

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, DECEMBER 13, 2016, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, DECEMBER 13, 2016, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION OFFERED BY COUNCILMEMBER GLENN ANDREW

PLEDGE OF ALLEGIANCE TO THE FLAG

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. Beautification Awards: Commercial-Schreiner University Campus, Residential-Doris Doyle residence at 330 Everett. (Brandon Douglass, Chair, Kerrville Beautification Advisory Committee)

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

3A. Acceptance of minutes of the regular meetings held October 11, and October 25, 2016, and the special meeting held October 20, 2016. (staff)

3B. Joint election agreement between City of Kerrville and Kerr County for the May 6, 2017 General Election. (staff)

3C. Contract for the collection of Delinquent Accounts Receivable with MVBA, LLC dba McCreary, Veselka, Bragg and Allen, LLC. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: December 9, 2016 at 11:30 a.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

3D. Bill of sale from Kerr County for public sewer line which is part of the Kerrville South Phase VI wastewater system improvements. (staff)

3E. Agreement between the City of Kerrville, Texas and the Kerrville Convention & Visitors Bureau, Inc. for use of hotel occupancy tax funds for promoting the arts advertising committee. (staff)

3F. Regional Rescue Team memorandum of understanding between Southwest Texas Regional Advisory Council (STRAC) and the City of Kerrville for participation on a regional rescue team. (staff)

3G. Infection Control Officer memorandum of understanding between Southwest Texas Regional Advisory Council (STRAC) and the City of Kerrville. (staff)

3H. Air Medical Providers Advisory Group memorandum of understanding between Southwest Texas Regional Advisory Council (STRAC) and the City of Kerrville. (staff)

3I. Texas Emergency Medical Task Force memorandum of understanding between Southwest Texas Regional Advisory Council (STRAC) and the City of Kerrville. (staff)

3J. Resolution No. 30-2016 authorizing specific city employees to sign official bank transactions on behalf of the City of Kerrville. (staff)

3K. Agreement for Assessment and Collection Services between County of Kerr and the City of Kerrville. (staff)

END OF CONSENT AGENDA

4. PUBLIC HEARING AND POSSIBLE ACTION:

4A. Resolution No. 28-2016 granting a Conditional Use Permit for an approximate 28.25 acre tract of land located south of and adjacent to State Highway 27 (Junction Highway); being Lot 1, Block 1 of the Guadalupe River RV Resort, a subdivision within the City of Kerrville, Kerr County, Texas, and otherwise known as 2605 Junction Highway; said property located within the Guadalupe River Zoning District (GR); by permitting said property to be used for Retail Trade I as that term is defined within the City's Zoning Code; and making said permit subject to certain conditions and restrictions. (staff)

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City Secretary, City of Kerrville, Texas

5. PUBLIC HEARING AND ORDINANCES, FIRST READING:

5A. Ordinance No. 2017-01 amending the City's "Zoning Code" by changing the zoning district for an approximate 0.4832 acre tract of land located adjacent to Clay Street, between its intersections with Schreiner Street and Barnett Street, and otherwise known as 601 Clay Street; by removing the property from the 11-C Central City Zoning District and placing it within the Central Business Zoning District (CBD); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. (staff)

5B. Ordinance No. 2017-02 amending the Comprehensive Plan for the City of Kerrville, Texas, pursuant to Chapter 213 of the Texas Local Government Code, by revising the future land use plan for an approximate 3.07 acre tract of land located adjacent to Singing Wind Drive North and between its intersections with Meadowview Lane and Loop 534 (Veterans Highway); and changing the future land use of this area from low-density residential to high-density residential. (staff)

5C. Ordinance 2017-03, amending the city's "Zoning Code" by changing the zoning district for tracts of land consisting of an approximate 3.07 acres and located adjacent to Singing Wind Drive North and between its intersections with Meadowview Lane and Loop 534 (Veterans Highway), and otherwise known as the 2500 block of Singing Wind Drive North; by removing the property from the residential cluster zoning district (RC) and placing it within the 28-E zoning district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. (staff)

5D. Ordinance No. 2017-04, abandoning and vacating all right, title, and interest in a public right-of-way, consisting of an unimproved portion of Meeker Street, as located between and intersecting with both Locust Street and Singing Wind Drive; being an approximate 0.19 of one acre tract of land out of the Samuel Wallace Survey No. 113, Abstract No. 347, and the Sendero Ridge Subdivision Unit 1A, a subdivision within the City of Kerrville, Kerr County, Texas, according to the plat thereof recorded in Volume 7, Page 99 of the plat records of Kerr County; finding that said portion is not required for future use as a public street; reserving a public utility easement; making the effective date subject to certain conditions; and ordering recording. (staff)

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City Secretary, City of Kerrville, Texas

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Review and approval of the profile to be used by Chris Hartung Consulting for marketing and advertising the vacant city manager position. (staff)

6B. Plans and specifications for the reuse water distribution system. (staff)

7. INFORMATION AND DISCUSSION

7A. Acknowledgement of letter from BKD Auditors. (staff)

7B. Budget and economic update. (staff)

8. APPOINTMENTS TO BOARDS AND COMMISSIONS:

8A. Planning and Zoning Commission. (staff)

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Announcement of items of community interest, including expressions of thanks, congratulations, or condolences; information regarding holiday schedules; honorary recognitions of city officials, employees, or other citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city officials or employees; and announcements involving imminent threats to the public health and safety of the city. No action will be taken.

10. EXECUTIVE SESSION:

City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code.

10A. Appointments to the Planning and Zoning Commission.

11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

12. ADJOURNMENT.

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City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Beautification Awards: Commercial-Schreiner University Campus,
Residential-Doris Doyle residence at 330 Everett. (Brandon Douglass, Chair,
Kerrville Beautification Advisory Committee)

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

SUBJECT: Presentation of the Kerrville Beautification Advisory Committee's
Beautification Recognition Program Awards

FOR AGENDA OF: December 13, 2016

DATE SUBMITTED: December 1, 2016

SUBMITTED BY: David Barrera
Assistant Director of Public Works

CLEARANCES: E.A. Hoppe
Deputy City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The Kerrville Beautification Advisory Committee would like to present their awards for the Beautification Recognition Program. Traditionally, one award is presented for a residential property, and another for a commercial property. This year's award recipients are Schreiner University Campus in the Commercial category, and Doris Doyle's residence at 330 Everett for the Residential category.

RECOMMENDED ACTION

No action necessary.

Agenda Item:

3A. Acceptance of minutes of the regular meetings held October 11, and October 25, 2016, and the special meeting held October 20, 2016. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
OCTOBER 11, 2016

On October 11, 2016, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor White in the city hall council chambers at 701 Main Street. The invocation was offered by Father Tom Murray, St. Peter's Episcopal Church, followed by the Pledge of Allegiance led by Fire Chief Dannie Smith.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Glenn Andrew	Councilmember
Gene Allen	Councilmember

COUNCILMEMBER ABSENT:

Vacant	Councilmember
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CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Sandra Yarbrough	Director of Finance
Kim Meisner	Director of General Operations
David Knight	Chief of Police
Dannie Smith	Fire Chief
Kaitlin Berry	Special Projects Manager

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

1. VISITORS/CITIZENS FORUM:

1A. Theresa Garcia discussed flooding issues on Trails End which she attributed to new development.

1B. David Wampler spoke of the accomplishments of City Manager Todd Parton during his time with the city. Mr. Wampler noted that in spite of decreased revenues and economic hardship, under Mr. Parton's leadership the city had undertaken \$80 million in capital improvements, including the river trail project, renovation of the library, and construction of the new city hall, and had increased the city's reserves to \$6 million; all without raising taxes. He stated that Mr. Parton's accomplishments were his own.

1C. Deborah Gaudier, representing the Kerr County Historical Commission (KCHC), noted in February she proposed a demolition delay ordinance, and council asked her to work with staff. Recently, Mr. Parton informed her that he was directed to create a demolition delay ordinance with no cost to the property

owner or the city, no delay, no prohibition to demolition, and no preservation district. She questioned how demolition delay could be accomplished with these conditions.

1D. Robert Naman noted on August 23 council voted to fund a survey seeking public opinion on topics while initiating two multi-million dollar projects without seeking voter approval. The streets needed repair, crime had risen, and traffic had increased; growth and change were part of life and balanced, controlled growth was not an unreasonable goal. He appreciated Todd Parton's hard work and dedication to the City of Kerrville.

2. PRESENTATIONS:

2A. Certificate of Recognition presented to the Kerrville Citizens Police Academy Alumni Association for being awarded the "Texas Alumni Membership of the Year Award."

3. CONSENT AGENDA:

Mr. Andrew requested Item 3D be removed from the consent agenda and delayed to the next meeting.

Peggy McKay asked that Item 3A be removed from the consent agenda.

Mr. Andrew moved to approve consent agenda items 3B, 3C, 3E, 3F and 3G; Mr. Fine seconded the motion, and the motion passed 4-0:

3B. Authorize the purchase and remount of a Type 1 ambulance from MacHaik Dodge through Buyboard at an amount not to exceed \$125,000.

3C. Adopt the policy for the exhibition of materials and items at the Butt-Holdsworth Memorial Library and Kerr Regional History Center.

3E. Authorize non-exclusive license agreement between Riverside Nature Center Association, Inc. and City of Kerrville, Texas.

3F. Promoter racing agreement between City of Kerrville, Texas and High Five Events, LLC.

3G. Approval of an agreement between the City of Kerrville and Texas First Group for interim city manager services.

END OF CONSENT AGENDA

3A. Acceptance of minutes of the regular meeting held August 23, 2016.

Mr. Andrew moved to approve the minutes as presented with the correction of a misspelled name. Mr. Fine seconded the motion and it passed 4-0.

Mayor White suggested Peggy McKay make her statements now to be recorded into the minutes for this meeting.

Ms. McKay stated: "Until tonight I did not know there was a certain number of words that would be included in the consent agenda. I had no problem with the first one—it is true what is in there but it is after the fact. The focus was that in

the audit the auditors cautioned that the global economy has deteriorated; deflationary trends occurred and the city's revenue projections may be optimistic. To my thinking that was something that would be important when approaching the budget or forecasting so my comment afterward that is true what is there that this was not an encouragement to incur more debt but that wasn't the focus or the main reason for my comment but it was what was included in the auditor's report. But I was unaware that I was; if we knew ahead of time that we would have "x" amount of words in the minutes then we could put that in and then put our comments in afterwards and then fill up our four minutes. The comment is that "in the last auditor's report they state that the global economy has deteriorated and deflationary trends had occurred. The city's revenue projections may be optimistic. This was taken as a quote from the auditor's report."

Ms. McKay further stated: "In the second one my comment should have been Mr. Stork should have discussed problems with Mayor White. There is nothing to support an ethics charge—nothing. This is not an ethics problem."

3D. Authorize funding application to the City of Kerrville, Texas Economic Improvement Corporation in the amount of \$1.5 million for improvements to the H-E-B Tennis Center. Delayed to the next meeting.

4. ORDINANCES, FIRST READING:

4A. Ordinance No. 2016-14, amending Chapter 18 "Animals", of the City's Code of Ordinances by amending Section 18-31 "Dog and Cat Registration" and Section 18-32 "Rabies Vaccination"; containing a savings and severability clause; providing an effective date; and providing other matters relating to the subject. Mayor White read the ordinance by title only.

Mr. Parton noted the change in the code would allow vaccination requirements to be changed from every one year to every three years, if that was the requirement specified by the manufacturer. The original ordinance was adopted in 1968 and this amendment would be consistent with current state law.

Mr. Fine moved for approval of Ordinance No. 2016-14 on first reading; Mr. Allen seconded the motion and it passed 4-0.

4B. Ordinance No. 2016-18, granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to furnish, transport and supply gas to the general public in the City of Kerrville, Kerr County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; repealing all predecessor ordinances; providing that it shall be in lieu of other fees and charges, excepting ad valorem taxes; prescribing the terms, conditions, obligations and limitations under which such franchise shall be exercised;

providing a savings clause, a most favored nations clause, and a severability clause; and providing an effective date. Mayor White read the ordinance by title.

Mr. Hayes noted the current Atmos franchise expired in February 2016; approval of this ordinance would extend the franchise to December 31, 2026. The franchise would grant Atmos the right to furnish and transport gas to customers within the city limits using city streets and right of ways, and Atmos would pay the city 5% of gross revenue for the services provided in the city. Under this new franchise agreement Atmos agreed to extend mains up to 100 ft. under certain conditions, and there was a provision that required Atmos to relocate their lines based on city projects. The ordinance also included a most favored nations clause, whereby if Atmos paid another city a higher rate, the city could request renegotiation of the franchise. Mr. Hayes recommended approval of the ordinance and noted this was the first of three readings.

Mr. Andrew moved for approval of Ordinance No. 2016-18 on first reading; Mr. Fine seconded the motion and it passed 4-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Authorize the execution of a construction contract with MGC Contractors, Inc. for the reuse pond and pump station project in the amount of \$10,474,822.00 and authorize execution of additional change orders which will not exceed a total contract value of \$12,000,000.00.

Mayor White noted she received a letter asking if she had a conflict of interest on property she and her husband owned on Loop 534. She stated she had consulted three attorneys who did not believe she had a conflict as it would have no economic impact on her property, since her property was 1.1 mile and 3/16 of an inch from the subject property.

Mr. Burow stated the city hired Freese and Nichols, Inc. (FNI) in October 2014 to design the pond and pump station project as part of the wastewater master plan. This project was bid and the city received 3 bids. City staff and FNI evaluated the bids and recommended awarding the base bid to MGC Contractors, Inc. in the amount of \$10,474,822 for the project.

Mayor White questioned if FNI had worked with MGC on prior projects of this kind, and had MGC specifically worked on reservoir projects? She asked if MGC would have any requirements of the city such as studies.

Charles Kucherka, FNI, stated FNI had worked with MGC in the past on similar scopes of work but not specifically ponds. Mr. Kucherka noted the requirement in the contract document was that the contractor or subcontractor had to have experience with pond construction, and MGC did have a subcontractor that met that requirement. FNI performed evaluation, not just on MGC, but on all of their subcontractors as well, and FNI recommend them for this project.

Mr. Burow stated that all requested studies had been completed.

Mr. Parton noted the city began having discussions regarding reuse water as far back as 1960. In 2011-12 the city reinitiated discussions because of diminishing water supply due to drought and state curtailments, citing extended periods when the city was restricted by the state from using water permits to fill ASR wells. He gave a brief history of the project and noted it was intended to correct inefficiencies in the existing system, which centered around the ability to deliver and store reuse water. The purpose of the project was to expand available use of the city's reuse water and increase the flexibility of matching supply and demand. He reviewed the process the city went through in regard to this project:

- Wastewater and utility system improvements were conditionally approved by the Texas Commission on Environmental Quality (TCEQ). Under TCEQ rules if no comments were received within 30 days, the city was conditionally approved to move forward with the project. Conditional meant the city was not allowed to alter the state's standards or grant any exceptions from the parameters.

- Dam safety plans were submitted to TCEQ on September 23 and TCEQ provided conditional approval; TCEQ's deadline for comments was November 4, 2016.

- Environmental studies have been completed and no endangered species existed on the site.

- Archaeological investigation was complete, and the Texas Historical Commission confirmed that no further investigation was warranted.

- Performed environmental due diligence including impact of construction on adjacent floodplain and floodway areas.

Mr. Parton explained the complications of system operations and maintenance. He noted the sewer plant had two contact chambers that held 82,000 gallons of treated effluent. Wastewater was treated through a filtration system and sent through the contact chambers where chlorine was injected, and then it was pumped to customers. The plant had flow equalization basins to provide consistent flow and keep pumps operating, keep chemical balance, and help in the treatment process. If flow is too low, balance is lost and pumps go off-line. The plant cannot simply be turned on and off as it takes time to bring the system back on line. The plant had three pumps: Pumps 1 and 2 served Schreiner Golf Course and Tivy High School, and Pump 3 served Comanche Trace. The proposed pond would create capacity to serve customers efficiently and keep pumps running continuously.

The following persons spoke:

1. Carol Swanson, member of the Reuse Water Ad hoc Committee (RWAC), noted that RWAC members listened to presentations for eight weeks and this was a complex issue. There were a lot of half-truths and misleading simplifications in public discussion, and she encouraged council to listen to the professional people, city staff, and FNI engineers who had researched the project.

She addressed the statement that the pond was not needed since the city used direct transfer: The current system did not have optimal efficiency; it worked but had unpredictable flow, and she opined that it would not work well to add more customers to that type of situation.

The statement that the city cannot use all the effluent produced: The wastewater

plant was limited by how and when influent arrived and effluent left. Effluent was sold in the demand months, but sales varied due to weather. THS and SGC use effluent, but when effluent is not available, they have to supplement with fresh water. Riverhill Golf Course (RGC) cannot buy effluent so they were using all fresh water.

The idea that the golf community was the only place that benefited from using effluent was wrong. According to County Commissioner Tom Moser's tax evaluation of Riverhill in 2012, the approximate ad valorem tax value was \$8 million annually, and Comanche Trace was larger than Riverhill.

In her opinion, this project was not about the athletics complex or soccer fields, it was about water supply.

2. Larry Howard noted the city had been studying and planning the project since 2011. This project was about storing 105 mg of water that TCEQ cannot regulate. The RWAC did an excellent job evaluating the project. He urged council to listen to FNI and city staff and move forward with the project.

3. John Miller stated he served on the RWAC, and no one had any preconceived ideas, and they had voted unanimously to move forward with this project. He noted a lot of negativity in the newspaper; but he urged the council to do the right thing and move forward with the project now.

4. George Baroody opined that misinformation provided by city staff was being used to drive the need for the pond. He stated that the delivery capacity of the current system was sufficient to deliver if it was spread out over time. He opined that the pond was not necessary for the direct potable reuse (DPR) project. He asked council to table the matter since the main staff members, Mr. Parton and Ms. Day, had left the city, and have the new staff members look at the project before proceeding.

5. Jerry Wolff stated that the reuse pond was in flood hazard Zone A, and a CLOMR was required. The pond was 20 acres, the same footprint as River Hills Mall and parking lot. The CLOMR would reduce the city's liability; he asked council to stop construction until the city had a CLOMR and then proceed. In late July he obtained CLOMR No. 16060446 that he thought had to do with the reuse pond. He was told by the city that a CLOMR did not exist in city files, but it was signed by the city engineer and submitted by LNV Engineering October 20, 2015. He opined that FNI should submit the CLOMR to FEMA for the city.

6. Denise Smith, neighbor of the subject property, asked that council delay award of the contract and look at floodplain issues and file the CLOMR. She was worried about flooding, smell, environmental quality, and depreciated property value. It was stated that the construction firm had a secondary firm that had pond experience; the city should check their references and experience. All RWAC members lived in Comanche Trace or Riverhill and no one had pond experience, and all were going to benefit by supplying water to their golf course. She asked that the project have further study and council not award the contract today.

Mr. Andrew stated that the statement that no one on the RWAC had pond experience was incorrect. Two members, Mr. Harrison and Mr. Charter were world class engineers and had built pond facilities around the world, and Mr. Harrison was vice president of one of the largest corporations in the world. Mr. Andrew noted that it was the decision of the city council at the last meeting to delay re-engaging the committee until after the contract was awarded. Ms. Smith requested to see their resumes.

7. Robert Naman noted the 2014 budget message stated the city's water needs were met for the next 10-15 years; he asked if that assumed completion of the water reuse project?

Mr. Parton noted the 2014 budget addressed core capacity needs and system improvements, expansion of lift stations and extension of mains; it did not address additional water supply to meet demand.

Mr. Naman stated that users could change their schedule during a drought if necessary. He asked if the city would need the 105 mg pond if the city did not do DPR. He asked council to delay the bid award until a new city manager was hired as qualified applicants might be discouraged from applying if they had to accept responsibility for executing a project without having input into its planning.

8. Gary Reichenau stated in 1974-75 the city enlarged the treatment plant and aeration pond and built a pond in the area of the soccer fields and radio controlled flying field. That ground was part of what is now the soccer fields and flying field. He understood that only the soccer field was going to be used for the proposed effluent project. He stated that in 1974-75 the city was injecting treated sewage, and there was raw sewage, and bringing waste from the treatment plant and spreading it over the soccer fields. He questioned if there was any hazardous material in that area and suggested the city check the soil. He understood that it was a TCEQ requirement to have a CLOMR or approval from TCEQ before starting such a project. Mr. Reichenau stated he sent a letter to TCEQ but had not received a response.

Mayor White noted from Mr. Reichenau's letter that 4-5 ft. down there may be contaminants and she opined that TCEQ may preclude the city from using the soil. She noted that the city did borings and samples and she asked if any organics or toxics were discovered.

Mr. Parton stated no, 21 bores were made at the project site and 5-6 were within the soccer fields. The samples looked at the type of material. The soil at the soccer field was to be used for the core area of the berm. The flying field was not addressed because that area was planned to eventually be a landfill expansion cell. In 1974-75 Mr. Reichenau worked under the contract awarded to Ben Sira. The project occurred because the city's discharge permit did not allow the city to provide continuous discharge into Third Creek. At that time, the Texas Water Commission, predecessor to TCEQ, wanted the city to hold the discharge

until river flow was at a minimum of 50 cfs before discharging into Third Creek; therefore, the city built ponds to hold effluent until river conditions were right. The water went into an irrigation system that sprayed effluent water throughout the subject property and it washed into a holding basin where it was chlorinated and released into Third Creek. The current plant was built in 1986 when the city converted to the current process. Now, TCEQ wanted the city to put effluent into the river as soon as possible. Mr. Parton noted the city contacted the same person that Mr. Reichenau had contacted at TCEQ and TCEQ, nor the city, had any record of the city being issued a permit for the application of sludge in the subject area. The city was spraying effluent for irrigation similar to today.

Mayor White questioned if additional testing for chemical analysis of soil could occur. Mr. Parton stated it was possible, but questioned what the city would be testing for since this supposedly occurred 40 years ago. He stated that the soil from the soccer field would be used for the core of the berm and would not be in contact with reuse water, and the reservoir would be constructed with an impervious surface covered by sand and soil; there would be no exposure to soil from the soccer field.

9. Fred Speck said he was initially told by Mr. Parton that the city was using the topsoil from the soccer field on top of the berm; now Mr. Parton says the soil will be placed underneath, and the soccer fields will remain until the new soccer field is built and those will not be ready until the fall. He questioned the timing and asked if the construction of the berm was going to be delayed to the fall so the soil could be placed in the middle of the berm. Regarding sludge, several people told him the city was putting sludge where the soccer fields are located. He questioned why only the soccer fields were being destroyed and not the flying field because both fields had the same sludge. He suggested council find out from EPA and TCEQ if the soil was contaminated and could it be disturbed. TCEQ may say that the soil cannot be moved. He thought it convenient that the city did not have any record of placing sludge on the subject property.

Mr. Allen asked Mr. Speck if he had any concern that there might be hazardous material on the soccer fields? Mr. Speck said it did not bother him because the sludge was deep underground and undisturbed and it had fertilizer and grass on top of it, but using the soil in the pond worried him. Mr. Allen questioned Mr. Speck's comments about a potential biohazard and kids playing there and noted there was a great difference between biohazardous material and fertilizer. Mr. Speck suggested the city get the CLOMR first and see what TCEQ would allow.

Mr. Kucherka stated that in the bores that FNI took there was no indication of significant organics visually. He addressed several issues:

- The use of the soil at the soccer field. During construction the contactor would separate the dirt and take samples of the different types of soil and the lab would test to determine what the material would be used for, such as topsoil or core of the dam. The majority of the soil appeared to meet the requirement for the core of the dam so that would be its primary use.

-Hazard material testing could be done. But just because an indicator was high did not preclude it from being used in the dam and it would be limited for public access. As far as exposure to the actual water, the design of the dam included an impermeable liner; part of TCEQ regulations required that water was not to enter or exit the pond.

Mayor White discussed the following:

-The statement that the city sells all effluent during four months of summer was not true.

-Customers should furnish their own holding ponds on site, and most did. The athletic complex had no preparation for a holding pond.

-As far as DPR, this phase of the project was for non-potable use only; none of the effluent would be treated and used to supplement city drinking water.

Regarding the statement that DPR was needed to save drinking water, Mr. Parton had stated that was a small number.

-The effluent project was predicted to add customers to the reuse system to save the tax base, i.e. CT, RH, and additional recreational opportunities.

-DPR was at least six years away, and there was no determination from TCEQ as to what treatment would be required and TCEQ may not allow injection into an ASR well, and there was no guarantee that the city would be able to drill an ASR well. Also, there was no assurance that the city would not be penalized if the city did not discharge back into Third Creek, as GBRA had a subordination agreement with the city and was looking at how much water went into the river.

-Cannot treat for certain chemicals and pharmaceuticals.

-What will FEMA say about CLOMR. The FNI study said a CLOMR and LOMR would be required to be submitted to make sure that the 20 acre pond would not cause a significant flood that could not be contained; that had not been submitted.

-What affect would this have on future landfill expansion? She stated that Mr. New with FNI said he was not familiar with the CLOMR on file as it had to do with landfill expansion on the north part of property; however, FNI was supposed to be coordinating with LNV on landfill expansion.

-It was more important to expand the landfill than it was to hold effluent in a pond.

-Debt: this project added \$800,000 per year to debt service, increasing to \$1.9 million in 2020. Effluent sales in 2015 was less than \$38,000.

-Could be a breach of the berm. The water in a 105 mg pond was not the same quality when it stands in a pond.

-Questioned if the project could be downsized to 2-4 mg and still meet peak demand and treat it in winter months for DPR, if DPR is ever approved; pond could be increased later if needed. A 105 mg pond was way oversized.

She had people ready to talk to city council next week about downsizing and a different way to solve the problem and it could be ready before the 60 day expiration of the contract and not interfere with the process. She asked council to defer the project.

10. Russell Nemky stated that none of the points presented by the mayor were new. He opined that Mayor White had been against this project from the

beginning, and there were other times her comments could have been brought up. She had been on council for a year-and-a-half and it would have been nice to hear her points before now. The city had already done the studies, tests and talked with TCEQ, and the project had been reviewed by professionals and specialists. He said he did not disagree with Mayor White's statements but found it odd that she was just now discussing this and questioned why she was bringing it up now when the council was about to vote.

Mayor White stated she had just received the information Friday evening and the sales and discharge numbers were new; if she had known about this before, she would have brought it up then.

Mr. Fine stated that a great deal of this information was not new and council had it for a while, Mr. Parton simply provided a summary; nothing changed. He opined that council should do it right the first time so the city would not have to come back again and make it the size it should be.

Mr. Fine moved to approve the contract as presented; Mr. Andrew seconded the motion and it passed 3 to 1 with Councilmembers Fine, Andrew, and Allen voting in favor of the motion and Mayor White voting against the motion.

5B. Authorize professional services agreement with Rock Engineering and Testing Laboratory, Inc. for geotechnical engineer/materials testing for reuse pond and pump station project in the amount of \$148,000.00.

Mr. Burow noted that Rock Engineering had worked on several projects for the city. The agreement would authorize Rock Engineering to perform tests association with the project at a cost of \$148,000; he recommended approval.

Mr. Andrew moved to award the agreement to Rock Engineering in the amount of \$148,000.00; Mr. Fine seconded the motion and it passed 3 to 1 with Councilmembers Andrew, Fine, and Allen voting in favor of the motion and Mayor White voting against the motion.

5C. Resolution No. 25-2016 approving the agreement between the City of Kerrville, Texas, and Advanced Data Processing, Inc. (Intermedix) for ambulance billing and related professional services.

Chief Smith noted that EMS billing was a highly specialized field and services could be provided at a lower cost through outsourcing than in-house. He reviewed the four proposals submitted and recommended Intermedix; 95% of Intermedix's clients were municipal and they were the most cost effective. Chief Smith noted the contract was for billing only and the city would continue to handle collections through a third party vendor. He recommended approval of the agreement.

Mr. Allen moved to approve Resolution No. 25-2016 approving the agreement as presented. Mr. Fine seconded the motion and it passed 4-0.

5D. Alternative proposal for workforce housing project submitted by MacDonald Companies. (staff)

Mr. Parton noted that city staff evaluated the utility capacity for the city-owned property on Peterson Farm Road (PFR) that had been targeted for a proposed multi-family workforce housing project. Legion lift station construction was scheduled for design in 2018 and construction in 2019, making it difficult to move forward with a development concept.

Justin and Granger MacDonald noted the city could not provide utilities to the PFR property for four years and MacDonald Companies proposed to purchase land on Loop 534 from Schreiner University (SU) and extend Olympic Drive to the traffic signal light on Loop 534. Mr. MacDonald noted the total value of the development was \$24.9 million and requested the city: waive building and development fees (estimated at \$750,000), waiver of water/sewer tap fees and parkland dedication fees, abatement of city taxes for five years (\$35,000/year for 5 years, \$175,000 total), and a grant from the economic improvement corporation in the amount of \$1.5 million for half the cost of roadway and utility extensions. There would be no debt obligation to the city; MacDonald proposed to use 4% tax credits, private activity bonds, and federal tax credits. The 4% housing tax credit program was a federal credit based on the percentage of the cost of the project. Tax exempt municipal bonds guaranteed the project and revenue from the project paid off the bonds.

MacDonalds noted there would be no constraint to the existing water and sewer system, the city would still own the PFR property for future industrial development, the city would save \$2 million for extending utilities to PFR. KPUB had been contacted and they would have to extend a line at the top of Olympic Drive down to Loop 534. The number of units had been reduced from 240 to 200. MacDonald Companies owned and personally managed all of their properties, including the four in Kerrville; their occupancy rate in Kerrville was over 95%. MacDonald could be closed and under construction in 6-8 months, under construction within 16-18 month, and move in date two years from the decision date.

Justin MacDonald noted the SU property currently was not in the city limits so it would have to be annexed, but annexation could occur concurrently with project design. Mr. Parton noted the proposed project and location were compatible with the city's land use plan. The city owned 23 acres immediately adjacent that should also be annexed at this time.

Mayor White questioned since the parameters of the project changed would a new request for qualifications have to be submitted? Mr. Hayes noted flexibility in the current RFQ; however, he would look at the RFQ and if an amendment was necessary, he would bring it back at the next council meeting.

Mayor White questioned if there was unfair/competitive advantage between MacDonald Companies and any private owners since the city was basically subsidizing their bid.

Mr. Fine moved to authorize staff to move forward and bring back any changes to council at the next meeting. Mr. Andrew seconded the motion and it passed 4-0.

5E. Consideration of the process to be used for the recruitment and selection of a city manager.

Mayor White moved to direct the mayor and city manager to prepare a request for proposals for an executive recruiting firm, to include any input received from other councilmembers and bring it back to council at the October 25 meeting for consideration. Mr. Fine seconded the motion and it passed 4-0.

5F. Consideration of the process to be used for the appointment to fill the vacancy of Councilmember Place Three.

Council discussed accepting applications through the city secretary's office through October 18 at 5:00 and to schedule a special council meeting to make the appointment in order to give the newly appointed councilmember ample time to review the agenda prior to the October 25 meeting. The city secretary should forward all applications to all councilmembers as they are received.

Mr. Andrew moved to schedule the special meeting for Thursday, October 20 at 5:00. Mr. Fine seconded the motion and it passed 4-0.

6. INFORMATION AND DISCUSSION:

6A. Post event report on the Kerrville Festival of the Arts.

Lou Ann Anderson, Executive Director of Kerrville Festival of the Arts, gave a history of the event and noted KFA was officially a 501(c)3 non-profit organization. The 2016 event was held downtown and 122 artists participated; she estimated 5,000-5,500 attended. Artists reported it was a successful event and downtown businesses reported it was a positive experience. She estimated the economic impact to be approximately \$500,000 based on CVB indicators.

6B. Post event report on the Kerrville Triathlon.

Dan Carroll, event organizer and owner of High Five Events, noted this was the sixth year for the three day event. He estimated that 1,300 persons participated in the swim/bike/run competition, and 26 vendors and 350 volunteers participated; 100 kids participated in the Saturday quarter mile run. The use of the new river trail for the event resulted in minimal use of city streets and inconvenience to the public.

6C. Budget and economic update.

Ms. Yarbrough gave the financial report year to date for the period ending August 31, 2016: general fund revenues totaled \$23,094,618 and expenditures \$20,301,252; water and sewer fund revenues totaled \$10,552,101 and expenditures \$9,528,676; hotel/motel fund revenues totaled \$1,024,527 and

expenditures \$960,474; 70 permits for new residential construction and commercial new/remodel construction totaled \$31,019,014. She provided budget information for four major capital projects: River Trail, athletic complex, reuse project design, and reuse project construction.

7. APPOINTMENTS TO BOARDS AND COMMISSIONS:

7A. Building Board of Adjustment and Appeals. Staff requested this item be deferred.

Mr. Andrew moved to defer to the next meeting; Mr. Allen seconded the motion and it passed 4-0.

8. ITEMS FOR FUTURE AGENDAS

-Sobriety coalition.

9. ANNOUNCEMENTS OF COMMUNITY INTEREST were announced.

10. EXECUTIVE SESSION:

Mr. Fine moved for the city council to go into executive closed session under Sections 551.074 of the Texas Government Code; motion was seconded by Mr. Allen and passed 4-0 to discuss the following:

10A. Sections 551.074:

- Annual evaluation of City Attorney

At 9:22 p.m. the regular meeting recessed.

Mayor White turned the meeting over to Mayor Pro Tem Fine and left the meeting at 9:22 p.m.

Council went into executive closed session at 9:23 p.m. At 9:51 p.m. the executive closed session recessed and council returned to open session at 9:52 p.m.

12. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION:

Mr. Andrew moved to complete the Personnel Action Form for the city attorney as discussed in executive session and to offer the city attorney a contract similar to the city manager contract. Mr. Allen seconded the motion and it passed 3-0.

ADJOURNMENT. The meeting adjourned at 9:53 p.m.

APPROVED: _____

ATTEST:

Bonnie White, Mayor

Brenda Craig City Secretary

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
OCTOBER 25, 2016**

On October 25, 2016, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor White in the city hall council chambers at 701 Main Street. The invocation was offered by Mayor Bonnie White, followed by the Pledge of Allegiance led by Lydia Prislovsky, member of the Mayor's Youth Advisory Council.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Mary Ellen Summerlin	Councilmember
Glenn Andrew	Councilmember

COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
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CITY CORE STAFF PRESENT:

Don Davis	Interim City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Cheryl Brown	Deputy City Secretary
Sandra Yarbrough	Director of Finance
Kim Meisner	Director of General Operations
David Knight	Chief of Police
Dannie Smith	Fire Chief
Kaitlin Berry	Special Projects Manager

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

**1. OATH OF OFFICE FOR COUNCILMEMBER PLACE THREE GIVEN BY
KERRVILLE MUNICIPAL COURT JUDGE MARK PRISLOVSKY**

2. VISITORS/CITIZENS FORUM:

The following persons spoke:

- Wayne Laviolette regarding the drainage study for Woodside.
- Robert Naman, regarding the City Council not delaying the vote to appoint a new councilmember for Place 3.
- J. B. Oswalt, regarding the problem of drug and alcohol addiction in Kerrville.
- Mr. Fine read an email from Bob Reeves, County Commissioner, Precinct 4, complimenting David Barrera, Assistant Public Works Director, for his work with the County in preparation for the hazardous waste pick-up for this year.

3. PRESENTATIONS AND RECOGNITIONS:

3A. Recognition of Eugene C. Smith, Former Mayor of Kerrville.

Kelly Early from State Representative Andrew Murr's Office made a presentation to the family. She spoke of Mayor Smith's years of service to the community.

Ms. White presented the Kerrville City flag that flew at half-staff on the day Mr. Smith passed away to the Smith family.

3B. Post event report on the Kerrville Chalk Festival.

Ms. Boyette, Cailloux Foundation, estimated 8,500 people attended the Festival, with a total of \$91,000 raised from all sources.

3C. Proclamation proclaiming October 29, 2016 as Kerrville All Stars Day.

4. CONSENT AGENDA:

4A. Mr. Andrew moved to approve the minutes for September 13, 2016. Mr. Fine seconded, and the motion passed 4-0.

END OF CONSENT AGENDA

5. ORDINANCES, SECOND READING:

5A. Ordinance No. 2016-14, amending Chapter 18 "Animals", of the City's Code of Ordinances by amending Section 18-31 "Dog and Cat Registration" and Section 18-32 "Rabies Vaccination"; containing a savings and severability clause; providing an effective date; and providing other matters relating to the subject
Mayor White read the ordinance by title only.

Mr. Fine moved to approve Ordinance 2016-14 on second reading. Mr. Andrew seconded, and the motion passed 4-0.

5B. Ordinance No. 2016-18, granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to furnish, transport and supply gas to the general public in the City of Kerrville, Kerr County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; repealing all predecessor ordinances; providing that it shall be in lieu of other fees and charges, excepting ad valorem taxes; prescribing the terms, conditions, obligations and limitations under which such franchise shall be exercised; providing a savings clause, a most favored nations clause, and a severability clause; and providing an effective date

Mayor White read the ordinance by title only.

Mr. Hayes noted no changes since first reading, other than a typographical error, no changes were made to the ordinance. Third reading would be at the next Council meeting.

Mr. Fine moved to approve Ordinance No. 2016-18 on second reading. Ms. Summerlin seconded, and the motion passed 4-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Request by RREAF-Blatt, LLC to abandon, vacate and convey a portion of an unimproved extension of Meeker Road right of way located southwest of Singing Wind Drive North with its intersection with Locust Street

Mr. Robertson noted the applicant requested abandonment of the right-of-way. An official recommendation was to be made at a future Council meeting.

Carl Schwabb, representative of RREAF-Blatt, LLC, presented his request.

Mr. Andrew moved to turn this over to staff to determine what it would take to abandon this portion of Meeker Road right of way. Ms. Summerlin seconded, and the motion passed 4-0.

6B. Resolution No. 26-2016 creating the Recovery Community Coalition; providing for its purpose, membership, and roles and responsibilities; and appointing the initial members of the committee

Mr. Andrew recommended the number of members be 15, and be limited to only City residents. Applications would be accepted until the end of November, with appointments made at the December Council meeting. Interviews were to be conducted by Mr. Andrew and Mr. Fine. The consensus of the Council was to direct staff to advertise that applications were being accepted. The final resolution will be presented at the November meeting.

6C. Proposal for workforce housing project submitted by MacDonald Companies, Inc. on approximately 16 acres on Loop 534, at the planned extension of Olympic Drive

Ms. Summerlin filed an affidavit of conflict of interest, recused herself, and left the Council Chambers at 7:15 p.m.

Mr. Hoppe gave an overview of the proposed project.

Mr. MacDonald also gave an update regarding the number of lower priced vs. market priced units.

Mr. Fine moved to direct staff to bring back a final proposal to both the Council and EIC. Mr. Andrew seconded, and the motion passed 3-0-1, with Councilmembers Fine, Andrew and White voting in favor of the motion; no one voted against, and Councilmember Summerlin abstained.

Ms. Summerlin returned to the meeting at 7:25 p.m.

6D. Re-engagement of the Reuse Water Ad Hoc Advisory Committee

Mr. Andrew asked to table discussion on this item until a time when direct potable reuse was closer to fruition.

6E. Request for proposals (RFP) for an executive search consultant for city manager

Ms. Meisner presented a draft of a RFP for an executive search consultant to locate candidates for city manager. She requested approval of the draft, and authorization to distribute the RFP.

Council made suggestions to the RFP.

Ms. Summerlin moved to direct staff to prepare a final request for proposals for an executive search consultant to locate candidates for city manager. Mr. Fine seconded, and the motion passed 4-0.

6F. Consider offer(s) for the purchase of 800 Junction Highway, former city hall property

Sue Tiemann, the realtor with of Commercial Realty Services representing the City of Kerrville noted a letter of intent from a prospective buyer.

Mr. Hayes suggested this matter be discussed in executive session.

7. APPOINTMENTS TO BOARDS AND COMMISSIONS:

7A. Building Board of Adjustment and Appeals

Ms. White moved to appoint the following:

Regular Members:

- Michael Walker-Architect
- Bruce Motheral-Professional Engineer
- Jorge Garcia-Master Electrician
- Benjamin Holloway-Master Plumber
- James Rector-Mechanical Contractor
- Mike Stavinoha-Contractor
- Art Lenard-Active Construction Industry

Alternate Members:

- Dallas Coon-Plumber
- Ronald Pucek, III-Electrician

Mr. Fine seconded, and the motion passed 4-0.

7B. Zoning Board of Adjustment

Mr. Andrew moved to reappoint Judy Eychner and Peter Lewis, and reappoint Robert Parks and Danny Almond as alternates; all with terms to expire September 30, 2018. Ms. White seconded, and the motion passed 4-0.

7C. Appointment to the City of Kerrville, Texas Economic Improvement Corporation

Mr. Fine moved to appoint Mary Ellen Summerlin as the Council representative to the vacant position on the Economic Improvement Corporation. Mr. Andrew seconded, and the motion passed 4-0.

7D. Appointment of Council Ex Officio to various city boards

Mr. Fine moved to appoint Ms. Summerlin as the Council Ex Officio to the Library Advisory Board and Council Liaison to the Main Street Advisory Board. Mr. Andrew seconded, and the motion passed 4-0.

8. ITEMS FOR FUTURE AGENDAS: None

9. ANNOUNCEMENTS OF COMMUNITY INTEREST

Several items were announced.

10. EXECUTIVE SESSION:

Ms. White moved for the city council to go into executive closed session under Sections 551.071, 551.072, and 551.074 of the Texas Government Code; motion was seconded by Mr. Fine and passed 4-0 to discuss the following:

Sections 551.071 and 551.072

- Consider offer(s) for the purchase of 800 Junction Highway, former city hall property.

Section 551.074

- Deliberate the appointment, employment, evaluation, and duties of an Interim City Manager.

At 8:08 p.m. the Council went into closed executive session. At 8:58 p.m. Council returned to open session. Mayor White noted that no action was taken during executive session.

12. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

Consider offer(s) for the purchase of 800 Junction Highway, former city hall property

Mr. Fine moved to ask Ms. Tiemann to move forward with the letter of intent with the parameters discussed. Mr. Andrew seconded, and the motion passed 4-0.

13. ADJOURNMENT The meeting adjourned at 8:58 p.m.

APPROVED: _____

ATTEST:

Bonnie White, Mayor

Cheryl Brown, Deputy City Secretary

CITY COUNCIL MINUTES
SPECIAL MEETING

KERRVILLE, TEXAS
OCTOBER 20, 2016

On October 20, 2016, the Kerrville City Council special meeting was called to order at 5:00 p.m. by Mayor Pro Tem Stephen Fine in the city hall council chambers at 701 Main Street.

COUNCILMEMBERS PRESENT:

Stephen P. Fine	Mayor Pro Tem
Gene Allen	Councilmember
Glenn Andrew	Councilmember

COUNCILMEMBER ABSENT:

Bonnie White	Mayor
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CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
EA Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Kaitlin Berry	Special Projects Manager
Dannie Smith	Fire Chief
Kim Meisner	Director of General Services

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

CONSENT AGENDA:

Authorize funding application to the City of Kerrville, Texas Economic Improvement Corporation in the amount of \$1.5 million for improvements to the H-E-B Tennis Center.

Mr. Andrew moved for approval of the application; Mr. Allen seconded the motion and it passed 3-0.

CONSIDERATION AND POSSIBLE ACTION:

Applications and appointment thereof to fill a vacancy, Kerrville City Councilmember Place Three.

The following persons spoke:

1. George Baroody stated he was the most qualified applicant. He ran for council twice, and he received the next highest number of votes in the last election. He stated he had over 450 signatures of people who supported him, and he did not have a conflict of interest on any issue.
2. Vincent Voelkel stated it would be disingenuous to choose someone who had not run in the last council election as he and Mr. Baroody had. He questioned if any councilmembers had encouraged any of the other applicants to apply. He opined that council should appoint George Baroody since he received the next highest number of votes.

3. Bill Fitch opined that council should appoint the person who received the most votes, George Baroody.

4. Peggy McKay supported George Baroody and felt that he would think through the process of issues. He had not been challenged on his figures or opinions, and he received the second highest votes in the election and would have won in a two-person race. If Mr. Baroody was appointed there would be more cooperation among councilmembers, and he was younger.

5. Robert Naman stated that all councilmembers should be present for this vote and noted at the October 11 meeting Councilmember Andrew stated the appointment should be unanimous. He and his wife supported George Baroody; he ran for council twice and received the next highest votes in the 2016 election. He had technical knowledge of issues. When the Place Two position was vacated previously, the remaining candidates endorsed George Baroody.

6. Justin MacDonald noted that of all of the applicants, he was the only one who had been elected previously; in fact, he was the last person to have filled the Place Three position prior to Mr. Stork. He had a head start on other applicants and did not have to get up to speed on issues. He had knowledge of city operations and infrastructure and could assist in the selection of the new city manager and other key staff transitions.

7. Bruce Stracke noted that this decision was larger than just filling one seat, with all of the changes in the past six months. The voters had trust in the councilmembers to make decisions and to continue to guide the city.

8. Mary Ellen Summerlin noted she applied for the position because she was eager to do the job and because she had experience hiring city managers in the past, having been mayor of Port Arthur, Texas previously. She not only had experience on city councils in the past, but also had served on the Headwaters Groundwater Conservation Board.

Mr. Fine stated that all applicants were well qualified to be on the city council. The person appointed should best fit the needs of the city at this time. Council had the important task of filling the city manager position.

Mr. Andrew noted that one application had been received after the deadline, and that application should not be considered.

George Baroody stated that under Section 551.074B he requested that discussion be held in open session. Mr. Andrew noted that according to the city attorney, city council could go into executive session to discuss the applications, but if Mr. Baroody wanted his application to be excluded from discussion in executive session, he could request that. Mr. Baroody said it was fine; that was not the reason for his request.

EXECUTIVE SESSION:

Mr. Andrew moved for the city council to go into executive closed session under Sections 551.074 of the Texas Government Code; motion was seconded by Mr. Allen and passed 3-0 to discuss the following:

Section 551.074:

- Applications and appointment thereof to fill a vacancy, Kerrville City Councilmember Place Three.

At 5:21 p.m. the regular meeting recessed. Council went into executive closed session at 5:22 p.m. At 5:44 p.m. the executive closed session recessed and council returned to open session at 5:45 p.m.

ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION:

Mr. Andrew moved to appoint Mary Ellen Summerlin to the Place Three position on the Kerrville City Council; Mr. Allen seconded the motion and it passed 3 to 0.

ADJOURNMENT. The meeting adjourned at 5:47 p.m.

APPROVED: _____

ATTEST:

Stephen Fine, Mayor Pro Tem

Brenda G. Craig, City Secretary

Agenda Item:

3B. Joint election agreement between City of Kerrville and Kerr County for the May 6, 2017 General Election. (staff)

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

SUBJECT: Authorize execution of a contract with Kerr County for conducting the City of Kerrville General Election to be held on May 6, 2017

FOR AGENDA OF: December 13, 2016 **DATE SUBMITTED:** November 18, 2016

SUBMITTED BY: Brenda Craig
City Secretary

CLEARANCES: Don Davis, Interim City Manager
Mike Hayes, City Attorney

EXHIBITS: Election Agreement with Kerr County

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The attached agreement will authorize the Kerr County Elections Office to conduct the City of Kerrville General Election to be held on May 6, 2017, including:

- Hiring and training election judges and workers;
- Management of the polling location for both early voting and election day;
- Preparation, ordering and distribution of ballots;
- Manage the early voting by mail process.

The city will reimburse the county for the actual expenses attributable to the cost of the city election, rental of equipment and supplies, plus 10% of the cost incurred, and a \$50 administrative fee. The contract and the fees proposed are the same as in prior years.

It should be noted that the attachment to the contract is only an estimate of these costs and may vary based on the needs of the election, which are currently unknown, e.g. additional ballot programming, printing of additional ballots, and the potential need to hire additional workers. The county elections office works very diligently to keep the city's cost down and will inform the city secretary prior to authorizing any significant increase.

RECOMMENDED ACTION

The city secretary recommends approval of the contract.

**THE STATE OF TEXAS
COUNTY OF KERR**

**JOINT ELECTION AGREEMENT
BETWEEN
CITY OF KERRVILLE AND KERR COUNTY
FOR THE MAY 6, 2017 ELECTION**

THIS AGREEMENT is made and entered into by and between Diane Bolin Tax Assessor/Collector (or designated employee) on behalf of Kerr County, Texas duly constituted and acting as County Elections Officer and the City of Kerrville by and through _____, its Mayor, hereinafter referred to as “CITY OF KERRVILLE” and by authority of Section 31.092, Vernon’s Texas Civil Statutes, Election Code for conducting and supervision of the elections for the CITY OF KERRVILLE in conjunction with the Election.

Diane Bolin, Tax Assessor/Collector (or designated employee) shall order all supplies for the election and distribute those supplies to the election personnel. Election forms and all records of the election shall be combined for use in this election on the Tally Equipment.

THIS AGREEMENT is entered into in consideration of the mutual covenants and agreement hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF KERR COUNTY

Diane Bolin Tax Assessor/Collector (or designated employee) agrees to coordinate, supervise, and handle all aspects in administering the CITY OF KERRVILLE elections in accordance with the provisions of the Texas Election Code and as outlined in this Agreement.

Diane Bolin, Tax Assessor/Collector (or designated employee) in connection with the holding and supervision of said election shall assume the following responsibilities:

- a. Shall be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks and other election workers authorized to work at each voting location. Arrange for the notification, including writ of election, and compensation of all presiding judges and alternate judges.
- b. Election judges shall be responsible for picking up election supplies and materials at the time and place determined by Diane Bolin, Tax Assessor/Collector (or designated employee). This responsibility will be set forth in the election judges’ letter notifying the judge of his/her appointment.

Election Contract – CITY OF KERRVILLE

- c. Procure, prepare, proof, and distribute ballots.
- d. Procure, prepare, and distribute election judge's kits.
- e. Arrange for the use and compensation of polling locations.
- f. Use Optical scanning eScan Equipment and DAU eSlate (Hart 6..2.1) for counting of ballots as certified by the Secretary of State to comply with HAVA for early voting and election day.
- g. Assemble the list of registered voters to be used in conducting the election in conformity with the election precincts established for the election.
- h. Publish the legal notice of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.
- i. Supervise the handling and disposition of election returns, voted ballots, etc., and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- j. Diane Bolin, Tax Assessor/Collector (or designated employee) will prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the CITY OF KERRVILLE as soon as possible after all returns have been tabulated, but in no event later than 2:00 p.m. on the 10th day following the election. CITY OF KERRVILLE will be responsible for the official canvass of its General Election.
- k. All early voting ballots (those cast by mail and those cast by personal appearance) will be prepared for counting by an Early Voting Ballot Board.
- l. Handle all aspects of Early Voting including those voting by mail.
- m. Prepare the results of the election for CITY OF KERRVILLE to conduct its own canvass of the election as prescribed by law.
- n. Provide at no cost for the storage of all election records as provided by law
- o. As the general custodian of election records shall conduct a criminal background check for relevant election officials, staff, and temporary workers upon hiring.
- p. Hart Intercivic certifies that a criminal background check on all employees, including temporary employees that may program, test, perform maintenance, transport equipment, or perform technical support

Election Contract – CITY OF KERRVILLE

on the voting system equipment for KERR COUNTY has been performed. The Company has determined there are no findings that would prevent the employees from performing their assigned duties.

II. DUTIES AND SERVICES OF CITY OF KERRVILLE

CITY OF KERRVILLE in connection with the holding and supervision of said election shall assume the following responsibilities and shall directly bear any cost for the same:

- a. Shall receive from their candidates all documents filed under Title 15 of the Texas Election Code relating to campaign contributions and expenditures.
- b. Preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by the appropriate office or body and post or publish in the required time frame.
- c. Prepare and send out "Notice of Drawing" for a place on the Ballot to all eligible candidates.
- d. Election Officers with a list provided by Diane Bolin Tax Assessor/Collector (or designated employee) shall be appointed and approved thru the governing body of the CITY OF KERRVILLE. The Election Officers are as follows: Early Voting Clerk, Early Voting Clerk Deputies, Election Day Judge, Election Day Alternate Judge, Central Counting Station Manager, Tabulation Supervisor, Presiding Judge, and Early Voting Ballot Board Judge.
- e. Polling Location shall be appointed and approved thru the governing body of the CITY OF KERRVILLE.
- f. Deliver to Diane Bolin, Tax Assessor/Collector or designated employee as soon as possible, a list showing the official wording for the Election titles that is to be printed on the ballot with the exact form, orders, wording, and spelling that is to be used.
- g. Pay any additional costs incurred by Diane Bolin, Tax Assessor/Collector or designated employee if a recount for the election is required, or the election is contested in any manner.
- h. Shall issue "Certificates of Election" to candidates elected after the Official Canvass.

Election Contract – CITY OF KERRVILLE

- i. CITY OF KERRVILLE will be responsible for the official canvass of its Election.

III. PAYMENT FOR SERVICES

- a. CITY OF KERRVILLE shall pay to Kerr County the actual expenses directly attributable to the Contract including ten percent (10%) of the budget cost for Election Service Contract Fee pursuant to the Texas Election Code, Section 31.100 and the administrative fee of \$50.00 per election. (See attached Estimated Cost Sheet.)
- b. After the date of election and completion of all duties required, the Tax Assessor/Collector (or designated employee) shall then compute the final statement for all expenses including ten percent (10%) of the budget cost for Election Service Contract Fee, the \$50.00 Administration Fee and mail payment for the election services to Kerr County. CITY OF KERRVILLE shall be responsible for paying this amount within thirty (30) days from the Final Cost Report.
- c. If Election is cancelled a \$75.00 administration fee is due.

IN WITNESS WHERE OF, the parties hereto have made and entered into this agreement this _____ day of _____, _____.



Diane Bolin, Tax Assessor/Collector

Or Designated Employee

CITY OF KERRVILLE

Kerr County, Texas

ESTIMATED COST of May 2017 Election					
for the City of Kerrville					
County Election Services Contract Costs					
1	Ballot Printing Cost			Estimate	Actual
	First 1000 Ballots Free				
2	Electronic Voting System Programming				
	Test and Sample Ballots			\$2,000.00	
			Extra Ballots		
* 3	Publication of Test of Electronic Voting Equipment				
	Newspaper-Kerrville Daily Times			\$ 40.00	
	Other Newspapers as requested		per their fees		
4	Charge for Wireless Internet			\$ -	
* 5	Lease of Voting Machines				
	Early Voting and Election Day				
		# of Units	Lease Cost		
	eSlates	2	\$37.50	\$ 75.00	
	JBC	2	\$37.50	\$ 75.00	
	eScans	2	\$67.50	\$ 135.00	
	* Tally Computer	1	\$57.75	\$ 57.75	
	* Lap Top Computer	1	\$52.50	\$ 52.50	
* 6	Precinct Election Judges and Clerks				
	\$10.00 per Hour				
	Early Voting Clerks (2)	2	80 hours	\$ 1,600.00	
	Election Day Judge & Alternate Judge	2	16 hours	\$ 300.00	
	Election Day Clerks	1	14 hours	\$ 140.00	
	* Early Ballot Board Clerks	3	1 hour	\$ 30.00	
	* Tabulation Supervisor & Personnel	3	2 hours	\$ 60.00	
	Election Night Workers			\$ -	
7	Fee for Pickup of Supplies before Election Day and				
	Delivery of Supplies after Polls Close Per Election Day Judge			\$ 25.00	
8	Technical Support Personnel			\$ -	
9	Miscellaneous Election Costs				
	Elections Kits	2	\$ 50.00	\$ 100.00	
	Central Counting Station Kit	1	\$ 12.00	\$ 12.00	
	Shipping of Kits & MBB's for programming			\$ 60.00	
	Postage - Appointment of Judges & Clerks	4	\$ 0.60	\$ 2.40	
	Postage - Writ of Election to Judge	1	\$ 0.60	\$ 0.60	
	* Postage - Mail Ballots Application	35	\$ 0.60	\$ 21.00	
	* Postage- Mail Ballots	25	\$ 0.60	\$ 15.00	
	* Mail Ballot Kits	25	\$ 2.00	\$ 50.00	
	SUBTOTAL EXPENSES - Cost of the Election			\$ 4,851.25	
10	Election Service Contract Fee (10% of Cost)			\$ 454.53	
	Administrative Fee			\$ 50.00	
11	TOTAL COST OF ELECTION			\$ 5,355.78	
	Balance due 30 days after Final Cost Report				
* The following items may be divided with the different entities having the election					
3	Publication - Newspaper	shared costed with all Entities			
5	Lease - Election Machines	shared costed of Tally & Lap Top Computer w/all Entities			
5	Lease - Election Machines	Equipment costed shared with City of Kerrville			
6	Cost - Election Judge-Clerks	City of Kerrville & KISD share /City of Ingram & Ingram ISD share			
9	Shipping on MBB, Election Kits, & Ballots - Shared with all Entities				
9	Postage - Applications, Ballots, Mail Ballot Kits Shared with City of Kerrville & KISD				

Agenda Item:

3C. Contract for the collection of Delinquent Accounts Receivable with MVBA, LLC dba McCreary, Veselka, Bragg and Allen, LLC. (staff)

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

SUBJECT: Council authorization for the Interim City Manager to enter into a Professional Services Agreement with McCreary Veselka Bragg & Allen for bad debt collection services for EMS, utility and library accounts.

FOR AGENDA OF: December 13, 2016 **DATE SUBMITTED:** November 11, 2016

SUBMITTED BY: Sandra Yarbrough
Director of Finance

CLEARANCES: Don Davis
Interim City Manager

EXHIBITS: Proposal evaluation
Draft agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

When EMS and utility accounts reach aging requirements established by accounting policies, the city charges the account off as a bad debt. Following charge off, the city sends the accounts to an outside agency that continues to pursue collection. The city pays a fee to the agency on any bad debt collected.

The city recently requested proposals for professional bad debt collection services for EMS, utility and library accounts. Three firms responded to the request. Based on the attached request evaluation, we recommend entering into an agreement with McCreary Veselka Bragg & Allen ("MVBA") to perform this professional service for the city for the following reasons:

1. Fees – MVBA charges 17% of dollars collected for EMS accounts and 20% of dollars collected for utility and library accounts. Our current provider has a range of charges that average to 35%. Other service providers propose fees of 20% to 25%. Using MVBA's projections, we expect annual fees to range from \$15,000 to \$20,000 depending on actual dollars collected.
2. Experience and Reputation – MVBA has been assisting with collections of government receivables for 55 years. They currently serve 92 local government clients with miscellaneous receivable collections. MVBA is a law firm that specializes in following all debt collection laws, treating each client with respect and offering special care to clients with medical hardships. MVBA is recommended by other EMS departments in our area and, although this is difficult to predict, has the highest estimated collection rate.
3. Technology – MVBA offers online access to all City of Kerrville accounts. The online access provides the ability to run and review reports as well as access an

individual's account to view contact and payment history. This will be especially helpful when customers come in to a city office to pay a bad debt account. Currently, we have no access to see account information or run reports.

4. Payment options – In addition to mailing a payment by check, MVBA offers online payments and telephone representatives that are available from 8 am to 7 pm to accept a phone payment by electronic check, debit card, credit card or money order. Our current provider does not offer online payments or extended hours.

RECOMMENDED ACTION

Staff recommends Council authorization for the Interim City Manager to enter into a Professional Services Agreement with MVBA for bad debt collection services on EMS, utility and library accounts at a rate ranging from 17% to 20% of dollars collected.

City of Kerrville
Bad Debt Collection Services Proposal Evaluation
December 2016

Criteria	MVBA	Sarma	Wakefield & Associates	Current Provider
1 Fee (% of dollars collected)				
EMS Accounts	17%	23%	25%	35%
Utility Accounts	20%	23%	20%	35%
Library Accounts	20%	23%	20%	35%
2 Estimated collection rate	10%	no estimate	12%	5%
3 COK - online access to bad debt accounts	yes	no	yes	no
4 Online payments	yes	yes	yes	no
5 Frequency of payment to COK	weekly	monthly	monthly	1 - 9 mos
6 Extended business hours	yes	no	yes	no
7 Primary service location	Round Rock	San Antonio	Aurora, CO	Kerrville

**CONTRACT FOR THE COLLECTION
OF
DELINQUENT ACCOUNTS RECEIVABLE**

STATE OF TEXAS

COUNTY OF KERR

§
§
§

THIS CONTRACT is made and entered into by and between the **CITY OF KERRVILLE, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **MVBA, LLC dba McCREARY, VESELKA, BRAGG AND ALLEN, LLC**, hereinafter styled "**MVBA**".

I.

The City agrees to retain and does hereby retain MVBA to provide services related to the collection of delinquent accounts receivable, including but not limited to delinquent utility bills; emergency medical services; and the cost incurred by the City or authorized by the City Code to be imposed by the City to bring any property into compliance with the City Code including, assessments for the mowing of vacant lots, removal of trash and debris from vacant lots, demolition of substandard structures and abatement of other nuisances by the City ("Delinquent Accounts Receivable") pursuant to the terms and conditions described herein. Legal services shall include but not be limited to recommendations and legal advice to the City to take legal enforcement action; representing the City in any dispute or legal challenge to authority to collect such delinquent accounts receivable; defending the City in litigation or challenges of its collection authority; and representing the City in collection interests in bankruptcy matters as determined by MVBA or the City. The City further authorizes MVBA to execute all legal documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of delinquent accounts receivable that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding delinquent accounts receivable, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract Delinquent Accounts Receivable shall be considered delinquent and referred to MVBA when not timely paid in accordance with any applicable contract, ordinance or statute providing for the payment of the underlying debt.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Delinquent Accounts Receivable that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission, magnetic medium or copies of physical records.

III.

MVBA shall forward to the City copies of any correspondence regarding a disputed debt received from a debtor and the request for verification of the debt. The City will provide to MVBA within ten (10) days of the receipt for the request for verification of the debt, copies of all records which will verify the debt which in turn will be forwarded to the debtor by MVBA. All collection activity will be suspended on any disputed debt until the appropriate verification of the debt is delivered to the debtor.

IV.

Upon consultation and agreement by both parties hereto, MVBA may institute civil legal proceedings, including seeking writs of execution to collect Delinquent Accounts Receivable. The City shall pay in advance of the initiation of any writ of execution or collection lawsuit any filing fees charged by the Court or Clerk of the Court in which the writ of execution is to be issued or the collection lawsuit is to be filed including the costs for service of citation. MVBA may also, after consultation and agreement by both parties, file proofs of claims in the United States Bankruptcy Court on behalf of the City.

V.

MVBA shall forward all cashier checks or money order payments made payable to the City and any correspondence from debtor directly to the City. Cashier checks or money order payments made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may also collect the amount due from the debtor by credit card or electronic draft which is deposited directly into the MVBA Trust Account. MVBA may set up payment arrangements and accept partial payments on any delinquent accounts receivable. MVBA shall remit to the City all payments in full received into the MVBA Trust Account weekly, along with an invoice detailing the account number, name of debtor, amount paid to MVBA or City, MVBA fee percentage and fees earned for each account.

VI.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

VII.

For the collection of Delinquent Accounts Receivable in which the data files are transmitted to MVBA by electronic media, the City agrees to pay to MVBA as compensation for services provided, pursuant to this contract, a fee of twenty percent (20%) of the amount of the Delinquent Accounts Receivable collected. For the collection of delinquent EMS Accounts in which the data files are transmitted to MVBA by electronic media, the City agrees to pay to MVBA as compensation for services provided, pursuant to this contract, a fee of seventeen percent (17%) of the amount of the Delinquent Accounts Receivable collected.

All compensation shall become the property of MVBA at the time of payment. The City shall pay to MVBA said compensation on a monthly basis by check.

VIII.

The City recognizes and acknowledges that MVBA owns all right, title and interest in certain proprietary software that MVBA may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA the right to use and incorporate any information provided by the City ("account or debtor information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA agrees that it will not share or disclose any specific confidential account or debtor information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA shall have the right to use account or debtor information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain account or debtor information. These aggregate statistics are owned solely by MVBA and will generally be used internally, but may be shared with MVBA's affiliates, partners or other third parties for purposes of improving MVBA's software and services.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IX.

The initial term of this contract is three years, beginning on the first day of _____, 2016, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract at least sixty (60) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph VII of this contract for all amounts collected on accounts referred to MVBA. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

X.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, LLC.
Attention: Harvey M. Allen
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier to the following address:

City of Kerrville, Texas
Attention: City Manager
701 Main St.
Kerrville, Texas 78028

XI.

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Kerr County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

XII.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

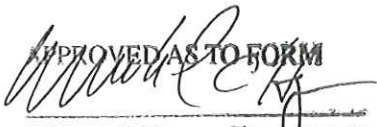
WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2016.

CITY OF KERRVILLE, TEXAS

_____,
City Manager

MVBA, LLC dba McCREARY, VESELKA, BRAGG & ALLEN, LLC

Harvey M. Allen
Manager


APPROVED AS TO FORM

Michael C. Hayes, City Attorney

Agenda Item:

3D. Bill of sale from Kerr County for public sewer line which is part of the Kerrville South Phase VI wastewater system improvements. (staff)

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

SUBJECT: Acceptance of Kerrville South Phase VI Sewer Project.

FOR AGENDA OF: December 13, 2016

DATE SUBMITTED: December 1, 2016

SUBMITTED BY: Stuart Barron
Director of Public Works

CLEARANCES: E.A. Hoppe
Deputy City Manager



EXHIBITS: Bill of Sale

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Kerrville South Phase VI Sewer Project is the sixth phase of a larger project to help mitigate failing septic systems in the Kerrville South area by connecting them to the City's centralized wastewater system. Kerr County initiated these projects to aid in reducing nutrients from leaching into Camp Meeting Creek from the failing septic systems.

Phase VI consisted of:

- 335 linear feet of 8-inch sewer line
- 53 linear feet of jack and bore
- 3 manholes
- Upgrades to Quail Valley Lift Station electrical and control systems
- Installation of a permanent generator at the lift station
- Installation of 12 first-time sewer services and mitigating issues of existing septic tanks

The project was funded through a \$500,000 State grant, which was awarded to Kerr County. The grant consisted of the County contributing \$25,000, and the City of Kerrville contributing in-kind inspection services. The project has been completed and has passed the City's final inspection. The City is now in a position to accept the infrastructure and operate the expanded sewer system.

RECOMMENDED ACTION

Accept ownership of Kerrville South Phase VI Sewer Project.

BILL OF SALE

Date: November 14, 2016

Grantor: Kerr County
700 Main Street
Kerrville, TX 78028

Grantee: City of Kerrville
701 Main Street
Kerrville, TX 78028

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Grantor, for the consideration herein expressed, sells, assigns and transfers to Grantee:

100% undivided interest in the construction of public sewer line and sewer service line installation on Ranchero Road and Quail Valley Drive, ("Kerrville South Phase VI Wastewater System Improvements"), so described in the construction contract between Kerr County and Nelson Lewis, Inc. dated November 19, 2015 in the original contract sum of \$322,769.00, and final contract sum of \$340,229.00, which includes the contract documents and specifications for construction as well as all change orders thereto.

All rights, including, but not limited to those rights arising under bonds, warranties, or other guarantees held by Kerr County pertaining to the wastewater system improvements described herein.

Executed on this 14th day of November, 2016.

GRANTOR:


Kerr County Judge, Tom Pollard

ACCEPTED BY GRANTEE:

City of Kerrville Mayor, Bonnie White

BILL OF SALE

Date: November 14, 2016

Grantor: Kerr County
700 Main Street
Kerrville, TX 78028

Grantee: City of Kerrville
701 Main Street
Kerrville, TX 78028

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

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All rights, including, but not limited to those rights arising under bonds, warranties, or other guarantees held by Kerr County pertaining to the wastewater system improvements described herein.

Executed on this 14th day of November, 2016.

GRANTOR:


Kerr County Judge, Tom Pollard

ACCEPTED BY GRANTEE:

City of Kerrville Mayor, Bonnie White



THE COUNTY COURT
OF

KERR COUNTY, TEXAS

700 Main Street, Ste. 101, Kerrville, Texas 78028

Tel: (830) 792-2211

Fax: (830) 792-2218

Email: commissioners@co.kerr.tx.us

COUNTY JUDGE
TOM POLLARD

COURT COORDINATOR
JODY GRINSTEAD

RECEIVED
CITY OF KERRVILLE
ADMINISTRATION

DATE: 11/18/16 BY: Mary

COMMISSIONERS COURT
H. A. "BUSTER" BALDWIN, PCT. 1
TOM MOSER, PCT. 2
JONATHAN LETZ, PCT. 3
BOB REEVES, PCT. 4

November 14, 2016

Mr. Mike Hayes
City Attorney
City of Kerrville
701 Main Street
Kerrville, TX 78028

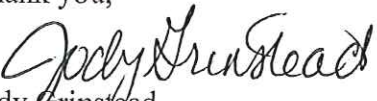
RE: Bill of Sale – Kerrville South Phase VI

Dear Mr. Hayes,

Enclosed please find a signed original of the Bill of Sale for Kerrville South Phase VI Wastewater System Improvements.

Once the document has been approved and signed by Mayor White, please forward a fully executed copy to our office.

Thank you,


Jody Grinstead
Commissioners' Court Coordinator

Enclosure

Agenda Item:

3E. Agreement between the City of Kerrville, Texas and the Kerrville Convention & Visitors Bureau, Inc. for use of hotel occupancy tax funds for promoting the arts advertising committee. (staff)

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

SUBJECT: Agreement between the City of Kerrville and the Kerrville Convention and Visitors Bureau, Inc. for use of hotel occupancy tax funds for promoting the Arts Advertising Committee.

FOR AGENDA OF: December 13, 2016 **DATE SUBMITTED:** November 14, 2016

SUBMITTED BY: Sandra Yarbrough
Director of Finance



CLEARANCES: Don Davis
Interim City Manager

EXHIBITS: Agreement with Kerrville CVB



APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
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APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The purpose and intent of the Arts Advertising Committee was approved during the FY2011-12 budget process by City Council. The Kerrville Convention and Visitors Bureau (KCVB) receives and administers the budgeted funds to advertise and promote Kerr County arts and cultural events throughout Texas in accordance with the KCVB marketing plan.

In consideration of KCVB fulfilling the requirements specified below in support of the Committee and its purposes, funding was allocated and approved in the FY2016-17 budget and in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). During the term of this Agreement, such funds will come from the City's receipt of hotel occupancy tax revenues. Funding will be disbursed quarterly to KCVB.

KCVB must coordinate the Committee and host at least 10 monthly Committee meetings during the term of the Agreement. KCVB must use the funding that it receives from City under this Agreement for the sole purpose of advertising in state-wide magazines and newspapers such as Texas Highways, Texas Monthly, AAA Journey, and the Texas Events Calendar regarding exhibits, performances, and events at or held by the Kerr Arts & Cultural Center, Playhouse 2000, Kerrville Folk Festival, Kerr County Fair, Kerrville Wine and Music Festival, Hill County Arts Foundation, Kathleen C. Cailloux City Center for the Performing Arts, Riverside Nature Center, Symphony of the Hills, and the Museum of Western Art, collectively referred to herein as the "Arts Group".

RECOMMENDED ACTION

Staff recommends that the City Council authorize the City Manager to enter into the agreement with Kerrville's Convention and Visitors Bureau.

**AGREEMENT BETWEEN THE CITY OF KERRVILLE,
TEXAS AND THE KERRVILLE CONVENTION &
VISITORS BUREAU, INC. FOR USE OF HOTEL
OCCUPANCY TAX FUNDS FOR PROMOTING THE ARTS
ADVERTISING COMMITTEE**

THIS AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2016, between the City of Kerrville, Texas, a home rule municipal corporation ("City"), and the Kerrville Convention & Visitors Bureau, Inc. ("CVB").

WITNESSETH:

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

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

WHEREAS, the parties now wish to enter into this Agreement whereby the parties work toward the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms, pursuant to Chapter 351 of the Texas Tax Code; and

WHEREAS, toward that purpose, City will pay monies from its receipt of the hotel occupancy tax revenues to CVB; and

WHEREAS, pursuant to its receipt of such funding, CVB will advertise and promote Kerr County arts and cultural events throughout Texas in accordance with the CVB marketing plan; and

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

WHEREAS, during this year's budget process, the City Council was advised of the purpose and intent of the Arts Advertising Committee ("Committee") and the use of hotel occupancy tax revenues to advertise and promote the arts in Kerr County; and

WHEREAS, CVB will administer the funding designated for the purposes of the Committee; and

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

ARTICLE I

A. In consideration of CVB promoting the City of Kerrville and fulfilling the requirements specified below in support of the Committee and its purposes, the City will pay CVB the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) during the term of this Agreement, such funds to come from the City's receipt of hotel occupancy tax revenues.

B. The City will pay CVB the amount specified in I.A., above, in four, equal quarterly payments, with such payments to be made by the City on or before November 10, February 10, May 10, and August 10.

ARTICLE II

CVB understands that the funds paid to CVB by the City are derived from tax revenues collected under the City's hotel occupancy tax ordinance and that the City has estimated the tax revenues to be collected during the term of this Agreement in its budget. CVB further understands, acknowledges, and agrees that if the tax revenues actually collected by the City are less than the estimated tax revenues to be collected during the City's fiscal year, City will be under no obligation to pay CVB for the full amount set forth in Article I, above, but instead, the City may reduce any one or all of the quarterly payments based upon the City's good faith estimate of present and future tax revenue.

ARTICLE III

A. CVB must use the funding that it receives from City under this Agreement for the sole purpose of advertising in state-wide magazines and newspapers such as *Texas Highways*, *Texas Monthly*, *AAA Journey*, and the *Texas Events Calendar* regarding exhibits, performances, and events such as those held by or at the Kerr Arts & Cultural Center, Playhouse 2000, Kerrville Festival of the Arts, Kerrville Folk Festival, Kerr County Fair, Kerrville Wine and Music Festival, Hill County Arts Foundation, Kathleen C. Cailloux City Center for the Performing Arts, Riverside Nature Center, Symphony of the Hills, Kerrville Chalk Festival, and the Museum of Western Art, collectively referred to herein as the "Arts Group".

B. CVB must coordinate the Committee to include representatives from each member of the Arts Group.

C. CVB will host at least 10 monthly meetings during the term of this Agreement for the Committee. Toward that end, CVB will prepare the meeting agendas and send out meeting notices to the Committee, the Arts Group, and the City. The meeting will be open to the public, which the meeting agenda and notice will note.

D. CVB will sign advance insertion orders with magazines and newspapers; prepare layout of advertisements; seek approval from each Committee member that is advertising for a specific exhibit, performance, or event; and submit the advertisements and required payment for publication.

E. Upon a request from City, CVB shall provide a written report and full documentation to the City showing the advertisements and expenditures it has made or will make pursuant to this Agreement and that the funds provided by City pursuant to this Agreement were used only for the purposes authorized by this Agreement. CVB must maintain books of account with correct entries of all expenditures that are made according to the terms of this Agreement and of funds allocated from other sources. Any and all books of account of CVB must be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents must be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including statements of account relating to the disposition of funds provided by the City under this Agreement and funds allocated from other sources. CVB must maintain these books of account in Kerr County for a period of three (3) years following the expiration of the term of this Agreement. Notwithstanding Article I, above, City will be under no obligation to make any payment to CVB if the reports required by this Article III have not been delivered to City.

ARTICLE IV

The term of this Agreement is for a period beginning on December 14, 2016, and ending September 30, 2018, unless this Agreement shall have been sooner terminated or extended in accordance with other provisions contained herein. This Agreement may be extended for two additional three (3)-year terms as follows. Should either party fail to notify the other in writing by September 30 of the year immediately preceding the last year of the existing Agreement term of the desire to terminate the Agreement at the end of the term, the Agreement shall automatically renew.

ARTICLE V

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

CVB's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

ARTICLE VI

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

ARTICLE VII

CVB agrees to assume and does hereby assume all responsibility and liability for the services it performs under this Agreement. **CVB COVENANTS AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES** from all suits, actions, claims, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any intentional or negligent act, omission, or conduct of CVB, its officers, employees, agents, or servants.

ARTICLE VIII

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

ARTICLE IX

CVB must adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and must maintain in effect during the term of this Agreement any and all federal, state and local licenses and permits, which may be required of CVB generally.

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

The obligations of the parties to this Agreement are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue will lie in Kerr County, Texas.

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

Neither City nor CVB will be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which will mean acts of God, civil riots, floods, and any other cause not reasonably within the control of City or CVB except as herein provided, and which by the exercise of due diligence City or CVB is unable, wholly or in part, to prevent or overcome.

ARTICLE XVI

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties, which relate to matters in this Agreement.

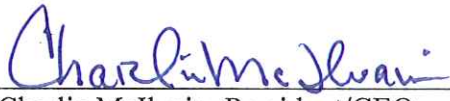
IN WITNESS THEREOF, the parties hereto, acting under authority of their governing body and board of directors, have caused this Agreement to be duly executed in two counterparts, each of which will constitute an original.

(signatures begin on following page)

CITY OF KERRVILLE, TEXAS

**KERRVILLE CONVENTION &
VISITORS BUREAU, INC.**

By _____
Don Davis, Interim City Manager



Charlie McIlvain, President/CEO

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Agenda Item:

3F. Regional Rescue Team memorandum of understanding between Southwest Texas Regional Advisory Council (STRAC) and the City of Kerrville for participation on a regional rescue team. (staff)

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

SUBJECT: Regional Rescue Team Memorandum of Understanding (MOU)

FOR AGENDA OF: 11/08/2016

DATE SUBMITTED: 11/02/2016

SUBMITTED BY: Dannie Smith *D.C.S.*
Fire Chief

CLEARANCES: Don Davis
Interim City Manager

EXHIBITS: Memorandum of Understanding

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 Southwest Texas Regional Advisory Council (STRAC) is a non-profit organization made up of 70 Fire/EMS agencies, and 35 hospitals within a 22 county region, called a Trauma Service Area (TSA). TSA-P covers the majority of the Hill Country and extends to the Mexico border, to include Del Rio and Eagle Pass. This geographic region is prone to swift-water/flooding emergencies that require rapid response of well-trained public safety personnel. In recent years, this area has experienced at least three major flooding events that resulted in dozens of lives lost, and hundreds of millions of dollars in property damage.

The goal of the STRAC Regional Rescue Team is to provide rapid (<30-60 min) response to requests for assistance. This response is only at the request of the on-scene command personnel. The Regional Rescue Team provides a mechanism to organize existing swift-water resources within TSA-P into a comprehensive regional team capable of assisting our region.

Participating agencies must sign an MOU, and members are required to have a STRAC sponsorship letter signed by their chief or administrator. This letter specifies that when on team assignment, whether training or actual missions, that they are "on-duty" for their sponsoring department. This means that all medical and death benefits coverage from their sponsoring department are in force, regardless of actual location of the injury or death.

The Regional Rescue Team should be viewed as an organizing body, to better coordinate existing resources, such as rescue personnel, boats, and Personal Water Craft's etc. from member agencies.

RECOMMENDED ACTION

Adopt and approve the MOU between STRAC and the City of Kerrville for participation on a Regional Rescue Team.



STRAC Emergency Operations Division/Regional Rescue Team

Description:

The Southwest Texas Regional Advisory Council for Trauma is a non-profit organization made up of 70 Fire/EMS agencies and 35 hospitals within the 22 county region, called a Trauma Service Area (TSA). TSA-P covers the majority of the Hill Country and extends to the Mexican border, to include Del Rio and Eagle Pass. This geographic region is prone to swiftwater/flooding emergencies that require rapid response of well-trained public safety personnel. In recent years, this area has experienced at least three major flooding events that resulted in dozens of lives lost and hundreds of millions of dollars in property damage.

Many of the Fire/EMS agencies that responded to these flooding incidents or smaller incidents in the recent past have expressed concern that flooding presents specific challenges to rescue response. Due to the unique characteristics, normal mutual aid assistance from neighboring departments becomes useless, as floodwaters tend to affect larger areas. In essence, if your area is getting floodwater, chances are your neighboring mutual aid departments are getting floodwater as well. This creates a situation where we need to look farther than normal to bring additional swiftwater rescue assets to bear. This type of equipment is expensive and only rarely used, and is also difficult for most departments to train with due to the arid nature of Texas under most circumstances.

The goal of the STRAC Regional Rescue Team is to provide rapid (<30-60 min) response to requests for assistance. This response is only at the request of the on-scene command personnel. The Regional Rescue Team will provide a mechanism to organize the existing swiftwater resources within the TSA-P public safety agencies into a comprehensive regional team capable of assisting our region's concerns. The initial thrust of the team is aimed at swiftwater rescue, but other areas of technical rescue will be examined for future expansion of the team. Monthly training will be conducted and attendance at a minimum of 50% of these training events will be required to be eligible for team membership.

Membership is open to any public safety provider; (Fire, EMS, Law Enforcement, etc) either paid or volunteer. Requirements at present include SRT-I (NFPA 1670 Operations level) or higher from any approved training program. In addition, due to the physical demands of swiftwater rescue, the ability to operate for extended periods in strenuous exercise environments is required. EMT certification is encouraged. It is anticipated that the majority of the team will be at the Technician level and able to operate in many different rescue applications, such as paddle boat, power boat, PWC or helo rescue.

Members are required to have the STRAC sponsorship letter signed by their chief or administrator, specifying that when on team assignment, whether training or actual missions, that they are "on-duty" for their sponsoring department. This means that all medical and death benefits coverage from their sponsoring department are in force, regardless of actual location of the injury or death. In the event that a candidate is unable to obtain a signature on the sponsorship letter, they will be required to have a liability waiver on file with the team.

The Regional Rescue Team should be viewed as an organizing body, to better coordinate existing resources, such as rope, boats, PWC's etc from member agencies. These pieces of equipment may or may not be available at the time of request, due to the specific weather considerations at that moment. In addition, the RRT has powerboats, jet skis and other rescue equipment that are reserved for RRT use. STRAC has a policy with Volunteer Fireman's Insurance Services (VFIS) to replace or repair any and all equipment damaged or lost during training or rescue missions, so sponsoring departments do not suffer unreasonable losses.

Some members of the Emergency Operations Advisory Committee also sit on the TEEX Texas Task Force -1 state water rescue committee and the regional rescue team routinely participates as a Tx Task Force-1 swiftwater asset for state deployments.

**Southwest Texas Regional Advisory Council
Emergency Operations Division
Regional Rescue Team
MEMBERSHIP APPLICATION**

(Circle all that apply)

Emerg. Ops Division Position: **Rescue** **ERU/MCI/Communications/STL**

NAME

LAST: _____ FIRST: _____ MI: _____

ADDRESS

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

COMMUNICATION

HOME: _____ PAGER: _____ WORK: _____

CELL: _____ E-Mail _____

EMPLOYMENT HISTORY / PUBLIC SAFETY AGENCY AFFILIATION

CURRENT EMPLOYER: _____

ADDRESS: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ YEARS: _____ SUPERVISOR: _____

DUTIES: _____

BRIEFLY SUMMARIZE ANY RESCUE RELATED EXPERIENCE, EMERGENCY PREPAREDNESS OR DISASTER RESPONSES YOU HAVE ASSISTED IN & LIST ALL COURSES ATTENDED:

STRAC
Emergency Operations Division/Regional Rescue Team
Memorandum of Understanding

I, _____, being the department/organization administrator
(Chief or Administrator)
of _____, have reviewed the
(Department or Agency)
general and specific requirements of the position(s) being applied for by

_____ with the STRAC Emergency
(Applicant)
Operations Division/Regional Rescue Team and hereby certify that he/she does meet the general requirements of the position being applied for as specified and the following:

1. Is at least 21 years of age.
2. Is a United States citizen

It is understood that the person making application shall be allowed by the sponsoring department/organization to participate in needed training exercises, mobilization exercises, and continuing education as required by the STRAC Emergency Operations Division/Regional Rescue Team. By sponsorship of the applicant, the department/organization will ensure that all health insurance, worker's compensation and death benefits that are provided by employment are in force for any and all official Emergency Operations Division/Regional Rescue Team training, mission responses, or any other official Team event and STRAC shall have no responsibility therefore. The department/organization also acknowledges that allowing the applicant to participate in team activities shall not place in jeopardy the response requirements or standard levels of service of the sponsoring department/organization.

Signature: Department/Organization Administrator

Date

Signature: Applicant

Date

Accepted:

Signature: STRAC Executive Director

Date

Agenda Item:

3G. Infection Control Officer memorandum of understanding between Southwest Texas Regional Advisory Council (STRAC) and the City of Kerrville. (staff)

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

SUBJECT: Infection Control Officer Memorandum of Understanding

FOR AGENDA OF: 11/08/2016

DATE SUBMITTED: 11/02/2016

SUBMITTED BY: Dannie Smith
Fire Chief

CLEARANCES: Don Davis
Interim City Manager

EXHIBITS: Memorandum of Understanding

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 Department of State Health Services (DSHS) requires every Emergency Medical Service (EMS) Provider to have a designated Infection Control Officer (ICO), and Infection Control Policies. The Kerrville Fire Department utilizes the EMS Division Chief/EMS Coordinator to fill this role for compliance. The Division Chief/EMS Coordinator is not an Infection Control nurse or physician, but has an understanding of best practices and receives assistance from other local health partners. The MOU will allow the Kerrville Fire Department to utilize the ICO for UT Health Sciences Center, San Antonio Hospital System. The South Texas Regional Advisory Council (STRAC) has developed the MOU; which is a regional consortium comprised of 21 agencies in the Bexar County region.

The MOU will allow the UT/ICO to participate and make recommendations on the following:

- Conduct an onsite agency review.
- Report recommendations for improvement to the Chief officer or his designee
- Tailor the regional infection control plan (RICP) to the specific needs of the agency
- Conduct additional site visits as needed.
- Provide assistance with agency personnel exposure to include:
 - Prophylactic guidance.
 - Consultation services to ER physicians handling the exposure.
 - Assisting the Emergency Response Employee (ERE) through the Blood and Body Fluid Exposure process.

RECOMMENDED ACTION

Adopt and approve the MOU between between STRAC and the City of Kerrville for a Regional Infection Control Officer Program.



Southwest Texas Regional Advisory Council

REGIONAL INFECTION CONTROL OFFICER PROGRAM

APRIL, 2016



EXECUTIVE SUMMARY

The Regional Infection Control Officer Program is a co-operative approach to addressing the essential infection control and prevention needs of EMS agencies in the Southwest Texas Regional Advisory Council (STRAC) region.

In the 84th session of the Texas Legislature, SB 1574 was passed, placing requirements on EMS agencies to have Designated Infection Control Officers, increase prevention and reporting processes and allow hospitals to provide better information to EMS providers.



The Regional Infection Control Officer (RICO) Program provides a mechanism to normalize, centralize and simplify processes for EMS agencies to meet the requirements of SB1574 and provide consistent, quality infection prevention, rapid assistance from qualified IP providers if an exposure occurs while also ensuring regulatory compliance.

STRAC has partnered with San Antonio Fire Department and the Office of the Medical Director, Emergency Health Sciences Department of the UT Health Sciences Center San Antonio to create the RICO program. Dr. David Miramontes, SAFD/EMS Medical Director oversees the RICO program, and EHS Infection Preventionists manage the day to day operations.

Over 20 EMS agencies throughout the region have signed on to the RICO program. The RICO Infection Preventionist meets with each department and, at a minimum, will:

As each agency is on-boarded to the RICO program, The Regional Infection Control Officer will:

- Conduct an onsite agency review.
- Report recommendations for improvement to the Chief officer or his designee
- Tailor the regional infection control plan (RICP) to the specific needs of the agency
- Conduct additional site visits as needed.
- Provide assistance with agency personnel exposure to include:
 - Prophylactic guidance.
 - Consultation services to ER physicians handling the exposure.
 - Assisting the Emergency Response Employee (ERE) through the Blood and Body Fluid Exposure process.

ABBREVIATIONS/DEFINITIONS:

1. **EMS Agency** – means any EMS providers in TSA-P.
2. **ERE** – Emergency Response Employee
3. **Hospitals** – Any hospital in TSA-P
4. **MEDCOM** – Regional medical communications center that handles trauma transfer requests, MCI activation, dispatch of STRAC Emergency Operations and EMTF assets and other regional issues as assigned. MEDCOM's primary # is 210-233-5815
5. **Primary Infection Control POC** – The EMS agency or hospital Point of Contact (POC) that is routinely available to handle infection control issues or concerns on a daily basis. Examples would be Emergency Physicians, ED Directors, EMS shift commanders, etc.
6. **Senior Infection Control POC** – The agency or hospital Point of Contact (POC) that is ultimately responsible for overseeing the organization's infection control issues and has the authority to speak on behalf of the organization. The Senior Administrative POC will handle concerns that cannot be resolved by the Primary POC. Examples would be System Directors, COOs, CEOs, EMS Chiefs, EMS Medical Directors, etc.
7. **STRAC** – Southwest Texas Regional Advisory Council
8. **TSA-P** – Trauma Service Area – P. TSA-P is the 22 county region in and around San Antonio designated by the Department of State Health Services. (See attached map)

TERM

This memorandum of understanding is in effect on the date on which it is signed and remains in effect for a period of three (3) years or until written notification is received revoking the Memorandum of Understanding with the STRAC. All parties reserve the right to terminate this MOU at any time, with or without cause. Thirty (30) day written notification is required for termination of the MOU.

Upon expiration thereof, this agreement will continue in force until either party notifies the other party in writing of its intent to terminate this agreement in which case it shall terminate ninety (90) days from the date of the notice.

ORGANIZATION:

(Insert Hospital or EMS Agency Name here)

PRIMARY POC Name & Title:

PRINT NAME

PRINT TITLE

PRIMARY POC Signature:

Date: _____

ORGANIZATION:

Southwest Texas Regional Advisory Council

PRIMARY POC Name & Title:

Eric Epley, Executive Director

PRIMARY POC Signature:

Date: _____

Agenda Item:

(Staff)

3H. Air Medical Providers Advisory Group memorandum of understanding between Southwest Texas Regional Advisory Council (STRAC) and the City of Kerrville. (staff)

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

SUBJECT: South Texas Regional Advisory Council (STRAC) Air Medical Providers Advisory Group (AMPAG) - Memorandum of Understanding (MOU)

FOR AGENDA OF: 12/13/2016

DATE SUBMITTED: 11/22/2016

SUBMITTED BY: Dannie Smith 
Fire Chief

CLEARANCES: Don Davis
Interim City Manager

EXHIBITS: STRAC AMPAG - MOU

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

The South Texas Regional Advisory Council (STRAC) Air Medical Providers Advisory Group (AMPAG) in collaboration with the Regional Emergency Department Operations Committee, and Prehospital Committee has identified the need to provide medical support for ground EMS Providers. This is necessary in the event air assets are not available to conduct inter-facility critical care transports for prolonged periods due to weather, or other unforeseen circumstances.

The attached MOU is for utilization of Air Medical Crews to assist EMS in providing patient care during transfers from Peterson Regional Medical Center (PRMC) to a San Antonio Hospital. We currently use personnel from Air Medical crews to assist with critical patients when patient care is beyond our scope of practice, and requires transport from PRMC to a San Antonio hospital. This is currently accomplished through informal agreements and understanding between agencies to include the hospital. This MOU creates a formal agreement to specifically address patient care and billing the patient.

RECOMMENDED ACTION

Approve and adopt MOU between South Texas Regional Advisory Council (STRAC) Air Medical Providers Advisory Group (AMPAG) and the City of Kerrville.

MEMORANDUM OF UNDERSTANDING

between

AIR MEDICAL PROVIDERS, EMS PROVIDERS and HEALTHCARE FACILITIES

for

AIR MEDICAL SUPPORT OF CRITICAL CARE GROUND TRANSPORT

1. PARTIES

The Parties to this Memorandum of Understanding are the **Air Medical Providers** listed below, participating **Healthcare Facilities** within the STRAC region and licensed **EMS Providers** who have signed this Memorandum.

Air Medical Provider Program Name	Corporation / Part 135 Certificate Holder
Air Evac Lifeteam	Air Evac Lifeteam
San Antonio AirLIFE	Air Methods Corporation
Methodist AirCare	Air Evac Lifeteam
Methodist AirCare	REACH
PHI Air Medical- Uvalde Med-Air	PHI Air Medical, LLC

2. EXECUTIVE SUMMARY

The STRAC Air Medical Providers Advisory Group (AMPAG) in collaboration with the Regional Emergency Department Operations Committee and Prehospital Committee has identified the need to provide medical support for ground EMS Providers in the event that air assets are not available to conduct inter-facility critical care transports for prolonged periods due to weather or other unforeseen circumstances.

3. ROLES AND RESPONSIBILITIES

- a. All parties (transferring hospital, transferring physician, ground ambulance provider and air medical provider) must be in agreement the Ground Critical Care Transport can be conducted in a safe and efficient clinical environment.
 - i) All parties understand that responsibility is shared.
 - ii) All parties have equal right of refusal.
 - iii) All parties are deemed to be in agreement once the inter-facility transfer mission has been accepted.
- b. This document supports the Air Medical Provider with respect to crew safety, legal, and financial responsibility.
- c. Requests for Air Medical Provider support of Critical Care Transport by ground should only be initiated when the transferring hospital's contracted ambulance provider (private or municipal) is not able to support Critical Care Transport by ground due to:

- i) Ambulance Provider protocol or clinical capability
 - ii) Ambulance Provider availability
- d. Air Medical Provider support of Ground Critical Care Transport should be considered when all Air Medical Providers in the region are not able to accept a request for inter-facility transfer based on a prolonged weather event or other mitigating factors preventing response.
- e. Air Medical Provider support of Ground Critical Care Transport should not be considered when:
 - i) The patient meets criteria for air transportation and there are no mitigating factors to transport by air, such as weather or maintenance issues.
 - ii) The Air Medical Provider is able to accept mission.
 - iii) If the weather event prohibiting transport by air is forecasted to improve within the amount of time it would take to complete the transport by ground.
- f. The Air Medical Provider shall have a process in place for rapid decision-making regarding requests for Ground Critical Care Transport Support.
- g. The transferring hospital will be responsible for making the arrangements for ground transfer through their contracted ambulance provider and establishing the link to the Air Medical Provider, thereby recognizing the authority for clinical care of the patient to the Air Medical Provider. Liability associated with medical procedures will be maintained with the Agency providing primary care to the patient.
 - i) If the contracted ambulance provider is not available, the hospital is responsible for finding an alternate ground ambulance provider.
 - ii) The air medical crew have the right of refusal if the ambulance provider is not deemed adequate to support the transport based on:
 - Mechanical condition of the ambulance or availability of supplies.
 - Ambulance staffing: ambulance should consist of normal staffing configuration to meet DSHS requirement for transport.
 - iii) At no time shall the air medical crew be responsible for the operation of the ambulance.
- h. The transferring hospital will be the payer of last resort for the transport.
 - i) The Air Medical Provider will not be held responsible for payment for the ambulance transport and/or use of disposable supplies.
 - ii) The Air Medical Provider will not bill for services rendered or the utilization of supplies.

- i. The air medical crew will conduct patient care under the authority of the Air Medical Provider's Medical Director. Special equipment such as IV Pumps and medications will be provided by the Air Medical Provider if not already provided in the ambulance or by the requesting facility.
- j. All administrative support for the air medical crew will be provided by the Air Medical Provider.
- k. If any participating party to the transfer has a concern, the request shall be reviewed by the Systems PI Committee. This is on an as-needed basis.
- l. The ground provider will be responsible for returning the Air Medical crew to its point of origin, whether it be the transferring facility or their base of operation once the transport has been completed. Arrangements will be made and agreed upon prior to commencing the transport.

7. TERM

- a. This Memorandum of Understanding is in effect on the date on which it is signed and remains in effect for a period of three (3) years.
- b. All parties reserve the right to terminate this MOU at any time, with or without cause, with thirty (30) days written notification to the Southwest Texas Regional Advisory Council.

8. MODIFICATION

- a. This Memorandum of Understanding constitutes the complete agreement between the Parties relating to the matters specified herein, and supersedes all prior representations or agreements, whether written or oral, with respects to such matters.
- b. This Memorandum of Understanding may only be modified through a written amendment signed by the Parties and thus no oral modifications hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement periodically as may be required by federal or State law.

IN WITNESS WHEREOF and acknowledging acceptance of the foregoing, the Participating Agency affixes their signatures hereto

PARTICIPATING AGENCY:

Facility or Agency Name

AGENCY REPRESENTATIVE:

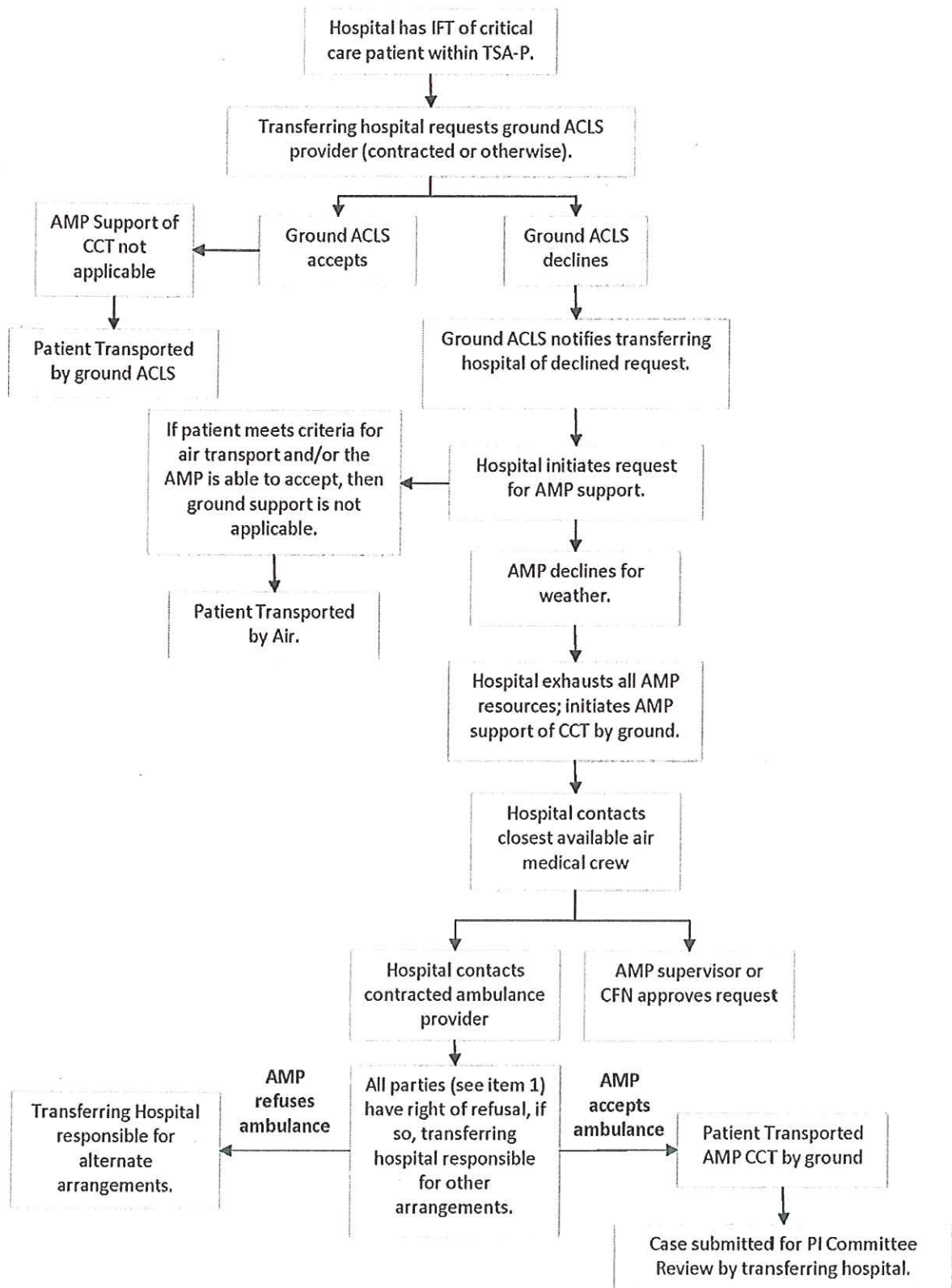
Signatory Name (PRINT)

Signatory Title

Signature

Date

APPENDIX A to MEMORANDUM GROUND TRANSPORT ALGORITHM



Agenda Item:

3I. Texas Emergency Medical Task Force memorandum of understanding between Southwest Texas Regional Advisory Council (STRAC) and the City of Kerrville. (staff)

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

SUBJECT: South Texas Regional Advisory Council (STRAC) Texas Emergency Medical Task Force (TXEMTF) – Memorandum of Understanding (MOU)

FOR AGENDA OF: 12/13/2016

DATE SUBMITTED: 11/22/2016

SUBMITTED BY: Dannie Smith *D.C.S.*
Fire Chief

CLEARANCES: Don Davis
Interim City Manager

EXHIBITS: TXEMTF-MOU

AGENDA MAILED TO: Brenda Craig, City Secretary



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 Texas Emergency Medical Task Force is comprised of eight regional teams, strategically located throughout the State of Texas, aligned with the Department of State Health Services (DSHS) Public Health Regions. These regional teams leverage existing relationships with EMS Providers, Fire Departments, Hospitals and Healthcare Organizations to provide personnel and essential resources to respond within its specific region, or throughout the State when needed. The Emergency Medical Task Force Program consists of seven components: Task Force Leadership, Ambulance Strike Teams, Ambulance Buses, Mobile Medical Units, Registered Nurse Strike Teams, Medical Incident Support Teams and Ambulance Staging Management Teams. This MOU allows DSHS providers to deploy ambulances, personnel, etc. to state disasters, and a reimbursement mechanism through the South Texas Regional Advisory Council (STRAC). We currently have an MOU on file with DSHS and this MOU is an updated version.

RECOMMENDED ACTION

Approve and adopt MOU between South Texas Regional Advisory Council (STRAC) and the City of Kerrville for personnel and essential resources during disaster incidents.



MEMORANDUM OF AGREEMENT
between
LEAD REGIONAL ADVISORY COUNCIL
and
SPONSORING ENTITY
for
EMERGENCY MEDICAL TASK FORCE

1. PARTIES

The Parties to this Memorandum of Agreement ("Agreement") are a Department of State Health Services designated Lead Regional Advisory Council ("Lead RAC") **Southwest Texas Regional Advisory Council (STRAC)**, properly authorized to do business in the State of Texas, and _____, as a Sponsoring Entity, hereafter referred to as "Sponsoring Entity" that wishes to participate as a member of the Emergency Medical Task Force ("EMTF").

Entities eligible to participate in the Emergency Medical Task Force Program include:

- a. Pre-hospital Emergency Medical Services Providers
 - i) Must be a DSHS Licensed Emergency Medical Services Provider or First Responder Organization (FRO).
 - ii) Must meet Texas Department of State Health Services (DSHS) requirements for minimum, lawful staffing per applicable DSHS licensure.
 - iii) Must have at least twelve (12) months of experience providing emergency medical services in the State of Texas.
 - iv) Must maintain a business office within the boundaries of the State of Texas.
 - v) Must adhere and abide by all federal, state and local laws and rules and must adhere and abide by the Texas Health & Safety Code, Chapter 773, Emergency Medical Services and the Texas Administrative Code, Title 25: Health Services, Chapter 157: Emergency Medical Care during the time of its deployment to provide mutual aid in a pending or actual disaster.
- b. Healthcare Facility Clinical Personnel
 - i) Must operate a Department of State Health Services licensed General Hospital.
 - ii) Must maintain a business office within the boundaries of the State of Texas.
 - iii) Must adhere and abide by all federal, state and local laws and must adhere and abide by the Texas Health & Safety Code, Chapter 241, Hospitals and the Texas Administrative Code, Title 25: Health Services, Chapter 133: Hospital Licensing.
- c. Physician and Professional Clinical Groups
 - i) Must be a business doing business in the State of Texas, providing board certified Emergency Medicine Physicians, Physician Assistants and Nurse Practitioners.
 - ii) Must maintain a business office within the boundaries of the State of Texas.

2. EXECUTIVE SUMMARY

The Texas Emergency Medical Task Force is comprised of eight regional teams, strategically located throughout the State of Texas, aligned with the DSHS Public Health Regions. These regional teams leverage existing relationships with EMS Providers, Fire Departments, Hospitals and Healthcare Organizations to provide personnel and essential resources available to respond within its specific region or throughout the State when needed. In general, regional deployments are shorter than 12 hours in duration and are initiated at the request of a local partner or jurisdiction. This type of activation constitutes regional mutual aid; therefore reimbursement may not be available. Activations originating at the state level will include a mechanism for reimbursement through a State Mission Assignment ("SMA"). Additionally, an incident that exceeds twelve (12) hours in duration will include a mechanism for reimbursement per Chapter 418 of the Texas Government code. It is important to note that an incident which warrants a State Mission Assignments can occur anywhere within the State of Texas and that Parties to this memorandum may be activated on a regional mutual aid request and transitioned to a State Mission Assignment when the incident exceeds the State threshold based on complexity, duration or cost. Additionally, the Emergency Medical Task Force may be activated by the State of Texas to respond outside the State, if requested by other States or through the Federal Emergency Management Agency, the Federal Health and Human Service Department or another duly authorized federal agency.

The Emergency Medical Task Force Program consists of seven components: Task Force Leadership, Ambulance Strike Teams, Ambulance Buses, Mobile Medical Units, Registered Nurse Strike Teams, Medical Incident Support Teams and Ambulance Staging Management Teams. These components provide maximum flexibility for the activation, deployment and utilization of specialized teams and resources needed for unique situations and missions resulting from tragedies, such as hurricanes, tornadoes, earthquakes, wildfire, flooding, terrorism and any other natural or manmade disaster.

The Emergency Medical Task Force relies on active participation from partners and stakeholders within each region and across the State of Texas to provide this valuable response capability to the citizens of Texas.

3. PREEMPTION

- a. This Agreement is not intended to replace any mutual aid agreement or compact that a Sponsoring Entity legally has in place in its community.
- b. Any business or contractual relationship that exists outside the scope of this Agreement between the Lead RAC and the Sponsoring Entity shall remain in full effect, and where provisions are applicable to multiple agreements, the Parties agree to comply with the higher standard.

- c. Parties agree that the Sponsoring Entity has the right to accept or decline an activation request during the process.
- d. The Lead RAC has final authority to assign Resources to positions within the team for a specific activation.

4. LIABILITY

- a. Sponsoring Entity shall have no right, and does by this Agreement waive its right, to file a claim(s) against DSHS, the State of Texas, and the Lead RAC for any personal or property injuries, damages or requests for State subrogation for any tort that they may incur during activation or arising therefrom, or any other claims filed against them as a result of their activities during activation. DSHS, the State of Texas, and the Lead RAC do not waive any immunity from suit or liability that they may have under state/federal laws and the Texas constitution notwithstanding the above. To the extent that Resource is a local governmental entity, unit of State government, or a Texas political subdivision, the waivers provided herein are further subject to state law and the Texas constitution which may make them unenforceable in whole or in part.
- b. Sponsoring Entity shall assume responsibility for liability claims, malpractice claims, disability claims, workers' compensation claims, attorneys' fees, and other incurred costs to the extent required by Texas law for its personnel and equipment.
- c. The Sponsoring Entity shall continue to assume legal and financial responsibility of the personnel and equipment for the duration of activation or deployment.

5. RESOURCE CREDENTIALING

- a. Sponsoring Entity shall ensure that all personnel meet all licensing, training and certification requirements related to his/her particular profession and/or mission.
- b. Sponsoring Entity shall ensure that all personnel are actively employed and engaged in the clinical specialty which they are assigned within the team.

6. REIMBURSEMENT

- a. Summary
 - i) The Emergency Medical Task Force Program, in conjunction with the Department of State Health Services, committed to timely reimbursement of Sponsoring Entities that provide resources and personnel in times of disaster.
 - ii) Sponsoring Entities are encouraged to file their reimbursement packets through their Lead RAC as quickly as possible to ensure timely reimbursement from DSHS but no later than 6 (six) months after the demobilization.

- iii) Reimbursement for costs associated with EMTF activities will be process and paid within 45 days. The 45 day reimbursement timeline will begin only after a completed reimbursement packet is accepted by the Department of State Health Services.

7. TERM

- a. The term of this Agreement is ongoing until cancelled by either part with 30 day written notice to the other. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of law rules.

8. MODIFICATION

- a. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether written or oral, with respects to such matters.
- b. This Agreement may only be modified through a written amendment signed by the Parties and thus no oral modifications hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement periodically as may be required by federal or State law.
- c. Operational plans and administrative procedures pertaining to the participation of the Sponsoring Entity within the program will be facilitated through the Sponsoring Entity Point of Contact, listed below. Changes to the individual identified as the Sponsoring Entity Point of Contact shall be submitted in writing by the authority signed below.

Sponsoring Entity Point of Contact:

Name:

Title:

- d. Any notice required under this Agreement to be given to either the Lead RAC or the Sponsoring Entity shall be made in writing to:

Lead RAC: STRAC
Attn to: Eric Epley
Address: 7500 U.S. HWY 90W
Suite 200
City, State: San Antonio, Texas
Zip: 78227

Entity:
Attn to:
Address:
City, State: , Texas
Zip:

IN WITNESS WHEREOF and acknowledging acceptance of the foregoing, the Parties affix their signatures hereto

**Southwest Texas Regional Advisory
Council (STRAC)**

**Sponsoring Entity
DBA**

Signature
Eric Epley
Executive Director

Signature
Printed Name
Title

Date

Date

Agenda Item:

(Staff)

3J. Resolution No. 30-2016 authorizing specific city employees to sign official bank transactions on behalf of the City of Kerrville. (staff)

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

SUBJECT: Resolution authorizing signers for banking and investment transactions

FOR AGENDA OF: December 13, 2016 **DATE SUBMITTED:** November 10, 2016

SUBMITTED BY: Sandra Yarbrough  **CLEARANCES:** Don Davis
Director of Finance Interim City Manager

EXHIBITS: Resolution

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Governmental banking and investment regulations require a resolution authorizing signers for banking and investment transactions to be on file with City of Kerrville designated depositories and investment agencies.

Recent personnel changes require adding new signers and removing signers no longer employed on the City of Kerrville with the designated depositories and investment agencies.

RECOMMENDED ACTION

Staff recommends approval of resolution designating authorized signers by position for banking and investment transactions.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 30-2016**

**A RESOLUTION AUTHORIZING SPECIFIC CITY
EMPLOYEES TO SIGN OFFICIAL BANK TRANSACTIONS
ON BEHALF OF THE CITY OF KERRVILLE**

WHEREAS, the City Council of the City of Kerrville, Texas, finds it necessary to appoint and affirm the authorization of certain City employees to sign and thereby approve transactions pursuant to the City's various bank and/or investment accounts;

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

SECTION ONE. Financial institutions that the City has entered into agreements with for various bank and investment services are entitled to honor and to charge the City of Kerrville for such checks, drafts, or other orders, regardless of by whom or by what means the actual or purported facsimile signatures thereon may have been affixed, if such signatures resemble the facsimile specimens duly certified to or filed with such institutions by any of the five following designated employees for the City:

**City Manager
Deputy City Manager
Director of General Operations
Director of Finance
City Attorney**

SECTION TWO. All other previous resolutions that conflict with any provision of this Resolution are hereby repealed.

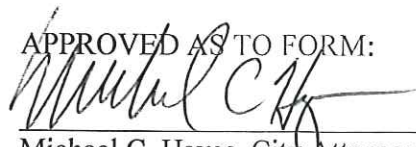
PASSED AND APPROVED ON this the ____ day of _____, A.D., 2016.

Bonnie White, Mayor

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

(Staff)

3K. Agreement for Assessment and Collection Services between County of Kerr and the City of Kerrville. (staff)

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

SUBJECT: Authorize Interim City Manager to sign contract with provider for ad valorem tax collections

FOR AGENDA OF: December 13, 2016 **DATE SUBMITTED:** November 11, 2016

SUBMITTED BY: Sandra Yarbrough
Director of Finance **CLEARANCES:** Don Davis
Interim City Manager

EXHIBITS: Kerrville Independent School District letter
Request for Proposal submitted by Kerr County Tax Assessor-Collector
Contract for Services

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Ad valorem tax collection services for City of Kerrville has been provided through Kerrville Independent School District tax office by an agreement beginning January 31, 2012, to remain in effect for five years, and ending January 31, 2017. The City of Kerrville submitted a Request for Proposal to both ad valorem tax collection entities, Kerrville Independent School District Tax Office and Kerr County Tax Assessor-Collector for consideration of ad valorem tax collections services after January 31, 2017. Kerrville Independent School District, by written notification, respectfully declined to submit a Request for Proposal. Kerr County Tax Assessor-Collector submitted a Request for Proposal which met the criteria as requested.

RECOMMENDED ACTION

Staff recommends approval of authorization for Interim City Manager to sign contact with Kerr County Tax Assessor-Collector to provide ad valorem tax collection services for City of Kerrville after January 31, 2017.



Kerrville ISD
1009 Barnett Street
Kerrville, TX 78028

Phone: (830) 257-2200, ext. 235
Fax: (830) 257-2249

October 9, 2016

Sandra Yarbrough
701 Main St.
Kerrville, TX 78028

Mrs. Yarbrough,

I received your memorandum announcing a Request for Proposals for Tax Collection Services on Thursday, November 3. Kerrville Independent School District has collected taxes for the City of Kerrville for the last five years. The agreement for tax collection services signed in October of 2011, symbolized a partnership between our entities. The organizational mission of Kerrville Independent School District is to educate our community's school children. The spirit of good will fostered by partnerships enhances the school district's ability to accomplish that mission. However, responding to an RFP implies the district seeks a business relationship with the city.

To that end, I respectfully decline the opportunity to submit a proposal for tax collection services. I wish you the best of luck with this important decision, and I assure you that Kerrville ISD will cooperate fully with the transition from the Kerrville ISD Tax Office to whomever collects your taxes in the future.

Sincerely,

Wade Ivy
Interim Superintendent
Kerrville Independent School District

**Kerr County Tax Office
Response to RFP for
City of Kerrville Tax Collections
by
Diane Bolin, Kerr County Tax Assessor Collector
Nov. 7, 2016**

SCOPE OF SERVICE:

- Calculate Tax Rates for entities
- Publish all notices required by the Truth in Taxation law pertaining to the tax rate and public hearings.
- Print consolidated statements with other entities we collect for.
- Print delinquent notices in February and May for real property and March for personal property. In July our tax attorney mails delinquent statements to all taxpayers that are still unpaid at that time.
- Send half payment reminder notices to all taxpayers that chose the split pay option in November for the second half that's due in June.
- Provide return envelopes to taxpayers for convenience in paying their taxes.
- Provide exemplary customer service by treating everyone with respect and dignity.
- Complete and file State Property Value Study Reports as required by law.
- Payments to entities are made weekly year round. End of Month reports and payments are made by the 10th of each month or sooner when possible.
- When we went with True Automation for our tax software provider I implemented stricter internal controls with an accounting program known as CIC (Computer Information Concepts). It was designed by a CPA and is integrated with our tax collection software. All payments are pulled into the CIC system, balanced daily and at the end of the week a payment file is generated for the bank for each of the entities for which we collect.
- All payments to entities are ACH. Our County fiduciary is Security State Bank.
- All entities use the same tax attorney to collect delinquent taxes. My law firm is Perdue, Brandon, Fiedler, Collins and Mott, LLC. Jerry Shiever and Sergio Garcia are the attorneys that service Kerr County taxpayers.

QUALIFICATIONS:

- I have worked in the Kerr County Tax Office for 30 ½ years, Dallas County Tax Office 2 ½ years and the El Paso County, Colorado Tax Office for 2 years before moving to Dallas.
- I was appointed by the Kerr County Commissioners Court as Tax Assessor Collector and sworn in on September 6th, 2006.
- County Tax Assessor/Collectors are no longer required to be certified through Texas Department of Licensing and Regulation (TDLR). We are certified through Texas A&M and the Tax Assessor Collectors Association of Texas (TACA).
- Before the change through legislation in 2014, I was certified with TDLR. I have been through all the courses, the 4 and 8 hour tests required to receive my certification in 2002. I was classified as a Registered Texas Assessor until the law changed. My current designation is Professional County Collector (PCC) and I'm working toward the highest certification of Professional County Assessor Collector (PCAC)
- I am an educational provider for TDLR CEU's.
- I am on the Board of Directors of TACA, Committee Chair for the Awards Committee (may not be a member unless you have won the award) and Elections Committee.
- I am on the State Comptroller Committee, Legislative Committee, Education Committee, TxDMV Committee and Program Committee for TACA.
- I have been the Regional Coordinator for the San Antonio Region since 2007. As Regional Coordinator, I coordinate meetings with all 16 counties in the region and arrange for speakers to allow continuing education credits as required to maintain our certification.
- I was nominated in 2011 and 2013 by my region for the Tax Assessor Collector of the Year award. I was honored to receive the award in 2013. A vote of confidence by my peers throughout the state for the work I do in my office and to promote the tax office in general. This award is given to one tax assessor collector from the State of Texas each November.
- I received a "Diane Bolin Day" resolution from the Maverick County Commissioners Court for the educational opportunities I have provided my region and my willingness to help when needed.
- I am an active member of the Texas School Assessor's Association (TSAA), Texas Association of Assessing Officers (TAAO), Texas Association of Appraisal Districts (TAAD), International Association of Assessing Officers (IAAO) and the Tax Assessor Collector Association of Texas (TACA)

BILLING OPTIONS:

- We provide paper tax statements to taxpayers
- We offer electronic tax statements

- Mortgage company service companies provide us with an electronic bill request file. We load the file before tax bills are generated then send them an electronic bill file. They pay us with an electronic payment file and wire the money to a special account that is strictly for this purpose.
- We send out delinquent tax statements once all payments that are postmarked by January 31st have been posted through February 10th, we send the statements to each taxpayer that is still unpaid at that time.

PAYMENT OPTIONS:

- Full payment by January 31st of following year (i.e. 2016 tax bills due by Jan. 31st 2017)
- Split payment option to all taxpayers. First half is due by Nov. 30th with the second half due by June 30th of the following year without penalty or interest.
- Quarter payments due Jan 31, March 31, May 31 and final payment July 31. This is an option provided by law for anyone with a Homestead exemption and either an Over 65 or Disabled Person exemption on the same property. This is mandated by law and cannot be refused by the tax office.
- If a taxpayer is behind on their taxes, we offer an installment agreement (also required by law on residential homestead). They pay a "down payment" when they set it up and then pay monthly until it's paid off. They are required to keep all subsequent years current or it defaults the agreement. They have up to 36 months, by law, but they generally don't take that long to pay them out.

METHOD OF PAYMENTS ACCEPTED:

- Cash
- Personal Check
- Money Order
- Travelers Check
- Cashier's Check
- Credit/Debit card (2.50% of total tax bill is collected by the service company for the service)
- Electronic Check (flat fee of \$ 1.50 collected by the service company for this service)
- Payments are accepted in person and by mail
- Payments may be paid online with a Credit/Debit card or Electronic Check.
- Overseas taxpayers and mortgage companies are offered a wire payment option if they would prefer sending their payment that way.
- We have implemented black light counterfeit detectors at each work station. Cash, credit/debit cards, drivers license, ID cards and checks are checked to assure they are not counterfeit. This measure has been well received by the public.

BUSINESS HOURS:

- Office hours are 8:30 am to 4:30 pm Monday through Friday Downtown and 8:00 am – 4:30 pm Monday through Friday in our Ingram Annex Tax Office
- We answer the phones 8:00 am to 5:00 pm and after if we're here. We also answer them when we work weekends.
- We do not close for lunch
- County Holidays are attached

TRAINING:

- I provide a refresher course each year held in Kerr County for the Truth in Taxation portion of my job. (tax calculations and publications) I invited the City of Kerrville Finance Director and the Kerrville ISD Tax Collector and Finance Officer to these. The City Finance Director and her assistant were able to attend the 2016 meeting but the KISD has never attended.
- My staff is working toward their Professional Deputy Assessor Collector (PDAC) Certifications. They take the same courses I have to take and get their certifications so they know what they are required by law to do and to help the taxpayers in a more efficient, professional manner.
- We recently had a day that the office was closed and we had customer service training, counterfeit money identification training, red flag training for counterfeit titles and a refresher for filling out motor vehicle paperwork and what to look for. We had representatives from Security State Bank, the State Comptroller's office and the TxDMV Regional Service Center. The morning portion was closed to the public but Bandera County and Gillespie County both closed their office and came to the full day's training. The afternoon was open to all motor vehicle dealerships in Kerr, Bandera and Gillespie Counties as well as our staff.
- We have webinars we attend when they are offered. There are generally 6 to 8 a year for property tax collection that anyone that has collected taxes attend as well as our annual TACA conference and the VG Young Institute of County Government educational meeting in November.
- During our regional meetings I have certified instructors/tax professionals talk to us about property tax issues that will give us better understanding and meet with the requirement for our CE's.
- Every legislative year we have a legislative update after the session(s) is over so we're familiar with the new laws and changes that have come down that year and are able to implement them.

FEES:

- Fees to the City of Kerrville will be .50% of the amount collected per month, both current and delinquent taxes and penalty and interest. They are taken out before payment is made to each entity and is shown on the end of month report.
- Attorney fees are paid at the end of each month and are reflected on the end of month report for each entity. These fees are actually paid by the delinquent taxpayer and not the taxing entities.
- Refunds are paid automatically from current month collections. We do not require the taxpayer to request the refund. These are also reflected on the End of Month reports.

AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES
BETWEEN COUNTY OF KERR AND
THE CITY OF KERRVILLE

THIS AGREEMENT is made and entered into this ____ day of _____, 20____ by and between the County of Kerr, a local governmental entity, duly organized and existing under the laws of the State of Texas, (hereinafter called "County") and the City of Kerrville (hereinafter called "City"), a political subdivision of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

WHEREAS, the parties enter into this Agreement in order to promote governmental efficiency; and,

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24, 6.30, 33.07, 33.08 and 33.11, of the TEXAS PROPERTY TAX CODE, and by Chapter 791 of the TEXAS GOVERNMENT CODE which is known as the Interlocal Cooperation Act; and,

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, the parties hereto mutually agree as follows:

1.0 PERFORMANCE. Performance by the County of the assessment and collection of each year's property taxes for the City shall begin on _____, 20____ and shall continue unless terminated as provided herein below.

2.0 SERVICES TO BE PERFORMED

2.01 Collection of Ad Valorem Property Taxes and Delinquent Taxes. The County shall assess and collect the ad valorem property taxes owing to the City, with regard to all properties on City's tax roll. The County shall also collect the delinquent taxes, penalties and interest owing to City as hereinafter provided in this Agreement, including the enforcement of the collection of said delinquent taxes. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects as specified in this Subsection 2.01, the County further agrees to perform for City all the duties related to the assessment and collection of taxes for City provided by the laws of the State of Texas for the collection of said taxes. The obligation of the County does not include the obligation to appraise properties.

2.02 Performance of Functions and Consolidated Tax Statements. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects within City, as specified in Subsection 2.01 hereof, the County shall perform, all the functions set out in Subsection 12.01 of this Agreement. In connection therewith; the County agrees to prepare consolidated tax statements for each taxpayer. The tax statement shall include taxes owed to all taxing units to which the taxpayer owes taxes, except those units which have not contracted with the County for the Assessment and Collection of

taxes. The County shall mail said tax statements to each taxpayer or authorized agent of property within City.

2.03 Tax Assessor-Collector for County. City hereby designates the Tax Assessor-Collector of the County as its tax assessor and tax collector for all purposes under the Texas Property Tax Code, with respect to the collection of ad valorem taxes on property within City.

3.0 PAYMENT. The County, as compensation for the obligations assumed hereunder, shall be paid 0.50% of the current base and delinquent ad valorem City taxes, after deducting refunds paid, and including penalty and interest actually collected on behalf of the City. Collection penalties (actually attorney fees) provided by Secs. 33.07 and 33.08, Texas Property Tax Code are excluded.

4.0 REMITTANCE OF COLLECTION. The taxes, penalty and interest collected for City shall be remitted to City weekly by deposit to designated depository bank, less attorney fees disbursed directly to tax attorney.

5.0 DELINQUENT TAXES

5.01 Collection of Delinquent Taxes. Pursuant to Section 6.24 of the Texas Property Tax Code, City hereby authorizes the County, by and through the County's Tax Assessor-Collector, to collect delinquent taxes covered by Subsection 2.01 of this Agreement for City as the County deems necessary. In addition, the City hereby authorizes the County, by and through the County's Tax Assessor-Collector, to waive penalties and interest for the City in delinquent tax cases where the County, by and through the County's Tax Assessor-Collector, determines that Section 33.011 of the Texas Property Tax Code requires such waiver as advised by the County's Tax Attorney.

5.02 Delinquent Tax Suits.

5.02.01 Pursuant to Section 6.30 of the Texas Property Tax Code, City hereby authorizes the County's Tax Attorney to institute delinquent tax suits for the collection of delinquent taxes covered by Subsection 2.01 of this Agreement. All legal services rendered by the County's Tax Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by City pursuant to this Agreement, and for the costs, expenses and fees recovered by County under Subsection 5.03 of this Agreement.

5.02.02 If the County chooses to have the Tax Office represented by a private attorney, County and City hereby agree that the private attorney selected by the County shall also represent City in delinquent tax collections for the same compensation of 20% of delinquent taxes, penalties and interest collected by County on behalf of City. Unless required by a tax suit intervention and/or Tax Warrant, delinquent taxes on personal property are referred to the Tax Attorney on April 1st and on real property on July 1st each year as provided by contract between County and its Tax Attorney.

5.03 Costs, Expenses and Fees in Delinquent Tax Suits. Pursuant to Section 33.48 of the Texas Property Tax Code, the County, in collecting delinquent taxes for City, may recover from taxpayers, in addition to other costs authorized by law, the following costs, expenses, and fees in a suit to collect a delinquent tax:

5.03.01 All usual court costs, including the cost of serving process;

5.03.02 Expenses of foreclosure sale;

5.03.03 Reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of property on which a delinquent tax is due; and

5.03.04 Attorney's fees based on the total amount of taxes, penalties, and interest due City.

The costs, expenses, and fees recovered by the County pursuant to Section 33.48 of the Texas Property Tax Code shall be payment to the County for the County's collection of delinquent taxes for City under Subsection 2.01 of this Agreement; and for any tax suits instituted by the County pursuant to this Agreement, in the event that Sections 33.07 and 33.08, Texas Property Tax Code do not apply.

6.0 ADMINISTRATIVE PROVISIONS

6.01 Change in Tax Rate. In case City's tax rate is rolled back or otherwise changed after the County begins collections for City in any given year, the County will continue to act for City in providing refunds to taxpayers or sending corrected billing statements only if City assumes all additional costs of collection arising from such rollback or other change in the tax rate.

7.0 GENERAL PROVISIONS

7.01 Books and Records Held by County. City agrees to transfer to the possession and control of the County, without charge, copies of all books and records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These books and records shall include all tax records, including existing tax rolls or other records available to City.

7.01.01 Reports. At no additional cost, County will prepare Comptroller's Report of Property Values, with copy to City, as well as calculation of effective and rollback tax rates and publication of required notices.

7.02 Limit on Liability. The County shall not be liable to City for any failure to collect taxes under this Agreement; nor shall the County Tax Assessor/Collector be liable to City for any failure to collect taxes, unless the County Tax Assessor-Collector's failure to collect taxes results from her failure to perform the duties imposed upon the Tax

Assessor-Collector by law and by this Agreement; provided, however, the Tax Assessor-Collector shall not be liable to City for any failure to collect taxes where her failure to perform duties imposed by law and by this Agreement arises out of circumstances beyond County's control.

7.03 Agreement Voidable. For each year during the term of this Agreement, if City has not established the tax rate as required by law for City and notified the County Tax Assessor-Collector accordingly within sixty (60) days after the Kerr Central Appraisal County Appraisal Review Board has certified to City the assessed values on the property in City, or by September 30, whichever is later, this Agreement becomes voidable by action of the County at the County's option. In the event this Agreement becomes voidable by action of the County, the County may, at its option, declare this Agreement null and void by giving written notice from the County's Tax Assessor-Collector to City, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

7.04 Authorized Refunds. Authorized refunds to property owners will be made so that each property owner receiving refunds will receive a single check covering all refunds for all taxing units contracting for assessment and collection services from County. Refunds may become necessary because of changes which include, but are not limited to, late exemption claims, clerical errors, overpayment, etc.

7.05 Unusual Litigation. In the event that litigation arises with regard to the appraisal, assessment, billing or collection of any City tax (other than tax delinquency suits) then both the County and the City, if parties to such litigation, shall bear their own respective attorney's fees and expenses.

8.0 SOVEREIGN IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor City waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.0 TERMINATION.

9.01 Termination of Agreement. Unless the County declares this Agreement null and void pursuant to Subsection 7.03 of this Agreement, this Agreement shall continue in full force and effect from year to year until such time as either party to this Agreement, by written notice to the other party under Subsection 13.01 hereto terminates this Agreement, such termination to be effective only if notice is given to the other party before September 1st of the preceding year, in writing, that the party intends this Agreement to terminate as of January 31st of any subsequent specified calendar year.

9.02 Pending Suits. In the event this Agreement is terminated by either party for any reason, the County reserves the right to continue to handle pending suits for the collection of delinquent taxes on properties located in the City, for a six- month (6) period following the effective date of termination. As used in this subsection "Pending

Suits" are cases where the County is the taxing unit and include each delinquent tax suit filed in court or intervened in court by County.

9.03 Transfer. Upon the expiration of the six-month (6) period specified in Subsection 9.02 above, the County will transfer all remaining, pending suits to the City's new legal representative, and upon such transfer, this Agreement shall terminate in its entirety.

10.0 AMENDMENTS. Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations.

11.0 REGULATIONS AND LAWS. This Agreement shall be interpreted and construed in accordance with all applicable laws of the United States of America and all applicable laws of the State of Texas, (statutory law, case law, rules and regulations), including but not limited to the provisions of the Texas Property Tax Code.

12.0 DEFINITIONS

12.01 Assessment and Collection. For purposes Of this Agreement, the terms "assessment" and "collection" shall include the following: Calculation of tax; Preparation of tax rolls; Proration of taxes; Correction of clerical errors in tax rolls; Collection of tax liabilities; and Issuance of refunds and calculation of an effective tax rate as required by Section 26.04 of the Texas Property Tax Code for the years covered by this Agreement. The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Tax Code.

13.0 MISCELLANEOUS PROVISIONS

13.01 Notice. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt required. For purposes of sending notice under this Agreement, the address of County is County Judge, Honorable Thomas Pollard (or successor in office) with a copy to County Tax Assessor-Collector, Diane Bolin (or successor in office), Kerr County Courthouse, 700 Main Street, Kerrville, TX 78028. For notice to the City: City Manager (or successor in office), 701 Main Street, Kerrville, Texas 78028. Either party may change its address by giving written notice as provided in this Subsection 13.01. In the case of notice sent by registered or certified mail, notice shall be deemed effective three days after deposit in a United States mailbox or a United States post office. In the case of notice made by hand delivery, notice shall be deemed effective immediately.

13.02 Parties Bound. This Agreement shall be binding upon the parties hereto and their executors, heirs, legal representatives, successors and assigns.

13.03 Copies. This Agreement is executed in multiple copies, anyone of which is a true copy thereof, having the same evidentiary value.

13.04 Integration. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all prior agreements and negotiations, either written or oral, between the parties relating to the subject matter hereof.

13.05 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; provided, however, upon the occurrence of such event, either party may terminate this Agreement forthwith upon providing written notice of termination to the other party in accordance with Subsections 9.0 and 13.01 of this Agreement.

13.06 Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Kerr County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Kerrville, Kerr County, Texas.

13.07 Effective Date. This Agreement shall take effect on the date this Agreement is approved by the latter of County of Kerr Commissioners' Court and Kerrville City Council.

13.08 Titles, Headings and Subheadings. The titles, headings and subheadings set forth in this Agreement are intended for the convenience of the parties hereto and are not intended for use in the interpretation of the provisions contained herein.

13.09 Gender and Number. As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender shall each be deemed to include the other and the singular or plural number shall each be deemed to include the other.

13.10 Instruments. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

EXECUTED in triplicate by the County of Kerr and City of Kerrville on the dates indicated below.

FOR COUNTY OF KERR

By authorized agent: _____

Printed Name: Honorable Thomas Pollard

Title: County Judge

Date: _____

ATTEST:

By authorized agent: _____
Printed Name: Rebecca Bolin
Title: County Clerk
Date: _____

APPROVED AS TO FORM:

Heather Stebbins, County Attorney

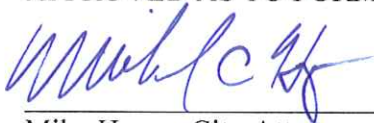
FOR CITY OF KERRVILLE, TEXAS

By authorized agent: _____
Printed Name: Honorable Bonnie White
Title: Mayor
Date: _____

ATTEST:

By authorized agent: _____
Printed Name: Brenda Craig
Title: City Secretary
Date: _____

APPROVED AS TO FORM:



Mike Hayes, City Attorney

Agenda Item:

4A. Resolution No. 28-2016 granting a Conditional Use Permit for an approximate 28.25 acre tract of land located south of and adjacent to State Highway 27 (Junction Highway); being Lot 1, Block 1 of the Guadalupe River RV Resort, a subdivision within the City of Kerrville, Kerr County, Texas, and otherwise known as 2605 Junction Highway; said property located within the Guadalupe River Zoning District (GR); by permitting said property to be used for Retail Trade I as that term is defined within the City's Zoning Code; 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 "Retail Trade I" for an approximate 28.25 acres tract. Legal Description Guadalupe River RV Resort Block 1 Lot 1. Located at 2605 Junction Highway (Highway 27); west of Colbath Road South, between Junction Highway and Nimitz Lake/Guadalupe River. (File No. 2016-065)

FOR AGENDA OF: December 13, 2016

DATE SUBMITTED: December 2, 2016

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: EA Hoppe
Deputy City Manager



EXHIBITS:

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item concerns a Public hearing and consideration of resolution concerning a request for a conditional use permit for "Retail Trade I".

A public hearing was conducted by the Planning & Zoning Commission at its regular meeting on November 17, 2016. The Planning & Zoning Commission recommended approval (5-0).

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:	2C
Planning File #:	2016-065
Hearing Date:	November 17, 2016
Representative:	Kerrville Camp-Resort, LLC
Location:	2605 Junction Highway (Highway 27); west of Colbath Road South, between Junction Highway and Nimitz Lake/Guadalupe River
Legal Description:	Guadalupe River RV Resort Block 1 Lot 1
Total Acreage:	28.25

Proposal

A request for a conditional use permits for "Retail Trade I- Alcoholic Beverage Sales for off-premise consumption" for an approximate 28.25 acres tract.

Procedural Requirements

The application was published in The Hill Country Community Journal, an official newspaper of general circulation on November 2, 2016. Notices were sent to property owners within two hundred (200) feet of the subject property on November 7, 2016. Additionally, notice of this meeting was posted at city hall and on the city's internet website on November 11, 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 City Council.

Notices Mailed

Owners of Property within 200 feet: 20

Adjacent Zoning and Land Uses

Direction: North

Current Base Zoning: "1-W" and "OCL"

Current Land Uses: Auto Repair, Recycling Center (private), Fireworks Sales, Tattoo & Piercing Parlor, Computer Repair, Retail, and Restaurant

Direction: East and West

Current Base Zoning: "GR"

Current Land Uses: Recreation Vehicle Park, Vacant, and Auto Body Shop

Transportation

Thoroughfare: Junction Highway (Highway 27)

Existing Character: Two lanes in each direction with partial sidewalks

Proposed Changes: None known

Staff Analysis and Recommendation: Approval

1. Consistency:

The property's land use designation is General Commercial. The existing base zoning district is not being amended at this time.

2. Adverse Impacts on Neighboring Lands:

The proposed CUP will be located within two existing structures on site that currently or will act as a general/camp store for patrons at the recreational vehicle park. The requested conditional use permit (CUP) will have little to no impact on the surrounding properties. The proposed use will not be visible from the public ROW. A majority of the impact caused by the proposed CUP will be in the confines of the site itself. The proposed CUP will not require the construction of any new structures.

3. Suitability as Presently Zoned:

The subject property is currently allowed to sale alcohol for on premise consumption (cocktail lounge, bar, restaurant, etc.) as an accessory use to the park. The proposed CUP is suitable for the subject property. The surrounding area will be impacted minimally due to the proposed use. Future growth or alterations on the site beyond what is shown on the submitted site plan (attached to resolution), will require the property owner to amend the CUP through a public hearing process before the Planning & Zoning Commission and City Council. Additionally, the applicant/ owner of the subject property will be required to meet all regulations for a CUP in accordance with Chapter I, "The City of Kerrville Zoning Code" Article 11-1-13.

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 28.25 acres in size, which should be able to reasonably accommodate the proposed "Retail Trade I- Alcoholic Beverage Sales for off-premise consumption".

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".

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 28-2016**

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR AN APPROXIMATE 28.25 ACRE TRACT OF LAND LOCATED SOUTH OF AND ADJACENT TO STATE HIGHWAY 27 (JUNCTION HIGHWAY); BEING LOT 1, BLOCK 1 OF THE GUADALUPE RIVER RV RESORT, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND OTHERWISE KNOWN AS 2605 JUNCTION HIGHWAY; SAID PROPERTY LOCATED WITHIN THE GUADALUPE RIVER ZONING DISTRICT (GR); BY PERMITTING SAID PROPERTY TO BE USED FOR RETAIL TRADE I AS THAT TERM IS DEFINED WITHIN THE CITY'S ZONING CODE; 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 a Conditional Use Permit 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, City Council 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 Retail Trade I purposes, 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 Code, ordinances, and resolutions:

An approximate 28.25 acre of land located south of and adjacent to State Highway 27 (Junction Highway), being Lot 1, Block 1 of the Guadalupe River RV Resort, a subdivision within the City of Kerrville, Kerr County, Texas, and more commonly known as 2605 Junction Highway;

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 Retail Trade I purposes, such use is subject to the following additional development and use conditions and regulations:

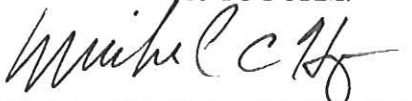
- A. **Site Plan:** The development of the Property shall conform substantially to the site plan, which may be found in **Exhibit A**, as attached.
- B. **Signs:** The design, installation, location, operation, and maintenance of signs shall comply with the City's ordinances regulating signs at the time of installation, to include the City's Sign Code (Chapter 6, Art. II, Code of Ordinances).
- C. **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.
- D. **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.
- E. **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., 2016.

Bonnie White, Mayor

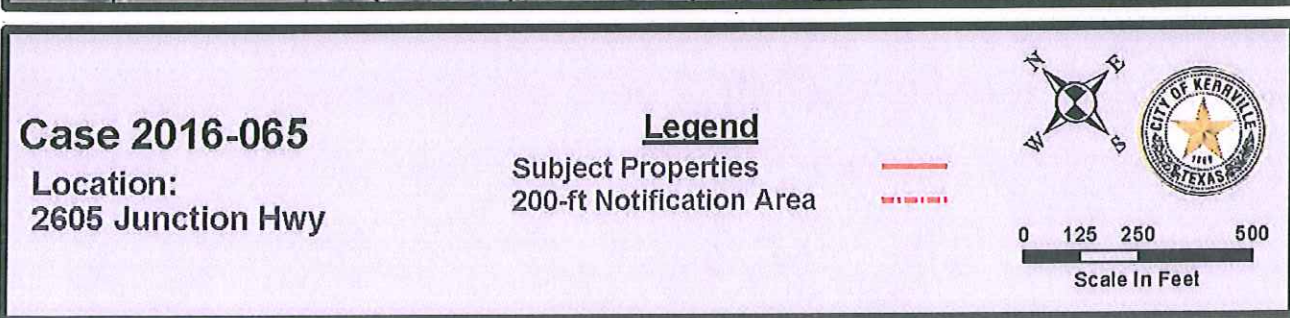
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary



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.



Building Location Map

Case 2016-065

**Location:
2605 Junction Hwy**

Legend

Affected Structure



0 30 60 120

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. 2017-01 amending the City's "Zoning Code" by changing the zoning district for an approximate 0.4832 acre tract of land located adjacent to Clay Street, between its intersections with Schreiner Street and Barnett Street, and otherwise known as 601 Clay Street; by removing the property from the 11-C Central City Zoning District and placing it within the Central Business Zoning District (CBD); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. (staff)

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

SUBJECT: Public hearing, first reading of the ordinance, and action concerning a requested zoning change from (11-C) Central City 11-District to (CBD) Central Business District for an approximate .4832 acres tract. Legal Description Cage Addition Block H, Lot 16; located at 601 Clay Street North. (File No. 2016-070)

FOR AGENDA OF: December 13, 2016 **DATE SUBMITTED:** December 2, 2016

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: EA Hoppe
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 is concerning public hearing, first reading of the ordinance & action concerning a requested zoning change from (11-C) Central City 11-District to (CBD) Central Business District.

A public hearing was conducted by the Planning & Zoning Commission at its regular meeting on December 1, 2016. The Planning & Zoning Commission recommended approval (5-0).

RECOMMENDED ACTION

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



City of Kerrville Planning Department Report

To: Planning & Zoning Commission
Agenda Item: 4A
Planning File #: 2016-070
Hearing Date: December 1, 2016
Representative: Christopher Alvarez Chedzoy
Location: 601 Clay Street North
Legal Description: Cage Addition Block H, Lot 16
Total Acreage: .4832

Proposal

A requested zoning change from (11-C) Central City 11-District to (CBD) Central Business District

Procedural Requirements

The application was published in The Hill Country Community Journal, an official newspaper of general circulation on November 16, 2016. Notices were sent to property owners within two hundred (200) feet of the subject property on November 18, 2016. Additionally, notice of this meeting was posted at city hall and on the city's internet website on November 23, 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 City Council.

Notices Mailed

Owners of Property within 200 feet: 23

Topography

The subject property is primarily flat with little vegetation. There are various types of trees located along the side of the property line acting as a buffer between the subject property and adjacent residential dwelling.

Adjacent Zoning and Land Uses

Direction: North, East

Current Base Zoning: "11-C", "19-C", and "CBD"

Current Land Uses: Single-Family Residential, Professional Office, Restaurant, and Church

Direction: South and West

Current Base Zoning: "19-C" and "CBD"

Current Land Uses: Single-Family Residential, Professional Office, Restaurant, and Retail

Transportation

Thoroughfare: Clay Street North and McFarland Street North

Existing Character: One lane in each direction with no sidewalks

Proposed Changes: None known

Parking Information: A land use for the subject property has not been determined. The most restrictive parking requirement for new construction in this zoning district would be for a Restaurant; Minimum vehicle spaces: One (1) space per four (4) seats or One (1) space per 100 sq. feet, whichever is greater.

The subject property is located within the Central Business District and is exempt from the off-street parking requirements for all existing structures.

Staff Analysis and Recommendation: Approval**1. Consistency:**

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

2. Adverse Impacts on Neighboring Lands:

Staff has found no evidence of likely adverse impacts on neighboring lands in relation to this zoning change request. Surrounding properties are similarly zoned with a mixture of different land uses, ranging from restaurants to single-family residential.

3. Suitability as Presently Zoned:

The proposed "CBD" zoning district will allow for the property to be used reasonably without having to request any variances through the Board of Adjustment. Additionally, the requested "CBD" zoning will encourage solidarity and revitalization of the Central Business District through the development regulations and standards associated with the "CBD" zoning District. Additionally, the subject property is split into two platted lots, Lot 16 (601 Clay Street) and Lot 17 (521 Clay Street). Each one of these lots has a different zoning designation. Due to this factor, the subject property is required to meet all development regulations in both zoning districts causing an unnecessary hardship. It is an uncommon practice for a property that is developed to be split zoned when a municipality adopts a new zoning map. The two lots aforementioned were originally zoned "C-2" Community Business Zone in accordance with the 1973 zoning code (Ordinance 73-20). When the 1997 Zoning Code (Ordinance 97-07) was adopted, the two lots zoning classification converted to the "11-C" Central City-11 District. Upon adoption of the Central Business District ordinance and various amendments, Lot 17 zoning designation was changed from "11-C" Central City-11 District to the current "CBD" Central Business District.

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 .4832 acres in size, which should be able to reasonably accommodate the permitted uses in the "CBD" zoning district.

6. Other Factors:

None.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-01**

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY CHANGING THE ZONING DISTRICT FOR AN APPROXIMATE 0.4832 ACRE TRACT OF LAND LOCATED ADJACENT TO CLAY STREET, BETWEEN ITS INTERSECTIONS WITH SCHREINER STREET AND BARNETT STREET, AND OTHERWISE KNOWN AS 601 CLAY STREET; BY REMOVING THE PROPERTY FROM THE 11-C CENTRAL CITY ZONING DISTRICT AND PLACING IT WITHIN THE CENTRAL BUSINESS ZONING DISTRICT (CBD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2000.00); ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

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 the City Council on December 13, 2016, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for the property making up an approximate 0.4832 acre tract of land located adjacent to Clay Street and between its intersections with Schreiner Street and Barnett Street, and otherwise known as 601 Clay Street; such change to result in the removal of the property from the 11-C Central City Zoning District to placement of the property within the Central Business Zoning District (CBD); and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on December 13, 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 amend the City's Zoning Code to change the zoning district for the property described below by placing it within the Central Business Zoning District (CBD);

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

SECTION ONE. The zoning district for the following property located adjacent to Clay Street and between its intersection with Schreiner Street and Barnett Street, otherwise known as 601 Clay Street, is changed from the 11-C Central City Zoning District to the Central Business Zoning District (CBD):

Being Lot 16, Block H of the Cage Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and being more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes.

SECTION TWO. The City Manager or designee is authorized and directed to amend the City's official zoning map to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with Section 11-I-4(c) of the City's Zoning Code.

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

SECTION 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, Texas, declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 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., 2017.

Bonnie White, Mayor

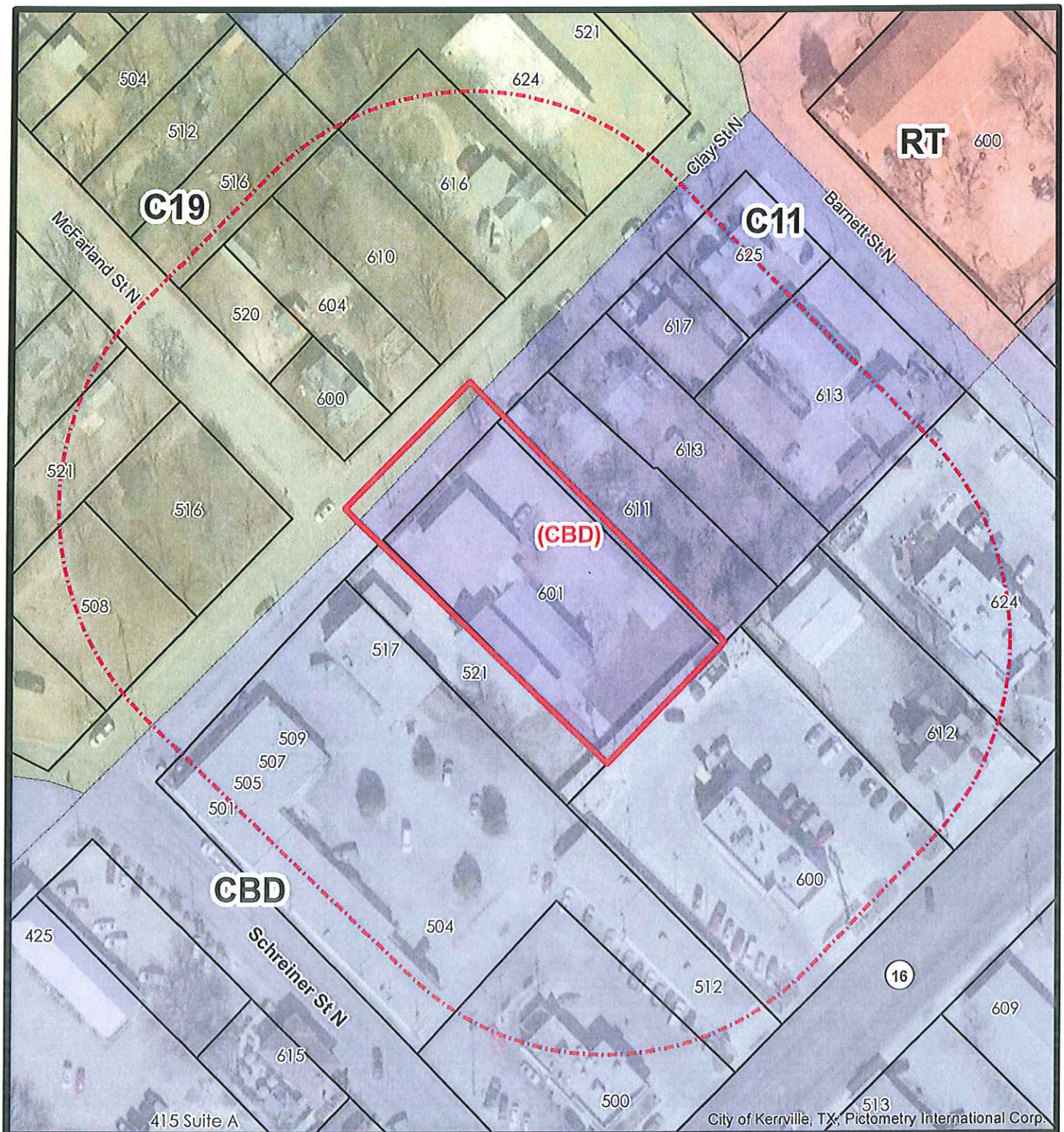
ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



Location Map

Case 2016-070

Location:
601 Clay Street

Legend

200' Notification Area
Subject Properties
Current Zoning
Requested Zoning

TEXT
(TEXT)



0 40 80 160
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 A

Agenda Item:

5B. Ordinance No. 2017-02 amending the Comprehensive Plan for the City of Kerrville, Texas, pursuant to Chapter 213 of the Texas Local Government Code, by revising the future land use plan for an approximate 3.07 acre tract of land located adjacent to Singing Wind Drive North and between its intersections with Meadowview Lane and Loop 534 (Veterans Highway); and changing the future land use of this area from low-density residential to high-density residential.
(staff)

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

SUBJECT: Public hearing, first reading of the ordinance, and action concerning a proposed Comprehensive Plan Amendment to amend the future land use category from "Low-Density Residential" to "High Density Residential" for an approximate 3.07 acres tract. The description of the subject property is described in two portions 1) a 2.88 acre tract of land described as Sendero Ridge Subdivision Unit 1 Lot 2, Block 1; and 2) a 0.19 acre tract of land, more or less, out of the Samuel Wallace Survey No. 113, Abstract No. 347 in the City of Kerrville, Kerr County, Texas; part of Meeker Road, a fifty (50) ft. wide public street out of Sendero Ridge Subdivision Unit 1A, a subdivision of Kerr County according to the plat of record in volume 7 at page 99 of the plat records of Kerr County, Texas. The subject property is located on the southeast side of Meadowview Lane North, between Singing Wind Drive North and Amelia Court North. 2500 Block of Singing Wind Drive North. (File No. 2015-069)

FOR AGENDA OF: December 13, 2016

DATE SUBMITTED: December 2, 2016

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: EA Hoppe
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 is concerning public hearing, first reading of the ordinance & action concerning a proposed Comprehensive Plan Amendment to amend the future land use category from "Low-Density Residential" to "High Density Residential"

A public hearing was conducted by the Planning & Zoning Commission at its regular meeting on December 1, 2016. The Planning & Zoning Commission recommended approval (5-0).

RECOMMENDED ACTION

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



City of Kerrville Planning Department Report

To: Planning & Zoning Commission

Agenda Item: 4B/4C

Planning File #: 2016-069/2016-071

Hearing Date: December 1, 2016

Representative: Voelkel Land Surveying

Location: 2500 Block of Singing Wind Drive North

Legal Description: The description of the subject property is described in two portions
1) a 2.88 acre tract of land described as Sendero Ridge Subdivision Unit 1 Lot 2, Block 1; and 2) a 0.19 acre tract of land, more or less, out of the Samuel Wallace Survey No. 113, Abstract No. 347 in the City of Kerrville, Kerr County, Texas; part of Meeker Road, a fifty (50) ft. wide public street out of Sendero Ridge Subdivision Unit 1A, a subdivision of Kerr County according to the plat of record in volume 7 at page 99 of the plat records of Kerr County, Texas.

Total Acreage: 3.07

Proposal

2016-069: Comprehensive Plan Amendment to amend the future land use category from "Low-Density Residential" to "High-Density Residential".

2016-071: Zoning change from (RC) Residential Cluster District to (28-E) East Side 28-District

Procedural Requirements

The application was published in The Hill Country Community Journal, an official newspaper of general circulation on November 16, 2016. Notices were sent to property owners within two hundred (200) feet of the subject property on November 18, 2016. Additionally, notice of this meeting was posted at city hall and on the city's internet website on November 23, 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 City Council.

Notices Mailed

Owners of Property within 200 feet: 60

Topography

The subject property slopes gradually from the northwest to the southeast. The property has various types of trees and grasses.

Adjacent Zoning and Land Uses

Direction: North, East

Current Base Zoning: "28-E"

Current Land Uses: Single-Family Residential and Vacant

Direction: South and West

Current Base Zoning: "RC" and "RM"

Current Land Uses: Single-Family Residential and Vacant

Transportation

Thoroughfare: Singing Wind Drive North

Existing Character: One lane in each direction with partial sidewalks

Proposed Changes: None known

Thoroughfare: Singing Ivy Lane North, Amelia Court North, and Shaun Street North

Existing Character: One lane in each direction with sidewalks

Proposed Changes: None known

Parking Information: Multi-Family Dwelling

Minimum vehicle spaces: Two (2) spaces per dwelling unit, plus the required spaces for office uses. Total number of parking spaces being provided is 242.

Staff Analysis and Recommendation: Approval

1. Consistency:

The property's land use designation is Low-Density Residential. The requested "28-E" base zoning district is not consistent with the adopted land use designation. The proposed future land use designation for the subject property is "High-Density residential" and will allow for the proposed "28-E" zoning district.

2. Adverse Impacts on Neighboring Lands:

Staff has found no evidence of likely adverse impacts on neighboring lands in relation to this plan amendment and zoning change requests. The proposed plan amendment and zoning change would allow for the subject property to utilize more intense uses than what is permitted in the existing "RC" zoning district. The surrounding area abutting Singing Wind Drive has transitioned into a mixed-density residential corridor. A development site plan for a proposed multi-family dwelling development was submitted to the City of Kerrville. The proposed development is consistent with the surrounding area which has been developed with higher density development consisting of townhomes, zero lot line developments, garden homes, and apartments. The proposed requests will have minimal to no impact on surrounding properties. All ingress and egress for the proposed development has been directed to Singing Wind Drive to eliminate any direct impact to the existing single-family residential neighborhood located to the south of the subject property. The applicant has submitted a request to City Council to abandon and vacate the proposed Meeker Road right-of-way which connects the single-family residential neighborhood to the south and Singing Wind Drive to the north, eliminating any potential ingress/egress from the proposed development into the existing neighborhood. Additionally, the proposed development is within close proximity to Loop 534 a major thoroughfare for the City of Kerrville. Current planning practices encourage high density residential developments to be located within close proximity to a primary arterial in order to help mitigate traffic.

3. Suitability as Presently Zoned:

The proposed zoning district is suitable for the subject property and will allow for uses that will be consistent with the existing surrounding land uses.

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 3.07 acres in size, which should be able to reasonably accommodate the permitted uses in the "28-E" zoning district.

6. Other Factors:

None.

[illegible]



WELBORN
Engineering & Construction

211 Cedar Valley
Highway 18
Kempers, TX 78043
Phone: 830-328-3600
Fax: 830-328-3605
E-mail: info@welborneng.com
www.welbornengineering.com

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*Development Site Plan
for
Sendero Ridge Apartments
Singing Wind Dr
Kerrville, TX*

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-02**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF KERRVILLE, TEXAS, PURSUANT TO CHAPTER 213 OF THE TEXAS LOCAL GOVERNMENT CODE, BY REVISING THE FUTURE LAND USE PLAN FOR AN APPROXIMATE 3.07 ACRE TRACT OF LAND LOCATED ADJACENT TO SINGING WIND DRIVE NORTH AND BETWEEN ITS INTERSECTIONS WITH MEADOWVIEW LANE AND LOOP 534 (VETERANS HIGHWAY); AND CHANGING THE FUTURE LAND USE OF THIS AREA FROM LOW-DENSITY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL

WHEREAS, City Council adopted Ordinance No. 2002-14 on July 9, 2002, which adopted the *Kerrville Comprehensive Plan—A Link To The Future* as the City's Comprehensive Plan (Plan); and

WHEREAS, the Plan, pursuant to Section 213.002 of the Texas Local Government Code, was adopted as a planning tool for the long-range development of the City; and

WHEREAS, a Future Land Use Plan ("FLUP") was included as part of the Plan; and

WHEREAS, Section 211.004 of the Texas Local Government Code requires zoning regulations to be adopted in accordance with the Plan; and

WHEREAS, the Plan, specifically the FLUP, as found at figure 3.2 of the Plan, must now be amended in conjunction with a pending application for a zoning change; and

WHEREAS, the City Council finds that a public hearing was held on the proposed revisions to the Plan as required by law and the Council has heard and considered any such comments; and

WHEREAS, the City Council finds it in the public interest to amend the Plan as provided herein;

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

SECTION ONE. The above recitals and findings are found to be true and correct.

SECTION TWO. The *City of Kerrville Comprehensive Plan – A Link To The Future*, and specifically the FLUP, is amended by changing the future land use designation from "Low-Density Residential" to "High-Density Residential" for the property, as described and depicted at **Exhibit A**, consisting of an approximate 3.07 acre tract of land, more commonly referred to as the 2500 Block of Singing Wind Drive North.

SECTION THREE. The provisions contained herein amend and revise, as appropriate, the provisions of Ordinance No. 2002-14 and specifically the FLUP. Further, that the provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are 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 will 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.

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

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2017.

Bonnie White, Mayor

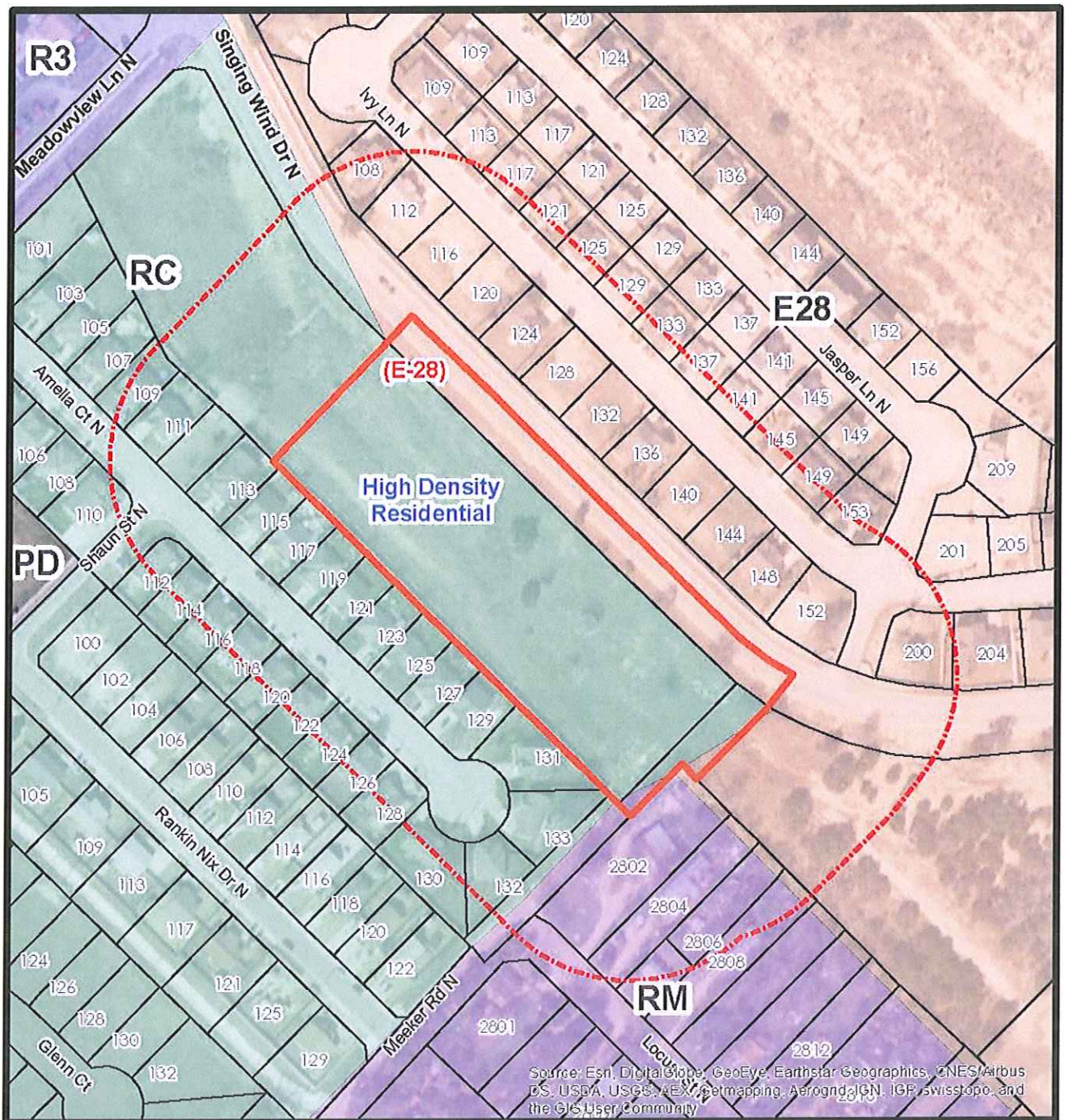
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary



Location Map

Case 2016-069/2016-071

Location:
2500 Block
of Singing Wind Drive North

Legend

200' Notification Area ----
 Subject Properties ——
 Current Zoning **TEXT**
 Requested Zoning (TEXT)
 Requested Future Land Use TEXT



0 75 150 300
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 A

Agenda Item:

5C. Ordinance 2017-03, amending the city's "Zoning Code" by changing the zoning district for tracts of land consisting of an approximate 3.07 acres and located adjacent to Singing Wind Drive North and between its intersections with Meadowview Lane and Loop 534 (Veterans Highway), and otherwise known as the 2500 block of Singing Wind Drive North; by removing the property from the residential cluster zoning district (RC) and placing it within the 28-E zoning district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. (staff)

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

SUBJECT: Public hearing, first reading of the ordinance, and action concerning a requested zoning change from (RC) Residential Cluster District to (28-E) East Side 28-District for an approximate 3.07 acres tract. The description of the subject property is described in two portions 1) a 2.88 acre tract of land described as Sendero Ridge Subdivision Unit 1 Lot 2, Block 1; and 2) a 0.19 acre tract of land, more or less, out of the Samuel Wallace Survey No. 113, Abstract No. 347 in the City of Kerrville, Kerr County, Texas; part of Meeker Road, a fifty (50) ft. wide public street out of Sendero Ridge Subdivision Unit 1A, a subdivision of Kerr County according to the plat of record in volume 7 at page 99 of the plat records of Kerr County, Texas. The subject property is located on the southeast side of Meadowview Lane North, between Singing Wind Drive North and Amelia Court North. 2500 Block of Singing Wind Drive North. (File No. 2015-071)

FOR AGENDA OF: December 13, 2016 **DATE SUBMITTED:** December 2, 2016

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: E.A. Hoppe
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 is concerning public hearing, first reading of the ordinance & action concerning a requested zoning change from (RC) Residential Cluster District to (28-E) East Side 28-District.

A public hearing was conducted by the Planning & Zoning Commission at its regular meeting on December 1, 2016. The Planning & Zoning Commission recommended approval (5-0).

RECOMMENDED ACTION

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



City of Kerrville Planning Department Report

To: Planning & Zoning Commission
Agenda Item: 4B/4C
Planning File #: 2016-069/2016-071
Hearing Date: December 1, 2016
Representative: Voelkel Land Surveying
Location: 2500 Block of Singing Wind Drive North
Legal Description: The description of the subject property is described in two portions
1) a 2.88 acre tract of land described as Sendero Ridge Subdivision
Unit 1 Lot 2, Block 1; and 2) a 0.19 acre tract of land, more or less,
out of the Samuel Wallace Survey No. 113, Abstract No. 347 in the
City of Kerrville, Kerr County, Texas; part of Meeker Road, a fifty
(50) ft. wide public street out of Sendero Ridge Subdivision Unit 1A,
a subdivision of Kerr County according to the plat of record in
volume 7 at page 99 of the plat records of Kerr County, Texas.
Total Acreage: 3.07

Proposal

2016-069: Comprehensive Plan Amendment to amend the future land use category from "Low-Density Residential" to "High-Density Residential".

2016-071: Zoning change from (RC) Residential Cluster District to (28-E) East Side 28-District

Procedural Requirements

The application was published in The Hill Country Community Journal, an official newspaper of general circulation on November 16, 2016. Notices were sent to property owners within two hundred (200) feet of the subject property on November 18, 2016. Additionally, notice of this meeting was posted at city hall and on the city's internet website on November 23, 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 City Council.

Notices Mailed

Owners of Property within 200 feet: 60

Topography

The subject property slopes gradually from the northwest to the southeast. The property has various types of trees and grasses.

Adjacent Zoning and Land Uses

Direction: North, East
Current Base Zoning: "28-E"
Current Land Uses: Single-Family Residential and Vacant

Direction: South and West
Current Base Zoning: "RC" and "RM"
Current Land Uses: Single-Family Residential and Vacant

Transportation

Thoroughfare: Singing Wind Drive North
Existing Character: One lane in each direction with partial sidewalks
Proposed Changes: None known

Thoroughfare: Singing Ivy Lane North, Amelia Court North, and Shaun Street North
Existing Character: One lane in each direction with sidewalks
Proposed Changes: None known

Parking Information: Multi-Family Dwelling

Minimum vehicle spaces: Two (2) spaces per dwelling unit, plus the required spaces for office uses. Total number of parking spaces being provided is 242.

Staff Analysis and Recommendation: Approval

1. Consistency:

The property's land use designation is Low-Density Residential. The requested "28-E" base zoning district is not consistent with the adopted land use designation. The proposed future land use designation for the subject property is "High-Density residential" and will allow for the proposed "28-E" zoning district.

2. Adverse Impacts on Neighboring Lands:

Staff has found no evidence of likely adverse impacts on neighboring lands in relation to this plan amendment and zoning change requests. The proposed plan amendment and zoning change would allow for the subject property to utilize more intense uses than what is permitted in the existing "RC" zoning district. The surrounding area abutting Singing Wind Drive has transitioned into a mixed-density residential corridor. A development site plan for a proposed multi-family dwelling development was submitted to the City of Kerrville. The proposed development is consistent with the surrounding area which has been developed with higher density development consisting of townhomes, zero lot line developments, garden homes, and apartments. The proposed requests will have minimal to no impact on surrounding properties. All ingress and egress for the proposed development has been directed to Singing Wind Drive to eliminate any direct impact to the existing single-family residential neighborhood located to the south of the subject property. The applicant has submitted a request to City Council to abandon and vacate the proposed Meeker Road right-of-way which connects the single-family residential neighborhood to the south and Singing Wind Drive to the north, eliminating any potential ingress/egress from the proposed development into the existing neighborhood. Additionally, the proposed development is within close proximity to Loop 534 a major thoroughfare for the City of Kerrville. Current planning practices encourage high density residential developments to be located within close proximity to a primary arterial in order to help mitigate traffic.

3. Suitability as Presently Zoned:

The proposed zoning district is suitable for the subject property and will allow for uses that will be consistent with the existing surrounding land uses.

4. Health, Safety and Welfare:

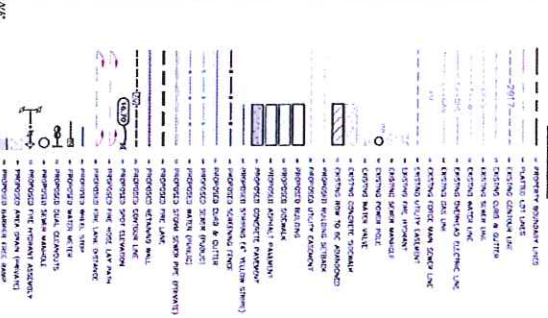
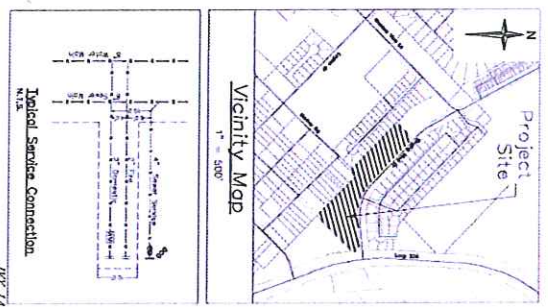
Staff has found no indication of likely adverse effects on the public health, safety, or welfare.

5. Size of Tract:

The subject property is approximately 3.07 acres in size, which should be able to reasonably accommodate the permitted uses in the "28-E" zoning district.

6. Other Factors:

None.



LEGEND

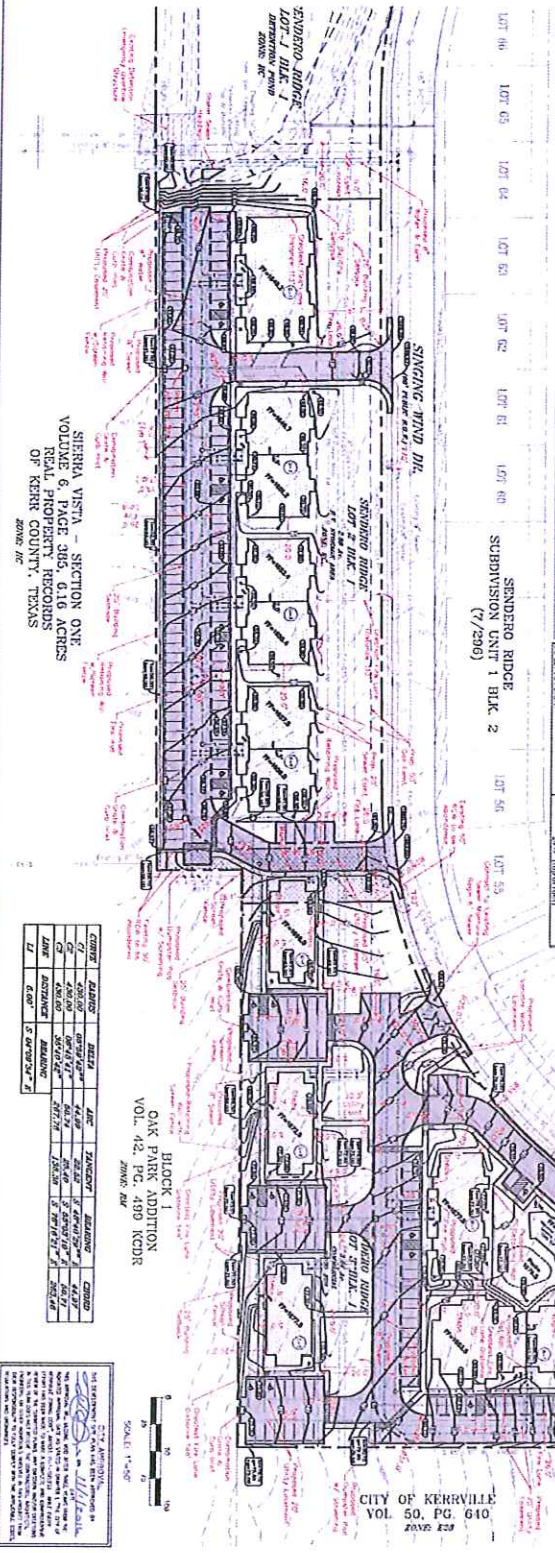
- Proposed Residential Units
- Existing Residential Units
- Proposed Office & Retail
- Existing Office & Retail
- Proposed Parking
- Existing Parking
- Proposed Stormwater
- Existing Stormwater
- Proposed Water Main
- Existing Water Main
- Proposed Sewer Main
- Existing Sewer Main
- Proposed Gas Main
- Existing Gas Main
- Proposed Electric Main
- Existing Electric Main
- Proposed Telecommunications Main
- Existing Telecommunications Main
- Proposed Fire Main
- Existing Fire Main
- Proposed Water Main
- Existing Water Main
- Proposed Sewer Main
- Existing Sewer Main
- Proposed Gas Main
- Existing Gas Main
- Proposed Electric Main
- Existing Electric Main
- Proposed Telecommunications Main
- Existing Telecommunications Main
- Proposed Fire Main
- Existing Fire Main

BUILDING DATA TABLE

Building Name	Building Type	Building Area (sq. ft.)	Building Height (ft.)	Building Footprint (sq. ft.)	Building Volume (cu. ft.)	Building Weight (tons)	Building Seismicity (g)	Building Occupancy	Building Use	Building Notes
Building 1	Office & Retail	10,000	10	1,000	100,000	100	0.2	Office & Retail	Office & Retail	
Building 2	Office & Retail	10,000	10	1,000	100,000	100	0.2	Office & Retail	Office & Retail	
Building 3	Office & Retail	10,000	10	1,000	100,000	100	0.2	Office & Retail	Office & Retail	
Building 4	Office & Retail	10,000	10	1,000	100,000	100	0.2	Office & Retail	Office & Retail	
Building 5	Office & Retail	10,000	10	1,000	100,000	100	0.2	Office & Retail	Office & Retail	
Building 6	Office & Retail	10,000	10	1,000	100,000	100	0.2	Office & Retail	Office & Retail	
Building 7	Office & Retail	10,000	10	1,000	100,000	100	0.2	Office & Retail	Office & Retail	
Building 8	Office & Retail	10,000	10	1,000	100,000	100	0.2	Office & Retail	Office & Retail	
Building 9	Office & Retail	10,000	10	1,000	100,000	100	0.2	Office & Retail	Office & Retail	
Building 10	Office & Retail	10,000	10	1,000	100,000	100	0.2	Office & Retail	Office & Retail	

NOTES:

1. The information shown on this map is for informational purposes only and is not intended to be used as a basis for any legal action.
2. The information shown on this map is for informational purposes only and is not intended to be used as a basis for any legal action.
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8. The information shown on this map is for informational purposes only and is not intended to be used as a basis for any legal action.
9. The information shown on this map is for informational purposes only and is not intended to be used as a basis for any legal action.
10. The information shown on this map is for informational purposes only and is not intended to be used as a basis for any legal action.



REVISIONS

No.	Date	Description
1	08-25-2014	Conceptual Site Plan Submittal
2	12-17-2014	Development Site Plan Submittal
3	12-17-2014	Development Site Plan Submittal

Development Site Plan for Sendero Ridge Apartments
 Singing Wind Dr
 Kerrville, TX

WELLBORN
 211 Cedar Street
 Austin, TX 78701
 Phone: 512.476.1111
 Fax: 512.476.1112
 wellbornengineering.com

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-03**

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY CHANGING THE ZONING DISTRICT FOR TRACTS OF LAND CONSISTING OF AN APPROXIMATE 3.07 ACRES AND LOCATED ADJACENT TO SINGING WIND DRIVE NORTH AND BETWEEN ITS INTERSECTIONS WITH MEADOWVIEW LANE AND LOOP 534 (VETERANS HIGHWAY), AND OTHERWISE KNOWN AS THE 2500 BLOCK OF SINGING WIND DRIVE NORTH; BY REMOVING THE PROPERTY FROM THE RESIDENTIAL CLUSTER ZONING DISTRICT (RC) AND PLACING IT WITHIN THE 28-E ZONING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2000.00); ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

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 the City Council on December 13, 2016, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for two tracts of land plus an intervening and unimproved public right of way, which has been vacated, all of which makes up an approximate 3.07 acres and is located adjacent to Singing Wind Drive North and between its intersections with Meadowview Lane and Loop 534 (Veterans Highway), and is otherwise known as the 2500 Block of Singing Wind Drive North; such change to result in the removal of the property from the Residential Cluster Zoning District (RC) to placement of the property within the 28-E Zoning District; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on December 13, 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 amend the City's Zoning Code to change the zoning district for the property described below by placing it within the 28-E Zoning District;

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

SECTION ONE. The zoning district for the following property located adjacent to Singing Wind Drive North and between its intersection with Meadowview Lane and Loop 534 (Veterans Highway), otherwise known as the 2500 Block of Singing Winds Drive North, is changed from the Residential Cluster Zoning District (RC) to the 28-E Zoning District:

Being Lots 2 and 3, Block 1 of the Sendero Ridge Subdivision Unit 1A, a subdivision within the City of Kerrville, Kerr County, Texas, plus an approximate 0.19 of one acre tract of land previously dedicated as public right-of-way, all of which is more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes.

SECTION TWO. The City Manager or designee is authorized and directed to amend the City's official zoning map to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with Section 11-I-4(c) of the City's Zoning Code.

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

SECTION 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, Texas, declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 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.

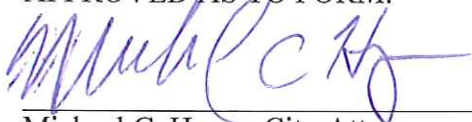
PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____
of _____, A.D., 2017.

Bonnie White, Mayor

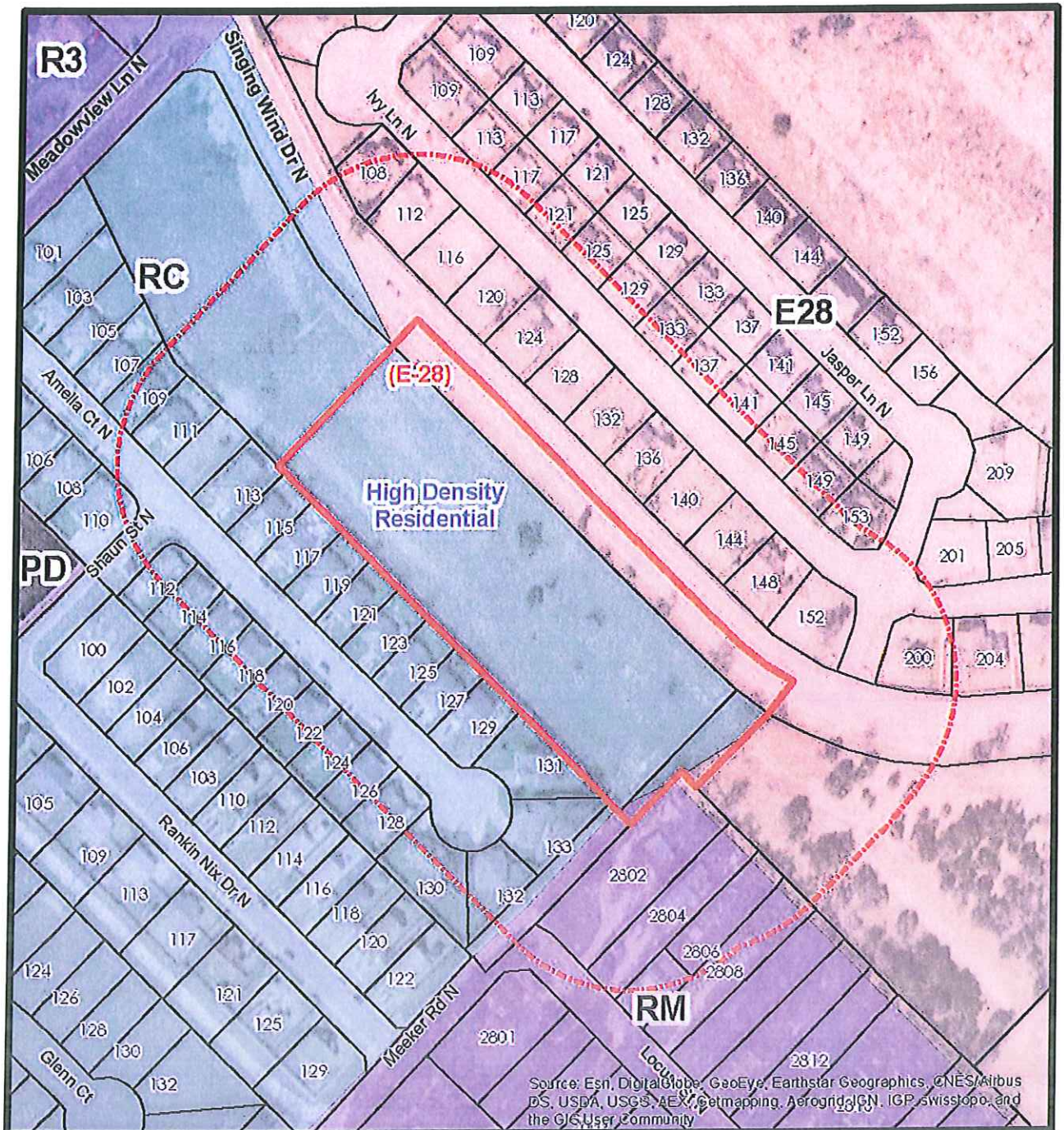
ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



Location Map

Case 2016-069/2016-071

Location:
2500 Block
of Singing Wind Drive North

Legend

200' Notification Area -----
 Subject Properties ———
 Current Zoning **TEXT**
 Requested Zoning (TEXT)
 Requested Future Land Use TEXT



0 75 150 300
 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 A

Agenda Item:

5D. Ordinance No. 2017-04, abandoning and vacating all right, title, and interest in a public right-of-way, consisting of an unimproved portion of Meeker Street, as located between and intersecting with both Locust Street and Singing Wind Drive; being an approximate 0.19 of one acre tract of land out of the Samuel Wallace Survey No. 113, Abstract No. 347, and the Sendero Ridge Subdivision Unit 1A, a subdivision within the City of Kerrville, Kerr County, Texas, according to the plat thereof recorded in Volume 7, Page 99 of the plat records of Kerr County; finding that said portion is not required for future use as a public street; reserving a public utility easement; making the effective date subject to certain conditions; and ordering recording. (staff)

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

SUBJECT: A request by RREAF-Blatt, LLC to abandon and vacate a portion of Meeker Road right-of-way located to the southwest of Singing Wind Drive North from the City of Kerrville.

FOR AGENDA OF: December 13, 2016

DATE SUBMITTED: December 2, 2016

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: E.A. Hoppe
Deputy City Manager



EXHIBITS:

Letter and exhibits from the representatives of RREAF-Blatt, LLC (Voelkel Land Surveying) dated October 7, 2016;
Location Map from City Staff showing approximate location of existing utilities

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

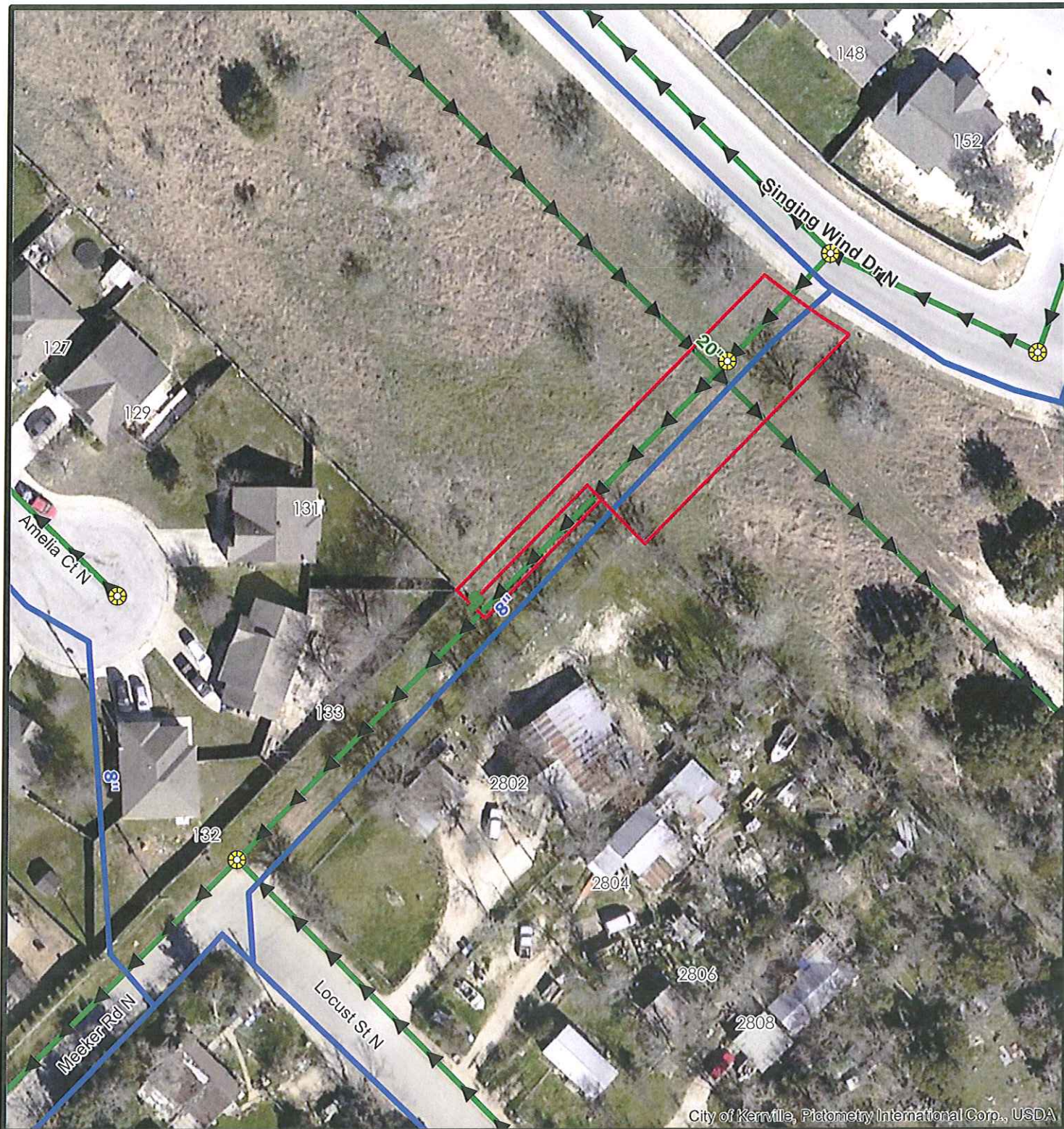
REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

Attached is a letter from the representatives of RREAF-Blatt, LLC (Voelkel Land Surveying) proposing that the City of Kerrville abandon and vacate a portion of Meeker Road right-of-way that is located to the southwest of Singing Wind Drive North. Note that there were changes made to the original survey in the letter and the survey that was included as an attachment to the Ordinance. This is a non-paved section of right-of-way (ROW) where various public utilities are also located. The property is approximately 50-feet wide measured along the Singing Wind Drive frontage and approximately 212 feet deep. It is important that if City Council abandons and vacates the ROW that other utility easements are reserved in order to assure future use and maintenance of current public utilities located in the existing ROW. Staff supports the request to vacate the Meeker Road right-of-way. Vacating this portion of the Meeker Road right-of-way will not have a negative impact on the surrounding neighborhood.

RECOMMENDED ACTION

City staff recommends City Council consider and take action on abandoning and vacating a portion of Meeker Road right-of-way, subject to the terms of the Ordinance.



City of Kerrville, Pictometry International Corp., USDA

Right-of-Way Abandonment

Case 2016-069/2016-071

Location:
2500 Block
of Singing Wind Drive North

Legend

- Right-of-Way Area —
- Active City Water Main —
- City Sewer Manholes ●
- Active City Sewer Pressurized Main —▶
- Active City Sewer Gravity Main —▶



0 30 60 120
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.

October 7, 2016

Mayor / City Council
City of Kerrville
701 Main Street
Kerrville, Texas 78028

Mayor / Council members,

I am writing this letter on behalf of my client, RREAF-Blatt, LLC, owner of Lots 1, 2 and 3 in Block 1 of Sendero Ridge Subdivision Unit 1A (plat of record in Volume 7 at Page 99 of the Plat Records of Kerr County, Texas).

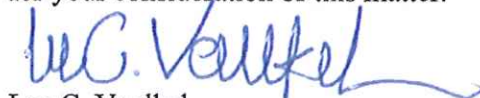
The owner wants to develop and build an apartment complex on Lots 2 and 3 and a section of Meeker Road right-of-way (50 ft. wide public right-of-way dedicated by plat of Sendero Ridge Subdivision Unit 1A) between the two lots.

Please accept this letter as a formal request from my client for the City of Kerrville to abandon, vacate and convey the portion of Meeker Road right-of-way between Lots 2 and 3. If the right-of-way is abandoned, the owner will replat Lots 2, 3 and newly acquired right-of-way into one (1) lot, amend the City of Kerrville Future Land Use Plan and rezone the new lot. The owner is willing to provide utility easements in favor of the City of Kerrville for any existing public utilities within the abandoned right-of-way.

With this letter I am submitting the following to help you with your deliberations:

1. Owners deed.
2. Sendero Ridge Subdivision Unit 1A recorded plat (Meeker Road right-of-way abandonment request highlighted in orange)
3. Development Site Plan

Please call me with any questions, concerns or requests for more information. Thank you for your consideration of this matter.



Lee C. Voelkel
Agent for RREAF-Blatt, LLC

16-03373

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

GENERAL WARRANTY DEED
(with Vendor's Lien)

Date: May 24, 2016

Grantor: BDA Kerrville Properties, LP

Grantor's Mailing Address: 920 E. Dean Keeton
Austin, Texas 78705

Grantee: RREAF-BLATT LLC, a Texas limited liability company

Grantees' Mailing Address: 4245 N Central Expressway, Suite 420
Dallas, Texas 75205
Attn: Jeffery Blatt

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid to Grantor by Grantee and a Note in the principal amount of One Million Four Hundred Twenty Two Thousand Seven Hundred Forty and No/100 Dollars (\$1,422,740.00) executed by Grantee and payable to the order of Bank of the Ozarks ("Lender"). The Note is secured by a vendor's lien retained in favor of Lender in this deed and by a deed of trust from Grantee herein to Dennis James, Trustee.

Property (including any improvements):

The land described in Exhibit A, attached hereto and incorporated herein by reference for all purposes.

Reservations From and Exceptions To Conveyance and Warranty: All easements, rights-of-way, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, other than liens and conveyances, that affect the Property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the Property.

Grantor, for the consideration and subject to the Reservations From and Exceptions To Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully

claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions To Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until the Note is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

BDA Kerrville Properties, LP

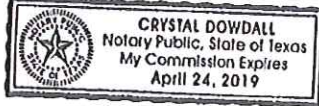
By: BDA Kerrville Management, LLC, General Partner

By: Jeffrey T. Blatt, Manager

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27th day of May, 2016, by Jeffrey T. Blatt, as Manager of BDA Kerrville Management, LLC, as general partner of BDA Kerrville Properties, LP.



My Commission Expires:
April 24, 2019

Crystal Dowdall
Notary Public, State of Texas

DOCUMENT PREPARED BY:

C. DANIEL ROBERTS & ASSOCIATES, P.C.
1602 East Cesar Chavez
Austin, Texas 78702
(512) 494-8448

✓ AFTER RECORDING RETURN TO:

Gracy Title
Robin M.
1921 Lohmans Crossing Rd, #200
Austin, TX 78734

TRACT ONE: Lots 1, 2 and 3, Block 1, of the Sendero Ridge Subdivision Unit 1A, a subdivision of Kerr County, Texas, according to the plat of said subdivision recorded in Volume 7, Page 99 of the Plat Records of Kerr County, Texas.

TRACT TWO: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, comprising of 38.924 acres, more or less, being 37.695 acres out of S. Wallace Survey No. 113, Abstract No. 347 and 1.229 acres out of S. Wallace Survey No. 112, Abstract No. 360 and being more particularly described as follows:

Being a 38.924 acre tract being approximately 37.695 acres out of the S. Wallace Survey No. 113, Abstract No. 347 and 1.229 acres out of the S. Wallace Survey No. 112, Abstract No. 360, Kerr County, Texas and being that certain 51.851 acre tract conveyed to BDA KERRVILLE PROPERTIES, LP, A TEXAS LIMITED PARTNERSHIP by deed recorded in Volume 1401, Pages 563-570, Official Public Records, Kerr County, Texas, save and except that certain 12.928 acre tract known as SENDERO RIDGE SUBDIVISION UNIT 1 recorded in Volume 7, Pages 296-297, Plat Records, Kerr County, Texas, said 38.924 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found in the northwest right-of-way line of State Highway Loop No. 534 for the northeast corner of the herein described tract, the northeast corner of the above referenced 51.851 acre tract, the southeast corner of a 4.319 acre tract recorded in Volume 719, Pages 473-476, Official Records, Kerr County, Texas;

Thence, with the northwest right-of-way line of State Highway Loop No. 534, the following six courses and distances,

South 46 degrees 33 minutes 10 seconds West, a distance of 152.43 feet to a concrete monument found for angle,

South 43 degrees 30 minutes 48 seconds West, a distance of 274.75 feet to a concrete monument found for angle,

South 30 degrees 06 minutes 56 seconds West, a distance of 323.82 feet to a concrete monument found for angle,

South 11 degrees 40 minutes 49 seconds West, a distance of 429.65 feet to a concrete monument found for angle,

South 00 degrees 04 minutes 19 seconds West, a distance of 204.84 feet to a concrete monument found for angle,

and, South 04 degrees 20 minutes 02 seconds West, a distance of 492.63 feet to a 1/2" steel rod found for the southeast corner of the herein described tract, the northeast corner of SENDERO RIDGE SUBDIVISION UNIT 1 recorded in Volume 7, Pages 296-297, Plat Records, Kerr County, Texas, said point bears, North 04 degrees 20 minutes 02 seconds East, a distance of 10.91 feet from a concrete monument found;

Thence, departing the northwest right-of-way line of State Highway Loop No. 534, with the northeasterly line of SENDERO RIDGE SUBDIVISION UNIT 1, the following seven courses and distances,

North 85 degrees 43 minutes 08 seconds West, a distance of 95.00 feet to a 1/2" steel rod set with an orange "RPLS 5207" plastic cap for corner,

North 04 degrees 16 minutes 52 seconds East, a distance of 33.28 feet to a 1/2" steel rod found for corner,

North 85 degrees 43 minutes 08 seconds West, a distance of 120.48 feet to a nail set in concrete for angle,

North 52 degrees 30 minutes 34 seconds West, a distance of 103.94 feet to a 1/2" steel rod found for angle,

North 45 degrees 07 minutes 46 seconds West, a distance of 1106.54 feet to a 1/2" steel rod found for corner,

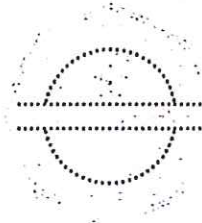
South 44 degrees 52 minutes 14 seconds West, a distance of 60.01 feet to a 1/2" steel rod found for corner,

and, North 45 degrees 07 minutes 46 seconds West, a distance of 95.00 feet to a 1/2" steel rod found for the southwest corner of the herein described tract, the northwest corner of SENDERO RIDGE SUBDIVISION UNIT 1 and being in the northwest line of the aforementioned 51.851 acre tract;

Thence, with the northwest line of said 51.851 acre tract, North 44 degrees 53 minutes 31 seconds East, a distance of 1792.27 feet to a 1/2" steel rod found for the northwest corner of the herein described tract, the northwest corner of said 51.851 acre tract, the southwest corner of the aforementioned 4.319 acre tract;

Thence, with the northeast line of said 51.851 acre tract, the southwest line of said 4.319 acre tract, South 46 degrees 23 minutes 20 seconds East, a distance of 705.19 feet to the Place of Beginning and containing 38.924 acres of land.

Note: A survey plat of the above described tract was prepared. Basis of bearing was established from the State Plane Coordinate System North American datum of 1983, Texas South Central Zone.



Donald Dean Boerner
Registered Professional Land Surveyor No. 5207

FILED BY & RETURNED TO:

GRACY TITLE

ATTN: ROBYN M

1921 LOHMANS CROSSING RD #200

AUSTIN, TX 78734



FILED AND RECORDED
At 1:42 o'clock PM
STATE OF TEXAS
COUNTY OF KERR
June 2, 2016

I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County Texas.
McCall Rodgers Deputy
Kerr County Clerk

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-04**

AN ORDINANCE ABANDONING AND VACATING ALL RIGHT, TITLE, AND INTEREST IN A PUBLIC RIGHT-OF-WAY, CONSISTING OF AN UNIMPROVED PORTION OF MEEKER STREET, AS LOCATED BETWEEN AND INTERSECTING WITH BOTH LOCUST STREET AND SINGING WIND DRIVE; BEING AN APPROXIMATE 0.19 OF ONE ACRE TRACT OF LAND OUT OF THE SAMUEL WALLACE SURVEY NO. 113, ABSTRACT NO. 347, AND THE SENDERO RIDGE SUBDIVISION UNIT 1A, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7, PAGE 99 OF THE PLAT RECORDS OF KERR COUNTY; FINDING THAT SAID PORTION IS NOT REQUIRED FOR FUTURE USE AS A PUBLIC STREET; RESERVING A PUBLIC UTILITY EASEMENT; MAKING THE EFFECTIVE DATE SUBJECT TO CERTAIN CONDITIONS; AND ORDERING RECORDING

WHEREAS, Meeker Street, generally located between Memorial Boulevard (State Highway 27) and Locust Street, presently contains an unimproved portion of public right-of-way; and

WHEREAS, this right-of-way interest is no longer required for public use as the City has no plans to improve and extend Meeker Street; and

WHEREAS, the property owner who owns the property on both sides of the unimproved right-of-way and has plans for the development of that property, has asked the City to abandon and vacate a portion of the right-of-way; and

WHEREAS, as the right-of-way which is requested to be abandoned and vacated is unimproved and will not be needed as a future public street, City staff recommends that the City formally abandon and vacate this right-of-way property interest, but subject to the reservation of a public utility easement within the same property interest, as the City currently owns and operates both public water and wastewater mains within the property; and

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

WHEREAS, Texas Transportation Code Section 311.007 authorizes any such city to abandon, vacate or close any street or alley; and

WHEREAS, City Council held a public hearing beginning at approximately 6:00 p.m. on December 13, 2016, as advertised, to consider public comments regarding the issue of vacation and abandonment; and

WHEREAS, pursuant to the reservation of the public utility easement specified below and in order to avoid any future cost to the public required with respect to the future improvement and maintenance of said right-of-way, the City Council of the City of Kerrville, Texas, acting pursuant to state law and to facilitate the development of property, finds it to be in the public interest and advisable to abandon and vacate the right-of-way interest described herein and subject to the reservations and conditions which follow;

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

SECTION ONE. The facts and matters set forth in the preamble to this Ordinance are hereby found to be true and correct.

SECTION TWO. Subject to the reservations and conditions which follow in Section Three, the City Council hereby abandons, vacates, and quitclaims in favor of the abutting property owner(s), as appropriate, all of the City's right, title, and interest of the public in and to the following public street right-of-way, constituting an unimproved portion of Meeker Street, as it continues northwest from its intersection with Locust Street to Singing Winds Drive, and being more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein by reference.

SECTION THREE. The abandonment and vacation of the right-of-way described in **Exhibit A** hereto is subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise owned by third-parties. Furthermore, the City, due to the existence of both water and wastewater mains located within the property described and depicted in **Exhibit A**, hereby reserves unto itself the non-exclusive right at any time to continue to or to lay, construct, maintain, repair, and remove the water and wastewater lines and appurtenances in, above, over, and underneath the real property described in **Exhibit A** for the benefit of the City. Future platting of the property impacted by this Ordinance shall account for this reservation of this public utility easement.

SECTION FOUR. The City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to abutting property owner(s), and in addition, record this abandonment Ordinance in the Official Public Records of Kerr County, Texas, which such recording shall serve as the quitclaim deed of the City of Kerrville, Texas, of all the right, title, or interest of the City in and to said street right-of-way described in **Exhibit A**, but only to that interest that the City Council may lawfully abandon and vacate and subject to the limitations and reservations of this Ordinance.

SECTION FIVE. The City Manager is authorized to execute any documents necessary to complete the abandonment and vacation contemplated herein.

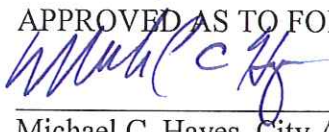
SECTION SIX. This Ordinance shall take effect upon its adoption and it is accordingly so ordained.

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

PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2017.

Bonnie White, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

FIELD NOTES DESCRIPTION FOR THE MEEKER ROAD
RIGHT-OF-WAY OUT OF SENDERO RIDGE SUBDIVISION
UNIT 1A IN THE CITY OF KERRVILLE, KERR COUNTY,
TEXAS

Being all of a certain tract or parcel of land containing 0.19 acre, more or less, out of Samuel Wallace Survey No. 113, Abstract No. 347 in the City of Kerrville, Kerr County, Texas; comprising all of Meeker Road, a fifty (50) ft. wide public right-of-way dedicated to the public by the plat of Sendero Ridge Subdivision Unit 1A, a subdivision of Kerr County according to the plat of record in Volume 7 at Page 99 of the Plat Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron stake found in the southwest right-of-way line of Singing Winds Drive, a sixty (60) ft. wide public street at the northeast terminus of said Meeker Road for the north corner of the herein described tract and the east corner of Lot 2, Block 1 of said Sendero Ridge Subdivision Unit 1A;

THENCE, with the southwest right-of-way line of said Singing Wind Drive along the northeast terminus of said Meeker Road 50.67 ft. along the arc of a 13°20' curve to the left subtended by a 06°45'08" central angle and 430.00 ft. radius (long chord: S55°05'35"E, 50.65 ft.) to a ½" iron stake found for the east corner of the herein described tract and the northwest corner of Lot 3, Block 1 of Sendero Ridge Subdivision Unit 1A;

THENCE, with the northwest line of said Lot 3, Block 1 along the southeast right-of-way line of said Meeker Road S44°31'34"W, 140.73 ft. to a ½" iron stake set for the southeast corner of the herein described tract and west the corner of Lot 3, Block 1;

THENCE, with the south terminus of said Meeker Road: N45°07'06"W, 30.07 ft. to a ½" iron stake found for a reentrant corner of the herein described tract and Meeker Road; S44°36'22"W, 80.23 ft. to a ½" iron stake found for the south corner of the herein described tract and Meeker Road; and N45°44'03"W, 19.76 ft. to a ½" iron stake found for the west corner of the herein described tract and the south corner of said Lot 2, Block 1;

THENCE, with the southeast line of said Lot 2, Block 1 along the northwest right-of-way line of said Meeker Road N44°31'34"E, 212.41 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: September 23, 2016

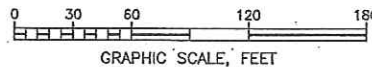
Dated this 7th day of December, 2016



Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



SURVEY PLAT FOR 0.19 ACRE OF LAND, MORE OR LESS, OUT OF SAMUEL WALLACE SURVEY NO. 113, ABSTRACT NO. 347 IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; COMPRISING ALL OF MEEKER ROAD, A FIFTY (50) FT. WIDE PUBLIC RIGHT-OF-WAY DEDICATED TO THE PUBLIC BY THE PLAT OF SENDERO RIDGE SUBDIVISION UNIT 1A, A SUBDIVISION OF KERR COUNTY ACCORDING TO THE PLAT OF RECORD IN VOLUME 7 AT PAGE 99 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS



SCALE: 1" = 60'

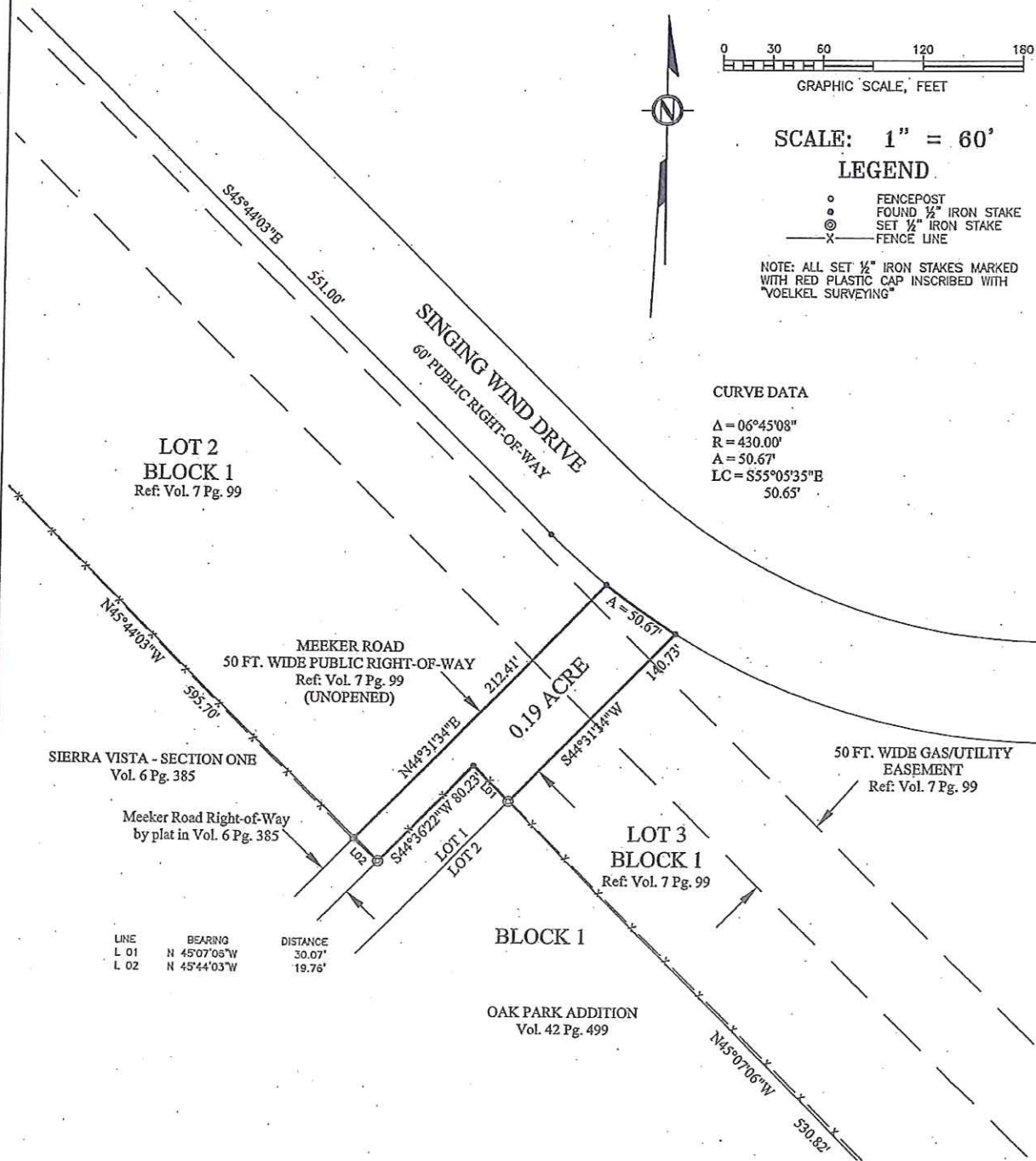
LEGEND

- FENCEPOST
- ⊙ FOUND 1/2" IRON STAKE
- ⊙ SET 1/2" IRON STAKE
- X- FENCE LINE

NOTE: ALL SET 1/2" IRON STAKES MARKED WITH RED PLASTIC CAP INSCRIBED WITH "VOELKEL SURVEYING"

CURVE DATA

Δ = 06°45'08"
R = 430.00'
A = 50.67'
LC = S55°05'35"E
50.65'



I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described herein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners, and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: September 23, 2016

Dated this 7th day of December, 2016

Lee C. Voelkel
Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



VOELKEL LAND SURVEYING, PLLC 212 CLAY STREET, KERRVILLE, TEXAS 78028, 830-257-3313 FIRM REGISTRATION NO. 100528-00	DATE: 12/07/16
	JOB NO: V-5466
	BY: VCV
	SHEET 1 OF 1

Agenda Item:

6A. Review and approval of the profile to be used by Chris Hartung Consulting for marketing and advertising the vacant city manager position. (staff)

TO BE CONSIDERED BY THE CITY COUNCIL

CITY OF KERRVILLE, TEXAS

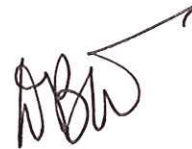
SUBJECT: Consideration and approval of the profile to be used by Chris Hartung Consulting for marketing and advertising the vacant City Manager position.

FOR AGENDA OF: December 13, 2016 **DATE SUBMITTED:** November 18, 2016

SUBMITTED BY: Kimberly Meisner **CLEARANCES:** Don Davis
Director of General Operations Interim City Manager

EXHIBITS:

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

At the November 15, 2016 City Council meeting, City Council approved hiring Chris Hartung Consulting as the search firm to recruit the next City Manager. Council decided that multiple stakeholders including City Councilmembers, the City Core Team, and two appointees by each Councilmember should be interviewed by Mr. Hartung on November 28, 2016 and November 29, 2016 to assist him in developing a draft profile to be used for marketing and advertising the vacant City Manager position. After the interviews, Mr. Hartung was asked by Council to develop the draft profile and present it to Council for approval at the December 13, 2016 meeting.

RECOMMENDATION

Approval of the profile to be used by Chris Hartung Consulting for marketing and advertising the vacant City Manager position.

Agenda Item:

6B. Plans and specifications for the reuse water distribution system. (staff)

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

SUBJECT: Discuss and act on the plans and specifications for the Reuse Water Distribution System

FOR AGENDA OF: 12/13/16

DATE SUBMITTED: 12/07/16

SUBMITTED BY: Don Davis

CLEARANCES:

EXHIBITS: Aerial layouts and Overall Project Budget



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

Freese & Nichols, Inc. is finishing the plans and specifications for the reuse water distribution project. I have placed this item on the agenda so that Council could review and discuss this bid ready project. The specifications are 90% complete, and the plan is to go to bid on December 14, 2016. Bid opening is anticipated for January 17, 2017, with the bid award on the January 24 Council meeting.

Because of the size of the plans and specifications, we are not sending them with the agenda. However, there will be a set in the City Secretary's Office for you to review.

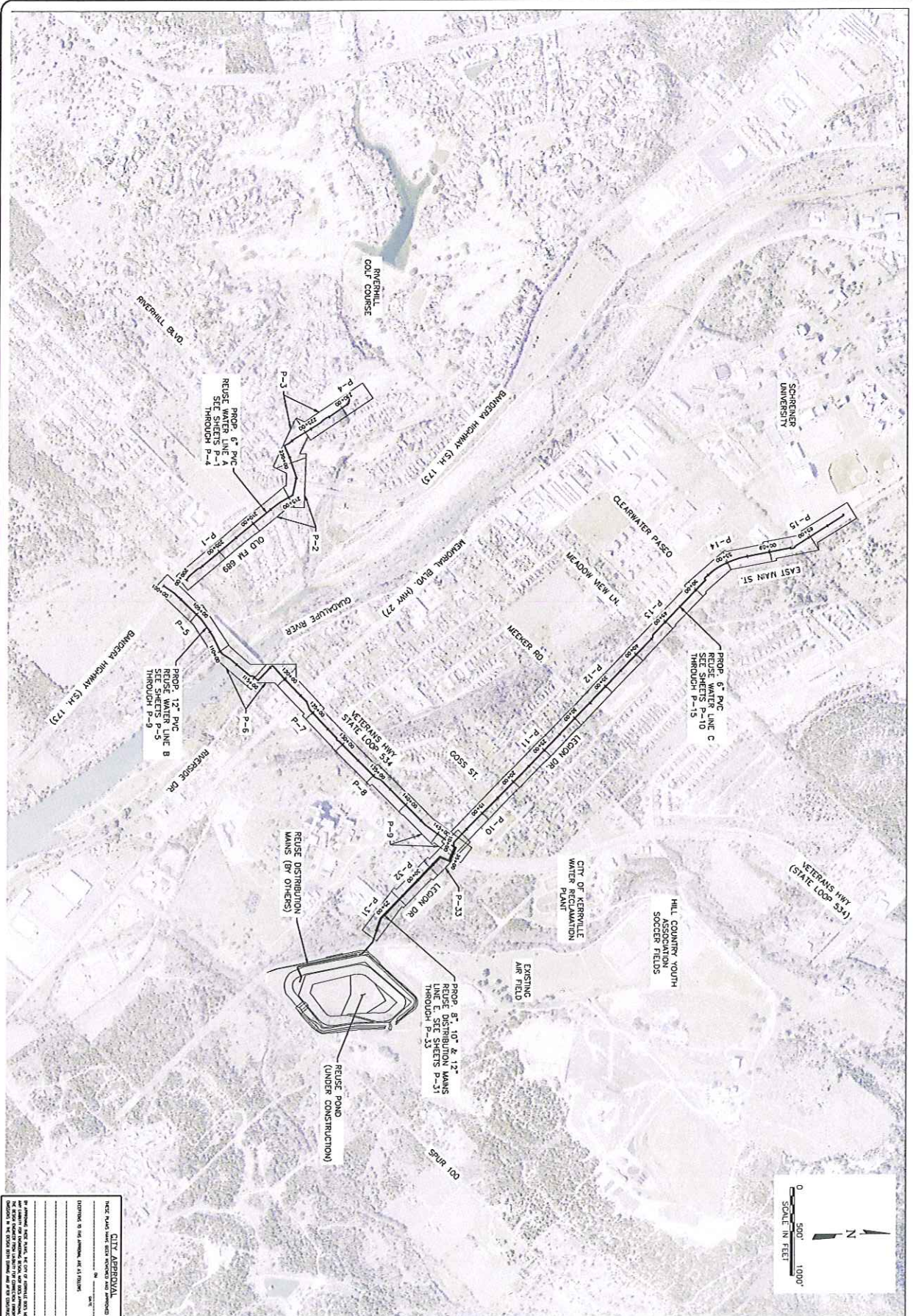
I am attaching copies of aerial photographs showing the general location of the lines and the overall reuse water project budget

Representatives from Freese & Nichols, Inc. will be at the Council meeting to present this project and answer questions.

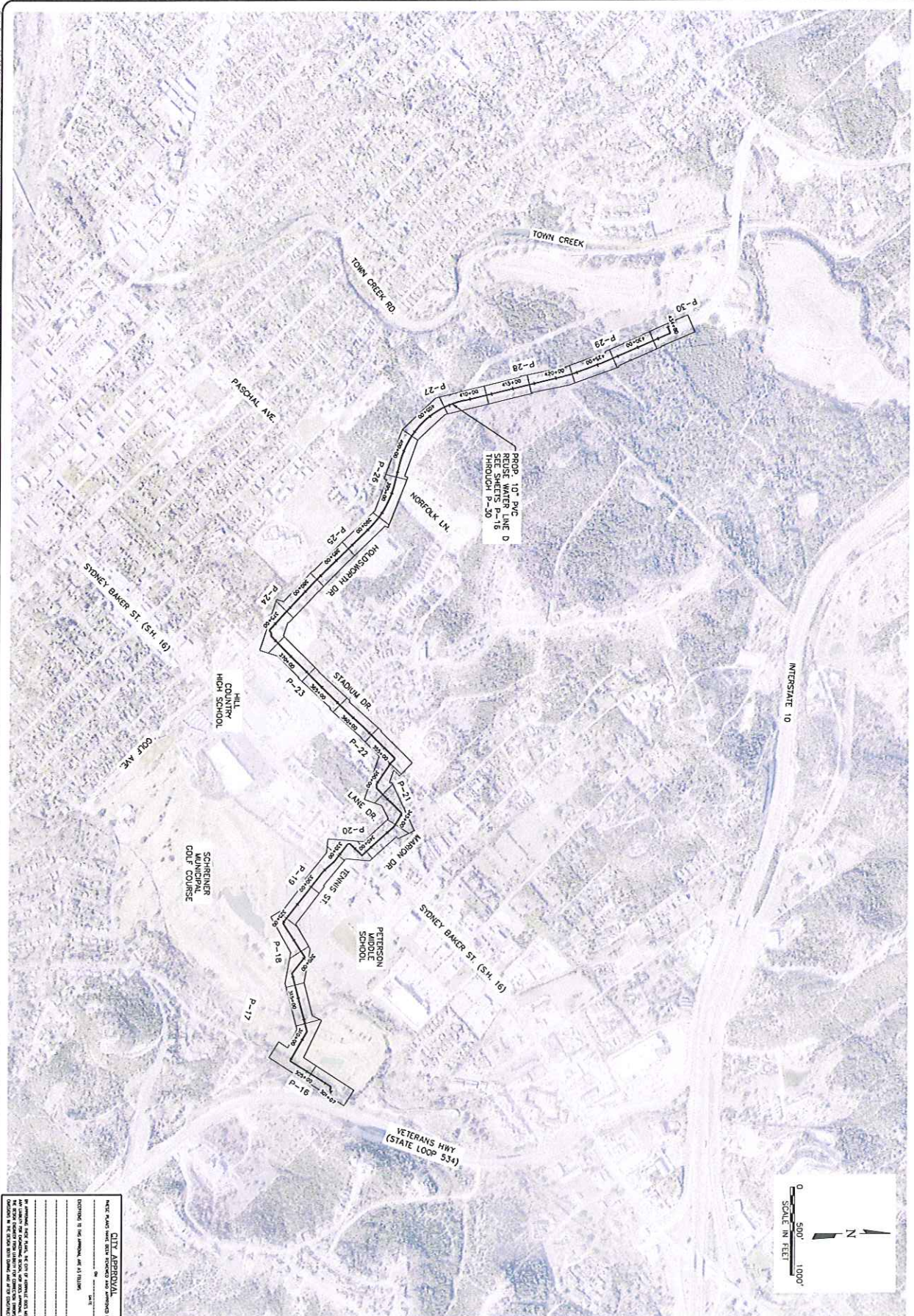
RECOMMENDED ACTION

It is recommended that the plans and specifications be conceptually approved as presented, and that Freese and Nichols proceed with the bidding process.

Plot Date: 12/7/2016 10:59 AM Plot By: 02568 Filename: N:\STANDARD\CON-DIVL-SITE.dwg



Plot Date: 12/7/2016 10:43 AM Plot By: 02568 Filename: N:\STANDARD\CN-CVRL-SITE02.dwg



CITY APPROVAL

DATE: 12/7/16

DESIGNED: MSC

DRAWN: ESL

CHECKED: []

FILE NAME: CN-CVRL-SITE02.dwg

NO.	REV.	DATE	BY	CHKD	APPD
1		12/7/16	MSC	ESL	
2					
3					
4					
5					

CITY OF KERRVILLE
 KERRVILLE REUSE DISTRIBUTION SYSTEM
 CIVIL
 OVERALL PROJECT LAYOUT
 LINE D

FREESE NICHOLS
 4042 Broadway Street, Suite 600
 San Antonio, Texas 78201-8390
 Phone - (210) 288-5600
 Fax - (210) 288-5601
 Web - www.fnichols.com

NOT FOR CONSTRUCTION
 THIS DOCUMENT IS RELEASED FOR THE
 PURPOSE OF REVIEW ONLY AND IS NOT THE
 AUTHORITY OF ANY ENGINEER OR ARCHITECT.
 IT IS NOT TO BE USED FOR CONSTRUCTION,
 RECORDS, OR ANY OTHER PURPOSE.

**Reuse Pond
Project U08**

	<u>Budget</u>	<u>Funding</u>
Design (71-15001)	2,800,000	
FY2015 02 Transfer		2,000,000
FY2016 02 Transfer		800,000
TOTAL	2,800,000	2,800,000
Construction (71-16001)		
Bid + Contingency	12,000,000	
Dirt/Land (estimate)	2,000,000	
Soil Testing	168,000	
Distribution (estimate)	5,944,000	
Pond at Sports Complex (estimate)	500,000	
Bond Proceeds		9,821,625
KPUB Loan		7,500,000
FY2016 02 Transfer		1,435,421
EIC FY2017		1,500,000
EIC FY2018		1,500,000
TOTAL	20,612,000	21,757,046
PROJECT TOTAL	23,412,000	24,557,046
FUNDING IN EXCESS OF BUDGET		1,145,046

Agenda Item:

7A. Acknowledgement of letter from BKD Auditors. (staff)

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

SUBJECT: Clarification of statements at the August 23 and October 11 City Council meetings by BKD, Inc., City outside audit firm.

FOR AGENDA OF: 12/13/16

DATE SUBMITTED: 12/08/16

SUBMITTED BY: Don Davis

CLEARANCES:

EXHIBITS:

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Comments were made by Ms. Peggy McKay at the August 23 and October 11 City Council meetings that were disturbing to staff. I requested that the auditors review those comments and confirm, or deny, their validity. Attached is a copy of the auditor's response.

I would like to read this letter into the record.

RECOMMENDED ACTION

No action is required of the City Council.

December 6, 2016

Sandra Yarbrough, Director of Finance
City of Kerrville
701 Main Street
Kerrville, Texas 78021

Ms. Yarbrough,

Per our review of the draft of the October 11, 2016, City Council Minutes, Regular Meeting, Agenda Item 3A Acceptance of minutes of the regular meeting held August 23, 2016 Ms. Peggy McKay stated: "The focus was that in the audit, the auditors cautioned that the global economy has deteriorated; deflationary trends occurred and the city's revenue projections may be optimistic...The comment is that 'in the last auditor's report they state that the global economy has deteriorated and deflationary trends had occurred. The city's revenue projections may be optimistic'. This was taken as a quote from the auditor's report."

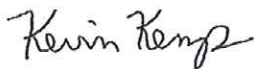
Per our review of the August 23, 2016, City Council Minutes, Regular Meeting Agenda Item 4. Public Hearings: 2. Ms. Peggy McKay stated: "That one of the things mentioned in the audit was that the auditors had difficulty following projects and how money was spent as projects progressed; she suggested a different type of accounting system." Additionally Ms. McKay quoted statements from the audit about the global economy and opined that this was not an encouragement for more debt.

To the best of our recollection, no such statements are included in either the Comprehensive Annual Financial Report for the year ending September 30, 2015, which includes the Independent Auditor's Report dated March 9, 2016, nor are such statements included the accompanying Management Letter addressed to the Honorable Mayor Jack Pratt and Members of the City Council dated March 9, 2016.

In order to confirm our recollection we electronically searched both documents for the following key words: global, deteriorated, deflationary, projections, optimistic, difficulty, encouragement. None were noted.

In addition we viewed the video of the City Council Meeting – March 8, 2016, minutes 41:48 – 45:28, during which we presented our report of the Comprehensive Annual Financial Report for the year ending September 30, 2015. We noted no such key words during the presentation.

In conclusion, we do not recall and have not uncovered any written or verbal comments similar to what Ms. McKay is attributing to us. We believe that inclusion of her comments in the minutes without some sort of clarification or retort by management would inaccurately present what was presented to the City Council by our firm.



Kevin Kemp, CPA
Partner

Agenda Item:

7B. Budget and economic update. (staff)

- Reuse project - award of bid contract in October with construction to begin in the near future.
- Library Campus – History Center renovations are near completion
- Utility Construction Building – construction is on going

Permits issued for new residential locations fiscal year-to-date were 6.

Value of commercial permits issued in October was \$1,523,000. Commercial permits issued for new locations and major remodels are an estimated value of \$1,523,000 fiscal year-to-date. Values of these sites will be reflected on the property tax roll in the following tax year of completion.

Real estate transactions remain steady with a moderate inventory available.

Unemployment at national, state, and local levels has remained at a relatively low percentage for several months.

RECOMMENDED ACTION

Information purposes only, no action required.

City of Kerrville
Month ending October 31, 2016
 (Month 1 of FY2017)

	Current Month	Year To-Date	Budget @ 8.33%	Prior Year To-Date	change from prior year
General Fund					
Total Revenues	\$ 1,511,121	\$ 1,511,121	5.89%	\$ 1,128,033	33.96%
Property tax	\$ 349,333	\$ 349,333	3.93%	\$ 3,886	8890.04%
Sales tax	\$ 529,670	\$ 529,670	8.47%	\$ 455,473	16.29%
Total Expenditures	\$ 1,828,307	\$ 1,828,307	7.12%	\$ 1,795,705	1.82%

Water and Sewer Fund					
Total Revenues	\$ 1,047,243	\$ 1,047,243	8.66%	\$ 1,098,806	-4.69%
Water Sales	\$ 535,035	\$ 535,035	9.57%	\$ 573,369	-6.69%
Sewer Service	\$ 452,748	\$ 452,748	8.36%	\$ 451,017	0.38%
Expenditures	\$ 843,400	\$ 843,400	6.97%	\$ 658,821	28.02%

Hotel/Motel Fund					
Revenues	\$ 101,597	\$ 101,597	9.25%	\$ 87,557	16.04%
Expenditures	\$ -	\$ -	0.00%	\$ -	#DIV/0!

Community Investment Plan	Project Budget	Current Month	P-T-D Expense	Budget Balance
Athletic Complex	\$ 10,500,000	\$ -	\$ 1,485,875	\$ 9,014,125
Library Campus - History Center	\$ 693,206	\$ 76,446	\$ 498,660	\$ 194,546
Reuse - Construction	\$ 18,800,000	\$ -	\$ -	\$ 18,800,000
Reuse - Design	\$ 2,800,000	\$ -	\$ 1,600,381	\$ 1,199,619
River Trail	\$ 6,000,000	\$ 3,500	\$ 5,023,643	\$ 976,357
Utility Construction Building	\$ 1,450,000	\$ 1,775	\$ 475,451	\$ 974,549

Development Services:

Residential # of permits	Commercial permits value
Oct 6	\$1,523,000

YTD 6 \$1,523,000

Housing (October)

Local:

485 active residential listings; 68 residential sales October 2016
 \$15,555,317 total residential sales dollars for October 2016
 \$1,50,264,326 total residential sales dollars Y-T-D for 2016
 (Source: Kerrville Board of Realtors)

Unemployment: (September)

National	4.8%
Texas	4.9%
Local	4.0%

(Source: Texas Workforce Commission)

Agenda Item:

8A. Planning and Zoning Commission. (staff)

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

SUBJECT: Appointments to the Planning and Zoning Commission

FOR AGENDA OF: December 13, 2016 **DATE SUBMITTED:** November 23, 2016

SUBMITTED BY: Brenda G. Craig
City Secretary

CLEARANCES: Don Davis
Interim City Manager

EXHIBITS: Planning and Zoning Commission Board List

APPROVED FOR SUBMITTAL BY CITY MANAGER:



SUMMARY STATEMENT

Consider appointments to the following board:

Planning and Zoning Commission:

Three regular positions due to expire on January 1, 2017, and one alternate position due to expire on January 1, 2017.

RECOMMENDED ACTION

Consider appointments.

PLANNING AND ZONING COMMISSION

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
WALLER, ROBERT 33 Antelope Trail Chair	792-6088 (H) 896-2950 (O)	07-09-13	01-13-15	01-01-17
HARMON, GARRETT 701 Lee Street Vice-Chair	895-4510 (O) 285-2151 (C)	06-25-13	01-13-15	01-01-17
BARNETT, DON 3 Antelope Trail	739-6822 (C)	01-12-16		01-01-18
MALONE, DOYLE 208 Spring Mill Dr.	257-8755 (H)	01-12-16** 07-23-13*		01-01-18
MORGAN, WILLIAM 1744 Glen Road	739-9655 (O) 257-6263 (H)	01-22-13	01-13-15	01-01-17

ALTERNATES:

SIGERMAN, MICHAEL 4000 Comanche Trace Drive	895-7765 (H)	02-23-16		01-01-18
ZUBER, RUSTIN 112 Harmon Way	895-2829 (O) 895-4913 (H)	12-10-13	01-13-15	01-01-17
COUNCIL LIAISON: Glenn Andrew 3553 La Cumbre Dr.	371-0362 (C) 895-0676 (H)			

CITY STAFF: Trent Robertson City Planner	258-1184 (O)
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Qualifications: At least four of the regular members shall be residents and eligible voters of the city; one regular member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County. At least one alternate member shall be a resident and eligible voter of the city; one alternate member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County.

Powers and Duties: 1. Shall formulate and recommend to the city council for adoption a Comprehensive Plan for the orderly growth and development of the city and its environs. On a yearly basis the commission shall review and if necessary recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety and general welfare of the citizens of the city.

2. Shall formulate a zoning plan (ordinance) as may be deemed best to carry out the goals of the Comprehensive Plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in state law.
3. Shall exercise all powers of a commission as to approval or disapproval of plans, plats, or replats as set out by state law and the city's subdivision regulations.
4. Shall initiate for consideration at public hearings, proposals for the original zoning of annexed areas or for the change of zoning district boundaries on an area wide basis.
5. Shall consider and take appropriate action, upon written request, variances as prescribed to the city's subdivision and sign regulations.
6. Shall from time to time recommend such changes to the subdivision regulations, sign regulations, and any other ordinance the city council assigns to their review that will facilitate the general health, safety and welfare of the citizens of the city.

Term of Office: Two years. No regular member shall serve more than three consecutive full terms on the Commission without having at least one full year off the Commission between terms.

Quorum: Three (may include an alternate member but only where substitution for and acting as a regular member)

Number of Members: Five regular members and two alternates.

Meeting Time & Place: First and third Thursdays, 4:30 p.m., City Hall; Council Chambers.

Absences: Any member who is absent from twenty-five percent (25%) of the board's regular meetings during any twelve (12) month period, or who is absent from any three (3) consecutive regular meetings, shall be considered for removal by the city council. The staff member has the responsibility of reporting a member's non-attendance to the city council in writing, and the city secretary shall notify the board member in writing that their non-attendance has been reported to the city council. However, a member whose absences are directly related to a medical or family emergency may seek consideration from the board upon which they serve to qualify such absences as excused.

Established by: Minutes of 12-18-44 Council meeting; amended by Ordinance Nos. 1979-37, 1987-24, and 2008-24 (which deleted from Code of Ordinances book Chapter 82 – Article II – Sections 82-31 through 82-36 and rolled into Zoning Code which is not codified)

* Appointed as alternate

** Appointed as full member

Revised: July 1, 2016