

**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR COUNCIL MEETING, JUNE 12, 2018, 6:00 PM**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION:**

offered by Jim McKnight.

**PLEDGE OF ALLEGIANCE TO THE FLAG**

Led by Girl Scout Troop 672.

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**2. VISITORS/CITIZENS FORUM:**

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

**3. CONSENT AGENDA:**

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

3.A Approve minutes of the city council regular meeting held May 8, 2018, the canvass meeting held May 15, 2018, and the special meeting held May 18, 2018.

[2018 0508.docx](#)

[2018 0515 Canvass.doc](#)

[2018 0518 Special Meeting.doc](#)

3.B Resolution No. 18-2018, amending the composition of the Recovery Community Coalition.

[AB RCC membership.docx](#)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: June 8, 2018 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

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Brenda Craig  
City Secretary, City of Kerrville, Texas

Resolution 26-2016 Creating Recovery Community Coalition.pdf  
Resolution No. 18-2018.pdf



3.C Agreement between City of Kerrville, Texas and the Association of Property Owners of Riverhill to allow association to install and maintain landscaping within city right-of-way; and for the city to contribute funds toward the initial costs.

[Agenda\\_Bill\\_Riverhill BLVD Traffic Circles - APOR Agreement - 20180608.docx](#)

[Riverhill Agreement.pdf](#)

[Riverhill Traffic Circles - ROW Maintenance Agreement with APOR- Exhibit A.pdf](#)

[APOR Landscaping Example.pdf](#)



3.D Agreement between the City of Kerrville, Texas, and Kerrville Festival of the Arts, Inc. for use of hotel occupancy tax funds.

[AB\\_-\\_HOT\\_Agreement\\_Kerrville\\_Festival\\_of\\_the\\_Arts\\_6.12.2018.docx](#)

[HOT agreement Festival of the Arts.pdf](#)



3.E Agreement between the City of Kerrville, Texas and Kerrville's Fourth on the River, Inc. for use of hotel occupancy tax funds.

[AB - HOT Agreement Kerrville Fourth on the River 6.12.2018.docx](#)

[Hot Funds Agreement for 4th On The River.pdf](#)



3.F License agreement for special event, Kerrville's Fourth on the River.

[AB - License Agreement for Kerrville's Fourth on the River 6.12.2018.docx](#)

[Agreement, 4th on the River.pdf](#)



3.G Agreement between the City of Kerrville, Texas, and High Five Events, LLC for use of hotel occupancy tax funds.

[AB - HOT Agreement Kerrville Triathlon 6.12.2018.docx](#)

[HOT agreement High Five Events.pdf](#)



3.H Resolution 19-2018 authorizing the use of internal combustion engines on Nimitz Lake upstream of the city's impoundment dam for the Kerrville Triathlon and the safety of competitors.

[AB - Resolution authorizing use of Nimitz Lake for the Kerrville Tri 6.12.2018.docx](#)

[Resolution 19-2018.pdf](#)

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Brenda Craig  
City Secretary, City of Kerrville, Texas

[Kerrville Triathlon 2018 - General Information.pdf](#)  
[Kerrville Triathlon Swim Course Map 2018.pdf](#)

3.I Resolution No. 17-2018 to approve the Water Utility Tariff Change Proposed by Aqua Texas for Retail Utility Service within the corporate limits of the City of Kerrville, Texas.

[AB\\_rate approval\\_052418.docx](#)  
[Resolution No. 17-2018.pdf](#)

**END OF CONSENT AGENDA**



**4. PUBLIC HEARING AND ORDINANCES, FIRST READING:**

4.A Public hearing and first reading of an ordinance adopting "Kerrville 2050" as the Comprehensive Plan for the City of Kerrville, Texas; the plan is adopted pursuant to chapter 213 of the Texas Local Government Code and will guide the growth and development of the city; defining the relationship of the plan to the city's development regulations; containing a cumulative clause; containing a savings and severability clause; replacing Ordinance No. 2002-14 and all other ordinances or parts of ordinances that amended it; and providing for other matters related to the subject

[AB Kerrville 2050 adoption.docx](#)  
[Ordinance No. 2018-13.pdf](#)

**5. ORDINANCES, FIRST READING:**

5.A Ordinance No. 2018-12 amending Chapter 102 "Traffic and Vehicles," by adding a new Article XIII "Escort of Oversize Loads" to the Code of Ordinances of the City of Kerrville, Texas; the new Article XIII addresses the service provided by the City's Police Department to escort oversize vehicles through the city; establishing a procedure for requesting and providing such service; requiring a fee; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject.

[AB\\_Ord.\\_2018-12\\_\\_Oversize\\_Load\\_Escorts revised.docx](#)  
[Ord No. 2018-12.pdf](#)

**6. CONSIDERATION AND POSSIBLE ACTION:**



6.A Authorize staff to negotiate a professional services agreement for a Public Safety Complex Feasibility Study.

[AB\\_Public Safety Complex Feasibility Study RFQ.docx](#)  
[Public Safety Complex Feasibility Study\\_Review Committee.pdf](#)

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6.B Approve Funding Agreement between the City of Kerrville and the Kerrville Economic Improvement Corporation for \$2 million in funding assistance for the up sizing of the Legion Lift Station for Economic Development Purposes.

[AB Legion Lift Station Funding Agreement.docx](#)

[CC Funding Agreement with EIC for Legion Lift Station.pdf](#)



6.C Authorize the execution of a construction contract with Structural Concrete Systems, LLC for the Parking Garage Maintenance and Repairs project in an amount of \$615,668.70 and potentially including Alternate #1 at an amount of \$79,863.02.

[AB\\_Parking Garage Repairs Construction.docx](#)

[Parking Garage Repairs\\_Assessment Report.pdf](#)

[Parking Garage Repairs\\_Received Bids.pdf](#)

[Parking Garage Repairs\\_Striping Plan.pdf](#)

6.D Authorize the execution of a construction contract with Lambda Construction I, Ltd. for the WWTP Oxidation Ditch Bid Package #1: Aerator Baffles and Supports Improvements project in an amount of \$195,000.00.

[AB\\_WWTP Oxidation Ditch Pkg 1 Construction.docx](#)

[WWTP Oxidation Ditch Package 1\\_Received Bids.pdf](#)

[WWTP Oxidation Ditch Package 1\\_Recommendation Letter.pdf](#)



6.E Confirmation of project scope for the H-E-B Tennis Center Improvement Project  
[AB - Confirmation of project scope for the Tennis Center Improvement Project 6.12.2018.docx](#)  
[HEB Tennis - REQUESTED SCOPE CHANGE.docx](#)

6.F Authorization to purchase soccer field lighting for the Kerrville Sports Complex from Musco Sports Lighting, LLC through the Texas BuyBoard in the amount of \$70,400.

[AB - Authorization to purchase soccer field lighting 6.12.2018.docx](#)  
[Sports Complex Project Recommendations.pdf](#)

6.G Changes to the boards and commissions application forms and establish public notification process.

[AB board application form.docx](#)

[board application - Generic-2017.doc](#)

[board application - P&Z 2017.doc](#)

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Brenda Craig  
City Secretary, City of Kerrville, Texas

6.H Presentation regarding the formation of a contemplated Tax Increment Reinvestment Zone for Downtown Kerrville

[Agenda\\_Bill - Downtown TIRZ - 20180608.docx](#)

6.I Authorization to approve Development Agreement between the City of Kerrville, Texas, and Medina river Estates, LLC for an approximate 225.86 acre tract generally located south of Riverhills and adjacent to Highway 16 S.

**7. BOARD APPOINTMENTS**

7.A Appointments to the Zoning Board of Adjustment.

[AB ZBA.docx](#)

[Zoning Board of Adjustment.docx](#)

7.B Appointments to the Building Board of Adjustment and Appeals.

[AB Building Board.docx](#)

[Building Board.docx](#)

7.C Appointment to the Planning & Zoning Commission.

[AB P&Z Appointment.docx](#)

[Planning and Zoning Commission.docx](#)

**8. CITY MANAGER'S REPORT**

**9. ITEMS FOR FUTURE AGENDAS**

**10. EXECUTIVE SESSION:**

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

11.A Sections 551.071 and 551.072:

Development Agreement between the City of Kerrville, Texas, and Medina River Estates, LLC for an approximate 225.86 acre tract generally located south of Riverhills and adjacent to Highway 16 S.

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

**ADJOURNMENT.**

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CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
MAY 8, 2018

On May 8, 2018, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pro Tem George Baroody in the city hall council chambers at 701 Main Street. The invocation was offered by Mary Ellen Summerlin, Councilmember Place Three, followed by the Pledge of Allegiance led by Hunter Desager.

COUNCILMEMBERS PRESENT:

George Baroody	Mayor Pro Tem
Vincent Voelkel	Councilmember
Mary Ellen Summerlin	Councilmember
Warren Ferguson	Councilmember

COUNCILMEMBERS ABSENT:

Bonnie White	Mayor
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CITY CORE STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
Brenda Craig	City Secretary
E.A. Hoppe	Deputy City Manager
Cheryl Brown	Deputy City Secretary
Amy Dozier	Director of Finance
Kim Meismer	Director of General Operations
David Knight	Police Chief
Stuart Cunyus	Public Information Officer
Dannie Smith	Fire Chief
Guillermo Garcia	Executive Director of Strategic Initiatives

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

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: were given.

2. VISITORS/CITIZENS FORUM: None

3. PRESENTATIONS:

3.A Resolution of Commendation to Greg Shrader, for serving on the Parks and Recreation Advisory Board.  
3.B Proclamation designating May 13-19, 2018 as National Police Memorial Week.  
3.C Proclamation proclaiming May 6-12, 2018 as Public Service Recognition Week.  
3.D Proclamation proclaiming the month of May 2018 as Building Safety Month.  
3.E Proclamation declaring May 18, 2018 as Put on Purple Day.

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

Mr. Voelkel removed Item 4A from the consent agenda.

Mr. Ferguson moved for approval of consent agenda Item 4A; Ms. Summerlin seconded the motion and it passed 4-0:

4.A Minutes of the city council regular meetings held March 27, and April 24, 2018, and the city council workshop held April 17, 2018.

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

#### **4A. Minutes of the city council regular meeting held April 10, 2018:**

Mr. Voelkel moved for approval of the April 24, 2018 minutes, as amended to include Beep, Beep, Zoom on Item 6A; Mr. Baroody seconded the motion and it passed 3-1 with Councilmembers Voelkel, Baroody, and Ferguson voting in favor of the motion and Councilmember Summerlin voting against the motion.

#### **5. INFORMATION AND DISCUSSION**

##### **5.A Presentation by The Retail Coach regarding a retail study for Kerrville.**

Aaron Farmer, The Retail Coach, presented the retail market analysis and discussed the demographics, shopping habits, and net worth of the city's large retail trade area. The retail leakage study indicated significant opportunities for additional retail in many shopping categories; he recommended that Kerrville start an aggressive recruitment plan to target retailers that would fill the gap shown in the retail leakage study. He also made the following recommendations:

- Develop a regional retailer and restaurant recruitment campaign specific to downtown; work with downtown businesses to stay open later.
- Develop a regional retail development in the I-10 area.
- Possible future development and redevelopment opportunities in the Sidney Baker South area; retailers moving away from malls. Retail sales trend was moving more toward smaller shopping center developments and on-line sales rather than traditional malls.
- Sidney Baker North corridor had opportunity for additional retail development.
- Junction Highway had the highest traffic counts in the city; retail sales and restaurants will focus on locating in this area.
- Continue marketing Kerrville as a large retail trade area, not limited to just city's population; there was no competition to the west.
- Keep an updated database of available sites for quicker response to inquiries.
- Take a proactive role in attending and exhibiting at retail industry trade shows, conventions and conferences.
- Invest in wayfinding signs along corridors to drive customers to other sites in Kerrville.
- Recruit entertainment users and eating establishments that stay open late.
- Identify one entity in the community or point of contact to focus on retail recruitment.
- Retail recruitment is a process; typical development projects take 12-36 months.
- Develop a Kerrville retail-specific website that contain documents and marketing materials; also add the Retail Coach study information to the city and economic development websites.

The following persons spoke:

1. Kimber Falkinburg asked what type of retail sales the city was marketing? She preferred specialty stores, not big box stores. Mr. Farmer noted that big box stores were shrinking; the void analysis identified the type of retailers missing in the Kerrville area. The next step was to put together a prospect list focused on retailers identified in the void analysis.
2. John Miller asked when the report would be available to the public. Mr. McDaniel noted that part of the retail study was on the city's website and more information would be available in about one week.
3. Neil Power asked if it could be determined how much leakage was going to a store versus on line retailers by category. Mr. Farmer noted a study could be done.
4. Bruce Stracke noted the city should pay attention to the shopping activities of our changing demographics. The former KEDC director started a data base that would be helpful. He also recommended wayfinding signage.
5. Conrad Pomerly requested more options for family and children's clothing.

Council also discussed the following:

- Who are our competitors? Mr. Farmer noted communities to the east such as Boerne and San Antonio. The city has no competition to the west.
- The local and retail trade population was growing less rapidly locally than in other areas, and 50% of our population was not doing a lot of buying. Mr. Farmer opined that retail spending would increase at a consistent but slow rate.
- What type of incentives will the city have to offer to be competitive? Mr. Farmer recommended incentives such as sales tax abatements/rebates, and public/private partnerships; for example, the city could provide assistance with infrastructure for large shopping centers, convention centers, etc. based on the impact of a development.
- What type of growth would he recommend at I-10 and SH 16? Mr. Farmer recommended regional developments that draw people from outside Kerrville to mixed-use developments with retail, restaurants, and entertainment venues.

6. **CITY MANAGER'S REPORT:** None.
7. **ITEMS FOR FUTURE AGENDAS:** None.
8. **EXECUTIVE SESSION:** None.
9. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY:** None.

**ADJOURNMENT:** The meeting adjourned at 7:09 p.m.

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

ATTEST:

George Baroody, Mayor Pro Tem

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

CITY COUNCIL MINUTES  
OF A SPECIAL MEETING

KERRVILLE, TEXAS  
MAY 15, 2018

On May 15, 2018, 10:00 a.m. the Kerrville City Council special meeting was called to order by Mayor Pro Tem George Baroody in the city hall council chambers, 701 Main Street. The invocation was offered by Reverend Stockton Williams, Retired Rector of St. Peter's Episcopal Church, followed by the Pledge of Allegiance to the Flag led by Drew Paxton.

COUNCILMEMBERS PRESENT:

George Baroody	Mayor Pro Tem
Vincent Voelkel	Councilmember
Mary Ellen Summerlin	Councilmember
Warren Ferguson	Councilmember

COUNCILMEMBER ABSENT:

Bonnie White	Mayor
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CITY CORE STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
EA Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Amy Dozier	Director of Finance
David Knight	Police Chief
Kim Meismer	Director of General Operations
Dannie Smith	Fire Chief
Stuart Cunyus	Public Information Officer
Cheryl Brown	Deputy City Secretary
Drew Paxton	Director of Development Services

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

**1. STATEMENTS BY OUTGOING CITY COUNCILMEMBERS**

Statements were given by Mary Ellen Summerlin and Warren Ferguson.

**2. PRESENTATIONS TO OUTGOING CITY COUNCILMEMBERS**

Presentations were made to Mary Ellen Summerlin and Warren Ferguson.

**3. RESOLUTION NO. 15-2018 CANVASSING THE RETURNS AND DECLARING  
THE RESULTS OF THE MAY 5, 2018, CITY GENERAL ELECTION**

Mr. Ferguson moved to approve Resolution No. 15-2018; Ms. Summerlin seconded the motion and it passed 4-0.

**4. OATHS OF OFFICE GIVEN BY STEPHEN B. ABLES, PRESIDING JUDGE OF**

**THE SIXTH ADMINISTRATIVE JUDICIAL REGION:**

Judge Ables issued the oaths of office to the following newly-elected councilmembers:

- Mayor: Bill Blackburn
- Councilmember Place Four: Delayne Sigerman

It was noted that newly-elected Councilmember Place Three Judy Eychner was out of the country and her oath and certificate would be issued at a later date.

**5. CERTIFICATES OF ELECTION SIGNED AND ISSUED BY MAYOR BILL BLACKBURN:**

Certificates of election were signed and issued by Mayor Bill Blackburn:

- Mayor: Bill Blackburn
- Councilmember Place Four: Delayne Sigerman.

**6. STATEMENTS BY NEWLY-ELECTED COUNCILMEMBERS**

Statements were made by newly-elected councilmembers:

- Mayor: Bill Blackburn
- Councilmember Place Four: Delayne Sigerman.

**7. EXECUTIVE SESSION: None.**

Adjournment: The meeting adjourned at 10:29 a.m.

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

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

Bill Blackburn, Mayor

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

CITY COUNCIL MINUTES  
OF A SPECIAL MEETING

KERRVILLE, TEXAS  
MAY 18, 2018

On May 18, 2018, 4:00 p.m. the Kerrville City Council special meeting was called to order by Mayor Bill Blackburn at the Schreiner Mansion, 226 Earl Garrett Street, Kerrville, Texas. Invocation was offered by Donna Magee, Associate Pastor at First United Methodist Church.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
George Baroody	Mayor Pro Tem
Vincent Voelkel	Councilmember
Delayne Sigerman	Councilmember

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

Mike Hayes	City Attorney
EA Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Amy Dozier	Director of Finance
Kim Meismer	Director of General Operations
Stuart Cunyus	Public Information Officer
Cheryl Brown	Deputy City Secretary

**OATH OF OFFICE GIVEN BY STEPHEN B. ABLES, PRESIDING JUDGE OF THE  
SIXTH ADMINISTRATIVE JUDICIAL REGION:**

Judge Ables issued the oath of office to newly-elected Councilmember Judy Eychner.

A Certificate of election was signed and issued by Mayor Bill Blackburn to Councilmember Judy Eychner. Statements were made by Ms. Eychner.

The meeting adjourned at 4:20, followed by a reception hosted by Ms. Eychner.

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

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

Bill Blackburn, Mayor

Brenda G. Craig, City Secretary



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

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**SUBJECT:** Resolution No. 18-2018, amending the membership of the Recovery Community Coalition

**AGENDA DATE OF:** 6/12/2018                    **DATE SUBMITTED:** 5/31/2018

**SUBMITTED BY:** Brenda G. Craig, City Secretary

**EXHIBITS:** Resolution No. 26-2016, current  
Resolution No. 18-2018, proposed

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

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

Resolution No. 26-2016 created the Recovery Community Coalition and established membership requirements, including two positions for councilmembers. The proposed Resolution No. 18-2018 would amend the membership of the Recovery Community Coalition by removing the requirement that two of the 15 positions be held by city councilmembers; thereby allowing citizens to be appointed to these two positions.

**RECOMMENDED ACTION:**

Approve Resolution No. 18-2018.

**CITY OF KERRVILLE, TEXAS**  
**RESOLUTION NO. 26-2016**

**A RESOLUTION CREATING THE RECOVERY COMMUNITY COALITION AND PROVIDING FOR ITS PURPOSE, MEMBERSHIP, ROLES, AND RESPONSIBILITIES**

**WHEREAS**, the City Council of the City of Kerrville, Texas desires to create a Recovery Community Coalition in an effort to enhance opportunities of the local recovery community to integrate into and become a productive part of the local community;

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

**SECTION ONE.** There is hereby created the Recovery Community Coalition (“Coalition”) of the City of Kerrville, Texas, which shall consist of up to fifteen (15) members, each of whom must be City residents. Each member shall be a voting member. Each member shall be subject to two-year terms; provided, however, that at the Coalition’s organizational meeting, the members shall draw lots to establish the duration of the initial terms, with an exact majority of the members serving an initial term of two years and the remaining members serving a one-year term. The expiration date of all terms shall be December 31 of the year corresponding with the results of the drawing of lots. The initial one-year terms will therefore expire December 31, 2017.

**SECTION TWO.** The Coalition shall elect a chair and vice-chair from among its members and shall appoint a secretary. The Coalition shall establish regular meeting schedule, with meetings to be held at least once each calendar quarter. The Coalition shall follow the Charter and Code of Ordinances of the City of Kerrville as well as the Procedural Rules of Kerrville City Boards.

**SECTION THREE.** City Council will select members of the Coalition from community stakeholder groups, including at least one member from each of the following but any of which may include more than one member:

- Owner of a male boarding home facility with a valid permit issued by the City;
- Owner of a female boarding home facility with a valid permit issued by the City;
- Member of the Recovering Community;
- Representative of Young Person in Recovery or similar organization;
- Citizen of Kerrville with interest in these issue;
- Representative of mental health support organizations such as the Kerrville State Hospital;
- Representative of Peterson Health;
- Representative of Hill Country MHDD Centers;
- Representative from a residential addiction treatment facility located within Kerr County; and
- Two Councilmembers.

*Resolution  
26-2016*

**SECTION FOUR.** The purpose of the Coalition is to enhance the opportunities for the recovery community to become fully integrated into the fabric of Kerrville. The Coalition shall work toward considering and identifying strategies and techniques for reducing barriers for the recovery community to be fully integrated into the local community as well as to identify and advocate goals and ideas for enhancing positive relationships by and amongst the recovery community.

**SECTION FIVE.** On an annual basis, or more frequently as deemed proper by the Coalition or City Council, the Coalition should attend and report its conclusions, achievements, ideas, desires, and plans to City Council. It is recommended that the initial issue with which the Coalition is charged to review is Ordinance No. 2013-06 (Chapter 30, Article I, Code of Ordinances), which addresses the operation of group homes and boarding home facilities operating within the City.

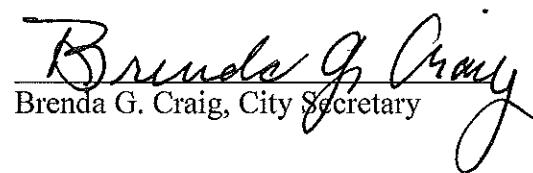
PASSED AND APPROVED ON this the 8<sup>th</sup> day of November A.D., 2016.

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

APPROVED AS TO FORM:

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

ATTEST:

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

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**CITY OF KERRVILLE, TEXAS**  
**RESOLUTION NO. 18-2018**

**A RESOLUTION AMENDING THE COMPOSITION OF THE  
RECOVERY COMMUNITY COALITION**

**WHEREAS**, City Council previously adopted Resolution No. 26-2016, which created the Recovery Community Coalition (“RCC”) in an effort to enhance opportunities of the local recovery community to integrate into and become a productive part of the local community; and

**WHEREAS**, since its creation, the RCC has dutifully met in meetings open to the public to discuss ways it could fulfill the purposes specified in Resolution No. 26-2016; and

**WHEREAS**, City Council now finds it to be in the public interest to amend Resolution No. 26-2016 by removing the appointment of two Councilmembers to the RCC and instead, allowing those positions to be filled by citizens;

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

**SECTION ONE.** Section Three of Resolution No. 26-2016 is amended by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) as follows:

**“SECTION THREE.** City Council will select members of the Coalition from community stakeholder groups, including at least one member from each of the following but any of which may include more than one member:

- Owner of a male boarding home facility with a valid permit issued by the City;
- Owner of a female boarding home facility with a valid permit issued by the City;
- Member of the Recovering Community;
- Representative of Young Person in Recovery or similar organization;
- Citizen of Kerrville with interest in these issue;
- Representative of mental health support organizations such as the Kerrville State Hospital;
- Representative of Peterson Health;
- Representative of Hill Country MHDD Centers;
- Representative from a residential addiction treatment facility located within Kerr County; and
- Two citizens ~~[Councilmembers]~~.

**SECTION TWO.** Other than the amendment specified in Section One, above, Resolution 26-2016 remains as adopted and unchanged.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.**

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Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

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Brenda G. Craig, City Secretary



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

**SUBJECT:** Agreement between City of Kerrville, Texas, and the Association of Property Owners of Riverhill to allow association to install and maintain landscaping within City right-of-way (ROW).

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/5/2018

**SUBMITTED BY:** E.A. Hoppe

**EXHIBITS:** Agreement  
Example of landscaping concept

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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
Up to \$2,500		Enter \$ Amount.	Enter Account #.

---

**PAYMENT TO BE MADE TO:** Association of Property Owners of Riverhill

**SUMMARY STATEMENT:**

Over the course of the spring the City has been in the process of removing the center column structures from the three traffic circles located along Riverhill Boulevard at the intersections of Winged Foot Lane, Spring Mill Drive, and Canterbury Lane. The original plan was to remove the approximately three foot high center columns and replace them with low curbing and an at-grade, concrete infill in the middle of the traffic circles. The Association of Property Owners of Riverhill (APOR) approached the City to evaluate an alternative plan whereby they would install landscaping material in the interior of the traffic circles and maintain the landscaping in the Right-of-Way (ROW) indefinitely. The plant materials included within the landscaping will be carefully selected to be drought sensitive, as no irrigation will be installed or be available for the area included within the traffic circles (example attached).

The terms of the Maintenance Agreement were negotiated and are included within the attached Exhibit. This ROW Maintenance Agreement is structured similarly to the agreement the City has with the Summit subdivision. In addition, the City has terminated the construction contract that was in the process of completing the original concrete installation plan, and the Agreement calls for the unspent monies on that contract (up to \$2,500) to be applied as a contribution to APOR for the landscaping project.

**RECOMMENDED ACTION:**

Approve Agreement.

**AGREEMENT BETWEEN CITY OF KERRVILLE, TEXAS, AND  
THE ASSOCIATION OF PROPERTY OWNERS OF RIVERHILL  
TO ALLOW ASSOCIATION TO INSTALL AND MAINTAIN  
LANDSCAPING WITHIN CITY RIGHT-OF-WAY; AND FOR THE  
CITY TO CONTRIBUTE FUNDS TOWARD THE INITIAL COSTS**

This agreement (“Agreement”) is entered into between the **City of Kerrville, Texas** (“City”), and the **Association of Property Owners of Riverhill** (“APOR”).

**BACKGROUND**

APOR is a property owners association created for the Riverhill residential subdivision. APOR has requested and the City has agreed to allow APOR to install and maintain landscaping within City-owned right-of-way in the three traffic circles on Riverhill Boulevard; located at the intersections of Canterbury Lane, Spring Mill Lane, and Winged Foot Lane.

**AGREEMENT**

In consideration of the promises of each, the parties agree as follows:

**1. *Defined Terms.*** In this Agreement:

*APOR* means the Association of Property Owners of Riverhill, Inc., its successors, or assigns.

*City* means the City of Kerrville, Texas.

*City Property* means the right-of-way within three existing traffic circles on Riverhill Boulevard, as shown in attached **Exhibit A**, incorporated in this Agreement by reference.

**2. *Effective Date and Term.*** This Agreement is effective on the latest date of the dates signed by the parties. This Agreement has an initial term of five (5) years and automatically renews thereafter for successive one-year terms, unless terminated as provided for in this Agreement.

**3. *Installation and Maintenance.*** APOR may install, maintain, and replace landscaping on City Property in compliance with this Agreement and City’s ordinances, including the City’s water management plan and other applicable laws or regulations. APOR will maintain the landscaping in good condition

and will replace any plants that are dead or dying, or any rocks or pavers that are missing, relocated, or damaged.

4. ***Contribution from City.*** City shall contribute up to \$2,500.00 toward the initial cost of landscaping on City Property. Prior to any payment from City, APOR must first submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval by City. Following each submission and verification thereof, which may include on-site inspections to confirm the installation and plantings, City shall then reimburse APOR for the cost. In no event shall the total amount of this payment(s) exceed \$2,500.00, and this obligation to reimburse will expire as of October 1, 2018.
5. ***Removal or Alteration of Improvements.*** APOR acknowledges and agrees that a) City may determine that the removal or alteration of the landscaping is necessary for the City to maintain, repair, replace, relocate, or alter the City Property, which includes Riverhill Boulevard; and b) City has no obligation to repair or replace any landscaping after the City's alteration or removal.
6. ***Indemnification.*** APOR will indemnify and hold harmless the City, its officers, agents, and employees, from and against all claims, losses, damages, suits, or liability, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with APOR's actions directed at installing or maintaining the landscaping within the City Property.

## **7. *Termination.***

- (a) The City, through its City Manager and without the need for City Council approval, may terminate this Agreement for any reason after the expiration of the initial five (5) year term, by giving APOR written notice of termination at least 180 days prior to the date of termination.
- (b) The City may terminate this Agreement as provided in this paragraph if APOR fails to materially comply with any provision of this Agreement. City must give APOR notice of the default in writing citing the term(s) of the Agreement that has been breached and what action APOR must take to cure the default. If APOR fails to cure the default as specified in the notice within 30 days after receiving the notice, or such longer period as may be necessary provided that APOR promptly begins curing the default and diligently continues such efforts to completion, the City Manager may terminate this Agreement by written notice to APOR specifying the date of termination.

(c) APOR may terminate this Agreement at any time upon i) providing City with 30 days written notice of the termination; and ii) performing and completing the duties and responsibilities required of it under this Agreement, in particular, the removal of dead or dying plants, prior to any such termination.

**8. Notices.** All notices required under this Agreement must be in writing and may be sent by: (a) delivering the notice in person; (b) depositing the notice in the U.S. Mail, certified or registered, return receipt requested, postage prepaid; (c) by depositing the notice with Federal Express or another courier service for next day delivery; or (d) sending the notice by telefax with confirming copy sent by mail. Notice is deemed effective when received by the party to be notified. All notices must be sent or delivered to the following addresses or as City or APOR may hereafter designate by written notice:

City: City of Kerrville, Texas APOR: Association of Property Owners of Riverhill

City Hall	P.O. Box 293895
701 Main Street	Kerrville, Texas 78029
Kerrville, Texas 78028	
Attention: City Manager	

**9. Successors and Assigns.** This Agreement is binding on either parties, successors, assigns and grantees.

**10. Law Governing and Venue.** This Agreement is governed by the law of the State of Texas; venue shall occur in Kerr County, Texas.

**11. Entire Contract.** This Agreement represents the entire agreement between the City and APOR. The Agreement supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**12. Severability.** If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

*(signatures begin on following page)*

CITY OF KERRVILLE, TEXAS

ASSOCIATION OF PROPERTY  
OWNERS OF RIVERHILLS

Mark L. McDaniel, City Manager

By: \_\_\_\_\_

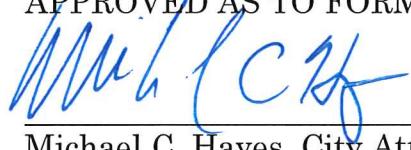
Date: \_\_\_\_\_

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

ATTEST:

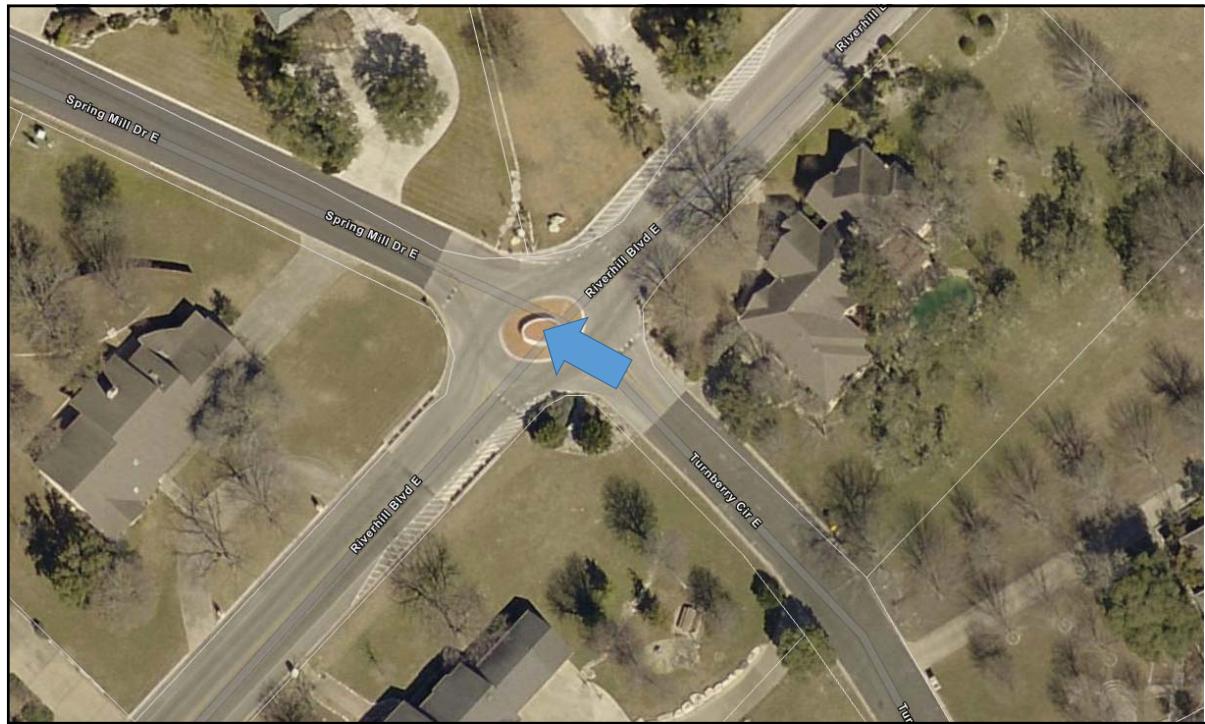
Brenda Craig, City Secretary

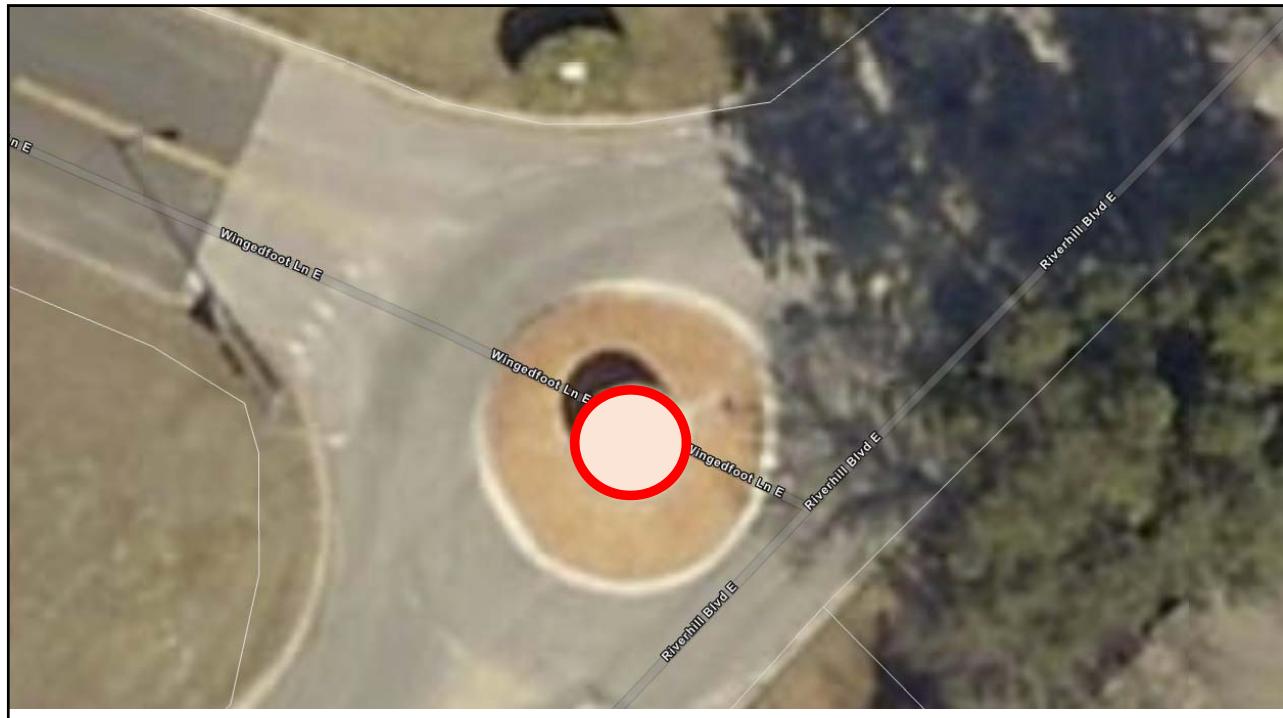
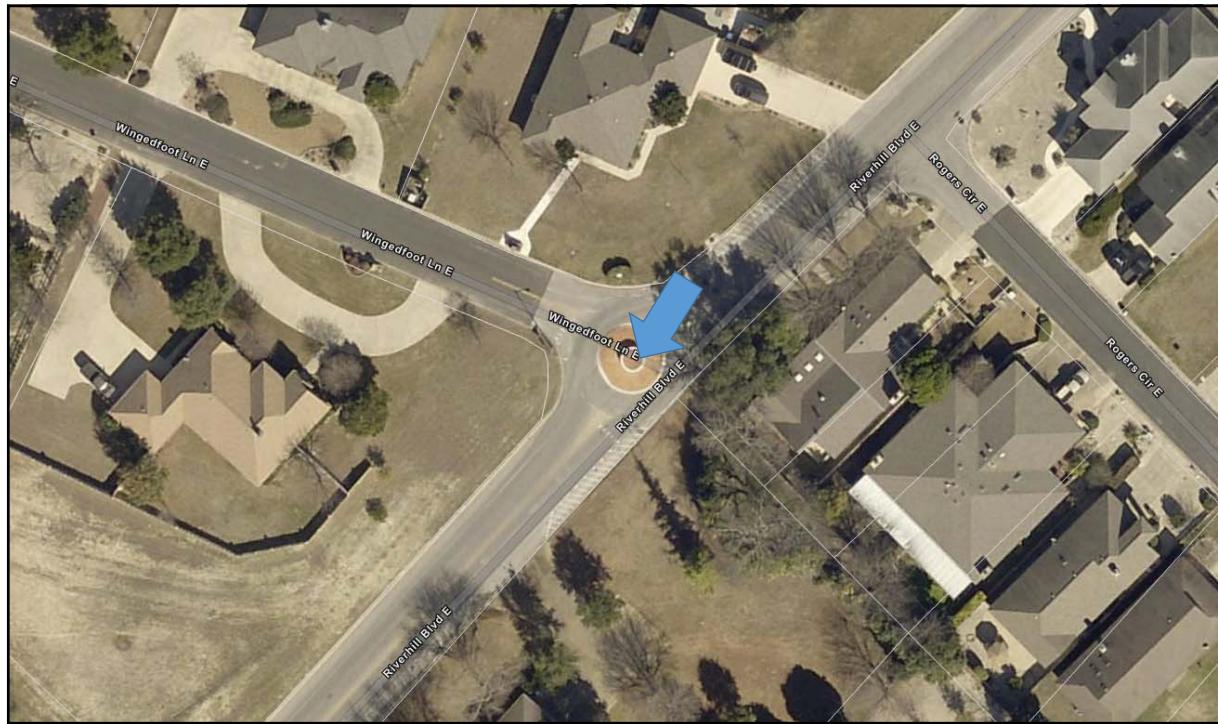
APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michael C. Hayes".

Michael C. Hayes, City Attorney











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

---

**SUBJECT:** Agreement between the City of Kerrville, Texas, and Kerrville Festival of the Arts, Inc. for use of hotel occupancy tax funds.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/4/2018

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

**EXHIBITS:** Agreement

---

<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$25,000	\$100,000	\$25,000	20-2000-4320

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**PAYMENT TO BE MADE TO:** Kerrville Festival of the Arts, Inc.

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**SUMMARY STATEMENT:**

Attached is an agreement between the City of Kerrville and Kerrville Festival of the Arts, Inc. for use of hotel occupancy tax (HOT) funds for the *Kerrville Festival of the Arts* event held Memorial Day weekend. The maximum eligible reimbursement is \$25,000. As a reminder, an allocation of \$25,000 each was approved in the FY18 adopted budget for three events for this purpose. These events are *Kerrville Festival of the Arts*, *Kerrville's Fourth on the River*, and the *Kerrville Triathlon Festival*.

---

**RECOMMENDED ACTION:**

Approval of the agreement.

**AGREEMENT BETWEEN CITY OF KERRVILLE, TEXAS, AND KERRVILLE  
FESTIVAL OF THE ARTS, INC., FOR USE OF HOTEL OCCUPANCY TAX FUNDS**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Kerrville, Texas, a home rule municipal corporation (“City”), and Kerrville Festival of the Arts, Inc., at Texas nonprofit corporation (“KFOA”).

**WITNESSETH:**

**WHEREAS**, City levies a tax within the City and its extraterritorial jurisdiction upon the occupancy of any room or space furnished by any hotel or motel and, pursuant to the provisions of Chapter 351 of the Texas Tax Code, disperses the proceeds of said tax to various organizations for their use pursuant to Chapter 351; and

**WHEREAS**, KFOA is hosting an annual juried fine art show event incorporating a multitude of different forms of art May 26-27, 2018 (“Festival”); and

**WHEREAS**, KFOA advertises and promotes the Festival in an effort to reach interested persons throughout the state; and

**WHEREAS**, it is the desire of the parties hereto to combine their efforts for the purpose of attracting tourists to the City so as to promote tourism and the hotel industry in the City;

**NOW, THEREFORE**, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of the City of Kerrville, Texas, the parties have agreed and do hereby agree as follows:

**ARTICLE I**

In consideration of KFOA promoting the City of Kerrville and conducting the Festival in an effort to attract tourists to both visit and stay in the City, City agrees to pay KFOA the total sum of up to TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), which KFOA may use for the following purposes:

- A. Printing of material and other costs directly relating to the advertising and promotion of the Festival; and
- B. Such other purposes as may be authorized by Chapter 351 of the Texas Tax Code and the City.

**ARTICLE II**

Payment of funds shall be on a reimbursable basis. To receive payment, KFOA shall submit a written request to the City accompanied by a copy of an invoice issued to KFOA requesting payment for services rendered in furtherance of the purposes set forth in Article I. KFOA shall have the discretion to determine how to allocate the funds granted by the City among

the permitted uses specified in Chapter 351 of the Texas Tax Code; however, the City's obligation to reimburse KFOA shall not exceed \$25,000.00.

### **ARTICLE III**

KFOA understands that the funds paid to KFOA by the City are derived from tax revenues collected under the City's Hotel Occupancy Tax Ordinance and that the City has estimated the tax revenues to be collected during the term of this Agreement in its budget for the fiscal year 2017-2018. KFOA further understands, acknowledges, and agrees that if the tax revenues actually collected by the City are less than the estimated tax revenues to be collected during the City's fiscal year 2017-2018, City will be under no obligation to reimburse KFOA for the full amount set forth in Article I, above.

### **ARTICLE IV**

The term of this Agreement is for a period beginning on June 12, 2018, and ending on June 30, 2018.

### **ARTICLE V**

In conjunction with its request for payment, KFOA shall provide a written report and full documentation showing the expenditures made pursuant to this Agreement and that the funds provided by City pursuant to this Agreement were used only for the purposes authorized by this Agreement and Texas Tax Code §351.101, as amended. KFOA shall maintain books of account with correct entries of all expenditures that are made according to the terms of this Agreement and of funds allocated from other sources. Any and all books of account of KFOA for the Festival shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account for the Festival, including but not limited to statements of account relating to the disposition of funds provided by the City under this Agreement and funds allocated from other sources. KFOA shall maintain these books of account for a period of three (3) years following the expiration of the term for which they are applicable. Notwithstanding Article II, above, City shall be under no obligation to make any reimbursements if the reports required by this Article V have not been delivered to City.

### **ARTICLE VI**

Not later than June 30, 2018, shall provide the City Manager with a written report of its accomplishments related to the services provided for herein, including the effectiveness of its advertising and promotions to cause tourists to attend the Festival and the outcome of the Festival.

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## **ARTICLE VII**

This Agreement does not create any joint venture, partnership, or agency relationship between City and KFOA, it being the intent of the Parties that KFOA shall at all times be and operate hereunder as an independent contractor. KFOA shall have exclusive control of, and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of KFOA's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

## **ARTICLE VIII**

In the event of any default by KFOA hereunder, including, but not limited to, use of the funds provided herein for purposes other than those stated in Article I, above, City may cease all future payments hereunder and terminate this Agreement. In addition, KFOA shall, at City's request, refund to City funds that are not spent in accordance with this Agreement and any unspent and unobligated funds previously paid to KFOA.

## **ARTICLE IX**

**KFOA AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE CARRYING ON OF WORK OR IN THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER. KFOA COVENANTS AND AGREES TO, AND DOES HEREBY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, AND EXPENSES OF ANY CHARACTER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR INCURRED ON ACCOUNT OF ANY INJURIES OR DAMAGES, WHETHER REAL OR ASSERTED, SUSTAINED BY ANY PERSON OR PROPERTY BY OR IN CONSEQUENCE OF ANY INTENTIONAL OR NEGLIGENT ACT, OMISSION, OR CONDUCT OF KFOA, ITS AGENTS, SERVANTS OR EMPLOYEES.**

## **ARTICLE X**

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

## **ARTICLE XI**

KFOA shall adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and shall maintain in effect during the term of this

Agreement any and all federal, state and local licenses and permits which may be required of KFOA generally.

## **ARTICLE XII**

KFOA may not assign this Agreement without the written consent of the City Manager, or his designee.

## **ARTICLE XIII**

The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

## **ARTICLE XIV**

The obligations of the parties to this Agreement are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Kerr County, Texas.

## **ARTICLE XV**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **ARTICLE XVI**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

## **ARTICLE XVII**

Neither City nor KFOA shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of City or KFOA except as herein provided, and which by the exercise of due diligence City or KFOA is unable, wholly or in part, to prevent or overcome.

## **ARTICLE XVIII**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties, which relate to matters in this Agreement.

**SIGNED AND AGREED by City and KFOA on the dates indicated below.**

**THE CITY OF KERRVILLE**

BY: \_\_\_\_\_  
NAME: MARK L. McDANIEL,  
TITLE: CITY MANAGER  
DATE: \_\_\_\_\_

**KERRVILLE FESTIVAL OF THE ARTS, INC.**

BY: \_\_\_\_\_  
NAME: LuANN ANDERSON  
TITLE: EXECUTIVE DIRECTOR  
DATE: \_\_\_\_\_

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

APPROVED AS TO CONTENT:

Ashlea Boyle, Director of Parks and Recreation



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

---

**SUBJECT:** Agreement between the City of Kerrville, Texas, and Kerrville's Fourth on the River, Inc. for use of hotel occupancy tax funds.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/4/2018

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

**EXHIBITS:** Agreement

---

<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	
\$25,0000	\$100,000	\$25,000	<b>Account Number:</b> 20-2000-4320

---

**PAYMENT TO BE MADE TO:** Kerrville's Fourth on the River, Inc.

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**SUMMARY STATEMENT:**

Attached is an agreement between the City of Kerrville and Kerrville's Fourth on the River, Inc. for use of hotel occupancy tax (HOT) funds for the *Robert Earl Keen's Fourth on the River* event held July 4<sup>th</sup>. The maximum eligible reimbursement is \$25,000. As a reminder, an allocation of \$25,000 each was approved in the FY18 adopted budget for three events for this purpose. These events are *Kerrville Festival of the Arts*, *Kerrville's Fourth on the River*, and the *Kerrville Triathlon Festival*.

---

**RECOMMENDED ACTION:**

Approval of the agreement.

**AGREEMENT BETWEEN CITY OF KERRVILLE, TEXAS, AND KERRVILLE'S  
FOURTH ON THE RIVER, INC. FOR USE OF HOTEL OCCUPANCY TAX FUNDS**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Kerrville, Texas, a home rule municipal corporation ("City"), and Kerrville's Fourth on the River, Inc., a Texas nonprofit corporation, ("KFOR").

**WITNESSETH:**

**WHEREAS**, City levies a tax within the City and its extraterritorial jurisdiction upon the occupancy of any room or space furnished by any hotel or motel and, pursuant to the provisions of Chapter 351 of the Texas Tax Code, disperses the proceeds of said tax to various organizations for their use pursuant to Chapter 351; and

**WHEREAS**, KFOR produces and hosts in conjunction with the City's July 4<sup>th</sup> fireworks display on July 4, 2018, an Independence Day celebration within Louise Hays Park (the "Event"); and

**WHEREAS**, KFOR advertises and promotes the Event in an effort to reach interested persons throughout the state; and

**WHEREAS**, it is the desire of the parties hereto to combine their efforts for the purpose of attracting tourists to the City so as to promote tourism and the hotel industry in the City;

**NOW, THEREFORE**, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of the City of Kerrville, Texas, the parties have agreed and do hereby agree as follows:

**ARTICLE I**

In consideration of KFOR promoting the City of Kerrville and conducting the event in an effort to attract tourists to both visit and stay in the City, City agrees to pay KFOR a total sum of up to TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), which KFOR may use for the following purposes:

- A. Printing of material and other costs directly relating to the advertising and promotion of the Event; and
- B. Such other purposes as may be authorized by Chapter 351 of the Texas Tax Code and the City.

**ARTICLE II**

Payment of funds shall be on a reimbursable basis. To receive payment, KFOR shall submit a written request to the City accompanied by a copy of an invoice issued to KFOR requesting payment for services rendered in furtherance of the purposes set forth in Article I.

KFOR shall have the discretion to determine how to allocate the funds granted by the City among the permitted uses specified in Chapter 351 of the Texas Tax Code; however, the City's obligation to reimburse KFOR shall not exceed \$25,000.00.

### **ARTICLE III**

KFOR understands that the funds paid to KFOR by the City are derived from tax revenues collected under the City's Hotel Occupancy Tax Ordinance and that the City has estimated the tax revenues to be collected during the term of this Agreement in its budget for the fiscal year 2017-2018. KFOR further understands, acknowledges, and agrees that if the tax revenues actually collected by the City are less than the estimated tax revenues to be collected during the City's fiscal year 2017-2018, City will be under no obligation to reimburse KFOR for the full amount set forth in Article I, above.

### **ARTICLE IV**

The term of this Agreement is for a period beginning on June 13, 2018, and ending on July 31, 2018, unless this Agreement is terminated sooner.

### **ARTICLE V**

In conjunction with its request for payment, KFOR shall provide a written report and full documentation showing the expenditures made pursuant to this Agreement and that the funds provided by City pursuant to this Agreement were used only for the purposes authorized by this Agreement and Texas Tax Code §351.101, as amended. KFOR shall maintain books of account with correct entries of all expenditures that are made according to the terms of this Agreement and of funds allocated from other sources. Any and all books of account of KFOR for the event shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account for the event, including but not limited to statements of account relating to the disposition of funds provided by the City under this Agreement and funds allocated from other sources. KFOR shall maintain these books of account for a period of three (3) years following the expiration of the term for which they are applicable. Notwithstanding Article II, above, City shall be under no obligation to make any reimbursements if the reports required by this Article V have not been delivered to City.

### **ARTICLE VI**

Not later than July 31, 2018, KFOR shall provide the City Manager with a written report of its accomplishments related to the services provided for herein, including the effectiveness of its advertising and promotions to cause tourists to attend the Event and the outcome of the Event.

## **ARTICLE VII**

This Agreement does not create any joint venture, partnership, or agency relationship between City and KFOR, it being the intent of the Parties that KFOR shall at all times be and operate hereunder as an independent contractor. KFOR shall have exclusive control of, and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of KFOR's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

## **ARTICLE VIII**

In the event of any default by KFOR hereunder, including, but not limited to, use of the funds provided herein for purposes other than those stated in Article I, above, City may cease all future payments hereunder and terminate this Agreement. In addition, KFOR shall, at City's request, refund to City funds that are not spent in accordance with this Agreement and any unspent and unobligated funds previously paid to KFOR.

## **ARTICLE IX**

**KFOR AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE CARRYING ON OF WORK OR IN THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER. KFOR COVENANTS AND AGREES TO, AND DOES HEREBY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, AND EXPENSES OF ANY CHARACTER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR INCURRED ON ACCOUNT OF ANY INJURIES OR DAMAGES, WHETHER REAL OR ASSERTED, SUSTAINED BY ANY PERSON OR PROPERTY BY OR IN CONSEQUENCE OF ANY INTENTIONAL OR NEGLIGENT ACT, OMISSION, OR CONDUCT OF KFOR, ITS AGENTS, SERVANTS OR EMPLOYEES.**

## **ARTICLE X**

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

## **ARTICLE XI**

KFOR shall adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and shall maintain in effect during the term of this

Agreement any and all federal, state and local licenses and permits which may be required of KFOR generally.

## **ARTICLE XII**

KFOR may not assign this Agreement without the written consent of the City Manager, or his designee.

## **ARTICLE XIII**

The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

## **ARTICLE XIV**

The obligations of the parties to this Agreement are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Kerr County, Texas.

## **ARTICLE XV**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **ARTICLE XVI**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

## **ARTICLE XVII**

Neither City nor KFOR shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods, and any other cause not reasonably within the control of City or KFOR except as herein provided, and which by the exercise of due diligence City or KFOR is unable, wholly or in part, to prevent or overcome.

## **ARTICLE XVIII**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties, which relate to matters in this Agreement.

**SIGNED AND AGREED by City and KFOR on the dates indicated below.**

**THE CITY OF KERRVILLE**

BY: \_\_\_\_\_  
NAME: MARK L. McDANIEL  
TITLE: CITY MANAGER  
DATE: \_\_\_\_\_

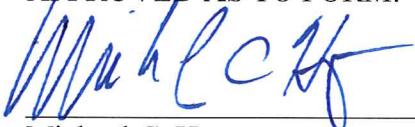
**KERRVILLE'S FOURTH ON THE RIVER, INC.**

BY: \_\_\_\_\_  
NAME: BEN MODISETT  
TITLE: PRESIDENT  
DATE: \_\_\_\_\_

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes  
City Attorney

APPROVED AS TO CONTENT:

Ashlea Boyle  
Director of Parks & Recreation



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

**SUBJECT:** Renewal of a license agreement between the City of Kerrville, Texas, and Kerrville's Fourth on the River, Inc.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/5/2018

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

**EXHIBITS:** Agreement

---

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

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**PAYMENT TO BE MADE TO:** N/A

**SUMMARY STATEMENT:**

Attached is a license agreement renewal between the City of Kerrville and Kerrville's Fourth on the River, Inc. for use of Louise Hays Park for the annual July 4<sup>th</sup> celebration. The current agreement expired in 2017. This will again be a multi-year agreement and will expire in 2020. Kerrville's Fourth on the River produce's the event, while the City manages the fireworks. The City would like to continue working with this organization to provide a quality special event for our community.

**RECOMMENDED ACTION:**

Approval of the agreement.

**LICENSE AGREEMENT FOR SPECIAL EVENT**  
**(Kerrville's 4th on the River)**

**THIS LICENSE AGREEMENT** (“Agreement”) is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between City of Kerrville, Texas (“City”), a Texas home-rule municipal corporation, acting through its City Manager; and Kerrville’s 4th on the River (“KFOR”), a Texas nonprofit corporation, acting by and through its duly authorized officer. Collectively the City and KFOR may be referred to as the “Parties” and individually as the “Party”.

**BACKGROUND**

**WHEREAS**, City and KFOR are working together to produce a July 4<sup>th</sup> celebration for the citizens of Kerrville and others; and

**WHEREAS**, this Agreement is intended to formalize the relationship and further illustrate the collaboration between the Parties by setting forth understandings regarding this production and to help ensure the establishment of appropriate safeguards for a safe and successful event; and

**WHEREAS**, the July 4<sup>th</sup> celebration to be held primarily within the City’s Louise Hays Park, as indicated on the map found at **Exhibit A**, will benefit the public through the offering of entertainment and will encourage tourism and the promotion of the downtown area;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties have agreed as follows:

**I. APPOINTMENT OF KFOR AS COORDINATOR; LICENSE FOR USE OF CITY PROPERTY**

- 1.1 City appoints KFOR and KFOR accepts the appointment as the official coordinator of the event known as the Kerrville’s 4<sup>th</sup> on the River, to include securing musical entertainment, food and drink vendors, and the necessary staging, fencing, and booths required for each (the “Event”).
- 1.2 City grants KFOR the right to temporarily use and occupy the City’s Louise Hays Park (“Licensed Premises”) and the Centennial Stage area within the Licensed Premises for musical performances (“Performance Area”) for the Event, subject to the terms and conditions of this Agreement. The term “Licensed Premises” includes and means “Performance Area”. The Licensed Premises and Performance Area shall be located as indicated on the map, which is attached as **Exhibit A**. KFOR shall use the Licensed Premises solely for the operation of this Event and for no other purpose.
- 1.3 KFOR, at all times, shall control its contractors, agents, representatives, vendors, concessionaires, and volunteers. City may remove any and all such persons from the Licensed Premises who engage in disorderly or unsafe conduct. In the event of the exercise of this authority, KFOR waives any and all claims for damages against the City and its officers, employees, and agents on account thereof.

## **II. TERM AND TERMINATION**

**2.1** The term of this Agreement is from the date that this Agreement is signed by both Parties and will continue on an annual basis through July 5, 2020. Pursuant to this Agreement, KFOR shall have the authority to produce an Event each July 4<sup>th</sup> during the term, which may include the time necessary for set-up and take down. Each Party has the right to terminate this Agreement upon providing the nonterminating Party with one-hundred eighty (180) days written notice of an intent to terminate this Agreement.

## **III. IMPROVEMENTS**

**3.1** KFOR shall not construct, or allow to be constructed, any permanent improvements or structures on the Licensed Premises nor shall KFOR make, or allow to be made, any alterations to the Licensed Premises unless approved by the City Manager or designee (“City Manager”).

## **IV. RULES, REGULATIONS, AND RESPONSIBILITIES**

**4.1** KFOR shall comply with any request of the City Manager, the City’s Police Department and its officers, and the City’s Fire Marshal or designee(s) with respect to the health and safety of the public, including crowd management and control. Contingency plans for security and public services necessary for a larger crowd than anticipated will be discussed and agreed to with the City prior to the Event.

**4.2** City, to include its City Manager and employees of its Parks and Recreation Department, Police, Fire, EMS, designee(s) and/or other representatives, shall have the right at any time to enter any portion of the Licensed Premises for any purpose. The entrances and exits of the Performance Area will be open or closed under the direction of KFOR in accordance with the terms of this Agreement and the normal constraints for public safety as solely determined by the City Manager.

**4.3** KFOR shall ensure that all pathways, entrances, and points of ingress and egress remain unobstructed and that such is not used for any other purposes other than public ingress or egress.

**4.4** KFOR is responsible for providing and installing fencing around the Performance Area, if deemed necessary by KFOR. If fencing is installed, fencing must include easily removed sections for safety and crowd management purposes. Fencing installation and removal should include a visual inspection of the grounds to remove wire clippings and product(s) that may have become dislodged or dropped during installation. KFOR shall ensure that any entrance and exit gates to the Performance Area do not impede the public right of ways and will accommodate a smooth and efficient flow of persons without causing undue wait times or conditions that may create crowd assembly.

**4.5** KFOR shall not bring or permit anyone to bring or keep anything into the Licensed Premises or Performance Area that will or may increase the fire hazard or adversely affect the Licensed Premises. KFOR shall not bring any personal property onto the Licensed

Premises or place or put up any decorations that may damage Licensed Premises without the consent of the City Manager.

- 4.6 KFOR shall not admit into the Performance Area more persons than is determined by the City Manager and/or Fire Marshal can safely or freely move about within the Performance Area and the decision of the City in this respect will be final.
- 4.7 KFOR shall comply with all rules of the Texas Alcoholic Beverage Commission (TABC) with respect to the sale and consumption of alcohol, to include the receipt of appropriate license(s) for its activities.
- 4.8 KFOR may permit persons to enter the Licensed Premises with lounge chairs, blankets, towels, or similar products. KFOR shall take reasonable steps to prohibit and prevent anyone from bringing alcohol or glass containers into the Licensed Premises.
- 4.9 KFOR shall allow attendees to enter the Licensed Premises with factory sealed water bottles in clear plastic containers. KFOR shall ensure that this policy is clearly expressed to the public in its marketing and promotion materials prior to the Event and at the entrance to the Licensed Premises.
- 4.10 KFOR and its contractors, agents, representatives, vendors, concessionaires, and volunteers shall conduct the Event in accordance with federal, state, and local laws, including applicable noise regulations.
- 4.11 KFOR shall pay all applicable federal, state, and local taxes in connection with the Event and Event performances, exhibitions, or entertainment, and shall furnish City all necessary information in order that City may report the transactions to the proper authorities. KFOR is responsible for the collection and reporting of all taxes due any governmental entity for the sale of tickets or sale of other taxable items, including vending and concessions. **KFOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF THE COLLECTION, REPORTING, AND/OR PAYMENT OF TAXABLE SALES OCCURRING IN CONNECTION WITH THE EVENT.**
- 4.12 KFOR may use and place only temporary advertisements, signs, decorations, posters, banners, inflatable balloons, and displays (“signage”) in, on, or about the Licensed Premises. All signage shall be subject to the prior written approval of City. KFOR agrees to remove and properly dispose of all signage from the Licensed Premises when KFOR vacates the Licensed Premises.
- 4.13 KFOR shall establish a first aid/comfort station.
- 4.14 KFOR should ensure that its vendors have ample water supplies for sale and/or distribution to the public. In addition, KFOR is encouraged to ensure that an ample amount of free public water sources are available as appropriate for the weather conditions existing at the time.

4.15 KFOR is prohibited from selling, distributing, promoting, and/or advertising tobacco or adult-oriented companies, products, or organizations in any manner.

4.16 KFOR shall take all appropriate steps to discourage profanity and obscenity.

4.17 KFOR shall take all appropriate steps to ensure that no activity or method of operation is allowed in, on, or about the Licensed Premises which exposes patrons to nudity or to partial nudity. "Nudity" means total absence of clothing or covering for the human body. "Partial nudity" means exposure of the female breast or the exposure of the male or female pubic area or buttocks.

4.18 KFOR shall take all appropriate steps to ensure that the operation of a massage business, tanning salon, gambling casino, or gambling of any nature does not occur in, on, or about the Licensed Premises.

4.19 Discrimination on account of race, color, sex, age, disability, or national origin, directly or indirectly, in employment or in the use of or admission to the Licensed Premises is prohibited.

4.20 City shall obtain any required parking permits or street closure permits from the Texas Department of Transportation at least ten (10) days prior to the Event.

4.21 KFOR shall secure and provide information to the public regarding parking and designated ADA parking accommodations.

4.22 City shall have final approval for KFOR's placement of all equipment, stages, portable amenities, and signage ("Event Structures") within the Licensed Premises. KFOR shall remove all Event Structures from the Licensed Premises on or before the time specified in the Event Plan, as defined in Section V below.

4.23 KFOR shall secure all local and state permits associated with the Event or require its authorized concessionaires and vendors to obtain such permits.

4.24 KFOR shall assign an event coordinator to ensure compliance with this Agreement and provide City with a single point of contact. KFOR shall provide City with all contact information for the event coordinator, such information to include cell, business, and home telephone numbers and an email address.

4.25 KFOR assumes all liabilities and costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic and performance rights used on or incorporated in conducting the Event. KFOR shall ensure that all applicable licensing fees are paid, such as the American Society of Composers, Authors, and publishers (ASCAP) fee. **KFOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ALL DAMAGES, COSTS, AND EXPENSES IN LAW OR EQUITY FOR OR ON ACCOUNT OF ALL CLAIMS ARISING OUT OF THE USE OF ANY PATENTED, TRADEMARKED, OR COPYRIGHTED MATERIALS, EQUIPMENT, DEVICES, PROCESSES OR DRAMATIC AND PERFORMANCE**

**RIGHTS FURNISHED OR USED BY KFOR, AND ALL CLAIMS ARISING  
INCIDENT TO THIS AGREEMENT.**

- 4.26** KFOR shall be responsible for the marketing of the Event and all production costs associated with marketing.
- 4.27** City grants to KFOR the sole and exclusive right to sell drinks, food, souvenirs, or other merchandise of any sort on the Licensed Premises. KFOR shall be responsible for recruiting and contracting directly with food, beverage, and merchandise vendors and entertainment and KFOR shall be responsible for ensuring all associated permits and licenses have been obtained and are current and available for inspection. KFOR may lease all concession or vending rights to any person or persons, subject to prior, written approval by City. KFOR shall provide City with a list or copy of permits of all permitted food and beverage vendors for the Event.
- 4.28** KFOR shall take all appropriate steps to prevent and pick-up litter including efforts to prevent and remove litter from the Licensed Premises and Guadalupe River.
- 4.29** KFOR is prohibited from selling or using glass containers with respect to the serving of food or beverages or where used on any product, merchandise, and/or novelty item. All cardboard boxes and packaging brought on site shall be broken down and collected for recycling provided by City. Samples, merchandise, and other items for sale should be removed from plastic and/or paper packaging and recycled or disposed of accordingly.
- 4.30** KFOR, its contractors, agents, representatives, vendors, concessionaires, and volunteers or the patrons attending the Event are prohibited from giving away free samples or merchandise without the prior, written consent of the City Manager.
- 4.31** KFOR shall be responsible for the creation and distribution of credentials for the Licensed Premises and Performance Area, including the issuance of any parking passes.
- 4.32** City, at its option, may provide fencing for the Event. In addition, and subject to availability of City staff, City may transport and/or install both fencing and vendor booths needed for the Event.
- 4.33** City shall allow KFOR to make electrical connections to existing electrical service for use by KFOR during events, including the provision of electricity for the vendors and the entertainment stage. KFOR should coordinate electrical service directly with the City, KPUB, and licensed electricians. Any electrical or water service required for the Event beyond that which is currently available will be the responsibility of KFOR.
- 4.34** KFOR shall be responsible for removing trash during the Event and is responsible for providing, placing, maintaining, and removing trash containers, portable toilets, and grease traps.
- 4.35** KFOR shall provide portable toilets in an amount not less than 1 per 100 attendees, to be calculated based upon the estimated peak attendance period. In addition, KFOR shall

ensure that at least 10% of portable toilets comply with the ADA. The location of the portable toilets shall be identified in the Event Plan, per Section 5.1. KFOR shall remove the portable toilets before on or before July 6 following each Event. KFOR shall provide separate portable toilets for both entertainer and vendor areas. KFOR shall ensure that hand sanitation stations are provided. City reserves the right to request and approve adjustments to portable toilet services depending on Event size, scope, and details.

- 4.36** City shall be responsible for street closures and traffic control outside of the Licensed Premises and in accordance with the TxDOT approved traffic control plan.
- 4.37** City shall reserve the Licensed Premises for use in conjunction with the Event.
- 4.38** City shall provide police, fire, and EMS personnel at the event, and shall place at least one (1) ambulance within the Licensed Premises.
- 4.39** KFOR shall monitor crowd activities, the operation of ticket booths, and the placement, use, and security of any ATM machines.
- 4.40** At least thirty (30) days prior to the Event, KFOR shall provide notice to the owner and/or manager of Park Lane Apartments regarding the Event, its date and hours.

## **V. EVENT PLAN**

- 5.1** KFOR and City shall develop an event plan (“Event Plan”) outlining specific responsibilities of KFOR and City based upon duties and responsibilities found within this Agreement. The Event Plan must include: a) security; b) location of structures and equipment; c) Event date/times; d) staging date/times; e) breakdown dates/times; f) advertising and signage; g) street and/or lane closures; h) electrical requirements; i) coordination with local businesses; j) press releases; and k) any other logistical or operational requirements. KFOR shall clearly diagram the location of all vendors and concessionaires on a site plan in a “booth-by-booth” manner.
- 5.2** The Event Plan must be in writing, finalized, and agreed to by KFOR and City not later than thirty (30) days prior to the Event. Modifications after that date must be in writing and agreed to by the City.

## **VI. DEFAULT AND REMEDIES**

- 6.1** Where a default occurs during the Event that is of a nature that threatens public safety or property damage or is a material breach in the operation of the Event by KFOR, KFOR shall cure such default or breach within one hour of the City’s verbal notice to KFOR through KFOR’s event coordinator. If a breach cannot be cured within one hour, KFOR shall attempt the cure within one hour and thereafter diligently pursue a remedy.
- 6.2** Upon the occurrence of an event of default as provided, City may, at its option, declare this Agreement, and all rights and interests created by it, terminated. Upon City electing to terminate, this Agreement will cease and come to an end as if that were the day originally

fixed for the expiration of the term hereof; or City may, at its option, resume possession of the Licensed Premises.

**6.3** Any termination of this Agreement does not relieve KFOR from any claim for damages then or theretofore accruing against KFOR, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from KFOR for any default. All rights, options, and remedies of City contained in this Agreement shall be cumulative of the other and City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Agreement. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction.

## **VII. INDEMNIFICATION**

**7.1** **KFOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL DEFENSE COSTS, CLAIMS, LIENS, DAMAGES, JUDGMENTS, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND IN LAW OR IN EQUITY AND NATURE ARISING OUT OF OR IN CONNECTION WITH KFOR'S USE AND/OR OCCUPANCY OF THE LICENSED PREMISES TO THE EXTENT IT ARISES OUT OF ANY ACT OR OMISSION OF KFOR OR ANY OF KFOR'S CONSULTANTS, CONTRACTORS, AGENTS, REPRESENTATIVES, VENDORS, CONCESSIONAIRES, VOLUNTEERS, PATRONS, GUESTS, OR INVITEES AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, INCLUDING ANY DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO: (A) KFOR OR KFOR'S CONSULTANTS, CONTRACTORS, AGENTS, REPRESENTATIVES, VENDORS, CONCESSIONAIRES, VOLUNTEERS, PATRONS, GUESTS, OR INVITEES AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES; OR (B) CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS. THIS INDEMNITY SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM A NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, EXCEPT TO THE EXTENT PROVIDED BELOW. IN THE EVENT KFOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH TEXAS STATE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, ITS ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES UNDER TEXAS LAW AND**

**WITHOUT WAIVING ANY OTHER LAWFUL DEFENSES AVAILABLE TO OTHERS.**

- 7.2 KFOR shall promptly advise City in writing of any claim or demand against City or KFOR known to KFOR related to or arising out of KFOR's or City's activities under this Agreement. Further, KFOR shall see to the investigation and defense of any such claim or demand against KFOR or City at KFOR's sole cost until such time as City is found to be negligent by a court of competent jurisdiction. City shall have the right, at its option and at its own expense, to participate in such defense without relieving KFOR of any of its obligations under this paragraph.
- 7.3 The provisions of this section (and indemnification) are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 7.4 KFOR and its contractors, agents, representatives, vendors, concessionaires, and volunteers while engaged in the performance of any work required by the City or any work related to this Agreement shall be considered representatives, agents, or volunteers of KFOR only and not of City. Any and all claims that may result from any obligation for which KFOR may be held liable under any Workers' Compensation, Unemployment Compensation, or Disability Benefits law or under any similar law on behalf of said representatives, agents, or volunteers shall be the sole obligation and responsibility of KFOR.
- 7.5 KFOR assumes the sole risk for all personal property placed within the Licensed Premises. City is not liable and KFOR waives all claims for any damage either to the person or property of KFOR and to all others due to the Licensed Premises or appurtenances becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, drainage, flooding, or defective wiring or excessive or deficient electrical current; or from any act or omission of or other occupants of the Licensed Premises, or any other persons; due to the happening of any accident in or about said Licensed Premises. **KFOR SHALL SAVE AND HOLD HARMLESS CITY FROM ANY CLAIMS ARISING OUT OF DAMAGE TO KFOR'S OR OTHER'S PROPERTY OR DAMAGE TO KFOR'S OPERATIONS, SERVICES, AND/OR BUSINESS.**

**VIII. INSURANCE REQUIREMENTS**

- 8.1 Prior to the commencement of the Event, KFOR shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall clearly indicate the Event in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form(s) must have the agent's original signature, including the signer's company affiliation, title, and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. City shall have no duty to perform under this Agreement until such certificate and endorsements have been received and approved

by the City. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

**8.2** The City reserves the right to review the insurance requirements of this section and to modify insurance coverages and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.

**8.3** As the KFOR's financial integrity is of interest to City, therefore, subject to KFOR's right to maintain reasonable deductibles in such amounts as are approved by City, KFOR shall obtain and maintain in full force and effect for the duration of the Agreement, at KFOR's sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed.

<b>TYPE</b>	<b>AMOUNT</b>
1. Commercial General (Public) Liability a) Premises/Operations b) Independent Contractors umbrella or excess liability c) road Form Contractual Liability coverage d) Products/completed operations e) Broad form property damage, to include fire legal liability f) Personal Injury g) Host Liquor Liability h) Liquor Legal Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000  For Bodily Injury and Property Damage of \$1,000,000 per occurrence, \$2,000,000 general aggregate or its equivalent in
2. Comprehensive Automobile Liability a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent
3. Property Insurance: For physical damage to the property of KFOR, including improvements and betterment to the Licensed Premises	Coverage for a minimum of eighty percent (80%) of the replacement cost of the KFOR's property

**8.4** KFOR shall provide Host Liquor and Liquor Liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage or require any person or entity that KFOR has conveyed concession rights for the sale and disbursement of alcoholic beverages, to purchase Liquor Liability insurance and provide a Certificate of Insurance and Endorsement that names the KFOR and the City as an additional insured.

8.5 KFOR shall obtain General Liability insurance with minimum limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate from each vendor or concessionaire sublicensed by KFOR, and provide a Certificate of Insurance and Endorsement that names KFOR and City as an additional insured.

8.6 City is entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits required by City and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation and are binding upon either party or the underwriter of any such policies.

8.7 KFOR agrees that with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- A. Name of City and its elected officials, employees, officers, agents, representatives, and volunteers as additional insureds by endorsement as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of: the workers' compensation and professional liability policies;
- B. Provide for an endorsement that the "other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy;
- C. Workers' compensation, employers' liability, and property insurance policies will provide a waiver of subrogation in favor of the City; and
- D. Provide immediate written notice directly to the City of any suspension cancellation, or material change in coverage.

8.8 City shall have the option to suspend KFOR's performance should the required insurance be cancelled or modified during this Agreement. KFOR's failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement. All notices, replacement certificates of insurance and endorsements shall be delivered to the City to the address indicated below or as may be directed by City.

8.9 In addition to any other remedies the City may have upon KFOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City shall have the right to order KFOR to stop work and vacate the Licensed Premises until KFOR demonstrates compliance with the requirements hereof.

8.10 Nothing herein contained shall be construed as limiting in any way the extent to which KFOR may be held responsible for payments of damages to persons or property resulting from the performance of work covered under this Agreement by KFOR or its contractors, agents, representatives, vendors, concessionaires, and volunteers.

- 8.11** KFOR agrees that its insurance shall be deemed primary and noncontributory with respect to any insurance or self-insurance carried by City for liability arising out of operations under this Agreement.
- 8.12** It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

## **IX. SEPARABILITY**

- 9.1** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the Parties that the remainder of this Agreement will not be affected; and, it is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision may be possible and be legal, valid, and enforceable.

## **X. NOTICES**

- 10.1** Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered; mailed, Registered or Certified mail, Postage Prepaid; or faxed to the addresses and telephone number as follows:

*City Manager*  
City of Kerrville  
City Hall, 701 Main Street  
Kerrville, Texas 78028  
FAX (830) 792-5804

Or to such other address as may have been designated in writing by City.

Notices to KFOR required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered; mailed, Registered or Certified mail, Postage Prepaid; or faxed to the addresses and telephone number as follows:

Kerrville's 4th on the River  
PO Box 295081  
Kerrville, Texas 78029-5081

With a copy to:  
John Carlson  
Attorney for Kerrville's 4th on the River  
717 Sidney Baker  
Kerrville, Texas 78028

Or to such other address as may have been designated in writing by KFOR.

## **XI. PARTIES BOUND**

**11.1** This Agreement insures to the benefit of and is binding upon the Parties, their respective heirs, legal representatives, successors, and such assigns as have been approved by City.

## **XII. TEXAS LAW TO APPLY**

**12.1** This Agreement will be construed under and in accordance with the laws of the state of Texas and all obligations of the Parties are performable in Kerr County, Texas.

## **XIII. RELATIONSHIPS OF PARTIES**

**13.1** Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer and employee, principal and agent, partners, joint ventures, or any other similar relationship between the Parties.

## **XIV. GENDER**

**14.1** Any words of gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

## **XV. CAPTIONS**

**15.1** The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

## **XVI. ENTIRE AGREEMENT AND AMENDMENT**

**16.1** This Agreement constitutes the entire agreement between the Parties and any other written or oral agreements with City being expressly waived by KFOR.

**16.2** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.

## **XVII. AUTHORITY**

**17.1** The signer of this Agreement for KFOR represents and warrants that he or she has full authority to execute this Agreement on behalf of KFOR.

*(Signatures follow on next page)*

SIGNED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**City of Kerrville, Texas:**

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

**Kerrville 4th on the River:**

By: \_\_\_\_\_  
Ben Modisett, President

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO SUBSTANCE:

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

## Exhibit A



Subject to change



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

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**SUBJECT:** Agreement between the City of Kerrville, Texas, and High Five Events, LLC for use of hotel occupancy tax funds.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/4/2018

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

**EXHIBITS:** Agreement

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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$25,0000	\$100,000	\$25,000	20-2000-4320

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**PAYMENT TO BE MADE TO:** High Five Events, LLC

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**SUMMARY STATEMENT:**

Attached is an agreement between the City of Kerrville and High Five Events, LLC for use of hotel occupancy tax (HOT) funds for the *Kerrville Triathlon Festival* held at the end of September. The maximum eligible reimbursement is \$25,000. As a reminder, an allocation of \$25,000 each was approved in the FY18 adopted budget for three events for this purpose. These events are *Kerrville Festival of the Arts*, *Kerrville's Fourth on the River*, and the *Kerrville Triathlon Festival*. These events are also programmed in the FY19 budget. The expense for this year's triathlon will be an FY19 expenditure since the 2017 reimbursement was paid in FY18.

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**RECOMMENDED ACTION:**

Approval of the agreement.

**AGREEMENT BETWEEN CITY OF KERRVILLE AND HIGH FIVE EVENTS, LLC  
FOR USE OF HOTEL OCCUPANCY TAX FUNDS**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Kerrville, Texas, a home rule municipal corporation (“City”), and High Five Events, LLC, (“HFE”).

**WITNESSETH:**

**WHEREAS**, the City levies a tax within the City and its extraterritorial jurisdiction upon the occupancy of any room or space furnished by any hotel or motel and, pursuant to the provisions of Chapter 351 of the Texas Tax Code, disperses the proceeds of said tax to various organizations for their use pursuant to Chapter 351; and

**WHEREAS**, HFE produces and hosts and will continue to do so its Kerrville Triathlon Festival (“Triathlon”) in early fall, which consists of a spring distance triathlon and relay, intermediate distance triathlon, half distance triathlon and relay, kids fun run, and a health and fitness exposition; and

**WHEREAS**, HFE advertises and promotes the Triathlon in an effort to reach interested persons throughout the state; and

**WHEREAS**, it is the desire of the parties hereto to combine their efforts for the purpose of attracting tourists to the City so as to promote tourism and the hotel industry in the City;

**NOW, THEREFORE**, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of the City of Kerrville, Texas, the parties have agreed and do hereby agree as follows:

**ARTICLE I**

In consideration of HFE promoting the City of Kerrville and conducting the Triathlon, the City agrees to pay HFE the total sum of up to TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), which HFE may use for the following purposes:

- A. Printing of material and other costs directly relating to the advertising and promotion of the Triathlon; and
- B. Such other purposes as may be authorized by Chapter 351 of the Texas Tax Code and the City.

**ARTICLE II**

Payment of funds shall be on a reimbursable basis. To receive payment, HFE must submit a written request to the City accompanied by a copy of an invoice issued to HFE requesting payment for services rendered in furtherance of the purposes set forth in Article I. HFE shall have

the discretion to determine how to allocate the funds granted by the City among the permitted uses specified in Chapter 351 of the Texas Tax Code; however, the City's obligation to reimburse HFE shall not exceed \$25,000.00.

### **ARTICLE III**

HFE understands that the funds paid to HFE by the City are derived from tax revenues collected under the City's Hotel Occupancy Tax Ordinance and that the City has estimated the tax revenues to be collected during the term of this Agreement in its budget for the fiscal year 2017-2018. HFE further understands, acknowledges, and agrees that if the tax revenues actually collected by the City are less than the estimated tax revenues to be collected during the City's fiscal year 2017-2018, City will be under no obligation to reimburse HFE for the full amount set forth in Article I, above.

### **ARTICLE IV**

The term of this Agreement is for a period beginning on August 1, 2018, and ending on October 31, 2018.

### **ARTICLE V**

In conjunction with its request for payment, HFE shall provide a written report and full documentation showing the expenditures made pursuant to this Agreement and that the funds provided by City pursuant to this Agreement were used only for the purposes authorized by this Agreement and Texas Tax Code §351.101, as amended. HFE shall maintain books of account with correct entries of all expenditures that are made according to the terms of this Agreement and of funds allocated from other sources. Any and all books of account of HFE for the Triathlon shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account for the Triathlon, including but not limited to statements of account relating to the disposition of funds provided by the City under this Agreement and funds allocated from other sources. HFE shall maintain these books of account for a period of three (3) years following the expiration of the term for which they are applicable. Notwithstanding Article II, above, City shall be under no obligation to make any reimbursements if the reports required by this Article V have not been delivered to City.

### **ARTICLE VI**

Not later than October 30, 2018, HFE shall provide the City Manager with a written report of its accomplishments related to the services provided for herein, including the effectiveness of its advertising and promotions to cause tourists to attend the Triathlon and the outcome of the Triathlon.

## **ARTICLE VII**

This Agreement does not create any joint venture, partnership, or agency relationship between City and HFE, it being the intent of the Parties that HFE shall at all times be and operate hereunder as an independent contractor. HFE shall have exclusive control of, and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of HFE's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

## **ARTICLE VIII**

In the event of any default by HFE hereunder, including, but not limited to, use of the funds provided herein for purposes other than those stated in Article I, above, City may cease all future payments hereunder and terminate this Agreement. In addition, HFE shall, at City's request, refund to City funds that are not spent in accordance with this Agreement and any unspent and unobligated funds previously paid to HFE.

## **ARTICLE IX**

**HFE AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE CARRYING ON OF WORK OR IN THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER. HFE COVENANTS AND AGREES TO, AND DOES HEREBY INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, AND EXPENSES OF ANY CHARACTER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR INCURRED ON ACCOUNT OF ANY INJURIES OR DAMAGES, WHETHER REAL OR ASSERTED, SUSTAINED BY ANY PERSON OR PROPERTY BY OR IN CONSEQUENCE OF ANY INTENTIONAL OR NEGLIGENT ACT, OMISSION, OR CONDUCT OF HFE, ITS AGENTS, SERVANTS OR EMPLOYEES.**

## **ARTICLE X**

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

## **ARTICLE XI**

HFE shall adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and shall maintain in effect during the term of this

Agreement any and all federal, state and local licenses and permits which may be required of HFE generally.

## **ARTICLE XII**

HFE may not assign this Agreement without the written consent of the City Manager, or his designee.

## **ARTICLE XIII**

The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

## **ARTICLE XIV**

The obligations of the parties to this Agreement are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Kerr County, Texas.

## **ARTICLE XV**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **ARTICLE XVI**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

## **ARTICLE XVII**

Neither City nor HFE shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of City or HFE except as herein provided, and which by the exercise of due diligence City or HFE is unable, wholly or in part, to prevent or overcome.

## **ARTICLE XVIII**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties, which relate to matters in this Agreement.

**SIGNED AND AGREED by City and HFE on the dates indicated below.**

**THE CITY OF KERRVILLE**

BY: \_\_\_\_\_  
NAME: MARK L. McDANIEL,  
TITLE: CITY MANAGER  
DATE: \_\_\_\_\_

**HIGH FIVE EVENTS, LLC**

BY: \_\_\_\_\_  
NAME: DANIEL P. CARROLL  
TITLE: MANAGING PARTNER  
DATE: \_\_\_\_\_

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

APPROVED AS TO CONTENT:

Ashlea Boyle, Director  
Parks & Recreation Department



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

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**SUBJECT:** Resolution No. 19-2018 authorizing the use of internal combustion engines on Nimitz Lake upstream of the city's impoundment dam for the Kerrville Triathlon Festival.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/5/2018

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

**EXHIBITS:**

1. Resolution No. 19-2018
2. General Event Information
3. Map of Swimming Event

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

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

The 8<sup>th</sup> Annual Kerrville Triathlon Festival produced by High Five Events of Austin will be held September 29-30, 2018. The event will again consist of a sprint, quarter, and half ironman distance triathlons. The swimming portion of the triathlon will be in the Guadalupe River with the start and finish on the grounds of the former Family Sports Center at the northern end of Guadalupe Street. This will require use of watercraft equipped with internal combustion engines for course preparation (placement of buoys) as well as the monitoring and potential rescue of distressed swimmers.

Chapter 118 Article II Water Impoundment of the Kerrville Code of Ordinances Section 118-34 (4) allows the operation of watercraft equipped with an internal combustion engine when it is engaged in an activity that has been authorized by resolution of the city council.

**RECOMMENDED ACTION:**

Approval of Resolution No. 19-2018.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 19-2018**

**A RESOLUTION AUTHORIZING THE USE OF INTERNAL  
COMBUSTION ENGINES ON NIMITZ LAKE UPSTREAM OF THE  
CITY'S IMPOUNDMENT DAM FOR THE KERRVILLE TRIATHLON  
AND THE SAFETY OF COMPETITORS**

**WHEREAS**, Chapter 118 of the City Code of Ordinances (the "Code") regulates and prohibits certain activities on Nimitz Lake, the lake upstream of the City's impoundment dam (the "Lake"); and

**WHEREAS**, one of the prohibited activities is the operation of internal combustion engines on the Lake; and

**WHEREAS**, under the Code, City Council may authorize an exception to this prohibition by adopting a resolution authorizing an activity which requires the use of an internal combustion engine on the Lake; and

**WHEREAS**, the organizer of a triathlon to be held in Kerrville and who would like to use the Lake for the swimming portion of its competition, is seeking an exception to the prohibition against combustible engines so that the organizer may use boats with combustion engines to ensure the safety of competitors; and

**WHEREAS**, pursuant to this request and to promote and expand the recreational uses of the Lake, City Council hereby finds that a public purpose exists to authorize the use of internal combustion engines on the Lake;

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

**SECTION ONE.** City Council authorizes the use of internal combustion engines on the Lake, such authority subject to the following terms:

- a. the authority is granted to High Five Events, LLC, of Austin Texas, their agents, or representatives and no other person or group;
- b. the authority is valid from September 18, 2018, through September 30, 2018; and
- c. authority is limited to no greater than five (5) boats with such engines.

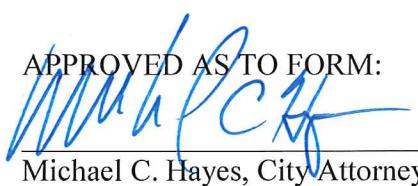
**SECTION TWO.** This Resolution and the authority granted hereby shall automatically expire and be revoked on October 1, 2018.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018.**

\_\_\_\_\_  
Bill Blackburn, Mayor

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

\_\_\_\_\_  
APPROVED AS TO FORM:

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

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



September 29 & 30, 2018

## General Event Information

### Schedule

The Kerrville Triathlon Festival consists of three different triathlon events, a kids fun run, and a two-day health and fitness expo. The festival schedule and event lineup is as follows:

#### **Friday, September 28**

3 PM to 7 PM    Expo & Athlete Packet Pickup at Inn of the Hills

#### **Saturday, September 29**

7:30 AM    Debra Zapata Sprint Distance Triathlon starts at Kerrville Bowling Center  
*(500 meter Swim, 14 mile Bike, 3.1 mile Run)*  
10:30 AM    Debra Zapata Sprint Distance Triathlon ends at Louise Hays Park  
11:00 AM    Kids Fun Run at Louise Hays Park  
12 PM to 5 PM    Expo & Athlete Packet Pickup at Inn of the Hills

#### **Sunday, September 30**

7:30 AM    Half Distance Triathlon starts at Kerrville Bowling Center  
*(1.2 mile Swim, 56 mile Bike, 13.1 mile Run)*  
8:30 AM    Quarter Distance Triathlon starts at Kerrville Bowling Center  
*(1000 meter Swim, 29 mile Bike, 6.55 mile Run)*  
4:30 PM    Triathlons end at Louise Hays Park

### Course & Venues

The Kerrville Triathlon utilizes two outdoor venues because it is a split-transition event. The first transition area (T1) is located on the grounds of the Kerrville Bowling Center, at the intersection of Junction Hwy and Guadalupe St. The swim takes place in the Guadalupe river directly behind the Bowling Center. Athletes start the bicycle portion of the event from T1.

The bike course utilizes a loop through downtown Kerrville and then proceeds towards Center Point and southeastern Kerr county before returning downtown. The bicycle course finishes at Louise Hays Park. Louise Hays Park serves as the second venue for the event, hosting the second transition area (T2) and

the finish line. The run course starts at T2 in Louise Hays Park and uses the Kerrville River Trail between the Francisco Lemos St. bridge and Legion Crossing Rd at Kerrville-Schriener Park.

## Attendance

2018 will be the 8th edition of the event. Approximately 1400 participants are expected over the two days of the event.

## Park Use

### **Louise Hays Park**

- Thursday, Sept. 27, 7 AM to 5 PM: Triathlon set up. Vehicle access restricted. Most parts of the park will remain open to pedestrians.
- Friday, Sept. 28, 7 AM to 8 PM: Triathlon set up. Vehicle access restricted.
- Saturday, Sept. 29, 5 AM to 1 PM: Park closed for triathlon.
- Sunday, Sept. 30, 5 AM to 6 PM: Park closed for triathlon
- Monday, Oct. 1. Final clean up. Park open.

## Street Closures

### **Saturday, Sept. 29**

- Guadalupe St. closed at Junction Hwy 5 AM to 9 AM
- Water St. closed between Sidney Baker St and Hwy 27 5 AM to 10 AM
- La Casa Dr. closed northbound 5 AM to 10:30 AM
- Park Ln. closed westbound 5 AM to 10:30 AM

### **Sunday, Sept. 30**

- Guadalupe St. closed at Junction Hwy 5 AM to 9:30 AM
- Water St. closed between Sidney Baker St and Hwy 27 5 AM to 11:30 AM
- La Casa Dr. closed northbound 5 AM to 3 PM
- Park Ln. closed westbound 5 AM to 3 PM

## Organizer

The Kerrville Triathlon is organized by High Five Events, based in Austin, TX.

### **Race Director**

Dan Carroll

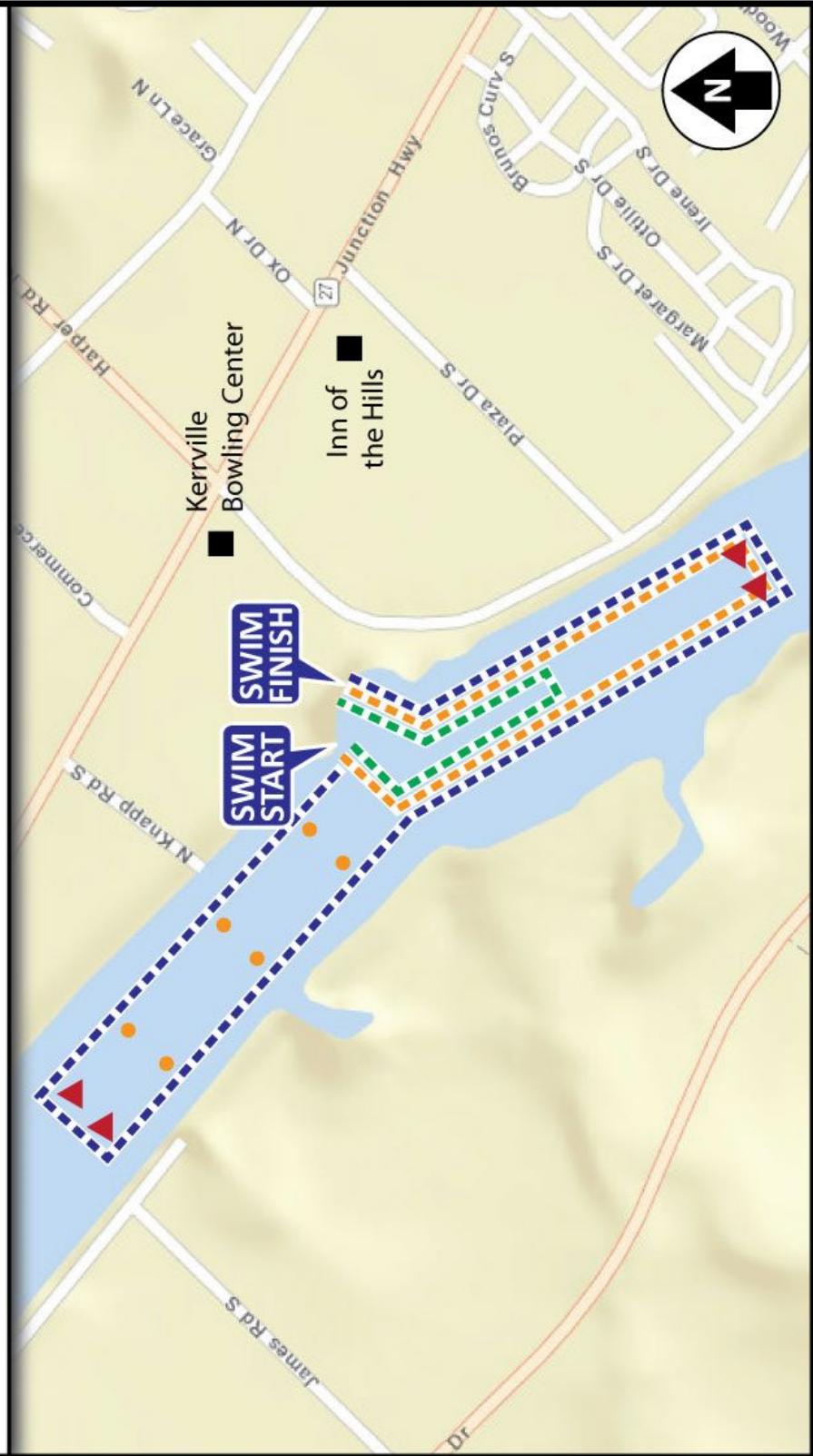
[dan@highfiveevents.com](mailto:dan@highfiveevents.com)

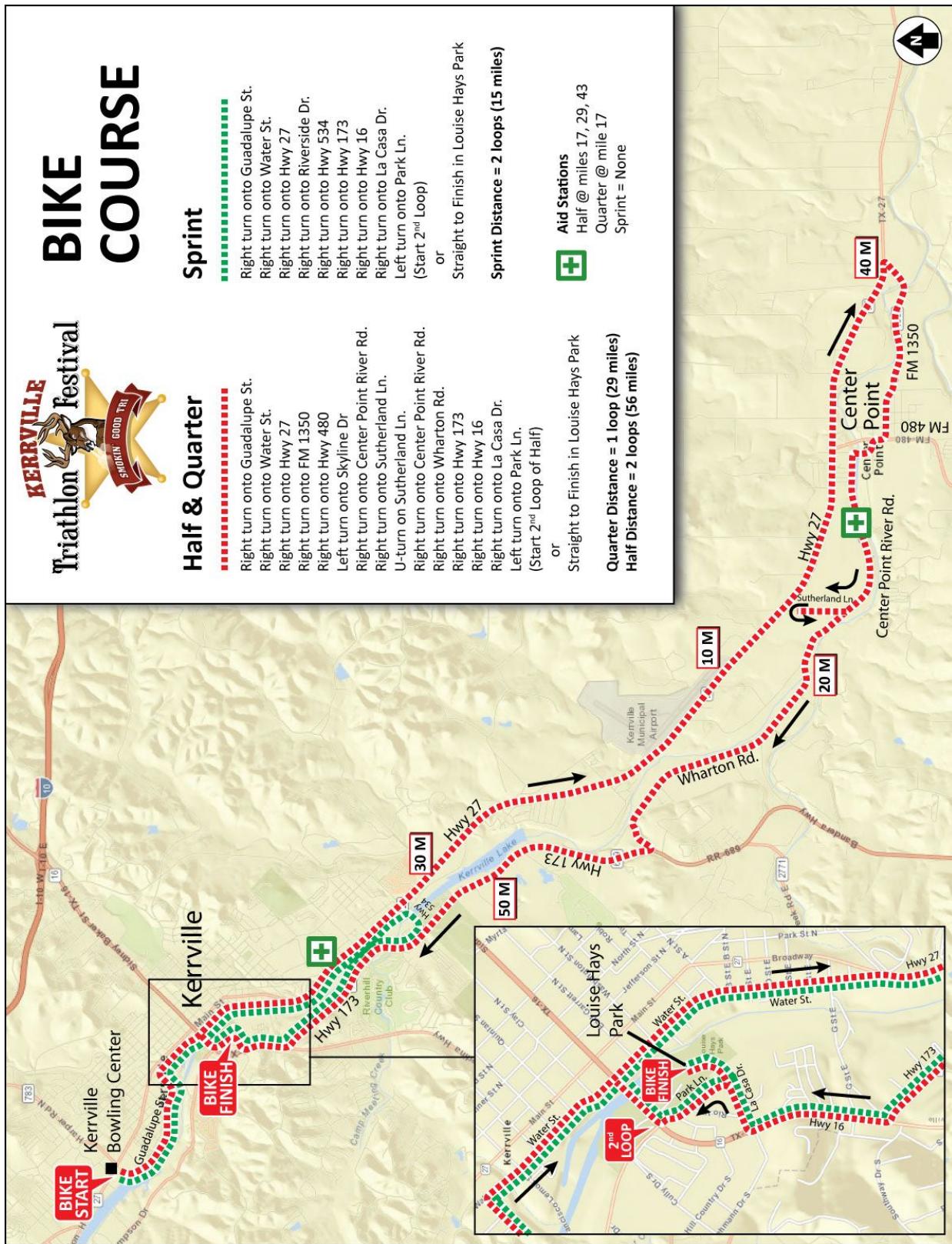
512-917-3579



# SWIM COURSE

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







## RUN COURSE

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

Aid Station





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

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**SUBJECT:** Resolution No. 17-2018 to approve the Water Utility Tariff Change  
Proposed by Aqua Texas for Retail Utility Service within the corporate  
limits of the City of Kerrville, Texas.

**AGENDA DATE OF:** 5/29/2018

**DATE SUBMITTED:** 6/12/2018

**SUBMITTED BY:** Mike Hayes, City Attorney

**EXHIBITS:** Resolution No. 17-2018 (incl. exhibit)

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

**PAYMENT TO BE MADE TO:** NA

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**SUMMARY STATEMENT:**

On March 26, 2018, Aqua Texas, Inc., Aqua Utilities, Inc. (including its subsidiaries Harper Water Company, Inc. and Kerrville South Water Company, Inc.) and Aqua Development, Inc. d/b/a Aqua Texas ("Aqua Texas") filed a request for Public Utility Commission of Texas ("PUC") approval to implement a new Federal Tax Change Credit Rider ("FTCCR" or "Credit Rider") to provide a credit to Aqua Texas customers. A primary reason for Aqua Texas' FTCCR request is that the Tax Cuts and Jobs Act of 2017 ("TCJA") changed the federal corporate tax rate from 35% to 21%. Aqua Texas is seeking the same approval from the cities possessing original ratemaking jurisdiction for Aqua Texas water/sewer utility service so that the Credit Rider may be similarly extended to customers within those cities.

Texas Water Code §13.082 states that unless a city surrenders its regulatory authority to the Commission, a "municipality shall have, regarding service within its boundaries, the right to exercise the same regulatory powers under the same standards and rules as the utility commission or other standards and rules not inconsistent with them." Aqua Texas proposes to implement the Credit Rider effective for bills rendered on or after an effective date of May 1, 2018, with the same credit continued through December 31, 2018, and lowered slightly for bills rendered on or after January 1, 2019, ending with Aqua Texas' next rate case. Aqua Texas also proposes to apply the 2018 Credit Rider immediately to all service reflected on bills on or after May 1, 2018, as an interim rate before final approval so that customers may experience resulting lower water and sewer utility payments without delay.

In sum, Aqua Texas requests that the City approve Aqua Texas' FTCCR in-City water tariff additions. Without approval of the FTCCR tariff additions, Aqua Texas cannot

apply the Credit Rider to in-City customers. If adopted, the attached Resolution will effectuate the City's approval.

**RECOMMENDED ACTION:**

Approval of the Resolution.

**CITY OF KERRVILLE, TEXAS**  
**RESOLUTION NO. 17-2018**

**A RESOLUTION TO APPROVE THE WATER UTILITY  
TARIFF CHANGE PROPOSED BY AQUA TEXAS FOR  
RETAIL UTILITY SERVICE WITHIN THE CORPORATE  
LIMITS OF THE CITY OF KERRVILLE, TEXAS**

**WHEREAS**, Aqua Texas, Inc., Aqua Utilities, Inc. (including its subsidiaries Harper Water Company, Inc. and Kerrville South Water Company, Inc.) and Aqua Development, Inc. d/b/a Aqua Texas (“Aqua Texas”) filed a request with the Public Utility Commission of Texas (“PUC”) for approval to implement a new Federal Tax Change Credit Rider (“Credit Rider”) to provide a credit to all Aqua Texas retail customers in its service areas subject to PUC original rate jurisdiction as the result of the 2018 federal Tax Cuts and Jobs Act of 2017’s reduction of the federal corporate tax rate from 35% to 21%; and

**WHEREAS**, Aqua Texas desires to provide a regional credit based on the same methodology proposed to the PUC for all of its retail water customers that reside in the corporate limits of the City of Kerrville (the “City”) for bills rendered on or after an effective date of May 1, 2018, through December 31, 2018, and as modified beginning January 1, 2019, until Aqua Texas files its next in-City rate case; and

**WHEREAS**, the City has original jurisdiction under Section 13.042 of the Texas Water Code to regulate the water utility rates charged by a water utility within its corporate limits;

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

**SECTION ONE.** The City has completed its review and analysis of the proposed Aqua Texas Credit Rider.

**SECTION TWO.** The water rates in the proposed Credit Rider tariff sheet attached as **Exhibit A** are approved and may be applied by Aqua Texas to bills rendered on or after an effective date of May 1, 2018, for in-City customer connections.

**SECTION THREE.** This Resolution takes effect upon adoption.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018.**

\_\_\_\_\_  
Bill Blackburn, Mayor

**APPROVED AS TO FORM:**

  
Michael C. Hayes, City Attorney

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

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

Section 1.01a - Rates

**Federal Tax Change Credit Rider (FTCCR)** **7.33%**  
Effective May 1, 2018 through December 31, 2018.

**Federal Tax Change Credit Rider (FTCCR)** **5.26%**  
Effective January 1, 2019 until changed.

**Applied as a percentage to the following charges:**

All monthly minimum charges

Gallonage Charges

Regional Pass-Through Gallonage Charges (if applicable)

EXHIBIT

**A**



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



**SUBJECT:** Public hearing and first reading of an ordinance adopting "Kerrville 2050" as the comprehensive plan for the City of Kerrville, Texas; the plan is adopted pursuant to chapter 213 of the Texas Local Government Code and will guide the growth and development of the city; defining the relationship of the plan to the city's development regulations; containing a cumulative clause; containing a savings and severability clause; repealing ordinance no. 2002-14 and all other ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for other matters related to the subject.

**AGENDA DATE OF:** 6/7/2018

**DATE SUBMITTED:** 6/5/2018

**SUBMITTED BY:** Drew Paxton, Executive Director of Development Services

**EXHIBITS:** Ordinance 2018-13, Kerrville 2050 Comprehensive Plan

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

**PAYMENT TO BE MADE TO:** N/A

<b>Kerrville 2050 Item?</b>	<b>Yes:</b>	<b>No: <input type="checkbox"/></b>
<b>Key Priority Area</b>	Adoption of Kerrville 2050	
<b>Guiding Principle</b>	All	
<b>Action Item</b>	Adoption of Kerrville 2050	

**SUMMARY STATEMENT:**

This item is for the public hearing and first reading of the ordinance adopting the Kerrville 2050 Comprehensive Plan.

City Council plans to adopt a comprehensive plan, known as "Kerrville 2050", for the long-range development of the City of Kerrville and its extraterritorial jurisdiction. The comprehensive plan contains provisions on land use, transportation, and public utilities, among other subjects, and will be used to coordinate and guide the establishment of the City's development regulations.

The proposed draft of the Kerrville 2050 Comprehensive Plan can be found on the [kerrville2050.com](http://kerrville2050.com) website.

**RECOMMENDED ACTION:**

Conduct public hearing and approve Ordinance 2018-13 adopting Kerrville 2050 as the City of Kerrville's Comprehensive Plan.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2018-13**

**AN ORDINANCE ADOPTING “KERRVILLE 2050” AS THE  
COMPREHENSIVE PLAN FOR THE CITY OF  
KERRVILLE, TEXAS; THE PLAN IS ADOPTED  
PURSUANT TO CHAPTER 213 OF THE TEXAS LOCAL  
GOVERNMENT CODE AND WILL GUIDE THE GROWTH  
AND DEVELOPMENT OF THE CITY; DEFINING THE  
RELATIONSHIP OF THE PLAN TO THE CITY’S  
DEVELOPMENT REGULATIONS; CONTAINING A  
CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND  
SEVERABILITY CLAUSE; REPLACING ORDINANCE  
NO. 2002-14 AND ALL OTHER ORDINANCES OR PARTS  
OF ORDINANCES THAT AMENDED IT; AND PROVIDING  
FOR OTHER MATTERS RELATED TO THE SUBJECT**

**WHEREAS**, Chapter 213 of the Texas Local Government Code (“Chapter 213”) provides that municipalities may adopt a comprehensive plan for the purposes of promoting the sound development of a municipality and promoting the public health, safety, and welfare; and

**WHEREAS**, Chapter 213 specifies that the governing body of a municipality may adopt a comprehensive plan for the long-range development of the municipality and as a way to coordinate and guide the establishment of development regulations; and

**WHEREAS**, Chapter 213 also provides that a municipality may define the relationship between the comprehensive plan and the municipality’s development regulations and provide standards for determining the consistency required between the plan and development regulations; and

**WHEREAS**, City Council of the City of Kerrville, Texas (“City Council”), appointed the Comprehensive Plan Steering Committee on August 8, 2017, which consisted of 43 Kerrville and Kerr County citizens and which, in conjunction with City staff and consultants, undertook a series of studies and held public meetings on developing a Comprehensive Plan for the City of Kerrville, such plan known as *Kerrville 2050*; and

**WHEREAS**, in addition to the Steering Committee, City Council also appointed 7 subcommittees, each of which was charged with studying a specific element of *Kerrville 2050*; and

**WHEREAS**, over 120 members of the Kerrville community served on one of the appointed committees, dedicating time and effort and supplying valuable input towards the development of *Kerrville 2050*; and

**WHEREAS**, development of *Kerrville 2050* also involved several hundred individuals working in large and small group discussions and online surveys, the purpose of which was to encourage widespread community participation in this effort to ensure that *Kerrville 2050* accurately reflects the vision of the people of Kerrville; and

**WHEREAS**, the City's Planning and Zoning Commission reviewed and recommended approval of *Kerrville 2050* at their meeting held on June 7, 2018; and

**WHEREAS**, *Kerrville 2050* contains guiding principles proposed to be used by the City in the preparation of land use and development ordinances, in decisions regarding the provisions of City services and capital improvements, and in other policy considerations by City Council and its various boards, commissions, and committees; and

**WHEREAS**, City Council finds that a public hearing was held on this Ordinance as required by law, and the Council has heard and considered all comments made at said hearing or in writing;

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

**SECTION ONE.** City Council hereby adopts the document titled the *Kerrville 2050*, attached hereto as **Exhibit A** and included herein for all purposes, as the City's Comprehensive Plan.

**SECTION TWO.** *Kerrville 2050* is hereby declared as the comprehensive plan for the development of the Kerrville community, and will be used as a guide and companion document to the land use and development regulations of the City. Notwithstanding the foregoing, the City recognizes that circumstances may change in ways not anticipated by the elements of *Kerrville 2050*, and City Council reserves the right to legislatively determine that this comprehensive plan needs amendment, for example, by allowing for different land use classifications than shown on the Future Land Use Map, or alterations of roadways shown on the Kerrville Master Thoroughfare Plan Map. Any such amendment shall not be granted without careful study and consideration, and must be made only on a showing of substantially changed circumstances. City Council may refer any requested change to *Kerrville 2050* and its elements back to City staff and such committees as may be appropriate,

including the Planning and Zoning Commission, for further study and recommendations.

**SECTION THREE.** Subject to Section Two, above, City Council reserves the right to amend *Kerrville 2050* at any time by adding or removing elements or by amending in part or in whole the elements listed in the Plan.

**SECTION FOUR.** Until such time as the existing zoning, subdivision, and other land use and development regulations of the City are amended to conform with *Kerrville 2050*, the terms and provisions of such existing land use and development regulations shall control in the event of any conflict or inconsistency with *Kerrville 2050*.

**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. City Council hereby 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 provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that Ordinance No. 2002-14, which was the City's previous Comprehensive Plan and its amending ordinances (2004-06, 2005-16, 2006-20, 2008-05, 2008-08, 2008-23, 2009-03, 2009-04, 2009-05, 2014-14, 2014-23, 2015-14, 2015-22, 2016-08, and 2017-02) are hereby replaced by *Kerrville 2050*, subject to Section Four, above.

**PASSED AND APPROVED ON FIRST READING**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**PASSED AND APPROVED ON SECOND AND FINAL READING**, this the \_\_\_\_\_ of \_\_\_\_\_, 2018.

---

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

---

Brenda Craig, City Secretary



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

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**SUBJECT:** First reading of Ordinance No. 2018-12 amending Chapter 102 "Traffic and Vehicles" by adding a new article "Escort of Oversize Loads" which addresses the service provided by the City's Police Department to escort oversize vehicles through the City of Kerrville, Texas.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/6/2018

**SUBMITTED BY:** Chief David Knight

**EXHIBITS:** Ordinance No. 2018-12

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

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

As an element of our Service Delivery Plan the Kerrville Police Department conducts oversized load escorts for commercial vehicles moving large cargo through the City. The historical data of manpower and staffing reflects that the trend line for escorts of oversized loads the Police Department conducts is increasing with numbers of escorts performed annually averaging 500 per year. When traversing the City, oversize vehicles often cause up to four or five vehicle lanes to be closed and require the raising of cables and lines associated with the traffic signals at intersections, which creates considerable traffic back-up.

These escorts are all handled with on duty staffing. The service delivery impact is that two or three officers and vehicles are needed to safely complete most escorts. During these escorts, these officers are out of their assigned sectors during these times and generally unavailable or delayed in responding to other calls for service that may be generated during the escort.

The ordinance provides for a procedure for requesting escort services and a fee to reimburse the City for the police escort expenses. The notification process for requesting police escort services is through the inclusion of the requirement under route conditions on all Texas Oversize/Overweight Single-Trip Permits issued by TXDOT that are routed through the City of Kerrville.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2018-12 on first reading.



**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2018-12**

**AN ORDINANCE AMENDING CHAPTER 102 "TRAFFIC AND VEHICLES", BY ADDING A NEW ARTICLE XIII "ESCORT OF OVERSIZE LOADS" TO THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS; THE NEW ARTICLE XIII ADDRESSES THE SERVICE PROVIDED BY THE CITY'S POLICE DEPARTMENT TO ESCORT OVERSIZE VEHICLES THROUGH THE CITY; ESTABLISHING A PROCEDURE FOR REQUESTING AND PROVIDING SUCH SERVICE; REQUIRING A FEE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, the City's Police Department ("KPD") periodically receives requests to escort oversize vehicles and their loads through the City; and

**WHEREAS**, over the past two years, KPD has conducted almost 500 such escorts each year; and

**WHEREAS**, in the majority of instances, oversize loads traveling west through the City must use State Highway 27 due to the height restriction imposed by the Interstate 10 bridge and other vehicular access limitations to this highway; and

**WHEREAS**, when traveling through the City, oversize vehicles often cause up to four or five vehicle lanes to be closed and require the raising of cables and lines associated with the traffic signals at intersections, which creates considerable traffic back-up, especially during the busiest times of the day; and

**WHEREAS**, the need for traffic control within the City is important to the safety of City residents, such that KPD, upon proper written request, should and will continue to provide a police escort of any oversize vehicle; and

**WHEREAS**, those persons, firms, or entities, or escort services, transporting oversize vehicles and loads typically request a police escort for assistance traveling through the City and the police escort typically consists of at least two police vehicles; and

**WHEREAS**, the entity(s) currently hired to raise the cables and lines associated with the traffic signals charge the drivers of the oversize vehicles a fee to pay for their services; and

**WHEREAS**, in an effort to be as efficient, productive, reliable, and safety-focused with the use of KPD personnel and other KPD resources, any request for a City police escort should be in writing on a form provided by KPD at least 24 hours in advance of any oversize vehicle entering the city limits of the City; and

**WHEREAS**, all written requests should be charged a reasonable fee to reimburse the City for the police escort expenses, such fee to be included with the police escort request; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 102 of the Code of Ordinances of the City of Kerrville, Texas, to address the services its police department provides with respect to oversize vehicles traveling through the City;

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

**SECTION ONE.** Chapter 102 "Traffic and Vehicles" of the Code of Ordinances for the City of Kerrville, Texas, is amended by adding a new definition of "Oversize vehicle" to Section 102-1 as indicated by the language that is underlined (added) as follows:

"**Sec. 102-1. - Definitions.**

:

*Oversize vehicle* means a vehicle or vehicle-trailer combination that exceeds 14 feet in width, 14 feet in height, or 110 feet in length."

**SECTION TWO.** Chapter 102 "Traffic and Vehicles" of the Code of Ordinances for the City of Kerrville, Texas, is amended by adding a new Article XIII "Escort of oversize vehicles" as indicated by the language that is underlined (added) as follows:

**ARTICLE XIII. – ESCORT OF OVERSIZE VEHICLES**

**Sec. 102-480. – Travel times for oversize vehicles.**

No oversize vehicle may be operated on a public street within the City between the hours of 7:00 AM and 8:15 AM, 11:30 AM and 1:15 PM, and 3:30 PM and 5:30 PM, Monday through Friday of any week.

**Sec. 102-481. – Requirement for police escort of oversize vehicles; permit; fee.**

- (a) Any person, firm, entity, or its escort service provider, transporting an oversize vehicle through the City must request a City police escort through the City's police department before traveling through the City. The request for a police escort must be made in writing at least 24 hours in advance of the transportation of the oversize vehicle through the City.
- (b) Any person, firm, or entity requesting a police escort must pay the City the applicable fee in advance for each police escort provided by the City police department, such fee to be determined by City Council and listed within the City's fee schedule.”

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

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

**SECTION 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 City Council of the City of Kerrville, Texas, declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION 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.

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

PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_\_ day of  
A.D., 2018.

PASSED AND APPROVED ON SECOND AND FINAL READING, this  
the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018.

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Bill Blackburn, Mayor

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney

ATTEST:

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Brenda G. Craig, City Secretary



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

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**SUBJECT:** Authorization to negotiate a professional services agreement for the Public Safety Complex Feasibility Study.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/4/2018

**SUBMITTED BY:** Kyle Burow, Director of Engineering

**EXHIBITS:** Public Safety Complex Feasibility Study\_Review Committee

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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$150,000.00	\$150,000.00	\$150,000.00	70-7000-3120 <b>Project #:</b> 70-18003

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

On April 23, 2018, the City solicited a Request for Qualifications (RFQ) from design groups to develop a Public Safety Complex Feasibility Study for the City's Police Department, Municipal Court, and possibly Fire Department Administration.

The Police Department currently resides at 429 Sidney Baker Street in a two-story, pre-cast concrete structure building that is limited to expansion due to the size of the property. In 2008, the Municipal Courts vacated the location for the Police Department to reconfigure and utilize the remaining space. The Municipal Courts moved to 301 McFarland Street as a temporary location to the renovation needed at the Police Department facility. The Municipal Courts exist in a single story, pre-engineered metal building that does not meet the peak court day load on a site restricted to potential expansion. The Fire Administration office is located at 87 Coronado Drive as a privately owned, rental space in a structure with ADA compliance issues requiring substantial interior renovation.

The study will be utilized for a subsequent project design effort, if found to be feasible, and ultimately the public bidding process for construction, if funded. Items to be considered in the feasibility study will include, but not be limited to:

- evaluation of the existing facilities and use in their entirety including applicable local, state, and federal code;
- needs assessment including public/stakeholder input;
- conceptual planning of proposed facilities;

- necessary research to appropriately evaluate the viability of such facilities;
- cost analysis of existing facility sites to accommodate future use;
- evaluation of land purchase acquisitions to meet the needs of proposed facilities; and
- Cost analysis for construction and operation of each option.

The feasibility study may provide multiple facility options and locations, based on use of the facility, and based on public/stakeholder feedback for:

- **New facility to replace existing buildings:**
  - a. a new public safety facility to house the Police Department and Municipal Courts with Fire Administration; and
  - b. a new public safety facility to house the Police Department and Municipal Courts without Fire Administration.

Five qualification statements were received and rated by City staff based on the scoring criteria contained in the RFQ packet. The highest rated proposer is led by Brinkley Sargent Wiginton Architects (BSW) of Dallas, Texas. Their team includes Hendrix Consulting Engineers or Round Rock, Texas and Hewitt Engineering, Inc. of Kerrville.

The next step is to negotiate a professional services agreement with BSW, and staff is requesting the authorization from City Council. If negotiations fail with BSW, staff will cease negotiations with BSW and proceed to the next highest qualified proposer. Once negotiations for an agreement have concluded, staff will then bring the recommendation for consideration of the agreement to City Council scheduled for July 10, 2018.

**RECOMMENDED ACTION:**

Authorize negotiation of a professional services agreement for the Public Safety Complex Feasibility Study.

# Public Safety Complex Feasibility Study Request for Proposals

## List of Proposers / Rating Sheet

### Evaluators:

Yolanda Banta, Municipal Court Administrator

Ashlea Boyle, Director of Parks and Recreation

Kyle Burow, Director of Engineering

David Knight, Chief of Police

Kim Meismer, Executive Director for General Operations

Dannie Smith, Fire Chief

Proposals were rated on addressing the criteria required in the Request for Proposals issued April 23, 2018.

### **Criteria 1 – Experience, Background, and Qualifications (60 total points)**

- Relevant experience; team's qualifications
- Related project history

### **Criteria 2 – Understanding of the Project and Proposed Management Plan (40 total points)**

- Identification of understanding of primary objectives of the project
- Identification of technical challenges and constraints and approaches to address them
- Stakeholder input process / methods to gain community consensus

(100 max. points per proposal / per evaluator)

Ranking	Proposers	Average (100 max)
1	Brinkley Sargent Wiginton Architects	94
2	Randall Scott Architects, Inc.	80
3	Brown Reynolds Watford Architects, Inc.	69
4	RPGA Design Group, Inc.	67
5	ECM International, Inc.	61



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

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**SUBJECT:** Project Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas, for the upsizing of a Wastewater Lift Station (Legion).

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/5/2018

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

**EXHIBITS:** EIC Funding Agreement

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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$2,000,000	Pending	\$200,000	40-4000-9375

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

The City of Kerrville is currently in the process of designing and engineering a major overhaul and capacity expansion to the Legion Lift Station, which is a key component to providing wastewater service to a major corridor of the City.

The City is currently in the process of applying for Texas Water Development Board (TWDB) debt-financing for a large portion of the Legion Lift Station project, supported via revenues to the Water and Sewer Fund. However, because this lift station is not simply replacing existing infrastructure, but in fact enhancing the facility's capacity by over 50% for anticipated future economic development within that lift station basin, the City made an application to the Economic Improvement Corporation (EIC) to provide funding support for the project.

For example, over the last few years there have been numerous development projects that have been negatively affected (or terminated) due to the limited capacity of the current Legion Lift station. The most notable of these developments are:

- New dormitories at Schreiner University:
  - Schreiner University decided to install their own lift station and temporarily pump wastewater to another lift station basin where the City had capacity. This was a significant multi-hundred thousand dollar development cost for the University, and is only temporary in nature.
- Workforce housing at Pinto Trail:
  - 8.5 acres and 45 single family residential units;
  - Delayed indefinitely due to development costs and timing on wastewater capacity and enhancements.

- Workforce housing at Clearwater Paseo:
  - 10 acre multifamily residential and townhome development;
  - Delayed indefinitely due to development costs and timing on wastewater capacity enhancements.
- Workforce housing at Peterson Farm Road:
  - 240 multifamily housing units; 50 acres of commercial land use;
  - Delayed indefinitely due to development costs and timing on wastewater capacity enhancements.
- Spring Hills Suites by Marriott:
  - 85+ room hotel on Spring/Water Street;
  - 317 GPM sewer demand will assume all remaining lift station basin capacity if it continues to move forward with existing development plan.

The scope of this project includes the design and construction of a proposed lift station and force main with an ultimate peak capacity of 6,250 GPM. The existing Legion Lift Station will be decommissioned and the existing wastewater lines will be rerouted to the proposed Legion site. The proposed Legion Lift Station will convey wastewater to the City's water reclamation plant (WRP) head-works through a proposed 20-inch force main. The existing Legion Lift Station has a firm pumping capacity of 5.76 MGD. The Legion Lift Station sewer basin has experienced significant growth of the past several years and it has been determined the firm capacity of this lift station needs to be expanded to 9.0 MGD to accommodate future growth in this service area, particularly as it applies to "business enterprises," which the City believes will be the primary part of this growth. Design is currently 60% completed and initial estimates indicate the project cost to be around \$9.85 million dollars.

As you may recall, the EIC originally programmed dollars into their approved FY2018 budget for the debt financing of a portion of this project for the next 20 years. Their budget included a payment of \$200,000 this year, and \$400,000 in the ensuing years. On April 16<sup>th</sup>, City staff presented a Funding Application to the EIC for a total EIC support level of \$2,000,000 toward the project, with two cash installments (instead of EIC-supported debt financing) of \$1,000,000 to occur over the next two fiscal years (FY2019 and FY2020). The full \$2,000,000 will be utilized for the project first, with the remaining balance that is yet to be fully determined being funded via City use of Texas Water Development Board (TWDB) financing. The EIC held a public hearing and unanimously approved this Funding Agreement at their regular meeting on May 21, 2018. The City Council unanimously supported this application at their March 27, 2018 City Council meeting.

**RECOMMENDED ACTION:**

Approve the Funding Agreement.

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**PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF  
KERRVILLE, TEXAS ECONOMIC IMPROVEMENT  
CORPORATION AND THE CITY OF KERRVILLE, TEXAS,  
FOR THE UPSIZING OF THE LEGION LIFT STATION**

**THIS PROJECT FUNDING AGREEMENT** (the "Agreement") is entered into this 21st day of May, 2018, by and between the City of Kerrville, Texas Economic Improvement Corporation ("Corporation"), a Type B Economic Development Corporation established pursuant to Chapters 501, 502, and 505 of the Texas Local Government Code, as amended (*i.e.*, the Development Corporation Act, hereafter referred to as "the Act"), acting by and through its President; and the City of Kerrville, Texas ("City"), a Texas home-rule municipality, acting by and through its City Manager. EIC and City are sometimes collectively referred to herein as "Parties" and individually as "Party".

**WITNESSETH:**

**WHEREAS**, pursuant to Chapter 505 of the Act, the EIC may undertake, or provide funding to City to undertake, projects which the EIC finds to be encompassed by the definition of "projects" as that word is defined in Chapters 501 and 505 of the Act; and

**WHEREAS**, EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects as defined by the Act, including:

"expenditures that are found by the [EIC] to be required or suitable for *infrastructure necessary to promote or develop new or expanded business enterprises*, limited to: (1) streets and roads, rail spurs, water and *sewer utilities*, electric utilities, or gas utilities, drainage, *site improvements, and related improvements*" *as described in Section 501.103 of the Act* (emphasis supplied); and

**WHEREAS**, City is currently in the process of overseeing the design and engineering for a major overhaul and capacity expansion to its Legion Lift Station (the "Project"), which is a crucial component for providing wastewater service to a significant area within the City; and

**WHEREAS**, the City's upsizing of the Legion Lift Station is a key part of the City's *Wastewater Improvement Study*, which was adopted by City Council in 2012, and is necessary for the City to continue to provide wastewater service to new or expanded business enterprises within the relevant service area; and

**WHEREAS**, City staff believes that potential new or expanded business enterprises to be developed within the service area includes the ongoing and continued expansion of Schreiner University, as well as the potential development of a new hotel and private housing developments; and

*Contract  
2018-14*

WHEREAS, City staff, in consultation with design and engineering consultants, estimates that the total cost of the Project will be \$10,000,000.00; and

WHEREAS, City is currently evaluating debt-financing a large portion of the Project cost, which will be supported by revenues to its Water and Sewer Fund; and

WHEREAS, because the Project is not simply replacing an existing lift station, but is also enhancing the facility's capacity by over 50% to address anticipated future development of business enterprises within the area it serves, the City, pursuant to action taken by the City Council, makes an application for funds from the EIC to contribute funding for the Project; and

WHEREAS, the City seeks grant funding from the EIC in the amount of \$2,000,000.00 over two fiscal years, for the City to use in bidding, awarding, managing, and constructing the Project; and

WHEREAS, the EIC finds that the Project as described generally above constitutes a "project" as defined by the Act; and

WHEREAS, finding that providing funds to contribute toward the development and construction of the Project is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, EIC has determined that this Agreement complies with the Act and is in keeping with the mission of EIC and City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures; and

WHEREAS, the EIC finds that it will be in the public interest to enter into this Agreement with City to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to City for a portion of its costs related to the Project; and

WHEREAS, on May 21, 2018, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B Revenues for the Project;

NOW THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, City and EIC agree as follows:

1. **"Project" Defined:** When used in this Agreement, the phrase "Project" means the project summary and cost itemization specified in **Exhibit A** attached hereto and included herein for all purposes. City will manage the funding it receives from EIC and the bidding and construction of the Project. City shall not substantively alter the description of the Project in any respect without the prior approval of the EIC.
2. **Agreement to Fund Portion of Project:** The EIC agrees to provide City an amount up to and not to exceed \$2,000,000.00 in 4B Revenues to be used for the

Project. City will use such funding at the outset of the Project. The EIC provides this funding in two equal installments of \$1,000,000.00, with the first installment to be made on or before December 31, 2018, and the 2<sup>nd</sup> installment to be made on or before October 31, 2019. Payments to be made by EIC to City are subject to the EIC's appropriation of funds for such payments in the budget year for which they are paid. Any payment made by EIC to City must be made solely from the annual budgeting and appropriations of EIC.

3. **Payments Authorized:** City is authorized to make payments for the herein described purposes directly from funds allocated for Project #70-16004 in the General Capital projects Fund. The City shall limit transfers to the actual amount of the payment draws submitted by the professional firm related to the Project.
4. **Eligible Costs:** Payments made by City from 4B Revenues as authorized by Section 3, above, are limited to the payment of "costs" as defined in the Act.
5. **Project Timeline:** The City estimates that construction activities for the Project will begin on or before January 2019.
6. **Severability:** The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
7. **Amendment:** This Agreement may be amended only by written amendment signed by the Parties.
8. **Notices:** All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For EIC  
President  
City of Kerrville, Texas, Economic Improvement Corporation  
City Hall, 701 Main Street  
Kerrville, Texas 78028

Facsimile: (830) 792-3850

For City

City Manager, City of Kerrville  
City Hall, 701 Main Street  
Kerrville, Texas 78028  
Facsimile: (830) 792-3850

9. **Applicable Law:** This Agreement is governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Kerr County, Texas. Accordingly, venue for any cause of action arising pursuant to this Agreement is proper only in Kerr County, Texas.
10. **Interpretation:** Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.
11. **No Joint Venture:** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between any or all of the Parties.
12. **Parties in Interest:** Nothing in this Agreement shall entitle any Party other than EIC or City to any claim, cause of action, remedy, or right of any term of this Agreement.
13. **Survival of Terms:** All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.
14. **Entire Agreement:** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in the year and as of the date indicated.

CITY OF KERRVILLE, TEXAS CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

By:   
Mark McDaniel, City Manager

By:   
Kenneth Early, President

ATTEST:

Brenda G. Craig  
Brenda G. Craig, City Secretary

ATTEST:

Cheryl Brown  
Cheryl Brown, Secretary for the EIC

APPROVED AS TO FORM:

MCH  
Michael C. Hayes, City Attorney

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## Description of Project Need (for example, is the project needed to address a current compliance issue, avoid potential compliance issues, extend service, expand capacity, etc.)

The existing Legion Lift Station has a firm pumping capacity of 5.76 MGD. The Legion Lift Station sewer basin has experienced significant growth of the past several years and it has been determined the firm capacity of this lift station needs to be expanded to 9.0 MGD to accommodate future growth in this service area.

**Provide a detailed description of the proposed project. The description should include: (1) a discussion of the current service area and existing system facilities; (2) an adequate description of all proposed project elements (include a bulleted list of new project elements/components); (3) a description of how the proposed project addresses all issues that were allocated points during the scoring of the Intended Use Plan; and (4) a discussion of any innovative or alternative processes/components.**

The scope of the project includes the design and construction of a proposed lift station and force main with an ultimate peak flow capacity of 6,250 gpm. The existing Legion Lift Station will be decommissioned and the existing influent wastewater lines will be rerouted to the proposed Legion Lift Station site. The proposed Legion Lift Station will convey wastewater to the City's water reclamation plant (WRP) headworks through a proposed 20-inch force main.

### Project Schedule:

#### Project Information - Project Schedule

*Editing OLA ID #987700*

section D9

##### Project Schedule:

a) Requested loan closing date	10/05/2018	
b) Estimated date to submit environmental planning documents.	05/30/2018	
c) Estimated date to submit engineering planning documents.	07/06/2018	
d) Estimated date for completion of design.	05/30/2018	
e) Estimated Construction start date for first contract.	01/29/2019	
f) Estimated Construction end date for last contract	01/29/2020	

PROJECT BUDGET - Entity Name <u>City of Kerrville</u>						
Uses	TWDB Funds Series 1	TWDB Funds Series 2	TWDB Funds Series 3	Total TWDB Cost	Other Funds	Total Cost
<b>Construction</b>						
Construction	\$8,000,000	\$0	\$0	\$8,000,000	\$0	\$8,000,000
<b>Subtotal Construction</b>	<b>\$8,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,000,000</b>	<b>\$0</b>	<b>\$8,000,000</b>
<b>Basic Engineering Fees</b>						
Design (Design & Bid)	\$557,500	\$0	\$0	\$557,500	\$0	\$557,500
Construction Engineering	\$123,000	\$0	\$0	\$123,000	\$0	\$123,000
<b>Subtotal Basic Engineering Fees</b>	<b>\$680,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$680,500</b>	<b>\$0</b>	<b>\$680,500</b>
<b>Special Services</b>						
Application	\$10,000	\$0	\$0	\$10,000	\$0	\$10,000
Environmental	\$50,000	\$0	\$0	\$50,000	\$0	\$50,000
Water Conservation Plan	\$0	\$0	\$0	\$0	\$0	\$0
I/I Studies/Sewer Evaluation	\$0	\$0	\$0	\$0	\$0	\$0
Surveying	\$53,500	\$0	\$0	\$53,500	\$0	\$53,500
Geotechnical	\$0	\$0	\$0	\$0	\$0	\$0
Testing	\$50,000	\$0	\$0	\$50,000	\$0	\$50,000
Permits	\$0	\$0	\$0	\$0	\$0	\$0
Inspection	\$180,000	\$0	\$0	\$180,000	\$0	\$180,000
O&M Manual	\$0	\$0	\$0	\$0	\$0	\$0
Project Management (by engineer)	\$0	\$0	\$0	\$0	\$0	\$0
Pilot Testing	\$0	\$0	\$0	\$0	\$0	\$0
Water Distribution Modeling	\$0	\$0	\$0	\$0	\$0	\$0
<b>Special Services Other **</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Subtotal Special Services</b>	<b>\$343,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$343,500</b>	<b>\$0</b>	<b>\$343,500</b>
<b>Other</b>						
Administration	\$0	\$0	\$0	\$0	\$0	\$0
Land/Easements Acquisition	\$25,000	\$0	\$0	\$25,000	\$0	\$25,000
Water Rights Purchase (If Applicable)	\$0	\$0	\$0	\$0	\$0	\$0
Capacity Buy-In (If Applicable)	\$0	\$0	\$0	\$0	\$0	\$0
Project Legal Expenses	\$0	\$0	\$0	\$0	\$0	\$0
<b>Other **</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Subtotal Other Services</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$25,000</b>
<b>Fiscal Services</b>						
Financial Advisor	\$50,000	\$0	\$0	\$50,000	\$0	\$50,000
Bond Counsel	\$48,000	\$0	\$0	\$48,000	\$0	\$48,000
Issuance Cost	\$10,000	\$0	\$0	\$10,000	\$0	\$10,000
Texas AG Fee	\$13,000	\$0	\$0	\$13,000	\$0	\$13,000
Bond Insurance/Surety	\$0	\$0	\$0	\$0	\$0	\$0
Fiscal/Legal	\$5,000	\$0	\$0	\$5,000	\$0	\$5,000
Capitalized Interest	\$0	\$0	\$0	\$0	\$0	\$0
Bond Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0
Loan Origination Fee	\$175,000	\$0	\$0	\$175,000	\$0	\$175,000
<b>Other **</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Subtotal Fiscal Services</b>	<b>\$301,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$301,000</b>	<b>\$0</b>	<b>\$301,000</b>
<b>Contingency</b>						
Contingency	\$650,000	\$0	\$0	\$650,000	\$0	\$650,000
<b>Subtotal Contingency</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$650,000</b>
<b>TOTAL COSTS</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$10,000,000</b>
<b>Other ** description must be entered</b>						
+ For Planning applications under the EDAP Program, please break down Planning costs as follows:						
Category A						0
Category B						0
Category C						0
Category D						0
<b>Total Planning Costs</b>				0	0	0



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

---

**SUBJECT:** Authorize the execution of a construction contract with Structural Concrete Systems, LLC for the Parking Garage Maintenance and Repairs project in an amount of \$615,668.70 and potentially including Alternate #1 at an amount of \$79,863.02.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/4/2018

**SUBMITTED BY:** Kyle Burow, Director of Engineering

**EXHIBITS:** Parking Garage Repairs\_Assessment Report  
Parking Garage Repairs\_Received Bids  
Parking Garage Repairs\_Striping Plan

---

<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$615,668.70	\$1,110,140.05	\$1,141,640.05	71-7000-2000 <b>Project #:</b> 70-18001

**PAYMENT TO BE MADE TO:** Structural Concrete Systems, LLC

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**SUMMARY STATEMENT:**

In October 2017, the City consulted M&S Engineering (M&S) to provide professional services and construction documents to assist in the maintenance items on the City's parking garage. M&S was first tasked with providing a report based on the assessment of the structure's existing condition. While determined to still be structurally sound, the report identified several key maintenance items needing attention including concrete topping, expansion joints, and an insufficient drainage system.

Following the results of the initial assessment, M&S was hired to develop construction documents to address the parking garage maintenance items, signage, and striping. The bid documents contained the maintenance items as a base bid, Alternate #1 consisting of the removal and restriping for all floors, and Alternate #2 to power wash the interior and exterior of the parking garage. Design was completed and bids received on May 22, 2018 with MATCON Construction Services, Inc. (MATCON) as the apparent low bid. Staff requested a compilation of related projects and the required manufacturer certifications from the two lowest bids: MATCON and Structural Concrete Systems, LLC (SCS). MATCON was unresponsive to the request while SCS submitted the necessary documentation for evaluation. M&S and City staff evaluated the SCS submittals and bids and recommend awarding the base bid and Alternate #2 in the amount of \$615,668.70.

Additionally, staff is presenting the striping plan for Council consideration. The current parking garage striping and clockwise traffic flow has multiple conflict points, whereas, the proposed striping plan would reverse the direction to counter-clockwise. The proposed plan would reduce the number of conflict points for traffic flow and present

earlier parking opportunities adjacent to the retail and exterior along Water Street. If elected to add Alternate #1 in an amount of \$79,863.02, the recommendation for award would be for a contract total of \$695,531.72.

**RECOMMENDED ACTION:**

Authorize execution of construction contract with Structural Concrete Systems, LLC.



13 Nov 2017

City of Kerrville  
Attn: EA Hoppe, Deputy City Manager  
701 Main Street  
Kerrville, TX 78028  
(830) 258-1501

*Submitted electronically via email:* EA Hoppe ([EA.Hoppe@kerrvilletx.gov](mailto:EA.Hoppe@kerrvilletx.gov))

Reference: City of Kerrville Parking Garage  
Sidney Baker and Water Street, Kerrville, Texas  
7517KERVL.001

Dear Mr. Hoppe,

M&S Engineering, as represented by Amy Stone, P.E. and Jim Bryant visited the site on 2 November, 2017. M&S observed the garage structure by first observing the roof and generally making our way down to the grade level. We then observed about three quarters of the exterior (not blocked by the cancer center and yard). After observing the exterior, we observed the stair towers. We did not observe the elevators or the inside of the shafts. We did not observe the skybridge.

### **Observations and Recommendations**

This report does not list every item M&S observed, but rather a selection that requires further discussion.

The garage is a 2.5 elevated level plus ground level structure. The lowest level has asphalt paving. The highest level (labeled 4) is a partial level ending at the expansion joint location. For the purposes of this report, the garage will be referred to as 4 level. Levels begin and end at the expansion joint location.

#### **1- Topping Observations (2<sup>nd</sup> and 3<sup>rd</sup> level)**

The third level is the flat portion at the base of the highest ramp. This area, where cars turn right or left in order to continue exiting the garage exhibits an extensive area of concrete topping in poor condition. We observed numerous patching attempts using a variety of methods over the years- with mixed success.

The damage appears consistent with the use of de-icing chemicals. A portion of the damage exposes the reinforcement for the topping. This is typically in the areas where vehicles turned. The remainder of the damage has not yet reached the depth of the reinforcing.

There are other extended areas with similar damage although the mechanism may be original construction defect instead of de-icing chemical attack.

#### **2- Mitigation Recommendations**



The sections of the topping exhibiting the deepest damage should be removed to the surface of the supporting DT. The topping should be replaced with new concrete meeting or exceeding the original specifications and new reinforcing. The shallow damaged areas may be scarified or ground to approximately 1". An overlay specifically for shallow depths should be installed. For ease a future maintenance, a deck coating may be applied to the exposed portions of the deck.

### **3- Expansion Joint (all levels)**

At Grid 7 on the existing construction documents, there is a large expansion joint through the depth of the garage.

The expansion joint has been replaced, repaired, strengthened and altered in a variety of ways. All are currently failed. Expansion joints are particularly delicate and this failure does not indicate excessive movement or other distress.

Some locations have additional supports to transfer shear across the joint.

### **4- Expansion Joint Mitigation Recommendations**

The expansion joints should be removed, the concrete cleaned and the joints replaced. Regular maintenance may increase the life of expansion joints and their covers. Some joints may be larger than current as the edges of the DT may have damage. In these cases, a metal plate joint instead of completely elastomeric may be used.

### **5- DT stem Observations**

Most of the DT appeared to be in good condition. One stem, over the door to stair 3 on the lowest level is exhibiting severe distress. The bearing plate and bottom rebar are severely corroded. Damage to the pre-stressing strands are not visible, but may still be present. This location exhibits evidence of repeated long term moisture intrusion.

A few DT's on the ramp exhibit horizontal cracking near the bearing end of the stem. There are typically 3 sources of error for this type of cracking. The first is debonding or damage in the prestressing strand. The second original construction cracking due to poor consolidation or improper stripping techniques. The third is inadequate design of confinement steel at the bearing point.

### **6- DT stem Mitigation Recommendations**

The damaged stem should be shored and all loose concrete removed. The source of the water infiltration should be determined and mitigated to prevent further damage. Then the stem should be inspected for damage to the tendons. At a minimum, the rust should be removed and any unsound concrete removed. Then, bonding agents and appropriate patch material can be installed.

The DT on the ramp should be shored and any unsound concrete removed. At a minimum, all cracks should be epoxy injected. If further deterioration is uncovered, a larger patch instead of epoxy injection may be appropriate. A monitoring program should be started to see if the cracks grow or expand. If they do increase, repair with FRP wrapping may be appropriate.

### **7- Miscellaneous Observations**

The maximum vehicle weight is listed as 4000lbs. The construction drawings indicate concentrated loads 'as adopted by the building code in effect at the time'. We estimate that the weight limit of the vehicle may be raised to at least 6000lbs using the footnotes in some building codes concerning tire loads. This will be confirmed during the construction document phase.



The entire garage should be powerwashed. Doing this before repairs will help delineate staining from damage. It may also uncover more damage. Generally, it is also necessary to do this before painting or applying sealer of any kind.

There are several locations of wall or corbel spalling. Many DT on the first floor have flange to flange connections that have spalled.

#### **8- Miscellaneous Mitigation Recommendations**

Wall, corbel and DT spalls should be removed and the spall patched with a structural material. Some locations may require shoring.

#### **9- Handrail and TAS Observations**

The handrail does not appear to meet current TAS requirements. We did not assess the number and quality of handicapped spaces or travel lanes. It may be that the number and quality of handicapped spaces and travel lanes do not meet current TAS requirements.

#### **10- Handrail and TAS Limited Recommendations**

It is possible that the handrail may be retrofitted to meet the TAS requirements. This may involve installing perforated metal on the interior of the handrail in addition to post installed rail nosings where needed. If you so desire, we may help you design the parking layout and accessibility routes. This will be in addition to the current scope of construction documents.

#### **9- Drainage Observations**

There are existing drains on the garage. Only a few appear to be blocked. However, there are not enough drains in some locations. Also many of the drains are not at the low point the local area and are not functional.

#### **10- Drainage Mitigation Recommendations**

We recommend installing numerous drains and associated piping. It is possible that existing piping may be incorporated.



**Representative pictures**



- Typical damaged topping without exposed rebar.



- Typical area of deep repair with exposed rebar.



Typical failed expansion joint. Topping damage visible to right.



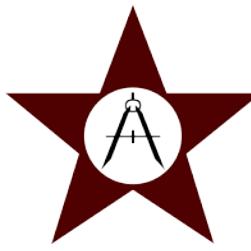
Typical underside of failed expansion joint with evidence of previous repair



DT stem damage.



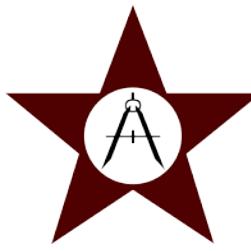
- Miscellaneous wall patch



- Handrail



- Typical handrail



- Typical DT flange to flange connection damage



Typical existing floor drain



### **Conclusions and Closing**

It has been a pleasure to provide this report. Please contact M&S with any questions or concerns. I look forward to working with you on future projects.

Sincerely,

14 Nov 2017  
Amy Stone, P.E.  
Structural Department Manager



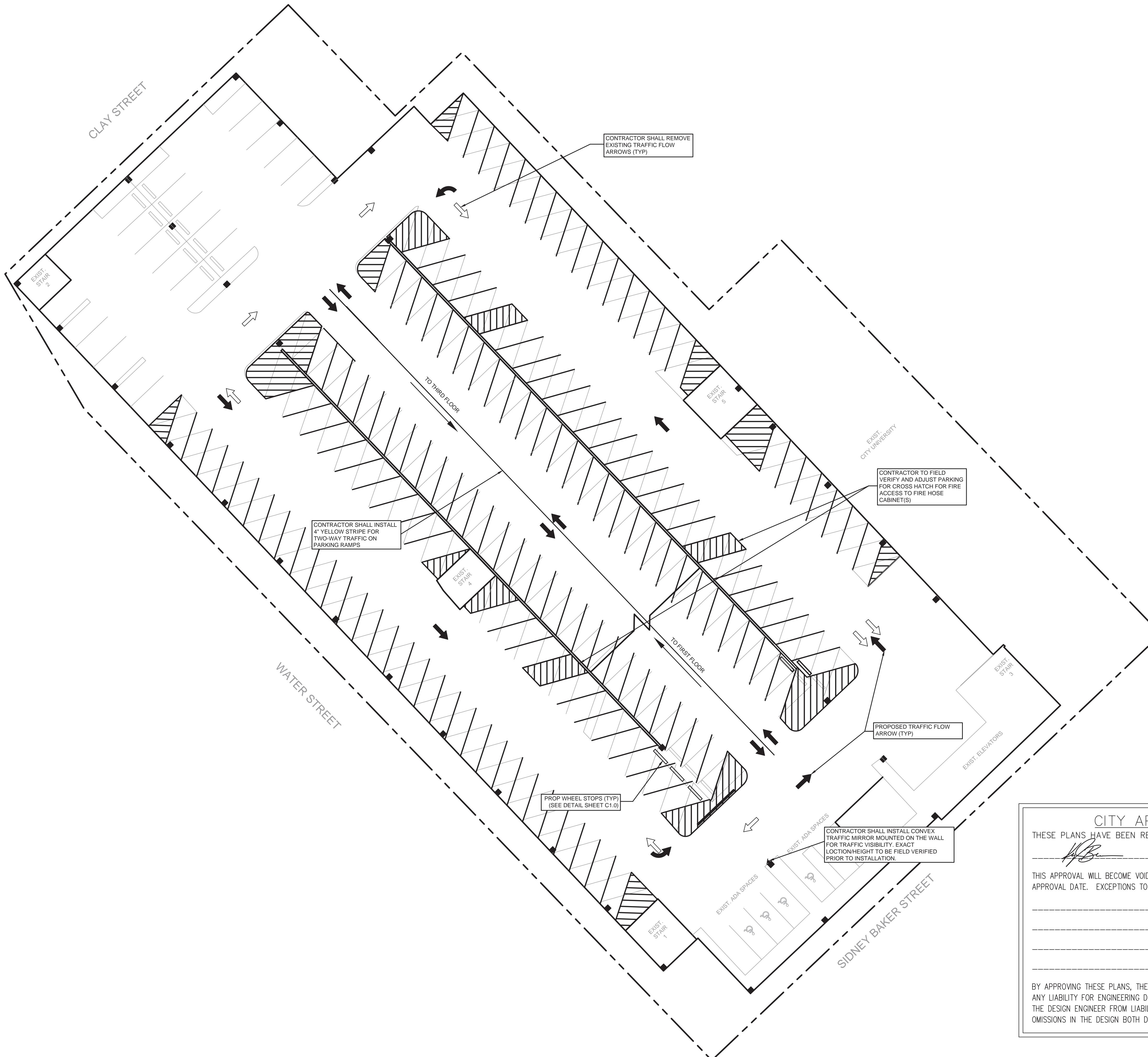
**Project Name : Parking Garage Repairs**

**Engineering Number: PW#17-024**

**Bid Opening: May 22, 2018**

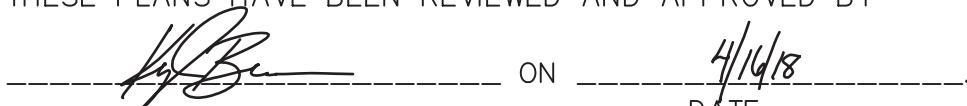
General Contractors	Bid Security	Addendum #1	Addendum #2	Base Bid	Alternate Bid #1	Alternate Bid #2
Mobile Enterprises, Inc.	✓	✓	✓	\$1,240,420.00	\$140,525.00	-
MATCON Construction Services, Inc.	✓	✓	✓	\$574,276.00	\$64,638.00	-
ARS Specialty Contractors	✓	✓	✓	\$1,218,395.20	\$51,150.00	\$30,000.00
RESTEK, Inc.	✓	✓	✓	\$649,860.00	\$64,500.00	\$40,000.00
JM Lowe & Company	✓	✓	✓	\$871,425.00	\$87,593.00	\$131,142.00
Structural Concrete Systems, LLC	✓	✓	✓	\$601,146.70	\$79,863.02	\$14,522.00





CITY APPROVAL

THESE PLANS HAVE BEEN REVIEWED AND APPROVED BY

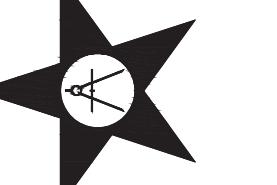
 ON 4/16/18 DATE

THIS APPROVAL WILL BECOME VOID AFTER ONE YEAR OF THE INDICATED APPROVAL DATE. EXCEPTIONS TO THIS APPROVAL ARE AS FOLLOWS:

BY APPROVING THESE PLANS, THE CITY OF KERRVILLE DOES NOT ASSUME ANY LIABILITY FOR ENGINEERING DESIGN, NOR DOES APPROVAL RELEASE THE DESIGN ENGINEER FROM LIABILITY FOR CORRECTION ERRORS OR OMISSIONS IN THE DESIGN BOTH DURING AND AFTER CONSTRUCTION.

(ALTERNATE BID)  
KERRVILLE PROJECT No. PW17-024  
SHEET: C3.0

**M&S ENGINEERING**  
TECHNICAL | ELECTRICAL | STRUCTURAL | MEP | SURVEYING  
SERVING FIRM #1044400



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STATE OF TEXAS  
ANDREW L. BARBOZA  
105872  
LICENSED PROFESSIONAL ENGINEER  
04/11/2018







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

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**SUBJECT:** Authorize the execution of a construction contract with Lambda Construction I, Ltd. for the WWTP Oxidation Ditch Bid Package #1: Aerator Baffles and Supports Improvements project in an amount of \$195,000.00.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/4/2018

**SUBMITTED BY:** Kyle Burow, Director of Engineering

**EXHIBITS:** WWTP Oxidation Ditch Package 1\_Received Bids  
WWTP Oxidation Ditch Package 1\_Recommendation Letter

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<b>Expenditure Required:</b> \$195,000.00	<b>Current Balance in Account:</b> \$719,210.58	<b>Amount Budgeted:</b> \$800,000.00	<b>Account Number:</b> 71-7100-2600
			<b>Project #:</b> 71-17003

**PAYMENT TO BE MADE TO:** Lambda Construction I, Ltd.

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**SUMMARY STATEMENT:**

As part of the City of Kerrville's Wastewater Master Plan, the City hired Freese and Nichols, Inc. (FNI) to assist in the rehabilitation of the Wastewater Treatment Plant (WWTP) oxidation ditch. The oxidation ditch was listed as high-risk with the second highest criticality rating due to being the main treatment component without redundancy within the treatment system.

The oxidation ditch has been in continuous service since the plant was built in 1974. Over the years, some baffles have pulled out of their concrete anchors and are no longer functional. The baffles are intended to force air down into the mixed liquor, so that oxygen can be mixed with wastewater. This process is necessary so the aerobic bacteria can complete the treatment process. Over the 43 years of operation, the oxidation ditch has accumulated a blanket of solids across the bottom. These solids are counterproductive to the treatment process and take up volumetric capacity. In addition, the solids house anaerobic bacteria which adds additional nutrient loading for the aerobic bacteria process. Once the accumulation is removed from the process and the baffles are reinstalled, the level of free oxygen in the oxidation ditch will be increased, and this will aid in optimizing the treatment process.

FNI's responsibilities for the project were to design a solution to remove and replace the baffle deflectors and supports and develop a process for the removal of accumulated solids across the bottom of the oxidation ditch. FNI consulted with City staff to divide the project into two bid phases to exercise the interest of specialty contractors in addition to providing a potential cost savings. Package 1 consists of improvements to the aerator

baffles and supports while Package 2 will consist of dredging the oxidation ditch to remove the accumulated solids from the bottom. Package 2 is planned to receive bids later this summer.

Design was completed and bids received for Package 1 on May 22, 2018, with Lambda Construction I, Ltd. submitting the lone bid. FNI and City staff evaluated the lone bid finding it to be within 10% of the original \$178,000.00 cost estimate and recommend awarding the construction contract in the amount of \$195,000.00.

**RECOMMENDED ACTION:**

Authorize execution of construction contract with Lambda Construction I, Ltd.

# Project Name: WWTP Oxidation Ditch Rehab - Package 1: Baffle and Support Repairs

**Engineering Number: PW#17-005**

## **Bid Opening: May 22, 2018**

<b>General Contractors</b>	<b>Bid Security</b>	<b>Base Bid</b>
<b>Lambda Construction</b>	<input checked="" type="checkbox"/>	<b>\$195,000.00</b>



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June 6, 2018

City of Kerrville  
200 Sidney Baker Street  
Kerrville, Texas 78028

Attn: Kyle Burow, P.E.  
City Engineer

Re: Kerrville Oxidation Ditch – Bid Package No. 1  
**Recommendation of Award**

Dear Mr. Burow:

Bids for PW17-005 Oxidation Ditch Rehabilitation, Bid Package No. 1 were received on Tuesday, May 22, 2018. The bid is reasonable and consistent with the Engineer's Estimate.

<b><u>Contractor</u></b>	<b><u>Bid</u></b>
Lambda Construction I, Ltd.	\$195,000

Based on the City of Kerrville's previous experience and based on references checked for the Contractor, Lambda Construction appears to be qualified and capable of performing the scope of work for this project. Freese and Nichols recommends that the City of Kerrville award the construction contract to Lambda Construction in the Base Bid amount of \$195,000.

Please call me at 361-561-6508 with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Jason Cocklin'.

Jason Cocklin, P.E.  
Project Manager



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

---

**SUBJECT:** Confirmation of project scope for the H-E-B Tennis Center Improvement Project

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/7/2018

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

**EXHIBITS:** N/A

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

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**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

On January 27, 2017, the City Council approved a funding agreement with the Kerrville Economic Improvement Corporation for renovation of the H-E-B Tennis Center in the amount of \$1.5 million. In early June 2017, staff concluded a Request for Qualifications (RFQ) process to solicit design firms to submit interest proposals.

On June 27, 2017, the City Council authorized staff to negotiate a design services agreement with the consultant team selected which best met the criteria in the RFQ.

Staff selection from the RFQ process was Schrickel Rollins and Associates (SRA) from Arlington, Texas. Their team also consists of Hewitt Engineering of Kerrville, MDS Surveying of Boerne, and Rock Engineering of San Antonio, all experienced firms in working with the City of Kerrville.

As was included in previous City Council agendas, the design scope of work for the project includes stakeholder input, plan development, bid document preparation, bid evaluation, and construction management assistance for drainage, tennis court, and building renovation needs at the facility, which requires professional engineering and architectural services.

The consultants held multiple meetings with stakeholders, staff, and the public to prepare the overall master plan for the Tennis Center. The master plan in its entirety is estimated to cost \$4 million. Staff worked with SRA to develop a scope for the first phase. The proposed phase 1 construction scope will address the following for approximately \$1.3 million:

- Drainage upgrades in the center of the complex and redesign of observation areas;
- Resurfacing of existing courts and improved shaded seating;
- ADA / TDLR access for all paths-of-travel
- Create pathway between courts 5-8 and 9-10 to improve access to courts 11-14 and future courts (route players through pro shop). This will require adjustments to the parking lot and reconstruction of courts 9-10;
- Court fencing upgrades on courts 1-10;
- Improvements to the pro shop;
- Parking access improvements at courts 11-14;
- Practice court resurfacing, signage, dumpster screen, and site furniture as needed.

Staff is requesting Council to accept the master plan and approval of phase 1 construction scope. The next steps will be for SRA to prepare construction documents for bidding in late summer. Construction sequencing can allow for limited use of the facility during certain periods. Construction is anticipated to begin in late 2018 with completion in mid 2019.

**RECOMMENDED ACTION:**

Acceptance of the master plan and approval of phase 1 construction scope for the H-E-B Tennis Center Improvement Project.

REQUESTED SCOPE CHANGE	REASONING STATEMENT/JUSTIFICATION IN CURRENT PLAN	SCOPE CHANGE
Add walkway aisle between courts 5-8 and 9-10 and extend courts 9-10 north, in Phase 1 instead of later phase	The current Phase 1 constructs an overlay on courts 9-10 in their current location. Installing the walkway between courts 5-8 and 9-10 requires moving 9-10 to the north with appropriate subbase and asphalt overlay, with parking, fencing, and retaining wall changes. The existing sports lighting on these courts would need to be addressed in one of the following ways: Option 1) The existing lights would need to be removed and new lights installed, Option 2) the existing lights on courts 9-10 would be abandoned in place, or Option 3) the existing lights would remain in their current location and remain operable. (With Option No. 3, the existing lighting would not have uniform coverage.)	Cost estimate to add walkway aisle and 9-10 court relocation in Phase 1: Current proposed Phase 1 - \$1.33 million plus \$40K for walkway/court relocation = \$1.37 million w/ lighting Option No. 1 - \$1.47 million w/ lighting Option No. 2 - \$1.37 million w/ lighting Option No. 3 - \$1.37 million  Recommend relocating courts 9-10 and address lighting with Option 2 or 3 in Phase 1, for est. cost of \$1.37 million.
Dumpster screen – budget too expensive	The dumpster should be visually screened entering a complex; requires concrete pad and screening.	SRA will review the scope/cost for the screen and pad, and look at options to reduce this cost.
Repair or replace practice court	Existing practice wall is in good condition; surfacing could use repair.	Cost estimate to resurface the practice area is approx. \$4K.
Designate a "lesson court"	A "lesson court" has not been previously identified as a capital construction need.	CoK and SRA will look into a portable netting system and discuss with tennis coaches the need for this item. No scope change recommended.
Walking trail near courts 11-14 – eliminate	The trail was installed as an element of a TPWD grant years ago which requires all grant funded improvements remain in good working condition.	Since this is a Master Plan/future phase item, no scope change at this time.
Cover Courts 1-2 or 3-4 instead of the proposed Courts 9-10	Covered tennis courts are typically located in close proximity to parking and the Pro Shop as they are most often used during inclement weather. The feedback from the stakeholder/public meetings in November encouraged covering two courts and courts 9-10 are the most viable. Covering of any of the existing courts would require some level of reconstruction (primarily footing installation and fencing).	No scope change recommended.

Access walk to courts 1-4 – eliminate	ADA/TDLR regulations require that all improvements be made accessible from all parking and courts to the pro shop/restrooms/pavilion; these laws went into effect after the lower courts were built, but any upgrades to the complex require that all elements of the site be accessible.	No scope change recommended.
Use Phase 1 funds to cover 2 existing courts instead of other work currently identified in Phase 1	Funds available for a project construction contract is approx. \$1.4 million, which must include accessible routes and drainage throughout the site. The idea to exchange covering two existing courts with all the other court needs is problematic and expensive.	A “cover two existing courts” option would be + \$1.8 million, and would only include the following: cover 2 existing courts, relocate courts 9-10, accessible sidewalks throughout, bleacher pads, grading, retaining walls, revised parking at front of main lot, landscape & irrigation in central area. The existing courts would remain “as is”, and the bleachers would not be covered. This option is over available funds.  No scope change recommended.
Use a fabric roofing system on court cover vs. steel cover for cost savings	There are several factors to consider with a steel court cover vs. fabric – initial installation cost, long term O&M costs, material life span, warranties, insurance coverage, wind/hail tolerance, “greenhouse” effect under roof, glare of translucent fabric roof behind balls, etc. A fabric roof design and installation would require the use of a 3 <sup>rd</sup> party manufacturer by separate contract, but in coordination with SRA. Material warranties for a rigid steel cover generally run 30+ years and on a fabric structure they generally run from 1 to 10 years on the pvc/fabric components and 30 years on the steel support frame, excluding force majeure.	The initial construction cost for a fabric roofing system saves approx. 35% compared to a steel rigid structure, but the shorter life expectancy and routine maintenance greatly increase the fabric system cost over the long run.  The court cover is a Master Plan item and does not affect the Phase 1 project.  No scope change recommended.
Monument sign – budget too expensive	Sign needs to provide wayfinding and define entry to complex off Sidney Baker.	SRA will develop options to reduce the cost of the monument sign.

Monument sign – move to Phase 1	Same as above	Modified monument sign can be bid in Phase 1 as an alternate.
Add restroom near courts 11-14 in Master Plan	Restrooms are expensive to build and maintain; ample restrooms exist on site; sewer and water extensions also expensive and are outside of the available funds.	A restroom will be added to the Master Plan near courts 11-14 with the small pavilion, for consideration in a future phase.



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

---

**SUBJECT:** Authorization to purchase soccer field lighting for the Kerrville Sports Complex from Musco Sports Lighting, LLC through the Texas BuyBoard in the amount of \$70,400

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/6/2018

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

**EXHIBITS:**

1. Musco quote
2. Sports Complex Project Recommendations

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<b>Expenditure Required:</b> \$70,400	<b>Current Balance in Account:</b> \$254,585	<b>Amount Budgeted:</b> \$70,400	<b>Account Number:</b> 70-7000-5100 Project # 70-16005
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**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

On May 17, 2018, staff presented a prioritized list of projects to be considered for the remaining balance of the sports complex project to the Parks and Recreation Advisory Board. The purpose of these projects is to improve the maintenance operations and aesthetics of the complex in an effort to increase marketability. The board voted unanimously to support the recommended list of projects. The list of projects is attached.

Included in the project list is the addition of two musco sports lights for the soccer fields. This will add additional field of play for evening soccer, in addition to having flexibility to protect the turf by alternating the field to prevent wear down of the goalmouths. The lights will cost \$70,400 and requires council approval of the expenditure. The conduit for the additional lighting was installed with the project in anticipation of adding lights in the near future.

**RECOMMENDED ACTION:**

Approval of purchase.



### **Sports Complex Project Recommendations**

The following is a prioritized list of projects to be considered for the remaining balance of the Kerrville Sports Complex project. The purpose of these projects is to improve the maintenance operations and aesthetics of the complex in an effort to increase marketability.

Item	Note	Estimated Cost
1. Pave maintenance road	Materials only, in-house project. Will also price out.	\$6,000
2. Soccer lights	Additional lights for soccer fields.	\$70,000
3. Common area irrigation / sod	Sod for "lanes" inside pods, not slopes. We would install irrigation on the slopes, but seed instead.	\$87,000
4. Fertigation system with building addition	Fertilization injection of fertilizers in the irrigation system.	\$20,000
5. Turf dugouts	Install artificial turf near high use areas of dugouts.	\$15,000
6. D-BAT sidewalk extensions	Add sidewalks.	\$18,500
7. Maintenance building extension	To cover equipment.	\$15,000
8. D-BAT irrigation	Sod / irrigate D-BAT building exterior.	\$10,000
9. Dedication plaque	Necessary purchase.	\$6,500
10. Soccer playscape	Optional*	\$50,000*
11. Monument sign	Re-work to include "Softball" on the monument sign. Optional*	\$5,000*
		<b>Total: \$303,500</b>

Total Project Balance = \$255,000

Total identified items (approximate) = \$303,500

Total identified items minus the two optional projects = \$248,500 (staff recommends this option).



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

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**SUBJECT:** Consider changes to the boards and commissions application forms and establish public notification process.

**AGENDA DATE OF:** 6/12/2018                    **DATE SUBMITTED:** 05/31/2018

**SUBMITTED BY:** Councilmember Vincent Voelkel

**EXHIBITS:** Current board applications (2)

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

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**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

Consider simplifying the application form process by combining the two applications into one generic application form, and discuss establishing a public notification process.

**RECOMMENDED ACTION:**

Authorize Councilmember Voelkel to work with city staff to create a more simplified application form and bring back for council consideration at a future meeting.



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

## **Application for Consideration of Appointment**

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

New Application

Re-appointment Application

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

### **Personal Information**

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

Name: Last First Middle

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

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

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

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

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

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

### **Employment**

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

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

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

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

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

### **Education and Experience**

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

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

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

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

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

If yes, please specify:

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

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

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

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

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

Do you have any comments about your experience while serving?

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Describe ways in which you have contributed to your community.

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What do you hope to accomplish by serving?

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

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#### Certification

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

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Signature

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Date

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

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

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



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

### **Application for Consideration of Appointment Planning & Zoning Commission**

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

#### **Qualifications for the Planning & Zoning Commission:**

At least four of the regular members shall be residents and eligible voters of the city; one regular member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County. At least one alternate member shall be a resident and eligible voter of the city; one alternate member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County.

#### **Powers and Duties:**

1. Shall formulate and recommend to the city council for adoption a Comprehensive Plan for the orderly growth and development of the city and its environs. On a yearly basis the commission shall review and if necessary recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety and general welfare of the citizens of the city.
2. Shall formulate a zoning plan (ordinance) as may be deemed best to carry out the goals of the Comprehensive Plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in state law.
3. Shall exercise all powers of a commission as to approval or disapproval of plans, plats, or replats as set out by state law and the city's subdivision regulations.
4. Shall initiate for consideration at public hearings, proposals for the original zoning of annexed areas or for the change of zoning district boundaries on an area wide basis.
5. Shall consider and take appropriate action, upon written request, variances as prescribed to the city's subdivision and sign regulations.
6. Shall from time to time recommend such changes to the subdivision regulations, sign regulations, and any other ordinance the city council assigns to their review that will facilitate the general health, safety and welfare of the citizens of the city.

**Term of Office:** Two years. No regular member shall serve more than three consecutive full terms on the Commission without having at least one full year off the Commission between terms.

**Quorum:** Three (may include an alternate member but only where substitution for and acting as a regular member)

**Number of Members:** Five regular members and two alternates.

**Established by:** Minutes of 12-18-44 Council meeting; amended by Ordinance Nos. 1979-37, 1987-24, and 2008-24 (which deleted from Code of Ordinances book Chapter 82 – Article II – Sections 82-31 through 82-36 and rolled into Zoning Code which is not codified).

Rules and Regulations amended by Resolution 180-2001; Rules Governing Conduct amended by

Resolution 052-2003; Process for Appointment amended by Resolution 007-2006

Have you attended a Planning & Zoning Commission meeting in the past 12 months?  Yes  No

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

What interests you about serving on the Planning & Zoning Commission?

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What qualifies you to serve on the Planning & Zoning Commission?

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In your opinion, what are the three most pressing issues facing the Planning & Zoning Commission?

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

What do you hope to accomplish by serving?

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

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**Certification**

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

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Signature

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Date

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



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

---

**SUBJECT:** Downtown Tax Increment Reinvestment Zone (TIRZ).

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 6/3/2018

**SUBMITTED BY:** E.A. Hoppe

**EXHIBITS:** Click or tap here to enter text.

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

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**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

On Tuesday evening the City's Tax Increment Financing consultant, David Pettit, will be on hand to present his findings regarding the possible formation of a Downtown Tax Increment Reinvestment Zone (TIRZ). Mr. Pettit will be discussing the basic concepts of tax increment financing, several different TIRZ boundary scenarios, a preliminary development analysis, and potential next steps. This analysis is an early action item that was identified within the Kerrville 2050 Comprehensive Plan. .

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**RECOMMENDED ACTION:**

Provide staff direction on next steps.



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

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**SUBJECT:** Appointments to the Zoning Board of Adjustment

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 5/31/2018

**SUBMITTED BY:** Brenda Craig  
City Secretary

**APPROVED BY:** Mark McDaniel  
City Manager

**EXHIBITS:**

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

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

Consider appointments to the following board:

**Zoning Board of Adjustment:** One vacant regular member position and one vacant alternate member position, both due to expire on 09/30/18.

This item is eligible for executive session.

**RECOMMENDED ACTION:**

Consider appointments.

**ZONING BOARD OF ADJUSTMENT**

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
ALMOND, DANNY Chair 3540 Trail Head Dr.	214-202-4819 (C)	04-11-17** 10-25-16*		09-30-18
LEWIS, PETER Vice-Chair 334 West Water St.	896-1707 (H) 896-4220 (W)	12-09-14	10-25-16	09-30-18
LIGON, SAM 431 Valley Drive	895-4431 (H) 895-5111 (W)	10-22-13	02-13-18	09-30-19
PARKS, ROBERT 2515 Rogers Circle	896-5861 (H) 928-1616 (C)	12-09-14 02-13-18**	10-25-16*	09-30-19
VACANT				09-30-18

**ALTERNATES:**

MORGAN, WILLIAM 1744 Glen Rd.	257-6263 (H) 739-9655 (C)	02-13-18	09-30-19
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VACANT			09-30-18
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**CITY STAFF:**

Drew Paxton	258-1178 (O)
Executive Director of Development Services	

Qualifications: The board shall be composed of five members all of whom shall be residents and qualified voters of the city of Kerrville.

Alternate Members: Two alternate members will be appointed who shall be qualified voters of the city to serve concurrent terms as the regular members. The alternate members will serve on the board in place of an absent member when requested to do so by the chairperson of the board so that all cases to be heard by the board shall always be heard by a minimum of four members.

Powers and Duties: 1. The board shall hear and decide an appeal that alleges an error in any order, decision, or determination made by an administrative official of the city in the interpretation or enforcement of Chapter 211 of the Texas Local Government Code, as amended, or the zoning code.

2. The board shall grant, upon written request, variances from the height, yard, area, coverage, floor-to-area, and buffering regulations and required number of parking and loading spaces prescribed by the zoning code, which variances are not contrary to the public interest, and which, because of special conditions, a literal enforcement of the ordinance would result in unnecessary hardship.

Term of Office: Two years. The members shall be appointed by a majority vote of the members of the city council. No member or alternate member shall serve more than three consecutive full terms on the board without having at least one full year off of the board between terms.

Quorum: Three members

Number of Members: Five with two alternates

Meeting Time & Place: At the call of the chairperson and at such other times as the members of the board shall determine.

Absences: Cause for removal of a member of the board by the city council shall be deemed to exist if during any period of twelve consecutive months for any reason other than a medical reason which prevents the member's attendance, the member is absent from the greater of three called meetings of the board or 25 percent of the called meetings of the board.

Established by: Ordinance No. 1997-07

Revised: April 26, 2018

\* Appointed as alternate

\*\* Appointed as full member



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

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**SUBJECT:** Appointments to the Building Board of Adjustment and Appeals.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 5/31/2018

**SUBMITTED BY:** Brenda Craig  
City Secretary

**APPROVED BY:** Mark McDaniel  
City Manager

**EXHIBITS:** Board Sheet

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

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**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

Consider appointments to the following board:

**Building Board of Adjustment and Appeals:** Two vacancies that expired on 08/31/17.

This item is eligible for executive session.

**RECOMMENDED ACTION:**

Consider appointments.

## **BUILDING BOARD OF ADJUSTMENT AND APPEALS**

		<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
i	MICHAEL WALKER 1303 Vesper Drive Architect	895-2724	02-25-14	09-12-17	08-31-19
ii	MOTHERAL, BRUCE 710 Overhill Dr. 812-A Sidney Baker (mailing) Professional Engineer	257-6360 (O) 257-2087 (H)	10-25-16	09-12-17	08-31-19
iii	GARCIA, JORGE 418 Timber Ridge Master Electrician	377-2002 (O) 257-2487 (H)	10-25-16		08-31-18
iv	HOLLOWAY, BENJAMIN 366 Beaver Rd-Ingram 218 Quinlan St. (mailing) Master Plumber	794-9705 (O) 896-0111 (H)	10-25-16		08-31-18
v	RECTOR, JAMES 125 Coronado Dr. Mechanical Contractor	329-8001 (O)	10-25-16		08-31-18
vi	STAVINOHA, MIKE 1308 Paragon Place Contractor	370-9481 (H)	10-25-16		08-31-17
vii	LENARD, ART 737 Rim Rock Road Active Construction Industry	739-6415 (O)	10-25-16	09-12-17	08-31-19
<b>ALTERNATES:</b>					
(*)	COON, DALLAS 921 Prescott Street	285-5177 (O)	01-13-15	10-25-16	08-31-18
(*)	PUCEK, RONALD 2861 Rock Barn Dr. P.O. Box 294375-mailing	928-3478 (O)	10-25-16		08-31-17

**CITY STAFF:**

Drew Paxton 258-1178 (O)  
Executive Director of Development Services

## Qualifications:

Members shall be composed of the following:

## Executive Director of Development Services

- ii a professional engineer licensed to practice in the state;
- iii a master electrician licensed to practice in the state;
- iv an unrestricted master plumber licensed to practice in the state;
- v a mechanical contractor with a Class A state license;
- vi a person licensed by the city as a contractor;

vii a person that is active in the construction industry; provided, however, if the city council determines that there is no architect or professional engineer available to serve on the board, then council shall select a second person meeting this description to serve.

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

**Powers and Duties:**

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

**Term of Office:** Two years

**Quorum:** Four members

**Number of Members:** Seven members, and two alternates

**Officers:** The board shall elect a chair and vice-chair who shall be appointed from among its voting members. The board shall appoint such officers at the first meeting of the board held after September 1 of each year. Officers shall serve a term of one year and all such terms shall end on August 31 after the date of election or until a successor is elected, but in every case each subsequent term shall end on August 31.

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

**Absences:** As established in the Procedural Rules for Kerrville City Boards.

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

**Revised:** June 4, 2018

**(\*)** alternate members shall be qualified as one of the following: master electrician, master plumber or mechanical contractor.



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

---

**SUBJECT:** Appointment to the Planning & Zoning Commission.

**AGENDA DATE OF:** 6/12/2018

**DATE SUBMITTED:** 5/31/2018

**SUBMITTED BY:** Brenda Craig  
City Secretary

**APPROVED BY:** Mark McDaniel  
City Manager

**EXHIBITS:**

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

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

Consider appointment to the following board:

**Planning and Zoning Commission:** One regular member vacancy due to the resignation of Don Barnett, with term to expire on 01/01/2020, and one alternate member vacancy due to the resignation of Marty Lenard, with term to expire on 01/01/2019.

This item is eligible for executive session.

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**RECOMMENDED ACTION:**

Consider appointment.

## PLANNING AND ZONING COMMISSION

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
WALLER, ROBERT Chair 33 Antelope Trail	792-6088 (H) 896-2950 (O)	07-09-13	12-13-16	01-01-19
HARMON, GARRETT Vice-Chair 701 Lee Street	895-4510 (O) 285-2151 (C)	06-25-13	12-13-16	01-01-19
SIGERMAN, MICHAEL 4000 Comanche Trace	895-7765 (H) 305-498-1602 (O)	02-23-16	01-09-18	01-01-20
ZUBER, RUSTIN 112 Harmon Way 616 Clay St. (mailing)	895-2829 (O) 377-0329 (C) 895-4913 (H)	12-10-13	12-13-16	01-01-19
VACANT				01-01-20
<b>ALTERNATES:</b>				
JONES, DAVID THOMAS 207 Lakewood	257-5635 (H) 210-289-5483 (C)	12-13-16	01-09-18	01-01-20
LENARD, MARTY 605 Overhill Drive	370-1757 (H)	12-13-16		01-01-19
<b>CITY STAFF:</b>				
Drew Paxton	258-1178 (O)			
Executive Director of Development Services				

## CITY STAFF:

Drew Paxton 258-1178 (O)  
Executive Director of Development Services

Qualifications: At least four of the regular members shall be residents and eligible voters of the city; one regular member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County. At least one alternate member shall be a resident and eligible voter of the city; one alternate member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County.

Powers and Duties:

1. Shall formulate and recommend to the city council for adoption a Comprehensive Plan for the orderly growth and development of the city and its environs. On a yearly basis the commission shall review and if necessary recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety and general welfare of the citizens of the city.

2. Shall formulate a zoning plan (ordinance) as may be deemed best to carry out the goals of the Comprehensive Plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in state law.
3. Shall exercise all powers of a commission as to approval or disapproval of plans, plats, or replats as set out by state law and the city's subdivision regulations.
4. Shall initiate for consideration at public hearings, proposals for the original zoning of annexed areas or for the change of zoning district boundaries on an area wide basis.
5. Shall consider and take appropriate action, upon written request, variances as prescribed to the city's subdivision and sign regulations.
6. Shall from time to time recommend such changes to the subdivision regulations, sign regulations, and any other ordinance the city council assigns to their review that will facilitate the general health, safety and welfare of the citizens of the city.

Term of Office:	Two years. No regular member shall serve more than three consecutive full terms on the Commission without having at least one full year off the Commission between terms.
Quorum:	Three (may include an alternate member but only where substitution for and acting as a regular member)
Number of Members:	Five regular members and two alternates.
Meeting Time & Place:	First and third Thursdays, 4:30 p.m., City Hall; Council Chambers.
Absences:	Any member who is absent from twenty-five percent (25%) of the board's regular meetings during any twelve (12) month period, or who is absent from any three (3) consecutive regular meetings, shall be considered for removal by the city council. The staff member has the responsibility of reporting a member's non-attendance to the city council in writing, and the city secretary shall notify the board member in writing that their non-attendance has been reported to the city council. However, a member whose absences are directly related to a medical or family emergency may seek consideration from the board upon which they serve to qualify such absences as excused.
Established by:	Minutes of 12-18-44 Council meeting; amended by Ordinance Nos. 1979-37, 1987-24, and 2008-24 (which deleted from Code of Ordinances book Chapter 82 – Article II – Sections 82-31 through 82-36 and rolled into Zoning Code which is not codified).  Rules and Regulations amended by Resolution 180-2001; Rules Governing Conduct amended by Resolution 052-2003; Process for Appointment amended by Resolution 007-2006.

\* Appointed as alternate

\*\* Appointed as full member