

KERRVILLE CITY COUNCIL AGENDA
REGULAR COUNCIL MEETING, JULY 24, 2018, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION:

Offered by Delayne Sigerman, Councilmember Place Four.

PLEDGE OF ALLEGIANCE TO THE FLAG

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

2. VISITORS/CITIZENS FORUM:

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

3. PRESENTATIONS:

3.A Presentation of the Distinguished Budget Presentation Award from the Government Finance Officers Association for the City's annual budget for the fiscal year beginning October 1, 2017.

[AB_Budget_Award.docx](#)

[FY2018 budget award.pdf](#)

3.B Resolution of Commendation for Don Barnett for his time served on the Planning and Zoning Commission.

[Resolution of Commendation-Barnett.pdf](#)

3.C Resolution of Commendation for Ross Robinson for his time served on the Recovery Community Coalition.

[Resolution of Commendation-Ross Robinson.pdf](#)

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: July 20, 2018 7:00pm and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

4. 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:

4.A Financial update for the month ended June 30, 2018.

[AB_Financial_Update_6-30-18.docx](#)

[June 2018 financial summary.pdf](#)

[June 2018 financial graphs.pdf](#)

4.B Professional Agreement for Tennis Professional by and between the City of Kerrville, Texas, and Daniel A. Rubio.

[AB - Tennis Pro Agreement with Daniel Rubio 7.24.2018.docx](#)

[Tennis Pro Contract_RubioD_071618.docx](#)

[Tennis Pro agreement attachments.pdf](#)

4.C Non-Exclusive License Agreement between the City of Kerrville and Camp Gladiator for group exercise within Louise Hays Park.

[AB - License Agreement with Camp Gladiator 7.24.2018.docx](#)

[License Agreement with Camp Gladiator.pdf](#)

[Camp Gladiator Exhibit.docx](#)

4.D Professional Services Agreement between the City of Kerrville and Freese and Nichols, Inc. for assistance with the Legion Lift Station loan application to the Texas Water Development Board Clean Water State Revolving Fund in the amount of \$59,050.00.

[AB_Legion_Lift_Station_TWDB.docx](#)

[FNI_Scope of Services - Legion LS CWSRF Funding Assistance.pdf](#)

4.E Lease with PNC Equipment Finance for equipment and maintenance lease for the Scott Schreiner Golf Course.

[AB Toro Golf Course Equipment Lease.docx](#)

END OF CONSENT AGENDA

5. PUBLIC HEARING:

5.A Legion Wastewater Lift Station Environmental Information Document (EID) as part of the Texas Water Development Board Funding Application.

[Agenda_Bill_-_Legion_TWDB_EID_Public_Hearing_-_20180724.docx](#)

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Brenda Craig
City Secretary, City of Kerrville, Texas

6. ORDINANCE, FIRST READING:

6.A Ordinance No. 2018-14 deleting Chapter 98, "Telecommunications," of the Code of Ordinances of the City of Kerrville, Texas; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.

[AB Ordinance 2018-14.docx](#)

[Ordinance No. 2018-14.pdf](#)

7. CITY COUNCIL RECESS:

THE CITY COUNCIL WILL RECESS THE REGULAR MEETING TO CONVENE A MEETING OF THE CITY OF KERRVILLE EMPLOYEE BENEFITS TRUST (see separate posted agenda).

THE KERRVILLE CITY COUNCIL WILL RECONVENE INTO REGULAR SESSION FOLLOWING THE MEETING OF THE CITY OF KERRVILLE EMPLOYEE BENEFITS TRUST.

8. CONSIDERATION AND POSSIBLE ACTION:

8.A Resolution No. 27-2018 authorizing the transfer of the ownership of funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for employee related group benefits for Fiscal Year 2019.

[AB Employee Benefit Trust Transfer.docx](#)

[Resolution No. 27-2018.pdf](#)

8.B Resolution No. 30-2018 approving/disapproving an amendment to the Kerr Central Appraisal District (KCAD) FY2017 budget to retain budget surplus funds for KCAD's building reserve fund.

[AB_KCAD_Budget Amendment.docx](#)

[2017 Budget Overage Allocation.pdf](#)

[Letter from KCAD - 2017 budget surplus.pdf](#)

8.C Resolution No. 28-2018 providing for the city's approval or disapproval of the Kerr Central Appraisal District's Fiscal Year 2019 Budget.

[AB KCAD Budget.docx](#)

[Resolution No. 28-2018.pdf](#)

[FY2019 KCAD budget.pdf](#)

8.D Execution of a contract for the Water Treatment Plant Clarifier Equipment with Westech Engineering, Inc. in the amount of \$513,852.00.

[AB_WTP_Clarifier_Equipment_Purchase.docx](#)

[WTP Clarifier Equipment Purchase_Received Proposals.pdf](#)

[WTP Clarifier Equipment Purchase_Evaluation of Proposers.pdf](#)

[WTP Clarifier Equipment_Recommendation Letter.pdf](#)

8.E Professional services agreement for the Public Safety Complex Feasibility Study with Brinkley Sargent Wiginton Architects, Inc. in the amount of \$113,956.00.

[AB_Award_Public_Safety_Complex_Feasibility_Study.docx](#)

[Keerville Fully Scanned Packet with Exhibits 7.19.18.pdf](#)

8.F Waiver of perimeter sidewalk construction, per City Code 26-26(f), for property located on Hill Country Drive, Peterson Regional Medical Center.

[AB_sidewalk_waiver.docx](#)

[Sidewalk MP.pdf](#)

[3871-18.028 Traffic Study 2018-06-20.pdf](#)

8.G Amendments to the Ethics Policy for Elected and Appointed Officials, City of Kerrville, Texas.

[AB Ethic Policy.docx](#)

[Ethics Policy amendments.pdf](#)

[Ethics Policy, 4-25-17.docx](#)

8.H Amendments to the Procedural Rules for Meetings of the Kerrville City Council.

[AB Procedural Rules_for_CC_Meetings.docx](#)

[Procedure amendments.pdf](#)

[Procedural Rules for Meetings for Council.docx](#)

8.I Resolution No. 29-2018 confirming and reconstituting the Mayor's Youth Advisory Council as the Kerrville Youth Advisory Committee to include providing its purpose, membership, roles, and responsibilities.

[AB KYAC.docx](#)

[KYAC BYLAWS_07178 Draft.docx](#)

9. INFORMATION & DISCUSSION:

9.A Recovery Community Coalition Annual Update.

[AB_Kerrville_RCC.docx](#)

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Brenda Craig
City Secretary, City of Kerrville, Texas

- 9.B Annual report by Playhouse 2000, Inc. (P2K).
[AB P2K_Annual_Report_-_20180724.docx](#)

10. BOARD APPOINTMENTS

- 10.A Appointment to the Recovery Community Coalition.
[AB RCC 2018.docx](#)
[Recovery Community Coalition.docx](#)
- 10.B Appointment to the Planning and Zoning Commission.
[AB P&Z 2018.docx](#)
[Planning and Zoning Commission.docx](#)

11. CITY MANAGER'S REPORT

12. ITEMS FOR FUTURE AGENDAS

13. 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.

14. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY

ADJOURNMENT.

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Brenda Craig
City Secretary, City of Kerrville, Texas



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

SUBJECT: Presentation of a Distinguished Budget Presentation Award from the Government Finance Officers Association for the City's annual budget for the fiscal year beginning October 1, 2017.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/18/2018

SUBMITTED BY: Amy Dozier, CFO

EXHIBITS: Distinguished Budget Presentation Award

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

The Distinguished Budget Presentation Award is the highest form of recognition in governmental budgeting. The award reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. The City of Kerrville has received this award 33 times since 1984.

In order to receive the budget award, the organization had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well the organization's budget serves as a policy document, a financial plan, an operations guide and a communications device.

RECOMMENDED ACTION:

Information only; no action required.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Kerrville
Texas**

For the Fiscal Year Beginning

October 1, 2017

Christopher P. Morill

Executive Director



City of Kerrville

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

RESOLUTION OF COMMENDATION

WHEREAS, DON BARNETT has served as regular commissioner with the date of service beginning January 12, 2016; and

WHEREAS, DON BARNETT has served faithfully and dutifully on said commission;

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

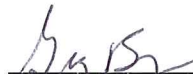
That **DON BARNETT** be recognized for outstanding service as a commissioner on the Planning and Zoning Commission, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the ____ day of _____, 2018.

ATTEST:



Brenda G. Craig, City Secretary


Bill Blackburn, Mayor


George Baroody, Mayor Pro Tem


Vincent Voelkel, Councilmember


Judy Eychner, Councilmember


Delayne Sigerman, Councilmember





City of Kerrville

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RESOLUTION OF COMMENDATION

WHEREAS, ROSS ROBINSON has served as a member of the Recovery Community Coalition with the date of service beginning January 10, 2017; and

WHEREAS, ROSS ROBINSON has served faithfully and dutifully on said board;

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

That **ROSS ROBINSON** be recognized for his outstanding service as a member of the Recovery Community Coalition, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for his contributions to the city and the community.

PASSED AND APPROVED, this the 24th day of July, 2018.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

Bill Blackburn
Bill Blackburn, Mayor

George Baroody
George Baroody, Mayor Pro Tem

V. C. Voelkel
Vincent C. Voelkel, Councilmember

Judy Eychner
Judy Eychner, Councilmember

Delayne Sigerman
Delayne Sigerman, Councilmember





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

SUBJECT: Financial update for the month ended June 30, 2018.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/18/2018

SUBMITTED BY: Amy Dozier, CFO

EXHIBITS: Financial summary
Financial graphs

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

General Fund

Year to date through June 30, 2018, the General Fund has recorded revenues of \$21.8 million compared to expenditures of \$19.6 million. Our largest revenue source, property tax revenue, is primarily received in December and January, therefore we expect to have revenues exceed expenditures at this point in the year. Notable activity includes:

1. Sales tax revenue continues to track under budget for the year, but was up a strong 9.28% in June 2018 compared to June 2017, with notable increases in retail, construction and wholesale categories. In addition, sales tax already received in July 2018 is up 8.28% compared to July 2017.
2. Property tax continues slightly below budget due to a \$76k payment to James Avery per the terms of a Chapter 380 economic development agreement. We received a large payment at the beginning of July related to quarterly and half pay customers that paid Kerr County during the last week of June. July receipts are already \$60K more than July 2017, so we expect to make up some of the shortfall in the remaining months of the year.
3. Expenditures are lower than budget primarily due to staffing vacancies. We are continuing to closely monitor expenditures to counter any possible revenue shortfalls.

Water and Sewer Fund

Year to date through June 30, 2018, the Water and Sewer Fund received revenues of \$9.2 million compared to expenditures of \$8.8 million. Notable activity includes:

1. Water sales are higher than budget due to lower than average rainfall and new reuse customers using potable water for longer than budgeted in FY2018.

2. Residential sewer averages did not increase as much as forecast in our revenue model. We anticipate a budget shortfall in this line item that will be offset by strong water sales.
3. FY2018 other revenue contains a \$415K transfer in related to the December 2017 debt refinancing.

RECOMMENDED ACTION:

Information only; no action required.

City of Kerrville
Financial Summary
For the Month Ended June 30, 2018

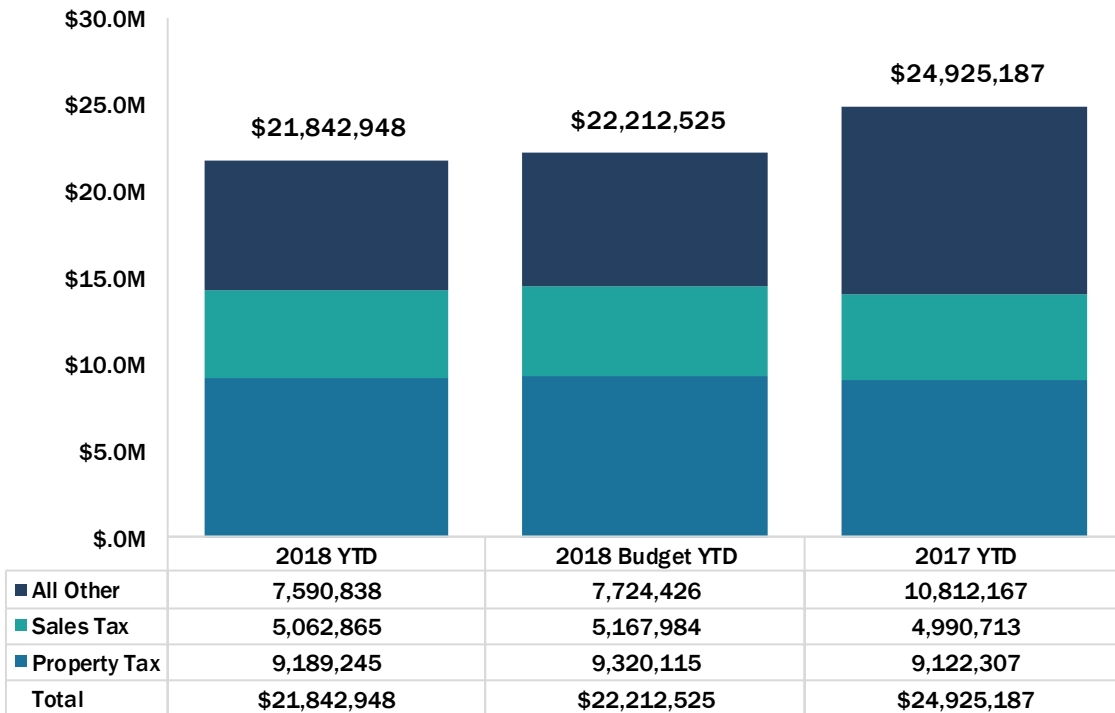
Fund	Year to Date FY2018 Actual	Year to Date FY2018 Budget	Better / (Worse) than Budget	Year to Date FY2017 Actual	Change from FY2017	Variance Explanation
General Fund						
Revenues						
Property Tax	\$ 9,189,245	\$ 9,320,115	\$ (130,870)	\$ 9,122,307	\$ 66,937	note A
Sales Tax	5,062,865	5,167,984	(105,119)	4,990,713	72,152	note B
Other Revenue	7,590,838	7,724,426	(133,588)	10,812,167	(3,221,328)	note C
Total Revenue	21,842,948	22,212,525	(369,577)	24,925,187	(3,082,239)	
Expenditures	19,603,741	20,024,396	420,655	20,254,225	(650,484)	note D
Net	2,239,207	2,188,129	51,078	4,670,962	(2,431,756)	
Water and Sewer Fund						
Revenues						
Water Sales	4,054,666	3,876,076	178,589	3,840,093	214,573	note E
Sewer Sales	3,972,046	4,196,234	(224,187)	3,994,000	(21,954)	note F
Reuse	41,309	66,279	(24,971)	42,755	(1,447)	
Other Revenue	1,101,294	556,296	544,997	554,196	547,097	note G
Total Revenue	9,169,314	8,694,886	474,428	8,431,045	738,270	
Expenditures	8,833,969	9,199,092	365,123	8,505,682	328,286	
Net	335,346	(504,206)	839,551	(74,638)	409,984	
Golf Fund						
Revenues	669,372	719,175	(49,803)	619,384	49,988	
Expenditures	673,862	626,524	(47,339)	657,529	16,334	
Net	(4,490)	92,651	(97,141)	(38,145)	33,655	
Hotel Occupancy Tax Fund						
Revenues	949,001	865,682	83,319	875,731	73,270	
Expenditures	793,207	881,400	88,193	756,450	36,757	
Net	\$ 155,794	\$ (15,718)	\$ 171,512	\$ 119,281	\$ 36,513	

Notes:

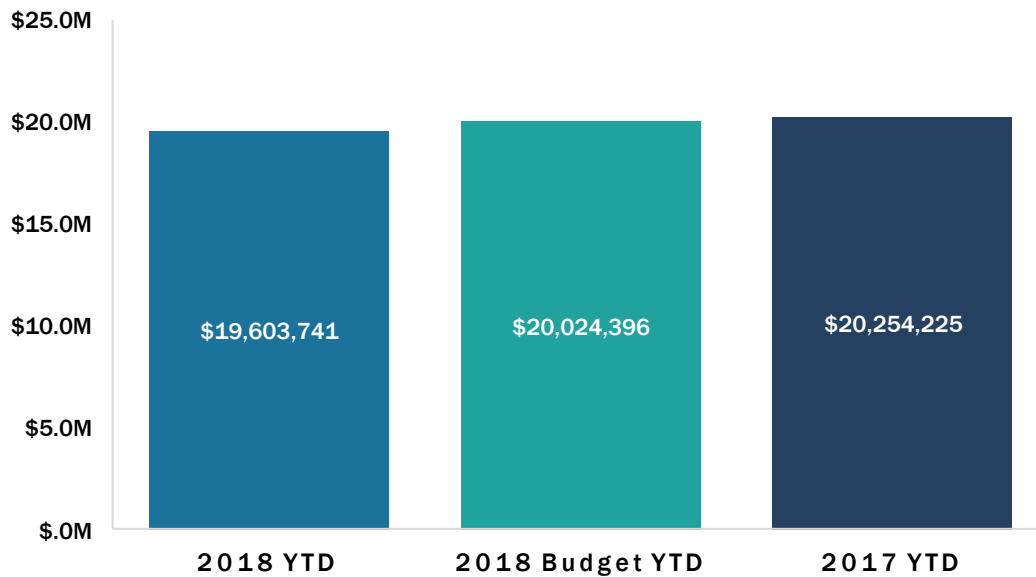
- A. Property Tax** - The City paid a \$76K tax rebate to James Avery in FY2018. The City initially expected that the first rebate would be due in FY2019, but JAC's building was finished in time to make the rebate due in FY2018. Payments for half pay and quarterly taxpayers were due June 30th. Payments that Kerr County received during the last week of June were remitted to the City in July. July receipts are already \$60K more than July 2017, so we expect to make up some of the shortfall shown above.
- B. Sales Tax** - June 2018 sales tax was up 9.28% compared to June 2017, with notable increases in retail, construction and wholesale categories. We have already received sales tax in July and it is up 8.28% compared to July 2018. On a year-to-date basis, we are still short of our budget projection, however, we are encouraged by the strong increases in the last few months.
- C. Other Revenue** - FY2017 had a \$2.0 million transfer in related to a capital project that did not recur in FY2018. Additionally, in FY2017 the process for disallowed and bad debt charge offs was still being established with our new EMS biller, Intermedix. That resulted in larger catch up charges later in FY2017 for those items. In FY2018, the charges are being regularly recorded each month, making FY2018 revenue lower than FY2017 revenue when comparing activity through June.
- D. General Fund Expenditures** - FY2018 expenditures are lower than budget primarily due to staffing vacancies.
- E. Water Sales** - Water sales are higher than budget due to lower than average rainfall and new reuse customers using potable water in FY2018 longer than budgeted.
- F. Sewer sales** - Residential sewer averages did not increase as much as forecast in our revenue model due to water conservation during the sewer averaging period. We anticipate a budget shortfall for the year that will be offset by strong water sales.
- G. Water and Sewer Other Revenue** - FY2018 contains a \$415K transfer in related to the debt refinancing.

City of Kerrville
Financial Summary
For the Month Ended June 30, 2018

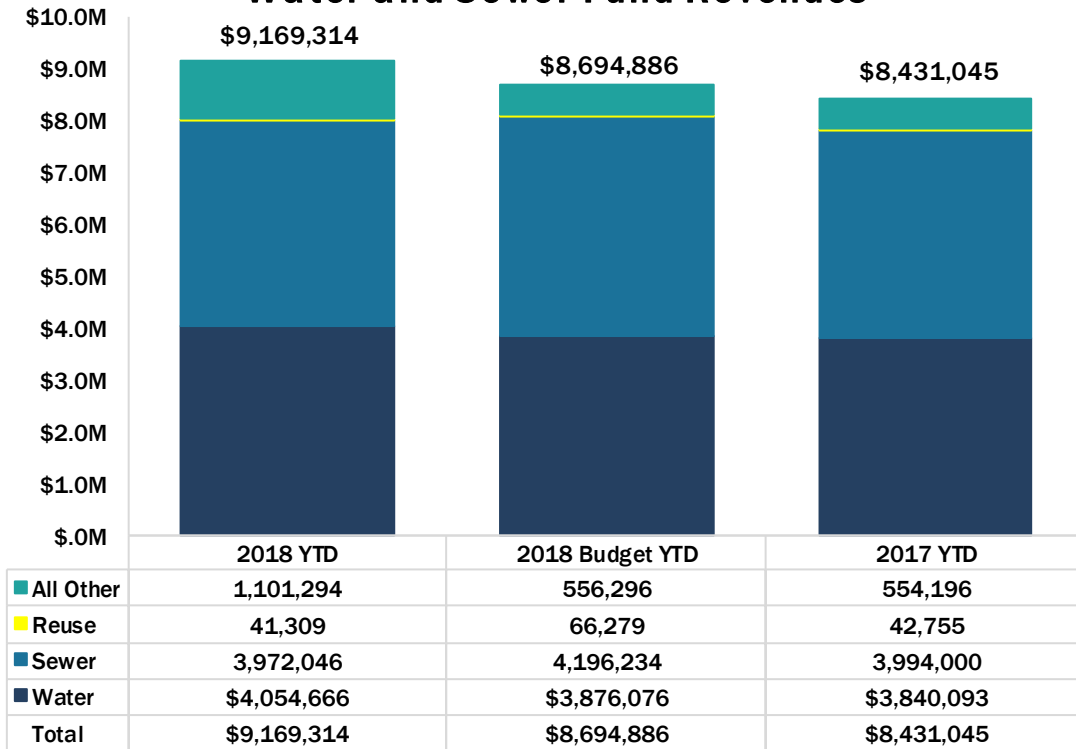
General Fund Revenues



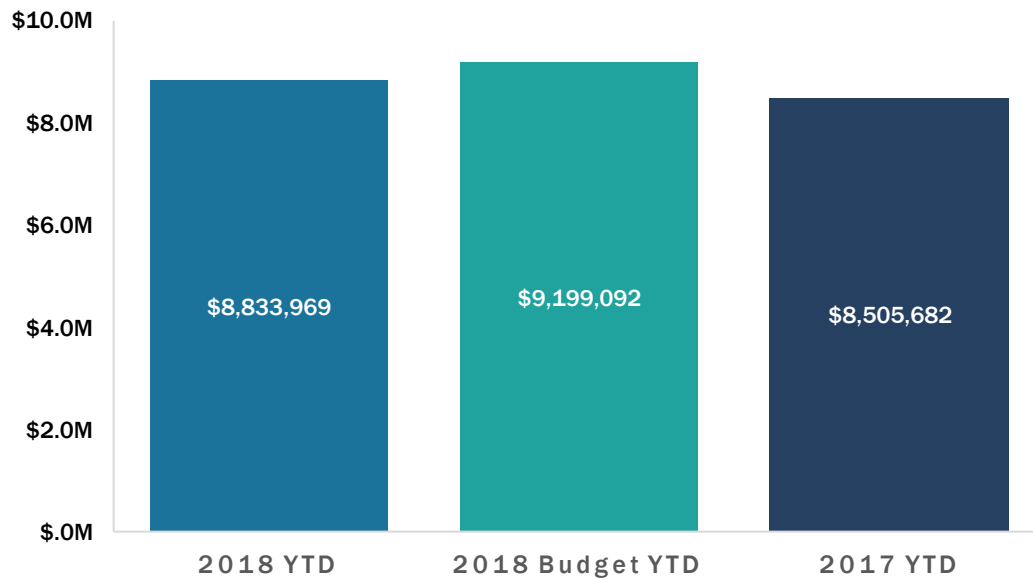
General Fund Expenditures



Water and Sewer Fund Revenues



Water and Sewer Fund Expenditures





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

SUBJECT: Professional Agreement for Tennis Professional By and Between the City of Kerrville, Texas, and Daniel A. Rubio

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/19/2018

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

EXHIBITS: Agreement

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	P - Parks/Open Space/River Corridor	
Guiding Principle	P8 - Provide recreational opportunities for people of all ages and abilities, both residents and tourists	
Action Item	N/A	

SUMMARY STATEMENT:

Attached is an agreement with Daniel A. Rubio for the Tennis Professional position at the H-E-B Tennis Center. As a reminder, the current Tennis Professional made the decision to phase out due to personal reasons. The City solicited a RFQ process for the Tennis Pro and selected Mr. Rubio based on his resume, accomplishments, and referrals. The current Pro served on the selection committee for the new Pro and highly recommended Mr. Rubio. This will be a three year agreement to commence in August 2018. It is similar to the previous Tennis Pro agreement with the exception of the stipend. Because the H-E-B Tennis Center will soon undergo improvements that will impact revenue, the City will provide a \$1,500 monthly stipend to Mr. Rubio during the duration of the project. The agreement will also allow the City Manager the ability to amend the agreement as necessary during the duration of the improvement project if unforeseen circumstances arise. Staff believes this is in the best interest of the City to maintain a quality Pro for the center.

Mr. Rubio is United States Professional Tennis Association (USPTA) certified and worked for North East Independent School District's Blossom Tennis Center for over 10 years. He also served the San Antonio community as the San Antonio Tennis Association's Junior Chairman and Junior Team Tennis Area League Coordinator, in addition to a USTA Texas Section Committee Member. His experience includes daily tennis operations, hiring of head pro's, training new staff, recruiting volunteer committee members, organizing and directing multiple levels of tournaments as well as providing

private lessons and clinics for seniors, adults, youth, and adaptive players, in addition to routine court maintenance, budgeting, promotions, and marketing of programs for all ages and abilities.

In 2015, Mr. Rubio was recognized by the United States Tennis Association as Junior Team Tennis Rookie Coordinator of the Year. Mr. Rubio has extensive knowledge of the tennis sport, and possesses a high level of competency in organizing and / or running USTA Junior Challengers, Champions, and Supers tournaments.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute an agreement between the City and Daniel Rubio.

**PROFESSIONAL AGREEMENT FOR TENNIS PROFESSIONAL BY AND BETWEEN
THE CITY OF KERRVILLE, TEXAS, AND DANIEL A. RUBIO**

THIS AGREEMENT is made between the **CITY OF KERRVILLE, TEXAS** ("City"), and **DANIEL A. RUBIO** ("Rubio"), for and in consideration of the following promises and conditions:

1. **Appointment as Tennis Professional**: During the term of this Agreement, Rubio agrees to provide personal and professional services to City as a tennis professional and with respect to other services specified below while in charge of the day-to-day operations of the H.E. BUTT MUNICIPAL TENNIS CENTER (801 Tennis Drive) ("Tennis Center") in Kerrville, Texas, which is owned by City. In performing under this Agreement, Rubio shall provide the following services and perform the following duties and obligations in a professional and workmanlike manner:
 - a. Rubio shall at all times during the term of this Agreement and at his own expense be and remain a member in good standing of the United States Professional Tennis Association, or successor organization. In addition, Rubio shall obtain and/or maintain, in his name and at his expense, any other licenses and certifications required in order for Rubio to provide the services described herein;
 - b. Rubio shall, at his own expense, maintain a fully stocked pro shop to include but not limited to men's, ladies', and children's goods and services along with equipment. The pro shop must be open for the taking of court reservations and the sale of sports merchandise, non-alcoholic beverages, and ice as determined by Rubio. Should Rubio decide to sell food, it must comply with all applicable food service regulations, including the City's;
 - c. Rubio shall at all times keep clean and maintain the courts, pro shop, and grounds immediately adjacent thereto, including providing the following:
 - (1) tents for tournaments;
 - (2) on-court water supply;
 - (3) on-court trash removal;
 - (4) water removal equipment;
 - (5) watering and maintenance of lawns and landscaping, within the area more specifically described and depicted in **Exhibit A**, at least once per week during the growing season and unless rainfall occurs, all of which must be conducted in accordance with the City's Water Management Plan (Ch., 110, Art. III, City Code) and applicable water conservation stage;

- (6) janitorial services, including trash removal, for the pavilion, pro shop, and restrooms; and
 - (7) cleaning sidewalks and court aprons after lawn mowing.
- d. Rubio is not responsible for the following:
 - (1) payment for monthly utilities, but limited to electricity, water, trash collection, and basic telephone service, and not including cable/satellite television or internet;
 - (2) repairs of fences, gates, and bleacher seats;
 - (3) net replacement;
 - (4) repairs or replacements of windscreens;
 - (4) building maintenance, including plumbing, mechanical (HVAC), and electrical systems;
 - (5) signage; and
 - (6) capital improvements, as that term is defined and used by the City.
- e. Rubio may employ, at his sole cost, additional staff necessary to sufficiently perform his obligations pursuant to this Agreement. Prior to any such employment, Rubio shall provide notice to City of the prospective employee's name and identifying information so that City may perform, or have performed, a background investigation. Rubio shall have each prospective employee complete a form provided by City which will require the prospective employee to provide certain information and agree to the terms of this Agreement, a copy of which form is attached hereto as **Exhibit B**.

2. Revenues, Sales and Use Tax Return, Stipend:

- a. Rubio shall receive all gross revenues pursuant to his operation of the Tennis Center and related to the services provided.
- b. Rubio shall collect and remit all applicable state and local sales taxes it collects to the State of Texas. Rubio shall thereafter send a copy of the sale and use tax return that it submits to the state within ten (10) days of its submission to the City.
- c. Rubio shall provide monthly written reports to the City for player counts (*i.e.*, traffic summary) that includes daily play, member play, junior play, tournament play, number of lessons and/or clinics, and the number of participants in each. The reports shall be broken down by day, week, month, and year. Reports are due to the City's Assistant Director of Parks and Recreation within ten (10) days of the end of each month.

- d. Rubio shall charge fees with respect to the public's use of the Tennis Center in accordance with the City's Fee Schedule, as adopted from time to time. Where such fees change, the City will provide Rubio with a written copy.
 - e. City shall pay Rubio \$1500.00 monthly through September 2019 to compensate Rubio during the planned construction project at the Tennis Center and the impact this will have on use.
 - f. In the event City Council fails to appropriate for any of its fiscal years during the term of this Agreement current funds to pay the obligation of the City pursuant to Subsection 2.e., above, this Agreement shall terminate at midnight on September 30 of the fiscal year prior to the fiscal year for which funds are not appropriated. City agrees to use reasonable efforts to inform Rubio not later than September 1 of each year of this Agreement if City anticipates that funds for this Agreement will not be appropriated.
3. **Term:** This Agreement shall be for a term commencing on August 6, 2018, and ending September 30, 2021, unless terminated earlier as provided herein. In addition, this Agreement is subject to an extension of the term in accordance with Section 10, below.
4. **INDEMNITY: RUBIO, AND HIS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS, IF ANY, AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF RUBIO OR ANY OF HIS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH RUBIO'S SERVICES OR OPERATIONS PURSUANT TO THIS AGREEMENT.**
5. **Insurance:**
- a. Rubio shall carry Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence of \$1,000,000 combined single limit. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the City. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Rubio shall maintain coverage for the duration of this Agreement.

- b. If insurance policies are not written for amounts specified in Subsection a., above, Rubio shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.
 - c. Rubio shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.
 - d. Rubio shall provide that all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.
 - e. Rubio shall not commence work under this Agreement until he has obtained all required insurance and until such insurance has been reviewed and accepted by the City.
 - f. Rubio shall produce an endorsement to each affected policy that contains the following:
 - (1) That names City as additional insured with right of subrogation against City waived;
 - (2) That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.
 - g. Rubio shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.
6. **Independent Contractor:** Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership or other arrangement or relationship between City and Rubio and any of his assistants, employees, or agents. Rubio and his assistants, employees, or agents shall at all times be an independent contractor and shall maintain full control over the means of conducting the business operations permitted hereby, provided such means are consistent with the provisions of this Agreement. Neither Rubio nor any of Rubio's assistants, employees, or agents shall have the right to obligate the City in any manner whatsoever. At no time shall Rubio or any of Rubio's assistants, employees, or agents be entitled to any benefits provided or available to City's employees.
7. **Rules, Regulations, and Fees:** City retains the right to establish the rules and regulations for the use and operation of the Tennis Center, including, the establishment of court rental fees. Rubio may determine the hours of operation, subject to written approval by the City Manager. Rubio shall ensure that two courts remain open for public play at all times during tournaments unless otherwise permitted in writing by City.

8. **Financial Records**: Rubio shall maintain at the Tennis Center accurate financial records of the revenues and expenses related to the operation of the Tennis Center. City shall have the right to inspect and copy all such financial records during reasonable business hours, with or without notice.
9. **No Assignment**: This Agreement is for unique personal services which may not be assigned by Rubio, in whole or in part, with any attempt at such assignment being void.
10. **Extension of Term**: City and Rubio may agree to extend this Agreement; however, this provision does not constitute a guarantee that an extension of this Agreement will in fact be executed and any such extension is subject to current funding being approved by the City Council for the fiscal year commencing October 1, 2018, and all fiscal years thereafter. In addition, this Agreement may extend on a month-to-month basis upon agreement of the parties and subject to termination as provided by Section 11, below.
11. **Early Termination**: City or Rubio may, at each's sole option, terminate this Agreement at any time upon thirty (30) days written notice to the nonterminating party.
12. **Notices**: Rubio shall send all notices required under this Agreement to the City Manager at City Hall, 701 Main Street, Kerrville, TX 78028. Rubio agrees that only the City Manager, or designee, has the authority to represent City or bind City under this Agreement. City shall send all notices required under this Agreement to the Rubio at:
- Daniel A. Rubio
33 Sulfur Canyon
San Antonio, Texas 78247
(210) 421-0108
Danielrubio1987@yahoo.com
13. **Interruption of Business**: City shall not be liable or responsible to Rubio in any manner for any interruption, or adverse impact on, Rubio's business as a result of casualty, flooding, acts of God, utility failures, or any other occurrence. City agrees to exercise reasonable efforts to restore access to and the use of the Tennis Center, but City shall not be responsible for failure to restore access or use within any particular period of time.
14. **Breach of Agreement**: In the event of default by Rubio in the performance of his obligations hereunder, and Rubio's failure to cure such default within fifteen (15) days after receipt of written notice from City, City, at his option and without prejudice to any other remedy, may immediately terminate this Agreement.
15. **Entire Agreement**: This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter. This Agreement may not be amended, discharged, or extended, except by written instrument executed by the Parties.

16. Choice of Law; Venue: This Agreement shall be governed by the laws of the State of Texas and shall be performed entirely within Kerr County, Texas.

SIGNED AND AGREED on the dates indicated below.

CITY OF KERRVILLE, TEXAS

DANIEL A. RUBIO

Mark McDaniel, City Manager

Daniel A. Rubio, Tennis Pro

Date

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

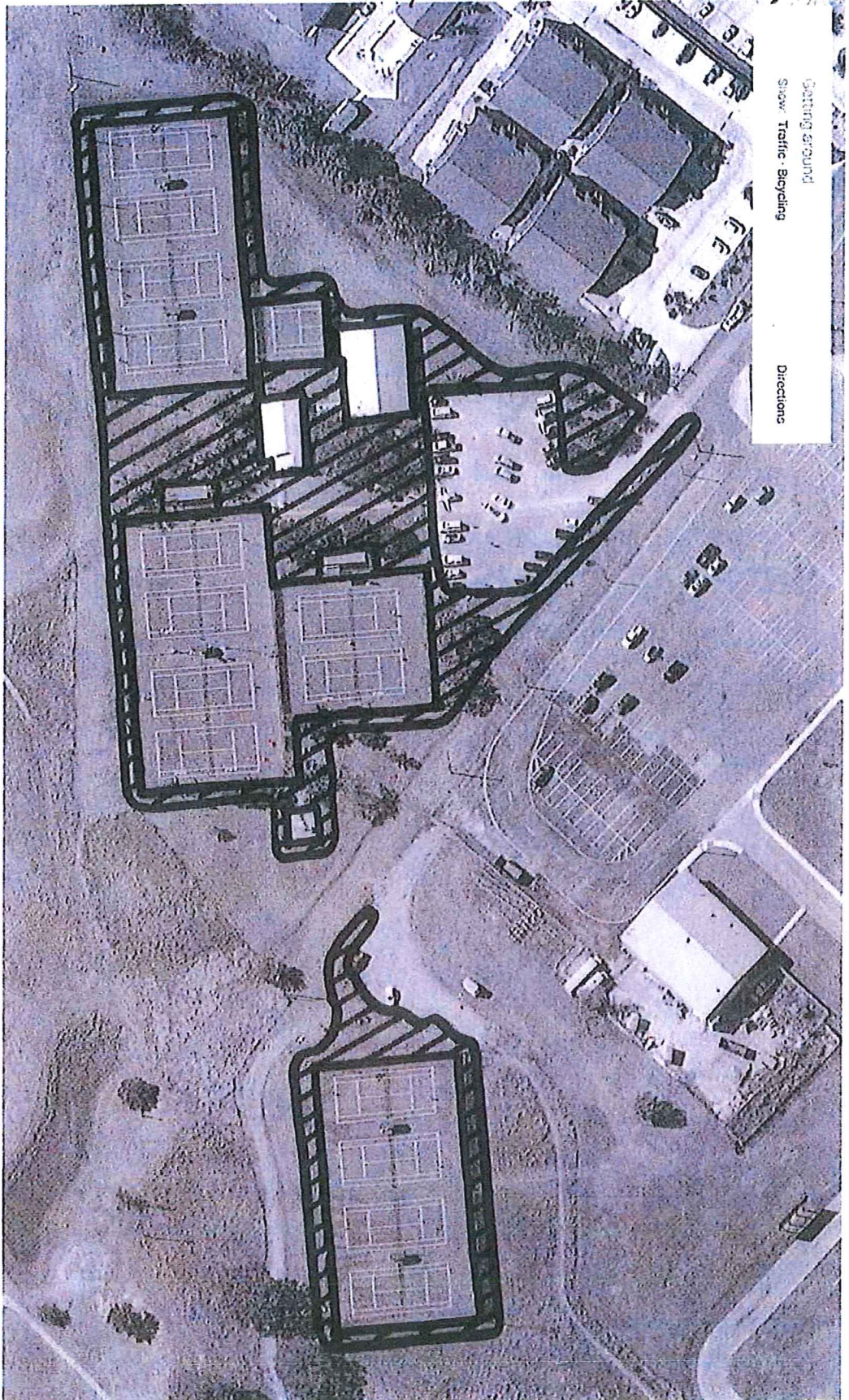
Attachment A



grounds maintenance
responsibility

Getting around
Snow Traffic Bicycling

Directions



<https://www.google.com/maps/@30.0580493,-99.1246576,240m/data=!3m1!1e3>

Volunteer Background Consent Authorization

1. In connection with my application to volunteer, I understand that a consumer report or an investigative consumer report will be requested. I understand that as directed by City of Kerrville policy and consistent with the job described, you may be requesting information from public and private sources about my: workers' compensation injuries, driving record, court records, education, credential, credit, and references.
2. Medical and workers' compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws. According to the Fair Credit Reporting Act, I am entitled to know if my request to be a volunteer is denied because of information obtained from a consumer reporting agency. If so, I will be notified and given the name and address of the agency or the source which provided the information.
3. I acknowledge that a fax or photographic copy shall be as valid as the original. This release is valid for most federal, state, and county agencies.
4. I hereby authorize, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference or insurance company contacted by the City of Kerrville or its agent, to furnish the information described above.

Employee Information			
<i>(please print clearly and complete all required information)</i>			
Legal Last Name	Legal First Name	Social Security Number	Date of Birth
Maiden or Other Names Used		Driver's License Number/State	CDL? <input type="checkbox"/> Yes <input type="checkbox"/> No
Current Home Address		Name as it Appears on License	
City	State	Zip	County
Other cities and states lived in during the past seven (7) years:			
City	State	County	When?
City	State	County	When?
City	State	County	When?
City	State	County	When?
City	State	County	When?
City	State	County	When?

The above information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. Information obtained via your application and any other information that you submit as part of the process will also be utilized. It is confidential and will not be used for any other purposes other than to potentially engage me as a volunteer.

I hereby release the City of Kerrville, its agents and all persons, agencies, and entities providing information or reports about me from any and all liability arising out of the requests for or release of any of the above mentioned information or reports.

Volunteer Signature	Date Signed
----------------------------	--------------------



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

SUBJECT: Non-Exclusive License Agreement between the City of Kerrville and Camp Gladiator for Group Exercise within Louise Hays Park.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/19/2018

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

EXHIBITS: Agreement

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	P - Parks/Open Space/River Corridor	
Guiding Principle	P8 - Provide recreational opportunities for people of all ages and abilities, both residents and tourists	
Action Item	N/A	

SUMMARY STATEMENT:

Attached is a non-exclusive license agreement with Camp Gladiator for providing programming services in Louise Hays Park. Camp Gladiator will host fee based fitness and boot camp classes in the park. The City will collect 10% of the fees which is consistent with the department's recent programming and concessionaire agreements. Public-private relationships such as this are valuable because they allow the Parks and Recreation Department the ability to provide additional recreational and healthy opportunities to our community.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute an agreement between the City and Camp Gladiator.

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
CITY OF KERRVILLE AND CAMP GLADIATOR
FOR GROUP EXERCISE WITHIN LOUISE HAYS PARK**

This Non-Exclusive License Agreement ("License") is made and entered into by and between the **CITY OF KERRVILLE, TEXAS** ("City"), and **CG NATION, LLC**, a Texas Limited Liability Company ("Camp Gladiator"), as follows:

1. **Grant of Non-Exclusive License.** In consideration of and subject to the terms, provisions, and covenants herein contained, City hereby grants to Camp Gladiator a license to use Louise Hays Park, in the City of Kerrville, Kerr County, Texas ("Licensed Premises") for Camp Gladiator's group exercise, as follows: Classes will be held Monday through Friday, 4:30 AM - 11:00 AM and 4:30 PM - 8:30 PM, during the term of this License. Camp Gladiator shall inform City of its more specific class schedule once classes are determined and more specific areas within the Licensed Premises that it will utilize. In addition, Camp Gladiator shall notify City of any changes to this schedule or areas of use.

2. **Term.** The term of this License shall begin upon execution of this License and end September 30, 2019.

3. **Extensions.** Not later than thirty (30) days prior to the termination date of this License, Camp Gladiator shall notify the City whether it requests renewal of this License. Where such renewal notice is given, this License will renew for a successive one-year period. If notification of renewal is not received by the City, this License shall expire and terminate, as provided herein.

4. **Termination Election.** City and Camp Gladiator each shall have the right, either with or without cause and at any time, to terminate this License upon not less than sixty (60) days prior written notice to the other party. Upon such termination, City and Camp Gladiator shall be relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

5. **Use.** Camp Gladiator's use of the Licensed Premises shall comply with the following:

- a. Camp Gladiator shall use the Licensed Premises for outdoor group fitness and for no other purpose;
- b. Camp Gladiator shall ensure that all attendees sign participation waivers and releases of liability, which will be retained by Camp Gladiator;
- c. prior to each daily use, Camp Gladiator shall inspect the areas within the Licensed Premises that it intends to use to ensure that it is safe for the intended use;
- d. Camp Gladiator shall provide or require that its trainers, other agents, and participants use all appropriate safety equipment;

- e. Camp Gladiator shall ensure that all persons and activities are adequately supervised by a trained adult at all times during use;
- f. Camp Gladiator shall maintain the areas within the Licensed Premises that it uses in a neat and orderly condition and remove any trash generated by its use; and
- g. Camp Gladiator shall not install, place, or use any signage without the prior written consent of the City. City's consent shall be subject to the City's sign regulations and its policies.

6. **Other Uses.** Licensee acknowledges that City may periodically authorize other uses within the Licensed Premises, to include special events or activities, which may impact Camp Gladiator's use, to include modification of the areas Camp Gladiator uses within the Licensed Premises and even requiring Camp Gladiator not to be able to use the Licensed Premises during an event or activity.

7. **No Warranties; Interruption of Business.** City makes no warranty or representation concerning the condition of the Licensed Premises or its suitability for any use. The Licensed Premises are accepted "AS IS". In addition, City shall not be liable or responsible to Camp Gladiator in any manner for any interruption, or adverse impact on, Camp Gladiator's business as a result of casualty, flooding, acts of God, utility failure, or other occurrence.

8. **Insurance.** Camp Gladiator shall purchase and maintain a commercial general liability insurance policy from an insurance company licensed to do business in the State of Texas. The City of Kerrville Risk Manager must approve the policy prior to Camp Gladiator's use of the Licensed Premises. The policy shall be in the amount of \$500,000.00 per person and \$2,000,000.00 per occurrence and shall cover the Licensed Premises for the duration of Camp Gladiator's use of the Licensed Premises. Upon execution of this License, Camp Gladiator shall provide the City Manager or designee with a copy of the insurance policies required hereby, showing premium prepaid for the each term year. In the event of failure by Camp Gladiator to keep such insurance in effect, the License shall terminate without notice from City to Camp Gladiator. The public liability and casualty insurance policies shall name City as an "additional insured". All policies shall include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that the City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. Camp Gladiator shall provide renewal certificates to the City at least ten (10) days prior to expiration date. Policies shall be in effect for the entire term of this License and any renewals.

9. **Alterations and Improvements.** Camp Gladiator shall not make any alterations, additions, or improvements to the Licensed Premises, which includes the placement of bleachers and benches, without the prior written approval of the City Manager or designee.

10. **Access.** City shall maintain its access to and use of the Licensed Premises at all times for any purpose.

11. **Unsafe Conditions.** The City may restrict access to the Licensed Premises for health or safety reasons at any time and without notice to Camp Gladiator. An example of such an event is inclement weather, flooding, or potential flooding. Where the City determines that access to the Licensed Premises should be restricted, it shall endeavor to notify Camp Gladiator. However, Camp Gladiator should be aware of the posting of signs and barricades at the entrances to the Licensed Premises. Camp Gladiator shall also remain alert as to changing weather conditions that may impact the safety of its participants and use.

12. **Termination for Safety Violation or Unlawful Use.** Camp Gladiator shall not use or occupy nor permit the Licensed Premises or any part thereof to be used or occupied for any unlawful purpose, or for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Camp Gladiator shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having any jurisdiction thereof relating to the use, condition, or occupancy of the Licensed Premises. Notwithstanding any other provision of this License, any violation of this provision, or a gross violation of any safety-related provision herein, shall entitle the City to terminate this License immediately.

13. **Waiver.** Camp Gladiator shall require each participant to sign a Waiver of Liability, attached hereto and made part of this License as **Exhibit A**, prior to use of Licensed Premises.

14. **INDEMNIFICATION.** **CAMP GLADIATOR AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION) IN ANY MANNER ARISING OUT OF OR RESULTING FROM CAMP GLADIATOR'S USE OF THE LICENSED PREMISES, INCLUDING BUT NOT LIMITED TO ANY AND ALL LIABILITY, LOSS, COST AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY CAMP GLADIATOR'S INSTRUCTORS, AGENTS, PARTICIPANTS, AND VOLUNTEERS.**

15. **Assignment or Sublicense.** Camp Gladiator shall not assign or sublicense the Licensed Premises or any of its rights hereunder, in whole or in part, without the express prior written consent of the City Manager or designee.

16. **Casualty.** In the event of property damage caused by Camp Gladiator or its instructors, agents, participants, or volunteers, Camp Gladiator shall immediately notify the City of the specifics of such occurrence and thereafter, restore all damaged improvements within thirty (30) days.

17. **No Other Relationship.** This License constitutes the entire agreement between City and Camp Gladiator. Nothing contained herein shall be construed to create any

principal/agent, employer/employee, joint venture, partnership, or other arrangement between City and Camp Gladiator.

18. Default. If either party hereto shall fail to perform any obligation of such party as herein set forth, and such failure shall continue for a period of (10) days after written notice of default, except for Camp Gladiator's insurance obligations above provided, for which no notice or opportunity to cure shall be given, or for safety-related reasons, the party not in default shall have the right, at such party's option, and in addition to any other remedies available at law or in equity, to terminate this License by notice to the party in default. The failure of either party to declare any default immediately upon the occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but such party shall have the right to declare any such default at any time and take such action as might be authorized hereunder or that may be available at laws or in equity.

19. Notice. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties hereto at their respective addresses as set forth below or at such other address as they have heretofore specified by written notice delivered in accordance with the terms hereof:

CITY:	City of Kerrville, Texas Attention: City Manager 701 Main Street Kerrville, Texas 78028
CAMP GLADIATOR:	CG NATION, LLC dba Camp Gladiator 9185 Research Blvd. Austin, Texas 78758

20. Fees/Payments. Camp Gladiator shall pay City 5% of total revenue generated from classes held on the License Premises. Payment shall be made by the tenth day of each month, during the term of this License.

21. Accounting and Records. Camp Gladiator shall close its books by the last day of each month. Licensee's books, including income, sales, and other tax returns and reports, shall be subject to City's inspection at all reasonable times and for twelve months following the termination of this License. All records shall be maintained for not less than one (1) year following termination of this License.

22. Warrant of Capacity. Each individual and entity executing this License hereby represents and warrants that he, she, or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this License to the terms hereof.

23. Approval Authority. In this License, wherever an act requires approval by or consent of the City, such approval or consent may be obtained from the City Manager, or designee.

24. Governing Law and Enforcement. This License shall be governed by the laws of the State of Texas and shall be performable in Kerr County. Venue for any dispute arising between the parties to this License shall be in Kerr County, Texas

SIGNED and agreed by the authorized representatives of City and Camp Gladiator on the dates indicated below.

CITY OF KERRVILLE, TEXAS

CG NATION, LLC dba Camp Gladiator

By: _____
Mark L. McDaniel, City Manager

By: _____

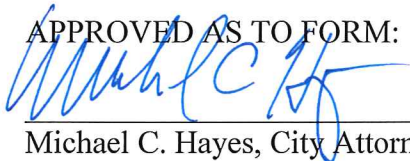
Date: _____

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

EXHIBIT A
PARTICIPANT'S WAIVER OF LIABILITY
CG Nation, LLC DBA Camp Gladiator

I agree that in consideration of my participation in CG Nation, LLC DBA Camp Gladiator, to assume all risks associated with my participation in the CG NATION, LLC DBA CAMP GLADIATOR, and on behalf of myself and my heirs, executors, and administrators, I wave all claims against, and release and hold harmless, CG NATION, LLC DBA CAMP GLADIATOR, the City of Kerrville, and their officers, agents, and employees from and against any and all claims, damages, liabilities, causes of actions, losses, costs and expenses, including reasonable attorney's fees, arising out of or in connection with my participation in the CG NATION, LLC DBA CAMP GLADIATOR, including without limitation, death, any personal injuries or loss of use of property, which I may incur as a result of my participation in the CG NATION, LLC DBA CAMP GLADIATOR, including any death, personal injuries or loss of, damage to or loss of property which may be the result of negligence on the part of CG NATION, LLC DBA CAMP GLADIATOR, the City of Kerrville, or their officers, employees, or agents, or arising from any premises defect on the property where CG NATION, LLC DBA CAMP GLADIATOR is conducted.

The City of Kerrville reserves the right, and may give permission to the media, to photograph classes, programs, and participants at any of our facilities and properties or any sponsored activity. Please be aware that these photos are for promotional purposes and may be used in future publications and media communications in any format. If you do not wish to be photographed, please inform staff and we will make reasonable efforts to honor your request. If you see staff taking pictures, and you do not wish to be photographed, please let us know. If you see a photo of yourself or a family member that causes you concern, please notify us. As a courtesy, we will make every reasonable effort to dispose of the image, and will not use it in future publications. However, we will not be able to retrieve, destroy or discontinue existing printed publications in which the photograph may have been included.

I warrant that I am of legal age and that I have read and fully understand the foregoing terms.

Signed this _____ day of _____, 201_____.

Participant Signature _____ (if participant is over 18)

Parent / Guardian Signature if participant is under 18 years of age _____

Parent / Guardian Name Printed _____

Participant Name (printed) _____ Date of Birth _____

Address _____

City / State / Zip _____



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

SUBJECT: Authorize execution of a professional services agreement with Freese and Nichols, Inc. for assistance with the Legion Lift Station loan application to the Texas Water Development Board Clean Water State Revolving Fund in the amount of \$59,050.00.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/16/2018

SUBMITTED BY: Kyle Burow

EXHIBITS: FNI_Scope of Services - Legion LS CWSRF Funding Assistance

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$59,050.00	\$290,713.20	\$750,000.00	71-7100-5600
			Project #: 71-17004

PAYMENT TO BE MADE TO: Freese and Nichols, Inc.

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

In April 2017, Freese and Nichols, Inc. (FNI) was hired to design a new subsurface lift station to replace the old Legion lift station. 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 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.

The City explored various funding options and is currently in the Texas Water Development Board (TWDB) debt-financing application process 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 entered into a funding agreement with the Economic Improvement Corporation (EIC) to provide additional funding support for the project.

This scope of work includes Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) loan application assistance from FNI for the Legion Lift Station Project. FNI will provide assistance with development of Engineering and Environmental sections of the project with the City's Financial Advisor having the main effort for coordination and submission of the Financial Assistance Application. The Project Information form was completed and expended effort is included in this contract. FNI will also be responsible for compiling the Engineering Feasibility Report (EFR) and Environmental Information Document (EID).

RECOMMENDED ACTION:

Authorize the City Manager to execute professional services agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE
AND FREESE AND NICHOLS, INC.**

ENGINEERING SCOPE OF SERVICES

PROJECT DESCRIPTION: This scope of work includes Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) loan application assistance for the Kerrville Legion Lift Station Project. Freese and Nichols, Inc. (FNI) will provide assistance with development of Engineering and Environmental sections of the project (Section D) with the City's Financial Advisor having the main effort for coordination and submission of the Financial Assistance Application. The Project Information form was completed and expended effort is included in this contract. FNI will also be responsible for compiling the Engineering Feasibility Report (EFR) and Environmental Information Document (EID).

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project.

- A. PROJECT MANAGEMENT AND ADMINISTRATIVE DUTIES: Upon execution of this AGREEMENT, FNI will provide the project management services for each phase as follows:

FNI shall coordinate internally and also with the CITY for successful project initiation, planning, execution, monitoring/controlling and closeout. FNI shall manage scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:

1. Consult with the CITY throughout the project to ensure the scope of services is met and verify the CITY'S requirements for the project are satisfactory.
2. Invoicing: FNI will prepare and submit invoices to the CITY and TWDB following TWDB Outlay procedures.
3. Quality Assurance / Quality Control: FNI will develop and implement a QA/QC plan for the work.

- B. MEETINGS: FNI will schedule the following meetings and prepare agendas and meeting minutes:

1. Conference Calls: Up to two (2) conference call meetings with CITY staff throughout the application phase. A conference call meeting is defined as a scheduled event with dedicated staff members engaged.
2. Pre-Application Meeting: Conduct Pre-Application Meeting with City, City's Financial Advisor, City's Bond Counsel, and TWDB.
3. Coordination Meeting: Attend up to one (1) additional meeting with City and TWDB to coordinate submission of application documents or discuss review comments.

FNI _____
CITY _____

C. FUNDING ASSISTANCE

1. TWDB Coordination: FNI will work with TWDB to ensure appropriate forms are provided and procedures are followed to secure funding.
2. TWDB Project Information Form (PIF): Coordinate with CITY, Financial Advisor, and Bond Counsel for submission of Project Information Form (PIF) for 2018 Clean Water State Revolving Fund (CWSRF) Non-Equivalency Program
3. TWDB CWSRF Construction Funding Application: Aid CITY in preparation and submission of funding application (Form TWDB-0148) for 2018 CWSRF Non-Equivalency Program. CITY and Financial Advisor will have primary responsibility for completion of overall funding application. FNI will complete Part D and as well as a general review of the other application sections. Submission of the funding application shall be electronic using TWDB's OLA website.
4. TWDB Engineering Feasibility Report (EFR): As part of the financial assistance application, FNI will modify the existing Legion Lift Station Technical Memorandum to the recommended TWDB format (TWDB-0556) to submit as an Engineering Feasibility Report (EFR) for the Project.
5. TWDB Environmental Information Document (EID): Prepare an Environmental Information Document (EID) as required by the TWDB CWSRF (31 TAC §375, Subchapter E). The EID will be a stand-alone, self-contained document describing the project in sufficient detail to allow for resource agency review without reference to an engineering study or other documents. The EID format will follow the guidelines provided by the TWDB (form TWDB-0801). The following services will be completed for the EID
 - a. Conduct Site Visit. ENGINEER will conduct one site visit to make observations in the project area necessary to describe the existing environmental conditions and assess project impacts. Prior to conducting a site visit, ENGINEER will compile readily available information and prepare maps of the proposed project area. The presence and locations of waters of the U.S. (such as streams, ponds, or wetlands), potential threatened/endangered species habitat, and visible areas of potential hazardous materials contamination will be identified.
 - b. Environmental Risk Database Review. ENGINEER will review environmental risk database reports to assess the potential for hazardous materials contamination on any property being acquired or constructed upon as part of the project. ENGINEER will summarize the results of the database review in a technical memorandum and the results will be incorporated into the final EID.
 - c. Agency Coordination. ENGINEER will submit coordination/notification letters and the draft EID to appropriate agencies, as required, including U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service, Texas Commission on Environmental Quality, Texas Parks and Wildlife Department, local managers of the Federal Flood Insurance Program, the local council of government, and other regional agencies or local governments that may have jurisdiction. If preparation and submittal of a Pre-Construction Notification (PCN) or other Section 404 permit authorization from the USACE (e.g., Individual Permit) is required for the proposed project, then those services can be provided by ENGINEER as an additional service upon written authorization. Comments received from the agencies will be incorporated into the final EID.
 - d. Supplemental Coordination with Texas Historical Commission. Projects sponsored by a political subdivision of the State (including a city) that affect a cumulative area greater than

FNI _____
CITY _____

five acres or that disturb more than 5,000 cubic yards require consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. As such, the City coordinated with the THC and the THC responded on September 1, 2017 that additional surveys or coordination is not needed. If supplemental coordination is required due to changes in the project footprint, the ENGINEER will re-coordinate with the THC with a submittal of revised project information. If archaeological or historical surveys are required by the THC, a Professional Archeologist will be sub-contracted to perform the surveys as an additional service upon CITY's written authorization. Results of required archaeological or historical surveys and coordination with the THC will be summarized in the EID.

- e. Preparation of Draft and Final EID. ENGINEER will prepare a draft EID following appropriate TWDB guidelines. The draft EID will be submitted to CITY for review and comment. ENGINEER will incorporate CITY'S comments into the draft EID and submit the revised draft EID to the CITY to be made available for public review prior to the TWDB required public meeting. After the public meeting and agency coordination, the EID will be finalized by incorporating required changes or comments received into the final document. The Final EID will be submitted to the TWDB for approval.
- f. Public Meeting. FNI will assist the City with holding one (1) Public Meeting by preparing a public notice for the City to submit to local newspaper(s), participating in the public meeting, and summarizing the results of the meeting into the EID. City will be responsible for having the public notice published and all costs associated with the publication and for providing verbatim transcript services, if required.

D. DELIVERABLES: FNI will provide copies to the CITY as required. For each submittal, furnish copies as shown:

- a. Engineering Feasibility Report (EFR) – One (1) electronic and (1) hard copy to TWDB
- b. Environmental Information Document (EID)
 - i. Draft – Two (2) hard copies to CITY
 - ii. Final – One (1) hard copy to CITY

FNI _____
CITY _____

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above described basic services and special services, are described as follows:

- A. Assisting City with DBE or other requirements specific to the CWSRF Equivalency Program
- B. Presentations to City Council
- C. Preparation of loans or grants for programs other than CWSRF Non-Equivalency.
- D. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AMENDMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AMENDMENT.
- E. Meetings in excess of the number of trips included in Article I.
- F. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- G. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services AMENDMENT.
- I. Preparation of a Pre-Construction Notification or an Individual Section 404 permit application for submittal to the USACE
- J. Preparation of a Preliminary Jurisdictional Determination (PJD) Report
- K. Presence/absence surveys for federally listed threatened/endangered species
- L. Application for Texas Parks & Wildlife Department Sand and Gravel Permit
- M. Application for General Land Office Easement
- N. Conducting cultural resources studies or surveys
- O. Re-coordination with reviewing agencies due to changes to the proposed project footprint
- P. Phase I Environmental Site Assessment
- Q. Monitoring for compliance with permit conditions
- R. Expert representation at legal proceedings or at contested hearings
- S. Additional field investigations or analysis required to respond to public or regulatory agency comments, including additional data requests, schematics or drawings of project features
- T. Other services not specifically described under BASIC SERVICES of this scope

FNI _____
CITY _____

PROJECT SCHEDULE

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AMENDMENT and agrees to complete the services in accordance with the following schedule:

Activity #	Activity (in chronological order – beginning after NTP)	Completion Time
1	Submit PIF	3/16/18
2	Complete Section D of Financial Assistance Application	4/6/18
3	Draft Environmental Information Document (EID)	5/15/18

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CITY or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AMENDMENT and in Attachment B.

COMPENSATION

COMPENSATION: Compensation to FNI for the Basic Services shall be the lump sum amount of \$25,000. If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify OWNER for OWNER'S approval before proceeding.

A breakdown of major task items and their associated costs are as follows:

TASK	COST
PIF and Application Assistance	\$12,523
Environmental Information Document (EID)	\$46,527
Total Basic Services Fee	\$59,050

FNI _____
CITY _____



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

SUBJECT: Lease with PNC Equipment Finance for equipment and maintenance lease for the Scott Schreiner Golf Course.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/20/2018

SUBMITTED BY: Scott McDonough

EXHIBITS: None

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$157,385.52	\$157,385.52	\$4,371.82	14-1401-3410

PAYMENT TO BE MADE TO: PNC Equipment Finance

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

In Fiscal Year 2014 the staff evaluated the equipment condition and overall age, it was decided that eliminating the position combined with savings on capital expenditures and parts would create enough funding to replace the aging golf equipment with a new fleet of golf equipment that would not require a certified mechanic on staff.

Staff presented the suggestion to Council at the budget workshop at that time, then pursued options on replacing existing inventory. Toro Golf Equipment was chosen.

We have been very happy with the performance and durability of the equipment over the past four years. After looking into a new lease, we realized the equipment prices have risen on some pieces by 15%. After evaluating the condition of the equipment, we were able to negotiate a 36 month lease agreement, to keep the existing equipment, and 5 additional pieces without a change in the current monthly payment. This will allow the City of Kerrville to roll current inventory, with 5 additional pieces, into a new 36 month municipal lease of Toro Golf Course Equipment. This will replace the current 48 month lease.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute a Lease Agreement.



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

SUBJECT: Public Hearing for Legion Wastewater Lift Station Environmental Information Document (EID) as part of the Texas Water Development Board Funding Application.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/18/2018

SUBMITTED BY: E.A. Hoppe
Deputy City Manager

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

As part of the environmental review for the Legion Wastewater Lift Station Project, TWDB requires the City to host a public meeting to discuss the Environmental Information Document (EID), which has been posted at City Hall for public viewing.

RECOMMENDED ACTION:

Conduct a Public Hearing.



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

SUBJECT: Ordinance No. 2018-14 deleting Chapter 98 "Telecommunications," of the Code of Ordinances in the City of Kerrville, Texas; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.

AGENDA DATE OF: 7/24/2018 **DATE SUBMITTED:** 7/13/2018

SUBMITTED BY: Mike Hayes, City Attorney

EXHIBITS: Ordinance 2018-14

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

Until 2005, a cable company that wanted to serve customers within a Texas city did so by obtaining a local franchise agreement from that city. In 2005, the Texas Legislature, at the request of cable companies, adopted Chapter 66 of the Texas Utilities Code. Those companies wanted the local franchise system reformed so that they would not have to obtain hundreds of local franchises. This new Chapter 66 created a state-issued cable and video franchise to be administered by the Texas Public Utility Commission (PUC). At some point, the local cable provider received a state-issued franchise and its franchise with the city terminated. The local cable provider continues to operate under the state-issued franchise. Based upon this change in law, the city may no longer require a local franchise for cable and video services. Thus, Chapter 98 of the City's Code of Ordinances, which required a local franchise, may be deleted.

Ordinance No. 2018-14 merely "cleans up" City Code by deleting Chapter 98. Even though the City may no longer require a cable provider to obtain a local franchise to use its streets and rights-of-way, state law requires the provider to pay the City a franchise fee equal to 5% of its gross revenues, which the local provider continues to do. Chapter 98 may be accessed via the City's Code publisher (https://library.municode.com/tx/kerrville/codes/codeofordinances?nodeId=PTIICOORC_H98TE).

RECOMMENDED ACTION:

Adoption of Ordinance No. 2018-14 on first reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-14**

**AN ORDINANCE DELETING CHAPTER 98,
"TELECOMMUNICATIONS," OF THE CODE OF
ORDINANCES OF THE CITY OF KERRVILLE,
TEXAS; CONTAINING A CUMULATIVE CLAUSE;
CONTAINING A SAVINGS AND SEVERABILITY
CLAUSE; AND PROVIDING OTHER MATTERS
RELATING TO THIS SUBJECT**

WHEREAS, for many years, Texas cities exercised regulatory authority over companies that provided cable television services to residents; and

WHEREAS, as technology evolved so did the provision of cable service such that cable companies became telecommunications providers by offering internet and other informational related services; and

WHEREAS, based upon changing technology, both federal and state governments reduced or even eliminated the authority of cities to regulate cable companies and other telecommunication providers; and

WHEREAS, the revised regulations removed the authority of cities to review or regulate the rates or fees charged by such providers; and

WHEREAS, the Federal Communications Commission (FCC) regulates cable services and has established customer service standards; and

WHEREAS, similarly, the City may no longer require a cable provider to obtain a franchise to use its streets and rights-of-way as cable and video franchises are now issued by the state; and

WHEREAS, under State law, a cable provider must pay the City a franchise fee equal to 5% of its gross revenues; and

WHEREAS, the City may enforce reasonable, competitively neutral, and nondiscriminatory police power regulations to protect the health, safety, and welfare of the public and require the cable provider to register with the City, provide a point of contact, and obtain construction permits for use of City property; and

WHEREAS, based upon both federal and state law, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to delete Chapter 94, "Telecommunications" from the Code of Ordinances of the City of Kerrville;

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

SECTION ONE. Chapter 94 "Telecommunications", of the Code of Ordinance of the City of Kerrville, Texas, is hereby deleted in its entirety.

SECTION TWO. 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 THREE. 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, including Ordinance No. 93-14, are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2018.

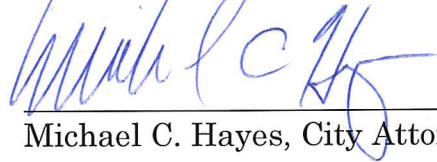
**PASSED AND APPROVED ON SECOND AND FINAL READING, this
the ____ day of _____, A.D., 2018.**

ATTEST:

Bill Blackburn, Mayor

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



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

SUBJECT: Resolution No. 27-2018 authorizing the transfer of funds from the City of Kerrville to the City of Kerrville Employee Benefit Trust to pay for employee related benefits for Fiscal Year 2019.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 6/18/2018

SUBMITTED BY: Kimberly Meisner, Executive Director for General Operations

EXHIBITS: Resolution No. 27-2018

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

Due to action taken by the Trustees of the Employee Benefit Trust to approve the Fiscal Year 2019 employee benefit plans, Council will now need to consider approval of the resolution authorizing the transfer of funds from the City of Kerrville to the City of Kerrville Employee Benefit Trust to pay for the employee benefits for Fiscal Year 2019.

RECOMMENDED ACTION:

Adopt Resolution No. 27-2018, approving transfer of funds in an amount not to exceed \$6,500 per employee.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 27-2018**

**A RESOLUTION AUTHORIZING THE TRANSFER OF THE
OWNERSHIP OF FUNDS FROM THE CITY OF KERRVILLE TO THE
CITY OF KERRVILLE EMPLOYEE BENEFITS TRUST TO PAY FOR
EMPLOYEE RELATED GROUP BENEFITS FOR FISCAL YEAR 2019**

WHEREAS, in 2008, pursuant to Resolution 61-2008, City Council created an Employee Benefits Trust (the "Trust") for the administration of employee benefits pursuant to Chapter 222, Texas Insurance Code ("Chapter 222"); and

WHEREAS, Chapter 222, as amended, provides for the creation of single purpose, nonprofit trust established for the payment of premiums or revenues on group health, accident, injury, or life insurance benefits of employees of a municipality; and

WHEREAS, the creation of the Trust allows the City to provide the best possible insurance benefits to its employees at the most reasonable prices; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it in the public interest to transfer the ownership of the City's fund where gross premiums and revenue are maintained for the various City-offered employee group benefits, including health and dental insurance, life insurance, and disability benefits, to the Trust;

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

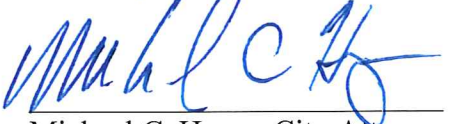
The City Council of the City of Kerrville, Texas, authorizes the transfer of the ownership of the City of Kerrville Internal Service Fund to the City of Kerrville Employee Benefits Trust for fiscal year 2019.

PASSED AND APPROVED ON this the ____ day of _____, A.D., 2018.

Bill Blackburn, Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Brenda G. Craig, City Secretary



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

SUBJECT: Resolution No. 30-2018 providing for the City's approval or disapproval of an amendment to the Kerr Central Appraisal District's 2017 fiscal year budget.

AGENDA DATE OF: 7/25/2018

DATE SUBMITTED: 7/18/2018

SUBMITTED BY: Amy Dozier, CFO

EXHIBITS: Letter from KCAD
2017 Budget Overage Allocation

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

The fiscal year 2017 KCAD budget audit report has determined a budget surplus of \$3,620.00; the City of Kerrville's portion of this surplus is \$489.66. KCAD is requesting an amendment to their Fiscal Year 2017 budget to allow KCAD to retain the Fiscal Year 2017 budget surplus funds for KCAD's building reserve fund, as detailed in the attached letter.

Taxing units must file resolutions with KCAD within 30 days after the date of notification, which is August 11, 2018. If a majority of the taxing entities served by the appraisal district pass resolutions disapproving the amendment, the amendment does not take effect and the surplus will be returned to the taxing units.

Resolution No. 30-2018 will be provided to the Council prior to the July 24 meeting. Said Resolution will either approve or disapprove the budget.

RECOMMENDED ACTION:

Approve Resolution No. 30-2018.

2017 Budget Overage

City of Ingram	0.005047	\$18.27
City of Kerrville	0.135264	\$489.66
Kerr Emerg. Dist. #1	0.001556	\$5.63
Kerr Emerg. Dist. #2	0.000544	\$1.97
Kerr County	0.246634	\$892.81
Lateral Roads	0.01758	\$63.64
Lake Ingram Estates Rd	0.000321	\$1.16
Center Point ISD	0.036932	\$133.69
Comfort ISD	0.025564	\$92.54
Divide ISD	0.006563	\$23.76
Harper ISD	0.005817	\$21.06
Hunt ISD	0.052001	\$188.24
Ingram ISD	0.077402	\$280.19
Kerrville ISD	0.369241	\$1,336.65
Medina ISD	0.001355	\$4.91
Upper Guadalupe River A.	0.01395	\$50.50
Headwaters Groundwater	0.004231	\$15.32
TOTALS	1%	\$3,620.00
2017 Overage	3620	



Kerr Central Appraisal District

212 Oak Hollow Dr ♦ P.O. Box 294387 ♦ Kerrville, Texas 78029
Phone (830) 895-5223

Date: July 12, 2018

Re: Kerr CAD 2017 Budget Surplus Amendment & 2017 Audit

To: Taxing Entities Served by Kerr CAD

From: Kerr CAD Board of Directors

Message: The 2017 Budget Audit Report conducted by Pressler, Thompson and Company CPAs shows a budget surplus of \$3,620. **A copy of the 2017 Audit is attached to this email. I can provide you with a paper copy if needed, please contact the Kerr CAD Office.** The Kerr CAD Board of Directors is requesting this amount to be applied to the Building Reserve Fund via budget amendment.

Voting taxing units may veto the amendment to the 2017 Budget to retain the surplus amount of **\$3,620**. The 2017 Budget allocation by taxing entity is attached so you may see your entity's allocated amount if this budget amendment is vetoed.

To veto, a majority of the voting taxing units must pass resolutions disapproving the amendment to the budget. These units must file resolutions with the appraisal district's board of director's secretary within 30 days after the date of notification. If a majority of the taxing entities veto, the amendment does not take effect. The board must then return the surplus amount to the taxing entities based on their prorated share as found in the attached allocation schedule.

Thank you for your consideration of this proposed Budget Amendment to the 2017 Kerr Central Appraisal District budget to retain the surplus funds.



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

SUBJECT: Resolution No. 28-2018 providing for the City's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2019 budget.

AGENDA DATE OF: 7/25/2018

DATE SUBMITTED: 7/18/2018

SUBMITTED BY: Amy Dozier, CFO

EXHIBITS: Resolution No. 28-2018
Kerr Central Appraisal District Adopted FY2019 Budget

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$141,614 in FY19	n/a – FY19 expenditure	\$141,614 in FY19 budget	01-0106-3113

PAYMENT TO BE MADE TO: [Click or tap here to enter text.](#)

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	Choose an item.	
Guiding Principle	Choose an item.	
Action Item	N/A	

SUMMARY STATEMENT:

The Kerr Central Appraisal District Board (KCAD) of Directors adopted their FY2019 budget on July 10, 2018. The adopted budget has been submitted to each of Kerr CAD's voting taxing units for approval or disapproval before August 9, 2018. The adopted FY2019 budget did not increase over FY2018. The total budget remains the same at \$1,070,914. The City of Kerrville's estimated allocation, based on the 2017 tax levy, is \$141,614 or 13.22%.

RECOMMENDED ACTION:

Staff recommends approval of Resolution No. 28-2018 that will approve the FY2019 Kerr Central Appraisal District budget.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 28-2018**

**A RESOLUTION PROVIDING FOR THE CITY'S APPROVAL OR
DISAPPROVAL OF THE KERR CENTRAL APPRAISAL DISTRICT'S
FISCAL YEAR 2019 BUDGET**

WHEREAS, the Kerr Central Appraisal District ("KCAD") has submitted its proposed fiscal year 2019 budget to the City Council for consideration; and

WHEREAS, pursuant to state law, City Council must consider KCAD's budget and in the event Council does not approve, it must indicate this action via a resolution; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to either approve or disapprove of said proposed budget as indicated below;

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

The Kerr Central Appraisal District's proposed fiscal year 2019 budget, as set forth in Exhibit A, is _____ (*APPROVED OR DISAPPROVED*).

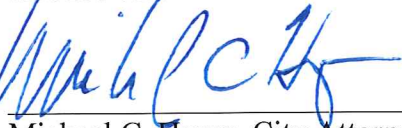
PASSED AND APPROVED ON this the _____ day of _____, A.D., 2018.

Bill Blackburn, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

2019 Adopted Budget
Kerr Central Appraisal District

P.O. Box 294387
212 Oak Hollow Dr
Kerrville, TX 78029
(830) 895-5223

BOARD MEMBERS

Carter Crain, Secretary
Patrick Freedle
Judy Eychner
Diane Bolin, CTAC

Sharon Constantinides, RPA, CCA
Chief Appraiser

Line	Item	2018	2019	\$ Diff	% Diff	% Total
5006	Salaries	\$558,475	\$552,679	-5796	-1.04%	49.68%
5010	Employer Portion of Ret	\$46,158	\$45,694	-464	-1.01%	4.11%
5012	Medicare Insurance	\$8,098	\$8,014	-84	-1.04%	0.72%
5015	Employee Medical Insur	\$126,720	\$122,472	-4248	-3.35%	11.01%
5016	TX Employment Comm.	\$2,484	\$2,484	0	0.00%	0.22%
5017	Disability Insurance	\$8,000	\$8,500	500	6.25%	0.76%
5030	Appraisal Review Board	\$12,500	\$12,500	0	0.00%	1.12%
5034	Vehicle Replace. Res.	\$8,000	\$8,000	0	0.00%	0.72%
5035	Travel, Mileage & Maint.	\$18,000	\$18,000	0	0.00%	1.62%
5040	Annual Audit	\$7,200	\$7,800	600	8.33%	0.70%
5045	Mapping Expense	\$19,000	\$18,103	-897	-4.72%	1.63%
5055	Debt Service-Building	\$51,024	\$58,128	7104	13.92%	5.23%
5070	Leased Equipment	\$6,250	\$6,250	0	0.00%	0.56%
5075	Telephone & Monitoring	\$3,000	\$4,800	1800	60.00%	0.43%
5080	Utilities	\$8,280	\$9,360	1080	13.04%	0.84%
5085	Facilities Maintance	\$9,484	\$11,844	2360	24.88%	1.06%
5090	Consultant - Appraisal	\$50,000	\$50,000	0	0.00%	4.49%
5100	Legal & Consultants	\$20,000	\$20,000	0	0.00%	1.80%
5102	Legal ARB	\$2,000	\$2,000	0	0.00%	0.18%
5105	Liab-Workers Comp-Blding-l	\$6,000	\$8,500	2500	41.67%	0.76%
5110	Taxpayer Assist & Ed	\$8,600	\$5,000	-3600	-41.86%	0.45%
5120	Schools/Employee Ed.	\$6,550	\$6,550	0	0.00%	0.59%
5130	Postage	\$15,000	\$15,000	0	0.00%	1.35%
5135	Printing	\$5,000	\$5,000	0	0.00%	0.45%
5136	Professional Dues	\$2,120	\$2,390	270	12.74%	0.21%
5140	Office Supplies	\$7,000	\$8,000	1000	14.29%	0.72%
5145	Furni., Fixture & Equip	\$7,000	\$6,000	-1000	-14.29%	0.54%
5150	Board of Directors	\$3,200	\$1,200	-2000	-62.50%	0.11%
5155	Equip. Maint & Reserve	\$1,500	\$1,500	0	0.00%	0.13%
5170	Building Reserve	\$7,000	\$2,500	-4500	-64.29%	0.22%
5180	Software Support	\$37,071	\$42,446	5375	14.50%	3.82%
5200	Banking Fees	\$200	\$200	0	0.00%	0.02%
TOTAL	TOTALS	\$1,070,914	\$1,070,914	0	0.00%	100.00%

5006 Salaries:

* Indicates Registered Professional Appraiser (RPA) designation through the Texas Department Of Licensing and Registration.

Positions	2018	COLA 2%	COLA +	Merit	2019 Tot	% Chge
Chief Appraiser*	\$82,530	\$1,651	\$84,181	\$ -	\$84,181	2%
Deputy Chief*	\$65,716	\$1,314	\$67,030	\$ -	\$67,030	2%
Appraisal Manager*	\$51,450	\$1,029	\$52,479	\$ -	\$52,479	2%
Operations Manager*	\$48,634	\$973	\$49,607	\$ -	\$49,607	2%
Senior Appraiser*	\$51,450	\$1,029	\$52,479	\$ -	\$52,479	2%
BPP Appraiser-I	\$31,070	\$621	\$31,691	\$ -	\$31,691	2%
Appraiser IV*	\$47,105	\$942	\$48,047	\$ -	\$48,047	2%
Appraiser II	\$36,165	\$723	\$36,888	\$ -	\$36,888	2%
Abstractor	\$30,570	\$611	\$31,181	\$ -	\$31,181	2%
GIS Mgr-Ag Appr*	\$57,824	\$1,156	\$58,980	\$ -	\$58,980	2%
Exemp Spec	\$36,878	\$738	\$37,616	\$ -	\$37,616	2%
Reserve 2018	\$19,083					
TOTALS	\$558,475	\$10,787	\$550,179	\$2,500	\$552,679	(1.04%)

Total Benefits:

Position	2019 Sal	Med Ins	Retire	Medicare	Unemp	Disabilit	Totals
Chief Appraiser	\$84,181	\$11,134	\$6,734	\$1,221	\$226	\$773	\$104,269
Deputy Chief	\$67,030	\$11,134	\$5,362	\$972	\$226	\$773	\$85,497
Appraisal Mgr	\$52,479	\$11,134	\$4,198	\$761	\$226	\$773	\$69,571
Operations Mgr	\$49,607	\$11,134	\$3,969	\$719	\$226	\$773	\$66,428
Sr. Appraiser	\$52,479	\$11,134	\$4,198	\$761	\$226	\$773	\$69,571
BPP Appraiser-I	\$31,691	\$11,134	\$2,535	\$460	\$226	\$773	\$46,819
Appraiser RPA	\$48,047	\$11,134	\$3,844	\$697	\$226	\$773	\$64,721
Appraiser II	\$36,888	\$11,134	\$2,951	\$535	\$226	\$773	\$52,507
Abstractor	\$31,181	\$11,134	\$2,494	\$452	\$226	\$773	\$46,260
GIS Mgr-Appr	\$58,980	\$11,134	\$4,718	\$855	\$226	\$773	\$76,686
Exemp Spec	\$37,616	\$11,134	\$3,009	\$545	\$226	\$773	\$53,303
Merit Alloc	\$2,500		\$200	\$36			\$2,736
Totals	\$552,679	\$122,472	\$44,214	\$8,014	\$2,484	\$8,500	\$738,363

5006 - Salaries:

It is in the best interest of taxpayers as well as the taxing entities for the district to retain well trained and educated employees. Hiring from other districts for appraisers with an RPA designation and employees with experience and training has heightened due to the Comptroller's MAPS Review. The C.O.L.A. used for 2019 is 2%. Also included is a \$2,500 merit that will be allocated among several appraisers as they continue their education advancing toward the RPA designation. It is vital that Kerr CAD remain competitive with other appraisal districts. There will be a total of 11 staff positions this year unchanged from last year.

The total salary line item for 2019 is **\$552,679** which is a 1.04% decrease over 2018. We are required by the Methods Assistance Program administered by the State of Texas Property Tax Assistance Division to display each employee's salary and benefits as well as the total salary and benefits for each employee. The total for salaries plus benefits is **\$745,383** a decrease of .41% over 2018.

5010 - Employers Retirement: KCAD has an independent employee retirement plan through Mass Mutual. All employees are required to participate in this plan. The Kerr CAD Board of Directors has elected to fund 8% of the employee's salary for their retirement plan. Employees also match an 8% contribution from their salary. Details as shown below:

Total Salaries	\$	552,679
KCAD Matching Percentage	\$	X 0.08
KCAD Contribution	\$	44,214
Administration Fee	\$	1,480
TOTAL	\$	45,694

5012 - Employer Medicare: KCAD is responsible for the Medicare tax on each of the employee's wages. This rate is equal to 1.45 percent of the first \$125,000 paid to each employee per year. Details of this item are as follows:

Total Salaries	\$ 552,679
Medicare Rate	x 0.0145
TOTAL	\$ 8,014

5015 - Employee Medical Insurance: Kerr CAD provides health insurance to its employees through the Texas Association of Counties. The carrier for Texas Association of Counties is Blue Cross / Blue Shield. The Texas Association of Counties has informed us the premiums for 2019 are actually lower than they were estimated for 2018 reducing this line item to \$122,472. Details of this estimated expenditure follow:

KCAD Contribution Per Month	\$ 927.82
Number of Employees	x 11
Total Monthly Contribution	\$ 10,206
Number of Months	x 12
TOTAL Estimate	\$122,472

5016 - Texas Employment Commission: KCAD is responsible for the payment of each employee's unemployment tax through the Texas Workforce Commission. This tax is a percentage of the first \$9,000 of the employee's quarterly salary. These rates change annually and are determined by how much the government employees group has withdrawn for unemployment benefits. This line item will remain at \$2,484.

5017 -Disability Insurance: The KCAD Board of Directors has elected to pay disability insurance in lieu of social security for KCAD employees. New employees will be under the same vesting requirements as other benefits. This line item will be is \$8,500.

5030 - Appraisal Review Board: KCAD is responsible for the Appraisal Review Board member's stipends. There are five members who serve on the ARB. This line item covers the ARB member's salary, travel, and training expenses and other expenses related to this board. The ARB is paid \$130 per full day and \$75 per half day. The line item for the ARB will remain at \$12,500.

5034 - Vehicle Replacement Reserve: The allocated amount for vehicle replacement will remain at \$8,000 for this year.

5035 - Travel and Mileage: The heaviest driving period for the CAD is the fall and winter months during our appraisal period. This line item also includes maintenance and tires. This item also includes other travel expense and also pertains to meals and hotel expense when employees are sent to school. This line item will remain at \$18,000.

5040 - Annual Audit: Section 6.063 of the Property Tax Code requires that the district have an annual audit by a Certified Public Accountant. The 2018 financial year audit will be conducted in 2019. The contract amount for the audit is \$7,800.

5045 - Mapping Expense: Kerr CAD along with Kerr County, Kerr 911 and KPUB cooperate in funding a GIS mapping system called Pictometry. This system is a patented information system that combines aerial imaging with a state of the art software system allowing an appraiser to view and measure any structure, intersection, fire hydrant, tree or any feature in the county from a laptop or workstation. This technology has enabled the district to increase productivity, cut down on field trips and enhance appraisal of existing as well as the discovery of new taxable property. The investment in this system began in 2009. New flyover photos are taken every three years with the last scheduled flyover being completed in 2018. The Board of Directors voted to add the Changefinder Program to Pictometry enabling the software to automatically identify structures that have been altered as well as identifying new structures and ones that have been removed.

Mapping Supplies	\$3,000
Flyover Mapping	\$9,781
Changefinder Technology	\$5,322
Total	\$18,103

5055 – Debt Service (Building): Kerr CAD began construction on the new building May 2017 and moved into new facility December 2017. A construction loan was executed for a period of 24 months with payments of \$4,251.94 thru April 2019. At the end of the 24 month period, the remaining principal after a lump sum payment of \$350,000 will roll over into a permanent 20 year loan with payments of \$5,139.98 starting May 2019. The lump sum payment is from the sale of the old building along with the building reserve that the entities have allowed the district to retain in previous years. This line item for 2019 is \$58,128.

5070 - Leased Equipment: The CAD leases a copy machine and a postage machine. This line item is \$6,250 for this year.

5075 - Telephone: This item includes basic telephone service, long distance service, and Internet subscription. Additional lines were added in 2018 for the fire alarm and Appraisal Review Board phone hearings that are required to be provided. Also included in this line item are the monitoring fees for fire and security. This item has been increased for 2019 to \$5,160.

5080 - Utilities: The District's utility expense covers city water and electricity. Anticipated water and sewer costs are \$960 per year. Electricity costs are running approximately \$700 per month. The amount for this line item will be \$9,360.

5085 - Facilities Maintenance: Facilities or building and grounds maintenance includes trash pickup, building cleaning, lawn care, and pest control. The details of this maintenance are as follows:

<u>Expense</u>	<u>\$/Month</u>	<u>\$/Year</u>
Trash Pickup	\$102	\$1,244
Janitorial Service	\$600	\$7,200
Lawn Service	\$100	\$1,200
Annual Fire Inspection		\$ 30
Pest Control	\$55/Quarter	\$ 220
Unifirst (Rugs & Restroom Supplies)		\$1,800
Termite Inspection		\$ 150
TOTAL		\$11,844

5090 - Consultant – Appraisal: KCAD contracts out the appraisals on utilities, minerals, pipelines, and industrial properties to the industrial appraisal firm of Capitol Appraisal Group of Austin Texas. The annual contract amount for Kerr CAD's utilities, mineral, pipelines and industrial properties for this year's budget are \$14,680. Kerr CAD also contracts with Eagle Appraisal and Consulting a professional tax appraisal firm that appraises the commercial properties in Kerr County. Commercial real estate sales information is very difficult to obtain statewide. Also commercial special use properties can be very complicated to appraise. The Comptroller's Methods Assistance Study is demanding more stringent methodology for market value and equity. Most of the lawsuits Kerr CAD incurs are commercial property lawsuits. Limited commercial sales and rental information not only hinders an initial fair and equitable appraisal but also increases the related costs of lawsuits due to the necessity of hiring a professional appraisal firm to ensure the value is defensible in ARB Hearing as well as in litigation. Eagle Appraisal and Consulting will not only appraise the commercial property but would also defend property values in the appraisal review process as well as

when litigation occurs with additional litigation expenditures. **\$3,320** is included in the event of litigation against the CAD. Many appraisal districts are using contractors as a cost efficient method of ensuring their values are meeting the stringent requirements of the Comptroller's Property Value Study and the Methods Assistance Program Study. Contracting is a valuable tool in helping ensure that all taxpayers are treated equitably as well keeping expenses down. Kerr CAD entered into a two year contractual agreement with Eagle Appraisal and Consulting in 2014. The contract amount for Eagle Appraisal and Consulting in 2019 is **\$32,000**. A recap of the total for this line item is below:

Capitol Appraisal Group	\$14,680
Eagle Appraisal and Consulting	\$32,000
Litigation Consultant Fee	\$ 3,320
Total	\$50,000

5100 - Consultant – Legal & Expert Witness: KCAD changed law firms June 2017 to Perdue, Brandon, Fielder, Collins & Mott L.L.P. The monthly retainer fee is \$250. The fees are \$200/hour for attorneys in regard to litigation and \$95/hour for paralegal and legal secretarial work. Other related expenses such as travel expenses as needed are paid by the district. The line item for this year is **\$20,000**.

5102 – Legal ARB : Recent legislation has mandated Appraisal Review Boards retain separate legal counsel from Appraisal Districts. Historically the need for legal counsel for the Kerr Appraisal Review Board has been minimal. This line item is **\$2,000**.

5105 - Liability & Workers Compensation – Building, FF&E Insurance: This line item covers workers compensation, general liability, automotive liability, errors and omissions, and real and personal property insurance as well as liability related to our retirement program. The carrier for this insurance is the Texas Municipal League Intergovernmental Risk Pool (TML). This line item has increased due to new building and will be **\$8,500**.

5110 - Taxpayer Assistance & Education: This line item includes required newspaper advertisements, property asset listings, appraisal guides, tax workshops and related education & assistance directed to taxpayer/appraisal district relations. The line item for this year is **\$5,000**.

5120 - Schools and Employee Education: According to Section 5.04, of the Property Tax Code, an appraisal district shall reimburse an employee for all actual and necessary expenses, tuition, other fees and costs of materials incurred in attending, with the chief appraiser's approval, a course or training program conducted or by the Texas Department of Licensing and Regulation. This item is a total of **\$6,550**.

5130 - Postage: Kerr CAD uses an outside mailing firm to print and mail the required appraisal notices. This saves the district some postage and helps ensure a timely mailing of appraisal notices. Kerr CAD elected to mail notices only to property owners whose values changed last year or due to a change of ownership or per request by the taxpayer. Significant savings have occurred since this practice was initiated therefore this line item will be **\$15,000**.

5135 - Printing: This line item includes expenses such as printing of Notices of Appraised Value and Appraisal Rolls. This item is \$5,000.

5136 - Dues: This line item is devoted to the registration of the district and employees with different state agencies and trade organizations. Registration with the Texas Department of Licensing and Regulation is a requirement by law. Affiliation with the Texas Association of Appraisal Districts allows KCAD to enroll in state classes for reduced tuition and keeps the district informed of changing rules and laws. Being a member of TAAD also requires us to be a member of the local Southwest Chapter. Membership in the International Association of Assessing Officers is now required by the MAPS review and also requires membership in the Texas Association of Assessing Officers. The district receives a discounted price for items purchased through the Texas Building & Procurement Commission. The district also pays a membership for the Visa charge card. A detailed cost description of this line item follows:

Texas Department of Licensing & Regulation	\$ 450
Texas Association of Appraisal Districts	\$1,500
Texas Association of Appraisal Districts Southwest Chapter	\$ 50
International Association of Assessing Officers	\$ 175
Texas Association of Assessing Officers	\$ 80
Texas Building & Procurement Commission	\$ 100
Visa Charge Membership	\$ 35
TOTAL	\$2,390

5140 - Office Supplies: This line item includes all miscellaneous office supplies used in the district. These items include paper, envelopes, writing utensils, toner cartridges, and other supplies. The amount this year is \$8,000.

5145 - Furniture, Fixtures & Equipment: This line item includes upgrading and replacement of desktop computers and printers. Also providing tablets or laptops along with electronic measuring devices for use in the field. The amount for this line item is \$6,000.

5150 - Board of Directors: This line item is utilized to purchase director manual and reference material for the Board of Directors. A portion of this line item is also utilized to purchase awards of appreciation to outgoing board members and name plaques. Because of increased duties, responsibilities as well as increased liability associated with being a board member this line item includes education for board members. This line item is \$1,200.

5155 - Equipment Maintenance: This item includes the maintenance of PC computers, networks, postage machine and copy machines. This line amount will be \$1,500.

5170 - Building Reserve: The district used this reserve for the land purchase and some of the expenses related to the construction of the new facility. The reserve is also being used as part of the lump sum payment for the building loan to be made April 2019. The reserve fund will continue to be used for any future building expenses. This amount will be reduced to \$2,500 this year.

5180 - Software Support – True Automation: Kerr CAD converted their old appraisal computer system to True Automation in October of 2006. True Automation is the largest CAD appraisal software company in the state. True Automation calls their system the PACS System. This line item provides for continuing maintenance and support of the PACS System by True Automation. This system contains active tax records and rolls for each taxing entity and individual property owner in the county housing almost forty thousand (40,000) property tax parcels. Every property account is recorded, updated, and appraised using this system and the tax roll is generated resulting in the values used to levy taxes for every taxing entity and taxpayer serviced by Kerr CAD. True Automation has notified the district that the software support and maintenance for this year will be increasing. In addition, the district has elected to add server support to insure that they are professionally monitored and maintained. This line item will be **\$42,506**.

PACS System	\$36,746	
Online Backup	\$1,260	
Server Support	\$4,500	
Total		\$42,506

5200 – Banking Fees: We are being assessed service charges on our bank account which will remain **\$200** annually.

Note: The “estimated” entity allocation is shown on the next page which is based on the 2017 values and tax rates. The “official” entity allocation will be available after the certification of the 2018 values and after the 2018 tax rates have been adopted by the taxing entities.

	2017 Cert Net Tax or Freeze Adj. Tax	2017 Tax Rate	Levy	Tax on Freeze	Total Levy	% of Total Levy	Allocation
City of Ingram	\$81,235,465	0.4903	\$398,297		\$398,297	0.48%	\$5,155
City of Kerrville	\$1,477,269,465	0.5514	\$8,145,664	\$2,795,433	\$10,941,096	13.22%	\$141,614
Kerr emerg. Dist. #1	\$611,113,565	0.0215	\$131,389		\$131,389	0.16%	\$1,701
Kerr Emerg. Dist. #2	\$133,754,979	0.035	\$46,814		\$46,814	0.06%	\$606
Kerr County	\$3,348,372,275	0.4677	\$15,660,337	\$4,842,291	\$20,502,628	24.78%	\$265,372
Lateral Roads	\$3,334,622,429	0.0323	\$1,077,083	\$379,391	\$1,456,474	1.76%	\$18,852
Lake Ingram Estates Rd	\$9,737,824	0.2362	\$23,001		\$23,001	0.03%	\$298
Center Point ISD	\$250,522,983	1.09	\$2,730,701	\$545,454	\$3,276,154	3.96%	\$42,404
Comfort ISD	\$128,807,816	1.202	\$1,548,270	\$549,755	\$2,098,024	2.54%	\$27,155
Divide ISD	\$61,224,871	0.87	\$532,656	\$31,468	\$564,124	0.68%	\$7,302
Harper ISD	\$37,835,300	1.04	\$393,487	\$102,448	\$495,935	0.60%	\$6,419
Hunt ISD	\$327,075,470	1.1434	\$3,739,781	\$655,243	\$4,395,024	5.31%	\$56,886
Ingram ISD	\$415,750,643	1.245	\$5,176,096	\$1,251,764	\$6,427,859	7.77%	\$83,198
Kerrville ISD	\$1,976,980,198	1.18	\$23,328,366	\$7,071,159	\$30,399,525	36.74%	\$393,470
Medina ISD	\$10,656,464	1.04	\$110,827		\$110,827	0.13%	\$1,434
Upper Guadalupe River A.	\$4,762,561,545	0.0235	\$1,119,202		\$1,119,202	1.35%	\$14,486
Headwaters Groundwater	\$4,762,561,545	0.0074	\$352,430		\$352,430	0.43%	\$4,562
TOTAL EST LEVY			\$64,514,401.36	\$18,224,404	\$82,738,805	100.00%	\$1,070,914
2019 Budget						\$1,070,914	



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

SUBJECT: Authorize execution of a contract for the Water Treatment Plant Clarifier Equipment with WesTech Engineering, Inc. in the amount of \$513,852.00.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/16/2018

SUBMITTED BY: Kyle Burow
Director of Engineering

EXHIBITS: WTP Clarifier Equipment_Received Proposals
WTP Clarifier Equipment_Recommendation Letter
WTP Clarifier Equipment Purchase_Evaluation of Proposers

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$513,852.00	\$1,435,765.87	\$1,500,000.00	71-7100-2500
			Project: 71-17002

PAYMENT TO BE MADE TO: WesTech Engineering, Inc.
3665 South West Temple
Salt Lake City, UT 84115

Kerrville 2050 Item?		Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

The City of Kerrville has two water treatment plants, a Zenon Ultra Filtration Plant and a conventional water treatment plant. The current Water Master Plan ranked the rehabilitation of the clarifier at the conventional water treatment plant the most important Water Treatment Plant (WTP) project over all. This project was first listed in the approved 2015 Community Investment Plan, and the funding for the design, engineering, and construction of the project was approved by the City Council in the Fiscal Year 2017 Budget. The clarifier is a critical component. When taken offline, the conventional plant will not produce water. The conventional plant treats approximately 80% of the City's drinking water and has been in operation since the plant was built in 1979. Over the last 38 years many of the metal components within the clarifier have become corroded and are now structurally damaged or have simply worn out. These parts are no longer available and must be manufactured or fabricated prior to replacement which increases the City's operating cost and the down time while the components are being made and installed.

In April 2017, the City hired Freese and Nichols, Inc. (FNI) to design and specify the installation of new hardware within the clarifier. As part of the design process, information was provided by FNI pertaining to the delays due to the equipment purchase. The estimated delay from the approval of purchasing the equipment is approximately 6-8

months and FNI recommended that the equipment procurement be separated to expedite the construction phase. Documents were released for sealed competitive proposals for the equipment procurement with three proposals received on July 3, 2018 with Envirodyne Systems Inc. as the apparent lowest proposed price. Envirodyne Systems was not listed in the project specifications as an acceptable manufacturer, therefore, evaluation of their proposal was not a requirement but due diligence was performed to provide an unofficial score for the Envirodyne proposal for comparison purposes only. WesTech Engineering, Inc. was determined to be the highest ranked offeror based on the proposal evaluation performed using the criteria specified in the project specifications. WesTech Engineering, Inc. has previously supplied equipment on previous city projects, most recently the Water Reclamation Plant New Clarifier project completed in early 2016. Staff recommends awarding the contract to WesTech Engineering, Inc. as the manufacturer to provide the equipment for the project in the amount of \$513,852.00.

Additionally, the second package of the project to be bid at a later date and will entail the hiring of a general contractor to perform the construction phase consisting of installation of the equipment to be purchased, perform electrical work, and other essential items necessary to complete the project.

RECOMMENDED ACTION:

Authorize execution of a contract for the purchase of the WTP Clarifier Equipment.

Project Name: WTP Clarifier Equipment Procurement

Engineering Number: PW#17-004

Bid Opening: July 3, 2018

[illegible]

WTP Clarifier Rehab Equipment Procurement: Evaluation of Proposers
PW#17-004

Ranker:			Kyle Burow			Stuart Barron			Mark Graves			John New			Average		
Rating		Max. Point	Suez	Westech	Envirodyne	Suez	Westech	Envirodyne	Suez	Westech	Envirodyne	Suez	Westech	Envirodyne	Suez	Westech	Envirodyne
Category	Description	Value															
A	Proposed Procurement Contract Price	55	28.4	45.6	55	28.4	45.6	55	28.4	45.6	55	28.4	45.6	55	28.4	45.6	55
B	Proposed Procurement Contract Times	15	5	15	0	7	15	0	9	15	0	9	15	0	7.5	15	0
C	Experience of Offeror in providing similar Goods	15	15	15	7	15	15	5	15	15	9	14	14	14	14.75	14.75	8.75
D	Experience of Offeror in providing Special Services	15	15	15	7	15	15	5	15	15	9	14	14	14	14.75	14.75	8.75
Total		100	63.4	90.6	69	65.4	90.6	65	67.4	90.6	73	65.4	88.6	83	65.4	90.1	72.5

Envirodyne was not listed as an acceptable manufacturer in the specifications so evaluating its proposal was not a requirement. However, due diligence was performed to provide an unofficial score for the Envirodyne proposal for comparison purposes only.

Westech was determined to be the highest ranked offeror based on the proposal evaluation performed.

July 18, 2018

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

Re: Water Treatment Plant Clarifier Rehabilitation
City of Kerrville Project No. C2017-16

Dear Mr. Barron:

The City of Kerrville received competitive sealed proposals for the above referenced project on July 3, 2018 at 3:00 p.m. at the City Secretary's office. Based on the evaluation criteria for the project Freese and Nichols (FNI) recommends that the Offeror who provides the best value for the Buyer as determined when considering the relative importance of the evaluation factors is WesTech Engineering, Inc. WesTech Engineering, Inc.'s total proposal price for the WTP Clarifier Equipment is \$513,852.

If you have any questions regarding this matter, please feel free to contact us.

Sincerely,



Mark Graves, P.E.
Mark.Graves@Freese.com
512-617-3193
Freese and Nichols, Inc.



7/18/2018

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144



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

SUBJECT: Authorize execution of a professional services agreement for the Public Safety Complex Feasibility Study with Brinkley Sargent Wiginton Architects, Inc. in the amount of \$113,956.00.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/16/2018

SUBMITTED BY: Kyle Burow
Director of Engineering

EXHIBITS: BSW_Public Safety Complex Scope and Fee

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$113,956.00	\$149,905.50	\$150,000.00	70-7000-3120
			Project #: 70-18003

PAYMENT TO BE MADE TO: Brinkley Sargent Wiginton Architects, Inc.
5000 Quorum, Suite 600
Dallas, Texas 75254

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	F - Public Facilities and Services	
Guiding Principle	F1 - Commit to maintaining high-quality, cost-effective public services and facilities consistent with anticipated growth and ensure cost-effective use and maintenance of these assets	
Action Item	F1.1 – Update the City's facilities and space needs plan	

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 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 of Round Rock, Texas and Hewitt Engineering, Inc. of Kerrville.

BSW is a recognized national leader in municipal police facility planning and has worked with public safety agencies for 42 years to plan for the future. Having completed over 450 public projects, the BSW team provides extensive experience in the development of police, court, and fire administration facilities and an understanding of the challenges and benefits of a single facility. BSW will evaluate existing needs in addition to completing a 20 year assessment to develop conceptual options with a project budget for various options and locations.

At the June 12, 2018 City Council meeting, staff was authorized to negotiate a professional services agreement. Staff successfully negotiated with Brinkley Sargent Wiginton Architects, Inc. to complete the study, including reimbursables, for a new Public Safety Complex for the amount of \$113,956.00.

RECOMMENDED ACTION:

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

EXHIBIT A

July 19, 2018

Kyle Burow, P.E., CFM
Director of Engineering
City of Kerrville
200 Sidney Baker Street
Kerrville, Texas 78028

RE: Kerrville Public Safety Feasibility Study

Dear Kyle:

We are pleased to submit this Consulting Services Proposal for the development of a Public Safety Facility Needs Assessment: This agreement is between the City of Kerrville, Texas ("City") and Brinkley Sargent Wiginton Architects, Inc. ("BSW").

A. Scope of Work

- 1.) Develop a 20 year Needs Assessment for the Police, Court and Fire Administration Departments.
- 2.) Evaluate existing Police Building located at 429 Sidney Baker Street to establish Land Market Value.
- 3.) Develop a conceptual site plan for a new building at up to 3 city selected sites.
- 4.) Develop a complete budget for three new building site options.
- 5.) Reference Exhibit B for a more complete description of tasks.

B. Study Final Deliverables:

- 1.) Needs assessment including parking requirements.
- 2.) Generic site plan of any new buildings to confirm selected sites meet City needs.
- 3.) Project budgets for new building options.
- 4.) One Conceptual rendering of building.
- 5.) Operational cost analysis of proposed building.
- 6.) Police building existing conditions report.
- 7.) Existing building land value appraisal.

C. Study Assumptions:

- 1.) All sites to be studied will be provided by City.
- 2.) Environmental assessment of existing building is not included in these services.
- 3.) City will provide a single Representative responsible for all decisions on behalf of the city.
- 4.) Scope of work is limited to development of activities defined in Exhibit B. Consultant is required to attend two public community meetings.
- 5.) Study does not include MEP or Structural Engineering Analysis of existing buildings.
- 6.) Operational Cost Analysis and existing Police Building conditions report will be developed with the input of City Staff.

D. City Provided Data

- 1.) Organizational chart of the Police, Fire and Court Departments.
- 2.) Count of City vehicles.
- 3.) Population projections and established city comparable cities, as available.

NOTE: Existing data delivered to the Architect by the City remains the property of the City and must be returned to the City after completion of project.

E. Schedule

- 1.) Initial meeting will occur within two weeks of BSW receipt of executed contract.

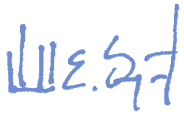
<u>Meeting</u>	<u>Activities</u>
1.)	1 day of meeting with all departments to establish staffing projections, space standards and support needs.
2.)	1 day of meeting to confirm programmatic needs with staff.
3.)	1 day of meeting to finalize all City department space and parking needs. Review up to three sites for new buildings. Review preliminary budgets for all options.
4.)	1 day meeting to do architectural review of existing building.

- 5.) 1 day of meeting to revise all options (both with and without Fire Administration) discuss Operational Cost Analysis and draft study.
 - 6/7.) 2 days of public meetings to present study.
 - 8.) 1 day Council work session
- 2.) Schedule assumes 12 weeks from receipt of contract to issuance of draft report. This schedule assumes public meetings will align with Needs Assessment Process. Final report will be issued within one week following receipt of City draft report comments.
- 3.) Basic Service Compensation:
- | | |
|---------------------------------|--------------|
| Fees | 109,360 |
| Reimbursables | <u>4,596</u> |
| Total Fees & Reimbursable Costs | \$113,956 |

All services will be billed hourly per Exhibit D rates to a maximum Total Fee of \$109,360.
Reference Exhibit C for all tasks and hours.

- 4.) Additional Services Upon Request:
- Assessment of Existing Police Building Conditions:
- | | |
|---------------------------------|-----------------|
| a. Structural Review | \$ 3,900 |
| Reference Exhibit F | |
| b. MEP Review | \$ 6,250 |
| Reference Exhibit E | |
| c. Reimbursable Costs | <u>\$ 1,200</u> |
| Total Fees & Reimbursable Costs | \$11,350 |

We look forward to working with the City on this important project,



Harold E. Sargent, AIA

President

Enclosures: Exhibit B Compensation
Exhibit C Reimbursable Costs
Exhibit D Hourly Rate Chart
Exhibit E MEP Services
Exhibit F Structural Services
Exhibit G Civil Services

EXHIBIT B
Kerrville Public Safety Feasibility Study
Project Task Plan & Compensation

7/19/18

Task	Description	Senior Principal	Q.C. Principal	Principal	Senior Programmer	Architect	Designer	Consultants	Total Cost
		\$270	\$270	\$210	\$135	\$145	\$125		
A	Prepare Initial Meeting Format	4			24				\$ 4,320.00
B	Meeting One	8			8				\$ 3,240.00
C	Document Meeting One & Generate Meeting Two Data	2			32		12		\$ 6,360.00
D	Meeting Two	8			8				\$ 3,240.00
E	Document Meeting Two Changes				32		14		\$ 6,070.00
F	Generate Existing Building Documents						18		\$ 2,250.00
G	Finalize Needs Assessment	6			30				\$ 5,670.00
H	Outline Written Report				20		18		\$ 4,950.00
J	Document Meeting Three Data Including Concept Plans	4			18	10	8		\$ 5,960.00
K	Civil Due Diligence on Three New Sites							12,500	\$ 12,500.00
L	Develop Three Sites For New Buildings	6				24			\$ 5,100.00
M	Develop Budgets All Options	12				4			\$ 3,820.00
N	Meeting Three	8			8				\$ 3,240.00
O	Document Meeting Three	2			8	6	10		\$ 3,740.00
P	Meeting Four		8						\$ 2,160.00
Q	Document Meeting Four		12						\$ 3,240.00
R	Operational Cost Analysis	6				4			\$ 2,200.00
S	Meeting FIVE	8		8					\$ 3,840.00
T	Revise Budgets/Options	6		2		18			\$ 4,650.00
U	Develop Draft Reports				36		6		\$ 5,610.00
V	Update Draft Report	2		6		6			\$ 2,670.00
W	Meeting Six and Seven			16					\$ 3,360.00
X	Conceptual Rendering							3,000	\$ 3,000.00
Y	Land Valuation							2,000	\$ 2,000.00
Z	Prepare Council Work Session Documents				2	8	4		\$ 1,930.00
AA	Meeting Eight	8			8				\$ 3,240.00
BB	Develop Final Report	1		1	2		2		\$ 1,000.00
Total Fees									\$ 109,360.00

Note

All Work to be Billed Hourly Per Exhibit D Hourly Rates.

EXHIBIT C

Kerrville Public Safety Feasibility Study

Project Reimbursable Costs

7/19/18

Meeting	Days	Staff	Waco Drive/Tolls	Austin Drive/Tolls	Dallas Airport Drive/Tolls	Airfare	Parking Airport	Car Rental/ Gas	Hotel	Meals	Total Cost
			\$210	\$110	\$28	\$270	\$13	\$160	\$125	10/15/2025	-
1		2	\$210	\$0	\$28	\$270	\$13	\$160	\$0	\$30	\$711
2		2	\$210	\$0	\$28	\$270	\$13	\$160	\$0	\$30	\$711
3		2	\$210	\$0	\$28	\$270	\$13	\$160	\$0	\$30	\$711
4		1			\$28	\$270	\$13	\$160	\$0	\$25	\$496
5		2	\$0	\$110	\$28	\$270	\$13	\$160	\$0	\$30	\$611
6		1	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$25	\$135
7		1	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$25	\$135
8		2	\$210	\$0	\$28	\$270	\$13	\$160	\$0	\$30	\$711
Copy/Fax/Etc.											\$375
Total Reimbursables											\$4,596

- Reimbursable expenses are based upon an agreed regular schedule for meetings. These expenses include travel, meals, printing, photographs, and facsimile transmissions and copies.
- Reimbursable budget assumed Draft and Final Report will be issued electronically.

EXHIBIT D

BRINKLEY SARGENT WIGINTON ARCHITECTS

BILLING RATES 2018

<u>TITLE</u>	<u>RATE/hr.</u>
Senior Principal	270.00
Principal	210.00
Project Manager	200.00
Project Architect	165.00
Senior Designer	145.00
Construction Administrator	140.00
Senior Programmer	140.00
Staff Architect	130.00
Strategic Planner	130.00
Architectural Designer II	125.00
Senior Interior Designer	125.00
Interior Designer	110.00
Architectural Designer I	95.00
Administration	80.00

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment July 1st of each year

EXHIBIT E

MEP/ENERGY CONSULTANTS



115 East Main Street

COMMISSIONING • FIELD INVESTIGATIONS

Round Rock, Texas 78664

PH: (512) 218-0060

FAX: (512) 218-0077

June 15, 2018

Brinkley Sargent Wiginton Architects
5000 Quorum
Ste. 500
Dallas, Texas 75254

ATTN: Hal Sargent

RE: Police/Municipal Courts – Kerrville Assessment

This letter of proposal is for professional engineering services for the Kerrville Police and Municipal Courts Building Assessment. This agreement is between HCE, herein known as the Engineer, and Brinkley Sargent Wiginton Architects, Inc. herein known as the Architect.

We are pleased to submit this letter of agreement for engineering services to include:

- a. Scope of MEP work: Provide general overview of existing mechanical (HVAC) systems, electrical (lighting and power) systems to provide a general assessment of their current condition, an opinion of projected life and work with the Architect and Project Cost Estimator to provide program information.
- b. Municipal Courts Building is an existing single-story metal building. The Police building is a 2-story building with parking under approximately half of the second floor.

For these services we propose lump sum fee of: **\$6,250**

Billing will be according to the percentage of completion of the project using the same percentages as the Architect.

Any requested additional services will be billed hourly at the following rate schedule:

ENGINEERING SERVICES	RATE
PRINCIPAL	\$220.00
SR. ENGINEER	\$185.00
ENGINEER (P.E.)	\$160.00
ENGINEER (EIT)	\$150.00
PROJECT MANAGER	\$150.00
SR. DESIGNER	\$120.00
COMPUTER AIDED DESIGNER	\$ 90.00
DESIGNER I	\$ 80.00
ADMINISTRATIVE/CLERICAL	\$ 70.00

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

BSW

HCE

BY: _____

BY: BR Hendricks

DATE: _____

DATE: June 15, 2018



June 15, 2018

Denny Boles
Brinkley Sargent Wiginton Architects
1005 East St. Elmo St. Bldg. B
Austin, TX 78746

RE: Kerrville Police and Courts Study

Dear Mr. Boles:

We propose to provide a "walk-through" structural survey of the properties listed below and provide a written report for each summarizing our findings. The buildings and our proposed fees are as follows:

- Police Station at 429 Sidney Baker Street.
- Municipal Courts Building at 301 McFarlin Street.

The purpose of our survey will be to assess the current condition of the structural frame and foundation, in general, based solely on what is visible to us in a walk-through type of survey. Our survey will not include a code compliance check of the original drawings, removal of architectural finishes, material testing, roof examination, or floor elevation surveys. We anticipate that all observations can be completed in one day, so our proposal includes one visit to the site.

If we observe or discover structural defects or deterioration, we will address remedial work in general terms in our report, but the preparation of drawings, specifications, and cost estimates for remedial work would be by separate agreement. Further, if significant structural deficiencies are discovered which would warrant more intensive, exploratory examination or analysis, we will give you a proposal for these additional services before proceeding.

These services will be provided for a fixed fee of \$3,900.00, with progress payments due upon receipt of monthly statements, and the total fee due upon completion of the services described herein.

Additional services will be provided on an hourly basis at the rates shown in the attached rate schedule.

It is understood by the client that this inspection will be conducted in a furnished building wherein the majority of the structural elements are covered or encased by building finishes and are not visible in a "walk-through" structural survey. Datum will endeavor to find and identify any visually apparent structural defects, but Datum will not be expected to discover deficiencies which are not visible because of building finishes or other obscuring conditions. For any damage, cost expenses, or other liability (direct or indirect) resulting from any error, omission, or professional negligence in the performance of Datum's services, the liability to Datum, its employees, agents, officers, and consultants to all claimants with respect to the

THE ART OF STRUCTURAL ENGINEERING
WWW.DATUMENGINEERS.COM • DATUM ENGINEERS, INC. P-2819

6516 FOREST PARK ROAD
DALLAS, TEXAS 75235
214.359.0174

8140 N. MOPAC EXPRESSWAY, BUILDING 1, SUITE 120
AUSTIN, TEXAS 78759
512.469.9490

5021 BROADWAY
SAN ANTONIO, TEXAS 78209
210.559.2860

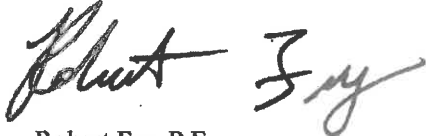
Mr. Denny Boles
June 15, 2018
Page 2

services herein is hereby limited to an aggregate sum not to exceed \$50,000.00, or Datum's fee for the services rendered herein, whichever is greater.

If the preceding is acceptable and you are in agreement, please confirm by signing this letter and returning it for our files. It will serve as our contract for this survey.

Sincerely yours,

Accepted by:

A handwritten signature in black ink, appearing to read "Robert Fry", is written over a horizontal line.

Robert Fry, P.E.
Senior Vice President

Brinkley Sargent Wiginton Architects

Date

Encl.



2018 Hourly Billing Rates

Senior Principal	\$295.00
Principal II	\$230.00
Principal I	\$200.00
Senior Project Manager	\$175.00
Project Manager	\$155.00
Project Engineer	\$130.00
Graduate Engineer	\$115.00
Senior Production Manager	\$165.00
Senior Technician	\$140.00
Technician II	\$120.00
Technician	\$82.00
Support Personnel	\$80.00
Senior Support Personnel	\$138.00

The above rates are valid through December 31, 2018.

Datum reserves the right to make reasonable annual rate adjustments to account for inflation and other factors.

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6916 FOREST PARK ROAD
DALLAS, TEXAS 75239
214.358.0174

6140 N. MOPAC EXPRESSWAY, BUILDING T, SUITE 120
AUSTIN, TEXAS 78759
512.469.9490

5021 BROADWAY
SAN ANTONIO, TEXAS 78209
210.858.2880



Hewitt Engineering, Inc.
Consulting Engineering Services

July 12, 2018

Brinkley Sargent Wiginton Architects
1005 E. St. Elmo. Building 8
Austin, Texas 78745

Attention: Mr. Denny Boles, AIA

Reference: **Public Safety Complex Kerrville- Feasibility Study**
Revised Proposal for Engineering Services

Dear Denny,

Please find enclosed a *revised* proposal to provide professional engineering services associated with the above referenced project located in Kerrville, Texas. This letter will serve as an Agreement between BSW Architects (Client) and Hewitt Engineering Inc. (Engineer) for professional engineering services to be performed for this project. The project will involve civil due diligence for two existing sites and three proposed sites for a Kerrville Public Safety Complex with a final summary report of the findings. The research will include communication with local authorities and utility providers as well as a review of information available on-line. The scope of services includes the following tasks for three alternative sites:

1. Executive Summary – A summary of significant items discovered during the investigation, with special attention to items that may have a substantial impact on cost or schedule.
2. Zoning – Summary of zoning research to include:
 - a. Confirmation of allowable specific use.
 - b. Determination of overlay district and requirements
 - c. Building and landscape setbacks and buffers
 - d. Parking requirements
 - e. Tree mitigation requirements.
 - f. Atypical requirements including any TxDOT requirements
3. Public Utilities – Investigation of existing infrastructure and availability of water and sanitary sewer service and will include communication with provider representatives and review of available maps. Specific information will include:
 - a. Size of available water/meters and sewer mains and proximity of connection points
 - b. Review of capacity and pressure for fire suppression based on information provided by the City
 - c. Determination of off-site utility extension requirements
4. Drainage Review – Review of floodplain, stormwater detention and stormwater quality requirements.
5. Private Utilities – Review of information provided by private utility providers to include:
 - a. Electrical service availability and capacity for upgrade
 - b. Gas service proximity

- c. Options for phone, data and cable service
- 6. Civil Site Preliminary Cost Estimates
 - a. Prepare estimated civil infrastructure site improvement and utility costs for two existing sites and three proposed sites

12,500
HES

The final result of this project will be a letter report summarizing the findings of the study. The total cost to prepare the civil portion of the Public Safety Complex Feasibility Study will be ~~\$19,500~~. Exhibit "A" provides a detailed man hour estimate of the fees associated with each of the individual evaluation and coordination tasks. Reimbursable expenses would be billed at 1.15 times cost and would consist of reproduction and mileage and is included in the fee estimate.

This proposal shall become a contractual agreement between the parties effective on the date accepted and shall be bound by the General Terms and Conditions attached hereto as "Exhibit A," consisting of one page. If this meets with your approval, please sign and return one (1) copy of this letter for my files.

Please feel free to contact me at 830-315-8800 or by email at jmhewitt@hewitt-inc.com if you have any additional questions. Thank you for this opportunity to serve you.

Sincerely,

HEWITT ENGINEERING, INC.

By:



John M. Hewitt, P.E.

Title: President

Date:

6/18/18

ACCEPTED BY CLIENT:

By: _____

Title: _____

Date: _____

EXHIBIT A

CITY OF KERRVILLE KERRVILLE PUBLIC SAFETY COMPLEX FEASIBILITY STUDY REVISED CIVIL ENGINEERING FEE SUMMARY

Task	Design Phase	Total Labor Cost	Principal Hrs	Engineer Hrs	CADD Hrs
1	Coordination & Meetings w/City Staff and Architects	\$530	2	2	
2	Summary of Zoning Requirements for Three Alternative Sites	\$1,010	2	6	
3	Public Utility Requirements for Three Alternative Sites	\$1,010	2	6	
4	Drainage, Floodplain and Detention Requirements for Three Alternative Sites	\$1,590	6	6	
5	Private Utility Requirements for Three Alternative Sites	\$1,155	3	6	
6	Special TxDOT Requirements for Three Alternative Sites	\$530	2	2	
7	Site Constraints for Three Alternative Sites	\$1,060	4	4	
8	Site Visits	\$795	3	3	
9	Determine Civil Site Costs/Prepare Preliminary Cost Estimates for 3 Sites	\$1,490	2	10	
10	Prepare Draft Report	\$2,380	4	12	4
11	Update Report based on Review Comments and Prepare Final Report	\$950	2	4	2
12	Expenses (Reproduction, Postage and Mileage)				
	TOTAL	\$12,500	32	61	6



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

SUBJECT: Waiver of perimeter sidewalk construction, per City Code 26-26(f), for property located on Hill Country Drive, Peterson Regional Medical Center Block 2 Lot 1 Acres 0.82

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/2/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Traffic study and Sidewalk Master Plan.

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

Peterson Regional Medical Center is building a new parking lot across Hill Country Drive from the hospital. With the parking lot, they are proposing to install a portion of the sidewalks along their property on Hill Country Drive. PRMC has requested a partial waiver for sidewalk construction as established in the City's Code of Ordinances (Section 26-36). The process to secure a waiver is as follows:

1. Administrative waiver – the city engineer may provide a waiver for all or a portion of the sidewalk only if he/she determines that adequate right-of-way does not exist to allow for the construction of a sidewalk.
2. Appeal to city council – should the city engineer deny a waiver request, the petitioner may then file an appeal to the city council. The city council may grant a waiver by considering the following:
 - a. Topographic restrictions such as slope, drainage structures, etc.;
 - b. Whether all property(s) adjacent to the subject property, whether or not the said property(s) is separated from the subject property by a public or private road, alley, or easement, is exempted from sidewalk construction by operation of the sidewalk code;
 - c. Whether all property(s) adjacent to the subject property(s) is developed property, whether or not separated from said subject property by a public

or private road, alley, or easement, and does not have existing sidewalks as of the effective date of the sidewalk code; or

- d. If it is shown to the satisfaction of the city council that any of the requirements of the sidewalk code, if complied with, would work an undue hardship on the property owner, the requirements required by the sidewalk code would not be in the best interest and general welfare of the public and, that the intent of the sidewalk code was met by the granting of the requested waiver.

City of Kerrville Sidewalk Master Plan (2008)

In 2008, the City of Kerrville adopted the Sidewalk Master Plan. The purpose of the plan was to create a document that enabled the city to provide for alternative modes of transportation and to enhance pedestrian mobility between commercial developments and between residential areas and special points of interest, parks, schools, etc.

The Sidewalk Master Plan does identify Hill Country Drive as a proposed sidewalk.

Existing Development/Conditions

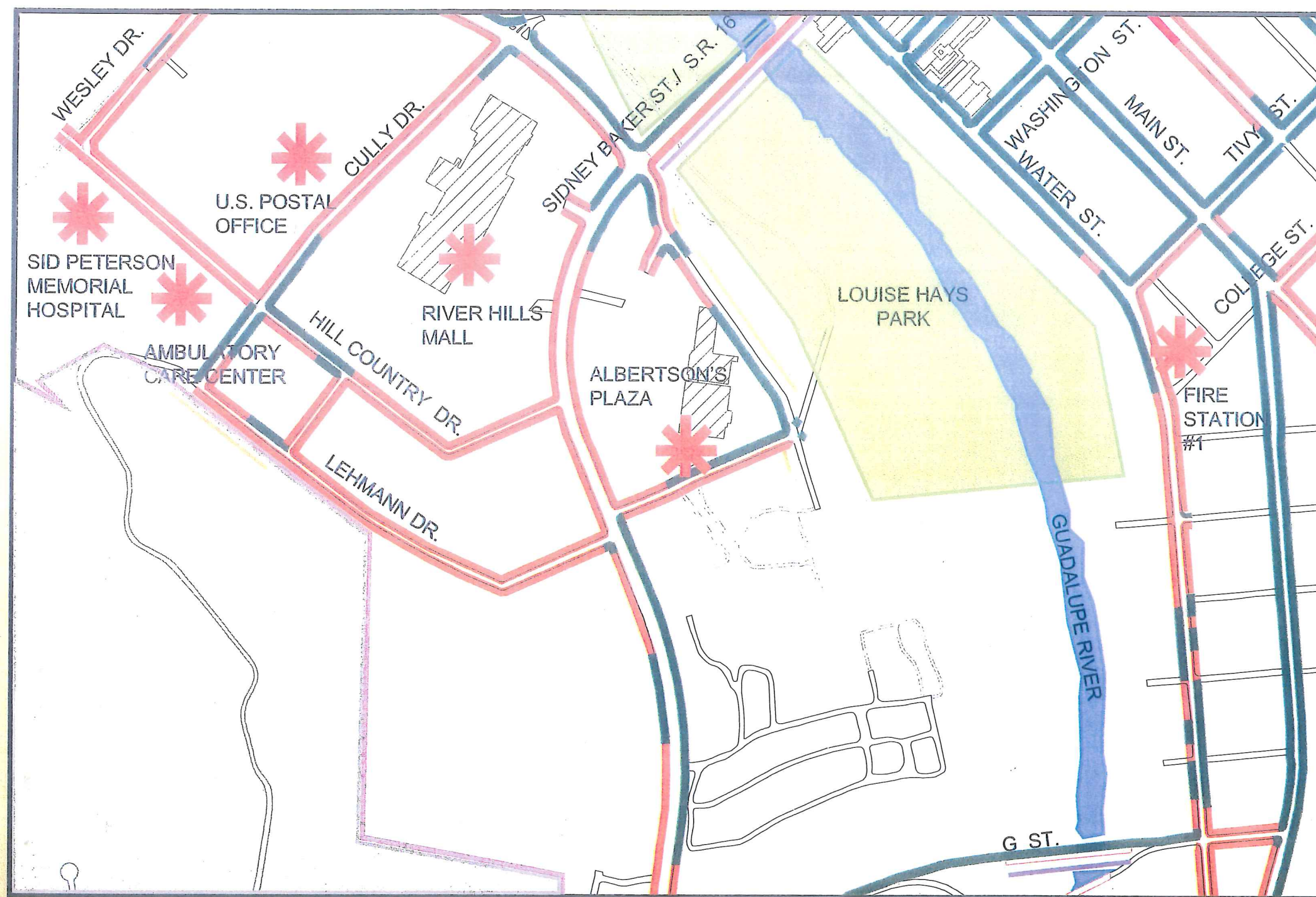
The subject tract has adequate right-of-way width and therefore the administrative waiver was denied. The subject tract does not have topographic restrictions and is overall relatively flat.










The hospital has hired an engineer to conduct a traffic study in the area. The recommendation from the traffic study will include the installation of a new three way stop along Hill Country Drive and a cross walk from the parking lot to the hospital. With the hospice center under construction and the additional parking lot, the study justified the installation of the crosswalk and stop signs. Based on this traffic study, the Director of Engineering approves the installation of the crosswalk and stop signs. The approval of a sidewalk waiver request would not negatively affect the results of the traffic study.

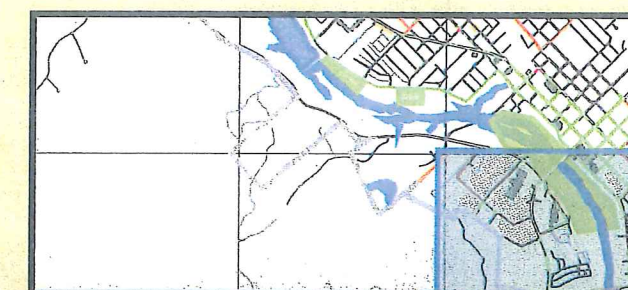
Based on the proposed sidewalk construction, the addition of the new parking lot, and the recommendations from the traffic study, staff recommends the approval of the sidewalk waiver.

RECOMMENDED ACTION:

Approve the sidewalk waiver.



-  Park/ Recreation Area
-  City Limit
-  Existing Sidewalk – Good Condition
-  Existing Sidewalk – Poor Condition
-  Proposed Sidewalk
-  Topography Issue
-  Existing Obstacle
-  Existing Paved Road
-  Landmark





7557 Rambler Road, Suite 1400
Dallas, Texas 75231-2388
(972) 235-3031 www.pkce.com
TX. REG. ENGINEERING FIRM F-469
TX. REG. SURVEYING FIRM LS-100080-00



MEMORANDUM

To: Kyle Burow, P.E. – City of Kerrville, Director of Engineering

From: Steve E. Stoner, P.E., PTOE

CC: Joe Piszczor, Vice Pres. of Operations – Peterson Regional Medical Center
Cliff Spruill, AIA – SBL Architecture, Inc.

Date: June 20, 2018

Subject: **Traffic Study for Proposed All-Way STOP on Hill Country Drive**
PK#3871-18.028

BACKGROUND

The services of Pacheco Koch (PK) were retained by SBL Architecture on behalf of Peterson Regional Medical Center (PRMC) to perform a traffic analysis for a proposed all-way STOP condition at the intersection of Hill Country Drive and a private street accessing the PRMC campus in Kerrville, Texas. The subject intersection is approximately 470 feet northeast of the Cully Drive intersection with Hill Country Drive and 670 feet southeast of the Wesley Drive intersection with Hill Country Drive—both intersections are currently all-way STOP controlled. A site location map is attached for reference.

The impetus for the request is the proposed construction of a remote surface parking lot for PRMC containing approximately 37 parking spaces located across Hill Country Drive from the campus. City standards require construction of a sidewalk along the property frontage on east side of Hill Country Drive. However, the property frontage to the north tapers down to zero, and the resulting sidewalk would terminate mid-block. The truncated sidewalk would likely result in mid-block pedestrian crossings at unmarked locations.

As an alternative to a truncated sidewalk, PRMC proposes to construct the portion of the sidewalk south of the parking lot and install a marked crosswalk with all-way STOP control on Hill Country Drive at the nearby driveway intersection as shown in Exhibit 1. The northern portion of the sidewalk would not be constructed, which would require approval of a Sidewalk Waiver.

The City staff subsequently requested a traffic study to evaluate the proposed installation of an all-way STOP control. The following is that analysis of the intersection traffic control in accordance with the *Texas Manual On Uniform Traffic Control Devices (TMUTCD)*.

ANALYSIS

Section 2B.07 of the TMUTCD provides conditions for which “multi-way” (a.k.a., all-way) STOP should be considered. A summary of those conditions and the assessment for this analysis are summarized in **Table 1**.

Table 1. Multi-Way Stop Conditions Summary

CONDITION	PARAMETERS	ASSESSMENT
A	<i>Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.</i>	Not applicable.
B	<i>Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.</i>	Not satisfied (not a high-accident location).
C	<i>Minimum volumes:</i>	
	<i>1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and</i>	Not satisfied (Insufficient volumes, see Appendix).
	<i>2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) average at least 200 units per hour for the same 9 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but</i>	Not satisfied (Insufficient volumes, see Appendix).
	<i>3. If the 85th percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1. and 2.</i>	Not applicable (85 th percentile speed is less than 40 mph).
D	<i>Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.</i>	Not applicable (insufficient volume and speed).

None of the primary conditions for installation of a multi-way stop are warranted. However, TMUTCD also lists other, more subjective, criteria that may be considered in an engineering study:

- A. *The need to control left-turn conflicts;*
- B. *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*
- C. *Location where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and*
- D. *An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

Of these alternative conditions, Condition B will have applicability at the subject location. An all-way stop would provide control of vehicular and pedestrian conflicts at a location that is expected to generate increased pedestrian activity. In addition to the remote parking lot, the intersection is also adjacent to the future Hospice/Home Health Building, a 25,000 square-foot administrative office building that may also generate increased pedestrian activity crossing Hill Country Drive to/from and PRMC.

CONCLUSION

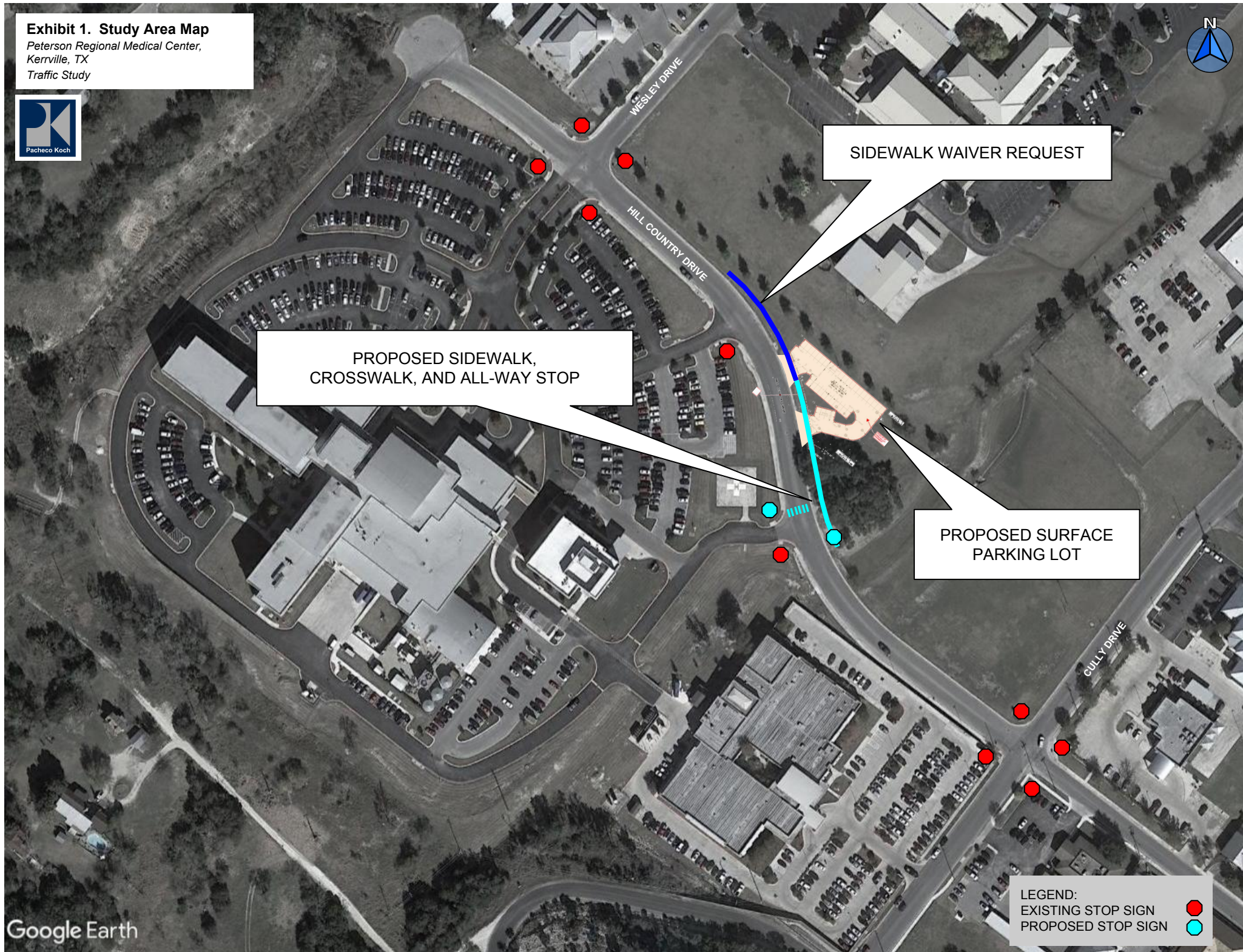
Peterson Regional Medical Center plans to construct a 37-space remote parking lot across Hill Country Drive from the main hospital. In order to provide a safe pedestrian crossing on Hill Country Drive, PRMC proposes to install a marked crosswalk and an all-way STOP control at the nearby intersection of Hill Country Drive and an internal campus roadway located immediately south of the parking lot. Additionally, PRMC will construct a new sidewalk along the property frontage between the parking lot and the intersection but is requesting a Sidewalk Waiver for the northern portion of the sidewalk, which would terminate at a mid-block location and encourage mid-block pedestrian crossings.

The purpose of this study was to evaluate the proposal to install an all-way STOP control at the intersection in place of the of minor-street-only STOP that exists today. Based upon the criteria outlined in the *Texas Manual On Uniform Traffic Control Devices (TMUTCD)*, the study found that the traffic volumes at the intersection do not warrant installation of an all-way STOP. However, the *TMUTCD* does allow for installation of all-way STOP control at intersections where control of vehicular and pedestrian traffic is needed at high-pedestrian-volume locations. Although all-way STOP control is not mandatory, the installation should encourage pedestrian crossings at an intersection, which is generally considered to be safer than mid-block pedestrian crossings. Furthermore, motorists on Hill Country Drive are already accustomed to all-way STOP control conditions given that nearby intersections at Wesley Drive to the north and at Cully Drive to the south are currently all-way STOP controlled. Therefore, installation of the marked crosswalk and all-way STOP control at the subject intersection is considered to be compliant with the *TMUTCD*.

END OF MEMO

Exhibit 1. Study Area Map

Peterson Regional Medical Center,
Kerrville, TX
Traffic Study



PROPOSED SIDEWALK,
CROSSWALK, AND ALL-WAY STOP

SIDEWALK WAIVER REQUEST

PROPOSED SURFACE
PARKING LOT

LEGEND:
EXISTING STOP SIGN
PROPOSED STOP SIGN

APPENDIX

ROADWAY: Hill County Drive
LOCATION: North of Site Driveway
DAY: Thursday
DATE: May 31st
YEAR: 2018
SOURCE: CJ Hensch

24-HOUR, BI-DIRECTIONAL VOLUME

2,382
(WEEKDAY)

Hill County Drive

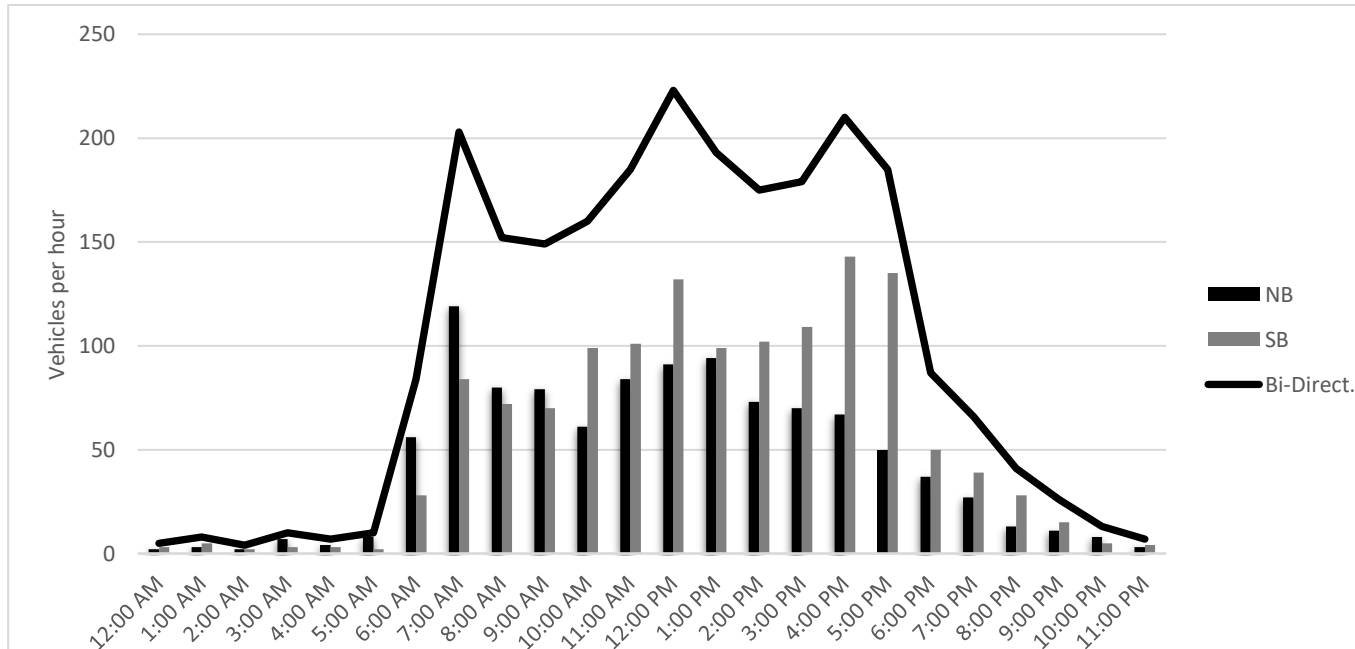
START TIME	Northbound				Southbound				Totals		
	0:00	0:15	0:30	0:45	0:00	0:15	0:30	0:45	NB	SB	Bi-Direct.
12:00 AM	1	0	1	0	1	2	0	0	2	3	5
1:00 AM	3	0	0	0	2	1	1	1	3	5	8
2:00 AM	1	1	0	0	0	0	1	1	2	2	4
3:00 AM	1	3	2	1	0	1	1	1	7	3	10
4:00 AM	1	1	0	2	0	1	1	1	4	3	7
5:00 AM	0	0	2	6	1	0	0	1	8	2	10
6:00 AM	6	19	14	17	1	8	11	8	56	28	84
7:00 AM	12	23	31	53	16	18	19	31	119	84	203
8:00 AM	24	19	14	23	15	21	11	25	80	72	152
9:00 AM	19	22	19	19	18	19	20	13	79	70	149
10:00 AM	11	15	23	12	23	21	26	29	61	99	160
11:00 AM	17	22	22	23	22	23	30	26	84	101	185
12:00 PM	13	24	27	27	33	31	28	40	91	132	223
1:00 PM	29	27	21	17	26	20	26	27	94	99	193
2:00 PM	17	15	24	17	23	32	25	22	73	102	175
3:00 PM	13	19	22	16	32	26	31	20	70	109	179
4:00 PM	14	20	15	18	40	33	39	31	67	143	210
5:00 PM	15	17	8	10	62	37	19	17	50	135	185
6:00 PM	9	11	10	7	16	14	10	10	37	50	87
7:00 PM	5	7	6	9	10	13	12	4	27	39	66
8:00 PM	3	3	2	5	5	6	11	6	13	28	41
9:00 PM	4	1	3	3	6	6	2	1	11	15	26
10:00 PM	2	2	2	2	4	1	0	0	8	5	13
11:00 PM	1	2	0	0	4	0	0	0	3	4	7

7:15 AM 8:15 AM
4:30 PM 5:30 PM
7:15 AM 8:15 AM
4:30 PM 5:30 PM

24-Hour Total:
(Bi-Direct.) AM Peak Hour Total:
(Bi-Direct.) PM Peak Hour Total:
Highest By Direction (NB):
Highest By Direction (SB):

NB	SB	Bi-Direct.
1,049	1,333	2,382
131	83	214
65	169	234
131		
	169	

Graph



SOURCE: CJ Hensch

(WEEKDAY)

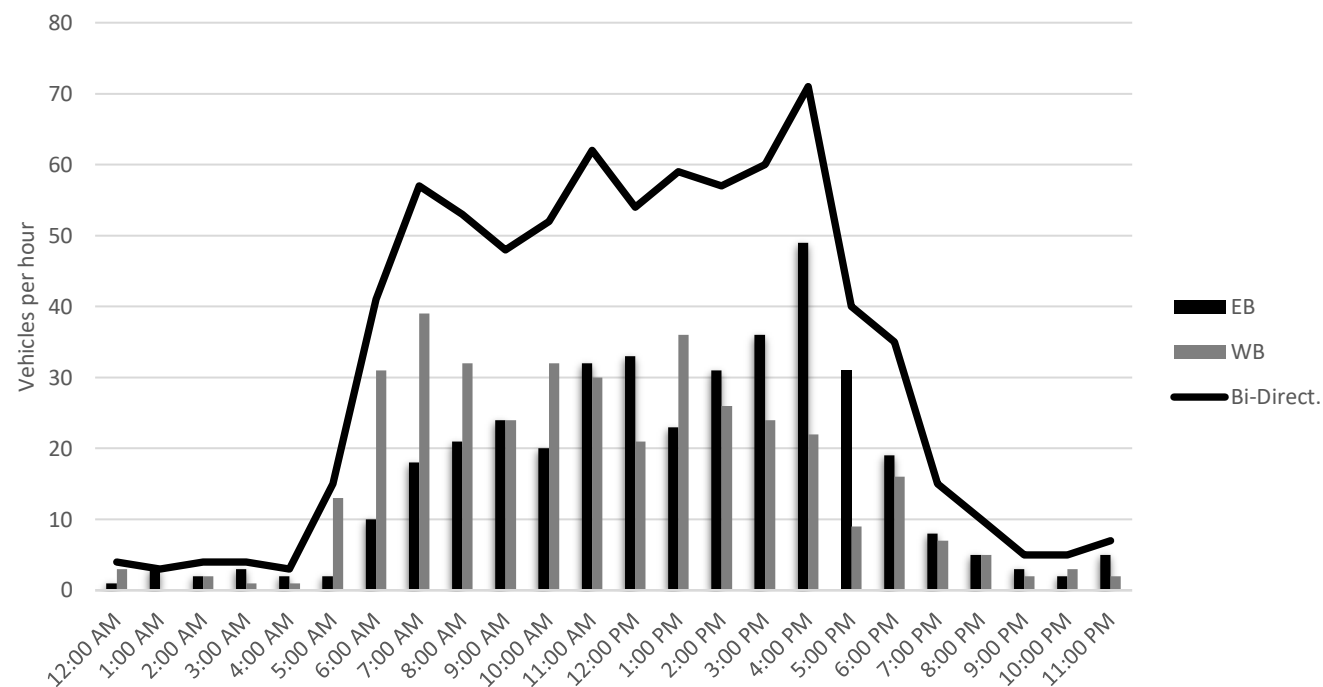
Site Driveway

START TIME	Eastbound				Westbound				Totals		
	0:00	0:15	0:30	0:45	0:00	0:15	0:30	0:45	EB	WB	Bi-Direct.
12:00 AM	0	0	0	1	2	1	0	0	1	3	4
1:00 AM	0	1	1	1	0	0	0	0	3	0	3
2:00 AM	1	1	0	0	1	1	0	0	2	2	4
3:00 AM	0	1	1	1	0	0	0	1	3	1	4
4:00 AM	1	0	1	0	0	0	0	1	2	1	3
5:00 AM	0	1	0	1	2	3	1	7	2	13	15
6:00 AM	3	3	2	2	5	11	7	8	10	31	41
7:00 AM	3	5	6	4	9	9	13	8	18	39	57
8:00 AM	7	2	5	7	11	9	9	3	21	32	53
9:00 AM	5	5	7	7	8	4	8	4	24	24	48
10:00 AM	6	5	6	3	10	6	6	10	20	32	52
11:00 AM	6	9	8	9	10	10	4	6	32	30	62
12:00 PM	12	4	4	13	3	6	6	6	33	21	54
1:00 PM	8	5	3	7	11	8	7	10	23	36	59
2:00 PM	6	6	10	9	5	4	9	8	31	26	57
3:00 PM	4	10	14	8	6	5	8	5	36	24	60
4:00 PM	11	11	13	14	5	5	7	5	49	22	71
5:00 PM	9	7	9	6	2	5	1	1	31	9	40
6:00 PM	7	4	4	4	6	5	2	3	19	16	35
7:00 PM	3	1	2	2	2	4	1	0	8	7	15
8:00 PM	2	1	1	1	1	2	1	1	5	5	10
9:00 PM	1	0	1	1	0	2	0	0	3	2	5
10:00 PM	1	1	0	0	1	0	2	0	2	3	5
11:00 PM	2	2	1	0	1	0	1	0	5	2	7

7:15 AM	8:15 AM
4:00 PM	5:00 PM
4:00 PM	5:00 PM
7:15 AM	8:15 AM

Highest By Direction (WB):

EB	WB	Bi-Direct.
383	381	764
22	41	63
49	22	71
49		
	41	



TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
SECTION 2B.07 - MULTI-WAY STOP - TRAFFIC VOLUME WARRANT (WARRANT C)

	MAJOR STREET APPROACHES			MINOR STREET APPROACHES		
	<u>HILL COUNTRY DRIVE</u>			<u>HOSPITAL DRIVEWAY</u>		
	NB	SB	TOTAL	EB	WB	TOTAL
6:00 AM	56	28	84	10	0	10
7:00 AM	119	84	203	18	1	19
8:00 AM	80	72	152	21	2	23
9:00 AM	79	70	149	24	3	27
10:00 AM	61	99	160	20	4	24
11:00 AM	84	101	185	32	5	37
12:00 PM	91	132	223	33	6	39
1:00 PM	94	99	193	23	7	30
2:00 PM	73	102	175	31	8	39
3:00 PM	70	109	179	36	9	45
4:00 PM	67	143	210	49	10	59
5:00 PM	50	135	185	31	11	42
6:00 PM	37	50	87	19	12	31
7:00 PM	27	39	66	8	13	21
8:00 PM	13	28	41	5	14	19

WARRANT C1. and C2.

HOURS MAJOR STREET APPROACH VOLUME >300 VEH. PER HOUR (SUM OF BOTH APP.) = 0
HOURS MINOR STREET APPROACH VOLUME >200 VEH. PER HOUR (SUM OF BOTH APP.) = 0

WARRANT C3. (@ 70%, if speed is >40 mph)

HOURS MAJOR STREET APPROACH VOLUME >210 VEH. PER HOUR (SUM OF BOTH APP.) = 0
HOURS MINOR STREET APPROACH VOLUME >140 VEH. PER HOUR (SUM OF BOTH APP.) = 0



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

SUBJECT: Amendments to the Ethics Policy for Elected and Appointed Officials – City of Kerrville, Texas

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/18/2018

SUBMITTED BY: Delayne Sigerman

EXHIBITS: Proposed Amendments
Current Ethics Policy for Elected and Appointed Officials

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

Councilmember Sigerman requested a review, discussion, and possible amendments to the Ethics Policy.

RECOMMENDED ACTION:

Consider amendments.

Ethics Policy for Elected and Appointed Officials – City of Kerrville, Texas
Proposed Amendments

IV. Standards of Conduct

D. Respect for Process: City Officials shall perform their duties in accordance with the processes and rules of order established by the City Council, which govern the public deliberations of policy issues, meaningful public involvement of the public, and implementation of policy decisions of the City Council by City staff.

If a matter or subject is currently pending action by the City Council by having been publicly posted on an agenda or been previously acted upon or heard by the City Council within the last 30 days, then no member of the City Council may convene a public gathering on this same matter or subject without the public gathering being properly posted by the City Secretary at least 72 hours in advance so that the public in general and other City Council members are given notice and an opportunity to attend. This requirement does not apply to informal gatherings called by individual City Council members to update citizens or constituents about general items of interest about a variety of current events and activities of the City and to receive questions and requests.

ETHICS POLICY

for Elected and Appointed Officials - City of Kerrville, Texas

I. Purpose.

City Council has adopted this Ethics Policy as a way to encourage and ensure the highest standards of personal and public conduct during tenure in office. Adherence to this Policy will help maintain confidence and trust in the representatives and decision-makers for the City of Kerrville, Texas (“City”), each of whom must remain independent, impartial, and accountable to the citizens and businesses that they serve. In addition to this Policy, elected and appointed officials must adhere to state laws, the City Charter, and other City policies, which govern their conduct.

II. Goals.

The goals of this Policy are that both Councilmembers and City Officials:

- A. comply with both the letter and spirit of the laws and policies affecting the operations of government;
- B. remain independent, impartial, and fair in their judgment and actions; and
- C. use their respective office or position for the public good and not for personal gain.

III. Definitions.

The following terms when used in this Policy have the following meanings:

Board means a board, commission, or committee of the City, in whatever form and whether advisory or nonadvisory and temporary or permanent.

City Council means the legislative and governing body of the City consisting of the mayor and councilmembers.

City Official means City Council and any appointed member of a Board.

IV. Standards of Conduct.

A. *Act in the Public Interest:* Recognizing that stewardship of the public interest must be their primary concern, City Officials shall work for the common good of the whole City and not for any private or personal interest. Furthermore, each City Official shall assure fair and equal treatment of all persons and matters presented to them in their service to the City. City Officials are prohibited from using their positions to influence any City-government decision in which they have a personal interest. Under the City Charter, City Council assumes the duties of office without party or partisan mark or designation.

B. *Comply with Laws*: City officials shall comply with the laws of the nation, the State of Texas, and the City in the performance of their public duties. These laws include the United States and Texas constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, open government; and the City Charter, ordinances, and policies. City officials acknowledge that most information created by a City Official, regardless of whether it is created on a personal electronic device or with a personal email account, is subject to public disclosure under the Texas Public Information Act.

C. *Civility*: The professional and personal conduct of City Officials must be above reproach and avoid even the appearance of impropriety. City Officials shall refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of the public or other City Officials and employees. Each Official should strive to promote and maintain courtesy, civility, and collegiality.

D. *Respect the Process*: City Officials shall perform their duties in accordance with the processes and rules of order established by the City Council, which govern the public deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

E. *Meeting Attendance*: City Officials are obligated to attend meetings and come prepared with an awareness and a fairly good and well-informed understanding of the agenda issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. City Officials shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or to otherwise interfere with the orderly conduct of meetings, all of which is in accordance with Council's applicable meeting rules and procedures.

F. *Meeting Preparation*: Where a question arises during the preparation for meetings and with the goal of making meetings as efficient as possible, City Officials should submit their question to the appropriate staff person for research and response prior to the meeting. The question and response may certainly be discussed during the upcoming meeting. In the case of City Council, the question should be submitted to the City Manager.

G. *Decisions Based on Merit*: City Officials should review the agenda material, participate in public discussion, and base all decisions on the merits and substance of the matter at hand.

H. *Communication*: Prior to taking final action on a matter under consideration, City Officials shall publicly share any substantive information, which they may have received from sources outside the public decision-making process that is relevant to such action by the Council or Board. Where a City Official cites to a document or information that is received through independent research or study, the City Official should provide a copy of such document to the other City Officials, or at a minimum, provide the citation to where the information may be found.

I. *Strict Confidentiality*:

1. In the course of performing official duties, City Officials may, and City Council will, be privy to confidential information, defined as any information that the City Official is notified is confidential at the time it is shared with the member or that a reasonable person would understand to be confidential from the totality of the circumstances surrounding how the member is made aware of the information. Every City Official shall maintain the strictest confidentiality of all such information received, regardless of whether said information is discussed in an Executive Session. No City Official shall divulge or cause or permit to be disclosed any confidential information to any person not included in the communication by which the City Official received the confidential information.

2. Legal counsel from and matters discussed with the City Attorney are confidential and legally protected by the attorney-client privilege. This privilege belongs to the entire City Council or Board and may be waived only by majority vote of the Council or Board. No member of Council or Board member shall divulge or disclose any such privileged matter unless the Council or Board has voted to waive the privilege.

J. Conflicts of Interest and Disclosure: City Officials shall familiarize themselves and adhere to the following conflicts of interest and disclosure statutes and principles:

1. Ch. 171, Tx. Local Gov't Code – requires City Council and some City Officials to file an affidavit disclosing a substantial interest in a business or property that would be beneficially affected by a decision of the Council or Board and thereafter abstaining from participation in discussion and a vote. Once disclosure is made, the City Official shall leave the meeting to ensure their presence does not hinder the discussion of the item or influence the vote.

2. Ch. 176, Tx. Local Gov't Code – requires City Council to file a conflicts disclosure statement disclosing any business relationship with a person or business doing business with the City or being considered by the City for a business relationship.

3. Section 176.003(a)(2)(B), Tx. Local Gov't Code – requires the disclosure of gifts of an aggregate value of more than \$250.00 in a twelve (12) month period, other than gifts of food, lodging, transportation, or entertainment and accepted as a gift.

4. Sections 553.001-553.003, Tx. Gov't Code – requires the filing of an affidavit before the date the City will acquire a property in which a public servant has an interest.

5. Chs. 36 and 39, Tx. Penal Code – penal Code provisions concerning corruption, including Section 36.02 prohibiting bribes, Section 36.08(d) prohibiting illegal benefits, Section 36.09 prohibiting receipt of prohibited gifts, Section 39.02 concerning abuse of official capacity, and Section 39.06(a) concerning misuse of official information.

K. Advocacy: City Officials shall not utilize the City's name or logo for purposes of endorsing any political candidate or business. City Officials shall only represent the official policies or positions of the City Council or Board to the best of their ability, and such representation may only occur upon receiving the specific approval of City Council or Board. When presenting

their individual opinions and positions, City Officials shall explicitly state they do not represent their body or the City nor will they allow any inference that they do.

L. Confidential Information: City Officials shall respect the confidentiality of information concerning City property, personnel, or proceedings of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal interests.

M. Use of Public Resources: City Officials shall not use public resources generally unavailable to the public, such as City staff time, equipment, supplies, or facilities for private gain or personal purposes.

N. Representation of Private Interests: In keeping with their role as stewards of public interests, City Officials shall not appear on behalf of private interests of third parties before the Council or Board.

O. Policy Role of City Officials: City Officials shall respect and adhere to the City's governmental structure as outlined in the City's charter, policies, and procedures. In this structure, the City Council determines the policies of the City with information, analysis, and advice provided by the public, Boards, and staff. City Officials therefore shall not interfere with the administrative functions of the City or the professional duties of the City staff; nor shall they impair the ability of staff to implement Council policy decisions.

P. Independence of Boards: Because of the value of the independent advice of Boards to the public decision-making process, City Officials shall refrain from using their position to unduly influence the deliberations or outcomes of Board proceedings.

Q. Positive Workplace Environment: City Officials shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses interacting with the City. City Officials shall recognize their special role in dealing with City employees and refrain from creating the perception of inappropriate direction to staff.

V. Implementation.

As an expression of the expected standards of conduct for City Officials, the Policy is self-enforcing. It therefore is most effective when City Officials are thoroughly familiar with it and embrace its provisions. Ethical standards will be included in the orientation for new Councilmembers and new Board members. City Officials entering office must sign the attached statement affirming that they have read, understood, and agree to follow this Policy. City Council shall periodically review this Policy and consider any revisions.

VI. Compliance and Enforcement.

The Policy expresses standards of ethical conduct expected for City Officials. City Officials have the primary responsibility to assure that ethical standards are understood and met and that the public maintains full confidence in the integrity of City government. Councilmembers, as well as Board members, have the responsibility to intervene when a City Official's actions appear to be in

violation of the Policy and such actions or inactions are brought to their attention. The City Council may impose sanctions, such as reprimand, formal censure, or loss of assignment on a City Official whose conduct does not comply with this Policy. The City Council also may act to remove members of Boards from office.

STATEMENT OF COMMITMENT
Ethics Policy for Elected and Appointed Officials - City of Kerrville, Texas

As a member of the Kerrville City Council or a City board, commission, or committee, I agree to uphold the Policy and conduct myself by the following model of behavior. I will:

- Recognize the worth of City Officials and employees and appreciate their individual talents, perspectives, and contributions;
- Help create an atmosphere of respect and civility where the public, City Officials, and City staff are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of the City;
- Treat all people with whom I come in contact in a manner I wish to be treated.

I affirm that I have read and that I understand, accept and support the Policy.

Name; Position; Council, Board, etc.

Signature

Date



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

SUBJECT: Amendments to the Procedural Rules for Meetings of the Kerrville City Council

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/18/2018

SUBMITTED BY: Delayne Sigerman

EXHIBITS: Proposed Procedural Amendments
Current Procedural Rules for Meetings Kerrville City Council

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

Councilmember Sigerman requested a review, discussion and possible amendments to the Procedural Rules for Meetings of the Kerrville City Council.

RECOMMENDED ACTION:

Consider amendments to the Procedural Rules for Meetings of the Kerrville City Council.

Procedural Rules for Meetings, Kerrville City Council
Proposed Amendment

Rule 7.5 Council Liaisons; attendance at board meetings.

(c) A Councilmember may attend a board or commission meeting in their capacity as a councilmember, but should not participate in the discussion or deliberation so as to avoid any undue influence or an issue of due process, unless invited to do so by the chairperson of the board and/or commission holding the meeting.

PROCEDURAL RULES FOR MEETINGS

KERRVILLE CITY COUNCIL

SECTION ONE. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

SECTION TWO. TIME AND PLACE OF MEETING

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

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

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

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

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

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

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

SECTION THREE. AGENDA

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

Rule 3.2. Consent Agenda. In preparing an agenda, the City Secretary may separately designate items as “Consent Agenda” which may be acted upon by the Council under Rule 6.5. The “Consent Agenda” shall consist of routine items, which in the City Secretary’s determination, may be appropriately considered as a group, without separate discussion, at the Council meeting. Any item listed on the consent agenda may be removed by a member of Council or upon a request by staff or a member of the public.

Rule 3.3. Agenda Requests from Public. Any person wishing to have a matter heard at a City Council meeting shall make a written request, including via email, to the City Manager or City Secretary. The request shall contain a short summary statement of the proposed presentation and

be submitted before 5:00 p.m. Monday, the eighth day preceding such meeting. Once the person's request has been placed on an agenda, neither that person nor anyone else may submit the item, or an item concerning a similar subject matter, for placement on an agenda for a period of 1 year unless the item was postponed to a future meeting or a Councilmember makes a written request for placement. This rule does not apply to the right to appeal or petition Council pursuant to City ordinance or other law.

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

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

Rule 4. Conduct of Meetings

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

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

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

Rule 4.4. Control of Discussion. The presiding officer shall control discussion of the Council on each agenda item to assure full participation in accordance with these rules, the City Charter and the Code of Ordinances. The presiding officer will preserve order and decorum, preventing the impugning of any member's motives or other personal comment not relevant to the orderly conduct of business. The presiding officer shall request that all speakers keep comments brief and relevant to the question before the Council. All persons present in the meeting room should eschew abusive, rude or inappropriate conduct. See Chapter 38 and Section 42.05 of the Texas Penal Code regarding the "hindering" or "disrupting" of official proceedings.

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

Ordinances and resolutions shall be introduced only in written form.

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

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

In the absence of the objections of the presiding officer or a majority of Council, by consensus or vote, which would prevail, the Council may vary the standard procedure. Informal voting by voice or a show of hands shall be used at the discretion of the presiding officer, unless a Councilmember requests a roll call vote or a roll call vote is otherwise required by state law. In case of a tie, the motion fails.

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

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

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

Rule 4.9. Call for Vote. At the conclusion (or closure) of debate or discussion, the presiding officer shall call for a vote, provided however, a majority of the Council present may require a vote at any time.

SECTION FIVE. CITIZEN PARTICIPATION

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

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

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

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

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

SECTION SIX. COUNCIL ACTION

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

be considered. Any Member of the Council can make an amendment to a motion. With a second, the amended motion is then voted on.

Rule 6.2. Motion to Reconsider. Except in case of a tie vote, a motion to reconsider may be made but only by a Councilmember who was on the prevailing side in the original action. This type of motion may only be made at the same meeting when the subject is considered. Rule 4.5 does not apply to this process.

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

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

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

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

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

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

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

SECTION SEVEN. MISCELLANEOUS

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

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

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

Rule 7.2. Point of Order. A Councilmember may make a point of order to draw attention to a violation of these rules, such as the irrelevance or continued repetition of a speaker. Such action is not to be made because of disagreement over the subject matter of the discussion or an opinion. A point of order may be made at any point during a meeting and it may interrupt the pending discussion, takes precedence over that discussion or any other motion, and must be decided before any other discussion or action occurs. Following a point of order, the presiding officer shall immediately stop the discussion, acknowledge the point of order, and allow the Councilmember who raised it the opportunity to state the basis thereof. No debate concerning the point of order is permitted beyond a fair, reasonable clarification of the applicable rule. After hearing the basis upon which the point of order is made, the presiding officer must rule immediately subject to conferring with relevant authorities about the validity of the raised issue. The presiding officer may dispute the point of order, accept it and apply or comply with the applicable rule, or not accept the order. If a Councilmember believes that the ruling given by the presiding officer is incorrect, then a Councilmember may make the procedural motion “dissenting from the chair’s ruling.” This motion must then be seconded and put to the vote without debate. The result of the vote will determine whether the ruling is upheld or reversed.

Rule 7.3. Suspension of Rules. These rules or any part hereof may be suspended for a specific purpose or any single meeting by consensus of Council or pursuant to majority vote. This does not apply to those rules directly mentioned in the City Charter or other sections of the Code of Ordinances.

Rule 7.4. Informal Requests. A Member of the Council, before or during the consideration of any matter, or in the course of a hearing, may request and receive information, explanations or the opinions of the City Manager or City Attorney.

Rule 7.5. Council Liaisons; attendance at board meetings.

- (a) A Councilmember serving as an ex-officio member of a City board and/or commission will act to relay Council actions concerning board and/or commission items and to report back to Council. Where a board or commission does not include a Councilmember as an ex-officio member, the City Manager will work with staff to provide regular reports to Council regarding board or commission proceedings.
- (b) Council Liaisons should also abide by the rules and procedures for meetings of the board and/or commission meeting they are attending. Ex-officio members will be appointed by Council with consideration given to applicable expertise.
- (c) Unless authorized to do so by Council, a Councilmember should not attend a board or commission meeting in their capacity as a councilmember so as to avoid any undue influence or an issue of due process. A Councilmember may attend a board or commission meeting where they have a personal interest in an issue before the board or commission, such as attending a Planning and Zoning Commission meeting for property that he or she owns and that is subject to a zoning change.

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



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

SUBJECT: Resolution No. 29-2018 confirming and reconstituting the Mayor's Youth Advisory Council as the Kerrville Youth Advisory Committee to include providing its purpose, membership, roles, and responsibilities.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/19/2018

SUBMITTED BY: Stuart Cunyus

EXHIBITS: Kerrville Youth Advisory Committee - Bylaws

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
NA	NA	NA	NA

PAYMENT TO BE MADE TO: NA

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

These Bylaws are intended to provide a framework for the organization and the set-up of the Kerrville Youth Advisory Committee ("KYAC"), its actions, and agenda.

RECOMMENDED ACTION:

Approve Resolution No. 29-2018.

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KERRVILLE YOUTH ADVISORY COMMITTEE – BYLAWS (Adopted 7/24/18 via Reso. No. 29-2018)

ARTICLE I. INTENT

These Bylaws are intended to provide a framework for the organization and set-up of the Kerrville Youth Advisory Committee ("KYAC"), its actions, and agenda.

ARTICLE II. LOCATION

The principal location of KYAC shall be at City Hall, 701 Main Street, Kerrville, Texas 78028.

ARTICLE III. PURPOSE, MISSION, AND GOALS

- A. Purpose.** KYAC is advisory in nature for the purpose of providing participation and input from a youthful point of view to the City Council as to community affairs and issues. KYAC is also intended to highlight and encourage public service opportunities for community youth and to empower this youth to become active members in their community, and inspiring them to consider and participate into the future of the City of Kerrville and this community.
- B. Mission.** KYAC serves Kerrville through community participation, taking initiatives directed toward effective change that benefits local youth and provides positive community impact through organized participation in various City-sponsored activities and other events.
- C. Goals.** The goal of Council in creating KYAC is to help develop youth leaders committed to learning about local government and roles they have on it; make a difference in the community and the lives of youth; recognize and use their opinions and voices; and represent the youth within the City. To accomplish their goals, KYAC will have access to City leaders and will work actively with them to create a shared vision of a Kerrville that values its youth and helps establish a community-wide initiative that reinforces positive behaviors and attitudes among all Kerrville youth.

ARTICLE IV. MEETINGS

- A. Regular Meetings.** KYAC shall hold a minimum of 9 regular meetings during the calendar year, generally following the school calendar from September through May. Regular meetings shall generally be held on the second Thursday of the month with start times no earlier than 4:00 PM.
- B. Special Meetings.** KYAC may hold a special meeting(s) for any purpose(s), as called by the staff liaison based upon input from KYAC members.

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- C. Notice of Meeting.** All meetings must comply with the Texas Open Meetings Act. Announcements of meetings and other events will be made through email to all members. All members either personally, by email, or by telephone, shall notify the staff liaison of his/her attendance at each KYAC meeting or event as soon as possible following the receipt of the meeting notice.
- D. Quorum.** A majority of existing members shall constitute a quorum, which is necessary for holding and conducting a meeting. If less than a quorum of such members is present at a meeting, the chair, presiding officer, or staff liaison cancel the meeting. A majority of the members comprising a quorum is required for KYAC to take action upon any item set forth on the agenda.
- E. Agenda.** Anyone, including a member of the public, may request a topic to be placed on a meeting agenda. Any person wishing to have a matter heard by KYAC must make a written request (agenda bill) containing a summary statement of the proposed presentation to the staff liaison or Chair before 5:00 p.m. on the sixth day preceding said meeting. The staff liaison is responsible for submitting the agenda to the City Secretary to be posted at least seventy-two (72) hours before the meeting.
- F. Conduct of Meeting.** KYAC meetings shall be conducted in accordance with the Kerrville City Board Procedural Rules and other rules, procedures, and policies applicable to KYAC and its members.
- G. Control of Discussion.** The Chair shall control discussion on each agenda item to assure full participation of all members to make certain discussions are confined and focused on subjects listed on the agenda. The Chair will preserve order and decorum, preventing the impugning of any member's motives or other personal comments not related to the orderly conduct of business. The Chair shall request that all speakers keep comments brief and relevant to the agenda subject and should not allow abusive, rude, or inappropriate conduct by any member. Anyone speaking, including a KYAC member, may speak only after being recognized by the Chair, will limit his/her remarks to the subject at hand, and shall not be interrupted except by the Chair to enforce these rules.
- H. Voting.** All items requiring a vote shall be moved by a KYAC member. Each motion requires a second by another KYAC member in order to be considered. At the conclusion (or closure) of debate or discussion, the Chair shall call for a vote; however, if the Chair fails to call for a vote, a majority of the members present may require a vote. Voting by voice or by a show of hands shall be used unless a member requests a roll call vote. A resolution of KYAC shall be adopted by a motion and carried by a majority vote. In case of a tie, the motion fails. A motion must be voted on or withdrawn before another motion can be considered. No member may be excused from voting on any matter except when such member

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has a conflict of interest as defined by state law. Any KYAC member refusing to vote, and not excused from voting due to a conflict of interest, shall be considered in violation of these rules and will be recorded in the minutes as voting in the affirmative of the motion. If a member continues to choose not to vote on matters brought before KYAC, the City Council may consider further action. The staff liaison has the responsibility of reporting a member's non-voting to the City Council in writing, and the staff liaison shall notify the member in writing that his/her conduct has been reported to City Council.

- I. **Minutes.** The actions taken by KYAC and a brief summary of the discussion of each topic shall be compiled into written minutes, which shall be reviewed and approved by KYAC at a subsequent meeting. The Secretary shall record the name of the KYAC member making each motion and the corresponding second to the motion. After approval of the minutes, the Chair shall sign the minutes and the staff liaison will forward the original signed minutes to the City Secretary who will maintain a file of the official minutes.
- J. **Attendance.** Attendance at regular meetings is critical to the success of the KYAC to ensure each meeting has a reflective representation of the teen community in Kerrville. All applicants for membership on KYAC should familiarize themselves with KYAC's meeting schedule. In order to be fully aware of issues before KYAC, it is imperative that members are faithful in their attendance at meetings. Any member who is absent from twenty-five percent (25%) of KYAC's regular meetings, or who is absent from any three (3) consecutive regular meetings without explanation or valid regrets, may be considered for removal by the City Council. The staff liaison must report a member's non-attendance to the City Council in writing and the staff liaison shall notify the KYAC member in writing that his/her non-attendance has been reported. However, a member whose absences are directly related to a school activity or medical or family emergency may seek to qualify such absences as excused. Regrets should be sent as early as possible to the staff liaison. Failure to notify will result in an unexcused absence.
- K. **Public Participation.** Comments and suggestions by the public are highly valued. Those members of the public speaking on the items both on the agenda and not on the agenda are limited to three minutes. A person may speak only once on any agenda item. However, anyone placing an item on the agenda will be allowed ten minutes. Time limitations of this rule may be extended by the consent of a majority of KYAC.
- L. **REPORTS TO CITY COUNCIL.** KYAC shall provide a minimum of two (2) reports to City Council each year regarding their activities.

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ARTICLE V. COMMITTEE PROJECTS/SPECIAL EVENTS

Based on the purpose, mission, and goals of KYAC, KYAC shall establish its priorities at the beginning of each school year and develop a work program with which to focus its attention. Additionally, KYAC may address issues referred to it by others. KYAC shall consult with the staff liaison regarding all matters and the corresponding work plan.

ARTICLE VI. MEMBERSHIP

- A. Number of Members.** KYAC shall consist of a maximum of fifteen (15) members.
- B. Eligibility.** Each KYAC member must be attending high school, public, private, or homeschool, grades nine (9) through twelve (12), and reside within Kerr County.
- C. Term of Office.** The minimum term of office is one school year (September to June). Once appointed, a KYAC member may be considered for reappointment for the duration of their high school enrollment. Much of KYAC's success hinges on the experience and guidance of returning members. In May, at the completion of each school year, the staff liaison may recommend to the City Council the reappointment of active and contributing KYAC members. Students may choose not to reapply due to competing priorities.
- D. Vacancies.** Where a vacancy occurs, City Council may appoint a replacement.
- E. Removal.** A KYAC member may be removed from KYAC by City Council at any time and for any reason.
- F. Compliance with City Policy.** KYAC shall comply with all City rules, procedures, and policies applicable to KYAC and its members.
- G. Other Members.** The Mayor will be an ex-officio member of KYAC and a City staff member will serve as a staff liaison to KYAC.

ARTICLE VII. OFFICERS

- A. Officers.** KYAC officers will consist of a Chair, Vice-Chair, and Secretary.
- B. Chair.** The function of the Chair is to provide leadership to the group, including:
 - ensure meetings are conducted in accordance with the Open Meetings Act and the Kerrville City Board Procedural Rules;
 - help prepare meeting agendas with the assistance of the staff liaison;
 - motivate other KYAC members and recognize each member's contribution to KYAC;
 - with guidance from the staff liaison and consideration of KYAC, delegate appropriate tasks or responsibilities to individual KYAC members;
 - network with student councils and other youth organizations;

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- make presentations to City Council with assistance of other members and staff liaison;
- represent KYAC at events or other meetings where the KYAC's attendance is requested or appropriate;
- call additional meetings in consultation with the staff liaison as necessary; and
- lead workshops and public meetings as required.

C. Vice-Chair. Responsibilities of the Vice-Chair:

- perform duties of Chair in his/her absence;
- oversee all work of KYAC and foster a positive line of communication with members; and
- supervise member attendance at respective meetings in consultation with the Chair and staff liaison.

D. Rights of Chair or Those Acting as Such. The Chair, Vice-Chair, or presiding officer retain all rights and privileges of a KYAC member, including the making of and seconding of a motion, participating in discussion, and voting on any matter before KYAC.

E. Absence of the Chair and Vice-Chair. In the absence of the Chair and Vice-Chair, the remaining members may appoint a member as the presiding officer provided a quorum of KYAC is in attendance. The presiding officer shall vacate those duties upon the presence of the Chair or Vice-Chair.

F. Secretary. Responsibilities of the Secretary:

- take minutes of all KYAC meetings consisting of motions made, who makes and seconds, and resulting vote;
- provide copies to the City Secretary and staff liaison; and
- mark attendance of members at meetings and events.

G. Other Officers. KYAC may elect other officers from among its membership. A member may serve in only one position at a time.

H. Election of Officers. Elections will be held each year to determine leadership of KYAC. Unless City Council appoints a Chair, KYAC shall elect the Chair by a majority vote of its members. Nominations will be collected during the first meeting of each term. Each nominee will have two (2) to three (3) minutes to speak about what makes him/her the best candidate for the office and why he/she should be elected. A written vote will be taken on an official ballot. All KYAC members will be allowed to vote once for each office, even if they are a nominee. Ballots will be collected and counted by the staff liaison. The nominee with the most votes will be elected to the leadership role. In the event of a tie, KYAC members shall recast their vote for the two members receiving the most number of votes. If a tie exists after the second recasting of votes, the election will be postponed until the remaining leadership positions are elected. A vote of the elected officers will break any remaining tie.



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

SUBJECT: Recovery Community Coalition (RCC) Annual Presentation.

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/12/2018

SUBMITTED BY: Dannie Smith, RCC Staff Liaison

EXHIBITS: None

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

On November 8, 2016, Resolution No. 26-2016 created the Recovery Community Coalition. The purpose of the Coalition is to enhance the opportunities for the recovery community to become fully integrated into the fabric of Kerrville. One of the requirements listed in the powers and duties require the Coalition to report on an annual basis, or more frequently as deemed proper by the Coalition or City Council, their conclusions, achievements, ideas, desires, and plans to the City Council. On July 24, 2018, Dale Trees, Chairperson of the Recovery Community Coalition, will present the 2018 Annual Report to the Kerrville City Council.

RECOMMENDED ACTION:

No action required, information only.



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

SUBJECT: Annual report from Playhouse 2000, Inc. (P2K).

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/18/2018

SUBMITTED BY: E.A. Hoppe
Deputy City Manager

EXHIBITS: None

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	D - Downtown Revitalization	
Guiding Principle	D4 - Encourage and program Downtown public events and create more gathering places that promote and enhance Downtown as an arts, culture and music center	
Action Item	N/A	

SUMMARY STATEMENT:

The Executive Director of Playhouse 2000, Inc. will provide a report regarding activities, programming, and operations at the Kathleen C. Cailloux Theater.

RECOMMENDED ACTION:

Information only; no action required.



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

SUBJECT: Appointment to Recovery Community Coalition

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/17/2018

SUBMITTED BY: Brenda Craig, City Secretary

EXHIBITS: Board Sheet

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

Consider appointment to the following board:

Recovery Community Coalition: One term to expire December 31, 2018, due to the resignation of Ross Robinson.

RECOMMENDED ACTION:

Make appointment to the Recovery Community Coalition.

RECOVERY COMMUNITY COALITION

	<u>Telephone</u>	<u>Appt. Date</u>	<u>Exp. Date</u>
(8) TREES, DALE Chairperson 115 Plaza Dr. #2007	928-5420 (H) 238-4222 (W) Ext. 510	1-10-17	12-31-18
(4) DRIGGERS, SHAWN 613 Wheless Ave.	285-4536 (H) 895-5969 (W)	01-10-17	12-31-19
(4) ELDER, DAWN 14189 River Vista N. San Antonio, TX 78216	210-289-8662	02-13-18	12-31-19
(5) FITZPATRICK, LEIGH ANN 1920 Weston Loop	956-371-5095 (H) 258-5288 (W)	03-13-18	12-31-18
(3) GEISLER, BLAIR 381 A Guadalupe St.	713-972-5001 (C)	01-10-17	12-31-19
(2) GODWIN, LAURA 312 Lytle St.	214-293-7353 (H)	01-10-17	12-31-18
(1) LEICHT, CECIL CODY 134 Loop 13	377-4451 (H)	09-12-17	12-31-18
(8) McCARRICK, CAROL 119 Fawn Ridge Trail	257-9487 (H) 238-4222 Ext. 363	09-12-17	12-31-19
(6) PAUTLER, STEVE 113 Los Cedros Loop	258-7054 (W)	01-10-17	12-31-19
(4) RICHNER, CLAUDIA 3864 Rock Barn Dr.	816-532-0078 (H)	01-10-17	12-31-19
(7) VACANT			12-31-18
(3) STOLPMAN, RICHARD 115 Plaza Dr. #205	777-9153 (H) 320-304-0736 (C)	01-10-17	12-31-19
(9) SUMMERLIN, MARY ELLEN 105 Turnberry Circle	459-8551(C) 895-7982(H)	05-23-17	05-31-18
(9) VOELKEL, VINCENT	257-3313 (W)	05-23-17	05-31-18

212 Clay Street

370-4874 (C)

(8) YOUNG, KENDALL
3509 La Cumbre Dr.

257-2212 (W)
377-5911 (H)

2-13-18

12-31-19

Purpose:	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.
Qualifications:	At least one member from each of the following, but any of which may include more than one member: <ul style="list-style-type: none">(1) owner of a male boarding home facility with a valid permit issued by the City;(2) owner of a female boarding home facility with a valid permit issued by the City;(3) member of the recovering community;(4) citizen of Kerrville with interest in these issues;(5) representative of mental health support organizations such as Kerrville State Hospital;(6) representative of Peterson Health;(7) representative of Hill Country MHDD Centers;(8) representative from a residential addiction treatment facility located within Kerr County; and(9) two Councilmembers
Powers and Duties:	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 the 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.
Term of Office:	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.
Quorum:	Eight members
Number of Members:	Fifteen
Absences:	Any member who misses 25% of the regular meetings or three consecutive regular meetings may be replaced by City Council.
Meeting Time & Place:	Meetings are to be held every other Monday at 4:00 p.m., but at least once each calendar quarter in the upstairs conference room at City Hall.
Established by:	Resolution No. 26-2016
Revised Date:	March 20, 2018



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

SUBJECT: Appointment to Planning & Zoning Commission

AGENDA DATE OF: 7/24/2018

DATE SUBMITTED: 7/17/2018

SUBMITTED BY: Brenda Craig, City Secretary

EXHIBITS: Board Sheet

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

Consider appointment to the following board:

Planning & Zoning Commission: One term to expire January 1, 2020, due to the resignation of Michael Sigerman.

RECOMMENDED ACTION:

Make appointment to the Planning & Zoning Commission.

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
VACANT				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
JONES, DAVID THOMAS 207 Lakewood	257-5635 (H) 210-289-5483 (C)	12-13-16	01-09-18	01-01-20
<u>ALTERNATES:</u> MORGAN, WILLIAM 1744 Glen Road	257-6263 (H) 739-9655 (C)	06-12-18		01-01-19
BYROM, TRICIA 605 Overhill Drive	267-1668 (H)	06-12-18		01-01-20

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

Revised: May 24, 2018