

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, FEBRUARY 9, 2016, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, FEBRUARY 9, 2016, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION: by Linda Harper, President of Aglow International.

PLEDGE OF ALLEGIANCE TO THE FLAG

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. PRESENTATION:

2A. Proclamation proclaiming February 17, 2016, as National Salute To Veteran Patients Day.

3. CONSENT AGENDA:

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

3A. Minutes of the regular city council meetings held October 27 and November 10, 2015. (staff)

END OF CONSENT AGENDA

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: February 5, 2016 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

4. PUBLIC HEARING AND RESOLUTION:

4A. Resolution No. 03-2016 granting a conditional use permit for an approximate 0.83 acre tract of land, being Lots 7, 8, and 9, Block 74 of the Joseph A. Tivy Addition, a subdivision within the City of Kerrville, Texas, otherwise known as 1220 Jefferson Street, and located within an R-1A zoning district; permitting said property to enlarge the area of its non-conforming use by the construction of an additional 2,400 square feet to an existing structure; and making said permit subject to certain conditions and restrictions contained herein. (staff)

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Resolution No. 04-2016 of the City Council of the City of Kerrville, Texas supporting the proposed Saralita Senior Village housing community for senior citizens; approving an application for low income housing tax credits to finance such project; providing an in kind contribution for such project and providing an effective date. (staff)

5B. Professional services agreement with Peter Lewis Architect + Associates, PLLC for design and construction administration of the indoor athletic facility in an amount not to exceed \$161,000.00. (staff)

5C. Request by Kevin Sutherlin to abandon land deeded to the City of Kerrville for a "Kerrville River Walk Trail" recorded in Volume 0807, Page 169, Kerr County Records and being generally located within the 600 block of Water Street. (staff)

6. INFORMATION AND DISCUSSION:

6A. Receive a final report from the Water Reuse Ad Hoc Advisory Committee.

7. ITEMS FOR FUTURE AGENDAS

8. 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.

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: February 5, 2016 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

9. EXECUTIVE SESSION:

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

9A. Sections 551.071 and 551.072:

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

- River trail.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

11. ADJOURNMENT.

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: February 5, 2016 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Proclamation proclaiming February 17, 2016, as National Salute To Veteran Patients Day.



PROCLAMATION

- WHEREAS,** The National Salute to Veteran Patients Week is an official Veterans Affairs program that is celebrated at Veteran Affairs medical centers across the country; and
- WHEREAS,** Since 1978, the National Salute to Veteran Patients Week has presented Americans another opportunity to thank veterans and to those who give them care; and
- WHEREAS,** The purpose of the national salute is three fold: to pay tribute and express appreciation to veterans, to increase community awareness of the role of VA medical centers, and to encourage citizens to visit hospitalized veterans and become involved as volunteers, and
- WHEREAS,** Through war and peace, valiant Americans have answered the call to duty with honor and dignity. These brave men and women made the ultimate sacrifice for our benefit and citizens of the United States will forever owe an immense debt of gratitude to our Veterans for the sacrifices they have made to secure the safety of our country; and
- WHEREAS,** The selflessness of our service members is unmatched, and they remind us that there are few things more fundamentally American than doing our utmost to make a difference in the lives of others,

NOW THEREFORE, I, Jack Pratt, Mayor of the City of Kerrville, Texas, call on all citizens of Kerrville to join me in recognizing Wednesday, February 17, 2016 as

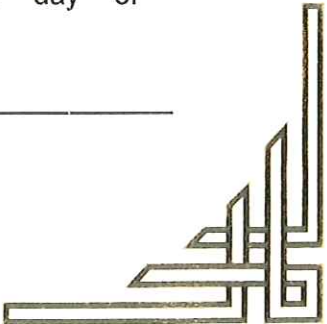
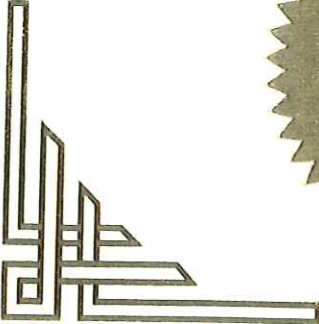
NATIONAL SALUTE TO VETERAN PATIENTS DAY

And thereby honor those who served and sacrificed for freedom. I encourage all citizens to visit VA Medical Centers to recognize and thank our service members for the endless contributions and sacrifices they have made to the cause of peace and freedom around the world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed hereto, the 5th day of February, 2016



Jack Pratt, Jr., Mayor



Agenda Item:

3A. Minutes of the regular city council meetings held October 27 and November 10, 2015. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
October 27, 2015

On October 27, 2015, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Gavin Rogers, Executive Director of St. Peter's Episcopal Church, followed by the Pledge of Allegiance led by Fire Chief Dannie Smith.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

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

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

1. VISITORS/CITIZENS FORUM:

1A. George Baroody opined the city was "playing loose" with accounting principles, noting at the end of 2015 council approved a budget amendment that booked revenue from KPUB against expenses for police body cameras in 2017. One councilmember voted for the 2016 budget and against funding for the budget; this was inconsistent, and spending was out of control. Council approved an amendment for a mistake by KCAD that took money from other entities, and he questioned how those entities voted? The organizational chart had citizens at the top; this was not real as the council continued to hold executive sessions excluding citizens. There was contention among city council against one councilmember when asking questions; citizens do not know the business of the city unless someone asks questions. He questioned if the city was paying for the construction work currently in progress on Holdsworth Drive for the athletics project; noting the

work in progress had not gone through a public bid process and the land had not been transferred from the Cailloux Foundation to the city; or had the Cailloux Foundation donated more money to the project.

2. CONSENT AGENDA:

Mr. Stork moved to approve consent agenda item 2A as presented; Mr. Fine seconded, and the motion passed 5-0:

2A. Minutes of the city council regular meeting held September 22, 2015, and city council special meeting held October 8, 2015.

END OF CONSENT AGENDA

3. PUBLIC HEARINGS AND ORDINANCE FIRST READINGS:

3A. Ordinance No. 2015-22 amending the comprehensive plan for the City of Kerrville, Texas, pursuant to Chapter 213 of the Texas Local Government Code; by revising the future land use plan for an approximate 1.94 acres and 1.39 acres tracts of land located adjacent to and south of Bandera Highway (SH 173) and between the highway's intersections with Riverhill Boulevard East to the west and Oak Hollow Drive East to the east; and changing the future land use of this area from low-density residential to general commercial. Mayor Pratt read the ordinance by title only.

Mr. Robertson stated that 19 notices had been mailed to property owners within 200 feet; no one responded in favor or in opposition. He reviewed surrounding properties and noted the proposed use was consistent with other properties fronting Hwy. 173, and the proposed zoning (Item 3B) would be a buffer between residential and commercial properties. Approval of this comprehensive plan amendment would allow the applicant to request a zone change. PZC voted to approve the request 5-0, and staff recommended approval.

Mayor Pratt declared the public hearing open at 6:12 p.m.; no one spoke, and Mayor Pratt closed the public hearing at 6:12 p.m.

Ms. White moved for approval of Ordinance No. 2015-22 on first reading; Mr. Stork seconded the motion and it passed 5-0.

3B. Ordinance No. 2015-23 amending the City's "Zoning Code" by changing the zoning district for an approximate 1.94 acres and 1.39 acres tracts of land located adjacent to and south of Bandera Highway (SH173) and between the highway's intersections with Riverhill Boulevard East to the west and Oak Hollow Drive East to the east, otherwise known as 2180 Bandera Highway; by removing the combined 3.33 acre property, more or less, from the residential cluster (RC) zoning district and placing it within the 36-S zoning district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. Mayor Pratt read the ordinance by title only.

Mr. Robertson noted this was the same property discussed in Item 3A. The subject property was suitable for 36-S zoning and could allow more intense uses

than was permitted in the R-C zone and could result in increased traffic in the area.

Mayor Pratt declared the public hearing open at 6:16 p.m.; no one spoke, and Mayor Pratt closed the public hearing at 6:16 p.m.

Mr. Allen moved for approval of Ordinance No. 2015-23 on first reading; Mr. Fine seconded the motion and it passed 5-0.

4. ORDINANCE FIRST READING:

4A. Ordinance No. 2015-24 granting to Atmos Energy Corporation, a Texas and Virginia corporation, its successors and assigns, a franchise to furnish, transport and supply gas to the general public in the City of Kerrville, Kerr County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; repealing all predecessor ordinances; providing that it shall be in lieu of other fees and charges, excepting ad valorem taxes; prescribing the terms, conditions, obligations and limitations under which such franchise shall be exercised; providing a savings clause; a most favored nations clause, and a severability clause; and providing an effective date.

Mayor Pratt read the ordinance by title only.

This matter was pulled from the agenda.

5. CITY COUNCIL RECESS

The Kerrville City Council recessed the regular city council meeting to convene a meeting of the City of Kerrville Health Facilities Development Corporation at 6:17 p.m. Following the City of Kerrville Health Facilities Development Corporation meeting, the Kerrville City Council reconvened into regular session at 6:20 p.m.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Resolution No. 34-2015 approving a bond resolution by City of Kerrville, Texas Health Facilities Development Corporation providing for the issuance of bonds for Sid Peterson Memorial Hospital.

Mayor Pratt noted that approval of the resolution would not incur any debt for the City of Kerrville; Sid Peterson Memorial Hospital would pay the debt. The Kerrville City Council served as the Board of Directors for the Health Facilities Development Corporation.

Mr. Stork moved for approval of Resolution No. 34-2015; Mr. Fine seconded the motion and it passed 5-0.

7. INFORMATION AND DISCUSSION:

7A. Quarterly Report from Kerr Economic Development Corporation.

Jonas Titas, Executive Director of KEDC, reported on the following projects:

- James Avery Craftsman, assist in recouping state sales tax.
- Mooney International, working on new production line.
- Vention, assist with energy audit that might provide a cost savings.

- New oil and gas prospect wanted to establish a regional office in this area to consolidate operations in south and west Texas.
- Avionics firm desired to relocate to the Kerrville Airport from Hondo, Texas.
- Hotel prospect doing due diligence on models and financing.
- New manufacturing prospect from California potentially establishing operations in this area; would create up to 40 new primary jobs.
- Working on several local expansion projects.
- Update KEDC strategic plan in January.

Mr. Parton noted that KEDC received an award from the Texas Economic Development Council in October.

7B. Update on the effluent reuse project and provide direction to city staff to initiate the bond issuance process to fund its construction.

Mr. Parton noted the city's plant currently produced 2.1 million gallons a day (mgd) of effluent, resulting in a conservative figure of 360 MG of treated effluent that was unused and returned to the river each year; once the effluent is placed in the river, it belongs to the state. GBRA was currently active in Austin seeking legislation that would require the city to continue to put effluent into the river.

Mr. Parton described the effluent reuse project that would capture, retain, and use treated effluent to serve future housing growth and industrial and commercial customers. The effluent reuse project was a multi-phased project. The initial phase would construct a pond and distribution system for non-potable/irrigation uses. The water reuse feasibility report completed by Freese and Nichols, Inc. (FNI) in June 2014 verified the feasibility of the effluent reuse water reclamation project. The study evaluated: the environmental site investigation, geotechnical and landfill investigation, floodplain analysis, water reuse regulatory requirements, water reuse infrastructure requirements, and provided an opinion and estimate of construction cost. On Nov. 13, 2014, the city entered into a contract with FNI to: design a project to capture treated effluent, provide a connection to the treatment plant, and a connection to the distribution system; the cost of the project was estimated at \$2 million from the utility fund. The design and bid documents should be completed by the end of 2015.

The Phase I south pond was proposed to be a 105 MG pond; 30 surface acres or 322 acre feet of water. In comparison, Nimitz Lake was 804 AF and 90 surface acres. The berm for the pond would be 25-26 ft. high on the inside and 15-18 ft. outside and would capture 1/3 – 1/5 of the effluent produced at the plant; this phase did not include the distribution system. The next phase would be to design the pipeline and distribution system from the existing facility to the customers. Potential new customers included: Riverhill Golf Course, Schreiner University, HEB Tennis Center, and Peterson Middle School athletics facilities. Riverhill Golf Course currently used river water; these other entities were currently on potable water, and during droughts water had to be trucked in for irrigation. Schreiner University hired an engineer to study what would be necessary for them to connect, what would be their capacity, and how would it connect to their irrigation

system. In addition the city's proposed athletic complex on Holdsworth Drive would also need water for irrigation.

Mr. Parton noted the city had very limited water resources: river, groundwater wells, and aquifer storage recovery wells. The state permits would only allow the city to take water from the river when it was available; therefore, the city can only inject into ASR about 100-110 days annually. The state water master can curtail water from Kerrville's permits to make water available for downstream users. The city currently had stored enough volume in the ASR system to pump continuously from the ASR wells for 18 months based on the existing pumping capacity of about 2 million gallons daily. During stage 2 and 3 drought conditions, the city was pumping about 3 mgd. The city could purchase additional rights, if someone was willing to sell; however, transfer of ownership was problematic. The city recently accepted the gift of a permit but gave it back to the state because TCEQ would not transfer the right of ownership without agreement from GBRA; the city was paying an annual fee to keep the permit, but could not get ownership of the right or transfer of ownership.

Future phases could establish direct potable reuse (DPR) by treating effluent to drinking water standards and storing it in an aquifer storage recovery (ASR) well. Indications were that TCEQ will allow the city to inject directly into ASR without blending, based on current water sampling; however, water would have to be retreated when it is taken out of ASR. Headwaters Groundwater District has agreed that the city can take out every gallon put into ASR without counting that amount against the city's groundwater permit.

Council also discussed the following:

- The city can only put water in ASR from the river when it is available, about 110 days a year.
- Does the city receive credit from the state for water returned to the river? Mr. Barron noted the city did not receive credit from the state; however, the city had a subordination agreement with Guadalupe Blanco River Authority (GBRA) that required the city to pay if a certain allowance was not returned to the river, and the city has not had to exercise that agreement in the past.
- Would the bond issuance and debt service schedule proposed, put the city's bond rating at risk? Mr. Parton noted that according to the city's financial advisor, First Southwest, the city was solidly solvent and in a strong financial position. According to the city's bond counsel the city could support bond issuances of \$10 million in 2016 and \$8.5 million in 2017 under the current utility rate structure. He noted the city's financial policies were more stringent than the amount the financial advisor recommended be set aside for annual debt service payments. The debt service model indicated peak annual debt service at \$715,000 a year; staff proposed that the debt be "laddered" to allow some of the debt to fall off before reaching capacity; the city's financial policies established the debt service ratio at 35% of revenue. The city had about \$2.9 million annualized in the budget for capital projects and \$2 million was still available annually. He anticipated a

rate adjustment would be necessary in 3-6 years. No ad valorem tax would be used to fund utility fund debt.

- The sale of effluent would not cover the cost of providing effluent to irrigation customers.
- City should construct only Pond 1 and not construct Pond 2. Mr. Parton noted with consistent flow, the dam would overflow and effluent would be returned to the river, losing a valuable resource; a second pond was necessary.
- City should require effluent irrigation customers to provide their own holding ponds.
- 15 years ago the city identified the same problems--storage and distribution; the city continues to treat the water and return it to the river.
- The initial use of the treated effluent would be for irrigation; currently those customers relied on potable water.
- In the future the city may have to treat effluent to drinking standards as a potable water source.
- The city will require additional water supply for future growth and economic development.
- The language of the certificates of obligation should be broad to allow more flexibility and not be so specific it would restrict the project, for example, to later expand to direct potable reuse.

Mayor Pratt stated the consensus of council was for staff to initiate the funding process for the effluent reuse facility to include the issuance of \$10 million in 2016 and \$8.5 million in 2017. Further, that the bond sale process for the first \$10 million issuance to be initiated in November 2015. The notice of intent would come back to city council for approval.

7C. Budget and economic update.

Ms. Yarborough gave the financial report year to date for the period ending September 30, 2015: general fund revenues totaled \$24,599,185 and expenditures \$23,535,468; water and sewer fund revenues totaled \$9,281,693 and expenditures \$11,351,871; hotel/motel fund revenues totaled \$1,081,305 and expenditures \$937,537; 63 permits for new residential construction and 26 for new commercial construction year-to-date.

8. APPOINTMENTS TO CITY BOARDS AND COMMISSIONS:

8A. Golf Course Advisory Board. Mr. Fine moved to appoint Mickey Ray Bailey, with term to expire July 1, 2017; Ms. White seconded the motion and it passed 5-0.

9. ITEMS FOR FUTURE AGENDAS:

- Discuss regulation of drones.

10. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Police department was testing various types of body cameras on a trial basis; a recommendation would be made to the city council soon.
- Staff was nearing completion of the crime mapping information that will be posted on the city's website.

- Red ribbon week, respect ourselves and others and be drug free.
- Halloween, parks and recreation department holding family fright night at Kerrville Schreiner Park, event is free to the public and a Halloween movie appropriate for all ages will be shown.
- A workshop sponsored by the City, Texas Parks and Wildlife, and Upper Guadalupe River Authority detailing public interaction with wildlife and best wildlife management practices would be held Tuesday, November 10 at 5:30 p.m., at the UGRA office, 125 Lehmann, Ste. 100; event was free to the public.

11. **EXECUTIVE SESSION**: None.

ADJOURNMENT. The meeting adjourned at 7:24 p.m.

APPROVED: _____
ATTEST: _____

Jack Pratt, Jr., Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
November 10, 2015

On November 10, 2015, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Greg Cummings, Kerrville Church of Christ, followed by the Pledge of Allegiance led by Police Chief David Knight.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

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

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

1. VISITORS/CITIZENS FORUM:

1A. Gary Thomas stated his concern that the tennis facility had steadily eroded over the past ten years and needed new lighting, screen replacement, and resurfacing of courts.

It was noted that tennis center renovations were in the 2017 capital plan.

2. CERTIFICATE OF RECOGNITION:

2A. Certificate of Recognition presented to Tracy L. McCuan, General Manager and CEO to the Kerrville Public Utility Board. (Mayor Pratt)

2B. Mayor Pratt read a proclamation proclaiming November 25 as Orange Day to raise awareness and take action to prevent violence against women and girls.

3. CONSENT AGENDA:

Items 3C and 3D were removed from the consent agenda.

Ms. White moved to approve consent agenda items 3A and 3B; Mr. Fine seconded, and the motion passed 5-0:

3A. Minutes of the City Council regular meeting held October 13, 2015.

3B. Construction contract with J&K Utility Services, LLC for the water treatment plant high service pump addition project in an amount not to exceed \$149,739.00 and additional change orders which may exceed \$50,000.00 but will not exceed a total contract amount of \$187,100.00.

END OF CONSENT AGENDA

3C. Purchase and remount of a Type 1 ambulance from Mac Haik Dodge via BuyBoard Purchasing Cooperative in an amount not to exceed \$118,175.

Chief Smith noted the purchase was in the 2016 budget.

Ms. White moved for approval of the purchase as stated; Mr. Stork seconded the motion and it passed 5-0.

3D. Purchase of Caterpillar CW14 pneumatic roller from Holt CAT, in an amount not to exceed \$84,741.00.

Mr. Barron noted the purchase was bid through Buyboard, the equipment would replace a 12 year old roller for which parts were no longer available, a 12 month warranty was standard for this type of equipment, the equipment would be used for compacting and stabilizing drainage channels as well as street construction, and the purchase was in the 2016 budget under vehicle replacement.

Mr. Fine moved for approval of the purchase as stated; Mr. Allen seconded the motion and it passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6E. Mayor's Youth Advisory Council (MYAC).

Mayor Pratt proposed creating a MYAC for youth in grades 9-11, including home school students, who were interested in learning about local government; participating in city-sponsored activities, events and issues; and gaining leadership experience. If approved, Mayor Pratt would prepare the application and parent consent form. The program would be modeled after TML's program.

Council discussed the following points:

- Suggested the name Kerrville Youth Advisory Council.
- Careful not to "step on the toes" of the student council, which was elected by high school students.
- Should involve high school counselling department.
- High school seniors should be included.
- Membership should not exclude students who live outside city limits.

Mr. Stork moved to proceed to establish the MYAC that reflects the intent of the guidelines contained in the report and that Councilmember Fine be involved in policies and adjustments as discussed; however, such adjustments did not need to come back to city council. Mr. Allen seconded the motion and it passed 5-0.

4. ORDINANCES, SECOND AND FINAL READINGS:

4A. Ordinance No. 2015-22 amending the comprehensive plan for the City of Kerrville, Texas, pursuant to Chapter 213 of the Texas Local Government Code; by revising the future land use plan for an approximate 1.94 acres and 1.39 acres tracts of land located adjacent to and south of Bandera Highway (SH 173) and between the highway's intersections with Riverhill Boulevard East to the west and Oak Hollow Drive East to the east; and changing the future land use of this area from low-density residential to general commercial. Mayor Pratt read the ordinance by title only.

Mr. Robertson noted no changes since first reading.

Ms. White moved for approval of Ordinance No. 2015-22 on second and final reading; Mr. Fine seconded the motion and it passed 5-0.

4B. Ordinance No. 2015-23 amending the City's "Zoning Code" by changing the zoning district for an approximate 1.94 acres and 1.39 acres tracts of land located adjacent to and south of Bandera Highway (SH173) and between the highway's intersections with Riverhill Boulevard East to the west and Oak Hollow Drive East to the east, otherwise known as 2180 Bandera Highway; by removing the combined 3.33 acre property, more or less, from the residential cluster (RC) zoning district and placing it within the 36-S zoning district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. Mayor Pratt read the ordinance by title only.

Mr. Robertson noted no changes since first reading.

Mr. Allen moved for approval of Ordinance No. 2015-23 on second and final reading; Mr. Fine seconded the motion and it passed 5-0.

5. ORDINANCE, FIRST READING:

5A. Ordinance No. 2015-24 amending Ordinance No. 2006-01, which granted Atmos Energy Corporation a franchise to furnish, transport, and supply gas to the general public within the City of Kerrville, Kerr County, Texas, by extending the term of the franchise ordinance for an additional ninety (90) days through the end of March 29, 2016. Mayor Pratt read the ordinance by title only.

Mr. Hayes noted the current franchise ordinance would expire December 31, 2015; the proposed ordinance had been agreed to by both parties and would extend the existing franchise for 90 days through the negotiating period. After negotiations, a new franchise ordinance would be presented to council in early 2016. This was the first of three readings of Ordinance No. 2015-24.

Council also discussed the following:

- Disappointment in Atmos' expansion program; less than half of the city's population was served with gas.
- No development agreement was in place to require developers to put in gas; Atmos and developers had not been aggressive.
- Lack of gas service in the area puts a burden on the electric system during winter peaks.

Mr. Hayes noted that state law outlined parameters as to what cities can and cannot do, but he would mention service expansion to Atmos.

Mr. Fine moved for approval of Ordinance No. 2015-24 on first reading; Ms. White seconded the motion and it passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Resolution No. 35-2015 authorizing publication of notice of intention to issue certificates of obligation for the purpose of financing waterworks and sewer system improvements to include design and construction of effluent ponds.

Mr. Stork moved to approve Resolution No. 35-2015 as presented and to authorize the creation of an ad hoc citizen's advisory committee to review the effluent project for a period not to exceed 90 days, said committee to include no more than 11 members and two liaisons from City Council to work with the committee: Mr. Pratt and Mr. Allen. Mr. Allen seconded the motion.

Council discussed whether the agenda item had been properly posted to create an ad hoc committee since the agenda item posted was to authorize publication of the certificates of obligation. A suggestion was made to have two separate resolutions, one to authorize the notice of intent to issue certificates of obligation, and one to set up a citizens' ad hoc committee. Mr. Hayes noted that council was not delegating any authority to the committee, only appointing a citizens committee to give input; therefore, it could be part of this agenda item. Ms. White stated she had lots of questions and input on the subject and would like to be part of the committee.

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

The consensus was to accept applications, liaison members would interview applicants, and council would vote on membership at the December meeting.

6B. Resolution No. 36-2015 casting votes of the City of Kerrville, Texas, for Kerr Central Appraisal District Board of Directors.

Mr. Parton noted that in order to recall any member, the city must have voted for that member; therefore, he recommended 712 votes be cast for Justin MacDonald and one vote for each of the other members.

Mr. Pratt moved for approval of Resolution No. 36-2015, casting votes as follows:

Mark Bigott	<u>1</u>
Jack Parks	<u>1</u>
Charles Lewis	<u>1</u>
Justin MacDonald	<u>712</u>
Ray Orr	<u>1</u>

Mr. Fine seconded the motion and it passed 5-0.

6C. Joint Resolution of the City of Kerrville, Texas; Kerr County, Texas; Kerrville Independent School District; and Kerrville Public Utility Board supporting the adoption of the rural project plan under consideration by the Texas Department of Transportation.

Mayor Pratt presented the joint resolution and list of projects to be included in the transportation plan as had been agreed to by representatives of all of the entities. Upon adoption of the joint resolution by all parties, the unified plan would be submitted to TxDOT to be considered and evaluated along with other county-wide projects for inclusion in TxDOT's 10 year plan for the rural area outside of the San Antonio District.

Council discussed two amendments to the plan:

- 1) The I-10 and Harper Road interchange, i.e. raising the overpass or lowering the pavement, timeline be "immediate" instead of 2 years. The city previously committed \$100,000 to fund whichever was the least expensive and most expedient option. TxDOT had indicated priority would be placed on the I-10/Harper Road project with financial commitment from the city.
- 2) Construct an access road along I-10 from Harper Road to Sidney Baker via Loop 534 extension, 2 year timeline.

Regarding the I-10 project, council discussed which option would be the least expensive.

Mr. Fine moved for approval of the joint resolution with amendment to the exhibit as stated; Mr. Allen seconded the motion and it passed 5-0.

Staff will place the plan list on the city's website after it has final approval by all entities. Council requested staff find out how long I-10 would be closed for the project as all traffic would be diverted through Kerrville.

6D. Commercial Lease between City and BTP Baseball Ventures LLC for the management of baseball and softball fields at the Holdsworth Athletic Facility.

The following changes were recommended to the lease:

1. Add definition of tournament as defined in letter of intent and approved by city council April 28, 2015: "The term tournament used in this document refers to any baseball or softball event of any age group consisting of a minimum of 20 teams playing in the event with a minimum of 10 players per team or totaling at least 200 players per tournament.

2. Preference to the Kerrville Youth Baseball and Softball Association (KYBSA) for scheduling of practices and games for their regular season March through June. The sports complex was for local youth, thus the city establishes a priority on scheduling.
3. Add termination clause to be implemented in the event tenant fails to perform.
4. Provide that KYBSA has the right to sell or contract to sell concessions during regular season games and practices.
5. Provide that KYBSA has the right to display its sponsorship banners outside the facility during its games or events; when KYBSA was not playing, other sponsors' banners could be displayed. A storage facility was available to KYBSA for banners.
6. City approve fee structure for outside facility.
7. Alcohol sales will be prohibited during local youth events; alcohol would be available during other times.

Council also discussed the following:

- Project will add sales tax revenue and hotel/motel tax to the city; however, no tax dollars would go into the general fund to cover expenses, estimated at about \$300,000 per year.
- Could someone sue the city over the negligence of employees? The facility was insured by the city to cover any exposure or liability. Mr. Hayes noted the city had built in immunities and BTP will have insurance to indemnify the city in the event the city is sued for something caused by BTP. Items 22 and 23, the liability language should be as strong as possible and state who was liable for what.
- Some facilities have profit sharing on merchandise sold; the city did not have such in the proposed contract.
- No performa was required from BTP. If BTP had the maximum number of tournaments, they would pay \$0 rent. Council discussed whether the city could legally offer \$0 lease for two years; however, it was noted that it was not rent free, BTP would fund all marketing for tournaments. The terms of the lease incentivized BTP to create revenue, which generated retail sales tax and hotel tax for the city. Mr. Parton noted their initial capital investment was \$168,000. Councilmember White noted that was BTP's cost of doing business and not revenue to the city.
- No performance guarantee in the contract; if it does not work financially for BTP, then the city does not make it and the property goes back to the Cailloux Foundation along with the city's assets. If the city stopped using the property for a sports complex, the property would revert back to the Cailloux Foundation; this clause was the standard statement found in most agreements.
- If the maximum number of tournaments was scheduled, would it leave time for local youth activities to be scheduled?
- Should separate into two leases, one for indoor and one for outdoor facility.
- Letter of intent contemplated a 12,000-14,000 sq. ft. facility; the contract called for the city to build a 30,000 sq. ft. building.
- No other bids or proposals were solicited from any other management company.
- The private, select baseball teams were popular and brought in revenue, but they take up a lot of play time.
- Item 8 states operating hours as typical of the industry, which could be late into the evening, even midnight or later; this might result in nuisances and light pollution.

- Item 5 referred to ad valorem taxes; it is a city-owned building so there would not be ad valorem taxes; however, there could be ad valorem taxes on personal property. Mr. Hayes noted the building, because it was being operated by a for-profit organization, might be subject to ad valorem taxation.
- Rezoning was required but had not been brought before planning and zoning or city council. Neighbors should be allowed to ask questions.
- Contract made the tenant liable for city's actions, such as run off from parking lots, fertilizers and pesticides.
- Who pays for lights and umpires? Page 9 stated the city paid for lights.
- Should address the cost of city employee overtime and the city's cost to supply maintenance during and after tournaments; tenant should pay for overtime.
- Entry fee was not mentioned.
- Would it be necessary for the city to purchase any new equipment to maintain the fields? Nothing was in the city's five year budget plan.
- What was BTP's limit of liability since there was no personal guarantee, just a signature of three principals of a limited partnership?
- Any specifics or loss of revenue for non-performance? Mr. Hayes noted default provisions and remedies were available through court of law; also, default could result in termination of the contract. For example, if BTP did not do tournaments, that would not be a provision for which the city could terminate. If BTP did something for which they could be found in default, then the city could find them in default and terminate the contract. The contract did not address financial performance.
- How would the building be paid for since the effluent project had not been approved by council and there was \$2.2 million in that project for this facility. Regarding the effluent project, Mr. Parton noted the utility fund would purchase material (dirt) needed for the dam for the effluent pond from the general fund, and those funds would then be applied toward construction of this facility.
- The Freese and Nichols, Inc. (FNI) study stated the dirt was needed for the effluent project. The cost of the dirt was built into the cost that water and sewer customers paid and the city planned to move those funds from the utility fund to construct a facility for D-Bat. Ms. White stated this was a kiting operation whereby water and sewer customers were to put up \$2.249 million to construct a 30,000 sq. ft. building. If moving funds was not illegal, it was unethical to have water/sewer customers pay for a building for city use for a private customer. Mr. Hayes stated that the budgeting process was not illegal.

Mr. Parton noted the landfill and the athletic facility property were owned by the general fund; the utility fund ran utility operations and owned the property and improvements of utility operations. The general fund provided support to the utility fund operations; a line item transfer was made from the utility fund to the general fund to cover operational expenses for departments that provided services to the utility fund. In this project, a general fund asset was being used for a utility project.

Mr. Parton noted the FNI study referred to looking into boring and soil samples pertaining to the landfill location. The study showed there was adequate core material to provide for the interior portion of the dam to be constructed for the

pond. Also, there was additional soil that could be applied toward the top three foot layer already there, and to provide material necessary to close the landfill in the future.

- Page 61 of the study stated that the volume of soil needed to construct the embankment for the retention pond exceeded the amount of soil recoverable during excavation, and 149,920 cubic yards of off-site fill material would be needed during construction; the study estimated that cost at \$2.249 million.

Mr. Parton noted that section of the report referred to the amount of material being excavated in the pond area, and there was not enough dirt in the immediate pond area itself to construct the berm; therefore, an additional 150,000 cubic yards was needed for construction; however, material was available on site and that was why the utility fund purchased the soil from the general fund for construction of that project. The funds would pay for the pond, not for a building.

- Add statement to better define preference be given to KYBSA for scheduling.
- To be financially successful, Select Baseball was the trend; Select Baseball could gradually phase out Little League as it was not profitable. The purpose of the facility was for youth events, not Select Baseball.
- Will lease require replacement of equipment for maintenance in future?
- No definition of "substantial completion".
- Item 12 C states the landlord agrees to provide the use of other landlord owned and operated properties to the tenant as needed during tournaments; there should be a fee established.
- Item 8F regarding reporting repairs, should state that reports should be made in a timely manner.
- Items 19 D & E, maintenance and repair of outdoor facility during tournaments, one states landlord, one states tenant will maintain premises; confusing, should clarify. Also, maintenance to be scheduled around tournaments, therefore tenant will have to provide schedule in advance. Mr. Parton noted the city would do maintenance of the facility, but tenant will assist in maintenance for tournaments.
- Half of the athletic complex was soccer; the city will hire an athletic director to manage soccer.

The following persons spoke:

1. Ed Livermore opined that the sale of alcohol at any event, not just youth tournaments and events, would be a mistake; he suggested no sale of alcohol. He questioned the incentive rental arrangement whereby the landlord paid \$0 rent. The city had a 30 year obligation of equipment, personnel, etc. and the tenant was only required to provide maintenance. Mayor Pratt noted the contract incentivized the tenant; the more money BTP made, the more money the city received.

2. Fred Speck asked if the city could save \$2.5 million by using the city's own dirt, the city should reduce the cost of the project by \$2.5 million. He stated that people can go to prison for kiting checks. If the city can use its own dirt by tearing

up the soccer association's soccer fields, then save the citizens \$2.5 million; do not use it somewhere that was not even connected to the effluent pond.

3. George Baroody, regarding KYBSA's portion of the lease, requested the city set the rate for KYBSA on January 1 of every year. KYBSA's season was March through June, Monday through Sunday, the same months that the tenants want to use the fields. KYBSA, as an organization, had not been part of negotiations; an officer of KYBSA had been involved in the design of the project, but no officer can represent the board; the board approves matters as a whole. He requested council table the lease and bring KYBSA into the discussions, define the playing times and rates for the term of the lease, and remove the sliding scale rate. KYBSA, since they were part of the lease, should be part of the approval process before the city accepts the lease; or, negotiate a lease with KYBSA first before the lease with BTP is signed; as it is, KYBSA has no leverage. The lease was too vague as far as KYBSA's scheduling and was difficult to plan a season around. Also, KYBSA sells advertising for one year; if advertising had to be removed before the season was over, then they needed to address that revenue issue.

4. Mike Sigerman stated the city should not allow alcohol to be carried into the facility. Ultimately it was the city's responsibility if alcohol was served and something happened.

Mayor Pratt moved to authorize city staff to execute the commercial lease agreement as presented, with BTP Baseball Ventures, also known as D-Bat, to include the first six changes stated at the start of the subject, and excluding alcohol sales. The motion died for lack of a second.

Mr. Fine moved that staff incorporate the six items and additional comments and clarifications brought forth by city council and citizens in writing and vote on the revised agreement at the December meeting. A representative of KYBSA should provide their schedule and information so preferential treatment can better be defined. Mr. Stork seconded the motion and it passed 5-0.

6E. Mayor's Youth Advisory Council (MYAC). Item was discussed earlier in the meeting after Item 3D.

6F. Establish a policy for determining the official newspaper/newspapers for publication of public notices and ordinances.

Councilmember White noted the city had not discussed, nor did it have a written policy naming the official city newspaper for publication of required notices. Texas Local Government Code (TLGC) mandated that a local government body of a general law municipality determine by ordinance or resolution an official newspaper, and city charters addressed official newspapers for home rule municipalities. Both types of cities contemplated an official newspaper. The Kerrville City Charter required publication of ordinances in "newspaper of general circulation that is published in the city". State law outlined requirements pertaining to public notices, ordinances, etc. for both general law and home rule

municipalities; the city has 2 newspapers that could be considered within the definition of "newspaper of general circulation published in the city." For many years notices were published in the Kerrville Daily Times (KDT); about a year ago notices began to be published in the Community Journal (CJ). Ms. White recommended staff prepare a resolution stating the city council's policy either annually or as amended by a future city council in order to clarify city policy in reference to naming the official newspaper(s) and provide clear understanding and policy of where official notices would appear. Ms. White provided circulation numbers for both newspapers and noted KDT had 2-3 times the number of subscribers as the CJ depending on the date of publication.

Ms. White moved to direct staff to prepare a resolution to name both newspapers annually as official newspapers of the City of Kerrville. The motion died for lack of a second.

The following persons spoke:

1. Max Graxiola, Publisher of the Kerrville Daily Times (KDT), noted the last legal notice the city published in the KDT was September 26, 2014; he questioned if the change was due to expense or if something else happened that caused the city to stop running legal notices in the KDT? Mr. Graxiola opined that the change from KDT to CJ had to do with articles and editorials that appeared in the KDT. He referred to a conversation in January 2014 when he was told that the KDT would not get the city's business anymore, and the way KDT could get future business would be determined by how they handled future articles.

Mr. Parton noted that was incorrect and the conversation in January had to do with the issue of accurate reporting and coverage. Mr. Parton noted that during that conversation, Mr. Graxiola had asked if KDT's editorials were the issue, and he stated specifically that the editorials were Mr. Graxiola's editorials and did not have a bearing on the city's publication of legal notices; it was an issue of accurate reporting and coverage.

Mr. Graxiola referred to a KDT survey in which 55.5% of respondents said their most used media was the KDT; 25.2% were cable; and 23.9% were the San Antonio newspaper and other media. If the city was trying to reach the most citizens in Kerrville, the city should publish notices in the KDT. A bid could be made based on the cost per inch and cost of readers, and go from there.

2. Mark Bosma stated the city could go out for bids, but the point was that the city had two newspapers and had sufficient budget to handle both. The idea was to give vendors and citizens the opportunity to bid; and the city would make up the amount spent on advertising through the savings on competition.

Council also discussed the following:

- The Charter addressed the issue of official city newspaper, and a complete review of the Charter was held by a committee appointed by city council about 18 months ago.

- The city has complied with the intent of TLGC for home rule cities.
- If the city used both newspapers, it would double the city's cost of advertising. Ms. White noted that the cost of advertising was not as expensive as the D-Bat building.
- The amount that KDT had been paid for notices was more than double the amount paid to CJ in the past. During the five-year period October 2010 to September 2015, KDT received \$28,403, and CJ received \$9,450.
- The state legislature was moving more toward allowing cities to use websites solely for all legal notices; the city was already using its website for all legal notices.
- The issue had become personal and that was not productive.
- If council selected one paper over the other, whichever one was not selected would lose business and be upset. The city should solicit bids.
- More people were using internet and websites for information, job searches, projects out for bid, etc. Persons directly affected by zoning issues received a personal letter from the city.

Mr. Fine moved to instruct staff to put together a bid packet for advertising needs for next year and let both papers bid based on the cost per column inch; the motion died for lack of a second.

7. INFORMATION AND DISCUSSION:

7A. Budget and economic update.

Ms. Yarbrough gave the financial report year to date for the period ending October 31, 2015: general fund revenues totaled \$1,421,716 and expenditures \$1,698,297; water and sewer fund revenues totaled \$1,101,123 and expenditures \$604,538; hotel/motel fund revenues totaled \$87,396 and expenditures \$0; 11 permits for new residential construction and 0 for new commercial construction.

Mr. Parton noted the city was in the process of doing the final audit, but he provided a tentative departmental report and estimated \$950,000 revenue over expenditures for the end of FY2015. He noted the following: property tax came in \$184,000 below budget; sales tax increased \$197,000; permits and fees were \$131,000 above forecast; total \$604,000 interest and miscellaneous; and the city received a \$287,000 allocation from KPUB in a settlement agreement. He suggested that property tax collections be monitored as staff had noticed a decline in collections. Mr. Parton noted that following the audit, the council typically reviews projects and instructs staff on the allocation of surplus funds, if available. A budget workshop was planned for late January, early February.

Council discussed not finding ways to spend the surplus as in the past, rather, creating a plan to return surplus funds to the citizens.

8. ITEMS FOR FUTURE AGENDA

- Establish policy setting a clear deadline for accepting board applications as 5:00 Thursday prior to packet being prepared on Friday; applications that come in late do not give council sufficient time to conduct interviews.

- Organizers of the Veterans Day Parade requested a refund of the parade fee.

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Kerr Regional History Center exhibit honoring men and women who have served Our Nation opened today and runs through November 28.
- Veterans Day Parade, November 11 on Jefferson Street starting at 5 p.m. at Tivy and ending at the courthouse.
- Recognized the 240th birthday of the Marine Corps.
- November 21 holiday lighted parade, 6 p.m. on Water Street through downtown, followed by lighting ceremony at the courthouse.
- Police Department Blue Santa program, organized by the Kerrville Citizen Police Academy Alumni Association, accepting applications for families in need; applications due November 20.
- Only one regular meeting scheduled for December 8 due to holiday.

10. EXECUTIVE SESSION: None

12. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION: None.

ADJOURNMENT. The meeting adjourned at 8:28 p.m.

APPROVED: _____

ATTEST:

Jack Pratt, Jr., Mayor

Brenda G. Craig, City Secretary

Agenda Item:

4A. Resolution No. 03-2016 granting a conditional use permit for an approximate 0.83 acre tract of land, being Lots 7, 8, and 9, Block 74 of the Joseph A. Tivy Addition, a subdivision within the City of Kerrville, Texas, otherwise known as 1220 Jefferson Street, and located within an R-1A zoning district; permitting said property to enlarge the area of its non-conforming use by the construction of an additional 2,400 square feet to an existing structure; and making said permit subject to certain conditions and restrictions contained herein. (staff)

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

SUBJECT: Public hearing and consideration of resolution concerning a requested conditional use permit to enlarge a non-conforming use (by 2,400 square feet) beyond that which is permitted by the Zoning Code for an approximate .83 acres tract. Legal Description Block 74, Lots 7-9 Joseph A. Tivy Addition. Located at 1220 Jefferson Street North; northeast of Jefferson Street North, between Gilmer Street North and Ross Street North.

FOR AGENDA OF: February 9, 2016

DATE SUBMITTED: January 29, 2016

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager



EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item concerns a Public hearing and consideration of resolution concerning a requested conditional use permit to enlarge a non-conforming use (by 2,400 square feet) beyond that which is permitted by the Zoning Code

RECOMMENDED ACTION

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

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

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR AN APPROXIMATE 0.83 ACRE TRACT OF LAND, BEING LOTS 7, 8, AND 9, BLOCK 74 OF THE JOSEPH A. TIVY ADDITION, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, TEXAS, OTHERWISE KNOWN AS 1220 JEFFERSON STREET, AND LOCATED WITHIN AN R-1A ZONING DISTRICT; PERMITTING SAID PROPERTY TO ENLARGE THE AREA OF ITS NON-CONFORMING USE BY THE CONSTRUCTION OF AN ADDITIONAL 2,400 SQUARE FEET TO AN EXISTING STRUCTURE; AND MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN

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

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

SECTION ONE. A Conditional Use Permit is granted to permit the property described as follows to enlarge the area of its non-conforming use by constructing a larger structure on the property and subject to the provisions of this Resolution and other applicable City ordinances and regulations:

An approximate 0.83 acre tract of land, being Lots 7, 8, and 9, Block 74 of the Joseph A. Tivy Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and more commonly known as 1220 Jefferson Street and as more specifically described and depicted at Exhibit A;

hereafter referred to as "the Property."

SECTION TWO. The granting of the Condition Use Permit is pursuant to Section 11-I-16(h) of the Zoning Code of the City of Kerrville, Texas, as a non-conforming use is being enlarged beyond that which is permitted by the Zoning Code. Thus, the Conditional Use Permit only applies to the Property and the continued use of the Property as a non-conforming use is subject to Article 11-I-16 of the Zoning Code.

SECTION THREE. In addition to the use and development regulations currently applicable to the Property, the Property and its use is subject to the following additional use and development conditions and regulations:

- A. Site Plan:** The development of the Property must conform substantially to the site plan, which is attached as **Exhibit B**, which includes the depiction of the addition of 2,400 square feet to an existing structure, the area of said addition not to exceed 2,400 square feet.
- B. Hours of Operation:** The hours of operation for the primary use of day care services (general) is limited to the hours between 6:00 AM and 6:00 PM, Monday through Friday.
- C. Other Zoning regulations:** The regulations set forth in this Resolution are in addition to those set forth in Title 11, Chapter I of the Zoning Code of the City of Kerrville, as amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in Title 11, Chapter I of the Zoning Code of the City of Kerrville, as amended or superseded, the provisions of this Resolution will prevail.

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

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

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

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All that certain tract or parcel of land, lying and being situated in Kerr County, Texas and being Lots 7, 8 and 9, Block 74, J. A. Tivy Addition to the City of Kerrville, Kerr County, Texas, and being described by metes and bounds as follows, to-wit:

BEGINNING at a stake in the northeast line of Jefferson Street in Kerrville, Texas 100 feet N. 45 W. from the South corner of said Block No. 74;

THENCE N. 45 W. along said N. E. line of Jefferson Street, 173 feet to the west corner of this tract of land;

THENCE N. 45 E. 200 feet or more to the center line of said Block No. 74, for North corner of this tract of land;

THENCE S. 45 E. 173 feet for East corner of this tract of land;

THENCE S. 45 W. 200 feet or more to the place of BEGINNING. Being the same and identical property described in Deed dated November 5, 1973, from Douglas W. Mackenzie, Individually and as Independent Executor of the Estate of Julia Elizabeth Mackenzie Nyc, Deceased to James G. Childs and wife, Jewel H. Childs, and recorded in Volume 169, Page 119, Deed Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, easements, if any, affecting the above described property that are valid, existing and properly of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and

appurtenances thereto in anywise belonging unto the said grantee, its successors heirs and assigns

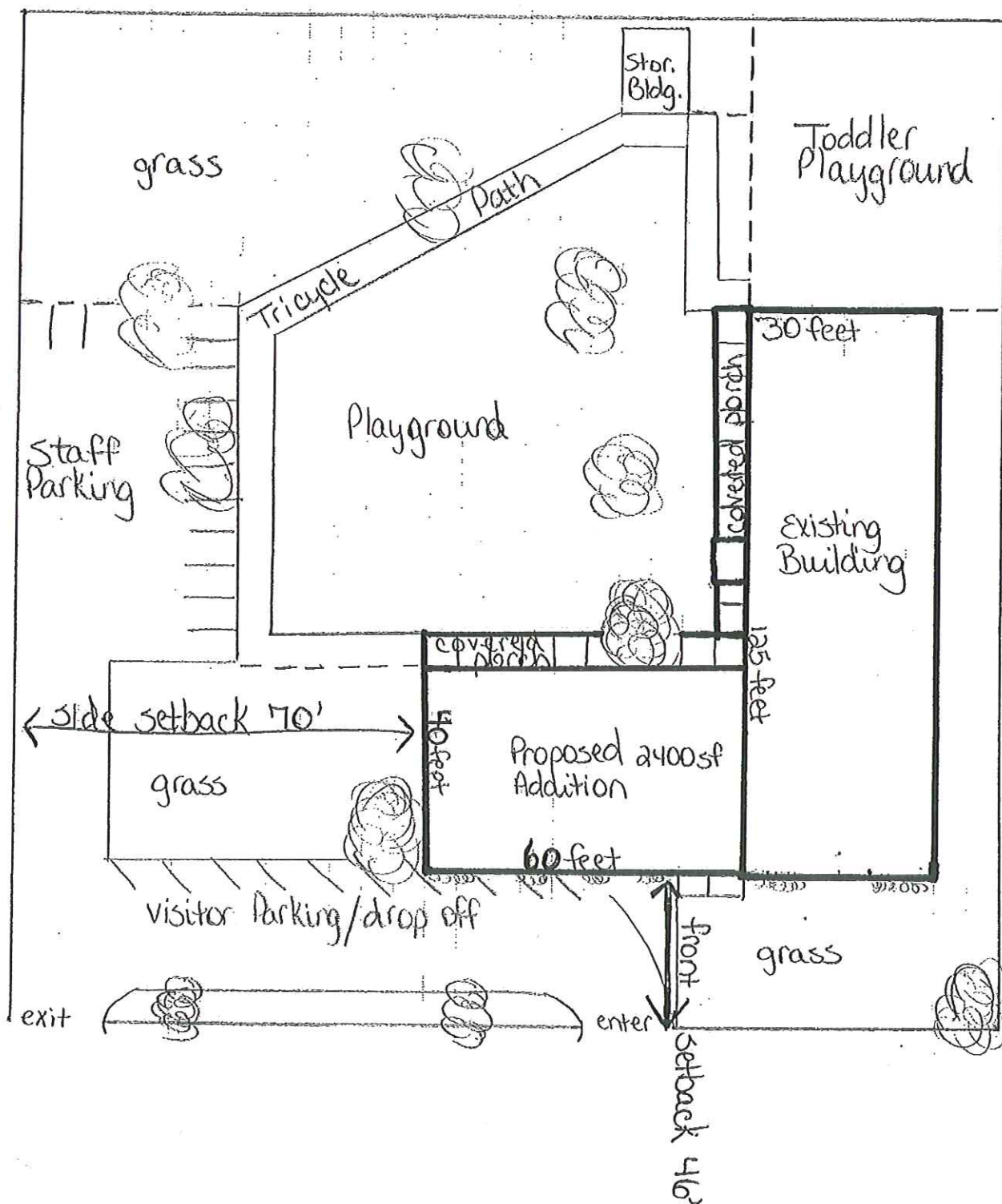
never; and we do hereby bind ourselves, our heirs, executors and administrators to

ARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

Exhibit B: Proposed layout/diagram





City of Kerrville Planning Department Report

To: Planning & Zoning Commission
Agenda Item: 4A
Planning File #: 2015-063
Hearing Date: January 21, 2016
Representative: Tanya Poe
Location: 1220 Jefferson Street
Legal Description: JA Tivy Subdivision Block 74 Lots 7, 8 & 9
Total Acreage: .83

Proposal

Requesting a conditional use permit to enlarge a non-conforming use (by 2,800 square feet amended to 2,400 square-feet) beyond that which is permitted by the Zoning Code.

Procedural Requirements

The application was published in The Hill Country Community Journal, an official newspaper of general circulation on January 6, 2016. Notices were sent to property owners within two hundred (200) feet of the subject property on January 11, 2016. Additionally, notice of this meeting was posted at city hall and on the city's internet website on January 15, 2016, in accordance with Section 551.043(a) of the Texas Government Code.

Recommended Action

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

Notices Mailed

Owners of Property within 200 feet: 30

Topography

The subject property is relatively flat with a few trees throughout the landscape. The subject property is predominantly developed.

Adjacent Zoning and Land Uses

Direction: North, South and East

Current Base Zoning: "R-1 A"

Current Land Uses: Single-Family Residential

Direction: West

Current Base Zoning: "RT"

Transportation

Thoroughfare: Jefferson Street North, North Street North, and Ross Street North

Existing Character: One lane in each direction with no sidewalks

Proposed Changes: None known

Thoroughfare: Aransas Street North

Existing Character: One lane in each direction with partial sidewalks

Proposed Changes: None known

Parking Information: Day Care

Minimum vehicle spaces: One (1) space for each employee, plus one (1) space for each 500 square feet. (Minimum number of parking spaces: 13 plus one (1) space for each employee).

Staff Analysis and Recommendation: Approval with conditions

1. Consistency:

Currently, the existing use is not permitted by right in the "R-1 A" zoning district. However, the existing daycare is considered a legal non-conforming use and has met all of the criteria in Chapter I, "The City of Kerrville Zoning Code" Article 11-I-16. The daycare use was established prior to the zoning ordinance being adopted (1997 and 1985) and has been in operation since 1976. Consistency in both the zoning district and the future land use plan is irrelevant regarding the subject property and the existing non-conforming use.

2. Adverse Impacts on Neighboring Lands:

The requested conditional use permit will have little impact on the surrounding properties. Although, the majority of the surrounding properties are zoned for low density residential there are various properties in close proximity with established commercial uses. The proposed expansion will have a minimal impact on the surrounding properties due to the longevity of the non-conforming use as a daycare.

3. Suitability as Presently Zoned:

The subject property is not suitably zoned. The "R-1 A" zoning district is geared toward low density residential development and not commercial uses. The proposed conditional use permit is not designed to change the status of the legal non-conforming use into a permitted right, but rather allow for the expansion of the legal non-conforming use in accordance with Chapter I, "The City of Kerrville Zoning Code" Article 11-I-16(h).

4. Health, Safety and Welfare:

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

5. Size of Tract:

The subject property is approximately .83 acres in size, which should be able to reasonably accommodate the expansion of the daycare.

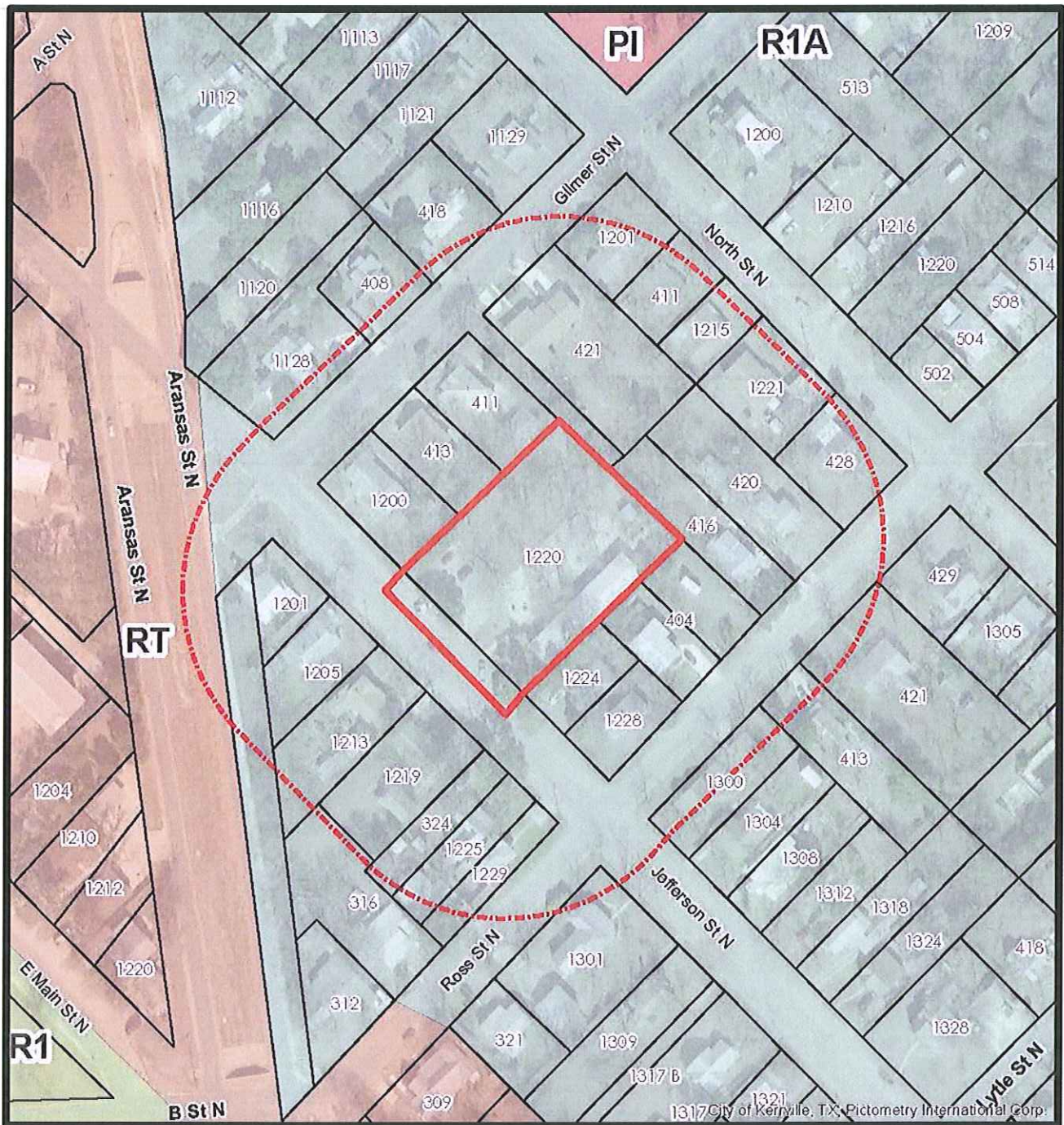
6. Other Factors:

The proposed conditional use permit meets all of the criteria in both Article 11-1-13 (Conditional Use Permits) and Article 11-1-16 (Non-Conforming Uses) of Chapter I, "The City of Kerrville Zoning Code".

The proposed expansion will be required to fully comply with all applicable codes, regulations and ordinances.

Staff recommends approval with the following conditions:

- Hours of Operation: Monday-Friday 6:00 a.m. – 6:00 p.m.



Conditional Use Permit Location Map

Case 2015-063

Location:
1220 Jefferson St

Legend

200' Notification Area
Subject Properties
Current Zoning

TEXT



0 50 100 200
Scale in Feet

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

Agenda Item:

5A. Resolution No. 04-2016 of the City Council of the City of Kerrville, Texas supporting the proposed Saralita Senior Village housing community for senior citizens; approving an application for low income housing tax credits to finance such project; providing an in kind contribution for such project and providing an effective date. (staff)

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

SUBJECT: Resolution expressing support and commitment for the application of Oryx Development, to the Texas Department of Housing and community Affairs for affordable housing tax credits; and for a maximum of \$100 in kind contribution in fee waivers for the Saralita Senior Village located on the east side of Highway 16, between Southway Drive South and Ranchero Road South.

FOR AGENDA OF: February 9, 2016

DATE SUBMITTED: January 29, 2016

SUBMITTED BY: Trenton Robertson
City Planner
on behalf of Blake Rue

CLEARANCES: Kristine Day 
Deputy City Manager

EXHIBITS: Letter of Request, Resolution
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

The City of Kerrville has received a request from Oryx Development for the City's support of the development of the Saralita Senior Village located on the east side of Highway 16, between Southway Drive South and Ranchero Road South through available tax credits with the Texas Department of Housing and Community Affairs. To ensure the success of the housing tax credit application, Oryx Development is requesting a resolution for a commitment of development funding for a maximum of \$100 in kind contribution in fee waivers. This commitment of funding by the City to the Project will comply with all requirements of the TDHCA in order for the Applicant to qualify for the maximum points for the project.

RECOMMENDED ACTION

Consider and take action on attached resolution.

Blake A. Rue

P.O. Box 302663
Austin, Texas 78703

January 18, 2016

City of Kerrville
Attn: City Council Members
701 Main Street
Kerrville, Texas 78028

Re: Saralita Senior Village – Resolution of Support and \$100 In Kind Contribution

Council Members:

I respectfully request your consideration on the Tuesday, February 9th Council meeting of a resolution of support and a commitment of a maximum of \$100 in kind contribution in fee waivers for the Saralita Senior Village's (the "Project") application for affordable housing tax credits to the Texas Department of Housing and Community Affairs. The Saralita Senior Village consists of two phases. The first phase of the Project includes 36 senior units of which 31 will be considered affordable and benefit from an allocation housing tax credits. Phase two would include approximately 124 market rate senior units. Total investment into the Kerrville community would be over \$16 million. We have been working with our neighbors in the Riverhill community on height, density and setbacks and we anticipate continuing to work with our neighbors in the future as we finalize site plans. Below is a list of basic entitlements for the Project site compared to what we propose with the Saralita Senior Village.

	<u>20 Acre Site Entitlements</u>	<u>Proposed Saralita Senior Village</u>
Parking	2 spaces/unit	Approx 1.25/unit
Multifamily Units	480 -580 units	Up to 160 units
Height	NA	2 story max w/ one story casitas
Impervious Cover Limits	NA	Low density preserves green space
Side Building Setback (Riverhill)	10 feet	50 feet
		Maintain vegetative buffer

I ask that you pass the attached resolution of support and in kind contribution for the Saralita Senior Village. Should you have any questions regarding the Project please do not hesitate to contact me.

Kindest Regards,

A handwritten signature in blue ink, appearing to read "Blake R", with a horizontal line underneath.

Blake A. Rue

Managing Member

Oryx Development

Ph: 512-294-4017

Email: Blake@Rueinvestments.com

Enclosures

Saralita Senior Village Summary

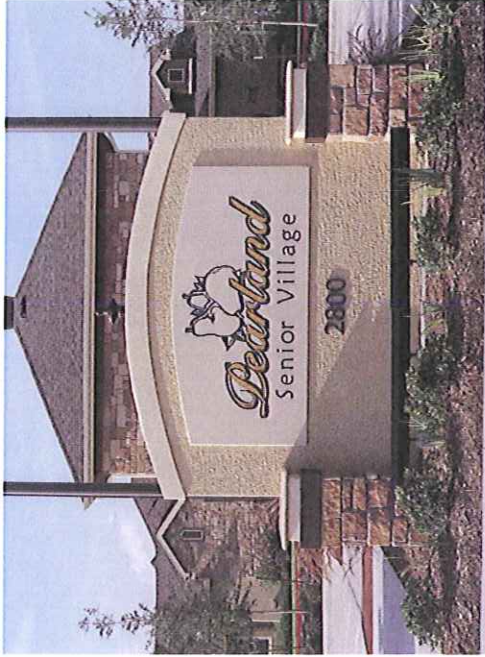
Resolution of Support and In Kind Contribution

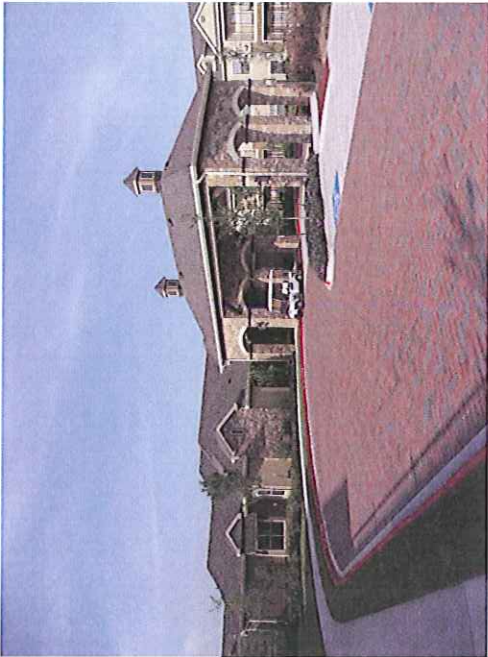
Proposed Letter of In Kind Contribution

SARALITA SENIOR VILLAGE PROJECT

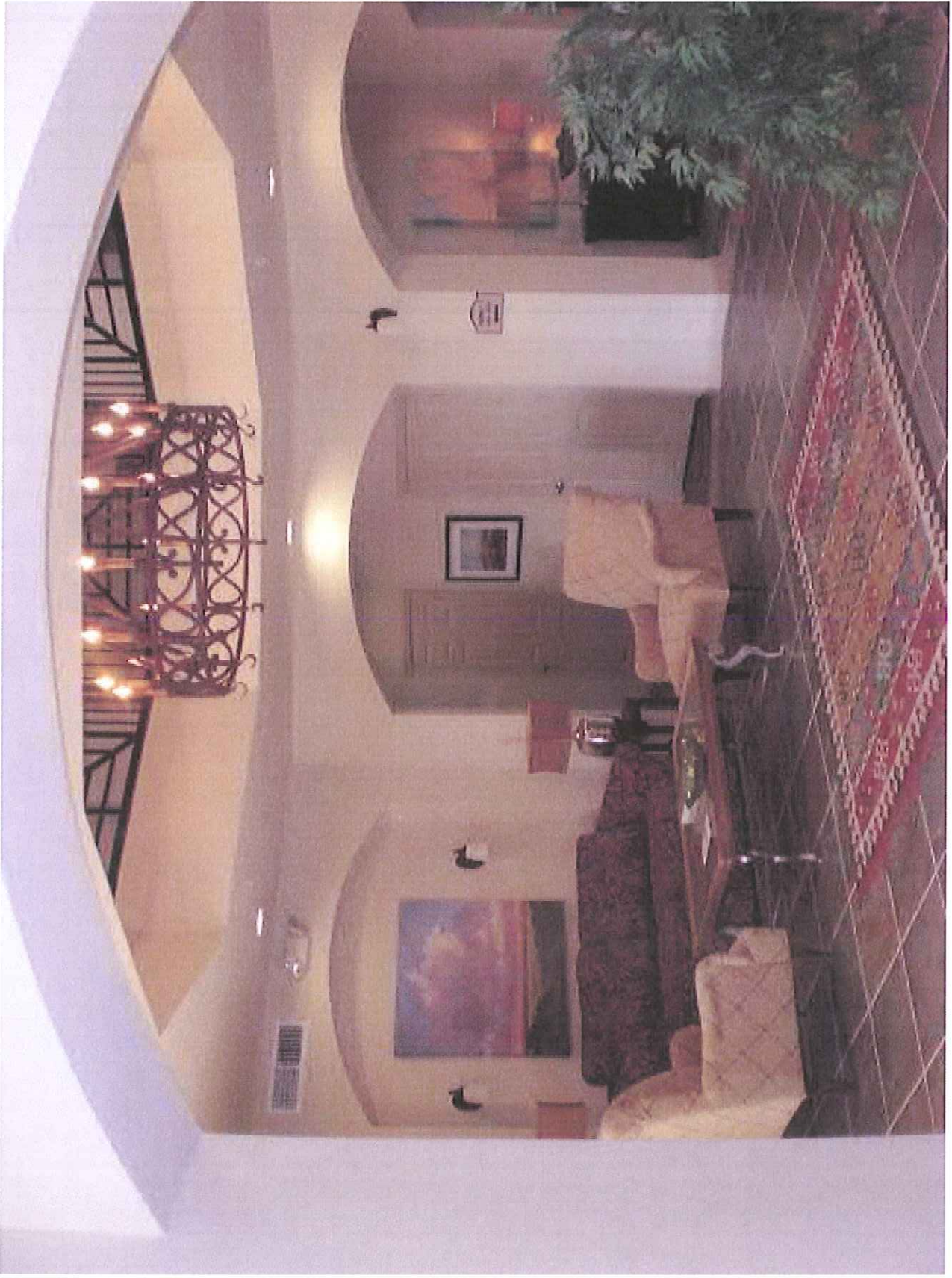
Oryx Development, LLC
3404 Kerbey Lane
Austin, Texas 78703
512-294-4017

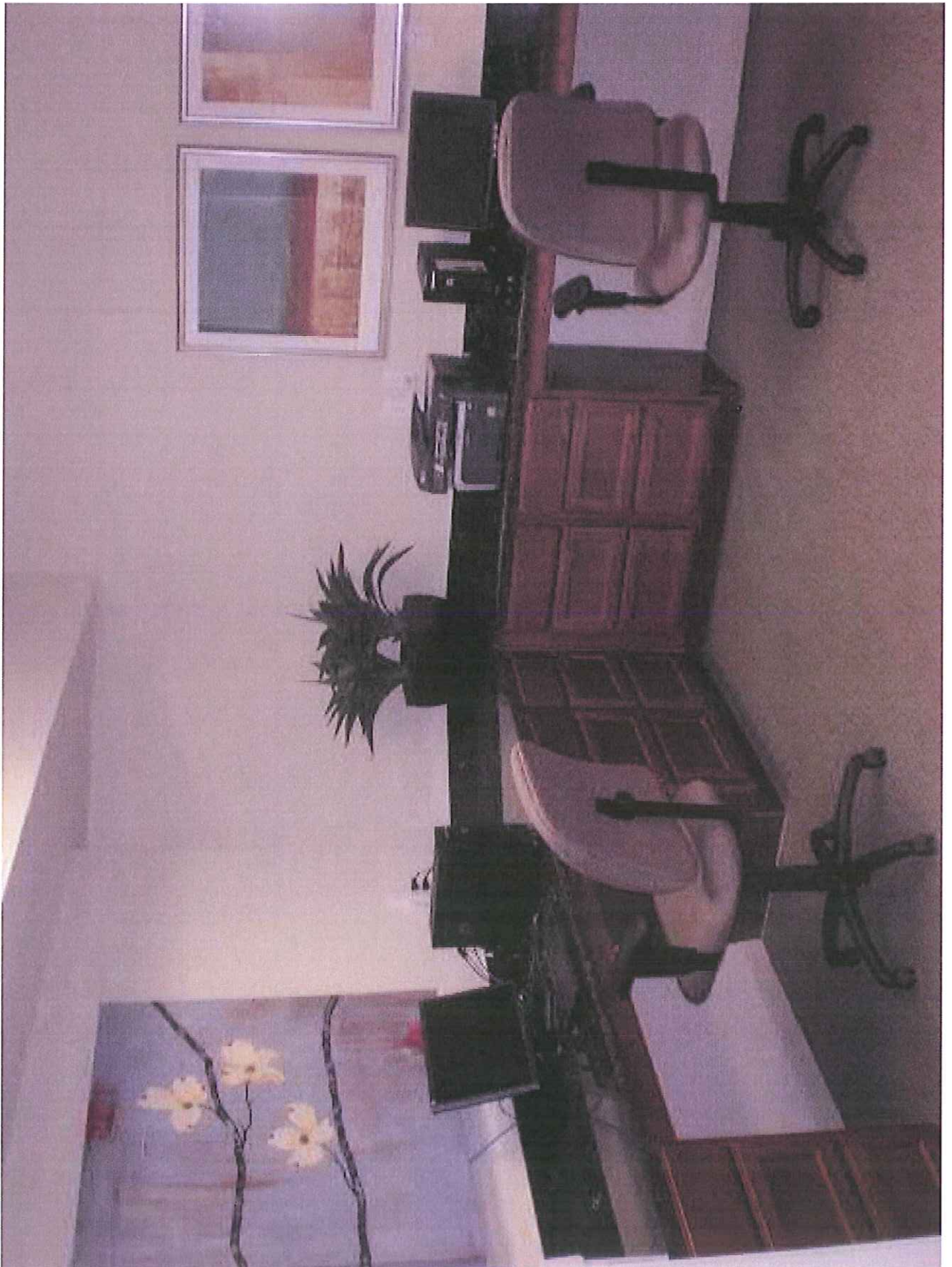
PREVIOUS PROJECTS













PROJECT PROFILE

SARALITA SENIOR VILLAGE

PROJECT SUMMARY

Project: Oryx Development, LLC ("Oryx") proposes to develop **up to 160 units** of multifamily senior housing in Kerrville ("City"), Texas on approximately 20 acres which is a portion of a site known as Villa Saralita located on State Highway 16 near where it meets 173 ("Property"). Funding would be accessed through private sources, traditional bank financing, the Texas Department of Housing and Community Affairs housing tax credit program and the Federal HOME program.

Neighborhood & Community Support: It is our goal to work closely with the local community, city officials and state representative Andrew Murr, to develop a high quality and much needed senior mixed income housing project. Included in our project are amenities and coordinated activities that enhance the lives of our senior residents. Our management team has a proven track record of creating positive projects that are lasting community assets.

Investment Amount: Working with private, local and state entities an estimated **\$16mm – 18mm** will be invested to develop a class A senior mixed income housing project. The funding process is estimated to take 14 months. Development of the project would commence in the Spring of 2017.

Property Entitlements: Site entitlements vs the proposed Saralita Senior Village

	<u>20 Acre Site</u>	<u>Saralita Senior Village</u>
Parking	2 spaces/unit	Approx 1.25/unit
Multifamily Units	480 -580 units	Up to 160 units
Height	NA	2 story max w/ one story casitas
Impervious Cover Limits	NA	Preserves significant green space
Side Building Setback (Riverhill)	10 feet	50 feet
		Maintain vegetative buffer

Unit Amenities: Typically our projects include the following Unit Amenities:

- A. Covered entries
- B. Full kitchen and appliances
- C. Ceiling fans in living room and bedrooms
- D. Covered entry
- E. Elevator served multistory units (Senior facilities)
- F. 9' ceilings
- G. Cable, telephone and high speed internet connections
- H. Thirty (30) year shingle or metal roofing
- I. 100% masonry on exterior
- J. 14 SEER HVAC (or greater)

Project Amenities: Typically our projects include the following Project Amenities:

- A. Clubhouse
- B. Leasing center
- C. Full-time manager, maintenance personnel plus events coordinator
- D. Fitness Center

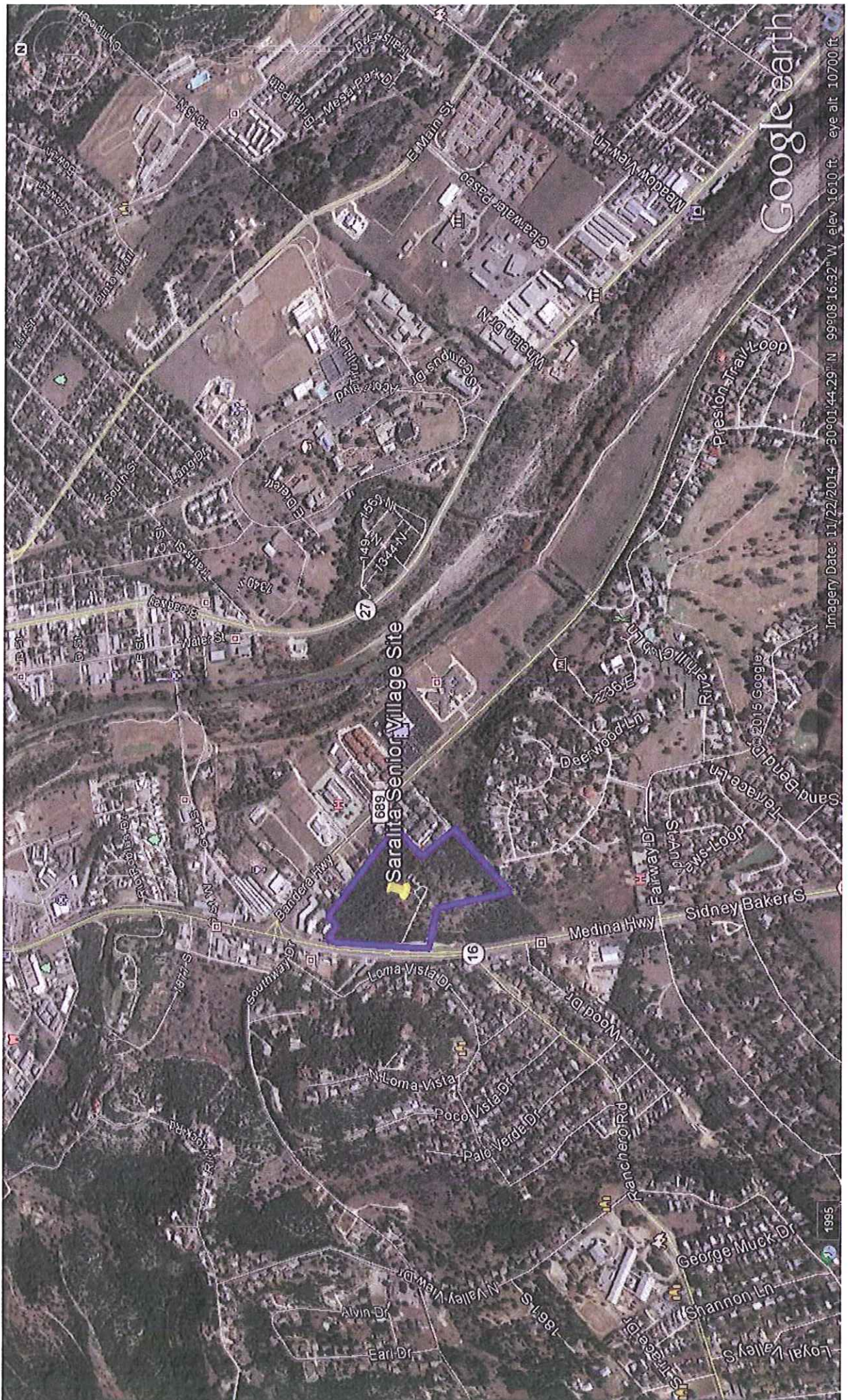
- E. Crafts Room
- F. Community Dining Area
- G. Salon
- H. Game Room
- I. Community garden
- J. Business center or equipped computer learning center

Past Projects:

Please visit www.thebrownstonegroup.net

SITE LOCATION AND CONCEPTUAL SITE PLAN

(SUBJECT TO CHANGE)



Google earth

Imagery Date: 11/22/2014 30°01'44.29" N 99°08'16.32" W elev 1610 ft eye alt 10700 ft

Saralita Senior Village Site

689

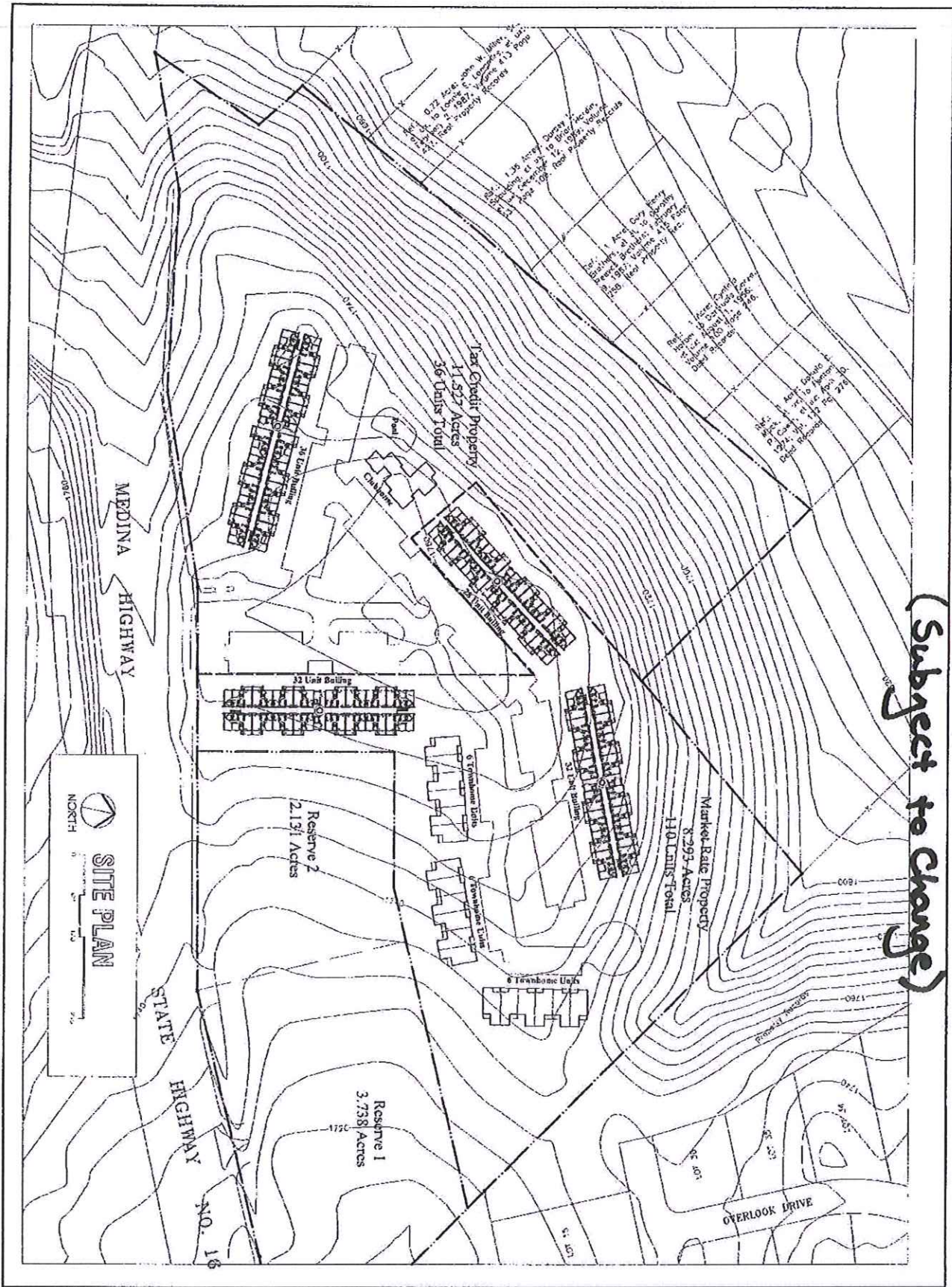
19

27

1995

Conceptual Site Plan

(Subject to Change)



SHEET NO. A2-1	DATE: _____	Saralita Senior Village Kerrville, Texas	BROWNSTONE ARCHITECTS & PLANNERS, INC. 6517 MAPLERIDGE HOUSTON, TEXAS 77061 (713) 432-7727	
	PLAN NO. _____			
REVISIONS: _____ _____ _____				

DEVELOPMENT TEAM

DEVELOPMENT TEAM

PRINCIPAL: *Blake A. Rue, Oryx Development, LLC, Austin, Texas*

Blake holds a BBA in finance with a concentration in accounting from the University of Texas at Austin (1996) where he was a letterman and team captain of UT Tennis Team. After graduation, Blake successfully passed all four parts of the CPA examination before he attended Baylor School of Law (1999) where he was selected to the Baylor Law Review. Blake is a licensed attorney in the state of Texas since 2000 and has invested in and developed real estate projects since 2001. Blake started by working for central Texas family office where he participated in the development of over \$60m of custom homes and over \$25m in residential lots. In 2007 Blake co-founded Oryx Development where he has used his legal, financial and development expertise to structure and close transactions involving the development of over \$150mm in commercial and residential real estate projects involving federal, state and private funds.

PRINCIPAL: *Britt H. Benton, Oryx Development, LLC, Austin, Texas*

Britt graduated from the prestigious St. Johns High School in Houston, Texas before obtaining a liberal arts degree from the University of Texas at Austin in 1991. Britt has been active in commercial real estate and development since 1994 starting with Transwestern Commercial Services. At Transwestern he was a key member of the investment sales team that sold over \$100mm of income properties in one year. From 1999 to 2006 Britt was Vice President of Crosswell Torian Commercial Properties in Houston. As a top producer, he worked with a variety of individual investors, landowners, and companies including; Krispy Kreme Doughnuts, The Houston Museum of Natural Science, Centex Homes, DR Horton Homes, Camden Property Trust, and The Hanover Company. In 2006 Britt founded Oryx Commercial properties, a commercial real estate brokerage firm based in Austin, Texas. In 2007 Britt co-founded Oryx Development where he has used his experience and skills to help originate and finance the development of over \$150mm in commercial real estate projects involving federal, state and private funds. Britt's 20 years of experience working with investors, developers, and commercial enterprises, provide a valuable network of relationships throughout Texas.

GENERAL CONTRACTOR: *Brownstone Group, Houston, Texas*

See Attached Brownstone Construction Brochure

For more information on Brownstone, please go to www.thebrownstonegroup.net

ATTORNEY: *Coats-Rose, Affordable Housing Law, Houston, Texas*

The firm's Affordable Housing Group showcases their attorneys' extensive experience in affordable and public housing acquisition, rehabilitation and development. Coats Rose has one of the largest groups of lawyers dedicated to affordable housing in the state of Texas as well as throughout the southwest region, representing both for-profit and non-profit developers. Coats-Rose also represents public housing authorities in the development, redevelopment and renovation of housing with their attorneys implementing a variety of financing techniques, including HOPE VI financing, low income housing tax credits, private activity tax-exempt bonds, 501(c)(3) tax-exempt bonds, investment syndications and conventional financing.

For more information about Coats Rose please visit their website at www.coatsrose.com

PROPERTY MANAGEMENT: *UAH Property Management, L.P. Dallas, Texas*

UAH Property Management is a full service real estate management company dedicated to providing its client property owners a personalized, high-quality property management service that focuses on strict compliance to policies and procedures to ensure a successful and well run community. UAH currently manages properties in Texas, Arkansas, Louisiana, New Mexico, Colorado, Missouri, South Carolina, Oklahoma, Mississippi, and Michigan. UAH maintains a competitive advantage over others in the industry through innovation, attention to details, responsiveness to our owners and residents, and sound fiscal and physical operation of each managed community.

ENVIRONMENTAL CONSULTING: *ECS, LLP Austin, Texas*

A recognized local, regional and national leader in environmental compliance and consulting, ECS utilizes sound environmental techniques to create innovative solutions and cost-savings options for even the most challenging environmental problems. ECS's knowledge of local conditions and regulations helps them develop cost effective and timely solutions for their clients.

For more information on ECS, LLP please visit their website at: www.ecslimited.com

ARCHITECT: *Brownstone Architects and Planners, Inc. Houston, Texas*

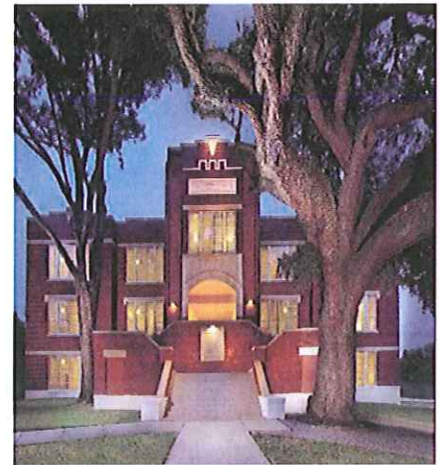
See Attached Brownstone Construction Brochure

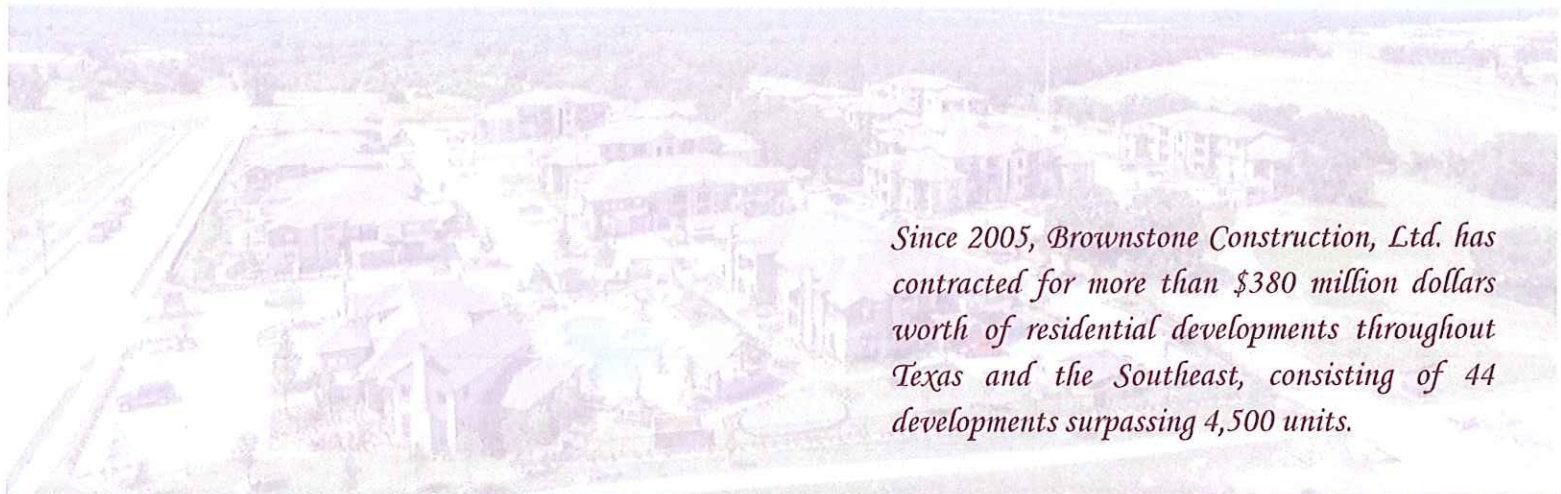
For more information on Brownstone, please go to www.thebrownstonegroup.net



Brownstone Construction, Ltd.

*Residential
Communities*

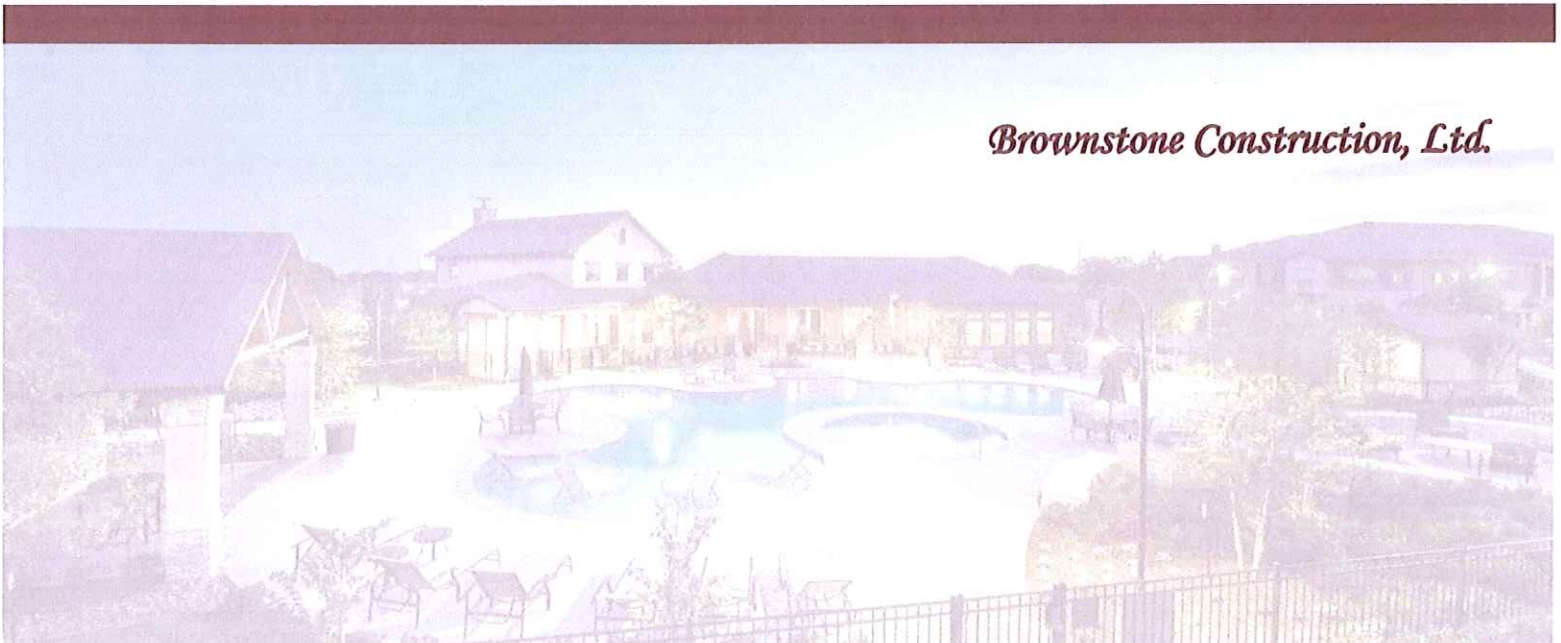




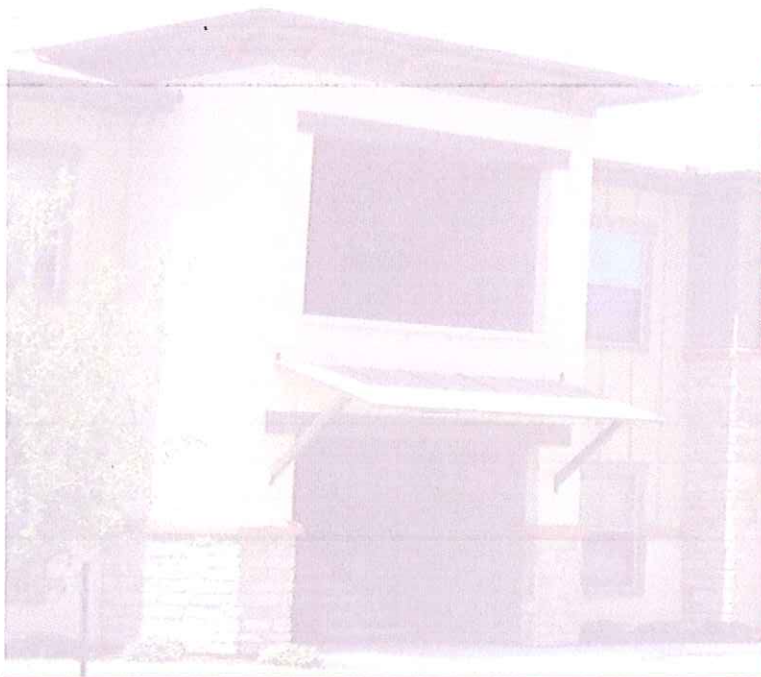
Since 2005, Brownstone Construction, Ltd. has contracted for more than \$380 million dollars worth of residential developments throughout Texas and the Southeast, consisting of 44 developments surpassing 4,500 units.



OUR COMPANY



Brownstone Construction, Ltd.



President

William L. Brown was born and raised in Midland, Texas. He graduated from Midland High School, received his Bachelor of Arts Degree in Architecture from the University of Arizona in 1966, and his Masters of Architecture from Rice University in 1967. In 1971 William L. Brown ("Bill") formed his first real estate company. Over the past 40 years Bill's affiliated companies have planned, developed and constructed over 11,000 housing units. Mr. Brown's combined expertise as an architect, planner and builder has created a pleasurable blending of architectural design, sensible land planning, landscaping, and utilization and preservation of natural environments.



Vice President

Jed A. Brown joined the Brownstone companies in June of 2007 after working for a mixed-use development company in Laredo, Texas for nearly 15 years. Jed offices in Laredo, and spends much of his time overseeing projects throughout central and south Texas. His focus is on site development planning for single and multi-family residential along with commercial development. Jed has taken the lead for Brownstone on abatement and demolition projects as well as Brownstone's marketing and public relations. Jed received his Bachelor of Arts in Marketing from the University of Texas at Austin in 1991. He completed graduate business school level courses in marketing, management and finance at Laredo State University (now known as Texas A&M International University) during 1991 and 1992 before entering the workforce on a full-time basis in 1993. A veteran in real estate development and construction, prior to joining Brownstone Jed was the project manager for commercial offices, industrial warehouses and residential homes. He was also the project manager on over a dozen subdivisions including hundreds of acres and lots.



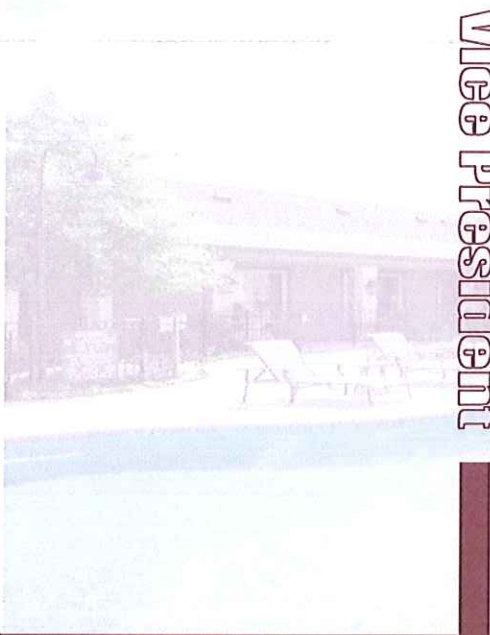
Vice President

***Doak D. Brown** joined the Brownstone team on a full time basis in 2009. He is responsible for legal, development and finance matters for the Brownstone companies. Doak came to the Brownstone companies from the law firm of Campbell & Riggs, P.C. in Houston, where he was a shareholder specializing in transactional real estate law. He was Brownstone's outside counsel for many years and was involved in all facets of the Brownstone companies' real estate transactions. Doak received his Bachelor of Arts in Economics from the University of Texas at Austin in 1995 and his Doctor of Jurisprudence from the University of Houston Law Center in 1999. He was licensed to practice law in the State of Texas in 1999. Doak is a member of the real estate section of the Texas State Bar.*



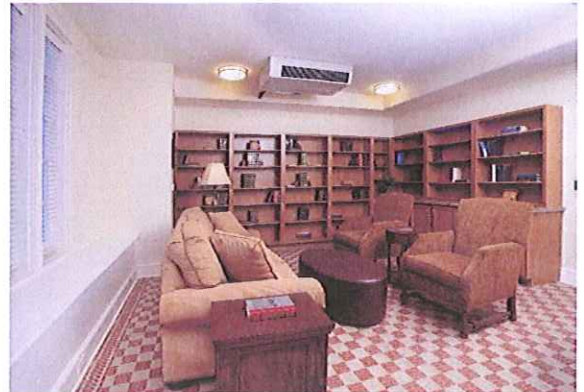
Vice President

***Wil C. Brown** brings his expertise in construction management to the Brownstone Group. Wil earned his Bachelor of Science in Construction Science from Texas A&M University in 2000. Wil spent four years working with national development companies that specialized in multi-family housing. During those years, he supervised the construction of over 1,000 units, and managed all aspects of the construction process. In 2005, Wil joined Brownstone with the goal of merging his construction knowledge with the skills and experience of his partners. Wil's acumen in the construction industry has served Brownstone well and he has supervised the construction of over 21 projects. While Wil is increasingly involved in the development aspects of Brownstone's multi-family business, he continues to focus his skill and energy primarily on maintaining the construction excellence that others have come to expect from Brownstone.*



Vice President

Jeremy Mears brings more than 17 years of successful real estate, construction, and development experience to the Brownstone companies. In 1996, Jeremy earned his Bachelor of Science in Construction from the University of Louisiana at Monroe. Jeremy spent the first eight years of his career working with national luxury multi-family developers throughout Dallas, Austin, and San Antonio. During these years Jeremy specialized in Construction Management and Estimating for over 3,000 apartment units. In 2004, Jeremy started his own company called Mears Development. This company worked in the development and construction of new communities, and also the rehabilitation of existing apartment communities throughout Texas. In 2006, he joined forces with the Brownstone companies to focus on townhome and single-family developments in San Antonio. Recently, Jeremy opened an office for the Brownstone companies in Monroe, Louisiana to focus on multi-family development and construction in Louisiana, Mississippi and other nearby states. This office will be focusing on market rate multi-family developments and affordable multi-family developments financed by housing tax credits and historic tax credits.



Finance Specialist

Leslie Holleman is an independent consultant specializing in the development and financing of multi-family housing. Leslie handles all facets of development financing, including but not limited to project feasibility analysis, budget preparation, interface with debt and equity partners, draw administration and partnership accounting services. Prior to her consulting career, she worked in the banking industry for 15 years and also with the Texas Department of Housing and Community Affairs as the Manager of Real Estate Analysis. From 1997 to the present, Leslie has assisted in securing financing for over forty developments.

Residential Communities Since 2005

UNDER CONSTRUCTION

Canton Village (80 Units) Canton, TX

Cibola Crossing (236 Units) Laredo, TX

Austin Village (30 Units) Bastrop, LA

La Esperanza Del Rio (60 Units) Rio Grande City, TX

La Esperanza Del Alton (80 Units) Alton, TX

Preston Apartments (40 Units) Magnolia, AR

Sunset Terrace Senior Village (80 Units) Pharr, TX

PRE DEVELOPMENT

Madison Oaks (60 Units) Winnsboro, TX

Henderson Village (80 Units) Henderson, TX

Canton High Apartments I and II (80 Units) Canton, MS

Casa Verde (152 Units) Laredo, TX

Pasadena (294 Units) Pasadena, TX

COMPLETED

San Diego Creek Apartments (72 Units) Alice, TX

San Gabriel Senior Village (100 Units) Georgetown, TX

Easterling Village (48 Units) Alice, TX

Thomas Nink Senior Village (80 Units) Victoria, TX

Retama Village (128 Units) McAllen, TX

Gulfbreeze Plaza II (148 Units) Port Arthur, TX

Bluebonnet Senior Village (36 Units) Alamo, TX

Retama Village Phase II (74 Units) McAllen, TX

Sunset Terrace (100 Units) Pharr, TX

Bluffs Landing Senior Village (144 Units) Round Rock, TX

Gulfbreeze Plaza I (86 Units) Port Arthur, TX

Creekside Villas (144 Units) Buda, TX

Villas at Beaumont (36 Units) McAllen, TX

Pearland Senior Village (126 Units) Pearland, TX

Parkview Terrace (100 Units) Pharr, TX

Heights at Corral (80 Units) Kingsville, TX

Belmont Senior Village (192 Units) Leander, TX

Citrus Gardens (148 Units) Brownsville, TX

Casa Ricardo (60 Units) Kingsville, TX

Merrit Lakeside (176 Units) Schertz, TX

Shiloh Crossing (156 Units) Laredo, TX

Braeburn Village (140 Units) Houston, TX

Gary Street Village (35 Units) Winnsboro, LA

Aeolian Senior Apartments (60 Units) Vicksburg, MS

Blooms Apartments (30 Units) Tallulah, LA

The Reserve at Traditions (240 Units) Bryan, TX

Merritt Legacy (208 Units) Leander, TX

Carr Central Apartments (72 Units) Vicksburg, MS

Gulf Coast Arms (160 Units) Houston, TX

Elm Street Village (34 Units) Tallulah, LA

River Bank Village (152 Units) Laredo, TX



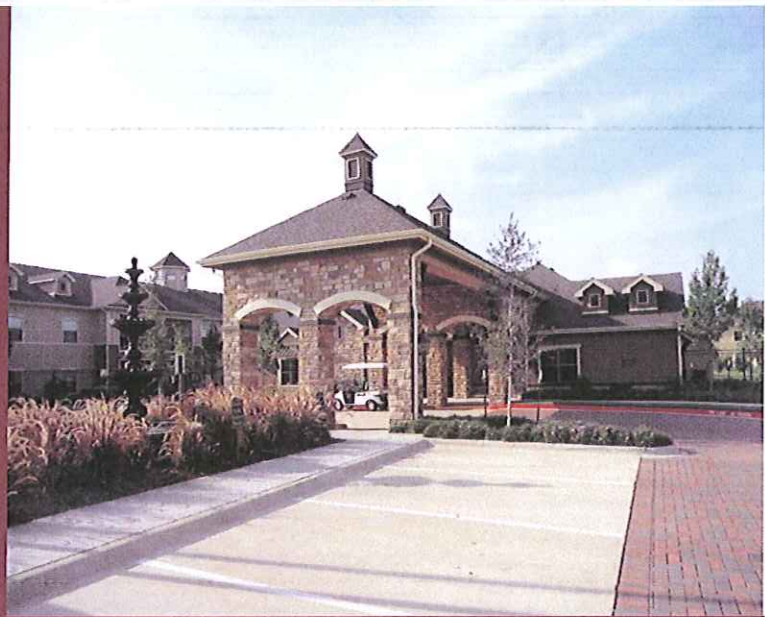


San Gabriel Senior Village (100 Units) Georgetown, TX / Completed 2007 (9% LIHTC)



**Brown
stone**





Pearland Senior Village (126 Units) Pearland, TX / Completed 2011 (9% LIHTC)




Brown
stone





Creekside Villas Senior Village (144 Units) Buda, TX / Completed 2011




Brown
stone





Bluebonnet Senior Village (36 Units) Alamo, TX / Completed 2009 (9% LIHTC)



Brownstone





Bluff's Landing Senior Village (144 Units) Round Rock, TX / Completed 2009




Brown
stone



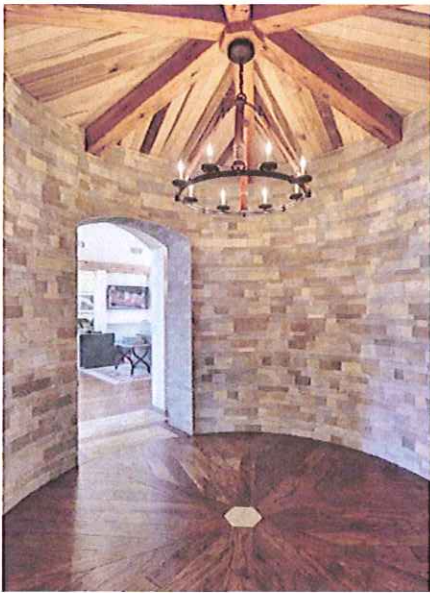


Aeolian Senior Apartments (60 Units) Vicksburg, MS / Completed 2013 (Historic Rehab)




Brown
stone





**Brown
stone**

www.thebrownstonegroup.net



Contact

Doak Brown
TX Home Office
6517 Mapleridge
Houston, TX 77081
(713) 432-7127 / office
(713) 432-0120 / fax
doak@thebrownstonegroup.net

Jeremy Mears
LA and MS Regional Office
1000 Louisville Avenue
Monroe, LA 71201
(318) 855-5215 / office
(318) 855-5662 / fax
jeremy@thebrownstonegroup.net



RESOLUTION

NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERRVILLE, TEXAS SUPPORTING THE PROPOSED SARALITA SENIOR VILLAGE HOUSING COMMUNITY FOR SENIOR CITIZENS; APPROVING AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO FINANCE SUCH PROJECT; PROVIDING AN IN KIND CONTRIBUTION FOR SUCH PROJECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, SARALITA SENIOR VILLAGE, LTD. and its affiliates (the "Applicant") propose to build an affordable housing development with up to 40 residential units (the "Housing") in the City of Kerrville, to house senior citizens; and

WHEREAS, the Housing is expected to be located at 1335 Medina Highway East and is expected to be named "Saralita Senior Village"; and

WHEREAS, the Applicant has submitted a pre-application (TDHCA No.16164) and proposes to submit a final application for financing for the Housing, including Competitive 9% Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs; and

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

SECTION ONE. The City Council of the City of Kerrville hereby confirms its support for the development and construction of the Housing described above and that this formal action has been taken to put on record the opinion expressed by the City on this date.

SECTION TWO. The City Council of the City of Kerrville hereby approves the Applicant's application for Tax Credits from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits for the Housing pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

SECTION THREE. As provided in 10 Texas Administrative Code §11.3(b), it is expressly acknowledged and confirmed that the City of Kerrville has more than twice the state average of units per capita supported by Tax Credits or private activity bonds and this City Council has voted specifically to approve construction of the Housing and to authorize an allocation of Tax Credits for the Housing pursuant to Texas Government Code §2306.6703(A)(4).

SECTION FOUR. In accordance with 10 Texas Administrative Code §11.9(d)(2), the City hereby commits to an in-kind contribution to the Housing in the form of an in-kind contribution such as a fee waiver, grant or contribution of other value for the benefit of the Housing.

SECTION FIVE. For and on behalf of the City Council, **[name, position of authorized person]** is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

SECTION SIX. This Resolution shall become effective immediately upon its passage.

[Signature page follows]

PASSED AND APPROVED this ____ day of _____, 2016 at a Regular Meeting of the
City Council of the City of Kerrville, Texas.

CITY OF KERRVILLE

By: _____
_____, Mayor

ATTEST:

_____, City Secretary

CITY OF KERRVILLE LETTERHEAD

February ____, 2016

Saralita Senior Village, Ltd.
Attn: Mr. Blake Rue
3404 Kerbey Lane
Austin, Texas 78703

Re: Saralita Senior Village – Commitment of Development Funding

To Whom It May Concern:

The City of Kerrville hereby agrees to provide Saralita Senior Village, Ltd. a loan, grant, reduced fees or contribution of other value in the amount of \$100.00 for the benefit of Saralita Senior Village.

Sincerely,

By: _____
Name: _____
Title: _____

COPY

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERRVILLE, TEXAS SUPPORTING THE PROPOSED SARALITA SENIOR VILLAGE HOUSING COMMUNITY FOR SENIOR CITIZENS; APPROVING AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO FINANCE SUCH PROJECT; PROVIDING AN IN KIND CONTRIBUTION FOR SUCH PROJECT AND PROVIDING AN EFFECTIVE DATE.

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SECTION FIVE. For and on behalf of the City Council, [name, position of authorized person] is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

SECTION SIX. This Resolution shall become effective immediately upon its passage.

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

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

5B. Professional services agreement with Peter Lewis Architect + Associates, PLLC for design and construction administration of the indoor athletic facility in an amount not to exceed \$161,000.00. (staff)

SUBJECT: Authorize the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for design and construction administration of the indoor athletic facility in an amount not to exceed \$161,000.00.

SUBMITTED BY: Kristine Day  **CLEARANCES:** Todd Parton
Deputy City Manager City Manager

AGENDA MAILED TO:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$202,250.00	\$2,108,720.85	\$2,119,233.36	G88

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

At the January 26, 2016 meeting, the City Council approved the budget appropriate for the design and construction administration of the indoor athletic facility.

Staff has worked with Peter Lewis Architect + Associates to scope the design and construction administration services for the indoor athletic facility at the new athletic complex. The proposal is for an amount not to exceed \$161,000.00.

Authorize the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for design and construction administration of the indoor athletic facility in an amount not to exceed \$161,000.00.

PROFESSIONAL SERVICES AGREEMENT

[FIRM: Peter Lewis Architect + Associates | PROJECT-SERVICES: Athletic Complex Field House]

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

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

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

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT’S SERVICES

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

II. CONSULTANT’S RESPONSIBILITIES

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

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

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

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

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

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

III. CITY'S RESPONSIBILITIES

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

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

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

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

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

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Payment Schedule, attached hereto and incorporated herein as **Exhibit A**. The amount will not exceed **\$\$161,780.00**.

V. TIME FOR PERFORMANCE

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

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

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

VI. DOCUMENTS

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

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

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

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

VII. TERMINATION

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

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

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

VIII. INSURANCE

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

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

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

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

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

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

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

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

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

A. CONSULTANT shall protect, indemnify, and hold harmless CITY, its officers, agents, servants, and employees, hereinafter individually and collectively referred to as "Indemnitee(s)", from and against suits, actions, claims, losses, liability, or damage of any character and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages, or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of CONSULTANT, its officers, employees, servants, agents, or subcontractors, or anyone else under CONSULTANT's, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of the Services, or from conditions created by the performance or non-performance of said work. In the event one or more of the Indemnites 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:

Exhibit A Scope of Services

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

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

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

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

OWNER
THE CITY OF KERRVILLE

CONSULTANT
PETER LEWIS, ARCHITECT + ASSOCIATES

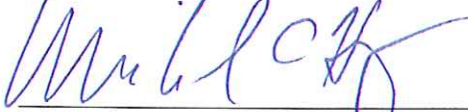
BY: _____
NAME/TITLE: Todd Parton,
CITY MANAGER

BY: _____
NAME/TITLE _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



PETER LEWIS
ARCHITECT + ASSOCIATES

EXHIBIT "A"

January 6, 2016

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

RE: Athletic Complex Field House
Kerrville, Texas

Dear Kristine:

Thank you for the continuing opportunity to be of service to the City of Kerrville. Based on discussions to date and the attached Concept Plan, I have put together a Work Scope and Professional Services Fee Schedule for your consideration. The structure will be a fully sprinklered, 32,000 SF +/-, Pre-Engineered Metal Building (PEMB) with metal roof and prefinished metal and masonry exterior veneer.

I. Work Scope

- A. New Athletic Complex Field House
 - 1. Single story: 32,000 SF +/-
 - a. Pre-engineered metal building
 - 2. 2,000 SF of walled-off, finished out space designed for Pro Shop, Offices, Family Restroom, Parent Observation Area and Party Room
 - 3. Umpire Locker Room
 - 4. Men's & Women's Restrooms
 - 5. Indoor Baseball Field
- B. Concession Stand
- C. Mechanical/Electrical Room w/ Fire Sprinkler Riser Room

II. Scope of Basic Services

- A. Meet with City of Kerrville Staff and DBat Facility representatives, as required.
- B. Schematic Design Services (SD)
 - 1. Site Plan
 - 2. Floor Plan
 - 3. Exterior Elevations
 - 4. Preliminary Statement of Probable Construction Cost
- C. Construction Document Services (CD)
 - 1. Civil Engineering: Hewitt Engineering, Inc.
 - 2. Architectural: Peter Lewis Architect + Associates, PLLC
 - 3. Structural Engineering: Maxwell Engineering, PLLC
 - 4. Mechanical/Electrical/Plumbing: ESA Mechanical & Electrical Engineering, Inc.
 - i. Site Lighting
 - ii. Building Systems
 - iii. Fire Protection Performance Specifications
 - 5. Specifications
 - 6. Assist City of Kerrville during Bid Phase, as required

PWL

D. Construction Contract Administration (CCA)

1. Office Construction Administration
2. Shop Drawing and Submittal Review
3. Periodic Site visits
4. Monthly Site meeting with Owner and Contractor
5. Review Applications for Payment and issue Certificates for Payment
6. Issue Certificate of Substantial Completion
7. Prepare As-built Drawings, based on Contractor's mark-ups

III. Fixed Fee Schedule Basic Services Detail

A. Schematic Design: Item II(B)	\$ 7,500.00
B. Construction Documents: Item II(C)	\$ 112,000.00
C. Construction Contract Administration: Item II(D)	\$ 27,280.00

Total Basic Services **\$ 146,780.00**

IV. Reimbursable Expenses

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

Estimated Reimbursable Expenses (excludes Bid Set Printing) **\$ 15,000.00**

V. Exclusions

Geotechnical Engineering, Topographic Survey provided by City of Kerrville. Pro Shop Retail specialties, Indoor Batting Cages & Equipment and Indoor Baseball Field Equipment to be provided by others.

VI. Production Schedule

We propose to deliver signed and sealed Construction Documents to the City of Kerrville for Bidding and Permitting 12 weeks from the date of an executed Contract/Notice to Proceed.

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

We look forward to getting started!

Very truly yours,

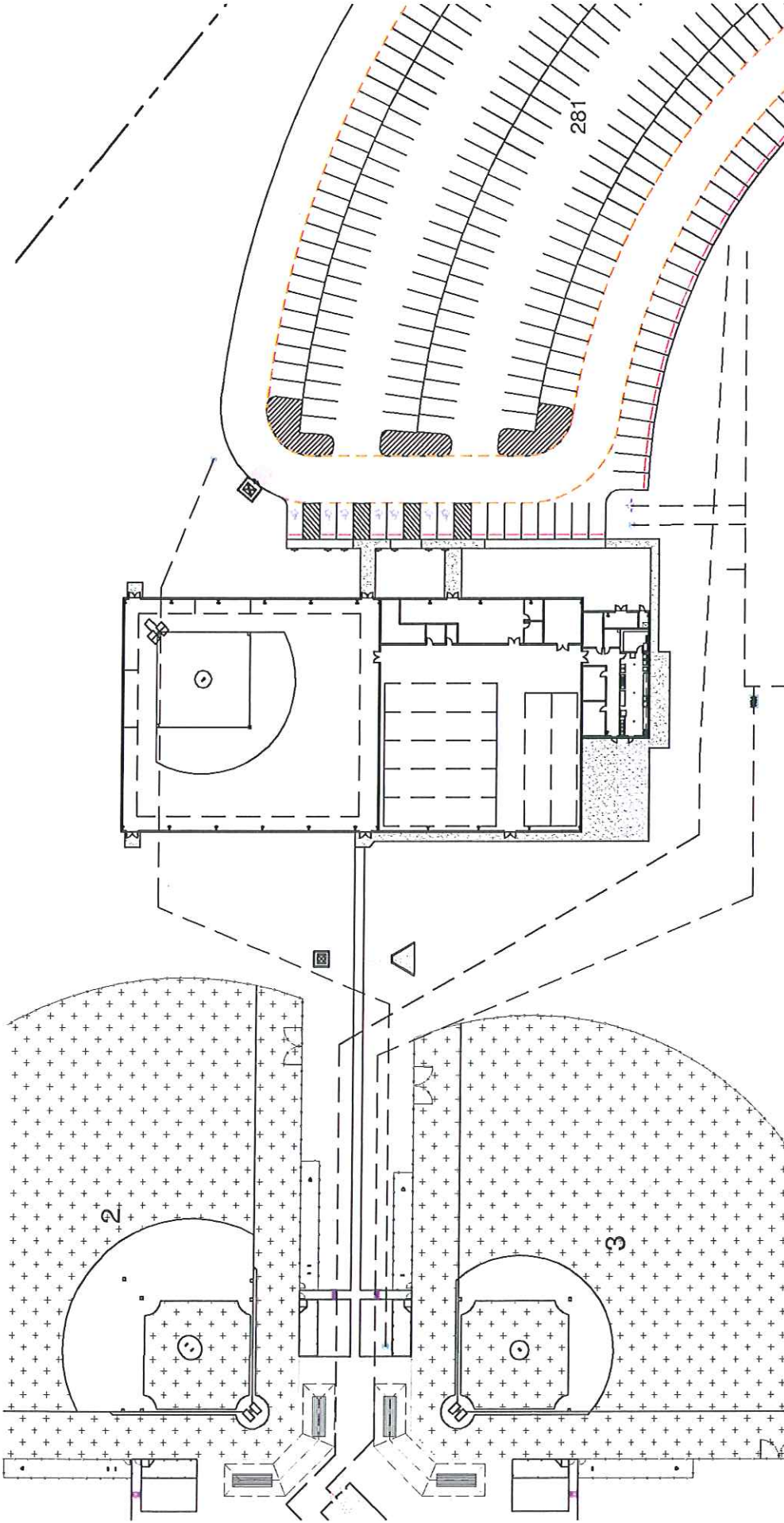


Peter W. Lewis, Architect
Principal

Accepted

Date

Attachment



City of Kerrville Athletic Complex Field House

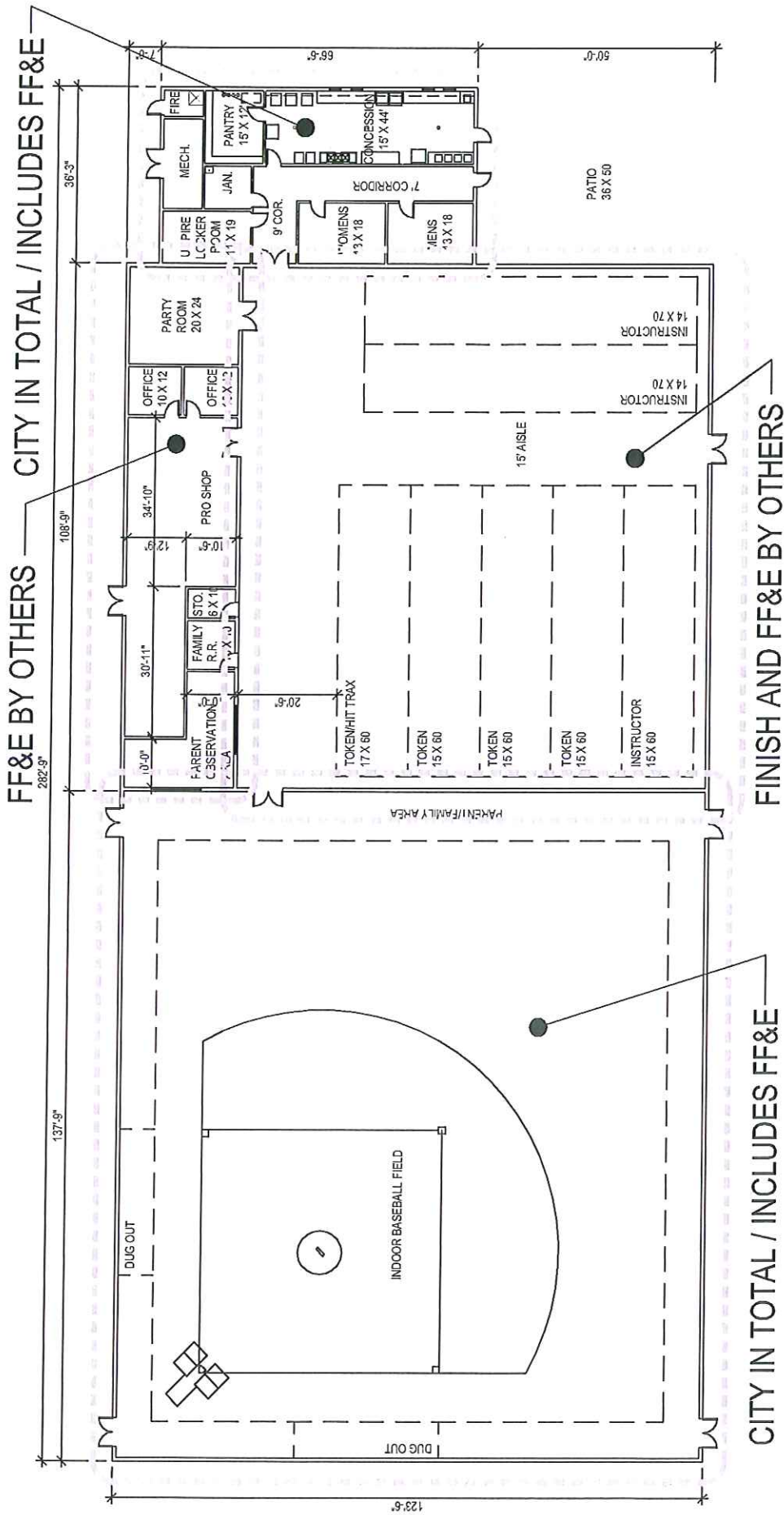
1 Site Plan - Option "C"

Scale: 1" = 100'-0"



12/31/15

PETER LEWIS
ARCHITECT - ASSOCIATES



Agenda Item:

5C. Request by Kevin Sutherlin to abandon land deeded to the City of Kerrville for a "Kerrville River Walk Trail" recorded in Volume 0807, Page 169, Kerr County Records and being generally located within the 600 block of Water Street. (staff)

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

SUBJECT: Request by Kevin Sutherlin to abandon land deeded to the City of Kerrville for a "Kerrville River Walk Trail" recorded in Volume 0807, Page 169, Kerr County Records and being generally located within the 600 block of Water Street

FOR AGENDA OF: February 2, 2016

DATE SUBMITTED: February 9, 2016

SUBMITTED BY: Malcolm Matthews
Director, Parks and Recreation

CLEARANCES: Kristine Day 
Deputy City Manager

EXHIBITS: Gift Deed - Volume 0807, Page 169, Kerr County Records
Quitclaim Deed
Location Map

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO: na

REVIEWED BY THE FINANCE DEPARTMENT: na

SUMMARY STATEMENT

The city has received a request from Kevin Sutherlin to quitclaim land deeded to the City of Kerrville on July 11, 1995, for a project titled the "Kerrville River Walk Trail". A 0.08 acre tract of land was originally deeded for the construction and public use of a trail. With abandonment of the unpaved trail on the north side of the river, Sutherlin has requested that the property be quitclaimed back to him in accordance with a reversion provision within the original deed which stated that if "the property is thereafter abandoned by the City of Kerrville, as part of the Kerrville River Walk Trail" the property would revert.

RECOMMENDED ACTION

City staff recommends that the City Council direct the city manager to execute the quitclaim deed as requested by the original property owner.

5316

GIFT DEED

STATE OF TEXAS

§

COUNTY OF KERR

§

KNOW ALL MEN BY THESE PRESENTS:

THAT LAVERN AND FAYE HARRIS PARTNERS, LTD., a Texas limited partnership, (herein called "GRANTOR", whether one or more) has GIVEN, GRANTED and CONVEYED, and does hereby GIVE, GRANT and CONVEY unto THE CITY OF KERRVILLE (herein called "GRANTEE") all the following described real property, situated in Kerr County, Texas, described as follows: to-wit

All that 0.08 acre tract of land out of original Survey No. 116, in the name of B. F. Cage, Abstract No. 106, along the Northeasterly bank of the Guadalupe River in the City of Kerrville, Kerr County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (herein, the "Property").

This conveyance is made and accepted subject to all restrictive covenants, easements and outstanding oil, gas, mineral and/or royalty interests and reservations shown of record in the office of the County Clerk, Kerr County, Texas, to the extent the same are valid and enforceable, and to any visible and/or apparent utility easements.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject as aforesaid, unto the said GRANTEE, its successors and assigns, forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR'S successors, to WARRANT and FOREVER DEFEND all and singular the Property, subject as aforesaid, unto GRANTEE, and GRANTEE'S successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This Gift Deed is executed and delivered by GRANTOR to GRANTEE in connection with GRANTEE'S proposed use of the Property as part of the "Kerrville River Walk Trail" (as hereinafter defined). In the event that (A) GRANTEE fails to open the Property to the public, as part of the Kerrville River Walk Trail, on or before December 31, 1995, or (B) once opened to the public, the Property is thereafter abandoned by the City of Kerrville, as part of the Kerrville River Walk Trail, then title to the Property shall revert to and revest in GRANTOR and its successors-in-title to the remainder of GRANTOR'S adjacent property described in Warranty Deed recorded in Volume 569, Page 765 of the Real Property Records of Kerr County, Texas, as corrected by Correction Warranty Deed filed for record in the Real Property Records of Kerr County, Texas, on July 7, 1995, under Kerr County Clerk's file number 5158.

As used herein, the phrase "Kerrville River Walk Trail" shall mean and shall include the following: a recreational river walk trail to be constructed and maintained along or in relative proximity to the northerly or northeasterly bank of the Guadalupe River for the use, benefit and enjoyment of the general public, and such other and further improvements, structures and facilities (if any) as may be desired by GRANTEE, its successors and/or assigns, in connection with recreational use or uses by the general public.

EXECUTED and DELIVERED as of the 11th day of July, 1995.

LAVERN AND FAYE HARRIS PARTNERS, LTD.

By: Lavern D. Harris
LAVERN, HARRIS, General Partner

Return to:

Grantee's Name and Address:

City of Kerrville
800 Junction Highway
Kerrville, Texas 78028

FILED FOR RECORD
at 1:20 o'clock P.M.

JUL 14 1995

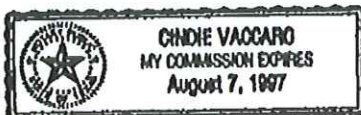
PATRICIA DYE

Clark County Court, Kerr County, Texas
Deputy

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the 11th day of July, 1995, by LAVERN, HARRIS, General Partner of LAVERN AND FAYE HARRIS PARTNERS, LTD., a Texas limited partnership, on behalf of said partnership.



Cindie Vaccaro
Notary Public, State of Texas

C215\Giftdeed.LH

EXHIBIT "A"

VOL 0807 PAGE 171

Being all of a certain tract or parcel of land containing 0.08 acre (3545 sq. ft.), more or less, out of B. F. Cage Survey No. 116, Abstract No. 106 in the City of Kerrville, Kerr County, Texas; part of Block 23 of the J. D. Brown's Addition to the City of Kerrville; part of a certain 0.251 acre tract conveyed from Bessie Mae Lehmann Magee to Lavern D. Harris, et ux, by a deed executed the 9th day of January, 1968 and recorded in Volume 123 at Page 175 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a P-K nail set in concrete in the southeast line of said Magee to Harris tract and northwest right-of-way line of Sidney Baker Street, an eighty (80) ft. wide public street for the east corner of the herein described tract; which point bears 165.17 ft. S.44°21'W. from a building corner at the east corner of said Block 23 and 0.251 acre tract;

THENCE, with the said southeast line of 0.251 acre tract and northwest right-of-way line of Sidney Baker Street S.44°41'W., 82.12 ft. to an unmarked point at the waters edge on the northeast bank of the Guadalupe River for the south corner of the herein described tract and 0.251 acre tract;

THENCE, with the said northeast bank of the Guadalupe River and southwest line of 0.251 acre tract N.41°15'W., 44.11 ft. to a 1/4" iron stake set for the west corner of the herein described tract and 0.251 acre tract, the south corner of a certain 0.316 acre tract conveyed from W. J. Jonas, Sr., et ux, to William G. Fair, et ux, by an Assumption Deed executed the 10th day of January, 1973 and recorded in Volume 160 at Page 837 of the Deed Records of Kerr County, Texas;

THENCE, with the common line between said 0.251 and 0.316 acre tracts N.44°41'E., 79.03 ft. to a 1/4" iron stake set for the north corner of the herein described tract;

THENCE, upon, over and across said 0.251 acre tract S.45°15'E., 44.00 ft. to the PLACE OF BEGINNING.

Providing herein which recite the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS)
COUNTY OF KERR)
I hereby certify that this instrument was FILED in File Number Sequence on the 14th day of July 1995 at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

RECORD

VOL.

RECORDING DATE

JUL 14 1995

JUL 14 1995



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye
COUNTY CLERK, KERR COUNTY

C215\Ex-LH

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
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Quitclaim Deed

Date: _____, 2015

Grantor: City of Kerrville
701 Main Street
Kerrville, Texas 78028
Kerr County

Grantee: Kevin Sutherlin
809 Main St.
Kerrville, Texas 78028
Kerr County

Consideration:

The original gift deeds to the City of Kerrville required the reversion of the property to Grantor or to successors in title to the remainder of grantor's adjacent property if the City failed to open the property as part of the "Kerrville River Walk Trail," or once opened to the public, the property is thereafter abandoned by the City of Kerrville as part of the "Kerrville River Walk Trail." The "Kerrville River Walk Trail" has been removed to the southern and southwesterly bank of the Guadalupe River.

Property:

All that 0.08 acre tract of land out of original Survey No. 116, in the name of B.F. Cage, Abstract No. 106, along the Northeasterly bank of the Guadalupe River in the City of Kerrville, Kerr County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all Purposes (herein, the "Property").

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

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

City of Kerrville, Texas

By: _____
Todd Parton, City Manager

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the _____ day of
_____, 2015 by Todd Parton, City Manager of the City of Kerrville, Texas.

Notary Public

EXHIBIT "A"

Being all of a certain tract or parcel of land containing 0.08 acre (3545 sq. ft.), more or less, out of B. F. Cage Survey No. 116, Abstract No. 106 in the City of Kerrville, Kerr County, Texas; part of Block 23 of the J. D. Brown's Addition to the City of Kerrville; part of a certain 0.251 acre tract conveyed from Bessie Mae Lehmann Magee to Lavern D. Harris, et ux, by a deed executed the 9th day of February, 1968 and recorded in Volume 123 at Page 175 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a P-K nail set in concrete in the southeast line of said Magee to Harris tract and northwest right-of-way line of Sidney Baker Street, an eighty (80) ft. wide public street for the east corner of the herein described tract; which point bears 165.17 ft. S.44°21'W. from a building corner at the east corner of said Block 23 and 0.251 acre tract;

THENCE, with the said southeast line of 0.251 acre tract and northwest right-of-way line of Sidney Baker Street S.44°41'W., 82.12 ft. to an unmarked point at the waters edge on the northeast bank of the Guadalupe River for the south corner of the herein described tract and 0.251 acre tract;

THENCE, with the said northeast bank of the Guadalupe River and southwest line of 0.251 acre tract N.41°15'W., 44.11 ft. to a ½" iron stake set for the west corner of the herein described tract and 0.251 acre tract, the south corner of a certain 0.316 acre tract conveyed from W. J. Jonas, Sr., et ux, to William G. Fair, et ux, by an Assumption Deed executed the 10th day of January, 1973 and recorded in Volume 160 at Page 837 of the Deed Records of Kerr County, Texas;

THENCE, with the common line between said 0.251 and 0.316 acre tracts N.44°41'E., 79.03 ft. to a ½" iron stake set for the north corner of the herein described tract;

THENCE, upon, over and across said 0.251 acre tract S.45°15'E., 44.00 ft. to the PLACE OF BEGINNING.



Subject Property

City of Kerrville

Legend

 Tax Parcels

Kerrville Utili



Agenda Item:

6A. Receive a final report from the Water Reuse Ad Hoc Advisory Committee.

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

SUBJECT: Receive a final report from the Water Reuse Ad Hoc Advisory Committee

FOR AGENDA OF: February 9, 2016 **DATE SUBMITTED:** February 4, 2016

SUBMITTED BY: Kristine Day  **CLEARANCES:** Todd Parton
Deputy City Manager City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The Water Reuse Ad Hoc Advisory Committee, appointed by the City Council, have met on the following dates to discuss the Reuse Pond Project and Direct Potable Reuse Projects.

January 7, 2016
January 21, 2014
January 28, 2016
February 4, 2016

At the February 4, 2016 meeting, the committee voted to bring a final report and recommendation to the City Council.

RECOMMENDED ACTION

Receive and accept the final report/recommendation from the Water Reuse Ad Hoc Advisory Committee.