

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, MAY 12, 2015, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, MAY 12, 2015, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION: by Linda Harper, Prayer Minister at Wild Ride Ministries.

PLEDGE OF ALLEGIANCE TO THE FLAG

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. PRESENTATION:

- 2A. Recognition of Joe Alvarez for 40 years of service to the City of Kerrville. (staff)
- 2B. Proclamation proclaiming May 2015 as National Preservation Month. (Mayor Pratt)
- 2C. Recognition of Melissa Southern and John Hagerla, and Linda and Mark Stone for their work to restore and preserve The Depot building. (Mayor Pratt)
- 2D. Proclamation proclaiming May 2015 as William's Syndrome Awareness Month. (Mayor Pratt)

3. CONSENT AGENDA:

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

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, May 8, 2015 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

3A. Transfer of vehicle title, disclaimer, and release of liability between Ingram Volunteer Fire Department and the City of Kerrville for donation of aerial fire truck. (staff)

3B. Resolution No. 16-2015 authorizing the city's continued participation with the Atmos Cities Steering Committee; and authorizing the city's payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. (staff)

END OF CONSENT AGENDA

4. PUBLIC HEARING AND ORDINANCE FIRST READING:

4A. Ordinance No. 2015-09 amending the city's "Zoning Code" by changing the zoning district for certain properties located on Clay Street between its intersections with Jefferson Street and Schreiner Street, said properties addressed as 414, 416, and 418 Clay Street; such change will result in the removal of the properties from the central city 19-C zoning district to placement within the central business district (CBD); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. (staff)

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Economic development incentive agreement between the City and James Avery Craftsman, Inc. (staff)

5B. Fiscal year 2015-2016 budget for the Kerrville-Kerr County Airport Advisory Board. (Stephen King and Bruce McKenzie)

5C. Professional services agreement with Freese and Nichols for project services for direct potable reuse project-Phase 1. (staff)

5D. Fourth amendment to landfill operations and disposal agreement with Republic Services. (staff)

5E. Second amendment to collection agreement for residential solid waste collection and recyclable materials with Republic Services. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time, May 8, 2015 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

5F. Resolution No. 15-2015 amending the City of Kerrville fee schedule by revising fees pursuant to the city's contracts for the collection of residential solid waste and recyclable materials and operation of the landfill. (staff)

6. APPOINTMENTS TO BOARDS AND COMMISSIONS:

- 6A. Appointment to the Main Street Advisory Board. (staff)
- 6B. Appointments to the Parks and Recreation Advisory Board. (staff)

7. ITEMS FOR FUTURE AGENDAS:

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

9. EXECUTIVE SESSION:

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

Sections 551.071 and 551.072:

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

- River trail

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

11. ADJOURNMENT.

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time, May 8, 2015 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Recognition of Joe Alvarez for 40 years of service to the City of Kerrville.
(staff)

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

SUBJECT: Employee recognition of 40 years of service

FOR AGENDA OF: May 12, 2015 **DATE SUBMITTED:** May 6, 2015

SUBMITTED BY: Sandra Yarbrough *SP* **CLEARANCES:** Todd Parton,
Director of Finance City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Joe Alvarez has been employed with the City of Kerrville for forty (40) years. Joe was hired on May 1, 1975 as a mechanic in the city garage. Joe has provided continuous service for all types of vehicles and equipment. Joe has seen many changes in the automotive and equipment industry.

RECOMMENDED ACTION

Recognition by special presentation.

Recognition of Service

AWARDED TO

JOE ALVAREZ

In appreciation for forty (40) years of dedicated service to the citizens
of the City of Kerrville

1975 - 2015

Awarded this 12th day of May, 2015



Jack Pratt, Mayor

Todd Parton, City Manager

Agenda Item:

2B. Proclamation proclaiming May 2015 as National Preservation Month.
(Mayor Pratt)



City of Kerrville

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

PROCLAMATION

WHEREAS,

Historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS,

Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS,

It is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS,

National Preservation Month 2015 is cosponsored by **Kerrville Main Street** and the **National Trust for Historic Preservation**

NOW, THEREFORE, I, Jack Pratt, Mayor of the City of Kerrville, Texas, do proclaim **May 2015 as National Preservation Month**, and call upon the people of Kerrville to join their fellow citizens across the United States in recognizing and participating in this special observance.



IN WITNESS WHEREOF,

I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the 12th day of May, 2015.

Jack Pratt, Mayor

Agenda Item:

2C. Recognition of Melissa Southern and John Hagerla, and Linda and Mark Stone for their work to restore and preserve The Depot building. (Mayor Pratt)



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

RECOGNITION

WHEREAS, The Kerrville Train Depot was rebuilt in 1915; and

WHEREAS, The Depot has had a long and varied history since the trains stopped running in 2004; and

WHEREAS, In conjunction with National Historical Preservation Month, Rails – a Café at the Depot is proud to celebrate the 100th anniversary of this wonderful building throughout the month of May; and

WHEREAS, Linda Karst Stone & Mark Stone restored the property; and

WHEREAS, Melissa Southern, as the proprietor of Rails – a Café at the Depot, and her husband John Hagerla, have been instrumental in preserving the historical integrity of the Depot building;

NOW THEREFORE, I, Jack Pratt, Jr., Mayor of the City of Kerrville, Texas, do hereby recognize

MELISSA SOUTHERN AND JOHN HAGERLA

For working tirelessly to promote National Historical Preservation Month, and in doing so, creating a legacy of community service as an example to future generations.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the _____ day of _____, 2015

Jack Pratt, Jr., Mayor

Agenda Item:

2D. Proclamation proclaiming May 2015 as William's Syndrome Awareness Month. (Mayor Pratt)



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

PROCLAMATION

WHEREAS, Williams Syndrome is a rare genetic condition that is present at birth, affects more than 25,000 individuals in the United States, and is characterized by lifelong medical problems, including cardiovascular disease, developmental delays, and learning disabilities; and

WHEREAS, The Williams Syndrome Association (WSA) founded in 1982, is a non-profit organization and the most comprehensive resource for people and families living with Williams Syndrome as well as for doctors, researchers and educators. Through its efforts, from raising public awareness, to funding critical new research, and providing valuable information and support to families, the WSA has improved the quality of life and futures of those affected by Williams Syndrome; and

WHEREAS, To generate awareness about Williams Syndrome and raise funding for critical WSA programs and initiatives, the WSA has organized WS Awareness Month which includes the Walk for Williams, and will encompass 45 walks across 30 states;

NOW, THEREFORE, I Jack Pratt, Mayor of the City of Kerrville, Texas, do hereby proclaim May 1-31, 2015 to be:

“WILLIAMS SYNDROME AWARENESS MONTH”

In the City of Kerrville and urge our fellow citizens to recognize that the Williams Syndrome Association and the families and friends of those with Williams should be commended for their hard work, compassion, and courage for educating the country about this rare disorder.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the _____ day of _____, 2015.

Jack Pratt, Jr., Mayor

Agenda Item:

3A. Transfer of vehicle title, disclaimer, and release of liability between Ingram Volunteer Fire Department and the City of Kerrville for donation of aerial fire truck. (staff)

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

SUBJECT: Transfer of vehicle title, disclaimer and release of liability between Ingram Volunteer Fire Department and the City of Kerrville for donation of aerial fire truck

FOR AGENDA OF: 05/12/2015

DATE SUBMITTED: 02/06/2015

SUBMITTED BY: Dannie Smith
Fire Chief

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Transfer of vehicle title, disclaimer, and release of liability

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

On May 4, 2015 the City of Kerrville took possession of a new 2015, Sutphen SPH-100 Ft. Aerial Platform Truck. Staff recommends the City donate the previous 1990, 95' Aerial Platform Truck to the Ingram Volunteer Fire Department (VFD). The conditions of the agreement will require the Ingram VFD to conduct annual maintenance in Accordance with National Fire Protection Association's (NFPA) Standard 1911, 1914 & 1932. The agreement also requires the Ingram VFD to make this unit available to serve as a reserve unit, for the Kerrville Fire Department in the event our new unit is out of service for maintenance, or some other unforeseen event. The agreement stipulates that at no time shall the Ingram VFD dispose of the unit without approval of the City of Kerrville.

RECOMMENDED ACTION

Staff recommends council approve the transfer of vehicle title, disclaimer and release of liability authorizing donation of reserve aerial platform truck, VIN# 1SA3JFE9L1003764 to the Ingram VFD.

TRANSFER OF VEHICLE TITLE, DISCLAIMER, AND RELEASE OF LIABILITY

The City of Kerrville, Texas ("City"), through its Fire Department ("KFD"), hereby transfers to the Ingram Volunteer Fire Department ("Ingram VFD"), title to the following described vehicle:

Make and Model: 1990 Sutphen 95 Foot Aerial Platform Truck
Vehicle Identification No.: 1SA3JFE9L1003764
License Plate No.: 1203186 Texas Exempt

("the Vehicle"). Such transfer of title is made by the City subject to the following conditions:

1. City makes no representation regarding the condition of the Vehicle at the time of transfer of title and the KFD will deliver the Vehicle to Ingram VFD **AS IS, WHERE IS, AND WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
2. By acceptance of the Vehicle, Ingram VFD, Texas, agrees, **TO THE EXTENT ALLOWABLE BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF INGRAM VFD, OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR ASSIGNS IN THE USE OF THE VEHICLE.**
3. Ingram VFD, upon notification from the KFD of an incident that may require the use and service of the Vehicle, agrees to immediately dispatch the Vehicle to the location of the emergency required by KFD. In addition, where KFD's ladder truck is out of service and KFD notifies Ingram VFD of such, Ingram VFD shall make the Vehicle available to KFD for its use. Ingram VFD is not required to respond to these types of requests by the KFD where the Vehicle is in use at an emergency situation, which determination shall be made solely in the discretion of Ingram VFD.
4. Ingram VFD shall service and maintain the Vehicle in strict accordance with the current annual service report conducted by Fireworks-Fire Apparatus Repair, Inc. Ingram VFD will also cause to be conducted an annual third party inspection and non-destructive testing consistent with current testing done by American Test Center of the aerial device, and all ground ladders as required by NFPA 1911, 1914, and 1932. Ingram VFD's failure to adhere to this maintenance standard will authorize the City to seek the return of the Vehicle in which case Ingram VFD will return and transfer the title to the Vehicle to City.
5. Ingram VFD may not sell the Vehicle without the written consent of the City, such consent not to be unreasonably withheld or delayed. Where Ingram VFD no longer desires to own the Vehicle, Ingram shall notify the City and its KFD of such in writing, and the City has the option of repossessing the Vehicle without cost.

Signed this ____ day of May, 2015.

CITY OF KERRVILLE, TEXAS

Todd Parton, City Manager

ACCEPTED:

Ingram Volunteer Fire Department

BY: _____
TITLE: _____

Agenda Item:

3B. Resolution No. 16-2015 authorizing the city's continued participation with the Atmos Cities Steering Committee; and authorizing the city's payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. (staff)

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

SUBJECT: A RESOLUTION AUTHORIZING THE CITY'S CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE CITY'S PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

FOR AGENDA OF: May 12, 2015 *May* **DATE SUBMITTED:** May 7, 2015

SUBMITTED BY: Mike Hayes *MH* **CLEARANCES:**
City Attorney

EXHIBITS: Resolution, Memorandum from Co-Chairs of ACSC, Staff Report, List of ACSC cities, Invoice

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JL*

Expenditure	Current Balance in Account:	Amount Budgeted:	Account Number:
\$1,147.30	\$	\$	01-870-306

PAYMENT TO BE MADE TO: Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231
REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Please see attached documents for background information.

RECOMMENDED ACTION

Adoption of Resolution authorizing City's payment to ACSC.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 16-2015**

**A RESOLUTION AUTHORIZING THE CITY'S CONTINUED
PARTICIPATION WITH THE ATMOS CITIES STEERING
COMMITTEE; AND AUTHORIZING THE CITY'S PAYMENT OF FIVE
CENTS PER CAPITA TO THE ATMOS CITIES STEERING
COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES
RELATED TO ATMOS ENERGY CORPORATION**

WHEREAS, the City of Kerrville, Texas ("City") is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division ("Atmos") within the municipal boundaries of the City; and

WHEREAS, the Atmos Cities Steering Committee ("ACSC") has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs;

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

SECTION ONE. The City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

SECTION TWO. The City is further authorized to pay its 2015 assessment to the ACSC in the amount of five cents (\$0.05) per capita, which based upon a population estimate of 22,946, comes to \$1,147.30.

SECTION THREE. A copy of this Resolution and approved assessment fee payment to "Atmos Cities Steering Committee" shall be sent to David Barber, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231.

**PASSED AND APPROVED ON this the _____ day of _____ A.D.,
2015.**

Reso. No. 16-2015

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

MEMORANDUM

TO: Atmos Cities Steering Committee

FROM: Jennifer Richie and Odis Dolton, Co-Chairs, Atmos Cities Steering Committee

DATE: March 4, 2015

RE: **Action Needed - 2015 Atmos Cities Steering Committee Membership Assessment Invoice**

In December 2014, the Atmos Cities Steering Committee (“ACSC”) held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2015 is a per capita fee of \$0.05.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the ACSC participation agreement.

Although ACSC does not require that your city take action by resolution to approve the assessment, some members have requested a model resolution authorizing payment of the 2015 membership assessment. To assist you in the assessment process, we have provided the following documents for your use:

- ACSC 2014 Year in Review
- Model resolution approving the 2015 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Atmos Cities Steering Committee members
- 2015 Assessment invoice
- 2014 Assessment invoice and statement (only included if not yet paid)
- Blank member contact form to update the distribution lists

Please forward the membership assessment fee and, if applicable, the signed resolution to David Barber, Atmos Cities Steering Committee, c/o City Attorney’s Office, Mail Stop 63-0300, Post Office Box 90231, Arlington, Texas 76004-3231. Checks should be made payable to: *Atmos Cities Steering Committee*.

If you have any questions, please contact ACSC Co-Chairmen Jennifer Richie (254/750-5688), or Odis Dolton (325/676-6496). ACSC’s counsel, Geoffrey Gay (ggay@lglawfirm.com) and Thomas Brocato (tbrocato@lglawfirm.com) at 512/322-5857 are also available to assist you.

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 165 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City’s membership in ACSC.
- II. This paragraph authorizes payment of the City’s assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to “*Atmos Cities Steering Committee*” and mailed to David Barber, Atmos Cities Steering Committee, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, Post Office Box 90231, Arlington, Texas 76004-3231.

ACSC Cities (165 Total)

Abilene	Fairview	Oak Leaf
Addison	Farmers Branch	Ovilla
Allen	Farmersville	Palestine
Alvarado	Fate	Pantego
Angus	Flower Mound	Paris
Anna	Forest Hill	Parker
Argyle	Fort Worth	Pecan Hill
Arlington	Frisco	Petrolia
Aubrey	Frost	Plano
Bedford	Gainesville	Ponder
Bellmead	Garland	Pottsboro
Benbrook	Garrett	Prosper
Beverly Hills	Grand Prairie	Quitman
Blossom	Grapevine	Red Oak
Blue Ridge	Haltom City	Reno (Parker County)
Bowie	Harker Heights	Richardson
Boyd	Haskell	Richland
Bridgeport	Haslet	Richland Hills
Brownwood	Hewitt	River Oaks
Buffalo	Highland Park	Roanoke
Burkburnett	Highland Village	Robinson
Burleson	Honey Grove	Rockwall
Caddo Mills	Hurst	Roscoe
Canton	Hutto	Rowlett
Carrollton	Iowa Park	Royse City
Cedar Hill	Irving	Sachse
Celeste	Justin	Saginaw
Celina	Kaufman	Sansom Park
Centerville	Keene	Seagoville
Cisco	Keller	Sherman
Clarksville	Kemp	Snyder
Cleburne	Kennedale	Southlake
Clyde	Kerens	Springtown
College Station	Kerrville	Stamford
Colleyville	Killeen	Stephenville
Colorado City	Krum	Sulphur Springs
Comanche	Lakeside	Sweetwater
Commerce	Lake Worth	Temple
Coolidge	Lancaster	Terrell
Coppell	Lewisville	The Colony
Copperas Cove	Lincoln Park	Trophy Club
Corinth	Little Elm	Tyler
Corral City	Lorena	University Park
Crandall	Madisonville	Venus
Crowley	Malakoff	Vernon
Dalworthington Gardens	Mansfield	Waco
Denison	McKinney	Watauga
DeSoto	Melissa	Waxahachie
Duncanville	Mesquite	Westlake
Eastland	Midlothian	Westover Hills
Edgecliff Village	Murphy	Whitesboro
Emory	Newark	White Settlement
Ennis	Nocona	Wichita Falls
Euless	North Richland Hills	Woodway
Everman	Northlake	Wylie

City of Arlington, c/o Atmos Cities Steering Committee
Attn: David Barber, Asst City Attorney
101 S. Mesquite, 3rd Floor
Arlington, TX 76010

Invoice

Date	Invoice #
4/24/2015	15-092

Bill To

City of Kerrville

Item	Rate	Population	Amount
2015 Assessment	0.05	22,946	1,147.30
Total			\$1,147.30

Please make check payable to: Atmos Cities Steering Committee. Mail to ACSC, c/o David Barber, Asst City Attorney, 101 S. Mesquite, 3rd Floor, Arlington, TX 76010

Agenda Item:

4A. Ordinance No. 2015-09 amending the city's "Zoning Code" by changing the zoning district for certain properties located on Clay Street between its intersections with Jefferson Street and Schreiner Street, said properties addressed as 414, 416, and 418 Clay Street; such change will result in the removal of the properties from the central city 19-C zoning district to placement within the central business district (CBD); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. (staff)

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

SUBJECT: First public hearing & Action concerning a zoning change request from (C-19) Central City-19 District to (CBD) Central Business District, for an approximate .403 acre tract of land, LOTS 1-2 BLK 10 of Chas Schreiner Addition, located at 414, 416 and 418 Clay Street.

FOR AGENDA OF: May 12, 2015

DATE SUBMITTED: April 24, 2015

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Location Map

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item concerns a public hearing for a zoning change request from (C-19) Central City-19 District to (CBD) Central Business District. The applicant requested a zone change on March 30, 2015.

The applicant has requested "CBD" Central Business District zoning. This district allows a wide range of uses generally associated with personal services, restaurants, and limited retail. The "CBD" district is subject to certain development restrictions.

A public hearing was conducted by the Planning and Zoning Commission at its regular meeting on May 7, 2015.

RECOMMENDED ACTION

Staff recommends that the Council hold the required public hearing to receive public comments and take action for approval.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-09**

**AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY
CHANGING THE ZONING DISTRICT FOR CERTAIN PROPERTIES
LOCATED ON CLAY STREET BETWEEN ITS INTERSECTIONS WITH
JEFFERSON STREET AND SCHREINER STREET, SAID PROPERTIES
ADDRESSED AS 414, 416, AND 418 CLAY STREET; SUCH CHANGE
WILL RESULT IN THE REMOVAL OF THE PROPERTIES FROM THE
CENTRAL CITY 19-C ZONING DISTRICT TO PLACEMENT WITHIN
THE CENTRAL BUSINESS DISTRICT (CBD); CONTAINING A
CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND
SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY
OR FINE OF TWO THOUSAND DOLLARS (\$2000.00); ORDERING
PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO
THE SUBJECT**

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing which was held before the City Council on May 12, 2015, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for certain properties within a block bounded by Jefferson Street to the south and Schreiner Street to the north, with addresses of 414, 416, and 418 Clay Street; such change to result in the removal of the properties from the Central City 19-C Zoning District to placement of the properties within the Central Business Zoning District (CBD); and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on May 12, 2015, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to change the zoning district for the properties described below by placing them within the Central Business Zoning District (CBD);

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

SECTION ONE. The zoning district for those properties located on Clay Street between its intersections with Jefferson Street and Schreiner Street, said properties addressed as 414, 416, and 418 Clay Street, and more specifically described as follows, is changed from the Central City 19-C Zoning District to the Central Business Zoning District (CBD):

Being all of certain tracts or parcels of land containing .403 acre, more or less, consisting of Lots 1 and 2, Block 10, of the Charles Schreiner Addition, a subdivision within the City of Kerrville, Texas, and being more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes.

SECTION TWO. The zoning district change from the Central City 19-C Zoning District to the Central Business Zoning District (CBD) means that rezoned area will become connected to, merge with, and consist as a part of the existing Central Business Zoning District (CBD).

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

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

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

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

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

SECTION EIGHT. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07b. of the City

Charter.

PASSED AND APPROVED ON FIRST READING, this the _____ day of _____, A.D., 2015.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ of _____, A.D., 2015.

Jack Pratt, Jr., Mayor

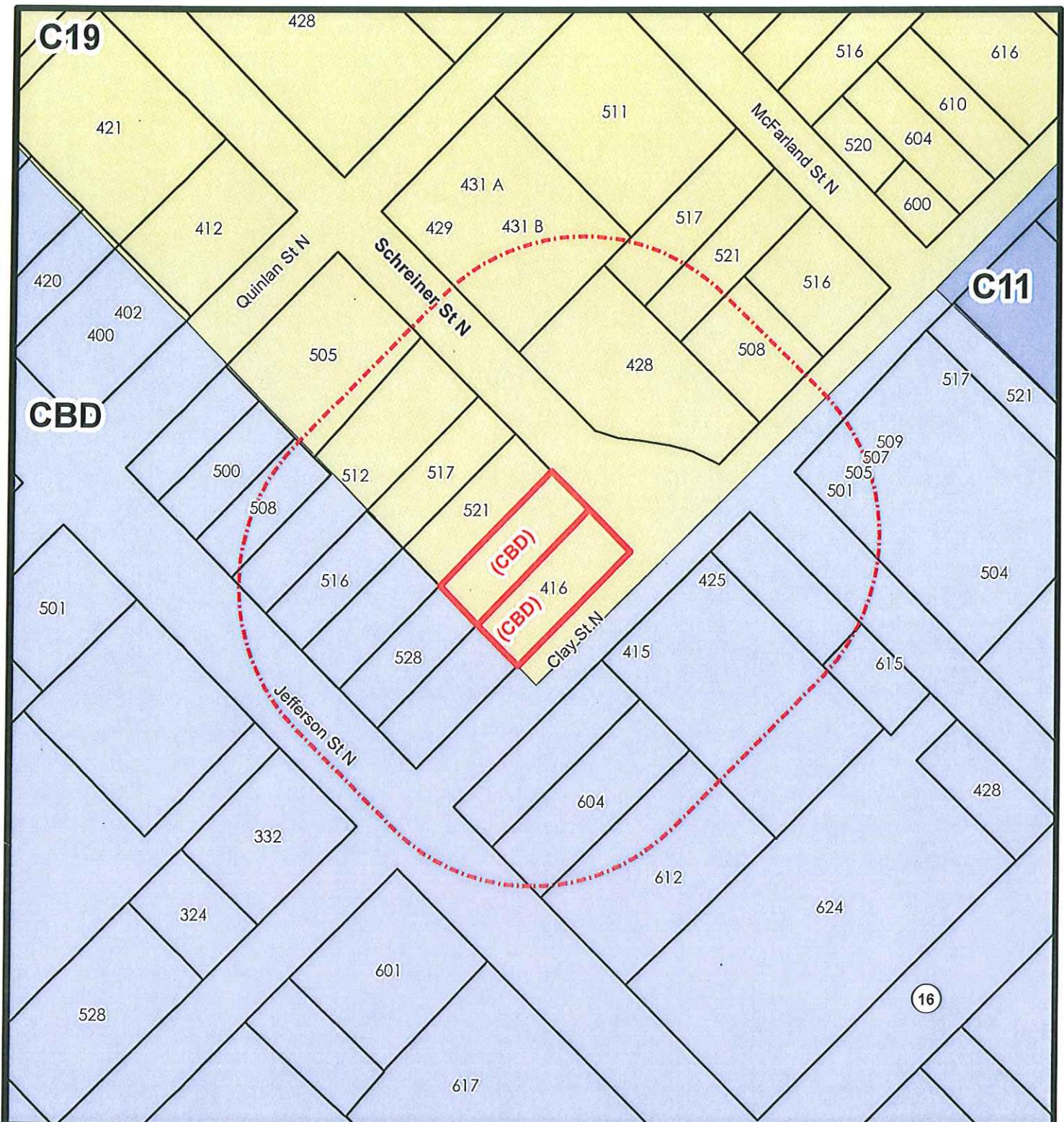
ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



Zoning Case Location Map

Case 2015-021

Location:
414, 416, 418 Clay St

Legend

200' Notification Area	
Subject Properties	
Current Zoning	
Requested Zoning	



0 50 100 200
Scale In Feet

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

EXHIBIT A

Agenda Item:

5A. Economic development incentive agreement between the City and James Avery Craftsman, Inc. (staff)

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

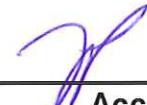
SUBJECT: Amendments to the tax abatement agreement for the James Avery Craftsman (JAC) expansion

FOR AGENDA OF: May 12, 2015 **DATE SUBMITTED:** May 8, 2015

SUBMITTED BY: Todd Parton **CLEARANCES:**
City Manager

EXHIBITS: Proposed Amendments to Tax Abatement Agreement
Revised Tax Abatement Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

On November 11, 2014, the City Council approved an agreement to abate property taxes for a planned JAC expansion project on 29 acres on the south side of State Highway 27 across from the airport and adjacent to Fox Tank Company. The approved agreement provided for the abatement of property taxes collected on capital additions over a 5-year period to commence after construction was completed. JAC has agreed to add a minimum of 359 new jobs within the City of Kerrville over the next 6 years.

JAC has requested four amendments to the tax abatement agreement approved by the City Council on November 11, 2014. The requested amendments are as follows:

1. Establish an effective date of January 14, 2015 – this would establish an effective date that coincides with the 4B funding agreement for this project. The current agreement specifies that the effective date would be the date in which the agreement is executed by all parties.
2. Reduce the expiration date of the agreement from 15 years to 8 years. This would align the tax abatement agreement with the 4B funding agreement and would more closely coincide with the 5-year abatement of taxes on the project. In addition, JAC has stated that they are concerned about unforeseen economic conditions or economic operational needs that could occur over the 15-year period and, as a result, it would be unreasonable to require JAC to maintain the uses specified in Article IV, Section 4.3 for such duration.
3. Strike the requirement that minimum taxable value of the property be maintained at \$7.8 million for four (4) calendar years after initial construction. JAC has requested

this change in order that the standard practice of rendering taxable value on the land and improvements is allowed to occur. An artificial value based on a preliminary cost projection would also apply to all taxing jurisdictions.

4. Strike the requirement that a minimum taxable value of the tangible personal property be maintained at \$4.0 million for four calendar years after initial installation. This request is based on the same rationale as that outlined in 3 above in addition to the fact that much of the equipment will be at or near full depreciation after 5 years.

RECOMMENDED ACTION

City staff recommends that the City Council approve the requested amendments to the JAC tax abatement agreement as requested.

STATE OF TEXAS § **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**
COUNTY OF KERR §

Article I Definitions

“Effective Date” means January 14, 2015 (so as to coincide with the Related Agreement) ~~the date this Agreement is signed by authorized representatives of all of the Parties.~~

“Expiration Date” means the eighth~~fifteenth~~ (815th) anniversary of the Commencement Date.

4.5 Minimum Taxable Value.

(a) The minimum Taxable Value for the Property as determined by the Appraisal District shall be not less than \$7,800,000.00 as of January 1 of the calendar year immediately following the date of Completion of Construction of the Improvements ~~and as of January 1 of each of the four (4) consecutive calendar years thereafter~~; and

(b) The Taxable Value for the Tangible Personal Property as determined by the Appraisal District shall be not less than \$4,000,000.00 as of January 1 of the calendar year immediately following the date of Completion of Construction of the Improvements ~~and as of January 1 of each of the four (4) consecutive calendar years thereafter.~~

STATE OF TEXAS

§

COUNTY OF KERR

§

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Kerrville (“City”), a Texas home rule municipality, and James Avery Craftsman, Inc., (“Company”), a Texas corporation, acting by and through their respective authorized officers and representatives. City and Company are hereafter collectively referred to herein as “Parties” and individually as “Party.”

WITNESSETH:

WHEREAS, Company, whose headquarters is in Kerrville, Texas, designs, manufactures, and sells through its on-line, catalogue, call-center, and retail outlets throughout the country, a line of fine jewelry; and

WHEREAS, Company owns Land (as defined below) which is located in Kerr County, Texas, adjacent to City’s incorporated limits and within City’s extra-territorial jurisdiction, and for which Company has petitioned City for annexation into City’s incorporated limits; and

WHEREAS, Company desires to construct the Improvements (as defined below) on the Land in order to both consolidate and expand Company’s manufacturing operations; and

WHEREAS, Company has advised City that a contributing factor that would induce Company to develop the Land and construct the Improvements would be an agreement with City to provide economic development grants to Company to defray a portion of the costs of the construction of the Improvements; and

WHEREAS, Company is expected to initially invest over Fourteen Million Dollars (\$14,000,000.00) in the Property; and

WHEREAS, Company intends to initially relocate or create, fill and maintain, on an annual basis, at least one hundred thirty-four (134) full time employment positions with the objective of later increasing the number of full time employment positions to more than three hundred fifty (350) employees, all to be located within the City; and

WHEREAS, City has adopted programs for promoting economic development, including a Chapter 380 Economic Development Program; and

WHEREAS, City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380, to provide economic development grants to promote local economic development and to stimulate business and commercial activity in City; and

WHEREAS, City has determined that making economic development grants to Company in accordance with this Agreement will further the objectives of City, will benefit City

and City inhabitants and will promote local economic development and stimulate business and commercial activity in City;

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I **Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.

“Annual Grant” means, collectively, an Annual Real Property Grant and Annual TPP Grant paid in relation to a Grant Year.

“Annual Real Property Grant” means an annual economic development grant to be provided by City to Company in an amount equal to the ad valorem taxes assessed by the City against the Property for the relevant Grant Year, and collected by City for said Grant Year to be paid as set forth herein.

“Annual TPP Grant” means an economic development grant to be provided by City in an amount equal to the ad valorem taxes assessed by City against the Tangible Personal Property for the relevant Grant Year and collected by the City for the same Grant Year to be paid as set forth herein.

“Appraisal District” means the Kerr Central Appraisal District, or its successor entity.

“Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Commencement Date” means the later of: (i) January 1 of the calendar year immediately following the date the certificate of occupancy is issued by City for Company’s occupancy of the Improvements; and (ii) January 1, 2017.

“Commencement of Construction” means that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been

obtained for construction of the Improvements on the Land; (ii) all necessary permits for the construction of the Improvement on the Land pursuant to the plans have been issued by all applicable governmental authorities; and (iii) grading of the Land for the construction of the Improvements has commenced.

“Completion of Construction” means the date (i) the Improvements have been substantially completed and (ii) a certificate of occupancy has been issued by City for Company’s occupancy of the Improvements.

“Control,” or any derivation thereof, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of securities, by contract or otherwise.

“Effective Date” means January 14, 2015 (so as to coincide with the Related Agreement).

“Expiration Date” means the eighth (8th) anniversary of the Commencement Date.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Freeport Goods” has the same meaning as assigned by Texas Tax Code, Section 11.251 and Article VIII, Section 1-j of the Texas Constitution, and are located on the Property. Freeport Goods does not include “Goods in Transit” as defined by Texas Tax Code, Section 11.253.

“Full-Time Position(s)” means a position eligible for employee benefits at which an individual is scheduled to work at least: (i) 2080 hours for a day shift; and (ii) 1,872 hours for a second shift, both of which occur within a twelve month period during the Grant Period for the Company either as an employee or under contract and who, before deducting employee contributions to employee benefits, FICA, Federal payroll tax withholding, retirement plans, and other voluntary and involuntary deductions commonly deducted from employee wages prior to payment of the wages to the person, is paid an average hourly wage of \$11.20 per hour. The average calculation aggregates New Full-Time Positions (as defined below) as follows: i) hourly positions at their hourly rate and ii) convert salaried positions to their hourly equivalent by dividing by 2080. The sum of the hourly rates and hourly equivalents will be divided by the cumulative number of New Full-Time Positions for the applicable year as included in Section 4.7(a) for purposes of arriving at the average hourly rate required. The \$11.20 rate per hour does not include the value of employee benefits as paid for by the Company. For purposes of the definition of “Full-Time Position,” employer contributions to FICA, retirement plans, group health, dental, or life insurance premiums, or other employer funded benefits shall

not be included in determining a workers hourly wage or salary. A Full-Time Position does not include part-time or seasonal positions.

“Goods-in-Transit” has the same meaning assigned by Texas Tax Code, Section 11.253.

“Grant Year” means a given tax year except that the first Grant Year shall mean January 1 of the calendar year including and immediately following the Commencement Date.

“Grants” means, collectively, all Annual Real Property Grants and Annual TPP Grants.

“Impositions” means all ad valorem and property taxes, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or an Affiliate or any property or any business owned by Company or an Affiliate within City, and any Texas state or local sales and use taxes.

“Improvements” means a building, or buildings, to be constructed on the Land containing approximately 53,000 square feet of space for manufacturing, engraving, product care, and employee work and office space, together with other ancillary facilities, parking, and landscaping, as more fully described in the submittals filed with City, from time to time, in order to obtain one or more building permits.

“KEIC” means the Kerrville Economic Improvement Corporation.

“Land” means the real property described in **Exhibit A**.

“Maximum Annual Grant” means the lesser of (i) the Annual Real Property Grant plus the Annual TPP Grant for the same Grant Year; and (ii) \$75,860.00; but subject to reduction in accordance with Section 4.7(c).

“Maximum Total Grant” means \$379,302.00.

“New Full-Time Positions” means Full-Time Positions created and filled by Company employees working at one of Company’s business locations within the City after the Effective Date as opposed to existing Full-Time Positions filled by Company employees working at one of Company’s business locations within the City as of the Effective Date, which is agreed to be 385.

“Payment Request” means a written request from Company to City for payment of an Annual Real Property Grant and/or Annual TPP Grant accompanied by (i) a copy of tax receipt indicating that Company has paid the ad valorem taxes assessed against the Property and Tangible Personal Property for the Tax Year to which the Payment Request applies and (ii) the Employment Verification Information for the Tax Year to which the Payment Request applies.

“Person” means an individual, corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

“Property” means, collectively, the Improvements and the Land.

“Related Agreement” means that certain Economic Development Grant Agreement between KEIC and Company, dated as of approximate date herewith.

“Required Use” means Company’s continuous operation of the Improvements as a distribution or manufacturing facility on the Property.

“Tangible Personal Property” has the same meaning assigned by Tax Code, Section 1.04 and means all tangible personal property (including inventory and supplies), equipment, fixtures, and machinery, but excluding Freeport Goods and Goods-in-Transit owned by Company, and located on the Property on January 1 of a given tax year (irrespective of when such Tangible Personal Property was first located on the Improvements).

“Taxable Value” means the appraised value as certified by the Appraisal District for a given year.

Article II **Term**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III **Economic Development Grants**

3.1 Annual TPP Grants. Subject to the obligation of Company to repay the Grants pursuant to Section 5.2, hereof, and the continued satisfaction of all the terms and conditions of this Agreement by Company, City agrees to provide Company with five (5) Annual TPP Grants, each to be paid not later than thirty (30) days after receipt of a Payment Request for the prior Grant Year, but in no case earlier than April 1 of each calendar year (or the immediately following business day if April 1 is not a business day) beginning with the first full calendar year following the Commencement Date, provided Company has timely paid City the ad valorem taxes assessed against the Tangible Personal Property in full for the respective Grant Year (*i.e.*, the tax year immediately preceding the year in which an Annual TPP Grant is to be paid). For illustration purposes, assume that the first Grant Year is 2016, and that City ad valorem taxes assessed (and collected) against the Tangible Personal Property for tax year 2016 is \$35,000.00, then the amount of the first Annual TPP Grant of \$35,000.00 would be paid not later than the later of (i) thirty (30) days after receipt of the Payment Request for Grant Year 2016 and (ii) April 1, 2017.

3.2 Annual Real Property Grants. Subject to the obligation of Company to repay the Grants pursuant to Section 5.2 hereof, and the continued satisfaction of all the terms and conditions of this Agreement by Company, City agrees to provide Company with five (5) Annual Real Property Grants to be paid not later than thirty (30) days after receipt of a Payment Request applicable to the prior Grant Year, but in no case earlier than April 1 of each calendar year (or the immediately following business day if April 1 is not a business day) beginning with the first full calendar year following the Commencement Date, provided Company has timely paid City ad valorem taxes assessed against the Property in full for the respective Grant Year (*i.e.*, the tax year immediately preceding the year in which an Annual Real Property Grant is to be paid). For illustration purposes, assume that the first Grant Year is 2016, and that City ad valorem taxes assessed (and collected) against the Property for tax year 2016 is \$50,000.00, then the amount of the first Annual Real Property Grant of \$50,000.00 would be paid not later than thirty (30) days later than the later of (i) thirty (30) days after receipt of the Payment Request for Grant Year 2016 and (ii) April 1, 2017. Notwithstanding the foregoing, in the event that the ad valorem taxes assessed against the Property are not paid to City by April 1 of the calendar year, City agrees that it will pay Company any Annual Real Property Grant owed to Company not later than ten (10) days after receipt of the applicable ad valorem taxes.

3.3 Grant Limitations. Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of City's obligations under this Agreement shall be pledged or otherwise encumbered by Company in favor of any commercial lender and/or similar financial institution.

3.4 Current Revenue. The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by City; provided, however, City agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay the Grants for the then ensuing fiscal year. Further, City shall have no obligation or liability to pay any Grants except as allowed by law. City shall not be required to pay any Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

3.5 Tax Protest. In the event Company timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Tangible Personal Property or the Property (or any portion thereof), with the Appraisal District (or its successor), the obligation of City to provide the Grants with respect to the Tangible Personal Property or the Property (or portion thereof), as the case may be, for such Tax Year shall be abated until a final determination has been made of such protest or contest. In the event Company protests and/or contests results in a final determination that changes the appraised value and/or the Taxable Value of the Tangible Personal Property or the Property or the amount of ad valorem taxes assessed and due for the Tangible Personal Property or the Property (or portion thereof), as the case may be, after a Grant has been paid for such property for such Grant Year, the Grant for such Grant Year for such property shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Grant payment date for such property, or within thirty (30) days after such determination in the event no further Annual Grant payments are due with respect to such property under the Agreement.

3.6 Refunds and Underpayments of Grants. In the event City reasonably determines that the amount of one or more of the Grants paid by City to Company is incorrect, Company shall, not later than sixty (60) days after receipt of written notification thereof from City specifying the amount by which such Grant exceeded the correct amount to which Company was entitled (together with such records, reports and other information necessary to support such determination), pay such amount to City. If City reasonably determines that the amount by which such Grant was less than the correct amount to which Company was entitled (together with such records, reports and other information necessary to support such determination), City shall, within sixty (60) days, pay the adjustment to Company. If Company disputes City's determination, the Parties shall seek to amicably resolve the matter, subject to either Party's right to pursue any available rights or remedies in connection therewith.

3.7 Limits on Annual Grant Payments. Notwithstanding the amount of ad valorem assessed against Property and the Tangible Personal Property and collected by City during any Grant Year, the total amount of the Annual Real Property Grant plus the Annual TPP Grant for said Grant Year shall not exceed the Maximum Annual Grant. Furthermore, in no case shall the total amount of all Grants paid pursuant to this Agreement exceed the Maximum Total Grant.

Article IV **Conditions to the Economic Development Grant**

The obligation of City to provide the Grants shall be conditioned upon the continued compliance with, and satisfaction of each of the terms and conditions of this Agreement by Company, and each of the conditions set forth in this Article IV below:

4.1 Good Standing. Company shall not have an uncured breach or default of this Agreement or any Related Agreement beyond any applicable notice and cure period.

4.2 Development Regulations. Prior to and following annexation of the Land, Company shall comply with all applicable development regulations of the City, to include building codes, subdivision regulations, and zoning, in its development and construction of the Improvements. Company's failure to comply with this provision constitutes a breach of this Agreement.

4.3 Required Use. Commencing on the Commencement Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than six (6) months, except in connection with and to the extent of an event of Force Majeure.

4.4 Commencement and Completion of Construction. Subject to events of Force Majeure, Commencement of Construction of the Improvements shall commence not later than June 1, 2015. Subject to events of Force Majeure, Completion of Construction of the Improvements shall occur not later than December 31, 2016.

4.5 Minimum Taxable Value.

(a) The minimum Taxable Value for the Property as determined by the Appraisal District shall be not less than \$7,800,000.00 as of January 1 of the calendar year immediately following the date of Completion of Construction of the Improvements; and

(b) The Taxable Value for the Tangible Personal Property as determined by the Appraisal District shall be not less than \$4,000,000.00 as of January 1 of the calendar year immediately following the date of Completion of Construction of the Improvements.

(c) Notwithstanding any provision in this Agreement to the contrary, the failure of the Property and/or the Tangible Personal Property to be determined by the Appraisal District to have a Taxable Value for any given year as required by paragraphs (a) and (b) of this Section 4.5 shall not be considered an event of default subject to termination and repayment pursuant to Article V hereof; provided, however, such failure shall result in Company forever forfeiting the right to receive the Annual Real Property Grant (with respect to failure to satisfy paragraph (a)) and/or the Annual TPP Grant (with respect to failure to satisfy paragraph (b)) for such Grant Year.

4.6 Tax Payments. Company timely pays to City, through City's designated tax collector, the ad valorem taxes assessed by City against the Property and the Tangible Personal Property in full prior to the delinquency date (each a "Tax Payment") (subject to the notice and cure provision in Section 5.1(c) below). The failure of Company to timely pay a Tax Payment shall be considered an event of default subject to termination and repayment pursuant to Article V hereof (subject to the notice and cure provision in Section 5.1(c) below).

4.7 Employment Positions.

(a) After the Effective Date, but in no case later than the one hundred and twentieth (120th) day after Completion of Construction, Company shall create and fill no fewer than seventy-two (72) New Full-Time Positions within the City. Commencing with calendar year 2017 and each calendar year thereafter through the end of the Term, the total number of New Full-Time Positions created and filled by Company at any of Company's business locations within the City since the Effective Date during the specified calendar year and as quantified on December 31 of each year, shall be as follows:

End of Calendar Year (12/31)	Minimum No. Total New Full-Time Positions by End of Subject Calendar Year	Minimum No. Newly Added Full-Time Positions for The Subject Calendar Year
2017	134	62
2018	191	57
2019	252	61
2020	306	54
2021	359	53

For periodic reporting purposes, the Company shall report, on a quarterly basis, the cumulative number of New Full-Time Positions in weekly increments. For purposes of this calculation, a person employed in a New Full-Time Position who is not working within the City because the person is on any type of excused paid leave (e.g., vacation, sick leave, paid family leave, etc.), or is on an unpaid leave pursuant to the Family Medical Leave Act or other federal or state law which requires Company to retain the person as an employee while absent from work, will be included in the weekly count of Full-Time Position.

(b) Each Payment Request shall be accompanied by copies of employment records, Texas Workforce Commission reports, or other documentation as is reasonably required by City to demonstrate Company's compliance with the required number of Full-Time Positions required by Section 4.7(a) along with a sworn statement from an authorized officer of Company, confirming Company's compliance with Section 4.7(a). Notwithstanding Sections 3.1 and 3.2, above, City shall not be required to pay the Annual TPP Grant or the Annual Real Property Grant for a particular Grant Year earlier than thirty (30) days after City receives the documentation required by this Section 4.7(b) for the particular Grant Year.

(c) Notwithstanding any provision in this Agreement to the contrary, the failure of Company to satisfy the condition set forth in Section 4.7(a), or any element thereof, for any Grant Year shall not be considered a breach or an event of default subject to termination and repayment pursuant to Article V hereof; provided, however, such failure shall result in the reduction of the Maximum Annual Grant for the Grant Year for which the failure occurred by an amount equal to (i) \$1,056.55 times (ii) a number equal to the minimum number of Full-Time Positions required by Section 4.7(a) less the actual number of Full-Time Positions working at any of Company's business locations within the City at the end of the Grant Year.

4.8 Annexation. To the extent not requested prior to the Effective Date, Company acknowledges and agrees that on the Effective Date this Agreement shall also constitute a request to annex the Land into City's incorporated limits pursuant to applicable provisions of State law and City's home rule charter.

4.9 Point of Sale. During the term of this Agreement, Company shall conduct its business in such a manner that all telephone, mail order, and on-line/internet sales of Taxable Items that are distributed to the purchasers from a location within the City Limits to Texas purchasers with Texas addresses shall be assessed with Local Sales and Use Tax, regardless of the location where the order is received. Additionally, for clarification, Texas taxes, including Local Sales and Use Tax, will not be collected on taxable items where pursuant to applicable law, regulations, rules, and tax bulletins, such Local Sales and Use Tax does not apply. Notwithstanding the foregoing, Company shall not be in breach of this Agreement if City disannexes property from City's incorporated boundaries at which sales of Taxable Items were Consummated resulting in the discontinuation of the collection of Local Sales and Use Tax on such sales.

Article V Termination

5.1 Basis for termination. This Agreement terminates upon the occurrence of any one or more of the following events:

- (a) Upon written agreement of the Parties;
- (b) Upon the Expiration Date with no further action by the Parties;
- (c) Except as provided in paragraph (d), below, if a Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after delivery of written notice thereof by the other Party (or if such default or breach is not reasonably curable within such 30-day period, is cured within ninety (90) days after such default or breach provided that the defaulting Party is diligently pursuing a cure of such default or breach);
- (d) If City provides a written notice of termination to Company upon Company's failure to cause Commencement of Construction or Completion of Construction to occur within the time provided in Section 4.4, above;
- (e) If any Impositions owed by Company to City or the State of Texas are delinquent and such delinquency has not been cured within thirty (30) days after delivery by City to Company of written notice demanding payment of the delinquency; provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions and the time for curing such delinquency shall be extending to the tenth (10th) day following the final, non-appealable ruling on such protest or contest;
- (f) If Company suffers an event of Bankruptcy or Insolvency and fails to reaffirm this Agreement in accordance with applicable bankruptcy laws and continue to perform Company's obligations as set forth this Agreement, City may terminate this Agreement subject to applicable bankruptcy laws; or
- (g) If any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; provided, however, if any final, non-appealable decision by a court of competent jurisdiction declares this Agreement invalid, illegal or unenforceable then City shall use its best efforts in working with Company to restructure this Agreement (or City's obligations described herein) to be enforceable.

5.2 Repayment. In the event the Agreement is terminated by City pursuant to Section 5.1(c) or (d), Company shall immediately refund to the City an amount equal to all Annual Grants paid by the City to the Company prior to the date of termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank,

N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, from the date on which each respective Annual Grant is paid by the City until each such Annual Grant is refunded by the Company. The repayment obligation of Company set forth in this section 5.2 hereof shall survive termination.

5.3 Offsets. City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due City has been reduced to judgment by a court.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Company's performance of the conditions under this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: City Manager
City of Kerrville, Texas
701 Main Street
Kerrville, Texas 78028

With a copy to:

Attn: City Attorney
City of Kerrville, Texas
701 Main Street
Kerrville, Texas 78028

If intended for Company:

Chris Avery, President/CEO
James Avery Craftsman, Inc.
P.O. Box 291367
Kerrville, Texas 78029-1367

6.6 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except the Related Agreement and as provided in any Exhibits attached hereto.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and venue for any action concerning this Agreement shall be in the State District Court of Kerr County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. Except as provided in this Section 6.11, this Agreement may not be assigned by Company without the prior written consent of City, which consent shall not be unreasonably denied, delayed, or withheld. This Agreement may be assigned by Company to any Affiliate of Company, provided Company shall have provided City with thirty (30) days prior written notice thereof, and such assignee assumes in writing the obligations and liabilities of Company in a form reasonably approved by City.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Conditions Precedent. This Agreement is subject to and conditioned on City having issued a certificate of occupancy for Company's occupancy of the Improvements on or before December 31, 2016.

6.16 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Grants herein and any other funds received by Company from City as of the date of such violation within 120 days after the date Company is notified by City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. Company is not liable for a violation of this Section by a subsidiary, Affiliate, or franchisees of Company or by a person with whom Company contracts, or any other Person other than Company.

(Signature Page to Follow)

SIGNED AND AGREED on this _____ day of _____, 2015
("Effective Date").

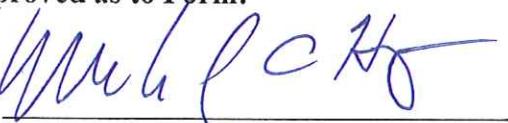
CITY OF KERRVILLE, TEXAS

By: _____
Todd Parton, City Manager

Attest:

By: _____
Brenda Craig, City Secretary

Approved as to Form:

By: 
Michael C. Hayes, City Attorney

SIGNED AND AGREED on this _____ day of _____, 2015.

JAMES AVERY CRAFTSMAN, INC.

By: _____
Chris Avery, President and CEO

EXHIBIT A

LEGAL DESCRIPTION OF LAND

FIELD NOTES DESCRIPTION FOR 23.38 ACRES OF LAND OUT OF
THE AP 29, LLC LAND ALONG STATE HIGHWAY NO. 27 IN KERR
COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 23.38 acres, more or less, out of F. Rodriguez Survey No. 72, Abstract No. 280 in Kerr County, Texas; part of a certain 29.15 acre tract conveyed from Amegy Bank National Association to AP 29, LLC by a Special Warranty Deed executed the 29th day of March, 2013 and recorded in File No. 13-02298 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an unmarked point in a fence, the northwest line of said 29.15 acre tract for the north corner of the herein described tract; which point bears: 349.42 ft. S27°31'37"W from 1/2" iron stake found for the north corner of 29.15 acre tract; and approximately, 5285 ft. North and 1536 ft. West from the southeast corner of said Survey No. 72;

THENCE, upon, over and across said 29.15 acre tract S52°11'40"E, 982.25 ft. to an unmarked point in its east line for the east corner of the herein described tract;

THENCE, with the east line of said 29.15 acre tract: 74.50 ft. along the arc of a 23°45' curve to the right subtended by a 17°41'47" central angle and 241.21 ft. radius (long chord: S10°57'51"W, 74.21 ft.) to a 1/2" iron stake found at its end; S19°48'48"W, 295.07 ft. to a fence angle post; S20°19'58"W, 15.74 ft. to a fence angle post; S52°47'18"W, 795.55 ft. to a fence angle post; and S55°38'25"W, 209.17 ft. to a 1/2" iron stake found on the east bank of the Guadalupe River for the south corner of the herein described tract and 29.15 acre tract;

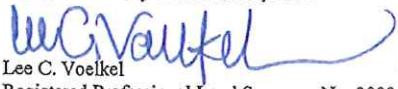
THENCE, along the east bank of the said Guadalupe River with the southwest line of the said 29.15 acre tract: N17°53'04"W, 86.02 ft. to an unmarked point; N17°20'46"W, 438.90 ft. to a 1/2" iron stake found at the base of a 34" diameter Cypress tree; N09°14'47"W, 204.76 ft. to a found 1/2" iron stake; and N08°58'14"W, 164.18 ft. to a 1/2" iron stake found for the west corner of the herein described tract and 29.15 acre tract;

THENCE, with the northwest line of said 29.15 tract N27°31'37"E., 790.95 ft. to the PLACE OF BEGINNING.

I hereby certify that this field notes description and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown.

(Bearing basis = True north based on GPS observations)

Dated this 3rd day of November, 2014

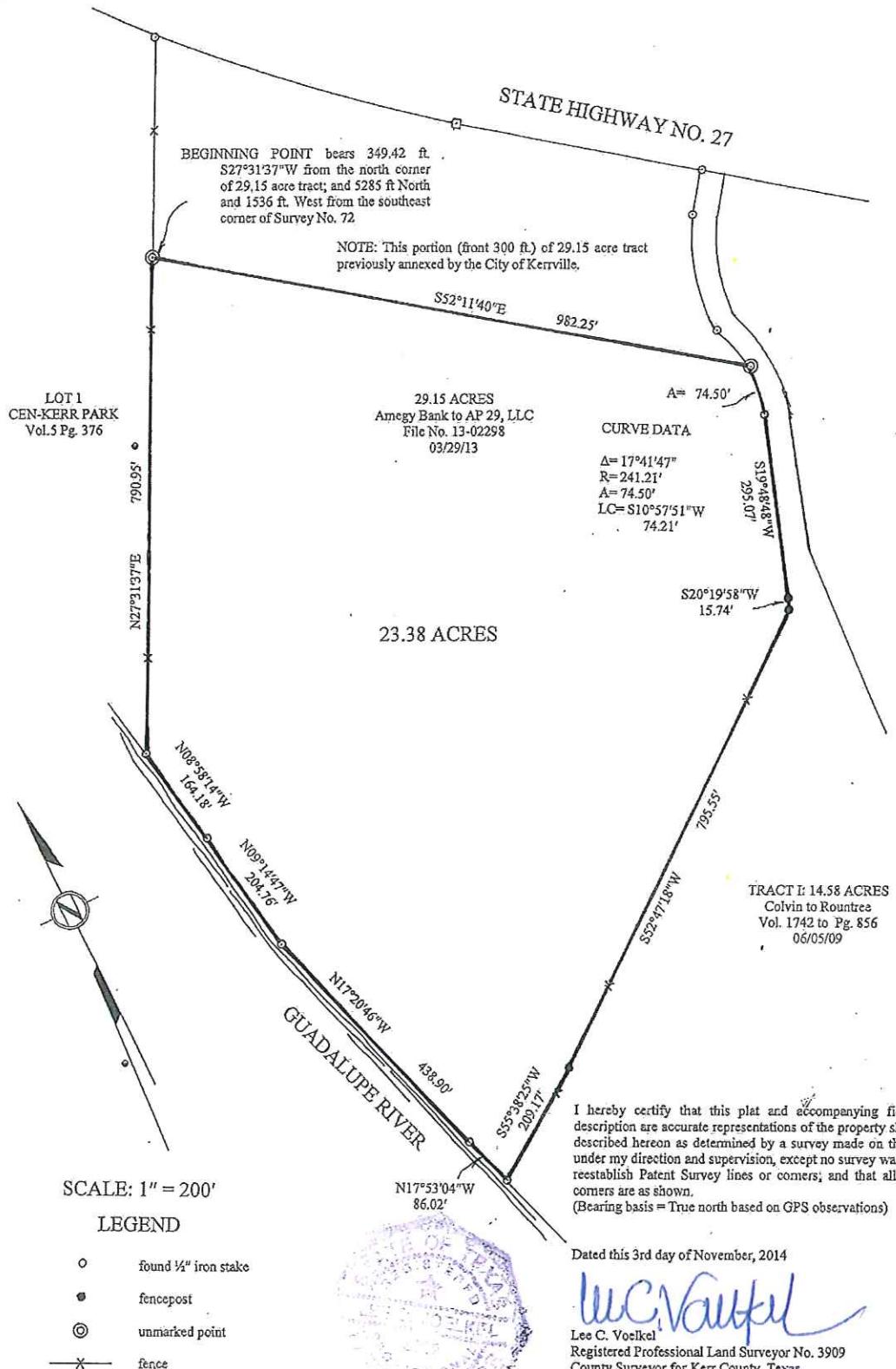

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



VOELKEL

LAND SURVEYING, PLLC • PHONE: 830-257-3313 • 212 CLAY STREET, KERRVILLE, TEXAS 78028

SURVEY PLAT FOR 23.38 ACRES OF LAND, MORE OR LESS, OUT OF F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280 IN KERR COUNTY, TEXAS; PART OF A CERTAIN 29.15 ACRE TRACT CONVEYED FROM AMEGY BANK NATIONAL ASSOCIATION TO AP 29, LLC BY A SPECIAL WARRANTY DEED EXECUTED THE 29TH DAY OF MARCH, 2013 AND RECORDED IN FILE NO. 13-02298 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS



Agenda Item:

5B. Fiscal year 2015-2016 budget for the Kerrville-Kerr County Airport Advisory Board.(Stephen King and Bruce McKenzie)

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

SUBJECT: Kerrville-Kerr County Airport Budget

FOR AGENDA OF: May 12, 2015

DATE SUBMITTED: April 6, 2015

BB
SUBMITTED BY: Bruce McKenzie
Airport Manager

CLEARANCES:

EXHIBITS:

AGENDA MAILED TO: FY 2015-2016 Budget approved by the Joint Airport Board

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The Kerrville-Kerr County joint Airport Board would like to present the FY 2015-2016 Airport budget for approval.

RECOMMENDED ACTION

This item is for discussion and possible action. The Joint Airport Board would like to respectfully request approval of the FY 2015-2016 Airport Budget.

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

BUDGET FOR FY 2015-2016

Version 5

Revenues	47-AIRPORT	WITH BUDGET COMPARISON 2010-2014						2015 Budget	2015 Spent	2015 % Spent	2016 Proposed Budget	Notes
		2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	Approved					
INTERGOVERNMENTAL REVENUE												
47-300-602	KERR COUNTY	601,850	228,572	110,000	90,401	80,401	47,478.5	19,783	42%	35000		
47-300-603	KERRVILLE	391,732	250	110,000	90,401	80,401	47,478.5	19,783	42%	35000		
47-300-604	GRANTS	0	0	0	0	0	0	0	0	0		
TOTAL INTERGOVERNMENTAL REVENUE		993,582	228,822	220,000	180,802	160,802	94,957	92,958	70,000			
LEASE/RENTAL INCOME												
47-325-301	AIRPORT LAND LEASES	102,318	112,461	119,602	116,730	118,128	150,648	50,050	33%	127,950		
47-325-601	BRINKMAN HANGAR LEASES	12,206	15,125	12,639	12,576	13,486	14,461	0	24,600	64,800		
47-325-602	TERMINAL LEASES	43,644	47,238	42,550	47,744	42,500	98,400	50,701	52%	102,900		
47-325-603	T-HANGAR LEASES	3,165	3,585	3,592	3,935	3,528	3,528	1,408	40%	3,568		
47-325-604	VEHICLE RENTAL SURCHARGE	2,737	1,320	610	715	660	660	275	42%	660		
47-325-605	T-HANGAR STORAGE FACILITY LEASES											
47-325-625	PARKING LOT LEASES											
TOTAL LEASE/RENTAL INCOME		164,070	179,730	178,993	187,701	184,302	273,697	137,655	321,785			
REIMBURSEMENT												
47-350-601	FUEL FLOW FEES	30,132	31,712	30,811	36,424	35,310	35,310	12,613	36%	32,877		
47-350-602	OTHER	0	86	296	0	0	0	0	0	0		
TOTAL REIMBURSEMENT		30,132	31,798	31,107	36,424	35,310	35,310	12,613	32,877			
INTEREST INCOME												
47-380-601	INTEREST INCOME	2,661	137	132	100	100	100	17	17%	100		
TOTAL INTEREST INCOME		2,661	137	132	100	100	100	17	17%	100		
TRANSFER IN												
47-390-610	TRANSFER IN	95,249	0	0	0	0	0	0	0	0		
TOTAL TRANSFER IN		95,249	0									
***TOTAL REVENUES ***												
		1,285,693	440,487	430,232	405,027	380,514	404,064	243,252	0	424,762	0	

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

BUDGET FOR FY 2015-2016

WITH BUDGET COMPARISON 2010-2014

Expenses		County		2010		2011		2012		2013		2014		Approved		2015		2015		2016	
		Actual	Budget	Spent	Spent	Spent	Budget	Proposed	Notes												
SALARIES & BENEFITS																					
47-700-101	AIRPORT MANAGER	76,000	80,000	81,833	82,447	84,260	84,260	84,260	84,260	84,260	84,260	84,260	84,260	33,349	33,349	33,349	40%	40%	84260		
47-700-102	OFFICE PERSONNEL PART TIME	23,494	25,144	27,954	23,584	26,536	26,536	26,536	26,536	26,536	26,536	26,536	26,536	10,502	10,502	10,502	40%	40%	26536		
47-700-104	AIRPORT MAINTENANCE STAFF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
47-700-205	OVERTIME	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
47-700-201	FICA	7,611	8,020	8,374	11,042	11,628	11,628	11,628	11,628	11,628	11,628	11,628	11,628	4,737	4,737	4,737	41%	41%	11897		
47-700-202	GROUP INSURANCE	8,063	7,860	7,010	12,820	15,720	15,720	15,720	15,720	15,720	15,720	15,720	15,720	5,768	5,768	5,768	37%	37%	15920		
47-700-203	RETIREMENT	10,954	11,542	12,414	15,768	15,444	15,768	15,768	15,768	15,768	15,768	15,768	15,768	7,699	7,699	7,699	49%	49%	16110		
47-700-204	WORKMAN'S COMP	0	2,700	1,778	3,208	3,033	3,300	3,300	3,300	3,300	3,300	3,300	3,300	642	642	642	19%	19%	3300		
47-700-206	UNEMPLOYMENT INSURANCE	0	0	0	0	0	0	0	0	0	0	0	0	250	250	250	0	0	250		
TOTAL SALARIES & BENEFITS		126,122	135,265	139,362	187,651	198,073	76,964	76,964	76,964	62%	62%	202,993									
AIRPORT																					
47-800-008	PROFESSIONAL DEVELOPMENT	5,070	6,687	5,697	5,503	4,462	6,000	6,000	6,000	6,000	6,000	6,000	6,000	2,192	2,192	2,192	37%	37%	6000		
47-800-010	PROFESSIONAL SERVICES - aka "Special \$	0	8,307	8,984	18,260	28,581	20,000	20,000	20,000	20,000	20,000	20,000	20,000	-21,081	-21,081	-21,081	-105%	-105%	20000		
47-800-101	OFFICE SUPPLIES	2,180	1,049	1,502	1,488	1,449	1,500	1,500	1,500	1,500	1,500	1,500	1,500	575	575	575	38%	38%	1500		
47-800-102	SMALL TOOLS AND EQUIPMENT	523	5,352	4,867	2,965	2,998	3,000	3,000	3,000	3,000	3,000	3,000	3,000	1,853	1,853	1,853	62%	62%	3000		
47-800-103	CHEMICAL AND MEDICAL SUPPLIES	3,919	4,000	1,680	522	3,881	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0	0	0	0%	0%	4000		
47-800-104	FUEL AND OIL SUPPLIES	514	3,603	4,595	3,475	3,901	4,500	4,500	4,500	4,500	4,500	4,500	4,500	480	480	480	11%	11%	4500		
47-800-105	FOOD SUPPLIES	903	94	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
47-800-106	JANITORIAL SUPPLIES	2,318	2,025	1,529	1,784	2,189	2,000	2,000	2,000	2,000	2,000	2,000	2,000	547	547	547	27%	27%	2000		
47-800-107	POSTAGE	451	71	-15	186	200	500	500	500	500	500	500	500	70	70	70	14%	14%	500		
47-800-108	UPS/FED-EX	0	0	0	43	0	0	0	0	0	0	0	0	0	0	0	0%	0%	500		
47-800-109	COMPUTER SOFTWARE	0	0	0	0	237	1,000	500	500	500	500	500	500	0	0	0	0%	0%	3000		
47-800-110	SOD, SEED, PLANTING, LANDSCAPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
47-800-112	WEARING APPAREL	0	0	0	0	1,740	1,973	2,000	2,000	2,000	2,000	2,000	2,000	706	706	706	35%	35%	2000		
47-800-201	MOWING CONTRACT	29,864	25,771	31,622	22,537	37,593	45,000	45,000	45,000	45,000	45,000	45,000	45,000	7,500	7,500	7,500	17%	17%	45000		

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD
 BUDGET FOR FY 2015-2016
 WITH BUDGET COMPARISION 2010-2014

TERMINAL		County		2010		2011		2012		2013		2014		2015		2015		2016		
		Actual	Actual	Actual	Approved	Budget	Spent	Spent	Spent	Spent	Proposed	Notes								
47-801-101	SUPPLIES																			
47-801-300	PHONE SERVICES - Term phones & Fire A	0		0		0		0		0		0		0		0		0		
47-801-301	LIGHT & POWER	575		331		300		225		500		0		0		0		0	500	
47-801-302	PROPANE GAS	10,454		9,482		9,421		9,247		10,219		11,000		3,802		3,802		3,802	35%	11000
47-801-303	WATER & SEWER	4,407		4,281		3,236		3,947		4,499		6,000		3,039		3,039		3,039	51%	7500
TOTAL 01-TERMINAL		2,263		2,710		2,284		1,584		1,874		2,750		1,173		1,173		1,173	43%	2750
		17,699		16,803		15,241		15,079		16,817		20,250		8,014		8,014		8,014	21,750	

*** TOTAL EXPENSES ***

REVENUE OVER/(UNDER) EXPENDITURES

(77,202) 2,296 18,765 70,274 1,100 31,476 (39,385) -

M&O EXPENDITURES

665,978 438,191 411,468 334,753 376,404 404,064 116,888 424,762

424,762

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

BUDGET FOR FY 2015-2016

WITH BUDGET COMPARISON 2010-2014

Revenues	County		2013		2014		2015		2015		Proposed Budget	Notes
	2010 Actual	2011 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Budget	Spent	Budget	Spent	Budget		
48 - AIRPORT CAPITAL												
Reimbursement												
48-350-100	CAPITAL GRANTS - TXDOT REIMBURSEMENT FM TX DOT	7,196,490 54,543	0 50,000	0 48,350	0 49,423	0 50,000	0 0	0 0	0 0	0 0	0 50,000	0
TOTAL Reimbursement		7,251,033	50,000	48,350	49,423	50,000	26,202	0	0	0	50,000	
<hr/>												
Intergovernmental												
48-351-100	KERR COUNTY RAMP GRANT M	0	25,000	25,000	25,000	25,000	0	0	0	25,000	25,000	25,000
48-351-101	CITY OF KVILLE RAMP GRANT	0	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
48-351-102	KERR COUNTY PROJECT MATCH	0	0	0	0	21,178	0	0	0	0	0	0
48-351-103	CTY OF KERRVILLE PROJECT MATCH	0	0	0	0	21,178	0	0	0	0	0	0
TOTAL Intergovernmental		0	50,000	50,000	92,356	50,000	0	50,000	50,000	50,000	50,000	
Interest												
48-360-100	INTEREST EARNINGS	0	121	0	0	0	7	0	0	0	0	0
TOTAL Transfers In		0	121	0	0	0	0	0	0	0	0	
Transfers In												
48-500-100	TRANSFER IN - GENERAL	0	-4,293	0	0	0	0	0	0	0	0	0
48-500-110	TRANSFER IN - AIRPORT	376,364	0	0	0	0	0	0	0	0	0	0
48-500-115	TRANSFER IN	0	0	0	0	0	0	0	0	0	0	0
TOTAL Transfers In		376,364	-4,293	0	0	0	0	0	0	0	0	
TOTAL REVENUES		7,627,397	95,828	98,350	100,000	0	50,000	0	50,000	100,000	0	

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

BUDGET FOR FY 2015-2016

WITH BUDGET COMPARISON 2010-2014

WWW.BEET.COM | SEMI-AUTOMATION 2010-2014

Agenda Item:

5C. Professional services agreement with Freese and Nichols for project services for direct potable reuse project-Phase 1. (staff)

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

SUBJECT: Authorize the City Manager to execute a Professional Services Agreement with Freese and Nichols to provide engineering services related to the Phase 1 evaluation of Direct Potable Reuse in an amount not to exceed \$105,000.00.

FOR AGENDA OF: May 12, 2015

DATE SUBMITTED: May 7, 2015

SUBMITTED BY: Kristine Day
Deputy City Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Professional Services Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number: Project # U09 71-15002 71-800-306
\$105,000.00	\$179,555.54	\$179,555.54	

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

At the June 10, 2014 City Council Special Meeting, Freese and Nichols (FNI) presented the Feasibility Study for the Reuse Ponds. The 105MG pond would allow the City to supply potential contract reuse water users and still have additional water for use as a potable supply. At that time, City Council directed staff to bring back a design contract for the construction of the Reuse Ponds and also continue to evaluate the feasibility of additional pond storage or other water sustainability ideas for effluent such as Direct Potable Reuse (DPR). DPR is the process of treating effluent water to drinking water standards for use as a potable water supply. After the construction of the Reuse Pond, the City will still send approximately 200MG of effluent downstream in the river during the winter months.

Staff has been working with FNI, as well as TCEQ, to develop a scope to study the feasibility of Direct Potable Reuse (DPR). In order to further diversify our potable water sources, staff and FNI have worked with TCEQ on the prospect of treating and storing this water into our ASR system. TCEQ is considering each DPR project on a case by case basis and in our situation, DPR into an ASR would be the first in the state. As a result, TCEQ has asked for approximately one year of water quality sampling from our effluent prior to implementing any pilot testing or moving into any design phase. FNI has confirmed that TCEQ will allow the City to place DPR into the ASR system and preliminarily will not require any blending of potable water prior to storage in ASR. Blending has been a requirement of all current DPR projects in Texas but those projects are placing the DPR

water immediately back into the distribution system. With this confirmation, staff felt the next logical step would be to sample the water as required by TCEQ and to have a better understanding of a water treatment process based on the sampling results. The construction of the reuse ponds are critical to viability of storage of DPR into ASR due to possible treatment by-products, steady volume of water for the treatment plant and conservative as well as cost effective sizing of the treatment plant.

The scope of the Phase 1 Direct Potable Reuse will include the following:

Water Quality Characterization

Comprehensive review of the treatment data for the City's existing treated effluent.

Developing, managing and coordinating a water sampling program as defined by TCEQ. This portion of the task will have a one year duration period. The sample list is attached to the scope of services and samples will be sent to multiple labs throughout the state for testing.

Mid-year meeting with TCEQ to review sampling results and discuss options for treatment processes.

Treatment Process Evaluation

Evaluate two treatment processes prior to storage of DPR into an ASR system. Treatments include analyzing pathogen removal and other possible removals or reductions required.

Coordinate with TCEQ for acceptability of process treatment.

Phase 2 of this project would be to look at potential cost estimates, sizing of treatment plant for DPR, evaluation of the City's ASR system, potential associated with the information provided in phase 1.

RECOMMENDED ACTION

Staff recommends authorizing the City Manager to enter into a Professional Services Agreement with FNI to provide engineering services related to the Phase 1 evaluation of Direct Potable Reuse in an amount not to exceed \$105,000.00.

PROFESSIONAL SERVICES AGREEMENT

[FIRM: Freese and Nichols | PROJECT-SERVICES: Direct Potable Reuse - Phase 1]

THIS AGREEMENT is entered into the _____ day of _____, 2015 (“Effective Date”), by and between the **CITY OF KERRVILLE, TEXAS** (“CITY”) and **FRESESE AND NICHOLS**, (“CONSULTANT”), and at times, collectively referred to herein as “parties”.

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

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

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT'S SERVICES

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

II. CONSULTANT'S RESPONSIBILITIES

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

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

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

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

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

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

III. CITY'S RESPONSIBILITIES

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

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

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

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

E. CITY designates **KYLE BUROW, ACTING CITY ENGINEER, (830) 258-1410** as its representative authorized to act on its behalf with respect to the Project.

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Payment Schedule, attached hereto and incorporated herein as **Exhibit A**. The amount will not exceed **\$105,000.00**.

V. TIME FOR PERFORMANCE

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

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

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

VI. DOCUMENTS

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

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

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

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

VII. TERMINATION

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

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

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

VIII. INSURANCE

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

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

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

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

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

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

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

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

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

Exhibit A Scope of Services

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

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

Freese and Nichols
BY: _____
TITLE: _____
ADDRESS: 4040 Broadway, Suite 600
San Antonio, Texas 78209

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

OWNER
THE CITY OF KERRVILLE

BY: _____
NAME: TODD PARTON,
TITLE: CITY MANAGER

CONSULTANT
FREESE AND NICHOLS

BY: _____
NAME: _____
TITLE: _____

EXHIBIT A
City of Kerrville
Direct Potable Reuse Phase 1
SCOPE OF SERVICES

The Direct Potable Reuse Phase 1 includes the evaluation of a potential DPR option to treat the City's water reclamation treatment facility's (WRTF) effluent to drinking water standards and subsequently store this treated water into future aquifer, storage and recovery (ASR) wells. This DPR concept includes no treated water blending prior to or after storage in the ASR.

A. Project Management

- A1. Conduct Kickoff Meeting with City: FNI will conduct and document a kick-off meeting with the City to discuss project goals, scope, schedule, milestones, and action items. FNI will coordinate this kickoff meeting's timing so that initial site investigations can be done on the same day. FNI will submit a data request memorandum outlining the data needs and schedule for the project.
- A2. In-Person City Meetings: Up to two (2) in-person review meetings with the City following initial draft deliverables for TM #1 and TM #2 and including meeting documentation (minutes, sign-in sheet, action items, decisions made).
- A3. In-Person TCEQ Meetings: Up to two (2) in-person meetings with TCEQ for Task C coordination efforts and following the revised draft deliverable for TM #2. Meeting documentation (minutes, sign-in sheet, action items, decisions made) will be included.
- A4. Conference Calls: Up to three (3) conference calls with the City and TCEQ following submittal of the Draft Sampling Plan, Revised Draft Sampling Plan, and the Revised Draft TM #1.
- A5. City Council Presentation: Up to one (1) City Council meeting to present the summary and findings of TM #1 and TM #2.

B. Water Quality Characterization

- B1. FNI will perform an initial investigation to determine the required sampling program for the source water characterization (WRTF treated effluent). This investigation will include:
 - i. Reviewing City's Existing Data Collection
 - ii. Coordinating with the Texas Commission on Environmental Quality (TCEQ) on Required Samples and Sampling Duration
 - iii. Reviewing the list of required constituents to be sampled for reverse osmosis (RO) modeling
 - iv. Conducting a gap analysis on City's current sampling capability
- B2. FNI will prepare a Draft Sampling Plan for submittal to the City prior to sampling efforts taking place. This sampling plan will also include a sample site map.
- B3. After the review period, FNI will consult with the City to review comments (conference call). FNI will prepare comment response form and then submit Revised Draft Sampling Plan to the City and TCEQ.
- B4. After the review period, FNI will consult with both the City and TCEQ to review comments (conference call). FNI will prepare comment response form if additional comments are received and then submit Final Sampling Plan to the City and TCEQ.
- B5. Upon TCEQ approval, FNI will coordinate with the City for implementation of the sampling program. FNI's effort includes an explanation of the sampling program, sampling protocol, roles and responsibilities of FNI and the City, and coordination with the different laboratories. The sampling period is estimated to be up to one (1) year in duration. FNI will contract directly with the laboratories for all testing efforts (laboratory testing, shipments of all samples, coordination for all bottle/labels).
- B6. As sampling data is received over the course of the sampling period, FNI will log results in a master sampling results tracking spreadsheet.
- B7. Upon receipt of the final sampling data, FNI will summarize results and prepare Draft Technical Memorandum (TM) #1 - Water Quality Characterization for delivery to the City.
- B8. After review period, FNI will meet with the City to review comments. FNI will prepare a comment response form and then submit the Revised Draft TM #1 to the City and TCEQ.

B9. After review period, FNI will consult with both the TCEQ and City to review comments (conference call). FNI will prepare a comment response form if additional comments are received and then submit the Final TM #1 to the City and TCEQ.

C. Treatment Process Evaluation

C1. FNI will conduct a treatment process evaluation for the DPR option including:

- i. Describing two (2) alternative process treatment trains for potable reuse to be injected into ASR wells.
 1. Microfiltration/Reverse Osmosis/Advanced Oxidation Process (MF/RO/AOP)
 2. Ozone/Biological Aerated Filter/Advanced Oxidation Process (Ozone/BAF/AOP)
- ii. Analyzing expected pathogen removal and other source water constituent removal/reductions
- iii. Coordinating with TCEQ for acceptability of process treatment train alternative(s). Interaction with TCEQ includes phone calls/emails and also up to one (1) in-person meeting at TCEQ's office.

C2. FNI will summarize results and prepare Draft TM #2 - Treatment Process Evaluation for delivery to the City. This TM #2 will also include a simple description of the DPR concept.

C3. After review period, FNI will meet with the City to review comments. FNI will prepare comment response form and then submit Revised Draft TM #2 to the City and TCEQ.

C4. After review period, FNI will meet with both the City and TCEQ at the TCEQ to review comments. FNI will prepare comment response form if additional comments are received and then submit Final TM #2 to the City and TCEQ.

Deliverables

Sampling Plan, Technical Memorandum #1 and Technical Memorandum #2

- a. Draft
 - i. City – One (1) E-file and five (5) hard copies
- b. Revised Draft and Final
 - i. City – One (1) E-file and five (5) hard copies
 - ii. TCEQ – One (1) E-file and two (2) hard copies

Schedule for Phase I DPR

1. Task B Sampling Plan
 - a. Draft – 30 days after NTP
 - b. Revised Draft – 2 weeks after review meeting with City
 - c. Final – 2 weeks after review meeting with City and TCEQ
2. Technical Memorandum #1
 - a. Draft – 425 days after NTP
 - b. Revised Draft – 3 weeks after review meeting with City
 - c. Final – 3 weeks after review meeting with City and TCEQ
3. Technical Memorandum #2
 - a. Draft – 210 days after NTP
 - b. Revised Draft – 3 weeks after review meeting with City
 - c. Final – Same schedule as Final TM #1

Summary of Phase I DPR Lump Sum Fee

Task A – Project Management, Meetings, Presentations	\$ 25,300
Task B – Water Quality Characterization	\$ 51,400
Task C – Treatment Process Evaluation	<u>\$ 28,300</u>
TOTAL:	\$105,000

Attachment – Proposed Samples

Microbes	Annual Frequency
<i>Bacteria</i>	
Total Coliform, E. Coli	12
Heterotrophic Plate Count	4
<i>Viruses</i>	
Enteric/Norovirus	4
<i>Protozoans</i>	
Cryptosporidium/Giardia	4
Chemicals	Annual Frequency
<i>Disinfection Byproducts</i>	
Total Trihalomethanes	12
Haloacetic Acids	4
<i>Inorganic Chemicals</i>	
Nitrate and Nitrite (as Nitrogen)	12
Metals	4
Minerals	12
Cyanide	12
Sodium	12
Free Available Ammonia (as nitrogen)	12
Asbestos	4
<i>Organic Chemicals</i>	
Volatile Organic Chemicals	2
Synthetic Organic Chemical Semivolatiles Group	2
SOC Chlorinated Acid Group	2
SOC N-Methylcarbamoyloximes and N-Methylcarbamates Group	2
EDP/DBCP	2
Glyphosate	2
2,3,7,8-TCDD (Dioxin)	2
Diquat	2
Endothall	2
Other Constituents	Annual Frequency
Alkalinity	12
Hardness	12
Total Suspended Solids	12
pH and Temperature (by City)	365

Agenda Item:

5D. Fourth amendment to landfill operations and disposal agreement with Republic Services. (staff)

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

SUBJECT: Contract Amendments for Republic Waste Services to include the Fourth Amendment to the Landfill Operations and Disposal Agreement and the Second Amendment to the Collection Agreement for Residential Solid Waste Collection and Recyclable Materials

FOR AGENDA OF: May 12, 2015 DATE SUBMITTED: May 7, 2015

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

EXHIBITS: Fourth Amendment to the Landfill Operations and Disposal Agreement
Second Amendment to Collection Agreement for Residential Solid Waste
Collection and Recyclables Materials
Summary Table of Changes

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Below is a summary of contract changes to be presented for consideration by the City Council. All changes are consistent with the presentation to City Council on April 14, 2015.

Fourth Amendment to the Landfill Operations and Disposal Agreement

First major change is the addition of the Recycling Center to the Transfer Station.

- Hours of operation will coincide with the Transfer Station. M-F and every Saturday until 1pm.
- This change will provide single stream recycling at the Transfer Station.
- Cost to the city is \$20,000 annually for additional Republic Services staff help at the Transfer Station. This cost is subject to the CPI negotiated as part of the agreement.
- Republic Services will also charge the cost to transfer these items to the 3rd party vendor. This will be a direct cost billed to the City.
- Total savings per year to the City to make this change will be approximately \$250,000.00.
- If council moves forward with this amendment, the City will need to notify the County of a change in operation.

Change in hours of operation at the Transfer Station

- Changing from 3:50pm on Saturdays to 1pm based on the history of traffic presented by Republic Services.

Annual Rate Adjustment

- Changing the CPI from USDOL Dallas Clerical Worker to the USDOL Water, Sewer and Trash Collections, subset Garbage and Trash Collections.
- Allowing Republic Services to pass through certain costs related directly to Law changes, taxes and fees imposed.
- Rate adjustment capped at 4% annually for the above two adjustments – currently the increase is capped at 3.5%.
- Republic Services elected to delete the Extraordinary Adjustment language as it is covered in other areas of the contract. With this provision deleted, they are willing giving up any ability to terminate the contract prior to the completion date. Staff believes this is an added benefit, since this clause allowed them to terminate the contract for rate disputes.

Second Amendment to Collection Agreement for Residential Solid Waste Collection and Recyclable Materials

Change in collection method is amended as follows:

- Republic will provide either a 45 gal or 95 gal cart for waste collection to each resident. Additional carts available for a fee to the resident.
- All items will need to fit within the cart with the exception of the collection day following Christmas.
- Carts cannot exceed 100lbs in weight (i.e. no concrete, water, etc or the truck is unable to pick up with automation)
- Program will go into effect on July 1, 2015. Carts will be delivered to residents prior.

Annual clean up opportunities for Bulk Waste

- Republic will pick up bulk waste twice annually (once in the spring, once in the fall) curbside. This is one additional curbside cleanup per year.
- Republic will offer twice annually free drop off for customers at the Transfer Station. These will occur in set quarters and will require a voucher from the customer (obtained at City Hall) and proof of residency.

Residential Recyclables Collection Program

- Republic will provide either a 45 gal or 95 gal cart for recycle collection to each resident. Additional carts available for a fee to the resident.
- Republic will provide an annual calendar for pickup
- Recyclables must fit within the cart
- This will be single stream recycling – no separation required by the customer

Annual Rate Adjustment

- Changing the CPI from USDOL Dallas Clerical Worker to the USDOL Water, Sewer and Trash Collections, subset Garbage and Trash Collections.
- Allowing Republic Services to pass through certain costs related directly to Law changes, taxes and fees imposed.
- Rate adjustment capped at 4% annually for the above two adjustments- this is the same as the current cap.

- Republic Services elected to delete the Extraordinary Adjustment language as it is covered in other areas of the contract. With this provision deleted, they are willing giving up any ability to terminate the contract prior to the completion date. Staff believes this is an added benefit, since this clause allowed them to terminate the contract for rate disputes.

RECOMMENDED ACTION

Staff recommends City Council approve the contract amendments with Republic Services.

FOURTH AMENDMENT TO LANDFILL OPERATIONS AND DISPOSAL AGREEMENT

In accordance with Section X.S. of that certain *Landfill Operations and Disposal Agreement between the City of Kerrville, Texas and Allied Waste* (the “Agreement”), dated October 1, 2006, the City of Kerrville, Texas (“City”) and BFI Waste Systems of Texas, LP, D/B/A Allied Waste Services of San Antonio // Republic Services of San Antonio (“Republic Services”) agree to amend the Agreement as specified below with additions indicated by blue underlined text and deletions indicated by ~~red strikeout~~ text:

1. All references to “AW” within the Agreement are deleted and replaced with “Republic Services”.
2. Section IV. is amended as follows to add a new section B-1:

“B-1. Recycling Convenience Drop-off Station:

1. Republic Services shall operate the City’s Recycling Convenience Drop-off Station at the Transfer Station, which hours will coincide with the hours of operation for the Landfill.
2. Republic Services shall provide the City with the amount of recyclable materials in weight received at Recycling Convenience Drop-Off Station monthly, said recyclable materials to be those specified in the *Collection Agreement for Residential Solid Waste and Recyclable Materials* as entered into between the parties.
3. The City may elect to close the Recycling Convenience Drop-off Station with a 30 day written notice to Republic Services.
4. The City shall pay Republic Services the cost of its transportation of recyclable material that it collects quarterly at the Recycling Convenience Drop-off Station. This quarterly amount may fluctuate based on volumes and capacity of the trucks Republic Services uses to transfer said material. City will not be charged for containers that Republic Services uses at the Transfer Station to accept recyclables.
5. The City shall pay Republic Services the cost of labor associated with Republic Services’ operation of the Recycling Convenience Drop-off Station quarterly, which said amount will not be lower than \$20,000.00 for the 1st year and may increase each year thereafter in accordance with Section VIII.B.”

3. Section IV.G.2. is amended as follows:

“2. on each Saturday, beginning at 8:00 a.m. and ending for incoming customers at 1:00 3:50 p.m.”

4. Section VII.A.7.b.4. is amended as follows:

“(4) the Annual City-Wide Pick-up (only credited twice ~~once~~ a year).

5. Section VIII.B.1.a. is amended as follows:

“1. Annual Rate Adjustment:

a. Republic Services shall increase or decrease the rates for service effective on each October 1st of this Agreement in an amount equal to the percentage increase or decrease in the *Consumer Price Index for All Urban Consumers (Water, Sewer, and Trash Collection Services, subset Garbage and Trash Collections) U.S. City Average*, as published by United States Department of Labor, Bureau of Statistics (the “CPI”). Rates will be adjusted using the most recently available 12 months average CPI for the preceding year compared to the 12 months immediately preceding. For example, if the CPI price increase or decrease is scheduled for October 1, 2015, and the notification is scheduled for July 1, 2015, and the latest CPI index available is the month of May, 2015 the CPI price increase percentage would be computed as the percentage change from:

$$\frac{\text{The average CPI for the 12 months - June 2014 through May, 2015}}{\text{against}}$$

$$\text{The average CPI for the 12 months - June 2013 through May, 2014}$$

~~Beginning October 1, 2008 for the Disposal Rates and on October 1 of each year thereafter, each rate specified in Exhibit A, may be adjusted by Republic Services as follows:~~

a. ~~said rates shall be increased or decreased by the greater of the percentage increase or decrease, if any, as per the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All items, for Urban Wage Earners and Clerical Workers, Dallas/Fort Worth Seasonally Adjusted.~~

b. ~~said rates shall be increased or decreased by the greater of the percentage increase or decrease, if any, as per the United States Department of Energy (DOE) and the Energy Information Administration (ETA) from May to May. Such adjustment shall be calculated as the net percentage change and shall be capped at and no greater than 10%. Following the Opening Day, the 10% cap shall increase to 20%. Republic Services shall use the index that is calculated for diesel fuel and is applicable to the Gulf Coast Region.~~

6. Section VIII.B.1. is amended to add new subsections as follows:

- “d. Republic Services may pass through certain cost increases directly to the City to adjust for increases in cost experienced by Republic Services due to changes in Law and changes in taxes, fees, or other governmental charges, but not to include taxes on revenue or property (real estate or personal) or annexations by the City of additional territory.”
- e. Republic Services may petition the City Council at any time for additional rate and price adjustments on the basis of unusual changes in its cost of operations, such as revised Laws, changes in location of disposal sites, and for other reasons. Such rate adjustments shall be subject to the review and approval of the City Council.
- f. Republic Services shall not seek any rate or price adjustment on the basis of any penalty or fine assessed against Republic Services for failure to comply with any new or existing Law.
- g. Republic Services’ request pursuant to this section must be accompanied by documentation which identifies the specific Law causing the cost increase, details the cost impact of such Law, and contains such other information as City may reasonably request. The City Council shall consider such request upon review of all data provided to the City by Republic Services to justify such increase.”

7. Section VIII.B.2. is amended as follows:

“2. Adjustment Caps: The accumulative rate adjustment from VIII.B. shall not exceed 4.0 percent for any given year. If, however, the May CPI justifies greater than a 4.0 percent increase, Republic Services may petition the City Council for approval of a greater increase ~~Notwithstanding anything contained in Section VIII.B.1., above, and excluding any rate increase based upon VIII.B.1.b., above, any increase authorized therein shall not exceed 3.0% of the Disposal Rates for any year until October 1, 2011, when said cap shall increase to 3.5% for any year.”~~

8. Section VIII.B.3 is amended as follows:

“3. Rate Adjustment Notification: Beginning on July 1, 2016, and on or before July 1 of each year thereafter, Republic Services shall notify the Director of Republic Services’ intent to adjust the fees to be charged pursuant to Section VIII.B.1., above, ~~On or before July 1 of each year, Republic Services shall notify the Director of Republic Services’ intent to adjust the fees to be charged pursuant to Section this VIII.B.,~~ which notice shall include at a minimum:

- a. the CPI index value for May as defined in Section VIII.B.1.a., above;

- b. the CPI index value for the month of May of the year in which the adjustment is to take place;
- c. the percentage change in the two indexes;
- d. the composite percentage change equal to 90% of the percentage change;
- e. the increase or decrease in the fees which may be charged by Republic Services; and
- f. include the same format as **Exhibit A.**"

9. Section VIII.E. is amended as follows:

E. Extraordinary Adjustments: ~~In addition to the adjustments allowed pursuant to this Article, and beginning October 1, 2008, Republic Services may request that the City Council approve an increase in the Disposal Rates in order to recoup any increases in extraordinary expenses in Republic Services' actual cost of operations resulting solely from any Law that is enacted following the Effective Date of this Agreement, which may include only that portion of an increased fee on an existing law. For purposes of this Section, the phrase "extraordinary expenses" for which Republic Services may seek an increase in rates shall mean an increase in costs which are greater than 5% above Republic Services' current annual cost for its Landfill or Transfer Station services. However, "extraordinary expenses" shall not include any penalty or fine assessed against Republic Services for failure to comply with any new or existing Law or regulation nor shall any such adjustment exceed 5%. Republic Services' request pursuant to this section shall be accompanied by documentation which identifies the specific Law causing the cost increase, details the cost impact of such regulations and contains such other information as City may reasonably request. The City Council shall consider such request upon review of all data provided to the City by Republic Services to justify such increase. If the City Council and Republic Services are unable to agree on the appropriateness, amount and/or timing of any such adjustment within 60 days after City receives Republic Services' request and all required supporting documentation and information, the City Council may, at its sole option notify Republic Services of City's determination that additional negotiations will be unproductive, in which event Republic Services shall have the right to terminate this Agreement upon not less than nine months prior written notice to City. If the City Council fails to make any election within 120 days after initial receipt by City of Republic Services' request for notice of the proposed increase and all required supporting documentation and information, City shall be deemed to have denied such increase, in which event Republic Services shall have the right to terminate this Agreement upon not less than 9 months prior written notice to City.~~

~~In the event Republic Services elects to terminate this Agreement as set forth in this section, all provisions of this Agreement concerning Republic Services' responsibilities for handling of any waste of which Republic Services has taken title, custody or control, shall survive such termination.~~

10. Except as amended herein, the Agreement shall remain in full force and effect. The parties acknowledge and agree that revisions may be made in the formatting of the Agreement to account for the amendments adopted herein, to include renumbering and relettering, but that no substantive changes will be made other than the aforementioned amendments. In the case of a conflict in meaning between the Agreement and this Fourth Amendment, this Fourth Amendment will prevail.

Executed effective as of _____ day of _____, 2015.

CITY OF KERRVILLE, TEXAS

By: _____
Todd Parton
City Manager

BFI WASTE SERVICES OF TEXAS, L.P.
By: Allied Waste Landfill Holdings, Inc.
("Republic Services")
General Partner

By: _____
(name)

(title)

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Revised Exhibit A
City of Kerrville, Texas
Rates Effective July 1, 2015
PI for 2015 will be waived

Residential	\$7.82
Disposal Pass Through	\$4.69
Composting	\$2.12
Recycling	\$3.49
Total	\$18.12

Mobile Home Service	\$6.37
Disposal Pass Through	\$4.69
Composting	\$2.12
Recycling	\$3.49
Total	\$16.67

Special Collection Services (Prices include Disposal)

Toter Exchange (after January 1, 2016)	\$25.00
Replacement Toter (damaged or lost by customer)	\$50.00
Out of Cycle Brush or Bulk Trash	
First 2 yards	\$50.00
Subsequent Yd	\$25.00
Animal pick up (greater than 10 pounds)	\$50.00
Additional Toter (monthly)	\$5.00

Fourth Amendment to Landfill Operations and Disposal Agreement

Amendment	Current	Proposed	Contract Section
Change contractor name	AW - Allied Waste	Republic Services	Entire Contract
Add new section for Recycling Drop-Off Station	N/A	Republic Services to operate Recycling Drop-Off Station - Hours to coincide with Transfer Station	IV.B-1.1.
Add new section for Recycling Drop-Off Station	N/A	Republic Services to provide the amounts received at the Recycling Drop-Off Station	IV.B-1.2.
Add new section for Recycling Drop-Off Station	N/A	City may elect to close the Recycling Drop-Off Station with a 30-day notice to Republic Services	IV.B-1.3.
Add new section for Recycling Drop-Off Station	N/A	City shall pay Republic Services the cost to transport recyclables from the Recycling Drop-Off Station	IV.B-1.4.
Add new section for Recycling Drop-Off Station	N/A	City shall pay Republic Services the cost for labor associated with operations - (\$20,000-subject to rate adjustment)	IV.B-1.5
Revise hours of operation for Saturday	open - 8:00 a.m. until 3:50 p.m.	open - 8:00 a.m. until 1:00 p.m.	IV.G.2.
Surcharge credit	Annual City Wide pick up credited once per year	Annual City Wide pick up credited twice per year	VII.A.7.b.4.
Include new CPI to determine annual rate adjustment and remove Fuel Index	Adjustments based on CPI for Dept. of Labor, All items, for Urban Wage Earners and Clerical Workers, and Dept. of Energy Index	Adjustments based on increase or decrease of only the CPI for Water, Sewer, and Trash Collection Services, subset Garbage and Trash Collections Index	VIII.B.1.

Fourth Amendment to Landfill Operations and Disposal Agreement

Amendment	Current	Proposed	Contract Section
Add new sub-section to include other requested increases	N/A	Republic Services may pass through certain cost increases due to change in law and taxes, fees, or other Govt. charges but not to include revenue/property taxes	VIII.B.1.d.
Add new sub-section to allow Republic Services to petition City Council	N/A	Republic Services may petition at any time for additional rate adjustments on basis of unusual changes. Such adjustments shall be subject to review and approval of City Council	VIII.B.1.e.
Add new sub-section to include provisions for rate adjustments	N/A	Republic Services shall not seek any rate adjustments based on any penalty or fine assessed against them	VIII.B.1.f.
Add new sub-section requiring documentation for requested adjustments	N/A	Republic Services shall provide documentation justifying the requested rate adjustment and is subject to additional information requested by City Council	VIII.B.1.g.
Adjustment Caps	3.5% cap on any adjustments	The accumulative rate adjustment from VIII.B. shall not exceed 4%. Republic Services may petition if the CPI justifies greater than a 4% increase	VIII.B.2.
Rate Adjustment notification		Notification date for adjustment shall be made on or before July 1 of each year and is based on two indexes	VIII.B.3.

Fourth Amendment to Landfill Operations and Disposal Agreement

<i>Amendment</i>	<i>Current</i>	<i>Proposed</i>	<i>Contract Section</i>
Delete Extraordinary Adjustments	Adjustments are based on change in law, and any other unusual changes and shall be approved by City Council. Includes a clause that allows Republic Services to terminate contract within a certain time frame if both parties	Has been revised and adjustments are now included in VIII.B.1. The clause that allows Republic Services to terminate contract has been removed	VIII.E.

Agenda Item:

5E. Second amendment to collection agreement for residential solid waste collection and recyclable materials with Republic Services. (staff)

**SECOND AMENDMENT TO COLLECTION AGREEMENT
FOR RESIDENTIAL SOLID WASTE COLLECTION
AND RECYCLABLE MATERIALS**

In accordance with Section IX.R. of that certain *Collection Agreement for Residential Solid Waste and Recyclable Materials between the City of Kerrville, Texas and Allied Waste* (the "Agreement"), dated August 22, 2006, the City of Kerrville, Texas ("City") and BFI Waste Systems of Texas, LP, D/B/A Allied Waste Services of San Antonio // Republic Services of San Antonio ("Republic Services") agree to amend the Agreement as specified below with additions indicated by blue underlined text and deletions indicated by ~~red strikeout~~ text:

1. All references to "AW" within the Agreement are deleted and replaced with "Republic Services".
2. Section IV.C.1. is amended as follows:

~~"1. Household Waste which is not placed in the 95 gallon or 45 gallon cart provided by Republic Services, with the exception of the next collection day after Christmas Day (December 25) a Bag(s) and/or Container(s);"~~
3. Section IV.C.3. is amended as follows:

~~"3. any Bag of Household Waste which exceeds 35 pounds; or"~~
4. Section IV.C.4. is amended as follows:

~~"4. any cart Container of Household Waste, the contents of which, combined with the weight of the cart Container, exceeds 100 45 pounds."~~
5. Section IV.D. is amended as follows:

"D. Other Waste in Addition to Household Waste: Republic Services shall collect Household Waste which contains a dead animal of less than 10 pounds ~~or construction-demolition debris~~ which is placed within a Bag and placed within a 95 gallon or 45 gallon cart as provided by Republic Services or Container. Each Residential Unit may dispose Republic Services' collection of construction-demolition debris provided that the debris fits completely inside the cart provided by Republic Services and does not cause the cart to exceed the weight limitation shall be limited 1 Bag or Container per Residential Unit per weekly pick-up."
6. Section IV.F. is amended to add a new subsection 6. as follows:

"6. Republic Services shall provide new rate sheets to the City for the special collection services set forth herein to approve and implement on July 1, 2015. After implementation of the new rates, all rate adjustments shall be as set forth in Section VI, Subsection C and shall be made on October 1st."

7. Section IV.I.2. is amended as follows:

“2. City Annual Clean Up: Not less than twice once each year, Republic Services shall provide pick-up of Bulky Waste, but not Yard Waste. This “City Annual Clean-up” shall be scheduled by agreement of the Director and Republic Services. Republic Services shall remove and dispose of all debris properly placed at curbside on or before the agreed collection date. White Goods placed at curbside shall be collected separately by Republic Services and delivered to the Landfill for transfer by Republic Services to a different site. Republic Services shall not be required to collect any White Goods that have not been properly labeled as being free of refrigerants. Republic Services is not obligated to pick up items that are placed in Bags ~~or Containers~~ which exceed 35 pounds or Containers that exceed 45 pounds the maximum weight requirements.”

8. Section IV.I.3. is amended as follows:

“3. Transfer Station Free Days Excess Recyclables: Not less than twice each year, Republic Services shall allow City customers to bring Bulky Waste and Yard Waste to the Transfer Station without imposing a fee during designated times and with appropriate documentation to include the appropriate voucher and proof of residency within the City. ~~Republic Services shall pick up from City's Recycling Center recyclable material which City has been unable to sell directly, provided such materials are currently being marketed and sold by Republic Services. Republic Services shall not place recyclable material into the Landfill or processed through the Transfer Station for disposal at other landfills. Republic Services shall remove the recyclable material from City's property within 48 hours after receiving notice from the Director of a requested pick up. The sale of recyclable materials pursuant to this section shall be treated in the same manner as recyclable materials collected by Republic Services pursuant to Article V, below.~~”

9. Section IV.P.4. is amended as follows:

“4. have a maximum capacity of 32 28 cubic yards (tandem axle) for residential collection; provided, however that only during such time as a required tandem axle vehicle is being repaired, Republic Services may substitute a single axle vehicle. Republic Services shall not utilize a vehicle with a GVWR (Gross Vehicle Weight Rating) which exceeds 55,000 pounds vehicles for refuse collection for which the manufacturer's GAWR (Gross Axle Weight Rating) exceed 15,000 pounds for the front axle and 25,000 pounds for the tandem rear axle. Not later than December 1 of each year, Republic Services shall furnish to City a list of all collection vehicles and equipment containing a description and vehicle registration number of each collection vehicle in use, which list shall be kept current at all times.”

10. Section V.A. is amended as follows:

"A. Generally: Republic Services shall collect recyclable solid waste not less than once every other ~~per~~ week at each Residential Unit within the City."

11. Section V.D. is amended as follows:

"D. Residential Recyclables Collection Program ~~Reeyeling Containers:~~ Republic Services shall provide a 95 gallon or 45 gallon cart to each Residential Unit within the City ~~City shall be responsible for purchasing and making available bins for residential use in the collection of reeyelable materials, which bins shall:~~

- ~~1. be made of sturdy plastic;~~
- ~~2. have dimensions not exceeding 23 inches high, 10 inches wide, or 20 inches long;~~
- ~~3. have a capacity not exceeding eighteen 18 gallons; and~~
- ~~4. be marked with the recycle logo on both sides of the bin."~~

12. Section V.F. is amended as follows:

"F. Collection Date: Republic Services shall provide an annual calendar to each Residential Unit providing the schedule for pick-up of recyclable materials ~~collect recyclable materials from Residential Units on the same day on which collection of other solid waste as described in Article IV, above, is scheduled.~~"

13. Section V.G.1. is amended as follows:

"G. Limitations on Recyclables Collection: Republic Services shall not be required to collect recyclables:

- ~~1. which are not placed in the cart(s) ~~collection~~ ~~container~~ described in Section V.D., above; provided, however, Republic Services shall collect Cardboard placed adjacent to the recycling container so long as the individual pieces of Cardboard comply with the size limitations in Section V.B.6, above; or"~~

14. Section V.J. is amended as follows:

"J. Separation of Materials: Republic Services shall provide single stream recycling service where recyclable materials are not separated until after arriving at the processing plant ~~When removing the reeyelable materials from the recycling collection containers, Republic Services' employee shall separate the recyclable material into their respective compartments on the specialized collection vehicle and return the container to the curbside by placing it upside down to indicate it has been serviced.~~"

15. Section V.K.2. is amended as follows:

“2. the weights of recyclable material collected and delivered to the processing facility market based on the tabulated totals of the actual weight tickets from trucks servicing curbside single stream for recyclable materials delivered to material vendors, which tickets shall be provided to the Director for verification of reported weights.”

16. Section VI.A. is amended as follows:

“A. **Amount of Payment:** Subject to Section VI.C., below, City agrees to pay Republic Services in accordance with the newly revised rates specified in Exhibit A, which will be effective July 1, 2015 ~~the sum of the following amounts for the services provided pursuant to Articles IV and V, above:~~

1. ~~For household waste collection services provided pursuant to Section IV.A., above, an amount equal to:~~
 - a. ~~\$4.82 multiplied by the average number of Residential Units (other than manufactured homes, mobile homes, or recreational vehicles located in a Manufactured Home Rental Community) receiving such services in the calendar month preceding the month in which payment is due; plus~~
 - b. ~~\$3.62 multiplied by the average number of manufactured homes, mobile homes, and recreational vehicles which have been occupied and substantially stationary for more than 30 days, and which are located in a Manufactured Home Rental Community receiving such services in the calendar month preceding the month in which payment is due.~~
2. ~~For Yard Waste collection services provided pursuant to Section IV.E., above, \$1.76 multiplied by the average number of Residential Units which have contracted for such services in the calendar month preceding the month in which payment is due.~~
3. ~~For collection of recyclable materials pursuant to Article V., above, \$2.89 multiplied by the average number of Residential Units receiving such services in the calendar month preceding the month in which payment is due.~~
4. ~~For unscheduled collections requested by City pursuant to Section IV. G., above, an amount equal to 85% of the maximum rates set forth in Section IV.F.3., above, multiplied by the number of such collections during the month; provided, however, City shall be obligated to pay for collections pursuant to Section IV.G., above, only if requested by the Director.~~

5. For the cost of disposal of the solid waste collected pursuant to Article IV, above, (hereafter referred to as the "Disposal Pass-through Charge") an amount equal to the average number of Residential Units receiving such services in the month preceding the month in which payment is due multiplied by an amount equal to \$3.88."

17. Section VI.C.2. is amended as follows:

"2. Modification of Rates:

a. Annual Rate Adjustment: Beginning October 1, 2007 for the Residential Rate and on October 1 of each year thereafter, each rate specified in Section VI.A., above, and set out in Exhibit A, may be adjusted by Republic Services as follows:

i. Republic Services shall increase or decrease the rates for service effective on each October 1st of this Agreement in an amount equal to the percentage increase or decrease in the Consumer Price Index for All Urban Consumers (Water, Sewer, and Trash Collection Services, subset Garbage and Trash Collections) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be adjusted using the most recently available 12 months average CPI for the preceding year compared to the 12 months immediately preceding. For example, if the CPI price increase or decrease is scheduled for October 1, 2015, and the notification is scheduled for July 1, 2015, and the latest CPI index available is the month of May, 2015 the CPI price increase percentage would be computed as the % change from:

The average CPI for the 12 months - June 2014 through May, 2015

against

The average CPI for the 12 months - June 2013 through May, 2014

~~said rates shall be increased or decreased by the greater of the percentage increase or decrease, if any, as per the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All items, for Urban Wage Earners and Clerical Workers, Dallas/Fort Worth Seasonally Adjusted.~~

ii. ~~said rates shall be increased or decreased by the greater of the percentage increase or decrease, if any, as per the United States Department of Energy (DOE) and the Energy Information Administration (EIA) from May to May. Such adjustment shall be calculated as the net percentage change and shall be capped at and no~~

~~greater than 10%. AW shall use the index that is calculated for diesel fuel and is applicable to the Gulf Coast Region.~~

- iiii. Any of the aforesaid changes or any other conditions which occur that reduce Republic Services' costs shall entitle the City to receive a rate decrease equal to the decrease in Republic Services' cost.
- iiii. An adjustment shall not occur more than once per year as provided herein."

18. Section VI.C.2.a. is amended to add new subsections as follows:

- iv. Republic Services may pass through certain cost increases directly to the City to adjust for increases in cost experienced by Republic Services due to changes in Law and changes in taxes, fees, or other governmental charges, but not to include taxes on revenue or property (real estate or personal) or annexations by the City of additional territory.
- v. Republic Services may petition the City Council at any time for additional rate and price adjustments on the basis of unusual changes in its cost of operations, such as revised Laws; changes in location of disposal sites; and for other reasons. Such rate adjustments shall be subject to the review and approval of the City Council.
- vi. Republic Services shall not seek any rate or price adjustment on the basis of any penalty or fine assessed against Republic Services for failure to comply with any new or existing Law.
- vii. Republic Services' request pursuant to this section must be accompanied by documentation which identifies the specific Law causing the cost increase, details the cost impact of such Law and contains such other information as City may reasonably request. The City Council shall consider such request upon review of all data provided to the City by Republic Services to justify such increase."

19. Section VI.C.2.c. is amended as follows:

- c. Rate Adjustment Notification: Beginning on July 1, 2016, and on or before July 1 of each year thereafter, Republic Services shall notify the Director of Republic Services' intent to adjust the fees to be charged pursuant to Section VI.A., above, which notice shall include at a minimum ~~On or before July 1 of each year, Republic Services shall notify the Director of Republic Services' intent to adjust the fees to be charged pursuant to Section this VIII.B., which notice shall include at a minimum:~~
-

- i. the CPI index value for May as defined in Section VIII.B.1.a., above;
- ii. the CPI index value for the month of May of the year in which the adjustment is to take place;
- iii. the percentage change in the two indexes;
- iv. the composite percentage change equal to 90% of the percentage change;
- iii.v. the increase or decrease in the fees which may be charged by Republic Services; and
- iv. include the same format as **Exhibit A.**"

20. Section VI.D. is amended as follows:

D. Adjustments for Extraordinary Expenses: In addition to the adjustments allowed pursuant to Section VI.C.2., above, and beginning October 1, 2007, AW may request that the City Council approve an increase in the Residential Service rates in order to recoup any increases in extraordinary expenses in Republic Services' actual cost of operations resulting solely from any Law that is enacted following the Effective Date of this Agreement, which may include only that portion of an increased fee on an existing law. For purposes of this Section, the phrase "extraordinary expenses" for which Republic Services may seek an increase in rates shall mean an increase in costs which are greater than 5% above Republic Services' current annual cost for its Residential Collection services. However, "extraordinary expenses" shall not include any penalty or fine assessed against Republic Services for failure to comply with any new or existing Law or regulation nor shall any such adjustment exceed 5%. Republic Services' request pursuant to this section shall be accompanied by documentation which identifies the specific Law causing the cost increase;

- details the cost impact of such regulations and contains such other information as City may reasonably request. The City Council shall consider such request upon review of all data provided to the City by Republic Services to justify such increase. If the City Council and Republic Services are unable to agree on the appropriateness, amount and/or timing of any such adjustment within 60 days after City receives Republic Services' request and all required supporting documentation and information, the City Council may, at its sole option notify Republic Services of City's determination that additional negotiations will be unproductive, in which event Republic Services shall have the right to terminate this Agreement upon not less than nine 9 months prior written notice to City. If the City Council fails to make any election within 120 days after initial receipt by City of Republic Services' request for notice of the proposed increase and all required supporting documentation and information, City shall be deemed to have denied such increase, in which event Republic Services shall have the right to terminate this Agreement upon not less than 9 months prior written notice to City.

In the event Republic Services elects to terminate this Agreement as set forth in this section, all provisions of this Agreement concerning Republic

~~Services' responsibilities for handling of any waste of which Republic Services has taken title, custody or control, shall survive such termination."~~

6. Except as amended herein, the Agreement shall remain in full force and effect. The parties acknowledge and agree that revisions may be made in the formatting of the Agreement to account for the amendments adopted herein, to include renumbering and relettering, but that no substantive changes will be made other than the aforementioned amendments. In the case of a conflict in meaning between the Agreement and this Second Amendment, this Second Amendment will prevail.

Executed effective as of _____ day of _____, 2015.

CITY OF KERRVILLE, TEXAS

By: _____
Todd Parton
City Manager

BFI WASTE SERVICES OF TEXAS, L.P.
By: Allied Waste Landfill Holdings, Inc.
("Republic Services")
General Partner

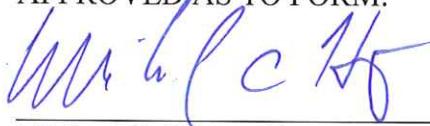
By: _____
(name)

(title)

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Revised Exhibit A
City of Kerrville, Texas
Rates Effective July 1, 2015
PI for 2015 will be waived

Residential	\$7.82
Disposal Pass Through	\$4.69
Composting	\$2.12
Recycling	\$3.49
Total	\$18.12

Mobile Home Service	\$6.37
Disposal Pass Through	\$4.69
Composting	\$2.12
Recycling	\$3.49
Total	\$16.67

Special Collection Services (Prices include Disposal)

Toter Exchange (after January 1, 2016)	\$25.00
Replacement Toter (damaged or lost by customer)	\$50.00
Out of Cycle Brush or Bulk Trash	
First 2 yards	\$50.00
Subsequent Yd	\$25.00
Animal pick up (greater than 10 pounds)	\$50.00
Additional Toter (monthly)	\$5.00

Second Amendment to Collection Agreement For Residential Solid Waste Collections

Amendment	Current	Proposed	Contract Section
Change contractor name	AW - Allied Waste	Republic Services	Entire Contract
Delete Bag(s) and/or containers from Limitations	Republic Services shall not collect Waste which is not placed in a Bag(s) and/or containers	Republic Services shall not collect Waste not placed in 45/95-gallon carts provided by Republic Services - *Christmas Exception	IV.C.1
Delete (3.)	3. any Bag of Household Waste which exceeds 35 pounds	Delete	IV.C.3.
Delete wording that refers to a container and update weight limitation	4. any container of Household Waste which exceeds 45 pounds	4. any cart which exceeds 100 pounds	IV.C.4.
Revise wording to include dead animals<10 pounds and construction debris in carts	Dead animals<10 pounds in a bag or container and construction debris limited to 1	Animals<10 pounds and construction debris to be placed in carts as long as debris fits in cart completely	IV.D.
Include rate adjustment for special collections rate	Special Collection rates are not subject to a rate adjustment determined by CPI increase/decrease	Special Collection rates are subject to a rate adjustment based on CPI increase/decrease for special collection fees	IV.F.
Revise City Annual Curbside Clean Up	Provided once per year and limits bags to 35 pounds and containers to 45 pounds	Increase to twice per year and keep weight limitations for bags and containers	IV.I.2.
Include Transfer Station Free Days and delete collection of Excess Recyclables	Excess Recyclables-Details the collection of recyclables from the Community Recycling Center	Replace with details on two opportunities to take bulky waste items to the transfer station with voucher	IV.I.3.
Revise Collection Equipment	28 cu.yd. vehicle with 40,000 pound gross vehicle weight rating	Replace with a 32 cu.yd. vehicle that shall not exceed 55,000 pounds gross vehicle weight rating	IV.P.4.

Second Amendment to Collection Agreement For Residential Solid Waste Collections

Amendment	Current	Proposed	Contract Section
Frequency for collection of recyclables	Collection of recyclables not less than once/ week	Collection of recyclables not less than every other week	V.A.
Republic to provide Recycling Carts	City shall provide 18-gallon bins for recycling	Republic Services shall provide a 45/95-gallon cart for recycling	V.D.
Distribution of calendars for recycling collection	Collect recycling on same day as regular garbage	Republic to issue calendar indicating collection days for recycling	V.F.
Limitations on collection of recyclables	Republic Services not required to collect recyclables outside of container	Republic Services not required to collect recyclables outside of provided 45/95 - gallon cart	V.G.1.
Remove the separation of recyclables	Republic Services is to separate recyclables collected	Republic Services to provide single stream recycling	V.J.
Revise wording for weights of recyclables collected	Weights of recyclables collected and delivered to market based on vendor tickets	Weights of recyclables collected based on tabulated totals from collection vehicles	V.K.2.
Amount of payment to be specified in rate sheet provided annually-Exhibit A	Detailed cost per residential unit based on collection for garbage, recycling, yard waste, spring cleanup, special collections	Consolidate to reference annual rate sheet - Republic Services to provide Exhibit A	VI.C.2.

Second Amendment to Collection Agreement For Residential Solid Waste Collections

Amendment	Current	Proposed	Contract Section
Include new CPI to determine annual rate adjustment and remove Fuel Index	Adjustments based on CPI for <i>Dept. of Labor, All items, for Urban Wage Earners and Clerical Workers, and Dept. of Energy Index</i>	Adjustments based on increase or decrease of only the CPI for <i>Water, Sewer, and Trash Collection Services, subset Garbage and Trash Collections</i>	VI.C.2.
Add new subsections to identify other requested increases	N/A	Republic may pass through certain cost increases due to changes in law and taxes, fees, or other govt. charges but not to include revenue/property taxes.	VI.C.2.iv.
Add new subsection to allow Republic Services to petition City Council	N/A	Republic Services may petition at any time for additional rate adjustments on basis of unusual changes. Such adjustments shall be subject to review and approval of City Council	VI.C.2.v.
Add new subsection to include provisions for rate adjustments	N/A	Republic Services shall not seek any rate adjustments based on any penalty or fine assessed against them	VI.C.2.vi
Add new subsection requiring documentation for requested adjustments	N/A	Republic Services shall present documentation justifying the requested rate adjustment and is subject to additional information requested by City Council	VI.C.2.vii
Establish dates for Rate Adjustment notifications pursuant to VI.A.	On or before July 1 of each year, Republic Services shall notify Director of intent to adjust fees pursuant to VIII.B.	Notification date shall remain the same. Adjustments are now pursuant to VI.A.	VI.C.2.c

Second Amendment to Collection Agreement For Residential Solid Waste Collections

Amendment	Current	Proposed	Contract Section
Delete "Adjustments for Extraordinary Expenses"	<p>Adjustments are based on change in law, and any other unusual changes and shall be approved by City Council.</p> <p>Includes a clause that allows Republic Services to terminate contract within a certain time frame if both parties cannot compromise</p>		<p>Has been revised and is now included in VI.C.2. The clause which allows Republic to terminate contract has been removed</p> <p>VI.D.</p>

Agenda Item:

5F. Resolution No. 15-2015 amending the City of Kerrville fee schedule by revising fees pursuant to the city's contracts for the collection of residential solid waste and recyclable materials and operation of the landfill. (staff)

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

SUBJECT: Resolution Approving Amendment of FY15 Fee Schedule

FOR AGENDA OF: May 12, 2015

DATE SUBMITTED: May 7, 2015

SUBMITTED BY: Sandra Yarbrough *SP* **CLEARANCES:** Todd Parton
Director of Finance City Manager

EXHIBITS: Resolution, Amending FY15 Fee Schedule

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The attached fee schedule is the proposed amendment for FY15 fee schedule. The schedule shows the FY15 approved fee schedule effective 10-1-14 and the proposed changes to FY15 fee schedule effective July 1, 2015. .

RECOMMENDED ACTION

Approve resolution to accept the amended FY15 fee schedule.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 15-2015**

A RESOLUTION AMENDING THE CITY OF KERRVILLE FEE SCHEDULE BY REVISING FEES PURSUANT TO THE CITY'S CONTRACTS FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS AND OPERATION OF THE LANDFILL

WHEREAS, the City Council of the City of Kerrville adopted a Fee Schedule by Resolution No. 91-138 on September 24, 1991, and has amended said document on a number of occasions; and

WHEREAS, City staff recommends adding fees related to the City's contracts for the collection of residential solid waste and recyclable materials and operation of the landfill;

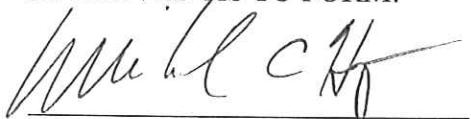
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

The Fee Schedule of the City of Kerrville, Texas, is amended as set forth in **Exhibit A**, attached hereto and incorporated herein by reference, such changes to be effective July 1, 2015.

PASSED AND APPROVED ON this _____ day of _____ A.D., 2015.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

CITY OF KERRVILLE
FEES SCHEDULE

EXHIBIT A

ADMINISTRATION DEPARTMENT

COPIES OF PUBLIC INFORMATION:

Standard size paper copy	\$0.10
Non-standard size copy:	
Computer diskettes	\$1.00
Computer magnetic tape	\$10.00
Audio cassette	\$1.00
Oversized paper copy	\$0.50
Other	ACTUAL COST
Labor charge (per hour and if applicable under state law)	\$15.00
Overhead charge (if applicable under state law)	20% of Personnel Charge
Microfiche or microfilm charge:	
Paper copy	\$0.10
Fiche or film copy	ACTUAL COST
Remote document retrieval	ACTUAL COST

FAX TRANSMISSIONS:

Local	\$0.10
Long distance, same area code	\$0.50
Long distance, different area code	\$1.00
Other costs	ACTUAL COST

DOWNTOWN RESTROOM AFTER HOURS USE (Between 5:30 PM and 9:30 AM):

User Fee Per Day	\$0.10
More than 4 hours	\$50.00
Less than 4 hours	\$25.00
Deposit (refundable)	\$100.00

VEHICLE FOR HIRE PERMIT:

NATURAL GAS TRANSPORTED THROUGH PIPELINE:

NOTE: Fee is equal to 3% of purchase price of gas transported or delivered within the City during the preceding month for consumption or use within the City.

CODE COMPLIANCE

JUNK YARD OPERATION LICENSE:

	\$5.00	\$5.00
--	--------	--------

PEDDLERS AND SOLICITORS FEES:

Base Charge	\$600.00
For Each Additional Person	\$10.00
For Each Additional Person	\$100.00
Deposit (refundable)	\$750.00

Exemptions

- * Temporary special events, sales and festivals sponsored by charitable organizations (recognized by Internal Revenue Service), governmental subdivisions, school districts, Chamber of Commerce or Convention and Visitor's Bureau and other special events approved by Council, provided the organizer/operator of said events provides the information required for an open air market.
- * Traveling salesman or solicitor calling only upon commercial businesses.
- * Garage sales.
- * A business with a separate business location in the City that furnishes proof of payment to the payment to the City of all ad valorem and personal property tax the due.
- * Six or more businesses that are organized in a sales show, convention, or similar sale by an indoor shopping mall, hotel, or similar sponsor.
- * Businesses conducted in an open air market in compliance with all laws and applicable zoning regulations.
- * Sale of fresh produce (fruit, nuts, and vegetables)
- * Sale of firewood

SEXUALLY ORIENTED BUSINESSES:

Annual License	\$500.00
Annual Fee per Employee	\$50.00

		Adopted October 1, 2014	Proposed July 1, 2015
per page	\$0.10	\$0.10	\$0.10

each	\$1.00	each	\$1.00
each	\$10.00	each	\$10.00
each	\$1.00	each	\$1.00
per page	\$0.50	per page	\$0.50
ACTUAL COST			ACTUAL COST
per hour	\$15.00	per hour	\$15.00
20% of Personnel Charge			20% of Personnel Charge

per page	\$0.10	per page	\$0.10
ACTUAL COST			ACTUAL COST
ACTUAL COST			ACTUAL COST

per page	\$0.10	per page	\$0.10
per page	\$0.50	per page	\$0.50
per page	\$1.00	per page	\$1.00
ACTUAL COST			ACTUAL COST

+ 4 hrs/Day	\$50.00	+ 4 hrs/Day	\$50.00
- 4hrs/Day	\$25.00	- 4hrs/Day	\$25.00
	\$100.00		\$100.00
each			\$25.00

	see note		see note
--	----------	--	----------

per year	\$600.00	per year	\$600.00
30 days	\$10.00	30 days	\$10.00
1 year	\$100.00	1 year	\$100.00

		Adopted October 1, 2014	Proposed July 1, 2015
per business	\$500.00	per business	\$500.00
per employee	\$50.00	per employee	\$50.00

TRAVELING SHOW AND EXHIBITION LICENSE:

30 days	\$100.00	30 days	\$100.00
---------	----------	---------	----------

Exceptions

Carnivals, circuses, travel shows, tent shows, exhibits, menagerie which are actually operated by volunteers of a public school, bona fide charity, or a service organization located in Kerr County

GROUP AND BOARDING HOMES

Permit
Re-inspection fees
Variance Fee for distance

annual	\$1,000.00	annual	\$1,000.00
per inspection	\$75.00	per inspection	\$75.00
per variance	\$150.00	per variance	\$150.00

EMERGENCY MEDICAL SERVICES

RESPONSE/TRANSPORTATION:

Basic Life Support - Non Emergency
Basic Life Support - Emergency
Advanced Life Support 1 - Non Emergency
Advanced Life Support 1 - Emergency
Advanced Life Support 2 - Emergency
Specialty Care Transport
Aid Only - No Transport
Dedicated Standby
Response Fee
Local Transport - No Supplies Used
Mileage

per person	\$417.92	per person	\$417.92
per person	\$668.66	per person	\$668.66
per person	\$521.50	per person	\$521.50
per person	\$814.04	per person	\$814.04
per person	\$1,149.28	per person	\$1,149.28
per person	\$1,149.28	per person	\$1,149.28
per person	\$150.00	per person	\$150.00
per hour	\$100.00	per hour	\$100.00
per person	\$75.00	per person	\$75.00
no supplies	\$150.00	no supplies	\$150.00
per loaded mile	\$21.48	per loaded mile	\$21.48

SUPPLY/PROCEDURE CHARGES:

IV Administration
Medication Administration
Bandaging and Splinting

per procedure	\$20.00	per procedure	\$20.00
per procedure	\$30.00	per procedure	\$30.00
per procedure	\$20.00	per procedure	\$20.00

NON EMERGENCY TRANSFER AGREEMENT:

Local Transport
Local Mileage

per person	\$163.83	per person	\$163.83
per loaded mile	\$8.42	per loaded mile	\$8.42

NON EMERGENCY AMBULANCE LICENSE:

Annual License
Annual Ambulance Permit
Re-issue for Lost Permit
Inspection Reschedule Fee

per year	\$400.00	per year	\$400.00
per unit	\$150.00	per unit	\$150.00
per unit	\$50.00	per unit	\$50.00
per unit	\$50.00	per unit	\$50.00

ENGINEERING DEPARTMENT

FLOODPLAIN DEVELOPMENT PERMIT:

each	\$25.00	each	\$25.00
------	---------	------	---------

MAPPING INFORMATION:

Subdivision Specifications
City Survey Coordinate System Book
B & W
Color
B & W
Color
B & W
Color
36" x 54" ETJ Maps
Digital Map on Disk

each	\$25.00	each	\$25.00
each	\$30.00	each	\$30.00
each	\$3.00	each	\$3.00
each	\$5.00	each	\$5.00
each	\$5.00	each	\$5.00
each	\$7.00	each	\$7.00
each	\$10.00	each	\$10.00
each	\$25.00	each	\$25.00
each	\$25.00	each	\$25.00
each	\$30.00	each	\$30.00

CONSTRUCTION INSPECTION OVERTIME:

per hour	\$35.00	per hour	\$35.00
----------	---------	----------	---------

LAND RECORD FILING FEES:*

First page
Second page and each additional
Names in excess of 5 names to be indexed
Records Management Fees per document
Courthouse Security Fee per document
Records Archive Fee per document

Adopted October 1, 2014		Proposed July 1, 2015	
each	\$5.00	each	\$5.00
each	\$4.00	each	\$4.00
each	\$0.25	each	\$0.25
each	\$5.00	each	\$5.00
each	\$1.00	each	\$1.00
each	\$5.00	each	\$5.00

* Fees are subject to change based on the County's fee schedule and will be charged accordingly.

FIRE DEPARTMENT

REQUEST FOR PUBLIC INFORMATION:

Hard Copy (Paper) Format - See Administrative Fee Schedule
Electronic Format - See Administrative Fee Schedule

PLAN REVIEW FEE: (credited toward permit when permit is approved)

OUTDOOR BURN PERMITS:

Ceremonial Fire Permits (Bonfires)
Controlled burns
Recreational fire (less than 3 feet diameter and 2 feet in height)

	50% of Permit Fee	50% of Permit Fee
--	-------------------	-------------------

per site	\$250.00	per site	\$250.00
per site	\$150.00	per site	\$150.00
N/C for permit			N/C for permit

BULK STORAGE AND DISPENSING OF LP GAS:

STORAGE OF PORTABLE LP GAS CONTAINERS: (awaiting use or resale)

STORAGE OR HANDLING OF COMPRESSED GASES:

(in excess of amounts listed in Table 105.6.9 of the e2006 *International Fire Code*)

Annual	\$100.00	Annual	\$100.00
per site	\$20.00	per site	\$20.00

per site	\$50.00	per site	\$50.00
----------	---------	----------	---------

BLASTING PERMIT:

COMMERCIAL BAR-B-QUE PIT:

UNDERGROUND FUEL STORAGE TANK REMOVAL:

TENT, CANOPY, MEMBRANE STRUCTURE PERMIT:

SPRAY ROOM, DIP TANK OR BOOTH:

(used for flammable or combustible finishes)

INDUSTRIAL OVEN PERMIT:

INDUSTRIAL OVEN INSTALLATION, REPAIR, OR MODIFICATION:

COOKING HOOD FIRE SUPPRESSION SYSTEM:

LIQUID PROPANE TANK INSTALLATION:

UNDER/ABOVE GROUND FUEL STORAGE TANK:

Repair/replace existing tank
Repair/replace existing product line

WATER FLOW TEST:

PROFESSIONAL PYROTECHNICAL DISPLAY:

FIRE SPRINKLER:

Above ground - new installation, repair, remodel, or addition
Underground - new installation, repair, remodel, or addition
Standpipe system - new installation, repair, remodel, or addition

FIRE PUMP / EQUIPMENT INSTALLATION / MODIFICATION:

FIRE ALARM INSTALLATION (new, repair, remodel, or addition):

ALL OTHER FIRE PROTECTION/DETECTION SYSTEMS:

ELECTRIC CONTROLLED SECURITY GATES, DELAY EGRESS LOCKS, SECURITY GRILLS,

ACCESS-CONTROLLED EGRESS DOORS, ETC.:

FALSE FIRE ALARM FEE:

More than 3 times but less than 6 in preceding 12 months
More than 5 times but less than 8 in preceding 12 months
Eight (8) or more times in preceding 12 months

RE-INSPECTION FEE REQUESTED/SCHEDULED (excludes annual fire inspection):

per site	\$150.00	per site	\$150.00
----------	----------	----------	----------

per site	\$20.00	per site	\$20.00
----------	---------	----------	---------

per site	\$75.00	per site	\$75.00
----------	---------	----------	---------

per item	\$20.00	per item	\$20.00
----------	---------	----------	---------

per space	\$50.00	per space	\$50.00
-----------	---------	-----------	---------

per unit	\$25.00	per unit	\$25.00
----------	---------	----------	---------

per unit	\$40.00	per unit	\$40.00
----------	---------	----------	---------

per system	\$50.00	per system	\$50.00
------------	---------	------------	---------

per tank	\$75.00	per tank	\$75.00
----------	---------	----------	---------

per tank	\$40.00	per tank	\$40.00
----------	---------	----------	---------

per site	\$40.00	per site	\$40.00
----------	---------	----------	---------

per test	\$75.00	per test	\$75.00
----------	---------	----------	---------

per event	\$250.00	per event	\$250.00
-----------	----------	-----------	----------

per system/floor	\$50.00	per system/floor	\$50.00
per system	\$50.00	per system	\$50.00
per system	\$50.00	per system	\$50.00

per system	\$50.00	per system	\$50.00
------------	---------	------------	---------

per system/floor	\$50.00	per system/floor	\$50.00
------------------	---------	------------------	---------

Adopted October 1, 2014		Proposed July 1, 2015
----------------------------	--	--------------------------

per system	\$50.00	per system	\$50.00
------------	---------	------------	---------

per device	\$20.00	per device	\$20.00
------------	---------	------------	---------

	\$50.00		\$50.00
--	---------	--	---------

	\$75.00		\$75.00
--	---------	--	---------

	\$100.00		\$100.00
--	----------	--	----------

First inspection list(s) is/are not completed on first and subsequently thereafter
 Not ready for inspection on arrival
 Contractor fails to keep appointment
 No access to site or building

per scheduled	\$50.00	per scheduled	\$50.00
per scheduled	\$50.00	per scheduled	\$50.00
per scheduled	\$50.00	per scheduled	\$50.00
per scheduled	\$50.00	per scheduled	\$50.00

FIRE INSPECTIONS REQUESTED/SCHEDULED - NON BUSINESS HOURS:

Non-Holiday (2 hour minimum, paid in advance)
 City recognized holiday (2 hour minimum, paid in advance)

per hour	\$60.00	per hour	\$60.00
per hour	\$80.00	per hour	\$80.00

HAZARDOUS MATERIALS PERMIT:

	\$50.00		\$50.00
	\$75.00		\$75.00

FLAMMABLE/COMBUSTIBLE LIQUIDS - STORAGE/HANDLING/DISPENSING:

	\$75.00		\$75.00
	\$75.00		\$75.00

MISCELLANEOUS COMBUSTIBLE STORAGE:

	\$50.00		\$50.00
	\$50.00		\$50.00

HIGH PILE STORAGE PERMIT:

STATE MANDATED OCCUPANCY INSPECTION - OUTSIDE CITY LIMITS:

Daycare, Foster Care, Adoption
 Daycare, Halfway Houses, Group Care, MHMR
 Youth Camps and Day Camps
 Schools and Instructional Facilities
 Hospital, Nursing Home, Assisted Living Facility Inspection
 All Other

7 or fewer children	\$50.00	7 or fewer children	\$50.00
7 or more children	\$75.00	7 or more children	\$75.00
	\$150.00		\$150.00
	\$150.00		\$150.00
	\$150.00		\$150.00
	\$100.00		\$100.00

FIRE PUMP ACCEPTANCE TEST:

	\$100.00		\$100.00
	\$75.00		\$75.00

EVENT PERMIT (carnivals and fairs):

	\$20.00		\$20.00
	\$50.00		\$50.00

HOT WORK PERMIT:

	\$50.00		\$50.00
	\$50.00		\$50.00

AMUSEMENT BUILDING PERMIT:

	\$20.00		\$20.00
	\$20.00		\$20.00

EXHIBIT OR TRADE SHOW PERMIT:

	\$20.00		\$20.00
	\$20.00		\$20.00

OTHER PERMIT:

Any other permit designated by the *International Fire Code*

	\$20.00		\$20.00
	\$20.00		\$20.00

CHANGE OF OCCUPANCY INSPECTION:

	\$20.00		\$20.00
	\$20.00		\$20.00

INVESTIGATION FEE:

If Permit is issued after constructions is started without an approved permit

	Permit Fee Amt		Permit Fee Amt
	\$150.00		\$150.00

APPEAL TO BUILDING BOARD OF ADJUSTMENTS AND APPEALS:

	\$150.00		\$150.00
	\$150.00		\$150.00

GOLF: SCOTT SCHREINER MUNICIPAL GOLF COURSE

GREEN FEES:

Regular

Weekday
Weekend and holidays*

Member

Weekday
Weekend and holidays*

Junior

Weekday
Weekend and holidays*

CART RENTAL:

Full Cart
Half Cart

		Adopted October 1, 2014	Proposed July 1, 2015
9 Hole / 18 Hole	\$12.00/\$20.00	9 Hole / 18 Hole	\$12.00/\$20.00
9 Hole / 18 Hole	\$18.00/\$27.00	9 Hole / 18 Hole	\$18.00/\$27.00

9 Hole / 18 Hole	\$5.00/\$6.00	9 Hole / 18 Hole	\$5.00/\$6.00
9 Hole / 18 Hole	\$6.00/\$7.00	9 Hole / 18 Hole	\$6.00/\$7.00

9 Hole / 18 Hole	\$2.75/\$4.00	9 Hole / 18 Hole	\$2.75/\$4.00
9 Hole / 18 Hole	\$5.50 / \$6.75	9 Hole / 18 Hole	\$5.50 / \$6.75

TRAIL FEE:

Member Private Cart w/annual Private Cart Fee
Non-member Private Cart
Private Cart Passenger w/annual Private Cart Fee
Private Cart Passenger w/o annual Private Cart Fee

9 Hole / 18 Hole	\$4.00/\$7.00	9 Hole / 18 Hole	\$4.00/\$7.00
9 Hole / 18 Hole	\$6.00/\$11.00	9 Hole / 18 Hole	\$6.00/\$11.00
9 Hole / 18 Hole	\$4.00/\$7.00	9 Hole / 18 Hole	\$4.00/\$7.00
9 Hole / 18 Hole	\$5.50/\$12.00	9 Hole / 18 Hole	\$5.50/\$12.00

MEMBER DUES:

Annual Golf - First family member
Annual Golf - Second family member
Quarter Golf - First family member
Annual Private Cart

per year	\$550.00	per year	\$550.00
per year	\$450.00	per year	\$450.00
per quarter	\$200.00	per quarter	\$200.00
per year	\$220.00	per year	\$220.00

NOTE: All annual fees shall expire on the same date. Should a second annual fee be required, it shall be prorated to expire on the same date as the first annual fee with all subsequent payments due and payable at the same time.

CART STORAGE:

Annual
Quarterly

NOTE: The City can only accept payments up to ONE period (quarter or annual) in advance.

per year	\$420.00	per year	\$420.00
per quarter	\$140.00	per quarter	\$140.00

SPECIAL GOLF FEES:

Senior rate (65 or older) - green fees only

	\$14.00		\$14.00
--	---------	--	---------

Twilight Fees

Starts at 2:00 PM (green fees only)

Member - Weekday
Member - Weekend *
Non-Member - Weekday
Non-Member - Weekend *

weekday only	\$3.00	weekday only	\$3.00
weekend only	\$4.00	weekend only	\$4.00
weekday only	\$11.00	weekday only	\$11.00
weekend only	\$14.75	weekend only	\$14.75

Tournament/Promotion Fees (minimum - 25 individual players)

Standard group rate for 25+ players Weekday/ Weekend afternoons
Standard group rate for 25+ players Weekend mornings

per player	\$25.00	per player	\$25.00
per player	\$35.00	per player	\$35.00

Driving Range Fees

Small Bucket
Large Bucket

per bucket	\$3.00	per bucket	\$3.00
per bucket	\$6.00	per bucket	\$6.00

Driving Range Membership - Annual
Driving Range Membership - Quarterly

per year	\$300.00	per year	\$300.00
per quarter	\$100.00	per quarter	\$100.00

Rental Clubs
Pull Carts

9 Hole / 18 Hole	\$15.00/\$25.00	9 Hole / 18 Hole	\$15.00/\$25.00
9 Hole / 18 Hole	\$3.00/\$6.00	9 Hole / 18 Hole	\$3.00/\$6.00

* WEEKEND RATES APPLY FRIDAY THROUGH SUNDAY.

HEALTH DEPARTMENT

HEALTH PERMITS (by total floor area - square footage):

0 < 1,000
1,000 - 1,900
2,000 - 2,900
3,000 - 3,999
4,000 - 4,999
5,000 - 10,000
> 10,000

square footage	Adopted October 1, 2014	Proposed July 1, 2015
square footage	\$70.00	\$70.00
square footage	\$85.00	\$85.00
square footage	\$100.00	\$100.00
square footage	\$125.00	\$125.00
square footage	\$150.00	\$150.00
square footage	\$200.00	\$200.00
square footage	\$350.00	\$350.00

CATERING ESTABLISHMENT PERMITS:

0 < 1,000
1,000 - 1,900
2,000 - 2,900
3,000 - 3,999
4,000 - 4,999
5,000 - 10,000
> 10,000

square footage	\$70.00	square footage	\$70.00
square footage	\$85.00	square footage	\$85.00
square footage	\$100.00	square footage	\$100.00
square footage	\$125.00	square footage	\$125.00
square footage	\$150.00	square footage	\$150.00
square footage	\$200.00	square footage	\$200.00
square footage	\$350.00	square footage	\$350.00

BARS AND LOUNGES - FREE STANDING

0 < 1,000
1,000 - 1,999
2,000 - 2,999
3,000 - 3,999
4,000 - 4,999
5,000 - 10,000
>10,000

square footage	\$70.00	square footage	\$70.00
square footage	\$85.00	square footage	\$85.00
square footage	\$100.00	square footage	\$100.00
square footage	\$125.00	square footage	\$125.00
square footage	\$150.00	square footage	\$150.00
square footage	\$200.00	square footage	\$200.00
square footage	\$350.00	square footage	\$350.00

Exemptions: Taxing authorities, non-profit organizations

HEALTH PERMIT - LATE FEE (after October 15 in addition to original permit):

NON-PROFIT ORGANIZATION:

per permit	\$50.00	per permit	\$50.00
------------	---------	------------	---------

CERTIFICATE OF OCCUPANCY INSPECTION:

per event	\$10.00	per event	\$10.00
-----------	---------	-----------	---------

FOOD ESTABLISHMENT PLAN REVIEW:

per site	\$50.00	per site	\$50.00
----------	---------	----------	---------

REINSPECTION FEES:

First Reinspection
Second Reinspection
Subsequent Reinspection

No charge	No charge
same violation	\$100.00
same violation	\$150.00

AFTER HOURS INSPECTION - EMERGENCY (4 hr minimum):

SANITATION AND ENVIRONMENTAL INSPECTIONS (foster homes, day care, pools):

SEMI PUBLIC POOLS/SPAS (single pool facilities):

ADDITIONAL SEMI PUBLIC POOLS/SPAS (single pool facilities):

TEMPORARY FOOD SERVICE ESTABLISHMENT - SPECIAL EVENT:

per hour	\$50.00	per hour	\$50.00
----------	---------	----------	---------

per site	\$40.00	per site	\$40.00
----------	---------	----------	---------

single	\$75.00	single	\$75.00
--------	---------	--------	---------

per unit	\$25.00	per unit	\$25.00
----------	---------	----------	---------

14 day	\$35.00	14 day	\$35.00
--------	---------	--------	---------

SEASONAL PERMITS:

SEASONAL (non-hazardous foods)
SEASONAL (non-hazardous foods)
SEASONAL (potentially hazardous foods)
SEASONAL (potentially hazardous foods)

10 month	\$50.00	10 month	\$50.00
per event	\$10.00	per event	\$10.00
10 months	\$100.00	10 months	\$100.00
per event	\$15.00	per event	\$15.00

MANIFEST BOOKS:

per book	\$5.00	per book	\$5.00
----------	--------	----------	--------

MOBILE FOOD ESTABLISHMENT PERMITS:

UNRESTRICTED Mobile Food Establishment (peddlers permit required also):
RESTRICTED Mobile Food Establishment (peddlers permit required also):

per unit	\$150.00	per unit	\$150.00
per unit	\$50.00	per unit	\$50.00

CATERING LICENSE:

GENERAL SERVICE CATERING VEHICLE:

REPLACE LOST, STOLEN, DAMAGED PERMIT OR CERTIFICATE:

PEDDLERS PERMIT:

HOTEL PERMIT: (Tourists Courts, Hotels, Inns, and Rooming Houses)

First complaint inspection fee

Subsequent complaint inspection fee

	Adopted October 1, 2014	Proposed July 1, 2015
annual	\$70.00	annual
each	\$75.00	each
each	\$5.00	each
See Administrative Fee Schedule		See Administrative Fee Schedule
annual permit	\$50.00	annual permit
inspection	\$100.00	inspection
inspection	\$150.00	inspection

INSPECTION DEPARTMENT

PROFESSIONAL AND OCCUPATIONAL LICENSES:

General Contractor License

General Contractor License Renewal

General Contractor License / Single Project (currently charged at GC rate)

initial issue	\$500.00	initial issue	\$500.00
annual	\$100.00	annual	\$100.00
per project	\$100.00	per project	\$100.00

BUILDING, CONSTRUCTION, DEMOLITION PERMITS (single family by value):

\$1,000 and less

\$1,001 - \$50,000 (\$25.00 first \$1,000, plus)

\$50,001 - \$100,000 (\$270.00 first \$50,000, plus)

\$100,001 - \$500,000 (\$470.00 for first \$100,000, plus)

\$500,001 and up (\$1,670.00 for first \$500,000, plus)

NOTE: Value of construction is the greater of value quoted by contractor or calculated value using the ICC project valuation tables

per permit	\$25.00	per permit	\$25.00
per/\$1,000	\$5.00	per/\$1,000	\$5.00
per/\$1,000	\$4.00	per/\$1,000	\$4.00
per/\$1,000	\$3.00	per/\$1,000	\$3.00
per/\$1,000	\$2.00	per/\$1,000	\$2.00

DEMOLITION AND MOVING DEPOSIT:

BUILDING, CONSTRUCTION, DEMOLITION PERMITS (commercial by value):

\$1,000 and less

\$1,001 and greater

\$500,000 and greater (approval of City Manager, fees may be determined by actual cost of service)

per structure	\$500.00	per structure	\$500.00
per permit	\$25.00	per permit	\$25.00
per/\$1,000	\$5.00	per/\$1,000	\$5.00
per permit	TBD	per permit	TBD

DEMOLITION AND MOVING DEPOSIT:

BUILDING, CONSTRUCTION, DEMOLITION PLAN REVIEW:

Plan review fee is due at permit application

	50% of Building Permit Fee	50% of Building Permit Fee	
per permit	\$40.00	per permit	\$40.00
per unit	\$2.00	per unit	\$2.00
per unit	\$0.50	per unit	\$0.50
per unit	\$2.00	per unit	\$2.00
per unit	\$2.50	per unit	\$2.50
per unit	\$3.00	per unit	\$3.00
per unit	\$5.00	per unit	\$5.00
per unit	\$7.50	per unit	\$7.50
per unit	\$7.50	per unit	\$7.50
per unit	\$2.00	per unit	\$2.00
per unit	\$3.00	per unit	\$3.00
per unit	\$5.00	per unit	\$5.00
per unit	\$3.00	per unit	\$3.00
per unit	\$5.75	per unit	\$5.75
per unit	\$1.00	per unit	\$1.00

PLAN REVIEW FEE:

First Review (due at permit application, includes review of minor changes)

Subsequent Review (due to substantial submittal or project changes)

	50% of permit fee	50% of permit fee	
per hour	\$60.00	per hour	\$60.00

REINSPECTION FEE:

- First reinspection fee
- Second reinspection fee
- Subsequent reinspection

CHANGE OF CONTRACTOR ON ACTIVE PERMIT:

- Administrative fee

NOTE: Regular permit fees and requirements apply to new contractor for changes to original plans

SPECIAL INSPECTION FEE:

- During business hours
- After business hours - scheduled
- After business hours - emergency

IRRIGATION SYSTEM PERMITS (landscape systems):

- City water customer

Permit - \$30.00 plus

Plan review

- Non-city water customer

Permit - \$45.00, plus minimum of 2 inspections

Plan review

PLUMBING AND GAS PERMITS:

- Permit
- Fixtures
- Building drain
- Water heater and/or Vent
- Gas Piping (1 - 5 outlets)
- Piping for water treatment
- Replace sewer yard line

		Adopted October 1, 2014	Proposed July 1, 2015
		\$0.00	\$0.00
same permit		\$100.00	\$100.00
same permit		\$150.00	\$150.00

same permit	\$100.00	same permit	\$100.00
-------------	----------	-------------	----------

SPECIAL INSPECTION FEE:

per permit	\$50.00	per permit	\$50.00
per hour/2 min	\$50.00	per hour/2 min	\$50.00
per hour/4 min	\$50.00	per hour/4 min	\$50.00

IRRIGATION SYSTEM PERMITS (landscape systems):

per/\$1,000	\$3.00	per/\$1,000	\$3.00
50% of permit fee		50% of permit fee	
per inspection	\$100.00	per inspection	\$100.00
50% permit fee		50% permit fee	

PLUMBING AND GAS PERMITS:

per permit	\$30.00	per permit	\$30.00
per unit	\$2.20	per unit	\$2.20
per unit	\$7.50	per unit	\$7.50
per unit	\$10.00	per unit	\$10.00
per unit	\$10.00	per unit	\$10.00
per unit	\$7.50	per unit	\$7.50
per unit	\$10.00	per unit	\$10.00

MECHANICAL PERMITS:

- Permit
- First \$1,000.00 value, or part thereof
- Each additional \$1,000.00 value over first \$1,000.00

per permit	\$30.00	per permit	\$30.00
\$15.00		\$15.00	
per /\$1,000	\$3.00	per /\$1,000	\$3.00

INSPECTION FEE:

- Add or replace electrical wiring or panel
- Replacement equipment
- New equipment
- Alter existing equipment

per unit	\$15.00	per unit	\$15.00
per unit	\$15.00	per unit	\$15.00
per unit	\$15.00	per unit	\$15.00
per unit	\$10.00	per unit	\$10.00

CHANGE OF OCCUPANCY (existing structure):**BUILDING REPORTS (not for resale):****ISSUANCE OF PERMIT (building, electrical, mechanical, plumbing, irrigation, etc.)**

AFTER CONSTRUCITON PROJECT IS STARTED, FIRST OCCURANCE BY CONTRACTOR

ISSUANCE OF PERMIT (building, electrical, mechanical, plumbing, irrigation, etc.)

AFTER CONTRUCTION PROJECT IS STARTED, SUBSEQUENET OCCURENCES BY CONTRACTOR

APPEAL TO BUILDING BOARD OF ADJUSTMENTS AND APPEALS FEE:

- Mechanics Board of Adjustments and Appeals; Plumbing Board of Adjustments and Appeals; Electrical Board of Adjustments and Appeals

Greater of double the original permit fee	Greater of double the original permit fee
\$150.00	\$150.00

per appeal	\$150.00	per appeal	\$150.00
------------	----------	------------	----------

LIBRARY: BUTT-HOLDSWORTH LIBRARY

RENTALS:

- Meeting Room
- Gazebo
- Repairs of damages to furniture, equipment or facility

COPIES/PRINTING (Library and History Center)

- Photocopier - black and white
- Photocopier - color
- Computer/internet - black and white
- Computer/internet - color

CIRCULATION CHARGES:

- City resident card
- Non-city resident materials checkout only
- Non-city resident computer use only
- Non-city resident temporary use
- Non-city resident full use
- Library card replacement

OVERDUE FINES:

- Fines/fees between \$1.00 - \$4.99 - Patron must pay \$1.00 each time they use library
- Fines/fees between \$5.00-\$9.99 - Patron must pay \$2.00 each time they use library
- Fines/fees \$10.00 and above - Borrowing privileges suspended
- Books - Adult patrons (\$15.00 maximum)
- Books - Children patrons (\$5.00 maximum)
- Audiobooks and CDs (\$15.00 maximum)
- DVDs and BluRay (\$15.00 maximum)
- Story Time Kits (\$15.00 maximum)
- Other Kits (\$15.00 Maximum)
- Overdue Electronic Device (up to cost of item)

PROCESS FEE:

- Lost or damaged items - non electric device (plus replacement cost)
- Lost or damaged electronic device (plus replacement cost)
- Collection agency submission for non-payment of fine

ELECTRONIC DEVICE FEES:

- Any patron wishing to borrow an electronic device must sign a credit card authorization form listing a valid credit card to kept on file.
- Electronic device not returned according to policy
- Programs/applications charged to library account (actual cost plus)
- Personal Earbuds

LOST/DAMAGED ITEMS:

- Patrons who have failed to return library material with a total value over \$50.00 may receive a citation for violation of City of Kerrville, Code of Ordinance, Section 66-39(g) for failure to return property to the library.
- Books (BHML - all ages - actual cost plus)
- Books (History Center - rare, out of print - lesser of appraised value plus)
- CDs (Book, music, MP3 - actual cost plus)
- Individual CD in a set when available (book, music, MP3 - \$10.00 per disc plus)

- DVD (all ages - includes set - actual cost plus)
- Kits (all ages - actual cost)

Actual cost of items below or next available generation of item if original is no longer on the market plus:

- Apple iPad 2 (includes accessories)
- Amazon Kindle Fire (includes accessories)
- Dell Latitude E5410 laptop (includes accessories)
- Dell Lattitue 2120 mini laptop (includes accessories)
- Samsung Galaxy Tablet (includes accessories)
- Electronic device accessories - actual cost plus

		Adopted October 1, 2014	Proposed July 1, 2015
per day	\$20.00	per day	\$20.00
per day	\$30.00	per day	\$30.00

per page	\$0.10	per page	\$0.10
per page	\$0.25	per page	\$0.25
per page	\$0.10	per page	\$0.10
per page	\$0.25	per page	\$0.25

No charge		No charge	
per year	\$35.00	per year	\$35.00
per year	\$35.00	per year	\$35.00
per month	\$8.00	per month	\$8.00
per year	\$65.00	per year	\$65.00
per card	\$1.00	per card	\$1.00

item per day	\$0.10	item per day	\$0.10
item per day	\$0.10	item per day	\$0.10
item per day	\$0.10	item per day	\$0.10
item per day	\$1.00	item per day	\$1.00
item per day	\$5.00	item per day	\$5.00
item per day	\$0.10	item per day	\$1.00
item per day	\$10.00	item per day	\$10.00

per item	\$6.00	per item	\$5.00
per item	\$25.00	per item	\$25.00
per fine	\$10.00	per fine	\$10.00

per item	\$25.00	per item	\$25.00
per item	\$6.00	per item	\$5.00
per set	\$2.00	per set	\$2.00

per item	\$6.00	per item	\$5.00
per item	\$100.00	per item	\$100.00
per item	\$6.00	per item	\$5.00
per item	\$6.00	per item	\$5.00

per item	\$6.00	per item	\$5.00
per item	\$6.00	per item	\$5.00

per item	\$25.00	per item	\$25.00
per item	\$25.00	per item	\$25.00
per item	\$25.00	per item	\$25.00
per item	\$25.00	per item	\$25.00
per item	\$25.00	per item	\$25.00
per item	\$6.00	per item	\$5.00

INTERLIBRARY LOAN:

- Any additional fees or charges to be determined by the lending library are the patron's responsibility.
- Any overdue item (\$15.00 maximum)

		Adopted October 1, 2014	Proposed July 1, 2015
item per day	\$1.00	item per day	\$1.00

Lost or damaged item - cost assessed by lending library plus
Return postage

per item	\$6.00	per item	\$5.00
No charge		per item	\$3.00

REPLACEMENT OF MISCELLANEOUS PARTS:

CD/DVD case (single)
DVD case (multiple)
Book on CD case (multiple up to 12 CDs)
Book on CD case (multiple up to 24 CDs)
CD Jewel case (multiple, 2 disc)
AV storage bags

per item	\$1.00	per item	\$1.00
per item	\$4.00	per item	\$4.00
per item	\$12.00	per item	\$10.00
per item	\$16.00	per item	\$15.00
per item	\$3.00	per item	\$3.00
per item	\$1.00	per item	\$1.00

RESEARCH FEES (requested from outside of service area):

Handling fee/postage
Photocopy
FAX (United State)
FAX (International)
FAX (International) additional pages

per request	\$3.00	per request	\$3.00
per page	\$0.10	per page	\$0.10
per page	\$1.00		
first page	\$5.00		
per page	\$1.00		

MUNICIPAL COURT FEES

ONLINE TRANSACTION FEE:

per transaction	\$1.50	per transaction	\$1.50
-----------------	--------	-----------------	--------

MUNICIPAL COURT TECHNOLOGY FEE:

per conviction	\$4.00	per conviction	\$4.00
----------------	--------	----------------	--------

BUILDING SECURITY FEE:

per conviction	\$3.00	per conviction	\$3.00
----------------	--------	----------------	--------

PARKS AND RECREATION

Kerrville-Schreiner Park

DAILY ENTRANCE FEES:

Adult (13 and over), not to exceed \$10.00 per vehicle
Child (12 and under)
Senior (over 65)
Commercial vehicles
Group/school sponsored trip (ages 13 - 18 - not overnight)

per person	\$4.00	per person	\$4.00
per person	\$1.00	per person	\$1.00
per person	\$2.00	per person	\$2.00
per vehicle	\$20.00	per vehicle	\$20.00
per person	\$0.50	per person	\$0.50

ANNUAL DAY USE PASS:

Valid ONLY at Kerrville-Schreiner Park (excludes commercial vehicles)
Second vehicle registered at the same address

per vehicle	\$25.00	per vehicle	\$25.00
per vehicle	\$15.00	per vehicle	\$15.00

FACILITY USE FEES:

Camping fees cover entrance for up to 4 persons per site. Camp sites accomodate up to 8 people. Guests 5 - 8 must pay daily entrance fee.

per night	\$15.00	per night	\$15.00
per month	\$297.00	per month	\$297.00

RV sites **221-235 and 317-323** (30 amp w/water, no sewer)
Above RV sites - September 15 - May 15 - all utilities

per night	\$23.00	per night	\$23.00
per month	\$413.00	per month	\$413.00

RV sites **211-220 Riverside only** (30 amp w/water and sewer)
Above RV sites - September 15 - May 15 - all utilities

per night	\$26.00	per night	\$26.00
per month	\$490.00	per month	\$490.00

RV sites **111-130 Deerfield Loop only** (30 amp water and sewer)
Above RV sites - September 15 - May 15 - all utilities

per night	\$26.00	per night	\$26.00
per month	\$528.00	per month	\$528.00

RV sites **201-210 Riverside only** (50 amp w/water and sewer)
Above RV sites - September 15 - May 15 - all utilities

per night	\$28.00	per night	\$28.00
per month	\$561.00	per month	\$561.00

Mini-Cabin - beds for 4 persons (**NO PETS**); hotel/motel tax additional
Cabins are air-conditioned, heated, table and chairs, campfire rings (pit/grill) and
picnic table. No linens provided. **Security deposit required.**

per night	\$50.00	per night	\$50.00
deposit	\$25.00	deposit	\$25.00

Park Cabin - beds for 6 persons (**NO PETS**); hotel/motel tax additional

per night	\$110.00	per night	\$110.00
-----------	----------	-----------	----------

Cabins are air-conditioned, heated, table and chairs, picnic table with combination
campfire (pit/grill). Linens provided. Fee covers entrance up to 6 persons. Excess of
6 persons subject to daily entrance fee. **Security deposit required.**

deposit	\$50.00	deposit	\$50.00
per night	\$190.00	per night	\$190.00

Adopted
October 1, 2014

Proposed
July 1, 2015

Park Cabin - Security Deposit
Ranch House - beds for 8 persons (**NO PETS**); hotel/motel tax additional
House is air-conditioned, heated, table and chairs, picnic table with combination

campfire (pit/grill). Linens provided. Fee covers entrance up to 8 person. Excess of 8 persons subject to daily entrance fee. **Security deposit required.**

Ranch House - Security Deposit

Bunk House (only rented w/Ranch House)

Group Dining Hall - capacity 100 persons (**NO PETS**)

Screened building is NOT AIR-CONDITIONED, equiped with full kitchen including deep sinks, hot water, two microwave ovens, and refrigerator/freezer. Full width serving bar and table with seating for approximately 100 persons. Outside has large charcoal grill. Includes entrance fee up to 100 persons. **Security deposit required.**

Group Dining Hall - Security Deposit

Group Recreation Hall - day capacity 100 persons (**NO PETS**)

overnight capacity 50 persons, no beds provided, requires 2 day rental Air-conditioned, heated, restrooms inside. Full kitchen with 2 microwave ovens, refrigerator/freezer, 8 folding banquet tables with 50 chairs. Large charcoal grill outside. Includes entrance fee up to 100 persons. **Security deposit required.**

Group Recreation Hall - Security Deposit

Group Picnic Area - capacity 100 persons - specific location not guaranteed

Includes entrance fee up to 10 persons.

Amphitheater only - capacity 220 persons

Amphitheater rented in conjunction with Group Recreation Hall

CANCELLATION FEE:

Applies to each site or facility reservation.

RV/TRAILER DUMP FEE (if not camping in park - no entrance fee):

EXCESS VEHICLE PARKING (all vehicles over 2 vehicles per site):

BUTTERFLY GARDEN (private events only - does not include entrance fee):

EXTRA PERSON OCCUPANCY FEE:

Applies to each site and facility.

Other Parks and Recreation

SPECIAL EVENTS PERMITS: (by application only)

BOARDWALK PAVILION (4 hr maximum - **deposit required**):

LOUISE HAYS LARGE PAVILION AND PLAZA AREA (**deposit required**)

FAMILY PAVILION (**deposit required**)

FOUNTAIN AND PLAZA (limit of one rental per weekend)

TRANQUILITY ISLAND (**deposit required**)

CARVER PARK PAVILION AND BBQ AREA:

10 tables and restrooms - all day - **security deposit required**

SMALL PARK PAVILIONS (various locations - **security deposit required**):

RIVER TRAIL (trailheads) - **deposit required**

KSP to G Street (2.2 miles)

G Street - Tranquility Island (1 mile)

Tranquility Island - Riverside Nature Center (.7 mile)

deposit	\$150.00	deposit	\$150.00
---------	----------	---------	----------

per night	\$50.00	per night	\$50.00
-----------	---------	-----------	---------

per day	\$145.00	per day	\$145.00
---------	----------	---------	----------

deposit	\$50.00	deposit	\$50.00
---------	---------	---------	---------

per day	\$300.00	per day	\$300.00
---------	----------	---------	----------

deposit	\$100.00	deposit	\$100.00
---------	----------	---------	----------

per day	\$50.00	per day	\$50.00
---------	---------	---------	---------

per day	\$100.00	per day	\$100.00
---------	----------	---------	----------

per day	\$25.00	per day	\$25.00
---------	---------	---------	---------

per site/facility	\$20.00	per site/facility	\$20.00
-------------------	---------	-------------------	---------

per vehicle	\$25.00	per vehicle	\$25.00
-------------	---------	-------------	---------

per vehicle	\$5.00	per vehicle	\$5.00
-------------	--------	-------------	--------

per event	\$50.00	per event	\$50.00
-----------	---------	-----------	---------

per person	\$3.00	per person	\$3.00
------------	--------	------------	--------

per event	\$30.00	per event	\$30.00
-----------	---------	-----------	---------

per hour	\$100.00	per hour	\$100.00
----------	----------	----------	----------

deposit	\$200.00	deposit	\$200.00
---------	----------	---------	----------

per day	\$200.00	per day	\$200.00
---------	----------	---------	----------

deposit	\$200.00	deposit	\$200.00
---------	----------	---------	----------

per day	\$100.00	per day	\$100.00
---------	----------	---------	----------

deposit	\$100.00	deposit	\$100.00
---------	----------	---------	----------

per 1/2 day	\$500.00	per 1/2 day	\$500.00
-------------	----------	-------------	----------

deposit	\$300.00	deposit	\$300.00
---------	----------	---------	----------

per day	\$150.00	per day	\$150.00
---------	----------	---------	----------

deposit	\$150.00	deposit	\$150.00
---------	----------	---------	----------

Adopted

October 1, 2014

Proposed

July 1, 2015

per day	\$100.00	per day	\$100.00
---------	----------	---------	----------

deposit	\$100.00	deposit	\$100.00
---------	----------	---------	----------

per day	\$40.00	per day	\$40.00
---------	---------	---------	---------

deposit	\$25.00	deposit	\$25.00
---------	---------	---------	---------

per day	\$200.00	per day	\$200.00
---------	----------	---------	----------

per day	\$200.00	per day	\$200.00
---------	----------	---------	----------

per day	\$100.00	per day	\$100.00
---------	----------	---------	----------

All of Trail

per day	\$500.00	per day	\$500.00
deposit	equal total rental	deposit	equal total rental

ATHLETIC FIELD/COURT (without lights):

per hour	\$15.00	per hour	\$15.00
per hour	\$20.00	per hour	\$20.00

ATHLETIC FIELD/COURT (with lights):

per day	\$200.00	per day	\$200.00
per day	\$100.00	per day	\$100.00
deposit	\$200.00	deposit	\$200.00

CENTENNIAL STAGE (with electricity - **security deposit required**):

CENTENNIAL STAGE (without electricity-security deposit required):

SOFTBALL FEES (deposit requirements below):

Field - without lights
Field - with lights
Tournament - Deposit
Base and equipment - Deposit

per day	\$150.00	per day	\$150.00
per day	\$170.00	per day	\$170.00
per event	\$150.00	per event	\$150.00
per event	\$100.00	per event	\$100.00

TENNIS COURT FEES:

All ages - 1 1/2 hour - single reservation
All ages - 2 hours per doubles reservation

per person	\$3.00	per person	\$3.00
per person	\$3.00	per person	\$3.00

TENNIS TOURNAMENT FEES:

Exemptions:
KISD tournaments and practice
Schreiner University tournaments

Negotiated in contract	Negotiated in contract
------------------------	------------------------

TENNIS ANNUAL FEES:

Juniors (under 21 years)
Adults (21 and over)
Family
KISD Joint Use

per person	\$90.00	per person	\$90.00
per person	\$150.00	per person	\$150.00
per family	\$225.00	per family	\$225.00
per agreement			per agreement

SWIMMING POOL ADMISSION FEES:

Olympic Pool - Adult (13 and older)
Olympic Pool - Children (4 - 12 years)
Olympic Pool - Children (3 year and under with adult)
Olympic Pool - Non swimmers - all ages

per person	\$1.00	per person	\$1.00
per person	\$1.00	per person	\$1.00
per person	\$0.00	per person	\$0.00
per person	\$1.00	per person	\$1.00

SWIMMING POOL RENTAL FEES (does not include pool admission):

Private party - includes lifeguards

2 hours	\$200.00	2 hours	\$200.00
---------	----------	---------	----------

SWIMMING POOL PAVILION FEES (does not include pool admission or rental):

2 hours	\$20.00	2 hours	\$20.00
---------	---------	---------	---------

SWIMMING POOL/PAVILION CANCELLATION FEE:

per site	\$10.00	per site	\$10.00
----------	---------	----------	---------

SWIMMING LESSONS:

per person	\$35.00	per person	\$35.00
------------	---------	------------	---------

PLANNING DEPARTMENT

CONCEPT PLANS:

each	\$500.00	each	\$500.00
------	----------	------	----------

PRELIMINARY PLANS:

\$300.00 plus the greater of	\$20.00 per lot or \$10.00 per acre	\$300.00 plus the greater of	\$20.00 per lot or \$10.00 per acre
------------------------------	-------------------------------------	------------------------------	-------------------------------------

WATER/WASTEWATER MODELING FEE

To be determined

FINAL, MINOR, VACATING, DEVELOPMENT, AMENDING PLATS, REPLATS:

\$150.00 plus the great of	\$10.00 per lot	\$150.00 plus the great of	\$10.00 per lot
----------------------------	-----------------	----------------------------	-----------------

ZONING MAP AMENDMENT (Planned development, special use permit):

Adopted

October 1, 2014

Proposed

July 1, 2015

each	\$300.00	each	\$300.00
------	----------	------	----------

TEXT AMENDMENT:

each	\$300.00	each	\$300.00
------	----------	------	----------

ZONING VARIANCE:

each	\$150.00	each	\$150.00
------	----------	------	----------

APPEAL TO CITY COUNCIL OR PLANNING & ZONING COMMISSION:

each	\$15.00	each	\$15.00
------	---------	------	---------

ADMINISTRATIVE APPEAL:

each	\$150.00	each	\$150.00
------	----------	------	----------

LAND USE PERMIT

each	\$25.00	each	\$25.00
------	---------	------	---------

In case, where legal notice of public hearing is required and applicant defers scheduled action, reapplication is required based on fee on original application

POLICE DEPARTMENT

ACCIDENT REPORTS:

each	\$6.00	each	\$6.00
------	--------	------	--------

ALARM SERVICE (Police):

each	\$25.00	each	\$25.00
------	---------	------	---------

FALSE ALARM FEE:

- More than 3 times but fewer than 6 in preceding 12 month period
- More than 6 times but fewer than 8 in preceding 12 month period
- More than 8 or more times in preceding 12 month period

	\$50.00		\$50.00
	\$75.00		\$75.00
	\$100.00		\$100.00

FINGERPRINTING:

	\$10.00		\$10.00
--	---------	--	---------

FUNERAL ESCORT SERVICE:

(minimum of 2 officers with 2 hours per officer)

	\$160.00		\$160.00
--	----------	--	----------

HOUSE MOVING & OTHER ESCORT:

	\$30.00		\$30.00
--	---------	--	---------

LETTERS OF CLEARANCE:

	\$10.00		\$10.00
--	---------	--	---------

OFFENSE/INCIDENT REPORTS:

	\$4.00		\$4.00
--	--------	--	--------

PARADE DEPOSITS:

- Deposit - Class A (Less than 50 entries)
- Deposit - Class B (More than 50 entries)
- Deposit - Class C (motorcades, marches, etc.)

	\$250.00		\$250.00
	\$750.00		\$750.00
	\$100.00		\$100.00

PARADE FEES:

- Class A
- Class B
- Class C

	\$50.00		\$50.00
	\$100.00		\$100.00
	\$25.00		\$25.00

STOCK DRIVER PERMIT:

	\$5.00		\$5.00
--	--------	--	--------

ALARM SERVICE PERMIT FEE:

- Residential
- Commercial

	\$50.00		\$50.00
	\$100.00		\$100.00

PUBLIC WORKS

TRAFFIC CONTROL FEE:

per man hour	\$40.00	per man hour	\$40.00
--------------	---------	--------------	---------

BANNER PERMIT:

per banner	\$60.00	per banner	\$60.00
------------	---------	------------	---------

BANNER PERMIT ADMINISTRATION FEE:

per banner	\$25.00	per banner	\$25.00
------------	---------	------------	---------

STREET SIGNS:

per sign	\$250.00	per sign	\$250.00
----------	----------	----------	----------

SIDEWALK CAFÉ:

per table	\$50.00	per table	\$50.00
-----------	---------	-----------	---------

SOLID WASTE

SOLID WASTE COLLECTION SERVICE LICENSE:

Application Fee:

- Small Waste Collector
- Small Waste Collector
- Waste Collector
- Collection Vehicle

Adopted October 1, 2014		Proposed July 1, 2015	
per permit	\$150.00	per permit	\$150.00
each vehicle	\$5.00	each vehicle	\$5.00
each	\$250.00	each	\$250.00
each	\$5.00	each	\$5.00

Application Renewal:

- Small Waste Collector
- Collection Vehicle
- Waste Collector
- Collection Vehicle

each	\$75.00	each	\$75.00
each	\$5.00	each	\$5.00
each	\$100.00	each	\$100.00
each	\$5.00	each	\$5.00

SOLID WASTE DISPOSAL SERVICE:

- Municipal Solid Waste - Compacted
- Municipal Solid Waste - Compacted minimal

per ton	\$44.38	per ton	\$44.38
less than 360lbs	\$10.10	less than 360lbs	\$10.10

Municipal Solid Waste - Loose minimal (weight scale not operational)
 Surcharge
 Special waste - Asbestos
 Special waste - Asbestos minimal
 Special waste - Liquids
 Small Tire
 Large Tire
 Small Animal
 Large Animal
 Weight/Scale
 Ticket/Copy
 Pull Off
 Loads not covered with tarp or net
 Residential Garbage Collection
 Disposal Pass Through
 Mobile Home Service
 Disposal Pass Through
 Composting
 Recycling
 Enviroment Fee
 Toter Exchange (after grace period)
 Replacement Toter (damaged or lost by customer)
 Out of Cycle Brush or Bulk Trash Pickup
 Additional Out of Cycle Brush or Bulk Trash Pickup
 Animal pickup (greater than 10 pounds)

SOLID RECYCLING SERVICE:

Recycling bins

per yard	\$10.10	per yard	\$10.10
per ton	\$11.00	per ton	\$11.00
per ton	\$44.38	per ton	\$44.38
less than 360lbs	\$10.10	less than 360lbs	\$10.10
per gallon	\$0.25	per gallon	\$0.25
each	\$2.58	each	\$2.58
each	\$12.83	each	\$12.83
each	\$8.53	each	\$8.53
each	\$32.85	each	\$32.85
each	\$1.18	each	\$1.18
each	\$2.35	each	\$2.35
each	\$6.44	each	\$6.44
per occurrence	\$5.00	per occurrence	\$5.00
per month	\$5.82	per month	\$7.82
per month	\$4.69	per month	\$4.69
per month	\$4.37	per month	\$6.37
per month	\$4.69	per month	\$4.69
per month	\$2.12	per month	\$2.12
per month	\$3.49	per month	\$3.49
per month	\$0.40	per month	\$0.40
	per tote		\$25.00
	per tote		\$50.00
	first 2 cubic yards		\$50.00
	subsequent yard		\$25.00
	per animal		\$50.00

each	\$10.00	No longer available
------	---------	---------------------

WATER, WATER RECLAMATION AND LABORATORY

WATER TAPS:

3/4" tap - Material, labor and equipment
 1" tap - Material, labor and equipment
 1 1/2" tap - Material, labor and equipment
 Above 12" in size will be quoted using current pricing for meter/materials
 1" Water Service Split
 2" Water Service Commercial and Domestic
 2" Water Service Irrigation
 Water tap in TXDOT Right of Way

per tap	\$1,420.20	per tap	\$1,420.20
per tap	\$1,509.20	per tap	\$1,509.20
		per tap	\$2,905.00
To be determined		To be determined	
	\$250.00		\$250.00
Comp Meter	\$4,371.20	Comp Meter	\$4,371.20
	\$3,371.20		\$3,371.20
		To be determined	

WATER METER SET/INSTALL, IF THE WATER TAP EXISTS:

3/4 X 5/8 meter- Material, labor and equipment
 3/4" meter - Material, labor and equipment
 1" meter - Material, labor and equipment
 Above 1" in size will be quoted using current pricing for meter/materials

	\$200.00		\$200.00
	\$175.00		\$175.00
	\$250.00		\$250.00
To be determined		To be determined	

SEWER TAPS:

4" tap - Material, labor and equipment - Out of manhole
 4" tap - Material, labor and equipment - Internal manhole drop
 6" tap - Material, labor and equipment - Out of manhole
 6" tap - Material, labor and equipment - With manhole
 Additional charge per foot of depth for manholes over 8 feet deep
 Sewer tap in TXDOT Right of Way

	\$1,441.40		\$1,441.40
	\$1,180.00		\$1,180.00
	\$1,560.00		\$1,560.00
	\$3,712.00		\$3,712.00
	\$200.00		\$200.00
		To be determined	

SEPTAGE:

Septage/chemical toilet waste received at treatment plant (inside Kerr County)
 Septage/chemical toilet waste received at treatment plant (outside Kerr County)
 Septage/chemical toilet waste spill surcharge (@ Treatment Facility only)

Adopted
 October 1, 2014

Proposed
 July 1, 2015

	\$0.08	per gallon	\$0.08
		per gallon	\$0.16
		per incident	\$75.00

LABOR AND EQUIPMENT FOR REQUESTED SERVICES:

Labor
 Backhoe/Loader
 Dump Truck
 Crane Truck
 Vac-con Hydro-jet Cleaner/Vaccum Truck
 Air Compressor
 Televising Wastewater Mains (per hour - includes crew and equipment)
 Service Truck with tools
 Backflow Prevention Test - Reduced Pressure Zone Device

per hour/person	\$23.40	per hour/person	\$27.50
per hour	\$45.00	per hour	\$45.00
per truck	\$30.00	per truck	\$30.00
		per hour	\$40.00
per hour	\$95.00	per hour	\$95.00
per hour	\$12.50	per hour	\$12.50
per hour	\$150.00	per hour	\$150.00
per hour	\$25.00	per hour	\$25.00
per test	\$100.00	per test	\$100.00

per test	\$70.00	per test	\$70.00
----------	---------	----------	---------

Air Compressor
Televising Wastewater Mains (per hour - includes crew and equipment)
Service Truck with tools
Backflow Prevention Test - Reduced Pressure Zone Device

Backflow Prevention Test - Double Check Device
Scale Fee
Water Violation Reconnect Fee
Sewer Only Customers
Inspection Fee For Privately installed water + wastewater tap

WATER WELL LICENSE APPLICATION:

LABORATORY SERVICES (by parameter, per each test):

Alkalinity (as CaCO₂)
Ammonia Nitrogen
Total BOD5
Carbonaceous BOD5
Chloride
Conductivity
Iron
Hardness, Total
Nitrogen, Nitrate
Nitrogen, Nitrite
Oil and Grease
Phosphorus, Total
Solids, Total Dissolved
Solids, Total Suspended
Solids, Volatile Suspended
Sulfate
Total Organic Carbon

per hour	\$12.50	per hour	\$12.50
per hour	\$150.00	per hour	\$150.00
per hour	\$25.00	per hour	\$25.00
per test	\$100.00	per test	\$100.00

per test	\$70.00	per test	\$70.00
each	\$1.00	each	\$1.00
each account	\$25.00	each account	\$25.00
each account	\$50.00	each account	\$50.00
each account	\$50.00	each account	\$50.00

each	\$50.00	each	\$50.00
------	---------	------	---------

BACTERIOLOGICAL TEST:

Total Coliform/E. Coli (presence/absense)
Total Coliform/E. Coli Enumeration (Quanti-Tray)

per test	\$20.00	per test	\$20.00
per test	\$30.00	per test	\$30.00
per test	\$33.00	per test	\$33.00
per test	\$40.00	per test	\$40.00
per test	\$10.00	per test	\$10.00
per test	\$5.00	per test	\$5.00
per test	\$15.00	per test	\$15.00
per test	\$15.00	per test	\$15.00
per test	\$18.00	per test	\$18.00
per test	\$18.00	per test	\$18.00
per test	\$45.00	per test	\$45.00
per test	\$20.00	per test	\$20.00
per test	\$35.00	per test	\$35.00
per test	\$15.00	per test	\$15.00
per test	\$15.00	per test	\$15.00
per test	\$15.00	per test	\$15.00
per test	\$50.00	per test	\$50.00

SAMPLE COLLECTION FEE

Water Sample Collection Fees (inside of city limits only)

per test	\$18.00	per test	\$18.00
per test	\$20.00	per test	\$20.00

STANDARD ANALYSIS PACKAGE (DRINKING WATER)

Included: Alkalinity, chlorides, conductivity, total hardness, Iron, Nitrate, Sulfate, total dissolved solids, total coliform/E. coli

per test	\$25.00	per test	\$25.00
----------	---------	----------	---------

	\$100.00		\$100.00
--	----------	--	----------

WATER RECORDS/FINANCE DEPARTMENT

RETURNED ITEM HANDLING:

(Checks, bank drafts, credit or debit cards)

per item	\$25.00	per item	\$25.00
----------	---------	----------	---------

LIEN FILING FEE

NEW ACCOUNT FEE (water, sewer, garbage):

NEW ACCOUNT FEE (water, sewer, garbage - with auto payment option):

ACTUAL COST	ACTUAL COST
-------------	-------------

per account	\$25.00	per account	\$25.00
per account	\$15.00	per account	\$15.00

UTILITY CUSTOMER DEPOSIT:

Residential
Commercial

per account	\$75.00	per account	\$75.00
per account	\$75 - 2x Avg Usage	per account	\$75 - 2x Avg Usage

SERVICE CHARGE:

(new account turn-on, pull or lock meter, additional trips to meter locations, and accounts not paid in full by 5:00 p.m. on due date)
During regular business hours
After regular business hours, weekends, holidays

Adopted
October 1, 2014

Proposed
July 1, 2015

per account	\$25.00	per account	\$25.00
per account	\$50.00	per account	\$50.00

RECYCLING BINS:

Residential - 1st one complimentary; additional bins

each	\$10.00	each	\$10.00
------	---------	------	---------

WATER RATES - INSIDE CITY LIMITS:

Residential

Monthly Account Maintenance Fee
0 - 6000 gallons
6,001 - 15,000 gallons
15,001 - 25,000 gallons

per account	\$11.43	per account	\$11.43
per 1,000	\$3.06	per 1,000	\$3.06
per 1,000	\$3.46	per 1,000	\$3.46
per 1,000	\$4.38	per 1,000	\$4.38

25,001 - 50,000 gallons
50,001 and up gallons

per 1,000	\$5.57	per 1,000	\$5.57
per 1,000	\$7.12	per 1,000	\$7.12

Commercial

Monthly Account Maintenance Fee
0 - 25,000 gallons
25,001 - 50,000 gallons
50,001 and up gallons

per account	\$11.43	per account	\$11.43
per 1,000	\$3.43	per 1,000	\$3.43
per 1,000	\$3.88	per 1,000	\$3.88
per 1,000	\$4.41	per 1,000	\$4.41

Irrigation

Monthly Account Maintenance Fee
0 -15,000 gallons
15,001 - 25,000 gallons
25,001 and up gallons

per account	\$11.43	per account	\$11.43
per 1,000	\$4.38	per 1,000	\$4.38
per 1,000	\$5.38	per 1,000	\$5.38
per 1,000	\$6.87	per 1,000	\$6.87

Fire Hydrant

Monthly Account Maintenance Fee
Deposit (refundable)
Meter Set-up or Move
New Account Fee
0 -15,000 gallons
15,001 - 25,000 gallons
25,001 and up gallons

per account	\$62.40	per account	\$62.40
per account	\$2,750.00	per account	\$2,750.00
per account	\$200.00	per account	\$200.00
per account	\$25.00	per account	\$25.00
per 1,000	\$4.38	per 1,000	\$4.38
per 1,000	\$5.38	per 1,000	\$5.38
per 1,000	\$6.87	per 1,000	\$6.87

WATER RATES - OUTSIDE CITY LIMITS

Residential

Monthly Account Maintenance Fee
0 - 6,000 gallons
6,001 - 15,000 gallons
15,001 - 25,000 gallons
25,001 - 50,000 gallons
50,001 and up gallons

per account	\$17.15	per account	\$17.15
per 1,000	\$4.59	per 1,000	\$4.59
per 1,000	\$5.19	per 1,000	\$5.19
per 1,000	\$6.57	per 1,000	\$6.57
per 1,000	\$8.36	per 1,000	\$8.36
per 1,000	\$10.68	per 1,000	\$10.68

Commercial

Monthly Account Maintenance Fee
0 - 25,000 gallons
25,001 - 50,000 gallons
50,001 and up gallons

per account	\$17.15	per account	\$17.15
per 1,000	\$5.15	per 1,000	\$5.15
per 1,000	\$5.82	per 1,000	\$5.82
per 1,000	\$6.62	per 1,000	\$6.62

Irrigation

Monthly Account Maintenance Fee
0 -15,000 gallons
15,001 - 25,000 gallons
25,001 and up gallons

per account	\$17.15	per account	\$17.15
per 1,000	\$6.57	per 1,000	\$6.57
per 1,000	\$8.07	per 1,000	\$8.07
per 1,000	\$10.31	per 1,000	\$10.31

Fire Hydrant

Monthly Account Maintenance Fee
Deposit
Meter Set-up or Move
New Account Fee
0 -15,000 gallons
15,001 - 25,000 gallons
25,001 and up gallons

per account	\$93.60	per account	\$93.60
per account	\$2,750.00	per account	\$2,750.00
per account	\$200.00	per account	\$200.00
per account	\$25.00	per account	\$25.00
per 1,000	\$6.57	per 1,000	\$6.57
per 1,000	\$8.07	per 1,000	\$8.07
per 1,000	\$10.31	per 1,000	\$10.31

EFFLUENT OR RE-USE WATER (pumped):

Monthly Account Maintenance Fee
(unless otherwise agreed to in separate contract)

per account	\$11.43	per account	\$11.43
per/1,000	\$0.38	per/1,000	\$0.38

WATER BY THE TRUCK LOAD:

Re-Use Water
0 - 3,000 gallons
3,000 - 8,000 gallons

per load	\$10.00	per load	\$10.00
per load	\$17.50	per load	\$17.50

Potable Water
0 - 3,000 gallons
3,000 - 8,000 gallons

per load	\$12.50	per load	\$12.50
per load	\$20.00	per load	\$20.00

SEWER RATES - INSIDE CITY LIMITS:

Residential
Monthly Account Maintenance Fee
Per 1,000 gallons

	\$8.55		\$8.55
	\$5.17		\$5.17

Commercial
Monthly Account Maintenance Fee
Per 1,000 gallons

	\$8.55		\$8.55
	\$5.50		\$5.50

Wholesale
Wholesale Sewer rate
Wholesale sewer rate excess capacity

	\$5.10		\$5.10
per day	\$1,000.00	per day	\$1,000.00

SEWER RATES - OUTSIDE CITY LIMITS:**Residential**

Monthly Account Maintenance Fee
Per 1,000 gallons

	\$12.83	\$12.83
	\$7.76	\$7.76

Commercial

Monthly Account Maintenance Fee
Per 1,000 gallons

	\$12.83	\$12.83
	\$8.25	\$8.25

Wholesale

Wholesale Sewer rate
Wholesale sewer rate excess capacity

	\$5.10	\$5.10
per day	\$1,000.00	per day

NOTE: Outside city limits - water and sewer rates are 1 1/2 times inside city limits rates.

Agenda Item:

6A. Appointment to the Main Street Advisory Board. (staff)

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

SUBJECT: Appointment to the Main Street Advisory Board

FOR AGENDA OF: May 12, 2015 **DATE SUBMITTED:** May 6, 2015

SUBMITTED BY: Brenda Craig
City Secretary

CLEARANCES:

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



SUMMARY STATEMENT

Consider appointment to the following board:

Main Street Advisory Board: Due to a resignation, one term due to expire June 30, 2017.

RECOMMENDED ACTION

Consider appointment.

MAIN STREET ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
FRANKLIN, MINDI Chairperson 118 Methodist Encampment	830-928-9357 (H) 792-6200 (W)	07-23-13		06-30-16
BOLTON, SCOTT Vice-Chairperson 1207 Virginia Dr.	792-7089 (H) 896-0098 (W) 832-978-3949 (C)	07-23-13		06-30-17
BRADSHAW, ROSE 521 Guadalupe St. #1202	257-4101 (O) 895-3248 (H) 377-8948 (C)	03-24-15		06-30-16
EDWARDS, TAMI 134 Kodiak Trail	367-2012 (H) 210-827-9938 (C)	01-28-14		06-30-17
MARTIN, DAVID 1717 Foothills Dr.	895-1313 (O) 895-1857 (H) 830-459-9747 (C)	05-08-12	01-28-14	06-30-17
RECTOR, WILLIAM 705 Water Street	257-3348 (H) 896-6622 (W) 739-2519 (C)	08-13-13	01-28-14	06-30-17
SOUTHERN, MELISSA 1606 Quinlan Creek Drive	257-3877 (W) 257-2015 (C) 257-1923 (H)	07-08-14		06-30-16

COUNCIL LIAISON:

Gene Allen 2106 Vista Ridge Dr. 1221 Junction Hwy	895-5111 (O) 792-4651 (H)
---	------------------------------

CITY STAFF:

Kim Snyder Main Street Manager	258-1113
Ashlea Boyle Special Projects Manager	258-1153

Powers and Duties: To encourage participation in the Main Street Revitalization Program; to establish goals and priorities for the Main Street Program; to review design appropriateness for the purpose of participation in the main street low-interest loan program and incentive grant projects; and to advise and support the main street program manager.

Term of Office: Two years with a maximum of two full successive terms (Bylaws)

Quorum: Four members

Number of Members: Seven

Absences: Any member who misses 25% of the regular meetings or three consecutive regular meetings may be replaced by City Council.

Meeting Time & Place: Fourth Thursday at 3:30 p.m., City Hall, 701 Main Street

*Established by: Resolution No. 12-2014
Resolution No. 1994-133(Repealed 5-27-14)

Revised: July 9, 2014

*Expiration of member terms were drawn at the June, 2014 meeting.

Agenda Item:

6B. Appointments to the Parks and Recreation Advisory Board. (staff)

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

SUBJECT: Appointments to the Parks and Recreation Advisory Board

FOR AGENDA OF: May 12, 2015

DATE SUBMITTED: May 5, 2015

SUBMITTED BY: Brenda Craig
City Secretary *BC*

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

SUMMARY STATEMENT

Consider appointments to the following board:

Parks and Recreation Advisory Board: Five terms that expired March 31, 2015.

RECOMMENDED ACTION

Consider appointments.

PARKS AND RECREATION ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
ALFORD, NANCY E. 2213 Singing Wind	214-663-9903 (C)	03-27-12	04-09-13	03-31-15
KAYNE, JACKLYN 3564 Fredericksburg Rd	895-7524 (W) 895-7962 (H)	03-11-14		03-31-16
GARDNER, JAMES 200 Fairway Dr.	285-2129 (H)	09-23-14		03-31-15
LIPSCOMB, DAVID 909 Lake Drive	895-4232 (H)	04-12-11	04-09-13	03-31-15
MUNSON, JAY 808 Lloyd Drive	257-2212 (W) 792-4394 (H) 370-8344 (C)	03-11-14		03-31-16
MUSE, BILL 2956 Oak Park Dr.	928-7028 (C) 792-7355 (W)	4-09-13		03-31-15
SCOTT-JOHNSON, MEG 438 Timber Ridge Dr.	713-724-4168 (C) 257-0022 (H)	03-27-12	03-11-14	03-31-16
WALLACE, ED 131 Royal Oaks	257-5272 (H) 377-0455 (C)	11-30-11	04-09-13	03-31-15
COUNCIL LIAISON:				
Gene Allen 2106 Vista Ridge Dr. 1221 Junction Highway	895-5111 (O)			
CITY STAFF:				
Kristine Ondrias Assistant City Manager	258-1106 (O)			
Malcolm Matthews Director of Parks & Recreation	258-1150 (O)			

Qualifications:	A majority shall be residents of the city of Kerrville, and all shall be residents of Kerr County.
Powers and Duties:	Shall constitute an advisory board to the city council and shall periodically assist city staff in procedural matters. The board shall have authority to hold hearings in the city and to consider and make recommendations to the city council in writing on any and all matters pertaining to the city's parks and recreation system.
Term of Office:	Two years with a maximum of two terms. No member shall serve more than two terms without having at least one full year off between terms.
Quorum:	Five
Members:	Eight
Meeting Time & Place:	Third Thursday, 8:15 a.m., City Council Chambers
Absences:	Any member having three consecutive unexcused absences shall have his membership reviewed by the board. By majority vote, the board may recommend to the council that such member be removed from office. The council may then act upon such recommendation and either remove or retain such member.
Established by:	Ordinance No. 1984-37, amended by Ordinance No. 1987-24
Code of Ordinances:	Chapter 74 - Article II – Sections 74-31 through 74-38
Revised:	October 9, 2014