

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, AUGUST 22, 2017, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR MEETING, TUESDAY, AUGUST 22, 2017, 6:00 P.M.**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION OFFERED BY JOHN STANDRIGE, OF CHRIST CHURCH  
PRESBYTERIAN**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**2. VISITORS/CITIZENS FORUM:**

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

**3. PROCLAMATION AND PRESENTATIONS:**

3A. Proclamation recognizing the Kerrville Professional Fire Fighters Local 3230 for participating in the Muscular Dystrophy Association "Fill the Boot" campaign.

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

3C. Proclamation proclaiming September 1, 2017, as Dorothy McNeill Tucker Day.  
(Jim and Wanda Morris)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City Hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: August 18, 2017 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

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Cheryl Brown  
Deputy City Secretary, City of Kerrville, Texas

**4. CONSENT AGENDA:**

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

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

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

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

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

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

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

**END OF CONSENT AGENDA**

**5. PUBLIC HEARINGS:**

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

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

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Cheryl Brown  
Deputy City Secretary, City of Kerrville, Texas

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

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

**7. CONSIDERATION AND POSSIBLE ACTION:**

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

**8. INFORMATION AND DISCUSSION:**

8A. Presentation by My Ride TX, a ride share company. (My Ride TX)

8B. Budget and economic update. (staff)

**9. CITY MANAGER'S REPORT**

**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), 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 ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY**

**ADJOURNMENT.**

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Cheryl Brown  
Deputy City Secretary, City of Kerrville, Texas

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## **Agenda Item:**

3A. Proclamation recognizing the Kerrville Professional Fire Fighters Local 3230 for participating in the Muscular Dystrophy Association “Fill the Boot” campaign.



# PROCLAMATION

**WHEREAS**, The Kerrville Professional Fire Fighters Local 3230 exemplifies the most time-honored American ideals of public service and sacrifice, protecting the citizens of our community from tragedy on the home front; and

**WHEREAS**, The Kerrville Professional Fire Fighters Local 3230 members are highly trained and dedicated individuals who demonstrate daily an extraordinary caliber of character and courage in the face of danger; and

**WHEREAS**, The Kerrville Professional Fire Fighters Local 3230 members selflessly donate their time and energy fighting for kids and adults with muscular dystrophy, ALS and related life-threatening diseases that severely limit muscle strength and mobility by Filling the Boot each year for the Muscular Dystrophy Association (MDA); and

**WHEREAS**, In the past 13 years, the Kerrville Professional Fire Fighters Local 3230 has raised more than \$266,000 for MDA through the annual Fill the Boot campaign; and

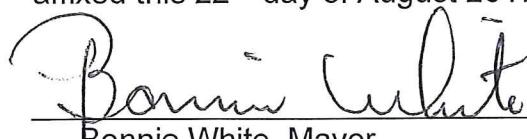
**WHEREAS**, The Kerrville Professional Fire Fighters Local 3230's endless service to MDA has given so much hope for families fighting life-threatening diseases,

**NOW, THEREFORE**, I, Bonnie White, Mayor of the City of Kerrville, Texas, recognize the Kerrville Professional Fire Fighters Local 3230 for the time and effort spent during the months of May, June and July for the past 13 years on

## FILL THE BOOT DAY



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this 22<sup>nd</sup> day of August 2017.

  
Bonnie White, Mayor

## **Agenda Item:**

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



## PROCLAMATION

**WHEREAS**, the Butt-Holdsworth Memorial Library was opened to the community on August 26, 1967 through the efforts of Mr. and Mrs. Howard E. Butt, Sr., the Friends of the Memorial Library, and the community; and

**WHEREAS**, the three-story circular native stone, steel and glass building, which was to stand as a memorial to the members of the Butt and Holdsworth families, instantly became a treasured asset of the community and beloved gathering spot for individuals and families; and

**WHEREAS**, overlooking the Guadalupe River in the heart of downtown Kerrville, the Butt-Holdsworth Memorial Library offers peaceful space for reading, reflection and study at the same time that it invites vibrant community interaction; and

**WHEREAS**, the Butt-Holdsworth Memorial Library has continuously grown over the past 50 years to meet the changing needs of the community, including providing resources for all ages and bringing library services outside of library walls through programs and digital services; and

**WHEREAS**, the Butt-Holdsworth Memorial Library will continue to promote free and open access to information, materials and services to all residents of the City of Kerrville to advance knowledge, foster creativity, encourage the exchange of ideas, build community and enhance the quality of life;

**NOW, THEREFORE**, the City Council of the City of Kerrville does hereby commend the Butt-Holdsworth Memorial Library on the occasion of its 50<sup>th</sup> Anniversary and on behalf of the residents expresses sincere appreciation for its role in the community.



In witness whereof I have hereunto set my hand  
and caused the Seal of the City of Kerrville to be  
affixed hereto, the 22<sup>nd</sup> day of August, 2017

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Bonnie White, Mayor

## **Agenda Item:**

3C. Proclamation proclaiming September 1, 2017, as Dorothy McNeill Tucker Day. (Jim and Wanda Morris)



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

## PROCLAMATION

**WHEREAS**, Dorothy McNeill Tucker has unselfishly given of her time and resources to support the Dietert Center, specifically donating the construction cost of several rooms in the Center, generously supporting the Meals On Wheels program and the recent expansion of the Dietert Center kitchen;

**WHEREAS**, Dorothy McNeill Tucker provided the funds to make possible the construction and operation of the Tucker Hall at St. Peter's Episcopal Church, including paying down the principle of the debt incurred while serving as a member of the Episcopal Women's Group;

**WHEREAS**, Dorothy McNeill Tucker has provided significant funds to support the construction of the Schreiner University's Mountaineer Center and other activities of the University;

**WHEREAS**, Dorothy McNeill Tucker made generous contributions to support the recent renovations of the Butt-Holdsworth Memorial Library; and

**WHEREAS**, the Kerrville City Council wishes to recognize the valuable contributions she has made to the entire community, prior to her untimely passing on Saturday, August 12, 2017.

**WHEREAS**, In grateful acknowledgement of the outstanding and dedicated service rendered by Dorothy McNeill Tucker, a generous local philanthropist who has supported numerous charities in Kerrville

**NOW, THEREFORE**, I, Bonnie White, Mayor of the City of Kerrville, Texas, do proclaim September 1, 2017, as Dorothy McNeill Tucker Day, in the City of Kerrville, Texas, on the occasion of what would have been her 93<sup>rd</sup> Birthday.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this 22<sup>nd</sup> day of August, 2017.

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

## **Agenda Item:**

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

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

CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
JULY 25, 2017

On July 25, 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 Reverend Allen Noah, Barnett Chapel, followed by the Pledge of Allegiance led by Maria Hall.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Sandra Yarbrough	Director of Finance
Kim Meismer	Director of General Operations
David Knight	Police Chief
Dannie Smith	Fire Chief
Sabine Kuenzel	Director of Development Services
Kyle Burow	Director of Engineering

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

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: were given.

2. VISITORS/CITIZENS FORUM: No one spoke.

3. CONSENT AGENDA:

Mayor White removed Item 3C from the consent agenda.

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

3A. Minutes of the budget workshop held on June 21, 2017, and the regular meeting held June 27, 2017.

3B. Resolution No. 27-2017 authorizing the use of internal combustion engines on Nimitz Lake upstream of the city's impoundment dam for the Kerrville Triathlon and the safety of competitors.

**END OF CONSENT AGENDA**

3C. Construction contract with Champion Infrastructure, LLC for the 2017 crack seal project in the amount of \$269,060.00 and authorize the City Manager to execute additional change orders which will not exceed a total contract value of \$285,000.00.

Mr. Burow noted the bid was based on the Fugro study that identified street repairs on a block by block analysis; which resulted in fewer miles because of the cost of mobilization. For future street assessments, the city will be looking to better consolidate repairs into geographic regions/streets to minimize mobilization costs.

Ms. Summerlin moved to authorize the city manager to execute a construction contract with Champion Infrastructure, LLC for the 2017 crack seal project in the amount of 4269,060 and authorize the city manager to execute additional change orders which will not exceed a total contract value of \$285,000; Mr. Ferguson seconded the motion and it passed 5-0.

**4. PUBLIC HEARINGS:**

4A. Annexation and zoning of an 11.341 acre tract, being a portion of a certain 1131.78 acre tract, part of Comanche Trace, a golf and residential community, located in southwest Kerrville.

Mayor White opened the public hearing at 6:09 p.m.; no one spoke; Mayor White closed the public hearing at 6:09 p.m.

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

5A. Ordinance No. 2017-14 abandoning and vacating all right, title and interest in a fire lane easement, as located between and intersecting with both Bluff Ridge Drive and Glenview Drive and being dedicated to the public pursuant to the Forest West Four – Phase III Plat, a subdivision out of the Florentine Lara Survey No. 123, Abstract No. 225, and located within the City of Kerrville, Kerr County, Texas, according to the Plat thereof recorded in Volume 5, Page 45 of the Plat Records of Kerr County; said easement impacting Lot 8, Block 6, and Lot 7, Block 7, as specified on said Plat; finding that said dedicated right to the City is not required for future use as a fire lane easement; and ordering recording.

Mayor White read the ordinance title.

Chief Smith noted the fire easement would not be used as the primary route to Bluff Ridge because it was too narrow, was not maintained, and was too steep.

Mr. Baroody stated in 2001 when council considered abandoning the fire lane, the conclusion was that the easement was a temporary access until Westcrest was completed; however, there is a note on the original plat that stated the fire lane easement was to be a secondary access point to access the fire hydrant at Glenview. He opined that if the fire lane was cleared, a fire truck could go up it

without scraping bottom, and it would be a valid use for emergency vehicles in a contingency situation. There was only one way on to Bluff Ridge, and if that road was blocked, another access might be beneficial. Also, if the fire hydrant on Bluff Ridge failed or did not have enough pressure, a secondary hydrant might be needed. Further, abandoning the fire lane would make persons on the hill less safe. Abandoning would not take away from the property owners because it was there before they purchased their property. The easement was not a walking trail. Mr. Baroody noted that the fire department might save 20-30 seconds by using the fire lane instead of Westcrest to access Bluff Ridge, so it was an advantage in an emergency. Chief Smith noted the easement was a shorter route; however, there was a tremendous grade to overcome.

Ms. Summerlin stated the easement was private property and the owner wanted to build a home. The fire chief stated the easement had never been used and the fire department did not need it. There were several streets that the fire department could use to access homes on Bluff Ridge in the event of a fire. The council would be taking the property when it was not needed for a public purpose and denying the owner use of their land. She was concerned about the city's liability and cost of maintenance. It created a dangerous situation, and she questioned the cost to barricade it so that it would not be used by joy riders. The law was that property owners should have use of their property unless the city had a clear public use for it, and according to the fire chief, the city did not have that; the only comments were for neighbors' convenience, recreation, and the perception of safety.

The following persons spoke:

1. Deb Keech, representing Ken and Debbie Becker, noted the easement created a dangerous situation and should be closed. The owners wanted to build a home and the easement affected their buildability and property value. It was private property, it had never been used for an emergency, and her clients also requested it be abandoned.
2. Bob Bullion stated he was a professional engineer in design and analysis of water and wastewater systems. He questioned if the booster pump on Westcrest had capability to provide fire flow; if not, the fire department would need an alternative--the fire hydrant on Glenview. If there was not adequate pressure, the city would have to provide pressure, probably by looping the dead end line from the bottom to the top of the hill, and the city would need the easement.
3. Jerry Wagner noted he cleared some of the vegetation in the easement.
4. Bill Faught noted the city placed crash barricades at the top and bottom of the hill previously but they were removed. Vehicles can drive over barricades without being damaged. Casual vehicular traffic needed to be stopped but the city should allow the property owner to use the fire lane as a secondary access as there was very narrow access on Bluff Ridge. The fire lane was in existence when the property was purchased. He asked council to vote against abandoning the easement, have a crash barricade, and allow the property owner to use it.

5. Kimberly McCormick, property owner, stated if keeping the easement would keep people safe they were agreeable; however, she asked that they be allowed access to the easement and be allowed to put up a gate. If the city needed the fire easement they were in favor of keeping it as such; however, the city should be responsible to help them make sure that was what it was and not a sidewalk, walking path, or escape route during icy weather. When they bought the property the fire easement was there, but it had been abandoned for a long time.

6. Jason McCormick, property owner, requested if the easement remained, that the city allow them to use the easement as entrance into their property to connect to their driveway and to use as secondary access for parking; however, they would not park on or impede the emergency lane. He noted that gas and electric utilities were also located in the easement.

Mr. McDaniel requested that the city not spend money on the easement and that any improvements be at the owner's expense.

7. Linda Wagner questioned if there was not adequate water pressure from the fire hydrant on Bluff Ridge, would the fire hydrant on Glenview be used; would both fire hydrants have to be joined together to get sufficient pressure? There was a notation on the plat that the fire hydrant on Glenview would be used.

Chief Smith stated to use the fire hydrant on Glenview the fire department would have to overcome the steep incline and friction loss. The fire department would place a pumper truck on the fire hydrant on Bluff Ridge to increase pressure at that hydrant. There was no scenario whereby the fire department would use both hydrants for a fire.

Council also discussed the following:

-Questioned if the requirement for distance to access a fire hydrant would be violated if the easement was abandoned. Chief Smith noted the 150 ft. distance requirement applied to structures other than residential.

-The easement was on the property when it was purchased.

-The easement can be barricaded and both owners have the right to use it.

-Vegetation and maintenance were the property owners' responsibility.

Ms. Summerlin moved to postpone second reading to the next meeting and ask the city manager to get a cost estimate for a crash barrier system, who should pay for it, what would be the maintenance cost, and assurance that crash barriers would stop joy-riding. In the interim, a negotiated compromise might be reached. Mr. Ferguson seconded the motion; the motion failed 2 to 3 with Councilmembers Summerlin and Ferguson voting in favor of the motion and Councilmembers White, Baroody, and Voelkel voting against the motion.

Mayor White called for another motion; no motion was made. Mayor White stated the ordinance failed on second reading for lack of a motion.

**6. ORDINANCE, FIRST READING:**

6A. Ordinance No. 2017-15 authorizing the City Manager to execute a commercial contract – unimproved property for an approximate 2.15 acre tract of land out of the Walter Fosgate Survey No. 120, Abstract No. 138, within the City of Kerrville, Kerr County, Texas, and more commonly known as the former city hall site located at 800 Junction Highway (SH27); authorizing the City Manager to execute a special warranty deed to convey this property and to take any other reasonable and necessary action to close on the sale of the property; repealing all conflicting ordinances; providing for severability, and declaring an effective date. Mayor White read the ordinance title.

Mr. Hoppe noted the contract was developed based on the letter of intent.

Mr. Baroody moved to approved Ordinance No. 2017-15 on second and final reading. Mr. Voelkel seconded the motion and it passed 5-0.

**7. CONSIDERATION AND ACTION:**

7A. Deferred annexation agreement for property generally located at 2590 Junction Highway.

Mr. Hoppe noted that properties outside the city limits had to be annexed in order to receive city utilities. The property at 2590 Junction Highway had a failing septic system; therefore, the owner submitted a petition for voluntary annexation. The proposed deferred annexation agreement would allow the city to provide utility service and defer annexation to a later date. Several businesses on the property had a variety of non-conforming uses. He noted the wastewater main was located across the highway. Under the terms of the agreement, the owner would have to make the connection to the city's wastewater main, which would require the owner to bore under Highway 27. In accordance with the contract, the owner would be required to satisfy pretreatment of their wastewater prior to entering the city's system. Also, if the use changed, e.g. industrial use, the owner may be required to satisfy more stringent pretreatment requirements. Aqua Texas provided water service to the subject property. Staff recommended deferred annexation of the property to allow sewer service to be provided to Rio Rancho Restaurant.

Mayor White stated the motion: to authorize the city manager to finalize and execute a deferred annexation agreement for the property located at 2590 Junction Highway (SH27). Mr. Baroody moved for the motion. Ms. Summerlin seconded the motion and it passed 5-0.

**8. INFORMATION AND DISCUSSION:**

8A. Presentation of Fiscal Year 2018 employee benefits to include health, dental, and vision.

Ms. Meismer introduced Bob Tracey, benefits consultant. She explained there was an annual federal tax of 1.75% imposed on insurers for gross premiums from their policyholders. By forming the Employee Benefits Trust (EBT), the EBT was exempt from the tax. Since 2008 the city had saved over \$406,000 in tax on employee benefits. She explained the process the council would be asked to take on August 8 as the EBT.

Ms. Meismer noted that claims increased by 26% over the last two claims cycles. The city issued a bid for all benefits and received 4 proposals for medical: BCBS's best and final offer for the same exact plan as FY2017 was 3% (initial offer was 12.2%) above current rate; Aetna's bid was 1.76, but they would not commit until after they reviewed the city's claims for the past few months; United Health Care's bid was 18.78%; and TML's bid was 22.91%. She reviewed the benefit plans for medical, dental, group life and accidental death and dismemberment, and the pros and cons for each bidder. The FY2017 budget was \$7,011 per employee per year (PEPY); FY2018 was proposed to be \$7,356 PEPY. Ms. Meismer proposed using as much as \$252,520 from the benefit reserve fund instead of requiring the 295 employees to pay the increase cost. The benefit reserve fund balance as of July 18, 2017 was \$487,413 and had been accumulated from prior employee benefit savings. Spending from the benefit reserve fund was restricted to only employee benefits.

Mr. Tracy noted that even with the 3% rate increase in FY18, the overall average was a decrease in rates over the past four years because of a 5% rate decrease in FY2015 and 3.7% rate decrease in FY2014; this was despite the city's 26% increase in claims. He noted BCBS had been a good steward of the city's funds; had a high product satisfaction; was a good benefits provider for the employees; he recommended the city stay with BCBS.

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

Ms. Yarbrough gave the financial report year to date for the period ending June 30, 2017: general fund revenues totaled \$24,563,236 and expenditures \$20,245,193; water and sewer fund revenues totaled \$8,430,146 and expenditures \$8,357,464; hotel/motel fund revenues totaled \$875,310 and expenditures \$768,950. 43 permits for new residential construction and commercial new/remodel construction totaled \$25,166,545 year-to-date.

**9. APPOINTMENT TO BOARDS AND COMMISSIONS:**

9A. Kerr Emergency 9-1-1 Network Board of Managers. Chief Knight noted that Paul Huchton had vacated his position with the police department; Mr. Huchton was also the city's representative on the 9-1-1 Board. Chief Knight recommended Lieutenant Mary Krebs be appointed as the city's representative on the 9-1-1 Board.

Ms. Summerlin moved to appoint Mary Krebs to be the city's representative on the Kerr Emergency 9-1-1 Network Board of Managers; Mr. Ferguson seconded the motion and it passed 5-0.

**10. CITY MANAGER'S REPORT**

Mr. McDaniel reported on the following:

-Introduced Guillermo Garcia, executive director for strategic initiatives, process improvement and training programs.

-City was moving forward with putting in the pilings for the new reuse water line at Loop 534 and looking at options for the existing pedestrian bridge.

11. ITEMS FOR FUTURE AGENDAS: None.

12. EXECUTIVE SESSION: None.

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

ADJOURNMENT. The meeting adjourned at 7:29 p.m.

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

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

Bonnie White, Mayor

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

CITY OF KERRVILLE, TEXAS EMPLOYEE BENEFITS TRUST AUGUST 8, 2017

On August 8, 2017, the City of Kerrville Employee Benefits Trust met at 6:14 p.m. in the city hall council chambers, 701 Main Street, Kerrville, Texas.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Kim Meismer	Director of General Operations

CONSIDERATION AND POSSIBLE ACTION:

Approval of the Fiscal Year 2018 employee benefit plans.

Ms. Meismer noted that Blue Cross Blue Shield (BCBS) offered a final bid of 1.5% increase over FY2017, for the same plan for medical benefits. Aetna's medical bid was 1.76%, but they would not commit until after they reviewed the city's claims for the past few months. She noted the city's claims were high in May and June; therefore, Aetna would probably increase their bid. She recommended the city absorb the slight increase using the employee benefit reserve fund.

Bob Tracey, Gallagher Benefit Services, noted it was not in the city's best interest to disclose the May/June claims. He opined that the city received a strong proposal from BCBS.

Ms. Meismer recommended that council, acting as the trustees of the Employee Benefit Trust, approve the following:

-The city's contribution for employee benefits be budgeted at \$6,500 per employee for FY2018.

-Authorize the use of funds from the Employee Benefit Reserve account, up to \$215,350, if necessary.

-The city manager be authorized to sign the contracts with the following providers:

- Medical: Blue Cross Blue Shield of Texas
- Dental: Standard Life
- Vision: Standard Life
- Group Life & AD&D, Voluntary Life & AD&D, and Short Term Disability: Standard Life.

Mayor White stated the motion to approve the FY2018 employee benefits plan as presented. Mr. Ferguson moved the motion as stated; Ms. Summerlin seconded the motion and it passed 5-0.

**Adjournment.**

The City of Kerrville Employee Benefits Trust meeting adjourned at 6:21 p.m.

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

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

\_\_\_\_\_  
Bonnie White, Chairman

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

## **Agenda Item:**

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

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

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**SUBJECT:** Approval of a grant application to Criminal Justice Division, Office of the Governor for Police Department body armor.

**FOR AGENDA OF:** August 22, 2017

**DATE SUBMITTED:** August 8, 2017

**SUBMITTED BY:** Chief David Knight

**CLEARANCES:** Mike Hayes – City Attorney

**EXHIBITS:** Resolution

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *DK*

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

The City of Kerrville has completed a grant application to the Criminal Justice Division/Office of the Governor in the amount of \$27,000 for State Funding to purchase fifty four (54) Level IV Body Armor plates and carriers. The grant application is available for review in the office of the police chief. The resolution designates the Chief of Police as the grantee's authorized official given the authority to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**RECOMMENDED ACTION**

The Police Chief recommends that council approve the resolution and grant application for the purchase of fifty four (54) Level IV Body Armor plates and carriers.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 33-2017**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, BY THE CITY OF KERRVILLE**

**WHEREAS**, the Kerrville Police Department (“KPD”) seeks authorization to submit a grant application to the Office of the Governor, Criminal Justice Division (“CJD”) for the purchase of 54 Level IV Body Armor plates and carriers in the amount of \$27,000.00; and

**WHEREAS**, the City Council of the City of Kerrville, Texas finds it to be in the public interest to authorize KPD to submit a grant application to the CJD, for the purposes expressed above;

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

**SECTION ONE.** The City Council of the City of Kerrville, Texas, authorizes the submission to the Office of the Governor, Criminal Justice Division, for the purpose of acquiring funding to be used to purchase 54 Level IV Body Armor plates and carriers.

**SECTION TWO.** Pursuant to the grant application, the City agrees to return grant funds to the CJD in the event of loss or misuse of any grant funds.

**SECTION THREE.** The City designates the City’s Chief of Police as the City’s authorized official who is given the authority to apply, reject, alter, or terminate the grant on behalf of the City.

**PASSED AND APPROVED ON** this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2017.

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

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

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

## **Budget Details Information Grant #3063401**

## **Agenda Item:**

4C. Professional services agreement with Schrickel Rollins and Associates for design services for the HEB Tennis Center Renovation project. (staff)

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

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**SUBJECT:** Authorize a professional services agreement with Schrickel Rollins and Associates for design services for the HEB Tennis Center Renovation project.

**FOR AGENDA OF:** August 22, 2017

**DATE SUBMITTED:** August 10, 2017

**SUBMITTED BY:** Ashlea Boyle  
Parks and Recreation Director

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


**EXHIBITS:** Professional Services Agreement Scope of work

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$166,500	\$1,499,875	\$1,500,000	70-7000-5100

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

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**SUMMARY STATEMENT**

On January 27, 2017, the City Council approved a funding agreement with the Kerrville Economic Improvement Corporation for renovation of the HEB Tennis Center in the amount of \$1.5 million. In early June 2017, staff concluded a Request for Proposals (RFQ) process to solicit design firms to submit interest proposals. On June 27, 2017, the City Council authorized staff to negotiate a design services agreement with the consultant team selected which best met the criteria in the RFQ; Schrickel Rollins and Associates (SRA) from Arlington, Texas. Their team also consists of Hewitt Engineering of Kerrville, MDS Surveying of Boerne, and Rock Engineering of San Antonio, all experienced firms in working with the City of Kerrville. Their proposal and body of work regarding design and renovation of tennis centers is advantageous for the City of Kerrville. Staff received and negotiated formal proposal from SRA with delineated the deliverables and costs for the professional services agreement.

As was included in previous City Council agendas, the design scope of work for the project includes stakeholder input, plan development, bid document preparation, bid evaluation, and construction management assistance for drainage, tennis court, and building renovation needs at the facility, which requires professional engineering and architectural services. The fee for the professional services agreement is \$161,500.00, with the funding authorization not to exceed \$166,500.00.

### **RECOMMENDED ACTION**

Authorize the City Manager to execute a professional services agreement with Schrickel Rollins and Associates for design services for the HEB Tennis Center Renovation project for \$161,500.00, with the funding authorization not to exceed \$166,500.00.

# PROFESSIONAL SERVICES AGREEMENT

[FIRM: SRA, Inc. | PROJECT-SERVICES: H-E-B Tennis Center Design Services]

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

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

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

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

## I. CONSULTANT’S SERVICES

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

## II. CONSULTANT’S RESPONSIBILITIES

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

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

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

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

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

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

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

B. CITY shall furnish surveys, geotechnical reports, or other special investigations or tests, including structural, mechanical, and chemical, for the Project site as requested by the CONSULTANT and as reasonably necessary for the completion of the Services. The parties will agree to this work prior to entering into this Agreement and such work will be included as part of the Services specified in **Exhibit D, Scope of Services to be Provided by the City**.

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

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

E. CITY designates Malcolm Matthews, Project Manager, 830/258-1150 as its representative authorized to act on its behalf with respect to the Project.

### **IV. PAYMENT**

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Payment Schedule, attached hereto and incorporated herein as **Exhibit B, Fee Schedule** in the amount of **\$161,500.00**.

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

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

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or

price, or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

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

## VI. DOCUMENTS

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

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

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

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

## VII. TERMINATION

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

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

### **VIII. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT is liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services and CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.
- B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of CONSULTANT.

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

- A. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CITY and CONSULTANT and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.
- B. Assignment. This Agreement is a personal service contract for the services of CONSULTANT and CONSULTANT's interest in this Agreement, duties hereunder, and/or fees due may not be assigned or delegated to a third party without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT will be considered an assignment.
- C. Adjustment in Services. CONSULTANT shall not make any claims for extra services, additional services, or changes in the Services without a written agreement with CITY prior to the performance of such services.
- D. Applicable Law. This Agreement must be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law. Venue will occur in Kerr County, Texas.
- E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review, approval, or acceptance of, nor payment for any of the Services may be construed to

operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

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

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

**Exhibit A Scope of Services to be Performed by Consultant**

**Exhibit B Fee Schedule**

**Exhibit C Proposed Schedule**

**Exhibit D Scope of Services to be Provided by the City**

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

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

SRA, Inc.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: 1161 Corporate Dr., W, Suite 200  
Arlington, Texas 76006

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

**OWNER**  
THE CITY OF KERRVILLE

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

**CONSULTANT**  
SRA, INC.

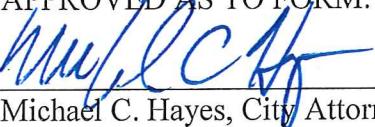
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

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Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ashlea Boyle, Director of Parks & Recreation



## EXHIBIT A

### **SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT**

**CITY OF KERRVILLE**  
Tennis Center  
July 11, 2017

#### **SUMMARY OF PROJECT**

A. The project consists of engineering and architectural improvements to the H-E-B Tennis Center located at 801 Tennis Drive. The original complex was built in 1978 with six courts, pro shop/restroom, and parking. Improvements consisting of an additional eight lighted courts, pavilion, trail, and playground were completed in the 1990s. The current facility now consists of a total of 14 lighted courts.

In mid-2016, the original battery of asphalt courts were resurfaced and re-striped to seal cracks. This repair was a temporary solution with no guarantee on life expectancy with the knowledge that the courts would eventually need to be overlaid, possibly with a concrete cap. Striping for Junior Courts and Pickleball were also added at this time to support programming needs.

Improvements to be considered in the design services phase will include, but not be limited to:

- Improving path of travel and ADA access to areas such as the pavilion, practice area, pro shop, lower parking, observation areas, and walking trail.
- Resurfacing courts with concrete cap.
- Evaluate the newly resurfaced asphalt courts in regard to upgrading to concrete courts.
- Address drainage and parking issues throughout.
- Address irrigation and landscaping.
- Address lighting.
- Address signage, fencing, windscreens, and net equipment.
- Address the existing playground.
- Evaluation / renovation of existing buildings and pavilion.

B. The Consultant shall perform for the City the Basic Professional Services and Special Services for the phases of the Project to which this agreement applies. Services include, but are not limited to, professional consultation and advice and furnishing civil, structural, mechanical, and electrical engineering services; surveying; architectural services; landscape architectural services; geotechnical investigation and irrigation.

C. The project budget for the Park Development including Professional Services, to which the Preliminary Site Plan Phase Services and Construction Documents Phase Services will be coordinated by the Consultant, will not exceed the sum of \$1,500,000, including fees for professional services and expenses unless amended by the City. (Refer also, to PART XI – Additional Services, Item A.)

D. For purposes of this Service Agreement and its Exhibits, the term "Engineer," where appropriate, shall be interchangeable with the terms "Landscape Architect" or "Architect" or "Consultant." Schrickel, Rollins and Associates, Inc., is a firm composed of practicing Planners, Registered Engineers, Registered Architects, and Registered Landscape Architects. The firm does not represent itself solely as an engineer nor solely as a practitioner of landscape architecture or architecture as defined in the applicable State of Texas registration laws.



E. The following consumer information is required by the Landscape Architects Registration Law, Article 249c, VTCS: The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the above named Act. Their address and telephone number are: 8213 Shoal Creek Blvd., Suite 107; Austin, Texas 78758-7589; (512) 458-4126.

## PART I – SCOPE OF WORK

Execution of the design work for the aforementioned project (under a Professional Services contract) shall include, but may not be limited to, the following (subject to budget limitations):

- A. Ensuring compliance with all applicable local, state, and federal requirements. This may include, but is not necessarily limited to:
  - 1. Applicable building codes and city ordinances.
  - 2. TCEQ permitting requirements; SWPPP evaluation.
  - 3. Environmental regulations – determination of permitting requirements and compliance with applicable federal, state, and local laws, rules and regulations.
  - 4. TDLR (TAS compliance) plan review and project inspection by Registered Accessibility Specialist (RAS).
- B. Preliminary Site Design and Scope:
  - 1. Site analysis (sufficient to be able to evaluate improvements list in the Summary of the Project).
  - 2. Layout of features (determine best locations).
  - 3. Review of property boundary surveys, to ensure all improvements fall within City-owned property.
- C. Civil Engineering:
  - 1. Topographic survey of entire site.
  - 2. Plan / profile, stationing, etc.
  - 3. Utility coordination/design.
  - 4. Parking lot and pavement design.
  - 5. Erosion control (as required).
  - 6. Storm Water Pollution Prevention Plan (SWPPP).
- D. Architecture/Landscape Architecture:
  - 1. Existing structures analysis.
  - 2. Structures design (pro shop, restrooms, pavilion, observation, etc.) and specifications.
  - 3. Landscape and irrigation components, design, and specifications.
  - 4. Court design.
- E. Signage/Wayfinding Design:
  - 1. Entry sign (at Sidney Baker).
  - 2. Parking, directional, and wayfinding signage.
  - 3. Center information signage.
  - 4. Court and rules signage.



F. Participation in Bidding Process:

1. Develop opinion of probable construction costs.
2. Preparation and printing of Construction Plans and Specifications for bid package.
3. Preparation of detailed bid tabulation.
4. Bid analysis and recommendation.

G. Construction Administration and Project Closeout Processes:

1. Participation in regularly scheduled and ad hoc site meetings, as necessary.
2. Review shop drawings and other contractor submittals, as necessary.
3. Review and process contractor invoices and change orders.
4. Give City and Contractor(s) direction, as necessary, to successfully complete the project.
5. Closeout processes – Substantial completion, punch-list, final inspection, as-built records (digital and hard copies), etc.

H. MEP (Mechanical, Electrical and Plumbing):

1. Electrical design for court, court lighting design, parking and security lighting.
2. Plumbing design for building, HVAC, etc.

I. Geotechnical research – 3-4 Borings within complex at spacing to be determined.

J. Structural Engineering – possible needs include, but are not limited to, structures requiring permitting review such as:

1. Tennis courts.
2. Buildings and structures.

K. Coordination with affected agencies, utility companies and stakeholders, as necessary.

**PART II - BASE MAP AND SURVEYING**

A. While existing base information would be sufficient for preliminary planning, it is not sufficient for detailed design development and preparation of construction drawings for improvements on site. A new topographic survey of the existing areas within the project limits will be required. The survey will identify one foot contours, existing facilities, utilities and trees with 3" or greater caliper, boundary lines, and adjacent public streets and utilities. The survey information will be supplied in the Texas State Plane coordinate system, South Central Zone. The City will provide existing boundary data.

**PART III – PRELIMINARY PLANNING PHASE**

A. General. The City has established the program elements for the park. The City is aware that the program elements may change through the preliminary planning process. However, it is the City's intent that the Consultant have the flexibility and creativity to provide as many of the program elements as possible. The City shall cooperate with the Consultant to achieve a final program based on conceptual design that meets the project budget or can be easily constructed in phases.

B. Services. Consultant will provide/perform the following Preliminary Planning Phase Services:

1. Conduct reconnaissance of the site and prepare graphics of findings.



2. Analyze the capabilities and limitations of the site and prepare descriptive graphics in a study of development feasibility.
3. Conduct work sessions with City's staff to review a Program of Development and existing Master Plan for the site which includes the "Elements" referenced above.
4. Prepare conceptual development plan alternatives in sketch form.
5. Present the most viable plan alternatives in a work session with the Staff for review and further development. The Consultant will provide alternatives as requested by the City until a solution has been accepted by the City.
6. Prepare a first draft of the concept plan for staff review and revisions prior to public presentations.
7. Prepare general opinion of probable construction costs and recommendations for construction phasing. Increments of development will correspond to park budget plans.
8. Present the final draft Concept Plan, opinion of probable construction costs and phasing recommendations once to the City.
9. Upon final approval and authorization to proceed, make final revisions to the Concept Plan.

C. Products. The following products will be provided by the Consultant to the City in completion of the Concept Plan.

1. A refined line color drawing of the final approved plan suitable for public display. A reproducible copy on a 24" x 36" sheet will be furnished to the City.
2. A brief report containing the Program of Development, description of the planning process, and other pertinent narrative.
3. A digital file copy of the Plan in a format specified by the City.

D. Meetings:

1. The Landscape Architect will attend a total of four (4) meetings with staff, including kick-off meeting. (Other staff/Landscape Architect meetings may occur before or after board and commission meetings at no additional charge.)
2. The Consultant will present the Concept Plan one meeting to the Parks Board and/or City Council in a workshop regularly scheduled meeting.
3. Two public meetings with adjacent property owners/stakeholders.
4. Additional meetings may be scheduled with additional compensation to the Consultant, as mutually agreed to in writing in advance of any such meeting(s).
5. The City will be responsible for advertising all meetings, if needed.

#### **PART IV - DESIGN DEVELOPMENT PHASE**

A. Services. Consultant will provide/perform the following Design Development Phase Services:

1. Based upon the approved Preliminary Planning Documents and adjustments authorized by the City in the program, schedule, or project design budget, the Consultant shall prepare, for approval by the City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project with regard to site, architectural, civil, structural, mechanical and electrical systems, materials and other elements as may be appropriate. Design Development Phase deliverables shall include, but not be limited to, the following:
  - a) Plan views in appropriate scale
  - b) Sections where appropriate
  - c) Floor plans and elevations where appropriate
  - d) Typical details (architectural and structural)
  - e) Preliminary utility schematics
  - f) Preliminary drainage plans



- g) Informal plan submittals via email throughout process for review/comment by City.
2. Coordinate with appropriate governmental authorities and provide information requested for compliance with applicable codes, ordinances, and laws. If necessary, make revisions necessary to obtain compliance or approval.
3. Consultant shall submit informal plans to City via email throughout the process for review/comment by the City.
4. Submit five (5) sets of the above plans and opinion of probable construction costs to the City for review.
5. Meet with the City to discuss plans and opinion of probable construction costs of construction.
6. Distribute the plans to local utility companies, if necessary, to obtain information regarding impacts to their facilities. Consider how impacts may affect the project cost.
7. The Consultant will prepare for and attend one meeting with the tennis association to review the Design Development Documents.
8. The Consultant will submit the Design Development Documents to the City of Kerrville for preliminary review.
  - a) Concept Plan
  - b) Landscape plan
  - c) Preliminary utility plan
  - d) Preliminary drainage plan
  - e) Architectural floor plan and elevations
  - f) Formal submittal shall be digital files
9. Design Development phase shall be considered 30% completion of Construction Documents.

#### **PART V - CONSTRUCTION DOCUMENTS PHASE**

A. Services. Consultant will provide/perform the following Construction Documents Phase Services:

1. All drawings and details will be produced in AutoCAD. All specifications will be produced in Word.
2. Based upon the approved Design Development Documents and further adjustments in the scope or quality of the Project or in the project design budget authorized by the City, the Consultant shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project. Construction Documents Phase deliverables shall include, but not be limited to these contract documents:
  - a) Plan sheets illustrating plans, elevations, sections and details of construction.
  - b) Technical specifications.
  - c) Provide graphic products in electronic file format (pdf).
3. Design shall meet all applicable City of Kerrville Design and Construction Standards, Procedures and applicable state regulations.
4. Review documents will be submitted to the City at 60% and 90% completion.

#### **PART VI - BIDDING PHASE**

A. Services. Consultant will provide/perform the following Bidding Phase Services.

1. Answer questions from Bidders and prepare addenda as necessary.
2. Review "or-equal" submittals from contractor.
3. Attend pre-bid meeting.
4. Attend bid opening.
5. Assist the City staff in a pre-construction conference.
6. Plan distribution shall be provided by Consultant. Bid documents will be made available to potential bidders electronically. If hard copies are requested, printing costs will be covered by a non-refundable fee charged to the bidders.



## **PART VII - CONTRACT ADMINISTRATION PHASE**

A. Services. Consultant will provide/perform the following Construction Administration Phase Services:

1. Provide site observation visits appropriate to the stage and quality of the Contractor's works in progress. Site observation visits shall be provided for the purpose of ascertaining for the City that the work is in substantial or general conformance with the contract documents and design intent. Generally, site observation visits will be made twice a month.
  - a) Should nonconforming or defective work be observed, the Consultant will endeavor to immediately inform the City's representative that conforming or remedial action is required.
  - b) The number of site observation visits to be provided by a representative of the Consultant at times in the judgment of the City's representative appropriate to the works, or as otherwise requested/directed by the City, shall not exceed an aggregate total of 20 visits over the period of the Contractor's construction contract.
  - c) On-site meetings shall be approximately twice a month:
    - One meeting to review progress and approve payment
    - One meeting to review construction issues
  - d) Site observation visits provided by the Consultant as necessary to correct errors or omissions or to clarify ambiguities in the plans will not accrue against the visits described in Part VII - A.1. above.
2. Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents. Provide the Owner a binder (two copies) of all product submittals and/or cut sheets used on the project.
3. Provide written responses to requests for information (RFI) or clarification.
4. Recommend change orders, if required.
5. Assist the City in conducting the substantial completion and final completion observations.
6. Assist the City with close out procedures.

B. Consultant's Status During Construction. Consultant will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident hereto. Consultant will not be responsible for Contractor's failure to perform or furnish the work in accordance with the construction documents. Consultant will not be responsible for any delays in the execution of the work caused by the Contractor.

## **PART VIII - OTHER RELATED SERVICES**

A. Services. Consultant will provide the following related services/products as a part of basic services:

1. Topographic Surveying. A topographic survey of the existing areas within the project areas will be required for preparation of Design Development and Construction Documents. The survey will identify one foot contours, existing facilities, utilities and trees with 3" or greater caliper, boundary lines, and adjacent public streets (both sides) and utilities. The survey will be provided in State Plain Coordinates NAD 83 format and tied to City of Kerrville datum. The survey area will be approximately 12 acres.
2. Geotechnical Investigation and Report. The Consultant will secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of building foundations, paving, light pole foundations, shade structures, etc.
3. Storm Water Pollution Prevention Plan (SWPPP). Services shall include preparation of the SWPPP document, Notice of Intent, and one initial inspection of the construction site. Continued monitoring



and inspections shall be provided by the City or by others throughout the construction phase of the project.

4. Record Drawings. Changes made during construction will be documented from "Red Line" notes provided by the Contractor, along with RFIs and clarifications made by the Consultant. One hard copy and a digital (PDF) file will be provided to the Owner.

#### **PART IX - EXCLUSIONS**

- A. The intent of this Scope of Services, Exhibit "A" is to include only the services specifically listed herein for this Project. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:
  1. Preparation of Plats or Boundary Survey documents.
  2. Field surveying or production of related maps for purposes of determining off-site utility locations, or construction control and layout.
  3. Design of off-site utility services or drainage facilities to more than a distance of 100 feet from any boundary of the project site.
  4. Environmental impact statements, assessments, or permits.
  5. Traffic engineering reports or studies.
  6. Hydraulics and hydrology, flood studies or floodplain reclamation plans.
  7. Full-time or otherwise frequent and detailed inspection of the Contractor's works in progress.
  8. Designs for trench safety.
  9. Archaeological survey.
  10. Quality control and testing services during construction.

#### **PART X - REIMBURSABLE EXPENSES**

The City will reimburse the consultant for the actual cost of the following:

1. Printing requested for City's purposes
2. Travel expenses outside of the DFW area.
3. Postage/delivery services.
4. Texas Department of Licensing and Regulation (TDLR) review and/or inspection fees.
5. Other permits.

#### **PART XI - ADDITIONAL SERVICES**

The following services are not included in this Agreement but are available to the City upon written authorized approval and mutual agreement:

- A. If the budget is increased by more than ten (10%) or if the scope is increased beyond that listed previously, Professional Services required to include said changes shall be considered Additional Services, and compensation for the Consultant's services shall be adjusted appropriately according to the magnitude of the change. All changes in service shall be agreed to in writing by both the City and the Consultant prior to any additional services being provided.
- B. Assistance by the Consultant to the City in the resolution of construction-contract disputes between the City and its contractor, or contract-related claims against the City, are not a part of the scope of this proposal. However, such services may be provided as Additional Services by separate agreement or amendment, as provided for herein, to this Agreement.



- C. With the exception of services listed in Parts I-VIII, services related to easements, permitting, platting or re-platting required by the City or required by other governmental authorities for the construction of the Project, will be provided by the City, or provided by the Consultant by separate agreement or amendment, as provided for herein, to this Agreement..
- D. Renderings, models or mock-ups requested by the Owner.
- E. Cost estimating consulting services.
- F. Project website.
- G. Easements/R.O.W. documents and field surveying.



## EXHIBIT B

### **FEE SCHEDULE**

**CITY OF KERRVILLE**  
Tennis Center  
July 11, 2017

**A. Basic Professional Planning and Design Services**  
(Based on a budget of \$1,500,000)

1. Preliminary Planning (which includes two public meetings with stakeholders)	\$ 25,000
2. Design Development	\$ 20,000
3. Contract Documents	\$ 64,500
4. Bidding Administration	\$ 6,000
5. Construction Administration	\$ 18,000
6. Total Basic Services	\$ 133,500

**B. Other Related Services**

1. Topographic Survey (approx. 12 acres)	\$ 8,500
2. Geotechnical Investigation (Allowance - 3-4 borings)	\$ 7,500
3. Record Drawings	\$ 2,500
4. Total	\$ 23,000

**C. Total Professional Services** \$ 156,500

**D. Reimbursable Expenses (Allowance - not to exceed)**  
Includes Printing, TDLR Review, Travel and/or Inspection \$ 5,000

**E. Total Fees and Services** \$ 161,500



## EXHIBIT C

### PROPOSED SCHEDULE

#### CITY OF KERRVILLE

Tennis Center

July 11, 2017

Stage of Services	Cal. days to Complete	Projected Completion Date
Authorization from City to Proceed with Project		Tuesday, August 15, 2017
<b>Topographic Survey</b>	45	Friday, September 29, 2017
<b>Preliminary Planning Phase</b> (using aerial site data) Two Public Meetings with Stakeholders City Council Meeting	59	Friday, October 13, 2017 TBD - To Be Determined TBD
<b>Design Development Phase</b> (30% Review) <b>City Review of DD</b>	42 <b>14</b>	Friday, November 24, 2017 Friday, December 8, 2017
<b>Construction Documents Phase</b> 60% Submittal <b>60% Review</b> 90% Submittal <b>90% Review</b> Final Review Submittal for Building Permit Corrections after Permit Review	42 <b>14</b> 40 <b>14</b> 35 14	Friday, January 19, 2018 Friday, February 2, 2018 Wednesday, March 14, 2018 Wednesday, March 28, 2018 Wednesday, May 2, 2018 Wednesday, May 16, 2018
<b>Bidding Phase</b>		
Send digital documents to Plan Rooms Printing <b>Advertisement for Bids</b> <b>Advertisement for Bids</b> <b>Bid Opening</b> <b>City Council Meeting to Approve Bids</b> <b>City Approve and Execute Contract</b>	1 4 <b>2</b> <b>7</b> 28 <b>22</b> <b>30</b>	Thursday, May 17, 2018 Monday, May 21, 2018 Wednesday, May 23, 2018 Wednesday, May 30, 2018 <b>Monday, June 18, 2018</b> Tuesday, July 10, 2018 Thursday, August 9, 2018
<b>Construction Phase</b>		
Begin Construction Complete Construction	30 270	Saturday, September 8, 2018 Wednesday, June 5, 2019



## EXHIBIT D

### **SCOPE OF SERVICES TO BE PROVIDED BY THE CITY**

**CITY OF KERRVILLE**

**Tennis Center**

**July 11, 2017**

The City will provide the following services to the Consultant in the performance of the Project upon request.

- A. Provide any existing data the City has on file concerning the Project, if available.
- B. Provide any available as-built plans for existing facilities, water and sanitary sewer mains, if available.
- C. Assist the Consultant, as necessary, in obtaining any required data and information from local utility companies.
- D. Provide standard details and specifications in digital format.
- E. Assist the Consultant by requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required.
- F. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.
- G. The City will secure the services of an independent laboratory for Construction Phase Testing.
- H. Boundary Survey or existing plat of the property.
- I. The City will be responsible for advertising of all Public Meetings and for providing meeting facilities.

## **Agenda Item:**

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

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

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

**FOR AGENDA OF:** August 22, 2017

**DATE SUBMITTED:** August 14, 2017

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

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

**EXHIBITS:** Bid Results

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

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Expenditure Required: \$84,000	Current Balance in Account: \$64,971.53	Amount Budgeted: \$91,647.83**	Account Number: 90-9000-2000
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\*\* Amount after reimbursement upon completion of construction

**PAYMENT TO BE MADE TO:** State Aire  
2472 Junction Hwy  
Kerrville, TX 78028

**REVIEWED BY THE FINANCE DIRECTOR:**

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In May 2016, a hail storm caused significant damage to various City facilities. One of the places with significant damage was the Kerrville Police Department roof area. The hail storm created enough damage to substantiate the replacement of all rooftop HVAC components on the KPD roof. City staff initially received estimates for the proposed work which exceeded the \$50,000 threshold requiring the sealed bid process. Staff drafted documents for bidding and began advertisement mid-July, with bids being opened August 4<sup>th</sup>. This project is being covered by insurance proceeds. An additional \$35,581.64 will be available as insurance reimbursement upon completion of the HVAC replacement.

Staff evaluated the bids received and recommends awarding the project to State Aire for a total project cost of \$67,232.11. Additionally, staff recommends authorizing the

City Manager to execute additional change orders which will not exceed a total contract value of \$84,000.

**RECOMMENDED ACTION**

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

Project Name : KPD HVAC Replacement Project

**Engineering Number: PW#17-019**

## **Bid Opening: August 4, 2017**

## **Agenda Item:**

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

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

**SUBJECT:** Consider taking action to authorize staff to negotiate a professional services agreement with Kimley Horn for the City of Kerrville New Comprehensive Plan

## **FOR AGENDA OF: August 22, 2017**

**DATE SUBMITTED:** August 18, 2017

**SUBMITTED BY:** Sabine Kuenzel **CLEARANCES:** Mark McDaniel  
Exec. Dir. of Development Services City Manager

**EXHIBITS:** None

**AGENDA MAILED TO:**

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

## **SUMMARY STATEMENT**

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

The next step is to negotiate a professional service agreement with Kimley Horn, the recommended consultant interviewed on August 15<sup>th</sup>. Accordingly, staff is requesting authorization .-to pursue this negotiation and bring back a contract for Council consideration on September 12<sup>th</sup>.

## RECOMMENDED ACTION

Authorize staff to negotiate a professional services agreement with Kimley Horn for the new City of Kerrville Comprehensive Plan.

## **Agenda Item:**

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

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

---

**SUBJECT:** Resolution supporting the closure of a portion of State Highway 27 during certain days and hours for the Kerrville Triathlon Festival for 2017

**FOR AGENDA OF:** August 22, 2017    **DATE SUBMITTED:** August 10, 2017

**SUBMITTED BY:** Ashlea Boyle  
Director of Parks and Recreation

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

**EXHIBITS:** Resolution

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *MP*

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Expenditure Required:	Current Balance in Account: \$ 0	Amount Budgeted: \$ 0	Account Number: N/A
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**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

Attached is a resolution of support for the *Kerrville Triathlon Festival* for 2017. This resolution is necessary to renew the five year agreement between High Five Events and TxDOT for closing portions of State Highway 27 during the event.

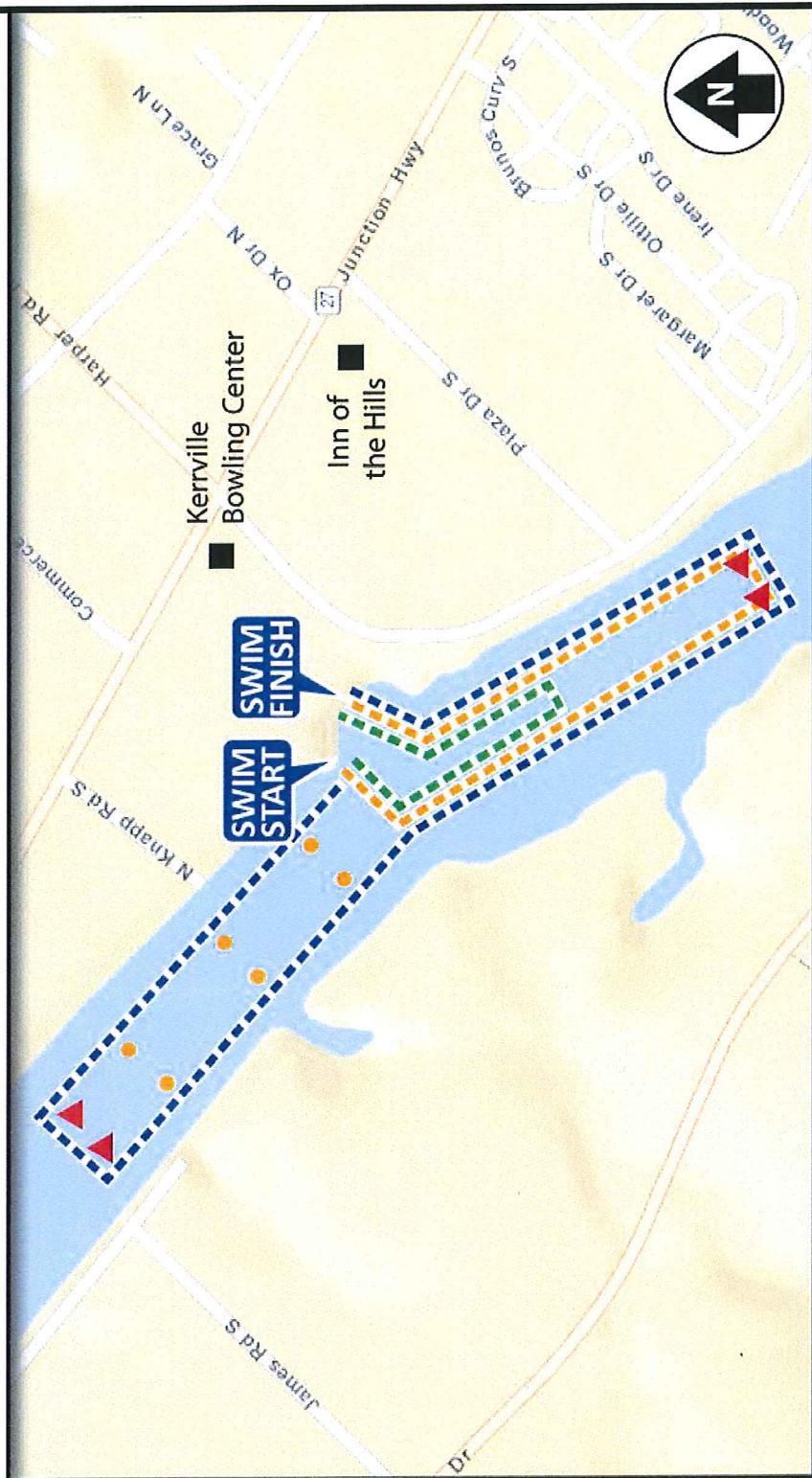
**RECOMMENDED ACTION**

Staff recommends adopting this resolution as presented.



# SWIM COURSE

- Half 1.2 miles
- Quarter 1000 m
- Sprint 500 m



# KERRVILLE BIKE COURSE



## Half & Quarter

- Right turn onto Guadalupe St.
- Right turn onto Water St.
- Right turn onto Hwy 27
- Right turn onto FM 1350
- Right turn onto Hwy 480
- Left turn onto Skyline Dr.
- Right turn onto Center Point River Rd.
- Right turn onto Sutherland Ln.
- U-turn on Sutherland Ln.
- Right turn onto Center Point River Rd.
- Right turn onto Wharton Rd.
- Right turn onto Hwy 173
- Right turn onto Hwy 16
- Right turn onto La Casa Dr.
- Left turn onto Park Ln.

(Start 2<sup>nd</sup> Loop)  
or  
Straight to Finish in Louise Hays Park

Sprint Distance = 2 loops (15 miles)

Aid Stations  
Half @ miles 17, 29, 43  
Quarter @ mile 17  
Sprint = None

- Straight to Finish in Louise Hays Park
- Quarter Distance = 1 loop (29 miles)
- Half Distance = 2 loops (56 miles)

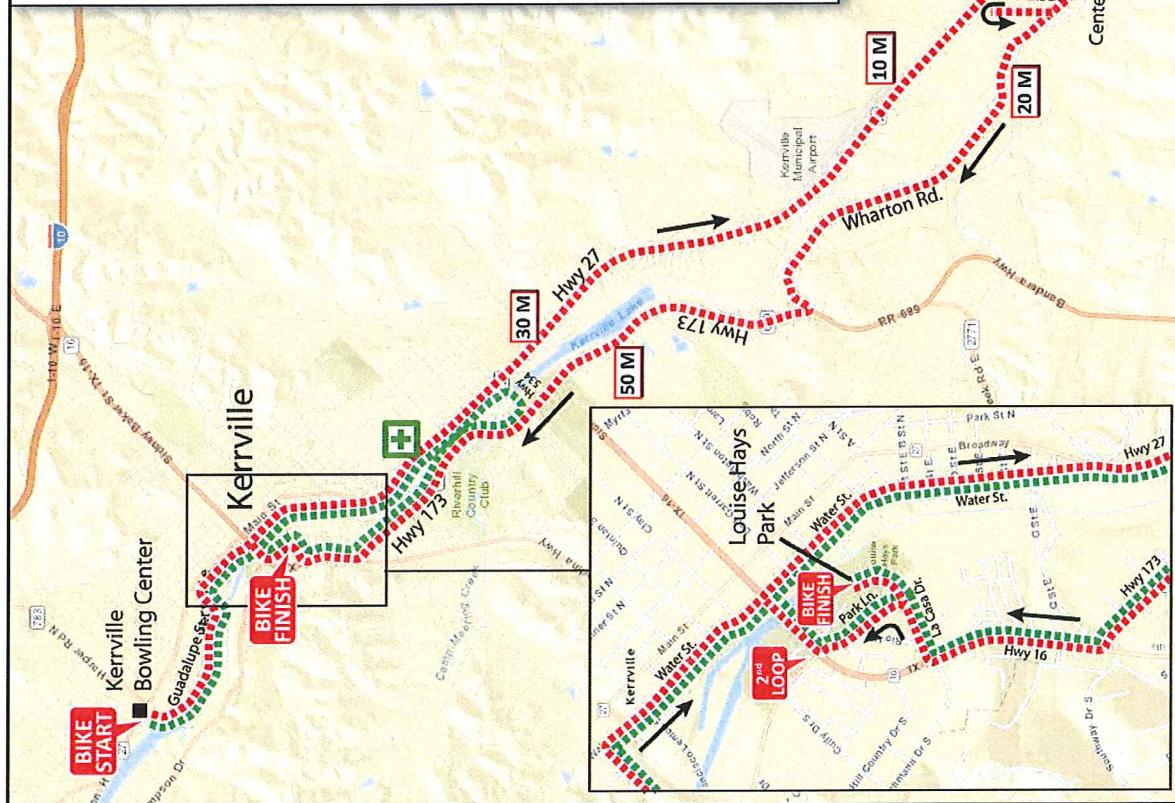
## Sprint

- Right turn onto Guadalupe St.
- Right turn onto Water St.
- Right turn onto Hwy 27
- Right turn onto Riverside Dr.
- Right turn onto Hwy 534
- Right turn onto Hwy 173
- Right turn onto Hwy 16
- Right turn onto La Casa Dr.
- Left turn onto Park Ln.

(Start 2<sup>nd</sup> Loop)

or  
Straight to Finish in Louise Hays Park

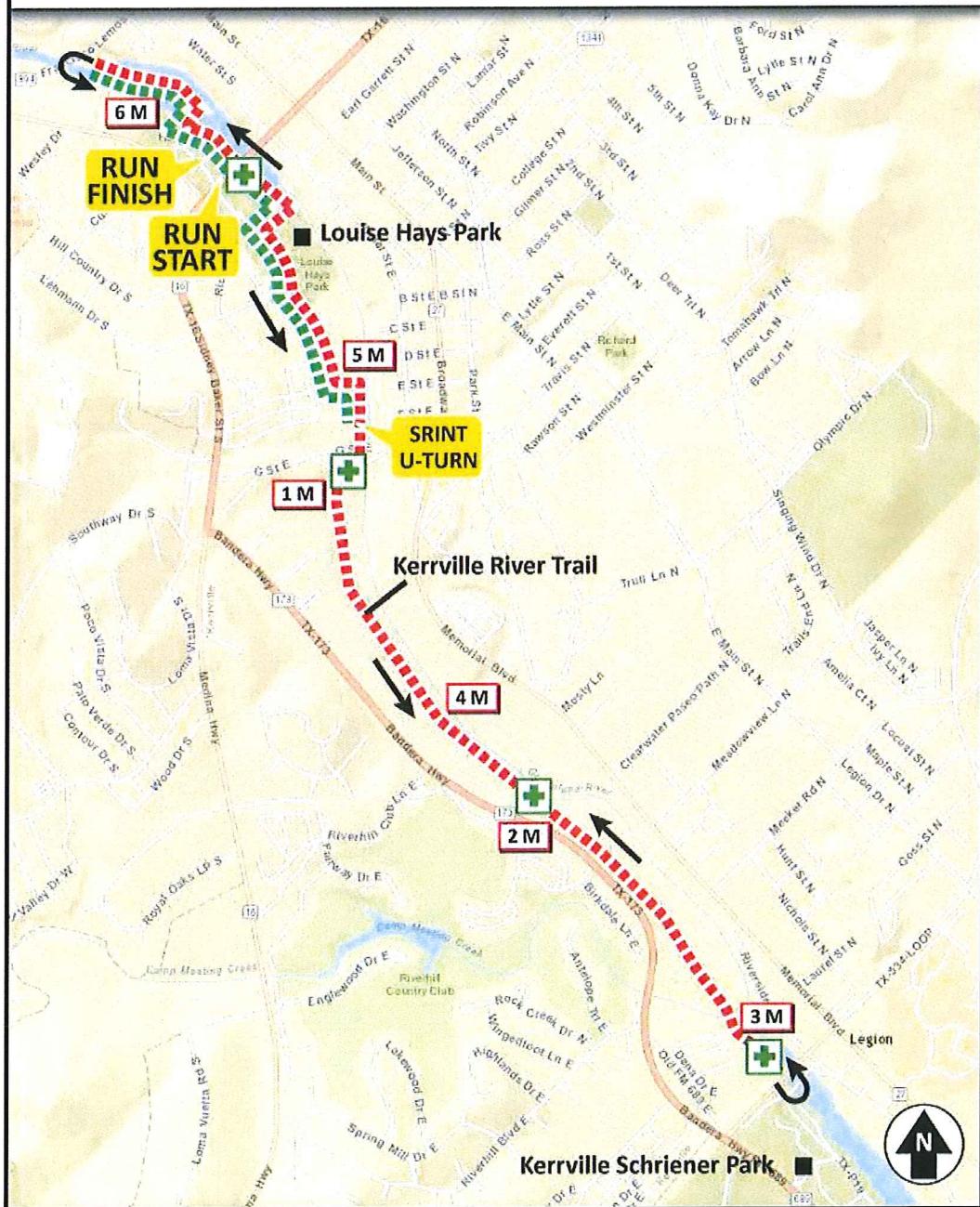
Sprint Distance = 2 loops (15 miles)



**KERRVILLE**  
**Triathlon Festival**  


# RUN COURSE

- **Half**  
13.1 miles (2 Loops)
- **Quarter**  
6.55 miles (1 Loop)
- **Sprint**  
3.1 miles



## Kerrville Triathlon Street Closure Information

Sprint Distance - Sat., Sept. 23, 2017

Street	Time	Closures
Guadalupe St	6 AM to 9 AM	All Eastbound lanes closed
Water St. (Lowery to SH 16)	6 AM to 9 AM	All Eastbound lanes closed
Water St. (SH 16 to SH 27)	6 AM to 10 AM	All lanes closed
SH 27 (SH 16 to 534)	6 AM to 10 AM	1 Eastbound lane closed
Riverside Dr.	6 AM to 10 AM	All Eastbound lanes closed
SH 173 (534 to SH 16)	6 AM to 10 AM	1 Westbound lane closed
SH 16 (SH 173 to Water St.)	6 AM to 10 AM	1 Northbound lane closed
G St. (Water St to old G. St near Bank of the Hills)	6 AM to 10 AM	Local traffic only
La Casa	6 AM to 11 AM	No Parking on East side. One-way SB traffic only.
Park Ln.	6 AM to 11 AM	No Parking on North side. One-way EB traffic only.

Half & Quarter Distance - Sun., Sept. 24, 2017

Street	Time	Closures
Guadalupe St	6 AM to 9:30 AM	All Eastbound lanes closed
Water St. (Lowery to SH 16)	6 AM to 9:30 AM	All Eastbound lanes closed
Water St. (SH 16 to SH 27)	6 AM to 12 PM	All lanes closed
SH 27 (SH 16 to 534)	6 AM to 12 PM	1 Eastbound lane closed
SH 27 (534 to FM 1350)	6 AM to 1 PM	No lanes closed, but expect delays
FM 1350 (SH 27 to 480)	6 AM to 1 PM	No lanes closed, but expect delays
FM 480 in Centerpoint	6 AM to 1 PM	No lanes closed, but expect delays
Centerpoint River Road (Centerpoint to Wharton Road)	6 AM to 1 PM	No lanes closed, but expect delays
Southerland Ln (SH 27 to Centerpoint River Road)	6 AM to 1 PM	All Eastbound lanes closed
Wharton Road (River Road to SH 173)	6 AM to 1 PM	No lanes closed, but expect delays
SH 173 (534 to SH 16)	6 AM to 2 PM	1 westbound lane closed
SH 16 (SH 173 to Water St.)	6 AM to 2 PM	1 northbound lane closed
G St. (Water St to old G. St near Bank of the Hills)	6 AM to 2 PM	Local traffic only
La Casa	6 AM to 2 PM	No Parking on East side. One-way SB traffic only.
Park Ln.	6 AM to 2 PM	No Parking on North side. One-way EB traffic only.

**CITY OF KERRVILLE, TEXAS**  
**RESOLUTION NO. 34-2017**

**A RESOLUTION SUPPORTING THE CLOSURE OF A PORTION OF STATE HIGHWAY 27 DURING CERTAIN DAYS AND HOURS FOR THE KERRVILLE TRIATHLON FESTIVAL 2017**

**WHEREAS**, High Five Events seeks to close a portion of State Highway 27 on Saturday, September 23, 2017, from 6:30 a.m. to 11:00 a.m., and Sunday, September 24, 2017 from 6:30 a.m. to 2:00 p.m. for the Kerrville Triathlon Festival; and

**WHEREAS**, State Highway 27 is a state owned and controlled highway and as such, the Texas Department of Transportation (TxDOT) requires High Five Events to enter into an agreement to authorize this closure; and

**WHEREAS**, as a result of an agreement between TxDOT and High Five Events, High Five Events and the City of Kerrville, Texas ("City") have agreed to accrue all costs associated with the closure, to include having the City's Police Department provide traffic control;

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

The City Council hereby expresses its support for the temporary closure of a portion of State Highway 27 during certain days and hours for the Kerrville Triathlon Festival 2017.

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

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Bonnie White, Mayor

ATTEST:

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Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

## **Agenda Item:**

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

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

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**SUBJECT:** Public Hearing on Proposed FY18 Budget

FOR AGENDA OF: August 22, 2017 DATE SUBMITTED: August 10, 2017

**SUBMITTED BY:** Sandra Yarbrough *dy* **CLEARANCES:** Mark McDaniel  
Director of Finance City Manager

**EXHIBITS:** Notice of Public Hearing on Proposed Budget

**AGENDA MAILED TO:**

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

<b>Expenditure Required:</b> \$ 0	<b>Current Balance in Account:</b> \$ 0	<b>Amount Budgeted:</b> \$ 0	<b>Account Number:</b> N/A
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**PAYMENT TO BE MADE TO:**

## **REVIEWED BY THE FINANCE DIRECTOR:**

## **SUMMARY STATEMENT**

The Proposed FY2018 Budget is a priority based budget to secure a long-term water supply, program achievable infrastructure, develop and execute a facility plan that stays on course, foster a strong hub city economy with a vibrant downtown, growth in good jobs, a diverse economy and affordable housing, and encourage an involved citizenry through engagement in the development of a new comprehensive plan, representative government and a culture of strong outreach as established from the May 22, 2017 retreat.

Budget workshops with City Council, staff, and public attendance were held on June 21, July 19, and July 25 to review preliminary proposed budget draft documents and give direction to staff. The Proposed FY2018 Budget includes expenditures of \$66,306,531 and revenues of \$57,232,947. The proposed ad valorem tax rate is \$0.5625/\$100 which has remained the same since tax rate since tax year 2009/FY2010. The proposed tax rate will raise more tax revenue to help fund increased street maintenance by 20%, police department and engineering department additional staffing, with an estimated 26.7% reserve fund balance at the close of FY2018. Water and Sewer Fund will have an additional Water Operator position due to 24 hour water system monitoring and maintenance and a contribution to the comprehensive plan without a water or sewer rate increase in FY2018.

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

A public hearing of the Proposed FY2018 Budget will be held Tuesday, August 22, 2017, at 6:00 p.m., City Hall Council Chambers, 701 Main Street, Kerrville, Texas. First reading of ordinance to adopt FY2018 Budget will be held Tuesday, September 12, 2017 and second reading of ordinance to adopt budget will held Tuesday, September 26, 2017. The FY2018 Approved Budget will be effective October 1, 2017.

Notice of Public Hearing on Proposed Budget was published on the City of Kerrville website on August 9, 2017, <http://www.kerrvilletx.gov>, printed in Kerrville Daily Times, August 12, 2017, printed in Hill Country Community Journal, Wednesday, August 16, 2017.

**RECOMMENDED ACTION**

Staff recommends that City Council hold a public hearing on FY2018 Proposed Budget.

**CITY OF KERRVILLE**  
**NOTICE OF PUBLIC HEARING ON PROPOSED BUDGET**

The Kerrville City Council will hold a public hearing on the FY2018 Proposed Budget on Tuesday, August 22, 2017 at 701 Main Street, Kerrville, TX at 6:00 p.m. in the City Council chambers.

**This budget's proposed ad valorem tax rate is \$0.5625, which is a 2.013% increase that exceeds the effective tax rate of \$0.55140. This is the same tax rate as last year.**

Copies of the FY18 Proposed Budget are available at City Hall (City Secretary's Office) located at 701 Main Street, the Butt Holdsworth Memorial Library at 505 Water St., and on the City's website, <http://www.kerrvilletx.gov> .

Pursuant to Section 8.04(a) of the City Charter, the City Council is publishing the following table as a general summary of the Proposed FY2018 City of Kerrville Budget. This illustration shows revenues and expenditures for each of the City's two main operating funds, while the balance of the funds are combined into a single presentation labeled, "Other Funds".

	Annual Budget FY17	Proposed Budget FY18	Increase or (Decrease)
<b>General Fund</b>			
Revenues	\$ 27,711,264	\$ 26,837,995	\$ (873,269)
Expenditures	\$ 28,461,264	\$ 26,837,995	\$ (1,623,269)
Revenues over (Under) Expenditures	\$ (750,000)	\$ -	
<b>Water and Sewer Fund</b>			
Revenues	\$ 12,092,347	\$ 12,265,455	\$ 173,108
Expenditures	\$ 12,092,347	\$ 12,265,455	\$ 173,108
Revenues Over (Under) Expenditures	\$ -	\$ -	
<b>Other Funds</b>			
Revenues	\$ 29,699,478	\$ 18,129,497	\$ (11,569,981)
Expenditures	\$ 27,870,591	\$ 27,203,081	\$ (667,510)
Revenues Over (Under) Expenditures	\$ 1,828,887	\$ (9,073,584)	
<b>Total Funds</b>			
Revenues	\$ 69,503,089	\$ 57,232,947	\$ (12,270,142)
Expenditures	\$ 68,424,202	\$ 66,306,531	\$ (2,117,671)
	\$ 1,078,887	\$ (9,073,584)	

The FY18 Proposed Budget is a balanced budget where current revenues meet or exceed expenditures for all major funds.

## **Agenda Item:**

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

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

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

**FOR AGENDA OF:** August 22, 2017 *DR* **DATE SUBMITTED:** August 10, 2017

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

**CLEARANCES:** Mark McDaniel  
City Manager

**EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *DR*

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Expenditure Required:	Current Balance in Account: \$ 0	Amount Budgeted: \$ 0	Account Number: N/A
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**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OR FINANCE:**

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**SUMMARY STATEMENT**

At the August 8, 2017 City Council meeting, city council voted by resolution to hold two public hearings to establish the proposed ad valorem tax rate ceiling for FY2018 at \$0.5625/\$100 value. This proposed ad valorem tax rate exceeds the effective rate as calculated by the Tax Assessor-Collector of \$0.5514/\$100 by 2.013%. The City is required to hold two public hearings since the proposed tax rate exceeds the effective tax rate as calculated. The first public hearing will be Tuesday, August 22, 2017 at 6:00 p.m., City Hall Council Chambers, 701 Main Street, Kerrville, Texas and second public hearing will be Tuesday, September 12, 2017 at 6:00 p.m., City Hall Council Chambers, 701 Main Street, Kerrville, Texas.

The average residential homestead taxable value of \$193,902 would see a tax increase of approximately \$21.52 at the proposed tax rate of \$.05625/100 compared to the effective tax rate of \$0.5514/100. The proposed additional tax revenue will help fund increased street maintenance by 20%, additional police department and engineering department staffing, merit and other wages adjustments. An estimated reserve fund balance of 26.7% is projected at the close of FY2018 which exceeds the 25% minimum as adopted in the financial management policy.

This is the first public hearing on the proposed ad valorem tax rate of \$0.5625/\$100 for tax year 2017/fiscal year 2018. This proposed ad valorem tax rate has remained the

same tax rate since tax year 2009/fiscal year 2010. Record vote is required.

**RECOMMENDED ACTION**

Hold first public hearing on the proposed ad valorem tax rate as required. Public hearing closing must have verbal statement of date, time, and place of adoption of proposed ad valorem tax rate.

Verbal statement: **“Adoption of proposed ad valorem tax rate will be held Tuesday, September 26, 2017, 6:00 p.m., City Hall Council Chambers, 701 Main Street, Kerrville, Texas”**

Record vote required. City Council will be polled by City Secretary.

# NOTICE OF 2017 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF KERRVILLE

A tax rate of \$0.562500 per \$100 valuation has been proposed by the governing body of CITY OF KERRVILLE. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of CITY OF KERRVILLE proposes to use revenue attributable to the tax rate increase for the purpose of Additional Engineering, Police and Parks personnel; Replacement of Fire Truck and Ambulance; Increased Street Maintenance.

PROPOSED TAX RATE	\$0.562500 per \$100
PRECEDING YEAR'S TAX RATE	\$0.562500 per \$100
EFFECTIVE TAX RATE	\$0.551400 per \$100
ROLLBACK TAX RATE	\$0.591200 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF KERRVILLE from the same properties in both the 2016 tax year and the 2017 tax year.

The rollback tax rate is the highest tax rate that CITY OF KERRVILLE may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Diane Bolin  
Kerr County Tax Assessor-Collector  
700 Main St. Ste 124, Kerrville TX 78028  
830-792-2243  
diane@co.kerr.tx.us  
www.kerrvilletx.gov

You are urged to attend and express your views at the following public hearings on proposed tax rate:  
First Hearing: 08/22/2017 6:00 PM at City of Kerrville City Hall, Council Chambers, 701 Main St. Kerrville, TX 78028

Second Hearing: 09/12/2017 6:00 PM at City of Kerrville City Hall, Council Chambers, 701 Main St. Kerrville, TX 78028

## **Agenda Item:**

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

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

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**SUBJECT:** Second reading of Ordinance No. 2017-16, an Ordinance annexing an approximately 11/341 acre tract of land in the William Watt Survey No. 65, Abstract No. 364 adjacent to the corporate limits of the City of Kerrville, describing the area to be annexed, adopting a service plan for the territory annexed, and establishing the zoning for the annexed area.

**FOR AGENDA OF:** August 22, 2017 **DATE SUBMITTED:** August 18, 2017

**SUBMITTED BY:** Sabine Kuenzel **CLEARANCES:** Mark McDaniel, City Manager  
Ex. Dir. Of Dev. Ser.

**EXHIBITS:** Location map; Ordinance No. 2017-16

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

This is the second of two readings of Ordinance No. 2017-16, annexing Section 13 of Comanche Trace and establishing single family zoning. The 11.341 acre tract is part of the 1131.78 acre tract known as Comanche Trace. The applicant's submittal of the preliminary plat of Comanche Trace Phase 13 triggered a request for voluntary annexation, per the development agreement between the City and the developer.

In keeping with the residential nature of the development, staff recommended a zoning classification of Planned Development District – Residential (PDD-Residential), to allow the development of 28 single family lots. This phase of Comanche Trace includes six (6) lots and part of Club House Drive (2.06 acres) previously annexed and zoned. If approved, the requested annexation will allow the connection of Comanche Trace Drive to be completed.

The Planning and Zoning Commission conducted a public hearing on this item at the June 1, 2017 regular meeting and recommended that the Council annex the subject tract and recommended a zoning designation of Planned Development District – Residential. The City Council held its first required public hearing on July 11, 2017 and its second public hearing on July 25, 2017. No public comment was given at either hearing. Per Texas statutory requirements, no Council action has been scheduled prior to the agenda of August 08, 2017.

### **RECOMMENDED ACTION**

Staff and the Planning and Zoning Commission recommend approval of Ordinance 2017-16 on second and final reading.

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2017-16**

**AN ORDINANCE ANNEXING AN APPROXIMATE 11.341 ACRE TRACT  
OUT OF THE WILLIAM WATT SURVEY NO. 65, ABSTRACT NO. 364;  
SAID TERRITORY BEING ADJACENT TO THE CORPORATE LIMITS  
OF THE CITY OF KERRVILLE, TEXAS, AND GENERALLY LOCATED  
ADJACENT TO PROPERTY WITHIN THE COMANCHE TRACE  
RESIDENTIAL SUBDIVISION, WHICH IS LOCATED ALONG STATE  
HIGHWAY 173; DESCRIBING THE TERRITORY TO BE ANNEXED;  
ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; AND  
ESTABLISHING THE ZONING FOR THE AREA ANNEXED**

**WHEREAS**, pursuant to the provisions of that certain agreement dated January 26, 1999, and titled *Development Agreement by and between Comanche Trace Ranch and Golf Club, LLLP, a Colorado Limited Liability Limited Partnership and the City of Kerrville, Texas, for Comanche Trace Ranch and Golf Club*, and Tex. Loc. Govt. Code §43.052(h)(2), the owner of the property described in Section One, below, has petitioned that said property be annexed into the corporate limits of the City of Kerrville, Texas; and

**WHEREAS**, having provided all required public notices, held all required public hearings at which people with an interest in the matter were provided an opportunity to be heard, and heard all of the arguments related to the petitions submitted, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to approve an ordinance annexing the subject property, adopt a service plan as required by state law, and establish zoning regulations for the area;

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

**SECTION ONE.** The property described in **Exhibit A** (the “Property”), which is attached hereto and incorporated herein by reference, is hereby annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

**SECTION TWO.** The service plan regarding the provision of public services set forth in **Exhibit B**, attached hereto and incorporated herein by reference, is hereby adopted for the Property described in Section One, above, as required by Section 43.056 of the Texas Local Government Code.

**SECTION THREE.** Upon adoption of this Ordinance, the Property described in Section One, above, shall be subject to the use and development regulations of an “R-1” Single Family Residential District.

**PASSED AND APPROVED ON FIRST READING**, this the 8<sup>th</sup> day of August, A.D., 2017.

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

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Bonnie White, Mayor

ATTEST:

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Brenda G. Craig, City Secretary

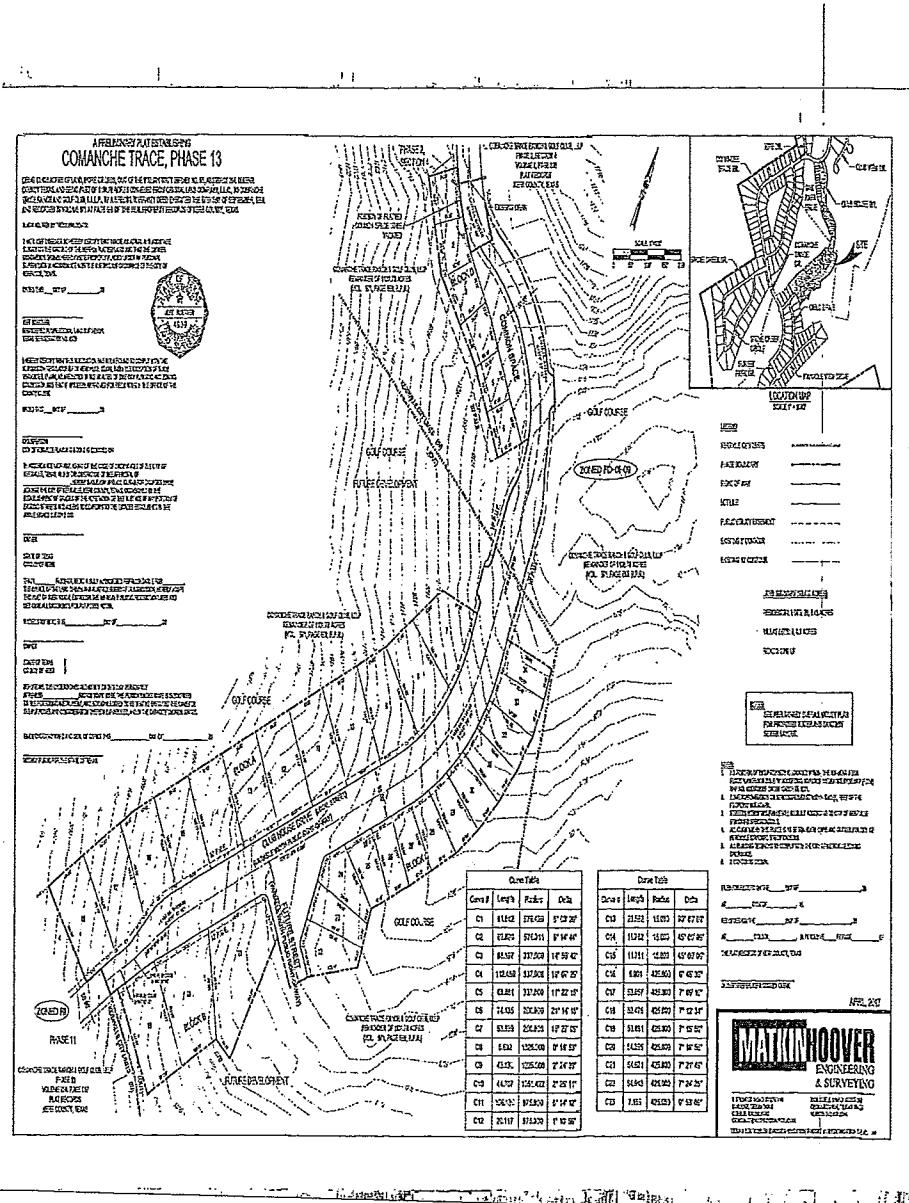
APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney

**EXHIBIT A**  
**LOCATION MAP**  
**COMANCHE TRACE RANCH AND GOLF CLUB (PHASE 13)**



## EXHIBIT B

### ANNEXATION SERVICE PLAN COMANCHE TRACE RANCH AND GOLF CLUB (PHASE 13)

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

## ANNEXATION SERVICE PLAN (CONTINUED)

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Public Services - Street Department	Public streets not maintained by the Texas Department of Transportation within the area shall be maintained by the City.	Immediately following annexation
Sanitation (Refuse Collection)	Refuse collection shall be available to residents of the annexed area at the same costs and procedures as required of City residents and businesses.	Immediately following annexation
Traffic Engineering	Where required, traffic control devices and street markers shall be installed where deemed necessary by the City's Public Works department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Utilities (Water Distribution and Wastewater Collection)	Extension of utilities shall be in accordance with the City's Subdivision Ordinance and that certain <i>Development Agreement</i> between Comanche Trace Ranch and Golf Club, LLLP and the City of Kerrville, Texas dated January 26, 1999.	Subject to the provisions of the development agreement, as the property develops.

## **Agenda Item:**

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

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

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**SUBJECT:** Authorize a license agreement with the Cailloux Foundation for construction of a signaled intersection on Holdsworth Drive, fencing, and signage

**FOR AGENDA OF:** August 22, 2017 **DATE SUBMITTED:** August 10, 2017

**SUBMITTED BY:** E.A. Hoppe  
Deputy City Manager

**CLEARANCES:** Mark McDaniel  
City Manager

**EXHIBITS:** License Agreement, site plan exhibit

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *MP*

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

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**SUMMARY STATEMENT**

The City of Kerrville took ownership of the Kerrville Sports Complex property in 2016 prior to the initiation of the City's construction contracts for the project. This land donation included 104 acres on Holdsworth Dr. Prior to this property transfer, the Cailloux Foundation and the City discussed several capital improvement projects to be completed by the Cailloux Foundation after the land transfer, but before opening of the facility to the public. The improvements include purchase and installation of 1) traffic signalization/crosswalks for the sports complex intersection on Holdsworth Dr., 2) fencing along the soccer fields fronting Holdsworth, and 3) entrance monument signage for the complex.

A license agreement is needed with the Cailloux Foundation to allow them to construct these additional donated improvements for the project on the City property. All funding and installation for these improvements will be provided by the Cailloux Foundation, with plan review, details, and construction process approval provided by City staff in advance of construction. This funding is separate and in addition to the Cailloux Foundation funding as part of the general funding agreement for the overall construction of the Kerrville Sports Complex, which is nearing completion.

**RECOMMENDED ACTION**

Authorize the City Manager to execute a license agreement with the Cailloux Foundation for construction of a signaled intersection on Holdsworth Drive, fencing, and signage.

**LICENSE AGREEMENT**  
**(Kerrville Sports Complex)**

This License Agreement (the “Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), by the **CITY OF KERRVILLE, TEXAS** (“City”), a Texas home-rule municipal corporation, and the **FLOYD A. AND KATHLEEN C. CAILLOUX FOUNDATION DBA THE CAILLOUX FOUNDATION**, a Texas non-profit corporation (“Foundation”), each party acting by and through their duly authorized officers and officials.

***RECITALS***

**WHEREAS**, in 2016, the Foundation donated and the City accepted ownership of property now known as the Kerrville Sports Complex (“Sports Complex”), located in the 300 block of Holdsworth Drive; and

**WHEREAS**, the Foundation seeks to continue to contribute toward the use and operation of the Sports Complex by purchasing and/or installing 1) traffic signalization and crosswalks for the intersection adjacent to the Sports Complex; 2) fencing along the side of the Sports Complex containing the soccer fields which fronts Holdsworth Drive; and, 3) a monument sign at the entrance to the Sports Complex, all of which is collectively referred to herein as the “Project”; and

**WHEREAS**, the City intends to accept the Project as a gift from the Foundation, subject to the terms of this Agreement, which will authorize the installation and work conducted by the Foundation or its agents at various locations at the Sports Complex, said locations collectively referred to herein as “Licensed Premises”;

**NOW THEREFORE**, the City and Foundation agree as follows:

**ARTICLE I**  
**License**

**Section 1.01. License.** In consideration of the mutual covenants of this Agreement, and other good and valuable consideration, City grants, upon the terms and conditions set forth in this Agreement, a license to Foundation to install and/or construct the Project at various locations at the Sports Complex, said locations designated on **Exhibit A**. The described property is referred to as the “Licensed Premises” or “Premises.” This Agreement does not grant Foundation the authority to use any area outside of the Licensed Premises.

**Section 1.02. License Agreement.** The intent of this Agreement is to grant a license to the Foundation to utilize the Premises solely for the Project. This Agreement shall not be construed, in any way, manner or form, as a lease of the Premises or as conveying to the Foundation any interest in the real property comprising the Premises. The Foundation acknowledges that this Agreement is in the nature of a privilege to use the Premises, and, therefore, is revocable by the City at any time; the City does not purport to convey any real property interest over, under, or upon the Premises. The City, in asserting its superior real property interests, reserves the right to continue to use, and for others to continue to use, the Premises, particularly that part of the Premises currently used as a dedicated public right-of-way. During installation and construction

of the Project, the City will take reasonable steps to control and/or limit the public's access to and use of the Licensed Premises in an effort to maintain safety.

**Section 1.03. *Term.*** This Agreement is effective as of August 23, 2017, and remains in effect through August 22, 2018. The Agreement will terminate automatically upon the completion of the Project and acceptance by City.

## ARTICLE II FOUNDATION'S OBLIGATIONS

**Section 2.01. *Completion of Project.*** Foundation shall, at its cost, be solely responsible for the installation and completion of the Project, subject to the terms of this Agreement. In this regard, Foundation shall enter into all contracts necessary to fully complete the Project. Foundation shall have the Project designed, permitted, installed, and constructed in accordance with all applicable laws. Prior to the beginning of any work within the Licensed Premises, Foundation shall submit plans and specifications to City for its approval and obtain all permits and approval required by applicable law for the installation and construction of the Project. City shall waive all application fees related to the Project. Foundation may not commence any work within the Licensed Premises until it receives written approval from City and the parties agree as to the schedule and traffic control necessary for the Project. All Foundation contracts relating to the Project shall contain language that the City is not liable for any obligations and liability thereunder. Foundation warrants and represents that its agents are or will be specially trained, experienced and competent to perform all of the obligations and duties specified herein, and that such obligations and duties shall be performed in a manner according to generally accepted industry practices. Time is of the essence to this Agreement.

**Section 2.02. *Costs.*** Foundation, at its sole cost and expense, shall acquire and pay for all labor, materials, equipment, tools, construction equipment, and machinery and other services necessary for the proper completion of the Project in a first-class good and workmanlike manner, using the highest degree of skill and attention.

**Section 2.03. *Payment of Costs.*** Foundation shall promptly pay all valid bills and charges for material or labor relating to the Project, and shall keep the Premises free from claims of liens for labor or material. Foundation shall pay its debts as they mature and shall remain financially solvent and financially able to complete the Project as required by this Agreement. Foundation covenants that it shall not bind, nor shall Foundation's agents bind, or attempt to bind, City for payment of any money in connection with any of Foundation's work in, on or about the Premises, whether authorized or unauthorized hereunder.

**Section 2.04. *Exclusive Control.*** All work is and will be the Foundation's private undertaking.

**Section 2.05. *Premises Review and Acknowledgement.*** Foundation warrants and represents to City that it has examined all aspects of the Premises and familiarized itself with the conditions under which the work is to be performed. Foundation acknowledges that the Premises may have public utilities, which may include underground gas facilities and overhead and

underground electrical wires, along with underground irrigation. Foundation shall take all necessary and proper precautions to prevent injury to persons and damage to such utilities and irrigation system and shall properly locate and account for the utilities prior to commencing work on the Premises.

**Section 2.06. *Maintenance and Control of Premises.*** Foundation shall on a daily basis maintain the Premises in a safe and clean condition, and shall regularly remove trash, debris, and surplus materials occasioned by the work. Foundation shall enforce strict discipline and good order among Foundation's agents while on the Premises, and shall not employ the services of any unfit person or anyone not skilled in the task assigned to him.

**Section 2.07. *Responsibility for Damage.*** City assumes no liability and no expense by reason of its grant of this license or its exercise by Foundation. Foundation is solely responsible for any injury or damage sustained by any persons or property resulting from any act or default of Foundation or Foundation's agents.

**Section 2.08. *Other Agreements.*** Where Foundation or its contractor enters into any agreement, whether written or otherwise, with respect to the performance of the Project, Foundation and the contractor shall incorporate this Agreement into their contractual agreement and shall provide a copy of this Agreement to any such third parties and the third parties shall acknowledge receiving this Agreement in writing.

**Section 2.09. *Contractors and Subcontractors.*** FOUNDATION SHALL REQUIRE FOUNDATION'S AGENTS TO FULLY INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS OR ACTIONS ASSERTED BY ANY PERSON, FIRM, OR CORPORATION ON ACCOUNT OF LABOR, MATERIAL, OR SERVICES FURNISHED TO FOUNDATION OR TO FOUNDATION'S AGENTS DURING FOUNDATION'S PERFORMANCE OF THE PROJECT AND AGAINST ANY CLAIM FOR INJURY OR DEATH TO PERSONS OR DAMAGE TO ANY PROPERTY CAUSED BY FOUNDATION'S CONTRACTOR OR ITS SUBCONTRACTORS, EMPLOYEES, OR AGENTS WHICH OCCUR DURING FOUNDATION'S PERFORMANCE OF THE PROJECT.

### **ARTICLE III** **Indemnity and Release**

**Section 3.01. *Indemnity and Release.*** FOUNDATION SHALL INDEMNIFY, RELEASE, AND HOLD HARMLESS THE CITY ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE PROJECT, AND LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACT OR OMISSION OF FOUNDATION OR FOUNDATION'S AGENTS WHILE UNDER THE CONTROL AND SUPERVISION OF FOUNDATION. FOUNDATION FURTHER

COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST CITY AND/OR CITY'S OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS ON ACCOUNT OF ANY SUCH CLAIM, AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, ACCRUING TO, OR IMPOSED ON THE FOUNDATION, OR CITY'S RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS. IN ADDITION, FOUNDATION SHALL PAY TO CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING FOUNDATION'S INDEMNITY IN THIS SECTION. THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OF THIS AGREEMENT.

#### ARTICLE IV Insurance

**Section 4.01. *Insurance.*** Without limiting City's rights to indemnification, all contracts entered into between Foundation and its contractor(s) for the purpose of performing the Project, shall require the contractor(s) or subcontractors to obtain and maintain continuously in effect at all times during the performance of the contract, at the contractor's or subcontractors' sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to City:

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation covering all employees as required by Tx. Labor Code §406.096	Statutory, with waiver of subrogation in favor of Foundation.
2. Employers' Liability.	\$500,000 per category, with a waiver of subrogation in favor of Foundation.
3. Commercial General (Public) Liability - to include coverage for the following where the exposure exists.  (a) Premises/Operations (b) Independent Contractors (c) Products/Completed (d) Personal Injury Liability (e) Contractual Liability	For Bodily Injury and Property Damage: \$1,000,000 per Occurrence \$2,000,000 general aggregate or its equivalent in Umbrella or Excess Liability coverage.

- (f) Explosion, Collapse and Underground Property
- (g) Broad Form Property Damage

**Section 4.02. *Conditions of Insurance.*** Foundation further agrees that, with respect to the above-required insurance, each insurance policy required by this Agreement shall contain the following clauses:

“It is agreed that any insurance or self-insurance provided by Foundation shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to:

City of Kerrville  
ATTN.: City Manager  
City Hall, 701 Main Street  
Kerrville, TX 78028  
Fax: (830) 792-8350  
EMAIL: [mark.mcdaniel@kerrvilletx.gov](mailto:mark.mcdaniel@kerrvilletx.gov)

**Section 4.03. *City as Additional Insured.*** Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, Employer's Liability and Professional Liability, shall contain the following clause:

“The City, its officials, officers, employees, and agents are added as additional insureds with respect to the operations and activities, or on behalf of, the named insured performed under a License Agreement with the Foundation.”

**Section 4.04. *Endorsements.*** Prior to the commencement of any work on the Premises, Foundation shall provide City with endorsements to the above-required policies. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Said notices shall be provided to the addresses specified in Section 6.03, below.

**Section 4.05. *Remaining Liability.*** Nothing herein contained shall be construed as limiting in any way the extent to which Foundation may be held responsible for the payment of damages to persons or property resulting from Foundation's activities or the activities of Foundation's agents.

**Section 4.06. *Foundation's Agents.*** Any and all agents, officers, directors, representatives, employees, consultants, subconsultants, contractors, subcontractors, sublicensees, assignees, invitees, volunteers, or service providers of Foundation or any other party providing services on behalf of Foundation while engaged in the performance of any work required by Foundation related to the Premises shall be considered agents, officers, directors, representatives, employees, consultants, subconsultants, contractors, subcontractors, sublicensees, assignees, invitees, volunteers or service providers of Foundation only, and not of City unless otherwise required by law. Any and all claims that may result from any obligation for which Foundation may be held liable under any Workers' Compensation, Unemployment Compensation or Disability

Benefits law or under any similar law on behalf of said agents, officers, directors, representatives, employees, consultants, subconsultants, contractors, subcontractors, sublicensees, assignees, invitees, volunteers, or service providers shall be the sole obligation and responsibility of Foundation.

## **ARTICLE V** **Events of Default and Remedies**

**Section 5.01. *Default.*** An Event of Default (herein so called) shall exist if any one or more of the following events shall occur:

- (a) Any representation or warranty made by Foundation in this Agreement shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made;
- (b) Foundation defaults, in any way, manner, or form, in the performance of any of the covenants, provisions, and/or terms of this Agreement.

**Section 5.02. *Remedies Upon Event of Default.*** If an Event of Default shall have occurred and be continuing, then the City, at its option, may terminate this Agreement or require the immediate cessation of performance on the Premises.

## **ARTICLE VI** **Miscellaneous**

**Section 6.01. *Relationship of Parties.*** The relationship between the City and Foundation is at all times solely that of licensor and licensee, and shall not be deemed, in any event, a partnership or a joint venture.

**Section 6.02. *Compliance with Applicable Law.*** Foundation shall comply with all applicable federal, state, and local rules, regulations, statutes, laws, and ordinances governing, in any way, manner, or form, the performance activities contemplated herein, and/or any other aspect of the activities described in this Agreement, including, without limitation those regarding to access of the facilities by handicapped persons and the storage, display, and alteration of antiquities.

**Section 6.03. *Notices.*** All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as:

*If to the City:*  
City of Kerrville  
ATTN: City Manager  
City Hall, 701 Main Street  
Kerrville, TX 78028  
Fax: (830) 792-8346  
Email: [mark.mcdaniel@kerrvilletx.gov](mailto:mark.mcdaniel@kerrvilletx.gov)

*If to Foundation:*  
Cailloux Foundation  
ATTN: \_\_\_\_\_, \_\_\_\_\_ (title)  
912 Guadalupe  
Kerrville, TX 78028  
Email: \_\_\_\_\_

**Section 6.04. Texas Law/Venue.** This Agreement is to be construed under Texas law and all obligations of the parties created by this Agreement are performable in Kerr County, Texas. Venue for any action lies exclusively in Kerr County, Texas.

**Section 6.05. Partial Invalidity.** If any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, which shall be construed as if it had not included the invalid, illegal or unenforceable provision.

**Section 6.06. Agreements Superseded.** This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

**Section 6.07. Amendment.** No amendment, modification, or alteration of this Agreement is binding, unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

**Section 6.08. References to Days.** All references to days mean calendar days. If the date for performance of any obligation falls on a Saturday, Sunday, or City-recognized holiday, that obligation is performable on the next business day.

**Section 6.09. Assignment.** Foundation may not assign this Agreement or any of Foundation's rights under it without City's prior written consent, such consent not to be unreasonably withheld. Any attempted assignment in the absence of such consent is void.

**Section 6.10. Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

**Section 6.11. Attorney's Fees.** If, as a result of either party's breaching this Agreement, the other party employs or uses an attorney or attorneys to enforce its rights under this Agreement, then the breaching party shall pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

**Section 6.12. Captions.** Section captions are for convenience only and shall in no way affect the interpretation of this Agreement.

**Section 6.13. Rule of Construction and Attorney Review.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in

interpreting this Agreement and each party has had the opportunity to have the Agreement by their own legal counsel.

**Section 6.14. *Counterparts.*** If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

**CITY OF KERRVILLE, TEXAS**

By: \_\_\_\_\_  
Mark McDaniel, City Manager

**FLOYD A. AND KATHLEEN C.  
CAILLOUX FOUNDATION**

By: \_\_\_\_\_  
print name & title

ATTEST:

Brenda G. Craig, City Secretary

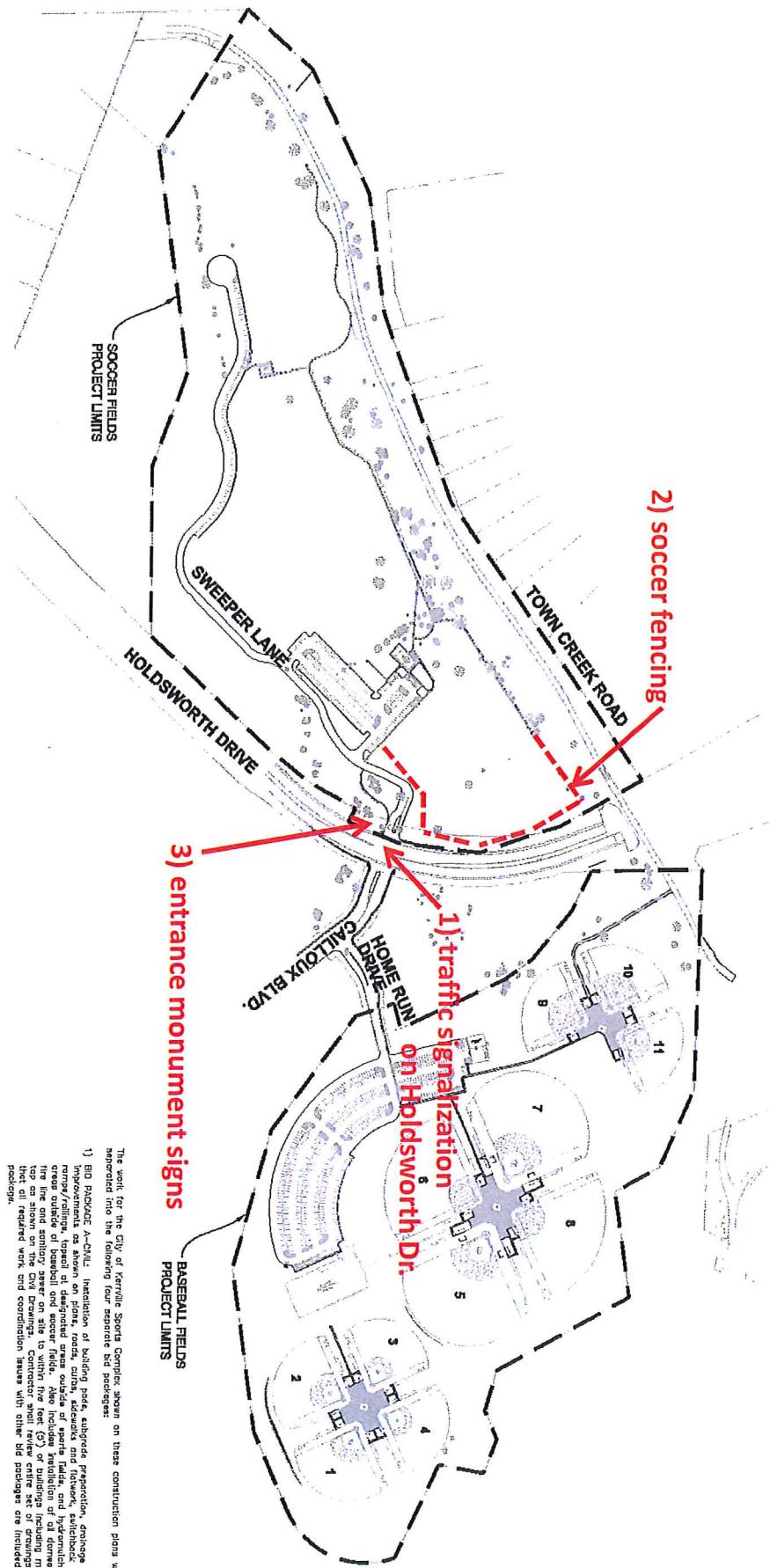
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

## License Agreement Improvements

## Exhibit A



## **Agenda Item:**

8A. Presentation by My Ride TX, a ride share company. (My Ride TX)

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

**SUBJECT:** Presentation by My Ride TX, a ride share company

**FOR AGENDA OF:** August 22, 2017 **DATE SUBMITTED:** August 16, 2017

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

## **EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

<b>Expenditure Required:</b> <b>\$0</b>	<b>Current Balance in Account:</b> <b>\$0</b>	<b>Amount Budgeted:</b> <b>\$0</b>	<b>Account Number:</b>
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**PAYMENT TO BE MADE TO:**

## **REVIEWED BY THE FINANCE DEPARTMENT:**

## **SUMMARY STATEMENT**

My Ride TX is a Texas owned company based in Austin and plans to offer ride-sharing services in Kerrville. My Ride TX is considered a "transportation network company" ("TNC") similar to Uber, Lyft, and others. As a TNC, My Ride TX hires drivers who use their personal vehicles to pick up and deliver passengers for compensation. The passengers prearrange this service through an online-application (*i.e.*, smartphone "app") or website. TNCs are not considered taxis, limousines, or other vehicle for hire services.

The Texas Legislature, during its regular session, adopted H.B. 100. Following the governor's approval, H.B. 100 was effective immediately. H.B. 100 preempts Texas cities from regulating TNCs in any respect. TNCs must instead meet the regulations and receive a permit from the Texas Department of Licensing and Regulations.

The City currently regulates taxis, limousines, and other vehicles for hire pursuant to Chapter 114 of the City Code. In general, these services are required to meet the regulations found within this chapter and receive an annual permit to operate.

## RECOMMENDED ACTION

Receive a presentation from My Ride TX; no action required.

## **Agenda Item:**

8B. Budget and economic update. (staff)

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

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**SUBJECT:** Budget/Economic Update Ending July 31, 2017

**FOR AGENDA OF:** August 22, 2017

**DATE SUBMITTED:** August 10, 2017

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

**CLEARANCES:** Mark McDaniel  
City Manager

**EXHIBITS:** Budget and Economic Update

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *MM*

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Expenditure Required:	Current Balance in Account: \$ 0	Amount Budgeted: \$ 0	Account Number:
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**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

General Fund revenues received as of July 31, 2017 are \$26,182,190 or 94.48% of budget with expenses at \$22,592,860 or at 79.38% of budget. Property tax collections were 100.66% of budget and 3.64% over same period in prior year. The bulk of property tax was collected by the January 31 deadline; collections in the following months will be in smaller increments and considered delinquent with penalty and interest also due. Sales tax collections are at 86.25% of budget and 5.83% over same time period in prior year. July sales tax collections reflect local retail sales in May. Both revenues and expenses for the General Fund increased over the prior year due to the budget amendments approved by City Council on January 24, 2017 for the sale of earthen fill material from a General Fund asset and allocated such funds received to the General Capital Improvement Fund for future capital improvements and on April 25, 2017 to transfer a portion of funds above the self-imposed 25% reserve fund balance to the General Fixed Asset Replacement Fund for future appropriations to replacement of vehicles and equipment.

Water and Sewer Fund revenues received as of July 31, 2017 are \$9,542,816 or 78.92% of budget with expense at \$9,434,239 or 78.02% of budget. Water sales are 77.32% of budget and 8.16% over same period prior year. Sewer service is at 79.93% of budget and 2.65% over same time period in prior year. Sewer service is at 79.93% of budget and 2.65% over same time period in prior year. Both water and sewer sales are expected to increase with landscape watering during the warmer months and depending on the amount of rainfall received.

Hotel Motel Fund revenue received as of July 31, 2017 is \$995,883 or 90.72% of budget with expenses at \$781,450 or 73.03% of budget. July occupancy tax collections were collected locally in June from persons visiting Kerrville. Revenues increased over the prior year due to new conference and automotive groups holding functions in the Hill Country. It is anticipated that revenues will continue to increase with tourism season.

Community Investment Plan most active projects are shown with some nearing completion. Shown is the project budgeted amount, invoices paid during current month, project to date expense, and remaining funds available for project. This report reflects financial activity only and does not reflect percentage or status of project completion.

Permits issued for new residential locations since October 2016 were 46.

Value of new and remodel commercial permits issued in July was \$130,863. Commercial permits issued for new locations and major improvements are an estimated value of \$25,297,408 for fiscal year-to-date.

Property values or increase in property value for new construction and major improvements for residential and commercial sites will be reflected on the property tax roll in the tax year following completion of construction or improvements.

Real estate transactions remain steady with a moderate inventory available.

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

Active water accounts billed in July – 10,950 residential units, 1,566 commercial units, 519 irrigation meters.

Active sewer accounts billed in July – 10,840 residential units, 1,297 commercial units.

Active garbage accounts billed in June - 8,073 residential only.

#### **RECOMMENDED ACTION**

Report is for information purposes only, no action required.

## Budget and Economic Update

Month ending July 31, 2017

	Current Month	Y-T-D Total	Budget @ 83.33%	Prior Year To-Date	% change vs prior year
<b>General Fund</b>					
<b>Total Revenues</b>	<b>\$ 1,277,779</b>	<b>\$ 26,182,190</b>	94.48%	<b>\$ 21,867,530</b>	19.73%
Property tax	\$ 68,358	\$ 9,053,549	100.66%	\$ 8,735,986	3.64%
Sales tax	\$ 565,646	\$ 5,556,359	86.25%	\$ 5,250,260	5.83%
<b>Total Expenditures</b>	<b>\$ 2,220,967</b>	<b>\$ 22,592,860</b>	79.38%	<b>\$ 18,635,210</b>	21.24%
<b>Water and Sewer Fund</b>					
<b>Total Revenues</b>	<b>\$ 1,111,772</b>	<b>\$ 9,542,816</b>	78.92%	<b>\$ 9,336,933</b>	2.21%
Water Sales	\$ 607,100	\$ 4,447,193	77.32%	\$ 4,111,634	8.16%
Sewer Service	\$ 444,675	\$ 4,438,675	79.93%	\$ 4,324,258	2.65%
<b>Total Expenditures</b>	<b>\$ 951,246</b>	<b>\$ 9,434,239</b>	78.02%	<b>\$ 7,505,837</b>	25.69%
<b>Hotel/Motel Fund</b>					
<b>Total Revenues</b>	<b>\$ 121,152</b>	<b>\$ 996,883</b>	90.72%	<b>\$ 899,181</b>	10.87%
<b>Total Expenditures</b>	<b>\$ 25,000</b>	<b>\$ 781,450</b>	73.03%	<b>\$ 960,474</b>	-18.64%

Community Investment Plan	Project Budget	Current Month	P-T-D Expense	Project Budget Balance
Kerrville Sports Complex	\$ 10,500,000	\$ -	\$ 9,352,719	\$ 1,147,281
Landfill Permitting	\$ 757,895	\$ -	\$ 306,661	\$ 451,234
Oxidation Ditch WWTP	\$ 1,487,745	\$ 8,971	\$ 16,096	\$ 1,471,649
Reuse System	\$ 23,003,000	\$ 1,216,757	\$ 8,622,918	\$ 14,380,082
River Trail	\$ 6,000,000	\$ -	\$ 5,208,090	\$ 791,910
Sports Complex Field House	\$ 2,196,000	\$ 117,396	\$ 864,831	\$ 1,331,169
Tennis Center	\$ 1,500,000	\$ -	\$ 125	\$ 1,499,875
THM/Tank Repaint	\$ 1,764,100	\$ 4,461	\$ 781,475	\$ 982,625
Utility Construction Building	\$ 1,450,000	\$ 20,637	\$ 1,282,232	\$ 167,768

Development Activities:		Housing - July (Source: Kerrville Board of Realtors)	
<u>Residential</u>	<u>Commercial</u>		
Oct 6	\$ 1,523,000	512 active residential listings; 59 residential sales July 2017	
Nov 4	\$ 1,500,000	\$14,948,759 total residential sales dollars July 2017	
Dec 4	\$ 500,000	\$116,158,855 total residential sales dollars Y-T-D 2017	
Jan 4	\$ 3,500,000		
Feb 3	\$ 254,000		
Mar 4	\$ 6,644,950		
Apr 2	\$ 63,888		
May 5	\$ 2,550,000		
June 11	\$ 8,630,707		
July 3	\$ 130,863		
		Unemployment - June (Source: Texas Workforce Commission)	
		National	4.5%
		Texas	4.7%
		Local	3.9%
		Utility Accounts Billed - July:	
		Water - Residential units - 10,950; Commercial units - 1,566; Irrigation - 519	
		Sewer- Residential units - 10,840; Commercial units - 1,297	
		Garbage - Curbside - residential only - 8,073	
YTD 46	\$ 25,297,408		