

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, MARCH 14, 2017, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, MARCH 14, 2017, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION OFFERED BY COUNCILMEMBER PLACE TWO GLENN ANDREW

PLEDGE OF ALLEGIANCE TO THE FLAG

1. RECOGNITIONS:

1A. Resolution of Commendation presented to William Morgan for serving on the Planning and Zoning Commission. (Mayor White)

1B. Certificate of Recognition to Granger MacDonald for being elected the 2017 Chairman of the National Association of Home Builders. (Mayor White)

1C. Proclamation recognizing Our Lady of the Hills Boys Basketball Team for winning state championship. (Mayor White)

2. CONSENT AGENDA:

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

2A. Accept minutes of regular council meeting held January 24, 2017. (staff)

2B. Resolution No. 06-2017, repealing Resolution No. 40-2012 which established the City of Kerrville Beautification Advisory Committee. (staff)

2C. Resolution No. 07-2017, repealing Resolution Nos. 99-230, 37-2009, and 30-2012 which created, reconstituted, and then amended the City of Kerrville Golf Course (Maintenance) Advisory Board. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: March 10, 2017 at 9:30 a.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

2D. Resolution No. 08-2017, repealing Resolution No. 002-2005 which created the semi-annual conference for the review of the City of Kerrville Municipal Court. (staff)

2E. Renewal of Product Schedule contract with Ricoh USA, Inc., for copy machine equipment lease in an amount not to exceed \$20,000 per year for five years. (staff)

3. ORDINANCE, SECOND AND FINAL READING:

3A. Ordinance No. 2017-08, amending the budget for Fiscal Year 2017 to account for various changes to the City's operational budget to account for the transfer of funds for the landfill expansion project and to accept and allocate revenue from a grant awarded to the city relating to the EMS Trauma Care System. (staff)

4. ORDINANCES, FIRST READING:

4A. Ordinance No. 2017-07, amending Chapter 86 "Solid Waste" of the Code of Ordinances of the City of Kerrville, Texas, concerning the provision of solid waste services, including recycling; regulations applicable to collection and disposal of solid waste; the licensing of solid waste haulers; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to this subject. (staff)

5. PUBLIC HEARING:

5A. Application for variance from distance requirement for a boarding home facility proposed to be located at 316 Jefferson Street. (staff)

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Professional services Agreement with LNV, Inc. to complete Phase III of the landfill expansion permit in an amount not to exceed \$500,000.00. (staff)

6B. Appeal of a request for a reasonable accommodation from a boarding home facility located at 829 Earl Garrett. (staff)

6C. Amendments to the Procedural Rules for Meetings Kerrville City Council. (staff)

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6D. Change the order of the agenda to move the "Announcements of Community Interest" section to be before the "Consent Agenda" section. (Councilmember Andrew)

6E. Develop an ordinance regulating the use of portable electronic devices while driving. (Councilmember Fine)

6F. Amendment to the smoking ordinance to include E-cigarettes and vaping devices. (Councilmember Fine)

7. APPOINTMENTS TO BOARDS AND COMMISSIONS:

7A. Appointment to the Library Advisory Board. (staff)

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.

9. 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.

10. ITEMS FOR FUTURE AGENDAS

11. 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),

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Deputy City Secretary, City of Kerrville, Texas

551.073 (deliberation regarding gifts), 551.074 (personnel/officers), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code.

12. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION, IF ANY

13. ADJOURNMENT.

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Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

Agenda Item:

1A. Resolution of Commendation presented to William Morgan for serving on the Planning and Zoning Commission. (Mayor White)



City of Kerrville

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

RESOLUTION OF COMMENDATION

WHEREAS, WILLIAM MORGAN has served as regular commissioner with the date of service beginning July 22, 2013; and

WHEREAS, WILLIAM MORGAN has served faithfully and dutifully on said commission;

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

That **WILLIAM MORGAN** be recognized for outstanding service as a commissioner on the Planning and Zoning Commission, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 14th day of March, 2017.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary



Bonnie White
Bonnie White, Mayor

Stephen Fine
Stephen Fine, Mayor Pro Tem

Glenn Andrew
Glenn Andrew, Councilmember

Mary Ellen Summerlin
Mary Ellen Summerlin, Councilmember

C. Warren Ferguson
C. Warren Ferguson, Councilmember

Agenda Item:

- 1B. Certificate of Recognition to Granger MacDonald for being elected the 2017 Chairman of the National Association of Home Builders. (Mayor White)

Certificate of Recognition

Is hereby presented to

G. Granger MacDonald,

Kerrville, Texas-based builder and developer

with 40 years of experience in the home building industry for being elected to serve as the 2017 chairman of the National Association of Home Builders (NAHB) whose national office is in Washington, D.C. The NAHB has approximately 140,000 members and whose members employ about 11 million people in the United States. Mr. MacDonald has been active in the NAHB leadership structure at the local, state and national levels throughout his career. A senior life director, he has served on the NAHB Board of Directors for more than 30 years and is a member of the NAHB Executive Board. He has served as chairman on several NAHB committees, and councils, including the Federal Government Affairs Committee, the State and Local Government Affairs Committee, the Housing Credit Group, the Multifamily Council and BUILD-PAC, the political action committee of the NAHB. Mr. MacDonald was elected president of the Texas Association of Builders in 2010 and is a member of the Hill Country Builders Association, the Greater San Antonio Builders Association, and the Home Builders Association of San Angelo. He is chairman and CEO of the MacDonald Companies, a diverse development, construction, and property management enterprise with nearly 50 neighborhoods completed and managed throughout Texas. Congratulations to G. Granger MacDonald for his selection as chairman of the NAHB and success during his tenure in 2017.



Hereunto set my hand and
caused the Seal of the City
of Kerrville to be affixed
hereto the 14th day of March,
2017.

Bonnie White, Mayor

Agenda Item:

- 1C. Proclamation recognizing Our Lady of the Hills Boys Basketball Team for winning state championship. (Mayor White)

PROCLAMATION

- WHEREAS,** Our Lady of the Hills is a Catholic High School located in Kerrville, Texas opening in 2002 with 19 students and has since grown its enrollment to 115 as of this year. It is a Christ-centered, co-educational, college preparatory high school that offers a number of varsity sports, including boys' basketball. The school competes in the 3A Division of the Texas Association of Private and Parochial Schools as the OLH Hawks; and
- WHEREAS,** This year's team of ten boys, with Chris Ramirez, OLH's athletic director and head basketball coach, and who has coached the boys' basketball team for five years, began practice in October, won its district with a 10-0 record, and made the playoffs with an overall record of 28-6, including ending the season on a 22- game winning streak; and
- WHEREAS,** The Hawks beat Temple Central Texas Christian in the state quarterfinals to earn the right to go to the Final Four Tournament at Abilene Christian University in Abilene, Texas. The Hawks then defeated a tough team from Beaumont Legacy Christian in the semifinals in front of a large contingent of OLH classmates and teachers. The Hawks were then matched up with the number two team in the state, Dallas Yavneh, and on Friday, March 3 in front of another packed gym, the Hawks won a thrilling game in double overtime; and
- WHEREAS,** Hunter Taylor, William Westfall, Travis Reeh, Triston Schubert, James Westfall, Yiquan Cai, Chandlin Hale, Jonathan Cummings, Jack Groff and Luke Schultz have given the Hawks the first ever Championship in a TEAM sport in the history of OLH, they have also won the first team championship in the city of Kerrville since 1970!

NOW, THEREFORE, I, Bonnie White, Mayor of the City of Kerrville, Texas, do hereby proclaim April 6, 2017 as

Our Lady of the Hills State Champion Boys Basketball Team Day

in the City of Kerrville and urge all citizens to join with me on this day in honoring these student-athletes and their contributions to our community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed hereto, the 14th day of March 2017.

Bonnie White, Mayor

Agenda Item:

2A. Accept minutes of regular council meeting held January 24, 2017. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JANUARY 24, 2017

On January 24, 2017, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor White in the city hall council chambers at 701 Main Street. The invocation was offered by Father Tom Murray, of St. Peter's Episcopal Church, followed by the Pledge of Allegiance led by Asst. Police Chief Curtis Thomason.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

Don Davis	Interim City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Sandra Yarbrough	Director of Finance
Kim Meismer	Director of General Operations
Curtis Thomason	Asst. Chief of Police
Dannie Smith	Fire Chief
Kyle Burow	City Engineer
Kaitlin Berry	Special Projects Manager

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

1. VISITORS/CITIZENS FORUM:

Ms. Summerlin moved to move the visitors/citizens forum to Item 7B. Mr. Andrew seconded the motion and it passed 4-1 with Councilmembers Summerlin, Andrew, Fine, and Allen voting in favor of the motion, and Mayor White voting against the motion.

2. CONSENT AGENDA:

Mayor White removed Item 2A from the consent agenda.

Mr. Andrew moved to approve consent agenda item 2B; Mr. Fine seconded the motion, and the motion passed 5-0:

2B. Microsoft Enterprise enrollment agreement authorizing the City's use of Microsoft products and services.

END OF CONSENT AGENDA

2A. Amendment to Property Listing Agreement for the property located at 800 Junction Highway (old city hall site).

Mr. Davis stated the only change to the agreement was the name of the brokerage firm. Mayor White noted the effective date would remain the same, September 13, 2016, to September 30, 2017.

Mr. Andrew moved to approve the amendment; Mr. Fine seconded the motion and it passed 5-0.

3. ORDINANCES, SECOND AND FINAL READING:

3A. Ordinance No. 2017-05 abandoning and vacating all right, title, and interest in a portion of a public right-of-way, consisting of an unimproved portion of "H" Street, as located west of and intersecting with Water Street; being an approximate 0.396 of one acre tract of land out of the Thomas Hand Survey No. 115, Abstract No. 193, as shown on the plat of J.A. Tivy's First Addition, a plat recorded in Volume "P", Page 16 of the Real Property Records of Kerr County, Texas, and within the City of Kerrville, Texas; finding that said portion is not required for future use as a public street; making the effective date subject to certain conditions; and ordering recording. Mayor White read the ordinance title.

Mr. Hoppe noted the ordinance was approved on first reading January 10, 2017.

Mr. Fine moved for approval of Ordinance No. 2017-05; Ms. Summerlin seconded the motion and it passed 5-0.

3B. Ordinance No. 2017-06 amending the budget for Fiscal Year 2017 to account for various changes to the city's operational budget, including additional revenues and allocations for capital improvement projects. Mayor White read the ordinance by title only.

Mr. Davis noted the ordinance was approved on first reading January 10, 2017; no changes since first reading.

Mayor White read a section of the November 10, 2015, council minutes regarding the purchase of dirt from the general fund. She questioned if the dirt would be excavated from both the general excavation site and the soccer field site? Mr. Davis stated yes, from both sites.

The following person spoke:

1. George Baroody opined that the city was double paying for the dirt and charging the water fund twice. Later in this meeting council will approve a bid for a project for \$1.7 million; he opined that the city did not have funds in the budget to pay for what was being approved.

Council noted this simply reflected the cost of the dirt and if the city did not buy the dirt from the general fund, it would have to buy dirt from a vendor and have it transferred. The method being used was a straight forward and honest way to recognize the cost of the dirt in the project.

Mayor White noted the city did not go out for bid on that portion of the project, and the budget amendment would also fund \$2 million for a building for a private entity.

Mr. Andrew moved for approval of Ordinance No. 2017-06; Mr. Fine seconded the motion and it passed 4-1 with Councilmembers Andrew, Fine, Summerlin, and Allen voting in favor of the motion and Mayor White voting against the motion.

4. CONSIDERATION AND POSSIBLE ACTION

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

Mr. Davis noted both the Kerrville Daily Times (KDT) and the Hill Country Community Journal (HCCJ) met the legal requirements to be designated as the official newspaper for governmental entities.

The following persons spoke:

1. Neice Bell, KDT Publisher, requested the city move publication of notices to the KDT. She noted the KDT had been in publication for 106 years and had been the newspaper of record for the city most of that time except for the last two years. She noted many changes at KDT since the city had moved to the HCCJ. KDT was the newspaper of record for the county and school district, and KDT's circulation was four times larger than the HCCJ. Ms. Bell stated that the biggest issue to be resolved was that KDT can better accommodate timing and meet deadlines as a daily paper, which would make it easier for city staff, and KDT's higher circulation would reach more people.

2. Tammy Prout, HCCJ Publisher, stated that former City Manager Todd Parton told her that HCCJ had been overlooked as a community newspaper in the past, and he proposed that the city would run notices in the HCCJ for a few years and then alternate between the newspapers. Mr. Parton recently emailed her confirmation of this agreement. She opined that the number of responses from the public had not decreased since the city began publishing legal notices in the HCCJ, and she was not aware of any timing issues that had caused any delay. The HCCJ's rates were less than KDT's; HCCJ was a locally-owned newspaper; and KDT's circulation was double, not four times, HCCJ's circulation. Ms. Prout questioned why a change was being made in the middle of the fiscal year.

Mr. Fine moved to designate both newspapers as official newspapers and give each an equal amount of advertising funds throughout the year. Mr. Andrew seconded the motion.

Mr. Hayes noted that legally the city could appoint both as the city's official newspapers; however, the city would have to publish all notices in both newspapers.

Council also discussed the following:

- The newspaper of record should be the one with the greatest circulation; however, more people would be reached if both newspapers were used.
- Using a daily newspaper may lessen delays.
- Resolution 97-186 designating the KDT as the official newspaper had not been repealed. Mr. Hayes noted the proposed resolution would repeal all previous resolutions, including 97-186.

Mr. Fine rescinded his motion, and Andrew rescinded his second.

Mr. Andrew moved to alternate rotation of newspapers on October 1 of each year, coinciding with the city's fiscal year; the motion did not receive a second.

Ms. Summerlin moved to approve Resolution 03-2017 and designate the KDT as the official newspaper; the motion died for lack of a second.

Mr. Fine moved to:

- Approve Resolution 03-2017 with HCCJ through the end of this fiscal year;
- Add a Section 5 to alternate back and forth annually at fiscal year end with HCCJ in odd years, and KDT in even years;
- Add a Section 6 in the event of an emergency timing issue whereby the HCCJ cannot accommodate a publication date, the city may use KDT.

Mr. Andrew seconded the motion. Mr. Fine amended the motion to withdraw Section 6; Mr. Andrew agreed to withdraw Section 6 from the motion. The motion passed 4 to 1 with Councilmembers Fine, Andrew, Summerlin, and White voting in favor of the motion; and Councilmember Allen voting against the motion.

4B. Project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas for the design of and improvements to the City's H-E-B Tennis Center, in an amount not to exceed \$1,500,000.00.

Mr. Hoppe reviewed the project components and noted the project was included in both the city's and EIC's budgets over two fiscal years. The project had been approved by EIC, and if the funding agreement was approved by council, staff would prepare a request for qualifications and a design contract for council's consideration at a future meeting. He estimated the cost of design/engineering at \$100,000-200,000 and noted that grants and donations may also be available in the future.

Council suggested KISD be contacted for input into the design and for possible financial participation.

The following person spoke:

1. Kirk Kniffen, representing Kerrville Tennis Association, stated he looked forward to all that can be accomplished in the project and offered advice and assistance with KTA members.

Ms. Summerlin moved for approval of the agreement; Mr. Andrew seconded the motion and it passed 5-0.

4C. Project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; and Schreiner University; for the construction of a reclaimed water distribution line to be owned by the city and used in conjunction with the provision of reclaimed water to Schreiner University for irrigation purposes, in an amount not to exceed \$900,000.00.

Ms. Summerlin filed a conflict of interest affidavit and recused herself from the meeting at 6:43 p.m.

Mr. Hoppe noted the overall construction project totaled \$3 million over two years, and was bid as one project. The project funding agreements allocated certain portions of the overall project to specific entities; this part of the project with Schreiner University (SU) was proposed at \$900,000. EIC approved the agreements.

Mayor White noted the project was presented for 4B funding under Section 505.152 of the Local Government Code which addressed public parks; she opined that the project did not meet the requirement of public use. She opined that at the current effluent rate the return on investment payout would be 800 years for the entire project. The letter of intent with SU was for 20 years with a 7 year price freeze. She questioned if SU understood that if the city was required to use the effluent supply for direct potable reuse, this resource might not be available to them.

Mr. Allen moved for approval of the agreement; Mr. Fine seconded the motion and it passed 3-1-1 with Councilmembers Allen, Fine, and Andrew voting in favor of the motion; Mayor White voting against the motion; and Councilmember Summerlin abstaining due to a conflict of interest.

Ms. Summerlin returned to the meeting at 6:47 p.m.

4D. Project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; and Riverhill CC, LP; for the construction of a reclaimed water distribution line to be owned by the city and used in conjunction with the provision of reclaimed water to Riverhill Golf Club for irrigation purposes, in an amount not to exceed \$600,000.00.

Mr. Hoppe noted this was part of the same construction project as in Item 4C; this agreement was specific to Riverhill.

Mayor White noted the project was defined as a business development project under Section 501.103 of the Local Government Code for infrastructure improvement defined as being for new or expanded business; Riverhill was not a new or expanded business.

The following person spoke:

1. Peggy McKay stated that the extension of effluent lines to Riverhill was classified in the agreement as a business development project and quality of life project. A requirement of eligibility for EIC funding is that the business is new or expanding, Riverhill was neither. Riverhill was not open to the public; it was open to members and other special events controlled by Riverhill Country Club. She contacted the Comptroller's Office and asked if the project would be eligible for 4B funding, and they reported no if the country club was not open to the public. She had the name of the person she spoke to at home.

Mr. Hayes stated that all funding agreements state the specific provisions that the agreement complies with and the type of projects for which the project qualifies. This project was a business enterprise; the manager of Riverhill informed him that water supply would help expand their business. In the past drought, Riverhill had to close a portion of their golf course due to a lack of water for irrigation. EIC also found that the project was a legitimate expenditure of 4B funds as the facilities were suitable for use for professional and amateur sports, i.e. golf course. Mr. Hayes stated the proposed agreement met the legal requirement for expenditure of 4B funds.

Mr. Summerlin moved for approval of the agreement; Mr. Fine seconded the motion and it passed 4-1 with Councilmembers Summerlin, Fine, Allen, and Andrew voting in favor of the motion; Mayor White voting against the motion.

4E. Project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas for the construction of a reclaimed water distribution line used for the provision of reclaimed water to the City's Kerrville Sports Complex, in an amount not to exceed \$1,500,000.00.

Mr. Hoppe noted this was part of the same construction project as in Item 4C; this agreement was specific to the City of Kerrville Sports Complex. EIC approved the project at \$1.5 million.

Ms. White moved for approval of the agreement; Ms. Summerlin seconded the motion and it passed 5-0.

4F. Execute a construction contract with Qro Mex Construction Co., Inc. for the reuse distribution mains project in the amount of \$4,790,240.25 and authorize the city manager to execute additional change orders which will not exceed a total contract value of \$5,500,000.00.

Ms. Summerlin filed a conflict of interest affidavit and recused herself from the meeting at 6:58 p.m.

Mr. Hoppe noted four bids were received to construct 30,000 linear feet of distribution lines, including 4C, 4D, and 4E herein; the lowest qualified bidder was Qro Mex. He recommended approval of the contract at \$4,790,240.25, not to exceed \$5.5 million with contingency.

Mr. Burow noted Qro Mex Construction's experiences checked out and he reviewed past projects constructed by Qro Mex in Kerrville. He also noted that Freese and Nichols had worked with them on various projects.

Mr. Andrew moved for approval of the contract; Mr. Fine seconded the motion and it passed 4-0-1 with Councilmembers Andrew, Fine, Allen, and White voting in favor of the motion; no one voted against the motion; and Councilmember Summerlin abstained due to a conflict.

Ms. Summerlin returned to the meeting at 7:01 p.m.

4G. Execute a construction contract with JM Lowe & Company in the amount of \$1,701,500.00 for the indoor athletic facility project and authorize the city manager to execute additional change orders which will not exceed a total contract value of \$2,035,000.00.

Mr. Hoppe noted the project would construct an almost 18,000 sq. ft. unfinished building and approximately 12,000 sq. ft. outdoor multi-use space. Ten bids were received; JM Lowe & Company was the lowest qualified bidder at \$1,701,500, not to exceed a total of \$2,035,000 with contingency.

Mr. Fine moved to approve the contract to JM Lowe & Company in the amount of \$1,701,500, not to exceed a total of \$2,035,000; Ms. Summerlin seconded the motion.

Mayor White noted the building would be owned by the city and the city had a contract with a private entity to manage the facility whereby the contractor would pay nothing for two years and after that they would pay nothing if they had 20 or more tournaments.

The motion passed 5-0.

4H. Scheduling a work session to discuss meeting procedures.

Ms. Summerlin moved to ask the city manager to look into having a work session to discuss meeting procedures and how to make more efficient use of meeting time, and invite a TML representative or a consultant, at a reasonable rate, to facilitate the discussion; specifically to bring council a date, names of facilitators, costs, and a recommendation for council's consideration. Mr. Andrew seconded the motion. The motion passed 4 to 1 with Councilmembers Summerlin, Andrew, Allen, and Fine voting for the motion and Mayor White voting against the motion.

5. INFORMATION AND DISCUSSION:

5A. Report on meeting with Kerr County regarding the proposed floodplain revisions along Third Creek.

Mr. Davis noted city staff and Freese & Nichols met with Kerr County representatives and explained the city's position and discussed the county's concerns. He noted that FEMA had recommended the study be limited to the area between city limits and the confluence of Second and Third creeks. Staff asked the county representatives if they had other concerns and they said they did not but would discuss it with other commissioners. Kerr County Commissioners Court (KCCC) appeared to be satisfied and withdrew their two letters.

1. George Baroody stated KCCC agreed to accept the city's offer, with reservation. He stated that Mr. Letz said he was not sure the numbers were as accurate as could be, but he was willing to accept the line being drawn prior to the city starting the project, and the floodplain line needed to be determined. KCCC had reservations, but they did not have money to study the area. The city had a study done prior to the project being built, and he questioned why the city paid for a study that it never used. He urged the city to submit the LNV study to FEMA. He asked the city to cease the project until the study was done and it was known what impact the project would have off site. It was mandatory that our engineers certify there was no impact off of city property. He had met with city staff regarding base flood elevation, and he questioned why the city had not obtained a LOMR (Letter of Map Revision); he opined that the city was not doing that, but just building a project and saying the city was not changing anything. The city's ordinance stated a LOMR must be done prior to the project and staff was misreading the ordinance. He noted the city received funding through the federal insurance program and if the city mismanaged it, the city would be at risk of losing that funding.

2. Brian McCarthy, adjacent property owner on Spur 100 adjacent to the VA Hospital and Cemetery and the county road and bridge property, was concerned that the area of study was very limited and conveniently cut around his property. The contour lines showed his property lower than the study area. The 2002 flood was at least a 100 maybe 500 year flood, and water came down Third Creek and through his property and the VA cemetery. He opined that with construction of the pond water would be intensified and create a funnel effect through his property, but his property was not include in the study. The city's project would have a disastrous impact on his property, the VA Hospital and Cemetery, and Kerr County Road and Bridge. He opined that the project should be stopped and a thorough study completed and submitted to FEMA for their approval.

Mr. Hoppe noted the CLOMR has been produced and reviewed by the city's floodplain administrator, who is designated by FEMA. Third Creek was an unstudied area that would likely be designated AO, an area that receives a certain amount of inundation that crests over the top of Third Creek where Mr. McCarthy's property was located. FEMA requested the city not include that area in the study. The city was providing everything FEMA has asked the city to provide within the mapped area. The engineering study indicated no pre- and post-project difference or negative affect to adjacent property owners. The city

withheld the filing of the CLOMR as a courtesy to the county. The county rescinded the letter Monday and the city intended to file the CLOMR as soon as possible.

Council also discussed the following:

- As a courtesy to the county, the city had offered twice to adjust the CLOMR study to stop at Spur 100, the boundary of the city.
- The Freese & Nichols study had been completed and city had done what it was required to do by FEMA.
- The county's questions had been answered and their property was not included in the study area. The county could do another study on their property if desired.
- The LNV study used a different set of criteria than the FN study, which resulted in different volume and velocity numbers.

5B. Budget and economic update.

Ms. Yarbrough gave the financial report year to date for the period ending December 31, 2016: general fund revenues totaled \$5,970,349 and expenditures \$6,208,273; water and sewer fund revenues totaled \$2,937,395 and expenditures \$2,839,916; hotel/motel fund revenues totaled \$297,981 and expenditures \$258,950; 14 permits for new residential construction and commercial new/remodel construction totaled \$3,523,000. She noted that sales tax and ad valorem tax were coming in faster than in prior years.

The following person spoke:

1. Peggy McKay questioned if the balance remaining in the river trail fund, over \$976,000, was left over from current construction, and if it was dedicated for future extension or if the river trail was complete where it ended today. Further, is \$976,000 enough to complete the planned river trail west extension, and if not, did the city anticipate issuing new bonds?

Mr. Hoppe noted the design engineering for the construction of the western portion of the trail had not been completed.

6. APPOINTMENTS TO BOARDS AND COMMISSIONS:

6A. Recovery Community Coalition.

Mr. Andrew moved to appoint Amos Valles; Mr. Fine seconded the motion and it passed 5-0.

7. ITEMS FOR FUTURE AGENDAS: None.

7B. VISITORS/CITIZENS FORUM:

- Bruce Stracke said he was excited about what was going on in Kerrville recently and more people were coming here because Kerrville was a great community to live in. He recognized two examples of local people receiving national and international recognition:

1. Granger McDonald was recently elected Chairman of the National Association of Home Builders.

2. Pope Francis recently elected Father Mike Boulette to be the Auxiliary Bishop of the Archdiocese of San Antonio.

8. **ANNOUNCEMENTS OF COMMUNITY INTEREST**: were given.

9. **EXECUTIVE SESSION**: None.

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

ADJOURNMENT. The meeting adjourned at 7:38 p.m.

APPROVED: _____

ATTEST:

Bonnie White, Mayor

Brenda Craig City Secretary

Agenda Item:

2B. Resolution No. 06-2017, repealing Resolution No. 40-2012 which established the City of Kerrville Beautification Advisory Committee. (staff)

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

SUBJECT: Resolution No. 06-2017, repealing Resolution No. 40-2012 which established the Beautification Advisory Committee

FOR AGENDA OF: March 14, 2017 **DATE SUBMITTED:** March 9, 2017

SUBMITTED BY: Brenda Craig
City Secretary

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

EXHIBITS: Resolution No. 06-2017



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City Council gave direction to staff on February 21 to prepare a resolution to repeal the resolution that established the Beautification Advisory Committee.

RECOMMENDED ACTION

Approve Resolution No. 06-2017 repealing the resolution that established the Beautification Advisory Committee.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 06-2017**

**A RESOLUTION REPEALING RESOLUTION NO. 40-2012
WHICH ESTABLISHED THE CITY OF KERRVILLE
BEAUTIFICATION ADVISORY COMMITTEE**

WHEREAS, on September 13, 2012, the City Council of the City of Kerrville, Texas, approved Resolution No. 40-2012, which established the City of Kerrville Beautification Advisory Committee ("BAC"); and

WHEREAS, City Council recently reviewed all of the City's boards and commissions; and

WHEREAS, City Council finds it to be in the public interest to repeal Resolution No. 40-2012, thereby dissolving the BAC;

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

Resolution No. 40-2012 is repealed, which will result in the dissolution of the City's Beautification Advisory Committee.

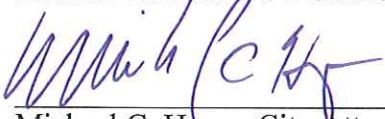
PASSED AND APPROVED ON this the ____ day of _____, 2017.

ATTEST:

Bonnie White, Mayor

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

2C. Resolution No. 07-2017, repealing Resolution Nos. 99-230, 37-2009, and 30-2012 which created, reconstituted, and then amended the City of Kerrville Golf Course (Maintenance) Advisory Board. (staff)

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

SUBJECT: Resolution No. 07-2017, repealing Resolution Nos. 99-230, 37-2009, and 30-2012 which created, reconstituted, and amended the Golf Course Advisory Board

FOR AGENDA OF: March 14, 2017

DATE SUBMITTED: March 9, 2017

SUBMITTED BY: Brenda Craig
City Secretary

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

EXHIBITS: Resolution No. 07-2017

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City Council gave direction to staff on February 21 to prepare a resolution to repeal resolutions which created, reconstituted, and mended the Golf Course Advisory Board.

RECOMMENDED ACTION

Approve Resolution No. 07-2017 repealing Resolution Nos. 99-230, 37-2009, and 30-2012 which created, reconstituted, and amended the Golf Course Advisory Board.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 07-2017**

A RESOLUTION REPEALING RESOLUTION NOS. 99-230, 37-2009, AND 30-2012 WHICH CREATED, RECONSTITUTED, AND THEN AMENDED THE CITY OF KERRVILLE GOLF COURSE (MAINTENANCE) ADVISORY BOARD

WHEREAS, at various times and pursuant to the adoption of separate resolutions, the City Council of the City of Kerrville, Texas, created, reconstituted, and then amended the City's Golf Course (Maintenance) Advisory Board ("GCAB"); and

WHEREAS, City Council recently reviewed all of the City's boards and commissions; and

WHEREAS, City Council finds it to be in the public interest to repeal all resolutions with respect to any actions concerned the GCAB;

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

Resolution No. 99-230, which created the Golf Course Maintenance Advisory Board; Resolution No. 037-2009, which reconstituted said board; and Resolution No. 30-2012, which amended said board, are repealed. In addition, all other resolutions concerning the Golf Course (Maintenance) Advisory Board or in conflict with this Resolution are repealed. As a result of the adoption of this Resolution, the City's Golf Course (Maintenance) Advisory Board is dissolved.


PASSED AND APPROVED ON this the ____ day of _____, 2017.

ATTEST:

Bonnie White, Mayor

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

2D. Resolution No. 08-2017, repealing Resolution No. 002-2005 which created the semi-annual conference for the review of the City of Kerrville Municipal Court. (staff)

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

SUBJECT: Resolution No. 08-2017, repealing Resolution No. 002-2005 which created the semi-annual conference for the review of the City of Kerrville Municipal Court

FOR AGENDA OF: March 14, 2017 **DATE SUBMITTED:** March 9, 2017

SUBMITTED BY: Brenda Craig
City Secretary

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

EXHIBITS: Resolution No. 08-2017



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City Council gave direction to staff on February 21 to prepare a resolution repealing Resolution No. 002-2005 which created the semi-annual conference for the review of the City of Kerrville Municipal Court.

RECOMMENDED ACTION

Approve Resolution No. 08-2017 repealing Resolution No. 002-2005 which created the semi-annual conference for the review of the City of Kerrville Municipal Court.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 08-2017**

**A RESOLUTION REPEALING RESOLUTION NO. 002-2005
WHICH CREATED THE SEMI-ANNUAL CONFERENCE FOR
THE REVIEW OF THE CITY OF KERRVILLE MUNICIPAL
COURT**

WHEREAS, on January 11, 2005, the City Council of the City of Kerrville, Texas, adopted Resolution 002-2005, which created semi-annual conferences and the appointment of City officials for a review of municipal court; and

WHEREAS, City Council recently reviewed all of the City's boards and commissions; and

WHEREAS, City Council finds it to be in the public interest to repeal Resolution No. 002-2005 with respect to the creation of semi-annual conferences for the City's municipal court;

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

Resolution No. 002-2005 is repealed.


PASSED AND APPROVED ON this the ____ day of _____, 2017.

ATTEST:

Bonnie White, Mayor

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

2E. Renewal of Product Schedule contract with Ricoh USA, Inc., for copy machine equipment lease in an amount not to exceed \$20,000 per year for five years. (staff)

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

SUBJECT: Authorization to approve a Product Schedule for copier rental, including full maintenance, with Ricoh under the State and Local Government Master Agreement

FOR AGENDA OF: March 14, 2017 **DATE SUBMITTED:** March 3, 2017

SUBMITTED BY: Charvy Tork **CLEARANCES:** Kim Meisner
Director of Information Technology Director of General Operations

EXHIBITS: Ricoh Copier Product Schedule

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$ 19,716 /yr	\$ 19,968 /yr	\$ 19,968 /yr	01-807-205

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Information Technology (IT) Department is requesting authorization to approve a Product Schedule for copier rental, including full maintenance, with Ricoh Americas under the State and Local Government Master Agreement.

The Product Schedule includes upgrades for five of our existing copiers. It also includes ROI Print Management Software that will assist the City in achieving maximum return on investment by targeting areas of inefficient printing by allowing IT administrators to set print policies such as force duplex or print quality. ROI Print Management also allows staff to control user access to color for print and copy.

In addition to the benefits above, the City was able to negotiate lower lease and overage costs. The new contract will provide a \$252 per year reduction on the hardware lease. Black and white copies have been reduced from \$.01 to \$.008 per page. Color copies have been reduced from \$.08 to \$.048.

Ricoh Americas Corporation is part of the Texas Department of Information Resources (DIR) contract. Texas Government Code 2054.0565 states that DIR contracts meet the competitive requirements for all governmental entities.

RECOMMENDED ACTION

Staff recommends that City Council authorize the City Manager to approve the copier Product Schedule, including full maintenance, for five copiers for a term of five years in an amount not to exceed \$20,000 per year.

IMAGE Management **Product Schedule**

RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule Number: _____
Master Lease Agreement Number: 101621ML

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and Kerrville, City of, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the State and Local Government Master Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and Ricoh USA, Inc. (fka IRON Office Solutions, Inc.). All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

<u>Kerrville, City of</u>				<u>Charvy TorK</u>			
Customer (Bill To)				Billing Contact Name			
<u>701 Main St.</u>				<u>219 Clay St</u>			
Product Location Address				Billing Address (if different from location address)			
<u>Kerrville</u>	<u>Kerr</u>	<u>TX</u>	<u>78028</u>	<u>Kerrville</u>	<u>Kerr</u>	<u>TX</u>	<u>78028</u>
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number <u>(830) 258-1291</u>				Billing Contact Facsimile Number <u>N/A</u>		Billing Contact E-Mail Address <u>Charvy.TorK@Kerrville.tx.gov</u>	

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
<u>5</u>	<u>Ricoh MPC4502</u>

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) <u>60</u>	Minimum Payment (Without Tax) \$ <u>1643.00</u>	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: <u>N/A</u>								
Guaranteed Minimum Images* <table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td><u>17,000</u></td> <td><u>0</u></td> </tr> </table>	Black/White	Color	<u>17,000</u>	<u>0</u>	Cost of Additional Images* <table border="1"> <tr> <th>Black/White</th> <th>Color</th> </tr> <tr> <td><u>.005</u></td> <td><u>.045</u></td> </tr> </table>	Black/White	Color	<u>.005</u>	<u>.045</u>	Meter Reading/Billing Frequency <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	
Black/White	Color										
<u>17,000</u>	<u>0</u>										
Black/White	Color										
<u>.005</u>	<u>.045</u>										

* Based upon Minimum Payment Billing Frequency

* Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the "Image Management Plus Commitments" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Rico") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.
3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("RicoH"). The words "you" and "your" refer to you, our customer. You agree that RicoH alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. RicoH or, if RicoH assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), RicoH's assignee, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during RicoH's normal business hours, excluding weekends and RicoH recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

RicoH will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. RicoH will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. RicoH reserves the right to assess a reasonable charge for supply shipments, including overnight delivery. If RicoH determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or RicoH may refuse you additional supply shipments. Optional supply items such as paper, staples and transparencies are not included.

RESPONSE TIME COMMITMENT

RicoH will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any RicoH office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

RicoH will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to RicoH and will end when the Product is again Operational. You agree to make the Product available to RicoH for scheduled preventative and interim maintenance. You further agree to give RicoH advance notice of any critical and specific uptime needs you may have so that RicoH can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, RicoH will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, RicoH will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, RicoH will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your RicoH Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

RicoH is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If RicoH fails to meet any Service Commitments and in the unlikely event that RicoH is not able to repair the Product in your office, RicoH, at RicoH's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at RicoH's service center, or RicoH will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for RicoH to re-perform any Services not in compliance with this warranty and brought to RicoH's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with RicoH's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your RicoH sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. RicoH will follow up within 8 business hours of a call or e-mail to one of RicoH's account management team members requesting a metrics review. RicoH will, upon your request, be pleased to annually review your business environment and discuss ways in which RicoH may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local RicoH office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. RicoH is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. *To ensure the most timely response please call 1-888-275-4566.*

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of RicoH. RicoH and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, RicoH makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall RicoH be liable to you for any damages resulting from or related to any failure of any software, including but not limited to, loss of data or delay of delivery of services under these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by RicoH, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless RicoH and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "RicoH Certified Technician". If any software, systems support or related connectivity services are included as part of these Service Commitments as determined by RicoH, RicoH shall provide any such services at your location set forth in the Image Management Plus Product Schedule as applicable, or on a remote basis. You shall provide RicoH with such access to your facilities, networks and systems as may be reasonably necessary for RicoH to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, RicoH may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. RicoH agrees that such units will be used by RicoH solely for such purpose. Once transmitted, all meter read data shall become the sole property of RicoH and will be utilized for billing purposes.



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	Kerrville, City of			Phone:	(512) 258-1291		
Contact Name:	Cherry, Tori			City:	Kerrville		
Address:	701 Main St.			Fax/Email:	Cherry, Tori @ Kerrville tx.gov		
State:	TX	Zip:	78028				
Make	Model	Serial Number	Machine Status				
Ricoh	MPC 4000	V1265400907, V1264901224	Leased				
Ricoh	MPC 5000	V1395100377, V1395100582	Leased				
Ricoh	MPC 3500	L8976820534	Leased				

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("RicoH") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☐ **Equipment Removal (Owned by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

☒ **Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

☐ **Buy Out Terms.** Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between Ricoh and/or other third party, Ricoh agrees to pay to

(A) ☐ the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee"), or

(B) ☐ the Payee identified below, an amount ("Buy Out Amount") equal to \$ _____, to pay off an/or reduce Customer's obligations owing under that certain equipment lease agreement _____ for third party lease company ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease.

THIRD PARTY LEASE - COMPANY INFORMATION

Payee Name:		Attention To:	
Address:			
<input type="checkbox"/> W-9 included	<input type="checkbox"/> Third-Party Quote or Proof of Buy Out Included		
Mailing Method: (select one) <input type="checkbox"/> Mail Check (regular) <input type="checkbox"/> Overnight Check			

The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold Ricoh harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third Party Lease.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

Agenda Item:

3A. Ordinance No. 2017-08, amending the budget for Fiscal Year 2017 to account for various changes to the City's operational budget to account for the transfer of funds for the landfill expansion project and to accept and allocate revenue from a grant awarded to the city relating to the EMS Trauma Care System. (staff)

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

SUBJECT: Second reading of an ordinance amending the FY2017 Budget

FOR AGENDA OF: March 14, 2017

DATE SUBMITTED: March 1, 2017

SUBMITTED BY: Sandra Yarbrough
Director of Finance

CLEARANCES: Don Davis
Interim City Manager

EXHIBITS: Ordinance Amending FY2017 Budget
Attachment A



AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The attached ordinance provides for the second amendment to the FY2017 budget. There are two transactions included in this amendment as shown on Attachment A.

1. Attachment A reflects funding transfer from Landfill Closure Fund to General Capital Improvement Fund to proceed to the next phase of landfill expansion and application process. Funding will increase original project budget.
2. Attachment A also includes recording of annual grant revenue received from EMS Trauma Care System and designate expenses for daily operations as allowed by revenue received.

RECOMMENDED ACTION

There have been no changes to the amendment since the first reading at council meeting on February 28, 2017. It is recommended that the City Council approve the second reading of the ordinance amending the FY2017 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-08**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2017
TO ACCOUNT FOR VARIOUS CHANGES TO THE CITY'S
OPERATIONAL BUDGET TO ACCOUNT FOR THE TRANSFER OF
FUNDS FOR THE LANDFILL EXPANSION PROJECT AND TO ACCEPT
AND ALLOCATE REVENUE FROM A GRANT AWARDED TO THE
CITY RELATING TO THE EMS TRAUMA CARE SYSTEM**

WHEREAS, Ordinance No. 2016-15 dated September 27, 2016 adopted the Fiscal Year 2017 Budget for the City of Kerrville, Texas; and

WHEREAS, the City Council finds that amending the City's Fiscal Year 2017 Budget is in the best interest of the citizens of the City of Kerrville;

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

In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2017 is amended as set forth in **Attachment A**.

February **PASSED AND APPROVED ON FIRST READING, this the 18th day of**
A.D., 2017.

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

Bonnie White, Mayor

APPROVED AS TO FORM:

Michael C. Hayes

Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

4A. Ordinance No. 2017-07, amending Chapter 86 "Solid Waste" of the Code of Ordinances of the City of Kerrville, Texas, concerning the provision of solid waste services, including recycling; regulations applicable to collection and disposal of solid waste; the licensing of solid waste haulers; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to this subject. (staff)

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

SUBJECT: Ordinance revisions - Chapter 86; Solid Waste

FOR AGENDA OF: March 14, 2017

DATE SUBMITTED: March 2, 2017

SUBMITTED BY: Stuart Barron,
Director of Public Works

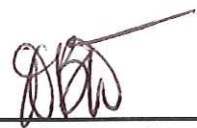
CLEARANCES: E.A. Hoppe,
Deputy City Manager



EXHIBITS: Draft Ordinance

AGENDA MAILED TO: N/A

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO: N/A

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

On June 15, 2015, the City of Kerrville converted to an automated solid waste system for collections of regular residential trash and recyclables. This conversion introduced a collection system that utilizes 45 or 95 -gallon push carts. However, the City's Solid Waste Ordinance has not been modified to incorporate this change in collection method. Many of the revisions that staff is recommending to this chapter are simply to ensure that the language is consistent with current operations.

The implementation of an automated collection system modified the method as to how solid waste is placed out for residential collection. Consequently, one suggested revision will enable the Code Compliance division to enforce any violations related to improper placement, usage, and storage of the City-issued carts. The storage of the carts has been the most common issue with the Code Compliance division. The current ordinance doesn't allow for containers to be placed in public view. For many homeowners, the only feasible option is to place them either at the side, or in front of the home. The suggested revisions request that the carts shall not be stored along the curb, and an effort to remove them from public view is achieved. Furthermore, any nuisance issues created by the improper placement, or incorrect timing, of debris for both yard waste and bulky waste set out for collection can now be addressed by Code Enforcement personnel as needed.

In addition, currently any person or entity collecting solid waste within the City limits is required to obtain a waste hauling permit. Suggested revisions will require any

person or entity that collects solid waste from outside the city limits, and is attempting to haul it through the City, must also adhere to the same permitting policy. This enables the City to monitor all waste transporters operating in the city, so that they do not pose a threat to the well-being of the community.

RECOMMENDED ACTION

Approve and adopt revisions to Chapter 86; Solid Waste Ordinance

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-07**

AN ORDINANCE AMENDING CHAPTER 86 “SOLID WASTE” OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, CONCERNING THE PROVISION OF SOLID WASTE SERVICES, INCLUDING RECYCLING; REGULATIONS APPLICABLE TO COLLECTION AND DISPOSAL OF SOLID WASTE; THE LICENSING OF SOLID WASTE HAULERS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

WHEREAS, the City of Kerrville, Texas (“City”), has the authority to safeguard the health, general welfare, and physical property of its residents and others; and

WHEREAS, City Council previously adopted rules and regulations concerning the disposal and collection of solid waste and the regulation of solid waste haulers within the City, as found within Chapter 86 of the City’s Code of Ordinances (“Chapter 86”); and

WHEREAS, during the summer of 2015, the City began collecting household waste through the use of carts issued by the City’s solid waste provider, which allowed the provider to implement an automated curbside collection system; and

WHEREAS, based upon this change and other changes related to how the City collects and disposes of solid waste and conducts recycling, along with similar activities, City staff reviewed Chapter 86 in an effort to update and clarify its provisions and to remove language that is no longer necessary with respect to the City’s curbside collection services; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 86 of the Code of Ordinances of the City of Kerrville, Texas, to revise sections regarding the provision and regulation of solid waste services;

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

SECTION ONE. Chapter 86 “Solid Waste”, of the Code of Ordinances of the City of Kerrville, Texas, is amended by deleting Section 86-1 in its entirety and replacing it with a new Section 86-2 as follows and indicated by the underlined language (new):

“Sec. 86-1. - Definitions.

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

Bags means plastic sacks designed to temporarily store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top.

Bulky waste means large items with weights and/or dimensions and proportions greater than those allowed for standard collection with a cart, to include furniture, mattresses, white goods, barbecue grills, and carpet. Bulky waste does not include household waste, construction debris, dead animals, yard waste, stable matter, or hazardous waste.

Cart means a collection receptacle issued by the City or its provider to collect and contain household waste and recyclables.

City means the corporate limits of the City of Kerrville, Texas.

City Manager means the City Manager or his/her designee.

Commercial and industrial units means all premises, locations, or entities, public or private, requiring refuse collection within the City which are not a residential unit and for which the City does not provide solid waste services.

Construction debris means waste resulting from construction, demolition, or remodeling work including fencing, flooring, sheetrock, paneling, cement, bricks, lumber, and shingles.

Container means a receptacle that is less than 45 gallons constructed of plastic, metal, or fiberglass; having handles of adequate strength for lifting; having a tightfitting lid capable of preventing spillage; and a mouth with a diameter greater than or equal to that of the base.

Dumpster means a metal container designed to be lifted and emptied mechanically.

Garbage means solid waste from the domestic and commercial preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

Glass means empty clear or colored glass bottles or jars and does not include light bulbs, mirrors, drinking glasses, or other glassware.

Household hazardous waste means any hazardous waste generated from a residential unit that contains chemicals, to include bleaches, herbicides, pesticides, drain cleaners, paint thinners and solvents, oil based paints, and medical waste.

Household waste means any solid waste, including garbage, derived from a residential unit, and not including yard waste.

Landfill means the type I municipal solid waste facility owned by the City and located within the City and operated pursuant to TCEQ M.S.W. Permit No. 1506A, as issued and amended by TCEQ. The landfill includes the operations of separately registered sites such as the transfer station (No. 40240) and composting facility (No. 42028).

Manufactured home and mobile home mean a “HUD-Code manufactured home” and a “mobile home,” respectively, as defined in the Texas Manufactured Housing Standards Act, as amended (Ch. 1201, Tx. Occupations Code).

Manufactured home rental community means a development located within the City consisting primarily of one or more lots which are leased by individuals for the purpose of locating a manufactured home or mobile home on the lot and which may have some space for the temporary location of recreational vehicles.

Medical waste means medical and infectious waste generated from a residential unit, including needles, lancets, or syringes.

Multifamily complex means a collection of more than four total residential units in one or more structures having some common element of name, association, ownership, or control and having a single master water meter for purposes of obtaining water service from the City but not including a manufactured home rental community.

Municipal solid waste means solid waste resulting from or incidental to municipal community, commercial, institutional, and recreational activities, and all other solid waste other than industrial solid waste.

Plastic means a synthetic material and labeled within a triangle with a number 1, 2, or 5.

Putrescible waste means organic wastes, such as garbage, waste water treatment plant sludge, and grease trap waste that is capable of being decomposed by microorganisms with sufficient rapidity as to cause odors or gases or is capable of providing food for or attracting birds, animals, and disease vectors.

Residential unit means a building or portion of a building which is arranged, occupied, or intended to be occupied as a single-family living quarters and includes facilities for food preparation and sleeping. Unless otherwise stated, manufactured homes, mobile homes, and recreational vehicles occupied and located substantially at a single location for more than 30 consecutive days are also defined as residential units.

Special waste means any solid waste that because of its quantity, concentration, physical, chemical characteristics, or biological properties require special handling and disposal to protect human health or environment.

Stable matter means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

White goods means stoves, refrigerators, dishwashers, freezers, washing machines, dryers, water heaters, air conditioners, and other household appliances which are primarily constructed of metals such as steel and aluminum and can be substantially recycled.

Yard waste means leaves, grass clippings, yard and garden debris, branches, and brush including clean woody vegetative materials not greater than six inches in diameter and six feet in length that results from landscaping maintenance and land clearing operations. The term "yard waste" does not include stumps, roots, or shrubs with intact root balls.

SECTION TWO. Chapter 86 "Solid Waste", of the Code of Ordinances of the City of Kerrville, Texas, is amended by deleting Section 86-2 in its entirety and replacing it with a new Section 86-2 as follows and indicated by the underlined language (new):

"Sec. 86-2. – City to provide solid waste services; collection rates.

(a) *Provision of services.* The City shall provide or have provided solid waste services to each residential unit within the City which is not part of a multifamily complex, a manufactured home rental community, and/or a commercial or industrial unit, all of which must receive separate solid waste collection services. Solid waste services provided by the City will consist of the curbside collection of household waste, recyclable materials, yard waste, and bulky waste.

(b) *Use of service.* Each residential unit within the City shall utilize the solid waste services provided by the City.

(c) *Residential collection rates.* The City shall impose fair and reasonable charges for its provision of solid waste services, such charges as determined from time to time by City Council and established within the City's fee schedule. The fee schedule is maintained by the office of the City Secretary and on the City's website.

(d) *Collection and payment of collection charges.* The City shall assess charges for services specified within subsection (a) and such charges are due and payable when specified on the invoice. Failure to pay the bill when due shall result in the imposition of penalty fees as specified within the City's fee schedule. In addition to the assessed fees, the City may suspend the collection of solid waste services and/or seek civil and/or criminal remedies as appropriate."

SECTION THREE. Chapter 86 “Solid Waste”, of the Code of Ordinances of the City of Kerrville, Texas, is amended by deleting Section 86-3 in its entirety and replacing it with a new Section 86-3 as follows and indicated by the underlined language (new):

“Sec. 86-3. - Solid waste collection.

(a) Generally. No person shall place, caused to be placed, collect, or allow to be collected any solid waste on the exterior of any building, structure, or fence except in a bag, container, cart, or dumpster.

(b) Household waste curbside collection. Household waste placed for curbside collection shall be placed in accordance with the following regulations:

(1) All household waste must be placed in a cart(s);

(2) The contents of any single cart of household waste, combined with the weight of the cart, must not exceed 100 pounds;

(3) All household waste shall be placed inside the cart(s) and the lid must be able to close completely;

(4) Household waste placed for collection shall not be mixed with or contain;

a. Hazardous waste, except household hazardous waste;

b. Special waste, except:

1. One or more dead animals with a combined weight of less than ten pounds; or

2. Special waste generated from a residential unit;

c. Medical waste; however, such waste must be properly contained before disposing of in the cart. Lancets, syringes, and hypodermic needles shall be placed in a rigid, leak-proof, and puncture resistant container with a secured and taped lid and must be clearly labeled identifying the contents before placing in the cart. Depositing or disposing of improperly contained medical waste in any cart is prohibited;

d. Yard waste; or

e. Construction debris, which causes the weight of the cart to exceed 100 pounds or prevents the lid from completely closing.

(c) *Recyclable materials collection.* Residential units receiving solid waste services pursuant to section 86-2 shall participate in the City's residential recyclables collection program subject to the following:

(1) The recyclable materials to be collected at curbside shall be limited and subject to the following:

a. Newspaper, which is not soiled or contaminated, tied or strapped together, or placed in a bag of any type;

b. Steel, bimetal, and aluminum but must safely fit inside the recycling cart, allow its lid to completely close, not cause recyclables to become stuck in the cart, or cause the cart to exceed 100 pounds;

c. Glass which is rinsed and made reasonably clean. Glass must not be broken or contain any material substance;

d. Plastic which is rinsed, reasonably clean, and has caps removed;

e. Paper goods including advertisements, brochures, magazines, and catalogues; and

f. Cardboard boxes that are flattened and cut but which must fit safely inside the recycling cart, allow its lid to completely close, not cause recyclables to become stuck in the cart, or cause the cart to exceed 100 pounds.

(2) All recyclable materials shall be placed in a recycling cart that allows its lid to completely close.

(3) A recycling cart shall not contain any nonrecyclable solid waste or yard waste.

(d) *Yard waste collection.* Residential units receiving solid waste collection services pursuant to section 86-2 may participate in the City's yard waste collection program subject to the following:

(1) Brush placed for collection must be neatly stacked perpendicular to the adjacent roadway with the large end of the branches facing the curb;

- (2) Limbs, branches, or trees must not exceed six feet in length and/or six inches in diameter;
- (3) The amount of brush may not exceed 2 cubic yards in volume;
- (4) Grass clippings or leaves must be placed in bags or containers;
- (5) Yard waste may not contain any other type of solid waste, including construction debris;
- (6) Brush piles shall not be placed within three feet of carts, mailboxes, or any other structure, and not within five feet of any vehicle, and must have at least sixteen feet of overhead clearance, including from structures, utility lines, and trees;
- (7) Yard waste shall be placed no later than 7:30 a.m. of the day of scheduled collection and shall be placed not earlier than ten days prior to the scheduled collection.

(e) *Bulky waste collection.* Residential units receiving household waste collection services pursuant to section 86-2 may participate in the City's bulky waste collection program subject to the following:

- (1) Items to be collected shall be placed adjacent to the paved portion of the roadway;
- (2) Items shall not be placed on top of water meters or within three feet of carts, mailboxes, or any other structure, and not within five feet of any vehicle, and must have at least sixteen feet of overhead clearance, including from structures, utility lines, and trees;
- (3) Carpet shall be in sections not larger than six feet by six feet and must be rolled and tied;
- (4) White goods shall not contain chlorofluorocarbons (CFC's), as found in air conditioners, freezers, and refrigerators; propellants (in aerosol applications); or solvents; some of which are commonly known by the trade name Freon, and must be tagged by a licensed technician if Freon has been reclaimed;
- (5) Bulky waste shall not contain putrescible waste, tires, hazardous waste, chemicals, ammunition, yard waste, sinks, vanities, tubs, toilets, glass, or construction debris;

(6) Bulky waste shall be placed no later than 7:30 a.m. of the day of scheduled collection and shall be placed not earlier than ten days prior to the scheduled collection.

(f) Placement for collection. Carts containing household waste or recyclable materials to be collected by the City or its contractor shall be placed not earlier than 8:00 p.m. on the day prior to the scheduled day of collection nor later than 7:30 a.m. on the scheduled date of collection and shall comply with the following:

(1) Placed as close as practical to the paved portion of the roadway adjacent to the residence without interfering with or endangering the movement of vehicles or pedestrians;

(2) If construction work is being performed in the public right-of-way adjacent to the residence, as close as practical to an access point for contractor's collection vehicle; and

(3) Carts shall not be placed within three feet of any other cart, mailboxes, or other structures, and not within five feet of any vehicle, and must have at least sixteen feet of overhead clearance, including from structures, utility lines, and trees.

(g) Storage and removal of carts. Carts shall not be stored at or near the curb of a residential unit any day when collection is not scheduled. Emptied carts shall be removed from the public right-of-way not later than 10:00 p.m. on the day of collection.

(h) Collection days. The City Manager shall designate the schedule for collection of household wastes, recyclable materials, yard wastes, and bulky wastes pursuant to this Chapter.

(i) Prohibited obstructions. It shall be unlawful to park, place, or allow or cause to be parked or placed any motor vehicle, trailer, boat, or similar obstruction within five feet of, or obstruct in any manner the collection of solid waste scheduled for collection."

SECTION FOUR. Chapter 86 "Solid Waste", of the Code of Ordinances of the City of Kerrville, Texas, is amended by revising Section 86-4 to add the language that is underlined (added) and deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

"Sec. 86-4. - Disposal of solid waste at city landfill.

(a) Solid waste acceptable for disposal; prohibited wastes. Except as otherwise authorized ~~[by resolution or ordinance adopted]~~ by the City Council, no person shall dispose of any solid waste at the landfill except municipal solid waste generated ~~[in the county]~~ within Kerr County, and which is permitted to be disposed of at the landfill under

the permits, laws, and regulations governing operation of the landfill. Furthermore, no person shall dispose of, or attempt to dispose of, the following at the landfill:

- (1) Hazardous waste, except household hazardous waste commingled with other compacted household waste;
- (2) Solid waste generated outside the county, unless acceptance of such solid waste is specifically approved ~~[by resolution]~~ of the City Council;
- (3) Special waste, except as follows:
 - a. Sludge from municipal wastewater treatment plant, other types of domestic sewage treatment plants, and water-supply treatment plants which is directed for disposal in the city's composting facility as allowed by the ~~[TNRCC]~~ TCEQ;
 - b. Grease and grit trap waste;
 - c. Dead animals; and
 - d. Such other special waste as may be approved by the ~~[director]~~ City Manager and approved by the ~~[TNRCC]~~ TCEQ;

(4) White goods; and/or

(5) Tires~~[;]~~

~~[(6) Yard waste except yard waste which:-~~

- ~~a. Exceeds amounts which can be reasonably composted at the city's composting facility; and-~~
- ~~b. Is received at the landfill following a clean-up of yard waste generated by a natural disaster.]~~

(b) *Payment of landfill charges.* Any person disposing of waste at the landfill shall pay the charges therefor as may be:

- (1) Promulgated by the City; or
- (2) Authorized by the City by contract to be charged by the City's contractor."

SECTION FIVE. Chapter 86 “Solid Waste”, of the Code of Ordinances of the City of Kerrville, Texas, is amended by deleting Section 86-6 in its entirety and replacing it with a new Section 86-6 as follows and indicated by the underlined language (new):

“Sec. 86-6. - Unlawful dumping or littering.

(a) It shall be unlawful and is hereby declared a public nuisance for any person to throw, dump, deposit, or place any litter, trash, or waste material of any kind on public or private property within the City limits or its extraterritorial jurisdiction. It shall be an affirmative defense to prosecution that the litter, trash, or waste material was thrown, dumped, deposited, or placed at the landfill or another properly licensed disposal area.

(b) Any person who shall violate any of the provisions of this section or fail to comply therewith shall be deemed guilty of a class ‘C’ misdemeanor and, upon conviction, shall be fined not less than \$200.00 nor more than \$2,000.00 and be liable for cleanup costs associated with removal. This offense is hereby declared to be a strict liability offense and the culpable mental state required by section 6.02 of the Texas Penal Code, is hereby specifically negated and clearly dispensed with.”

SECTION SIX. Chapter 86 “Solid Waste”, of the Code of Ordinances of the City of Kerrville, Texas, is amended by revising Section 86-7 to add the language that is underlined (added) and deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

“Sec. 86-7. - Using containers without consent.

No person shall disturb, tamper with, or place any solid waste in a container, cart, or dumpster located on property owned by another without the consent of the owner or the person in effective control of the property or the container, cart, or dumpster.”

SECTION SEVEN. Chapter 86 “Solid Waste”, of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Section 86-8 as follows to add the language that is indicated by the underlined language (new):

“Sec. 86-8. - Food service establishments.

Solid waste generated by a food service establishment and stored on the exterior of a building for collection shall not be stored:

(1) In bags, unless the bag is placed in a container or dumpster;

(2) In wet-strength paper bags;

- (3) In baled units containing garbage or rubbish;
- (4) In dumpsters which are not equipped with tightfitting lids, doors, or covers which makes the solid waste stored therein reasonably inaccessible to insects and rodents;
- (5) In dumpsters equipped with drains that do not have a drain plug in place; or
- (6) In any other manner which may allow rodents, vermin, or animals to access the solid waste.”

SECTION EIGHT. Chapter 86 “Solid Waste”, of the Code of Ordinances of the City of Kerrville, Texas, is amended by deleting Section 86-9 in its entirety and replacing it with a new Section 86-10 as follows and indicated by the underlined language (new):

“Sec. 86-~~9~~10. – Scavenging.

The meddling with or theft from any bag, container, cart, or dumpster or in any way pilfering, scavenging, or scattering contents from any such container is prohibited. It is further prohibited for any person to place or remove anything in any bag, container, cart, or dumpster unless placed or removed by the person or entity owning or exercising control over the container or paying for its use.”

SECTION NINE. Chapter 86 “Solid Waste”, of the Code of Ordinances of the City of Kerrville, Texas, is amended by revising Section 86-10 to add the language that is underlined (added) and deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

“Sec. 86-~~10~~11. – ~~[Regulation]~~ Licensing of solid waste ~~[collectors]~~ haulers; prohibited conduct.

- (a) *License required.* ~~[Except as permitted by this section, no person or entity may collect solid waste for a fee from any location within the city limits without first obtaining from the city:~~

~~(1) A small waste collector's license, if the person or entity will be using no more than two vehicles, in the operation of its business, of which no more than one vehicle is a compactor vehicle; or~~

~~(2) A waste collector's license, if the person or entity desires authority to use more than two vehicles, in the operation of its business.]~~

(1) No person shall engage in the business or occupation of hauling solid waste or recyclable materials within the City without first obtaining a license to do so from the

City and comply with all the requirements for the conduct of such business as hereinafter provided.

(2) A licensed hauler shall not provide solid waste services to residential units currently being provided by or for the City.

(b) *Exemptions from licensing.* No license shall be required pursuant to this section if:

- (1) The person or entity is collecting solid waste pursuant to a contract with the City;
- (2) The person or entity is collecting yard waste in association with the operation of a mowing, landscaping, or tree and shrub pruning and removal business;
- (3) The person or entity is collecting secondhand goods on behalf of a nonprofit organization; ~~or~~
- (4) The person or entity is collecting hazardous waste pursuant to a license or permit issued by the ~~TNRCC~~ TCEQ; or

(5) The person or entity is collecting bulky waste and such service is incidental to their main business and they are not operating as a solid waste provider.

(c) *Application.* A person or entity desiring a license pursuant to this section shall submit an application on forms approved by the ~~director of public works~~ City Manager which shall contain or be accompanied by the following:

- (1) The name and address of the person or entity seeking the license;
- (2) The name and address of the registered agent for service of process for the applicant;
- (3) The name and address of each person and entity, including stockholders, which owns more than a five percent interest in the business seeking the application;
- (4) The names and addresses of all officers, general partners, and/or directors of the applicant;
- (5) The description, vehicle registration number, vehicle identification number, and owner of each vehicle the applicant will use to collect solid waste pursuant to the license;
- (6) A detailed description of the solid waste collection services to be provided;

- (7) The application fee required by subsection (d) of this section;
- (8) A certificate of insurance evidencing the insurance required by subsection (e) of this section;
- (9) Such other information as may be required by the City Council~~;~~ or City Manager ~~;~~
~~or director of public works~~.

(d) *Application fee; renewal application fee.* A non-refundable application fee shall be paid by an applicant for a license pursuant to this section and in an amount as may be established from time to time by City Council and as specified in the City's fee schedule.

(e) *Insurance.* A person or entity holding a license issued pursuant to this section shall at all times during the term of said license, including any renewal periods, maintain in full force and effect workers compensation, automobile liability, general liability and property damage insurance in amounts established from time to time by City Council and as specified in the City's fee schedule.

(f) *Indemnification for injuries to person or property.* Prior to issuance of a license pursuant to this section, the applicant must agree in writing to indemnify, defend and hold harmless the city, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, (including but not limited to attorneys' fees) or other liability for personal injury, death or damage to any person or property which arises from or is in any manner caused or alleged by any claimant to be caused by the intentional or negligent act or omission of the licensee, its officers, employees, agents, servants, contractors, subcontractors, invitees, or licensees which are related to the collection, transportation, and/or storage of solid waste prior to disposal.

(g) *Licenses and taxes.* All holders of licenses pursuant to this section shall obtain all licenses and permits required by state or federal law which the licensee must obtain in order to perform the services described in this section and promptly pay when due all taxes required by any governmental entity with taxing authority.

(h) *Term of license.* A license issued pursuant to this section and any renewal and extension of such license shall each have a term of one year from the date of issuance.

(i) *Renewal of license.* A licensee that is in good standing may request renewal and extension of the license by filing not later than 30 days prior to the expiration of the current license an application for renewal in the same manner as an original license and the payment of the renewal application fee required by subsection (j) of this section.

(j) *Renewal application fee.* A non-refundable application fee shall be paid by an applicant for the renewal and extension of a license pursuant to this section in amounts established from time to time by City Council and as specified in the City's fee schedule.

(k) *Revocation of license.* A license issued pursuant to this section may be revoked by the City Manager on a finding that:

- (1) The licensee is in violation of this chapter, or any other federal, state, or local law or regulation; or
- (2) The licensee has failed to provide safe, responsible, neat, and diligent service to customers.

(l) *Nontransferable license.* A license issued pursuant to this section may not be assigned or transferred in any manner.

(m) *Vehicle markings.* Each vehicle operated under a license issued pursuant to this section shall display on the right front bumper the sticker issued by the city indicating the vehicle has been permitted pursuant to this section."

SECTION TEN. Chapter 86 "Solid Waste", of the Code of Ordinances of the City of Kerrville, Texas, is amended by revising Section 86-11 to add the language that is underlined (added) and deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

"Sec. 86-~~11~~12. - Litter.

(a) *Handbills.* It shall be unlawful for any person to place, scatter, or throw upon the public thoroughfares any handbills, posters, advertisements, flyers, or papers. Nothing in this section shall be construed to authorize any person to obstruct the public thoroughfares or create any nuisance therein. This section shall not interfere with, ~~[or]~~ prevent, or prohibit the posting of notices required by law to be posted.

(b) *Littering public places.*

- (1) It shall be unlawful for any person to sweep or deposit dirt, trash, yard waste, or other litter into any street or onto any sidewalk within the City. It shall be unlawful for any person to scatter papers or other material detrimental to the order of the City in the public parks or streets, or on any sidewalk.
- (2) Any vehicle trailer, or container utilized by a person or firm, whether owned or hired, to transport garbage, trash, rubbish, or debris along or across any public street

or alley within the City limits shall have sideboards and a tailgate equal to or greater than the height of the load being transported and adequate to contain the materials being hauled, and the tailgate shall be closed and securely fastened. The vehicle shall also be equipped with a cover designed to prevent the accidental loss of materials being hauled, to include a tarp, netting, device, or other material intended to prevent littering.

(c) *Littering private places.* It shall be unlawful for any person to deposit any litter on any private lot or premises, whether such lot is owned by such person or another. All trash or litter shall be placed in approved containers.

(d) *Penalty for violation.* Any person who violates any of the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof, shall be punished as provided in section ~~1-8~~ 1-7.”

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

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

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

SECTION FOURTEEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION FIFTEEN. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City’s Charter, the City Secretary is authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

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

ATTEST:

Bonnie White, Mayor

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

5A. Application for variance from distance requirement for a boarding home facility proposed to be located at 316 Jefferson Street. (staff)

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

SUBJECT: Distance Variance Request for a Boarding Home located at 316 Jefferson Street

FOR AGENDA OF: 03/14/2017

DATE SUBMITTED: 03/02/17

SUBMITTED BY: Brittney Andry

CLEARANCES: Don Davis, Interim City Manager

EXHIBITS: Boarding Home Distance Variance request along with information of the boarding home.

AGENDA MAILED TO: 1773 Blessed Ln. Unit B, Kerrville, Texas 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

This is a boarding home distance variance request. This home is within a ½ mile of four (4) other boarding homes, pursuant to Code of Ordinances § 3-17. The boarding home would be operated by Brittney Andry. The home is located at 316 Jefferson St in Kerrville, Texas. The denial relates to request for the City to allow a boarding home within a ½ mile of four (4) other boarding homes. The property is zoned C11.

RECOMMENDED ACTION

Staff recommends denial of the Distance Variance Request. It does not meet the ½ mile distance requirement set in the Boarding Home Ordinance Section 30-17

Sec. 30-17. - Variance from distance requirement.

- (a) City council may grant a variance to a proposed boarding home facility authorizing its location within one-half mile of another boarding home facility.
- (b) The variance procedure is as follows:
 - (1) *Application.* When requesting a variance from the distance requirement found within section 30-18, the applicant must submit the following information to the director:
 - a. Completed variance request form with the following information:
 - 1. The name and address of the applicant for the boarding home facility;
 - 2. The name and address of the boarding home facility subject to the request, if applicable;
 - 3. The name of the property owner for the property where the boarding home facility is proposed to be located;
 - 4. The name and address of the boarding home facility currently in existence which triggered the request for variance;
 - 5. Notarized authorization of the property owner consenting to the variance request: and
 - 6. The payment of the applicable fee for the variance, which is nonrefundable.
 - b. Statement of justification as to how the variance meets the criteria in this section:
 - c. A site and floor plan showing the following information:
 - 1. North arrow and scale;
 - 2. Boundaries of the property;
 - 3. Location and dimensions of all buildings and structures; and
 - 4. All fences, parking area, and landscape area.
 - (2) *Hearing.* The director shall set a date for a public hearing on the first available city council agenda after the passage of 30 days from the date a complete variance application is received;
 - (3) *Notices.* No later than ten days prior to the date of the hearing, the director shall send written notice of the variance request, to include the date and time of the scheduled public hearing, to:
 - a. The property owner of the boarding home facility currently in existence which triggered the request for variance;
 - b. The applicant requesting the variance; and

Exhibit 1

- c. Each owner, as indicated by the most recently approved municipal tax roll, of real property, within 200 feet of the property.

(4) *Council decision; criteria.*

- a. In determining whether to grant a variance, city council must find that the enforcement of the distance requirement is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a permit, does not serve its intended purpose, and/or is not effective or necessary.
- b. If at the conclusion of the public hearing the city council grants the applicant's request for a variance, the city council may impose additional conditions on the granting of the variance where such conditions are intended to mitigate the impacts caused by the boarding home facility and are in the public interest.

(5) *Renewal and transfer.* A variance granted pursuant to this subsection is valid for subsequent renewals of the permit for which a variance was sought.

(6) *Variance violation.* The director may request the city attorney to seek any and all remedies available at law and or equity to assure the conditions imposed on the granting of the variance are enforced.

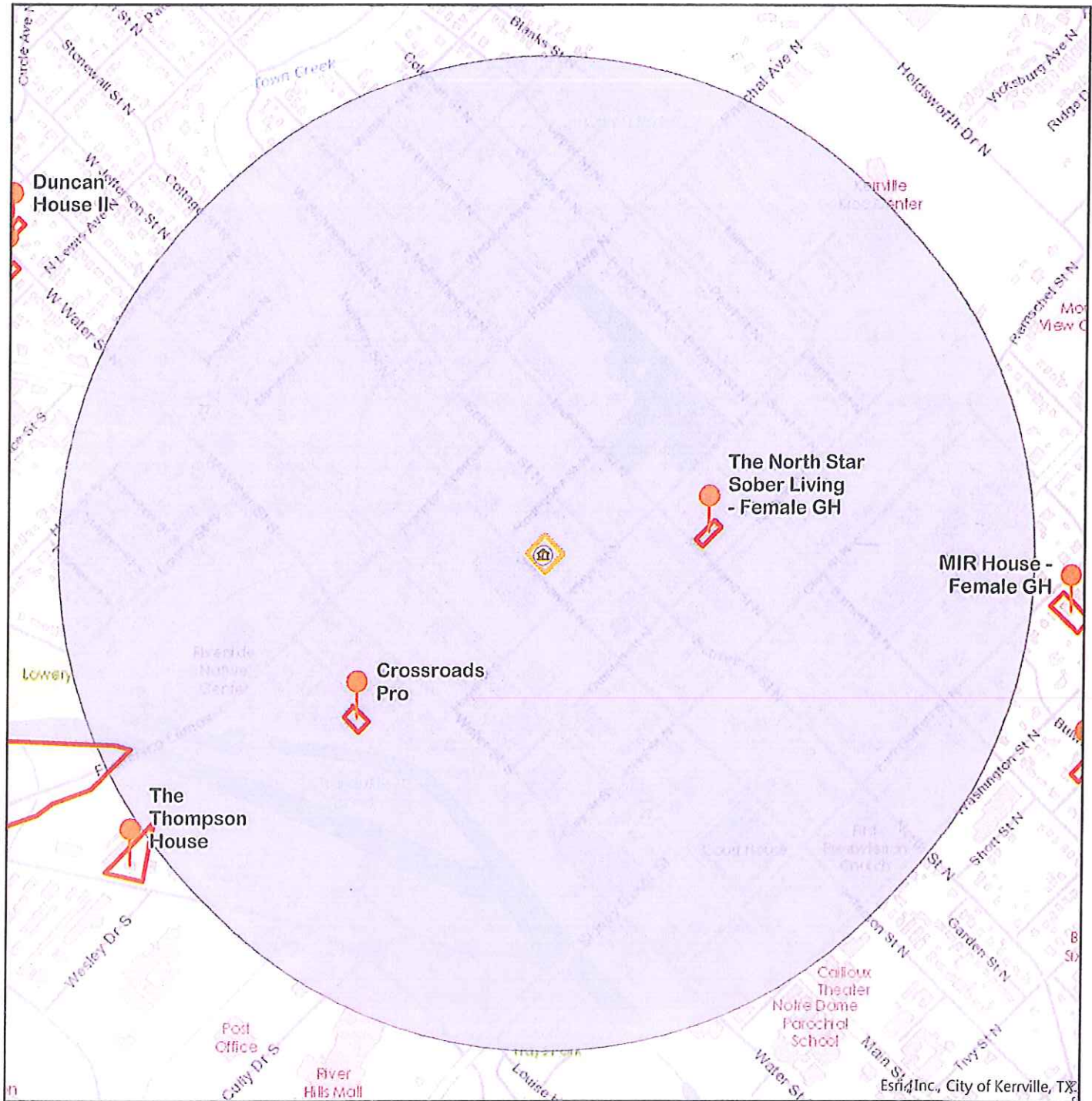
(7) *Denial.* If a variance is denied, no new application for the same location will be accepted within 12 months from date of the denial.

(Ord. No. 2013-06, § 1, 4-23-2013)



Group Home Application

316 Jefferson St N - Zoning C11



2017 Group Homes



Proposed Group Home



Existing Group Home Property



Proposed Group Home Property



One-Half Mile Radius



Existing Group Homes with 1/2-mile of Site

The North Star Sober Living - 0.14 miles

Crossroads Pro - 0.24 miles

Turner Recovery House - 0.47 miles

The Thompson House - 0.49 miles

Exported By: joyoung
Exported On: 2/8/2017 11:11 AM
0 375 750 1,500
Scale In Feet



Development Services Department

200 Sidney Baker St. N.
Kerrville TX 78028
(830) 258-1170

Payment 150.00

835

Boarding Home variance request for Distance Requirements

REC 2/2/17

Date application submitted: 2/2/17

Applicant's Name: Brittany Andry

Applicant's Address: 1773 Blessed Ln. Unit B

Telephone #: 214-208-8922 Alternate #: _____

Email: princessnicole2b@aol.com

Name and address of the Boarding Home Facility subject to the request: _____

Divine Promises, 316 Jefferson

Name of Property Owner for the property where the boarding home facility is proposed to be located:

Dan Kuykendall, 230 Box S Drive

Name and address of the Boarding Home facility that is currently in existence that triggers the variance request: North Star Sober Living for Women 418 McFarland

property owner: Gayle Abernethy

Submittal checklist for Boarding home variance request for distance requirements

- ☒ Notarized authorization of the property owner consenting to the variance request.
 - ☒ \$150.00 payment application fee (non-refundable)
 - ☒ Statement of justification as to how the variance meets the criteria in this section:
 - ☒ A site and floor plan showing the following information:
 1. North arrow and scale
 2. Boundaries of the property
 3. Location and dimensions of all buildings and structures and
 4. All fences, parking area and landscape area
-

February 2, 2017

To Whom It May Concern,

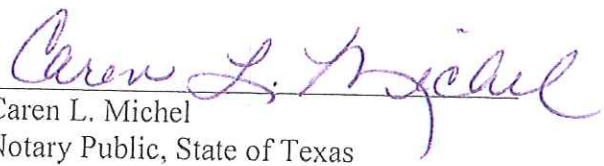
I, Dan Kuykendall, owner of the property located at 316 Jefferson, have no objection to this property being used as a boarding home. I also have no objection to the property being less than ½ of a mile from another boarding home.



Dan Kuykendall
230 Box S Drive
Kerrville, TX 78029
(830) 739-2840

STATE OF TEXAS
COUNTY OF KERR

Subscribed and sworn to before me, this 2nd day of February, 2017 to certify which witness by hand and seal of office.



Caren L. Michel
Notary Public, State of Texas

From: Gayle Abernethy
Representing the Gayle Abernethy Dynasty Trust

January 25, 2017

To" City of Kerrville

I own the property located at 418 McFarland Dr in Kerrville. This building houses North Star Sober Living for Women. This letter is in reference to Mrs. Brittnay Andry, whom is requesting a variance to open a boarding home at 316 Jefferson, which is less than 1/2 mile from my property. I hereby give my consent to Mrs. Andry for this variance, and feel her home would be an asset to the community.

Feel free to call me at the number if any questions 972-365-7948

X Gayle Abernethy
Gayle Abernethy

Signed this 30 day of January 2017

Notar Roddy Miller Kerrville TX

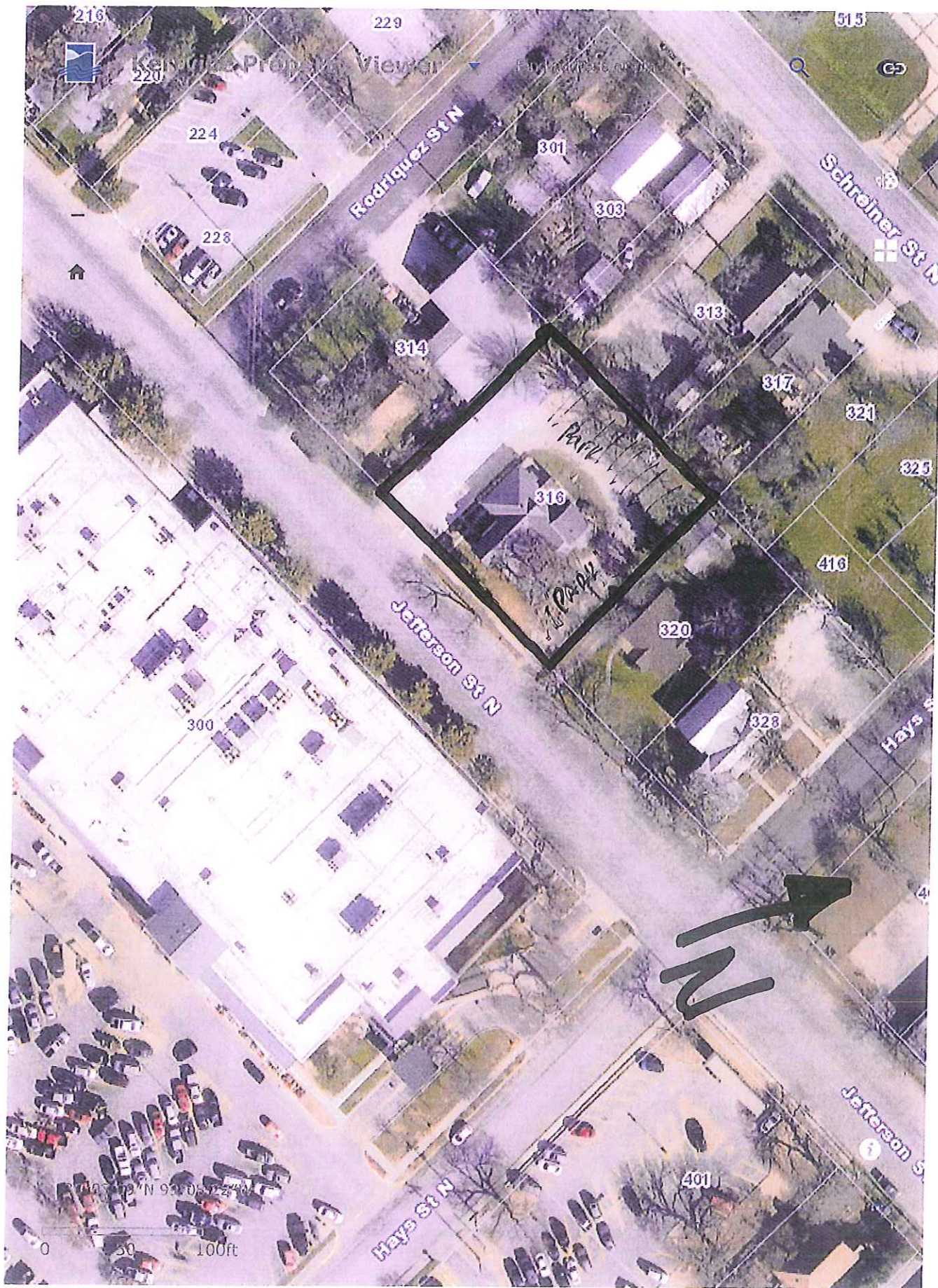
February 14, 2017

The property located at 316 Jefferson would be an ideal location for a women's group home and has the square footage to accommodate them comfortably. This property is in a commercial zone, centrally located directly behind HEB. This location would allow the residents who do not have a vehicle easy access to grocery shopping, meetings, and finding employment. Although, the majority of residents do not come here with a vehicle, there is plenty of parking for more than 12 vehicles.

Allowing this property to be a sober home would not constitute any problems to the public, rather, it would be beneficial to the members of the recovery community and also to the general public of the city of Kerrville. These women become employees of our local businesses, members of our churches, and often freely spend time doing community service or volunteer work. There is a need for beds for women with the disability to come and begin a new life. Although this property is within a ½ mile from four other sober homes, two of them being for women, those homes are consistently full which demonstrates the need for more housing accommodations for women with this disability in the community.

Most of the women who come here to begin a new life come with practically nothing. This home would be beneficial for them to rebuild their life while living in a safe environment with easy access to resources around the city. Central location is key to their success. The accommodation will allow the individuals with the disability access to housing they otherwise would not qualify for. It will be a place for them to build a strong foundation and become productive members of society.


Brittany Andry



RESIDENT OCCUPANCY FORMULA "R3"

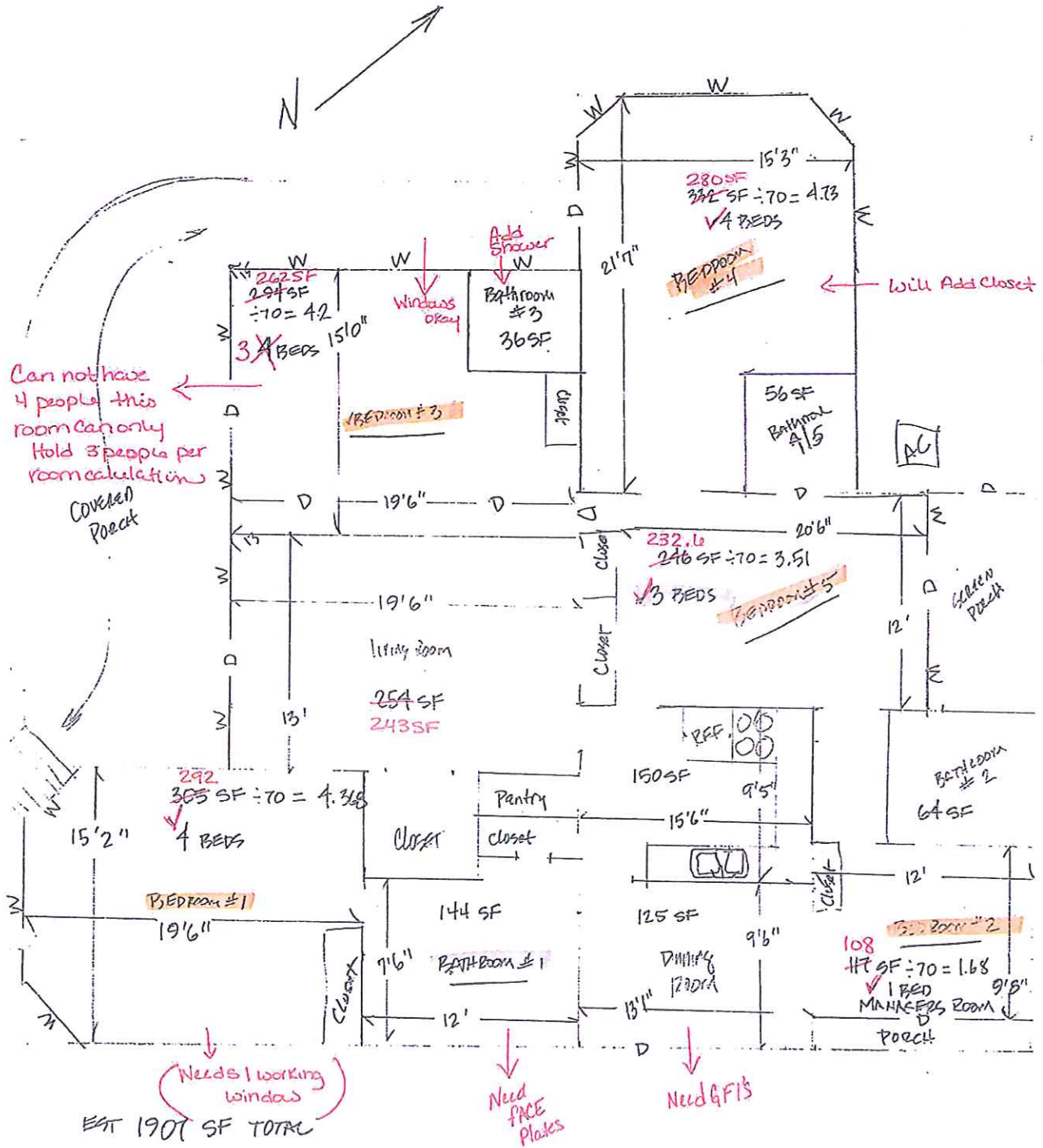
1. $1907 \text{ SF} \div 150 = 12.713$ (12)
2. Sleeping rooms $5 \times 2 = (10)$
3. Bathrooms $\times 6 = (24)$

ORD 2013-06 SEC 30-28 (c) 70 SF PER BED

D - EXIT DOOR
W - WINDOW

#1-4
2-1
3-4
4-4
5-3
16 BEDS REQUESTED

316 Jefferson





City of Kerrville

200 Sidney Baker St. North
Kerrville, TX 78028
(830) 258-1172

RECEIVED
2/2/17

BOARDING HOME PERMIT APPLICATION

Boarding Home Application Number:

0201700106

1.	Boarding Home Name: <u>Divine Promises</u>			
	Site Address: <u>316 Jefferson</u>	Building #	Suite #	
	Legal Description: <u>Schreiner Blk 53 Lot 363, 364, 365</u>	Block: <u>53</u>	Lots: <u>363, 364, 365</u>	Existing Zoning: <u>C-1</u>
2.	Is this Boarding Home facility within 1/2 mile of another licensed Boarding Home? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
	Has the applicant received a variance for the 1/2 - mile distance requirement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>			
3.	Boarding Home Owner/Operator: <u>Brittany Andry</u>	Date of Birth: <u>10/8/87</u>	Phone: <u>214-208-3422</u>	Fax:
	Home Address: <u>1773 Blessed Ln Unit B</u>	Email: <u>princessnicole26@aol.com</u>		
	City: <u>Kerrville</u>	State: <u>Texas</u>	Zip Code: <u>78028</u>	
	Driver's License/I.D. # <u>TX 20700592</u>			
	Is this facility rented from property owner? <input checked="" type="checkbox"/> Owner Approval Letter attached? <input checked="" type="checkbox"/>			
	Emergency Contact # <u>J</u> Name: <u>Jacob Andry</u> Address: <u>1773 Blessed Ln Unit B</u> Phone: <u>210-218-4209</u> Email: <u>jnehman436@gmail.com</u>			
4.	Property Owner (If not Same): <u>Dan Kuykendall</u>	Phone: <u>830-739-2840</u>	Fax:	
	Home Address: <u>230 Box S Drive</u>	Email:		
	City: <u>Kerrville</u>	State: <u>Texas</u>	Zip Code: <u>78028</u>	
	Driver's License/I.D. # <u>08325334</u>			
	Property Owner (If not Same):	Phone:	Fax:	
	Home Address:	Email:		
	City:	State:	Zip Code:	
	Driver's License/I.D. #			
5.	Does the property owner or operator own/operate another Boarding Home within the City of <u>Kerrville</u> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide the name, address, Boarding Home permit number, owner/operator's name and address. Use additional sheets as needed.			
6.	Documentary evidence of payment of ad valorem taxes, fees, fines and penalties owed to the City in connection with real property used to operate the Boarding Home facility <input checked="" type="checkbox"/>			
7.	Desired number of residents <u>2416</u> Use attached formula sheet to determine number of residents allowed.			
8.	Attach: Sketch of Floor Plan - Detailing the total square footage of the Habitable Space as defined by the Ordinance. Include detailed dimensions of Bedrooms and number of Bathrooms. Attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

Exhibit 2

9. Off-Street Parking Requirements: To determine the number of off street parking space requirements, multiply the number of residents by 75%, with any resulting fraction for the number of spaces being rounded up.
Total spaces required 11.

10. Fees:
Annual Permit Fee.....\$1,000.00
Re-Inspection Fee.....\$75.00

The fee(s) are due upon submission of permit application and fee(s) are non-refundable

11. **NOTICE**

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I acknowledge that my project may be subject to the requirements of the Fair Housing Act (FHA), the Americans with Disabilities Act (ADA), the Texas Accessibility Standards (TAS), and section 504 of the Rehabilitation Act of 1973. It is my responsibility to ensure my project complies with those requirements. I affirm that for information I will contact: 1-800-949-4232 for ADA, 1-800-767-7468 for FHA, or 1-800-803-9202 for TAS.

**By filling this application, the applicant swears or affirms under penalty of perjury that, to the best of the applicant's knowledge, all information contained in the application is true and correct and that the application is complete and includes all information required to be disclosed under this section.*

Brittany Andry
Boarding Home Owner Operator Signature

1/31/17
Date:

Printed Name: Brittany Andry

* Owner:

I CERTIFY THAT I AM THE PROPERTY OWNER

Owner Signature: [Signature]

Date: 2/1/17

	Issue	Hold	Initial
Code Compliance	<input type="checkbox"/>	<input type="checkbox"/>	_____
Building Inspection	<input type="checkbox"/>	<input type="checkbox"/>	_____
Planning	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fire	<input type="checkbox"/>	<input type="checkbox"/>	_____

Approval: _____ Date: _____

TAX RECEIPT

01/31/2017 09:37AM

DIANE BOLIN, PCC
700 MAIN ST, SUITE 124
KERRVILLE, TX 78028

Receipt Number	
4549023	
Date Posted	12/30/2016
Payment Type	P
Payment Code	Full
Total Paid	\$1,054.42

PAID BY:

KUYKENDALL, DAN
230 BOX S DR N
KERRVILLE, TX 78028

Property ID	Geo	Legal Acres	Owner Name and Address									
36410	6100-0530-363000	0.0000	KUYKENDALL, DAN 230 BOX S DR N KERRVILLE, TX 78028									
Legal Description												
SCHREINER BLK 53 LOT 363, 364, 365												
Situs	DBA Name											
316 JEFFERSON STREET N KERRVILLE, 78028												
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
KERR COUNTY	2016	0.46770	198,274	20121	N	927.33	0.00	0.00	0.00	0.00	927.33	
LATERAL ROADS	2016	0.03230	198,274	20121	N	64.04	0.00	0.00	0.00	0.00	64.04	
UPPER GUADALUPE												
RIVER AUTHORITY	2016	0.02440	198,274	20121	N	48.38	0.00	0.00	0.00	0.00	48.38	
HEADWATERS												
GROUNDWATER												
CONSERVATION												
DISTRICT	2016	0.00740	198,274	20121	N	14.67	0.00	0.00	0.00	0.00	14.67	
											1,054.42	
Balance Due As Of 12/30/2016: .00												

Operator	Batch	Total Paid
cindyg	3945 (12/30/2016 CINDY GUARDIOLA)	1,054.42

TAX RECEIPT

01/31/2017 09:48AM

Kerrville Independent School District Tax Office
329 Earl Garrett
Kerrville, TX 78028

Receipt Number**504608**

Date Posted	12/30/2016
Payment Type	P
Payment Code	Full
Total Paid	\$3,454.92

PAID BY:

KUYKENDALL HOMES
230 BOX S DR
KERRVILLE, TX 78028

Property ID	Geo	Legal Acres	Owner Name and Address									
36410	6100-0530-363000	0.0000	KUYKENDALL, DAN 230 BOX S DR N KERRVILLE, TX 78028									
Legal Description												
SCHREINER BLK 53 LOT 363, 364, 365												
Situs			DBA Name									
316 JEFFERSON STREET N KERRVILLE, 78028												
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
KERRVILLE I.S.D.	2016	1.18000	198,274	11313	N	2,339.63	0.00	0.00	0.00	0.00	2,339.63	
CITY OF KERRVILLE	2016	0.56250	198,274	11313	N	1,115.29	0.00	0.00	0.00	0.00	1,115.29	
											3,454.92	
												Balance Due As Of 12/30/2016: .00

Operator Batch
JGRAHAM 6095 (6095/04/JG)

Total Paid
3,454.92

Kerr CAD

Property Search Results > 36410 KUYKENDALL, DAN for Year 2017

Property

Account

Property ID: 36410 Legal Description: SCHREINER BLK 53 LOT 363, 364, 365
 Geographic ID: 6100-0530-363000 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 316 JEFFERSON STREET N Mapsco:
 KERRVILLE, TX 78028
 Neighborhood: Map ID: S6100
 Neighborhood CD:

Owner

Name: KUYKENDALL, DAN Owner ID: 590748
 Mailing Address: 230 BOX S DR N % Ownership: 100.0000000000%
 KERRVILLE, TX 78028

Exemptions:

Values

(+) Improvement Homesite Value: + N/A
 (+) Improvement Non-Homesite Value: + N/A
 (+) Land Homesite Value: + N/A
 (+) Land Non-Homesite Value: + N/A Ag / Timber Use Value
 (+) Agricultural Market Valuation: + N/A N/A
 (+) Timber Market Valuation: + N/A N/A

 (=) Market Value: = N/A
 (-) Ag or Timber Use Value Reduction: - N/A

 (=) Appraised Value: = N/A
 (-) HS Cap: - N/A

 (=) Assessed Value: = N/A

Taxing Jurisdiction

Owner: KUYKENDALL, DAN
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	N/A	N/A	N/A	N/A
CKV	CITY OF KERRVILLE	N/A	N/A	N/A	N/A
GKR	KERR COUNTY	N/A	N/A	N/A	N/A
RLT	LATERAL ROADS	N/A	N/A	N/A	N/A
SKV	KERRVILLE I.S.D.	N/A	N/A	N/A	N/A
UGR	UPPER GUADALUPE RIVER AUTHORITY	N/A	N/A	N/A	N/A
WHU	HEADWATERS GROUNDWATER CONSERVATION DISTRICT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

Improvement #1:	Residential	State Code:	A1	Living Area:	2166.0 sqft	Value:	N/A
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
MA		F4	SD		2166.0		
SP	ACAD CONV CODE: SP	F4			66.0		
SP	ACAD CONV CODE: SP	F4			160.0		

OP	ACAD CONV CODE: OP	F4	464.0
OP	ACAD CONV CODE: OP	F4	2012 152.0
GF2	ACAD CONV CODE: GF2	F3	2012 960.0
OP	ACAD CONV CODE: OP	F3	2012 286.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.5234	22800.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	N/A	N/A	N/A	N/A	N/A	N/A
2016	\$129,874	\$68,400	0	198,274	\$0	\$198,274
2015	\$129,874	\$68,400	0	198,274	\$0	\$198,274
2014	\$129,874	\$68,400	0	198,274	\$0	\$198,274
2013	\$129,874	\$68,400	0	198,274	\$0	\$198,274
2012	\$72,484	\$68,400	0	140,884	\$0	\$140,884
2011	\$72,484	\$68,400	0	140,884	\$0	\$140,884
2010	\$72,484	\$68,400	0	140,884	\$0	\$140,884
2009	\$72,484	\$68,400	0	140,884	\$0	\$140,884
2008	\$72,484	\$68,400	0	140,884	\$0	\$140,884
2007	\$66,387	\$68,400	0	134,787	\$0	\$134,787
2006	\$60,367	\$68,400	0	128,767	\$0	\$128,767
2005	\$56,962	\$68,400	0	125,362	\$0	\$125,362
2004	\$51,791	\$68,400	0	120,191	\$0	\$120,191
2003	\$51,791	\$68,400	0	120,191	\$0	\$120,191
2002	\$51,791	\$68,400	0	120,191	\$0	\$120,191
2001	\$51,791	\$68,400	0	120,191	\$0	\$120,191
2000	\$51,791	\$68,400	0	120,191	\$0	\$120,191
1999	\$48,033	\$68,400	0	116,433	\$0	\$116,433
1998	\$44,481	\$68,400	0	112,881	\$0	\$112,881
1997	\$35,788	\$68,400	0	104,188	\$0	\$104,188
1996	\$35,788	\$68,400	0	104,188	\$0	\$104,188
1995	\$35,785	\$68,400	0	104,185	\$0	\$104,185

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/12/2012	SWD	Special Warranty Deed	DEUTSCHE BANK I	KUYKENDALL, DAN	12-02270	02270	0000
2	11/1/2011	OT	MISC	AYALA, HENRY S	DEUTSCHE BANK I	11-07032	0000	07032
3	6/28/1996	WD	Warranty Deed	AYALA, HENRY ET.	AYALA, HENRY S	856	398	0

Questions Please Call (830) 895-5223

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.11

Database last updated on: 2/1/2017 10:51 PM

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February 2, 2017

Statement of Justification

In accordance with Section 3-17.B of the city code for boarding homes, this application contains all the requirements of the ordinance.

Brittany Andry

Brittany Andry

Trina Sanchez

From: Joshua Young
Sent: Friday, February 03, 2017 4:34 PM
To: Trina Sanchez; Trent Robertson
Cc: Danny Batts
Subject: RE: need zoning verification for the following addresses in reference to boarding homes

316 Jefferson St – C11
512 Guadalupe St – R1A

Joshua Young
GIS Coordinator
City of Kerrville
830-258-1499

From: Trina Sanchez
Sent: Thursday, February 02, 2017 5:49 PM
To: Joshua Young; Trent Robertson
Cc: Danny Batts
Subject: need zoning verification for the following addresses in reference to boarding homes

Please let me know what the zoning is for the following address :

316 Jefferson st
512 Guadalupe st

Thank you



Trina Sanchez
Assistant Director of Development Services
City of Kerrville
200 Sidney Baker Street North
Kerrville, Texas 78028
(work) 830.258.1172
(fax) 830-896-0517
Trina.sanchez@kerrvilletx.gov

Kerr CAD

Property Search Results > 36410 KUYKENDALL, DAN for Year 2017

Property

Account

Property ID: 36410 Legal Description: SCHREINER BLK 53 LOT 363, 364, 365
 Geographic ID: 6100-0530-363000 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 316 JEFFERSON STREET N Mapsco:
 KERRVILLE, TX 78028
 Neighborhood: Map ID: S6100
 Neighborhood CD:

Owner

Name: KUYKENDALL, DAN Owner ID: 590748
 Mailing Address: 230 BOX S DR N % Ownership: 100.0000000000%
 KERRVILLE, TX 78028

Exemptions:

Values

(+) Improvement Homesite Value: + N/A
 (+) Improvement Non-Homesite Value: + N/A
 (+) Land Homesite Value: + N/A
 (+) Land Non-Homesite Value: + N/A Ag / Timber Use Value
 (+) Agricultural Market Valuation: + N/A N/A
 (+) Timber Market Valuation: + N/A N/A

 (=) Market Value: = N/A
 (-) Ag or Timber Use Value Reduction: - N/A

 (=) Appraised Value: = N/A
 (-) HS Cap: - N/A

 (=) Assessed Value: = N/A

Taxing Jurisdiction

Owner: KUYKENDALL, DAN
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	N/A	N/A	N/A	N/A
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SKV	KERRVILLE I.S.D.	N/A	N/A	N/A	N/A
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WHU	HEADWATERS GROUNDWATER CONSERVATION DISTRICT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
Taxes w/Current Exemptions:					N/A
Taxes w/o Exemptions:					N/A

Improvement / Building

Improvement #1:	Residential	State Code:	A1	Living Area:	2166.0 sqft	Value:	N/A
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OP	ACAD CONV CODE: OP	F4		464.0
OP	ACAD CONV CODE: OP	F4	2012	152.0
GF2	ACAD CONV CODE: GF2	F3	2012	960.0
OP	ACAD CONV CODE: OP	F3	2012	286.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
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Questions Please Call (830) 895-5223

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.11

Database last updated on: 2/6/2017 10:55 PM

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Agenda Item:

6A. Professional services Agreement with LNV, Inc. to complete Phase III of the landfill expansion permit in an amount not to exceed \$500,000.00. (staff)

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

SUBJECT: Authorize City Manager to enter into a Professional Services Agreement with LNV, Inc. to complete Phase III of the Landfill Expansion Permit

FOR AGENDA OF: March 14, 2017

DATE SUBMITTED: March 1, 2017

SUBMITTED BY: Stuart Barron
Public Works Director

CLEARANCES: E.A. Hoppe
Deputy City Manager

EXHIBITS: Proposal from LNV for Phase III of the Landfill Expansion

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$ 500,000	\$ 242,403.52	\$ 500,000	7800-306

PAYMENT TO BE MADE TO: LNV, Inc., Corpus Christi, Texas

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

At the regular Council meeting on February 28, 2017, City staff provided a presentation on the status of the Landfill Expansion Project permitting process. During the presentation, previous completed phases (I and II) were reviewed. In addition, the components of and necessary steps to proceed with Phase III were also presented, which include an executed Professional Services Agreement. Upon executing the attached Professional Services Agreement, LNV, Inc. is ready to commence work for Phase III, which will likely be a 24-36 month process.

The intent of this planning effort is to ultimately obtain a Landfill Expansion Permit from TCEQ. Obtaining the permit now, regardless of when the actual expansion occurs, should grandfather the permit from any revised State permitting regulations in the future. Furthermore, it should extend the life span of the current landfill site for an additional ~100 years, securing long term disposal needs for the Kerrville community. The current life span of the landfill is approximately 7-10 years under current usage patterns. Both life spans are assuming that waste is placed in the landfill rather than transferring waste to another location, which is the current method. The City currently has a contract with Republic to transfer waste until 2030.

RECOMMENDED ACTION

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement with LNV, Inc. to complete Phase III of the Landfill Expansion Project.



engineers | architects | surveyors

SOLUTIONS TODAY WITH
A VISION FOR TOMORROW

February 24, 2017

Proposal No. 140367.020.1

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

Re: Response to Request for Proposal
Permit Amendment Application for Landfill Expansion
Big Hill Expansion and Western Expansion

Dear Mr. Barron:

LNV is pleased to submit this proposal to the City of Kerrville, hereafter referred to as "the City", to prepare an application for a major amendment to the City's existing Texas Commission on Environmental Quality (TCEQ) permit for a Type I municipal solid waste (MSW) landfill. The permit amendment would seek horizontal and vertical expansions.

PROJECT BACKGROUND

LNV previously conducted a preliminary evaluation of two landfill expansion options. These options are the Big Hill Expansion and the Western Expansion, referred to as Options C and D, respectively, in LNV's *Preliminary Solid Waste Management Study* dated June 4, 2014 and LNV's *Preliminary Assessment of Landfill Expansion* dated November 26, 2014. The City has selected to proceed with both the Big Hill Expansion and the Western Expansion, collectively referred to as Landfill Expansion.

LNV recently completed assessments for archeological resources, threatened and endangered species, wetlands/waters of the United States (U.S.), and floodplains for the Landfill Expansion. Given the favorable findings of these assessments, the City has requested this proposal for preparing a permit amendment application for the Landfill Expansion.

PROJECT SEQUENCE

Completed: Phase 1 - Preliminary Assessments and Investigations

Preliminary assessments and investigations were performed for each of the two landfill expansion options. Preliminary assessments for archaeological, biological (threatened and endangered species), wetlands, and floodplain were performed. A subsurface investigation which included soil borings, laboratory analysis and depth to groundwater readings was also performed. Based on these preliminary assessments further evaluations were necessary in order to obtain additional and more detailed information and to update previous assessments. Initiating/continuing depth to groundwater measurements were also necessary.

Complete: Phase 2 – Additional Detailed Assessments

To demonstrate compliance with applicable regulations, additional detailed assessments and coordination with appropriate agencies were completed for archaeological resources, threatened and endangered species, and wetlands/waters of the U.S. The agencies contacted indicated that no further action is required in order to proceed with the project. Monthly depth to groundwater measurements commenced in February 2015 and continued until February 2016. A Soil Boring Plan was submitted to and approved by the TCEQ.

On October 2015, a Conditional Letter of Map Revision – Fill (CLOMR-F) was prepared and submitted to the Federal Emergency Management Agency (FEMA) for review and approval in order to remove the proposed footprint of the landfill expansion project from the designated Zone A floodplain. On December 31, 2015 FEMA provided comments stating that based on the proposed landfill improvements, a Conditional Letter of Map Revision (CLOMR), not a CLOMR-F, is required.

Preparation and submittal of a revised CLOMR submittal is required prior to obtaining landfill permit approval from the TCEQ. A coordination meeting is proposed between the City and LNV to determine the scope of additional services required prior to submitting a revised LOMR to FEMA. At the completion of construction, a final Letter of Map Revision (LOMR) must be submitted to FEMA to officially remap the affected floodplain.

Proposed: Phase 3 – Permit Amendment Application

Design and Permitting

Design of the Landfill Expansion and preparation of an application for a major amendment to the landfill's permit. This phase includes, but is not limited to, supplemental subsurface investigation, preparation of technical documents and figures, surveying, transportation study, groundwater characterization, geology report, site development plan, site layout plan, underdrain design, slope stability and settlement analysis, soil and liner quality control plan, groundwater sampling and analysis plan, leachate and contaminated water management plan, site operating plan, final contour map, final closure plan, and closure and post closure cost estimates. Once finalized, the permit amendment application will be submitted to the TCEQ.

Agency Review and Coordination

The TCEQ will review the submitted permit amendment application for administrative and technical completeness. During the review process, the TCEQ will issue notice of deficiency (NOD) letters requesting clarification and/or additional information. Responses to NODs and applicable revisions to permit amendment documents will be required. The City will also be required to publish public notices and hold a public meeting.

Details of the proposed Phase 3 are provided in the Scope of Services section below.

SCOPE OF SERVICES, PHASE 3 – PERMIT AMENDMENT APPLICATION

Task 1: Design and Permitting

TCEQ regulations for MSW permits are divided into four (4) parts: Part I, Part II, Part III and Part IV. LNV (and/or LNV's sub consultants) will prepare the documents for all four (4) parts of the

permit amendment application for submittal to the TCEQ. A summary of the Scope of Services categorized by applicable portions of TCEQ regulations are as follows:

Permit Amendment, Part I – Applicant Information

- Land Surveys – Estimated Fee \$30,000

Summary of Services: Perform survey of metes and bounds of new permit boundary to incorporate expansion footprint, prepare metes and bounds description and drawing (signed and sealed by Professional Land Surveyor), determine if any easements or right-of-ways cross expansion footprint, and perform topographic and improvements survey within proposed permit boundary.

- Technical Documents and Figures – Estimated Fee \$25,000

Summary of Services: Prepare and compile technical documents and figures required for Part I of the permit amendment including Core Data Form, Part I Form, site and applicant information, general information, supplemental technical report, general location map, general facility map, general topographic map, land owners map and list, legal description, property owner affidavit, legal authority, evidence of competency, and notice of appointment.

Permit Amendment, Part II – Existing Conditions and Character of the Facility & Surrounding Area

- Land Use and Location Restriction Study – Estimated Fee \$2,000

Summary of Services: Perform Land Use Study to evaluate the impact of the Landfill Expansion on the area surrounding the facility. Land Use Study to include analysis of zoning within 2 miles of the landfill, character of surrounding land uses within 1 mile of the landfill, growth trends within 5 miles of the landfill, proximity to residences and other uses within 1 mile of the landfill. Compose narrative to demonstrate the location of the Landfill Expansion either does not contain or is protective of wetlands, groundwater recharge zones, threatened and endangered species, fault areas, seismic impact zones, and unstable areas, floodplains and easements.

- Water Well and Oil Well Survey – Estimated Fee \$3,000

Summary of Services: Perform review of databases for documentation of oil and water wells within 500 feet of the site boundary. Perform walk through and visual observation for abandoned oil and water wells within the permit boundary of the Landfill Expansion.

- Transportation Study – Estimated Fee \$4,000

Summary of Services: Perform a study regarding access roads and vehicular traffic with respect to operation of the proposed expansion and prepare report. Coordinate with TxDOT as needed.

- Technical Documents and Figures – Estimated Fee \$26,000

Summary of Services: Review Part II of previously approved permit and permit amendments. Compose new Part II narrative. Prepare and/or compile technical documents required for Part II of the permit amendment including existing conditions summary, land use report, general soils and geology statement, ground and surface water

statement, floodplain and wetlands statement, endangered species statement, location restrictions, stormwater permitting, and documentation of agency coordination. Prepare figures/exhibits required for Part II of the permit amendment including aerial photograph, land use map, traffic map, general location map, facility layout map, water well map, zoning map, inhabitable structures within 500 feet of permit boundary, and general topographic map.

Permit Amendment, Part III – Site Development Plan

- Geotechnical Engineering and Report – Estimated Fee \$28,000

Summary of Services: Prepare cross-sections and report detailing subsurface investigations. Perform geotechnical engineering analysis to evaluate slope stability of excavation design, liner, waste, and interim waste slopes, and final cover system, and settlement calculations. Prepare interface shear report.

- Geology Report – Estimated Fee \$9,000

Summary of Services: Perform geologic assessment of underlying strata based on the subsurface investigation and prepare Geology Report. Geology Report will include description of regional geology, regional aquifers and subsurface conditions.

- Groundwater Characterization Report – Estimated Fee \$9,000

Summary of Services: Perform hydrogeologic assessment and groundwater characterization based on the subsurface investigation and groundwater level readings in piezometers.

- General Facility Design and Site Layout – Estimated Fee \$29,000

Summary of Services: General facility design including facility access, access control, waste movement, endangered species protection, provisions for all weather operations, solid waste data, landfill method, landfill markers and benchmark. Prepare site layout plan showing unit outlines, site entrance, main interior roadways, monitoring wells, buildings, fencing, etc. Prepare series of figures illustrating sequence of development.

- Waste Management Unit Design – Estimated Fee \$94,000

Summary of Services: Landfill cell design including excavation grades, composite liner system, and final cover system. Preparation of landfill unit specific figures detailing waste separation sectors, filling operations, sequence of excavations and fillings, cell dimensions, elevation of deepest excavation, maximum waste elevations and final cover elevations. Prepare excavation plan and fill cross-sections. Calculate landfill volume capacity, waste quantity projections, and operating life of landfill.

- Leachate and Contaminated Water Plan – Estimated Fee \$30,000

Summary of Services: Perform analysis and calculations to determine leachate generation rates, design leachate collection system and prepare plan to address the control and management of leachate, gas condensate and contaminated water generated at the landfill.

- Underdrain Design - Estimated Fee \$21,000

Summary of Services: Design sidewall underdrain system. Design will include evaluation of geotextile and pipe flow capacity, pipe perforation size, and pipe structural stability in order to specify proper materials for construction.

- Landfill Gas Management Plan – Estimated Fee \$30,000

Summary of Services: Prepare landfill gas monitoring control system layout and connection to existing system and develop a plan for monitoring the landfill perimeter and structures for landfill gas. Plan will include sampling and monitoring equipment and procedures, maintenance schedule, reporting and notification requirements, and contingency plan.

- Liner Quality Control Plan – Estimated Fee \$8,000

Summary of Services: Prepare a plan which provides specifications for materials, equipment, construction methods for compacted clay liners, installation methods for geosynthetic layers, testing requirements and preparation of required reports.

- Facility Surface Water Drainage Report – Estimated Fee \$36,000

Summary of Services: Perform drainage analyses, design run-on control system, design run-off management system to collect and control run-off from 24 hr 25 yr storm event, provide interim erosion controls for phased development, design erosion control for top and side slope surfaces, design drainage features, and perform drainage calculations. Report will address impact of landfill development on pre-development conditions and floodplain protection.

- Contour Maps – Estimated Fee \$4,000

Summary of Services: Develop a map showing the final permitted contours for the landfill and create a map of existing contours.

- Groundwater Sampling and Analysis Plan – Estimated Fee \$8,000

Summary of Services: Develop a revised groundwater monitoring system with a sufficient number of wells, location and depth to yield representative groundwater samples. Provide data regarding groundwater flow and direction and provide a potentiometric water level contour map and supporting documentation. Review and revise, as necessary, the Groundwater Sampling and Analysis Plan which provides details for well construction, procedures for collecting representative samples from groundwater monitoring wells and laboratory testing requirements for obtaining data.

- Final Closure Plan – Estimated Fee \$8,000

Summary of Services: Develop a plan for final closure of the landfill including landfill completion plan, final cover system design and details, closure procedures, and closure schedule.

- Post-Closure Care Plan – Estimated Fee \$5,000

Summary of Services: Develop a plan for care of the landfill post-closure including post-closure activities, maintenance activities, the length of post-closure care, person responsible for post-closure care, and land use post-closure.

- Closure and Post-Closure Care Cost Estimates – Estimated Fee \$5,000

Summary of Services: Provide estimates based on hiring a third party for closure and post-closure care activities.

- Technical Documents and Figures – Estimated Fee \$10,000

Summary of Services: Prepare narrative for Site Development Plan to show that the Landfill Expansion was designed to provide safeguarding of the health, welfare, and physical property of the people and the environment through consideration of geology, soil conditions, drainage, land use, zoning, adequacy of access roads and highways and other considerations. Compile/prepare technical documents and figures required for Part III of the permit amendment.

Permit Amendment, Part IV – Site Operating Plan

- Site Operating Plan – Estimated Fee \$10,000

Summary of Services: Update site operating plan and applicable attachments.

Task 2: Supplemental Subsurface Investigation

A Soil Boring Plan was submitted to and approved by the TCEQ. The Soil Boring Plan includes additional soil borings to meet the requirements of the regulations to extend all soil borings to at least 5 ft below the elevation of deepest excavation (EDE) and a portion of the borings to at least 30 ft below the EDE.

The supplemental subsurface investigation includes subsurface drilling and sampling and laboratory testing for the soil boring quantity and depths in the April 2016 Soil Boring Plan approved by the TCEQ.

Supplemental Subsurface Investigation – Estimated Fee \$37,000

Summary of Services: Perform supplemental subsurface investigation in accordance with proposed Soil Boring Plan (SBP) submitted to TCEQ in April 2016 and approved by the TCEQ in a letter dated May 17, 2016. SBP includes six soil borings to depths extending at least 30 ft below the elevation of deepest excavation (EDE). Perform laboratory testing on select soil samples obtained from soil borings.

Task 3: Agency and Public Notice Coordination

Notices and Meetings

- Regulatory, Local Entity and Public Meetings – Estimated Fee \$23,000

Summary of Services: Assist with coordination of publication of required notice in newspaper. Participation in TCEQ, Council of Governments, and one (1) public meeting, as required. Meetings with City of Kerrville, as needed, throughout permitting process.

Scope does not include LNV's participation in a contested case hearing conducted by the State Office of Administrative Hearings (SOAH). An amended or separate scope and fee can be prepared by LNV if a contested case hearing is requested for this permit amendment. Cost of publication is not included in the estimated fee.

Task 4: Respond to Agency Review Comments

TCEQ will review the permit amendment for administrative and technical completeness and provide Notice of Deficiencies (NOD) requesting clarification, additional information and/or revisions to the permit amendment application. The level of effort required for this task is difficult to determine until the comments are received.

Respond to Notice of Deficiencies (NOD)

- Administrative NOD – Estimated Fee (Included in fees for design and permitting.)

Summary of Services: Review and provide written response to administrative NOD. Provide additional data/documents requested in the NOD letter.

- Technical NODs – Estimated Fee (Included in fees for design and permitting *unless excessive comments are received from TCEQ*. An assessment of project budget for this service will be provided at the time the NOD is received.)

Summary of Services: Review and provide written responses to technical NODs. Provide additional data/documents requested in the NOD letter, provide documents and figures revised in response to the NODs.

Task 5: Additional FEMA Floodplain Coordination

Additional Floodplain Coordination & Review services– Estimated Fee \$6,000

LNv will coordinate with the City of Kerrville and Freese and Nichols, Inc., the City's consulting engineer for the reuse ponds project, in relation to the ongoing floodplain analysis and Conditional Letter of Map Revision (CLOMR) submittals to FEMA. Work to include a coordination meeting between the City and City's consulting engineer to discuss the two FEMA CLOMR submittals and determine a path towards reconciling the two models and proceeding with the FEMA submittals for the landfill and water reuse pond projects.

ADDITIONAL SERVICES

Additional Services are those that are not currently included in the Scope of Services to be a part of the project to obtain the permit amendment for the landfill expansion, but which could become necessary or desired at some time during the project. LNv, Inc. will perform Additional Services only as authorized to do so by City of Kerrville. If City of Kerrville requests Additional Services, LNv, Inc. will prepare a specific scope and estimated fees for the services requested for review and approval of City of Kerrville prior to initiating the services. Following is a list of Additional Services that might be needed or desired:

- Additional floodplain hydrologic and hydraulic modeling
- FEMA Coordination.
- Preparation and submittal of a CLOMR.
- Preparation and submittal of a Letter of Map Revision (LOMR).

- Application fee required by FEMA for CLOMR and/or LOMR.
- Additional meetings with City of Kerrville, or with the TCEQ or other regulatory authorities to discuss the permit.
- Participation in additional public meetings and/or hearings.
- Responses to excessive TCEQ technical review comments.

There may be other potential Additional Services. Should City of Kerrville desire LNV, Inc. to perform Additional Services beyond the proposed Scope of Services, this contract may be amended to accommodate the additional work.

SCHEDULE

LNV is prepared to begin work on the permit amendment application. The Scope of Services will begin upon execution of a written contract between the City and LNV.

LNV estimates approximately 9 months to complete the draft permit amendment application. The draft will be provided to the City for review and comment. The final permit amendment application incorporating the City's comments will be submitted to the TCEQ MSW Permits Section.

FEES

LNV proposes to complete the above listed Scope of Services on a time and materials basis in accordance with the standard fees for professional services indicated on the attached Schedule of Hourly Charges by Personnel Classification (Effective January 01, 2015). The total estimated fee for completion of the project is \$500,000.

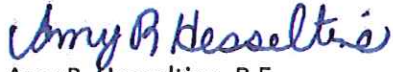
Please note that the actual fee of individual tasks and subtasks will vary higher or lower than estimated. The overall project fee will not exceed the estimated fee for completion of the project as a whole without prior written authorization from the City. Invoicing will be submitted on a monthly basis for work completed.

Any additional services requested by the City and performed outside of the listed scope will be billed separately in accordance with our standard fees for professional services, as indicated on the attached Schedule of Hourly Charges by Personnel Classification (Effective January 01, 2015).

CLOSING

We appreciate the opportunity to work with you on this important project. Please contact us if you have any questions or desire additional information.

Sincerely,



Amy R. Hesseltine, P.E.

Vice President - Environmental Division

Attachments

Submitted to: Stuart Barron (stuart.barron@kerrvilletx.gov)
David Barrera (David.Barrera@kerrvilletx.gov)



SCHEDULE OF HOURLY CHARGES
BY
PERSONNEL CLASSIFICATION
EFFECTIVE January 1, 2017

The per diem and miscellaneous expense charges for Engineering, Architecture, Drafting, Surveying, and Planning Services are based on the following hourly rates:

Engineering, Planning:

Principal	\$250.00/hr.
Senior Project Manager III.....	\$225.00/hr.
Senior Project Manager II.....	\$220.00/hr.
Senior Project Manager I.....	\$215.00/hr.
Project Manager III	\$200.00/hr.
Project Manager II	\$195.00/hr.
Project Manager I	\$190.00/hr.
Senior Engineer II	\$190.00/hr.
Senior Engineer I	\$185.00/hr.
Project Engineer IV	\$180.00/hr.
Project Engineer III	\$170.00/hr.
Project Engineer II	\$160.00/hr.
Project Engineer I	\$150.00/hr.
Project Architect III	\$160.00/hr.
Project Architect II	\$150.00/hr.
Project Architect I	\$140.00/hr.
Engineer V	\$145.00/hr.
Engineer IV	\$135.00/hr.
Engineer III	\$125.00/hr.
Engineer II	\$115.00/hr.
Engineer I	\$105.00/hr.
Senior Designer III.....	\$150.00/hr.
Senior Designer II	\$140.00/hr.
Senior Designer I	\$130.00/hr.
Designer III	\$120.00/hr.
Designer II	\$115.00/hr.
Designer I	\$105.00/hr.
Senior CADD Technician III	\$110.00/hr.
Senior CADD Technician II.....	\$105.00/hr.
Senior CADD Technician I.....	\$100.00/hr.
CADD Technician IV	\$ 95.00/hr.
CADD Technician III	\$ 90.00/hr.
CADD Technician II	\$ 85.00/hr.
CADD Technician I	\$ 80.00/hr.



Professional Geoscientist	\$130.00/hr.
Safety/ Environmental Technician II	\$105.00/hr.
Safety/ Environmental Technician I	\$ 95.00/hr.
Construction Observer IV	\$135.00/hr.
Construction Observer III	\$120.00/hr.
Construction Observer II	\$110.00/hr.
Construction Observer I	\$100.00/hr.
Clerical III	\$ 90.00/hr.
Clerical II	\$ 80.00/hr.
Clerical I	\$ 65.00/hr.

Survey :

Professional Surveyor II	\$200.00/hr.
Professional Surveyor I	\$175.00/hr.
Field Crew (2-Man)	\$180.00/hr.

Reproduction work - Prevailing commercial rates; Subcontractors, Consultants, etc. - Cost plus 10%;
All other expenses - Cost plus 10%.

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payment may be charged an interest rate of 1.5% per month of the unpaid balance.



GENERAL TERMS AND CONDITIONS

This Agreement between LNV, Inc. ("Provider") and _____ ("Client") consists of two parts: the Contract for Services and these General Terms and Conditions.

ASSIGNMENT – Client and Provider agree that, except as otherwise provided by this Agreement, neither Client nor Provider will assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Further, neither Client nor Provider will transfer any claims that they may have arising from this Agreement or the services performed hereunder.

BILLING AND PAYMENT – Client agrees to compensate the Provider for services as stated per the attached Agreement, including the Contract for Services. Services and expenses will be invoiced monthly. Invoice amounts are due within 30 days. Interest at the rate of 1 ½ percent per month applies to all outstanding invoices. In the event any amount becomes past due, the Provider may terminate the Agreement by sending 7 days' written notice of intent to terminate for cause.

CLIENT REPRESENTATIONS – By signing the Agreement, Client represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under the Agreement.

CONSEQUENTIAL DAMAGES – The Client and Provider both agree to waive any claims for consequential damages against each other. Consequential damages include, but are not limited to: lost profits; loss of rental income; rental expenses; interest expenses; loss of financing; and damages caused by delay in providing the Provider's services

CONSTRUCTION PHASE SERVICES – The Provider will observe the work as agreed for general compliance with the construction documents, but the Provider does not control or direct the contractor or subcontractors.

COST OF THE WORK – If the Contract for Services provides that compensation to Provider will be based on the Cost of the Work, then the Cost of the Work shall equal the total cost to the Client to construct all elements designed or specified by the Provider, and shall include the general contractor's general conditions, overhead, and profit. During the design phases, the Cost of the Work will be the estimated cost of construction at the latest stage through which the Project progresses. If the Project proceeds into the Construction Document phase, the Cost of the Work shall be determined by the contractor's bid or estimate from the construction documents plus any approved change orders. In no circumstances will the Provider be required to refund any amounts paid to Client if the scope and cost of the Project decreases.

DELAYS – The Provider will not be liable for damages for delays, including delays due to force majeure.

DISPUTE RESOLUTION- This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any dispute under this Agreement shall be subject to mediation as a condition precedent to litigation in Nueces County, Texas.

ENVIRONMENTAL – The Provider assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

INDEMNITY – The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Provider, its officers, directors, employees, and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Owner's breach of this Agreement and/or the failure of the Owner's contractor(s) to follow the Provider's contract documents.

JOBSITE SAFETY – The Provider is not responsible for job site safety or means and methods of construction. Job site safety and construction means and methods are the responsibility of the Contractor and/or the Client.

LIMITATION OF LIABILITY – In recognition of the relative risks and benefits of the Project to both Client and Provider, the Client agrees, to the fullest extent possible, to limit the liability of the Provider so that the total aggregate liability of the Provider shall not exceed the Provider's fee paid by the Client for services rendered on the Project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort or any other theory. The Client agrees to bring any claims against the Provider's corporate entity, not any individual owners or employees of the Provider's firm.

OWNER-PROVIDED INFORMATION – The Provider shall have the right to rely on the accuracy of any information provided by the Client or Client's consultants. The Provider will not review this information for accuracy.

OWNERSHIP OF INSTRUMENTS OF SERVICE – The Provider retains all intellectual property rights including common law,

statutory, and other reserved rights in the instruments of service, including copyrights. The Provider grants the Client a limited, nonexclusive license to use the Provider's instruments of service solely and exclusively for the Project subject to the Agreement. In the event the Client uses the Provider's instruments of service without retaining Provider or reuses such instruments of service on another project, the Client shall indemnify, defend, and hold harmless Provider from any and all losses, claims, expenses or liabilities arising from such unauthorized use. The Client further releases Provider for all claims and causes of action that arise from any unauthorized use. The license granted to Client under this Agreement shall terminate in the event the Client fails to pay Provider for all amounts owed under the Agreement.

PERMITS AND APPROVALS – It is the responsibility of the Client to obtain all necessary permits and approvals, unless provided otherwise in the Agreement. In the event permit assistance is provided, Provider does not and cannot guarantee, warrant, or represent that permits will be obtained.

PROPERTY INSURANCE – If applicable, Client agrees that it will procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the Project, or until no person or entity other than the Client has an insurable interest in the property, whichever is later. The Client and the Provider waive all rights against each other, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise.

REJECTION OF NON-CONFORMING WORK – The Provider shall have the authority, but not the responsibility, to reject nonconforming work. The Provider shall bring any known non-conforming work to the attention of the Client as soon as reasonably possible.

RIGHT OF ACCESS – The Provider shall have access to the job site whenever work is in preparation or in progress.

STANDARD OF CARE – Provider shall be held to the standard of care ordinarily provided by similar professionals practicing in the same locality under similar circumstances. In performing these services, Client agrees that Provider cannot guarantee perfection, and Client therefore understands that Provider makes no warranty as to the quality of its services and drawings.

TAXES – If and to the extent that any sales and/or use taxes are applicable to any Services provided hereunder, they are the responsibility of the purchaser and will be itemized separately on the invoice.

TERMINATION – This Agreement may be terminated by either party for convenience with 30 days' written notice, or for cause with 7 days' written notice. The Project may be suspended by the Client with 30 days written notice. In the event of termination of the Provider for cause, Client shall pay Provider for all services rendered and reimbursable expenses incurred before termination. In the event of termination of Provider for convenience, the Client shall pay for all services rendered and reimbursable expenses incurred before termination together with Provider's lost profits as a result of such termination. In the event of a suspension of services, Client shall pay for all services rendered and reimbursable expenses incurred and all other expenses incurred by Provider by reason of the suspension.

ACCEPTED AND AGREED:

PROVIDER

Date

By: _____

Its: _____

CLIENT

Date

By: Don Davis

Its: Interim City Manager
City of Kerrville, Texas

Agenda Item:

6B. Appeal of a request for a reasonable accommodation from a boarding home facility located at 829 Earl Garrett. (staff)

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

SUBJECT: Appeal of Denial of Request for Reasonable Accommodation at 829 Earl Garrett

FOR AGENDA OF: 03/14/2017

DATE SUBMITTED: 03/02/17

SUBMITTED BY: Whitney Welch

CLEARANCES: Don Davis, Interim City Manager

EXHIBITS: Appeal of request for Reasonable Accommodation along with previously submitted request for Reasonable Accommodation

AGENDA MAILED TO: 829 Earl Garrett St, Kerrville, Texas 78028



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

This is an appeal of the City's denial of a request for reasonable accommodation, pursuant to Code of Ordinances § 30-24, by a sober home owned by Whitney Welch. The requests relates to a home located at 829 Earl Garrett St in Kerrville, Texas. The denial relates to request for the City to allow for fifteen (15) occupants (residents and managers) in the home. The home is located in a RT zoning district, which typically allows for a maximum total occupancy of 10 residents in a group home facility. A previous reasonable accommodation was granted in 2013 for this same location to allow up to 11 occupants based off of the circumstances presented (square footage of residence, number of rooms, etc.). No significant changes have been made to the structure.

RECOMMENDED ACTION

Staff recommends denial of the appeal to the reasonable accommodation determination. This would allow for the continued total maximum occupancy of 11 residents, rather than the requested 15 residents.

RECEIVED
1-9-17

Mir House Sober Living

January 8, 2017

829 Earl Garrett Street

Kerrville, TX 78028

Dear City of Kerrville,

Per my reasonable accommodations request I submitted on December 5, 2017, I am asking that the Mir House Sober Living be approved for 15 residents. The house is located in the 800 block of Earl Garrett Street in Kerrville where more than half of the structures on that block are commercial. The house was listed as, and bought by me as a commercial property through Brinkman Commercial Properties. Not as a single family home as many of the other sober homes are.

In accordance with City of Kerrville Ordinance No. 2013-06, we meet the criteria for 15 total residents. Also, as stated in the aforementioned ordinance, keeping in compliance with the Federal Fair Housing Amendments Act of 1988 ("FHAA"). There is absolutely a relationship between the disabilities of the residents of the group home and the need for the requested accommodation. Granting the accommodation would not impose a financial burden on the local government. In fact, all of the residents are required to have jobs which boosts the local economy.

I know we are considered different zoning than the home located at 418 McFarland, but they have less square footage and only 3 bathrooms where we have 4 full bathrooms...yet they are approved for 15 residents. I have made several improvements to the house since I took over in July of 2015 and removed a window unit which upped the number of bedrooms. It only makes sense that we be allowed more residents than the original approved number of the previous owner.

The city inspectors have inspected Mir House 3 times in the past month and can attest to the space, the safety regulations and the placement of beds before dropping down to eleven residents and the current excess of empty space now that we have fewer beds. We don't get complaints from neighbors, we aren't loud, the house and lawn are always kept in attractive and clean conditions and we have plenty of parking. The residents are happy, healthy, contributing members of society. I look forward to your response.

Sincerely,



Whitney Welch

Owner – Mir House

Cc: Greg Richards, Attorney

Exhibit 1



Development Services Department

200 Sidney Baker St. N.

Kerrville TX 78028

(830) 258-1170

Request for Reasonable Accommodations

Date application submitted: 2/8/17

Applicant's Name: Whitney Welch

Mailing Address: 829 Earl Garrett, Kerrville Tx 78028

Street Address: same

Telephone #: 254-744-6010 Alternate #: _____

Email: wwelch@aspireoftexas.com

Applicant's relationship to the individual(s) with a disability, if applicable: owner and operator of home

Property Address (where accommodations are necessary): 829 Earl Garrett

Type of disability (check all that apply):

☒ Physical or mental impairment that substantially limits one or more major life activities

☒ Individual who is regarded as having such impairment

☒ Individual with a record of such impairment

Please give a brief explanation of why the requested accommodation is necessary for the individual(s) with disabilities to have equal access to housing: _____

Please see letter that is attached

1. Will the housing that is the subject of the request be used by one or more individuals with a disability? ☒ Yes ☐ No

2. Is the requested accommodation necessary to make specific housing available to one or more individuals with a disability? ☒ Yes ☐ No

Staff Use Only:

☐ Approved ☒ Approved with conditions ☐ Denied

Conditions: please see letter

Director's Initials: JSB Date: _____

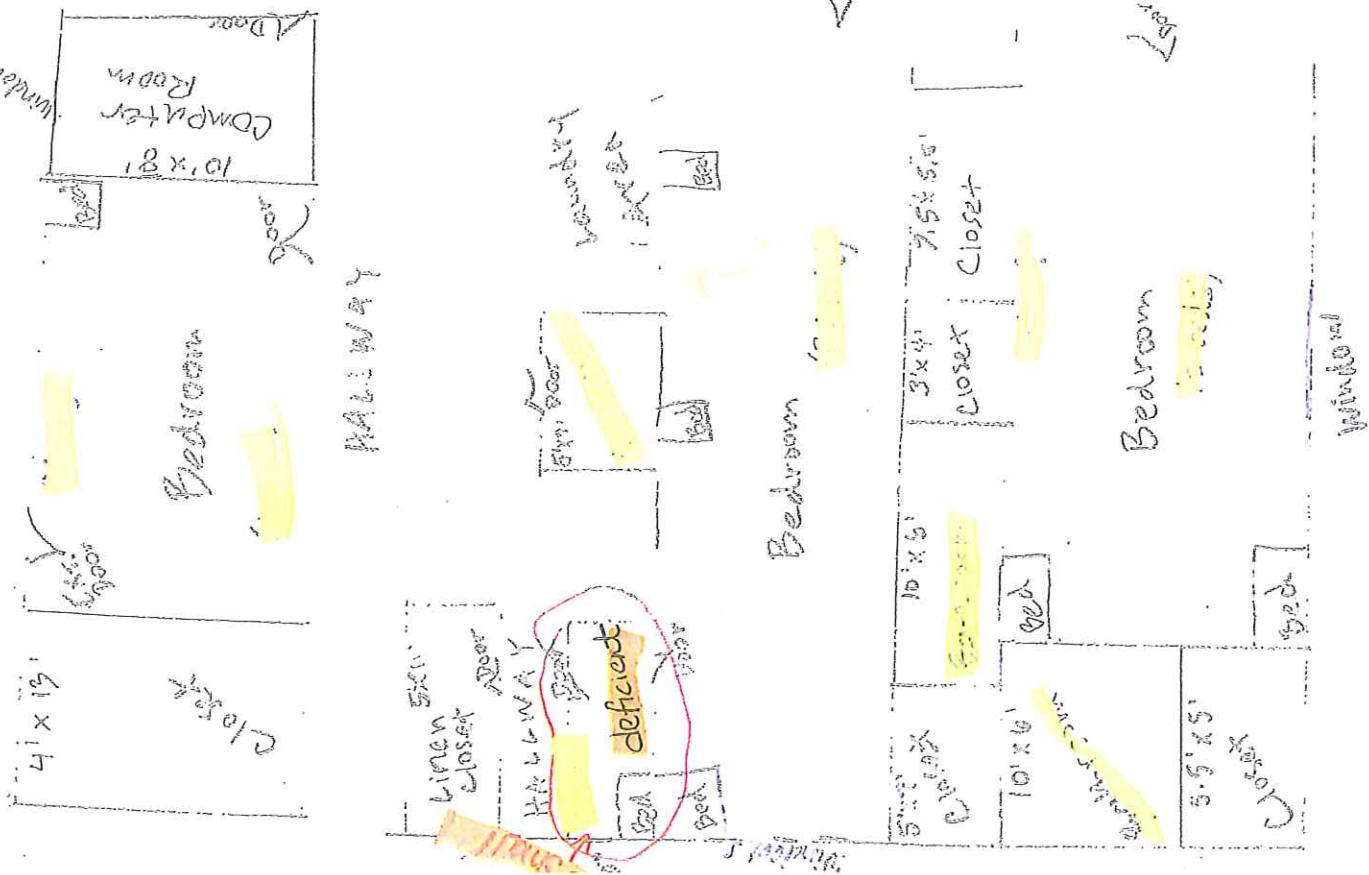
Assistant City Manager _____ Date: _____

Legal Review: _____ Date: _____

Date written decision due: _____ Date sent to applicant: _____

Decision must be sent within 20 days of receipt of application per Ordinance 2013-06, Sec. 30-24.

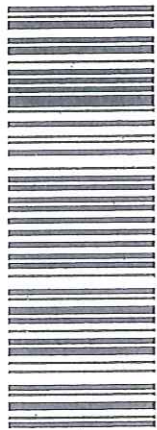
2116 2117





City of Kerrville
701 MAIN STREET
KERRVILLE, TEXAS 78028

Code Compliance



7016 1370 0002 0174 3891
7016 1370 0002 0174 3891

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$

Ms. Whitney Welch
Mir House Sober Living
829 Earl Garrett St
Kerrville, Texas 78028

Postmark
Here

use

for instructions

Ms. Whitney Welch
Mir House Sober Living
829 Earl Garrett St
Kerrville, Texas 78028

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Whitney Welch
Mir House Sober Living
829 Earl Garrett St
Kerrville, Texas 78028

2. Article Number
(Transfer from service label)

7016 1370 0002 0174 3891

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

Hand-drawn floor plan of a house. The layout includes the following rooms and features:

- Closet**: Located at the top left.
- Bedroom**: Located in the center, with a dimension of $14'3''$ written vertically next to it.
- Bathroom**: Located to the right of the Bedroom, with a dimension of $6'0''$ written vertically next to it.
- Kitchen**: Located at the top right, with a dimension of $4' \times 13'$ written vertically next to it.
- Living Room**: Located at the bottom left, with a dimension of $10' \times 8'$ written above it.
- Computer Room**: Located at the bottom right, with a dimension of $10' \times 8'$ written above it.
- Door**: Indicated by an arrow pointing to the entrance of the Living Room.
- Window**: Indicated by an arrow pointing to a window in the Kitchen.

Hand-drawn floor plan of a bedroom. The room is rectangular. On the left wall is a 'Bed'. On the right wall is a 'Linen closet' and a 'Door'. In the center is a 'HALLWAY' leading to a 'Door'. There is a 'Window' on the top wall. A pink oval highlights the 'HALLWAY' and the 'Door' leading to it. A yellow rectangle is in the hallway, and an orange rectangle is in the bedroom. A red arrow points from the 'HALLWAY' to the 'Door'.

Bedroom

13.11.16

Door

HALLOWAY

HALLWAY

Back
Door
Door

1. Introduction

0421

2019

25

Reborn
(1 head)

Surviving/closet unit

2x20

2010

Bedroom

25

Kitchen

7.28

Living Room

Hand-drawn floor plan of a house. The layout includes:

- Top Left:** A room labeled "Closet" with dimensions $10' \times 6'$.
- Top Center:** A room labeled "Master Bedroom" with dimensions $10' \times 6'$.
- Top Right:** A room labeled "Bed" with dimensions $10' \times 6'$.
- Middle Left:** A room labeled "Bed" with dimensions $5.5' \times 5'$.
- Middle Right:** A room labeled "Bedroom" with dimensions $7.5' \times 5.5'$.
- Bottom Left:** A room labeled "Closet" with dimensions $3' \times 4'$.
- Bottom Center:** A room labeled "Bedroom" with dimensions $12' \times 12'$.
- Bottom Right:** A room labeled "Closet" with dimensions $7.5' \times 5.5'$.

Additional markings include a yellow highlight on the "Master Bedroom" label, a yellow highlight on the "Bedroom" label, and a yellow highlight on the "12' x 12'" dimension. There are also some handwritten notes in pink and red ink, including "P. 30" and "P. 31".

✓

Bedroom
1 bed

Mindon

From
10819

Ydinda

Wm. H. H. H.

44

10/10/19

Mr House - 424 East Everett St. (upstairs)



Kerr CAD

Property Search Results > 24128 WELCH, WHITNEY for Year 2017

Property

Account

Property ID: 24128 Legal Description: CAGE BLK E LOT 3
 Geographic ID: 3280-0050-003000 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 829 EARL GARRETT ST Mapsco:
 Neighborhood: CAGE Map ID: S3280
 Neighborhood CD: CAGE

Owner

Name: WELCH, WHITNEY Owner ID: 598375
 Mailing Address: 829 EARL GARRETT % Ownership: 100.000000000000%
 KERRVILLE, TX 78028

Exemptions:

Values

(+) Improvement Homesite Value: + N/A
 (+) Improvement Non-Homesite Value: + N/A
 (+) Land Homesite Value: + N/A
 (+) Land Non-Homesite Value: + N/A Ag / Timber Use Value
 (+) Agricultural Market Valuation: + N/A N/A
 (+) Timber Market Valuation: + N/A N/A

(=) Market Value: = N/A
 (-) Ag or Timber Use Value Reduction: - N/A

(=) Appraised Value: = N/A
 (-) HS Cap: - N/A

(=) Assessed Value: = N/A

Taxing Jurisdiction

Owner: WELCH, WHITNEY
 % Ownership: 100.000000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	N/A	N/A	N/A	N/A
CKV	CITY OF KERRVILLE	N/A	N/A	N/A	N/A
GKR	KERR COUNTY	N/A	N/A	N/A	N/A
RLT	LATERAL ROADS	N/A	N/A	N/A	N/A
SKV	KERRVILLE I.S.D.	N/A	N/A	N/A	N/A
UGR	UPPER GUADALUPE RIVER AUTHORITY	N/A	N/A	N/A	N/A
WHU	HEADWATERS GROUNDWATER CONSERVATION DISTRICT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
Taxes w/Current Exemptions:					N/A
Taxes w/o Exemptions:					N/A

Improvement / Building

Improvement #1:	Residential	State Code:	A1	Living Area:	3636.0 sqft	Value:	N/A
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
MA		F4P		1936	1596.0		
OP	ACAD CONV CODE: OP	F4P		1984	156.0		
MAA	ACAD CONV CODE: MAA	F4P		1984	504.0		

MAA	ACAD CONV CODE: MAA	F4P	1984	672.0
MA3	ACAD CONV CODE: MA3	F4P	2006	864.0
STG	ACAD CONV CODE: STG	F4P	2008	100.0
STG	ACAD CONV CODE: STG	F4P	2006	144.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.0000	0.00	100.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	N/A	N/A	N/A	N/A	N/A	N/A
2016	\$215,755	\$18,725	0	234,480	\$0	\$234,480
2015	\$215,755	\$18,725	0	234,480	\$0	\$234,480
2014	\$215,755	\$18,725	0	234,480	\$0	\$234,480
2013	\$215,755	\$18,725	0	234,480	\$0	\$234,480
2012	\$215,755	\$18,725	0	234,480	\$0	\$234,480
2011	\$215,755	\$18,725	0	234,480	\$0	\$234,480
2010	\$215,755	\$18,725	0	234,480	\$0	\$234,480
2009	\$215,755	\$18,725	0	234,480	\$0	\$234,480
2008	\$215,755	\$18,725	0	234,480	\$0	\$234,480
2007	\$195,756	\$18,725	0	214,481	\$0	\$214,481
2006	\$178,036	\$18,725	0	196,761	\$0	\$196,761
2005	\$91,969	\$18,375	0	110,344	\$0	\$110,344
2004	\$83,679	\$18,375	0	102,054	\$0	\$102,054
2003	\$80,073	\$17,500	0	97,573	\$0	\$97,573
2002	\$80,073	\$17,500	0	97,573	\$0	\$97,573
2001	\$77,020	\$17,500	0	94,520	\$0	\$94,520
2000	\$70,086	\$17,500	0	87,586	\$0	\$87,586
1999	\$63,790	\$17,500	0	81,290	\$0	\$81,290
1998	\$59,430	\$17,500	0	76,930	\$0	\$76,930
1997	\$49,856	\$17,500	0	67,356	\$0	\$67,356
1996	\$49,856	\$17,500	0	67,356	\$0	\$67,356
1995	\$49,847	\$17,500	0	67,347	\$0	\$67,347

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/8/2015	WDVL	Warranty Deed With Vendors Lien	STUMP INVESTME	WELCH, WHITNEY	15-4611	4611	0000
2	10/22/2009	WDVL	Warranty Deed With Vendors Lien	SUTHERLIN, KEVIN	STUMP INVESTME	1762	0446	007367
3	5/26/2009	WD	Warranty Deed	MARION, SHANNO	SUTHERLIN, KEVIN	1739	0623	004093

Questions Please Call (830) 895-5223

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.11

Database last updated on: 1/6/2017 10:44 PM

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City of Kerrville

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

January 27, 2017

Ms. Whitney Welch
Owner – Mir House Sober Living
829 Earl Garrett St.
Kerrville, TX 78028

Re: Request for Reasonable Accommodation; 829 Earl Garret St.

Dear Ms. Welch:

In a letter dated January 8, 2017, and received by the City of Kerrville ("City") on January 9, 2017, you requested a reasonable accommodation with respect to the business you own and operate located at 829 Earl Garrett St. ("Boarding Home Facility" or "BHF").

Pursuant to the City's ordinance (*i.e.*, "*Group Homes and Boarding Home Facilities*", Chapter 30, Art. I, City Code (the "Code")) which regulates this business, the City reviewed your request and your supporting documentation. Pursuant to this review, the City makes the following determination.

The City first notes that based upon Section 30-26 of the Code and the City's zoning district within which your Boarding Home Facility is located (*i.e.*, the "Residential Transition" Zoning District), a maximum of 10 residents may live within the BHF. In addition, one of the rooms on the 1st floor that you indicate as a bedroom (directly adjacent to the north side of the building, and indicated on the attached plans that you submitted), does not meet the requirements in the Code to be considered a valid "sleeping room" (*see* Section 30-28 of the Code). Again, based upon the information that you submitted, the application of the Code, and the City's review of the reasonable accommodation standard found within the Code, the City grants you a reasonable accommodation to increase the authorized residents within your BHF from 10 to 11 residents. The City notes that this is consistent with its earlier decision with respect to a reasonable accommodation request for this same property.

Per the Code, you have the right to appeal this decision to the City Council. Should you have any questions, please let me know.

Sincerely,

Danny Batts

Danny Batts
Director of Building Services/Chief Building official
830.258.1178
Danny.batts@kerrvilletx.gov

Exhibit 3

Mir House Sober Living

February 20, 2017

829 Earl Garrett Street

Kerrville, TX 78028

Dear City of Kerrville,

In my continuing reasonable accommodations efforts to have the Mir House approved for more beds, I would like to make a proposal in front of the City Council since I am told this is the next step. I would like them to either reconsider my zoning since there is such a large percentage of commercial property on Earl Garrett Street, or ask for an exception due to the fact we operate as a single family household.

As I have stated in previous letters, Mir House is bigger than other existing sober homes and has more bathrooms and accommodations. Yet we are approved for fewer residents due to our RT zoning. However, we are quiet, keep the house and yard looking nice and haven't received any complaints about noise or traffic. Please let me know when I will be able to address the City Council and if any further information is necessary.

Sincerely,

Whitney Welch

Owner – Mir House

Cc: Greg Richards, Attorney

Exhibit 1

Agenda Item:

6C. Amendments to the Procedural Rules for Meetings Kerrville City Council.
(staff)

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

SUBJECT: Adopt Changes to the Council Procedural Rules for Meetings document
as discussed at the February 21 council workshop

FOR AGENDA OF: March 14, 2017 **DATE SUBMITTED:** March 3, 2017

SUBMITTED BY: Brenda Craig *BC* **CLEARANCES:** Don Davis
City Secretary Interim City Manager

EXHIBITS: Council Procedural Rules for Meetings

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

At the workshop on February 21 City Council discussed and recommended changes to the Council Procedural Rules for Meetings as redlined on the attached document. Staff also changed the words "council member" to "councilmember" to be consistent with the City Charter.

RECOMMENDED ACTION

Adopt changes as presented.

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PROCEDURAL RULES FOR MEETINGS KERRVILLE CITY COUNCIL

SECTION ONE. GENERAL PROVISIONS

Rule 1.1 Scope of Rules; Intent. These rules ~~shall~~ govern the conduct of the Council and shall be interpreted to ensure fair and open deliberations and decision-making. The rules are intended to promote and maintain courtesy, civility, and collegiality during meetings.

Rule 1.2 Technical Parliamentary Forms Abolished. Except as specifically required by these rules, Council shall not use any formal points of parliamentary order, personal privilege, parliamentary inquiry, or other technical forms.

Rule 1.3. Rulings; Matters Not Covered. Rulings on procedure are governed by the presiding officer or by a majority of Council, which would prevail. Section 3.02 of the City Charter provides the following basis for this:

The Mayor shall preside at meetings of the Council and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him by this Charter and the ordinances of the City.

Any matter or order or procedure not covered by these rules ~~shall~~may be deferred to the presiding officer or legal counsel, as appropriate.

Rule 1.4 Interpretation. These rules are intended to supplement and shall be interpreted to conform to the statutes of the State of Texas and the Charter and ordinances of the City of Kerrville. In general, these rules shall be interpreted to allow the majority to prevail but preserve the right of the minority to be heard.

Rule 1.5. Authority to Change and Adopt Rules of Procedure. Adoption and/or modification of rules governing City Council meetings is addressed in Section 3.04 of the Charter, which provides the following with respect to rules of procedure:

...The Council shall determine its own rules and order of business and keep a journal of its proceedings. It shall have power to compel the attendance of absent members, may punish its members for disorderly behavior, and by vote of not less than a majority of all its members, expel from a meeting a member for disorderly conduct for the violation of its rules; but no member shall be expelled from a meeting unless notified of the charge against him and given an opportunity to be heard in his own defense.

Comment [MCH1]: Council wanted to change this to "Mayor" (gender neutral). However, charter may not be changed in this manner but instead, change must wait for charter review/amendment.

Comment [MCH2]: "Shall" means that Council must, that it has no discretion. "May" would give Council discretion as to whether it wants to defer.

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SECTION TWO. TIME AND PLACE OF MEETING

Rule 2.1. Regular Meetings. Scheduling regular meetings is governed by Section 3/01 of the Charter and Section 2-31 of Article II of the Code of Ordinances. Section 2-31 of Article II of the Code of Ordinances provides:

City Council will hold its regular meetings on the second and fourth Tuesdays of each month, beginning at 6:00 p.m. The council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate.

Rule 2.2. Special Meetings. Calling special meetings is governed by Section 3.01 of the Charter, which provides:

Special meetings shall be called by the City Secretary upon request of the Mayor, the City Manager, or a majority of the members of the Council.

A request for special meeting shall be filed with the City Secretary or City Manager in written/electronic format unless made at a regular meeting at which a quorum of Councilmembers are present. The City Manager and all Councilmembers shall be notified of all special meetings.

Comment [MCH3]: "Council member" was changed to "Councilmember" throughout the rules to make consistent with Charter spelling.

Rule 2.3. Quorum, Majority Voting. Quorum and majority voting are governed by Section 3.05 of the Charter, which provides:

A majority of all the members of the Council shall constitute a quorum to do business, but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of a majority of all the members of the Council shall be necessary to adopt any ordinance, resolution, or order; except that a vote to adjourn, or an action regarding the attendance of absent members, may be adopted by a majority of the members present.

SECTION THREE. AGENDA

Rule 3.1. Preparation of Agenda; Agenda Requests. The City Secretary shall prepare, post, and distribute notices of meetings and the assembled agenda packages. The City Manager is responsible for assembling the agenda package for each meeting. The City Manager must place a subject on the agenda if the subject is requested by the Mayor or a Councilmember. Other persons may request that the City Manager place an item on the agenda pursuant to Rule 3.3.

Rule 3.2. Consent Agenda. In preparing an agenda, the City Secretary may separately designate items as "Consent Agenda" which may be acted upon by the Council under Rule 6.6. The "Consent Agenda" shall consist of routine items, which in the City Secretary's determination can

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be appropriately considered as a group, without separate discussion, at the Council meeting. Any item listed on the consent agenda may be removed by a member of Council or upon a request by staff or a member of the public.

Rule 3.3. Agenda Deadline. Any person wishing to have a matter heard at a City Council meeting shall make a written request, including via email, to the City Manager or City Secretary. Such request shall contain a short summary statement of the proposed presentation. Such request should be made before 5:00 p.m. Monday of the sixth day preceding such meeting. As long as the City Council meetings continue to be on Tuesday, then such request should be made before 5:00 p.m. on Monday of the prior week, the preceeding Wednesday. Once a request has been placed on an agenda, the item, or an item concerning a similar subject matter, may not be placed on an agenda for a period of 1 year unless the item was postponed to a future meeting or a Councilmember makes a written request for placement.

Rule 3.4. Requests to Include or Exclude Items. Each request to include or exclude an agenda item shall be forwarded to all members of the Council at the time the request is submitted to the City Manager or City Secretary. When a Councilmember will be absent from a meeting, the Councilmember may request that an item not be included and such request shall not be unreasonably denied.

Rule 3.5. Council Action to Defer, Continue, or Not Act. A Councilmember wishing to withdraw, defer, or continue an item may make a motion to that effect. Such a motion shall be considered before any other action on that item.

Rule 4. Conduct of Meetings

Rule 4.1. Roll Call. Before proceeding with the business of the Council, the City Secretary shall make note of Members present, and enter those names in the minutes. The presiding officer shall determine the presence of a quorum as required by law and these rules.

Rule 4.2. Call to Order. The presiding officer shall call the meeting to order.

Rule 4.3. Presiding Officer. The Mayor, or in the Mayor's absence or inability to perform, the Mayor Pro Tem, shall be the presiding officer at all Council meetings. The presiding officer retains all rights and privileges of a Member of Council. If both the Mayor and Mayor Pro Tem are absent or unable to perform, the most senior Councilmember present shall preside. In the event two or more Members equally possess the greatest seniority then the eldest person among them shall preside.

Rule 4.4. Control of Discussion. The presiding officer shall control discussion of the Council on each Agenda item to assure full participation in accordance with these rules, the City Charter and the Code of Ordinances. The presiding officer will preserve order and decorum, preventing the impugning of any member's motives or other personal comment not relevant to the orderly conduct of business. The presiding officer shall request that all speakers keep comments brief

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and relevant to the question before the Council. All persons present in the meeting room should eschew abusive, rude or inappropriate conduct. See Chapter 38 and Section 42.05 of the Texas Penal Code regarding the “hindering” or “disrupting” of official proceedings.

Rule 4.5. Order of Consideration of Agenda. Except as otherwise provided in these rules, each Agenda item shall be considered in the numerical order as presented in the meeting agenda. Each Agenda item shall be introduced by the presiding officer. To introduce an item, it shall be sufficient to identify the item by the number assigned to it on the agenda. However, as provided in Section 3.06(a) of the City Charter:

Ordinances and resolutions shall be introduced only in written form.

After a measure is introduced, the standard procedure for consideration will be as follows:

- (1) Reading of the measure by the presiding officer (or other person designated by the presiding officer). Reading ordinances or resolutions by caption or summary is allowed if the full text is available as prescribed by the Charter. (Note: Section 3.06(a) of the Charter requires additional steps for ordinances: “No ordinance shall be passed until it has been read and voted upon in at least two regular meetings, except an emergency measure. The final reading of each ordinance shall be in full unless a written or printed copy thereof shall have been furnished to each member of the Council prior to such reading.”)
- (2) The City Manager or other person may present a staff statement or presentation with questions and discussion from City Council.
- ~~(3) Motion and second.~~
- ~~(4) Public Comments.~~
- ~~(5) Discussion.~~
- ~~(5) Motion and second.~~
- (6) Vote.
- (7) If a majority of Council votes against a motion, the Council Member making the original motion may amend that motion for reconsideration. In addition, any Councilmember may make an alternate motion for consideration related to that agenda item.

In the absence of the objections of the presiding officer or a majority of Council, which would prevail, the Council may vary the standard procedure ~~(for example, by discussing a measure before a motion is made)~~. Informal voting by voice or a show of hands shall be used at the discretion of the presiding officer, unless a Councilmember requests a roll call vote or a roll call vote is otherwise required by state law. ~~On a roll call vote, the moving member votes first, the seconding member votes second, the remaining members vote in alphabetical order and the presiding officer votes last (unless the presiding officer has moved or seconded the motion).~~ In case of a tie, the motion fails.

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Rule 4.6. Discussion; referenced document. A Councilmember shall speak only after being recognized by the presiding officer. A Councilmember recognized for a specific purpose shall limit remarks to that purpose. A Councilmember, after being recognized shall not be interrupted except by the presiding officer to enforce these rules. Anyone speaking shall be recognized by the presiding officer. Where a Councilmember plans to reference or cite a document that was not included as part of the agenda packet, the Councilmember should make copies for each Councilmember and provide the document to the entire Council as soon as possible and prior to the meeting. The Councilmember may seek the aid of the City Manager in complying with this provision.

Rule 4.7. Presiding Officer's Right to Enter into Discussion. The Mayor (or other presiding officer) as a Member of the Council May enter into any discussion.

Rule 4.8. Limit on Remarks. Each Councilmember shall limit his or her remarks to a reasonable length.

~~**Rule 4.9. Presiding Officer's Right to Speak Last.** The presiding officer has the right to speak last on any item.~~

Rule 4.10. Call for Vote. At the conclusion (or closure) of debate or discussion, the presiding officer shall call for a vote, provided however, a majority of the Council present may require a vote at any time.

SECTION FIVE. CITIZEN PARTICIPATION

Rule 5.1. Public Participation. Comments and suggestions by the public are highly valued and encouraged during those parts of a meeting designated for public participation. Speakers should register in advance and should limit their presentations to four minutes each. Speakers should direct all remarks and questions to the Council, who may refer them for investigation, response or other action. The "Texas Open Meetings Act" requires the City to post a notice, in advance, listing every topic or subject to be considered by the Council. This law may prevent the Council from considering a subject raised by a member of the public. In this case, the presiding officer may refer the matter, and the Council may direct that the matter be placed on the agenda for an upcoming meeting.

Rule 5.2. Manner of Addressing Council. A person desiring to address the Council shall step to the lectern or other alternate arrangement and state his or her name and address for the record before proceeding with comments. All comments from the public should be directed to the Council.

Rule 5.3. Total Time Limits. Those members of the public speaking on items both on the agenda and not on the agenda are limited to four minutes of speaking time. A person may speak only once on any agenda item. However, Applicants, or those persons having placed an item on the agenda seeking a specific answer from the Council, will be allowed ten minutes of total

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speaking time. Time limitations of this rule may be extended by the consensus of Council or pursuant to majority vote. ~~consent of a majority of the Council.~~

Rule 5.4. Remarks to be Germane/Non-redundant. Public comments must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, overly redundant or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting.

Rule 5.5. Matters not on the Agenda. Under the Visitor/Citizens Forum item on the agenda, the first ten completed requests to speak under this item will be the maximum number of people that will be allowed to speak on items not specifically mentioned on the agenda. The maximum number of people allowed to speak may be increased by consensus of~~consent of the City~~ Council or pursuant to majority vote.~~present.~~ Discussion of matters not on the agenda is prohibited by the Texas Open Meetings Act. Council may provide specific factual information in response to the inquiry, recite existing policy, or propose the placement of the issue on an upcoming meeting agenda.

SECTION SIX. COUNCIL ACTION

Rule 6.1. Motion Required. All action requiring a vote shall be moved by a Member of the Council. Each motion will require a second by another Member of the Council to be considered. A motion must be voted on or withdrawn before another motion for that same agenda item can be considered. Any Member of the Council can make an amendment to a motion. With a second, the amended motion is then voted on.

Rule 6.2. Motion to Reconsider. Except in case of a tie vote, a motion to reconsider must be made by a Councilmember who was on the prevailing side in the original action or by a Councilmember absent at the time of the original action. The motion must be made at the~~a~~ meeting when the subject is on the agenda. *See* Rule 3.1.

Rule 6.3. Recording names of Moving Members. The City Secretary shall record the name of the Councilmember making each motion and corresponding second to the motion.

Rule 6.4. Separate Consideration. Except as otherwise required by these rules, each agenda item shall be voted upon separately and each separate vote shall be recorded by the City Secretary.

Rule 6.5. Action or Consent Agenda. Except as herein provided, the "Consent Agenda" shall be considered as a group without separate discussion on each item. When the Consent Agenda is introduced, each Councilmember has the right to remove any item, in which case the item is handled under Rule 4.5. After items are removed, the presiding officer shall ask the Members to indicate their votes on the remaining Consent Agenda items. The City Secretary shall record the votes on each item separately.

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Rule 6.6. Consideration Out of Order. With the consensus of Council or pursuant to majority vote, consent of a majority of the Council, any agenda item may be considered out of order, at the request of any Councilmember.

Rule 6.7. Council Appointments. The Council may consider and make appointments to City boards and commissions by either of the following procedures:

- By direct motion. The Councilmember shall state the name of the person and the board to which they are being appointed. The motion will require a second, and a majority vote of the Council shall be required for appointment.
- By nomination process. The mayor shall open the floor for nominations, whereupon Councilmembers may put the names of appointees forward. The names submitted shall be debated. When the debate ends, the City Secretary shall call the roll of the Councilmembers, and each member shall cast their vote from those persons nominated. The nominee receiving the highest number of votes shall be appointed. If more than one appointee is to be selected, then each member shall have as many votes as there are slots to be filled; however, a member shall not cast more than one vote for a single candidate. A majority of the members voting shall be required for appointment.

In accordance with Section 3.01 of the City Charter, all meetings of all boards, commissions and committees of the Council shall be open to the public and as provided by state law. The requirements of the Texas Open Meetings Act shall apply to all elected or appointed authorities, boards, commissions, Council, or other bodies of the City that are composed of a quorum of members of a particular body. However, the law's requirements shall not apply to a meeting solely among the City's professional staff.

SECTION SEVEN. MISCELLANEOUS

Rule 7.1. Voting Required. Section 3.05 of the Charter requires Councilmembers to vote, as follows:

No member may be excused from voting except when such member has a conflict of interest as defined by law.

Any Council Member prohibited from voting by personal interest shall announce at the commencement of consideration of the matter and shall not enter into discussion or debate on any such matter. In that case, the member shall file with the City Secretary a written statement (electronic communications are considered acceptable) of the reason for abstaining. Any Councilmember refusing to vote – and not excused from voting – shall be considered in violation of the City Charter and will be recorded in the minutes as voting in the affirmative and may be held to further repercussions as deemed appropriate by the City Council.

Rule 7.2. Point of Order. A Councilmember may make a point of order to draw attention to a violation of these rules, such as the irrelevance or continued repetition of a speaker. Such action

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is not to be made because of disagreement over the subject matter of the discussion or an opinion. A point of order may be made at any point during a meeting and it may interrupt the pending discussion, takes precedence over that discussion or any other motion, and must be decided before any other discussion or action occurs. Following a point of order, the presiding officer shall immediately stop the discussion, acknowledge the point of order, and allow the Councilmember who raised it the opportunity to state the basis thereof. No debate concerning the point of order is permitted beyond a fair, reasonable clarification of the applicable rule. After hearing the basis upon which the point of order is made, the presiding officer must rule immediately subject to conferring with relevant authorities about the validity of the raised issue. The presiding officer may dispute the point of order, accept it and apply or comply with the applicable rule, or not accept the order. If a Councilmember believes that the ruling given by the presiding officer is incorrect, then a Councilmember may make the procedural motion "dissenting from the chair's ruling." This motion must then be seconded and put to the vote without debate. The result of the vote will determine whether the ruling is upheld or reversed.

Rule 7.23. Suspension of Rules. These rules or any part hereof may be suspended for a specific purpose or any single meeting by consensus of Council or pursuant to majority vote ~~by a majority vote of, by consent of a majority of the Council Members present.~~ This does not apply to those rules directly mentioned in the City Charter or other sections of the Code of Ordinances.

Rule 7.34. Informal Requests. A Member of the Council, before or during the consideration of any matter, or in the course of a hearing, may request and receive information, explanations or the opinions of the City Manager or City Attorney, ~~City Secretary, or any City employee present, all subject to Rule 4.10.~~

Rule 7.45. Council Liaisons. A Councilmember serving as an ex-officio member of a City board and/or commission will act to relay Council actions concerning board and/or commission items and to report back to Council. Council Liaisons should also abide by the rules and procedures for meetings of the board and/or commission meeting they are attending. Ex-officio members will be appointed by Council with consideration given to applicable expertise.

Rule 7.6. Councilmember Requests of Staff. Pursuant to Section 6.05 of the City Charter, Council is generally limited to going through the City Manager with respect to a request to staff. The policy basis for this procedure includes helping to ensure the City Manager is aware of any issue raised by a Councilmember, promoting the "chain of command" management, and efficiency. Where such a request or inquiry is made to the City Manager, the City Manager will address the request or inquiry as efficiently as possible, based in part on the nature of the request and existing workload, and will communicate with the Councilmember as to the timing of a response. The Councilmember should provide as much information as possible to help ensure that the response adequately addresses the question. In most cases, the City Manager will provide the response to the entire Council. Where a request will, in the City Manager's opinion, utilize a significant amount of staff time or other resources or divert from City policy, the City Manager may ask the Councilmember to place the issue on an agenda for Council direction.

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Agenda Item:

6D. Change the order of the agenda to move the "Announcements of Community Interest" section to be before the "Consent Agenda" section.
(Councilmember Andrew)

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

SUBJECT: Change the order of the agenda by moving the "Announcements of Community Interest" section of the agenda to before the "Consent Agenda"

FOR AGENDA OF: March 14, 2017 **DATE SUBMITTED:** March 8, 2017

SUBMITTED BY: Don Davis **CLEARANCES:**
Interim City Manager

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

At the regular meeting on February 28, City Council discussed moving the "Announcements of Community Interest" section from the end of the agenda to the beginning of the agenda before the "Consent Agenda". In reviewing the February 28 recording, council's motion did not address the announcements section. Mr. Andrew, the maker of the motion on February 28, was contacted by staff and he advised it was his intent to make this change; therefore, this item is placed on this agenda to accommodate his request.

RECOMMENDED ACTION

Instruct staff to change the order of the agenda by moving the "Announcements of Community Interest" section of the agenda to before the "Consent Agenda".

Agenda Item:

6E. Develop an ordinance regulating the use of portable electronic devices while driving. (Councilmember Fine)

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

SUBJECT: Discussion item with council regarding the possibility of developing and enacting an ordinance regulating the use of portable electronic devices while driving.

FOR AGENDA OF: March 14, 2017

DATE SUBMITTED: March 3, 2017

SUBMITTED BY: Chief David J. Knight

CLEARANCES: Don
Davis, Interim City
Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Texas is one of only four states that have not enacted a state-wide law banning texting while driving. In order to address the threat to public safety and the danger presented by distracted driving in the form of electronic device usage and texting while driving more than 100 cities have enacted local ordinances.

The key purposes of these ordinances are:

- Improve roadway safety for all vehicle operators, passengers, bicyclists, pedestrians and other road users.
- Prevent crashes related to the act of using a portable electronic device while driving a motor vehicle.
- Reduce injuries, death, property damage, health care costs, health insurance and automobile insurance rates related to motor vehicle crashes

A number of legislative bills related to the use of portable electronic devices while driving have been filed this legislative session. These proposed bills prohibit texting and

driving and allow cities to enact ordinances containing regulations more stringent than those proposed in the bills.

RECOMMENDED ACTION

This item is on the agenda to allow for discussion between Staff and Council and provide direction on the development and creation of an ordinance regulating the use of portable electronic devices while operating a motor vehicle within the City of Kerrville.

Agenda Item:

6F. Amendment to the smoking ordinance to include E-cigarettes and vaping devices. (Councilmember Fine)

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

SUBJECT: Discussion item with council regarding amendment of smoking ordinance to include E-Cigarettes and Vaping devices.

FOR AGENDA OF: March 14, 2017

DATE SUBMITTED: March 3, 2017

SUBMITTED BY: Chief David Knight

CLEARANCES: Don Davis, Interim City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The current municipal ordinance regulating and prohibiting smoking in certain public places and places of employment does not apply to the use of e-cigarette or electronic vaping devices with the exception of the prohibition of use of such devices within a city park and recreation area. The creation of a prohibition on the use of such items in the same areas and circumstances that prohibit smoking could be accomplished through an amendment to the smoking ordinance.

RECOMMENDED ACTION

This item is on the agenda to allow for discussion between Staff and Council and provide direction on amending the smoking ordinance to include e-cigarettes and vaping devices.

Agenda Item:

7A. Appointment to the Library Advisory Board. (staff)

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

SUBJECT: Appointment to the Library Advisory Board

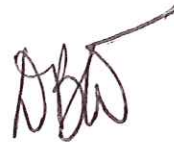
FOR AGENDA OF: March 14, 2017 **DATE SUBMITTED:** March 2, 2017

SUBMITTED BY: Brenda Craig
City Secretary *BC* **CLEARANCES:**

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



SUMMARY STATEMENT

Consider appointment to the following board:

Library Advisory Board: One term that expires November 22, 2018, due to a resignation.

RECOMMENDED ACTION

Consider appointment.

LIBRARY ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
BOX, ASTRID 504 Rees Street	896-7662	01-26-16		11-22-17
VACANT				11-22-18
LIPSCOMB, DAVID 909 Lake Drive	895-4232 (H)	01-26-16		11-22-17
MILLER, MATTHEW 201 Stephanie Dr.	330-462-0951 (H)	01-26-16		11-22-17
* SMITH, JANE 2009 Crown View Dr.	792-9144 (H)	04-22-13		11-22-18

EX OFFICIO MEMBER:

Mary Ellen Summerlin	459-8551 (C)
105 Turnberry Circle	895-7982 (H)

CITY STAFF:

Laura Bechtel	258-1260 (O)
Library Director	
505 Water Street	

Kim Meismer	258-1140 (O)
Director of Gen. Operations	370-0748 (C)
701 Main Street	

Qualifications: Members must maintain a library card in good standing.

Powers and Duties: The Board is an advisory board to the city council; shall have the authority to hold meetings within the city and to consider and make recommendations to the Council from time to time on any and all matters pertaining to the Library. Upon a majority vote of the total membership.

Term of Office: All Board appointments shall serve two (2) year terms. No Board member shall serve more than two (2) consecutive two (2) year term on the Board without having at least one (1) full year off of the Board between terms. A majority of the members' terms shall expire in even-number years with the remaining members' terms expiring in odd-numbered years.

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Quorum: Three members

Number of Members: Five members

Meeting Time & Place: Third Tuesday of Every Month; 3:00 pm; Butt-Holdsworth Memorial Library

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

Established by: Ordinance No. 1967-17; amended by Ordinance Nos. 80-5, 84-14, 84-58, 85-01, 87-24, 87-60, 87-61, and 2005-19 (in its entirety); Resolution Nos. 045-2006, 107-2006, 076-2007, and 122-2007 did not change this board. Code of Ordinances: Chapter 66 - Article II – Sections 66-31 through 66-34; Amended by Ordinance No. 2010-05; Amended by Ordinance No. 2011-16.

Revised: November 10, 2016

* Appointed by Friends of the Butt-Holdsworth Memorial Library