

**AGENDA FOR REGULAR MEETING**

**KERRVILLE CITY COUNCIL**

**TUESDAY, SEPTEMBER 12, 2017, 6:00 P.M.**

**KERRVILLE CITY HALL COUNCIL CHAMBERS**

**701 MAIN STREET, KERRVILLE, TEXAS**

**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR MEETING, TUESDAY, SEPTEMBER 12, 2017, 6:00 P.M.**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION OFFERED BY COUNCILMEMBER PLACE FOUR WARREN**  
**FERGUSON**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**1. 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.

**2. 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.

**3. PRESENTATIONS:**

3A. Certificate of Recognition to Dale Meier, Garage Superintendent, for 40 years of city employment. (staff)

**4. 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:

4A. Minutes of the regular meetings held August 8 and August 22, 2017; special meeting held August 15, 2017; workshop held August 15, 2017, and the joint meeting with the Economic Improvement Corporation held August 21, 2017. (staff)

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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: September 8, 2017 at 5:15 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

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Brenda Craig  
City Secretary, City of Kerrville, Texas

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4B. Resolution No. 35-2017 designating the official newspaper for the City of Kerrville, Texas; providing authority for the City Manager to act as may be appropriate; providing for an effective date; repealing Resolution No. 03-2017 and any other resolutions in conflict herewith. (staff)

4C. Purchase of one 3D S350 laser scanner system from FARO Technologies for the police department funded from the Office of the Governor, Criminal Justice Division, Edward Byrne Memorial Justice Assistance Grant Program in the amount of \$92,102. (staff)

4D. Professional Services Agreement with 6S Engineering, Inc. in the amount of \$77,736 for engineering services to reconstruct a portion of Singing Wind Drive. (staff)

#### **END OF CONSENT AGENDA**

#### **5. CONSIDERATION AND POSSIBLE ACTION:**

5A. Fiscal Year 2018 budget for the City of Kerrville, Texas Economic Improvement Corporation. (staff)

#### **6. PUBLIC HEARING:**

6A. Public hearing on the ad valorem tax rate for tax year 2017/fiscal year 2018 for the City of Kerrville. (staff)

#### **7. ORDINANCES, FIRST READING:**

7A. Ordinance No. 2017-17, adopting the annual budget for the City of Kerrville, Texas, fiscal year 2018; providing appropriations for each city department and fund; containing a cumulative clause; and containing a savings and severability clause. (staff)

7B. Ordinance No. 2017-18, levying an ad valorem tax for the use and the support of the municipal government for the City of Kerrville, Texas, for the fiscal year 2018; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. (staff)

#### **8. CONSIDERATION AND POSSIBLE ACTION:**

8A. Termination of the disaster declaration as previously issued by the Mayor and extended by City Council. (staff)

8B. Professional Services Agreement with Kimley-Horn and Associates, Inc. for development of the new Comprehensive Plan in the amount of \$369,715. (staff)

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Brenda Craig  
City Secretary, City of Kerrville, Texas

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8C. Revisions to applications for boards and commissions. (Councilmembers Summerlin and Ferguson)

8D. Nonexclusive License Agreement between City of Kerrville and Hill Country Youth Soccer Association for use of the Kerrville Sports Complex. (staff)

8E. Nonexclusive License Agreement between City of Kerrville and Hill Country Crush Soccer Academy, Inc. for use of the Kerrville Sports Complex. (staff)

8F. Direction to City staff regarding a request for the City of Kerrville to abandon and/or convey a portion of Spring Street E right-of-way generally located south of and within the 900 block of Water Street. (staff)

**9. CITY MANAGER'S REPORT**

**10. APPOINTMENTS TO CITY BOARDS AND COMMISSIONS:**

10A. Building Board of Adjustment and Appeals. (staff)

10B. Recovery Community Coalition. (staff)

**11. ITEMS FOR FUTURE AGENDAS**

**12. 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/officers), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code.

**13. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY**

**ADJOURNMENT.**

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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: September 8, 2017 at 5:15 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig  
City Secretary, City of Kerrville, Texas

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## **Agenda Item:**

3A. Certificate of Recognition to Dale Meier, Garage Superintendent, for 40 years of city employment. (staff)

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

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**SUBJECT:** Employee recognition of 40 years of service

**FOR AGENDA OF:** September 12, 2017

**DATE SUBMITTED:** August 28, 2017

**SUBMITTED BY:** Guillermo Garcia  
Executive Director

**CLEARANCES:** Mark McDaniel,  
City Manager

**EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

Dale Meier has been employed with the City of Kerrville for forty years. Dale was hired on September 6, 1977, as a mechanic in the city garage. Dale has provided mechanical services for all types of vehicles and equipment, and has seen many changes in the automotive and equipment industry in the 40 years since his hire. Dale continues to oversee the day-to-day operations of the garage.

**RECOMMENDED ACTION**

Recognition by special presentation.



# Certificate of Recognition

ACKNOWLEDGING

## Dale Meier

FOR 40 YEARS OF OUTSTANDING SERVICE TO THE CITY OF KERRVILLE

BONNIE WHITE, MAYOR



MARK MCDANIEL, CITY MANAGER

## **Agenda Item:**

4A. Minutes of the regular meetings held August 8 and August 22, 2017; special meeting held August 15, 2017; workshop held August 15, 2017, and the joint meeting with the Economic Improvement Corporation held August 21, 2017. (staff)



This meeting is recorded and can be viewed on the city's website at [www.kerrvilletx.gov](http://www.kerrvilletx.gov).

CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
AUGUST 8, 2017

On August 8, 2017, 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 George Barody, Mayor Pro Tem, followed by the Pledge of Allegiance led by Assistant Police Chief Thomason.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
George Barody	Mayor Pro Tem
Vincent C. Voelkel	Councilmember
Mary Ellen Summerlin	Councilmember
C. Warren Ferguson	Councilmember

COUNCILMEMBER ABSENT: None

CITY STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Guillermo Garcia	Executive Director of Strategic Initiatives
Sandra Yarbrough	Director of Finance
Kim Meisner	Director of General Operations
Curtis Thomason	Assistant Police Chief
Dannie Smith	Fire Chief
Sabine Kuenzel	Executive Director of Development Services
Kyle Burow	Director of Engineering

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

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: were given.

2. VISITORS/CITIZENS FORUM:

2A. Barbara Burton was pleased that the city was using LED street lights and leveled the light at her intersection. The contractor who put in the sewer line three years ago created a berm that did not allow storm water to drain; staff corrected the problem, but it should have been corrected by the contractor.

3. RECOGNITIONS:

3A. Acknowledgement of the City of Kerrville's contribution to the success of the 14<sup>th</sup> Annual River Clean Up.

Tara Bushnoe, Upper Guadalupe River Authority, noted 27 businesses and 550 participants participated in the July 22 river clean up. 12,025 pounds of trash and recyclables were collected. UGRA appreciated the City of Kerrville, including staff assistance and paying the disposal fee.

**4. CONSENT AGENDA:**

Mr. Baroody moved to approve consent agenda items 4A-4C; Ms. Summerlin seconded the motion, and the motion passed 5-0:

4A. Minutes of the regular meeting held July 11, 2017, special meeting with the Convention and Visitors Bureau held July 14, 2017, and budget workshops held July 19 and July 25, 2017.

4B. Execute a construction contract with Viking Construction, Inc. for the 2017 slurry seal project in the amount of \$367,725 and authorize the City Manager to execute additional change orders which will not exceed a total contract value of \$400,000.

4C. Amendment to the interlocal agreement for the continued existence of a Joint Airport Board to provide management of Kerrville/Kerr County Airport.

**END OF CONSENT AGENDA**

**5. ORDINANCE, SECOND AND FINAL READING:**

5A. Ordinance No. 2017-15 authorizing the City Manager to execute a commercial contract – unimproved property for an approximate 2.15 acre tract of land out of the Walter Fosgate Survey No. 120, Abstract No. 138, within the City of Kerrville, Kerr County, Texas, and more commonly known as the former city hall site located at 800 Junction Highway (SH27); authorizing the City Manager to execute a special warranty deed to convey this property and to take any other reasonable and necessary action to close on the sale of the property; repealing all conflicting ordinances; providing for severability, and declaring an effective date. Mayor White read the ordinance by title.

Mr. McDaniel noted no changes since first reading.

Mr. Ferguson moved to approve Ordinance No. 2017-15 on second and final reading. Ms. Summerlin seconded the motion and it passed 5-0.

**6. ORDINANCE, FIRST READING:**

6A. Ordinance No. 2017-16 annexing an approximate 11.341 acre tract out of the William Watt Survey No. 65, Abstract No. 364; said territory being adjacent to the corporate limits of the City of Kerrville, Texas, and generally located adjacent to property within the Comanche Trace residential subdivision, which is located along State Highway 173; describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. Mayor White read the ordinance by title.

Mayor White noted planning and zoning held a public hearing on June 1 and city council held public hearings on July 11 and 25.



Mr. Baroody moved to approved Ordinance No. 2017-16 on first reading. Mr. Voelkel seconded the motion and it passed 5-0.

**7. CITY COUNCIL RECESS:** The City Council recessed at 6:14 p.m. for a meeting of the Employee Benefits Trust (see separate minutes). The City Council returned to regular session at 6:21 p.m.

**8. CONSIDERATIONS AND POSSIBLE ACTION:**

8A. Resolution No. 28-2017, authorizing the transfer of the ownership of funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for employee related group benefits for Fiscal Year 2018.

Ms. Meisner recommended approval of the resolution that would authorize the transfer of funds in an amount not to exceed \$6,500 per employee to the employee benefits trust to pay for employee benefits for 2018, and to authorize the use of funds from the employee benefit reserve fund as needed.

Ms. Summerlin moved for approval of Resolution No. 28-2017 and to authorize the use of funds from the Employee Benefit Trust Reserve; Mr. Baroody seconded the motion and it passed 5-0.

8B. Resolution No. 29-2017, setting forth the ad valorem (property) tax rate to be considered for adoption for the 2017 tax year; calling two public hearings prior to the adoption of said rate; and calling a public hearing prior to the adoption of the Fiscal Year 2018 budget as required by both the City's Charter and State Law.

Ms. Yarbrough noted the resolution would set two public hearings on the tax rate for August 22 and September 12; and one public hearing for the budget on August 22. The proposed rate was \$0.5625/\$100 valuation, which was 2.13% over the effective tax rate of \$0.5514%; the notice also provided a summary of the budget.

Mayor White stated the motion to approve of Resolution No. 29-2017 setting the proposed ad valorem tax rate to be considered for adoption for the 2017 tax year at \$0.5625 per \$100 valuation and calling two public hearings of the proposed ad valorem tax rate as required by state law, also the publication of a general summary of the proposed budget and a public hearing of the proposed FY2018 budget as required by both the City Charter and State Law prior to the adoption of the fiscal year 2018 budget. Mr. Ferguson moved the motion as stated; the motion was seconded by Mr. Voelkel and passed 5-0.

8C. Resolution No. 30-2017 approving/disapproving Kerr Central Appraisal District's (KCAD) fiscal year 2018 budget.

Sharon Constantinides, KCAD Chief Appraiser, presented KCAD's FY2018 budget. She noted payments for the construction loan for the new building started in May 2017; the FY2018 budget included a full year of loan payments

(\$51,000), which made up 4.76% of the total budget increase of 5.5% over FY2017. The loan was at 4.25% for 22 years.

Mr. Ferguson moved for approval of Resolution No. 30-2017 approving the KCAD FY18 budget; Ms. Summerlin seconded the motion and it passed 5-0.

8D. Resolution No. 32-2017 providing for the city's approval or disapproval of an amendment to the Kerr Central Appraisal District's 2016 fiscal year budget. Sharon Constantinides, KCAD Chief Appraiser, noted the audit had been completed and reported a budget surplus of \$76,510.57, of which the city's portion was \$10,426. The surplus was due mainly to salary savings and lower fuel cost. She reviewed past years' budget surpluses and noted prior surpluses had been designated to the KCAD building fund. She requested that the FY2016 surplus be budgeted toward KCAD's new building project.

Mr. Baroody opined that budget surplus should be returned to the taxing entities, particularly to school districts, instead of leaving it with KCAD for building construction.

Ms. Summerlin moved for approval of Resolution No. 32-2017; Mayor White seconded the motion and the motion passed 4 to 1 with Councilmembers Summerlin, White, Voelkel, and Ferguson voting in favor of the motion; and Councilmember Baroody voting against the motion.

8E. Resolution No. 31-2017 creating the Comprehensive Plan Steering Committee; establishing its purpose, membership size, term, procedures and related matters.

Mr. McDaniel noted the resolution would appoint 42 persons (6 by each councilmember, the 5 councilmembers, and 7 planning and zoning commission members). Chairman of the committee would be Planning and Zoning Commission Chairman Bob Waller. A special meeting was scheduled for August 15 for council to interview professional services consultants.

Ms. Summerlin moved for approval of Resolution No. 31-2017; Mr. Ferguson seconded the motion and it passed 5-0.

## **9. INFORMATION AND DISCUSSION:**

9A. Official presentation of the proposed fiscal year 2017-2018 budget.

Mr. McDaniel noted the proposed budget was filed in the city secretary's office on July 31 and was available on the city's website. He presented the FY2018 budget and discussed the following:

- Balanced budget with \$26.8M in revenues and expenditures.
- Reserve fund balance of 27% (goal is 25%).
- Proposed budget will raise \$164,461 more (2%) in property tax during to growth and increase in value.

- No increase in tax rate; current tax rate of \$0.5625/\$100, same for nine years; effective tax rate of \$0.5514/\$100; amount of reduction at effective tax rate would be \$145,000.
- 2.8% increase in emergency medical service based on consumer price index.
- Solid waste/garbage services increase 1.8% to Republic Services based on consumer price index as per contract.
- Increase in expenditures from FY2017 to FY2018: \$1,176,017 including: increase in personnel related expenses (average 3% merit increase for general employees and 2% cost of living for police and fire), street maintenance, full year of operations at the sports complex, and increase in abatement (code) funds.
- No increase in water/sewer fund rate; 1% growth in sales; 28% fund balance at fiscal year end.
- Transfer to water/sewer debt service at 32.4%.
- Increase in expenditures in water/sewer fund from FY2017 to FY2018 \$105,200.
- Golf Fund: rate increase would generate \$25,000; decrease of \$92,109 in expenditures; general fund subsidy of \$80,000.

Mr. Voelkel questioned if the city lowered the employee merit increase, could the city adopt the effective tax rate. Mr. McDaniel noted the effective tax rate would net \$145,000 in the general fund, which would equate to a 1% reduction in merit. If council proposed to go to the effective tax rate, he would present several options for consideration. Mr. Voelkel requested merit reduction be one of the options.

#### **10. CITY MANAGER'S REPORT**

Mr. McDaniel reported on the following: provided the monthly capital projects report; planning a future workshop on transportation, will include TxDOT; and council to interview consultants to assist with the comprehensive plan on August 15 at 1:00.

**11. ITEMS FOR FUTURE AGENDAS:** None

**12. EXECUTIVE SESSION:** None.

**13. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION:** None.

**ADJOURNMENT.** The meeting adjourned at 7:21 p.m.

APPROVED: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Bonnie White, Mayor

\_\_\_\_\_  
Brenda Craig City Secretary

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CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
AUGUST 22, 2017

On August 22, 2017, 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 John Standridge, Christ Church Presbyterian, followed by the Pledge of Allegiance led by George Baroody.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
George Baroody	Mayor Pro Tem
Vincent C. Voelkel	Councilmember
Mary Ellen Summerlin	Councilmember
C. Warren Ferguson	Councilmember

COUNCILMEMBER ABSENT: None

CITY STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Guillermo Garcia	Executive Director of Strategic Initiatives
Sandra Yarbrough	Director of Finance
Kim Meisner	Director of General Operations
David Knight	Police Chief
Sabine Kuenzel	Executive Director of Development Services
Kyle Burow	Director of Engineering

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

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: were given.

2. VISITORS/CITIZENS FORUM: No one spoke.

3. PROCLAMATION AND PRESENTATIONS:

3A. Proclamation recognizing the Kerrville Professional Fire Fighters Local 3230 for participating in the Muscular Dystrophy Association "Fill the Boot" campaign, raising over \$29,000. A plaque was presented by Marlene Browning with the Muscular Dystrophy Assn.

3B. Proclamation commending the Butt-Holdsworth Memorial Library celebrating 50 years.

3C. Proclamation proclaiming September 1, 2017, as Dorothy McNeill Tucker Day was accepted by Jim Morris and members of St. Peter's Episcopal Church.

#### **4. CONSENT AGENDA:**

Mayor White removed Item 4E from the consent agenda.

Mr. Ferguson moved to approve consent agenda items 4A, 4B, 4C, 4D, and 4F; Ms. Summerlin seconded the motion, and the motion passed 5-0:

4A. Minutes of the regular meeting held July 25, 2017, and the Employee Benefits Trust minutes of August 8, 2017.

4B. Resolution No. 33-2017 authorizing the submission of a grant application to the Office of the Governor, Criminal Justice Division for Police Department body armor, by the City of Kerrville.

4C. Authorize a professional services agreement with Schrickel Rollins and Associates for design services for the HEB Tennis Center Renovation project.

4D. Council authorization for the City Manager to execute a construction contract with State Aire, Inc. for the Kerrville Police Department HVAC Replacement Project in the amount of \$67,232.11 and authorize the City Manager to execute additional change orders which will not exceed a total contract value of \$84,000.

4F. Resolution No. 34-2017 supporting the closure of a portion of State Highway 27 during certain days and hours for the Kerrville Triathlon Festival 2017.

#### **END OF CONSENT AGENDA**

4E. Consider taking action to authorize staff to negotiate a Professional Services Agreement with Kimley Horn for the City of Kerrville New Comprehensive Plan.

Councilmembers commented on the proposals received.

Mr. Voelkel moved to authorize staff to negotiate a professional services agreement with Kimley Horn for the new comprehensive plan. Ms. Summerlin seconded the motion and it passed 5-0.

#### **5. PUBLIC HEARINGS:**

5A. Public hearing on the proposed fiscal year 2018 budget for the City of Kerrville.

Mayor White declared the public hearing open at 6:21 p.m.; no one spoke and Mayor White closed the public hearing at 6:21p.m.

5B. Public hearing on the ad valorem tax rate for tax year 2017/fiscal year 2018 for the City of Kerrville.

Ms. Yarbrough noted the proposed tax rate was \$0.5625/\$100 valuation, the same tax rate for the past nine years. The effective tax rate was \$0.5514, and the tax rollback rate was \$0.5912. The average homestead property value of \$193,902 would have an increase of \$21.52. The difference between the proposed tax rate and the effective tax rate was about \$150,000-160,000; it was unknown what effect the tax freeze would have on this number.

Mayor White declared the public hearing open at 6:24 p.m.; no one spoke and Mayor White closed the public hearing at 6:24 p.m.

Mr. Hayes stated: "The adoption of the proposed tax rate will occur through two separate readings of an ordinance, the first which will occur on Tuesday, September 12, 2017, at 6:00 p.m.; followed by a second reading and final adoption of the ordinance on Tuesday, September 26, 2017, at 6:00 p.m. Both readings and actions on the ordinance will occur here at city hall, 701 Main Street, Kerrville, Texas."

Mr. McDaniel noted the effective tax rate was the tax rate that would generate the same amount as the previous year; as property values increase the effective tax rate decreases. The difference between the current tax rate and the effective tax rate would net about \$120,000 in the operations and maintenance part of the general fund; 13% of the tax rate was allocated to fund debt service. He offered to prepare options that would equate to \$120,000 in order to balance the budget if council chose to adopt the effective tax rate. The options could be discussed at the next meeting.

Council noted the audits for the past three years have shown a budget surplus at year end.

The consensus of the council was to instruct Mr. McDaniel to prepare options for consideration at the next meeting, and to provide information on how adopting the effective tax rate for 2018 would affect future budgets and taxes.

**6. ORDINANCE, SECOND AND FINAL READING:**

6A. Ordinance No. 2017-16 annexing an approximate 11.341 acre tract out of the William Watt Survey No. 65, Abstract No. 364; said territory being adjacent to the corporate limits of the City of Kerrville, Texas, and generally located adjacent to property within the Comanche Trace residential subdivision, which is located along State Highway 173; describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. Mayor White read the ordinance by title.

Ms. Kuenzel noted no changes since first reading.

Ms. Summerlin moved to approve Ordinance No. 2017-16 on second and final reading. Mr. Ferguson seconded the motion and it passed 5-0.

**7. CONSIDERATION AND POSSIBLE ACTION:**

7A. License agreement with the Cailloux Foundation for construction of a signaled intersection on Holdsworth Drive, fencing, and signage.

Mr. Hoppe noted the Cailloux Foundation proposed to gift to the city: construction of a signaled intersection, fencing and a monument sign on the soccer side of the sports complex on Holdsworth Drive. The baseball side of the complex did not abut Holdsworth Drive, but there were plans to install a monument sign on that side as well.

Council also discussed the following:

- One year warranty on the traffic signal.
- Proposed fencing abutted existing private fencing.
- A traffic study was not conducted on Holdsworth Drive; however, traffic will increase.
- Staff was working with an independent traffic engineer on the turning movements at the location to ensure it will meet standards. The crosswalk will have pedestrian buttons.
- Questioned if the planning and zoning commission would hold a public hearing for approval of the plat. Mr. Hoppe noted that this specific type of infrastructure did not trigger a platting requirement.

Mr. McDaniel noted it was a common process for a developer to install infrastructure, such as a signalized intersection, as part of their project and then convey the infrastructure to the city.

Mayor White stated the motion: To authorize the city manager to execute a license agreement with the Cailloux Foundation for construction of a signaled intersection on Holdsworth Drive, fencing, and signage. Mr. Ferguson moved the motion as stated Ms. Summerlin seconded the motion and it passed 5-0.

## **8. INFORMATION AND DISCUSSION:**

8A. Presentation by My Ride TX, a ride share company. (My Ride TX) Steven Wright, with My Ride TX, discussed the details of a new ride company proposing to operate in the Kerrville area. He noted that all drivers were required to provide insurance, meet drug and alcohol testing requirements, and pass a background check. He noted there was no provision for collecting sales tax.

Mr. Hayes noted that House Bill 100 removed any authority for cities to regulate transportation network services.

The following persons spoke:

1. Ward Jones asked what the requirements were for insurance. Mr. Wright noted each driver was required to have commercial liability insurance, \$1 million per occurrence.
2. Peggy McKay asked if the company could accommodate customers by phone. Mr. Wright noted they were working to provide manual dispatch for call in customers using a pre-set account.

## **8B. Budget and economic update.**

Ms. Yarbrough gave the financial report year to date for the period ending July 31, 2017: general fund revenues totaled \$26,182,190 and expenditures \$22,592,860; water and sewer fund revenues totaled \$9,542,816 and expenditures \$9,434,239; hotel/motel fund revenues totaled \$996,883 and expenditures \$781,450. 46 permits for new residential construction and commercial new/remodel construction totaled \$25,297,408 year-to-date. She reviewed the community investment capital projects in progress.

**9. CITY MANAGER'S REPORT**

- Louise Hays Park fountain was back in service.
- Walls have been repaired at the development services office; repairs to the interior building would begin shortly after the new fiscal year budget.

**10. ITEMS FOR FUTURE AGENDAS: None**

**11. EXECUTIVE SESSION: None.**

**12. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION: None.**

**ADJOURNMENT.** The meeting adjourned at 6:58 p.m.

APPROVED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bonnie White, Mayor

\_\_\_\_\_  
Brenda Craig City Secretary



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CITY COUNCIL MINUTES  
SPECIAL MEETING

KERRVILLE, TEXAS  
AUGUST 15, 2017

On August 15, 2017, the Kerrville City Council special meeting was called to order at 1:00 p.m. by Mayor White in the city hall council chambers at 701 Main Street.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
George Baroody	Mayor Pro Tem
Vincent C. Voelkel	Councilmember
Mary Ellen Summerlin	Councilmember
C. Warren Ferguson	Councilmember

COUNCILMEMBER ABSENT: None

CITY STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Sabine Kuenzel	Executive Director of Development Services
Guillermo Garcia	Executive Director of Strategic Initiatives

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

**INTERVIEW FINALISTS TO PROVIDE PROFESSIONAL SERVICES IN  
SUPPORT OF THE CITY'S DEVELOPMENT OF A NEW COMPREHENSIVE  
PLAN**

The following consultants were interviewed: Freese and Nichols, Halff Associates, and Kimley Horn.

Mr. McDaniel noted that the professional services agreement would be posted for discussion at the August 22 meeting.

**ADJOURNMENT.** The meeting adjourned at 4:07 p.m.

APPROVED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bonnie White, Mayor

\_\_\_\_\_  
Brenda Craig City Secretary

This meeting is recorded and can be viewed on the city's website at [www.kerrvilletx.gov](http://www.kerrvilletx.gov).

**CITY COUNCIL MINUTES  
WORKSHOP**

**KERRVILLE, TEXAS  
AUGUST 15, 2017**

On August 15, 2017, the Kerrville City Council workshop was called to order at 10:00 a.m. by Mayor White in the city hall council chambers at 701 Main Street.

**COUNCILMEMBERS PRESENT:**

Bonnie White	Mayor
George Baroody	Mayor Pro Tem
Vincent C. Voelkel	Councilmember
Mary Ellen Summerlin	Councilmember
C. Warren Ferguson	Councilmember

**COUNCILMEMBER ABSENT:** None

**CITY STAFF PRESENT:**

Mark McDaniel	City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Sabine Kuenzel	Executive Director of Development Services
Guillermo Garcia	Executive Director of Strategic Initiatives
Sandra Yarbrough	Director of Finance
Kim Meismer	Director of General Operations
Curtis Thomason	Assistant Police Chief
Dannie Smith	Fire Chief
Danny Batts	Director of Development Services
Susan Michelson	Municipal Court Clerk
Trina Sanchez	Asst. Director of Development Services
Donna Bowyer	Code Enforcement Officer

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

**CODE ENFORCEMENT UPDATE:**

Ms. Kuenzel reviewed the types of code enforcement issues and noted that staff focused on achieving voluntary compliance. She discussed funding options in situations where voluntary compliance and volunteer assistance programs did not cover expenses, including payment plans and property liens.

Ms. Kuenzel noted that recently code compliance began taking some proactive measures instead of responding solely to complaints received. Staff discussed various reasons to support a proactive approach as well as reactive: affects neighborhood crime, health, public safety, and enforces ordinances

systematically city-wide. Mr. Hayes discussed the issue of fair and equal enforcement vs. the appearance of selective enforcement.

Council also discussed the following points:

- Need a full review and possible rewrite of the sign ordinance; staff should advise council of the number and type of exceptions to the current ordinance.
- Staff should provide educational notices regarding the sign ordinance to the chamber of commerce to distribute to their members; this would assist with voluntary compliance and gain feedback for future discussions.
- Staff should advertise the voucher process whereby citizens can receive a voucher to dispose of larger items at the landfill without paying the fee.
- Review city's junk vehicle ordinance. Under state law collectors were exempt from junk vehicle regulations; however, state law did not address the number of vehicles a collector may have. Staff should make recommendations for council's consideration, including restricting the number and location of junk vehicles.
- Council should not have codes unless staff is going to enforce them; also, there should be no ordinances that require staff to make a judgement call.
- Neighborhoods should police themselves to the level of code enforcement they desire, through the complaint process; staff should focus on addressing complaints received with available resources and instead of being proactive.

Mr. Batts noted that homeowner associations have asked the city to help enforce city codes as HOAs do not have authority to enforce city ordinances. HOAs have to hire a lawyer to enforce their regulations.

Mr. McDaniel noted staff had begun the process of being proactive to address properties that had grievous violations. Staff will prepare statistics and results for council's review in three months; the report will also address how proactive vs. reactive affected staff's workload, the types of violations found, and the results achieved.

Ms. Kuenzel noted that staff's main focus in 2018 will be: code enforcement in gateway corridors, demolition of dilapidated structures, ordinance amendments (sign, junk vehicles), and the comprehensive plan.

**ADJOURNMENT.** The meeting adjourned at 11:40 a.m.

APPROVED: \_\_\_\_\_  
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Bonnie White, Mayor

\_\_\_\_\_  
Brenda Craig City Secretary

**JOINT MEETING OF THE KERRVILLE CITY COUNCIL                      August 21, 2017  
AND CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION**

On Monday August 21, 2017, Mayor Bonnie White called the Kerrville City Council to order, and President Kenneth Early called the City of Kerrville, Texas Economic Improvement Corporation to order at 2:00 p.m. in the upstairs conference room of city hall, 701 Main Street, Kerrville, Texas.

**City Council Members Present:**

Bonnie White, Mayor  
George Baroody, Mayor Pro-Tem  
Mary Ellen Summerlin, Councilmember (arrived at 2:02 p.m.)  
Vincent Voelkel, Councilmember

**Members Absent:**

Warren Ferguson, Councilmember

**EIC Members Present:**

Kenneth Early, President  
Sheri Pattillo, Vice President  
George Baroody  
Gary Cooper  
Robert Naman  
James Wilson

**Members Absent:**

Paul Stafford

**City Executive Staff Present:**

Mark McDaniel, City Manager  
Mike Hayes, City Attorney  
EA Hoppe, Deputy City Manager  
Brenda G. Craig, City Secretary  
Sandra Yarbrough, Director of Finance  
Cheryl Brown, Deputy City Secretary

**Visitors Present:**

List on file in City Secretary's Office

**4A/4B TRAINING FROM THE TEXAS ECONOMIC DEVELOPMENT COUNCIL  
(TEDC)**

Carlton Schwab, President and CEO of TEDC, reviewed the guidelines of Type A and Type B sales tax authorized by the Development Corporation Act and Texas Local Government Code Chapters 501-505. He reviewed how corporations were created, members appointed, and projects carried out. He noted that a corporation could fund infrastructure related to a specific project allowed under the Act. For example, Schreiner University, an existing major driver of the local economy, planned to expand on-campus housing; however, it was limited from doing so by the city's infrastructure; a lift station could be funded by 4B tax.

Mr. Schwab defined primary jobs: those employers that produce or sell products or services on a regional, state, national or international basis. A Type A Corporation can fund land, buildings, equipment, facilities, improvements and expenditures related to: manufacturing, industrial, recycling, warehousing, corporate facilities, distribution centers, business airport facilities, and job training. A Type B Corporation can do everything authorized under Type A, and: water supply facilities (with an election), quality of life improvements (parks, sport and athletic facilities, tourism and entertainment facilities, affordable housing), and improvements to promote new or expanded business activity or retain primary jobs. He opined that if Kerrville was going to compete for companies and industry, it was going to have to give incentives.

Mr. Schwab discussed the success and economic impact of economic development sales tax programs in Texas over the past 25 years and answered questions.

**ADJOURN:** The meeting adjourned at 3:43 p.m.

Date Approved: \_\_\_\_\_  
Kerrville City Council:

\_\_\_\_\_  
Economic Improvement Corporation:

\_\_\_\_\_  
Bonnie White, Mayor

\_\_\_\_\_  
Kenneth Early, President

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

\_\_\_\_\_  
Cheryl Brown, Deputy City Secretary

## **Agenda Item:**

4B. Resolution No. 35-2017 designating the official newspaper for the City of Kerrville, Texas; providing authority for the City Manager to act as may be appropriate; providing for an effective date; repealing Resolution No. 03-2017 and any other resolutions in conflict herewith. (staff)

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

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**SUBJECT:** Resolution No. 35-2017 designating the Kerrville Daily Times as the official newspaper for the City of Kerrville

**FOR AGENDA OF:** Sept. 12, 2017      **DATE SUBMITTED:** September 8, 2017

**SUBMITTED BY:** Brenda G. Craig, City Secretary *BC*      **CLEARANCES:** Mark McDaniel, City Manager  
Mike Hayes, City Attorney

**EXHIBITS:** Resolution No. 35-2017

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *[Signature]*

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<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
\$3,000.00	\$3,000.00	\$3,000.00	01-0102-3300

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

On January 24, 2017, the Kerrville City Council approved Resolution No. 03-2017 authorizing the City Manager to alternate between the two local newspapers on an annual basis at the beginning of each fiscal year. Specifically, the motion of the council was to alternate annually with the Hill Country Community Journal in odd years, and the Kerrville Daily Times in even years. Therefore, staff has prepared the attached Resolution No. 35-2017 designating the Kerrville Daily Times and the official newspaper for the City of Kerrville, effective October 1, 2017, through September 30, 2018.

**RECOMMENDED ACTION**

Consider adoption of Resolution No. 35-2017 designating the Kerrville Daily Times and the official newspaper for the City of Kerrville, effective October 1, 2017, through September 30, 2018.



**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 35-2017**

**A RESOLUTION DESIGNATING THE OFFICIAL  
NEWSPAPER FOR THE CITY OF KERRVILLE, TEXAS;  
PROVIDING AUTHORITY FOR THE CITY MANAGER  
TO ACT AS MAY BE APPROPRIATE; PROVIDING FOR  
AN EFFECTIVE DATE; REPEALING RESOLUTION  
NO. 03-2017 AND ANY OTHER RESOLUTIONS IN  
CONFLICT HERewith**

**WHEREAS**, the Texas Local Government Code anticipates that a home-rule city will designate an official newspaper; and

**WHEREAS**, at various times and for various purposes, both the Charter of the City of Kerrville and state and other laws require the publication of ordinances, notices, and other matters in a newspaper of general circulation; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to designate the City's official newspaper;

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

**SECTION ONE.** The City Council designates the *Kerrville Daily Times* as the official newspaper of the City of Kerrville, Texas through September 30, 2018. In addition, and based upon delivery area, publication schedule, paid readership, community involvement, and advertising, Council determines that the *Kerrville Daily Times* is a newspaper of general circulation.

**SECTION TWO.** The City Manager is authorized to act under the direction of, and on behalf of, the City of Kerrville in all matters related to the official newspaper.

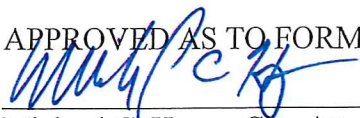
**SECTION THREE.** Resolution No. 03-2017 and any other previously adopted resolutions are repealed to the extent of any conflict with this Resolution.

**SECTION FOUR.** This Resolution shall become effective immediately upon its passage and execution and shall remain in effect until repealed and replaced with a similar resolution.

**PASSED AND APPROVED ON 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



## **Agenda Item:**

4C. Purchase of one 3D S350 laser scanner system from FARO Technologies for the police department funded from the Office of the Governor, Criminal Justice Division, Edward Byrne Memorial Justice Assistance Grant Program in the amount of \$92,102. (staff)

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

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**SUBJECT:** Approval of bid and authorization to purchase equipment funded by grant number 3267701 from the Office of the Governor, Criminal Justice Division, Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$92,102 for a FARO Technologies 3D S350 Laser Scanner for the police department.

**FOR AGENDA OF:** September 12, 2017 **DATE SUBMITTED:** September 1, 2017

**SUBMITTED BY:** Chief David J. Knight  **CLEARANCES:** Mark McDaniel, City Manager

**EXHIBITS:** 3D Laser Scanner Specification sheet/ purchase costs

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$92,102	\$0	\$0	85-8513-5320

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

The staff contacted FARO Technologies to determine the suitability, availability and cost of purchasing (1) new 3D S350 Laser Scanner system as a replacement for the Police Department outdated evidence collection device utilizing funding from the Criminal Justice Division, Office of the Governor, for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Council approved the grant application on February 28, 2017. The Police Department was awarded the grant totaling \$92,102. A budget amendment recognizing the grant revenues will be brought forward in FY2018.

FARO Technologies is the sole source provider for GSA product pricing and manufacture of this equipment as specified in the grant application for funding. The listed prices for one (1) 3D S350 Laser Scanner system with extended warranties were obtained from FARO Technologies as a sole source provider. The total cost of one (1) FARO Technologies 3D S350 Laser Scanner system including accessories, training and maintenance cost is \$92,102.

1---LS-8-S-350 3D s350 Laser Scanner and Accessories	-----85-8513-5320-----	\$69,980
1---Software, Software License, Maintenance and Training	-----85-8513-5320-----	\$22,059
1---Shipping	-----85-8513-5320-----	\$ 63
		<u>\$92,102</u>

**RECOMMENDED ACTION**

The Chief of Police recommends that City Council approve the bid and authorize the purchase of one (1) FARO Technologies 3D S350 Laser Scanner system from FARO Technologies.



September 1st, 2017

**Letter confirming manufacture sole source, competitive sole source and solution sole source**

Attention to Kerrville Police Department (In reference to quote 20137007),

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FOCUS3D S Series and FOCUS3D X and S Series Laser Scanners and SCENE™ software. FARO is also the sole provider of hardware service, warranty, maintenance, annual calibration, and FARO Certified train the trainer programs. FARO is the sole source for its GSA product pricing for the above services and FARO is the "Sole Solution Provider" for packaging all items on the attached quote, including special ordered DELL Computer and target spheres.

The below items on quote 20133133 are not manufactured by FARO but have been tested and customized for the solution sale and are a requirement for operation of the equipment. The 80mm spheres are special made for FARO for the use of trajectory analysis. The 200mm sphere kit and accessories are packaged with tripods specific for forensic applications and are special coated for law enforcement use with specific coating so they will not break if dropped on pavement. The Super Power User Notebook (Dell) is tested by FARO Applications Engineers with a high end gaming graphics card, upgraded video, RAM and Storage to meet the needs of managing large point cloud data. The completed solution offered including FARO FOCUS S350 scanner, battery and FARO SCENE software is not available by any other company – FARO is the "sole solution provider" for this proposal.

- ACCSS6005 - 3D\_AC\_LS\_Carbon Fiber
- ACCSS0287 - 200mm Koppa Target W/ Tripod
- ACCSS0299 - 80Mm Koppa Target Set
- COMP0121X64 - Super Power User Notebook (DELL)

Unique to the FOCUS3D S Series and FOCUS3D X and S Series of Laser Scanners is the "self-leveling" feature offered by the on-board inclinometer. This sensor can reduce officer documentation time by 20-30min for each station move when scanning a scene as they don't need to level the instrument like a standard total station or other laser scanners. This can save considerable time and reduce possible road closure times.

With increased ranges and scan quality, the Focus3D X 330, X 130, S150 and S350 considerably reduces the effort involved in measuring and post-processing. The 3D scan data can easily be imported into all commonly used software solutions for accident reconstruction, architecture, civil engineering, construction, forensics, industrial manufacturing and land surveying. Distance dimensions, area and volume calculations, analysis and inspection tasks and documentation can thus be carried out quickly, precisely and reliably. Additionally, the X 330 and S350 offers a range almost 3X greater than previous models; the Focus3D X 330 and S350 can scan objects up to 330/350 meters away and in direct sunlight. With its integrated GPS receiver, the laser scanner is able to correlate individual scans in post-processing making it ideal for forensic, law enforcement and surveying based applications.

FARO's competitive advantage is the lightweight, affordable, precise technology delivered with each 3D laser scanning product. With FARO Technologies products, our customers are making an investment for future projects with unsurpassed cost-value, a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources. With hundreds of thousands of units sold worldwide and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the military, and law enforcement divisions.

Please feel free to contact us with any questions.

Kind Regards,

Clay Lawson  
Account Manager | Public Safety Forensics  
[clay.lawson@faro.com](mailto:clay.lawson@faro.com)  
(928-247-4785 Mobile)

250 Technology Drive Lake Mary, FL 32746 Tel: 407.333.9911 Fax: 407.562.5262

Tax ID: 59-3157093 • DUNS: 61-730-8929 • CAGE: 0VGY2 ISO Certified • GSA



FARO Technologies Inc  
 250 Technology Park  
 Lake Mary FL 32746-7115  
 Phone No: (877)672-6789  
 Fax No: (407)562-5095  
 Email: Joshua.Massie@faro.com

**Remit to:**  
 FARO Technologies, Inc.  
 P.O. Box 116908  
 Atlanta, GA 30368-6908

Quotation No: 20137007  
 Quote Date: 08/31/2017  
 Expiration Date: 09/30/2017  
 Regional Manager: Daniel Copfer  
 Account Manager: Melvin Clay Lawson  
 Sales Support: Joshua Massie  
 Ship: 2 Day  
 Payment Terms: Net due in 30 days  
 with approved credit  
 Delivery Terms: EXW Origin  
 Delivery Date: 2-10 Weeks

**Bill To :**  
 Kerrville Police Department (TX)  
 429 Sidney Baker St  
 Kerrville TX 78028-4551  
 US

**Ship To :**  
 Kerrville Police Department (TX)  
 Matt Cotts  
 429 Sidney Baker St  
 Kerrville TX 78028-4551  
 US

Qty	Item No.	Description	Unit Price	Ext. Price
1	LS-8-S-350	3D_HW_LS_FocusS 350 Laser Scanner FocusS 350 ships with: 1 FocusS 350, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, accessory bay, IP rating 54, on-site compensation functionality, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x Allen wrench, 1x rugged transport case, calibration certificate and a quick start guide. Please notice: the leadtime may take 6 weeks or more after receipt of written order.	66,800.00	66,800.00



**PURCHASE AGREEMENT AND CONDITIONS OF SALE** Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.



Qty	Item No.	Description	Unit Price	Ext. Price
1	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc  Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainings are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of laser scanner.	0.00	0.00
1	SOFTS0369	3D_SW_SC_SCENE Dongle Hard lock (USB Dongle) for one SCENE single user license. SCENE licenses purchased separately.	190.00	190.00
1	SOFTS0302	3D_SW_SC_SCENE SCENE version 6.N. Software and license to process data of FARO 3D Laser Scanners. Includes 1-year of software maintenance.	6,110.00	6,110.00
1	APPS01003	3D_SW_SC_WebShare 2Go_Single License WebShare Cloud 2Go App for SCENE 6.N. Single user version.	1,500.00	1,500.00
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block Power Block battery for FARO Focus S and Scan Localizer	590.00	590.00





Qty	Item No.	Description	Unit Price	Ext. Price
1	ACCSS6005	 <p>3D_AC_LS_Carbon Fiber Compact Tripod High-level carbon fiber tripod for Focus3D X 330 and Focus 3D X 130.</p>	1,150.00	1,150.00
1	ACCSS0299	<p>80Mm Koppa Target Set W/ Trajectory Rods A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.</p>	1,440.00	1,440.00
1	SOFTS0334	 <p>3D_SW_SC_SCENE Extension Forensic Extension of FARO SCENE software with additional features for forensic applications.</p>	2,040.00	2,040.00
1	SOFT-FZ-TO3DA-UPG	<p>Upgrade from FZ 3D to Advanced Upgrade from FARO 3D to FARO Zone 3D Advanced. Add the ability to Import point clouds captured by drones and laser scanners and directly open SCENE software projects. Includes one (1) year of maintenance with product updates and upgrades (as available) and top tier technical support. Digital download.</p>	5,500.00	5,500.00
1	TR-FZ3-INT-POS	FAROZone Introductory Training	0.00	0.00

Qty	Item No.	Description	Unit Price	Ext. Price
1	SOFT-FZ-D-N	FZ Network Dongle - 12009-003 Provides FARO Zone users with USB dongle hardware lock which allows 1 to 50 licenses to be used over a network. The dongle is programmed based on respective number of FARO Zone licenses purchased. FARO Zone licenses purchased separately.	490.00	490.00
1	SMA-SC-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: Three (3) year. Scope of service according to the conditions of the SCENE maintenance contract.	2,540.00	2,540.00
1	SWS-FCS-3Y	3D_WA_LS_FocusS Warranty_3Y_STAND Standard warranty for the FARO Laser Scanner FocusS. Included: free recertification of the FARO FocusS once a year at FARO service centre, free repair of damages which are not caused by the user, technical Hotline support, return shipping charges. Duration: 3 years, considers 3 year factory warranty (included with yearly service). Only available at the point of sale of a new unit. Services based on our General terms and conditions of maintenance.	8,390.00	8,390.00

<b>Order Total:</b>	96,740.00
<b>Discount Amount:</b>	-4,701.00
<b>Shipping Total:</b>	63.00
<b>Total in USD:</b>	92,102.00





## Additional Information

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### QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. Net 30 or Sooner Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

### CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO 17025 for FARO USB FaroArms and Bluetooth Gage, and Laser Trackers (when B89 or Standard Calibration for Vantage is requested). If another calibration standard is required please discuss with your Customer Service representative.

FARO USB FaroArms and Bluetooth Gage are certified using calibration procedures developed in accordance with ASME B89.4.22.

FARO Laser Trackers are certified following FARO internal procedures developed in accordance with ISO9001:2008. The ASME B89.4.19 System Calibration (Part #: 960-02589) is an additional calibration process to our FARO Standard Calibration (Part #: ACC-00). The tracker must be put through our standard calibration first before an ASME B89.4.19 System Calibration.

FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different default decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified.

#### STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ("Product") to Purchaser except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order issued by FARO or approved by FARO (each, an "Order"). FARO hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document and FARO's acceptance of any Order is expressly made conditional on Purchaser's acceptance of these standard terms and conditions. FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions. Acceptance of these standard terms and conditions and any Order, both or either of which may be delivered to Purchaser in electronic form by FARO shall be deemed to have occurred upon the earlier of (i) executing or accepting these standard terms and conditions, (ii) executing or accepting any Order, (iii) when Purchaser is aware that FARO has commenced performance thereunder or (iv) taking delivery of any Products.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00.

- 1.00 Payment of Purchase Price  
1.01 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice. If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. FARO shall be entitled to issue an invoice upon shipment of Product. FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).  
1.02 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO's income) that FARO may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale or use of Product. Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.  
1.03 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.  
1.04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:  
a) the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;  
b) the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;  
c) the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 hereof;  
d) the right to terminate any existing Software license agreement with Purchaser; and  
e) the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).  
1.05 Except as expressly set forth in Section 4.06, FARO does not permit returns on any Products shipped.  
1.06 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.  
1.07 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all actual attorneys' and paralegal fees and collection costs FARO may assign any cause of action that it has against Purchaser without Purchaser's consent.  
2.00 Delivery and Transportation  
2.01 Delivery dates set forth in the Order are estimates and not guarantees, and are based upon conditions at the time such estimate is given.  
2.02 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.  
2.03 If there is a shortage of Product, excessive demand for Product or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.  
2.04 Responsibility for all costs and risks in any way connected with the storage, transportation and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.  
2.05 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.  
3.00 Installation, Operator Training and Maintenance  
3.01 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product and setting up of Product for operation.  
3.02 Subject to Section 4.00, Purchaser shall be responsible for all maintenance of Product.  
4.00 Warranties and Exclusions; Exclusive Remedies and Disclaimers  
4.01 Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material affecting the fitness of Product for its usual purpose under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will operate in an uninterrupted or error free manner.  
4.02 Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.  
4.03 The warranties set out in paragraphs 4.01 and 4.02 above (together, the "Warranties") shall expire at the end of the twelve (12) month period commencing on the last day of the calendar month in which Product was delivered to Purchaser (the "Warranty Period").  
4.04 To properly make a claim under the Warranties, Purchaser must deliver written notice to FARO during the Warranty Period, at FARO's contact information set forth on the Order, of a breach of the Warranties, together with a description of such breach in reasonable detail. Within a reasonable time following receipt of such proper notice FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any breach reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be covered by or not to be in breach of the Warranties, Purchaser shall pay the cost of service, which shall be the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation.  
4.05 The Warranties shall not apply to or cover:  
a) Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the purpose for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.  
b) Any replacement of expendable items, including, but not limited to, fuses, diskettes, printer paper, printer ink, printing heads, disk cleaning materials, or similar cleaning items.  
c) Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, disk drive head cleaning, fan filter cleaning and system clock battery replacement.  
d) Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with section 4.11 or prior express written consent is obtained.  
e) Any defect in or related to Product which FARO cannot duplicate with reasonable effort.  
f) Any defect in or related Product caused by materials, including hardware, software or data not supplied by FARO.  
g) Any defect caused or resulting from accident, physical, electrical or magnetic stress, failure of electric power, air condition or environmental controls, use in or with defective or non-compatible equipment, hardware, software or data.  
h) Any defect or problem caused by changes in the operating characteristics of computer systems, hardware or software developed after Product is delivered.  
i) Any Product exported by Purchaser outside of the United States or Canada.  
j) Any demonstration or used Product.  
k) Any services of FARO. ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER 'AS IS' WITHOUT WARRANTY OF ANY KIND.  
l) Any Third Party Product sold or included with the Products. Such Third Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. OTHERWISE, SUCH THIRD PARTY PRODUCTS ARE PROVIDED TO PURCHASER 'AS IS' WITHOUT WARRANTY OF ANY KIND.  
4.06 Factory Repairs  
a) IF PRODUCT IS UNDER WARRANTY: Purchaser agrees to ship Product to FARO in the original packing container at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.  
IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product ("Temporary Replacements") as appropriate while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.  
b) IF PRODUCT IS NOT UNDER WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.  
4.07 FARO may authorize the manufacturer of a component of Product to perform any Warranty service.  
4.08 Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust or replace Product as provided in Section 4.04.  
4.09 DISCLAIMER OF WARRANTIES. THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.

10. FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.
- 4.11 The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:
1. Product is currently within the Warranty Period;
  2. The new owner is, or becomes, a Certified User;
  3. A FARO warranty transfer form is completed and submitted to FARO Customer Service.
- 4.12 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third party.
- 4.13 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.
- 4.14 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.
- 5.00 Limitations of Liability
- 5.01 In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as provided in Section 4.06(b)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.
- 5.02 FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.
- 5.03 The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions, and that the same form an essential basis of the bargain between the parties.
- 6.00 Design Changes
- 6.01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date.
- 6.02 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.
- 7.00 Intellectual Property
- 7.01 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.
- 7.02 Purchaser acknowledges and agrees that the Software contains trade secrets, and confidential and proprietary information, of FARO, and shall maintain all Software as confidential and proprietary information of FARO, and shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, and confidential and proprietary information, than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions, or for purpose of making one (1) archival or back-up copy of the Software), alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Software, in whole or in part, or permit access to or use thereof by any third party.
- 7.03 Purchaser acknowledges that any unauthorized use of the Software, or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorney's fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions from any such unauthorized use.
- 7.04 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.
- 8.00 Indemnification
- Purchaser will defend, indemnify and hold harmless FARO against all claims, losses, liabilities, damages, costs and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
- 9.00 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous
- 9.01 FARO shall not be liable for any loss, damage, detention or delay due directly or indirectly to any cause beyond FARO's control (a 'Force Majeure Event'), including without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.
- 9.02 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.
- 9.03 No representative of FARO has any authority to modify, alter, delete or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.
- 9.04 The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations shall be in either (a) the United States District Court for the Middle District of Florida, Orlando Division, or (b) the Business Court of the Ninth Judicial Circuit Court of Orange County, Florida.
- 9.05 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.
- 9.06 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 9.07 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT OR ACTION RELATED THERETO OR HERETO.
- 9.08 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit or other proceeding relates.
- 9.09 Purchaser shall not export or re-export any Product in violation of applicable law, rules or regulations.
- 10.00 Definitions
- 10.01 'Certified User' means any person who has completed at full session of product-specific training for Product.
- 10.02 'FARO' means FARO Technologies, Inc.
- 10.03 'FARO Intellectual Property' means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements and updates of any Product.
- 10.04 'Purchaser' means the party buying Product and who is legally obligated under the Order.
- 10.05 'Software' means all computer programs, disk drive directory organization and content, sold pursuant to the Order.
- 10.06 'Purchase Price' means the agreed-upon price of Product set forth in the Order.
- 10.07 'Third Party Product' shall mean any equipment, products, Software or services of a third party that FARO sells or makes available to Purchaser under an Order.

## **Agenda Item:**

4D. Professional Services Agreement with 6S Engineering, Inc. in the amount of \$77,736 for engineering services to reconstruct a portion of Singing Wind Drive. (staff)

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

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**SUBJECT:** Council authorization for the City Manager to execute a Professional Services Agreement with 6S Engineering, Inc. for engineering services to reconstruct a portion of Singing Wind Drive.

**FOR AGENDA OF:** Sept. 12, 2017

**DATE SUBMITTED:** Sept. 1, 2017

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

**CLEARANCES:** E.A. Hoppe  
*E.A.H.* Deputy City Manager

**EXHIBITS:** Professional Services Agreement between City of Kerrville and 6S Engineering, Inc.

**PAYMENT TO BE MADE TO:** 6S Engineering, Inc.  
P.O. Box 689  
Pleasanton, TX 78064

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *[Signature]*

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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$77,736	\$727,718	\$1,250,665	01-0161-2420

**REVIEWED BY THE FINANCE DIRECTOR:**

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The City hired Fugro Roadware, Inc. to develop a pavement condition survey and prioritized maintenance plan for roadways maintained by the City, and then later adopted the Pavement Management Program. As part of the adopted plan, annual funding was increased to \$1.25 million for the second year (2017) which included crack seal, slurry seal, mill & overlay and pavement reconstruction for select portions of streets. After receiving quality bids for the crack seal and slurry seal projects that were under the original engineering estimates, City staff contemplated the utilization of these savings, in addition to the 2016 carryover amount, to assist with the reconstruction portion of the adopted paving plan. Previously, almost all roadway reconstruction work has been done by City street crews.

The proposed Singing Wind reconstruction work will be one of the first roadway reconstruction projects that the City has recently placed for outside bids, and staff is hopeful that this approach will assist in catching up on the growing street reconstruction list that has traditionally been tasked to internal City staff crews. The proposed Singing Wind Drive project was selected because of the low Pavement Condition Index scores,

the high level of usage of the roadway, and the relatively long section of contiguous roadway that needs repair from Sailing Way to Deer Trail. The engineering work is anticipated to take approximately four to six weeks with bid advertisements likely at the beginning of October. City staff is hopeful that the Council will be able to review construction contract bids in the mid-to-late October timeframe for this project.

### **RECOMMENDED ACTION**

Authorize the City Manager to execute a Professional Services Agreement with 6S Engineering, Inc. in the amount of \$77,736.00 for engineering services for the reconstruction of a portion of Singing Wind Drive.

# PROFESSIONAL SERVICES AGREEMENT

[FIRM: 6S Engineering, Inc. | PROJECT-SERVICES: 2017 Singing Wind Drive Reconstruction]

**THIS AGREEMENT** is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), by and between the **CITY OF KERRVILLE, TEXAS** (“CITY”) and **6S Engineering, Inc.**, (“CONSULTANT”), and at times, collectively referred to herein as “parties”.

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

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

**NOW, THEREFORE**, the parties agree as follows:

## **I. CONSULTANT’S SERVICES**

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

## **II. CONSULTANT’S RESPONSIBILITIES**

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

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

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



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

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

### **III. CITY'S RESPONSIBILITIES**

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

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

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

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

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

### **IV. PAYMENT**

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Payment Schedule, attached hereto and incorporated herein as **Exhibit A**. The amount will not exceed \$77,736.00.

### **V. TIME FOR PERFORMANCE**

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

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

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

## **VI. DOCUMENTS**

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

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

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

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

## **VII. TERMINATION**

A. CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. In addition, CITY's payment is subject to the CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Design Documents, invoices, statements, and accounts.

B. Should CITY require a modification to this Agreement, and in the event CITY and CONSULTANT fail to agree upon such modification, either CITY or CONSULTANT have the option of terminating this Agreement. Thereafter, CITY shall pay CONSULTANT in accordance

with this Agreement for the Services mutually agreed upon by CITY and CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

### **VIII. INSURANCE**

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

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

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

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

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

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

F. Qualifying Insurance: the insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

### **IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE**

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

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

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

#### **X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION**

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

#### **XI. INDEMNIFICATION FOR PERFORMANCE**

**CONSULTANT shall defend and indemnify Indemnitees against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONSULTANT in performing the Services.**

#### **XIV. DEFAULT OF CONSULTANT**

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with this Agreement as to the quality or character of the Services or time of performance, and the

failure is not corrected within ten (10) days after written notice from CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

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

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

#### **XV. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

**Exhibit A Scope of Services**

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

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

6S Engineering, Inc.  
BY: JessW. Swaim, P.E.  
TITLE: Vice President  
ADDRESS: P.O. Box 689  
Pleasanton, Texas 78064

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

**OWNER**  
THE CITY OF KERRVILLE

BY: \_\_\_\_\_  
NAME: Mark L. McDaniel,  
TITLE: City Manager

**CONSULTANT**  
6S ENGINEERING, INC.

BY: \_\_\_\_\_  
NAME: Jess W. Swaim,  
TITLE: Vice President

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

APPROVED AS TO CONTENT:



Kyle Burow, Director of Engineering





EXHIBIT "A"

August 10, 2017

City of Kerrville  
701 Main Street  
Kerrville, Texas 78028

Attn: Mr. Kyle Burow, P.E., Director of Engineering

Regarding: 2017 Singing Wind Drive Reconstruction  
6S Project No. 2017-004-03

Dear Mr. Burow:

6S Engineering, Inc. is pleased to provide you this proposal to perform professional engineering services for the City of Kerrville ("City"). The project is defined as a gutter to gutter roadway reconstruction project. The street is only to be reconstructed from the gutter edge of each side.

**PROJECT DESCRIPTION:**

6S will provide an engineering design for Singing Wind Drive from Smokey Mountain Drive to Sailing Way. The length of the roadway is approximately 4100 FT. The approximate roadway width of asphalt from gutter line to gutter line is 40 FT.

**SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:**

6S will provide design engineering services for the project described above. The scope of work to complete the design includes the following:

- A. Project Start-up- A 6S manager will meet with the City as a preliminary kickoff meeting and visit the site. This segment of the project includes initial budgeting and setup for the project.
- B. Project Geotechnical (Additional Service)- 6S will utilize Arias Geo-Professionals to provide four (4) geotechnical bore holes for the project site. Existing soil conditions for the project site will be documented as well as the development of a potential pavement section for the project. The sub-consultant scope is attached.
- C. Project Survey (Additional Service)- 6S will utilize Sur-Gis of Texas to provide basic survey services for the project. Benchmarks will be placed and documented with a signed control sheet in the plans. The sub-consultant scope is attached for survey detail.
- D. Utility Coordination- 6S will coordinate with the City to gather water and sewer as-built data or block maps for the immediate location. If sewer, water, or electrical lines are documented in the crossing location they will be shown on the plan view sheets. Water and sewer design are not anticipated as part of the project scope.

E. Plan Development- 6S will develop a plan set that includes the following sheets:

- Cover Sheet (1 Sheet)
- General Construction notes and special notes (1 Sheet)
- Existing Roadway Section and Proposed Typical Section and project quantities (1 sheet)
- Plan Sheets (8 Sheets) – Plan sheets will be double banked and will have a plan view with an aerial image. These sheets will include a centerline stationing offset from a stationary point. 11"x17" sheets
- Special Detail Sheets (1 Sheet) – It is anticipated that only one special detail sheet will be necessary.
- SW3P- Stormwater Pollution Prevention – (1 Sheet) EPIC narrative Sheet. BMP measures will be indicated on the plan sheets.
- Drainage design is not part of the contract scope. 6S will visit the project site and coordinate with the city to view areas that may currently be ponding. Since the City is not reconstructing the curbs the general run slope and elevations are staying the same. The Engineer will note in the plans for the contractor to maintain a cross slope that will push the water to the gutter lines and encourage flow away from the asphalt. It is also understood the City is not replacing any curbs or gutters within the contract.

E. Front end bidding documents, general conditions and special project specifications will be provided for select items as deemed necessary by the Engineer.

F. Traffic Control Plans- 6S will provide one traffic control and project phasing sheet. TxDOT typical detail sheets will be used to support the traffic control plan sheets.

G. Opinions of Probable Construction Cost – Opinions of Probable construction cost will be estimated at 60% and Final Design. These will be based on experience and using regional bid unit prices and quantities from agencies such as TxDOT and other local government area bids.

#### **QA/QC:**

6S will provide a Quality Assurance/Quality Control review on the project prior to final plan reproduction.

#### **60% and Final Design Submittal:**

6S will provide one (1) 11"x17" hard copy plan set at 60% review along with a pdf file. At final design 6S will provide (2) hard copy sets and a pdf file for review. The 6S Project manager will attend a City review meeting at each phase of design and provide revisions to comments.

#### **Final Plans & Contract Documents:**

6S will Provide (1) one 11"x17" sealed plan set and one (1) PDF copy to the City along with the front end documents and specifications.

Mr. Kyle Burow, P.E.  
City of Kerrville  
August 10, 2017  
Page 3 of 7

**Public Meetings:**

6S has included (3) three public meetings in this agreement. This is anticipated to be (2) two meetings with the adjacent property owners and one meeting with City council. Each meeting will be billed independently as approved by the City Engineer.

**Public Meeting Exhibits:**

6S will provide exhibits for the three (3) meetings or each independent meeting if requested by the City. The exhibits would be a maximum of (2) two 22x24 inch graphics mounted on boards or a general slide presentation.

**Bid Phase Services (Additional Service)**

6S will prepare the advertisement of the bid for the City.

Prepare and provide complete sets of the bid package, including plans, specifications, and instructions to bidders, general provisions, and bid proposal as documentation for the City to advertise for bids for construction. Furnish not more than eight (8) 11"x17" sets.

Attend pre-bid conference and prepare necessary addenda to provide clarification and interpretation to bidders.

Complete a bid tabulation and analysis of bids and furnish a recommendation on the award of the construction contract.

**Construction Administration Services (Additional Service)**

Attend the Pre-Construction conference with the representatives of the interested City departments and the contractor. Prepare a summary record of the Pre-Construction conference as scheduled by the City.

Attend bi-weekly construction meetings (once every 2 weeks) to discuss job progress, revisions, plan clarification and coordination. Sub-consultants shall be included as attendees as necessary in these meetings. 6S will prepare summary record to be distributed to all attendees after review by the City.

6S will visit the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications. During such visits and on the basis of on-site observations, 6S shall consult and advise the City during construction, and submit monthly reports to the City relating to such visits. 6S shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work; 6S shall not be responsible to the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor. 6S's efforts will be directed towards providing 6S's best judgment to the

Mr. Kyle Burow, P.E.  
City of Kerrville  
August 10, 2017  
Page 4 of 7

City that the completed project will conform to the plans and specifications. 6S shall not be responsible for the failure of the contractor to perform the construction work in accordance with plans and specifications and the contractor's contract; however, 6S shall report to the City any deficiencies in the work actually observed by 6S. During such visits and on the basis of on-going observations, 6S shall consult and advise the City during construction.

After contractor's approval, 6S shall review and take appropriate action (approve with modifications, reject, etc.) upon the contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the project and compliance with the information given in the contract documents. Such action shall be taken with reasonable promptness so as to minimize delay. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Review monthly estimates and recommend approval or other appropriate action on estimates submitted by the contractor.

Develop, at the request of the City, any changes, alterations or modifications to the project that appear to be advisable and feasible and in the best interest of the City. Routine changes made during construction (change orders/field alterations) that are within the original scope of the project will be made at no additional cost to the City. Such alterations shall appear on or be attached to the City's form "Field Alteration Request". At the direction of the City, 6S shall obtain the contractor's price of the proposed alteration prior to submitting it to the City for its approval.

Perform in company with the City representative(s) a "conditional approval" and a "Final" inspection of the project to observe any apparent defects in the completed construction with regard to conformance with design concept and intent of the contract documents. Assist the City in consultation and discussions with contractor(s) concerning such deficiencies, and make recommendations as a replacement or correction of the defective work.

After completion of the work, and before final payment to the contractor, the City shall receive from the contractor two (2) sets of "Record Drawings". 6S, after receiving the information, shall transfer the information to AutoCAD files (CD's) compatible to Microstation showing all items of work actually installed in the project (hereinafter called "Plan of Record") for the City's permanent file. 6S shall not be held liable for the information supplied by the contractor and/or City representative.

The City will require the contractor to submit to 6S who shall review and deliver to the City, manufacturer's warranties or bonds on materials and equipment incorporated in the project for which such warranties or bonds were required by the specifications.

Prepare the "Final Field Alteration" recapitulations (over and under) of the project in conjunction with the final request for payment.

Mr. Kyle Burow, P.E.  
City of Kerrville  
August 10, 2017  
Page 5 of 7

**Term of Construction Phase Service (estimated not to exceed 6 months). Additional Services will be necessary after this period.**

**Exclusions:**

- Traffic Impact Analysis
- Drainage area maps and calculations
- Profile design
- Profile views and vertical design for the roadway section.
- Sewer and Water design
- Utility Design
- ADA Review

**OWNER'S RESPONSIBILITIES:**

City shall coordinate with Engineer and provide engineer with As-Built documentation for existing sanitary sewer, water mains, and other City services in the project area.

**PERIOD OF DESIGN SERVICE:**

1.5 months from authorization

**PAYMENTS TO ENGINEER:**

6S Engineering Group proposes the following lump sum fees for the above referenced services:

**BASIC SERVICES**

Project Start-up .....	\$775.00
Utility Coordination: .....	\$850.00
Plan Development: .....	\$18,925.00
Front End Documents & Specifications: .....	\$5,300.00
Traffic Control Phasing Plans: .....	\$4,750.00
Opinions of Construction Cost: .....	\$2,200.00
QA/QC: .....	\$2,350.00
60% and Final Plan Submittal: .....	\$2,200.00

**Base Service Fee (Lump Sum):.....\$37,350.00**

Mr. Kyle Burow, P.E.  
City of Kerrville  
August 10, 2017  
Page 6 of 7

**ADDITIONAL SERVICES**

Geotechnical Engineering (Arias): .....\$7,516.00  
Survey Services (SUR-Gis) .....\$4,120.00  
Public Meeting Attendance (3 Meetings @ \$800/EA) .....\$2,400.00  
Public Meeting Exhibits .....\$3,200.00  
Bid Phase .....\$4,000.00  
Construction Phase..... \$17,950.00  
  
Mileage and Expenses .....\$1,200.00

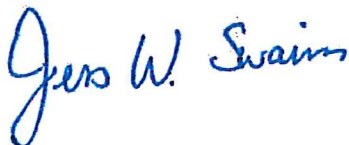
**Total Project Cost (Lump Sum): .....\$77,736.00**

Invoicing will occur monthly on a percent complete basis. The attached Terms & Conditions (Attachment "A") are a part of this agreement.

If this proposal is acceptable to you, please indicate by signing in the space provided below and return the original to this office. If you have any questions, please call our office. We appreciate the opportunity to submit this proposal and look forward to being of service.

Signature of this professional services agreement is understood to constitute authorization to proceed as of the date signed by the client.

Sincerely,



Jess W. Swaim, P.E.  
Vice President

ACCEPTED:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**6S Engineering, Inc.**  
**Attachment "A" – Terms and Conditions**

**1. AUTHORIZATION TO PROCEED**

Signing this Agreement shall be construed as express authorization by CLIENT for 6S to proceed with the work, unless otherwise provided for in the Agreement.

**2. USE OF DOCUMENTS**

All documents produced by 6S under this Agreement shall be considered "Instruments of Service" for which 6S retains the copyright. Notwithstanding the foregoing, 6S grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement. ~~Should CLIENT use any documents in circumstances in which 6S is no longer involved in the Project, the CLIENT shall defend and indemnify 6S on account of any such use and any claims made arising out of any modifications or changes to any such documents.~~

Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by 6S only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**3. STANDARD OF CARE**

6S shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and 6S shall have no liability or obligation with respect thereto.

**4. COST ESTIMATES**

Any cost estimates provided by 6S will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, 6S cannot and does not warrant that 6S or ultimate construction costs will not vary from these cost estimates.

**5. PAYMENT TO 6S**

Monthly invoices will be issued by 6S for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

**6. DIRECT EXPENSES**

Certain expenses incurred by 6S in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees, reproduction costs, travel expenses when traveling outside 6S's local office and adjacent counties, including meals, lodging, use of automobile at the current IRS approved rate and airline fares. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by 6S.

**7. OUTSIDE SERVICES**

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for 6S's administrative costs, as provided for in this Agreement.

**8. ADDITIONAL SERVICES**

Services in addition to those specified in Scope will be provided by 6S if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

**9. SALES TAX**

In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement. *OK*

**10. SUSPENSION/TERMINATION**

When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. 6S shall not be responsible for delays in the Project caused by such suspension. Either CLIENT or 6S may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay 6S in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. *OK*

**11. LIMITATION OF LIABILITY**

6S's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees earned under this Agreement.

To the fullest extent permitted by law, neither Company, nor the Consultant, nor their sub-consultants, if any, nor their respective affiliates shall be liable for any special, indirect, consequential, incidental, punitive or exemplary damages (extraordinary damages), whether or not foreseeable, arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or any other basis of liability. *OK*

**12. MEDIATION**

All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or 6S may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement. *OK*

**13. LITIGATION**

This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or 6S against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

**14. SURVEYING SERVICES**

In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

**15. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law. *OK*





142 Chula Vista, San Antonio, Texas 78232 • Phone: (210) 308-5884 • Fax: (210) 308-5886

August 10, 2017  
Arias Job No. 2017-614

VIA Email: [jswaim@6s-engineering.com](mailto:jswaim@6s-engineering.com)

Mr. Jess W. Swaim, P.E.  
Sr. Project Manager  
6S Engineering, Inc.  
8405 Coughran Road  
Pleasanton, Texas 78064

**RE: Proposal for Geotechnical Engineering Services**  
Singing Wind Drive Reconstruction Project  
Deer Trail to Sailing Way  
Kerrville, Texas

Dear Mr. Swaim:

Thank you for the opportunity to submit this proposal for geotechnical engineering services for the proposed project. We understand that we have been pre-selected for this project based on our qualifications.

**Project Information**

The proposed project will consist of the reconstruction of Singing Wind Drive from Deer Trail to Sailing Way in Kerrville Texas. We understand that only flexible pavement systems will be considered for the project, and that pavement designs will be in accordance with the City of Kerrville Standard Specifications for Subdivision Construction, dated January 2005.

Should any of this information be incorrect, or should it subsequently change, we should be contacted immediately to review and revise our proposal as required.

**Proposed Borings**

Proposed soil borings and depths for the pavements for this project are proposed in the following table:

Item	No. of Borings	Boring Depth (ft)	Drilling Footage
Singing Wind NBML	1	7	7
Singing Wind SBML	2	7	14
		<b>Total:</b>	<b>21</b>

**Proposed Base Scope of Services**

Arias Geoprofessionals (Arias) proposes the following geotechnical services for the project:

1. A pre-drilling field reconnaissance operation will be conducted to determine existing site conditions at each boring location and to initiate the subsurface utility clearance activities. Information will be collected, as needed, to determine access to the boring locations and to determine the necessary traffic control measures for the field drilling activities. This proposal has been prepared on the basis that road-cut permits will NOT be required from the City of Kerrville for the borings anticipated to be drilled within the existing right-of-way.

2. Traffic control measures will be implemented during coring, drilling and sampling activities. Partial lane closures are anticipated. The proposal has been prepared on the basis that a police officer, cones and signage will be adequate traffic control.
3. The 3 borings will be drilled to a maximum depth of 7 feet each to aid in the pavement design. The pavement borings will be cored through the existing pavement to estimate the existing pavement structure. For each site boring, soil interpreted to be clay in the field will be sampled by either pushing a thin-walled tube (ASTM D 1587) or with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Soil interpreted to be sand or gravel in the field will be sampled with a split barrel sampler while performing the Standard Penetration Test (ASTM D 1586). Samples in bedrock where SPT samples cannot be obtained will be taken from the auger cuttings. Rock coring will not be provided as part of this work scope. Recovered soils/rock will be visually classified in the field.
4. If groundwater is encountered, the groundwater levels within the open borehole(s) will be recorded at the time of drilling and immediately following drilling. Borings performed through the existing pavement will be backfilled with dry cement with the surface of the borings patched using cold-mix asphalt.
5. If needed, Arias will coordinate with the 6S Engineering, Inc. (6S) to have 6S survey the as-drilled boring locations. Arias would then include the surveyed coordinates and surface elevations on the final boring logs in the geotechnical report.
6. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, and sulfate testing. A CBR test will be performed on a collected bulk sample of the subgrade soils. Lime series pH and Plasticity Index (PI) testing will be performed to determine the recommended amount of lime to treat the subgrade soils. Soil-cement testing will be performed on recovered pavement materials. The actual laboratory program will depend upon the type of soils encountered.
7. We will issue an electronic copy of our formal geotechnical engineering report prepared by a licensed professional engineer in Texas that will include:
  - Description of the field exploration program;
  - Description of the laboratory testing program;
  - Soil boring plan that depicts borehole locations on a base map provided by Client;
  - Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487).
  - Description of site geology based on location of the site on the Geologic Atlas of Texas;
  - Existing pavement section based on core data;
  - Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations;
  - Depth where groundwater was encountered during drilling and its potential impact on construction; and,
  - Pavement section design options for flexible pavement using the City of Kerrville Standard Specifications for Subdivision Construction, dated January 2005. The concept of pavement reclamation with cement will also be evaluated.

#### **Proposed Fees**

We propose that the fee of the performance of the scope of work for this project as previously herein be **\$7,516.17**. Arias services will be performed as outlined in the General Conditions included with this proposal. We will submit monthly progress billing during the course of our study; invoicing will be based on the percentage of project completion to bill for project tasks as they are completed (i.e. site mobilization of geotechnical field testing equipment and personnel, completion of field work and laboratory testing, engineering analysis, report preparation, etc.).

*We have prepared our scope and fee with the understanding that no clearing will be required, no concrete coring will be required, road-cut permits will not be required, the traffic control outlined herein is acceptable, and that no special permission will be needed for access. We have assumed that you will provide free access to the site. Meetings after report submission and supplemental letters are not included in our proposed project fees. If required, these items will be billed according to the current Arias Geoprosessionals' Unit Rate Schedule for Geotechnical Services.*

Our proposed scope of work has been prepared with the understanding that Arias will not provide an environmental assessment or environmental work of any kind. If contaminated soils are encountered during the field work, our soil borings will stop and our client will be notified immediately.

#### **Schedule**

Upon receiving written authorization, Arias will conduct a field reconnaissance of the site, mark the boring locations and coordinate the utility locate services. Based on our experience, we anticipate that about 2 weeks will be required to mark borings and clear utilities. The field exploration can begin within approximately 2 to 3 days and will take approximately 1 day to complete. Laboratory testing will require about 2 weeks to complete. Our final written report will be delivered to you within approximately 6 weeks after authorization. If this schedule does not meet your needs, please inform us.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

#### **Proposal Acceptance**

Please let us know if this proposal meets your expectations. If acceptable, the authorization table at the end of this proposal should be completed as applicable. We will begin work upon receipt of a signed copy of the proposal by an authorized representative. Please return the entire signed proposal to us by fax, mail or email to [shiggs@ariasinc.com](mailto:shiggs@ariasinc.com). If the billing address is different, include that information as well.

Should you have any questions, please do not hesitate to contact me. We appreciate the opportunity provided and look forward to being an integral part of the Project Team.

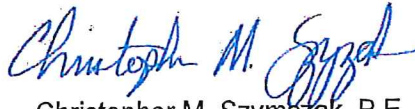
Sincerely,

**ARIAS GEOPROFESSIONALS, INC.**

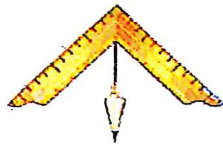
TBPE Registration No: F-32



Spencer A. Higgs, P.E.  
Director of Engineering



Christopher M. Szymczak, P.E.  
Senior Geotechnical Engineer



## SurGIS of Texas Corporation

Jess Swaim, P. E.  
6S Engineering Group  
PO Box 689  
Pleasanton, Texas 78064

### SCOPE OF SURVEYING SERVICES – Topographic Survey Singing Wind Drive

Survey Services – Provide Topographic Surveying Services on Singing Wind Drive, Kerrville Texas. The services will include a cross sections every 100 feet, drives, street intersections, and utilities on Singing Wind Drive from Smokey Mountain Drive to Sailing Way.

Clerical	\$60.00
Road topo	\$2,980.00
control	\$360.00
One Call utilities	\$720.00
<b>Totals</b>	<b>\$4,120.00</b>

Deliverables will be a AutoCadd file. It will take approximately five working days to start work and Ten working days to complete survey. If you have any questions, please feel free to call me. If this proposal is acceptable to you, please sign and date below and return at your earliest convenience. Should you have any questions, please feel free to call me at 210-367-5843. Limits of liability cannot exceed the price of this proposal.

Thank you

\_\_\_\_\_  
Philip V. Hampton, RPLS

\_\_\_\_\_  
Date

Accepted by:

\_\_\_\_\_  
Jess Swaim

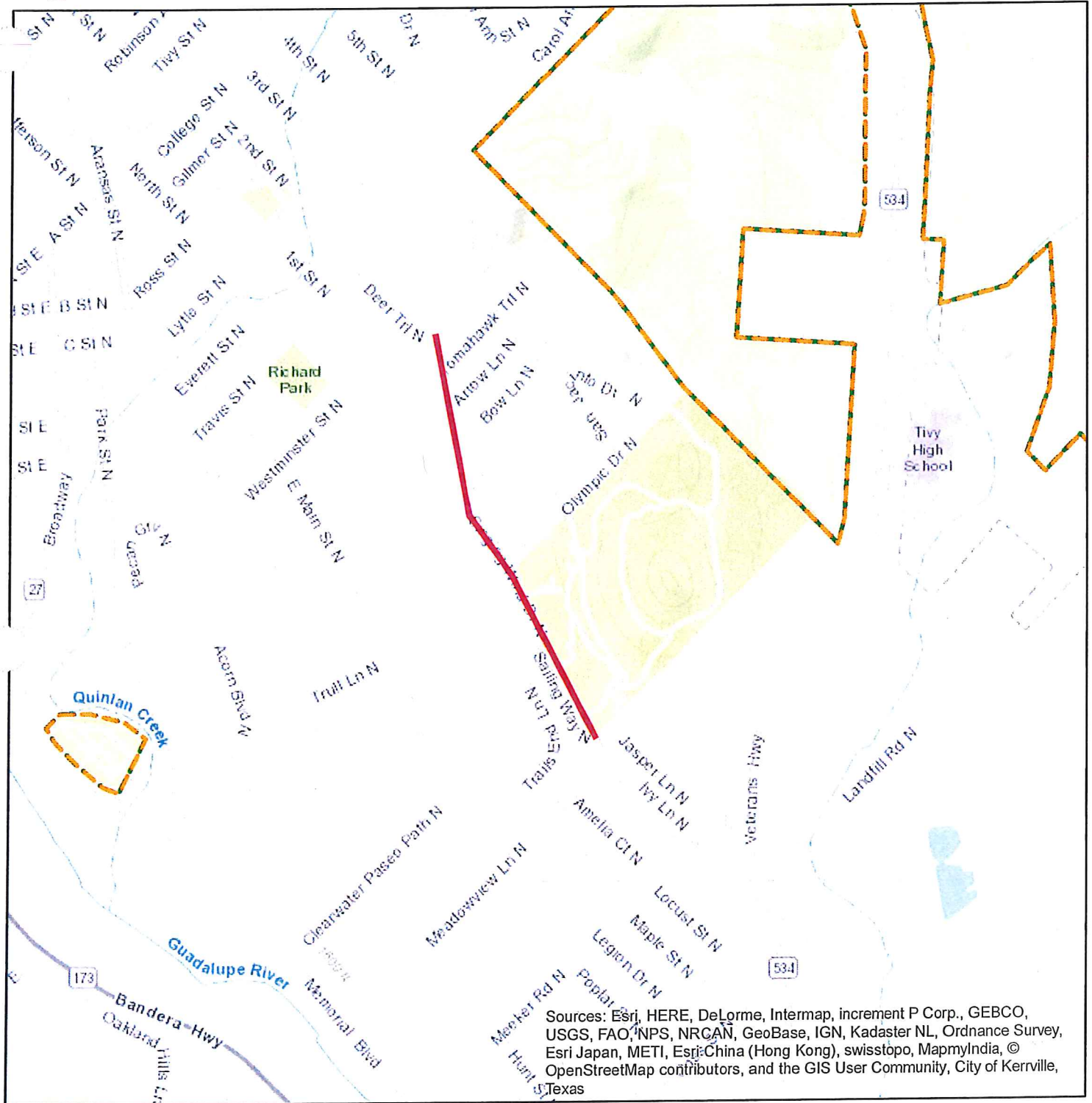
\_\_\_\_\_  
Date

SurGIS of Texas Coporation Reg #10193840  
9818 Diamond Cliff Dr  
Helotes, Texas 78023  
[www.surgis-texas.com](http://www.surgis-texas.com)  
Firm # 10193840





# Singing Wind Drive Reconstruction



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community, City of Kerrville, Texas



Engineering

9/8/2017 2:48 PM

0 700 1,400 2,800

Scale In Feet

## **Agenda Item:**

5A. Fiscal Year 2018 budget for the City of Kerrville, Texas Economic Improvement Corporation. (staff)

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

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**SUBJECT:** Consideration of the Fiscal Year 2018 (FY2018) budget for the City of Kerrville Economic Improvement Corporation

**FOR AGENDA OF:** Sept. 12, 2017      **DATE SUBMITTED:** Sept. 1, 2017

**SUBMITTED BY:** E.A. Hoppe      **CLEARANCES:** Mark McDaniel  
Dep. City Manager      City Manager

**EXHIBITS:** FY2018 EIC Budget

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

At its meeting of Monday, August 21, 2017, the City of Kerrville Economic Improvement Corporation voted to approve its FY 2018 budget. This budget allocates \$4,799,153 for FY2018.

Revenue projections for FY2018 are \$3,476,206 and the budget contemplates a planned draw down of reserves of \$1,307,947. The FY2017 Economic Improvement Corporation budget projected an unrestricted fund balance of \$2,259,612.

The FY2018 budget allocates expenditures for Administrative, Category 1 – Business Development, Category II – Quality of Life, and Category III – Public Infrastructure categories. In the budget draft that was presented to the EIC on July 17, 2017 all EIC debt was included within the Administrative category. Per the EIC's direction, the attached budget distributes the debt to each applicable category based upon the project that it was issued for, and also provides for the percentage of the overall budget allocated for each category.

The budget represents the following allocations:

Administrative = \$280,500

- Includes a contribution to the Kerrville Economic Development Corporation and Administrative Fees to the City.

Category I – Business Development = \$500,000

- Consists of an economic development set-aside of \$500,000.
- Annual unexpended allocations for economic development set-aside are



swept into a restricted fund balance for economic development purposes; the ED set-aside is projected to be at \$1,500,000 at the end of FY 2017.

Category II – Quality of Life = \$2,068,653

- Includes debt service payments for the River Trail and Sports Complex projects.
- Includes \$750,000 for the second of two allocations for upgrades to the Tennis Center; the first allocation of \$750,000 was issued in FY 2017 (the City Council and EIC have a Funding Agreement for up to \$1.5 million to fund the design/engineering and construction of this facility).
- Includes \$200,000 for downtown parking center streetscaping; the capital project fund for this effort is projected to be at \$565,100 at the end of FY 2017. When combined this will provide a total of \$765,100 for FY2018.

Category III – Public Infrastructure = \$1,950,000

- Provides for a second allocation of \$1,500,000 for a portion of the funding for the extension of reclamation water distribution mains (the City Council and EIC have a Funding Agreement for up to \$3.0 million to fund the construction of these mains).
- Includes a new debt service issuance for economic development related infrastructure (Legion Lift Station). \$200,000 in FY 18 and \$400,000 in future years.
- Includes a \$250,000 allocation for Workforce Housing; the capital project fund for this sub-category is projected to be at \$600,000 at the end of FY 2017.

The Economic Improvement Corporation budget is included as a Component Unit Fund in the City's overall annual budget.

**RECOMMENDED ACTION**

Approve the FY 2018 budget for the Kerrville Economic Improvement Corporation as presented.

### Proposed FY18 EIC Budget

	FY17 Estimated	FY18 Projected	FY19 Projected	FY20 Projected	FY21 Projected	FY22 Projected	FY23 Projected
<b>BEGINNING CASH BALANCE</b>	\$3,789,843	\$2,259,612	\$951,665	\$1,560,644	\$2,312,308	\$3,184,068	\$4,128,227
<b>REVENUE:</b>							
Sales and Use Tax	\$3,342,505	\$3,476,206	\$3,650,016	\$3,796,016	\$3,909,897	\$3,988,095	\$4,067,857
Interest	\$22,500	\$15,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
<b>TOTAL REVENUE</b>	\$3,365,005	\$3,491,206	\$3,660,016	\$3,806,016	\$3,919,897	\$3,998,095	\$4,077,857
<b>EXPENDITURES:</b>							
<b>Administrative</b>							
Local Meeting - Workshops	\$500	\$500	\$500	\$500	\$500	\$500	\$500
KEDC	\$180,000	\$180,000	\$185,000	\$185,000	\$185,000	\$185,000	\$185,000
Administrative Services Fee	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Total Administrative</b>	\$280,500	\$280,500	\$285,500	\$285,500	\$285,500	\$285,500	\$285,500
	5.73%	5.84%	9.36%	9.35%	9.37%	9.35%	9.37%
<b>Category I - Business Development</b>							
ED Set Aside	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Unspecified	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Category I</b>	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
	10.21%	10.42%	16.39%	16.37%	16.40%	16.37%	16.41%
<b>Category II - Quality of Life</b>							
Tennis Center	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0
Olympic Pool	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Downtown Streetscape Enhancements	\$250,000	\$200,000	\$0	\$0	\$0	\$0	\$0
Debt Service - Series 2011A (River Trail)	\$258,456	\$259,890	\$261,223	\$262,456	\$260,256	\$260,390	\$260,390
Debt Service - Series 2012 (River Trail)	\$252,863	\$253,413	\$250,547	\$250,997	\$248,863	\$253,197	\$249,030
Debt Service - Series 2015 (Sports Complex)	\$603,417	\$605,350	\$603,767	\$605,400	\$603,517	\$604,850	\$602,825
Unspecified	\$0	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
<b>Total Category II</b>	\$2,114,736	\$2,068,653	\$1,615,536	\$1,618,853	\$1,612,636	\$1,618,436	\$1,612,245
	43.20%	43.10%	52.95%	53.00%	52.91%	53.00%	52.90%
<b>Category III - Public Infrastructure</b>							
Housing	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000.00	\$250,000
Reuse Distribution Lines	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$0	\$0
*Debt Service - Legion Lift Station	\$0	\$200,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Unspecified	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Category III</b>	\$2,000,000	\$1,950,000	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000
	40.86%	40.63%	21.30%	21.28%	21.32%	21.28%	21.33%
<b>Contingency</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	\$4,895,236	\$4,799,153	\$3,051,036	\$3,054,353	\$3,048,136	\$3,053,936	\$3,047,745
<b>NET REVENUES TO EXPENDITURES</b>	-\$1,530,231	-\$1,307,947	\$608,980	\$751,664	\$871,761	\$944,159	\$1,030,112
<b>CASH BALANCE AVAILABLE</b>	\$2,259,612	\$951,665	\$1,560,644	\$2,312,308	\$3,184,068	\$4,128,227	\$5,158,339
<b>Accumulated ED Set Aside</b>	\$1,500,000	\$2,000,000	\$2,500,000	\$3,000,000	\$3,500,000	\$4,000,000	\$4,500,000
*Option to sell \$5.0 million debt early 2018 - one interest payment during FY18 - full principal and interest payments beginning FY2019							
Debt Service Requirements percent of revenues	33.13%	37.77%	41.41%	39.91%	38.59%	37.98%	37.08%

## EIC Projects Fund

		FY18 Proposed Budget
<b>REVENUE:</b>		
Transfer in from EIC		\$3,200,000
Category 1 - Business Development		
ED Set Aside	\$500,000	
Category 2 - Quality of Life		
Tennis Center	\$750,000	
Downtown Streetscape Enhancements	\$200,000	
Category 3 - Public Infrastructure		
Housing	\$250,000	
Reuse Distribution Lines	\$1,500,000	
<b>EXPENDITURES:</b>		
Project Funds Contribution		\$2,700,000
Category 2 - Quality of Life		
Tennis Center	\$750,000	
Downtown Streetscape Enhancement	\$200,000	
Category 3 - Public Infrastructure		
Housing	\$250,000	
Reuse Distribution Lines	\$1,500,000	

**City of Kerrville**  
**Consolidated Budget Totals by Fund**  
**FY2018 Proposed Budget**

**PROGRAM FUNDS**

#	Fund Name	Expenditure
1	General*	\$ 26,837,995
2	Water and Sewer*	12,265,455
3	Garage	420,053
5	Employee Benefit Trust	3,146,400
8	Parkland Dedication	-
13	Police Special Revenue	19,050
14	Golf*	872,847
15	Library Memorial	25,000
16	HOT Reserve	-
18	General Asset Replacement	1,237,000
19	WS Asset Replacement	134,000
20	Hotel Occupancy Tax	1,175,200
21	P.E.G. Special Revenue	50,000
22	Muni Court Special Revenue	2,240
26	Landfill Reserve	-
28	Landfill Post Closure	-
50	General Debt Service	2,639,503
53	WS Debt Service	3,986,897
68	History Center	14,523
70	General Capital Projects**	1,200,000
71	WS Capital Projects**	-
84	Cailloux Theater Endowment	5,000
85	Grant Fund	-
90	Insurance Reserve	60,000
94	Main Street	8,085
	<b>TOTAL</b>	<b>\$ 54,099,247</b>

**CAPITAL PROJECT FUNDS**

70	General Capital Projects	\$ 4,890,676
71	WS Capital Projects	7,316,608
	<b>TOTAL</b>	<b>\$ 12,207,284</b>

**CITY TOTAL** **\$ 66,306,531**

**COMPONENT UNIT FUNDS**

40	Economic Improvement Corp	\$ 4,799,153
75	EIC Projects	<b>2,700,000</b>
	<b>TOTAL</b>	<b>\$ 7,499,153</b>

## **Agenda Item:**

6A. Public hearing on the ad valorem tax rate for tax year 2017/fiscal year 2018 for the City of Kerrville. (staff)

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

**SUBJECT:** Second Public Hearing – Proposed Ad Valorem Tax Rate for Tax Year 2017/Fiscal Year 2018

**FOR AGENDA OF:** September 12, 2017 *mg* **DATE SUBMITTED:** August 24, 2017

**SUBMITTED BY:** Sandra Yarbrough  
Director of Finance

**CLEARANCES:** Mark McDaniel  
City Manager

**EXHIBITS:** Public Notice

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *[Signature]*

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

This is the second public hearing on the proposed ad valorem tax rate of \$0.5625/\$100 for tax year 2017/fiscal year 2018. This proposed ad valorem tax rate has remained the same tax rate since tax year 2009/fiscal year 2010. At the close of the first public hearing on the proposed ad valorem tax rate council requested staff review and propose options to reduce the fiscal year 2018 tax rate to the effective tax rate of \$0.5514/\$100.

The City is required to hold two public hearings since the proposed tax rate exceeds the effective tax rate as calculated. The first public hearing was held Tuesday, August 22, 2017 and the second public hearing will be Tuesday, September 12, 2017 at 6:00 p.m., City Hall Council Chambers, 701 Main Street, Kerrville, Texas.

At the August 8, 2017 City Council meeting, city council voted by resolution to hold two public hearings to establish the proposed ad valorem tax rate ceiling for FY2018 at \$0.5625/\$100 value. This proposed ad valorem tax rate exceeds the effective rate as calculated by the Tax Assessor-Collector of \$0.5514/\$100 by 2.013%.

Public notice of 2017 tax year proposed property tax rate for the City of Kerrville was published on the City of Kerrville website beginning August 9, 2017, published in the

Kerrville Daily Times, weekend edition August 12-13, 2017, and printed in the Hill Country Community Journal, Wednesday, August 16, 2017.

The proposed tax rate will raise more tax revenue from property taxes than last years' tax revenue. The tax rate has two components. The maintenance and operations (M&O) rate for the general operations of the City is proposed at \$0.4890 and the interest and sinking (I&S) rate for the General Fund's debt service is proposed at \$0.0735. This proposed tax rate is the same tax rate as last year.

Tax levy revenue increase at proposed tax rate of \$0.5625/\$100 is \$365,265, less new property added \$181,815, less debt service portion required \$23,971, leaves a net increase for maintenance and operations of \$159,479.

\$365,265	Tax levy increase	
-\$181,815	New property added	
\$183,450		
-\$23,971	Debt service required	
\$159,479	Maintenance and operations	

The average residential homestead taxable value of \$193,902 would see a tax increase of approximately \$21.52 at the proposed tax rate of \$0.5625/\$100 compared to the effective tax rate of \$0.5514/\$100.

The proposed additional tax revenue will help fund increased street maintenance by 20%, additional police department and engineering department staffing, merit and other wage adjustments. An estimated reserve fund balance of 26.7% is projected at the close of FY2018 which exceeds the 25% minimum as adopted in the financial management policy.

### **RECOMMENDED ACTION**

Hold second public hearing on the proposed ad valorem tax rate as required.

After closing the public hearing the following verbal statement must be made:

**“The adoption of proposed ad valorem tax rate will occur through separate reading of an ordinance, the 1st reading will occur on Tuesday, September 12, 2017 at 6:00 p.m.; followed by the 2<sup>nd</sup> reading and adoption of the ordinance to occur on Tuesday, September 26, 2017. Both readings and considerations of the ordinance will occur at City Hall, Council Chambers, 701 Main Street, Kerrville, Texas”.**



## **Agenda Item:**

7A. Ordinance No. 2017-17, adopting the annual budget for the City of Kerrville, Texas, fiscal year 2018; providing appropriations for each city department and fund; containing a cumulative clause; and containing a savings and severability clause. (staff)

The Water and Sewer Fund will add of a Water Operator position due to 24 hour water system monitoring and maintenance and include a contribution to the comprehensive plan. There is not a proposed water or sewer rate increase in FY2018.

The Proposed FY2018 Budget was filed on July 31, 2017 with the City Secretary and copies are available for public viewing at City Hall, City Secretary's office, 701 Main Street, Kerrville, Texas, the Butt-Holdsworth Memorial Library, 505 Water Street, Kerrville, Texas or on the City's website, <http://www.kerrvilletx.gov>.

Notice of Public Hearing on Proposed FY2018 Budget was published in Kerrville Daily Times, weekend edition, August 12-13, 2017, Hill Country Community Journal, Wednesday, August 16, 2017, and on city's website.

A public hearing of the Proposed FY2018 Budget was held Tuesday, August 22, 2017, at 6:00 p.m., City Hall Council Chambers, 701 Main Street, Kerrville, Texas.

First reading of Ordinance No. 2017-17 to adopt the Proposed FY2018 Budget will be held Tuesday, September 12, 2017.

Second reading of Ordinance No. 2017-17 to adopt the Proposed FY2018 Budget will held Tuesday, September 26, 2017.

The Approved FY2018 Budget will be effective October 1, 2017.

### **RECOMMENDED ACTIONS**

Staff recommends approval of Ordinance NO. 2017-17 by record vote on first reading to adopt the Proposed FY2018 Budget. Should council approve the first reading of Ordinance No. 2017-17 to adopt the Proposed FY2018 Budget by record vote the following motions are also required.

1<sup>st</sup> motion: “ **Motion to approve Ordinance No. 2017-17 to adopt the City’s budget for fiscal year 2018 on 1<sup>st</sup> reading**”.

Record Vote – roll call by City Secretary

2<sup>nd</sup> motion: “**Motion ratifying vote to adopt the budget that will require raising more revenue from property taxes than the previous fiscal year**”.

Record vote – roll call by City Secretary

## **Agenda Item:**

7B. Ordinance No. 2017-18, levying an ad valorem tax for the use and the support of the municipal government for the City of Kerrville, Texas, for the fiscal year 2018; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. (staff)

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

**SUBJECT:** First Reading of Ordinance No. 2017-18 - Ad Valorem Tax Rate for 2017 tax year and fiscal year FY2018

**FOR AGENDA OF:** September 12, 2017

**DATE SUBMITTED:** August 24, 2017

**SUBMITTED BY:** Sandra Yarbrough  
Director of Finance

**CLEARANCES:** Mark McDaniel  
City Manager

**EXHIBITS:** Ordinance No. 2017-18

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>N/A</b>

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

This is the first reading of Ordinance No. 2017-18 to adopt the ad valorem tax rate for 2017 tax year and fiscal year FY2018 by record vote. The second reading of the ordinance to adopt the ad valorem tax rate for 2017 tax year and fiscal year FY2018 by record vote will be held on Tuesday, September 26, 2017, City Hall, Council Chambers, 701 Main Street, Kerrville, Texas.

At the August 8, 2017 Council meeting, council voted to hold two public hearings to establish the proposed ad valorem tax rate for 2017 at \$0.5625/\$100 value for the FY2018 Budget. This rate exceeds the effective rate as calculated by the Tax Assessor-Collector of \$0.5514 by 2.013%.

Public notice of 2017 tax year proposed property tax rate for City of Kerrville was published on the City of Kerrville website beginning August 9, 2017, published in the Kerrville Daily Times, weekend edition, August 12-13, 2017, and published in the Hill Country Community Journal, Wednesday, August 16, 2017.

The City held two public hearings since the proposed tax rate exceeds the effective tax rate. The public hearings were held Tuesday, August 22, 2017 and Tuesday, September 12, 2017 at City Hall, Council Chambers, 701 Main Street, Kerrville, Texas.

The proposed tax rate will raise more tax revenue from property taxes than last years' tax revenue. The tax rate has two components. The maintenance and operations (M&O) rate

for the general operations of the City is proposed at \$0.4890 and the interest and sinking (I&S) rate for the General Fund's debt service is proposed at \$0.0735. This proposed tax rate is the same tax rate as last year.

Tax levy revenue increase at proposed tax rate of \$0.5625/\$100 is \$365,265, less new property added \$181,815, less debt service portion required \$23,971, leaving a net increase for maintenance and operations of \$159,479.

\$365,265	Tax levy increase		
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\$183,450			
-\$23,971	Debt service required		
\$159,479	Maintenance and operations		

The average residential homestead taxable value of \$193,902 would see a tax increase of approximately \$21.52 at the proposed tax rate of \$0.5625/\$100 compared to the effective tax rate of \$0.5514/\$100.

The proposed additional tax revenue will help fund increased street maintenance by 20%, additional police department and engineering department staffing, merit and other wage adjustments. An estimated reserve fund balance of 26.7% is projected at the close of FY2018 which exceeds the 25% minimum as adopted in the financial management policy.

### **RECOMMENDED ACTION**

Staff recommends approval of Ordinance NO. 2017-18 on first reading to adopt the tax rate of \$0.5625 for the 2017 tax year and fiscal year 2018 by record vote.

Should council approve the proposed tax rate the following motion is required:

**“Motion that Ordinance No. 2017-18 is adopted and that the property tax rate is increased by the adoption of a tax rate of \$0.5625, which is effectively a 2.013% percent increase in the tax rate”.**

Record Vote – roll call by City Secretary

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2017-18**

**AN ORDINANCE LEVYING AN AD VALOREM TAX FOR THE USE AND THE SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF KERRVILLE, TEXAS, FOR THE FISCAL YEAR 2018; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID**

**WHEREAS**, the City Council finds that an ad valorem tax must be levied to provide for current expenses and improvements for the City of Kerrville, Texas, during the fiscal year 2018; and

**WHEREAS**, the City Council further finds that an ad valorem tax must be levied to provide for the payment of principal and interest on outstanding debt maturing in the fiscal year 2018; and

**WHEREAS**, after due deliberation, study, and consideration of the proposed tax rate for the fiscal year 2018, the City Council has determined that adoption of the rate is in the best interest of the taxpayers of the City and it should be adopted in accordance with law;

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

**SECTION ONE.** There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Kerrville, Texas, and to provide interest and sinking funds for the fiscal year 2018, a tax of **\$0.5625** on each one hundred dollars (\$100.00) valuation of all property, real, personal, and mixed, within the corporate limits of the City subject to taxation, for the specific purposes herein set forth:

- (A) For the current expenditures of the City of Kerrville and for the general improvement, use and support of the City and its property, there is hereby levied and ordered to be assessed and collected for the fiscal year 2018 on all property situated within the corporate limits of the City, and not exempt from taxation by a valid law, an ad valorem tax rate of \$0.489 on each one hundred dollars (\$100.00) valuation of such property. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.013% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.**
- (B) For the purpose of paying principal and interest and providing payments into various debt service funds for each issue of tax supported debt, there is hereby



levied and ordered to be assessed and collected for the fiscal year 2018 on all property situated within the corporate limits of the City and not exempt from taxation by a valid law, an ad valorem tax for each issue of debt described in this Section, the sum of such levies being \$0.0735 on each one hundred dollars (\$100.00) valuation of such property.

**SECTION TWO.** The ad valorem taxes levied are due on October 1, 2017, and may be paid up to and including January 31, 2018, without penalty, but if not paid, such taxes are delinquent on February 1, 2018, provided, however, in accordance with Section 31.03(a) of the Texas Tax Code, the ad valorem taxes due hereunder may, at the option of the taxpayer, be paid in two payments without penalty or interest so long as the first payment of one-half of the taxes levied is paid before December 1, 2017, and the remaining one-half is paid before July 1, 2018.

**SECTION THREE.** No discounts are authorized on property tax payments made prior to January 31, 2018.

**SECTION FOUR.** All taxes become a lien upon the property against which assessed, and the designated City tax collector for the City of Kerrville is authorized and empowered to enforce the collection of such taxes according to the Constitution and Laws of the State of Texas and ordinances of the City of Kerrville, and shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty, and interest. All delinquent taxes shall bear interest and other charges from date of delinquency as prescribed by state law.

**THE MEMBERS OF CITY COUNCIL VOTED AS FOLLOWS IN ACCORDANCE WITH THE CITY CHARTER AND STATE LAW:**

**FIRST READING:**

**MOTION TO STATE AS FOLLOWS:** *Motion that Ordinance 2017-18 be adopted and that the property tax rate be increased by the adoption of a tax rate of .5625, which is effectively a 2.013% percent increase in the tax rate.*

City Secretary to take record vote as follows:

	YES	NO
Bonnie White, Mayor	_____	_____
Vincent C. Voelkel, Place 1	_____	_____
George Baroody, Place 2	_____	_____
Mary Ellen Summerlin, Place 3	_____	_____
C. Warren Ferguson, Place 4	_____	_____

PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2017.

THE MEMBERS OF CITY COUNCIL VOTED AS FOLLOWS IN ACCORDANCE WITH THE CITY CHARTER AND STATE LAW:

**SECOND READING:**

**MOTION TO STATE AS FOLLOWS:** *Motion that Ordinance 2017-18 be adopted and that the property tax rate be increased by the adoption of a tax rate of .5625, which is effectively a 2.013% percent increase in the tax rate.*

City Secretary to take record vote as follows:

	YES	NO
Bonnie White, Mayor	_____	_____
Vincent C. Voelkel, Place 1	_____	_____
George Baroody, Place 2	_____	_____
Mary Ellen Summerlin, Place 3	_____	_____
C. Warren Ferguson, Place 4	_____	_____


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

\_\_\_\_\_  
Bonnie White, Mayor

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

## **Agenda Item:**

8A. Termination of the disaster declaration as previously issued by the Mayor and extended by City Council. (staff)

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

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**SUBJECT:** Consider Termination of Declaration of Disaster

**FOR AGENDA OF:** September 12, 2017

**DATE SUBMITTED:** September 8, 2017

**SUBMITTED BY:** Mike Hayes  
City Attorney

**CLEARANCES:**

**EXHIBITS:** Termination of Declaration of Disaster

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

---

<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

---

**SUMMARY STATEMENT**

The Kerrville City Council authorized the Continuation of the Declaration of Disaster at an emergency meeting on August 30, 2017. At this time, the conditions necessitating the Declaration of Disaster have ceased; therefore the Kerrville City Council desires to terminate the declaration.

**RECOMMENDED ACTION**

Approve the Termination of Declaration of Disaster.



## **TERMINATION OF DECLARATION OF DISASTER**

**WHEREAS**, the Mayor for the City of Kerrville, Texas ("Kerrville"), on the 25 of August, 2017, and pursuant to preparation for the landfall and impact of Hurricane Harvey, issued a Declaration of Disaster pursuant to §418.108(a) of the Texas Government Code; and

**WHEREAS**, on the 30 of August, 2017, the City Council authorized the continuation of the Declaration of Disaster to an indefinite date; and

**WHEREAS**, the conditions necessitating the Declaration of Disaster have ceased to exists;

### **NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF KERRVILLE:**

That the local state of disaster declared by the Mayor pursuant to §418.108(a) of the Texas Government Code is terminated.

Pursuant to §418.108(c) of the Texas Government Code, this termination of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

That this proclamation shall take effect immediately from and after its issuance.

**ORDERED** this \_\_\_\_ of \_\_\_\_\_ 2017.

\_\_\_\_\_  
**Bonnie White, Mayor,**  
**pursuant to consent of the City Council.**

## **Agenda Item:**

8B. Professional Services Agreement with Kimley-Horn and Associates, Inc. for development of the new Comprehensive Plan in the amount of \$369,715. (staff)

**SUBJECT:** Approval of a professional services agreement for development of the City of Kerrville New Comprehensive Plan

**SUBMITTED BY:** Sabine Kuenzel  
Exec. Dir. of Development  
Services

**CLEARANCES:** Mark McDaniel  
City Manager

**AGENDA MAILED TO:**

<b>Expenditure Required: \$369,715</b>	<b>Current Balance in Account: \$375,000*</b>	<b>Amount Budgeted: \$375,000*</b>	<b>Account Number: B16-70-15002 (70-7000-3100)</b>
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**PAYMENT TO BE MADE TO: Kimley Horn**  
**REVIEWED BY THE FINANCE DEPARTMENT:**

On August 15, 2017, the City Council interviewed three consulting firms that had submitted proposals in response to a Request for Qualifications (RFQ) for a new Comprehensive Plan. The scope of work for the project includes the full range of Comprehensive Plan services, including a community assessment/inventory, visioning for a 30-year future, associated policy setting, and an implementation strategy.

## RECOMMENDED ACTION

Approve the professional services agreement with Kimley Horn for development of the new City of Kerrville Comprehensive Plan as presented.



**PROFESSIONAL SERVICES AGREEMENT**  
**[FIRM: KIMLEY-HORN AND ASSOCIATES, INC. | PROJECT-**  
**SERVICES: DEVELOPMENT OF NEW COMPREHENSIVE PLAN]**

**THIS AGREEMENT** is entered into the \_\_\_\_ day of September 2017 (“Effective Date”), by and between the **CITY OF KERRVILLE, TEXAS** (“CITY”) and **KIMLEY-HORN AND ASSOCIATES, INC.**, (“CONSULTANT”), and at times, collectively referred to herein as “parties”.

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

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

**NOW, THEREFORE**, the parties agree as follows:

**I. CONSULTANT’S SERVICES**

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

**II. CONSULTANT’S RESPONSIBILITIES**

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

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

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

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

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

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

### **III. CITY'S RESPONSIBILITIES**

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

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

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

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

E. CITY designates Mark McDaniel, City Manager, or designee as its representative authorized to act on its behalf with respect to the Project.

### **IV. PAYMENT**

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Fee Schedule, attached hereto and incorporated herein as **Exhibit B**. The amount will not exceed **\$369,715.00**.

### **V. TIME FOR PERFORMANCE**

A. CONSULTANT shall commence its work immediately upon the parties' execution of this Agreement and proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT, in accordance with the Project Schedule at **Exhibit C**, attached hereto and incorporated herein.

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

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

## **VI. DOCUMENTS**

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

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

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

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

## **VII. TERMINATION**

**A.** CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. In addition, CITY's payment is subject to the

CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Design Documents, invoices, statements, and accounts.

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

### **VIII. INSURANCE**

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

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

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

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

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

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

F. Qualifying Insurance: the insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

## **IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE**

A. CONSULTANT shall protect, indemnify, and hold harmless CITY, its officers, agents, servants, and employees, hereinafter individually and collectively referred to as "Indemnitee(s)", from and against suits, actions, claims, losses, liability, or damage of any character and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages, or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of CONSULTANT, its officers, employees, servants, agents, or subcontractors, or anyone else under CONSULTANT's, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of the Services, or from conditions created by the performance or non-performance of said work, subject to the limitations in Texas Local Government Code Section 271.904. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONSULTANT shall indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

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

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

## **X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION**

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

## **XI. INDEMNIFICATION FOR PERFORMANCE**

CONSULTANT shall defend and indemnify Indemnites against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONSULTANT in performing the Services.

#### **XIV. DEFAULT OF CONSULTANT**

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

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

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

#### **XV. MISCELLANEOUS PROVISIONS**

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

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

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

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

E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or

condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review, approval, or acceptance of, nor payment for any of the Services may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

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

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

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Fee Schedule</b>

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

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

Kimley-Horn and Associates, Inc.  
BY: ERIC Z. SMITH  
ADDRESS: 13455 Noel Road, Two Galleria Office Tower, Suite 700,  
Dallas, TX 75240  
EMAIL: [Eric.Smith@kimley-horn.com](mailto:Eric.Smith@kimley-horn.com)

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

**OWNER**  
**CITY OF KERRVILLE, TEXAS**

BY: \_\_\_\_\_  
MARK L. McDANIEL,  
CITY MANAGER

**CONSULTANT**  
**KIMLEY-HORN AND ASSOCIATES, INC.**

BY:  \_\_\_\_\_  
ERIC Z. SMITH, ASST. SECRETARY



ATTEST:

---

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney

## KERRVILLE COMPREHENSIVE PLAN

### *Final Scope of Services*

9-6-17

## PHASE I – PROJECT INITIATION

### ***Task 1 - Project Initiation and Management***

*1.1 – Project Initiation Meeting (One Meeting)* - The Kimley-Horn Team will conduct a kick-off meeting to discuss our understanding of the project, the project schedule, scope, City and consultant team communication methods, and to receive data from the City of Kerrville as detailed under Task 3. Recommended attendees include City Staff that will ultimately guide the progress, findings, and recommendations in the Plan. The City will provide a meeting location and notify attending Staff of the location and time for the meeting.

*1.2 – Tour* – Immediately following the kick-off meeting, the Kimley-Horn Team will tour key areas and locations in the City of Kerrville with City Staff to gain a deeper understanding of the character, culture, opportunities, and challenges facing the City.

*1.3 – Progress Meetings (up to 14 meetings)* – The Kimley-Horn Team will meet via Skype (an internet application that allows virtual meetings) with key City Staff to discuss project progress, key action items and responsibilities, and project schedule. Kimley-Horn will prepare an agenda and a checklist with action items, responsibilities, and due dates for appropriate team members and will schedule and notify attendees of the meetings via Microsoft Outlook.

### ***Task 2 – Communications / Community Engagement Planning and Project Branding***

Residents, property owners, business leaders, and other stakeholders in Kerrville must be contributors to the update of the Comprehensive Plan if they are to support its vision and the many projects, programs, and investments that will carry it out. The Kimley-Horn Team believes it is essential to establish a message architecture and communications strategy for the project, and to structure a package of community engagement techniques that achieves four objectives: gives stakeholders multiple choices for participation; involves potential participants through timely and engaging communications; assures stakeholders that their input has been heard and considered; and produces results that are useful to the City as the plan is created. The initial step in achieving these objectives is the formulation of a communications / Community Engagement Plan:

*2.1 – Communications / Community Engagement Plan* - The Kimley-Horn Team will develop a detailed plan for overall communications and for the community engagement process for Staff review and approval. The Plan will identify methods for stakeholder identification, pre- and post-meeting communication techniques and tools, a schedule of stakeholder and community engagement meetings, necessary activities in preparation for meetings, and tools and techniques to be utilized during stakeholder and public meetings to facilitate engagement and encourage

feedback. The Communications / Community Engagement Plan will specify the level of resources to be provided for these activities by the Kimley-Horn Team and by the City Staff.

*2.2 – Project Branding and Visual Imagery Development* - The Kimley-Horn Team will partner with CivicBrand to develop a project specific branding strategy to allow for the project to have a consistent and commonly known name and image for project stakeholders. The team will brainstorm with the City on big picture concepts that the brand should accomplish during Task 2 and from that will then develop brand assets including project name, logo, font, colors, image rules, icons and typography for consideration by the Comprehensive Plan Steering Committee (CPSC). Once approved, brand assets will be created including project website, banner stands for public events and meetings, social media graphics, posters, flyers and promotional products. It will be important to finalize this concept early in the project to allow for consistent naming throughout the project. The final project branding could be utilized in project giveaways created by the City for distribution at community events.

## **PHASE II – EXISTING CONDITIONS**

### **Task 3 - Project Background**

*3.1 – Data Gathering / Review* - The Kimley-Horn Team will review existing background data and previous studies for the land within the city limits and the ETJ of Kerrville. This review is intended to provide the Kimley-Horn Team a high-level understanding of existing conditions, opportunities, and constraints in Kerrville. A more in-depth understanding of these elements will be developed during the State of the City meeting at which the Kimley-Horn Team will work closely with City Staff to determine the importance of several data sets and background materials to the overall scope and focus of the Comprehensive Plan. Included in those discussions will be an assessment of the relevance of previous planning studies and reports, policy documents, development proposals, and data sets to this planning effort. The following are materials that will be requested by the Kimley-Horn Team:

- Aerial photographs
- Recent population, employment, and demographic information
- GIS data – may include building footprints, curb lines, street centerlines, parcel data (including tax assessor information), land cover, land use and zoning, transportation, environmental, water bodies, boundaries (city, county, school districts, special districts, etc.), and historic assets (sites, structures, districts, etc.)
- Relevant land use and development data
- Information regarding planned future development
- Existing and planned utility / infrastructure improvements
- Existing and planned transportation improvements, including the most recent traffic counts available, the most recent Transportation / Capital Improvement Program, any relevant

- transportation plans and studies, and any previous parking studies or current plan elements addressing parking
- Existing city plans, studies, and ordinances – Previous Comprehensive Plan, Thoroughfare Plan, Water, Wastewater and Drainage Plans, Parks and Trails Plan, Public Facilities Plans and other relevant documents
- Existing Special District Information (such as TIRZ and PID)

#### **Task 4 – Economic / Market Analysis**

The Kimley-Horn Team will gather additional data from existing sources to inform development of the Comprehensive Plan and offer an understanding of opportunities and constraints related to investment. Specific information to be gathered and / or reviewed by the Kimley-Horn Team includes:

*4.1 – Socioeconomic Information* - The Kimley-Horn Team will identify opportunities for the Kerrville market that allow for consideration of the “place” Kerrville has in the local sub-regional market, while providing the client team with a technical and analytical base of information from which to direct plan decisions and advance strategic initiatives. Specifically, we will build upon the City’s existing demographic data and any other studies prepared for the City and / or Kerrville Economic Development Corporation, and will collect psychographic and market data related to: population, household, age, ethnicity and income characteristics; consumer spending; taxable revenue; visitor and convention information; and, select economic values. Trends, both historical and future, will be identified and inputs used to inform stakeholder decisions and model the impacts of various growth scenarios.

*4.2 – Market Profile* – The Kimley-Horn Team will prepare a market profile of the Study Area explaining historic trends in the indicators identified above. Using conclusions drawn from completion of Task 4.1, the Team will review the data in light of what is meaningful to various investor audiences including lenders, developers, business and land owners, and community promoters.

*4.3 – Supply and Demand Analysis* – Building upon studies prepared for the City and the Kerrville Economic Development Corporation, the Kimley-Horn Team will analyze:

- Development activity by land use (supply and demand)
- Delivery system characteristics (e.g., property owner, developer, investor expectations)
- Anticipated trends in product types
- Financing and investment markets which support development of specific residential product types, inform opportunities for building on existing retail / service strengths and commercial clusters, influence traffic-generating anchor districts, and make the best use of land, buildings, and public services.

## **Task 5 – Mapping**

*5.1 – Base Mapping* –the Kimley-Horn Team will prepare a project base map and PowerPoint templates that will be used to create future presentations, existing conditions maps, and scenarios for future growth in Kerrville.

*5.2 – Existing Conditions Mapping* – Based upon existing, readily available GIS data (to be provided and maintained by the City), the Kimley-Horn Team will prepare existing conditions exhibits of the following elements for use in public meetings and presentations:

- Existing Vacant Land
- Existing Land Use
- Existing Transportation Systems
- Existing Utility Infrastructure (Water, Wastewater, Drainage)
- Existing Tree Coverage
- Existing Topography / Slopes
- Existing Floodplain Areas
- Existing and Planned Parks and Open Space
- Existing and Planned Public Facilities
- Existing Parcel Sizes (Kerr Central Appraisal District)
- Existing Parcel Ownership (Kerr Central Appraisal District)

## **Task 6 – Stakeholder Input Session**

*6.1 – City Staff Work Session (One Full Day)* – Using the synthesis of knowledge gained during completion of previous tasks, the Kimley-Horn Team will conduct a facilitated work session with City Staff to develop a set of criteria by which key community assets will be classified as those that will remain, those that will be enhanced, and those that will be subject to detailed review as strategic opportunity areas. Criteria will include fiscal considerations, potential social impacts, capital investments required, and other factors that may be identified during the discussion. The Team will also work with City Staff to identify a preliminary set of strategic issues and preliminary development directions for strategic opportunity areas within the City based upon the analyses conducted in the previous tasks. The information developed in this meeting will form the basis for initial engagement of the community and key stakeholders.

The City Staff Work Session will be held in a facility arranged by the City, and City Staff will be responsible for notifying City participants. The Kimley-Horn Team will develop the agenda for the meeting, prepare necessary materials, and facilitate the discussions with meeting participants.

*6.2 - Key Individual Interviews (up to 14)* – The Kimley-Horn Team will prepare for and conduct two rounds of interviews and small group discussions with key individuals (to be identified by the City). The interview team will use a set of questions as a starting point and then use follow-up questions to probe for more detailed responses. The team will develop the interview questions and distribute them to City Staff for review and comment prior to meeting with the



participants. The City will contact interviewees to schedule and confirm meeting times and provide private meeting rooms for the interviews.

### PHASE III – COMMUNITY-WIDE VISION

#### Task 7 – Community Engagement

*7.1 – Engagement through Community Events* – The Comprehensive Plan should be informed by the perspectives and ideas of people who aren't typically involved in planning projects. The Kimley-Horn Team and City Staff will identify opportunities to involve these people through outreach at City events and festivals and at the regular meetings of partner organizations. The Kimley-Horn Team will prepare up to two rounds of materials for use at different points in the planning process by City Staff, CPSC members, or other groups interested in facilitating input into the process. These opportunities could include materials for pop-up meetings and presentations to local organizations that would be facilitated by other groups (City Staff, Chamber, CPSC). The specific events and type of engagement activities to be initiated at each one will be detailed in the Communications / Community Engagement Plan.

*7.2 – Web-Based Engagement* – The web and other online tools are increasingly important forms of communication. For this project, web-based engagement will be designed and hosted by the Kimley-Horn Team to make information available more broadly (to anyone who chooses to go online), more conveniently (whenever someone is online or connected), and with more flexibility (by using a variety of online and social networking tools). The Kimley-Horn Team will design the tools so that City Staff can use them in making them a part of the day-to-day management of the project. The final components of the web strategy will be determined in consultation with the City and included in the Community Engagement Plan. These tools and techniques could include:

- **Website.** A custom project website designed and hosted by CivicBrand would convey general project information such as meeting dates, background information, and contact information. It will also provide a means for obtaining public input and serve as the main portal for videos, presentations, workshop information, and downloadable reports. Stakeholders would be able to sign up for notifications so they can be updated when new survey questions, news posts and survey results are posted.
- **Facebook** ([www.facebook.com](http://www.facebook.com)), **LinkedIn** ([www.linkedin.com](http://www.linkedin.com)) **Twitter** ([www.twitter.com](http://www.twitter.com)) and **Instagram** ([www.instagram.com](http://www.instagram.com)). People who follow updates on social networking sites are more involved in the project's process and can also share information with their social networks. A project social channels could consist of updates about the progress of the plan, exhibits, polling questions, videos, and comments. The community will have an open venue to discuss the project and share insights on its progress. The project team will be able to gauge the public's responses to various issues and address concerns promptly.

- **Online Surveys** - We will invite participants to share their views through an online survey (or series of surveys) they can access whenever they choose. These surveys supplement meeting discussions because they allow input from people who either can't participate in the larger meeting sessions or choose not to. Surveys can also be used to secure follow-up input and feedback about the results of community meetings. They could be accessed through a link on a website (for input by the general public) or through a link in an email (when the survey is designed for a particular group, like the Steering Committee). The Kimley-Horn Team may also use online surveys for input on issues for which keypad polling is used in the community charrette. The survey results could be presented as part of the memos on the open house and charrette as well as posted on the project website.
- **mySidewalk** ([www.mysidewalk.com](http://www.mysidewalk.com)). An online platform for participant dialogue that supplements SurveyMonkey. With mySidewalk (formerly MindMixer), participants can engage with a dialogue among themselves, as well as respond to information posted by the Kimley-Horn Team. Announcements of events and activities could also be shared through mySidewalk.

*7.3 – Public Newsletters (up to four (4) newsletters)* - The Kimley-Horn Team will prepare newsletter outlines and develop text and images for up to four newsletters. These newsletters will be intended to inform the community with an overview of the project purpose and process, opportunities for engagement, and highlights of key components under development that will be of interest to the community. The consultant team will provide draft materials for City review and comment, and develop final articles based on that comment. The City will be responsible for coordinating publication and distribution of the materials.

*7.4 – Comprehensive Plan Steering Committee (CPSC) Meetings (up to eight (8) meetings)* – The Comprehensive Plan Steering Committee (CPSC) will serve as a review, input, and directional body for the Comprehensive Plan throughout the planning process, with the initial meeting to occur during Task 2. The Kimley-Horn Team will meet with the CPSC at key points during the process to present topical background materials for the Committee, discuss critical issues related to the development of the Comprehensive Plan, and obtain feedback and direction from the Committee. The City will be responsible for providing a venue for the Committee meetings and notifying Committee members of meeting dates and times. The Kimley-Horn Team will provide agendas and materials for facilitated discussion at each meeting. The following meetings and focus areas for each are anticipated:

*7.4.1 – Comprehensive Plan Steering Committee (CPSC) Meeting #1* – This kickoff meeting of the CPSC will focus on the overall project process and schedule, initial project branding ideas, the Community Engagement Plan recommendations and a facilitated discussion related to strategic direction for the Comprehensive Plan that will form future discussion topics related to the Vision and Guiding Principles for the plan.



*7.4.2 – Comprehensive Plan Steering Committee (CPSC) Meeting #2* – After the Phase II - State of the City evaluation, the Kimley-Horn Team will meet with the CPSC to discuss initial stakeholder feedback, baseline data, the community profile, existing physical and market conditions, and recommended next steps in the planning process. Feedback received in this meeting will be utilized in formulating final discussion topics and materials for the Community-Wide Vision Workshop.

*7.4.3 – Comprehensive Plan Steering Committee (CPSC) Meeting #3* – After the Community Charrette (Task 8.2), the Kimley-Horn Team will meet with the CPSC to discuss key findings of the workshop (including alternative scenarios, Vision statements and Guiding Principles from each table discussion), recommended next steps in the planning process, and receive direction related to three Alternative Scenarios for further development and evaluation as to the implications of each scenario. This meeting will also result in the formation of CPSC Sub-committees that will provide specific input to various plan elements.

*7.4.4 – Comprehensive Plan Steering Committee (CPSC) Meeting #4* – The Kimley-Horn Team will meet with the CPSC to review the three Alternative Scenarios, discuss the measures to be evaluated related to each scenario (based upon sub-committee discussions), and to receive direction related to final content to be developed for use in the Community / Neighborhood Open Houses.

*7.4.5 – Comprehensive Plan Steering Committee (CPSC) Meeting #5* – After the Community / Neighborhood Open Houses, the Kimley-Horn Team will meet with the CPSC to discuss key findings of the Open Houses, to confirm recommended next steps in the planning process, and to receive direction related to the preferred aspects of the alternative scenarios for development into a Draft Preferred Land Use Plan and Draft Plan Elements.

*7.4.6 – Comprehensive Plan Steering Committee (CPSC) Meeting #6* – The Kimley-Horn Team will meet with the CPSC to review and discuss the Draft Preferred Plan Land Use Plan, overall policy direction related to each Comprehensive Plan Element, and an outline of a proposed framework for the Implementation Strategy. Input received at this meeting will be used by the Consultant Team to formulate the final plan components and Draft Implementation Strategy.

*7.4.7 – Comprehensive Plan Steering Committee (CPSC) Meeting #7* – The Kimley-Horn Team will meet with the CPSC to review and discuss the final Comprehensive Plan components and Draft Implementation Strategy. Feedback received at this meeting will be utilized to make final refinements to the plan components, and for incorporation into a Draft Comprehensive Plan Report.

*7.4.8 – Comprehensive Plan Steering Committee (CPSC) Meeting #8 (If Needed)* – The Kimley-Horn Team will present the updated Comprehensive Plan Components and draft report to

the CPSC for final comments and formal recommendation. The Kimley-Horn Team will incorporate any additional comments from the Committee into the final Comprehensive Plan prior to presentation to the Planning & Zoning Commission.

#### **Task 8 – Community Engagement Event #1 – Community Retreat**

*8.1 – Community Retreat Preparation* – The Kimley-Horn Team will plan the specific agenda, format and activities related to the Community Retreat, prepare background presentations and meeting exhibits, and prepare the tools to be used during the Retreat, including GIS tools for analyzing scenarios, keypad polling, visual image preferences, and interactive small group exercises. All materials and activities will be closely coordinated with City Staff, and vetted with the CPSC prior to public presentation.

*8.2 – Community Retreat – Alternative Future Scenarios* - A Community Retreat will be scheduled at a key point during the planning process. The meeting will be advertised on the City / project website, through email messaging and social media, and other available City channels, such as flyers at public buildings, inserts in utility bills, and messaging through Councilmember blogs. The City will also be responsible for securing a venue for the event and the Kimley-Horn Team will be responsible for all meeting content. Outreach, invitations, and announcements about the Community Charrette will be distributed according to the roles defined in the Community Engagement Plan. Participation by Kerrville ISD students could be incorporated in this session, if desired.

The Retreat will secure stakeholder ideas that will ultimately shape the Plan Vision. The participants will be engaged using several techniques, including utilizing chips or stickers to allocate development types to areas of the City, colored markers to discuss future development densities, image boards to examine future building types and urban design characteristics, and keypad polling to determine preferences on a range of concepts.

The outcome from the Retreat will be multiple scenarios and potential vision statements developed in small group discussions related to each group's aspirations for the future of Kerrville, community input related to issues and priorities to further Comprehensive Plan policy and strategy discussions, and specific feedback related to topical discussions that will provide strategic direction to the Comprehensive Plan elements.

*8.3 – Community Retreat Results* – Results from the Community Retreat will be documented in presentation materials and incorporated into web-based applications that will allow the public to weigh-in on the future vision for Kerrville. The results materials will include:

- Presentations summarizing key retreat conclusions
- Results of the keypad polling conducted during the retreat
- Alternative future scenarios as described above with broad brush implications and reactions from participants

- Draft statements of the Vision and overall Guiding Principles that will inform the Comprehensive Plan and its detailed elements

#### **Task 9 – Community Engagement Event #2 – Community Open Houses**

*9.1 – Community Open Houses (two (2) meetings)* – The Kimley-Horn Team will facilitate Community Open Houses within the various parts of Kerrville to present alternative future scenarios, and receive feedback related to a Preferred Scenario and subsequent Comprehensive Plan components. Taking the process to the community in this way will broaden community participation and confirm the consistency of each component with the Vision developed by the stakeholders in the Community Charrette. Outreach, invitations, and announcements about the Open Houses will be distributed according to the roles defined in the Community Engagement Plan. The City will be responsible for identifying and securing a venue for the Open House events.

The Kimley-Horn Team will be responsible for all meeting content and will facilitate and manage the Open House sessions. The meetings will be conducted in an open house format to obtain the maximum amount of input from participants. Information will be presented and feedback will be gathered through interactive small group discussions, written comment forms, map “stations”, and general workshop discussion. To further facilitate the discussion, the Kimley-Horn Team will develop, execute, and analyze the results of electronic keypad polling sessions.

*9.2 – Open House Results* – Results from the Community Open Houses will be documented in presentation materials and incorporated into web-based applications to allow interested individuals to weigh-in on the future Vision for Kerrville. The resulting materials will include:

- Feedback from specific questions asked at each station related to the specific direction for a preferred Comprehensive Plan scenario
- Results of keypad polling conducted during the open house
- Overall conclusions drawn from the Open House discussions related to next steps

### **PHASE IV – VISION FRAMEWORK**

#### **Task 10 – Alternative Scenarios**

*10.1 – Scenario Building* - Building upon direction received from the CPSC in meeting #3, the Kimley-Horn Team will prepare three Alternative Scenarios for future development in Kerrville. Specific indicators will be prepared for each scenario as a way of measuring the implications of each. The scenarios will be vetted with the community through the Community Open Houses, on-line feedback, pop-up meetings, and input at community events. The results will be compared and the best elements from each alternative will be identified for potential incorporation into the draft Comprehensive Plan components

#### **Task 11 – Draft Comprehensive Plan Components**

The Kimley-Horn Team intends to work with the City to develop a comprehensive document that includes each of the following elements, presented in an integrated fashion. The City may wish to consider each of these components in the context of “assets” of the City of Kerrville and “services” that they provide to the community. The Kimley-Horn Team will prepare a draft plan outline and draft individual sections for Steering Committee input and Staff review and comments.

*11.1 – Land Use* – The Kimley-Horn Team will develop the Land Use Strategy to align with the preferred Vision scenario identified in the Community Charrette. The team will develop a Future Land Use Plan, document any changes or additions to land use categories to accommodate the Vision, update the anticipated population growth and capacity, and develop land use policies. Kerrville’s recent experience with rapid growth indicates a need to carefully consider:

- The best use of the remaining undeveloped land
- Appropriate locations for various types, densities, and patterns of development
- Adequate public facilities (water and wastewater service, public safety facilities, schools, libraries, parks) that are available in advance of, or in conjunction with, new construction

At a city-wide level, this component will outline future development strategies and identify new policies and implementation steps aimed at further protecting the health, safety, welfare, and quality of life for existing and future residents, businesses, and visitors. At a district level, this component will also establish a high-level vision and development direction for special planning areas that will build upon the strategic assets in the community as identified throughout the planning process

*11.2 – Economic Development* – The Economic Development Strategy will focus on the range of policies and actions that serve to strengthen the community’s business and visitor climate. It will assess all aspects of the community that serve to advance or deter the City’s economic development objectives and speak to both greenfield conditions and redevelopment. The Economic Development Strategy will address opportunities related to non-residential land uses, such as retail, office, industrial, hotel/lodging, and entertainment. Housing will also be discussed within this component since the future housing mix needs to be consistent with the jobs base. Discussion will also focus on workforce training and education in order to provide strategies for providing a workforce in the community that is aligned with available jobs.

The Kimley-Horn Team will also evaluate the Land Use Plan from a fiscal impact perspective. This evaluation will consider the development of various anticipated land uses and their impact(s) on the City budget (revenues and expenditures). Factors that will inform the analysis include:

- Development timing, absorption, value and density
- Desired City levels of service
- Budgetary constraints or shortfalls

- Other fiscal factors, as identified

The Fiscal Analysis represents the community's "return on investment" and will ensure that the Land Use Plan has the potential to achieve fiscal balance.

*11.3 – Community / Neighborhood Character / Placemaking* – The Kimley-Horn Team will prepare the Community / Neighborhood Character / Placemaking component to align with the preferred Vision, and will prepare livability principles to align with the most current thinking related to placemaking, good community design, and resiliency. The Team will also prepare livability policies to address any new development types that are identified in the Comprehensive Plan and suggest modifications to existing policies as necessary to better reflect the City's current notions on community design and placemaking. This will include providing new residential and building types linked to amenities that will complement what exists in the City. This component will also establish basic themes / messages related to each of the special districts identified in the land use strategy.

*11.4 – Mobility (Transportation)* - The Mobility component will build upon the existing Master Thoroughfare Plan (MTP) and will add detail related to the specific transportation elements such as thoroughfare planning, multi-modal street design, and pedestrian and bicycle integration. The Kimley-Horn Team will refine existing policies and determine new Guiding Principles through public involvement to help guide the Transportation Plan through the Comprehensive Plan Update. The Kimley-Horn Team's actions regarding the Thoroughfare Plan may include:

- Evaluate Kerr County's mobility plan projects within, adjacent to, and connecting to Kerrville
- Conduct a planning level feasibility evaluation of the City's MTP, including recommended alignments and connectivity to serve future growth
- Incorporate potential changes to street typologies
- Coordinate with appropriate City Staff to incorporate any modifications to the MTP
- Integrate comments and changes made to new alignments, modifications to existing alignments, and other planned roadway alternatives as described by City Staff

The Team will identify potential multi-modal street corridors that follow context-sensitive design standards to integrate multiple modes of transportation. Possible internal and regional transit connections will be recommended based on the Future Land Use Plan.

*11.5 – Water / Wastewater / Drainage* – The Kimley-Horn Team will evaluate how infrastructure master plans (Water, Wastewater, Drainage) impact future development patterns, density, and other elements. The intent of this section is not to re-state existing plans, but to consider how these plans interact with and influence the goals and objectives of the City, and to provide policy direction (Goals and Guiding Principles) and guidance related to potential updates to those plans to establish the best alignment with the new city-wide Vision.

*11.6 – Public Facilities and Services* – The Kimley-Horn Team will evaluate how Public Facilities and Services for the City (police, fire, library, etc.) are impacted by future development patterns, density, and other elements. The intent of this section is not to re-state existing plans, but to consider how these plans interact with and influence the goals and objectives of the City, and to provide policy direction (Goals and Guiding Principles) and guidance related to potential updates to those plans to establish the best alignment with the new city-wide Vision.

*11.7 – River Corridor / Parks / Open Space* - Based upon the Preferred Land Use vision for the community, the Kimley-Horn Team will identify opportunities for future development to be better integrated with the river corridor and open space, establish policy direction (Goals and Guiding Principles) and make recommendations for incorporation into the Park and Open Space Plan.

*11.8 – Downtown Revitalization* - The Kimley-Horn team will conduct an evaluation of the downtown area to identify potential strategies for revitalization and will incorporate these strategies into the Comprehensive Plan. This task will add focus on the vision for Downtown to ensure that the vision is aligned with the Comprehensive Plan vision so that it can be incorporated into the plan components and implementation strategies.

*11.9 – Additional Topics*- Additional Comprehensive Plan topics may be identified based on public and stakeholder feedback. The Kimley-Horn team will establish policy direction (Goals and Guiding Principles) and make recommendations for implementation of the topics through the implementation strategies to be developed in Task 13.

#### **Task 12 – Preferred Comprehensive Plan Components**

*12.1 – Preferred Plan Components* – Based on feedback from the Community Open Houses and final direction from the CPSC, the Kimley-Horn Team will prepare final Comprehensive Plan components that reflect the consensus of the community input for CPSC review and comment. These components, together with comments received from the CPSC, will guide the development of the Implementation Strategies.

### **PHASE V – IMPLEMENTATION**

#### **Task 13 – Implementation**

*13.1 – Implementation Strategies* – Based on feedback from the Draft Comprehensive Plan Elements and final direction received from the CPSC, the Kimley-Horn Team will prepare a matrix that identifies specific short-, medium-, and long-term implementation actions and strategies, responsible parties, supporting parties, timeframes, and potential funding sources for the goals associated with each Plan element, along with recommendations related to additional studies that should be undertaken by the City. Comprehensive Plan Goals will be prioritized relative to



local resources (time, money, manpower) and desired outcomes. Certain actions will need to be identified as early implementation steps since they take longer to come to fruition (i.e., require legislative reform) or because they must be completed prior to the start of other strategies. In addition, certain goals may need to be advanced during a specific timeframe to avoid missing a market opportunity. Finally, the Goals will need to be flexible enough to respond to certain strategic initiatives that might present themselves (i.e., private investment in a catalyst area).

*13.2 – Comprehensive Plan Documentation* - The Kimley-Horn Team will create a Final Comprehensive Plan document incorporating Staff and Steering Committee input. The plan will be prepared utilizing Adobe InDesign and an interactive web version, GIS shape files, InDesign, and pdf files will be provided to the City as final deliverables, per city specifications and subject to Staff review and approval. Kimley-Horn will provide the files to the City upon completion of the project.

## **PHASE VI – ADOPTION**

### **Task 14 - Comprehensive Plan Adoption**

*14.1– Planning & Zoning Commission Recommendation (one (1) meeting)* – The Kimley-Horn Team will present the Comprehensive Plan Elements to the Kerrville Planning & Zoning Commission in a public hearing for community and Commission comment. The Kimley-Horn Team will incorporate any additional Commission comments into the Final Draft Comprehensive Plan prior to presentation to the City Council.

*14.2– City Council Adoption (one (1) meeting)* – The Kimley-Horn Team will present the Final Draft Comprehensive Plan to the Kerrville City Council at a public hearing for consideration for adoption. Any subsequent changes by the Kerrville City Council will be incorporated into the Final Comprehensive Plan document.



Kerrville Comprehensive Plan - The Kimley-Horn Team Final Fee Schedule - 9-1-17											Kimley-Horn and Associates											Prologue Planning Services						Ricker-Cunningham						CivicBrand								
Staff Categories		Project Manager / Planner (MLB)	Senior Planner (IM)	Transportation Planner (DB)	Planner (WM)	Engineer (JW, AA)	Senior Engineer (JF)	Admin	Labor	Expenses	KHA	Principal	Associate	Labor	Expenses	PPS	Principal	Associate	Labor	Expenses	R-C	Strategy / Leadership	Creative	Content / Marketing	Labor	Expenses	CB	Labor	Expenses	TEAM												
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8.2 Community Retreat - Alternative Future Scenarios																																										
8.3 Community Retreat Results																																										
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**Kerrville Comprehensive Plan**  
***Project Schedule - 9-1-17***

Month		Sep			Oct			Nov			Dec			Jan			Feb			Mar			Apr			May			Jun			Jul			Aug															
Work Week Beginning (Shading Indicates Weeks with Holidays)		11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13
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Task 11	Draft Comprehensive Plan Components																																																	
11.1	Land Use																																																	
11.2	Economic Development																																																	
11.3	Community / Neighborhood Character / Placemaking																																																	
11.4	Mobility (Transportation)																																																	
11.5	Water / Wastewater / Drainage																																																	
11.6	Public Facilities and Services																																																	
11.7	River Corridor / Open Space																																																	
11.8	Downtown Revitalization																																																	
11.9	Additional Topics																																																	
Task 12	Preferred Comprehensive Plan Components																																																	
12.1	Preferred Plan Components																																																	
PHASE V - IMPLEMENTATION																																																		
Task 13	Implementation Plan																																																	
13.1	Implementation Strategies																																																	
13.2	Comprehensive Plan Documentation																																																	
PHASE VI - ADOPTION																																																		
Task 14	Comprehensive Plan Adoption																																																	
14.1	Planning and Zoning Commission Recommendation																																																	
14.2	City Commission Adoption																																																	

## **Agenda Item:**

8C. Revisions to applications for boards and commissions. (Councilmembers Summerlin and Ferguson)

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

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**SUBJECT:** Revisions to applications for City of Kerrville Boards and Commissions

**FOR AGENDA OF:** 09/12/2017

**DATE SUBMITTED:** 08/31/2017

**SUBMITTED BY:** Councilmembers  
Warren Ferguson and  
Mary Ellen Summerlin

**CLEARANCES:**

**EXHIBITS:** Board Applications

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number: N/A</b>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

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**SUMMARY STATEMENT**

Councilmember Ferguson and Councilmember Summerlin reviewed the application for City of Kerrville Boards and Commissions, as requested by City Council at their regular meeting held on June 13, 2017. Councilmembers Ferguson and Summerlin are proposing two separate applications be required: 1) a generic application, and 2) an application specific to the board or commission for which the person is applying. The applications were created, and approved by both Councilmember Ferguson and Councilmember Summerlin.

**RECOMMENDED ACTION**

Councilmembers Ferguson and Summerlin recommend approval of the proposed board applications.





City of Kerrville  
701 Main Street  
Kerrville, Texas 78028  
(830) 257-8000

## Application for Consideration of Appointment

The Public Information Act (PIA) may allow for public review of this application upon request.

☐ New Application

☐ Re-appointment Application

Name of Board or Committee: \_\_\_\_\_

### Personal Information

☐ Mr. ☐ Dr. ☐ Ms. ☐ Mrs. ☐ Other \_\_\_\_\_

Name: Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

Address: \_\_\_\_\_

Mailing Address: (if different) \_\_\_\_\_

Phone No. \_\_\_\_\_ (home) \_\_\_\_\_ (business)

Fax No. \_\_\_\_\_ (home) \_\_\_\_\_ (business)

E-MAIL Address: \_\_\_\_\_

Are you a qualified voter in the city of Kerrville? ☐ Yes ☐ No Do you live inside the city limits of Kerrville? \* ☐ Yes ☐ No How Long? \_\_\_\_\_

### Employment

Employer: (Name/Address) \_\_\_\_\_

Occupation: \_\_\_\_\_

Business Address: Street \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

To the best of your knowledge, are you employed by, or a member of, any entity (business or non-profit) with proposals, programs, requests, businesses, applications, licenses or any other matters which may come before a board or commission for review, funding, support, or approval during the next two years? ☐ Yes ☐ No

If yes, please list the name of entity and interest: \_\_\_\_\_

### Education and Experience

List most advanced degree received: \_\_\_\_\_

School: \_\_\_\_\_ Year: \_\_\_\_\_

Volunteer Experience/Community Service: \_\_\_\_\_

Please specify membership on any other governmental body in another jurisdiction:

Have you been a member of a City of Kerrville commission, board or committee? ☐ Yes ☐ No

If yes, please specify:

Board/Commission: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

Board/Commission: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

Please specify membership on any other governmental body in another jurisdiction:

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Have you attended a board or commission meeting in the past 12 months? ☐ Yes ☐ No

If yes, please specify: \_\_\_\_\_

Do you have any comments about your experience while serving?

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Describe ways in which you have contributed to your community.

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What do you hope to accomplish by serving?

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Please provide any additional information you believe would be useful in considering your application.

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#### **Certification**

I am not employed by the City of Kerrville. If appointed, I will notify the City of Kerrville of any changes in my residence or business, or of any other relevant changes that would affect my appointment. I will also notify the City if any potential conflicts of interest arise. I recognize that my appointment requires my regular attendance and participation at all scheduled meetings, failure to do so may result in my removal. I am willing to make this commitment of time and effort. I hereby certify that all information in this application is complete, truthful, and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*Some boards/commissions/committees require members to reside within the City limits.

Please return completed form to the City Secretary's office for processing, 701 Main Street; 257-8000. Your application will be kept on file for 12 months.

NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act.



**City of Kerrville**  
**701 Main Street**  
**Kerrville, Texas 78028**  
**(830) 257-8000**

## **Application for Consideration of Appointment Building Board of Adjustment & Appeal**

The Public Information Act (PIA) may allow for public review of this application upon request.

Qualifications for the Building Board of Adjustment and Appeals:

Members shall be composed of the following:

- i. an architect licensed to practice in the state;
- ii. a professional engineer licensed to practice in the state;
- iii. a master electrician licensed to practice in the state;
- iv. an unrestricted master plumber licensed to practice in the state;
- v. a mechanical contractor with a Class A state license;
- vi. a person licensed by the city as a contractor;
- vii. a person that is active in the construction industry, provided, however, if the City Council determines that there is no architect or professional engineer available to serve on the board, then Council shall select a second person meeting this description to serve.

Alternate board members shall attend all meetings and are subject to the attendance requirement applicable to the board; however, alternate members shall serve only in the absence of one or more regular members and shall then act as a regular member for that entire meeting. Members and alternates shall be a resident of the County; however, no two (2) members, regular or alternate, may be employed by or have an ownership in the same business or firm.

Powers and Duties:

1. To hear appeals of decisions and interpretations of the chief building official and fire code official and to consider variances to the standardized building codes as more specifically described in Sec. 26-251 of Ordinance No. 2010-15. No appeal may arise out of the City's issuance of citation for violation of any of the standardized building codes as the procedure for the consideration and decision regarding citations is solely under the purview and authority of the Municipal Court. In addition, the board shall have no authority to waive, and is prohibited from waiving, any requirement of the standardized building codes; and
2. Recommend amendments to this chapter; any standardized building code adopted by the City Council; or any other code, application, or process applicable to the City's review, application, interpretation, and enforcement of the standardized building codes with the goal toward addressing any deficiencies, voids, inconsistencies, inefficiencies, or technical errors; and
3. To hear appeals, issue orders, and fulfill other duties pursuant to the authority established in Article VII of this Chapter for unsafe building abatement.

Term of Office: Two years

Number of Members: Seven members and two alternates

Meeting Time & Place: At least quarterly at the call of the chair, at City Hall

Established by: Ordinance Nos. 2010-15 and 2010-26; Revised by Ordinance No. 2017-09

To the best of your knowledge, are you employed by, or a member of, any entity (business or non-profit)



with proposals, programs, requests, businesses, applications, licenses or any other matters which may come before this board for review, funding, support, or approval during the next two years?☐Yes ☐No  
If yes, list entity and interest: \_\_\_\_\_

What experiences qualify you to serve on the Building Board of Adjustment & Appeals?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In your opinion, what are the three most pressing issues facing the Building Board of Adjustment & Appeals?

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

What do you hope to accomplish by serving?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide any additional information you believe would be useful in considering your application.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certification**

I am not employed by the City of Kerrville. If appointed, I will notify the City of Kerrville of any changes in my residence or business, or of any other relevant changes that would affect my appointment. I will also notify the City if any potential conflicts of interest arise. I recognize that my appointment requires my regular attendance and participation at all scheduled meetings, failure to do so may result in my removal. I am willing to make this commitment of time and effort. I hereby certify that all information in this application is complete, truthful, and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act.



City of Kerrville  
701 Main Street  
Kerrville, Texas 78028  
(830) 257-8000

## Application for Consideration of Appointment Economic Improvement Corporation

The Public Information Act (PIA) may allow for public review of this application upon request.

Qualifications for the Economic Improvement Corporation:

Resident of the City and at least three directors must be persons who are not employees, officers or members of the governing body of the City.

Purpose:

Benefitting and accomplishing public purposes of the City permitted by Section 4B of the Act, including, but not limited to, the promotion and development of industrial and manufacturing enterprises to promote and encourage employment and the public welfare, and financing the acquisition, construction and/or equipping, and/or the maintenance and operating costs of any "Project" (as defined in Section 4B of the Act)

Term of Office: Two years, maximum of two consecutive terms

Number of Members: Seven

Meeting Time & Place: Every third Monday, 4:00 p.m., City Council Chambers

Established by: Resolution No. 1995-112, amended by Resolution Nos. 1999-184; 032-2009

Have you attended an Economic Improvement Corporation meeting in the past 12 months? ☐ Yes ☐ No

If yes, please specify: \_\_\_\_\_

What experiences qualify you to serve on the Economic Improvement Corporation?

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In your opinion, what are the three most pressing issues facing the City of Kerrville Economic Improvement Corporation?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

What do you hope to accomplish by serving?

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Describe ways in which you have contributed to your community.

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Please provide any additional information you believe would be useful in considering your application.

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**Certification**

I am not employed by the City of Kerrville. If appointed, I will notify the City of Kerrville of any changes in my residence or business, or of any other relevant changes that would affect my appointment. I will also notify the City if any potential conflicts of interest arise. I recognize that my appointment requires my regular attendance and participation at all scheduled meetings, failure to do so may result in my removal. I am willing to make this commitment of time and effort. I hereby certify that all information in this application is complete, truthful, and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act.



City of Kerrville  
701 Main Street  
Kerrville, Texas 78028  
(830) 257-8000

**Application for Consideration of Appointment Food Service Advisory Board**

The Public Information Act (PIA) may allow for public review of this application upon request.

**Qualifications for the Food Service Advisory Board:**

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

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

**Term of Office:** Two years, maximum of two consecutive terms

**Number of Members:** Seven

**Meeting Time & Place:** Quarterly, third Tuesday, 3:00 p.m., Development Services Office

**Established by:** Ordinance 1989-30; amended by Ordinance 1994-11

**Code of Ordinances:** Chapter 58 – Article II – Section 58-34

Have you attended a Food Service Advisory Board meeting in the past 12 months? ☐ Yes ☐ No

What interests you about the Food Service Advisory Board?

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What experiences qualify you to serve on the Food Service Advisory Board?

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In your opinion, what are the three most pressing issues facing the Food Service Advisory Board?

1. 

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2. 

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3. 

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What do you hope to accomplish by serving?

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Please provide any additional information you believe would be useful in considering your application.

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**Certification**

I am not employed by the City of Kerrville. If appointed, I will notify the City of Kerrville of any changes in my residence or business, or of any other relevant changes that would affect my appointment. I will also notify the City if any potential conflicts of interest arise. I recognize that my appointment requires my regular attendance and participation at all scheduled meetings, failure to do so may result in my removal. I am willing to make this commitment of time and effort. I hereby certify that all information in this application is complete, truthful, and accurate to the best of my knowledge.

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Signature

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Date

NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act.



City of Kerrville  
701 Main Street  
Kerrville, Texas 78028  
(830) 257-8000

**Application for Consideration of Appointment Parks & Recreation Advisory Board**

The Public Information Act (PIA) may allow for public review of this application upon request.

Qualifications for the Parks & Recreation Advisory Board:

A majority shall be residents of the City of Kerrville, and all shall be residents of Kerr County.

Powers and Duties:

Shall constitute an advisory board to the city council and shall periodically assist city staff in procedural matters. The board shall have authority to hold hearings in the city and to consider and make recommendations to the city council in writing on any and all matters pertaining to the city's parks and recreation system.

Term of Office: Two years, maximum of two consecutive terms

Number of Members: Seven

Meeting Time & Place: Quarterly, third Tuesday, 8:15 a.m., City Hall Upstairs Conference Room

Established by: Ordinance No. 1984-37, amended by Ordinance No. 1987-24; amended by Ordinance 2017-12

Have you attended a Parks & Recreation Advisory Board meeting in the past 12 months? ☐ Yes ☐ No

If yes, please specify: \_\_\_\_\_

What interests you about serving on the Parks & Recreation Advisory Board?

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What experiences qualify you to serve on the Parks & Recreation Advisory Board?

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In your opinion, what are the three most pressing issues facing the Parks & Recreation Advisory Board?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

What do you hope to accomplish by serving?

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Describe ways in which you have contributed to your community.

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Please provide any additional information you believe would be useful in considering your application.

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### **Certification**

I am not employed by the City of Kerrville. If appointed, I will notify the City of Kerrville of any changes in my residence or business, or of any other relevant changes that would affect my appointment. I will also notify the City if any potential conflicts of interest arise. I recognize that my appointment requires my regular attendance and participation at all scheduled meetings, failure to do so may result in my removal. I am willing to make this commitment of time and effort. I hereby certify that all information in this application is complete, truthful, and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act.





**City of Kerrville**  
**701 Main Street**  
**Kerrville, Texas 78028**  
**(830) 257-8000**

### **Application for Consideration of Appointment Planning & Zoning Commission**

The Public Information Act (PIA) may allow for public review of this application upon request.

#### **Qualifications for the Planning & Zoning Commission:**

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.

**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).

Rules and Regulations amended by Resolution 180-2001; Rules Governing Conduct amended by

Resolution 052-2003; Process for Appointment amended by Resolution 007-2006

Have you attended a Planning & Zoning Commission meeting in the past 12 months? ☐ Yes ☐ No

If yes, please specify: \_\_\_\_\_

What interests you about serving on the Planning & Zoning Commission?

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What qualifies you to serve on the Planning & Zoning Commission?

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In your opinion, what are the three most pressing issues facing the Planning & Zoning Commission?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

What do you hope to accomplish by serving?

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Please provide any additional information you believe would be useful in considering your application.

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**Certification**

I am not employed by the City of Kerrville. If appointed, I will notify the City of Kerrville of any changes in my residence or business, or of any other relevant changes that would affect my appointment. I will also notify the City if any potential conflicts of interest arise. I recognize that my appointment requires my regular attendance and participation at all scheduled meetings, failure to do so may result in my removal. I am willing to make this commitment of time and effort. I hereby certify that all information in this application is complete, truthful, and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act.



**City of Kerrville  
701 Main Street  
Kerrville, Texas 78028  
(830) 257-8000**

**Application for Consideration of Appointment Recovery Community Coalition**

The Public Information Act (PIA) may allow for public review of this application upon request.

**Qualifications for the Recovery Community Coalition:**

At least one member from each of the following, but any of which may include more than one member:

- Owner of a male boarding home facility with a valid permit issued by the City;
- Owner of a female boarding home facility with a valid permit issued by the City;
- Member of the recovering community;
- Citizen of Kerrville with interest in these issues;
- Representative of mental health support organizations such as Kerrville State Hospital;
- Representative of Peterson Health;
- Representative of Hill Country HMDD Centers;
- Representative from a residential addiction treatment facility located within Kerr County; and
- Two Councilmembers

**Purpose:**

The purpose of the Coalition is to enhance the opportunities for the recovery community to become fully integrated into the fabric of Kerrville. The Coalition shall work toward considering and identifying strategies and techniques for reducing barriers for the recovery community to be fully integrated into the local community as well as to identify and advocate goals and ideas for enhancing positive relationships by and amongst the recovery community.

**Powers and Duties:**

On an annual basis, or more frequently as deemed proper by the Coalition or City Council, the Coalition should attend and report its conclusions, achievements, ideas, desires, and plans to the City Council. It is recommended that the initial issue with which the Coalition is charged to review is Ordinance No. 2013-06 (Chapter 30, Article I, Code of Ordinances), which addresses the operation of group homes and boarding home facilities operating within the City.

**Term of Office:** Two years, maximum of two consecutive terms

**Number of Members:** Fifteen

**Meeting Time & Place:** Meetings are to be held every other Monday at 4:00 p.m., but at least once each calendar quarter in the upstairs conference room at City Hall

**Established by:** Resolution No. 26-2016

**What experiences qualify you to serve on the Recovery Community Coalition?**

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In your opinion, what are the three most pressing issues facing the Reuse Community Coalition?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

What do you hope to accomplish by serving?

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Describe ways in which you have contributed to your community.

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Please provide any additional information you believe would be useful in considering your application.

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### **Certification**

I am not employed by the City of Kerrville. If appointed, I will notify the City of Kerrville of any changes in my residence or business, or of any other relevant changes that would affect my appointment. I will also notify the City if any potential conflicts of interest arise. I recognize that my appointment requires my regular attendance and participation at all scheduled meetings, failure to do so may result in my removal. I am willing to make this commitment of time and effort. I hereby certify that all information in this application is complete, truthful, and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act.

Recovery Community Coalition Applicants Only – Select applicable stakeholder group you represent:

1. ☐ Owner of a male boarding home facility with valid permit issued by the City;
2. ☐ Owner of a female boarding home facility with a valid permit issued by the City;
3. ☐ Member of the recovery community;
4. ☐ Representative of Young Persons in Recovery or similar organization;
5. ☐ Citizen of Kerrville with interest in the issue;
6. ☐ Representative of mental health support organizations such as the Kerrville State Hospital;
7. ☐ Representative of Peterson Health;
8. ☐ Representative of Hill Country MHDD Centers;
9. ☐ Representative of a residential addiction treatment facility located within Kerr County.





**City of Kerrville**  
**701 Main Street**  
**Kerrville, Texas 78028**  
**(830) 257-8000**

**Application for Consideration of Appointment Zoning Board of Adjustment**

The Public Information Act (PIA) may allow for public review of this application upon request.

**Qualifications for the Zoning Board of Adjustment:**

The board shall be composed of five members all of whom shall be residents and qualified voters of the City of Kerrville.

**Alternate Members:** Two alternate members will be appointed who shall be qualified voters of the City to serve concurrent terms as the regular members. The alternate members will serve on the board in place of an absent member when requested to do so by the chairperson of the board, so that all cases to be heard by the board shall always be heard by a minimum of four members.

**Powers and Duties:**

1. The board shall hear and decide an appeal that alleges an error in any order, decision, or determination made by an administrative official of the City in the interpretation or enforcement of Chapter 211 of the Texas Local Government Code, as amended, or the zoning code.

2. The board shall grant, upon written request, variances from the height, yard area, coverage, floor-to-area, and buffering regulations and required number of parking and loading spaces prescribed by the zoning code, which variances are not contrary to the public interest, and which, because of special conditions, a literal enforcement of the ordinance would result in unnecessary hardship.

**Term of Office:** Two years, maximum of three consecutive terms

**Number of Members:** Five with two alternates

**Meeting Time & Place:** At the call of the chairperson and at such other times as the members of the board shall determine; City Council Chambers, City Hall

**Established by:** Ordinance No. 1997-07

In your opinion, what are the three most pressing issues facing the Zoning Board of Adjustment?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

What do you hope to accomplish by serving?

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Please provide any additional information you believe would be useful in considering your application.

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**Certification**

I am not employed by the City of Kerrville. If appointed, I will notify the City of Kerrville of any changes in my residence or business, or of any other relevant changes that would affect my appointment. I will also notify the City if any potential conflicts of interest arise. I recognize that my appointment requires my regular attendance and participation at all scheduled meetings, failure to do so may result in my removal. I am willing to make this commitment of time and effort. I hereby certify that all information in this application is complete, truthful, and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: When filed at city hall, this will become a public document that may be disclosed per the Texas Public Information Act.

## **Agenda Item:**

8D. Nonexclusive License Agreement between City of Kerrville and Hill Country Youth Soccer Association for use of the Kerrville Sports Complex.  
(staff)

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

**SUBJECT:** Non-exclusive license agreement between the City of Kerrville and Hill Country Youth Soccer Association for use of the Kerrville Sports Complex

**FOR AGENDA OF:** September 12, 2017

**DATE SUBMITTED:** September 1, 2017

**SUBMITTED BY:** Ashlea Boyle  
Director of Parks and Recreation

**CLEARANCES:** E.A. Hoppe  
Deputy City Manager

**EXHIBITS:** License Agreement

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>	<b>Project Number:</b>
<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>		

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

**SUMMARY STATEMENT**

Attached is a non-exclusive license agreement between the City of Kerrville and the Hill Country Youth Soccer Association (HCYSA) for soccer use at the Kerrville Sports Complex on Holdsworth Drive. This agreement is expected to accommodate the spring 2018 HCYSA soccer season, and will become effective on January 1, 2018. HCYSA is currently playing, and will continue to play, at the fields located on Landfill Road until the Sports Complex is ready for playability. When the new Sports Complex opens, HCYSA intends to play weekend games at the new fields, and continue to practice during the week at the Landfill Rd. fields. The term will expire on September 30, 2018 with one-year automatic renewals for up to five years. Thereafter, the parties may agree to enter into another agreement. HCYSA shall pay the City a fee of \$1,000 per month for the HCYSA designated season months and \$500 per month for "non-season" months if the fields are utilized. Under this agreement, the City will provide the maintenance and operations of the fields to include mowing, irrigation, goals, striping, utility bills, etc. HCYSA has reviewed this agreement and it has been negotiated between both parties.

**RECOMMENDED ACTION**

City staff recommends approval of the non-exclusive license agreement with Hill Country Youth Soccer Association as presented.

**NONEXCLUSIVE LICENSE AGREEMENT  
BETWEEN CITY OF KERRVILLE AND  
HILL COUNTRY YOUTH SOCCER ASSOCIATION FOR  
USE OF THE KERRVILLE SPORTS COMPLEX**

This Nonexclusive License Agreement ("License") is made and entered into by and between the **CITY OF KERRVILLE, TEXAS** ("City"), and **HILL COUNTRY YOUTH SOCCER ASSOCIATION** ("HCYSA"), designated as Region 528 by and under the American Youth Soccer Association.

**1. Grant of Nonexclusive License.** In consideration of and subject to the terms, provisions, and covenants of this License, City hereby grants to HCYSA a nonexclusive license to use that part of the Kerrville Sports Complex dedicated to soccer activities and which is generally located on the southern side and along Holdsworth Drive within the City of Kerrville, Texas. Specifically, City grants this nonexclusive license to HCYSA for its use of areas to include the soccer fields, parking lot, concession area, meeting room, and restrooms, such areas to be collectively referred to herein as the "Licensed Premises". A map of the Licensed Premises is attached hereto and made part of this License as **Exhibit A**. HCYSA's use of the Licensed Premises is nonexclusive and limited by Section 4, below, such that the City will authorize other persons and organizations to use the Licensed Premises at times and/or in ways that will not conflict with HCYSA's use.

**2. Term.** The term of this License shall begin on January 1, 2018, and terminate on September 30, 2018 ("Initial Term"). This License will renew annually for 1-year terms (Oct 1 – Sept. 30) subject to earlier termination as provided herein and limited to five such 1-year term renewals. Thereafter, the parties may agree to enter into another License or similar agreement.

**3. Termination.** City and HCYSA shall each have the right, with or without cause and at any time, to terminate the License upon not less than 180 days' prior written notice to the nonterminating party. However, in no such instance may termination occur during the HCYSA Season, as defined in subsection 4.a., below. Upon termination, the parties shall be relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

**4. HCYSA's Use.** HCYSA shall comply with the following:

- a. Subject to subsection 4.c., below, HCYSA may use the Licensed Premises, or an appropriate portion thereof, Saturday and Sunday from 7:00 a.m.-10:00 p.m. during the months of April, May, September, October, and November ("HCYSA Season") unless otherwise agreed to between the parties. HCYSA may use the Licensed Premises for the storage of its property, subject to the conditions below, and incidental purposes during the other months of the year (January, February,

March, June, July, August, and December), such purposes to include meetings, training, and registration. Should HCYSA require additional use and/or access outside of these normal operating times, to include use of any of the fields, HCYSA shall provide at least 48 hours' notice to City and wait for City's approval, such approval not to be unreasonably delayed or withheld.

- b. HCYSA is limited to using the Licensed Premises for soccer related activities, including tryouts, practices, games, camps, clinics, tournaments and for no other purposes, during approved days and times. Should HCYSA wish to hold a tournament at the Licensed Premises during a date not during the HCYSA Season, it must receive written approval from City, as City will need to review the appropriateness of such use, to include issues such as availability, capacity, and conditions of the Licensed Premises. Should City approve a tournament, HCYSA shall keep any revenue derived from this event.
- c. HCYSA acknowledges that City will allow others to use the Licensed Premises during the days and times of HCYSA's use. In an effort to coordinate and facilitate the HCYSA's schedule, HCYSA shall submit its proposed use schedule to the City on or before March 1 of each year. HCYSA shall include all known and scheduled activities, to include registration, clinics, practices, games, and any other contemplated activities or events. As part of this process, HCYSA agrees to attend coordination meetings that the City will schedule in March and August of each year. The parties will work in a cooperative manner to schedule such meeting at a mutually convenient time. City will provide notice to HCYSA of the time, date, and place of such meetings at least 2 weeks prior to the meeting date. At each meeting, HCYSA should be prepared to discuss and/or do the following:
  - i. provide current list of officers and officials, if changes will/have occurred;
  - ii. provide league format information and information to address field set-up;
  - iii. provide days and times of scheduled game and non-game use; and
  - iv. discuss any maintenance or safety issues.
- d. HCYSA shall not use any property beyond the Licensed Premises.
- e. HCYSA shall institute all reasonable measures as are necessary to ensure that its officials, representatives, players, members, volunteers, spectators, guests, invitees, and agents (collectively referred to herein as "HCYSA Users") remain within the Licensed Premises at all times during HCYSA's use. Such measures should include adding these instructions to its literature, forms, and periodically reminding its coaches, referees, and other officials of this provision as a way to help ensure safety.

- f. HCYSA shall inspect the Licensed Premises, in particular the fields, prior to each use to ensure that they are safe for all intended uses.
- g. HCYSA shall adopt rules that it shall give to HCYSA Users and take all steps to ensure that HCYSA Users use appropriate safety equipment during play.
- h. HCYSA shall periodically inspect the goals and netting as necessary but no less than once before the start of each game or practice session to ensure that they are and will remain securely anchored and safe for use.
- i. HCYSA shall ensure that HCYSA Users and activities are adequately supervised by an appropriate number of its adult officials and representatives at all times during HCYSA Season.
- j. HCYSA shall take all reasonable action to ensure that all rules, regulations, and ordinances adopted by City that are applicable to the Licensed Premises are followed, to include prohibiting smoking, alcohol, or pets on the Licensed Premises by HCYSA Users. City shall provide HCYSA with a written copy of the rules, regulations, and ordinances that HCYSA shall address.
- k. HCYSA shall take reasonable measures to ensure that HCYSA Users abide by all traffic and parking signs. Such measures should include adding these instructions to its literature, forms, and periodically reminding its coaches, referees, and other officials of this provision as a way to help ensure safety.
- l. HCYSA shall clean and maintain in sanitary conditions the concession area, meeting room, and storage areas after each use by HCYSA Users. Cleaning shall include emptying trash cans, sweeping floors, and cleaning sinks and countertops. HCYSA shall use its own cleaning supplies for this purpose.
- m. HCYSA shall pick-up trash within the Licensed Premises at the end of its practices and games.
- n. HCYSA shall place all trash that it collects in the City provided dumpster as located on the Licensed Premises.
- o. HCYSA shall turn off all lights and lock the doors to the concession area, meeting room, and storage areas when leaving the Licensed Premises.
- p. HCYSA acknowledges that its use of the License Premises for the storage of its property and supplies is at its sole risk and it is solely responsible for any loss or theft.



- q. HCYSA shall not install, place, or use any sign on the Licensed Premises without the prior written consent of the City. City's consent shall be subject to the City's sign regulations.
- r. HCYSA shall not alter the irrigation systems and shall report problems with such system to City as soon as possible.
- s. HCYSA shall provide both a primary and secondary point of contact to the City, to include name, telephone number(s), and email address. City will only communicate through these contacts with respect to the License.
- t. HCYSA shall not operate, nor allow the operation by HCYSA Users, any motor vehicles on the soccer fields, areas adjacent to the soccer fields, or beyond paved areas without prior written consent of the City. HCYSA may use a golf cart(s) on the Licensed Premises, including the soccer fields and grassy areas. Prior to any such use, HCYSA shall meet with City to understand the locations of City equipment located on or under the fields, such as irrigation heads and valve boxes. HCYSA shall be solely responsible to pay for any damage or repairs caused by this use.
- u. HCYSA shall not move anchored goals.
- v. HCYSA shall remove all perishable food items from the concession area, storage areas, and pantry and thoroughly clean refrigerators and freezers at the end of the HCYSA Season.
- w. HCYSA shall immediately report any maintenance issues or defective equipment to the City.
- x. City shall provide HCYSA's point of contacts with keys to those areas of the Licensed Premises that have locks. These keys shall not be shared or duplicated and any loss by HCYSA which results in the City needing to re-key any part of the Licensed Premises will be charged to HCYSA.
- y. HCYSA shall pick up and store corner flags at the end of each use.
- z. HCYSA shall not store items or property which may include private information or has significant value at the Licensed Premises, such as electronics, cash, or anything in excess of a nominal value. HCYSA assumes total risk for any loss, theft, or destruction of its property stored on the Premises.

- aa. All vendors that HCYSA seeks to use the Licensed Premises must receive prior written approval of City, such approval to be conditioned upon City's permitting process and regulations.
- bb. HCYSA shall refrain from any activity in relation to and use of the Licensed Premises that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or any other protected class in accordance with federal and state laws.

**5. City's Responsibilities.** City shall perform the following services:

- a. City shall provide all competition goals, nets, corner flags, and player benches. Goals shall be a size that is age appropriate for the players using a particular field, and shall follow size recommendations as presented by AYSO and/or the U.S. Soccer Federation for that age group.
- b. City shall provide all field maintenance and custodial services unless otherwise designated in this License.
- c. City will provide the equipment which HCYSA may use in the concession stand, including the following: one refrigerator, one upright freezer, one ice machine, and one microwave. City will provide tables and chairs for the meeting room.
- d. City is not responsible for security or providing traffic control on the Licensed Premises.
- e. City shall provide notice to HCYSA's point of contact where the Licensed Premises are closed due to inclement weather or where any portion thereof is deemed unsafe or unusable such that HCYSA's use would be effected. City shall use its best effort to provide HCYSA as much notice as possible.
- f. City's point of contact to HCYSA is the Sports Complex Manager. Where such person is unavailable, HCYSA may contact the Sports Complex Supervisor. City shall provide HCYSA with contact information for both.

**6. Insurance.** HCYSA shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. City must approve the policy prior to the HCYSA's use of the Licensed Premises. The policy shall be in the amount of \$500,000.00 per person and \$1,000,000.00 per occurrence and shall cover the Licensed Premises during HCYSA's use of the Licensed Premises. Upon execution of this License, HCYSA shall provide City with a copy of the insurance policy showing the premium prepaid for the Initial Term. In the event HCYSA fails to maintain the insurance coverage, the License shall terminate

without notice from City to HCYSA. The public liability and casualty insurance policy must name City as an "additional insured" and include a waiver of subrogation provision in favor of City. The policy and any renewal certificate must provide that City be notified 30 days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify City is not sufficient. HCYSA shall provide renewal certificates to City at least 10 days prior to each expiration date. The policies must remain in effect for the entire term of this License and any renewals.

7. **Alterations and Improvements.** HCYSA shall not make any alterations, additions, or improvements to the Licensed Premises, to include placement of bleachers or benches or the planting of any trees or plants. HCYSA may move benches within the area of each particular field.

8. **City Access.** City shall maintain its access to the Licensed Premises at all times for any purpose.

9. **Termination for Safety Violation or Unlawful Use.** HCYSA shall not use or occupy nor permit HCYSA Users to use or occupy the Licensed Premises for any unlawful purpose. HCYSA shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having any jurisdiction thereof relating to the use, condition, or occupancy of the Licensed Premises. Notwithstanding any other provision of this License, any violation of this provision, or a gross violation of any safety-related provision herein, shall entitle the City to immediately terminate this License.

10. **Limitation/Elimination of Use.** City has the authority to limit or eliminate any and all use as a result of its reasonable concerns for field conditions, safety of participants, or preservation of fields. Such limits or restrictions may be the result of drought conditions which has resulted in water restrictions.

11. **Waiver.** HCYSA shall require each participant or their parent or legal guardian to sign a Waiver of Liability/Hold Harmless Agreement prior to use of the Licensed Premises. The agreement is attached as **Exhibit B**. HCYSA shall retain each completed and signed agreements as a part of its permanent records and make these available to City upon request.

12. **INDEMNIFICATION.** **HCYSA SHALL INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION, IN ANY MANNER ARISING OUT OF OR RESULTING FROM THE USE BY HCYSA OR HCYSA USERS OF THE LICENSED PREMISES, OR THE EXISTENCE OF HCYSA AND**

**HCYSA'S IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING ANY AND ALL LIABILITY, LOSS, COST, AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY HCYSA USERS.**

13. **Entire Agreement/Amendments.** This License contains the entire agreement between the parties and supersedes all prior written or oral agreements between the parties pertaining to the Licensed Premises. Only an instrument in writing signed by both parties may amend this Agreement.

14. **Assignment or Sublicense.** HCYSA may not assign or sublicense this License or any part of the Licensed Premises without the prior written consent of the City Manager.

15. **Casualty.** In the event of property damage caused by HCYSA or HCYSA User, HCYSA shall immediately notify the City and shall thereafter restore all damaged improvements within 30 days. Within this 30-day period, HCYSA may notify City that such improvements will take longer than this period to which City shall not unreasonably delay or deny approval.

16. **Performance by City.** If HCYSA fails to perform any of its obligations, City may, at its option and following notice to HCYSA, which shall include an estimate all costs and expenses, perform any such obligation. Thereafter, HCYSA shall pay City upon demand all costs and expenses incurred by City.

17. **No Other Relationship.** This License constitutes the entire agreement between City and HCYSA. Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership, or other arrangement between City and HCYSA.

18. **Default.** If either party hereto shall fail to perform any obligation of such party as herein set forth, and such failure shall continue for a period of 10 days after written notice of default, except for HCYSA's insurance obligations above provided, for which no notice or opportunity to cure shall be given, or for safety-related reasons, the party not in default shall have the right, at such party's option, and in addition to any other remedies available at law or in equity, to terminate this License by notice to the party in default. The failure of either party to declare any default immediately upon the occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but such party shall have the right to declare any such default at any time and take such action as might be authorized hereunder or that may be available at laws or in equity.

19. **Notice.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when i) deposited in the United States mail as certified mail, return receipt requested, and addressed to the parties hereto at their respective addresses as set forth below; or ii) sent as email as specified below:

**City:** City of Kerrville, Texas  
**Attention:** City Manager  
**Email:** [mark.mcdaniel@kerrvilletx.gov](mailto:mark.mcdaniel@kerrvilletx.gov)  
City Hall, 701 Main Street  
Kerrville, Texas 78028

**HCYSA:** Hill Country Youth Soccer Association  
P.O. Box 290571  
Kerrville, Texas 78028  
**Email:** [lspeck@kerrvillesoccer.org](mailto:lspeck@kerrvillesoccer.org)

**20. Fees/Payments.** HCYSA shall pay City a fee of \$1,000.00 per month for the HCYSA Season. In addition, HCYSA shall pay City a fee of \$500.00 per month for January, February, March, June, July, August, and December where HCYSA uses the soccer field(s). HCYSA shall deliver each monthly fee to City either on or before the 1st day of each month or as a lump sum payment on or before the beginning of the Initial Term or thereafter, each one-year term.

**21. Warrant of Capacity.** Each individual and entity executing this Agreement hereby represents and warrants that he, she, or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this License to the terms hereof.

**22. Approval Authority.** In this License, wherever an act requires approval by or consent of the City, such approval or consent must be obtained from the City Manager.

**23. Governing Law and Enforcement.** This License shall be governed by the laws of the State of Texas and shall be performable in Kerr County. Venue for any dispute arising between the parties to this License shall be in Kerr County, Texas.

**24. Indemnification.** The parties agree that the Indemnity provisions set forth Section 11 above is conspicuous, and the parties have read and understood the same.

**25. Waiver.** Waiver by either party of any breach of this License, or the failure of either party to enforce any of the provisions of this License, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

**26. Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

27. **Representations.** Each signatory represents this License has been read by the party for which this License is executed and that such party has had an opportunity to confer with its counsel.

28. **Miscellaneous Drafting Provisions.** This License shall be deemed drafted equally by all parties hereto. The language of all parts of this License shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this License are for the convenience of the parties and are not intended to be used in construing this document.

29. **Sovereign Immunity.** The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this License.

30. **No Third Party Beneficiaries.** Nothing in this License shall be construed to create any right in any third party not a signatory to this License, and the parties do not intend to create any third party beneficiaries by entering into this License.

Signed and agreed by the authorized representatives of City and HCYSA on the dates indicated below.

**CITY OF KERRVILLE, TEXAS**

**HILL COUNTRY YOUTH SOCCER  
ASSOCIATION**

By: \_\_\_\_\_  
Mark L. McDaniel, City Manager

By: \_\_\_\_\_  
Linda Speck, \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

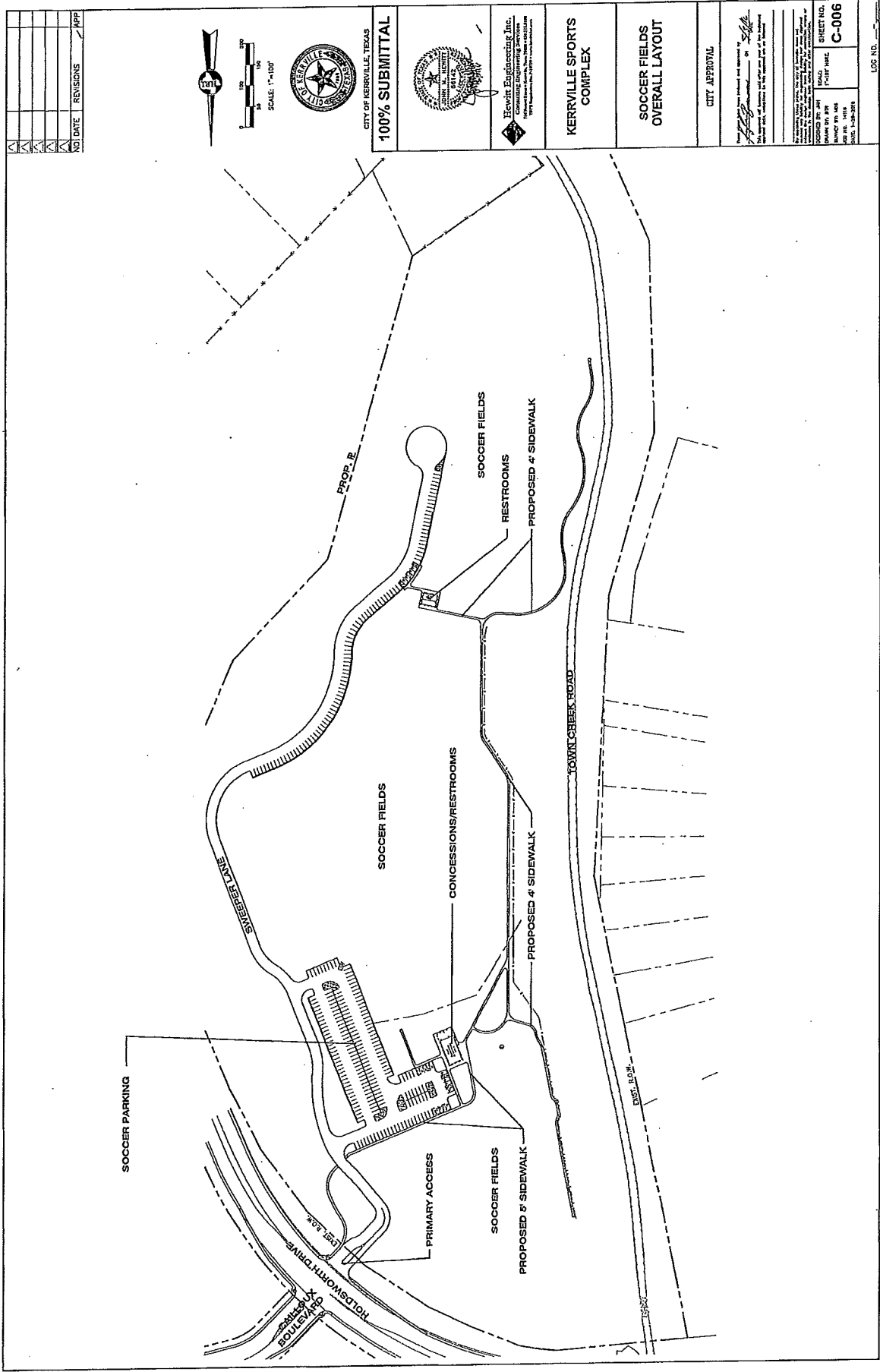
\_\_\_\_\_  
Michael C. Hayes, City Attorney

APPROVED AS TO CONTENT:

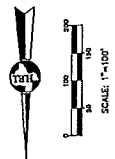
\_\_\_\_\_  
Ashlea Boyle, Director of Parks and Recreation

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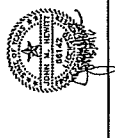




NO.	DATE	REVISIONS	APP.
1			
2			
3			
4			
5			



CITY OF KERRVILLE, TEXAS  
**100% SUBMITTAL**



**Hewitt Engineering Inc.**  
 Consulting Engineering Services  
 1000 West 10th Street, Suite 100  
 Kerrville, Texas 78601-2000  
 Phone: 361-892-1111  
 Fax: 361-892-1112  
 Email: info@hewitteng.com

**KERRVILLE SPORTS  
 COMPLEX**

**SOCCER FIELDS  
 OVERALL LAYOUT**

**CITY APPROVAL**

Approved and sealed for submission to the City of Kerrville, Texas, on this 15th day of May, 2018.  
 David M. Hewitt  
 State of Texas  
 License No. 10487  
 Seal No. 10487

PROJECT NO. 18-001  
 SHEET NO. **C-006**  
 DATE: 05/15/2018  
 DRAWN BY: JPH  
 CHECKED BY: JPH  
 SCALE: AS SHOWN  
 LOG NO. 18-001-006

**EXHIBIT B**

**PARTICIPANT'S WAIVER OF LIABILITY  
Hill Country Youth Soccer Association**

I agree that in consideration of my participation in the Hill Country Youth Soccer Association (HCYSA), to assume all risks associated with my participation in the HCYSA, and on behalf of myself and my heirs, executors, and administrators, I waive all claims against, and **release and hold harmless**, HCYSA, the City of Kerrville, and their officers, agents, and employees from and against any and all claims, damages, liabilities, causes of actions, losses, costs and expenses, including reasonable attorney's fees, arising out of or in connection with my participation in the HCYSA, including without limitation, death, any personal injuries or loss of use of property, which I may incur as a result of my participation in the HCYSA, **including any death, personal injuries or loss of, damage to or loss of property which may be the result of negligence on the part of HCYSA, the City of Kerrville, or their officers, employees, or agents, or arising from any premises defect on the property where HCYSA is conducted.**

I warrant that I am of legal age and that I have read and fully understand the foregoing terms.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Participant Signature \_\_\_\_\_ (if participant is over 18)

Parent / Guardian Signature if participant is under 18 years of age \_\_\_\_\_

Parent / Guardian Name Printed \_\_\_\_\_

Participant Name (printed) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address  
\_\_\_\_\_

City / State / Zip \_\_\_\_\_

## **Agenda Item:**

8E. Nonexclusive License Agreement between City of Kerrville and Hill Country Crush Soccer Academy, Inc. for use of the Kerrville Sports Complex.  
(staff)

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

**SUBJECT:** Non-exclusive license agreement between the City of Kerrville and Hill Country Crush Soccer Academy for use of the Kerrville Sports Complex

**FOR AGENDA OF:** September 12, 2017

**DATE SUBMITTED:** September 1, 2017

**SUBMITTED BY:** Ashlea Boyle  
Director of Parks and Recreation

**CLEARANCES:** E.A. Hoppe  
Deputy City Manager

**EXHIBITS:** License Agreement

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>	<b>Project Number:</b>
<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>		

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

**SUMMARY STATEMENT**

Attached is a non-exclusive license agreement between the City of Kerrville and the Hill Country Crush Soccer Academy (CRUSH) for soccer use at the Kerrville Sports Complex on Holdsworth Drive. This agreement is expected to accommodate the spring 2018 CRUSH soccer season, and will become effective on January 1, 2018. CRUSH is currently playing, and will continue to play, at the fields located on Landfill Road until the Sports Complex is ready for playability. When the new Sports Complex opens, CRUSH intends to play games and practices at the new fields, and may also continue to utilize the Landfill Rd. fields for some degree of practice activity. The term will expire on September 30, 2018 with one-year automatic renewals for up to five years. Thereafter, the parties may agree to enter into another agreement. CRUSH shall pay the City a fee of \$1,000 per month for the CRUSH designated season months and \$500 per month for "non-season" months if the fields are utilized. Under this agreement, the City will provide the maintenance and operations of the fields to include mowing, irrigation, goals, striping, utility bills, etc. CRUSH has reviewed this agreement and it has been negotiated between both parties.

**RECOMMENDED ACTION**

City staff recommends approval of the non-exclusive license agreement with the Hill Country Crush Soccer Academy as presented.

**NONEXCLUSIVE LICENSE AGREEMENT  
BETWEEN CITY OF KERRVILLE AND  
HILL COUNTRY CRUSH SOCCER ACADEMY, INC. FOR  
USE OF THE KERRVILLE SPORTS COMPLEX**

This Nonexclusive License Agreement ("License") is made and entered into by and between the **CITY OF KERRVILLE, TEXAS** ("City"), and **HILL COUNTRY CRUSH SOCCER ACADEMY, INC.** ("HCCSA").

1. **Grant of Nonexclusive License.** In consideration of and subject to the terms, provisions, and covenants of this License, City hereby grants to HCCSA a nonexclusive license to use that part of the Kerrville Sports Complex dedicated to soccer activities and which is generally located on the southern side and along Holdsworth Drive within the City of Kerrville, Texas. Specifically, City grants this nonexclusive license to HCCSA for its use of areas to include the soccer fields, parking lot, concession area, meeting room, and restrooms, such areas to be collectively referred to herein as the "Licensed Premises". A map of the Licensed Premises is attached hereto and made part of this License as **Exhibit A**. HCCSA's use of the Licensed Premises is nonexclusive and limited by Section 4, below, such that the City will authorize other persons and organizations to use the Licensed Premises at times and/or in ways that will not conflict with HCCSA's use.

2. **Term.** The term of this License shall begin on January 1, 2018, and terminate on September 30, 2018 ("Initial Term"). This License will renew annually for 1-year terms (Oct 1 – Sept. 30) subject to earlier termination as provided herein and limited to five such 1-year term renewals. Thereafter, the parties may agree to enter into another License or similar agreement.

3. **Termination.** City and HCCSA shall each have the right, with or without cause and at any time, to terminate the License upon not less than 180 days' prior written notice to the nonterminating party. However, in no such instance may termination occur during the HCCSA Season, as defined in subsection 4.a., below. Upon termination, the parties shall be relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

4. **HCCSA's Use.** HCCSA shall comply with the following:

- a. Subject to subsection 4.c., below, HCCSA may use the Licensed Premises, or an appropriate portion thereof, Monday through Friday from 4:00 p.m.-10:00 p.m. and Saturday and Sunday from 7:00 a.m.-10:00 p.m. during the months of February, March, April, May, August, September, October, and November ("HCCSA Season") unless otherwise agreed to between the parties. Consistent with the same days and times referenced in this section, HCCSA may use the Licensed Premises for the storage of its property, subject to the conditions below, and incidental

purposes during the other months of the year (January, June, July, and December), such purposes to include meetings, training, and registration. Should HCCSA require additional use and/or access outside of these normal operating times, to include use of any of the fields, HCCSA shall provide at least 48 hours' notice to City and wait for City's approval, such approval not to be unreasonably delayed or withheld.

- b. HCCSA is limited to using the Licensed Premises for soccer related activities, including tryouts, practices, games, camps, clinics, tournaments and for no other purposes, during approved days and times. Should HCCSA wish to hold a tournament at the Licensed Premises during a date not during the HCCSA Season, it must receive written approval from City as City will need to review the appropriateness of such use, to include issues such as availability, capacity, and conditions of the Licensed Premises. Should City approve a tournament, HCCSA shall keep any revenue derived from this event.
- c. HCCSA acknowledges that City will allow others to use the Licensed Premises during the days and times of HCCSA's use. In an effort to coordinate and facilitate the HCCSA's schedule, HCCSA shall submit its proposed use schedule to the City on or before March 1 of each year. HCCSA shall include all known and scheduled activities, to include registration, clinics, practices, games, and any other contemplated activities or events. As part of this process, HCCSA agrees to attend coordination meetings that the City will schedule in March and August of each year. The parties will work in a cooperative manner to schedule such meeting at a mutually convenient time. City will provide notice to HCCSA of the time, date, and place of such meetings at least 2 weeks prior to the meeting date. At each meeting, HCCSA should be prepared to discuss and/or do the following:
  - i. provide current list of officers and officials, if changes will/have occurred;
  - ii. provide league format information and information to address field set-up;
  - iii. provide days and times of scheduled game and non-game use; and
  - iv. discuss any maintenance or safety issues.
- d. HCCSA shall not use any property beyond the Licensed Premises.
- e. HCCSA shall institute all reasonable measures as are necessary to ensure that its officials, representatives, players, members, volunteers, spectators, guests, invitees, and agents (collectively referred to herein as "HCCSA Users") remain within the Licensed Premises at all times during HCCSA's use. Such measures should include adding these instructions to its literature, forms, and periodically reminding its coaches, referees, and other officials of this provision as a way to help ensure safety.



- f. HCCSA shall inspect the Licensed Premises, in particular the fields, prior to each use to ensure that they are safe for all intended uses.
- g. HCCSA shall adopt rules that it shall give to HCCSA Users and take all steps to ensure that HCCSA Users use appropriate safety equipment during play.
- h. HCCSA shall periodically inspect the goals and netting as necessary but no less than once before the start of each game or practice session to ensure that they are and will remain securely anchored and safe for use.
- i. HCCSA shall ensure that HCCSA Users and activities are adequately supervised by an appropriate number of its adult officials and representatives at all times during HCCSA Season.
- j. HCCSA shall take all reasonable action to ensure that all rules, regulations, and ordinances adopted by City that are applicable to the Licensed Premises are followed, to include prohibiting smoking, alcohol, or pets on the Licensed Premises by HCCSA Users. City shall provide HCCSA with a written copy of the rules, regulations, and ordinances that HCCSA shall address.
- k. HCCSA shall take reasonable measures to ensure that HCCSA Users abide by all traffic and parking signs. Such measures should include adding these instructions to its literature, forms, and periodically reminding its coaches, referees, and other officials of this provision as a way to help ensure safety.
- l. HCCSA shall clean and maintain in sanitary conditions the concession area, meeting room, and storage areas after each use by HCCSA Users. Cleaning shall include emptying trash cans, sweeping floors, and cleaning sinks and countertops. HCCSA shall use its own cleaning supplies for this purpose.
- m. HCCSA shall pick-up trash within the Licensed Premises at the end of its practices and games.
- n. HCCSA shall place all trash that it collects in the City provided dumpster as located on the Licensed Premises.
- o. HCCSA shall turn off all lights and lock the doors to the concession area, meeting room, and storage areas when leaving the Licensed Premises.
- p. HCCSA acknowledges that its use of the License Premises for the storage of its property and supplies is at its sole risk and it is solely responsible for any loss or theft.

- q. HCCSA shall not install, place, or use any sign on the Licensed Premises without the prior written consent of the City. City's consent shall be subject to the City's sign regulations.
- r. HCCSA shall not alter the irrigation systems and shall report problems with such system to City as soon as possible.
- s. HCCSA shall provide both a primary and secondary point of contact to the City, to include name, telephone number(s), and email address. City will only communicate through these contacts with respect to the License.
- t. HCCSA shall not operate, nor allow the operation by HCCSA Users, any motor vehicles on the soccer fields, areas adjacent to the soccer fields, or beyond paved areas without prior written consent of the City. HCCSA may use a golf cart(s) on the Licensed Premises, including the soccer fields and grassy areas. Prior to any such use, HCCSA shall meet with City to understand the locations of City equipment located on or under the fields, such as irrigation heads and valve boxes. HCCSA shall be solely responsible to pay for any damage or repairs caused by this use.
- u. HCCSA shall not move anchored goals.
- v. HCCSA shall remove all perishable food items from the concession area, storage areas, and pantry and thoroughly clean refrigerators and freezers at the end of the HCCSA Season.
- w. HCCSA shall immediately report any maintenance issues or defective equipment to the City.
- x. City shall provide HCCSA's point of contacts with keys to those areas of the Licensed Premises that have locks. These keys shall not be shared or duplicated and any loss by HCCSA which results in the City needing to re-key any part of the Licensed Premises will be charged to HCCSA.
- y. HCCSA shall pick up and store corner flags at the end of each use.
- z. HCCSA shall not store items or property, which may include private information or has significant value at the Licensed Premises, such as electronics, cash, or anything in excess of a nominal value. HCCSA assumes total risk for any loss, theft, or destruction of its property stored on the Premises.

- aa. All vendors that HCCSA seeks to use the Licensed Premises must receive prior written approval of City, such approval to be conditioned upon City's permitting process and regulations.
- bb. HCCSA shall refrain from any activity in relation to and use of the Licensed Premises that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or any other protected class in accordance with federal and state laws.

**5. City's Responsibilities.** City shall perform the following services:

- a. City shall provide all competition goals, nets, corner flags, and player benches. Goals shall be a size that is age appropriate for the players using a particular field, and shall follow size recommendations as presented by AYSO and/or the U.S. Soccer Federation for that age group.
- b. City shall provide all field maintenance and custodial services unless otherwise designated in this License.
- c. City will provide the equipment, which HCCSA may use in the concession stand, including the following: one refrigerator, one upright freezer, one ice machine, and one microwave. City will provide tables and chairs for the meeting room.
- d. City is not responsible for security or providing traffic control on the Licensed Premises.
- e. City shall provide notice to HCCSA's point of contact where the Licensed Premises are closed due to inclement weather or where any portion thereof is deemed unsafe or unusable such that HCCSA's use would be effected. City shall use its best effort to provide HCCSA as much notice as possible.
- f. City's point of contact to HCCSA is the Sports Complex Manager. Where such person is unavailable, HCCSA may contact the Sports Complex Supervisor. City shall provide HCCSA with contact information for both.

**6. Insurance.** HCCSA shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. City must approve the policy prior to the HCCSA's use of the Licensed Premises. The policy shall be in the amount of \$500,000.00 per person and \$1,000,000.00 per occurrence and shall cover the Licensed Premises during HCCSA's use of the Licensed Premises. Upon execution of this License, HCCSA shall provide City with a copy of the insurance policy showing the premium prepaid for the Initial Term. In the event HCCSA fails to maintain the insurance coverage, the License shall terminate without

notice from City to HCCSA. The public liability and casualty insurance policy must name City as an "additional insured" and include a waiver of subrogation provision in favor of City. The policy and any renewal certificate must provide that City be notified 30 days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify City is not sufficient. HCCSA shall provide renewal certificates to City at least 10 days prior to each expiration date. The policies must remain in effect for the entire term of this License and any renewals.

7. **Alterations and Improvements.** HCCSA shall not make any alterations, additions, or improvements to the Licensed Premises, to include placement of bleachers or benches or the planting of any trees or plants. HCCSA may move benches within the area of each particular field.

8. **City Access.** City shall maintain its access to the Licensed Premises at all times for any purpose.

9. **Termination for Safety Violation or Unlawful Use.** HCCSA shall not use or occupy nor permit HCCSA Users to use or occupy the Licensed Premises for any unlawful purpose. HCCSA shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having any jurisdiction thereof relating to the use, condition, or occupancy of the Licensed Premises. Notwithstanding any other provision of this License, any violation of this provision, or a gross violation of any safety-related provision herein, shall entitle the City to immediately terminate this License.

10. **Limitation/Elimination of Use.** City has the authority to limit or eliminate any and all use as a result of its reasonable concerns for field conditions, safety of participants, or preservation of fields. Such limits or restrictions may be the result of drought conditions which has resulted in water restrictions.

11. **Waiver.** HCCSA shall require each participant or their parent or legal guardian to sign a Waiver of Liability/Hold Harmless Agreement prior to use of the Licensed Premises. The agreement is attached as **Exhibit B**. HCCSA shall retain each completed and signed agreements as a part of its permanent records and make these available to City upon request.

12. **INDEMNIFICATION.** HCCSA SHALL INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION, IN ANY MANNER ARISING OUT OF OR RESULTING FROM THE USE BY HCCSA OR HCCSA USERS OF THE LICENSED PREMISES, OR THE EXISTENCE OF HCCSA AND HCCSA'S

**IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING ANY AND ALL LIABILITY, LOSS, COST, AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY HCCSA USERS.**

13. **Entire Agreement/Amendments.** This License contains the entire agreement between the parties and supersedes all prior written or oral agreements between the parties pertaining to the Licensed Premises. Only an instrument in writing signed by both parties may amend this Agreement.

14. **Assignment or Sublicense.** HCCSA may not assign or sublicense this License or any part of the Licensed Premises without the prior written consent of the City Manager.

15. **Casualty.** In the event of property damage caused by HCCSA or HCCSA User, HCCSA shall immediately notify the City and shall thereafter restore all damaged improvements within 30 days. Within this 30-day period, HCCSA may notify City that such improvements will take longer than this period to which City shall not unreasonably delay or deny approval.

16. **Performance by City.** If HCCSA fails to perform any of its obligations, City may, at its option and following notice to HCCSA, which shall include an estimate all costs and expenses, perform any such obligation. Thereafter, HCCSA shall pay City upon demand all costs and expenses incurred by City.

17. **No Other Relationship.** This License constitutes the entire agreement between City and HCCSA. Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership, or other arrangement between City and HCCSA.

18. **Default.** If either party hereto shall fail to perform any obligation of such party as herein set forth, and such failure shall continue for a period of 10 days after written notice of default, except for HCCSA's insurance obligations above provided, for which no notice or opportunity to cure shall be given, or for safety-related reasons, the party not in default shall have the right, at such party's option, and in addition to any other remedies available at law or in equity, to terminate this License by notice to the party in default. The failure of either party to declare any default immediately upon the occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but such party shall have the right to declare any such default at any time and take such action as might be authorized hereunder or that may be available at laws or in equity.

19. **Notice.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when i) deposited in the United States mail as certified mail, return receipt requested, and addressed to the parties hereto at their respective addresses as set forth below; or ii) sent as email as specified below:

**City:** City of Kerrville, Texas  
Attention: City Manager  
Email: mark.mcdaniel@kerrvilletx.gov  
City Hall: 701 Main Street  
Kerrville, Texas 78028

**HCCSA:** Hill Country Crush Soccer Academy  
P.O. Box 290010  
Kerrville, Texas 78029-0010  
Email: kevan@garrettinsurance.com

**20. Fees/Payments.** HCCSA shall pay City a fee of \$1,000.00 per month for the HCCSA Season. In addition, HCCSA shall pay City a fee of \$500.00 per month for January, June, July, and December where HCCSA uses the soccer field(s). HCCSA shall deliver each monthly fee to City either on or before the 1st day of each month or as a lump sum payment on or before the beginning of the Initial Term or thereafter, each one-year term.

**21. Warrant of Capacity.** Each individual and entity executing this Agreement hereby represents and warrants that he, she, or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this License to the terms hereof.

**22. Approval Authority.** In this License, wherever an act requires approval by or consent of the City, such approval or consent must be obtained from the City Manager.

**23. Governing Law and Enforcement.** This License shall be governed by the laws of the State of Texas and shall be performable in Kerr County. Venue for any dispute arising between the parties to this License shall be in Kerr County, Texas.

**24. Indemnification.** The parties agree that the Indemnity provisions set forth Section 11 above is conspicuous, and the parties have read and understood the same.

**25. Waiver.** Waiver by either party of any breach of this License, or the failure of either party to enforce any of the provisions of this License, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

**26. Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

27. **Representations.** Each signatory represents this License has been read by the party for which this License is executed and that such party has had an opportunity to confer with its counsel.

28. **Miscellaneous Drafting Provisions.** This License shall be deemed drafted equally by all parties hereto. The language of all parts of this License shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this License are for the convenience of the parties and are not intended to be used in construing this document.

29. **Sovereign Immunity.** The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this License.

30. **No Third Party Beneficiaries.** Nothing in this License shall be construed to create any right in any third party not a signatory to this License, and the parties do not intend to create any third party beneficiaries by entering into this License.

Signed and agreed by the authorized representatives of City and HCCSA on the dates indicated below.

**CITY OF KERRVILLE, TEXAS**

**HILL COUNTRY CRUSH SOCCER  
ACADEMY**

By: \_\_\_\_\_  
Mark L. McDaniel, City Manager

By: Kevan Harris  
Kevan Harris, \_\_\_\_\_

Date: \_\_\_\_\_

Date: 9-7-17

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

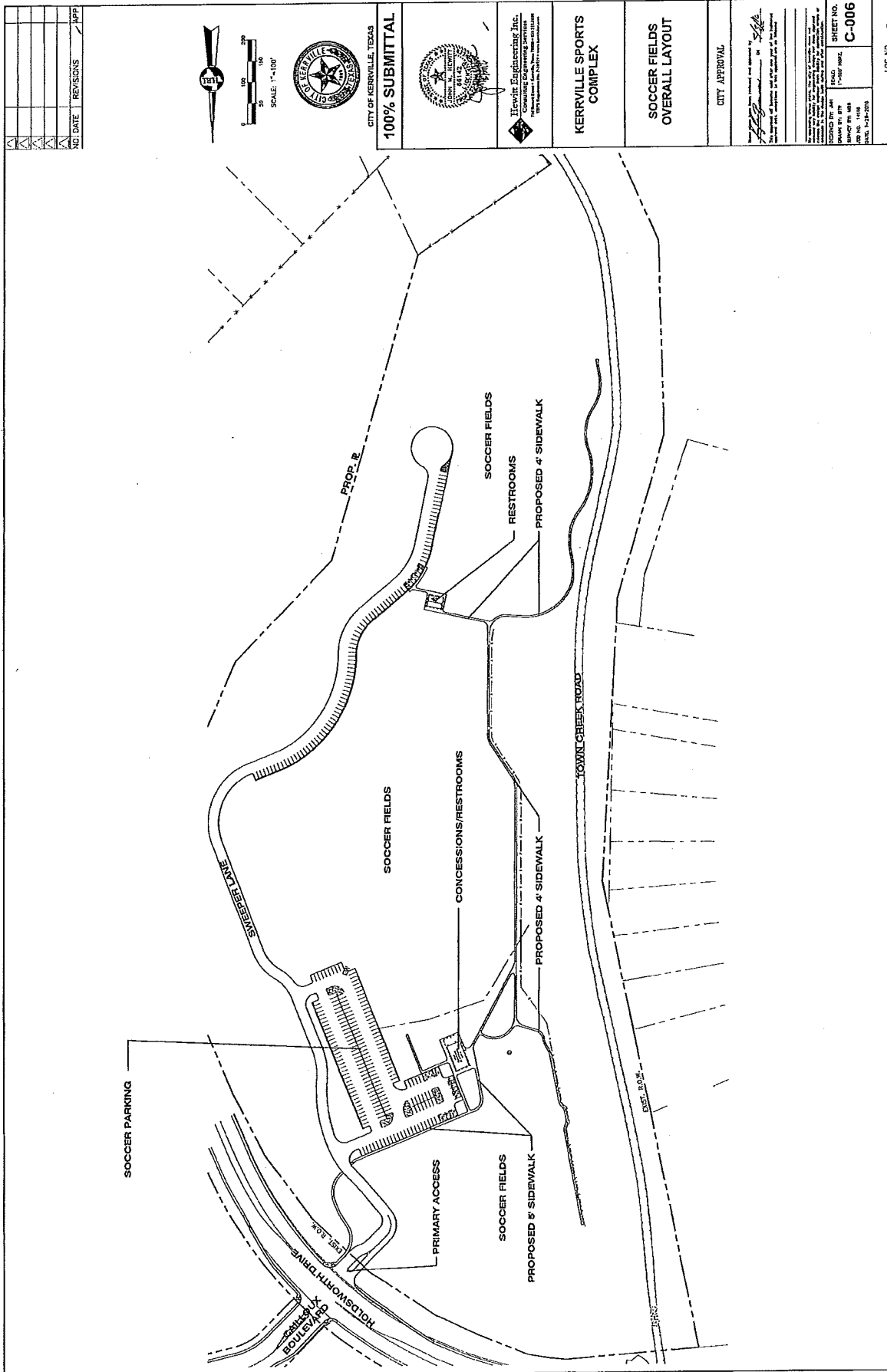
Michael C. Hayes  
Michael C. Hayes, City Attorney

APPROVED AS TO CONTENT:

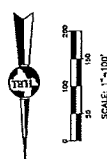
\_\_\_\_\_  
Ashlea Boyle, Director of Parks and Recreation

T:\Legal\PARKS & RECREATION\Kerrville Sports Complex\Soccer\License Agreement\_CRUSH\_090617.docx





NO.	DATE	REVISIONS	APP.
1			
2			
3			
4			
5			



CITY OF KERRVILLE, TEXAS  
100% SUBMITTAL



Hewitt Engineering Inc.  
Civil Engineering Services  
1000 West 10th Street, Suite 100  
Kerrville, Texas 78601  
Phone: (817) 890-1111  
Fax: (817) 890-1112  
Email: info@hewitteng.com

KERRVILLE SPORTS  
COMPLEX

SOCCER FIELDS  
OVERALL LAYOUT

CITY APPROVAL

Drawn by: [Signature]  
Checked by: [Signature]  
Date: 10-28-2018

DESIGNED BY: [Signature]	SHEET NO.
DRAWN BY: [Signature]	C-006
CHECKED BY: [Signature]	
DATE: 10-28-2018	

## EXHIBIT B

### PARTICIPANT'S WAIVER OF LIABILITY Hill Country Crush Soccer Academy

I agree that in consideration of my participation in the Hill Country Crush Soccer Academy (HCCSA), to assume all risks associated with my participation in the HCCSA, and on behalf of myself and my heirs, executors, and administrators, I waive all claims against, and **release and hold harmless**, HCCSA, the City of Kerrville, and their officers, agents, and employees from and against any and all claims, damages, liabilities, causes of actions, losses, costs and expenses, including reasonable attorney's fees, arising out of or in connection with my participation in the HCCSA, including without limitation, death, any personal injuries or loss of use of property, which I may incur as a result of my participation in the HCCSA, **including any death, personal injuries or loss of, damage to or loss of property which may be the result of negligence on the part of HCCSA, the City of Kerrville, or their officers, employees, or agents, or arising from any premises defect on the property where HCCSA is conducted.**

I warrant that I am of legal age and that I have read and fully understand the foregoing terms.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Participant Signature \_\_\_\_\_ (if participant is over 18)

Parent / Guardian Signature if participant is under 18 years of age \_\_\_\_\_

Parent / Guardian Name Printed \_\_\_\_\_

Participant Name (printed) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

## **Agenda Item:**

8F. Direction to City staff regarding a request for the City of Kerrville to abandon and/or convey a portion of Spring Street E right-of-way generally located south of and within the 900 block of Water Street. (staff)

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

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**SUBJECT:** Direction to City staff regarding a request by Mr. Ed Hamilton to convey or abandon a portion of the Spring Street E. right-of-way located on the south side of Water Street from the City of Kerrville

**FOR AGENDA OF:** Sept. 12, 2017      **DATE SUBMITTED:** Sept. 1, 2017

**SUBMITTED BY:** E.A. Hoppe      **CLEARANCES:** Mark McDaniel  
Dep. City Manager      City Manager

**EXHIBITS:** Letter from Mr. Ed Hamilton dated Sept. 1, 2017  
Spring Street E. Street Parcel Map

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

---

<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

---

**SUMMARY STATEMENT**

Attached is a letter from Mr. Ed Hamilton requesting the City abandon and/or convey a portion of the Spring Street E. right-of-way (ROW) located south of Water Street. This is a semi-paved section of the right-of-way which also houses a storm drain that conveys stormwater from Water Street to the Guadalupe River.

The images below show the City's ROW:.



View of Spring Street E. looking north towards Water Street.



View of ROW looking south toward the Guadalupe River.



The next images show the city's stormwater infrastructure.



View of storm pipe looking north from Water Street.



View of drainage infrastructure looking south towards Guadalupe River.

The Spring Street E. ROW is approximately 40 feet wide as measured along the Water Street frontage and approximately 363 to 402 feet deep as measured perpendicular to Water Street. The paved area of the ROW ends just past the driveway into the Schreiner One parking lot. However, a 54" storm drainage pipe is located beneath the pavement. A barricade bifurcates the ROW, with exposed drainage infrastructure continuing to the Guadalupe River bed. The grade of the property begins to drop off significantly just past the drainage system improvements.

In order to abandon and/or convey this property, it must find that it would be in the City's best interests. The southern portion of the property past the barricade is not likely to ever be developed into a street surface, and therefore may not need to continue to be designated ROW. The City Council also has the right to maintain any easements that it deems necessary. It would be important that the City maintain appropriate drainage easements for the conveyance of stormwater to the river plus additional space for their maintenance and/or expansion. This release of the street ROW south of the barricade area would allow for the adjacent property owner to possibly improve the drainage infrastructure and utilize that land area to increase parking. Private improvements, such as additional private parking, could be allowed to cross or be built over the easements.

City staff is researching the ownership history of the property, and the adjacent property is looking at completing title work as well. Depending on if the City acquired the property fee simple, via easement, or by adverse possession will guide the process by which the City can possibly abandon and/or vacate the ROW, if that is the action the City Council chooses to move forward.

### **RECOMMENDED ACTION**

That portion of the Spring Street E. right-of-way located below the barricade and outfall of the drainage pipe and is not usable for street ROW.

City staff requests direction from the City Council on whether it would like to consider the possibility of abandoning and/or conveying a portion of the Spring Street E. right-of-way

pursuant to this request. In the event that the City Council determines it to be in the best interest of the City to abandon and/or convey this property/ROW, City staff recommends that:

1. The City of Kerrville retain ownership of that portion of the ROW north of the barricade, or at least north of the access to the driveways for adjacent property owners;
2. The City of Kerrville maintain a dedicated drainage easement throughout the entirety of the property that accommodates the conveyance of stormwater to the river; and
3. The City of Kerrville allow for private parking improvements to be located across the drainage easement south of the ROW, provided that they do not interfere with the City's use of them for their dedicated purpose(s), and the drainage infrastructure is improved by the private developer at their expense .

# One Schreiner Center

819 Water Street  
Kerrville, Texas 78028

RECEIVED  
SEP - 1 2017

September 1, 2017

RE: Downtown Hotel Project and Use of Spring Street

Mr E. A. Hoppe,

Thank you for your quick response to our request about Spring Street and us using it in our hotel project.

You asked for further information I might have and have attached all that I have.

The large plat shows all our property downtown. It is actually three surveys pieced together and they are not exactly the same scale. The contour lines on part of the property were done from aerial mapping and is not available for the rest of the property but it is similar.

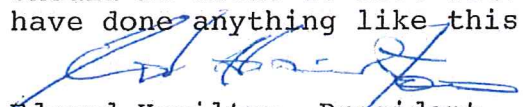
This map and the separate plat I have attached show Spring Street and it is a dedicated street the City owns fee-simple. The 54 inch culvert is under Spring Street and becomes a rip rapped ditch about 200 feet from the river.

You will notice that west of Spring Street (to the left) there is relatively level land between the parking lot and the river. I want to give the developer the option of building parallel to the river and spanning where Spring Street presently is. That would entail them moving the drainage ditch further to the west after it passes the parking lot.

Spring Street serves as the entry to the parking lots on both sides of it and we would continue to need that. I envision the hotel would use that area as its main entrance and not need another curb cut.

The base flood elevation (100 year floodplain) is also depicted on this map as the 1616 foot contour line in red. That elevation is about 12 feet below the high bank.

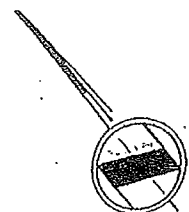
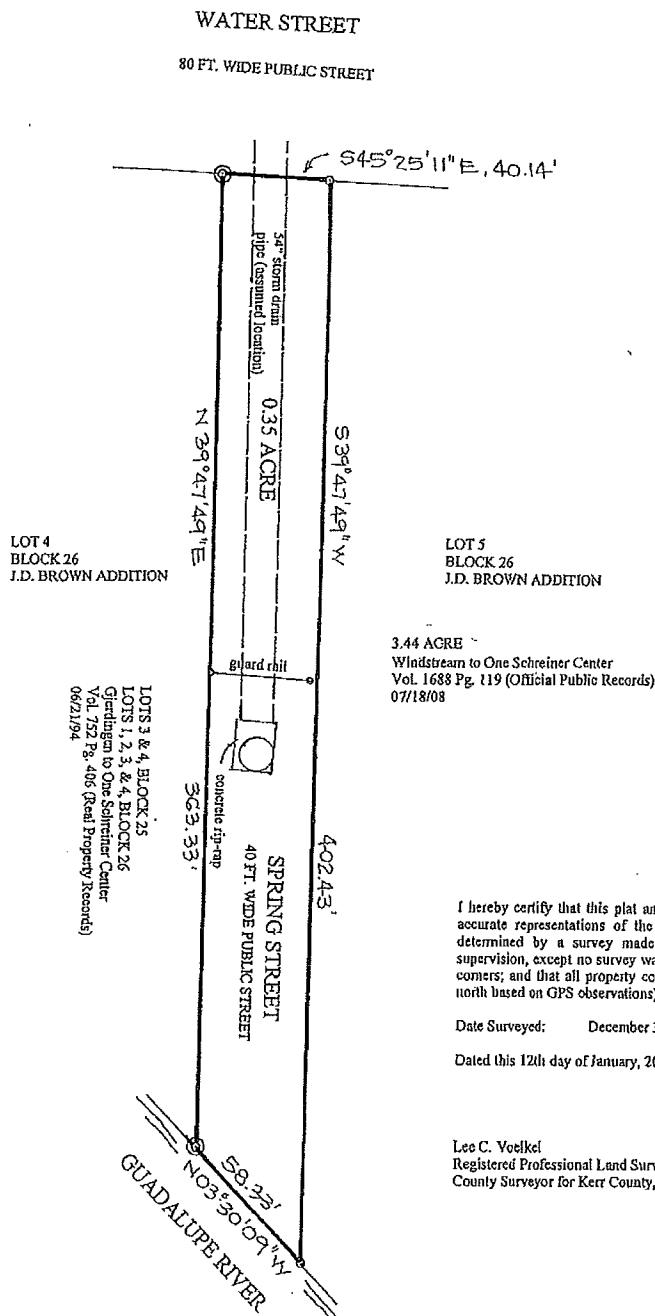
We will be asking for the City to abandon Spring Street and retain an easement for the drainage ditch which I believe should be about 20 feet wide. It's been a long time since I have done anything like this and would appreciate guidance.

  
Edward Hamilton, President  
One Schreiner Centers  
Suite 170, 819 Water St  
Kerrville, Texas 78028 cell 739 0056



Survey of Kerrville street we are asking to be abandon on the west side of property for hotel project.

SURVEY PLAT FOR 0.35 ACRE OF LAND, MORE OR LESS, OUT OF B.F. CAGE SURVEY NO. 116, ABSTRACT NO. 106 IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; COMPRISING ALL OF SPRING STREET, A FORTY (40) FT. WIDE PUBLIC STREET WHICH LIES BETWEEN WATER STREET AND THE GUADALUPE RIVER IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS AS SHOWN ON THE OFFICIAL MAP OF THE CITY OF KERRVILLE IN VOLUME 1 AT PAGE 1 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS



SCALE: 1" = 50'

LEGEND

- found 1/2" iron stake
- ⊙ set 1/2" iron stake

I hereby certify that this plat and accompanying field notes description 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: December 31, 2008

Dated this 12th day of January, 2009

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

## **Agenda Item:**

10A. Building Board of Adjustment and Appeals. (staff)

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

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**SUBJECT:** Appointments to the Building Board of Adjustments and Appeals

**FOR AGENDA OF:** September 12, 2017    **DATE SUBMITTED:** September 6, 2017

**SUBMITTED BY:** Brenda Craig *BC*    **CLEARANCES:** Mark McDaniel  
City Secretary    City Manager

**EXHIBITS:** Board List

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *[Signature]*

---

**SUMMARY STATEMENT**

Consider appointments to the following board:

**Building Board of Adjustment and Appeals:**

Four regular positions, and one alternate position that expired 08/31/2017.

**RECOMMENDED ACTION**

Consider appointments.

## BUILDING BOARD OF ADJUSTMENT AND APPEALS

		<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
i	MICHAEL WALKER 1303 Vesper Drive Architect	895-2724	02-25-14	10-25-16	08-31-17
ii	MOTHERAL, BRUCE 710 Overhill Dr. 812-A Sidney Baker (mailing) Professional Engineer	257-6360 (O) 257-2087 (H)	10-25-16		08-31-17
iii	GARCIA, JORGE 418 Timber Ridge Master Electrician	377-2002 (O) 257-2487 (H)	10-25-16		08-31-18
iv	HOLLOWAY, BENJAMIN 366 Beaver Rd-Ingram 218 Quinlan St. (mailing) Master Plumber	794-9705 (O) 896-0111 (H)	10-25-16		08-31-18
v	RECTOR, JAMES 125 Coronado Dr. Mechanical Contractor	329-8001 (O)	10-25-16		08-31-18
vi	STAVINOHA, MIKE 1308 Paragon Place Contractor	370-9481 (H)	10-25-16		08-31-17
vii	LENARD, ART 737 Rim Rock Road Active Construction Industry	739-6415 (O)	10-25-16		08-31-17
<u>ALTERNATES:</u>					
(*)	COON, DALLAS 921 Prescott Street	285-5177 (O)	01-13-15	10-25-16	08-31-18
(*)	PUCEK, RONALD 2861 Rock Barn Dr. P.O. Box 294375-mailing	928-3478 (O)	10-25-16		08-31-17

### CITY STAFF:

Danny Batts                      258-1178 (O)  
Director of Building Services

### Qualifications:

Members shall be composed of the following:

- i        an architect licensed to practice in the state;
- ii       a professional engineer licensed to practice in the state;
- iii      a master electrician licensed to practice in the state;
- iv      an unrestricted master plumber licensed to practice in the state;
- v        a mechanical contractor with a Class A state license;
- vi      a person licensed by the city as a contractor;

vii a person that is active in the construction industry; provided, however, if the city council determines that there is no architect or professional engineer available to serve on the board, then council shall select a second person meeting this description to serve.

Alternate board members shall attend all meetings and are subject to the attendance requirement applicable to the board; however, alternate members shall serve only in the absence of one or more regular members and shall then act as a regular member for that entire meeting. Members shall be residents of the county; however, no two (2) members, regular or alternate, may be employed by or have an ownership interest in the same business or firm.

**Powers and Duties:**

- (1) To hear appeals of decisions and interpretations of the chief building official and fire code official and to consider variances to the standardized building codes as more specifically described in Sec. 26-251 of Ordinance No. 2010-15. No appeal may arise out of the city's issuance of citation for violation of any of the standardized building codes as the procedure for the consideration and decision regarding citations is solely under the purview and authority of the municipal court. In addition, the board shall have no authority to waive, and is prohibited from waiving, any requirement of the standardized building codes; and
- (2) Recommend amendments to this chapter; any standardized building code adopted by the city council; or any other code, application, or process applicable to the city's review, application, interpretation, and enforcement of the standardized building codes with the goal toward addressing any deficiencies, voids, inconsistencies, inefficiencies, or technical errors; and
- (3) To hear appeals, issue orders, and fulfill other duties pursuant to the authority established in Article VII of this Chapter for unsafe building abatement.

**Term of Office:** Two years

**Quorum:** Four members

**Number of Members:** Seven members, and two alternates

**Officers:** The board shall elect a chair and vice-chair who shall be appointed from among its voting members. The board shall appoint such officers at the first meeting of the board held after September 1 of each year. Officers shall serve a term of one year and all such terms shall end on August 31 after the date of election or until a successor is elected, but in every case each subsequent term shall end on August 31.

**Meeting Time & Place:** At least quarterly at the call of the chair, City Hall

**Absences:** As established in the Procedural Rules for Kerrville City Boards.

**Established by:** Ordinance Nos. 2010-15 and 2010-26; Revised by Ordinance No. 2017-09.

**Revised:** July 12, 2017

(\*) alternate members shall be qualified as one of the following: master electrician, master plumber or mechanical contractor.

## **Agenda Item:**

10B. Recovery Community Coalition. (staff)

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

---

**SUBJECT:** Appointments to the Recovery Community Coalition

**FOR AGENDA OF:** September 12, 2017

**DATE SUBMITTED:** September 5, 2017

**SUBMITTED BY:** Brenda Craig   
City Secretary

**CLEARANCES:** Mark McDaniel  
City Manager

**EXHIBITS:** Board Sheet

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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**SUMMARY STATEMENT**

Consider appointments to the following board:

**Recovery Community Coalition.** One term to expire December 31, 2018, and two terms to expire December 31, 2019.

**RECOMMENDED ACTION**

Consider appointments to the Recovery Community Coalition.



**RECOVERY COMMUNITY COALITION**

	<u>Telephone</u>	<u>Appt. Date</u>	<u>Exp. Date</u>
(8) TREES, DALE Chairperson 115 Plaza Dr. #2007	928-5420 (H) 238-4222 (W) Ext. 510	1-10-17	12-31-2018
(3) WOOD, JULIE Vice-Chairperson 404 Meadowview Ln.	936-615-7844 (H) 792-5775 (W)	1-10-17	12-31-2018
(4) DRIGGERS, SHAWN 613 Wheless Ave.	285-4536 (H) 895-5969 (W)	1-10-17	12-31-2019
(3) GEISLER, BLAIR 381 A Guadalupe St.	713-972-5001 (C)	1-10-17	12-31-2019
(2) GODWIN, LAURA 312 Lytle St.	214-293-7353 (H)	1-10-17	12-31-2018
(6) PAUTLER, STEVE 113 Los Cedros Loop	258-7054 (W)	1-10-17	12-31-2019
(4) PETER, PAMELA 1036 Creek Run	257-6423 (H) 459-8527 (C)	1-10-17	12-31-2019
(4) RICHNER, CLAUDIA 3864 Rock Barn Dr.	816-532-0078 (H)	1-10-17	12-31-2019
(7) ROBINSON, ROSS 3144 Double Eagle Cr.	896-1752 (H) 512-983-7834 (C) 792-3300 (W) Ext. 2025	1-10-17	12-31-2018
(3) STOLPMAN, RICHARD 115 Plaza Dr. #205	777-9153 (H) 320-304-0736 (C)	1-10-17	12-31-2019
(9) SUMMERLIN, MARY ELLEN 105 Turnberry Circle	895-7982(H)	459-8551(C) 5-23-17	05-31-2018
(9) VOELKEL, VINCENT 212 Clay Street	257-3313 (W) 370-4874 (C)	05-23-2017	05-31-2018
(8) VACANT			12-31-2019
(1) VACANT			12-31-2018
(5) VACANT			12-31-2019

Purpose:	The purpose of the Coalition is to enhance the opportunities for the recovery community to become fully integrated into the fabric of Kerrville. The Coalition shall work toward considering and identifying strategies and techniques for reducing barriers for the recovery community to be fully integrated into the local community as well as to identify and advocate goals and ideas for enhancing positive relationships by and amongst the recovery community.
Qualifications:	<p><b>At least one member from each of the following, but any of which may include more than one member:</b></p> <ul style="list-style-type: none"> <li>(1) owner of a male boarding home facility with a valid permit issued by the City;</li> <li>(2) owner of a female boarding home facility with a valid permit issued by the City;</li> <li>(3) member of the recovering community;</li> <li>(4) citizen of Kerrville with interest in these issues;</li> <li>(5) representative of mental health support organizations such as Kerrville State Hospital;</li> <li>(6) representative of Peterson Health;</li> <li>(7) representative of Hill Country MHDD Centers;</li> <li>(8) representative from a residential addiction treatment facility located within Kerr County; and</li> <li>(9) two Councilmembers</li> </ul>
Powers and Duties:	On an annual basis, or more frequently as deemed proper by the Coalition or City Council, the Coalition should attend and report its conclusions, achievements, ideas, desires, and plans to the City Council. It is recommended that the initial issue with which the Coalition is charged to review is Ordinance No. 2013-06 (Chapter 30, Article I, Code of Ordinances), which addresses the operation of group homes and boarding home facilities operating within the City.
Term of Office:	Each member shall be subject to two-year terms; provided, however, that at the Coalition's organizational meeting, the members shall draw lots to establish the duration of the initial terms, with an exact majority of the members serving an initial term of two years and the remaining members serving a one-year term. The expiration date of all terms shall be December 31 of the year corresponding with the results of the drawing of lots.
Quorum:	Eight members
Number of Members:	Fifteen
Absences:	Any member who misses 25% of the regular meetings or three consecutive regular meetings may be replaced by City Council.
Meeting Time & Place:	Meetings are to be held every other Monday at 4:00 p.m., but at least once each calendar quarter in the upstairs conference room at City Hall.
Established by:	Resolution No. 26-2016
Revised Date:	August 30, 2017

**City of Kerrville  
Consolidated Budget Totals by Fund  
FY2018 Proposed Budget**

**PROGRAM FUNDS**

#	Fund Name	Expenditure
1	General*	\$ 26,837,995
2	Water and Sewer*	12,265,455
3	Garage	420,053
5	Employee Benefit Trust	3,146,400
8	Parkland Dedication	-
13	Police Special Revenue	19,050
14	Golf*	872,847
15	Library Memorial	25,000
16	HOT Reserve	-
18	General Asset Replacement	1,237,000
19	WS Asset Replacement	134,000
20	Hotel Occupancy Tax	1,175,200
21	P.E.G. Special Revenue	50,000
22	Muni Court Special Revenue	2,240
26	Landfill Reserve	-
28	Landfill Post Closure	-
50	General Debt Service	2,639,503
53	WS Debt Service	3,986,897
68	History Center	14,523
70	General Capital Projects**	1,200,000
71	WS Capital Projects**	-
84	Cailloux Theater Endowment	5,000
85	Grant Fund	-
90	Insurance Reserve	60,000
94	Main Street	8,085
	<b>TOTAL</b>	<b>\$ 54,099,247</b>

**CAPITAL PROJECT FUNDS**

70	General Capital Projects	\$ 4,890,676
71	WS Capital Projects	7,316,608
	<b>TOTAL</b>	<b>\$ 12,207,284</b>

**CITY TOTAL \$ 66,306,531**

**COMPONENT UNIT FUNDS**

40	Economic Improvement Corp	\$ 4,799,153
75	EIC Projects	2,700,000
	<b>TOTAL</b>	<b>\$ 7,499,153</b>