

KERRVILLE CITY COUNCIL AGENDA
REGULAR COUNCIL MEETING, AUGUST 14, 2018, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION:

Offered by Vincent Voelkel, Councilmember Place One.

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 to Brenda Craig, City Secretary, for her retirement after 37 years of service.

Attachments:

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

[Certificate of Recognition-Brenda.pdf](#)

3.B Proclamation proclaiming August 15, 2018 as Guard Team Day and recognition of the Kerrville Competitive Lifeguard Team for their accomplishments, and for winning the State Lifeguard Championships.

Attachments:

[Background for 2018_Guard_Team.docx](#)

[Proclamation-Lifeguard Day.pdf](#)

3.C Recognition of the 2018 UIL Class 3A Girls State championship Golf Team from Ingram Tom Moore High School.

Attachments:

[Certificate of Recognition Ingram Girls Golf Team.pdf](#)

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 City Council minutes for the regular meetings held on June 12, June 26, July 10, and July 24, 2018; and the workshops held on June 19, and July 23, 2018, and the joint meeting with the Convention and Visitor's Bureau held on July 12, 2018, and the Employee Benefits Trust meeting held on July 24, 2018.

Attachments:

[June 12, 2018.pdf](#)

[June 26, 2018.pdf](#)

[2018 0710.docx](#)

[2018 0724.docx](#)

[June 19, 2018 Budget.pdf](#)

[2018 0723 Budget.doc](#)

[July 12, 2018 CVB.pdf](#)

[2018 0724 employee benefit trust.doc](#)

4.B Resolution No. 31-2018 Designating the Kerrville Daily Times as the Official Newspaper for the City of Kerrville, Texas; providing authority for the City Manager to act as may be appropriate; providing for an effective date; repealing Resolution No. 35-2017 and any other Resolutions in conflict herewith.

Attachments:

[AB_Resolution 31-2018 Newspaper designation.docx](#)

[Resolution No. 31-2018.pdf](#)

4.C A User Agreement with Global Spectrum, LP for use of the Hill Country Youth Event Center for the 2019 Daddy Daughter Dance to be held on February 16, 2018.

Attachments:

[AB_HCYEC_User_Agreement_for_2019_Daddy_Daughter_Dance.docx](#)

[User Agreement for HCYEC for 2019 Daddy Daughter Dance.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: August 10, 2018 at 6:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

4.D Agreement with Premier Courts, LC, for resurfacing of tennis courts at the H-E-B Tennis Center, through the Texas Buy Board, in the amount of \$57,304.
Attachments:

[AB_Agreement_with_Premier_Courts_for_Resurfacing_of_Tennis_Courts.d
ocx](#)

[Agreement with Premier Courts for Tennis Courts Resurfacing.pdf
Exhibit A - Scope of Work.pdf](#)

4.E Construction contract with Champion Infrastructure, Inc. for the 2018 Crack Seal project in an amount of \$106,852.00.

Attachments:

[AB_2018_Crack_Seal_Construction_Award.docx](#)

[2018 Crack Seal_Received Bids.pdf](#)

[2018 Crack Seal_Street List.pdf](#)

END OF CONSENT AGENDA

5. PUBLIC HEARINGS:

5.A Public Hearing regarding the annexation of an approximate 5.335 acre tract of land, located within the William Watt Survey No. 65, Abstract No. 364, Kerr County, Texas, being generally located adjacent to State Highway 173, and part of the Comanche Trace Residential Subdivision, said tract also known as Comanche Trace Section 15; proposed zoning for the tract is Planned Development (Zoning) District to authorize single family residential.

Attachments:

[AB_Comanche_Trace_Ph_15-annexation-1st_PH.docx](#)

[Annex - Comanche Trace Phase 15 Map - v2.pdf](#)

5.B Public hearing regarding the annexation of an approximate 3.669 acre tract of land, located within the J.D. Leavell Survey No. 1862, Abstract No. 1435, Kerr County, Texas; being known as 884 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is the Gateway Zoning District.

Attachments:

[AB_884-Harper_Rd-annexation-1.docx](#)

[884_Harper_Rd-Location_Map.pdf](#)

5.C Public hearing regarding the annexation of an approximate 0.885 acre tract of land, being located within both the Jesus Hernandez Survey No. 548, Abstract No. 189 and the M.K. and T.E. Railway Co. Survey No. 1862, Abstract No. 1435, Kerr County, Texas, being known as 874 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is the Gateway Zoning District.

Attachments:

3

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Brenda Craig
City Secretary, City of Kerrville, Texas

[AB_874-Harper_Rd-annexation-1.docx](#)
[874_Harper_Rd-Location_Map.pdf](#)



5.D Public Hearing regarding the annexation of an approximate 59.09 acre tract of land, located within both the Joseph S. Anderson Survey No. 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290, Kerr County, Texas; being generally located adjacent to State Spur 98 (Thompson Road), addressed as 1515 Knapp Road S.), proposed zoning for the tract is 7-W Zoning District.

Attachments:

[AB_59_ac_Thompson_Dr_annexation-1.docx](#)
[Boundary Survey-59 Ac Annexation Tract-REV180806.pdf](#)
[Prelim Plat_revised.pdf](#)

6. PUBLIC HEARINGS AND ORDINANCES FIRST READING:

6.A Ordinance 2018-15 amending the City's "Zoning Code" by amending Article 11-I-3 "Definitions and Interpretations of Words and Phrases" and Articles 11-1-4 through 11-1-11 to amend the land use tables for various zoning districts to add "Parking Structure" and "Parking Lot, Stand Alone", as uses that are either permitted by right or as a conditional use within each specified district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars (\$2000.00); and ordering publication.

Attachments:

[AB_CUP_for_parking-zoning_code_amendment.docx](#)
[Ordinance No. 2018-15.pdf](#)
[Opposition Letters.pdf](#)

6.B CANCELLED: Public Hearing, Consideration and Action, Zoning Change – Public hearing, consideration and action concerning a zoning change request for 213, 215, 221 West Barnett Street, being lots 52, 53, and 54 Block 14 of Parsons Addition, from "R-1A" (Single Family Residential District) to "PDD" (Planned Development District).

Attachments:

[AB_213-221_Barnett_PDD Ord. 2018-16.docx](#)
[Land Use Tables PDD Famous Door.pdf](#)
[Location Map.pdf](#)
[aerial map.pdf](#)
[Project Summary.pdf](#)
[Exterior Views.pdf](#)
[support-letters-20180501.pdf](#)

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Opposing Letter.pdf

7. ORDINANCE, SECOND AND FINAL READING

7.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
Attachments:

[AB_Deleting Ch. 98 Telecommunications.docx](#)
[Ordinance No. 2018-14.pdf](#)

8. CONSIDERATION AND POSSIBLE ACTION:

8.A Interlocal Agreement for the Provision of Animal Services and Library Services
Attachments:

[AB Interlocal Agreement-Animal and Library Services.docx](#)

8.B A Joint Resolution No. 1-2018 of the City Council for the City of Kerrville, Texas, and Kerrville Public Utility Board wherein the City Council authorizes the City Manager to enter into a Solar Energy Ground Lease for the use of the City property; that KPUB acknowledges the Lease and that the City will assign its rights under and management of the Lease to KPUB; and that such property will be used to install, maintain, and operate a solar-powered electrical energy generating facility.

Attachments:

[AB_KPUB Solar Ground Lease_20180814.docx](#)
[Joint Resolution 1-2018.pdf](#)
[Solar Energy Ground Lease_CoK_080918 \(002\).docx](#)
[Memo-Mike Whittler.pdf](#)

8.C Fiscal Year 2019 (FY2019) budget for the City of Kerrville, Texas Economic Improvement Corporation.

Attachments:

[AB_EIC_Budget_20180814.docx](#)
[EIC Approved Budget FY19.pdf](#)

8.D Presentation of the Kerrville Economic Development Corporation and funding request to also include business plan and budget.

Attachments:

[AB_KEDC_Budget_and_Work_Program_20180814.docx](#)
[KEDC 2018-2022 Business Plan.pdf](#)
[KEDC Proposed Budget FY 18-19 7-12-18.pdf](#)

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8.E Official presentation of the FY2019 Proposed Budget and Resolution No. 32-2018 setting the proposed 2018 tax year ad valorem tax rate and calling a public hearing prior to the adoption of the FY2019 budget.

Attachments:

[AB_Budget Presentation and Resolution 32-2018.docx](#)

[Notice of Public Hearing on Proposed Budget.docx](#)

[FY2019 Proposed Budget Presentation.pdf](#)

8.F Resolution 34-2018 creating the City of Kerrville Code Review Committee pursuant to the City's adoption of the Kerrville 2050 Comprehensive Plan.

Attachments:

[AB Creating Appointing Code Review Committee.docx](#)

[Resolution No. 34-2018.pdf](#)

8.G City Council Procedural Rules for Meetings and Ethics Policy.

Attachments:

[AB_City Council Procedural Rules for Meetings and Ethics Policy.docx](#)

9. CITY MANAGER'S REPORT

No questions or discussion may occur without an item being specifically posted.

10. ITEMS FOR FUTURE AGENDAS

11. EXECUTIVE SESSION:

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

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

ADJOURNMENT.

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.

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RESOLUTION OF COMMENDATION

WHEREAS, Brenda Glenn Craig was born and raised in Kerrville, Texas and is a fifth generation Kerrvillian; and

WHEREAS, Brenda began her employment with the City of Kerrville working at the Butt-Holdsworth Memorial Library during the summers of 1967 and 1968. Brenda launched her City career on April 29, 1981, when she was hired as the Fire Department Secretary. In September of 1982, Brenda transferred to the Planning and Engineering Department as the department Secretary, and in September of 1983, she transferred to Administration as the City Manager's Secretary. On October 01, 2000, Brenda's title changed to Secretary to the City Manager and Deputy City Clerk; and

WHEREAS, Brenda was promoted to City Secretary in March of 2003; and

WHEREAS, Brenda is a Texas Registered Municipal Clerk, and a member of the Texas Municipal Clerk's Association. Brenda has served as president and treasurer of the Hill Country Chapter of City Clerks and Secretaries Association; and

WHEREAS, In 2009, Brenda was nominated by City Attorney Mike Hayes to the Municipal Clerks Honor Roll; and

WHEREAS, Brenda has been an active member of the Kerr County Women's Chamber since 1983; and

WHEREAS, Brenda was elected American Business Women's Association's Woman of the Year in 1998; and

WHEREAS, Brenda served as Chairman of the Kerr County Historical Commission from 1990 to 1992; and

WHEREAS, Brenda has provided excellent leadership, advice, and professionalism for the City Secretary's Office and the City of Kerrville; and

WHEREAS, Brenda has provided information and assistance to 63 Mayors and Councilmembers, and has worked for 10 City Managers; and

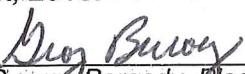
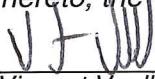
WHEREAS, It is with sincere appreciation that the City of Kerrville recognizes Brenda G. Craig for over 37 years of dedication and service to our community.

NOW, THEREFORE, We, the Mayor and City Council of the City of Kerrville, Texas, do hereby proclaim August 17, 2018, as

“BRENDA GLENN CRAIG DAY”

in the city of Kerrville, and ask all citizens to honor and congratulate Brenda on her retirement.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the Seal of the City of Kerrville to be affixed hereto, the 14 day of August, 2018.



Bill Blackburn, Mayor Vincent Voelkel, Place One George Baroody, Place Two

Judy Eychner, Place Three

Delayne Sigerman, Place Four



Certificate of Recognition

Is hereby presented to

Brenda G. Craig

For 37 years of dedicated service to the citizens of the City of Kerrville.
Congratulations on her service since 1981.

Hereunto set my hand and caused the
Seal of the City of Kerrville to be
affixed hereto, the 14 day of August, 2018.



Mark L. McDaniel, City Manager



BACKGROUND INFORMATION

The City of Kerrville Parks and Recreation Department has competed in competitive lifeguard competitions for five out of the past seven years (2012, 2013, 2016, 2017, and 2018). A lifeguard competition consists of a lifeguard team “Guard Team”, a team of four, who compete in several unknown scenarios. Teams are meticulously judged on their ability to recognize and react to each emergency, problem solving, confidence, teamwork, rule enforcement, triage, and overall skill level and management of the scenarios. Lifeguard competitions (with the exception of the E&A competition) are open to all lifeguard training programs including American Red Cross, YMCA, NASCO, Start Guard, and Jeff Ellis & Associates, which the City of Kerrville utilizes.

The City fielded two teams this year for the first time, the veteran Angels, and a team of first-year competitors, the Owls. Three out of the four Angels have competed together for the past three years. The teams competed and placed 1st and 2nd in three competitions this summer including the State Lifeguard Championships.

E&A Competition

At the NRH20 E&A competition held in North Richland Hills on July 16th, the Owls placed 1st and the Angels placed 2nd. Nine teams competed at the competition, which is exclusive to Ellis & Associates licensed facilities. The competition consisted of three events, two unknown scenarios, and an unknown rescue relay. The first scenario consisted of rule enforcement, an active guest in distress water rescue, a guest with an amputated tongue in a slide run out, and a guest with a spinal injury in the adjacent slide runout. The second scenario consisted of two active guests in distress in a wave pool, an eye avulsion (occurs when a blow to the eye knocks the eyeball from the socket), and a guest experiencing a heart attack. The rescue relay event consisted of four unknown water rescues in which each team member must execute the appropriate rescue for each guest. Even though it is called a relay, time was only a factor in the event of a tie in scores. Skills and technique were the main focus for scoring.

Central Texas Lifeguard Competition

The Central Texas Lifeguard Competition, a regional qualifier for State, was held in Round Rock on July 18th. 10 total teams competed for a chance to advance to the State Lifeguard Championships. This competition consisted of three unknown scenario events. The Angels placed 1st and the Owls placed 2nd. This qualified both teams for the Texas Public Pool Council’s State Lifeguard Championships held in conjunction with the TAAF Games of Texas. In addition, the judges are asked to individually nominate a top male and top female competitor out of all the competitors that showed exceptional skills. This honor went to Gabriel Buckholz-Casao of the Owls and Courtney LaQuey of the Angels. Kerrville received the spirit stick award as well.

The first scenario consisted of three guests requiring first-aid, a guest with a bee sting, guest with a seizure that ultimately went into cardiac arrest requiring basic life support skills such as artificial respiration utilizing a bag-valve-mask (BVM), and cardiac arrest requiring cardio pulmonary resuscitation (CPR) with the use of an automated external

defibrillator (AED), and a guest with a severe laceration to the head and injured knee. The second scenario consisted of rule enforcement, an active distressed child in the water, and an unconscious guest in the water requiring extrication with a backboard, and basic life support skills such as artificial respiration utilizing a BVM, and CPR with the use of an AED. The third scenario consisted of a guest with a suspected spinal injury in deep water requiring extrication with a backboard while carefully maintaining spinal motion restriction.

State Lifeguard Championships

The State Lifeguard Championships was held in Bryan on July 30th and consisted of 12 total teams. State is an invitation only competition by placing in the top three at a regional qualifier. The Angels placed 1st taking home gold medals and earning the title of the 2018 State Lifeguard Champions. The Owls placed 2nd taking home silver medals and earning the title of the Runner-up Champions.

For the first and second event, the teams were split into pairs, and they each had to sequentially respond and treat different guest(s). In the first event they were to render aid to a conscious choking infant, and a conscious choking pregnant woman. For the second event, the guest had a seizure as well as a number of first-aid injuries including: a nose bleed, abraded hands and knees, and cuts on the feet and in-between the toes. The guards had to use their problem solving skills to determine the type of emergency they were dealing with based on the guest's symptoms, and then correctly triage the guests according to the order of severity. In the third event, the team of four provided basic life support care for a guest suffering from cardiac arrest. Care included CPR utilizing a BVM, and the use of an AED. The teams then moved on to their first pool scenario where they were responsible for identifying and appropriately responding to a guest with a spinal injury. To further complicate the situation, the guest was in shallow water with half of his upper body partially submerged and his legs on a narrow wall. The team had to appropriately transfer the guest to the backboard while maintaining spinal motion restriction in order to not injure the guest further. Once the guest was properly secured to the backboard, the guest needed to be extricated from the water safely, covered, and provided secondary care. In the final pool scenario, the team had to respond to simultaneous emergencies at a diving well and adjacent lap lanes. First, they were to recognize a shadow doll at the bottom of their zone. A shadow doll simulates what a guest at the bottom of a pool would look like. After that and some rule enforcement, the guards on deck performed rescues on two active guests in distress in the deep end. Immediately following the rescues, a third guest in the water suffered from a dislocated knee while performing a flip turn on the wall while swimming laps. This guest needed to be appropriately extricated from the water while stabilizing the injured knee.

The City of Kerrville ranked 1st at State for the third year in a row, and for four (2013, 2016, 2017, 2018) out of five competing years. On behalf of the Parks and Recreation Department, the City would like to recognize these individuals for their hard work, dedication, and outstanding accomplishments.

PROCLAMATION

WHEREAS, The City of Kerrville has participated in competitive lifeguard competitions for five years; and

WHEREAS, In 2018, this year is the first year that the City of Kerrville sent two Guard Teams to participate in competitions. The veteran team "Angels" comprised of team members Courtney LaQuey, Carlos Nava, Jacob Pierz, and Michael Tran; and the first-year competitor team "Owls" comprised of team members Gabriel Buckholz-Casao, Garrison Engstrom, Meagan Maxson, and Corey Smith; and

WHEREAS, Both teams competed and placed either 1st or 2nd in three separate competitions, and both teams were invited to compete at the Texas State Lifeguard Championships (an invitation only competition); and

WHEREAS, The "Angels" team were named the Champions of the Texas State Lifeguard Competition winning 1st place, while the "Owls" were named the Runner-Up Champions taking 2nd; and

WHEREAS, Two Kerrville lifeguards were honored at the Central Texas Lifeguard competition by being named the Top Male Competitor and the Top Female Competitor who showed exceptional skills. This honor went to Gabriel Buckholz-Casao of the "Owls" and Courtney LaQuey of the "Angels"; and

WHEREAS, In addition, the City of Kerrville lifeguards were awarded the spirit stick during the Central Texas Lifeguard competition; and

WHEREAS, Guard Team is an extremely valuable tool for ensuring the safety of guests at the pool as the Aquatics Division's mission is to prevent the loss of life due to drowning; and

WHEREAS, Guard Team elevates the knowledge base of the lifeguard staff through rigorous training in addition to regular in-service trainings. The teams underwent very intense training to prepare for the competitions, and their efforts paid off as they brought home the gold and silver in the topmost competition.

NOW, THEREFORE, I, Bill Blackburn, the Mayor of the City of Kerrville, Texas do hereby proclaim August 15, 2018 as

GUARD TEAM DAY

in the City of Kerrville. Congratulations on your Team and Individual Wins!

IN WITNESS WHEREOF, I have Hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the 14 day of August, 2018.



Bill Blackburn, Mayor



Certificate of Recognition

Is hereby presented to

The Ingram Lady Warriors 2018 Class 3A Varsity Girls Golf Team

This Certificate of Recognition is being presented to the Ingram Lady Warriors 2018 Varsity Golf Team. Under the direction of Head Golf Coach Loren GreenShield, the Lady Warriors won the 2018 UIL Class 3A Girls Golf State Championship. Members of the Varsity Championship Golf Team are: Kylie Chapa, Jourdan Craft, Katie Olive, Ryan Spencer, and Marissa Vela. The City of Kerrville congratulates the 2018 Ingram Lady Warriors for an outstanding season.



Hereunto set my hand and caused the
Seal of the City Kerrville to be affixed
hereto the 14th day of August, 2018.

Bill Blackburn, Mayor

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
June 12, 2018

On June 12, 2018, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Bill Blackburn in the city hall council chambers at 701 Main Street. The invocation was offered by Jim McKnight, followed by the Pledge of Allegiance led by Girl Scout Troop 672, leader Marquetta Pitts, and Girl Scouts: Hailey Barton, Kelsey Pitts, and Kayla Clendeining.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT: None.

CITY CORE STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
Brenda Craig	City Secretary
E.A. Hoppe	Deputy City Manager
Cheryl Brown	Deputy City Secretary
Amy Dozier	Director of Finance
Kim Meismar	Director of General Operations
David Knight	Police Chief
Stuart Cunyus	Public Information Officer
Dannie Smith	Fire Chief
Guillermo Garcia	Executive Director of Strategic Initiatives
Drew Paxton	Director of Development Services
Kyle Burow	Director of Engineering
Ashlea Boyle	Director of Parks and Recreation

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

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: were given.

2. VISITORS/CITIZENS FORUM:

2A. Robert Russell, representing the Hill Country Amateur Radio Club, invited councilmembers to the Field Day event on June 23 and 24.

3. CONSENT AGENDA:

Mr. Baroody removed Items 3A, 3B, and 3C from the consent agenda.

Mr. Baroody moved for approval of consent agenda Items 3D-3I; Ms. Eychner seconded the motion and it passed 5-0:

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

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

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

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

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

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

END OF CONSENT AGENDA

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

Mr. Baroody questioned why the May 18, 2018 meeting was titled special meeting rather than special event. Ms. Craig noted the official swearing in of Councilmember Eychner was held at that time.

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

Mr. Baroody asked if council was agreeable to leaving the number of members at 15 or reducing it to 13 since councilmembers were not being appointed to RCC. Ms. Sigerman noted that council had discussed filling the two positions with citizens and not councilmembers.

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

Mr. Baroody questioned the city designating \$2,500 for this project.

Mr. McDaniel noted the city was in the process of removing the center structures from the three traffic circles on Riverhill Boulevard at a cost of \$2,500. The HOA requested to be allowed to landscape the traffic circles, and the city support those efforts up to the \$2,500 that would have been spent to remove the structures.

Mr. Baroody moved to approve Items 3A, 3B, and 3C; Mr. Voelkel seconded the motion.

A citizen requested to speak to Item 3C. Mr. Baroody amended the motion to approve only Items 3A and 3B. Mr. Voelkel agreed to the amendment, and the motion passed 5-0.

The following person requested to speak:

1. Peggy McKay stated that a traffic engineer recommended removing the three traffic circles and filling the centers with concrete. Landscaping would present a hazard because of the deer. She opined that stop signs would be a safer alternative. The property owners association did not poll members and did not represent all owners. She requested council not approve this request.

Ms. Eychner moved to approve Item 3C; Ms. Sigerman seconded the motion and it passed 5-0.

4. PUBLIC HEARING AND ORDINANCES, FIRST READING:

4A. Public hearing and first reading of Ordinance No. 2018-13, adopting "Kerrville 2050" as the Comprehensive Plan for the City of Kerrville, Texas; the plan is adopted pursuant to Chapter 213 of the Texas Local Government Code and will guide the growth and development of the city; defining the relationship of the plan to the city's development regulations; containing a cumulative clause; containing a savings and severability clause; replacing Ordinance No. 2002-14 and all other ordinances or parts of ordinances that amended it; and providing for other matters related to the subject
Mayor Blackburn read the ordinance by title.

Mr. Paxton noted the proposed ordinance would replace the previous comprehensive plan adopted by Ordinance No. 2002-14 and updated in 2008, and the Planning and Zoning Commission (PZC) and the 2050 Comprehensive Plan Steering Committee recommended approval.

Mark Bowers, project manager with Kimley Horn, and Monica Heid, with Prologue Planning, gave a presentation of the plan, noting the following:

- Addressed issues and requirements that will affect the community's ability to plan for and achieve its vision for 2050.
- Tool to assist in making informed capital improvements planning.
- Coordinate and guide establishment of development regulations, specifically zoning and subdivision ordinances.
- Basis for review of zoning and development applications.
- Discussed the public input, open houses, surveys, and public meetings held by the steering committee and seven subcommittees.
- Established community priorities and vision statement.
- The comprehensive plan was NOT a zoning ordinance, a future land use plan map, nor a zoning map. It addressed the use of public and private land in the future.
- The future land use plan designation on a property did not rezone a property nor did it require any owner to do anything specific with their property at this time.
- Legally nonconforming activities could continue the same as before the plan was adopted. As long as the use on the property was either conforming or grandfathered in, the use could continue as long as all other applicable codes were observed. However, if the owner decided to do something different with a nonconforming property, the comprehensive plan and future land use plan would give direction as to what could

happen when change occurred. Modifying a building could trigger a zoning ordinance issue, but it would not be a comp plan issue.

-Discussed various chapters of the plan: land use; economic development; housing; community & neighborhood character/placemaking; mobility and transportation; water, wastewater and drainage; public facilities and services; parks, open space, and river corridor; downtown revitalization; and implementation.

-The master thoroughfare plan would indicate generally, not exactly, where streets should be located, what type of street should be built to accommodate the type of development anticipated in the land use plan, and how to accommodate pedestrians and non-motorized transportation.

-The subdivision ordinance had a process whereby the city could obtain necessary right of way as part of the subdivision approval process.

-The land use plan and the thoroughfare plan work together to achieve the community's vision.

-The thoroughfare plan did not specify a time frame for when transportation improvements would be made, such as when development occurs.

-Reviewed existing thoroughfare connectivity issues and opportunities, street types and cross sections, street design elements, and multi-modal (pedestrian and bicycle) connectivity.

-Develop and maintain long-range water, wastewater, and stormwater drainage plans.

The Planning and Zoning Commission (PZC) held a public hearing on June 7, 2018, and voted unanimously to recommend the Kerrville 2050 plan to city council for adoption, with slight edits to the document:

-Various capitalization, punctuation and non-substantive wording changes.

-Add explanation as to references made to a future 2 mile ETJ (extraterritorial jurisdiction) rather than the current 1 mile ETJ.

-Add a graph for public input timeline.

-Edit, "Entertainment/Mixed Use" section.

-Edit Page 157, "Mobility".

-Implementation matrix: add a legend; some cells were inadvertently left blank; and change some references from "standards" to "guidelines or standards".

Mr. Baroody questioned why at the subcommittee level a subject had to have a unanimous vote for an item to be put in the plan, but it did not require a unanimous vote of the steering committee, noting a one person minority could rule the decision of the subcommittee, but a one person minority could be over ruled by the majority of the steering committee. Mr. McDaniel noted the resolution that created the committee was adopted by council. The steering committee level was polling not voting; the plan developed addressed the things identified by the committee.

Mayor Blackburn noted the comprehensive plan was initiated, and the committees were established, by former Mayor Bonnie White.

Mayor Blackburn declared the public hearing open at 7:15 p.m. and the following persons spoke:

1. Bob Waller, chairman of the steering committee and the PZC, stated he was disappointed that some people were using fear tactics and taking things out of context to create anxiety and stir up trouble by using the word "gentrification," converting an aging neighborhood into a more affluent one by remodeling housing. The word was being used as displacement and was not in the spirit of the document. The comprehensive plan was a goal to move the community forward in a positive planned way in the next 30 years. Public input was encouraged on numerous occasions and there was plenty of access to the meetings since the plan started nine months ago.
2. Jana Colgate noted a section in the plan discussed ways to respect and protect the natural environment; the river and Hwy. 27 East should be protected. The plan had the potential designation of commercial/industrial in the Hwy 27 East area between Kerrville and Center Point and this was already a heavily industrialized area. She asked that the future land use plan look at ways to protect the river and Hwy. 27.
3. Carolyn Lipscomb noted the area being developed on Hwy. 27 East was out of the control of the city.
4. Bill Rector, downtown building owner and president of Historic Downtown Business Association, stated there was strong support for the plan. He noted that participation had been significant, with 515 people participating in developing the plan. He supported the plan, in particular the revitalization of downtown.
5. Tom Moser, Kerr County Commissioner, complimented the city on the openness of the process and community participation. The committee listened to the community and changes were made to reflect the community and citizens' actions. The thoroughfare plan was only an example. He opined that the plan was an extremely good plan. The county would like to have had more control over development along the Hwy. 27 East corridor; however, state law would not allow for local control. Regarding the airport budget passed at the last council meeting, the airport operation used to require \$400,000 subsidy from the city and county; this year's airport budget subsidy was \$0.
6. Glenn Andrew noted the plan process was extremely open and transparent to the public and there was great opportunity for participation. The plan was well organized and executed. He supported the plan.
7. Walter Koenig, President and CEO of the Chamber of Commerce and member of the steering committee, noted the plan was a 9 month process and had much community participation. The steering committee members were appointed by the prior city council. The plan was good for local businesses and the community. The plan did not prescribe to a gentrification process that would remove poor and elderly people from their homes because they could not afford maintenance of their property. The plan specifically discouraged displacement through gentrification. The plan was not a resurrection of the UDC of the past. It did not establish any rules and regulations that put limits on personal property rights. It did not define any rules or regulations at all; modification of codes and regulations should be done through elected officials. The plan would move

Kerrville forward, and there had been unprecedented transparency and community involvement. The Kerrville Area Chamber of Commerce voted unanimously to support the adoption of the Kerrville 2050 comprehensive plan.

8. Ruben Exum stated that gentrification and displacement may not be the intent of the plan, but in the future the plan might be interpreted differently and result in unintended consequences. This had sparked fear and concern among residents. Minimum property standards through code enforcement may make it difficult for longtime property owners to remain in their homes. He requested council amend the language so it would not have unintentional consequences in the future. An increase in property value can result in persons no longer being able to afford to live at their property, and moving may be their only option.

9. Michael Green said he was at Monday night's meeting at Doyle School Community Center and some language in the plan was of great concern. He feared that people might be pushed away from the property they owned. What would happen if people could not pay their property taxes; where would they go? The community's culture and history would be lost. In the future someone might say the people no longer own their property, and it can be taken away to become part of downtown. Why do they have to suffer to make the plan work?

10. Reverend David Shuler stated that a community land trust could be a viable option for the Kerrville North community; this would address taxation issues and protect the property for 99 years, and it is renewable every 99 years. He asked if there were provisions in the plan for affordable housing.

11. Sabina Richerson said she lived in an area in Austin that went through gentrification and rent was raised. Assistance was needed to help minorities make improvements. Where is the funding to help their community so they can follow the 2050 plan? It was not fair for the elderly to lose their property.

No one else spoke and Mayor Blackburn closed the public hearing at 7:44 p.m.

Mayor Blackburn stated he understood the concerns of the Doyle area residents given the picture that had been painted the last few days; however, the plan was about strengthening all neighborhoods. Gentrification may be a threat, but it was not because of Kerrville 2050 comprehensive plan. He noted his experiences and projects he was associated with in the Doyle area for the past 17 years. If he thought the intent of this plan was to hurt this part of town, he would vote against it, but he did not believe that. He and the city manager would be meeting with residents to talk about these issues and to assure people that their homes and neighborhood were safe

Mr. Baroody stated that studies show that the type of plan proposed, over time, would lead to gentrification. He opined that implementation of the action items in this plan could result in some displacement. The plan stated that neighborhoods near downtown were falling into disrepair and needed to be addressed; also, that Kerrville would try to

minimize the displacement of citizens. He talked with the residents in the Kerrville North community to make them aware of the plan. He did not suggest that the intent of the plan was gentrification; however, there could be unintended consequences. He opined that property maintenance through code enforcement would lead to gentrification and generally happened in low income areas, and if owners accept assistance to improve their home, the value of the home and property taxes would increase.

Mr. Bowers stated that the plan did not support gentrification, and the committee was not trying to create gentrification. Code enforcement was a property maintenance issue and the intent was to have quality housing for people to live in; it did not cause gentrification. Deteriorated housing should be addressed and that can become an opportunity for citizens to provide assistance to improve homes so housing is not lost. The key to maintaining neighborhoods is to keep housing stock in a livable condition or replace it. The intent of this plan was to not create gentrification, but allow the city to determine methods and techniques that could be implemented and keep the issue from becoming a bigger problem. There were options to solve the issue of rising property taxes that would allow persons to maintain ownership of their home. If owners do not address the issue of maintenance, it could result in deteriorated housing and become a life safety issue, or deteriorate to such a condition that the house is no longer livable, thus creating a neighborhood that is much more likely to lead to gentrification. The city should consider each neighborhood and address its issues independently after the plan is adopted and the city moves forward with implementation of plan.

Mr. McDaniel noted if a homeowner was over 65, their taxes would not increase, even with improvements, because of the tax freeze. Currently, the city did not have minimum property standards beyond what was in the building code. Discussion of a property maintenance code had been discussed for several years.

Mr. Baroody stated that when a property's value increased, the next generation, which was not over 65, may not be able to afford the taxes on the increased property value, and this could cause them to move. Also, as the value of rental property increases, landlords will pass the increased property tax on to renters. This would cause people to look for other affordable housing. Affordable housing was lacking in Kerrville, which the plan did not address, and the city should not implement the plan until alternatives were available. He requested that the detrimental sections be removed at this time until they could be vetted out and then put back into the plan.

Council also discussed the following:

- If council would have had this input earlier during the public input process, it could have been discussed and worked out. It was not the intent to instill fear in citizens.
- Implementation of the plan is designed to protect the community and the citizens' property.

Mayor Blackburn moved to adopt the Kerrville 2050 Plan with the understanding that he and the city manager would meet with residents in the Doyle area, and get

recommendations from Mr. Baroody; further, to include the proposed edits recommended by PZC and dated June 11.

Mr. Voelkel stated that some people opined that the 2050 plan resembled the Unified Development Code (UDC), and he proposed to incentivize and encourage and not enforce penalties by removing/amending sections:

- Use of code enforcement for stabilizing and improving existing neighborhoods not as a means to redevelop and enforce current minimal property standards.
- C4.4 implement a landscape ordinance that provides credit for preserving existing desirable trees.
- C4.10 Evaluate adoption of architectural guidelines to address building orientation and scale, design features and building materials.
- C5.1 Enforce current minimum property standards for house structure; maintain and increase proactive code enforcement.
- C5.7 Consider establishing commercial corridor and overlay districts or gateway corridors to include desired signage, architectural, and urban design standards.
- D1.1 Proactive code enforcement in downtown.
- D2.9 create architectural standards and guidelines that promote a certain character such as the use of stone building material.
- H2.1 enforce current minimum property standards for home/structure maintenance and increase proactive code enforcement.
- P1.7 develop a tree preservation ordinance.
- P2.1 and P4.6 Implement a landscape ordinance that provides credit for preserving existing desirable trees.

Mayor Blackburn included in the motion to adopt the Kerrville 2050 plan as is, to include the edits recommended by PZC dated June 11, and that the items brought up by Mr. Voelkel also be considered as the 2050 plan moved toward final adoption on July 26.

Mr. Baroody suggested the 20 items be considered to determine if they will produce unintended results before the plan is voted on on July 26. Mayor Blackburn stated this would be part of the process moving forward.

The motion was seconded by Ms. Eychner and passed 3 -2 with Councilmembers Blackburn, Eychner, and Sigerman voting in favor of the motion and Councilmembers Baroody and Voelkel voting against the motion.

5. ORDINANCES, FIRST READING:

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

Police Chief Knight recommended adopting the proposed ordinance that would add "escort of oversize loads" as a service provided by the department. It would provide a procedure for requesting services and a fee to reimburse the city for expenses incurred as a result of providing escort services for oversized commercial vehicles moving large cargo through the city. He noted that the number of escorts for oversized loads had increased to an average of 500 per year resulting in increased manpower and staffing, and resulted in lessened police service delivery and response to citizenry. The notification process for all oversized vehicles routed through Kerrville would be managed by the Texas Department of Transportation.

Mr. Baroody moved for approval of Ordinance No. 2018-12 on first reading; Ms. Eychner seconded the motion and it passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Authorize staff to negotiate a professional services agreement for a public safety complex feasibility study.

Mr. Burow noted that requests for qualifications were solicited from design groups to develop a public safety complex feasibility study for the police department, municipal court, and possibly fire administration offices. The police department was housed at 429 Sidney Baker, the municipal court was located at 301 McFarland; and the fire admin offices were located at 87 Coronado in a privately-owned building leased to the city. He reviewed the items that would be addressed in the study and noted the study may also provide options for facility location. Mr. Burow requested authorization to negotiate an agreement.

Mr. Voelkel moved to authorize negotiation of a professional services agreement. Mr. Baroody seconded the motion and it passed 5-0.

6B. Approve funding agreement between the City of Kerrville and the Kerrville Economic Improvement Corporation for \$2 million in funding assistance for the up sizing of the Legion lift station for economic development purposes.

Mr. Hoppe noted the expansion to the Legion lift station was a key component to providing wastewater service to a major corridor of the city for economic development to occur. The EIC approved the funding agreement in the amount of \$2 million; the city was in the process of applying to the Texas Water Development board for a loan for the remainder of the \$10 million project.

Mr. McDaniel noted the interest rate on the TWDB loan would be 1-2% below market. There were some fees associated with the loan; however, there would still be significant savings to the city.

Mr. Baroody moved to approve the funding agreement; Mr. Voelkel seconded the motion and it passed 5-0.

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

Mr. Burow gave an assessment of the condition of the parking garage and identified several key maintenance items. Staff evaluated the bids received and recommended awarding the base bid (maintenance items) and Alternate #2 (power washing) for a total amount of \$615,668.70.

Mr. Hoppe noted that all of the items identified were deferred maintenance; none was a safety hazard.

Mr. Burow noted that parking in the middle sections of the garage was narrow, and M&S Engineering also presented a plan to alter the striping to angle parking in the middle sections to eliminate multiple conflict points as a result of the clockwise traffic pattern, particularly the entrance and exit points on the first floor were in conflict with traffic ramp and this would eliminate stacking of vehicles on Clay and Water streets.

Council questioned if there were any restrictions on the property that would prohibit the city from making these improvements. Mr. Burow noted these were maintenance items only and were allowed in the deed; however, any structural improvement projects would have to be approved.

Mr. Baroody moved to authorize execution of a construction contract for the base bid and alternate 2. Ms. Eychner seconded the motion and it passed 5-0.

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

Mr. Burow noted the 2012 Wastewater Master Plan identified the oxidation ditch as a high risk with the second highest criticality rating due to it being the main treatment component without redundancy in the system. The oxidation ditch had been in continuous service since the plant was built in 1974 and some of the baffle supports have concrete deterioration. Package 1 consisted of improvements to the aerator baffles and supports; Package 2, which staff planned to bid in late summer, would consist of dredging the oxidation ditch to remove accumulated solids from the bottom.

Mr. Barron noted the oxidation ditch was the only treatment unit that had never been out of service at the plant. Staff would shut down only one roter at a time to allow the plant to continue operating while maintenance occurred.

Ms. Eychner moved to authorize execution of a construction contract with Lambda Construction I, Ltd. for the oxidation ditch at a cost of \$195,000. Mr. Baroody seconded the motion and it passed 5-0.

6E. Confirmation of project scope for the H-E-B Tennis Center Improvement Project.

Ms. Eychner moved to reschedule this item to the June 26 meeting. Ms. Sigerman seconded the motion and it passed 5-0.

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

Ms. Boyle noted the parks and recreation advisory board approved the project that would provide two sports lights for the soccer fields. She noted that the lights on the old field had been removed and some had been repurposed.

Ms. Sigerman moved to approve the purchase of soccer field lighting for the Kerrville Sports Complex from Musco Sports Lighting, LLC through the Texas BuyBoard in the amount of \$70,400. Ms. Eychner seconded the motion.

Mr. Baroody requested council have the opportunity to discuss and give input on the remaining items on the list of projects, and to include the price of scoreboards, for the sports complex. Staff will schedule discussion of the remaining items on the list for a future meeting.

The motion passed 5-0.

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

Ms. Eychner moved to discuss this item in executive session. Mr. Hayes noted the subject was not eligible for executive session; Ms. Eychner withdrew her motion.

Mr. Voelkel discussed: merging the two applications into one application form; establishing a public notification policy and a cutoff date for accepting applications for consideration at council meetings.

Mr. Baroody requested council also discuss amending several items in the procedural rules.

Ms. Eychner moved to appoint Mr. Voelkel and Ms. Sigerman to review and make recommendation at a future council meeting on: the board and commission application forms, establish a public notification process, and establish an interview process. The motion was seconded by Ms. Sigerman and passed 5-0.

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

Mr. Voelkel recused himself and left the meeting at 9:03.

David Pettit noted the concept and purpose of a TIRZ was to stimulate growth and incentivize economic development by allowing taxing agencies to redirect ad valorem taxes received from incremental value increases on properties located within a reinvestment zone. The tax dollars generated would go into a special account to fund

improvements within that zone. A TIRZ developed under Chapter 311, would not have any impact on the city's general fund. He recommended moving forward to establish a TIRZ: create an ordinance, establish articles of incorporation, set up a board of directors, develop the finance plan and project plan, and establish the zone boundaries.

Mayor Blackburn moved to set a workshop and proceed to create the documents to establish a TIRZ for the downtown area. Ms. Sigerman seconded the motion and it passed 4-0-1 with Councilmembers Blackburn, Sigerman, Baroody, and Eychner voting in favor of the motion; no one voted against the motion; and Mr. Voelkel abstained.

Mr. Voelkel returned to the meeting at 9:41 p.m.

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

Mr. Paxton noted the developer requested a waiver of sewer and sidewalk requirements as part of the development agreement. The planning and zoning commission discussed the request and recommended further negotiations with the developer. This matter was deferred to executive session.

7. BOARD APPOINTMENTS

- 7A. Appointments to the Zoning Board of Adjustment. Deferred to executive session.
- 7B. Appointments to the Building Board of Adjustment and Appeals. Deferred to executive session.
- 7C. Appointments to the Planning & Zoning Commission. Deferred to executive session.

8. CITY MANAGER'S REPORT

Mr. McDaniel provided the capital project status report.

9. ITEMS FOR FUTURE AGENDAS

- Review ethics policy and rules and procedures and board application processes.
- Modify member structure for the economic improvement corporation to allow each councilmember to appoint one member to the EIC for more accountability.

10. EXECUTIVE SESSION:

Mr. Baroody moved for the city council to go into executive closed session under Section 551.071 (consultation with attorney), Section 551.072 (deliberation regarding real property), and Section 551.074 (personnel/officers) of Chapter 551 of the Texas Government Code; the motion was seconded by Mr. Voelkel and passed 5-0 to discuss the following matters:

Sections 551.071 and 551.072:

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

11A. Development Agreement between the City of Kerrville, Texas, and Medina River Estates, LLC for an approximate 225.86 acre tract generally located south of Riverhills and adjacent to Highway 16 S.

Section 551.074:

- 7A. Appointments to the Zoning Board of Adjustment.
- 7B. Appointments to the Building Board of Adjustment and Appeals.
- 7C. Appointments to the Planning & Zoning Commission.

At 9:45 p.m. the regular meeting recessed. Council went into executive closed session at 9:50 p.m. At 10:25 p.m. the executive closed session recessed and council returned to open session at 10:26 p.m. No action was taken in executive session.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY:

7A. Appointments to the Zoning Board of Adjustment.
Mr. Voelkel moved to appoint Robert Irvin and Pablo Brinkman both with terms to expire September 30, 2018. Mr. Baroody seconded the motion and it passed 5-0.

7B. Appointments to the Building Board of Adjustment and Appeals.
Ms. Eychner moved to appoint Cristina Holcomb to the contractor regular member position; and Armando De La Mora to the master electrician alternate member position, both with terms to expire August 31, 2019. Mr. Voelkel seconded the motion and it passed 5-0.

7C. Appointments to the Planning & Zoning Commission.
Mr. Baroody moved to appoint David Jones to the regular member position with term to expire January 1, 2020, and to appoint William Morgan and Tricia Byrom to the alternate member positions. Mr. Voelkel seconded the motion and it passed 5-0.

ADJOURNMENT: The meeting adjourned at 10:31 p.m.

APPROVED: _____

ATTEST: _____ Bill Blackburn, Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
June 26, 2018

On June 26, 2018, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Bill Blackburn in the Cailloux Theater at 910 Main Street. The invocation was offered by Councilmember George Baroody, followed by the Pledge of Allegiance led by Councilmember Judy Eychner.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
George Baroody	Mayor Pro Tem
Judy Eychner	Councilmember
Delayne Sigerman	Councilmember

COUNCILMEMBERS ABSENT:

Vincent Voelkel	Councilmember
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CITY CORE STAFF PRESENT:

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

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

ORDINANCE, SECOND AND FINAL READING:

Ordinance No. 2018-13, adopting "Kerrville 2050" as the Comprehensive Plan for the City of Kerrville, Texas; the plan is adopted pursuant to Chapter 213 of the Texas Local Government Code and will guide the growth and development of the city; defining the relationship of the plan to the city's development regulations; containing a cumulative clause; containing a savings and severability clause; replacing Ordinance No. 2002-14 and all other ordinances or parts of ordinances that amended it; and providing for other matters related to the subject. Mayor Blackburn read the ordinance by title.

Mr. McDaniel noted the plan was developed around community priorities, and the purpose was to guide development and plan for future planning for capital improvements, utilities, roads, drainage, etc.

Mr. Cunyus described the process as very inclusive with more than 500 citizens providing input during the 9 month process; 42 persons served on the steering committee and 77 persons served on the subcommittees. There were many opportunities for public participation and information was provided at numerous meetings, city website, city social media outlets, and the news media.

Mr. Hoppe discussed the Kerrville 2050 Vision Statement and the components of the plan.

Mr. Paxton discussed the land use plan and the thoroughfare plan. He noted the land use plan was not a zoning map and did not change the zoning of property; it was the guiding policy for future planning and capital improvement projects. The thoroughfare plan looked at major corridors and collector streets throughout the community. Components of the thoroughfare plan were developed based on topography, floodplain, private streets, and connectivity with future development. Alignments were not exact locations but would be determined as future developments occurred.

Mr. McDaniel discussed implementation of the plan and noted the plan would be reviewed through a public process annually, with an extensive update every five years. The plan would also be tied to the city's budget in order to prioritize spending. Some projects may not be practical or doable and some may never be completed, and the plan may change as the future dictates. The Kerrville 2050 Comprehensive Plan was unanimously recommended by the steering committee on May 30; the planning and zoning commission (PZC) conducted a public hearing and unanimously recommended the plan be adopted on June 7; and on June 12 the city council conducted a public hearing and adopted the plan on first reading. The final version of the plan being considered included minor edits and corrections made since the last council meeting.

The following persons spoke:

1. Warren Ferguson reviewed the selection process for hiring the consultant and the process for appointing members to the steering committee and subcommittees. He discussed the attributes of the plan for our growing community and urged council to unanimously vote for approval of the 2050 plan.
2. Sue Tiemann stated she had served on the committee and opined that the comp plan was very thorough and that public participation was a very inclusive process. She encouraged council to adopt the plan.
3. Gary Cooper stated trepidations toward wording such as standards and proactive enforcement. The purpose was to guide future planning, and while the 2050 plan was not binding, the city will use it to create codes, ordinances and regulations to establish standards that will be binding. He opined that the language would have unintended consequences and may be a guideline for the establishment of another UDC (unified development code). He noted that Mayor Blackburn was vice-chairman of the 2002 comp plan that was a catalyst for the development of the UDC, which was later defeated. He asked council to correct the language before voting on the 2050 plan.

4. Glenn Andrew noted the plan was very diverse and inclusive of ideas from many people. The prior city council selected every steering committee and subcommittee member, and every document was approved by those committees. The two council-members who voted against the plan on first reading were members of the steering committee and previously voted for the plan. This was the same plan approved by the committees, nothing of substance had changed. The committees and council worked to ensure the protection of each neighborhood in the city. No one on council wanted to negatively impact any neighborhood, including through gentrification. Mayor Blackburn was the strongest advocate and supporter of the Doyle Community. PZC voted unanimously to approve plan. The 2050 plan is just a plan; implementation and documents would be developed and approved by PZC and Council. He encouraged council to vote unanimously for the 2050 plan and work to ensure its implementation as it supported the community's values.

5. Mary Ellen Summerlin noted the prior council hired the consulting firm and established the process for appointing all members to the steering committee and subcommittees. She questioned why one particular neighborhood was singled out in the plan when all catalyst areas throughout the city included many residential neighborhoods and buildings that may not meet code. Why were some people referring to the UDC that was defeated many years ago? Two councilmembers who were encouraging fear and misunderstanding among the Doyle area were up for re-election next year. Citizens were allowed and encouraged to voice their concerns, and significant input was received and included in the plan. The plan did not add any regulations to city codes; it did not change any existing zoning. The plan only gives guidelines to future decision makers. The plan deserved council's support, and it will provide stable neighborhoods and encourage a healthy and unified community.

6. Daniel Flores, Pearl Street, said he was for the 2050 plan until it started involving his neighborhood. He asked council to look at the Doyle neighborhood and the people who live there, they were all in their 70s or older; where would they go if their neighborhood was knocked down. They could not afford to move and they were too old to move.

7. Pablo Brinkman noted there were many opportunities for people to be involved and many people had a voice in creating the plan. It was a good plan and he urged council to support it.

8. Walter Koenig, President and CEO of the Kerrville Area Chamber of Commerce (KACC), noted the 9 month process had unprecedented transparency and community involvement. It was approved by PZC and passed by council on first reading. The Board of Directors of KACC unanimously endorsed the plan on June 5, and KACC will assist in any way possible and be actively involved in implementation of the plan over the next 30 years. KACC will work in concert with other entities in order to provide a holistic approach to economic development and diversity while maintaining the quality of life for the community. Growth was a key element of the plan. KACC will continue to promote Kerrville and fulfill the vision of the 2050 plan.

9. David Barker congratulated and supported Mr. McDaniel and recommended council give him the support and staff he needed to carry out the plan. The plan was guided and created by input from committees and members. When considering implementation of each element of the plan, council should ask the question, how is it going to be funded and is it in the budget. Council should maintain a balanced budget.

10. Fred Gamble stated he was raised in the Doyle area and his mother still lived there. 14 years ago he and Bill Blackburn started the Doyle Community Center (DCC); he would not do anything to hurt DCC or the people in that neighborhood who raised him. He was offended by some people who thought the Doyle neighborhood was ripe for gentrification as the majority of the people owned their homes. There were many other areas in city that were more ripe for gentrification, areas that were flooded with rental property that lacked maintenance. He was not worried about gentrification in the Doyle area. In order for gentrification to occur, there must first be a vital, growing downtown retail and commercial area; Kerrville was not there now; this may happen in the future, but it would not be at the expense of the Doyle area. He was at many of the meetings and if he thought this plan would in any way be harmful to the Doyle area, he would have spoken against it; he did not. He urged council to vote in favor of the plan.

11. Tim Summerlin spoke in support of the 2050 plan; it was thorough and inclusive, and provided a new strategy for moving the community forward. The plan was not "written in stone" and it would go through a regular review process in coming years. The plan was a sound basis for uniting and building our community together.

12. Charlie McIlvain, President and CEO of the Convention and Visitors Bureau, stated that the plan had great potential for creating new opportunities for citizens. It would also make the community more attractive to visitors and investors. Citizen involvement and participation was greater in this plan than what he had seen in other communities. The plan was comprehensive, inclusive, and transparent. Now is the time to move the plan forward with a unanimous positive vote for the Kerrville 2050 plan.

13. Karen Guerro, chair of the river/parks/open spaces subcommittee, stated that the plan would make Kerrville an ever better place to live and raise a family and still honor our rich past. There had been an outstanding effort to include all people in developing this plan.

14. Ed Wallace, subcommittee member, stated the plan was a good plan that would have annual reviews and tweaking as needed. It was a vision, it was not an ordinance or code, so the fears expressed were misplaced. He opined that to vote against this plan was a vote against motherhood and apple pie.

15. Carolyn Lipscomb, steering committee member, stated the plan was inclusive and provided opportunities for all citizens. It was not a law, ordinance or code. Over the next 30 years, councils and staff, with input from citizens, would craft codes and ordinances to implement the plan. She was disappointed to read newspaper columns

written by two councilmembers whose concerns were in isolation and taken out of context. Based on citizen input during public hearings, ordinances and codes could be crafted that will protect neighborhoods. She asked that the two councilmembers cease their efforts to amend the plan and channel their energy to work toward policies and ordinances that will protect neighborhoods against unforeseen consequences.

16. Bruce Stracke encouraged council to look at what Kerrville was trying to accomplish and build a successful plan. Council can review the problematic sections and set out clear guidelines that will avoid the undesired consequences. This was not a perfect plan, but it was a start.

17. Kim Clarkson stated as a parent she wanted her children to be able to make a living and support a family. She served on a subcommittee and wanted to see Kerrville be a vibrant community with a healthy job market, competitive wages and affordable housing. To state that the plan would force people out of their community was not a fair assessment of the plan. She encouraged council to support the plan.

18. Sammi Shaheen stated she had friends who lived in the Doyle community and they were scared they were going to be thrown out of their homes. The two councilmembers who had gone to the Doyle community had been with the plan since the beginning, and if they had concerns, they should not have waited to the last minute to bring up those concerns. The two councilmembers went to the Doyle community to speak and scare the people. She asked that they please stop putting fear in peoples' hearts.

19. Renee Lafaso spoke of inconsistencies and that councilmembers should represent and care about all citizens of Kerrville and get involved in positive ways and not by using fear.

Mayor Blackburn moved to adopt the plan as presented with the caveat that at the city council meeting on July 10 the council appoint a committee to look at property maintenance and pro-active code enforcement and bring back a report to council so that concerns discussed are addressed.

Councilmember Baroody requested discussion prior to a motion.

Ms. Eychner seconded the motion.

Council discussed the following:

- Councilmember Sigerman stated she attended all but one committee meeting and there was discussion about these particular concerns, and the committees came together and agreed to the language in the plan. She read several sections of the plan that protected older neighborhoods and minimized displacement of people and neighborhoods. She supported adoption of the plan; without a plan, something may go unprotected and things may happen that the community does not want. The plan will continue to evolve and change as Kerrville grows.

- Councilmember Eychner apologized to the residents of the Doyle neighborhood for having been targeted and provided information that caused them unnecessary anger and fear. It was manipulative and not respectful.
- Councilmember Baroody stated that a number of people in the community stated the plan was not perfect, it was not just two councilmembers. As far as timing, the first time the action items were presented was on April 27, and the first time he had brought up his concerns of gentrification and involuntary displacement was on May 23 at a steering committee meeting, and it was not a unanimous vote of the steering committee to move the plan forward as he did not vote to do so.

Mr. Baroody proposed that council not adopt the plan without first fixing the problematic sections that could possibly lead to gentrification and displacement. If there was not a problem, then why would council be considering creating a committee. He also recommended that the lack of affordable housing be addressed quickly.

Mr. Baroody noted that he had intended to propose that council create a committee to look at pro-active enforcement of property maintenance, which would, as studies have shown, contribute to involuntary displacement. He wanted to suggest that a committee identify items in the plan and make recommendations to the council.

Mr. Baroody apologized to citizens who were cut off from the process at the public hearings and thanked individuals who did speak out their concerns. Many came to council meetings and PZC meetings where they voiced their concerns. A group of people were looking for clarification of excerpts from the plan, and they were given clarification by him. The meeting he held was the first time they had been told about different aspects of the plan.

- Mayor Blackburn stated he took the two councilmembers' concerns seriously, and out of respect for them, he proposed to appoint a committee to look at property maintenance and pro-active code enforcement issues. Two councilmembers had expressed reservations about the plan by writing news articles and holding community meetings. The committee could report back to the council and those concerns could be addressed further. Information provided at the meeting in the Doyle area had been very scary and inflammatory to persons in that community.

Ms. Eychner called for the question.

Mayor Blackburn stated council would vote whether to end the debate and move on to vote on the motion. The vote was 3 to 1, with Councilmembers Eychner, Sigerman, and Blackburn voting to end the debate and vote on the motion.

Mayor Blackburn restated the motion to adopt the plan as presented with the caveat that at the city council meeting on July 10 the council appoint a committee to look at property maintenance and pro-active code enforcement and bring back a report to council so that concerns discussed could be addressed.

Mr. Baroody noted the motion did not amend the plan, and questioned if the agenda was posted to include creating a committee.

Mr. Hayes clarified that the motion did two things: 1) approved the plan; and 2) set up discussion of a committee to come back for a vote on July 10. He did not see a problem with the motion as stated. Council could drop the part of the motion that would place an item on the next agenda to appoint a committee, or vote to adopt the plan and then ask that an item be placed on a future agenda to appoint a committee.

The motion passed 3 to 1 with Councilmembers Blackburn, Eychner, and Sigerman voting in favor of the motion and Councilmember Baroody voting against the motion.

ADJOURNMENT: The meeting adjourned at 7:40 p.m.

APPROVED: _____

ATTEST: _____

Bill Blackburn, Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
July 10, 2018

On July 10, 2018, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Bill Blackburn in the city hall council chambers at 701 Main Street. The invocation was offered by Councilmember Place Three Judy Eychner, followed by the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT: None

CITY CORE STAFF PRESENT:

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

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

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: were given.

2. VISITORS/CITIZENS FORUM:

2A. Karen Rockoff, certified arborist and landscapist, spoke about the spread of oak wilt disease. She requested the city work on ordinances that would protect trees from contractors who do not use proper methods when cutting trees.

3. PRESENTATIONS:

3A. Resolution of Commendation for Marty Lenard for time served on the Planning and Zoning Commission.

3B. Resolution of Commendation for Sheri Pattillo for time served on the Economic Improvement Corporation.

3C. Introduction of new Airport Manager Mary Rohrer.

3D. Recognition of the Kerrville-Schreiner Park Butterfly Garden Volunteers.

4. CONSENT AGENDA:

Mr. Voelkel removed item 4E from the consent agenda, and Mr. Baroody removed item 4B and 4D from the consent agenda.

Mr. Baroody moved to approve items 4A and 4C; Ms. Eychner seconded the motion and it passed 5-0.

4A. Approval of minutes for the regular city council meeting held May 22, 2018.

4C. Contract for bulk fuel and card services for city's vehicle fleet.

END CONSENT AGENDA

4B. Professional services agreement with Marmon Mok Architecture for the aquatics feasibility study in the amount of \$85,000.00

Ms. Boyle noted the study would look at the existing facility to identify the maintenance issues and the cost to address those issues as well as cost estimates for other scenarios. Stakeholders would be included in the public input process. Following the public input process to determine what the community and stakeholders want, she will give her recommendation.

Mr. Baroody moved for approval of the agreement as presented; Mr. Voelkel seconded the motion and it passed 5-0.

4D. License agreement between Kona Ice Kerrville and the City of Kerrville for operation as a food vendor concession in city parks.

Ms. Boyle noted the agreement was exclusive, and the contractor would be required to be at two locations for set hours.

Mr. Baroody moved to approve the agreement as presented; Ms. Eychner seconded the motion and it passed 5-0.

4E. Authorize the city manager to issue a letter of invitation in support of the US Special Operations Forces Exercises from August 1, 2018 – May 31, 2021.

Chief Knight noted the SOF exercise would not be continuous during the three year period, and they would coordinate their in city activities through the police department.

Mr. Voelkel moved to authorize the letter of invitation as presented; Mr. Baroody seconded the motion and it passed 5-0.

5. PUBLIC HEARING AND POSSIBLE ACTION:

5A. Public hearing for a variance from the distance requirement for a boarding home pursuant to Section 30-17 of the City's Code of Ordinances (1517 E. Main Street).

Mr. Paxton noted that Nikki Saurage requested two variances for this property. The variance being considered now was the distance variance due to the house being within

a half mile of four other boarding homes. If this variance is granted, the second variance would be for reasonable accommodation to increase the number of persons who could live in the home from 8 to 10.

Mayor Blackburn opened the public hearing at 7:30 p.m. and the following persons spoke:

1. Nikki Saurage stated she had purchased the property in order to establish a sober living home (SLH) for women. The purpose of a SLH was to integrate women into the community. Under the Fair Housing Act, they were considered persons with disabilities. She stated that she knew what the issues were and she was aware that there were several other homes within 1/2 mile of the subject property. Currently, no one was living in the house. The ordinance allowed 8 persons to live in this home, and if the distance variance is granted, she will apply for a second variance for reasonable accommodations to allow two additional persons to live in the home. She would not be living on the property. Some of the women had children who would be visiting.

2. Larry Hunter stated he had lived in his home for 28 years, just a few houses away, and he was concerned that the concentration of boarding homes in this area would negatively impact his property values and ability to sell his home in the future. Under full disclosure, if he sells his home, he would have to disclose the number of halfway houses in the area. The concentration of SLHs would affect the value of lower and middle income neighborhoods. He purchased his home in an R-1 neighborhood and a boarding home was not a single-family operation. He understood that the city had to accommodate SLH due to the fair housing act, but the city set up restrictions and one restriction was that homes not be placed within one-half mile. SLH were commercial operations and were operating for a profit. If Ms. Saurage was granted the distance variance and the reasonable accommodation variance, there would be 10 people living in one house. Traffic increased on East Main when the city built the through street. Approving the variances would increase traffic and further deteriorate this neighborhood. Council should defer to the expertise of city staff, which was to deny the request.

3. Denise Herrera spoke representing her parents whose home on Travis Street backed up to the subject property. She and her parents agreed with all of Mr. Hunter's comments. The request was not a family home situation and having so many people in one home would be disturbing to them in their retirement years. They were opposed to having a boarding home in their back yard.

4. Cade Saurage stated that statics show that there was more drug use and dealing in lower income homes than in boarding homes, and property values did not go down because of boarding homes. Boarding homes have rules and restrictions and is a Christian home environment. He would rather have a SLH for women active in recovery than have ten families in a home without rules and restrictions. Alcohol is a disease.

5. Cheryl Arterburn stated she was the owner of two other recovery homes, and one was in the area where this property is located. More SLHs were needed, and Ms. Saurage ran good homes; many of the women who lived in her homes achieved success. She was not opposed to this request. In the past she had tried to rent a

home that she had under lease to three women but the city would not allow her a variance for more than two because more than two was considered to be a boarding home. College students in Kerrville were doing the same thing.

6. James Reeves stated his home was two doors from the subject property. In 2013 the city ordinance was passed; research shows that SLH do reduce property values. Many retirees are in reverse mortgage situations; therefore, the value of their house affects their income. The concentration of group homes cause increased drug trafficking. People in SLHs should have the best care possible, but concentrating this many in one area will create a recovery housing ghetto on East Main Street. Traffic was already terrible and this would increase traffic. Granting another variance to establish another sober living home in this neighborhood would decrease home values, discourage young families with children, and reduce the income of older citizens. The ordinance was created to prevent this exact situation. He asked that council enforce the city ordinance.

No one else spoke and Mayor Blackburn closed the public hearing at 6:56 p.m.

Council also discussed the following:

- A variance should be a good fit for everyone involved; applauded the cause and recognized the necessity of SLH, but neighbors and their rights also should be considered.
- Under the ordinance, the number of people allowed to live in a SLH was limited by certain factors, and one limiting factor was parking. Based on the length of the single lane driveway, five people could be accommodated; Ms. Saurage was proposing that 10 persons be allowed.
- Council should consider amending the ordinance rather than granting variances.

Mr. Hayes noted that if council granted the applicant's request for a variance, the council could impose additional conditions intended to mitigate the impact. If reasonable accommodation was granted, that condition would stay with the property.

Ms. Eychner moved to deny the request as it did not conform with the ordinance. Ms. Sigerman seconded the motion and it passed 4 to 1 with Councilmembers Eychner, Sigerman, Blackburn, and Voelkel voting for the motion, and Councilmember Baroody voting against the motion.

6. ORDINANCE, SECOND AND FINAL READING:

6A. Ordinance No. 2018-12 amending Chapter 102 "Traffic and Vehicles" by adding a new article "Escort of Oversize Loads" which addresses the service provided by the city's police department to escort oversize vehicles through the City of Kerrville, Texas.
Chief Knight noted this ordinance would allow the city to recoup the cost of the police department providing escort services through Kerrville.

Ms. Sigerman moved to approve Ordinance No. 2018-12 amending Chapter 102; Ms. Eychner seconded the motion and it passed 5-0.

7. CONSIDERATION AND POSSIBLE ACTION:

7A. Resolution No. 20-2018 amending the City of Kerrville Fee Schedule by establishing fees to be charged by the Kerrville Police Department to escort oversize vehicles through the city.

Chief Knight requested the fee schedule be amended to establish a fee for the police department to recoup the cost of providing escort services for oversize vehicles through Kerrville.

Ms. Eychner moved to approve Resolution No. 20-2018; Mr. Baroody seconded the motion and it passed 5-0.

7B. Confirmation of project scope for the H-E-B Tennis Center improvement project.

Ms. Boyle reviewed the scope of the overall master plan for the tennis center. Phase I of the plan included resurfacing tennis courts, construction of sidewalks, compliance with ADA access, drainage upgrades, pro shop improvements, fencing upgrades, shaded seating, and improved pathways. The overall master plan was estimated to cost \$4M. Phase I funding was previously approved by council at \$1.3M. Construction for Phase I could begin late summer 2018 with completion anticipated mid 2019. She recommended council accept the master plan and approve the scope for Phase I.

Mr. Baroody moved to approve the scope for the tennis center project; Ms. Sigerman seconded the motion and it passed 5-0.

7C. Resolution No. 24-2018 granting a petition requesting the voluntary annexation of an approximate 3.669 acre tract of land out of the J.D. Leavell Survey No. 1862, Abstract No. 1435, said tract located within Kerr County Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas; consisting of the property addressed as 884 Farm to Market Road 783 (Harper Road); and ordering the preparation of an annexation ordinance.

Mr. Paxton noted the applicant wanted city water and sewer and submitted a petition for annexation. The previous owner had dedicated an easement for water and sewer lines, and the property was contiguous to the city limits. The proposed resolution would grant the petition and trigger the annexation process. Staff recommended approval of the resolution.

Ms. Eychner moved to approve Resolution No. 24-2018; Mr. Voelkel seconded the motion and it passed 5-0.

7D. Resolution No. 23-2018 granting a petition requesting the voluntary annexation of an approximate 0.885 acre tract of land, a portion being out of the Jesus Hernandez Survey No. 548, Abstract No. 189 and another part being out of M.K. and T.E. RY. Co. Survey No. 1862, Abstract 1435; said tract located within Kerr County, Texas and the extraterritorial jurisdiction of the City of Kerrville, Texas; consisting of the property addressed at 874 Farm to Market Road 783 (Harper Road); and ordering the preparation of an annexation ordinance.

Mr. Paxton noted this property was adjacent to the property in Item 7C. The process for the two properties would run concurrent.

Ms. Sigerman moved to approve Resolution No. 23-2018; Mr. Baroody seconded the motion and it passed 5-0.

7E. Resolution No. 25-2018 granting a petition requesting the voluntary annexation of an approximate 59.09 acre tract of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2 and the J.S. Sayder Survey No. 142, Abstract No. 290, said tract located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas; consisting of the property generally located adjacent to State Spur 98 (Thompson Drive) and between its intersections with James Road and Knapp Road.

Mr. Paxton noted the city received a petition requesting annexation of the subject property on Thompson Road in order to construct a residential, apartment and commercial development. He confirmed that Knapp Road was currently a county road, and if the city annexed the property, Knapp Road within the boundaries of the subject property would be a city road; however the developer planned to relocate the roadway to better serve their development. Prior to abandonment, staff would notify utility companies and adjacent property owners who used the road; this would be discussed as part of the platting process.

Mr. Baroody read a letter from Bonnie Johnson, neighbor, who was concerned about the plat design and loosing access to Knapp Road. She stated that a meeting had been held in the county engineer's office. She asked that council table discussion of the annexation at this time until a meeting could be held with landowners, city staff, and the developer.

The following person spoke:

1. Justin MacDonald, part owner of the tract, requested council consider annexation of the property at this time and noted that consideration of the plat would occur later. His attorney attempted to contact the Johnsons multiple times and received no response until yesterday when Mr. Johnson attempted to get a copy of his survey from the surveyor. Mr. MacDonald stated that he did not take a plat to the county. He did present a concept plan to the county in a posted public meeting, and the county's action was to abdicate their platting authority to the city, subject to annexation. The development would go through the city's preliminary and final plat processes with public hearings before the planning and zoning commission. The roadway design would not change their plans for this development. They could work around Knapp Road, but it would adversely affect their ability to dedicate river trail and park easements in that area to the city. They intended to proceed forward with development and asked for consideration of annexation. He noted significant cost for extension of utilities to this property, and he presented preliminary plans to the city economic improvement corporation last year. Annexation was brought up at the EICcf meeting as something they wanted to see prior to funding the request.

Mr. Baroody moved to proceed forward with annexation; Mr. Voelkel seconded the motion and it passed 5-0.

7F. Economic development grant agreement between the City of Kerrville, Texas Economic Improvement Corporation and HL Kerr, LLC in an amount not to exceed \$375,000 to assist with site preparation and redevelopment of the northeast corner of Loop 534 and State Highway 16.

Mr. Hoppe noted the applicant planned to replat three properties and combine them into one 4.4 acre tract in order to accommodate a 55,000 sq. ft. retail tenant and a pad site for an additional tenant. The applicant requested \$375,000 from EIC on a reimbursement basis, with the full amount payable upon demolition and site remediation. Under the agreement, project demolition must be complete by August 2021, but anticipated completion was end of 2018. Full acquisition of the site and adjacent properties was anticipated by October 1, 2018. Business opening anticipated by the end of 2019. Demolition and site development in preparation for a retail building was an eligible use of EIC funds under the Texas Government Code.

Ms. Sigerman moved to approve the economic development grant agreement to assist with site preparation; Ms. Eychner seconded the motion and it passed 5-0.

7G. Development agreement between the City of Kerrville, Texas and Medina River Estates, LLC.

Mr. Hoppe noted the 225 acre tract was located in the city along Hwy. 16, south of the Riverhill subdivision. The applicant proposed to develop the 225 acre tract into a large lot (10-20+ acre) residential subdivision and agreed not to further subdivide the property. There were significant topographic and infrastructure challenges for the site. The developer proposed to have five shared access points to Hwy. 16; provide a 20 ft. utility easement along Hwy. 16 adjacent to an existing 20 ft. wastewater easement; provide a 50 ft. right of way easement on the south side of the property for future proposed primary route between Hwy. 173 and Hwy. 16 (ROW to be utilized within the next 50 years or it would revert back to the property owner); provide new right of way easements for future cul-de-sacs at the end of several streets abutting the Riverhill subdivision; and install a new water main looping through the property and connecting to Riverhill. The city agreed to waive the requirements to plat the overall property; allow for the installation of individual septic systems and waive the requirement to connect to city sewer; waive the requirement to extend the city sewer main across the Hwy. 16 frontage; waive the requirement to build a sidewalk along Hwy. 16.

Mr. Baroody moved to approve the agreement; Ms. Eychner seconded the motion and it passed 5-0.

7H. Authorize execution of a contract for the water treatment plant clarifier equipment with WesTech Engineering, Inc. in the amount of \$513,852.00.

Item was rescheduled to a later date.

7I. Kerrville Sport Complex (KSC) improvement projects.

Ms. Boyle noted a balance of \$255,000 in the KSC project; she presented a prioritized list of projects, totaling \$248,500 that the parks and recreation advisory board had voted unanimously to recommend. On June 12 council approved \$70,400 for lights for the soccer fields.

Council and staff discussed base pads, scoreboards, soccer goals, fertilization versus vertigation, and replacing the in-field dirt.

The following person spoke:

1. Fred Speck, representing the Hill Country Youth Soccer Association, requested three pairs of larger soccer goals as the goals installed were for younger players.

Ms. Boyle noted the existing soccer goals were as per agreed by the HCYSA.

Mr. Baroody moved to direct staff to move forward with items 3, 4 and 5 on the list and to have further discussions about what to do with the rest of it later. Mr. Voelkel seconded the motion and it passed 5-0.

7J. Waiver of perimeter sidewalk construction, per City Code Section 26-36(f), for property located at 1208 First Street.

Mr. Paxton noted the zoning board of adjustment approved the variance to setback requirements. There were no sidewalks on the block and this was not a through street. Mr. Paxton noted that staff had denied the administrative waiver as there was adequate right of way width; however, he recommended approval of the waiver based on the conditions of the area.

Council discussed a timeline for the review of the sidewalk ordinance. Mr. McDaniel noted the committee to discuss this and other issues would be appointed in August.

Ms. Eychner moved to approve the waiver; Ms. Sigerman seconded the motion and it passed 5-0.

7K. Resolution No. 26-2018 creating a committee to review the Kerrville 2050 Comprehensive Plan regarding the issues of property maintenance and proactive code enforcement and authorizing council to make appointments thereto.

Mayor Blackburn noted this was the committee that discussed at the June 26 meeting when the comprehensive plan was approved. He proposed the committee review items in the plan that were of concern to two councilmembers.

Mr. Baroody stated that if majority of council did not see the issues as valid concerns, he saw no value in setting up another committee. It was important to get the mitigating factors right, and the committee as proposed did not address his concerns. His concern was not implementation, it was implementation without study of the effects of proactive code enforcement.

8. ITEMS FOR FUTURE AGENDAS

9. EXECUTIVE SESSION:

Mr. Baroody moved for the city council to go into executive closed session under Section 551.087 (deliberation regarding economic development negotiations) and Section 551.072 (deliberation regarding real property) of Chapter 551 of the Texas Government Code; the motion was seconded by Ms. Sigerman and passed 5-0 to discuss the following matters:

Section 551.087:

9.A Deliberation of the offer of financial or other incentive to a business prospect per Section 551.087 of the Texas Government Code.

Section 551.072:

9.B Deliberation of a lease and value of City's property located at 529 Water Street per Section 551.072 of the Texas Government Code

At 8:20 p.m. the regular meeting recessed. Council went into executive closed session at 8:23 p.m. At 9:17 p.m. the executive closed session recessed and council returned to open session at 9:18 p.m. No action was taken in executive session.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY: None.

ADJOURNMENT: The meeting adjourned at 9:20 p.m.

APPROVED: _____

ATTEST: _____

Bill Blackburn, Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
July 24, 2018

On July 24, 2018, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Bill Blackburn in the city hall council chambers at 701 Main Street. The invocation was offered by Councilmember Delayne Sigerman, followed by the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT: None.

CITY CORE STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
Brenda Craig	City Secretary
E.A. Hoppe	Deputy City Manager
Cheryl Brown	Deputy City Secretary
Amy Dozier	Director of Finance
Kim Meismer	Director of General Operations
David Knight	Police Chief
Stuart Cunyus	Public Information Officer
Dannie Smith	Fire Chief
Guillermo Garcia	Executive Director of Strategic Initiatives
Drew Paxton	Director of Development Services
Ashlea Boyle	Director of Parks and Recreation
Stuart Barron	Director of Public Works

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

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

2. **VISITORS/CITIZENS FORUM:**

2A. Bruce Stracke said Kerrville was a great place and residential and commercial development was occurring. The city was working to get things accomplished.

3. **PRESENTATIONS:**

3A. 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.

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

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

4. CONSENT AGENDA:

Mr. Baroody removed Items 4A, 4B, and 4C from the consent agenda.

Mr. Baroody moved for approval of consent agenda Items 4D-4E; Mr. Voelkel seconded the motion and it passed 5-0:

4D. 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.

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

END OF CONSENT AGENDA

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

Ms. Dozier gave the financial update for the period ended June 30, 2018. A few months ago, she alerted council that sales tax had been coming in under budget and if that trend continued, sales tax revenue would end the year \$200K less than budgeted. Since that time, sales tax had begun rebounding. In May and June sales tax was up 9.23% compared to June 2017; July's sales tax was up 8.3%, and there were slight increases in other categories, and expenditures were also coming in under budget. Ms. Dozier was optimistic that revenue would exceed expenditures by the end of the year. Staff would continue monitoring revenue and expenditures.

Ms. Eychner moved to accept the financial update as presented. Mr. Baroody seconded the motion and it passed 5-0.

4B. Professional agreement for tennis professional by and between the City of Kerrville, Texas, and Daniel A. Rubio.

Ms. Boyle noted no changes in hours of operation from the prior contract. She noted that persons had to be a member of the US Tennis Assn. in order to receive status.

Ms. Sigerman moved to authorize the city manager to finalize and execute an agreement between the city and Daniel Rubio. Ms. Eychner seconded the motion and it passed 5-0.

4C. Non-exclusive license agreement between the City of Kerrville and Camp Gladiator for group exercise with Louise Hays Park.

Ms. Boyle noted the contract incorrectly stated the city would collect 5% of the fees; however, the city would actually collect 10%, consistent with similar agreements.

Mr. Baroody moved to approve the agreement; Ms. Eychner seconded the motion and it passed 5-0.

5. PUBLIC HEARING:

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

Mr. Hoppe noted that the TWDB funding application required a public hearing for the environmental information document for the Legion Lift Station (LLS) project. The city contracted with Freese and Nichols to assist in the application process and the environmental impact packet.

Ben Hagood, Freese and Nichols, stated he conducted the survey and put together the EID. The city owned the areas under environmental review, and the site was previously disturbed. He found no significant environmental impacts. The site was outside the 100 ft. and within the 500 ft. floodplain; critical facilities would be above the flood elevation. There were no waters of the US, no cultural resources including historic and archeological; and no threatened or endangered species would be impacted. The existing lift station would be decommissioned and removed.

Mr. Barron noted the line would be located in the city's existing easement and discussed the route to the wastewater treatment plant headworks.

Mayor Blackburn declared the public hearing open at 6:31 p.m. and the following person spoke:

1. Mario Garcia questioned who would be served by the Legion lift station.

Mr. Barron noted the LLS served about half of the city on the north side of the river, from the 300 block of Main Street to the airport.

No one else spoke and Mayor Blackburn closed the public hearing at 6:33 p.m.

Mr. Baroody noted the EID mentioned a rate increase associated with this project, and he opined that if the city did not have debt for the reuse pond, the Legion project would not have caused a rate increase.

Mr. McDaniel noted the rate increase was for increased operational cost and a number of projects in the 10 year program, of which the Legion lift station project and the TTHM (trihalomethane) project were components. The city had not had a water or sewer rate increase since 2012, despite continual increases in operational costs.

6. ORDINANCE, FIRST READING:

6A. 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.

Mr. Hayes read the ordinance by title and recommended that Chapter 98 be deleted from the Code of Ordinances as the Texas Legislature in 2005 took away cities authority to grant franchise agreements to cable and telecommunications companies.

Ms. Sigerman moved to approve Ordinance No. 2018-14 on first reading; Mr. Voelkel seconded the motion and it passed 5-0.

7. CITY COUNCIL RECESS: The City Council recessed at 6:39 p.m. for a meeting of the Employee Benefits Trust (see separate minutes). The City Council returned to regular session at 6:50 p.m.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. 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.

Ms. Meismer recommended adopting the resolution which would approve the transfer of funds in an amount not to exceed \$6,500 per employee to finance employee benefits and to authorize use of funds from the Employee Benefit Trust Reserve Account if needed.

Ms. Eychner moved to approve Resolution No. 27-2018; Ms. Sigerman seconded the motion and it passed 5-0.

8B. 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.

Sharon Constantinides, KCAD Chief Appraiser, noted the FY2017 audit determined a surplus of \$3,620.00, of which the city of Kerrville's portion was \$489.66. The KCAD board requested the FY2017 budget be amended to allow KCAD to retain the surplus funds for parking improvements at their new location. The surplus was due to employee changes during the year. Kerr County approved KCAD's request, and the City of Ingram did not take action, which was the same as approval.

Mr. Baroody questioned the "veto rule" whereby if action was not taken it was the same as approval. Ms. Constantinides noted the process was established by state law.

Mr. Baroody stated that the percentage for school districts was higher than the City of Kerrville's, and he would vote on the side of school districts rather than KCAD. Also, if KCAD had a need for something, they should budget for that need and not use the budget amendment process at the end of the year as has been done in the past.

Ms. Sigerman moved to approve Resolution No. 30-2018 regarding KCAD's surplus; Ms. Eychner seconded the motion and it passed 5-0.

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

Sharon Constantinides, KCAD Chief Appraiser, presented the FY2019 budget and noted it was the same as FY2018, \$1,070,914; the City of Kerrville's allocation was

\$141,614. The FY19 payments for the building increased \$7,104 but staff proposed cuts that would keep KCAD's budget the same as FY2018.

Mr. Voelkel questioned if Councilmember Eychner was a member of the KCAD Board of Directors and if that was a conflict. Ms. Eychner responded that she was on the KCAD Board. Mr. Hayes noted there was no conflict because she was not paid by KCAD.

Ms. Eychner moved to approve Resolution No. 28-2018; Mr. Voelkel seconded the motion and it passed 5-0.

8D. Authorize execution of a contract for the water treatment plant clarifier equipment with WesTech Engineering, Inc. in the amount of \$513,852.00.

Mr. Hoppe noted that some of the clarifier equipment could not be maintained due to its age. The 2012 water master plan identified this project in the community improvement program for 2015. The project was divided into two phases in order to get the manufacturer working on the equipment (6-8 months), and then hire a general contractor to install the equipment. The city did not participate in a low bid process, it was a best value competitive sealed proposal process, and three proposals were received. The proposal from Envirodyne Systems, Inc. included a manufacturer that was not on the list of acceptable manufacturers as stated in the specifications; therefore, Envirodyne was disqualified by the consultant, leaving two proposals that met project specifications. The consultant ranked WesTech as the best value proposal. Staff recommended awarding the contract to WesTech Engineering, Inc.

Ms. Eychner moved to authorize execution of a contract to WesTech Engineering, Inc. for the purchase of the water treatment plant clarifier equipment in the amount of \$513,852.00; Ms. Sigerman seconded the motion and it passed 5-0.

8E. Professional services agreement for the public safety complex feasibility study with Brinkley Sargent Wiginton Architects, Inc. in the amount of \$113,956.00.

Mr. Burow noted on April 23 the city solicited a request for qualifications to develop a public safety complex feasibility study for the police department, municipal court, and fire department administration offices. Five qualification statements were received and scored based on criteria stated in the RFQ. The highest rated proposer was Brinkley Sargent Wiginton Architects. On June 12 council authorized staff to negotiate a professional services agreement.

Ms. Sigerman moved to authorize execution of a professional services agreement for the public safety complex feasibility study; Ms. Eychner seconded the motion and it passed 5-0.

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

Mr. Paxton noted that Peterson Regional Medical Center was building a new parking lot across Hill Country Drive from the hospital and requested a partial waiver for sidewalk construction. The hospital traffic study recommendation included the installation of a

new three way stop sign along Hill Country Drive and a crosswalk from the parking lot to the hospital and stop signs. Staff recommended approval.

Ms. Sigerman moved to approve the sidewalk waiver; Ms. Eychner seconded the motion and it passed 5-0.

Council discussed placing a moratorium on sidewalk waivers until the code review could be completed. Mr. McDaniel noted it was important to look at all development codes in a comprehensive rewrite. The committee would be appointed in August and the code review should start in October.

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

Ms. Sigerman proposed the following amendment to the Ethics Policy: "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 councilmembers are given notice and an opportunity to attend. This requirement does not apply to informal gatherings called by individual city councilmembers 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."

Ms. Sigerman noted that on June 11 a town hall meeting was held in the Doyle neighborhood about an item on the June 12 council agenda, and a notice was not posted so a quorum of councilmembers could attend. She recommended a statement be added to the ethics policy so all councilmembers could have the benefit of attending such town hall meetings in the future.

Mr. Hayes noted the ethics policy was a self-policing policy. There was no provision for city staff to do anything; staff would not be involved in the policy. Councilmembers can adopt rules to govern their conduct.

The following persons spoke:

1. Peggy McKay was concerned that the amendment might ban councilmembers from discussing matters informally with the public. When such meetings occur, councilmembers could bring input back to city council. Council keeps changing rules, but this amendment was fuzzy and would cause more problems.
2. Nikki Saurage stated the amendment would make informal meetings more political.
3. Sandi Garcia was concerned about freedom of speech. She opined that council members had the right to speak to constituents, and if other councilmembers wanted to hear comments, they should come out to talk to them. This amendment was reactionary, and would change in a few months. Councilmembers should not be

prohibited from speaking to anyone and that was how citizens learn. It should not be up to one councilmember to invite all councilmembers to a meeting.

4. Renee Lofaso stated she agreed with the amendment and opined that all councilmembers should be invited to any community/town hall meeting as all have input and vote. She question why citizens would be afraid of council establishing standards and guidelines to better police themselves. Council should be policed more not less, and everyone's opinions should be heard.

5. Mario Garcia was concerned about freedom of speech, and the Constitution was the policing. He was against the hand-held cell phone ordinance previously passed by city council. He opined this was an attempt to filter or hamper, and not allow councilmembers to have meetings so they could speak. This was finger pointing and councilmembers needed more freedom.

5. Kimber Falkinberg stated that all councilmembers should have freedom of speech. She was used by a councilmember in the past to further their political agenda; citizens should be more informed about matters because political agendas might be at play.

Mr. Voelkel opined that if a councilmember wanted to have a discussion with citizens, he did not need a majority of council to "shadow" his discussions.

Ms. Eychner stated that all councilmembers should be invited to public meetings so they can attend and hear people's comments. Other councilmembers may have wanted to participate in the Doyle town hall meeting.

Mr. Baroody opined that such a rule, if adopted, should be in the procedural rules, not the ethics policy. A rule such as proposed would mean that councilmembers would not be able to hold unposted meetings to provide information to citizens, and this takes away people's freedom of speech. Inviting other councilmembers to the town hall meeting at Doyle would have made it a requirement to attend; there was nothing detrimental to what he did. No one was excluded. There may be times when a councilmember may not want an agenda posted as having the public at a meeting might hinder negotiations. He opined that the rule was reactionary because he had a meeting that all of the council was not invited to. The proposed rule would require the person announcing a meeting to be responsible to have the meeting posted. In the past, he tried to get a meeting posted for a different meeting so he could attend, and he was refused. The perception of this rule was to silence him, and he would like to be able to air what he wanted to say.

Ms. Sigerman opined that many people who attended the meeting in the Doyle area were visibly and emotionally upset, and she would have liked to have met them and discussed their concerns. The Doyle meeting on June 11 was prepared and organized by Councilmember Baroody in order for him to share his concerns with the people. She would like to have had the opportunity to have been included. The people who attended that meeting should have been able to hear all councilmembers' points of view about the comp plan, and councilmembers to have heard their concerns. Getting input from a

councilmember after the fact is a disadvantage to hearing and discussing their concerns personally. She opined that if an item was to come to council on a future agenda and council was divided on the subject, the public should hear all council's points of view.

Mr. Blackburn noted that he did not post an agenda for an informal gathering that he had been asked to speak at, so he cancelled the meeting.

Mayor Blackburn moved to table the matter and bring it back at a future meeting. Ms. Eychner seconded the motion and it passed 4-1 with Councilmembers Blackburn, Eychner, Sigerman, and Voelkel voting in favor of the motion and Councilmember Baroody voting against the motion.

8H. Amendments to the Procedural Rules for Meetings of the Kerrville City Council. Ms. Sigerman proposed adding the following statement to Procedural Rule 7.5 Council Liaisons; attendance at board meetings: "unless invited to do so by the chairperson of the board and/or commission holding the meeting." Ms. Sigerman noted that at a recent planning and zoning commission meeting several councilmembers who were in attendance were asked by the chairman to speak on an issue."

Mr. Voelkel noted that at a previous planning and zoning meeting several councilmembers spoke. Under the current procedural rules, councilmembers may attend meetings but are not to speak unless the item of discussion was the councilmember's personal business or property, as doing so could potentially influence board members since they are appointed by the city council. He opined there was no reason to change the rules to allow councilmembers to speak, even if they are invited to do so by the chair.

Mr. Baroody noted that three councilmembers spoke at the meeting in question, which violated the current procedural rules. If councilmembers speak at board meetings, this could hinder due process. He was also concerned that council deliberated city business in that meeting and the posted agenda stated there would be no deliberation by councilmembers. Mr. Baroody also quoted procedural rule 4.4: "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." Council should not attempt to interpret another councilmember's motives.

Ms. Eychner moved to table and relook at bring back at a future meeting. The motion died for lack of a second.

Mr. Baroody suggested voting on this rule and reviewing the procedural rules document at a later date if needed.

The following person spoke:

1. Mario Garcia stated the council was clear now on the procedural rules.

Mr. Baroody moved to not approve the amendment. Ms. Eychner seconded the motion and it passed 5-0.

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

Mr. Cunyus noted MYAC was established in 2016 by a motion of the council. The proposed resolution and bylaws would officially establish the committee, and staff recommended approval.

The following persons spoke:

- Roman Garcia, stated he was chairman of MYAC and on behalf of MYAC he proposed the following amendment to the bylaws:
 1. Name: Kerrville Youth Action Council (not Advisory Committee).
 2. Regular Meetings: 18 meetings on 2 and 4 Thursdays (not 9 meetings).
 3. Special Meetings: Replace: "... as called by the staff liaison based upon input from KYAC members." WITH: "... as called by the chair or staff liaison upon written request of six (6) council members to the staff liaison and the air. The purpose of the meeting shall be stated in the call, and the agenda shall be sent to all members at least 72 hours before the meeting."
 4. Agenda: Article IV, Section E: "written request ... to the staff liaison or chair ..."; change "or" to "and".
 5. Number of Members: add " and three (3) alternates."

Mr. Garcia stated he wanted 12 regular members which would lower the quorum, and three alternates.

Council also discussed the following:

- There were no term limits on this committee.
- Attendance of members with one meeting per month vs. two meeting per month.
- Ability of the chair to call special meetings.
- The word "Council" implies a level of authority; should be advisory committee.

Mr. Baroody moved to approve Resolution No. 29-2018 including amendments 2, 3, 4, and 5 as presented by Roman Garcia; the name to be "Kerrville Youth Advisory Committee." Mr. Voelkel seconded the motion and it passed 4 - 1 with Councilmembers Baroody, Voelkel, Eychner, and Sigerman voting in favor of the motion; and Mayor Blackburn voting against the motion.

9. INFORMATION & DISCUSSION:

9A. Recovery Community Coalition (RCC) annual update.

Dale Trees, Chairperson of RCC, reviewed the membership and purpose of the RCC. Two education and awareness events were completed with the police department, and three workgroups were assigned to study specific areas: transportation; resource information; and public relations/media. He noted the following:

-A total of 28 group/sober living homes had registered with the city since the ordinance was enacted; however there were currently only 19 homes active and registered to

operate in the city (17 for profit and 2 church affiliated homes). There was no way to track home activity outside the city limits.

- Reviewed calls for service to the police department and fire/EMS at group homes.
- Identified strategies for reducing barriers to recovery in Kerrville.
- RCC reviewed City Ordinance No. 2013-06; consensus was to end the discussion and refocus on other tasks.
- Discussed opportunities for integration, i.e. workforce opportunities.
- Pilot community project: Facing Addiction.

The following person also spoke:

1. Steve Pautler, RCC member and Chief Operating Officer of Peterson Health, stated appreciation to council for their support and staff support in helping to deal with recovery issues constructively.

9B. Annual report by Playhouse 2000, Inc. (P2K)

Jeffrey Brown, Executive Director of Playhouse 2000, Inc. reported on the following:

- Highlights of production activity for 2017-2018:
- 2017 totals: 92 events, 198 used nights, face value of tickets sold was almost \$500,000; total visits were more than 45,000.
- 2018 first half totals: 53 events, 114 used nights, face value of tickets sold was \$298,300; total visits were 30,358.
- Highlighted current and future events.
- Presented the financial activity for 2017 and 2018.
- Reported on the P2K business plan for 2019-2023.

Mr. Brown reported a significant shortfall in revenue, particularly in foundation grants. He noted that most donors preferred to support programing rather than building/facility costs. The City/P2K operational agreement would expire in January 2020; it was an auto renewal agreement; however, he proposed to work with city staff to develop an operating agreement to address city assistance with building costs. This would allow P2K to focus fundraising efforts toward programing

10. BOARD APPOINTMENTS

10A. Appointment to the Recovery Community Coalition.

Ms. Craig noted that the member holding Position 7, representative of the Hill Country Mental Health and Development Disabilities, had resigned. Only one application was on file from a person meeting the qualifications for Position 7. There were also other vacancies, which would be considered at a future meeting.

The following person spoke:

1. Kimber Falkinberg thought the resolution that set up the committee stated two or more persons from each category. She questioned why the city limited the number of members on this committee.

Council noted that the resolution creating RCC stated at least one member should be from each of the seven categories; only one applicant met the qualification for Position 7.

Ms. Eychner moved to appoint Kim Williamson to Position 7 on the Recovery Community Coalition; Mr. Voelkel seconded the motion and it passed 5-0.

10B. Appointment to the Planning and Zoning Commission.
Item was deferred to executive session.

11. CITY MANAGER'S REPORT

Mr. McDaniel provided the capital project status report.

Mr. McDaniel recognized E. A. Hoppe for receiving the Credentialed Manager designation from the International City Management Association, and for being elected to the Texas City Managers Association Board of Directors.

12. ITEMS FOR FUTURE AGENDAS None.

13. EXECUTIVE SESSION:

Mayor Blackburn moved for the city council to go into executive closed session under Section 551.074 (personnel/officers) of Chapter 551 of the Texas Government Code to discuss item 10B as listed below. The motion was seconded by Ms. Eychner and passed 4-1 with Councilmembers Blackburn, Eychner, Sigerman, and Voelkel voting in favor of the motion and Councilmember Baroody voting against the motion.

Section 551.074:

10B. Appointment to the Planning and Zoning Commission.

At 9:23 p.m. the regular meeting recessed. Council went into executive closed session at 9:28 p.m. At 9:40 p.m. the executive closed session recessed and council returned to open session at 9:41 p.m. No action was taken in executive session.

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

10B. Appointment to the Planning & Zoning Commission.

Mr. Baroody moved to appoint Barbara Dewell to the regular member position due to expire January 1, 2020. Mr. Voelkel seconded the motion and it failed 2-3 with Councilmembers Baroody and Voelkel voting in favor of the motion, and Councilmembers Blackburn, Eychner, and Sigerman voting against the motion.

Ms. Eychner moved to appoint Tricia Byrom to the regular member position due to expire January 1, 2020. Ms. Sigerman seconded the motion and it passed 5-0.

ADJOURNMENT: The meeting adjourned at 10:45 p.m.

APPROVED: _____

ATTEST: _____

Bill Blackburn, Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
BUDGET WORKSHOP

KERRVILLE, TEXAS
JUNE 19, 2018

On June 19, 2018, the Kerrville City Council budget workshop was called to order at 10:00 a.m. by Mayor Blackburn in the city hall council chambers at 701 Main Street.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
George Baroody	Mayor Pro Tem
Vincent C. Voelkel	Councilmember
Judy Eychner	Councilmember
Delayne Sigerman	Councilmember

COUNCILMEMBER ABSENT: None.

CITY STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Amy Dozier	Director of Finance
Kim Meismar	Director of General Operations
David Knight	Police Chief
Dannie Smith	Fire Chief
Stuart Cunyus	Public Information Officer

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

**DISCUSSION AND DIRECTION TO STAFF REGARDING THE PROPOSED
FISCAL YEAR 2019 BUDGET**

Ms. Dozier noted the certified tax roll was scheduled to be provided by the Kerr Central Appraisal District by July 25, 2018.

General Fund:

Ms. Dozier discussed the following:

- 61% of revenue is from property tax and sales tax.
- 63% of expenditures are public safety and streets.
- Unassigned fund balance goal is 25% of operating expenditures per city financial policy.
- Regarding FY2018: revenues will slightly exceed expenditures; revenues anticipated to be \$307,000 below budget due to lower sales tax receipts than forecasted; expenditures \$524,000 below budget due to staff vacancies and spending controls; and proposed \$900,000 fund balance draw down to cover golf fund balance (\$200,000), asset replacement and new capital project budgeted items.

-Proposed FY2019 budget is balanced, ending reserve of 26.2%, and development services department to be a separate fund.

-Five year fiscal forecast for FY2020-2023 growth assumptions: 2.5% annual property tax, 2.0% annual sales tax, 2.5% annual other revenues, 3.0% annual personnel expenditures, and 1.5% annual other expenditures.

Revenue:

-Property tax revenue from KCAD assumes 2.9% increase in taxable assessed value; city budget does not assume a property tax rate change in 2019.

-FY2019 sales tax budgeted at 2.75% growth over FY2018.

-\$200,000 revenue anticipated for ambulance supplemental payment program, reimbursement for unrecovered costs associated with Medicaid patients during 2017.

-\$84,000 anticipated revenue for new oversize load escort fee.

-Street use fee increased from 2% to 3%; resulting additional \$126,000 to go directly to paving budget. This fee is for the water/sewer fund to pay the general fund for using city streets; this would cover infrastructure repairs.

-Small increases in Kerrville Schreiner Park fees and solid waste per ton tipping fee.

-Revenues transferred in from water/sewer fund to pay for city support services.

-Revenues transferred in from water/sewer fund for parks maintenance mowing at well sites and lift stations and staff support (public works and engineering).

Expenditures:

-Total proposed FY2019 expenditure of \$27.3 million.

-Public Safety expenditures included: salary and step adjustments to address compression and market competitiveness; 2% overall increase; restructured step plan to eliminate compression issues between steps; 4% step increase for eligible employees. Total budget: Police: \$6.0M, up 4.1%; Fire: \$7.8M, up 5.7%.

-Salaries included: Public safety (above); 3% average merit increase for general employees.

-\$50,000 salary vacancy savings budgeted (new item).

-Staffing level proposed to increase from 254 to 260, same level as FY2010.

-Staff reorganization will bring KSP maintenance under parks maintenance division.

-Sports Complex included two additional maintenance workers; however, expenditures were projected to be lower due to change to reuse water.

-Propose a new Community Events Department and add one new position, tourism and event coordinator to support tourism industry, and added/expanded events, marketing and sports opportunities; \$25,000 partial funding from HOT revenue.

-Engineering added construction inspector position to focus on public infrastructure inspections.

-Added project manager position in general operations to be responsible for main street program, economic development support, and workforce housing initiatives; partially funded (\$30,000) by EIC.

Development Services Fund:

FY19 budget proposed moving development services to a separate fund in order to focus on that department more closely. Expenditures included: \$79,000 for software, \$300,000 for code rewrite, and fee study to evaluate simplification and equity with comparison cities.

ADJOURNMENT. The meeting adjourned at 11:46 a.m.

APPROVED: _____

ATTEST:

Bill Blackburn, Mayor

Brenda Craig City Secretary

CITY COUNCIL MINUTES
BUDGET WORKSHOP

KERRVILLE, TEXAS
JULY 23, 2018

On July 23, 2018, the Kerrville City Council budget workshop was called to order at 10:00 a.m. by Mayor Blackburn in the city hall council chambers at 701 Main Street.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
George Baroody	Mayor Pro Tem
Vincent C. Voelkel	Councilmember
Judy Eychner	Councilmember
Delayne Sigerman	Councilmember

COUNCILMEMBER ABSENT: None.

CITY STAFF PRESENT:

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

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

**DISCUSSION AND DIRECTION TO STAFF REGARDING THE PROPOSED
FISCAL YEAR 2019 BUDGET**

Ms. Dozier gave an overview of the W/S fund and discussed the following:

Water and Sewer Fund:

Ms. Dozier discussed the following:

- Budget was balanced with \$12.6M in revenues and expenditures.
- Water sales contributed 48.4% of revenue; sewer sales were at 44.3%.
- Budget included volumetric rate increases of 4% for water and 2% for sewer.

The average residential customer (8,000 gallons) monthly bill would increase \$1.84 for both water and sewer in FY2019. The last volumetric rate increase was in 2011 for sewer, and 2012 for water. The proposed increases would cover items such as: Legion lift station, TTHM (trihalomethanes) reduction, and increased operational costs.

- Included fee increases for meters, water taps, and sewer taps to cover actual cost only; Kerrville's fees were low compared to other cities.

- Included a full year of estimated revenues from expanded reuse customers; new customers were Kerrville Sports Complex, Schreiner University, and Riverhill. Most customers' rates were governed by their individual contract.
- Largest expense category was debt service transfer.
- W/S expenditures included:
 - Debt transfer included first year debt service for Legion lift station loan from the Texas Water Development Board.
 - Added one chief operator position to water distribution department.
 - \$250K contingency in Other and General Operations categories to be transferred as necessary for large repairs.
 - Transfer to general fund included 3% street use fee. Support services fee was reduced about \$95K after additional analysis following June 18 workshop.
- W/S capital projects included:
 - Legion lift station expansion, \$9.85M; and trihalomethane (TTHM) mitigation, \$4.1M.
 - Legion lift station project will be funded with a \$2M contribution from the economic improvement corporation and debt funding from the Texas Water Development Board.
 - TTHM mitigation project will be funded with TWDB debt.
 - FY2019 budget included \$1.8M for: rehabilitation of water reclamation's oxidation ditch, rehabilitation of water production's clarifier, potential new well, wastewater master plan update, additional system looping, and long range water plan.
- W/S asset replacements included:
 - FY2019 budget W/S asset replacements included: Vacuum excavation trailer, \$105K; well site generators, \$150K; two 72" mowers for water reclamation, \$22K; lab generator, \$10K, water reclamation dump truck, \$84K; and water reclamation 1-ton truck, \$45,600.
- FY2019 budget was within the 35% self-imposed debt service cap established by city policy.

Other Funds:

- General capital projects included: tennis center renovation (\$1.5M from EIC); downtown and garage streetscape improvements, (\$765K from EIC); funding for AC Schreiner Mansion renovations; Landfill expansion permitting, \$181K; development services software, \$79K; public safety complex study, \$150K; development services code rewrite, \$300K; enclose clock tower elevator, \$210K; drainage master plan, \$200K; and pavement master plan, \$100K
- May consider a bond election in May 2019; keep tax rate the same and still cover projects such as the public safety complex, and parks improvements. New debt would occur as old debt ended, thus debt service would not increase.
- General asset replacement included: one automated chest compression device for EMS, \$20K; two servers and wireless controller, \$41K, and mowers and various parks equipment \$80K.
- General vehicle replacement included: fire department pumper truck, \$650K; two ambulance remounts, \$149K each; two vehicles for fire, \$87K for

both; three patrol vehicles, \$37K each; two parks maintenance trucks, \$30K each; one street department truck, \$30K, and one building services truck, \$27K.

Golf Fund:

Ms. Dozier proposed transferring \$200K to the golf fund to cover a negative cash balance for FY2018. The FY2019 budget included: \$80K transfer (\$70K from the general fund and \$10K from HOT fund); additional equipment under new lease; over seeding of greens; net replacements; and a slight increase in golf fees.

HOT Fund and HOT Reserve Funds:

FY2019 budget included funding for: CVB \$942K (a 3% increase; CVB requested \$980); Arts Coop, \$60K; 4th on the River, Festival of the Arts, Triathlon, \$25K each; Playhouse 2000, \$50K; events coordinator, \$25K; and golf tournaments, \$10K. The fund balance in both funds are currently earmarked for tourism facilities.

Ms. Dozier noted revenues and expenditures for other large funds.

ADJOURNMENT. The meeting adjourned at 11:32 a.m.

APPROVED: _____

Bill Blackburn, Mayor

Brenda Craig City Secretary

CITY COUNCIL MINUTES
OF A SPECIAL MEETING

KERRVILLE, TEXAS
JULY 12, 2018

Thursday July 12, 2018, a meeting of the Kerrville City Council and Kerrville Convention and Visitors Bureau was called to order by Mayor Blackburn at 12:09 p.m. at the Y.O. Ranch Hotel, Guadalupe Room, 2033 Sidney Baker, Kerrville, Texas. Invocation was offered by Charlie McIlvain, President/CEO of the CVB.

CITY COUNCILMEMBERS PRESENT:

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

CITY COUNCILMEMBERS ABSENT: None.

CITY STAFF PRESENT:

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Brenda G. Craig	City Secretary
Amy Dozier	Director of Finance
Ashlea Boyle	Director of Parks and Recreation
Kim Meismer	Director of General Operations

CVB BOARD MEMBERS PRESENT:

Greg Maxwell, Chairman	
Jan Lynch, Vice Chairman	
Karol Schreiner, Secretary	
Tom Myers, Treasurer	
Lisa Winters	John Helm
Mike Lemmons	Stephanie Turnham
Laura Russell	

**PRESENTATION OF THE KERRVILLE CONVENTION & VISITORS BUREAU (CVB)
BUDGET AND MARKETING PLAN FOR 2018-2019:**

Charlie McIlvain, President and Chief Executive Officer of CVB, presented the CVB 2018 annual report and the 2018-2019 Marketing Plan.

Mr. McIlvain submitted a proposed budget for FY18-19 of \$980,099, including two new projects: increased advertising for the Kerrville Sports Center and building maintenance needs. He discussed the following:

- HOT collections increased 7.5% from FY15/16 to 16/17 and collections for FY 17/18 increased 10% over this time last year.
- Sales tax collections increased over \$8M in 2017 and Kerrville continued to exceed

Fredericksburg and Boerne.

- CVB's proposed budget would allocate 62% of the budget for marketing, 11% for the visitor center, and 27% on administration.
- Tourism generated \$67M in direct travel spending and provided 1,100 jobs in the Kerrville area; generated \$2.4M in local sales tax revenue and \$3.9M in state tax revenues; and reduced the local tax burden on residents by \$6.9M in 2017.
- Visitor originations, media advertising and use of social media.
- 11 entities were active in the arts advertising coop managed by CVB.
- Reviewed several challenges: most bed and breakfast establishments were not paying HOT which negatively impacted the city's budget and reduced overnight stays at hotels that did collect HOT; continued attempts by the state legislature to advance the start of school opening which decreased summer camp scheduling; and the lack of conference center/large meeting space and aging hotel inventory limited CVB's ability to attract white collar events.

Mr. Myers asked where the city planned to spend HOT revenues that were being retained by the city. Mr. McDaniel noted funds were being budgeted for: Fourth on the River, Festival of the Arts, and Playhouse 2000.

Laura Russel requested the city look at providing indoor activities for children so they can get out of the hotel rooms during inclement weather.

The meeting adjourned at 1:20 p.m.

APPROVED: _____

ATTEST: _____

Bill Blackburn, Mayor

Brenda G. Craig, City Secretary

CITY OF KERRVILLE, TEXAS EMPLOYEE BENEFITS TRUST JULY 24, 2018

On July 24, 2018, the City of Kerrville Employee Benefits Trust met at 6:40 p.m. in the city hall council chambers, 701 Main Street, Kerrville, Texas.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

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

CONSIDERATION AND POSSIBLE ACTION:

Approval of the Fiscal Year 2019 employee benefit plans.

Ms. Meismer noted that under the Texas Insurance Code there was an annual tax in the amount of 1.75% imposed on insurers for gross premiums received from policyholders; however, under the Employee Benefit Trust (EBT), the city was exempt from this tax. The city council approved a resolution creating the EBT in July 2008, and since that date the savings to the city has been \$450,665. As of June 30, 2018, the balance in the Benefit Reserve account was \$462,325.

Ms. Meismer noted that Blue Cross Blue Shield (BCBS) offered a bid of 1% increase over FY2018, for the same plan for medical benefits. She recommended that council, acting as the trustees of the Employee Benefit Trust, approve the following:

- The city's contribution for employee benefits be budgeted at \$6,500 per employee for FY2019.
- Authorize the use of funds from the Employee Benefit Reserve account, if needed.
- The city manager be authorized to sign the contracts with the following providers:
 - Medical: Blue Cross Blue Shield of Texas
 - Dental: Standard Life
 - Vision: Standard Life
 - Group Life & AD&D, Voluntary Life & AD&D, and Short Term Disability: Standard Life
 - Voluntary Life & AD&D: Standard Life
 - Voluntary Short Term Disability: Standard Life

Ms. Sigerman moved to approve the FY2019 employee benefits plan as presented. Ms. Eychner seconded the motion and it passed 5-0.

Adjournment.

The City of Kerrville Employee Benefits Trust meeting adjourned at 6:50 p.m.

APPROVED: _____

ATTEST:

Bill Blackburn, Chairman

Brenda G. Craig, City Secretary



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

SUBJECT: Resolution No. 31-2018 Designating the Kerrville Daily Times as the Official Newspaper for the City of Kerrville, Texas; providing authority for the City Manager to act as may be appropriate; providing for an effecting date; repealing Resolution No. 35-2017 and any other resolutions in conflict herewith.

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 7/30/2018

SUBMITTED BY: Brenda Craig
City Secretary

EXHIBITS: Resolution No. 31-2018

Expenditure Required: \$0	Current Balance in Account: N/A	Amount Budgeted: N/A	Account Number: N/A
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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 September 12, 2017, the Kerrville City Council approved Resolution No. 35-2017 designating the Kerrville Daily Times as the official newspaper for the City of Kerrville, effective October 1, 2017, through September 30, 2018. Due to the expiration of Resolution No. 35-2017, staff has prepared the attached Resolution 31-2018 designating the Kerrville Daily Times as the official newspaper for the City of Kerrville, Texas, providing authority for the City Manager to act as may be appropriate, and repealing Resolution No. 35-2017.

RECOMMENDED ACTION:

Approve Resolution No. 31-2018.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 31-2018**

A RESOLUTION DESIGNATING THE KERRVILLE DAILY TIMES AS THE OFFICIAL NEWSPAPER FOR THE CITY OF KERRVILLE, TEXAS; PROVIDING AUTHORITY FOR THE CITY MANAGER TO ACT AS MAY BE APPROPRIATE; PROVIDING FOR AN EFFECTIVE DATE; REPEALING RESOLUTION NO. 35-2017 AND ANY OTHER RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, the Texas Local Government Code anticipates that a home-rule city will designate an official newspaper; and

WHEREAS, at various times and for various purposes, both the Charter of the City of Kerrville and state and other laws require the publication of ordinances, notices, and other matters in a newspaper of general circulation; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to designate the City's official newspaper;

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

SECTION ONE. City Council designates the *Kerrville Daily Times* as the official newspaper of the City of Kerrville, Texas. In addition, and based upon delivery area, publication schedule, paid readership, community involvement, and advertising, Council determines that the *Kerrville Daily Times* is a newspaper of general circulation.

SECTION TWO. City Council finds it to be in the public interest to publish, as much possible based upon timing and publication schedule, all required notices in the *Hill Country Community Journal*, as a way of reaching additional persons. Such notices are provided as unofficial, courtesy notices.

SECTION THREE. The City Manager is authorized to act under the direction of, and on behalf of, the City of Kerrville in all matters related to the official newspaper.

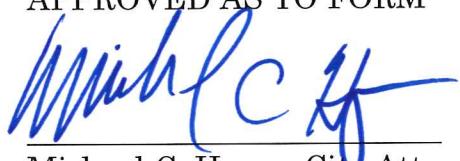
SECTION FOUR. Resolution No. 35-2017 and any other previously adopted resolutions are repealed to the extent of any conflict with this Resolution.

SECTION FIVE. This Resolution shall become effective immediately upon its passage and execution and shall remain in effect until repealed and replaced with a similar resolution.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary



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

SUBJECT: A User Agreement with Global Spectrum, LP for use of the Hill Country Youth Event Center for the 2019 Daddy Daughter Dance.

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/8/2018

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

EXHIBITS: Agreement

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

Agreement with Hill Country Youth Event Center (HCYEC) for use of the facility for the 2019 Daddy Daughter Dance to be held on February 16th. The dance was moved from the Dietert Center to the HCYEC in 2018 due to the success of the event. The event sold out every year since its inception in 2009, thus necessitating a larger venue. Utilizing the HCYEC has allowed for increased number of participants, nearly doubling the available tickets.

Pursuant to our current purchasing policy, Council action is required for approval of this agreement.

RECOMMENDED ACTION:

Authorize staff to enter into a user agreement with Global Spectrum, LP for use of the Hill Country Youth Event Center for the 2019 Daddy Daughter Dance.

HILL COUNTRY YOUTH EVENT CENTER

USER AGREEMENT

Parties:

Lessor: Global Spectrum, LP
3785 Highway 27
Kerrville, Texas 78028

Term:

This Agreement shall be effective for the dates and times reflected in the attached "Reservation and Event Information Form" (Exhibit A).

Premises:

The area(s) of the Hill Country Youth Event Center ("Center") designated in the attached Exhibit A shall be reserved for the exclusive use by Lessee during the time period(s) listed therein, under the conditions contained in said Exhibit. By entering into this Agreement, Lessee agrees to abide by the conditions contained in this Exhibit.

Consideration:

Lessee agrees to pay to Global Spectrum, LP the sum(s) as reflected in the attached Exhibit for use of the identified areas of the Center during the date(s) and time(s) indicated therein. All amounts must be paid by check, money order or bank draft (payable to Global Spectrum, LP); cash will not be accepted. All amounts shall be mailed or delivered to: Global Spectrum, LP, 3785 Highway 27, Kerrville, Texas 78028

Reservations:

After Lessee submits a completed "Reservation and Event Information Form," the date(s) agreed upon for the lease period will be held for 5 working days. A deposit of 50% of the total lease amount must be made within five (5) working days of submission of the form, unless otherwise agreed in writing between Lessor and Lessee at the time of reservation. If such payment is not made, the dates will thereafter be available to the public for reservation. Failure of Lessee to pay the remaining balance due on or before twenty-one (21) working days before the event will result in cancellation of the event by Lessor, with Lessee being responsible for any and all direct or indirect costs resulting from such cancellation. A Lessee may reserve up to 4 dates within a 12-month period by paying one deposit. Reservation of any date(s) more than 12 months from the date of reservation may be made by payment of a non-refundable deposit of \$500.00 for each date reserved.

Insurance

At least ten (10) working days prior to the planned use of the Center, Lessee shall provide Lessor with an ACORD™ Certificate of Insurance evidencing Lessee has Comprehensive Commercial General Liability insurance coverage for bodily injury, death, and property damage limits of at least \$500,000.00 Per Occurrence / \$1,000,000.00 General Aggregate, naming Lessor and Lessee as insured parties under said policy (without condition or cost to Lessor). For any event where alcohol will be served, Lessee must also provide liquor liability insurance coverage with minimum limits of \$500,000.00 per occurrence / \$1,000,000.00 General Aggregate naming Lessor as an Additional Insured. Coverage shall be provided by carriers admitted to do business in the State of Texas as either "Admitted" or accepted Excess Surplus Lines carriers. Insurance shall be in a form and substance satisfactory to Lessor. All carriers must have an "A-" or better, A.M. Best rating.

Security:

Lessee agrees to provide sufficient security during the lease term to maintain law and order and to protect the safety and security of all attendees. For any event that will utilize the leased facility after 9:00 p.m. or where liquor is to be served, Lessee shall provide at least one TCLEOSE licensed and commissioned peace officer for security for each 100 persons in attendance, but in no event shall there be fewer than two security officers for any event requiring security, unless otherwise agreed to in writing between the parties. It is Lessee's responsibility to arrange for and pay the required security personnel, and to provide Lessor with proof that such services have been arranged. Such security personnel shall be deemed independent contractors for purposes of this agreement and shall operate under the direction and control of Lessee during any event. Failure to comply with the requirement to provide security personnel will result in immediate suspension or cancellation of the event with no refund. (Example: up to 200 people – 2 officers; 201-300 people – 3 officers; 301-400 – 4 officers)

Property Damage:

Lessee shall be responsible for and agrees to pay Lessor for any and all costs of repair or replacement of property damaged or destroyed by Lessee, its agents, representatives, employees or invitees.

Lessee's Personal Property:

Lessor shall not be responsible for loss or damage to personal property belonging to Lessee, its agents, representatives, employees or invitees.

Right of Entry:

Lessor retains the right to enter the leased premises at all times.

Emergency Contact:

If any emergency relating to use of the facility arises outside of regular business hours that requires contacting Lessor, the following telephone number should be used to contact the maintenance personnel on call: 970-988-4288.

Assignment/Sublease:

Lessee may not assign or sublease under this Agreement without the express written permission of Lessor.

Indemnity: 8/3/13 Ab W/ W/ GM

Lessee agrees to indemnify and hold Lessor harmless from any and all claims or liability for damages to any person or persons for personal injuries or death or loss or damage to property occasioned by or in connection with the use of the leased premises caused by any source whatsoever. Lessee hereby assumes full responsibility for the acts, conduct, or omissions of all persons admitted to the leased premises by Lessee, its agents, representatives, or employees during the lease term.

Entire Agreement:

This Agreement constitutes the complete and entire agreement between the parties hereto, and supersedes any other written or oral agreements, promises or representations made by either party.

Severability:

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent be found invalid or unenforceable, the remainder of this Agreement or application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Modification

No modification of this Agreement shall be of any force or effect unless made in writing, attached hereto, and executed by Lessor and Lessee.

Choice of Law and Forum:

This Agreement shall be governed, construed, and interpreted under the laws of the State of Texas. Kerr County, Texas, shall be the proper forum for resolving any and all disputes arising from or under this Agreement.

Observance of Laws and Court Orders:

Lessee, its agents, representatives, employees and invitees shall comply with all laws of this state and of the United States, and all local rules and ordinances, including but not limited to all applicable rules, court orders, and laws relating to the health, registration and vaccination of animals, and all local and state fire code regulations.

Taxes:

Lessee shall collect all applicable taxes on sales of tickets and/or other items and shall remit the amounts to the proper authority as required by law.

Cancellation:

Lessee shall receive a full refund, less a 20% administrative fee, if Lessor receives notice of such cancellation at least 6 months prior to the date scheduled. No refund shall be made for any cancellation made later than 6 months before the event.

Upon written declaration by the County Judge of a public emergency requiring use of the Center during a term covered by this Agreement, this Agreement shall terminate effective

immediately. Lessor may cancel this Agreement at any time and for any reason with 60 days written notice to Lessee of cancellation. Notice is effective when mailed via U.S. First Class mail to the address for Lessee above. In the event of cancellation by Lessor, Lessor will refund to Lessee all deposits and rental fees paid under this Agreement. Lessee agrees that any claim for damages against Lessor is limited to only the sum of deposits and rental fees paid by Lessee to Lessor under this Agreement.

Signed and agreed to on this _____ day of _____, 20____.

Lessor: Global Spectrum, LP

By: _____
(Authorized Agent)

Lessee (Authorized Agent)

Hill County Youth Event Center Reservation Request Form
3785 State Hwy. 27, Kerrville, TX 78028

(830) 896-9044

Name / Organization Name	CITY OF KERRVILLE - DADDY & DAUGHTER DANCE	Date
Contact Person	ROSA LEDESMA	State
Address		Zip
Phone Number	830.258.1160	email roas.ledesma@kerrvilletx.gov
Secondary Contact	Ashlea Boyle	City
Address		State
Phone Number		Zip

Reservation Dates	FEB 16TH 2019						
Reservation Day(s)	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mark Days					X	X	X
Event Times	Start	8:00 AM	Finish	10:00 PM			

ALL RENTALS FEES ARE PER DAY *EXCEPT MEETING ROOMS

****ASK ABOUT OUR COMMUNITY RATES**

Facilities Needed	Quantity	Fixed	Cost	Total	Additional Notes Section
Indoor Arena		\$900.00	\$0.00	\$0.00	
Day 2		\$500.00	\$0.00	\$0.00	
Add'l days		\$400.00	\$0.00	\$0.00	
Event Hall					
Dance/Banquet					
Up to 250 people (1/2 hall)		\$1,500.00	\$0.00	\$0.00	
251-500 people	0.5	\$2,000.00	\$1,000.00	\$1,000.00	
Over 500 people		\$3,000.00	\$0.00	\$0.00	
Commercial Event free adm		\$1,500.00	\$0.00	\$0.00	
Commercial Event pay adm		\$1,000.00	\$0.00	\$0.00	
Day 2		\$800.00	\$0.00	\$0.00	
Add'l days (each)		\$400.00	\$0.00	\$0.00	
Electrical Outlets (1st 10 incld)					
Each add'l outlet		\$25.00	\$0.00	\$0.00	
Each add'l hour (12:00-2:00)		\$100.00	\$0.00	\$0.00	
*Meeting Rooms					
Large Meeting Room (4HR)		\$200.00	\$0.00	\$0.00	
Small Meeting Room (4HR)		\$100.00	\$0.00	\$0.00	
Both Meeting Rooms (4HR)	0.5	\$250.00	\$125.00	\$125.00	Will be allowed access Friday and Sunday as needed
All Day rental add 25%		125.00%	\$0.00	\$0.00	includes stage set up and any needed AV that we have
Show Barn		\$750.00	\$0.00	\$0.00	No additional charge for added round tables over the 20
Day 2		\$500.00	\$0.00	\$0.00	adding meeting rooms and show barn to contract at discounted
Each Add'l Day	0.5	\$300.00	\$150.00	\$150.00	rates, they were used but not on 2018 contract.
Parking Lot only Rental		\$500.00	\$0.00	\$0.00	
Outdoor Shows		\$500.00	\$0.00	\$0.00	
Day 2		\$300.00	\$0.00	\$0.00	
Add'l day		\$150.00	\$0.00	\$0.00	
Outdoor Arena		\$150.00	\$0.00	\$0.00	
River Star		\$500.00	\$0.00	\$0.00	
10 tables/100 chairs incld					
Day 2		\$300.00	\$0.00	\$0.00	
No Hassle Fee	0	\$450.00	\$0.00	\$0.00	
Concessions Buy Out	TBD	\$0.00	\$0.00	\$0.00	
Round tables + 10 chairs	20	\$25.00	\$500.00	\$500.00	**50% discount on rental space rates for approved 501c3 holders
Rectangle tables and metal chairs		\$1.00	\$0.00	\$0.00	Other set up costs, food and beverage, cleaning deposits will not be given
RV Hookups (water + elec)		\$25.00	\$0.00	\$0.00	at a discount unless otherwise agreed to by the facility or
Horse Stalls (per day)		\$10.00	\$0.00	\$0.00	Commissioner's Court decision.
Liability Insurance (TBD)					
TOTAL CONTRACT PRICE				\$1,775.00	
50% down payment				\$0.00	
REMAINING BALANCE				\$1,775.00	

DOWN PAYMENT Date Rec'd _____ Amt Rec'd: _____ Check/Cash: _____ Rec'd By: _____

PAYMENT Date Rec'd _____ Amt Rec'd: _____ Check/Cash _____ Rec'd By: _____

PAYMENT Date Rec'd _____ Amt Rec'd: _____ Check/Cash _____ Rec'd By: _____

Mail payment to: 3785 Highway 27, Kerrville, TX, 78028

Make checks payable to: Global Spectrum LP

SIGNATURE _____

DATE _____



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

SUBJECT: Agreement with Premier Courts, LC for resurfacing of tennis courts at the H-E-B Tennis Center through the Texas BuyBoard in the amount of \$57,304.

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/8/2018

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

EXHIBITS: Agreement

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$57,304	\$1,455,333	\$57,304	70-7000-2000 Project #70-17002

PAYMENT TO BE MADE TO: Premier Courts, LC
P.O. Box 6229
San Antonio, TX 78209-0229

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	P - Parks/Open Space/River Corridor	
Guiding Principle	P5 - Focus on enhancing/investing in existing parks, their purpose or repurpose and improving accessibility before acquiring land for new parks	

Action Item

N/A

SUMMARY STATEMENT:

Attached is an agreement with Premier Courts, LC for resurfacing of eight tennis courts and other minor improvements at the H-E-B Tennis Center. This work has been identified and included in the scope of work for phase 1 of the Tennis Center Improvement Project Master Plan. The improvement project is being phased, as much as possible, to have the least impact to players, and staff believes it is in the best interest to complete this phase first. After evaluation of needs and timing, the most efficient procurement method is for the City to contract directly with Premier Courts, LC, through the Texas BuyBoard for this purpose. This project was bid in accordance with state law and city policy via BuyBoard. If approved, work will begin in late August or early September and will conclude by the end of October 2018.

The scope of work includes:

- Pressure washing of the courts (preparation for resurfacing);
- Patch all major cracks;
- Apply Acrylic Color Coat System in two colors (blue and green) to courts 1-4 and 11-14;
- Stripe courts using acrylic white line paint in accordance with USTA specifications;
- Stripe eight Quickstart courts;

- Paint the concrete wall on the north end of the west courts;
- Paint net posts;
- Cleanup; and
- A one year warranty.

RECOMMENDED ACTION:

Authorize the City Manager to execute an agreement with Premier Courts, LC for resurfacing of tennis courts at the H-E-B Tennis Center through the Texas BuyBoard in the amount of \$57,304.

**Agreement Between the City of Kerrville
and Premier Courts, LC
HEB Tennis Center Court Resurfacing Project**

This Agreement, entered into this _____ day of August, 2018, between the City of Kerrville, Texas (“City,”) and Premier Courts, LC (“Contractor”), provides as follows:

I. PARTY ADDRESSES

City:

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

Contractor:

Premier Courts, LC Attn: Carl Schenken Jr., President
P.O. Box 6229
San Antonio, Texas 78209-0229

II. CONTRACT DOCUMENTS

The Agreement between the parties consists of this Agreement and Contractor’s Scope of Services and contract amount, which is attached as **Exhibit A**. The Scope of Services addresses all work to be performed to the City’s HEB Tennis Center (the “Project”) and is made fully a part of this Agreement. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

III. WORK TO BE PERFORMED

Contractor shall provide all materials, labor, and incidentals necessary to complete the Project. Contractor shall fully execute, or have executed, all work described in this Agreement.

IV. DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION, AND OPERATIONAL DATE

- a. The effective date of this Agreement is the date that the City Manager signs this Agreement.
- b. Contractor shall provide all payment and performance bonds and certificates of insurance at the preconstruction meeting with the City, which shall occur before any work begins on the Project.
- c. Contractor shall achieve substantial completion of the Project on or before October 31, 2018. “Substantial completion” is defined as the condition of work performed by

Contractor to allow for normal use of the tennis courts such that the courts consist of a commercial grade quality and are acceptable for play, both functionally and aesthetically.

- d. Contractor shall commence construction no later than twenty (20) days after the effective date.
- e. Construction delays alleged to have been caused by inclement weather or other delays will be subject to review and approval by the City.

V. CONTRACT SUM

City shall pay the Contractor fifty-seven thousand three hundred and four dollars (\$57,304.00), pursuant to the payment schedule specified below, for the Project.

VI. PAYMENTS

- a. Payment for work will be due upon completion of Project and following City's written notification of final acceptance of the Project.
- b. City's final payment to Contractor shall be made no later than fifteen (15) days after the issuance of City's notification of Project acceptance.
- c. City may elect to retain funds where incomplete work or unsettled claims exist.

VII. LIQUIDATED DAMAGES

The parties agree that liquidated damages are established in the amount of Three Hundred Dollars (\$300.00) and will be automatically and immediately imposed for work which is not substantially complete per each working day (Monday-Friday, with the exception of City-recognized holidays) after the substantial completion date identified in Section IV. City may offset any such liquidated damages against any sums from time to time due by City to Contractor, by written notice. The time for completion shall not be extended except in writing between Contractor and City. Contractor shall make written application to City not later than seven (7) days after the day, event, or cause claimed by Contractor to be the reason for delay. Failure to make such written claim within such time will result in a waiver by Contractor of an extension based on those particular days, events, or causes. The said amount per day is not a penalty, but an agreed amount of actual damages that City has reasonably estimated it will experience. Such damages include loss of staff time, answering complaints by citizens who have been inconvenienced by the project, City Council time, loss of use, and other damages difficult to reasonably anticipate or calculate.

VIII. INDEMNITY

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS, AND ALL OF ITS RESPECTIVE

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 OF DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY ACT OR OMISSION OF CONTRACTOR, OR ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT.

IX. LIABILITY INSURANCE

Prior to the commencement of any work and not later than ten (10) calendar days following the execution of this Agreement, Contractor shall furnish City with copies of paid-up policies to the City providing Liability and Workers' Compensation Coverage as follows with the minimum limits:

	TYPE OF INSURANCE	LIMITS
a.	Workers' Compensation covering all employees	Statutory <u>\$100,000.00</u>
b.	Employer's Liability	<u>\$100,000.00</u>
c.	Comprehensive General Liability Bodily Injury & Property Damage (per occurrence) Aggregate	<u>\$1,000,000.00</u> <u>\$1,000,000.00</u>
	(Premises/Operations Products/Completed Operations/Independent Contractors/Contractual Liability/Coverages may not be excluded)	
d.	Business Automobile Liability covering owned vehicles, rented, and non-owned vehicles and employee non-ownership Bodily Injury Property Damage (per occurrence) Aggregate	<u>\$1,000,000.00</u> <u>\$1,000,000.00</u>

The Commercial General Liability and the Automobile Liability policies shall name the City of Kerrville, Texas, as additional insured and all policies must provide for a waiver of subrogation in favor of the City of Kerrville. The policy and any renewal certificate shall provide that City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the company will "Endeavor" or "Attempt" to so notify City is not sufficient. Renewal certificates must be received by City at least ten (10) days prior to any cancellation date. Policies will be in effect until final acceptance or cancellation of this contract, unless otherwise specified. It shall be the responsibility of Contractor to insure that all Subcontractors comply with the same insurance requirements as the said Contractor.

X. CASUALTY INSURANCE

In the event the work includes structures or buildings susceptible to damage by fire, windstorm, or other casualty, then Contractor before being authorized to begin work shall furnish City a duplicate original of an insurance policy naming the City of Kerrville as an additionally insured. Such insurance shall insure both City and Contractor, during the term of the work, against loss by fire, windstorm, vandalism, theft, or other casualty. Such policy shall be in the total amount of this Contract. Commencement, substantial completion, and operational dates, as specified in Section IV of the Agreement begin on the effective date of the Agreement.

XI. QUALITY OF WORK

All work performed by Contractor shall be of good workmanship, subject to approval by the City. Contractor shall comply with all applicable City Codes and standards as well as all applicable professional and technical standards. Materials shall be of first quality.

XII. MISCELLANEOUS PROVISIONS

a. City's representative is:

Ashlea Boyle: (830)258-1153

b. Contractor's representative is:

Carl Schenken, Jr.: (210) 822-1627

c. Neither City's nor Contractor's representative may be changed without ten (10) days written notice to the other party.

d. Contractor shall ensure the project conforms to federal, state, and local codes.

e. Contractor shall be responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work.

f. Contractor shall warrant to City that workmanship, materials, and equipment furnished under this Agreement will be of good quality and new, unless otherwise permitted by City in writing.

g. Contractor shall guarantee workmanship and materials for a period of one (1) year from the date of completion, unless included in manufacturer's warranty, at the preconstruction meeting.

h. Contractor shall pay all sales, consumer, use and similar taxes required by federal, state, and local law. City is a tax-exempt organization and will provide a tax-exempt certificate if requested by Contractor.

i. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement.

j. Time is of the essence.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to Contractor and two to City.

SIGNED AND AGREED THIS ____ DAY OF August, 2018

OWNER, City of Kerrville, Texas

CONTRACTOR,
Premier Courts, LC

By: _____
Mark McDaniel, City Manager

By: _____
Carl Schenken Jr., President

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

PREMIER COURTS LIMITED COMPANY

July 27, 2018

Ms. Ashlea Boyle
CITY OF KERRVILLE
2385 Bandera Hwy
Kerrville, Texas 78028

Dear Ms. Boyle:

Pursuant to your request here is our proposal for the resurfacing of 8 courts at the HEB TENNIS CENTER in Kerrville:

1. Pressure wash courts using 4000 PSI pressure washer
2. Patch all major cracks using California Products Court Patch Slurry Binder
3. Apply California Products Acrylic Color Coat System in two colors (blue and green) to courts
4. Stripe courts using acrylic white line paint in accordance with USTA specs
5. Stripe 8 Quickstart courts
6. Paint concrete wall on north end of west courts
7. Paint net posts
8. Clean up as needed

TOTAL COST: \$57,304.00

Premier Courts warrants all workmanship and material for a period of 1 year. Payment for the above work would be due in full upon completion of the work. We are a BuyBoard company and our number 560-18.

We would plan to work on four courts at a time and begin the pressure washing the end of August or first part of September. Each group of four courts should take approx. 2 weeks to complete subject to weather.

If you have any questions please give me a call and thank you for the opportunity to quote you on this work.

Best Regards,

Carl Schenken Jr.
President



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

SUBJECT: Authorize City Manager to execute a construction contract with Champion Infrastructure, LLC. for the 2018 Crack Seal Project in the amount of \$106,852.00.

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/6/2018

SUBMITTED BY: Kyle Burow
Director of Engineering

EXHIBITS: 2018 Crack Seal_Received Bids
2018 Crack Seal_Street List

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$106,852.00	\$643,314.63	\$1,500,000.00	01-0161-2420

PAYMENT TO BE MADE TO: Champion Infrastructure, LLC

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	M - Mobility/Transportation	
Guiding Principle	M4 - Place a high priority on the maintenance of existing streets	
Action Item	M4.2 – Continue implementing the plan for street repairs, including a timeline and funding, based on the road conditions data collection and evaluation completed in 2016	

SUMMARY STATEMENT:

As part of the City of Kerrville's adopted Street Maintenance Plan, the City consulted 6S Engineering, Inc. to develop construction specifications for the 2018 Crack Seal project. The scope of this project is for the crack seal component to conclude the Year 3 portion of the maintenance plan and the construction to be completed between November 2018 and March 2019. The project was placed for advertisement, the bid opening was held July 31, 2018. Two bids were received with Champion Infrastructure, LLC. submitting the low bid. Having performed the previous crack seal project with quality and professionalism, staff, along with 6S Engineering, recommend awarding the base bid construction contract amount of \$106,852.00 to Champion Infrastructure, LLC.

RECOMMENDED ACTION:

Authorize City Manager to execute a construction contract with Champion Infrastructure, LLC.

Project Name : 2018 Crack Seal

Engineering Number: PW#18-013

Bid Opening: July 31, 2018

2018 Crack Seal Street List

- 1st St N from Tomahawk Trl N to Westminster St N
- 4th St N from Ross St N to Gilmer St N
- A St N from E Main St N to E Main St N
- Airport Loop N from State Highway 27 to Johnson Dr N
- Aransas St N from A St to Jefferson St N
- Barbara Ann St N from Carol Ann Dr N to End
- Barbara Ann St N from Cypress Creek Rd N to Ford St N
- Barry Dr N from Lake Dr N to End
- Birkdale Ln E from Rolling Green Dr E to South at Intersection
- Bluff Ridge Dr N from W Crest Dr N to End
- Braeburn Cir E from Riverhill Blvd E to End
- Cedar Dr N from Methodist Encampment Rd N to Tanglewood Ln N
- Clay St N from Jefferson St N to Clay St S
- Clay St N from Myrta St N to Barnett St N
- Clay St N from Schreiner St N to Jefferson St N
- Club View Ct E from Club View Ct Circle to End
- Comanche Trace Dr E from Oak Park Dr E to Kite Dr E
- Comanche Trace Dr E from Trail Head Dr E to Arrowhead Dr E
- Comanche Trace Dr E from Comanche Trace Dr E to End
- Coronado Dr N from Mountain Laurel Vw N to City Limits
- Crown View Dr N from Crown Ridge Dr N to Summit Crest Dr N
- Degrasse Dr N from Gloucester Pt N to End
- Donna Kay Dr N from Carol Ann Dr N to End
- Donna Kay Dr N from Lytle St N to Ford St N
- Dry Hollow Dr E from Comanche Trace Dr E to South Entrance
- E Davis St N from Hays St N to Paschal Ave N
- E Main St N from Ross St N & B St N & Aransas St N to Intersection
- E Main St N from B St N & Aransas St N to Intersection
- E St E from Water St E to End
- Easy St N from Leslie Dr N to End
- Englewood Cir E from Englewood Dr E to End
- Fawn Dr N from Lane Dr N to Antler Dr N
- Fitch St N from Degrasse Dr N to End
- Ford St N from Linda Joy St N to Barbara Ann St N
- Ford St N from Donna Kay Dr N to End
- Forest Ridge Dr N from Glen Rd N to West Ln N
- G St E from Old G St Bridge to Water St E
- Glen Oaks Dr E from Highridge Dr E to End
- Gloucester Pt N from Gloucester Ct N to Yorktown Blvd N

- Granada PI S from Lehmann Dr S to Hill Country Dr S
- Highpointe Ct E from Highridge Dr E to Fairway Dr E
- Highridge Dr E from Glen Oaks Dr E to Overlook Dr E
- Highridge Dr E from Overlook Dr E to End (W)
- Hill Country Dr S from Granada PI S to Cully Dr S
- Hill Country Dr S from Wesley Dr S to End
- Hummingbird Ln N from Jackson Rd N to Jack Dr N
- Ivy Ln N from Jasper Ln N to Jasper Ln N
- Jasper Ln N from Ivy Ln N to Circle
- Jefferson St N from Gilmer St N to Aransas St N
- Kite Dr E from Median to Median
- La Cumbre Cir E from La Cumbre Dr E to End
- La Cumbre Dr E from La Cumbre Cir E to Median
- Legion Dr N from Beech St N to Agarita St N
- Legion Dr N from Agarita St N to Meeker Rd N
- Lehmann Dr S from Sidney Baker St S to 144 Lehmann Dr
- Leslie Dr N from Laura Belle Dr N to Lloyd Dr N
- Lessie Ln N from Hartshorn Dr N to Avery Rd N
- Linda Joy St N from Lucky Ridge Cir N to Ford St N
- Lowry St S from Palmer St S to Starkey St S
- Lytle St N from 2nd St N to 1st St N
- Mulligan Way Cir E from Mulligan Way E to End
- Oak Hollow Dr E from Oak Valley Dr E to Nora Dr E
- Olympic Dr N from San Jacinto Dr N to Singing Wind Dr N
- Park St N from C St N to B St N
- Peddler Ln W from Mill Run W to End
- Poplar St N from Agarita St N to Meeker Rd N
- Riverhill Blvd E from Spring Mill Dr E & Turnberry Cir E to Braeburn Cir E
- Riverhill Blvd E from Augusta Cir E to Highlands Dr E
- Rock Creek Dr E from Wingedfoot Ln E to Rock Creek Loop E
- Rock Creek Loop E from Rock Creek Dr E to Rock Creek Dr E
- Ross St N from 5th St N to 4th St N
- S Lewis Ave S from Josephine St S to Guadalupe St S
- San Jacinto Dr N from Olympic Dr N to Alamo Dr N
- Schreiner St N from Rodriquez St N to Francisco Lemos
- Sheppard Rees Rd S from Thompson Dr S to City Limits
- Singing Wind Dr N from State Loop 534 to Jasper Ln N
- Spring Mill Dr E from Lakewood Dr E to Englewood Dr E
- Stadium Dr N from Marion Dr N to Mae Dr N
- Summit Ridge Dr N from Summit Spur N to Summit Point Dr N
- Summit Ridge Dr N from Summit Crest Dr N to Summit Spur N
- Temple Dr N from Hancock Dr N to End
- Tivy St N from Garden St N to Jefferson St N

- Tivy St N from Jefferson St N to Tivy St E
- Tomahawk Trl N from Danielle Dr N to Sky Blue Dr N
- Toscano Way E from Tuscano Dr E to End
- Toscano Way E from Tuscano Ct to End
- Town Creek Rd N from Bluebonnet Dr N to W Schreiner St N
- Trace Cir E from Comanche Trace Dr E to End
- Travis St N from Jefferson St N to Jefferson St N
- Victory Ln N from Vicksburg Ave N to Degrasse Dr N
- W Main St N from Mimosa St N to State Highway 27
- W Main St N from Harper Rd N to Woodcrest Dr N
- Ward St N from Thurman St N to Lowrance St N
- Water St E from D St E to C St E
- Water St E from Spring St E to Washington St E
- Wingedfoot Ln E from Riverhill Blvd E to Rock Creek Dr E
- Woodstone Dr N from Coronado Dr N to End



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

SUBJECT: Public hearing for City to annex into its incorporated limits and a proposed recommendation for a zoning classification of a "PDD" (Planned Development District), for Comanche Trace Section 15, an approximately 5.335 acre tract of land located in the William Watt survey No. 65, Abstract No.364, Kerr County, Texas, and being a portion of that certain called 152.61 acre tract recorded in document # 17-03998,official public records of Kerr County, Texas.

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/6/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Map

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

This is the first of two public hearings required for a petition annexation, pursuant to Texas Local Government Code 43.028, of the subject property. The 5.3 acre tract is part of the 1131.78 acre tract known as Comanche Trace. The applicant's submittal of the preliminary plat of Comanche Trace Phase 15 triggered a request for voluntary annexation, per the development agreement between the City and the developer. The preliminary plat was approved by the Commission on March 1, 2018.

In keeping with the residential nature of the development, staff recommended a zoning classification of Planned Development District – Residential (PDD-Residential), to allow the development of single family lots. This phase of Comanche Trace includes 17 single family lots and a further extension of Comanche Hills from its current terminus on the southeast end at Comanche Trace Section 13.

The Planning and Zoning Commission conducted a public hearing on this item at the April 5, 2018 regular meeting and recommended that the Council annex the subject tract and recommended a zoning designation of Planned Development District – Residential.

This is the first public hearing as required by Chapter 43 of the Texas Local Government Code.

Next steps:

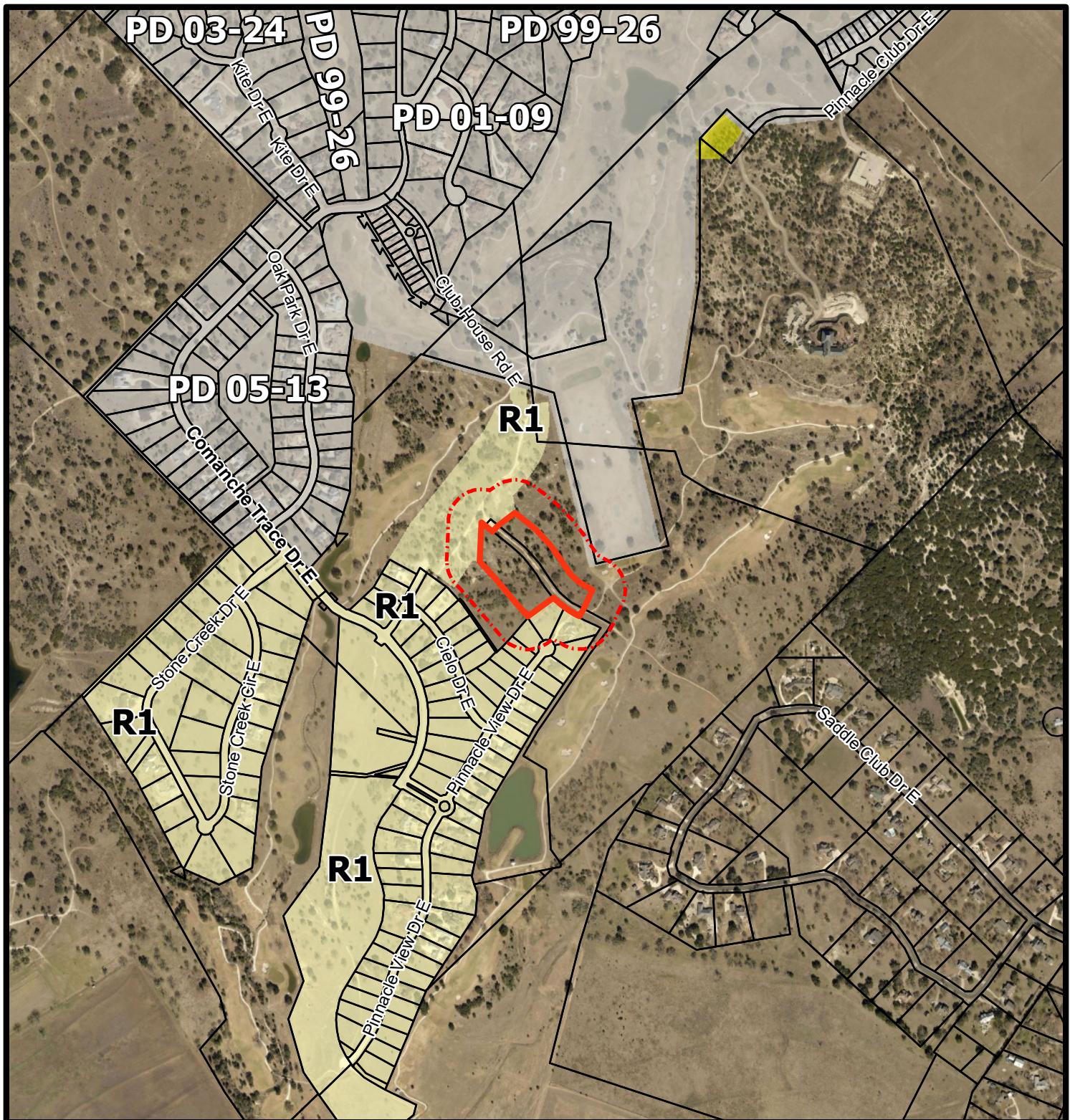
August 21, 2018 - Second public hearing

September 11, 2018 - First reading of the annexation ordinance including a public hearing for the zoning request.

September 25, 2018 - Second reading of annexation ordinance and zoning request.

RECOMMENDED ACTION:

Conduct a public hearing, no action.



Location Map

Case # 2018-007

Location:
Comanche Trace Phase 15

Legend

200' Notification Area
Subject Properties



0 200 400 800

Scale In Feet



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

SUBJECT: Public hearing for City to annex into its incorporated limits and a proposed recommendation for a zoning classification of "GTW" (Gateway District) for approximately 3.669 acre tract of land out of the J.D. Leavell Survey NO. 1862, Abstract NO. 1435, said tract located within Kerr County Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; consisting of the property addressed as 884 Farm to Market Road 783 (Harper Road).

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/6/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Map

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

This is a petition annexation for the purposes of tying on the City of Kerrville water and sewer services. This property and an adjoining property have both petitioned for annexation.

On August 2, 2018, the Planning and Zoning Commission (P&Z) heard the zoning request for Planned Development District (PDD). Through the discussion during the meeting, the P&Z felt that it was in the best interest of the community to recommend Gateway District (GTW) as Harper Road is a minor gateway into Kerrville. The district is more restrictive than the proposed PDD. Additionally, as the Kerrville 2050 Plan recommends a review of the Zoning Code, the Gateway District may be more in line with future codes and recommendations.

The petition was filed, administratively complete, on June 28, 2018. City Council heard the petition on July 10th and passed a resolution to accept the petition and direct staff to begin the annexation process.

This is the first public hearing as required by Chapter 43 of the Texas Local Government Code.

Next steps:

August 21, 2018 - Second public hearing

September 11, 2018 - First reading of the annexation ordinance including a public hearing for the zoning request.

September 25, 2018 - Second reading of annexation ordinance and zoning request.

RECOMMENDED ACTION:

Conduct a public hearing.

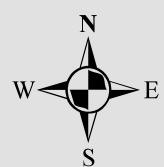


Location Map

Case # 2018-048

Location:
884 Harper Road

Legend
200' Notification Area
Subject Properties



0 50 100 200

Scale In Feet

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



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

SUBJECT: Public hearing for City to annex into its incorporated limits and a recommendation for a zoning classification of "GTW" (Gateway District) for approximately 0.885 acre tract of land, a portion being out of the Jesus Hernandez Survey No. 548, Abstract No. 189 and another part being out of M.K. and T.E. RY. Co. Survey No. 1862, abstract 1435; said tract located within Kerr County, Texas and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; consisting of the property addressed at 874 Farm to Market Road 783 (Harper Road).

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/6/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Map

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

This is a petition annexation for the purposes of tying on the City of Kerrville water and sewer services. This property and an adjoining property have both petitioned for annexation.

On August 2, 2018, the Planning and Zoning Commission (P&Z) heard the zoning request for a Planned Development District (PDD). Through the discussion during the meeting, the P&Z felt that it was in the best interest of the community to recommend Gateway District (GTW) as Harper Road is a minor gateway into Kerrville. The district is more restrictive than the proposed PDD. Additionally, as the Kerrville 2050 Plan recommends a review of the Zoning Code, the Gateway District may be more in line with future codes and recommendations.

The petition was filed, administratively complete, on June 26, 2018. City Council heard the petition on July 10, 2018 and passed a resolution to accept the petition and direct staff to begin the annexation process.

This is the first public hearing as required by Chapter 43 of the Texas Local Government Code.

Next steps:

August 21, 2018 - Second public hearing

September 11, 2018 - First reading of the annexation ordinance including a public hearing for the zoning request.

September 25, 2018 - Second reading of annexation ordinance and zoning request.

RECOMMENDED ACTION:

Conduct a public hearing.

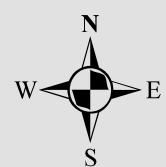


Location Map

Case # 2018-049

Location:
874 Harper Road

Legend
200' Notification Area
Subject Properties



0 50 100 200

Scale In Feet

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



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

SUBJECT: Public Hearing for Annexation– Public hearing for City to annex into its incorporated limits and a proposed recommendation for a zoning classification of District 7-W for approximately 59.09 acre tract of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2 and the J.S. Sayder Survey No. 142, Abstract No. 290, Said tract located within Kerr County, Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; consisting of the Property generally located adjacent to State Spur 98 (Thompson Drive) (addressed as 1515 Knapp Road S.) and between its intersections with James Road and Knapp Road

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/6/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Survey, Preliminary plat

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

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

SUMMARY STATEMENT:

This is the first of two public hearings for a petition annexation, pursuant to Texas Local Government Code 43.028, for the purposes of future development. It is approximately 59 acres of land adjacent to Thompson Drive along the Guadalupe River. This area is within Strategic Catalyst Area 3 for development as established in Kerrville 2050.

The applicant has requested W7 zoning, consistent with the area. The zoning request was heard by the Planning and Zoning Commission August 2nd. Utility extensions through the property have been addressed with the preliminary plat, also reviewed by the Planning and Zoning Commission August 2nd.

The petition was filed, administratively complete on June 11, 2018. City Council heard the petition on July 10th and passed a resolution to accept the petition and direct staff to begin the annexation process.

This is the first public hearing as required by Chapter 43 of the Texas Local Government Code.

Next steps:

August 21, 2018 - Second public hearing

September 11, 2018 - First reading of the annexation ordinance including a public hearing for the zoning request.

September 25, 2018 - Second reading of annexation ordinance and zoning request.

RECOMMENDED ACTION:

Conduct a public hearing.

NOTES:

- 1) FIELD WORK PERFORMED ON: MARCH 05, 2018
- 2) CLIENT: THOMPSON DRIVE PARTNERS, LLC
- 3) ADDRESS: KNAPP ROAD
- 4) BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204, US SURVEY FOOT, GRID.
- 5) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY, G.F. NUMBER 39846A, ISSUED DATE OF MARCH 15, 2018 EFFECTIVE DATE OF FEBRUARY 15, 2018 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, OR ENCUMBRANCES NOT SHOWN. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 6) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.
- 7) PORTIONS OF THIS TRACT LIE WITHIN FLOOD ZONE "AE" ACCORDING TO FLOOD INSURANCE RATE MAP 48265C0470F, WITH AN EFFECTIVE DATE OF MARCH 03, 2011. THE LIMITS OF FLOOD ZONE "SE", SHOWN HEREON ARE APPROXIMATE AND SCALED FROM FLOOD INSURANCE RATE MAP 48265C0470F, WITH AN EFFECTIVE DATE OF MARCH 03, 2011.
- 8) FENCES ALONG BOUNDARY LINE MEANDER.
- 9) ONLY APPARENT UTILITIES WERE LOCATED. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO SHOW THE EXISTENCE, SIZE, DEPTH, CONDITION, OR LOCATION OF ANY UNDERGROUND UTILITY. FOR INFORMATION REGARDING UNDERGROUND UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCY.
- 10) THE PROPERTY IS NOT LOCATED WITHIN THE CITY LIMITS OF KERRVILLE. THE CLIENT HAS NOT PROVIDED ANY ZONING REPORTS OR LETTERS. SO NO ZONING RESTRICTIONS ARE LISTED.
- 11) CLIENT DID NOT INDICATE THAT A FIELD DELINEATION OF WETLANDS HAD BEEN PERFORMED, AND NO WETLAND DELINEATION MARKERS WERE OBSERVED DURING THE FIELDWORK.

SCHEDULE B EXCEPTIONS:

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

Table of Easements (Left Side of Map):

B. EASEMENT TO TEXAS POWER & LIGHT COMPANY, DATED MARCH 13, 1936, RECORDED IN VOLUME 59, PAGE 248, DEED RECORDS OF KERR COUNTY, TEXAS. (SURVEYOR CANNOT DETERMINE LOCATION OF SAID EASEMENT DUE TO INSUFFICIENT DESCRIPTION.)
C. EASEMENT TO LOWER COLORADO RIVER AUTHORITY DATED NOVEMBER 4, 1941, RECORDED IN VOLUME 68, PAGE 602, DEED RECORDS OF KERR COUNTY, TEXAS. (SURVEYOR CANNOT DETERMINE LOCATION OF SAID EASEMENT DUE TO INSUFFICIENT DESCRIPTION.)
D. EASEMENT TO LOWER COLORADO RIVER AUTHORITY DATED NOVEMBER 10, 1941, RECORDED IN VOLUME 68, PAGE 603, DEED RECORDS OF KERR COUNTY, TEXAS. (SURVEYOR CANNOT DETERMINE LOCATION OF SAID EASEMENT DUE TO INSUFFICIENT DESCRIPTION.)
E. EASEMENT TO LOWER COLORADO RIVER AUTHORITY DATED DECEMBER 10, 1946, RECORDED IN VOLUME 81, PAGE 288, DEED RECORDS OF KERR COUNTY, TEXAS. (SURVEYOR CANNOT DETERMINE LOCATION OF SAID EASEMENT DUE TO INSUFFICIENT DESCRIPTION.)
F. EASEMENT TO LOWER COLORADO RIVER AUTHORITY DATED DECEMBER 8, 1947, RECORDED IN VOLUME 1, PAGE 48, EASEMENT RECORDS OF KERR COUNTY, TEXAS. (SURVEYOR CANNOT DETERMINE LOCATION OF SAID EASEMENT DUE TO INSUFFICIENT DESCRIPTION.)
G. EASEMENT TO KERRVILLE TELEPHONE COMPANY DATED FEBRUARY 22, 1980, RECORDED IN VOLUME 11, PAGE 517, EASEMENT RECORDS OF KERR COUNTY, TEXAS, AND AS SHOWN ON PLAT OF SURVEY DATED MARCH 9, 1981, BY JEFF BOERNER, R.P.L.S. NO. 4939. (SHOWN HEREON)
H. ROAD EASEMENT AND FLOOD HAZARD BOUNDARY REFERENCED IN DEED TO ROBERT R. WOODWARD DATED FEBRUARY 28, 1977, RECORDED IN VOLUME 194, PAGE 791, DEED RECORDS OF KERR COUNTY, TEXAS. (SURVEYOR CANNOT DETERMINE LOCATION OF SAID EASEMENT DUE TO INSUFFICIENT DESCRIPTION.)
I. EASEMENT TO KERRVILLE PUBLIC UTILITY BOARD AND KERRVILLE TELEPHONE COMPANY DATED APRIL 15, 1981, RECORDED IN VOLUME 589, PAGE 465, REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS. (APPROXIMATE LOCATION SHOWN HEREON)
J. EASEMENT TO LOWER COLORADO RIVER AUTHORITY DATED NOVEMBER 22, 1966, RECORDED IN VOLUME 4, PAGE 413, EASEMENT RECORDS OF KERR COUNTY, TEXAS. (SURVEYOR CANNOT DETERMINE LOCATION OF SAID EASEMENT DUE TO INSUFFICIENT DESCRIPTION.)
K. EASEMENT TO KERRVILLE TELEPHONE COMPANY AND LOWER COLORADO RIVER AUTHORITY DATED AUGUST 1, 1980, VOLUME 12, PAGE 99, EASEMENT RECORDS OF KERR COUNTY, TEXAS. (APPROXIMATE LOCATION SHOWN HEREON.)
L. OVERHEAD UTILITIES AS SHOWN ON PLAT OF SURVEY DATED MARCH 9, 2018, BY JEFF BOERNER, R.P.L.S. NO. 4939.
M. RIGHTS AND CLAIMS OF ADJOINING OWNERS IN AND TO THAT PORTION OF THE LAND LYING OUTSIDE INTERIOR FENCE(S), AS SHOWN ON PLAT OF SURVEY DATED MARCH 9, 2018, BY JEFF BOERNER, R.P.L.S. NO. 4939.
N. RIGHTS OF THIRD PARTIES FOR INGRESS AND EGRESS OVER AND ACROSS KNAPP ROAD, AS SHOWN ON PLAT OF SURVEY DATED MARCH 9, 2018, BY JEFF BOERNER, R.P.L.S. NO. 4939.
O. OIL, GAS AND MINERAL LEASE DATED FEBRUARY 1, 1919 BETWEEN DAN R. REES AND ELLEN REES, AS LESSORS AND CHARLES F. ANDERSON, AS LESSEE, RECORDED IN VOLUME 37, PAGE 166, DEED RECORDS RECORDS OF KERR COUNTY, TEXAS, TOGETHER WITH ALL RIGHTS INCIDENT THERETO. TITLE TO SAID MINERAL INTEREST HAS NOT BEEN RESEARCHED SINCE THE DATE OF SAID LEASE. (NOT A SURVEY MATTER)

<u>LEGEND</u>	
P.O.B.	POINT OF BEGINNING
F.T.	FENCE TIE
●	FOUND 1/2" IRON ROD WITH A RED "CUDE" PLASTIC CAP
◎	FOUND 1/2" IRON ROD
●◎	FOUND COTTON SPINDLE
⊗	SET COTTON SPINDLE
▲	CALCULATED POINT
□	FOUND TYPE 1 CONCRETE MARKER
■	FOUND TYPE 2 CONCRETE MARKER
○	SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY." PLASTIC CAP
()	RECORD CALL PER DOCUMENT NO. 12-00575 OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS
{ }	RECORD CALL PER DOCUMENT NO. 12-00573 OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS
< >	RECORD CALL PER DOCUMENT NO. 15-05815 OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS
AC	A/C PAD
Ø	UTILITY POLE
Ø →	UTILITY POLE WITH GUY WIRE
— X —	WIRE FENCE
— O —	CHAIN-LINK FENCE
— OELx —	ELECTRIC (OVERHEAD)

ATKIN HOOVER

ENGINEERING

MAIN HOOVEN
P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
TEXAS REGISTERED ENGINEERING FIRM #004512
TEXAS REGISTERED SURVEYING FIRM #0224000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS

EXHIBIT SHOWING:

EXHIBIT SHOWING.
BEING A 59.09 ACRE TRACT OF LAND OUT OF THE JOSEPH S. ANDERSON SURVEY NO. 141, ABSTRACT NO. 2, AND THE J. S. SAYDER SURVEY NO. 142, ABSTRACT NO. 290, KERR COUNTY, TEXAS, AND BEING ALL OF THE CALLED 27.52 ACRE TRACT RECORDED IN DOCUMENT NO. 15-05815, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, ALL OF THE CALLED 21.16 ACRE TRACT DESIGNATED AS "TRACT ONE", ALL OF THE CALLED 6.03 ACRE TRACT DESIGNATED AS "TRACT TWO", RECORDED IN DOCUMENT NO. 12-00573, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND ALL OF THE CALLED 4.01 ACRE TRACT RECORDED IN DOCUMENT NO. 12-00575, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS

TO SOUTHSIDE BANK, ITS SUCCESSORS AND ASSIGNS, KERR COUNTY ABSTRACTOR CO., THOMPSON DRIVE PARTNERS, LLC AND STEWART TITLE GUARANTY COMPANY. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DRAWING REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED BY ALTA AND NSPS, AND INCLUDES ITEMS 3, 4, 6(A) OR 6(B), 16 AND 18 OF TABLE THEREOF. THE FIELDWORK WAS COMPLETED ON MARCH 05, 2018.

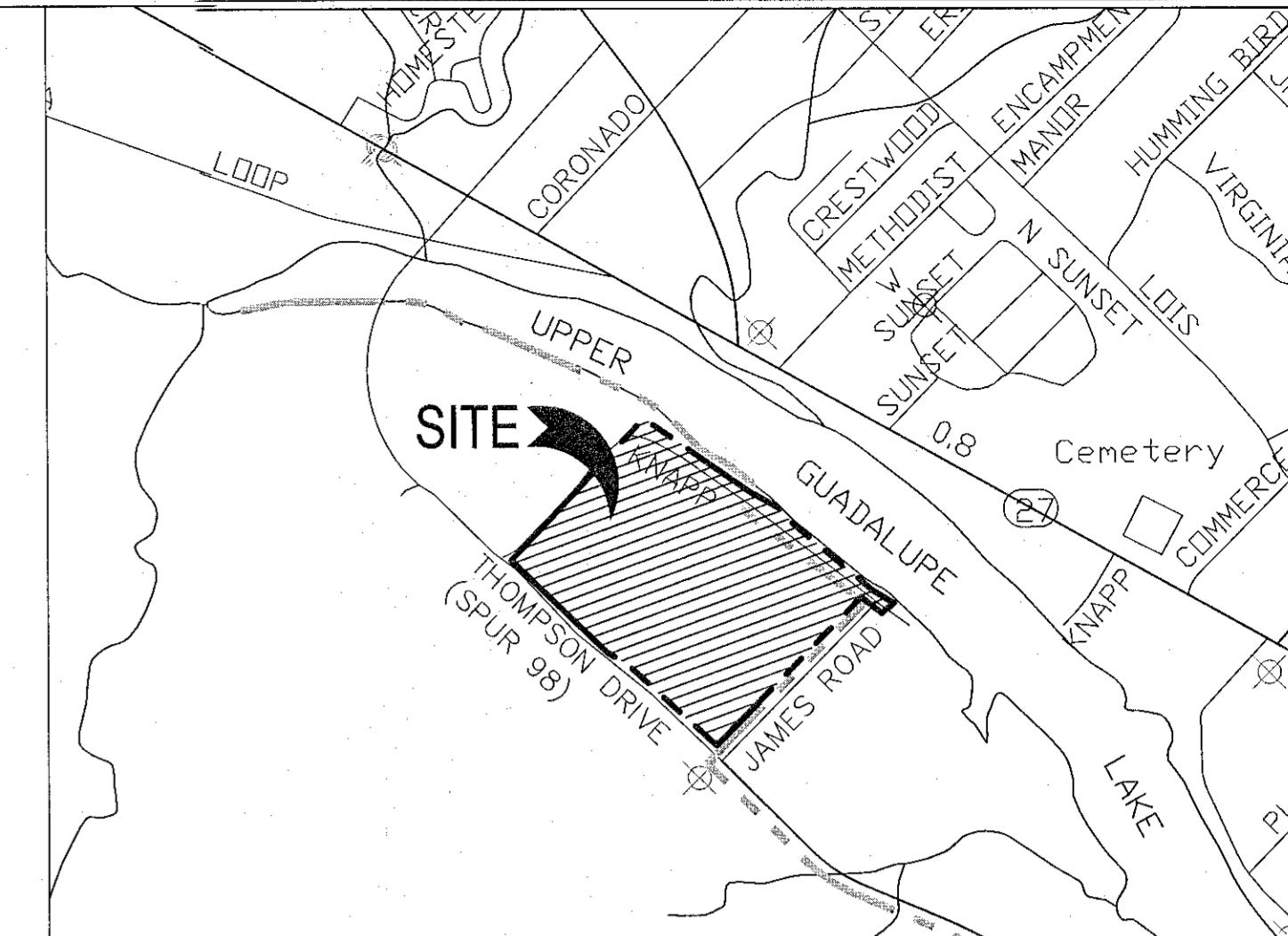
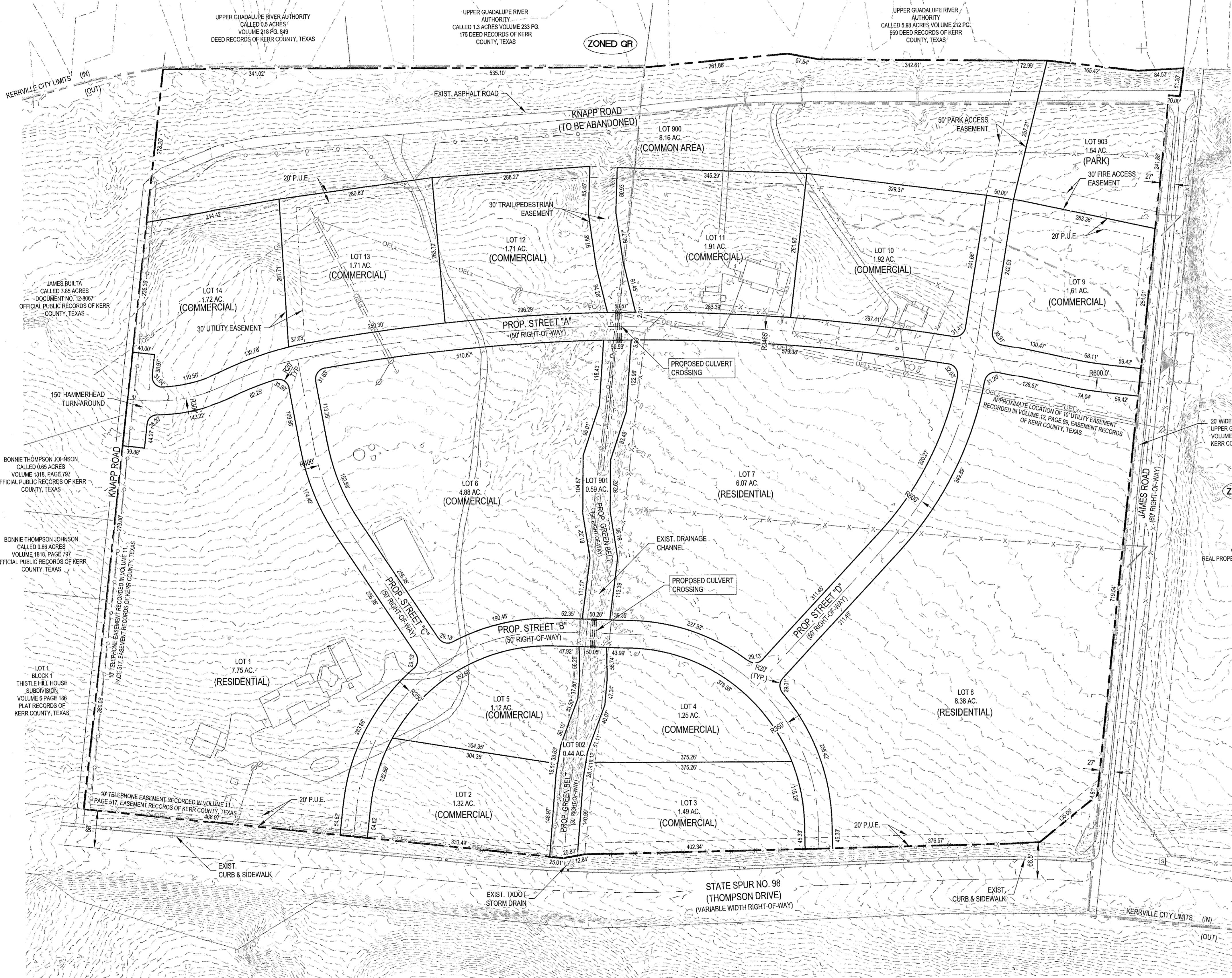
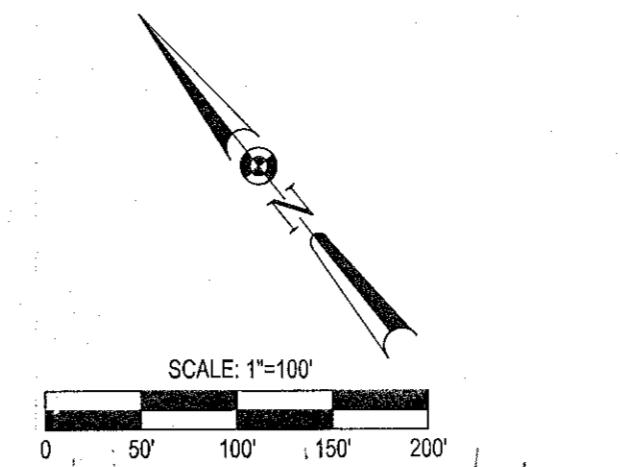
S. J. Boerner

JEFF BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4939
JOB NO. 15-4148

DATE: MARCH 16, 2018

PRELIMINARY PLAT OF "THE LANDING"

BEING A 59.09 ACRE TRACT OF LAND OUT OF THE JOSEPH S. ANDERSON SURVEY NO. 141, ABSTRACT NO. 2, AND THE J.S. SAYLER SURVEY NO. 142, ABSTRACT NO. 290, KERR COUNTY, TEXAS, AND BEING ALL OF THE CALLED 27.52 ACRE TRACT RECORDED IN DOCUMENT NO. 15-05815, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, ALL OF THE CALLED 21.16 ACRE TRACT DESIGNATED AS "TRACT ONE", ALL OF THE CALLED 6.03 ACRE TRACT DESIGNATED AS "TRACT TWO", RECORDED IN DOCUMENT NO. 12-00573, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND ALL OF THE CALLED 4.01 ACRE TRACT RECORDED IN DOCUMENT NO. 12-00575, OFFICIAL RECORDS OF KERR COUNTY, TEXAS.



LOCATION MAP

LEGEND	
KERRVILLE CITY LIMITS	—
PROJECT BOUNDARY	—
RIGHT OF WAY	—
LOT LINE	—
PUBLIC UTILITY EASEMENT	—
EXISTING 1' CONTOUR	—
EXISTING 5' CONTOUR	—
EXISTING WIRE FENCE	—
EXISTING CHAIN-LINK FENCE	—
EXISTING OVERHEAD ELECTRICAL	—
EXISTING UTILITY POLE w/ GUY WIRE	—
EXISTING UTILITY POLE	—
EXISTING STREET SIGN	—

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JEFF BOERNER DO HEREBY CERTIFY THAT I MADE AN ACTUAL AND ACCURATE SURVEY ON THE GROUND OF THE HERON PLATTED LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF KERRVILLE, TEXAS.

DATED THIS ____ DAY OF ____ 20____

JEFF BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4939

I HEREBY CERTIFY THAT THIS SUBDIVISION HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KERRVILLE, TEXAS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE CITY PLANNING AND ZONING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK

DATED THIS ____ DAY OF ____ 20____

LAND SUMMARY (59.09 ACRES)	
COMMERCIAL LOTS:	20.64 ACRES
RESIDENTIAL LOTS:	22.0 ACRES
PARK/GREEN BELT:	10.73 ACRES
ROADS:	5.52 ACRES

NOTE: EXISTING BUILDINGS / STRUCTURES ON THE PROPERTY ARE TO BE REMOVED.

NOTE: SEE OVERALL UTILITY PLAN FOR PROPOSED WATER AND SANITARY SEWER LAYOUT.

NOTES:

1. A PORTION OF THIS PROPERTY IS LOCATED WITHIN THE 100-YEAR FEMA FLOODPLAIN FLOOD ZONE "A" ACCORDING TO FLOOD INSURANCE RATE MAPS (FIRM) MAP NOS. 4828C0460 & 4828C0470 DATED MARCH 03, 2011.
2. SOME IMPROVEMENTS OR STRUCTURES EXIST WITHIN TWO (2) FEET OF THE PROPERTY LINE.
3. STREET IN THIS PHASE WILL BE BUILT ACCORDING TO CITY OF KERRVILLE STANDARD SPECIFICATIONS.
4. ALL CURB WITHIN THIS PHASE IS TO BE STANDARD CURB AND GUTTER PER CITY OF KERRVILLE STANDARD SPECIFICATIONS.
5. ALL BUILDING SETBACKS TO COMPLY WITH THE CITY OF KERRVILLE ZONING ORDINANCE.
6. 1' CONTOURS SHOWN.

FILED FOR RECORD ON THE ____ DAY OF ____ 20____

AT ____ O'CLOCK ____ M.

RECORDED ON THE ____ DAY OF ____ 20____

AT ____ O'CLOCK ____ M. IN VOLUME ____ AT PAGE ____ OF

THE PLAT RECORDS OF KERR COUNTY, TEXAS

JANNETT PIPER, KERR COUNTY CLERK

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ____ 20____

NOTARY PUBLIC FOR THE STATE OF TEXAS

OWNER/DEVELOPER: THOMPSON DRIVE PARTNERS, LLC C/O GRANGER MACDONALD 2651 FALL CREEK ROAD KERRVILLE, TEXAS 78028	AGENT: MATKIN HOOVER C/O KEN KOLACNY, P.E. 8 SPENCER ROAD, SUITE 100 BOerne, Texas 78006	REV: DATE: JUNE 11, 2018
P.O. BOX 24 8 SPENCER ROAD, SUITE 100 BOerne, Texas 78006 OFFICE: (800) 420-7000 FAX: (800) 240-0009 CIVIL ENGINEERS SURVEYORS LANDPLANNERS CONSTRUCTION MANAGERS CONSULTANTS	MATKIN HOOVER ENGINEERING & SURVEYING CIVIL ENGINEERS SURVEYORS LANDPLANNERS CONSTRUCTION MANAGERS CONSULTANTS	JOB NO. 2739.10 SHEET 1 OF 1



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

SUBJECT: Ordinance 2018-15 amending the City's "Zoning Code" by amending Article 11-I-3 "Definitions and Interpretations of Words and Phrases" and Articles 11-1-4 through 11-1-11 to amend the land use tables for various zoning districts to add "Parking Structure" and "Parking Lot, Stand Alone", as uses that are either permitted by right or as a conditional use within each specified district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars (\$2000.00); and ordering publication.

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/6/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Ordinance, opposition letters

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

This is an amendment to the zoning code to define "Parking Lot, Stand Alone" and "Parking Structure" as well as establish them as permitted and conditional uses in various districts.

The Planning and Zoning Commission (P&Z) held the first public hearing regarding this zoning code amendment on March 1, 2018. The P&Z continued the discussion to April 5th meeting for further discussion. The P&Z held a workshop in order to give staff more direction for the code amendment and discuss the potential implications for each individual zoning district. During the workshop, staff went through the purpose section for each zoning district while the P&Z gave guidance if the parking lot or structure should be permitted, conditionally permitted, or not allowed in each district. Following that workshop, staff scheduled the item and public hearing on the June 21st P&Z meeting during which the P&Z recommended the attached ordinance for approval by City Council.

The P&Z determined that in most zoning districts both Parking Lots and Parking Structures should be Conditional Uses. The P&Z determined that, in general, stand alone parking lots were not appropriate in residential zoning districts. In the R-3 District, a multi-family district, parking lots and structures were recommended as a Conditional Use.

Throughout the balance of the West, Central, North, East, South, and other Zoning Districts, the P&Z particularly gave deference to the proximity to the Guadalupe River, various creeks, key places, and gateways in Kerrville and the potential hazards of merely paving a property without specific consideration to aesthetics, drainage, and landscaping. In most cases, careful consideration would be necessary to determine the direct impacts to the adjacent area and place conditions on each case accordingly to address those concerns.

Below is a list of each set of Zoning Districts with the Land Use Tables.

P indicates the land use is Permitted by right in said district.

C indicate the land use requires a Conditional Use Permit in said district.

If a section is blank, the use is not allowed in said district.

Article 11-I-5 "Zoning Districts-West Side"

LAND USES	1	2	3	4	5	6	7	8	9	10
<u>Parking Structure</u>	C	C	C	C	C	C	C	C	C	C
<u>Parking Lot, Stand Alone</u>	C	C	C	C	C	C	C	C	C	C

Article 11-I-6 "Zoning Districts-Central City"

LAND USES	11	12	13	14	15	16	17	19	20	CBD
<u>Parking Structure</u>	C	C	C	C	C	C	C	C	C	C
<u>Parking Lot, Stand Alone</u>	C	C	C	C	C	P	C	C	C	C

Article 11-I-7 "Zoning Districts-North Side"

LAND USES	21	22	23	24	38
<u>Parking Structure</u>	C	C	C	C	C
<u>Parking Lot, Stand Alone</u>	C	C	C	C	C

Article 11-I-8 "Zoning Districts-East Side"

LAND USES	25	26	27	28	29	30	31	32
<u>Parking Structure</u>	C	C	C	C	C	C	C	C
<u>Parking Lot, Stand Alone</u>	C	C	P	C	C	C	C	C

Article 11-I-9 "Zoning Districts-South Side"

LAND USES	33	34	35	36	37
<u>Parking Structure</u>	C	C	C	C	C
<u>Parking Lot, Stand Alone</u>	C	C	C	C	C

Article 11-I-10 "Residential Zoning Districts"

LAND USES	R1	R-1A	R-3	RC	RM	RT
<u>Parking Structure</u>			<u>C</u>			
<u>Parking Lot, Stand Alone</u>			<u>C</u>			<u>C</u>

Article 11-I-11 "Miscellaneous Zoning Districts"

LAND USES	PI	GTW	GR	AD
<u>Parking Structure</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Parking Lot, Stand Alone</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>

RECOMMENDED ACTION:

Hold a public hearing and approve the ordinance.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-15

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY AMENDING ARTICLE 11-I-3 "DEFINITIONS AND INTERPRETATIONS OF WORDS AND PHRASES" AND ARTICLES 11-1-4 THROUGH 11-1-11 TO AMEND THE LAND USE TABLES FOR VARIOUS ZONING DISTRICTS TO ADD "PARKING STRUCTURE" AND "PARKING LOT, STAND ALONE", AS USES THAT ARE EITHER PERMITTED BY RIGHT OR AS A CONDITIONAL USE WITHIN EACH SPECIFIED DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2000.00); AND ORDERING PUBLICATION

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, the City gave legal notice to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing held before the City Council on July 24, 2018, wherein Council considered a report from the City of Kerrville Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in amendments to Article 11-I-3 and Articles 11-1-4 through 11-1-11 of the City's Zoning Code to add "parking structure" and "parking lot, stand alone" as defined uses which may be permitted by right or as the City conditionally permits within various zoning districts; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on July 24, 2018, as advertised; and

WHEREAS, after a full hearing, at which the Council gave all parties in interest and citizens an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of properties and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to revise Article 11-I-3 and Articles 11-1-4 through 11-1-11 to add "parking structure" and "parking lot, stand alone" as defined uses which may be permitted by right or as the City conditionally permits within various zoning districts;

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

SECTION ONE. Article 11-1-3 “Definitions and Interpretation of Words and Phrases” is amended by adding the following definitions as indicated by the language that is underlined (added):

“(87) Parking Lot, Stand Alone: A parking surface or series of surfaces used or intended to be used for the parking or circulation of vehicles, for which a fee may or may not be charged, and that is located on a site that is independent of the use or uses that it serves. Specifically not included are parking lots located on the same premises as the primary use that they serve.”

“(88) Parking Structure: A building or interconnected series of buildings used or intended to be used for the parking or circulation of vehicles, for which a fee may or may not be charged, and that is located on a site that is independent of the use or uses it serves. Specifically not included are parking structures located on the same premises as the primary use that they serve.”

SECTION TWO. Article 11-I-4 “Zoning Districts-Generally”, subsection (g), of the City’s Zoning Code is amended by adding the language that is underlined (added) as follows:

“(g) Use of Property Located in One Zoning District to Benefit of the Other: No person shall use property located in one zoning district to provide parking for or access to a use located on property located in another zoning district unless the property being used for said parking or access is also zoned to permit, as a matter of right or permitted upon issuance of a conditional use permit, the use for which such parking or access is desired.”

SECTION THREE. Article 11-I-5 “Zoning Districts-West Side”, subsection (b), of the City’s Zoning Code is amended to add the uses of “parking structure” and “parking lot, stand alone” to the land use table as uses permitted by right or permitted upon the issuance of a conditional use permit, which is effectuated by adding the language that is underlined (added) to the schedule of uses for these zoning districts as follows:

LAND USES	1	2	3	4	5	6	7	8	9	10
<u>Parking Structure</u>	C	C	C	C	C	C	C	C	C	C
<u>Parking Lot, Stand Alone</u>	C	C	C	C	C	C	C	C	C	C

SECTION FOUR. Article 11-I-6 “Zoning Districts-Central City”, subsection (b), of the City’s Zoning Code is amended to add the uses of “parking structure” and “parking lot, stand alone” to the land use table as uses permitted by right or permitted upon the issuance of a conditional use permit, which is effectuated by adding the

language that is underlined (added) to the schedule of uses for these zoning districts as follows:

LAND USES	11	12	13	14	15	16	17	19	20	CBD
<u>Parking Structure</u>	<u>C</u>									
<u>Parking Lot, Stand Alone</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>

SECTION FIVE. Article 11-I-7 “Zoning Districts-North Side”, subsection (b), of the City’s Zoning Code is amended to add the uses of “parking structure” and “parking lot, stand alone” to the land use table as uses permitted by right or permitted upon the issuance of a conditional use permit, which is effectuated by adding the language that is underlined (added) to the schedule of uses for these zoning districts as follows:

LAND USES	21	22	23	24	38
<u>Parking Structure</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Parking Lot, Stand Alone</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>

SECTION SIX. Article 11-I-8 “Zoning Districts-East Side”, subsection (b), of the City’s Zoning Code is amended to add the uses of “parking structure” and “parking lot, stand alone” to the land use table as uses permitted by right or permitted upon the issuance of a conditional use permit, which is effectuated by adding the language that is underlined (added) to the schedule of uses for these zoning districts as follows:

LAND USES	25	26	27	28	29	30	31	32
<u>Parking Structure</u>	<u>C</u>							
<u>Parking Lot, Stand Alone</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>

SECTION SEVEN. Article 11-I-9 “Zoning Districts-South Side”, subsection (b), of the City’s Zoning Code is amended to add the uses of “parking structure” and “parking lot, stand alone” to the land use table as uses permitted by right or permitted upon the issuance of a conditional use permit, which is effectuated by adding the language that is underlined (added) to the schedule of uses for these zoning districts as follows:

LAND USES	33	34	35	36	37
<u>Parking Structure</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Parking Lot, Stand Alone</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>

SECTION EIGHT. Article 11-I-10 “Residential Zoning Districts”, subsection (g), of the City’s Zoning Code is amended to add the uses of “parking structure” and “parking lot, stand alone” to the land use table as uses permitted by right or permitted upon the issuance of a conditional use permit, which is effectuated by adding the

language that is underlined (added) to the schedule of uses for these zoning districts as follows:

LAND USES	R1	R-1A	R-3	RC	RM	RT
<u>Parking Structure</u>			<u>C</u>			
<u>Parking Lot, Stand Alone</u>			<u>C</u>			

SECTION NINE. Article 11-I-11 “Miscellaneous Zoning Districts”, subsection (e), of the City’s Zoning Code is amended to add the uses of “parking structure” and “parking lot, stand alone” to the land use table as uses permitted by right or permitted upon the issuance of a conditional use permit, which is effectuated by adding the language that is underlined (added) to the schedule of uses for these zoning districts as follows:

LAND USES	PI	GTW	GR	AD
<u>Parking Structure</u>	<u>C</u>			<u>C</u>
<u>Parking Lot, Stand Alone</u>	<u>C</u>			<u>C</u>

SECTION TEN. The City Manager, or designee, is authorized and directed to amend the City’s Zoning Code to reflect the amendments adopted herein and to correct typographical errors and to index, format, and number and letter paragraphs to the existing Code, as appropriate.

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

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

SECTION THIRTEEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-9, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION FOURTEEN. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City’s Charter, the City Secretary is hereby

authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

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

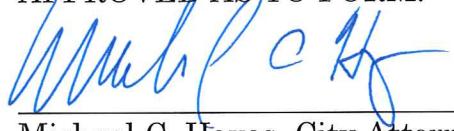
**PASSED AND APPROVED ON SECOND AND FINAL READING, this
the ____ day of _____, A.D., 2018.**

Bill Blackburn, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

JuLee Reeves

853 Clay St.

Kerrville, Texas 78028

City of Kerrville

Planning Department

Kerrville, Texas 78028

Re: Re-Zoning file # 2017-098

I protest Re-Zoning the designated area (bounded by Clay St and Myrta St.)

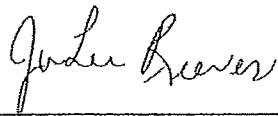
The existing 'R-T' (residential -transitional) designation has been respectfully followed, allowing 'soft commercial' in this otherwise calm and safe residential neighborhood.

'soft commercial ' primarily requires:

- minimal traffic flow
- business establishments to appear and operate 'residential'

Extending Sydney Baker style business activity into our very residential neighborhood is simply an unacceptable change affecting safety and quality of life for citizens.

Signature: _____



Name legibly printed: JuLee Reeves

address: 853 Clay St. Kerrville, Tx 78028

date: January 15, 2018

Dorothy Miller

From: Julee Reeves <juleereees@yahoo.com>
Sent: Tuesday, January 16, 2018 3:00 PM
To: Dorothy Miller
Subject: Protest of zoning File No 2017-098

Re File No 2017-098

I oppose the zoning change of the property referred to in File 2017-098.

Some towns are seeking to preserve their old neighborhoods. They wish for children to grow up and come back after college and live in town and contribute to new growth. After all, a town NEEDS people to thrive and grow. The old neighborhoods are full of life and history. People there can tell you what Kerrville was like when it was 80 years younger; before trees were cut down and fences were put up. Houses full of memories of Christmas trees and Easter egg hunts and watermelon on the back porch; before those houses were torn down to make room for a fancy new parking lot or a gas station or fast food drive through. Old neighborhoods should be the heart of a town. When we seek to destroy the heart, we turn our town into little more than a few businesses and a whole lot of pavement all to benefit the pocket book of a few businessmen who do not live in that neighborhood. People deserve to be able to live and enjoy their home - with waves from their neighbors when walking down the street, and some sense of quiet and privacy when sitting in their back yard. They deserve to hear birds singing and church bells ringing and the laughter of children and old people.

Say NO to rezoning this old neighborhood to commercial. Let us start to save the hearts of our town.

JuLee Reeves
853 Clay St
Kerrville, TX 78028

juleereees@yahoo.com

Dorothy Miller

From: Julee Reeves <juleereeves@yahoo.com>
Sent: Wednesday, April 04, 2018 9:16 PM
To: Dorothy Miller
Subject: Protesting potential Conditional use permit Clay St

Ms. Miller,

Please see that my protest letter is submitted to the proper office.

I am writing to protest the possible change to allow "conditional use" on Clay St. Many neighbors protested the zoning change to commercial and thankfully, that was denied. Now we are faced with the city government wanting to do something else that allows a parking lot on Clay St in a residential transitional area. Kerrville either has a long range plan or they do not. I fail to see why the city bothered to develop a plan that states a desire to have residential areas near town and then the plan is manipulated or discarded to allow some people to have it their way regardless. I realize the man who owns a Chinese restaurant on Sidney Baker believes he needs more parking. What happens when his restaurant is no longer in business in a few years - we see this over and over in town. I also realize Mr Reeh, who owns a lot next door to our property (we have 853 Clay St.) may have some plan to develop the lot and needed commercial zoning and failing that, now may have a need or desire for a parking lot if nothing else. Seems these men are determined to change the neighborhood for their own needs and it begins to look like the city is going to find a way to allow it. Perhaps the city of Kerrville thought we would all just go along with the commercial zoning and when we protested and got it denied, it threw a kink in some plans. I know so many people who choose to buy in Fredericksburg over Kerrville and it is this type thing that causes it. No trust is the city to protect neighborhoods. People made an investment in the town years ago by purchasing a home, and now that doesn't seem to count.

JuLee Reeves
853 Clay St
Kerrville, TX 78028
830-998-0801

JuLee Reeves
juleereeves@yahoo.com

Fwd: Protest letter to submit asap - Through traffic on Clay St???

Julee Reeves <juleereeves@yahoo.com>

Thu 4/5/2018 12:23 PM

To: Mary Lee Stewart <ml.js@hotmail.com>;

Sent this one this morning re through traffic. Maybe someone can read it at the meeting.

JuLee Reeves
juleereeves@yahoo.com

Begin forwarded message:

From: Julee Reeves <juleereeves@yahoo.com>
Subject: Protest letter to submit asap - Through traffic on Clay St???

Date: April 5, 2018 at 11:22:54 AM CDT
To: Dorothy Miller <dorothy.miller@kerrilletx.gov>

Ms. Miller - Here is an addition to my prev letter. I am very distressed to hear from other residents on Clay St that Mr Motherall is trying to get THROUGH TRAFFIC onto Clay St from Sidney Baker.
Please submit my letter for tonights meeting.

Planning Commission and City Council,

I protest any ordinance or conditional use permit that would ever allow THROUGH TRAFFIC from a business on Sidney Baker into Clay St. A residential street zoned RT does NOT need and should not suffer through traffic from a busy street such as Sidney Baker even if a businessman who owns property on said street should wish to have more parking. Residents of Clay Street should not suffer for this man's gain in his business. I am sorry he chose to open a restaurant in a strip shopping center that had limited parking but surely he was aware of this when he chose the location. I worry that a conditional use with a limited parking area will next expand into a full parking lot with through traffic. Kerrville seems to have a problem with giving an inch to people and then giving a mile - depending on who you are and who you know.

Perhaps Mr. Motheral m(and other other person wanting a parking lot on Clay St.) can explain in person and in public at this meeting why he feels his own needs circumvent the needs of residents who purchased property on Clay St and have made a commitment to the town. He does not live on Clay street so he will not suffer the consequences of his actions. I am very unhappy that Kerrville continues to try to put needs of some business people ahead of other citizens.

JuLee Reeves
853 Clay St
Kerrville Tx 78028
830-998-0801

JuLee Reeves
juleereeves@yahoo.com

My opposition to the "text amendment" regarding conditional use for parking lots.

We have lived at 700 Clay St for over 50 years & object to changes in the conditional uses of the 800 block of Clay St. Please carefully consider your decision today.

Mike Ayala

March 5, 2018

A handwritten signature in black ink that reads "Mike Ayala". The signature is fluid and cursive, with "Mike" on the top line and "Ayala" on the bottom line.

Planning & Zoning Commission

Wilma Teague

Thu 4/5/2018 11:08 AM

To:Dorothy.miller@kerrvilletx.gov <Dorothy.miller@kerrvilletx.gov>;

Planning & Zoning Commission
City of Kerrville
200 Sidney Baker
Kerrville, TX 78028

Sirs,

Please understand that I oppose any changes to the zoning and or conditional uses for the 800 block of Clay Street. Clay Street has always been one of the most beautiful areas of Kerrville---and parking lots mess with the natural beauty and DRAINAGE of that area. Please consider carefully your decision.

Yours truly,
Wilma Teague
wteague@stx.rr.com

Opposing issue clay street

wayne f <roadescholar@gmail.com>

Wed 4/4/2018 7:26 PM

To:roadflks@gmail.com <roadflks@gmail.com>;

Cc:mljs@hotmail.com <mljs@hotmail.com>; Eskridge Janet and larry <jk_e@swbell.net>; gary frankland <franklife44@yahoo.com>;

My name:
wayne frankland
Residing:
916 Remschel Ave.
Kerrville
Also representing
819 and 821 Clay St.

I am strongly opposed to current proposed changes to zoning or nomenclature changes that could lead to this residential neighborhood becoming a thoroughfare to access commercial establishments in the adjoining non residential zone 21.

Sent from my iPhone

City of Kerrville

Planning Department

Kerrville, Texas 78028

Re: Re-Zoning file # 2017-098

I protest Re-Zoning the designated area (bounded by Clay St and Myrtle St)

The existing 'R-T' (residential -transitional) designation has been respectfully followed, allowing 'soft commercial' in this otherwise calm and safe residential neighborhood.

'soft commercial' primarily requires:

- minimal traffic flow
- business establishments to appear and operate 'residential'

Extending Sydney Baker style business activity into our very residential neighborhood is simply an unacceptable change.

signature:



name legibly printed: Wayne A Frankland

address and e-address: 916 Bemschel Ave.

Kerrville, Texas

capfrankland@gmail.com

date:

Jan 16, 2018

Micheal Reeves

853 Clay St.
Kerrville, Texas 78028

City of Kerrville
Planning Department
Kerrville, Texas 78028

Re: Re-Zoning file # 2017-098

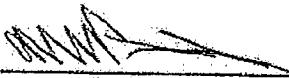
I protest Re-Zoning the designated area (bounded by Clay St and Myrta St.)

The existing 'R-T' (residential -transitional) designation has been respectfully followed, allowing 'soft commercial' in this otherwise calm and safe residential neighborhood.

'Soft commercial' primarily requires:

- minimal traffic flow
- business establishments to appear and operate 'residential'

Extending Sydney Baker style business activity into our very residential neighborhood is simply an unacceptable change affecting safety and quality of life for citizens.

Signature: 

Name legibly printed: Micheal Reeves

address: 853 Clay St. Kerrville, TX 78028

date: January 17, 2018

City of Kerrville

Planning Department

Kerrville, Texas 78028

Re: Re-Zoning file # 2017-098

I protest Re-Zoning the designated area (bounded by Clay St and Myrtle St)

The existing 'R-T' (residential -transitional) designation has been respectfully followed, allowing 'soft commercial' in this otherwise calm and safe residential neighborhood.

'soft commercial' primarily requires:

- minimal traffic flow
- business establishments to appear and operate 'residential'

Extending Sydney Baker style business activity into our very residential neighborhood is simply an unacceptable change.

signature:



name legibly printed:

GARY FRANKLAND

address/e-address:

franklifent4@yahoo.com

819 CLAY ST., KERRVILLE

date:

16 JAN 2018

Dorothy Miller

From: Ellen <ellenw60@gmail.com>
Sent: Tuesday, January 16, 2018 7:17 AM
To: Sabine Kuenzel; Dorothy Miller
Subject: Commercial zonnig file No 2017 -098

Dear Ms. Miller and Ms. Kuenzel,

I protest the zoning change for the property referenced in file No 2017-098 because it will be a precedent setting event and will destroy the residential neighborhood and lower the quality of life for residents there.

Sincerely,
Ellen Jobes
Bijenmeent 97
1218GG Hilversum, Netherlands

Sent from my iPad
This email has been checked for viruses by AVG.
<http://www.avg.com>

RE: Re-Zoning

RE: Re-Zoning

I protest Re-Zoning the designated area (bounded by Clay St and Myrtle St).
The existing 'R-T' (residential-transitional) designation has been respectfully
followed, allowing 'soft commercial' in this otherwise calm and safe residential
neighborhood.

'soft commercial' primarily requires:

- minimal traffic flow
- business establishments to appear and operate residential

Extending Sydney Baker-style business activity into our very residential
neighborhood simply diminishes public safety.

Very truly yours,

John

City of Kerrville

Planning Department

Kerrville, Texas 78028

Re: Re-Zoning file # 2017-098

I protest Re-Zoning the designated area (bounded by City St and Myrtle St).

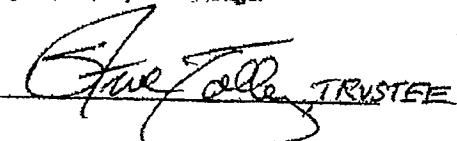
The existing R-T (residential-transitional) designation has been respectfully followed, allowing "soft commercial" in this otherwise calm and safe residential neighborhood.

"soft commercial" primarily requires:

- minimal traffic flow
- business establishments to appear and operate "residential"

Extending Sydney Baker style business activity into our very residential neighborhood is simply an unacceptable change.

signature:



STEVE TALLY, TRUSTEE

name legibly printed: STEVE TALLY, TRUSTEE

address/ address:

619 Wheless

e-address: csteve@cstally.com

date:

Jan. 17, 2018

City of Kerrville

Planning Department

Kerrville, Texas 78028

Re: Re-Zoning file # 2017-098

I protest Re-Zoning the designated area (bounded by Clay St and Myrta St.) The existing 'R-T' (residential -transitional) designation has been respectfully followed, allowing 'soft commercial' in this otherwise calm and safe residential neighborhood. 'soft commercial' primarily requires:

- Minimal traffic flow
- Business establishments to appear and operate 'residential'

Extending Sydney Baker style business activity into our very residential neighborhoods is simply an unacceptable change affecting safety and quality of life for current and future residents. It would adversely affect the adjacent residential areas through the development of incompatible businesses. And the increased traffic on Clay and Myrta streets (currently classified as "local" streets) would pose safety and "quality-of-life" concerns for the 16 single family residences affected by a zoning change. And as your own staff study indicated, this zoning change will completely isolate the home at 853 Clay Street where "protection for which has incrementally been decreasing with the encroachment of nonresidential uses in the vicinity."

Therefore, we ask that this re-zoning request be denied.

Signed: G C Juarez

Gerald C Juarez

1904 Singing wind Dr.

Kerrville, TX 78028

City of Kerrville
Planning Department
Kerrville, Texas 78028

Re: Re-Zoning file # 2017-098

I protest Re-Zoning the designated area (bounded by Clay St and Myrtle St)

The existing 'R-T (residential-transitional) designation has been respectfully followed, allowing 'soft commercial' in this otherwise calm and safe residential neighborhood.

'soft commercial' primarily requires:

- minimal traffic flow
- business establishments to appear and operate 'residential'

Extending Sydney Baker style business activity into our very residential neighborhood is simply an unacceptable change.

signature: Ginette Talley, trustee

name legally printed: Ginette Talley, trustee

address: 619 W. Whales

e-address: ginette619@cstalley.com

date: 1/17/18

City of Kerrville

Planning Department

Kerrville, Texas 78028

Re: Re-Zoning file # 2017-098

I protest Re-Zoning the designated area (bounded by Clay St and Myrta St.) The existing 'R-T' (residential -transitional) designation has been respectfully followed, allowing 'soft commercial' in this otherwise calm and safe residential neighborhood. 'soft commercial' primarily requires:

- Minimal traffic flow
- Business establishments to appear and operate 'residential'

Extending Sydney Baker style business activity into our very residential neighborhoods is simply an unacceptable change affecting safety and quality of life for current and future residents. It would adversely affect the adjacent residential areas through the development of incompatible businesses. And the increased traffic on Clay and Myrta streets (currently classified as "local" streets) would pose safety and "quality-of-life" concerns for the 16 single family residences affected by a zoning change. And as your own staff study indicated, this zoning change will completely isolate the home at 853 Clay Street where "protection for which has incrementally been decreasing with the encroachment of nonresidential uses in the vicinity."

Therefore, we ask that this re-zoning request be denied.

Signed



Jerry M Juarez

1904 Singing wind Dr.

Kerrville, TX 78028

Dorothy Miller

From: Robin M <mellgosa@gmail.com>
Sent: Wednesday, January 17, 2018 7:26 PM
To: Dorothy Miller
Subject: Protest zoning change file #2017-098

I protest zoning change for property referenced in file number 2017-098 as it will destroy the residential neighborhood and lower the quality of life for residents there.

City of Kerrville

Planning Department

Kerrville, Texas 78028

Re: Re-Zoning file # 2017-098

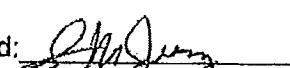
I protest Re-Zoning the designated area (bounded by Clay St and Myrta St.) The existing 'R-T' (residential -transitional) designation has been respectfully followed, allowing 'soft commercial' in this otherwise calm and safe residential neighborhood. 'soft commercial' primarily requires:

- Minimal traffic flow
- Business establishments to appear and operate 'residential'

Extending Sydney Baker style business activity into our very residential neighborhoods is simply an unacceptable change affecting safety and quality of life for current and future residents. It would adversely affect the adjacent residential areas through the development of incompatible businesses. And the increased traffic on Clay and Myrta streets (currently classified as "local" streets) would pose safety and "quality-of-life" concerns for the 16 single family residences affected by a zoning change. And as your own staff study indicated, this zoning change will completely isolate the home at 853 Clay Street where "protection for which has incrementally been decreasing with the encroachment of nonresidential uses in the vicinity."

Therefore, we ask that this re-zoning request be denied.

Signed:



Santa Juarez

1904 Singing wind Dr.

Kerrville, TX 78028

Dorothy Miller

From: Nancy Brannan <nabrannan54@gmail.com>
Sent: Tuesday, January 16, 2018 6:05 AM
To: Dorothy Miller
Subject: File # 2017-098

I protest the zoning change for the property referenced in file 2017-098 because it will be a precedent setting event and will destroy the residential neighborhood and lower the quality of life for the residents there.

Thank you for your consideration.

Dorothy Miller

From: Chere Conner <chereconner@gmail.com>
Sent: Tuesday, January 16, 2018 1:55 PM
To: Dorothy Miller; Sabine Kuenzel
Subject: Reference: File No 2017-098

Dear Ms. Miller and Ms. Kuenzel,

I protest the zoning change for the property referenced in file No 2017-098 because it will be a precedent setting event and will destroy the residential neighborhood and lower the quality of life for residents there.

Thank you,
Cheré Conner
(c) 512.422.2059

Dorothy Miller

From: kctr@verizon.net
Sent: Tuesday, January 16, 2018 2:31 PM
To: Dorothy Miller; sabine.kuenzl@kerrilletx.gov
Subject: Zoning change

I protest the zoning change for the property referenced in file No 2017-098 because it will be a precedent setting event and will destroy the residential neighborhood and lower the quality of life for residents there."

I do not live in Kerrville, I am still part of it in my heart.

I was born at Sid Petersen Memorial Hospital. I graduated from Tivy High School, as did my sisters and brother, plus my aunts and uncles.

It is a shame you have to tear down homes in order to build something "new" and put down parking lots and another storefront. Sidney Baker and Clay streets, are you serious?

This is one of the most shameful things you can do, not only to the residents who already live there, but to all of the city. This what y'all do, when something gets old you tear it down and build parking lots and what ever store that may not make it.

It is also shameful to tear down the SPMH. For what? To put in another parking lot. Downtown Kerrville is a shell of its former self. Y'all have no vision of possibility's and what you can do to renovate, an already existing building. Your answer would be to tear down and build another parking lot. Seriously I think Kerrville has to many parking lots.

This biggest disgrace besides tearing down the hospital is tearing down the Bluebonnet Hotel, I remember that hotel in it's beautiful glory, and what does the City of Kerrville and those in charge do , is tear it down, SHAME, SHAME, SHAME, on those who decided it wasn't worth saving. The City of Kerrville must very restless people in the council. If the Bluebonnet had been restored to its glory it

would have been the Diamond of the city and would resonate it's history and showplace all of Kerrville.

If the SPMH had been renovated it could have be used for apartments and small boutique, shops. It would have brought visitors from far away. When I saw that, it made me sick.

I could just see Kerrville as a bulimic town wasting away, and the nightmare of bulldozers not to far away.

I read an article where an old building in Providence, Rhode Island has a hot new development in an elegant old building built in 188 years ago

"Arcade Providence was America's first shopping mall, hosting boutiques on all three floors. Now those shops have been transformed into 48 tiny apartments and a mix of businesses, including restaurants, a coffee shop, and a new hair salon" <http://www.businessinsider.com/americas-first-shopping-mall-is-now-micro-apartments-2016-10>, copied and pasted.

Instead of tearing down a residential neighbor hood why do you not consider building downtown.

I live in Sachse Texas a bedroom community of north east corner of Dallas. The changes and rebuilding using old buildings, it is amazing.

I love the history of Kerrville and I hope you do as well and seriously reconsider your thinking and use down town and start rebuilding and renovating using the already existing buildings, it's on life support, it looks like.

NO MORE PARKING LOTS.

Maybe you all need the help and advice of Chip and Joanna Gaines.

Sincerely,

Christine Horning

Mary Lee Jobes Stewart

600 Myrta St.

Kerrville, TX 78028

January 17, 2018

City of Kerrville

Planning Department

File No. 2017-098

Dorothy A. Miller & Sabine Kuenzel

Kerrville, TX 78028

I protest the rezoning of the above described property.

My family moved into our home in 1940. My Mother, one sister, & three brothers have loved living in this neighborhood. Both Myrta & Remschel were dirt roads then. Our phone number was 407. We were able to keep a horse in our backlot & ride it down Sidney Baker to town occasionally. This is the homeplace for my extended family. It was a wonderful neighborhood to live in & still is. It's possible to be entertained at my kitchen window by the variety of birds, deer, coons, possums, armadillos, & skunks. We have good neighbors all around us. It would be heartbreaking to see this quiet, historic, & peaceful neighborhood change from what it is to a more commercial place with strangers drawn in for Chinese food.

This property's land use designation is Low-Density Residential on the City of Kerrville Land Use Plan. The requested 21-N zoning district is not consistent with the adopted land use designation. In order to approve a zoning district that is not in conformance with the Land Use Plan, there should be findings that there have been changes in the immediate area that would justify a departure from the Plan. There have been no such changes.

Please consider that the rezoning would further isolate the single family home on the southeast corner of Myrta and Clay (853 Clay St.), protection for which has incrementally been decreasing with the encroachment of nonresidential uses in the vicinity.

The results from the *Kerrville 2050* gathering of community leaders highlighted that Affordable/Attainable Housing was a "High Priority" at an 89% rating. I want to stress that your words were that it is a "High Priority". Here is a quote from the *Kerrville 2050* website: "Incentivize improvement of older housing stock; more/smaller options for seniors (besides assisted living), including rentals, housing stock that fits income levels of working people; mixed use housing downtown or within walking distance of retail & services."

Sincerely,

Mary Lee Jobes Stewart

Mary Lee Jobes Stewart

Dorothy Miller

From: Stewart, Linda B CIV USARMY 1 AD (US) <linda.b.stewart.civ@mail.mil>
Sent: Wednesday, January 17, 2018 2:38 PM
To: Dorothy Miller; Sabine Kuenzel
Cc: Stewart, Linda B CIV USARMY 1 AD (US); Linda Stewart
Subject: City of Kerrville Planning & Zoning Commission meeting 18 Jan 18 - opposing rezoning - agenda item 4A/Planning File # 2017-098 (UNCLASSIFIED)

Importance: High

CLASSIFICATION: UNCLASSIFIED

Good afternoon Ms. Miller & Ms. Kuenzel,

My name is Linda Stewart and I am a legal resident of Kerrville, Texas and my mother-in-law, Mary Lee Stewart, resides on 600 Myrta Street, Kerrville, TX 78028. It is my understanding there will be a City of Kerrville Planning & Zoning Commission meeting on Thursday January 18, 2018 4:30 pm at the City Hall where Agenda item 4A/Planning File # 2017-098 will be addressed (Public hearing, consideration, and action concerning a recommendation of a request for rezoning at 829, 837, and 851 Clay Street, and at 619 Myrta Street, from "RT" (Residential Transition) zoning district to "21-N" (North District 21-N)).

I oppose the potential re-zoning for several reasons:

#1 - The subject neighborhood/area is a well established older area of Kerrville which has historical value.

#2 - The subject neighborhood/area is inhabited of mostly senior citizens who has lived there for a long time and whose mobility at times are limited. Many of the current residents utilize Myrta and Clay Street for walking and/or using permobiles and walkers. Increased through traffic on Myrta Street and Clay Street due to additional business operations would be a safety concern.

#3 - The subject neighborhood/area has small houses and not too large lots, which in the future would continue to be good houses for small families and allow a safe, friendly and historical neighborhood whose residents can enjoy Kerrville and it's small town charm.

Thank you for your consideration.

Respectfully,

Linda

Linda Stewart
600 Myrta Street
Kerrville, TX 78028
915-249-1978
Linda.b.stewart.civ@mail.mil
Lgemmanilsson@hotmail.com

CLASSIFICATION: UNCLASSIFIED

William D. Stewart, COL, USA (Ret.)
600 Myrta St.
Kerrville, TX 78028
(915) 249-1969
W.D.Stewart.40@gmail.com

January 17, 2018

File No. 2017-098

City of Kerrville
Planning Department
Dorothy A. Miller and Sabine Kuenzel
Kerrville, TX 78028

To the Kerrville Planning Department,

I protest the rezoning of the above described property.

My mother, Mary Lee Stewart, lives on 600 Myrta Street and is within 200 feet of the subject property. She is a handicapped widow who I support financially. I reside here with her and I am also a 100% VA rated Permanent and Total Disabled Combat Veteran. Our family has owned this land and its four buildings and toolshed for more than 75 years going back to 1940.

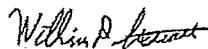
This property's land use designation is Low-Density Residential on the City of Kerrville Land Use Plan. The requested 21-N zoning district is not consistent with the adopted land use designation. To approve a zoning district that is not in conformance with the Land Use Plan, there should be findings that there have been changes in the immediate area that would justify a departure from the Plan.

Also to consider is that the rezoning would further isolate the single family home on the southeast corner of Myrta and Clay (853 Clay St.), protection which has incrementally been decreasing with the encroachment of nonresidential uses in the vicinity. This neighborhood is an older and well established area of Kerrville which has historical value. The rezoning of the subject property would set a precedent for the city to abolish older residential areas, would significantly degrade the property values of this neighborhood and would become a deterrent for other families to reside here.

Additionally, this area is mainly inhabited by senior citizens who have lived here for a very long time and whose mobility at times is limited. Many of the current residents utilize Myrta and Clay Streets for their daily walks and they frequently use powered wheelchairs and walkers in and around this area. Increased traffic on Myrta Street and Clay Street due to additional business operations would be a significant safety concern. The commercialization of this area would most likely cause additional noise and privacy concerns and thus greatly diminish and deprive these elderly residents of their quality of life. Kerrville Oaks apartments will also be notably affected by this proposed change. This is a HUD subsidized 36-unit apartment complex that is classified as a handicapped and disabled accessible, low-cost housing area that is across the street from the subject property.

The results from the Kerrville 2050 gathering of community leaders highlighted that Affordable/Attainable Housing was a "High Priority" with an 89% affirmative rating. The City of Kerrville declared this was a "High Priority" objective and thus should be supported.

Thank you for your consideration and for protecting the interests of the homeowner.


William D. Stewart
Colonel, U.S. Army (Retired)

Dorothy Miller

From: Donna Combs <drcombs33@yahoo.com>
Sent: Wednesday, April 04, 2018 10:03 PM
To: Dorothy Miller
Subject: Clay Street

To Ms. Miller,

Please see that my letter is submitted to the proper office.

I am writing to protest the "conditional use" on clay street. Many family and friends protested the zoning change to commercial and thankfully that was denied. Now we are faced with the city government wanting to allow parking lots on Clay street since they weren't rewarded with commercial zoning.

My grandmother lives right next to the property in question to turning into a parking lot. This would be a invasion of her privacy, she lost her husband in December and has a difficult time sleeping as it is. As well as the safety and undo stress a parking lot could cause. Please do not allow a parking lot next to her home, her safe place.

Thank you for your time.

Sincerely,

Donna Combs
9723996732

[Sent from Yahoo Mail on Android](#)

Dorothy Miller

From: Cheyenne Barnes <cheyennebarnes615@yahoo.com>
Sent: Wednesday, April 04, 2018 9:56 PM
To: Dorothy Miller
Subject: Clay street

To Ms. Miller,

Please see that my letter is submitted to the proper office.

I am writing to protest the “conditional use” on clay street. Many family and friends protested the zoning change to commercial and thankfully that was denied. Now we are faced with the city government wanting to allow parking lots on Clay street since they weren’t rewarded with commercial zoning.

My great grandmother lives right next to where these parking lots would be. Not only would that be an invasion of her privacy, it would also keep an 83 year old woman awake at all hours of the night.

Thank you for your time.

Sincerely,

Cheyenne Barnes
Sent from my iPhone

Dorothy Miller

From: Mary Lee Stewart <ml.js@hotmail.com>
Sent: Thursday, April 05, 2018 1:53 PM
To: Dorothy Miller
Subject: Today's P&Z Meeting

My opposition to the text amendment:

I'm here to oppose the action concerning a text amendment adding conditional use regulations for parking lots. This situation opens the way for Bruce Motheral to apply for a parking lot behind his shopping center on Sidney Baker. He's already got the home & the garage apartment at 829 Clay prepared to move from the lot. This will make the 800 block of Clay St. much more open to commercialization. At a recent city council meeting, Mr. Baroody talked about how once a "hole is punched" in the Clay St. vs Sidney Baker wall, it will open the way for this small area to become as business like as Sidney Baker.

I believe that a parking lot at 829 Clay will be less than 200 feet from my property. Shouldn't the city protect me in a R1 zone, from a parking lot with it's trash, varmits, dumpsters, etc?

I moved into 600 Myrta St. in 1940 & this area was totally residential. My house is R1, but it fronts onto Clay which is RT. This has been a very satisfactory zoning use. I think it's unfair for me to have to fight a parking lot this close to my home.

It appears to me that Mr. Motheral has rushed this text amendment. I understand that "Kerrville 2050" is to be finalized in June of this year which is just a couple of months away.

The results from the "Kerrville 2050" gathering of community leaders highlighted that Affordable/Attainable Housing was a "High Priority" at an 89% rating. I want to stress that your words were that it is a "High Priority". Here is a quote from the Kerrville 2050 website: "Incentivize improvement of older housing stock; more/smaller options for seniors (besides assisted living), including rentals, housing stock that fits income levels of working people; mixed use housing downtown or within walking distance of retail & services." This area fits this definition.

Sincerely,
Mary Lee Jobes Stewart
600 Myrta St
Kerrville, TX 78028



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

SUBJECT: Public hearing, consideration and action concerning a zoning change request for 213, 215, 221 West Barnett Street, being lots 52, 53, and 54 Block 14 of Parsons Addition, from "R-1A" (Single Family Residential District) to "PDD" (Planned Development District).

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/6/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Land Use Table PDD, Area maps (2), site plan, exterior rendering, support letters, opposition letter

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

This application for a Planned Development District along Barnett Street within an older Kerrville neighborhood is a path to retaining not only some of our local history but to begin reweaving the fabric that used to sew our neighborhoods together. The Famous Door, "Famous for friends, food and fun," has over the past 90 years been a grocery store, taxi stand, dance hall, restaurant, recreation hall and was the neighborhood anchor for many years. Now vacant, Johnny Barrayo, the "Door's" current owner, is seeking to refurbish the property, working within the community and neighborhood, (see attached letters of support from the neighboring property owners), by creating a community center around a soul food restaurant. Bringing friends, food and fun back to where it started all those years ago.

This request is consistent with some of the principles of the Kerrville 2050 Plan to focus on the reinvestment into existing properties within the city. The request for PDD is intended to limit the permitted uses to those appropriate to the property, particularly that within an established neighborhood. The surrounding neighborhood is zoned R-1A and the Doyle Community Center down the street is zoned PDD.

The Planning and Zoning Commission recommended the case for approval on June 21, 2018.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-16_____

LAND USES	PD
Agricultural - General	
Agricultural Service	
Bed and Breakfast	P
Building Construction, General	
Building Construction, Specialist	
Business Services I	P
Business Services II	P
Cocktail Lounge	
Detention Facilities	
Dwelling , Single Family, Detached	P
Manufactured Home or Manufactured Housing	
Dwelling, Multiple Family	P
Dwelling, Single Family with apartment	P
Dwelling, RC District Uses (with plat)	
Education, Secondary and College	P
Education, Primary	P
Equipment Sales/Repair/Storage (Heavy)	
Fuel Sales	
Funeral Services	P
Institutional and Public Use Facilities	P
Life Care Development	P
Manufacturing, Custom	P
Manufacturing and Industrial, Heavy	
Manufacturing and Industrial, Limited	
Manufactured Housing Sales	
Personal Services I	P
Personal Services II	
Personal Services-Limited	P
Professional Offices	P
Restaurant, General	P
Restaurant, Limited	P
Retail Trade – I	P
Retail Trade – II	
Retail Trade – III	
Retail Trade – Limited	P
Tourist/Visitor & Recreation Service	
Transportation Terminal (Bus/Aviation)	
Vehicle Maintenance and Repair	
Vehicle Sales/Service Used	
Vehicle Sales/Service – New	
Warehousing & Distribution	

(21) **Business Services I:** The use of land for the purpose of primarily engaging in the provision of services to firms as well as to individuals, and utility services not otherwise restricted by this Chapter, including, but not limited to:

- (i) bail bonding agencies;
- (ii) bicycle repair shops;
- (iii) cablevision, radio, and television stations;
- (iv) camera repair shops;
- (v) commercial art, photography, art and graphics;
- (vi) employment agencies;
- (vii) gunsmith and locksmith shops;
- (viii) Job and vocational training centers;
- (ix) musical instrument, radio, and television repair;
- (x) postal services;
- (xi) re-upholstery and furniture repair;
- (xii) taxidermy businesses that (a) do not conduct on-site the evisceration and processing of animal carcasses or (b) whose on-site evisceration and processing operations have been determined by the Commission to not have a heavier impact on surrounding properties than other uses defined as Business Services 1;
- (xiii) telephone and electric company offices (excluding storage and maintenance yards, but including telecommunications serving centers).

(22) **Business Services II:** The use of land for the purpose of primarily engaging in the provision of services to firms as well as to individuals, but which are deemed to be a more intensive use of property than uses defined as Business Services I, including, but not limited to:

- (i) appliance sales or repair, used;
- (ii) automotive towing services;
- (iii) blue printing and photo copying services;
- (iv) building cleaning services;
- (v) car washes;
- (vi) commercial testing laboratories;

- (vii) disinfecting and exterminating services;
- (viii) laundry services;
- (ix) funeral service and crematories;
- (x) newspapers;
- (xi) photofinishing laboratories;
- (xii) protective services, non-governmental;
- (xiii) refrigeration/air conditioning service and repair;
- (xiv) repossession services;
- (xv) septic tank cleaning service;
- (xvi) sign painting and outdoor advertising services;
- (xvii) swimming pool cleaning and maintenance;
- (xviii) welding shops, not elsewhere classified as a manufacturing or industry.

(88) **Personal Services - I:** Frequently or recurrently needed services of a personal nature provided in a building with a floor area of not greater than five thousand (5,000) square feet, including, but not limited to;

- (i) beauty parlors and/or barber shops;
- (ii) day care centers;
- (iii) health or fitness studios/salons and massage therapy;
- (iv) pet services;
- (v) portrait photography studios;
- (vi) repair services of personal items such as shoes, watches, and jewelry;
- (vii) schools primarily engaged in instructional or informational classes related to art, dance, gymnastics, cheerleading, trampoline and tumbling, or martial arts;
- (viii) seamstress and/or tailor shops.

(89) **Personal Services - II:** All of Personal Services - I without respect to the square footage of the building used, plus uses involving more intensive personal services, including, but not limited to:

- (i) guidance services;
- (ii) kennels with a maximum boarding capacity of less than twelve (12) animals;

- (iii) mini-storage;
- (iv) residential care services;
- (v) self service Laundromats; and
- (vi) veterinary services.

(90) **Personal Services - Limited:** The provision of the services defined in Personal Services I from a building with a maximum floor area of 3,000 square feet and architecturally designed to look like a residence, with:

- (i) a wood, rock, or brick exterior;
- (ii) a roof constructed of materials and with a similar pitch to other residences in the adjoining neighborhood; and
- (iii) a front door and window(s) on the side of the building facing the lot front.

(100) **Restaurant, General:** A building or part thereof used in the on-site preparation and retail sale of food and beverages. A General Restaurant is permitted to provide live entertainment and the retail sale of alcoholic beverages for on-premises consumption, provided such alcoholic beverage sales constitute less than fifty percent of the gross revenue of the restaurant. Limited Restaurants are included within the scope of this definition.

(101) **Restaurant, Limited:** A building or part thereof used in the preparation and retail sale for on-premise consumption of food and beverages, excluding the sale of alcoholic beverages and restaurants with drive-through service.

(102) **Retail Trade - Limited:** Businesses located in a building not exceeding a gross floor area of 3000 square feet architecturally designed to look like a single family residence with a wood, rock, or brick exterior, a roof constructed of materials and with a similar pitch to other residences in the adjoining neighborhood, and a front door and window(s) on the side of the building facing the lot front, which businesses are primarily engaged in the selling of new merchandise for personal or household consumption, and rendering services incidental to the sale of the goods excluding the products specifically listed in Retail TradeLand II. Typical uses include the following:

- (i) Hardware, paint, glass, and wallpaper stores;
- (ii) Lawn and garden supply, nurseries, and landscaping; (iii) Department, variety, and general merchandise stores; (iv) Food sales;
- (v) Specialty clothing and shoe stores;
- (vi) Furniture, floor covering, upholstery, and curtain stores;
- (vii) Sales of new household appliances;

- (viii) Drug stores;
- (ix) Sporting goods stores;
- (x) Toy, gift, and novelty shops;
- (xi) Stationery stores;
- (xii) Book sales;
- (xiii) Camera and photographic supply;

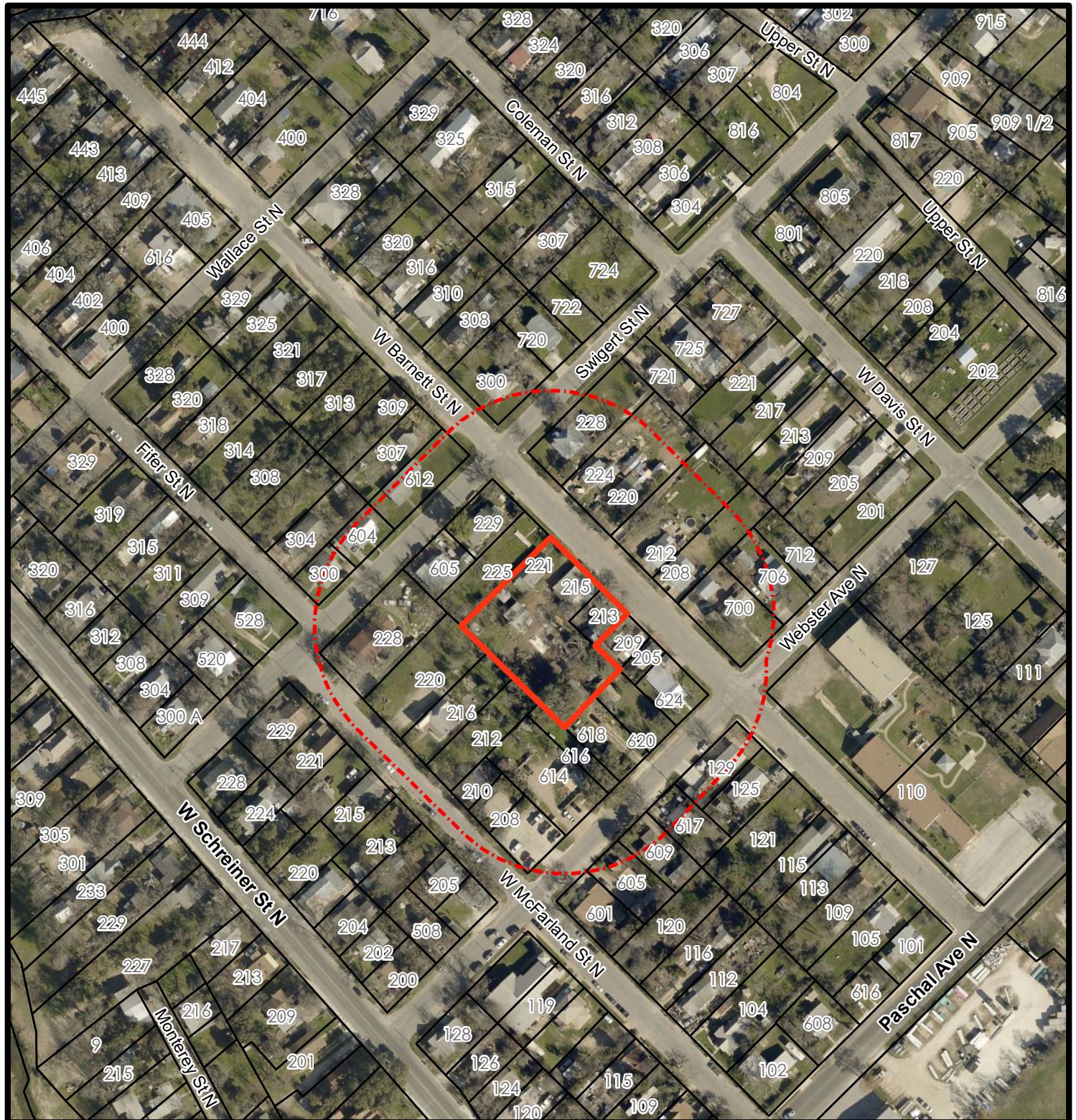
- (xiv) Luggage and leather goods sales;
- (xv) Sewing, needlework establishments;
- (xvi) Mail order and direct sale establishments; (xvii) Tobacco products sale;
- (xviii) Florists;
- (xix) Limited Restaurants;
- (xx) Sale of new auto parts.

(103) Retail Trade I: Businesses, not including open air markets, operating in a building of any architectural style with a gross floor area not exceeding 50,000 square feet including:

- (i) all businesses defined as Retail Trade, Limited;
- (ii) sales or rental of new or use merchandise, except used appliances;
- (iii) alcoholic beverage sales for off-premise consumption;
- (iv) businesses primarily engaged in the sale, rental, or repair of used furniture;
- (v) businesses primarily engaged in the sale of storage buildings.

(104) Retail Trade II: Businesses defined as Retail Trade I operating from a building with a gross floor area not exceeding 100,000 square feet.

(105) Retail Trade III: Businesses defined as Retail Trade I operating from a building of any size.



Location Map

Case # 2018-033

Location:
213, 215, 221
West Barnett Street

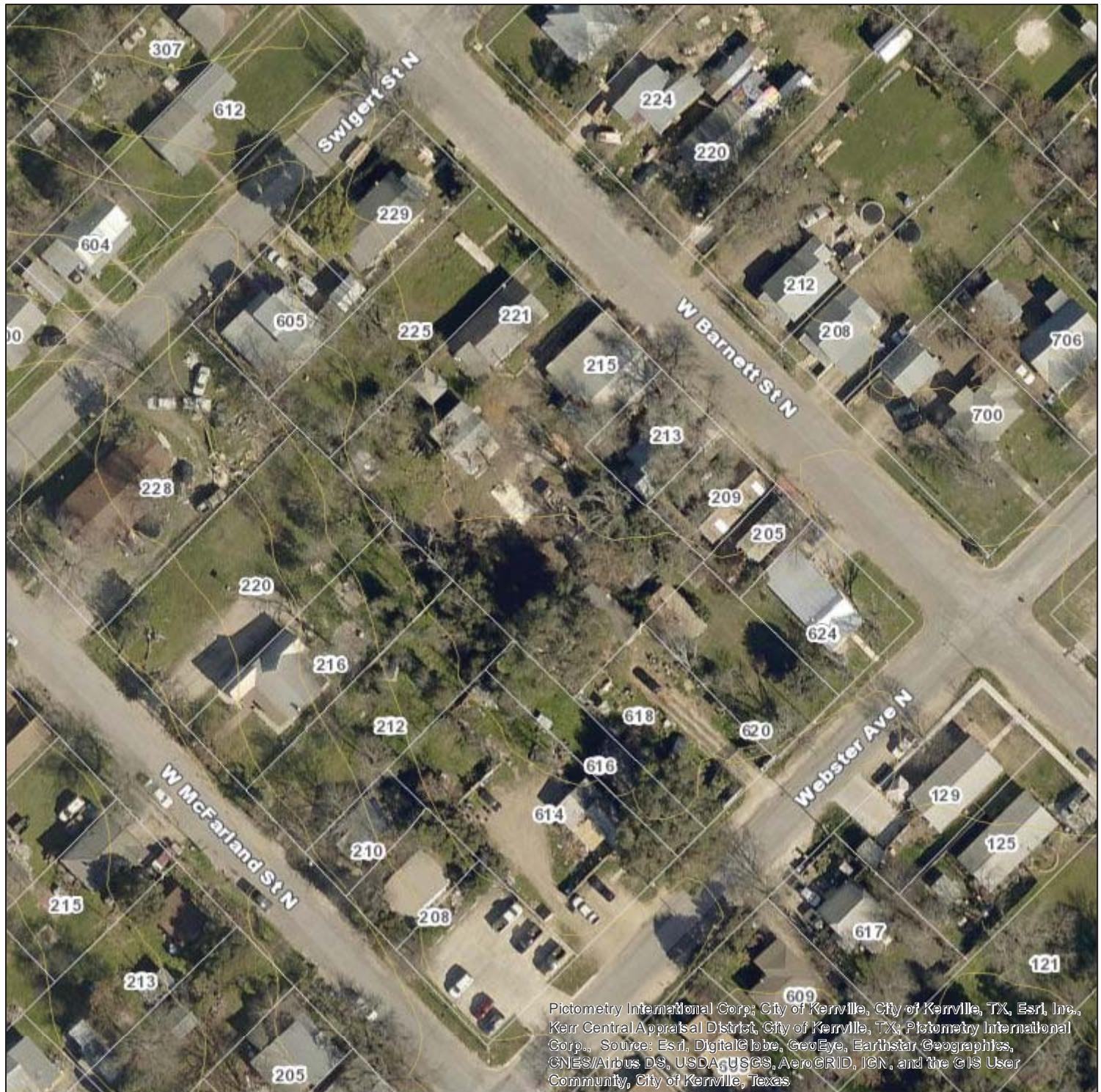
Legend
200' Notification Area
Subject Properties



0 50 100 200

Scale In Feet

ArcGIS Web Map



Pictometry International Corp; City of Kerrville, City of Kerrville, TX, Esri, Inc., Kerr Central Appraisal District, City of Kerrville, TX; Pictometry International Corp., Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, City of Kerrville, Texas

Legend

- Site_Address...
- Tax Parcels
- City Limit
- ETJ Boundaries
- ETJ Areas
- Two_Foot_C...



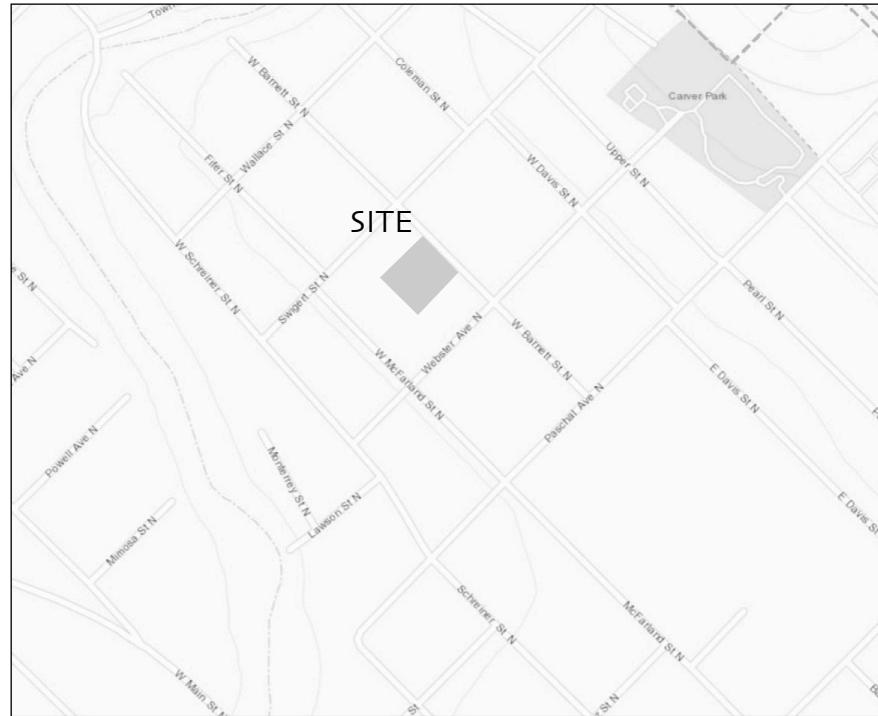
Development Services

5/9/2018 2:23 PM

0 45 90 180

Scale In Feet

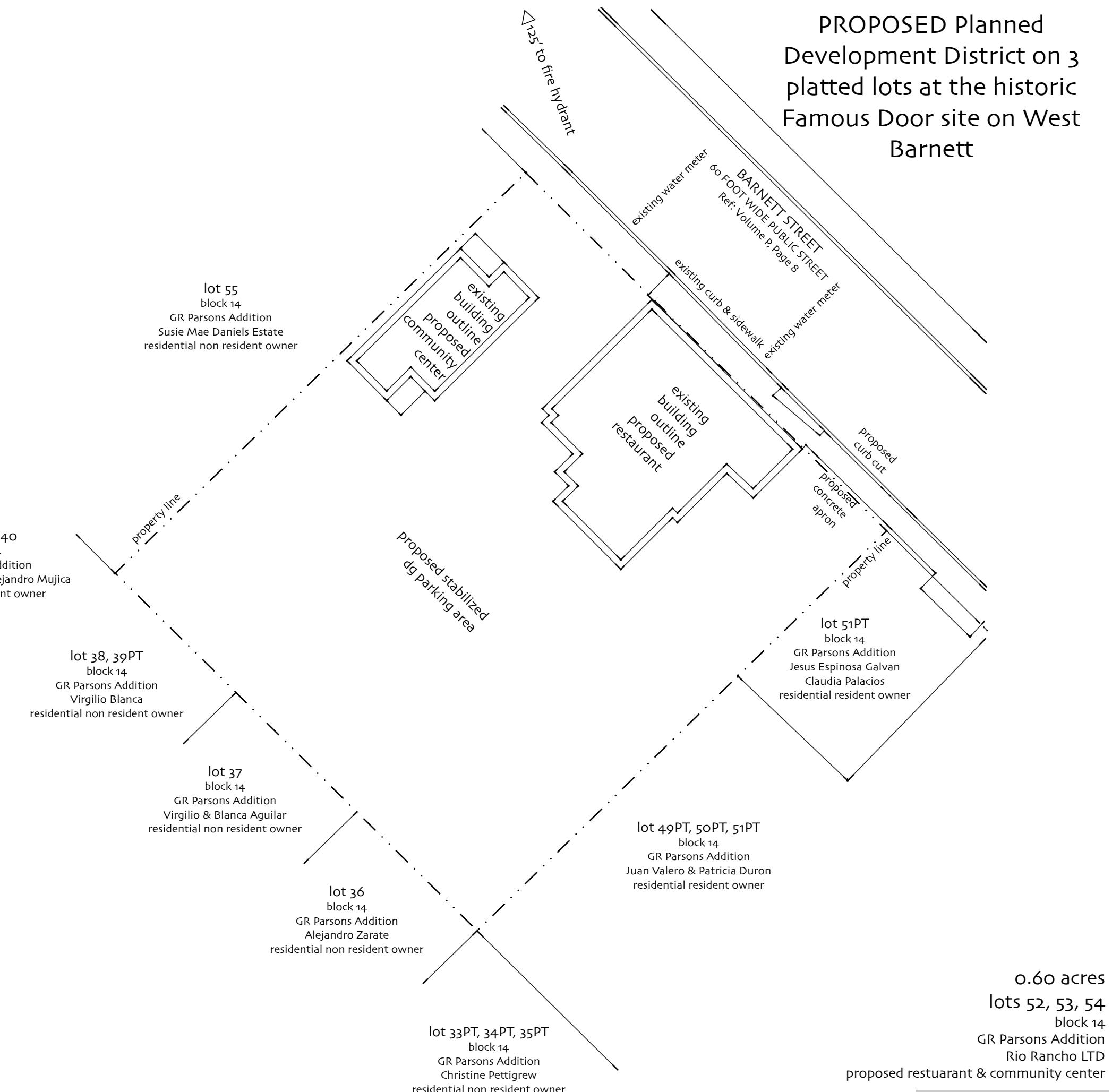
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

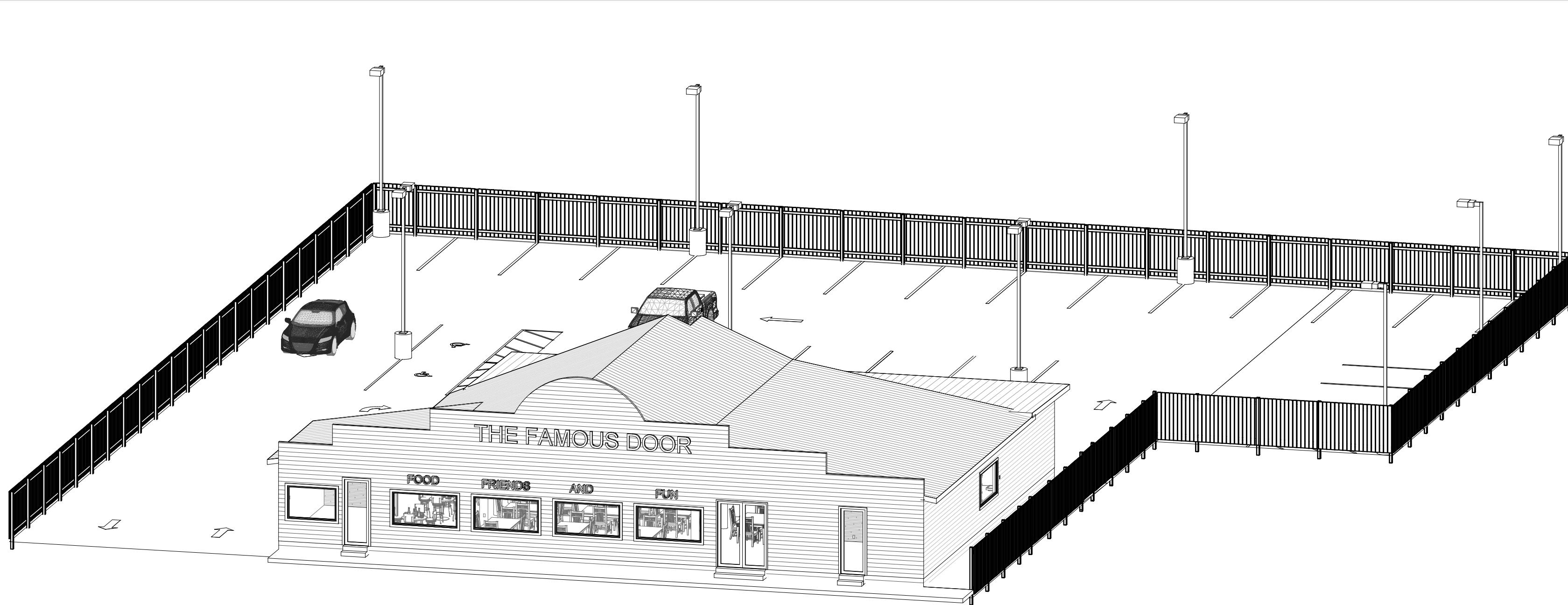


Project Summary	
Existing Conditioned Space	
community center	932 sqft
restaurant	2,667 sqft
Parking Area (32 spaces)	
Stabilized DG	14,234 sqft
Concrete Apron	516 sqft
Building Information	
Community	
Construction	
Height	
Classification	
Uses	
Occupancy	12
Fire Sprinklers	No
Fire Detection	No
Building Information	
Restaurant	
Construction	
Height	
Classification	
Uses	
Occupancy	60
Fire Sprinklers	Yes - Kitchen
Fire Detection	Yes

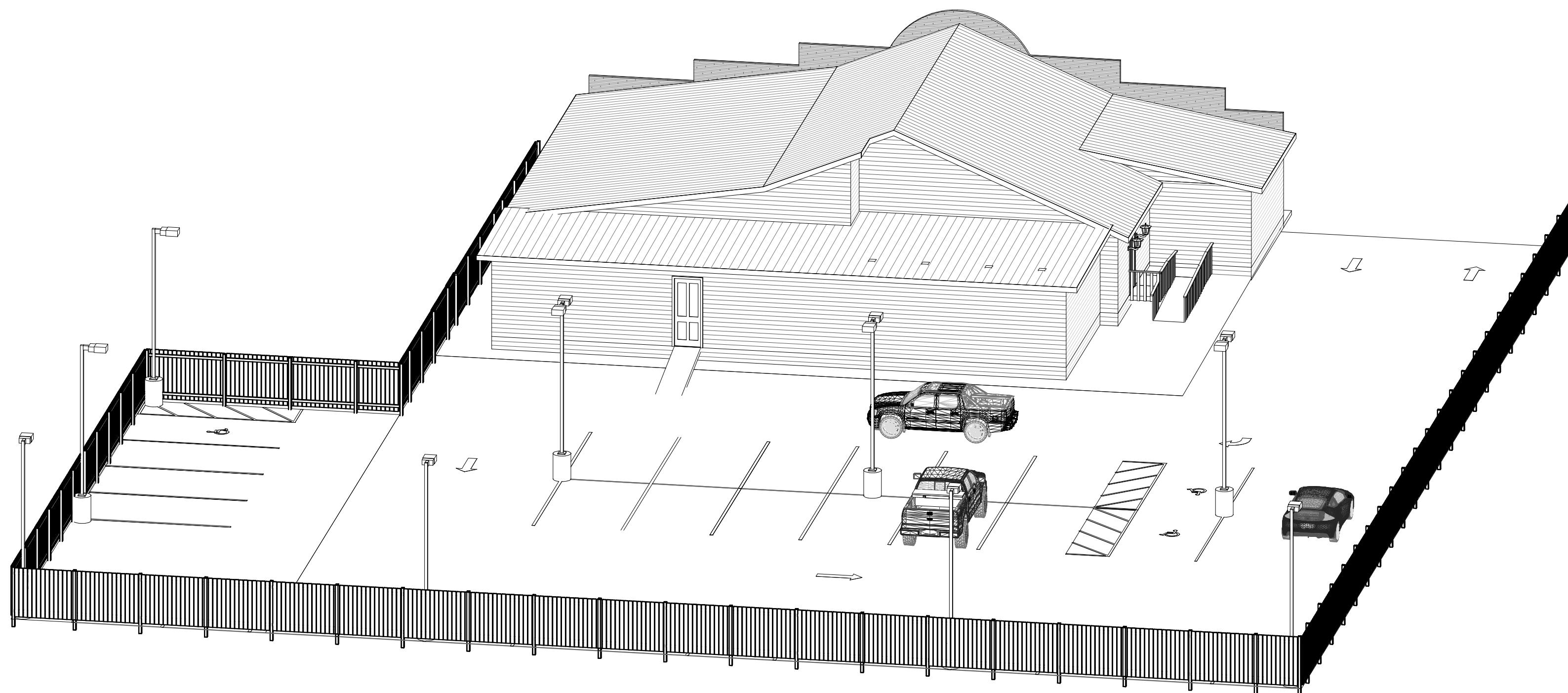


scale: 1" = 30'





FRONT WITH PARKING LOT



REAR WITH PARKING LOT

REVIT DRAFTER:
JOSE J MUNGUA
KERVILLE, TEXAS 78028
PHONE 830-955-1026
E-MAIL: JMUNGUA25@YAHOO.COM

JOHNY BARROYO
221 WEST BARNETT ST
KERRVILLE, TX, 78028
3/26/2018

BUILDER
OWNER
ADDRESS
CITY/STATE
DATE

EXTERIOR 3D
VIEW

Project number
Date 3/26/2018
Drawn by Author
Checked by Checker

A40.04

Scale

City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 110 W Barnett St in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 110 W Barnett St en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,

Kay Salffooz, Bd Chair
Signature Firma

Doyle School Community Center

3/12/18
Date / Fecha

City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 127 W Davis Street in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 127 W Davis Street en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,


Signature / Firma

Estate of Hillie Frazier

2-24-2018

Date / Fecha

City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

Portionage to Mt. Olive Baptist Church

I am the owner of property located at 119 W. McFarland in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 119 W. McFarland en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,

Rev. John A. Allen, Pastor

Signature / Firma

Mt. Olive Baptist Church

2/25/2018

Date / Fecha

City of Kerrville
701 Main Street
Kerrville, TX 78028

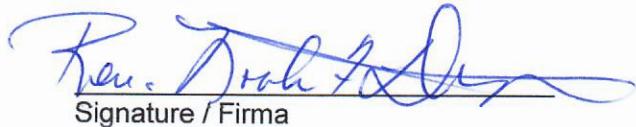
Dear Sir or Madam,

*W. Mt. Olive Bapt Ch. % Pastor Doug
21121 McFarland, Kerrville, TX*

I am the owner of property located at 208 McFarland St in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 208 McFarland St en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,


Signature / Firma

Mount Olive Baptist Church

2/25/2018

Date / Fecha

City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 620 Webster in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 620 Webster en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,


Signature / Firma

John Gaberel Jefferson

2/22/2018
Date / Fecha

City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 309 W Barnett in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 309 W Barnett en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,

John Jefferson
Signature / Firma

John Jefferson

2/22/2018
Date / Fecha

City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 115 W Barnett in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 115 W Barnett en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,

Walter Edmonds
Signature / Firma

Walter & Dorothy Edmonds

2/20/18
Date / Fecha

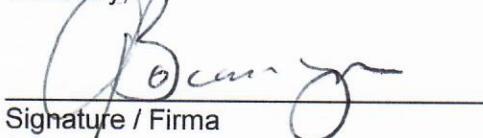
City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 221 W Davis St in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 221 W Davis St en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,


Signature / Firma

Arnulfo Bocanegra

1-30-18

Date / Fecha

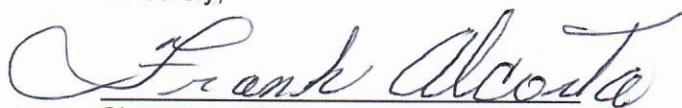
City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 125 W Barnett St in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 125 W Barnett St en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,



Signature / Firma

Frank & Mary Alcorta

Mary C. Alcorta
Date / Fecha
1-31-18

City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 721 Swigert in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 721 Swigert en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,

Norman Jackson
Signature / Firma

Norman Jackson

2-1-18

Date / Fecha

City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 706 Webster in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 706 Webster en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,

Evodio C. Medrano

Signature / Firma

Evodio C. Medrano

1-30-18

Date / Fecha

City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 125 W Davis St in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 125 W Davis St en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,

Vernon Leroy Brown
Signature / Firma

Vernon Leroy Brown

1-29-18

Date / Fecha

City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 516 Webster in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Eun Hyata Maysa

Yo soy el dueño de la propiedad ubicada en 516 Webster en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,

Signature / Firma

Tobias Garza

Date / Fecha

I AM NOT THE OWNER, TOBIAS S. GARZA WAS
MY GRANDFATHER, MY DAD GERTRUDES A. GARZA
PAID TAXES ON THIS PROPERTY, BECAUSE
MY GRANDPARENTS LEFT NO WILL.

G.A. GARZA MY DAD PAID TAXES SINCE 1964
UNTIL HE DIED IN 2002.

MY MOTHER MARIA A. GARZA PAID TAXES UNTIL
2015.

IN 2016 MOTHER SAID SHE NEEDED HELP WITH
THIS, SO I TOOK OVER IN 2016, THAT IS WHY IT
IS IN MY CARE OFF

SINCERELY 1-30-2018
Eun Hyata Maysa

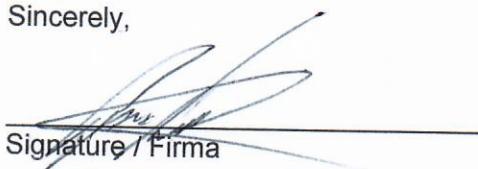
City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Sir or Madam,

I am the owner of property located at 700 Webster in Kerrville. Please accept this letter as an indication of my support for The Borrayo's application to gain permission to use the property located at 215 W. Barnett in Kerrville as a restaurant.

Yo soy el dueño de la propiedad ubicada en 700 Webster en Kerrville. Por favor acepte esta carta como una indicación de mi soporte para aplicación del Borrayo obtener permiso para utilizar la propiedad situada a 215 w. Barnett en Kerrville como restaurante.

Sincerely,


Signature / Firma

Pedro Claudio

1-30-2018

Date / Fecha

RECEIVED
6-13-18

June 2018

To Whom it may Concern..

My Name is Virginia Castillo
I Lived at 229 W. Barnett.
In Concern about the Zoning
Change on this Street. my
Questions Are will the Taxes
go up, because I'm disabled
And lived on a fix income.
Can't afford more Taxes.

My Other Concern is the parking
for this Restaurant, they want
to Open. Want to know if they
have enough parking. Cars will
be parking down & up on this
Street. Children play outside
on thier yard. My Concern is
if this Childrens will be safe.
Dense we had men's trying to pick
up Children before. We Call
Police after the yell out to him.
Took Pictures of the Car & the
men. Call Police, that's my
Concern. the People here, just
moved not to long Ago. And
I don't know if they understand
about Zoning Change.

Phone # Thank you
830-377-6566 Mrs. V. Castillo

Ms Virginia Castillo
229 W Barnett St
Kerrville, TX 78028

POSTAGE PAID
SAN ANTONIO TEXAS
POST CARD DISTRICT
11-10-2018 FM21

POSTAGE PAID
SAN ANTONIO TEXAS
POST CARD DISTRICT
11-10-2018 FM21

City of Kerrville
Planning Department
200 Sidney Baker St
Kerrville, TX 78028

RECEIVED
4-13-18

Attn: Dorothy Miller

78028-565700



**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 of 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: 8/14/2018

DATE SUBMITTED: 7/31/2018

SUBMITTED BY: Mike Hayes, City Attorney

EXHIBITS: Ordinance No. 2018-14

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

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 "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 \(\[https://library.municode.com/tx/kerrville/codes/code_of_ordinances?nodeId=PTIICOOR_C_H98TE\]\(https://library.municode.com/tx/kerrville/codes/code_of_ordinances?nodeId=PTIICOOR_C_H98TE\)\)](https://library.municode.com/tx/kerrville/codes/code_of_ordinances?nodeId=PTIICOOR_C_H98TE). No changes were made to the Ordinance between readings.

RECOMMENDED ACTION:

Adopt Ordinance 2018-14 on second 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;

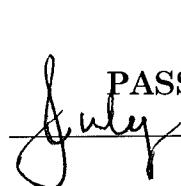
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

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 24th day of July, 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: Interlocal Agreement for the Provision of Animal Services and Library Services.

AGENDA DATE OF: 8/14/2018 **DATE SUBMITTED:** 8/10/2018

SUBMITTED BY: Cheryl Brown

EXHIBITS: None

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

This is a council requested item. (Councilmember Baroody).

RECOMMENDED ACTION:

To be determined by Council.



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

SUBJECT: Joint Resolution of the City Council and Kerrville Public Utility Board acknowledging that the City will enter into a solar energy ground lease for the use of City property; that the City will thereafter assign its rights under and management of the lease to KPUB; and that such property will be used to install, maintain, and operate a solar-powered electrical energy generating facility

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/8/2018

SUBMITTED BY: E.A. Hoppe
Deputy City Manager

EXHIBITS: Cover Memorandum from Mr. Mike Wittler of KPUB
Joint Resolution
Solar Energy Ground Lease

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	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	N/A	

SUMMARY STATEMENT:

The City of Kerrville has been in the process of exploring a partnership opportunity with the Kerrville Public Utility Board (KPUB) that will provide for the installation of a two megawatt (11 acre) solar energy installation at the City's 200+ acre property located along Spur 100. The public-private partnership will allow the City of incur lease revenues for the 11 acres in addition to discounted electrical rates. The installation also assists KPUB in a reduction of their peak summer electrical demands and an avoidance of peak wholesale power supply expenses, assisting in rate stabilization for all KPUB customers.

The selected site is located on a future potential landfill cell. However, based off of the currently drafted landfill expansion permit, the affected cell sites will not be utilized any earlier than 35 years from now, if at all. The proposed solar installation has a lease of 20

years, and therefore is not in conflict with the potential future landfill use. City staff and the City's landfill expansion permit consultant have reviewed the lease terms with TCEQ, the agency that will be responsible for approving the landfill expansion permit, and they were concerned with the interim use.

Council is being asked to approve two elements: a Joint Resolution with KPUB that will formalize the partnership and the discounted electrical rates for the City, as well as the ground lease agreement that speaks to the installation and ongoing maintenance responsibilities of KPUB and their contractor. Mr. Mike Wittler of KPUB has provided a memorandum further explaining the program and partnership opportunity.

RECOMMENDED ACTION:

Approve the Joint Resolution and authorize the City Manager to finalize and execute a solar Energy Ground Lease.

**JOINT RESOLUTION
NO. 1-2018**

A JOINT RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF KERRVILLE, TEXAS, AND KERRVILLE PUBLIC UTILITY BOARD, WHEREIN CITY COUNCIL AUTHORIZES THE CITY MANAGER TO ENTER INTO A SOLAR ENERGY GROUND LEASE FOR THE USE OF CITY PROPERTY; THAT KPUB ACKNOWLEDGES THE LEASE AND THAT THE CITY WILL ASSIGN ITS RIGHTS UNDER AND MANAGEMENT OF THE LEASE TO KPUB; AND THAT SUCH PROPERTY WILL BE USED TO INSTALL, MAINTAIN, AND OPERATE A SOLAR-POWERED ELECTRICAL ENERGY GENERATING FACILITY

WHEREAS, in 1987, the City of Kerrville, through actions taken by its City Council, including the adoption of Resolution No. 87-106 (the “Resolution”), purchased the electrical system to be known as the Kerrville Public Utility Board (“KPUB”) and established its Board for the management of such system; and

WHEREAS, per the Resolution, City Council created and established KPUB as a separate and distinct agency of the City; and

WHEREAS, the Resolution similarly vested all powers of the City in KPUB with respect to the management and operation of the electrical system (the “System”); and

WHEREAS, KPUB has negotiated with a private company for the development, construction, and operation of a solar project to benefit the System; and

WHEREAS, benefits include helping diversify KPUB’s power supply, reducing the costs of providing electricity, and promoting the use of renewable energy, among other benefits; and

WHEREAS, KPUB requests the cooperation of the City, whereby the City will enter into a solar energy ground lease with the company for its use of City property for the installation, maintenance, and operation of a solar-powered electrical energy generating facility (“Solar Facility”); and

WHEREAS, KPUB and City staff believe that a portion of City property located between Spur 100 and Loop 534 that the City utilizes in part for a landfill and reuse pond (the “Property”), is appropriate for the construction and installation of the Solar Facility; and

WHEREAS, the Property consists of an approximate 11 acre site out of the 171 acres that the City owns; and

WHEREAS, the City Council and KPUB find it to be in the public interest for the City to enter into the solar energy ground lease agreement authorizing the use of the Property for the installation, maintenance, and operation of a solar-powered electrical energy generating facility and thereafter, for the City to assign its rights under and the management of the lease to KPUB;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODIES OF THE CITY OF KERRVILLE, TEXAS, AND THE KERRVILLE PUBLIC UTILITY BOARD:

SECTION ONE. City Council authorizes the City Manager to enter into the Solar Energy Ground Lease (“Lease”) with KPUB Community Solar, LLC, a Delaware limited liability company, for the installation, maintenance, and operation of the Solar Facility on the Property. The Lease is attached as **Exhibit A**. Following execution of the Lease, City Council authorizes the City Manager, in accordance with the Lease, to assign the City’s rights under and the management of the Lease to KPUB, which will fulfill the terms of the Lease, specifically the obligations as Landlord.

SECTION TWO. City Council authorizes and designates the Property for the use specified by the Lease, to be managed by KPUB. Neither this action nor the Lease authorizes and/or causes the transfer of any property interest to KPUB or any other party.

SECTION THREE. As landlord under the Lease to be assigned to it, KPUB agrees to use its resources with respect to its use and maintenance of the Property, its management of interests in the Solar Facility pursuant to the Lease, and its responsibilities as Landlord under the Lease, as the Solar Facility is intended to benefit KPUB’s system.

SECTION FOUR. In consideration of the use of the Property in this manner, KPUB, pursuant to its power purchase agreement with KPUB Community Solar, LLC, shall provide City with an option to purchase up to 49% of the energy produced by the Solar Facility to serve the City’s electric accounts for its facilities. The rate for energy produced by the Solar Facility will be a flat rate for the 20 year life of the Solar Facility structured to recover the following components: purchased power cost, ground lease cost, one half of line extension costs, and City transfers.

SECTION FIVE. Where KPUB fails to comply with Section Three, above, resulting in the City’s use or potential use of its resources with respect to the Solar

Facility or the Lease, the City has the right to seek payment from the KPUB Utility Fund above the amount of the transfer fee paid to the City.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, TEXAS, on this the _____ day of _____ A.D., 2018.

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

PASSED AND APPROVED BY GOVERNING BODY FOR THE KERRVILLE PUBLIC UTILITY BOARD ON this the _____ day of _____ A.D., 2018.

John Sample, Chair

ATTEST:

_____, Secretary

D R A F T 8/10/18

SOLAR ENERGY GROUND LEASE

THIS SOLAR ENERGY GROUND LEASE (“*Lease*”) is dated _____, 2018 (the “*Effective Date*”), and is made by and between the City of Kerrville, Texas (“*Landlord*”) and KPUB Community Solar, LLC, a Delaware limited liability company (“*Tenant*”). Landlord and Tenant are hereinafter referred to individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

A. Landlord owns that certain real property located in the County of Kerr (the “*County*”), State of Texas (“*State*”), consisting of approximately 171 acres as more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes (the “*Property*”).

B. Tenant desires to lease approximately 11 acres as more particularly described in Exhibit “A-1” (the “*Premises*”) from Landlord for the development, construction, operation and maintenance of “Solar Facilities” in connection with the “Project”, both terms defined in Section 1(b) below, and as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease of Premises; Grant of Easements; Other Rights of Tenant.

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, on and subject to the terms and conditions contained in this Lease, and subject to any encumbrances, leases, oil, gas and/or other mineral interests, easements, licenses, rights of way, mortgages, deeds of trust, liens, security interests, mechanic’s liens or any other encumbrances (each an “*Encumbrance*”) encumbering the Premises and either filed of record in the County as of the Effective Date, or not recorded and set forth on Exhibit “E” attached hereto and incorporated herein by this reference (collectively, the “*Permitted Encumbrances*”). Tenant will obtain a survey of the Premises. If the surveyed legal description differs from that set forth on Exhibit “A-1”, upon Tenant’s request and at Tenant’s expense, Landlord and Tenant will promptly execute an amendment to this Lease and to the Memorandum (defined in Section 19 below) evidencing the amended legal description of the Premises provided in any such survey.

(b) Tenant will have the exclusive right to convert the solar energy resource on the Premises to electrical energy, and to use the Premises for a solar-powered electrical energy generating facility, including without limitation: (i) the collection, conditioning, storage and transmission of electrical energy; (ii) to construct, install, maintain, operate,

repair, remove, replace, and relocate one or more solar gathering devices including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, and monitoring equipment for the conversion of solar energy into electrical energy and the collection, conditioning, storage and transmission of electrical energy (“*SGDs*”), above-ground and/or underground electrical transmission and communication lines and related equipment, footings, towers, poles, crossarms, guy lines, anchors and wires, collection and transmission grids (“**Transmission Facilities**”), power conditioning equipment, substations, interconnections and/or switching facilities and transformers, energy storage facilities, telecommunications equipment, laydown areas, radio relays, roads and gates, signs and fences (to be approved by Landlord), pyranometers and other solar measurement equipment, control buildings, and maintenance yards (collectively, the “**Solar Facilities**”); and (iii) to determine the feasibility of solar energy conversion on the Premises through surveys and environmental, meteorological, biological, cultural, geotechnical, geological and other tests and studies; and (iv) to undertake activities that Tenant determines are necessary or appropriate in connection with the construction, installation, operation, maintenance, and removal of the Solar Facilities and/or the Project (defined below). “**Project**” as used herein means the Solar Facilities and the Tenant’s leasehold interest in the Premises upon which Tenant plans to construct the Solar Facilities. Upon request by Landlord at any time following the Operations Commencement Date (defined in Section 2(b) below) Tenant will provide to Landlord a map or site plan of the Project, as defined herein. Following construction of the Solar Facilities, Tenant will deliver to Landlord as-built drawings of the Solar Facilities, which shall include any related Access Easements and distribution lines. Tenant will at all times during the Term retain title to the Solar Facilities and Landlord will have no ownership or other interest in any Solar Facilities installed on the Premises nor any lien thereon. Without limiting the generality of the foregoing, Landlord and Tenant recognize that solar gathering and conversion technologies are advancing rapidly and that Tenant will have the right to replace and increase or decrease, from time to time, existing Solar Facilities on the Premises. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, LANDLORD ACKNOWLEDGES THAT TENANT WILL HAVE NO OBLIGATION TO CONSTRUCT ANY SOLAR FACILITIES ON THE PREMISES.

(c) Other Rights of Tenant.

(i) Operations Easements. Landlord hereby grants to Tenant a non-exclusive right and easement on, over, across and under the Premises and any adjacent property owned by Landlord for audio, visual, and light interference. Landlord further grants to Tenant a non-exclusive right and easement on, over, across and under that portion of the Premises and any adjacent property owned by Landlord within 200 feet of any Solar Facilities, for electromagnetic, electrical, and radio interference (the “**Operations Easement**”); and

(ii) Access to Premises. During the Development Term (defined in Section 2(a) below), Landlord hereby agrees to grant to Tenant right-of-way on, along, over, and across the Property and any adjacent property owned by Landlord for ingress to and egress from the Premises and Project. Prior to the Operations Term (defined in Section 2(b) below), Landlord hereby agrees (i) to provide Tenant, by separate agreement in substantially the form attached hereto as **Exhibit “B-1”**, a non-exclusive right-of-way and easement or license, 40 feet in width, on, along, over and across the Property for the purpose of ingress to and egress from the Premises (the “*Access Easement*”); and, (ii) in the event the Premises are modified, to amend the Access Easement to maintain Tenant’s rights of ingress to and egress from the Premises; and

(iii) Distribution Line Access. Landlord hereby agrees to designate a dedicated route and associated access through the Property sufficient for Kerrville Public Utility Board to install, operate, and maintain necessary distribution lines for the commercial operation of the Project.

(iv) No Appurtenant Properties. The Operations Easement and the Access Easement, are easements for the benefit of Tenant. As between the Premises and other tracts of property within the Project, no tract is considered dominant or servient as to the other.

(v) Use of Water. Tenant will have the right to connect to and use Landlord’s water facilities. Tenant will secure all necessary permits for such use and will make any applicable improvements or connections necessary for such use at Tenant’s sole cost and expense. Landlord will bill Tenant and Tenant shall pay for Tenant’s use of the water in accordance with Landlord’s applicable fees.

2. **Lease Term.** The term of this Lease will include, as applicable, the Development Term, the Operations Term, and any Decommissioning Term, subject to the provisions of this Section 2 (collectively, the “**Term**”).

(a) Development Term. The Term of this Lease will commence on the Effective Date and will end on the day preceding the third (3rd) anniversary of the Effective Date (the “*Development Term*”), unless extended pursuant to Section 2(b) below.

(b) Operations Term. On the date that the Project has satisfied all conditions required for commercial delivery of energy, as set forth in the Project's power purchase agreement (the "***Operations Commencement Date***"), then without any further action by the Parties, the Development Term shall end and the Term of this Lease will be automatically extended for a twenty (20) year period commencing on the Operations Commencement Date (the "***Operations Term***"). Tenant shall deliver notice to Landlord of the Operations Commencement Date within ten (10) days of such date.

(c) Decommissioning Term. If Tenant installs Solar Facilities on the Premises, there will be an additional term, commencing upon the expiration of the Operations Term and continuing through the date that is 12 months thereafter, within which Tenant will complete its decommissioning obligations.

(d) Tenant's Right to Terminate. Subject to any Lender approval rights set forth in Section 13, Tenant will have the right to terminate this Lease as to all or any part of the Premises, at any time and from time to time, upon 30 days prior notice to Landlord, provided however, any Tenant termination will be subject to Tenant's decommissioning obligations as provided herein.

3. Lease Payments. Tenant will pay to Landlord, as and when due, the Lease Payments described in Exhibit "C" and Exhibit "C-1" attached hereto and made a part hereof for all purposes (the "***Lease Payments***").

4. Construction; Decommissioning.

(a) Construction.

(i) Tenant will comply with the construction obligations set forth on Exhibit "D" attached hereto and made a part hereof for all purposes.

(ii) Prior to commencement of initial Construction Activities (defined below) for permanent Solar Facilities on the Premises, Tenant will give Landlord at least 30 days written notice showing the Project site plan, the portion of the Premises to be included therein, the location of any improvements to be constructed, and the approximate construction schedule therefore ("***Construction Notice***"). "***Construction Activities***" means activities related to the construction, erection, repair, replacement, and maintenance, and repowering of Solar Facilities. Subject to applicable conditions of this Lease, Tenant will have the right, in Tenant's sole discretion, to modify the location of the Solar Facilities within the Premises and/or schedule for construction of Solar Facilities at any time. Landlord hereby grants and agrees to grant Tenant such other non-exclusive lease, or license rights on the Property as necessary for temporary staging, laydown and storage for equipment and materials associated with Construction Activities in and over such areas that are within 200 feet of the Premises.

(b) **Decommissioning of Solar Facilities.** During the Decommissioning Term or at any other time following the termination of this Lease, Tenant, at its sole cost and expense, will (i) remove all facilities; and, (ii) stabilize surface soils (“***Decommission***”). However, Tenant may leave all roads in their condition existing at the time this Lease expires or terminates. If Tenant fails to complete the Decommissioning of the Solar Facilities by the end of the Decommissioning Term, then Landlord may do so, in which case Tenant will reimburse Landlord for the reasonable costs of decommissioning incurred by Landlord.

5. **Tenant’s Additional Covenants and Obligations.**

(a) **Applicable Law.** Tenant will comply in all material respects with each law, regulation, code, ordinance, order, or any other directive by any governmental authorities having jurisdiction over the Parties in connection with this Lease, the Premises or the Solar Facilities (“***Applicable Law***”), such Applicable Law to include Landlord’s building and fire codes.

(b) **Mechanics’ Liens.** The parties acknowledge and agree that, pursuant to Texas state law, no mechanic’s lien may be filed against the Premises. If, however, any mechanics’ liens are filed against the Premises as a result of Tenant’s use of the Premises, Tenant will either (i) promptly cause the removal thereof; or, (ii) if Tenant wishes to contest any such lien, Tenant will provide a bond or other security to Landlord in the amount of such lien or otherwise remove such lien from title to the Premises pursuant to Applicable Law.

(c) **Tenant’s Responsibility for Hazardous Materials.** Landlord acknowledges that in connection with the ordinary course of construction, operation and maintenance of the Solar Facilities, Tenant may use limited quantities of petroleum or any chemical, material or substance defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substances,” or words of similar import, under Environmental Laws (“***Hazardous Materials***”), and any such use will at all times be in compliance with all statutes, ordinances, orders, rules and regulations of all federal, state or local governmental agencies relating to the use, generation, manufacture, installation, handling, release, discharge, storage or disposal of Hazardous Materials, including, but not limited to, the Federal Water Pollution Act, as amended (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.) (“***Environmental Laws***”). If Tenant places, disposes or releases any Hazardous Materials in or onto the Premises in violation of Environmental Laws, Tenant shall immediately notify Landlord in writing of such occurrence and then remediate such Hazardous Materials in accordance with such Environmental Laws. Tenant

will have no responsibility or liability arising from or relating to Hazardous Materials existing on or under the Premises on or prior to the Effective Date.

6. Landlord's Covenants, Rights, Obligations and Permitted Uses.

(a) Ownership and Authority. Landlord represents and warrants that Landlord is the sole owner of the fee interest in and to the Premises and has the unrestricted right and authority to sign this Lease and to grant Tenant the rights granted in this Lease.

(b) Encumbrances. Landlord represents and warrants that, upon a reasonable search of its records, all unrecorded Permitted Encumbrances are disclosed on **Exhibit E.** Upon request of Tenant, Landlord will provide copies of any such unrecorded Permitted Encumbrances. Landlord represents and warrants that no Encumbrance will (a) interfere with the Project; nor, (b) materially obstruct the natural solar resource over and across the Premises or the Operations Easement. Landlord reserves the right to enter into new Encumbrances or renew, extend or amend existing Encumbrances, provided that in each case, such agreements will contain provisions (i) affirmatively acknowledging such third party's rights are subject and subordinate to Tenant's rights hereunder; and, (ii) that such third party agrees to the restrictions in subsections (a) and (b) of this paragraph 6(b). Upon request from Tenant, Landlord will use its best efforts to assist Tenant in obtaining an agreement from the third party holding an interest in the Encumbrance (such as a subordination and non-disturbance agreement, surface use agreement or other document reasonably requested by Tenant, including those that Tenant deems necessary to obtain title insurance, or finance or sell the Project).

(c) No Interference. Landlord will not interfere with, nor allow any other person or entity under Landlord's control or authority to interfere with, the free, unobstructed and natural solar resource over and across the Premises or take any action which could in any manner interfere in any way with Tenant's right to use the Premises as granted under this Lease, including without limitation by constructing buildings or other structures or walls, planting trees or engaging in any other activity on the Premises or within 200 feet of any adjacent property owned by Landlord. Landlord will not grant any right in or to the Premises or Landlord's adjacent land, nor will Landlord amend or extend any existing agreements, which interfere with the Solar Facilities or Tenant's rights under this Lease. Without the prior written consent of Tenant, Landlord will not construct or install (or allow or suffer to be constructed or installed) on the Premises, or on adjacent property owned by Landlord, any structures, towers, fences, poles, wires, or any other above-ground or below-ground improvements of any kind or character within the following setback areas: (i) SGDs and meteorological towers: 200 feet; (ii) Transmission Facilities: 100 feet from any exterior fencing; (iii) Substations and operations and maintenance buildings: 100 feet; and (iv) Roads: 50 feet. Tenant will have the right to prune back or remove any vegetation within these setback areas.

(d) Permitted Uses. Subject to the terms and conditions of this Lease, including Section 6(c), during the Development Term, Landlord retains the right to use, or to lease or license to third parties the use of, the Premises for any purposes, so long as such uses are in compliance with all Applicable Law. Any leases or easements entered into by Landlord for the Premises, the Access Easement area, or the Transmission Easement area after the Effective Date are and will be subordinate and subject to Tenant's rights hereunder and the agreements with the holders of such leases or easements will contain a paragraph referencing, as applicable, this Lease, the Access Easement, or the Transmission Easement, and acknowledging the same and any such lease or easement will be terminable upon 60 days prior written notice from Landlord. Landlord will provide copies of such leases and easements to Tenant following execution by the parties.

(e) Assignment, Transfer. Landlord will have the absolute right to assign or otherwise transfer its interest in and to this Lease and the Premises, which it intends to do in some form so that the Kerrville Public Utility Board, as owned by the City, is involved in the day-to-day review and management of this Lease; provided, however, Landlord will promptly notify Tenant in writing of the transfer. Landlord will provide written notice to Tenant of the name and address of the transferee, and Tenant will be entitled to conclusively rely upon the terms of said notice with regard to making payments or taking other action under this Lease following said transfer.

(f) Crossings. Subject to Landlord's approval, not to be unreasonably withheld, within 10 business days following Landlord's receipt of a written request from Tenant for same, Tenant may cross, move, bury, or relocate (including without limitation temporarily removing from service), at its sole cost and expense, any of Landlord's above-ground or underground improvements as may be reasonably necessary to build and operate the Project.

(g) Certificates. Landlord will, within 10 business days following Tenant's written request, provide executed documents including affidavits, estoppel certificates (certifying to such matters as may be reasonably requested), consents to assignment, Nondisturbance Agreements, lien waivers (from any party purporting to have a lien, security interest or other encumbrance on the Premises, confirming that it has no interest in the Project) and other documents as Tenant, may reasonably request from time to time for the Project. With respect to estoppel certificates, Tenant may conclusively rely upon any such certificate executed by Landlord. The failure of Landlord to deliver any such estoppel certificate within 10 business days after written request therefor will be conclusive evidence that (i) this Lease is in full force and effect and has not been modified; (ii) any amounts payable to Landlord hereunder have been paid through the date of such written request; (iii) there are no uncured Events of Default hereunder; and (iv) the other certifications requested by Tenant are, in fact, true and correct.

(h) Hazardous Materials. Landlord represents and warrants that based upon its knowledge (a) except for any incidental quantities customarily used for agricultural

purposes, no Hazardous Materials have been used on the Premises; (b) there are no abandoned wells, solid waste disposal sites or underground storage tanks located on the Premises; and (c) the Premises are not in violation of any Environmental Law nor subject to any judicial or administrative action, investigation or order under any Environmental Laws. Except as otherwise disclosed in writing to Tenant prior to the Effective Date, Landlord has not received any notice of any Hazardous Materials on the Premises or any notice of a violation of any Environmental Laws. Landlord will notify Tenant promptly upon becoming aware of any release of any Hazardous Materials on, under, about or near the Premises or of any other breach of the above Landlord warranty.

(i) Litigation. Landlord represents and warrants that there is no litigation pending, and, to the best of Landlord's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises. If Landlord learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Landlord will promptly deliver notice thereof to Tenant and provide Tenant with periodic updates of the status of said litigation, action, claim or proceeding that is ongoing.

7. Taxes.

(a) Real Estate Taxes. Tenant will pay before delinquency all real property taxes and assessments (collectively, "**Taxes**") attributable to the Solar Facilities.

(b) Other Taxes. Landlord will be solely responsible for any income, gross receipts or other taxes assessed on the Lease Payments received by Landlord. Each Party will be responsible for any ad valorem taxes on the personal property owned by that Party. Tenant will pay any transfer tax arising by reason of the execution of this Lease and/or the recordation of the Memorandum.

(c) Tax Contests. Landlord will submit to Tenant a copy of all notices and other correspondence Landlord receives from any taxing authorities regarding the Taxes within 30 days after Landlord receives same, but in no event later than 30 days prior to the date an objection to such Taxes must be filed. In the event that Landlord receives a notice or correspondence from any taxing authorities that requires a response within less than 30 days from the date of receipt of such notice or correspondence, Landlord will provide Tenant copies of such notice or correspondence within 3 business days of Landlord's receipt. Tenant may contest the value of such Taxes for which it is responsible under this Lease.

(d) Tax Credits. Landlord and Tenant agree that this Lease does not constitute and is not intended to constitute an "ownership interest" by Landlord in the Solar Facilities for purposes of Section 48 of the Internal Revenue Code, and Landlord has no ownership interest in any tax credit, benefit or incentive attributable to the Solar Facilities and their generation of electricity. If under Applicable Law Tenant becomes ineligible for any tax

credit, benefit or incentive for alternative energy expenditure or any tax abatement or value limitation agreement established by any local, state or federal government, or if any tax credits under Section 48 with respect to the Solar Facilities are allocable to Landlord, then at Tenant's option, Landlord and Tenant will amend this Lease or replace it with a different instrument so as to convert Tenant's interest in the Premises or the Solar Facilities to a substantially similar interest that makes Tenant eligible for such tax credit, benefit or incentive. If under Applicable Law Tenant becomes eligible for any tax credit, benefit or incentive for alternative energy expenditure or any tax abatement or value limitation agreement established by any local, state or federal government, the Parties will cooperate, as reasonably necessary, to obtain the tax credit, benefit, incentive or abatement.

8. **Permits and Governmental Agencies.** Tenant, at its sole expense, will obtain any and all governmental permits and approvals required for the Project. Tenant will have the right to contest, by appropriate legal proceedings, the validity or applicability of any Applicable Law, except any Applicable Law of Landlord. Landlord will reasonably assist and cooperate with Tenant (including, if and when necessary or required, signing applications and related documentation for governmental approvals) in applying for, complying with, or obtaining any governmental permits and approvals required for the Project, and Tenant will reimburse Landlord for all actual, reasonable and documented out-of-pocket expenses incurred by Landlord from such assistance and cooperation. Landlord will not oppose or object to, whether in the permitting or approval process or otherwise, Tenant's exercise of any of its permitted rights under this Lease.

9. **Indemnities**

(a) **Landlord's Indemnity.** To the extent permitted by Applicable Law, Landlord will indemnify and defend and hold harmless Tenant, from and against any losses, costs, damages, liabilities or expenses arising under this lease for (a) physical damages to real and personal property and for physical injuries to any person, to the extent caused directly by the negligence or intentional misconduct of Landlord or its agents, employees, guests, licensees and permittees on or about the Premises, (b) Landlord's breach of Section 6(h), and (c) Landlord's failure to pay its taxes as required under Section 7; provided however, the foregoing agreement Landlord to hold harmless, indemnify and defend will not apply to the extent caused by the negligence or willful misconduct of Tenant or its agents, employees, guests, licensees, or permittees. Where Landlord is required to defend Tenant, Landlord will not be permitted to effectuate a settlement without the prior written consent of Tenant, and Tenant may at any time choose to have its own defense. IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR LOSSES OF RENT, BUSINESS OPPORTUNITIES, PROFITS OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND.

10. **Insurance**

(a) **Insurance**. Prior to entering on the Premises, Tenant will obtain an insurance policy with commercial general liability insurance with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Tenant will also provide and maintain Umbrella and/or Excess Liability insurance providing with coverage limits of at least \$2,000,000. Tenant will provide Landlord with a minimum 30 day (10 days for non-payment of premium) notice of any cancellation or material change in coverage. Tenant will provide Landlord a certificate of insurance evidencing Tenant carries the insurance described in this Section 10. The insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated “B” or better by the A.M. Best Companies. All policies must be written on a “per occurrence basis” and not a “claims made” form.

11. **Assignment, Sale or Financing by Tenant.**

(a) **Leasehold Financing and Collateral Assignment**. Tenant may, from time to time, with Landlord’s written consent, which consent will not be unreasonably conditioned, delayed or withheld by Landlord, conditionally or unconditionally, hypothecate, mortgage, pledge, collaterally assign, or otherwise encumber and grant security interests for financing (each a “***Security Interest***”) in all or any part of Tenant’s right, title and interest in the Solar Facilities, the Project and/or under this Lease (the “***Tenant Rights***”) to a third party (each a “***Lender***”).

(b) **Assignments and Other Transfers**. Tenant and any purchaser, assignee, sublessee or transferee of the Tenant’s Rights, including without limitation any Lender that obtains any Tenant Rights (each, an “***Assignee***”) may, with Landlord’s written consent, such consent not to be unreasonably delayed or withheld, do any of the following, conditionally or unconditionally, in whole or in part to: (i) sell, convey, assign or transfer the Tenant Rights held by such party; and, (ii) apportion, grant co-leases, subleases, subleases, co-easements, separate easements, licenses or similar rights (however denominated) to one or more persons, consistent with the terms of this Lease (each an “***Assignment***”). Tenant will give notice of such Assignment (including the address of the Assignee thereof for notice purposes) to Landlord; provided, however, that failure to give such notice will not constitute a default under this Lease but rather will only have the effect of not binding Landlord with respect to such Assignment and not releasing the assignor from liability under this Lease pursuant to Section 11 (c) until such notice is given. Any transfer, sale, conveyance or assignment by Tenant of any interest in Tenant, or in Tenant’s parent or any Affiliate of Tenant, will not constitute an Assignment for purposes of this Lease but Tenant shall give written notice to Landlord of same.

(c) **Assignee Rights and Obligations; Assignor Release**. From and after such date of assumption, the Assignee will be liable to perform all Tenant obligations and will have the right to exercise all Tenant rights hereunder applicable to said transferred Tenant Rights. Except with respect to a sublease, Tenant and any subsequent assignor will be

automatically released from all obligations assumed by the Assignee from and after such date of assumption.

12. **Default and Remedies.** If either Party fails (i) to make any payments when due hereunder (each a “***Monetary Default***”) and such failure continues for a period of 30 days after such Party’s receipt of written notice of such failure from the non-defaulting Party; or, (ii) fails to perform any of such Party’s non-monetary obligations hereunder (each a “***Non-monetary Default***”) and such failure continues for a period of 30 days after such Party’s receipt of written notice from the non-defaulting Party specifying in detail such failure, or such longer period of time as may be necessary to cure the failure, provided that such defaulting Party commences to cure within such thirty-day period and thereafter diligently prosecutes the cure to completion, then the non-defaulting Party may exercise the remedies set forth below. Monetary and Non-monetary Defaults are collectively referred to herein as an “***Event of Default***.” Except as qualified by Section 13 regarding Lender protections, should an Event of Default not be cured within applicable cure periods, then the non-defaulting Party will have the right to exercise any and all remedies available to it at law or in equity, all of which will be cumulative, including the right to enforce this Lease by injunction, specific performance or other equitable relief; provided, however, notwithstanding the foregoing or anything else in this Lease to the contrary or any rights or remedies Landlord might have at law or in equity, if any of Tenant’s Solar Facilities are then located on the Premises and Tenant commits a Non-monetary Default that is not cured within the applicable cure period, Landlord will be limited to pursuing damages and Landlord may not commence any action to terminate or cancel this Lease.

13. **Protection of Lenders.**

(a) Tenant will give written notice to Landlord of each Lender stating the name and address of the Lender to whom such interest is granted; provided, however, that failure to give such notice will not constitute a breach hereunder or otherwise affect the validity of the Security Interest granted or the rights of such Lender under this Lease. Where Landlord receives notice from Tenant as to the name and address of a Lender, Landlord will deliver to each Lender a duplicate copy of any notice to Tenant of a breach hereunder at the same time such notice is delivered to Tenant. Each notified Lender will have the same time period as Tenant to cure any Event of Default plus in each instance (A) an additional 30 days for any Monetary Default, and (B) an additional 60 days for Non-monetary Default, in which to cure such Event of Default. Notwithstanding the above, if the Event of Default is a Non-monetary Default and cannot, in the exercise of commercially reasonable diligence, be cured within such additional 60 day period, then such Lender(s) will have such additional time to cure such Event of Default as may be reasonably necessary using commercially reasonable diligence. Any Non-monetary Default that cannot be cured by the Lender(s) will nevertheless be deemed to have been cured and remedied if (1) on or before 60 days following the expiration of Tenant’s cure period, any Lender(s) has acquired Tenant’s then-remaining right, title and interest in the Premises or has commenced foreclosure or other proceedings for such purposes and are diligently

prosecuting such proceedings to completion, (2) any such Lender(s) has fully cured, within such 60-day period, any Monetary Defaults and thereafter continue to perform all monetary obligations of Tenant under the Lease, and (3) after obtaining Tenant's then-remaining right, title and interest in the Premises, such Lender(s) commence performance of the Non-monetary obligations of Tenant and thereafter diligently pursue same to completion.

(b) Landlord will not, without the prior consent of each affected Lender for which Tenant has given Landlord notice as provided above: (A) amend or modify this Lease; or (B) accept from Tenant a cancellation, termination or release of this Lease or any rights granted herein.

(c) Every Lender will have the right (but not the obligation) to make any Lease Payment due under this Lease and/or to do any act or thing that Tenant has the right or obligation to do under this Lease. All payments and performance by any Lender will be as effective to prevent or cure an Event of Default as they would have been if made or done by Tenant, and Landlord agrees to accept such performance, payment and cure. Landlord authorizes any Lender (or its employees, agents, representatives or contractors), upon written notice to Landlord from such Lender, to enter upon any part of the Premises for purposes of completing such performance, with all rights and privileges granted to Tenant hereunder.

(d) If a Lender is prohibited by any process or injunction issued by a court having jurisdiction over any bankruptcy, reorganization, insolvency or other debtor-relief proceeding, from commencing or prosecuting foreclosure or other appropriate proceedings, then the times specified in Section 13 (a) for commencing or prosecuting such foreclosure or other proceedings will be extended for the period of such prohibition; provided, however, that such Lender (or another Lender) has fully cured any Monetary Default and will thereafter continue to perform such monetary obligations as and when due.

(e) The transfer of Tenant's interest under this Lease to any Lender and/or to one or more purchasers or tenants (A) at a foreclosure sale by judicial or nonjudicial foreclosure and sale, (B) by a conveyance by Tenant in lieu of foreclosure, or (C) by any other assignment or conveyance, including by a Lender following foreclosure and sale, or as a result of any other legal proceeding, will not require the consent of Landlord, and upon such foreclosure, sale, conveyance, assignment or other proceeding, Landlord will recognize such Lender or other purchaser(s) or tenant(s) as the successor to Tenant under this Lease; provided, however, subject to Section 13 (f), such Lender or purchaser or tenant will assume the obligations of Tenant under this Lease and pay all Lease Payments in arrears hereunder.

(f) Neither the bankruptcy nor insolvency of Tenant will be grounds for terminating this Lease as long as Lease Payments are paid by a Lender in accordance with the terms of this Lease. If the Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if this Lease is terminated for any reason other

than an Event of Default which could have been (but was not) cured by a Lender hereunder, and if, within 60 days after receiving written notice of such rejection or termination, any Lender so requests, then so long as such Lender has cured all Monetary Defaults and is making commercially reasonable efforts to cure all Non-monetary Defaults as provided herein, Landlord will execute and deliver to such Lender or its designee a new lease which will (A) be on the same terms and conditions as this Lease (except for any requirements fulfilled prior to rejection or termination of this Lease), (B) be for a term equal to the remaining Term before giving effect to such rejection or termination, (C) contain a lease of the Premises in which such Lender had an interest on the date of such rejection or termination, (D) require Lease Payments to Landlord; (E) enjoy the same priority as this Lease over any lien, encumbrance or other interest created by Landlord, and (F) be executed within 30 days after receipt by Landlord of written notice of Lender's election to enter into such new lease.

(g) No Lender will have any duty, obligation or liability under this Lease prior to the time of its entry into physical possession of the Premises or its commencement of performance of Tenant's obligations under this Lease or under a new lease entered into pursuant to Section 13 (f). If a Lender elects to perform Tenant's obligations or to enter into a new lease pursuant to Section 13 (f), then such Lender will not have any personal liability to Landlord for the performance of such obligations and the sole recourse of Landlord will be against Lender's interest in the Solar Facilities and this Lease. If a Lender assigns its interest in this Lease or in a new lease to any person or entity, then provided that such assignee assumes the obligations of Tenant (or such Lender, as applicable) under this Lease, such Lender will be released from further liability hereunder.

(h) Upon the reasonable request of any Lender, Landlord and Tenant will amend this Lease to include any provision reasonably requested by such Lender to implement the protective provisions contained in this Lease for the benefit of such Lender or to allow such Lender reasonable means to protect or preserve its lien or security interest upon the occurrence of an Event of Default; provided, however, that Landlord will not be required to amend this Lease in any way which would affect the Term of this Lease or the Lease Payments or otherwise materially and adversely affect Landlord's rights under this Lease.

(i) There will be no merger of the Lease, the Tenant Rights or any other interests or rights created herein, with the fee estate in the Premises by reason of the fact that the Lease, Tenant Rights and/or such other interests may be held, directly or indirectly, by or for the account of any person(s) who own such fee estate or an interest therein. No such merger will occur unless and until all persons then having an interest in the fee estate and all persons (including any Lenders) then having an interest in, to or under the Lease and/or Tenant Rights execute a written instrument effecting such merger and record same in the official public records of the County.

14. **Protection of Assignees.** If Tenant or an Assignee holds an interest in less than all of the Tenant Rights, Landlord acknowledges that Tenant's or such Assignee's

obligations under this Lease are limited to those Tenant Rights retained by Tenant or assumed by such Assignee, as applicable. With respect to any Event of Default under this Lease, if Tenant or the applicable Assignee, as the case may be, cures all of its respective obligations under this Lease which relate to such Event of Default to the extent and only to the extent attributable to that portion of the Tenant Rights in which Tenant or the Assignee, as the case may be, holds an interest, then such Event of Default will be deemed remedied with respect to such partial interest held by such Tenant or Assignee, and Landlord will not disturb such partial interest. If Tenant or an Assignee has committed an Event of Default beyond applicable notice and cure periods set forth herein), then subject to Lender protections in Section 13, Landlord may exercise its rights and remedies hereunder only with respect to the defaulting Tenant or Assignee and such defaulting party's interests in, to and under this Lease, but not otherwise. In no event will the exercise of Landlord's remedies, as provided above, modify, terminate or otherwise affect any non-defaulting party's rights, title, and interests under this Lease. Tenant and any Assignee will have the right, but not the obligation, at any time prior to the effective date of termination, to do any other act or thing required of Tenant or any Assignee that has committed an Event of Default hereunder, so as to prevent Landlord's exercise of any remedies hereunder. Landlord agrees to simultaneously notify Tenant and all Assignees which remain obligated under this Lease of any Event of Default by Tenant or any Assignee under the terms of this Lease, and to accept cure by Tenant or any such Assignee hereunder.

15. **Condemnation.** If, during the Term, any authority having the power of eminent domain condemns all or substantially all of the Premises, the Operations Easement, or the Solar Facilities for any public use or otherwise, then this Lease will automatically terminate upon the earliest of (i) the date of the condemnation judgment, (ii) the date that the condemning authority takes physical possession of the Premises, the Operations Easement, or the Solar Facilities (or substantial portion thereof), or (iii) Tenant providing written notice to Landlord terminating this Lease. Tenant will continue to pay all Lease Payments due hereunder until such termination, at which time Landlord and Tenant will be relieved of any and all further obligations and conditions to each other under this Lease except those that expressly survive termination. If, during the Term, any authority having the power of eminent domain condemns less than substantially all of the Premises, the Operations Easement, or Solar Facilities, then the interests and obligations of Tenant under this Lease as to such portion of the Solar Facilities, the Operations Easement, or Premises so condemned will cease and terminate upon the earliest of (i) the date of the condemnation judgment, (ii) the date that the condemning authority takes physical possession of what is being condemned, or (iii) Tenant providing written notice to Landlord terminating this Lease as to such portion, and, unless this Lease is terminated as hereinafter provided, this Lease will continue in full force and effect as to the portion of the Solar Facilities, the Operations Easement, and Premises not condemned and that can still be operated in a commercially reasonable manner. Upon such partial termination, the Lease Payments for the portion of the Premises not so taken will be adjusted by Tenant equitably, and Landlord and Tenant will execute an amendment of Lease to reflect such adjustment. If the portion of the Solar Facilities or Tenant's interest in the Premises or the

Operations Easement remaining following condemnation is or becomes insufficient or unsuitable for Tenant's purposes hereunder (as determined by Tenant), then Tenant may terminate this Lease by written notice to Landlord, at which time Landlord and Tenant will be relieved of any further obligations and duties to each other under this Lease except those that expressly survive termination. In the event of any condemnation under this Section 15, all sums, including damages and interest, awarded will be paid in the following order of priority: (i) an amount equal to the aggregate of any and all costs or losses that Tenant may sustain in the taking, removal and/or relocation of the Solar Facilities will be paid to Tenant; and (ii) all remaining amounts of the condemnation award will be paid to Landlord or Tenant consistent with their respective interests and Applicable Law, Landlord hereby disclaiming any right or interest in or to the Solar Facilities and any award therefor.

16. **Force Majeure**. If performance of this Lease or any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving written notice to the other Party, will be excused from such performance to the extent and for the duration of such prevention, restriction or interference. The affected Party will use its reasonable efforts to avoid or remove such causes of nonperformance and will continue performance as soon as such causes are removed. "***Force Majeure***" means: fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or similar violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a Party. NO EVENT OF FORCE MAJEURE WILL EXCUSE TENANT'S OBLIGATIONS TO MAKE PAYMENTS DUE HEREUNDER.

17. **Confidentiality**. As used herein "***Confidential Information***" means any proprietary and confidential information including without limitation, the financial and payment terms and conditions hereof; Tenant's site design and product design, methods of operation, methods of construction and power production of the Solar Facilities; any information provided to or obtained by Landlord in connection with any audit or review of Tenant's records authorized in this Lease; all studies, measurements, readings, data and any other information concerning or relating to the Project that Tenant provides to or that is otherwise obtained by Landlord, whether written or oral, tangible or intangible. The term "***Confidential Information***" will not include any information which (i) is in the public domain or can be proven to have been known to Landlord prior to disclosure by Tenant to Landlord; (ii) following disclosure, becomes generally known or available through no act or omission of Landlord; (iii) is independently developed by or on behalf of Landlord without any use of the Confidential Information; or (iv) is known, or becomes known, to Landlord from a source other than Tenant or its representatives, provided that disclosure by such source is not in breach of an obligation of confidentiality to Tenant. Unless required by applicable law, including the Texas Public Information Act (Tx. Gov't Code, Ch. 552), Landlord will not disclose Confidential Information to any third party without Tenant's prior written consent except, upon prior written notice to Tenant, Landlord may provide copies of this Lease (but not any other Confidential Information) to Landlord's

attorneys, accountants, financial advisors, agents employees and any existing or prospective mortgagee, lessee, or purchaser (each a “**Related Person**”), as necessary to fulfill Landlord’s obligations hereunder or under its agreements or obligations to such parties. The provisions of this Section 16 will survive the expiration or earlier termination of this Lease.

18. **Notices.** All notices, requests, approvals, and other communications provided for or otherwise contemplated pursuant to this Lease must be in writing and will be sent only by the following methods: personal delivery; United States Mail (first-class, certified, return-receipt requested, postage prepaid); or delivery by a national or regional overnight courier service which keeps records of deliveries (such as, by way of example but not limitation, Federal Express and United Parcel Service); or facsimile or electronic mail. For purposes of giving notice hereunder, the respective addresses of the Parties are, until changed as hereinafter provided, the following:

Landlord:

City of Kerrville
City Manager
City Hall
701 Main
Kerrville, TX 78028

Tenant:

KPUB Community Solar, LLC
11101 W 120th Ave #400
Broomfield, CO 80021
Attn: Conor Goodson, Development Manager

with copy to:

KPUB Community Solar, LLC
11101 W. 120th Ave., Suite 400
Broomfield, Colorado 80021
Attn: General Counsel

Any Party may change its address at any time by giving written notice of such change to the other Party in the manner provided herein. All notices will be deemed given (i) on the date of personal delivery or, (ii) if mailed by certified mail or registered mail or overnight courier, on the delivery date or attempted delivery date shown via the tracking code, or (iii) on the date of sending by e-mail (if an e-mail address has been provided) as confirmed by a read receipt or other confirmation of receipt from the addressee that the e-mail was received.

19. **Memorandum of Lease; Recording of Interests.** Neither Landlord nor Tenant will record this Lease. Landlord and Tenant will execute a memorandum of this Lease (the “**Memorandum**”), in the form attached hereto as Exhibit “F.” and following the Effective Date Tenant may record such Memorandum in the official public records of the County. Landlord consents to the recordation of the interest of any Lender or Assignee. With respect to any extension of the Term of this Lease pursuant to Section 2, Landlord

and Tenant will, within 10 days following Tenant's written request, execute an amendment of the Memorandum evidencing such extension or modification of this Lease, as applicable, in form and substance satisfactory to Tenant, and Tenant may thereafter record such amendment in the official public records of the County.

20. **Miscellaneous.**

(a) **Quiet Enjoyment.** As long as Tenant observes the terms and conditions of this Lease and does not breach and fail to cure any Event of Default within applicable cure periods, it will peaceably hold and enjoy the rights of Tenant hereunder and any and all other rights granted by this Lease for the entire Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming rights superior to Tenant's rights hereunder. No act or failure to act on the part of Tenant will be deemed to constitute an abandonment or surrender of this Lease or any other right, easement or interest granted herein, except upon recordation by Tenant of a written instrument terminating this Lease and/or Tenant's rights or interests hereunder.

(b) **Successors and Assigns.** This Lease and the easements granted herein will burden and run with title to the Premises, and will inure to the benefit of and be binding upon Landlord and Tenant, and their respective heirs, successors and assigns. Nothing set forth in this Lease will be deemed to limit or abridge Landlord's right to sell, transfer or otherwise convey all or any portion of the Premises; provided that any such transfer will be wholly subject to Tenant's rights pursuant to this Lease.

(c) **Entire Agreement; Amendments.** This Lease and the attached exhibits constitute the entire agreement between Landlord and Tenant respecting its subject matter, and replace and supersede any prior agreements. This Lease will not be modified or amended except in a writing signed by both Parties or their lawful successors in interest.

(d) **Legal Expenses.** If either Party brings any action or proceeding against the other (including any cross-complaint, counterclaim or third party claim) to enforce or interpret this Lease, or otherwise arising out of this Lease, the Prevailing Party in such action or proceeding will be entitled to recover its costs and expenses of suit (including, without limitation, reasonable attorneys' fees, accountants' fees, consulting fees, court costs and other legal expenses), and such amounts will be payable whether or not such action or proceeding is prosecuted to judgment. For purposes hereof, the term "***Prevailing Party***" includes a Party who dismisses an action for recovery in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

(e) **Partial Invalidity.** If any provision of this Lease is determined, in a final and unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the remaining provisions hereof will remain in full force and effect, unimpaired by the determination.

(f) Construction and Interpretation. The headings of the sections of this Lease are for convenience only and will have no effect upon the construction or interpretation of any provision. Unless the context requires otherwise, references in this Lease to sections, subsections or exhibits refer to the specified sections, subsections and exhibits of this Lease. The word “***including***” will be construed in its inclusive sense, and not in limitation, whether or not language of non-limitation (such as “without limitation”) is used with reference thereto. References to a “***month***” or “***months***” refer to whole or partial calendar months during the Term. All provisions of this Lease have been negotiated by Landlord and Tenant at arms’ length. This Lease will not be construed for or against either Party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective Parties as Landlord or Tenant hereunder.

(g) No Partnership. Nothing contained in this Lease will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between Landlord and Tenant, other than the relationship of landlord and tenant.

(h) Governing Law and Venue. This Lease will be construed and enforced in accordance with the laws of the State in which the Premises are located. Exclusive venue for any action will be within Kerr County, Texas.

(i) No Third Party Beneficiary. Except for the rights of Lenders hereunder or as otherwise specified in this Lease, the terms and provisions of this Lease are intended solely for the benefit of each Party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

(j) Further Assurances. The Parties will execute such other documents and will take such actions as are reasonably necessary or required to effectuate the purposes of this Lease.

(k) Counterparts. This Lease may be executed in one or more counterparts, each of which will be deemed an original instrument, and all of which, when taken together, will constitute this Lease. Facsimile transmission or electronic mail transmission of any signed original document and/or retransmission of any signed facsimile or electronic mail transmission will be the same as delivery of an original. At the request of either Party, the Parties will confirm facsimile or electronic mail transmission by signing a duplicate original document.

(l) Exhibits. Exhibits attached to and made a part of this Lease are as follows:

Exhibit A	Legal Description of Property
Exhibit A-1	Legal Description of the Premises
Exhibit B-1	Form of Access Easement
Exhibit C	Lease Payments

- Exhibit C-1 Payment Amounts
- Exhibit D Site Specific Provisions
- Exhibit E Unrecorded Permitted Encumbrances
- Exhibit F Form of Memorandum of Lease

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the dates set forth above, to be effective as of the Effective Date.

LANDLORD:

CITY OF KERRVILLE, TEXAS

Mark McDaniel, City Manager

TENANT:

KPUB COMMUNITY SOLAR, LLC
a Delaware limited liability company

By: _____
Thomas Duckett, President

EXHIBIT A TO SOLAR ENERGY GROUND LEASE

LEGAL DESCRIPTION OF PROPERTY

Approximately 171 acres located in Kerr County, TX known in the records of Kerr County, TX as Parcel #17292 as further described in the map below:



EXHIBIT A-1 TO SOLAR ENERGY GROUND LEASE

LEGAL DESCRIPTION OF PREMISES

Approximately 11 acres located in Kerr County, TX known in the records of Kerr County, TX as Parcel #17292 as further described in the map below:

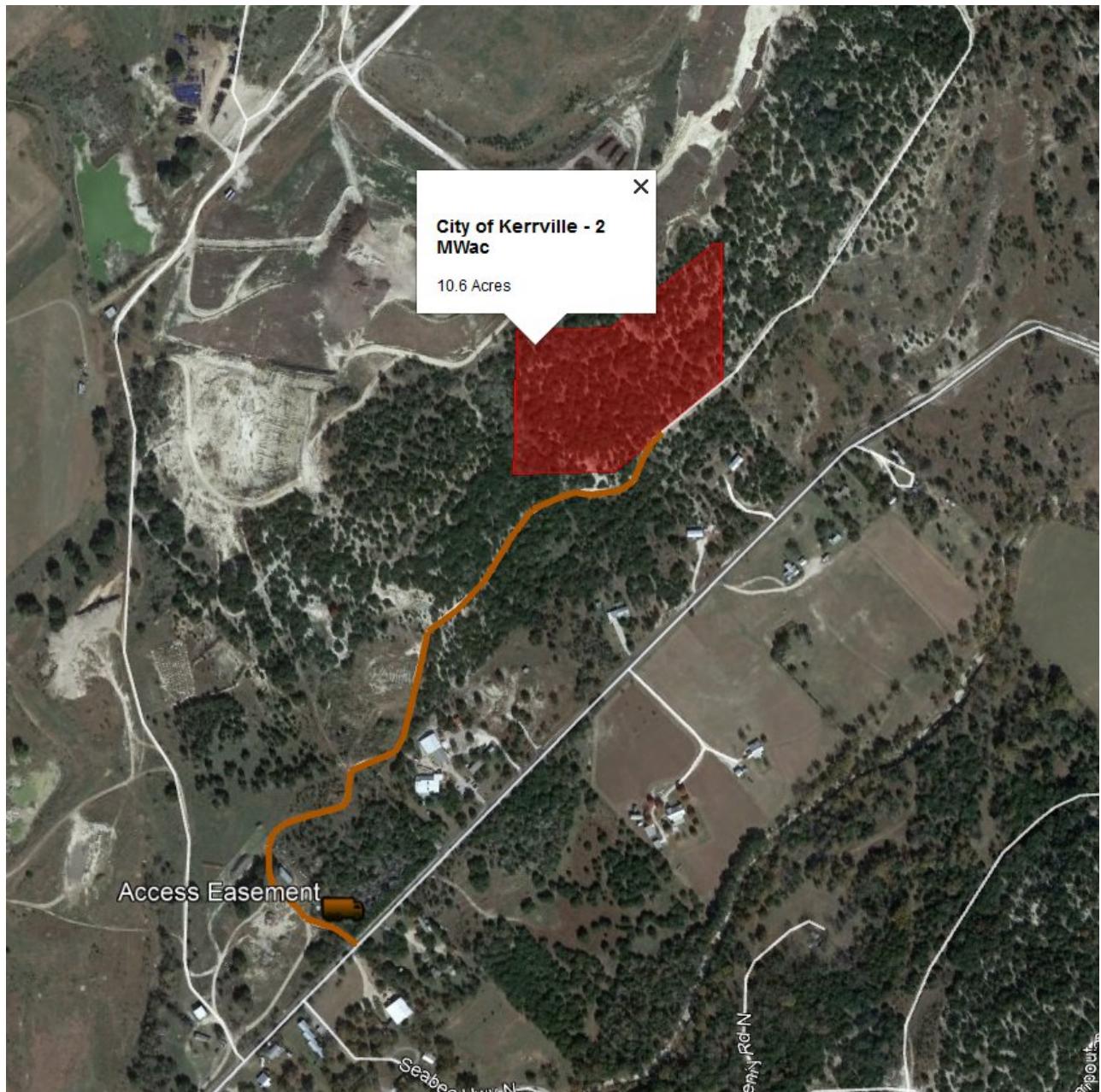


EXHIBIT B-1 TO SOLAR ENERGY GROUND LEASE

FORM OF ACCESS EASEMENT

ACCESS EASEMENT AGREEMENT

GRANTOR: _____

GRANTEE: _____

PROPERTY LEGAL DESCRIPTION: See Exhibit A hereto

THIS ACCESS EASEMENT AGREEMENT (“**Agreement**”) is made, dated and effective as of _____, 2018 (“**Effective Date**”), between _____ (“**Grantor**”) and _____, a Delaware limited liability company (“**Grantee**”). In consideration of receipt of good and valuable consideration, Grantor and Grantee agree as follows:

1. **Property.** The Access Easement described herein is and shall be on, along, over, under, and across certain real property of Grantor generally described as approximately _____ acres of land located in _____ County (“**County**”), State of _____ and being more fully described in Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).
2. **Grant of Access Easement.** Grantor hereby grants to Grantee a non-exclusive access easement (“**Access Easement**”) forty (40) feet in width on, over and across that portion of the Property described in Exhibit B hereto and by means of roads and lanes thereon if existing, or otherwise by such routes as Grantee may construct on the Property from time to time (collectively, “**Roads**”). The Access Easement shall be non-exclusive only insomuch as Grantor shall retain the right to use existing Roads and shall be granted the right to use Roads constructed by Grantee. Grantee may repair, replace, upgrade and maintain the Roads installed by the Grantee. At no time shall Grantor cause any improvement to be made to or installed in, under, or upon any part of the Access Easement that would interfere with the rights granted to Grantee herein. Grantee shall have the right to keep the Access Easement free from any obstructions, hazards or other impediments which may unreasonably interfere with or preclude the use and exercise of the easement and rights provided for herein.
3. **Decommissioning.** Grantor and Grantee have executed that certain Solar Energy Ground Lease, dated as of _____, 2018 (“**Lease**”). The term of the Access Agreement shall continue until the expiration of the Lease, unless terminated by Grantee by written notice to Grantor, and shall not be terminable by Grantor under any circumstances (“**Term**”). Prior to the expiration of the Decommissioning Term (as defined in the Lease), Grantee will be obligated to perform decommissioning tasks required under the Lease for any Roads installed by Grantee.

4. Assignment. Grantee (and any Assignees) shall have the right, with Grantor's consent, to assign outright or for security purposes, or convey all or any portion of the Access Easement to one or more Assignees on an exclusive basis. The Access Easement shall bind and run with the Property and inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, transferees, successors and assigns, and all persons claiming under them. As used herein, "**Assignee**" shall mean any purchaser, assignee, sublessee or transferee of all or any portion of Grantee's rights, title, and/or interest in, to and under this Agreement.

5. Consideration. As consideration for the easements and rights granted hereunder, Grantee shall pay to Grantor a fee of **Ten Dollars (\$10.0)** within thirty (30) business days of the date of the mutual execution hereof.

6. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, and shall become effective only upon: (i) if by personal delivery, actual receipt by the party to whom it is given at addresses indicated below as confirmed by the courier or delivery service, or (ii) if by first class registered or certified mail, postage prepaid, return receipt requested, three (3) business days after the date that it was mailed to the individuals at addresses indicated below.

(i) To Grantor: City of Kerrville, Texas
City Hall, 701 Main Street
Kerrville, Texas 78028

(ii) To Grantee: KPUB Community Solar, LLC
11101 W. 120th Ave., Suite 400
Broomfield, Colorado 80021
Attn: General Counsel

Any party may change its address at any time by giving written notice of such change to the other Party in the manner provided herein.

7. Applicable Law. This agreement shall be construed and enforced in accordance with the laws of the State of Texas.

8. Covenants Running with the Land. The parties agree that the benefit to this Agreement shall inure to Grantee and its successors and assigns and shall burden the Property until this Agreement is terminated by its own terms, or by Grantor and Grantee in a writing recorded in the Official Records of the County.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date:

[Signatures and Acknowledgements on Following Pages]

GRANTOR:

[City of Kerrville Entity]

By: _____

Name: _____

Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of
_____, 2018, by _____ as _____ of and on behalf
of _____.

Notary Public, State of _____

Printed Name of Notary

GRANTEE:

KPUB COMMUNITY SOLAR, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of
_____, 2018, by _____ as _____ of and on behalf
of _____.

Notary Public, State of _____

Printed Name of Notary

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[insert from lease]

SURVEY MAP OF PROPERTY

[insert from lease]

EXHIBIT B

LEGAL DESCRIPTION OF ACCESS EASEMENT

[insert once route finalized]

SURVEY MAP OF ACCESS EASEMENT

[insert once route finalized]

EXHIBIT C TO SOLAR ENERGY GROUND LEASE

LEASE PAYMENTS

Tenant will pay to Landlord the amounts set forth below and on **Exhibit “C-1”** attached hereto and made a part of the Lease (collectively, the “**Lease Payments**”), as rent and consideration for the Lease. All Lease Payments will be made when and if due hereunder. Capitalized terms used in this **Exhibit “C”** and not otherwise defined will have the meanings set forth in the Lease.

1. Rent and Extension Fees During Development Term.

(a) **Development Term Rent.** During the Development Term, Tenant will pay to Landlord the amount set forth in the table in **paragraph 1 of Exhibit “C-1”** (the “**Development Term Rent**”). Development Term Rent will be paid annually, with the first such payment being due within 30 days after the Effective Date, and the second and subsequent annual payments being due within 30 days after each successive anniversary of the Effective Date during the Development Term. There will be no reimbursement, pro-rata or in full, of the Development Term Rent if this Lease is terminated subject to Section 2(d).

2. **Rent During Operations Term.** During the Operations Term, Tenant will pay Landlord the amount set forth in the table in **paragraph 2 of Exhibit “C-1”** (the “**Operations Term Rent**”). Operations Term Rent will be paid annually, with the first such payment being due within 30 days after the Operations Commencement Date, and the second and subsequent annual payments being due within 30 days after each successive anniversary of the Operations Commencement Date during the Operations Term.

3. **Rent During Decommissioning Term.** During the Decommissioning Term, Tenant will pay to Landlord the amount set forth in the table in **paragraph 3 of Exhibit “C-1”** (the “**Decommissioning Term Rent**”). Decommissioning Term Rent will be paid annually, with the first such payment being due within 30 days after the expiration of the Operations Term, and the second and subsequent annual payments being due within 30 days after each successive anniversary of the Effective Date during the Decommissioning Term.

EXHIBIT C-1 TO SOLAR ENERGY GROUND LEASE

PAYMENT AMOUNTS

1. **Development Term Rent:**

Development Term Years	Development Term Rent
1 - 3	\$1,000 per year

2. **Operations Term Rent:**

Operation Term Years	Annual Rent
1 – 20	\$1,379.21 per acre per year, escalating at 1.75% annually

3. **Decommissioning Term Rent:** \$1,000 per year

EXHIBIT D TO SOLAR ENERGY GROUND LEASE

SITE-SPECIFIC PROVISIONS

1. Tenant will maintain the Solar Facilities and all improvements related thereto. Tenant will use commercially reasonable efforts to keep the Premises clean at all times, and will remove all refuse, litter and debris created by Tenant and its invitees, licensees, agents and contractors from the Premises.

2. Tenant and its contractors, subcontractors, agents, employees and consultants will pursue and execute Construction Activities in a safe and professional manner.

EXHIBIT E TO SOLAR ENERGY GROUND LEASE

UNRECORDED ENCUMBRANCES

Please indicate whether any of the following affect the Premises.

Unrecorded Oil and Gas Lease(s): Yes No

If yes, identify lessee(s): _____.

Unrecorded Pipeline Easement(s): Yes No

If yes, identify easement holder(s) _____.

Unrecorded Electric Line Easement(s): Yes No

If yes, identify easement holder(s) _____.

Unrecorded Private or Public Access Easement(s): Yes No

Unrecorded Hunting Lease(s): Yes No

If yes, please provide a copy of the lease and all amendments.

Unrecorded Grazing Lease(s): Yes No

If yes, please provide a copy of the lease and all amendments.

CRP Acreage: Is any portion of the Premises under contract with or included in the Conservation Reserve Program (CRP)? Yes No

If yes, please provide a copy of the contract and all amendments.

Other encumbrances or third party rights not reflected in County real property records:
Yes No *If yes, please list below.*

EXHIBIT F TO SOLAR ENERGY GROUND LEASE

MEMORANDUM OF SOLAR ENERGY GROUND LEASE

AFTER RECORDING RETURN TO:

KPUB Community Solar, LLC
11101 W 120th Ave #400
Broomfield, CO 80021
Attn: Conor Goodson, Development Manager

(Space Above for Recorder's Use Only)

THIS MEMORANDUM OF SOLAR ENERGY GROUND LEASE (“*Memorandum*”) is made and entered into as of _____, 2018, by and between City of Kerrville (“*Landlord*”) and KPUB Community Solar, LLC, a Delaware limited liability company (“*Tenant*”).

1. **Lease**. For the term and upon the provisions set forth in that Solar Energy Ground Lease of even date herewith between Landlord and Tenant (the “*Lease*”), all of which provisions are specifically made a part hereof as though fully and completely set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property (the “*Premises*”) located in the County of Kerr, State of Texas, as more particularly described in Exhibit “A” attached hereto, together with all rights of ingress and egress and all other rights appurtenant to the Premises, as more particularly described in the Lease.

2. **Easements**. The Lease also includes the grant of a non-exclusive right and easement on, over, across and under the Premises and any adjacent property owned by Landlord for audio, visual, light interference, and a non-exclusive right and easement on, over, across and under that portion of the Premises and any adjacent property owned by Landlord, within 200 feet of any Solar Facilities, for electromagnetic, electrical, and radio interference. Such easements are easements for the benefit of Tenant.

3. **Setbacks**. Setbacks include: (i) SGDs and meteorological towers: 200 feet; (ii) Transmission Facilities: 100 feet from any exterior fencing; (iii) Substations and operations and maintenance buildings: 100 feet; and (iv) Roads: 50 feet. Tenant will have the right to prune back or remove any vegetation within these setback areas.

4. **Term**. The Development Term of the Lease is three (3) years, commencing on _____. After the Development Term and subject to certain conditions, the Lease may be extended for an additional term of twenty (20) years. If

Tenant installs Solar Facilities on the Premises, there will also be an additional term, commencing upon the expiration of the Operations Term and continuing through that date that is twelve (12) months thereafter, within which Tenant will complete its decommissioning obligations set forth in the Lease.

5. **No Title to Solar Facilities.** Tenant at all times during the Term retains title to the Solar Facilities and Landlord has no ownership or other interest in any Solar Facilities installed on the Premises. Landlord does not now have nor can Landlord grant any lien thereon or other interest in the Solar Facilities.

6. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease. This Memorandum will continue to constitute notice of the Lease, even if the Lease is subsequently amended.

7. **Successors and Assigns.** Landlord and Tenant intend that the covenants, conditions and restrictions contained in the Lease will be both personal to Landlord and Tenant and binding on their successors and assigns. Each successive owner of the Premises or of any portion thereof, and each person having any interest therein derived through any owner thereof, will be bound by such covenants, conditions and restrictions for the benefit of the Premises.

8. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which will be an original instrument, but all of which, when taken together, will constitute one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the date first written above.

LANDLORD:

CITY OF KERRVILLE, TEXAS

Mark McDaniel, City Manager

TENANT:

KPUB Community Solar, LLC
a Delaware limited liability company

By: _____

Name: Tom Duckett

Title: President

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2018,
by _____, as _____ of [City of Kerrville Entity].

(SEAL)

My Commission Expires: _____

Notary Public, State _____
Printed Name of Notary: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
2017, by Tom Duckett as President of and on behalf of KPUB Community Solar, LLC, a
Delaware limited liability company.

[SEAL]

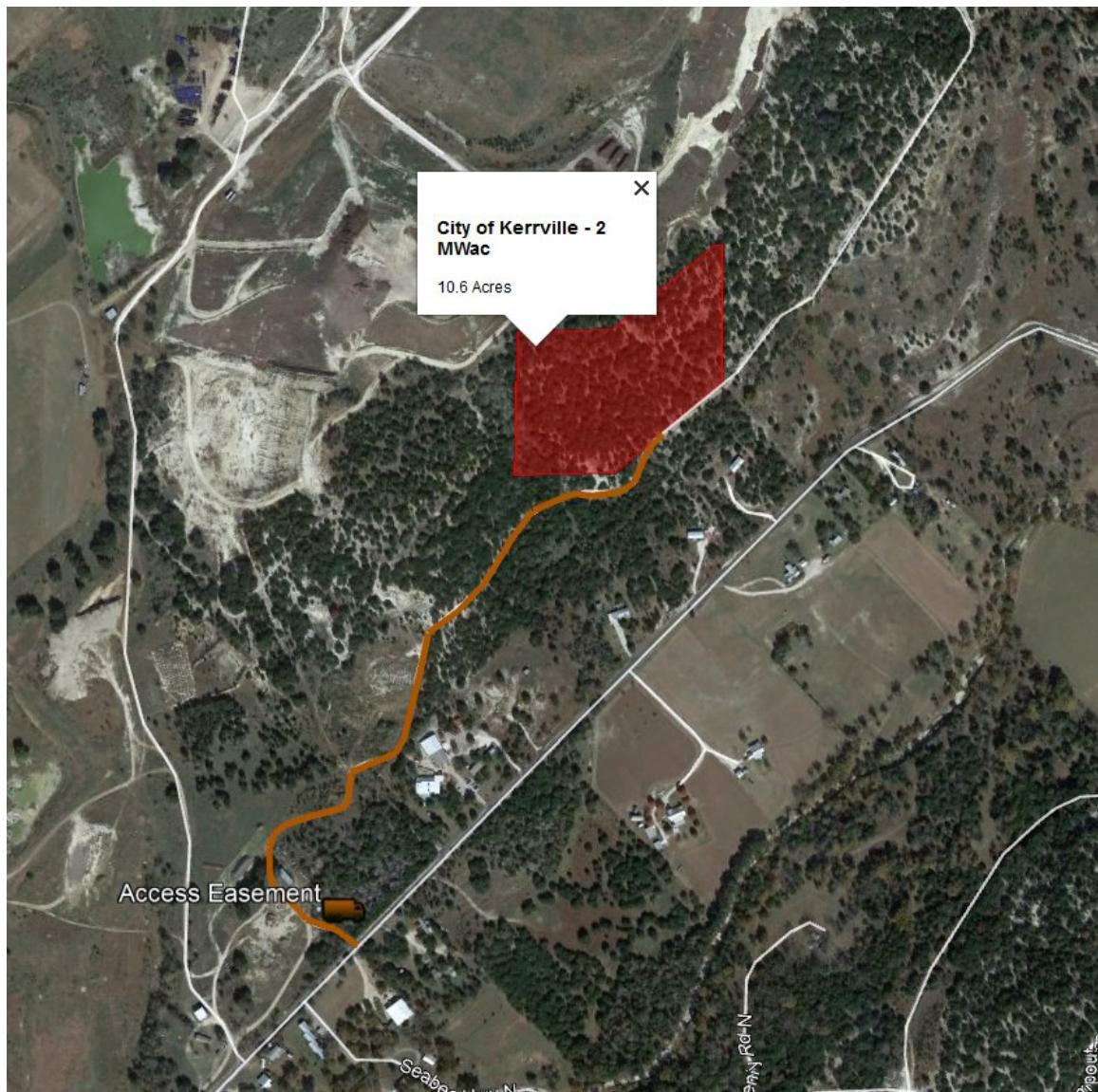
My Commission Expires: _____

Notary Public, State _____
Printed Name of Notary: _____

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

Approximately 11 acres located in Kerr County, TX known in the records of Kerr County, TX as Parcel #17292 as further described in the map below:



MEMORANDUM

To: Mayor Bill Blackburn and Councilmembers

From: Mike Wittler, KPUB General Manager

Date: August 9, 2018

Re: KPUB Community Solar Project Update

Provided below is the history to date of KPUB's plan and efforts regarding the proposed lease to RES Americas of approximately eleven acres at the landfill site for the installation of a solar generating project. I wanted to provide this background information to assist you in your consideration of the proposal, as well as to keep you apprised of the work KPUB is doing in the community. If you require additional information to aid in your deliberation, please let me know.

KPUB Solar Project Effort to Date:

KPUB has identified four potential sites to install solar systems and selected a developer to install, operate and own solar systems on those sites. The selection of sites included a public outreach campaign in the Spring of 2017. Based on site selection results, we issued a Request for Proposal (RFP) to solar developers to price systems at preselected sites in our service area last year. We have finalized the power purchase agreements with our selected developer, RES Americas, and are planning to break ground on the first system at Mo-Ranch this month. All solar systems will be operational in 2019.

These systems will generate power and feed directly into KPUB's distribution system to serve KPUB customers. Ideally, installed systems would be capable of producing one Megawatt (MW) of energy at peak, which is enough energy to power approximately 150 homes year-round. A one MW solar system will cover approximately 5-7 acres.

As an extension of the efforts to install solar systems in its service area, KPUB is leading a team of community partners (Kerrville Area Solar Partners) to expand access to solar energy for non-profits and low to moderate-income (LMI) households. In early 2017, the Kerrville Area Solar Partners submitted an application to compete in the Solar in Your Community Challenge sponsored by the Department of Energy. The team's goal for the Challenge is to install systems dedicated to serving non-profit entities and LMI households with each of these groups receiving about half of the energy output. We have been accepted into the Challenge and have a competitive entry.

Our partners in these efforts include:

- KPUB
- Mo-Ranch

- Schreiner University
- The City of Kerrville
- Property Managers of LMI Housing
- RES Americas (Solar Developer)

The project structure involves:

- The leasing of property from a hosting customer/non-profit for the solar site (20-year term with 5 year extension options).
- Contracting with a solar developer to install, operate, and own systems on the site with KPUB purchasing all output of the system from the developer.
 - The solar developer forms a subsidiary to install and operate the system.
 - The solar developer has a financing partner that owns the system to take advantage of federal tax credits and lower the cost of energy from the system.
- Using the first 49% of system output to serve the hosting customer/non-profit (up to 25% of the customer's annual usage). Any excess output from the first 49% may be made available to other non-profits.
- Using the remaining 51% of system output to serve LMI households through a new KPUB LMI Rate class.

Benefits to Partners:

- KPUB
 - The solar project will help to reduce KPUB's peak summer demands and avoid peak wholesale power supply expenses. These benefits would be passed on to all KPUB customers. The initial annual reduction in transmission costs for the KPUB system is estimated at \$208,000.
- Hosting Partner
 - The rate for the energy received from the system would be at a competitive flat cost for the life of the project.
 - Participation can help meet sustainability and educational outreach goals.
 - The lease of property will provide a revenue stream.
 - There are no up-front capital costs.
- LMI Households/Property Managers
 - The LMI Rate would provide the household's first 500 kWh of energy at a low price based on the solar system cost.

Savings Estimate for the City:

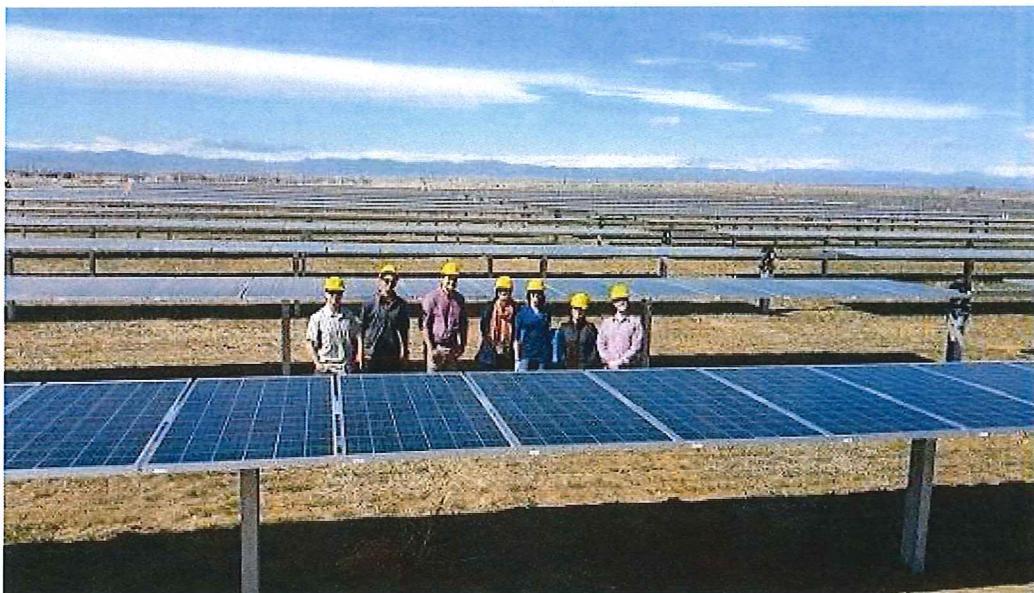
KPUB's commercial rate class has a tiered structure with the first 2500 kWh charged at a higher rate. The output from the system will be used to offset that tier for the City. Overall, the City uses about 11,000,000 kWh annually and approximately 2,020,000 kWh are on the highest tier of KPUB's commercial rates. A table summarizing the savings estimate is below.

	2 MW System
Size	10.6 acres
Annual Solar Production (kWh)	4,716,000
Solar Offtake Available (kWh)	2,311,000
Offtake Usable for Cost Reduction (kWh)	2,020,000
Estimated Annual Solar Savings	\$ 30,714.10
% of Annual Bill	3.1%
Lease Revenue	\$ 14,619.60
% of Annual Bill	1.5%
Total Savings	4.5%

More Information:

- Solar in Your Community Challenge Website:
<http://www.solarinyourcommunity.org/>
- KPUB Challenge Application Video: <https://youtu.be/kG3PoKs5uMY>

Pictures of typical ground mounted systems are shown below:





Please contact me should you have any additional questions or would like additional information.

Thanks,

A handwritten signature in black ink, appearing to read "Mike Wittler". The signature is fluid and cursive, with a large, stylized 'M' at the beginning.

Mike Wittler



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

SUBJECT: Consideration of the Fiscal Year 2019 (FY2019) budget for the City of Kerrville, Texas Economic Improvement Corporation

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/8/2018

SUBMITTED BY: E.A. Hoppe
Deputy City Manager

EXHIBITS: FY2019 EIC Budget

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:

This Economic Improvement Corporation (EIC) budget allocates \$3,482,686 for FY2019.

Revenue projections for FY2019 are \$3,514,052. The FY2018 Economic Improvement Corporation budget is projected to end the year with an unrestricted cash balance of \$1,161,994. FY19 net revenues are projected to exceed net expenditures by \$31,365.

The FY2019 budget allocates expenditures for Administrative, Category 1 – Business Development, Category II – Quality of Life, and Category III – Public Infrastructure categories. The following allocations have tentatively been drafted for Council's review:

Administrative = \$370,500

- Includes a contribution to the Kerrville Economic Development Corporation at \$140,000 (TBD determined based off of new service contract).
- Administrative Services Fees to the City of \$180,000. There are two key components to the request for enhanced funding. Finance has run an analysis of staff time spent for EIC support (Finance/Budget/Audit, Engineering/Project Management, City Attorney, City Administration, etc.) and \$180,000 is much closer to cost recovery (although still not full cost recovery). This amount has also not been adjusted since 2012 (\$75K to \$100K). In addition, staff is proposing to add an additional staff support position to City operations (General Fund) that will be assisting the City/EIC

with general economic development efforts, as well as business related activities for Downtown/Main Street, and workforce housing initiatives. Staff anticipates that approximately 40% of that position's efforts will be allocated to EIC support, therefore, this has also been added to the Administrative support funding request.

- Also includes a one-time transfer of \$50,000 to a new Administrative set-aside fund, should the EIC desire to fund some type of economic development related consultant study, or need outside professional consultation beyond that outlined in the City or KEDC Administrative contracts.

Category I – Business Development = \$500,000

- Consists of an economic development set-aside of \$500,000;
- Annual unexpended allocations for economic development set-aside are swept into a fund balance for economic development purposes; the ED set-aside is projected to be at \$2,000,000 at the end of FY2018.

Category II – Quality of Life = \$1,362,186

- Includes debt service payments for the River Trail and Athletic Complex projects.
- Includes a new Quality of Life set-aside line item set at \$250,000.
- This new category of set-aside, if unspent, would be swept into a fund balance for future quality of life project requests.

Category III – Public Infrastructure = \$1,250,000

- Includes a \$250,000 allocation for Workforce Housing; the capital project fund for this sub-category is projected to be at \$850,000 at the end of FY 2018.
- Provides for an initial allocation of \$1,000,000 for the Legion Lift station project (the City Council and EIC have a Funding Agreement for \$2.0 million to fund the wastewater expansion project).

The EIC budget is included as a Component Unit Fund in the City's overall annual budget. The EIC approved their FY2019 Budget on July 15th.

RECOMMENDED ACTION:

Consider and approve the FY 2019 budget for the Kerrville Economic Improvement Corporation.

**City of Kerrville
Economic Improvement Corporation
Proposed FY2019 Budget**

	FY 2017 Actual	FY18 Estimated	FY19 Proposed	FY20 Projected	FY21 Projected	FY22 Projected	FY23 Projected
BEGINNING CASH BALANCE	\$3,789,843	\$2,272,941	\$1,161,994	\$1,193,359	\$1,329,326	\$2,441,141	\$3,621,140
REVENUES:							
Sales and Use Tax	3,348,871	3,376,206	3,469,052	3,538,433	3,609,201	3,681,385	3,755,013
Interest	28,043	62,000	45,000	45,000	45,000	45,000	45,000
Miscellaneous	1,000	-	-	-	-	-	-
Fox Tank Reimbursement	-	10,000	-	-	-	-	-
TOTAL REVENUE	3,377,914	3,448,206	3,514,052	3,583,433	3,654,201	3,726,385	3,800,013
EXPENDITURES:							
Administrative							
Supplies and Miscellaneous	80	500	500	500	500	500	500
KEDC	180,000	140,000	140,000	TBD	TBD	TBD	TBD
Administrative Services Fee	100,000	100,000	180,000	180,000	180,000	180,000	180,000
Administrative Set Aside	-	-	50,000	-	-	-	-
Total Administrative	280,080	240,500	370,500	180,500	180,500	180,500	180,500
Category I - Business Development							
Economic Development Set Aside	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Total Category I	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Category II - Quality of Life							
Tennis Center	750,000	750,000	-	-	-	-	-
Olympic Pool	-	-	-	-	-	-	-
Downtown Streetscape Enhancements	250,000	200,000	-	-	-	-	-
Debt Service - Series 2011A (River Trail)	258,456	259,890	258,506	259,756	260,906	257,006	260,390
Debt Service - Series 2012 (River Trail)	252,863	253,413	250,330	251,630	247,830	254,030	249,030
Debt Service - Series 2015 (KSC)	603,416	605,350	603,350	605,580	603,150	604,850	602,825
Quality of Life Set Aside	-	-	250,000	400,000	500,000	500,000	500,000
Total Category II	2,114,735	2,068,653	1,362,186	1,516,966	1,611,886	1,615,886	1,612,245
Category III - Public Infrastructure							
Housing	500,000	250,000	250,000	250,000	250,000	250,000	250,000
Reuse Distribution Lines	1,500,000	1,500,000	-	-	-	-	-
Legion Lift Station	-	-	1,000,000	1,000,000	-	-	-
Total Category III	2,000,000	1,750,000	1,250,000	1,250,000	250,000	250,000	250,000
TOTAL EXPENDITURES	4,894,815	4,559,153	3,482,686	3,447,466	2,542,386	2,546,386	2,542,745
NET REVENUES TO EXPENDITURES	(1,516,901)	(1,110,947)	31,365	135,966	1,111,815	1,179,999	1,257,268
ENDING CASH BALANCE	\$2,272,942	\$1,161,994	\$1,193,359	\$1,329,326	\$2,441,141	\$3,621,140	\$4,878,408
Accumulated Administrative Set Aside	-	-	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Accumulated Economic Dev Set Aside	1,500,000	2,000,000	2,500,000	3,000,000	3,500,000	4,000,000	4,500,000
Accumulated Quality of Life Set Aside	-	-	250,000	650,000	1,150,000	1,650,000	2,150,000
Accumulated Housing Set Aside	600,000	850,000	1,100,000	1,350,000	1,600,000	1,850,000	2,100,000
Project Fund Cash Balance	\$2,100,000	\$2,850,000	\$3,900,000	\$5,050,000	\$6,300,000	\$7,550,000	\$8,800,000
Debt Service Requirement (% of revenues)	33.0%	32.4%	31.6%	31.2%	30.4%	29.9%	29.3%



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

SUBJECT: Annual review and consideration of the Kerrville Economic Development Corporation's (KEDC) Fiscal Year 2019 budget and work program.

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/8/2018

SUBMITTED BY: E.A. Hoppe
Deputy City Manager

EXHIBITS: Funding request letter
KEDC 2018-2022 Business Plan
KEDC Proposed Budget FY 2018-2019

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:

KEDC Board President Mike Wittler will present the proposed KEDC budget and business plan for FY2019 and beyond. The KEDC FY2019 funding request from the City has been incorporated into the proposed City budget for FY2019. The Council will have an opportunity to review the budget, funding request, and work program and provide feedback to the KEDC at the meeting. Future action on the terms of a Service Agreement with KEDC will be necessary to effectuate the contractual relationship with KEDC for economic development services.

RECOMMENDED ACTION:

Review, consider and provide feedback regarding the KEDC FY2019 Budget and proposed work program.



2018-2022

Business Plan

July 12, 2018

EXECUTIVE SUMMARY

VISION

The Kerr Economic Development Corporation (KEDC) is a 501(c)(6) non-profit public-private regional economic development organization committed to creating a more prosperous and diverse regional economy. To better serve the region, KEDC proposes to form a Partnership with the Kerrville Chamber of Commerce. As a result, the Partnership, will combine the Chamber's business-to-business network of 1,000 members and access to local resources with the KEDC's technical expertise and connection to regional resources to provide optimum economic development services throughout Kerr County.

Moreover, the newly formed Partnership will seek to eliminate administrative redundancies, reduce operating expenses as well as create a unified vision and voice for penetration into new business markets through enhanced communication efforts, a broad regional business network that will improve KEDC's business retention and recruitment efforts.

MISSION

It is KEDC's mission to adopt a more comprehensive approach to economic development and to aggressively attract, start-grow and retain higher wage industries, talent and jobs. KEDC and Chamber of Commerce will also collaborate with the Convention & Visitors Bureau's regional marketing platform to promote Kerr County and its communities as a primary location for economic investment and business expansion.

KEDC will continue to serve as the area's lead regional economic development organization to recruit and encourage new and expanded business development and a talented business employment pool. Leadership for both organizations will be unified, and the current President and CEO of the Kerrville Area Chamber of Commerce will also serve as the Executive Director of the Kerr Economic Development Corporation.

More specifically, the Partnership will:

- Help existing companies with their expansion needs when requested by the locality or the company.
- Identify and target regional and national companies for recruitment to Kerr County.
- Aggressively market the competitive advantages of Kerr County.
- Develop and promote a region inclusive of and bolstered by its individual community brands.
- Focus on achieving regional success that is broad-based and inclusive of each partner in the community.
- Organize, grow and strengthen higher wage industry across the region.
- Maintain a regional economic development information, research and resource center.
- Promote entrepreneurship and support startup businesses.
- Identify and support regional efforts that lead to a broad and diversified economic base.

Formation of the Partnership will benefit both organizations by:

- Creating a unified vision and voice.
- Delivering additional value to Chamber members through Economic Development technical support.
- Providing KEDC access to the Chamber's relationships and network of members to enhance Business Retention and Expansion activities.
- Enhancing marketing efforts to improve business retention and recruitment efforts.
- Providing a more comprehensive approach to economic development to aggressively attract, grow and retain higher wage industries, talent, and jobs.
- Streamlining resources and eliminating administrative redundancies.
- Improving regional competitiveness through greater awareness of available real estate, financial incentives, workforce and quality of life.
- Strengthen the Chamber's Core Mission to bring together a wide range of business that can share information on competitiveness.
- Creating a "One-Stop Shop" for existing and prospective businesses
- Providing additional professional development for staff.

STRATEGY

It is the KEDC's belief that economic development should increase opportunities for today's businesses, while expanding the possibilities for younger people in Kerr County to stay in the region and obtain nationally competitive jobs.

Therefore, KEDC will aggressively pursue a higher wage job creation strategy that will be developed through a broad-based and inclusive planning effort during 2018. A Five-Year Higher Wage Job Creation Strategy plan will be developed based on industry research and higher wage job creation models focusing on the region's current and emerging advanced industrial sectors. The plan will drive the creation of higher wage jobs in the region overall through new-to-market business recruitment.

STRATEGIC APPROACH & PRIORITIES

The four areas of primary focus for developing a Higher Wage Job Creation Strategy were first developed through a series of strategic planning sessions that were facilitated by Avalanche Consulting of Austin, Texas on December 12, 2017 and January 29, 2018.

1. Business Retention and Expansion (BR&E)
2. Strategic Development Leveraging Existing Community Infrastructure
3. Talent Development
4. Business Recruitment

Revenue to support Kerr County's economic development efforts comes from funding provided by the City and County government and local utility partners. Future funding models will be reviewed as part of the 2018 planning process.

KEDC will continue to focus on the growth of "Primary Jobs" through the use of various tools authorized by Stakeholders and other entities. "Primary Employer" means a business that provides or manufactures goods, services, supplies and/or inventory that are sold predominantly (more than

50%) to customers that permanently reside outside of the immediate region (more than 30 travel miles from the intersection of State Highway 16 and State Highway 27). Primary Job means a job or position employed by a Primary Employer.

Examples of Primary Employers are:

- A manufacturer that produces a good its sales can be predominantly attributed to customers who reside outside of the immediate region.
- A company that provides a service and its sales can be predominantly attributed to customers who reside outside of the immediate region.
- An educational or training institution of higher education that has a student body who predominantly resides outside of the immediate region on a permanent basis.

1. BUSINESS RETENTION AND EXPANSION

KEDC will successfully develop and maintain a proactive direct outreach and prospecting program focused on generating quality leads that can be nurtured and converted into job creation, and job diversification opportunities for the region.

Accelerating regional business and industry expansion is a key component of KEDC's primary business attraction strategy. Maintaining and growing employment, payroll, capital investment and corporate partners foster stability in the regional economy. Therefore, KEDC will continue to address primary industry needs through engagement in cluster development, expansion of financial incentives, technical support and real estate assistance.

Since fierce global competition forces many companies to continually evaluate the best location for their business, KEDC will work in close alignment with its public-sector partners to conduct outreach to target sector firms and encourage/support economic growth and expansion projects. Outreach visits to these sectors will provide valuable insight on business drivers, workforce challenges, and regional competitiveness.

In support of the direct outreach and prospecting program, KEDC offers a full range of services to assist companies as they evaluate Kerr County as a premier and high-quality location in which to locate and grow their companies. Business development activities and strategies will be focused on targeted industries through organized marketing for both inbound and outbound promotion.

Action Items

- Plan and execute a targeted program of regional and national business development.
- Outreach missions targeting select high-impact companies in select markets.
- Plan and execute focused outreach to site selectors, consultants and advisors in key markets.
- Leverage resources by engaging and coordinating business development efforts within Kerr County.
- Support and participate in Governor's Small Business Forum.
- Plan a biennial event to bring Texas site selectors to Kerr County as part of familiarity tour.
- Participate in or sponsor booths at selected targeted industry trade shows/conferences.
- Support the region's communities as needed by hosting select business delegations.

2. STRATEGIC DEVELOPMENT OF INFRASTRUCTURE

Infrastructure is not the end result of economic activity; rather it is the framework that makes economic activity possible.

Action Items

- Continue to develop the Location One Information System (LOIS) property inventory to track changes in commercial and industrial property inventory.
- Create an Industrial Park Plan specific to development of the Hwy 27 corridor.
- Site selectors most often consider hard infrastructure assets when representing clients. Therefore, marketing materials will include information on: 1) number and quality of roadways; 2) airport capacity; 3) availability of electrical, natural gas, water and sewer.
- Work with private property owners to market shovel-ready property.

3. TALENT DEVELOPMENT

Education has been identified as an important determinant of economic growth. Higher levels of educational attainment lead to a more skilled and productive workforce, providing a higher standard of goods and services, which in turn forms the basis for faster economic growth and rising living standards.

Action Items

- Establish a local chapter of the SCORE Association or similar business mentoring program. SCORE is a nonprofit association dedicated to helping small businesses get off the ground, grow and achieve their goals through education and mentorship. SCORE is supported by the U.S. Small Business Administration and volunteers; SCORE delivers services at little or no cost. Kerr County has a significant number of retired Executives that could be used more effectively as mentors, advisors and investors.
- Create strong innovation ecosystems, particularly through initiatives like cluster organizations, business accelerators, and innovation districts.
- Update the Avalanche Consulting Labor Shed Analysis to identify Kerr County's strengths that can be promoted through local training and educational institutions.
- Work with Alamo Colleges, the University of Texas at San Antonio, Workforce Solutions and others to increase regional workforce initiatives in the construction trades that could eventually encourage the development of affordable housing.
- Build solid bridges between the world of work and training programs in order to match skills provision to the needs of local business.
- Create sustained dialogue between employers and trainers, by providing labor market and employment services information as steps to an early identification of skills needs.
- Develop relationships between employers and educators by centralizing data on job placement and workforce trends.
- Develop common definitions of credentials and streamlining the process for employers to implement apprenticeship and cooperative education programs.

4. BUSINESS RECRUITMENT

Although revitalizing a community is less about what you can attract from outside and more about what you can grow yourself, some effort should be made to recruit new business to Kerr County.

Action Items

- Work with Kerr County's more prominent companies to identify suppliers and vendors that may be interested in moving to the area.
- Direct market to companies and site selectors within Kerr County's target industries for relocation to the area.
- Create a local environment/culture for early-stage business through 1) micro-loans, business incubators, business accelerators to cultivate a niche market.
- Work with Mooney International to approach airplane partners about relocation opportunities.
- Work with Mooney International to establish sources of Aviation Engineering for future R&D expansion.

PRIORITY AREAS

In support of a creating a Higher Wage Job Creation Strategy, the KEDC will concentrate time, energy and financial resources in five priority areas.

1. COMPETITIVENESS IMPROVEMENT

- **Regional Business Identity and Brand:** Launch a collaborative community-based effort supported by the CVB, to strengthen, merchandise and promote the region's business identity with a focus on Kerr County and the City of Kerrville as business-friendly and a good place for business.
- **Higher Wage Industry Growth:** Support and assist in efforts to organize, develop and accelerate growth and the competitive position of the region's current and emerging higher wage industry sectors.
- **Competitive Product Strategy:** Partner with (Alamo Colleges, Schreiner University, UTSA, KISD, Workforce Solutions and others) to improve the region's competitive position in the areas of workforce and talent recruitment.

2. MARKETING AND PROMOTION

- **Middle-Market Recruitment:** Focus business outreach efforts on attraction and recruitment of small to mid-sized businesses, within Austin and San Antonio MSA, identified within the target industry sectors that can broaden the local employment base while allowing the local infrastructure to develop.

3. BUSINESS DEVELOPMENT AND PROMOTION

- **Site Locators, Consultants and Advisors:** Elevate awareness of the opportunities in Kerr County through proactive outreach to site locators, consultants and industry advisors.

4. BUSINESS NETWORKING

- **Economic Forum:** Work with City and County leaders to organize and launch an Economic Forum to create a peer region benchmarking program with Fredericksburg and Boerne to inform/educate regional leadership about common issues/concerns such as workforce, affordable housing and education/skills development.
- **Enhanced Company/Industry Research Platform:** Collaborate with UTSA, Alamo Colleges, Texas A&M Real Estate Center and Schreiner University to strengthen research capability and data collection in target sectors.

5. INVESTOR RELATIONS AND ENGAGEMENT

- **Investor Relations and Engagement:** Bring together a cross section of business community members to review, analyze and understand investor opportunities, frame new investment tiers and support opportunities.

PROGRAM MEASUREMENT AND EVALUATION

KEDC is a strong proponent of the belief that “what gets measured gets done”. Measurement can be a powerful catalyzing force to engender a more inclusive overall economy. Therefore, the KEDC’s approach to program evaluation includes three types of assessment.

1. **Monitor Progress:** Success in carrying out program activities on schedule and within budget.
2. **Evaluate Effectiveness:** Determine whether efforts achieve prescribed objectives.
3. **Measure Impact:** Assess positive changes in the overall environment that relate to program actions.

Within this context, the KEDC will develop a system of performance assessments that evaluates both historical performance and functions as a management tool to drive future actions and results. With a clear understanding of what performance areas should be measured, KEDC can also develop a best practice approach to setting specific performance targets and goals.

TOP-LEVEL METRICS AND PERFORMANCE INDICATORS

The following chart illustrates potential top-level Key Performance Indicators (KPIs) that have been identified to measure future performance. Specific threshold and target goals will be determined as performance is measured and monitored in the future.

Annual Metric or Performance Measure	Threshold Goals	Target Goals
Projects Completed		
Jobs Announced		
Payroll Announced		
Capital Investment Announced		
Absorption of Commercial/Industrial Space (S.F.)		
Average Wage		
Lead Generation		
Project Generation		
Prospects Hosted		
Return on Investment		
Utilization of 4B Funding		

Action Items

- Design and implement a Quarterly Project Activity Report (Exhibit D) covering regional progress and organizational performance.
- Conduct specialized research, reports as required to highlight Kerr County's: business climate and cost; industry base; physical infrastructure; real estate availability; and talent pool.
- Convene biannual workshops with partnering agencies (City, County, EIC and KPUB) to refine program benchmarks.

TARGETED INDUSTRIES & SECTORS

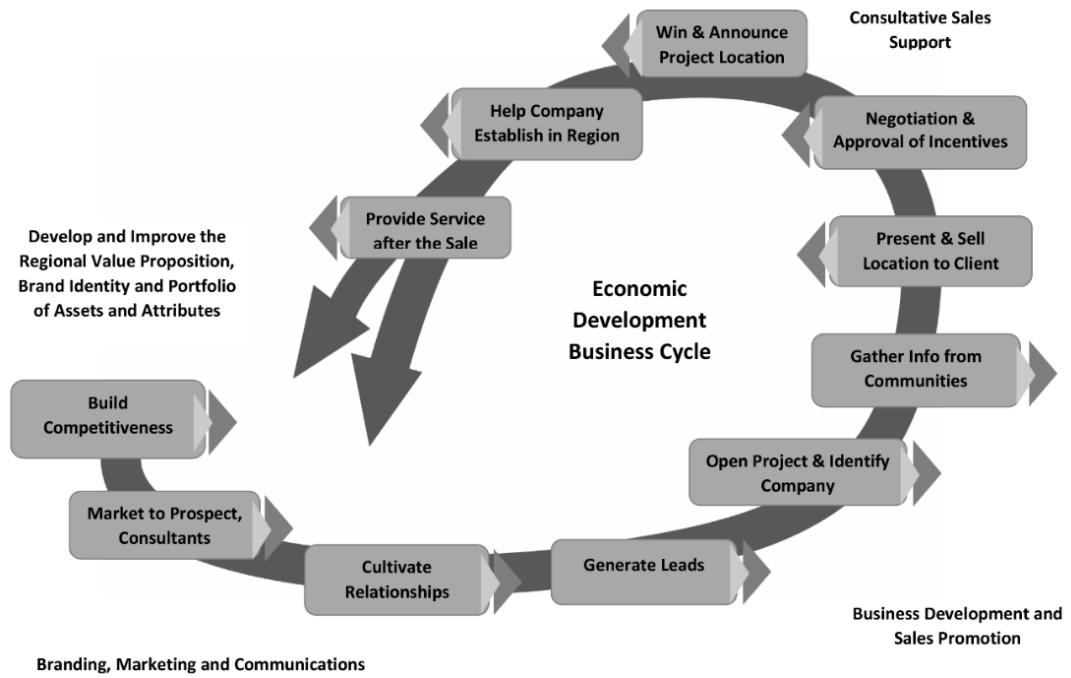
KEDC will continue to target industries where Kerr County has a natural advantage. Industry sectors that job creation efforts are focused on will periodically be reevaluated. The sectors currently being focused on include:

- Advanced Manufacturing
- Aviation, Aerospace & Defense
- Craft Agriculture
- Energy
- Food Processing & Storage
- Information, Analytics & Security
- Life Sciences & Healthcare

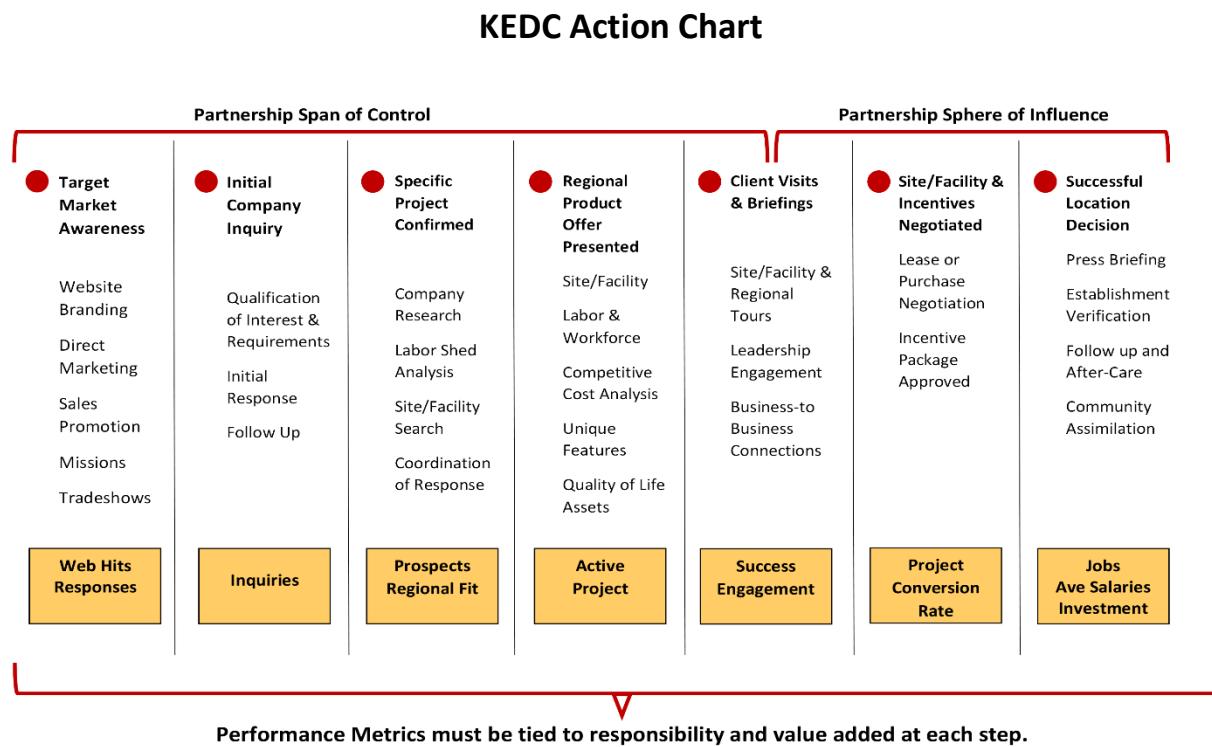
STRATEGIES, OPERATIONAL PLANS AND TACTICS

KEDC will concentrate its efforts where it can add value in the economic development business cycle.

Exhibit B



The chart below illustrates, how through “The Partnership,” KEDC will be more capable of shifting resources throughout the site selection process to ensure better business recruitment and attraction results.

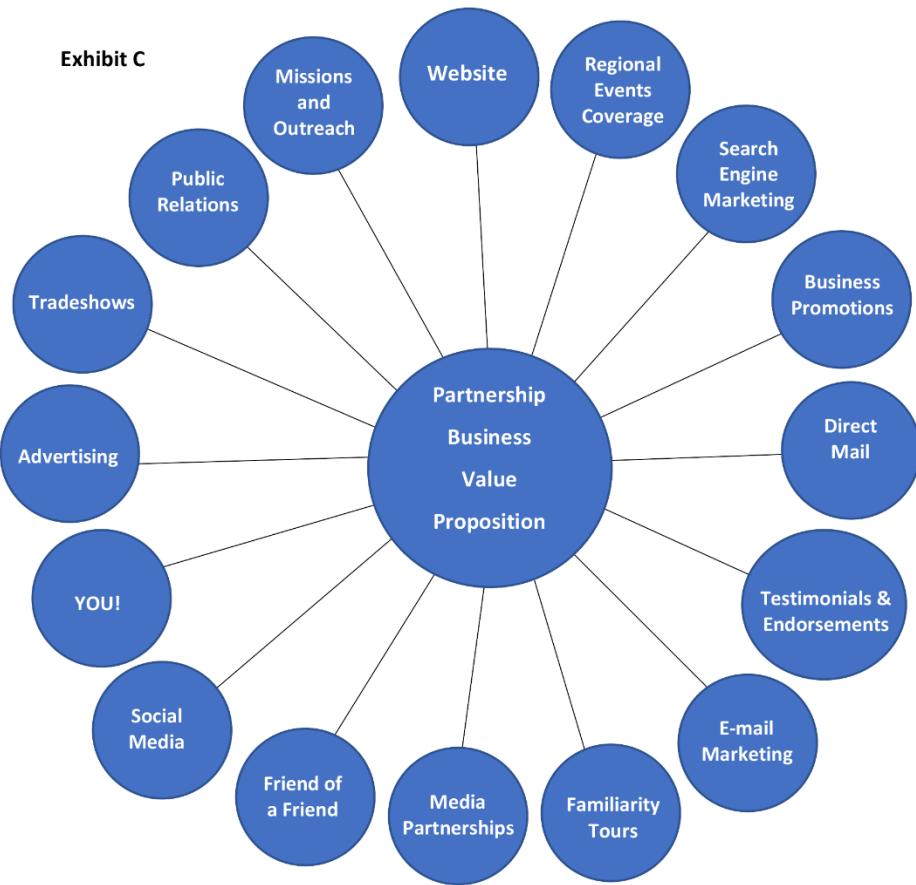


MARKETING & COMMUNICATIONS

As 2018 is the initial year of the KEDC’s revised organizational structure and business plan, a marketing and promotional campaign will be required. A marketing campaign is necessary to create more opportunities to present the region’s locational advantages to qualified business and industry prospects.

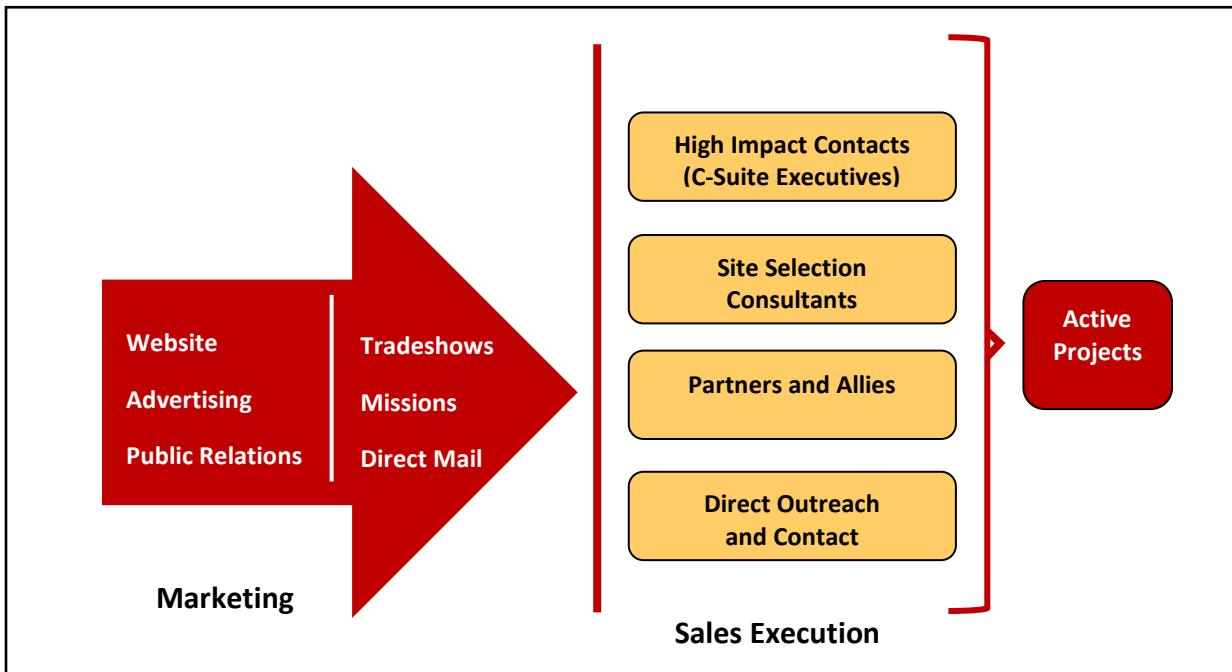
The program includes a stronger branding program along with specific marketing and promotional program enhancements. The marketing campaign’s focus is on enhancing and building perceptions about Kerr County. This will be accomplished by marketing through a variety of means including advertising, direct mail, and website content as demonstrated in (Exhibit C).

Exhibit C



Impact measures will include new leads that come directly as a result of the marketing and promotional campaign within targeted industries. The ultimate goal of the marketing campaign is to convert these leads into new business opportunities, new capital investment and new job creation for the region.

The image below demonstrates how coordinated marketing and branding efforts drive traffic to KEDC and manifests itself in terms of inquiries, leads and prospective business and industry clients. The Chamber of Commerce and the KEDC in collaboration with its regional partners will work to convert the increased traffic, leads and prospects into new business investment projects.



Action Items

- KEDC will conduct baseline research, regional identity/brand audit and prepare regional positioning assessment, retail and labor shed analysis, and business case.
- Organize and drive development of a regional identity and brand strategy platform, and an overall regional marketing and communications strategy and plan.
- Design and implement direct marketing and outreach to both site selection consultants and c-suite executives within targeted industries.
- Directly support and assist in the implementation of out-of-market business development missions to spread the Kerr County business identity message, positively change perceptions and generate leads.
- Continually refine and upgrade the messaging of the KEDC and Chamber website to coordinate messaging.
- Plan and execute a comprehensive regional communications program to ensure business and government leaders, stakeholders, partners and investors are educated and informed about the KEDC's efforts to implement the Five-Year Higher Wage Job Creation Strategy.
- Strategically involve local partners, stakeholders and investors in all efforts to spread the message of the Kerr County business identity.

INVESTOR RELATIONS & EVENTS

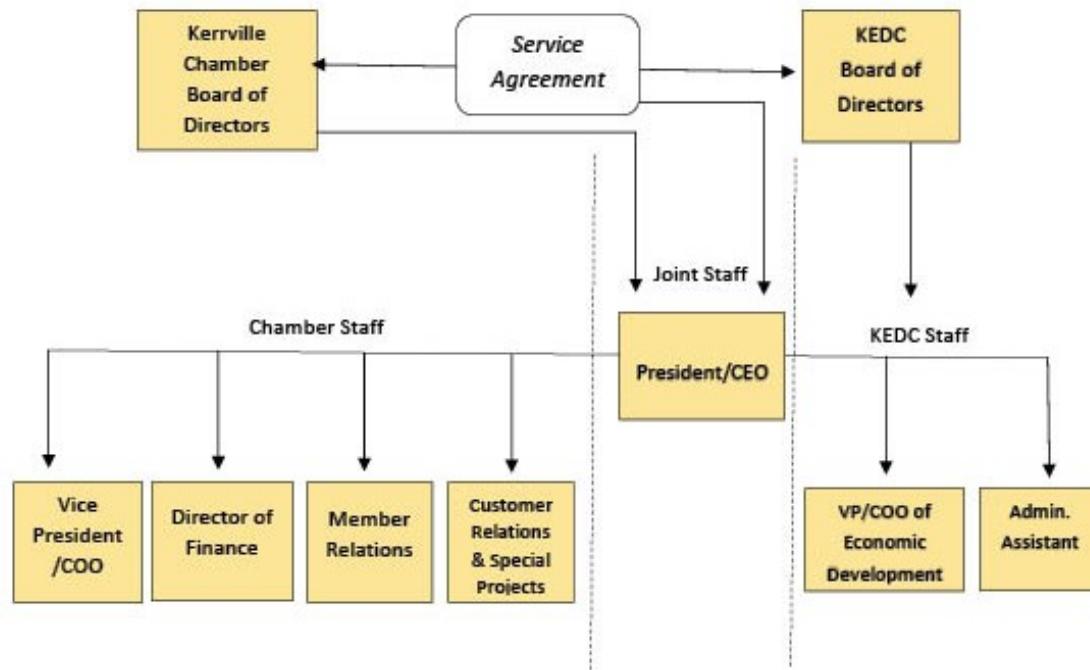
The KEDC's value is enhanced by effectively engaging both public and private stakeholders.

Action Items

- Organize and staff investor relations meetings to review, analyze and understand investor concerns, new investment opportunities and regional support efforts.
- Plan, organize and recruit attendance for two (2) Investor Update sessions across the region.

MANAGEMENT & OPERATIONS

The Partnership team is organized in a way to bring staff members of the Chamber and KEDC closer together under a single Executive responsible to both Boards. This organization is expected to eliminate administrative redundancies, streamline resources, and create a unified vision and voice. The Chamber retains the Executive as an employee and the KEDC contracts for services from the Chamber through a Service Agreement. The Executive will be the initial shared resource and other sharing will be considered as the Partnership develops. Formation of the Partnership does not require modification to either Organizations' Bylaws, and the Service Agreement will have a cancellation option with notice requirements. KEDC Staff will be hired through a KEDC Board approved process that involves the Joint President/CEO.

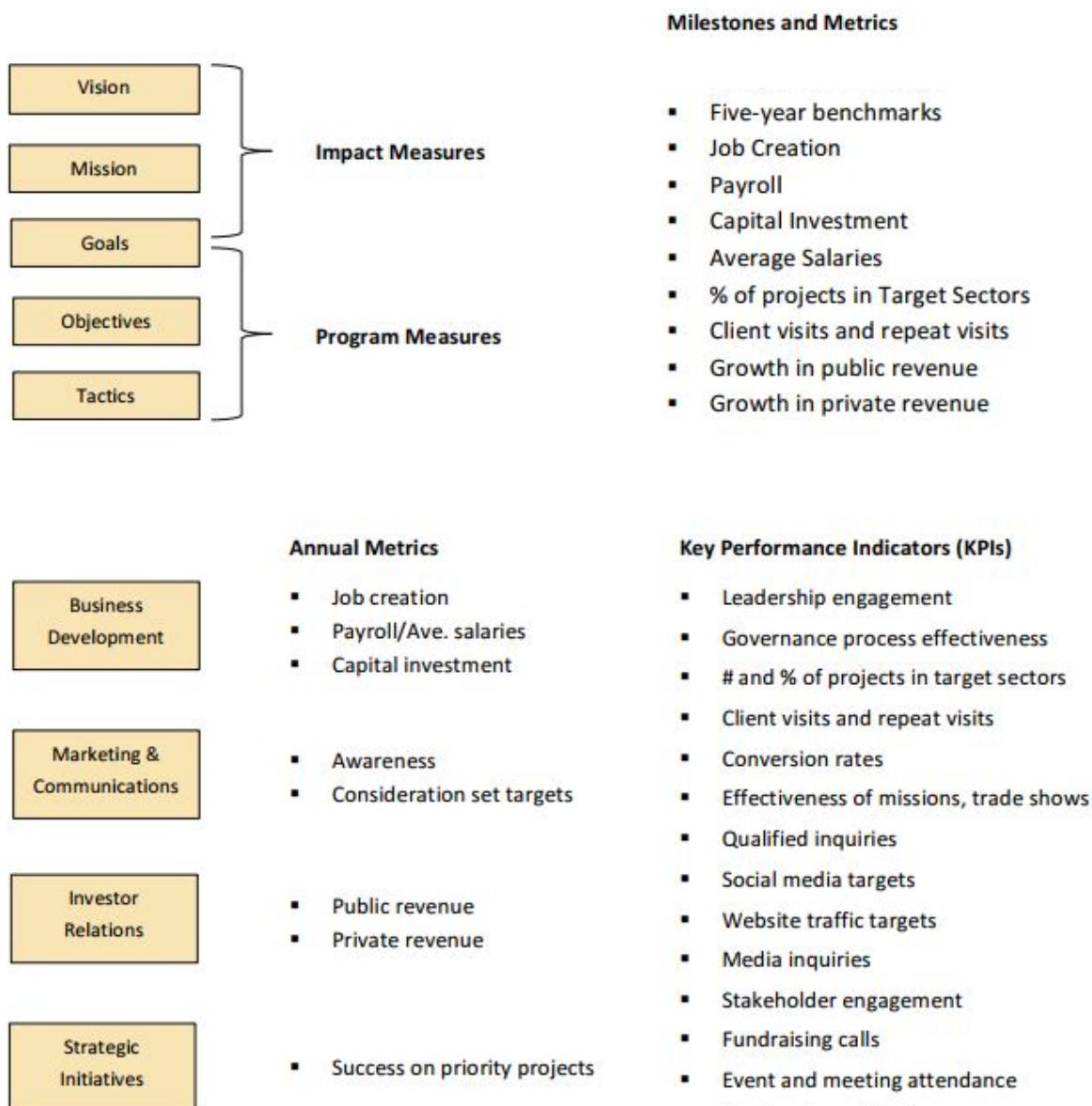


BUDGETS & FUNDING

The proposed operating budget is shown below in Table 1. The table shows the current year, 2017/2018 Budget, 2017/2018 Forecast Year End Budget Performance, and the Proposed 2018/2019 Budget. Funding requests for 2018/2019 are the same as 2017/2018. Contract Services are increased primarily due to the engagement of a recruiter to fill the vacant VP/COO of Economic Development position. Operations is down due to reduced office lease cost with the Chamber Partnership. We recognize that there is a need to enhance the efficiency of our economic development efforts and believe that there are opportunities to make improvements through economies of scale and efficiency improvements.

Table 1	2017/2018 Budget	2017/2018 Forecast YE	2018/2019 Budget
Beginning Balance	112,873.09	112,873.09	111,546.33
Income			
City of Kerrville	24,500.00		24,500.00
EIC	140,000.00	140,000.00	140,000.00
Kerr County	24,500.00		24,500.00
KPUB	24,500.00		24,500.00
Other Income			
Total Income	213,500.00	140,000.00	213,500.00
Expense			
Business Recruitment	6,500.00	8,250.00	6,500.00
Website	300.00	2,880.93	2,880.00
Marketing	3,450.00	447.46	3,450.00
Business Expenses - Other	20,000.00	235.90	20,000.00
Contract Services	3,500.00	11,227.97	16,166.67
Operations	19,850.00	13,043.01	13,050.00
Liability Insurance	900.00	1,700.00	900.00
Payroll Expenses	181,000.00	102,363.25	177,600.00
Travel and Meetings	18,000.00	1,178.24	18,000.00
Total Expenses	253,500.00	141,326.76	258,546.67
Net Income	-40,000.00	-1,326.76	-45,046.67
Ending Balance	72,873.09	111,546.33	66,499.66

Exhibit A – Performance Measurement Framework



LEGAL ENTITY

The Kerr Economic Development Corporation (KEDC) received its certificate of incorporation from the Texas Secretary of State on July 14, 2015. The business affairs of the KEDC are conducted by a board of 9 directors, all of whom have one vote on any proposition coming before the commission. As of July 2018, the KEDC Bylaws are being revised to add one additional director for the City of Kerrville and one additional director for the Kerr County Commissioners Court.

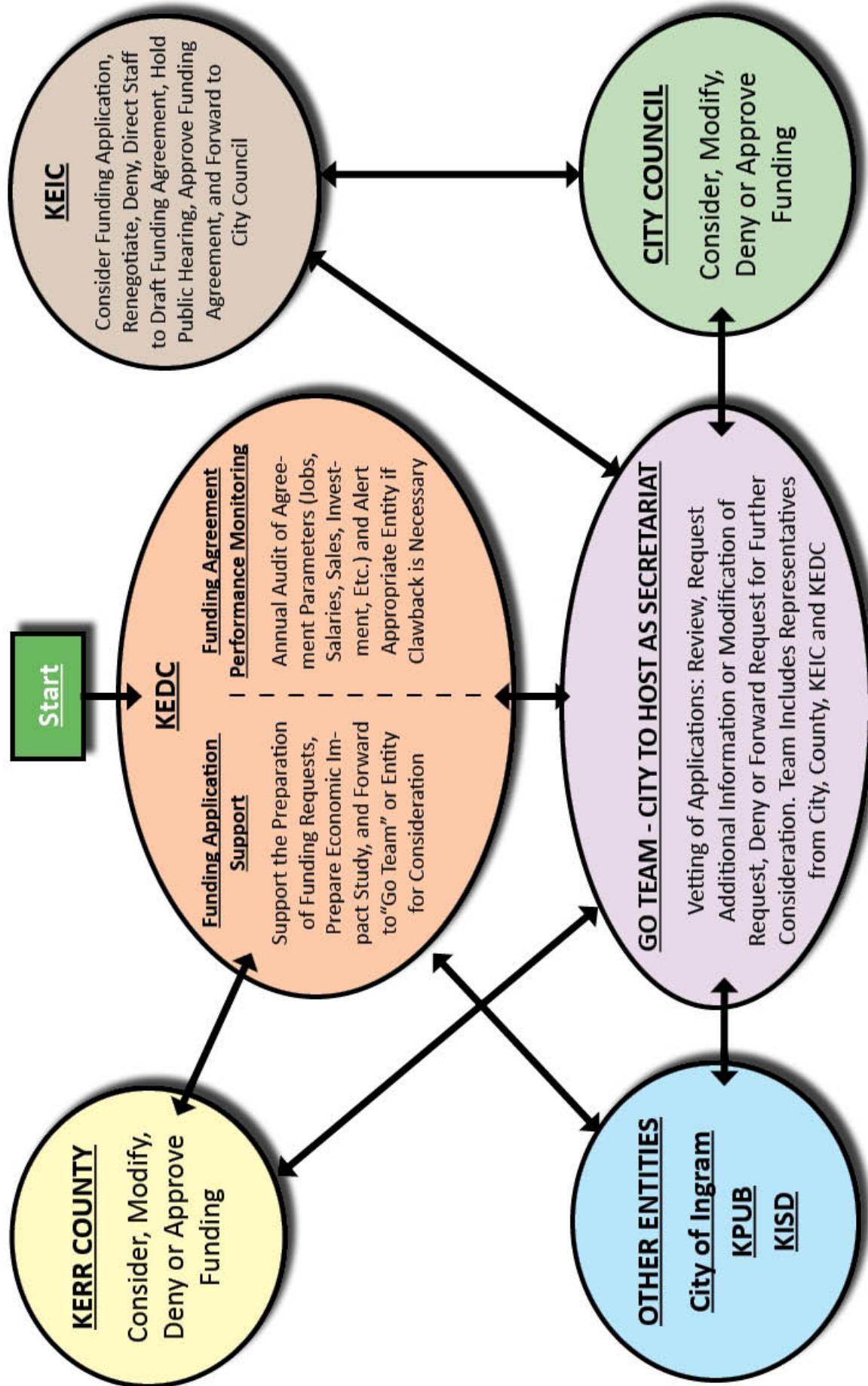
The day-to-day management of the organization is entrusted to a hired executive director that is evaluated annually by the board of directors. The leadership regularly meets the first Thursday of each month at 7:30 A.M. for monthly meetings. The officer seats of chair, vice-chair, treasurer and secretary are selected at the scheduled annual meeting in January.

PROPOSED COMPOSITION OF THE KEDC BOARD OF DIRECTORS

- One (1) representative from the Kerrville City Council (appointed by the City Council)
- One (1) representative from the Kerrville City Administration (appointed by the City Manager)
- Two (2) representatives from the Kerr County Commissioners Court (appointed by the Commissioners Court)
- One (1) representative of the Economic Improvement Corporation (appointed by the Economic Improvement Corporation)
- One (1) representative from the Kerrville Public Utility Board (appointed by the KPUB Board)
- One (1) representative from the Kerrville Chamber of Commerce Board of Directors (appointed by the Chamber of Commerce Board)
- Two (2) representatives from the Business Community (appointed by the KEDC Board)
- One (1) representative from the Kerrville Convention and Visitors Bureau (appointed by the CVB)
- One (1) representative from the Kerrville Independent School District (appointed by the KISD Board)

ECONOMIC DEVELOPMENT STAKEHOLDERS, PROCESSES, ROLES AND TOOLS

The charts below illustrate the current processes, roles and tools for handling funding requests by the Stakeholders in our community. The first chart shows KEDC providing primary support for funding applications and the Go Team vetting those applications. The Go Team routes applications to the appropriate entities to consider those applications. A large project could have multiple applications being considered by different entities at the same time. The second chart illustrates each KEDC Stakeholder's lead role(s) and the types of tools or support provided by that Stakeholder.



KEDC Stakeholders						
Kerr Economic Development Corporation	City of Kerrville	Kerr County	Kerrville Economic Improvement Corporation	Kerrville Area Chamber of Commerce	Kerrville Convention and Visitors Bureau	Kerrville Public Utility Board
Lead Role						
- Entry Point for ED Opportunities	- Go Team Secretariat			- Start ups - Incubators - Expansion of Business - Small Business Development	- Tourism	
- Primary Jobs Recruitment	- Housing					
- Retention and Expansion	- Downtown Infrastructure					
- Workforce Development & Readiness	- Quality of Life					
	- Retail Development					
Tools and Support						
- Local Hub for Economic Development	- 380 Agreements	- 381 Agreement	- Property Tax Abatement	- 4B Funding	- KEDC Partner	- Electric Rate Incentives
- State Incentives	- Property tax Abatement	- TIRZ Creation	- TIRZ Participation	- Retail Incentives	- Liaison for Businesses	- Workforce Development & Readiness
	- TIRZ Creation	- Hotel Occupancy Tax (HOT) Rebates	- Infrastructure		- SBA/ SCORE	
	- Retail Incentives					
	- Infrastructure					
	- Tourism Facilitator					

Kerr Economic Development Corporation
Proposed Budget FY2018/2019

	2017/2018 Budget	2017/2018 YTD Actuals	2017/2018 Balance to be Spent	2017/2018 Forecast YE	2018/2019 Budget
Beginning Balance	112,873.09			112,873.09	111,546.33
Income					
City of Kerrville	24,500.00	0.00			24,500.00
EIC	140,000.00	140,000.00		140,000.00	140,000.00
Kerr County	24,500.00	0.00			24,500.00
KPUB	24,500.00	0.00			24,500.00
Other Income					
Total Income	213,500.00	140,000.00	0.00	140,000.00	213,500.00
Expense					
Business Expenses					
Business Recruitment	6,500.00	8,250.00		8,250.00	6,500.00
Website	300.00	2,880.93		2,880.93	2,880.00
Marketing	3,450.00	447.46		447.46	3,450.00
Business Expenses - Other	20,000.00	235.90		235.90	20,000.00
Total Business Expenses	30,250.00	11,814.29	0.00	11,814.29	32,830.00
Contract Services					
Accounting Fees	2,500.00	365.00	810.00	1,175.00	2,500.00
Legal Fees	1,000.00		750.00	750.00	1,000.00
Other Contract Services		3,969.64	5,333.33	9,302.97	12,666.67
Total Contract Services	3,500.00	4,334.64	6,893.33	11,227.97	16,166.67
Operations					
Supplies	1,000.00	621.84		621.84	1,000.00
Telephone, Internet	2,000.00	873.31	137.02	1,010.33	4,800.00
Office Lease	9,600.00	7,200.00	1,600.00	8,800.00	0.00
Dues & Subscriptions	4,500.00	2,036.73		2,036.73	4,500.00
Operations - Other	2,750.00	574.11		574.11	2,750.00
Total Operations	19,850.00	11,305.99	1,737.02	13,043.01	13,050.00
Other Types of Expenses					
Insurance - Liability, D and O	900.00	1,700.00	0.00	1,700.00	900.00
Total Other Types of Expenses	900.00	1,700.00	0.00	1,700.00	900.00
Payroll Expenses					
Health Insurance	6,000.00	2,500.00		2,500.00	10,000.00
Payroll Taxes	12,000.00	12,019.00	440.00	12,459.00	12,000.00
Salaries ED + Admin Asst.	142,000.00	58,614.00	9,486.99	68,100.99	
Executive Director (Chamber Agreement Start 1 August 2018)		0.00	7,875.00	7,875.00	31,500.00
VP COO (assume start 1 October 2018)		0.00		0.00	100,000.00
Support Staff (Chamber Agreement Start 1 August 2018)		0.00	2,275.00	2,275.00	9,100.00
Vehicle Allowance - Director	6,000.00	3,600.00		3,600.00	
Payroll Expenses - Other	15,000.00	5,553.26		5,553.26	15,000.00
Total Payroll Expenses	181,000.00	82,286.26	20,076.99	102,363.25	177,600.00
Travel & Meetings					
Meals & Entertainment	3,000.00	153.24		153.24	3,000.00
Travel and Meetings - Other	15,000.00	1,025.00		1,025.00	15,000.00
Total Travel and Meetings	18,000.00	1,178.24	0.00	1,178.24	18,000.00
Total Expenses	253,500.00	112,619.42	28,707.34	141,326.76	258,546.67
Net Income	-40,000.00	27,380.58		-1,326.76	-45,046.67
Ending Balance/Startup Funding for Action Items from New KEDC & 2050 Plans	72,873.09			111,546.33	66,499.66



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

SUBJECT: Official presentation of the Proposed Fiscal Year 2019 Budget and Resolution 32-2018 setting a public hearing of the proposed budget as required by both the City's charter and state law prior to the adoption of the FY2019 budget, publishing a general summary of the FY2019 Proposed Budget, and setting the proposed ad valorem tax rate to be considered for adoption for the 2018 tax year.

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/9/2018

SUBMITTED BY: Amy Dozier, CFO

EXHIBITS: FY2019 Proposed Budget Presentation
Notice of Public Hearing on Proposed Budget
Resolution 32-2018

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:

FY2019 Proposed Budget

The FY2019 Proposed Budget includes expenditures of \$75,103,138 and revenues of \$68,414,112. Local Government Code and the City Charter require a public hearing for the proposed budget. The public hearing is scheduled for Tuesday, August 28, 2018 at 6:00 p.m. at 701 Main Street, Kerrville, Texas. Additionally, the Charter requires that the City Secretary publish a "general summary" of the budget and a notice stating the times and places where copies of the budget are available for inspection by the public and the time and place for a public hearing on the budget. A sample of the proposed public hearing notice is attached. The FY2019 Proposed Budget was filed on July 31, 2018 with the City Secretary. Copies are available for public viewing at the City Secretary's office in City Hall at 701 Main Street, Kerrville, Texas, the Butt-Holdsworth Memorial Library at 505 Water Street, Kerrville, Texas or on the City's website at kerrvilletx.gov.

Ad Valorem Tax Rate

The proposed total ad valorem tax rate of \$.5514 per \$100 of assessed value is the same rate as last year and is LOWER than the effective tax rate of \$0.5538.

Because the proposed rate is lower than the effective rate, no public hearings are required.

RECOMMENDED ACTION:

Adopt resolution 32-2018.

City of Kerrville

Public Hearing Notice

CITY OF KERRVILLE NOTICE OF PUBLIC HEARING ON PROPOSED BUDGET

The Kerrville City Council will hold a public hearing on the FY2019 Proposed Budget on Tuesday, August 28, 2018 at 701 Main Street, Kerrville, TX at 6:00 pm in the City Council Chambers.

The budget's proposed ad valorem tax rate is \$0.5514 per \$100 of assessed value, which is lower than the effective rate of \$0.5538. \$0.5514 is the same tax rate as last year.

Copies of the FY2018 Proposed Budget are available at City Hall (City Secretary's Office) located at 701 Main Street between 8 am and 5 pm Monday through Friday, the Butt-Holdsworth Memorial Library at 505 Water Street during regular library hours and the City's website at www.kerrvilletx.gov.

Pursuant to Section 8.04(a) of the City Charter, the City Council is publishing the following table as a general summary of the Proposed FY2019 City of Kerrville Budget. This illustration shows revenues and expenditures for each of the City's two main operating funds. The balance of the funds are combined into a single presentation labeled "Other Funds."

	FY2018 Budget	FY2019 Budget	Proposed Increase (Decrease)
General Fund			
Revenues	\$26,699,195	\$27,203,510	\$ 504,315
Expenditures	<u>26,699,195</u>	<u>27,203,510</u>	<u>504,315</u>
Revenues Over (Under) Expenditures	-	-	
Water and Sewer Fund			
Revenues	12,265,455	12,530,732	265,277
Expenditures	<u>12,265,455</u>	<u>12,530,732</u>	<u>265,277</u>
Revenues Over (Under) Expenditures	-	-	
Other Funds			
Revenues	18,020,497	28,679,871	10,659,374
Expenditures	<u>27,237,382</u>	<u>35,368,897</u>	<u>8,131,515</u>
Revenues Over (Under) Expenditures	(9,216,885)	(6,689,026)	
Total Funds			
Revenues	56,985,147	68,414,112	11,428,965
Expenditures	<u>66,202,032</u>	<u>75,103,139</u>	<u>8,901,107</u>
Revenues Over (Under) Expenditures	\$ (9,216,885)	\$ (6,689,026)	

The FY2019 Proposed Budget is a balanced budget where current revenues meet or exceed expenditures for all major funds.



FY2019 Proposed Budget

August 14, 2018

Calendar and Process

1. 06/19/18 Budget Workshop - General Fund

2. 07/23/18 Budget Workshop - Water & Sewer Fund

Capital Projects

Other Funds

3. 07/25/18 Certified Tax Roll received from KCAD

4. 07/30/18 Effective Tax Rate calculation received from Kerr County

5. 07/31/18 Proposed Budget filed with City Secretary

6. 08/14/18 Presentation of Official Proposed Budget

Resolution to Set Proposed Tax Rate

7. 08/28/18 Public Hearing - Budget

First Reading - Budget Ordinance

Tax Ordinance

8. 09/11/18 Second Reading - Budget Ordinance

Tax Ordinance

Fee Schedule Resolution

Kerrville 2050 – p. 8

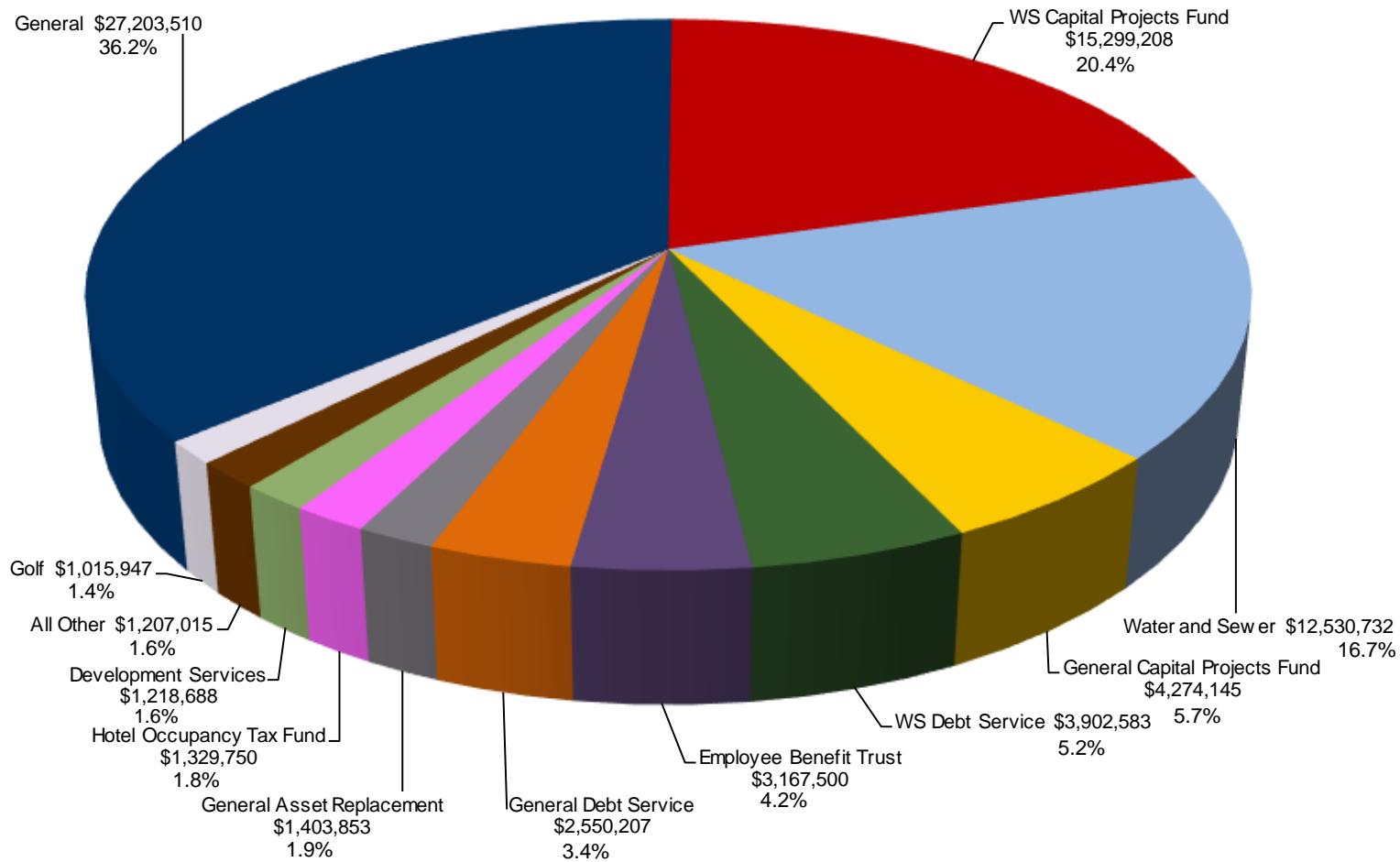
Sampling of major initiatives in FY2019 Budget:

- 1. Enhanced street maintenance funding
- 2. Drainage master plan
- 3. Legion Lift Station expansion
- 4. TTHM mitigation project
- 5. Full year of reuse pond operation
- 6. Public Safety Complex study
- 7. Development Services Improvements
- 8. Rewrite of Development Codes
- 9. Retain & recruit well-trained workforce
- 10. Additional tourism programming
- 11. Streetscape improvements
- 12. Tennis Center renovation
- 13. Golf Course enhancements
- 14. Staff support for Downtown, economic development & workforce housing initiatives



All Funds - p. 14

FY2019 Proposed Expenditures - All Funds



- **Proposed expenditures of \$75.1M**
- **General, Water and Sewer, and Water and Sewer Capital Projects account for 79% of spending**
- **General Fund and Water and Sewer Fund have balanced budgets and meet reserve policy requirements**



General Fund – Five Year Plan – p. 21

FY2018 items to note:

- Anticipating lower than budget revenues and expenditures, with revenues slightly more than expenditures
- Proposed \$900K fund balance draw down transfer from audited FY2017 to cover:
 - \$200K for Golf negative cash balance
 - \$150K for General Capital Projects
 - \$550K for General Asset Replacement
- Fund balance transfer will be brought to Council as part of a year end budget amendment
- Establish a fund balance reserve for contractual commitments

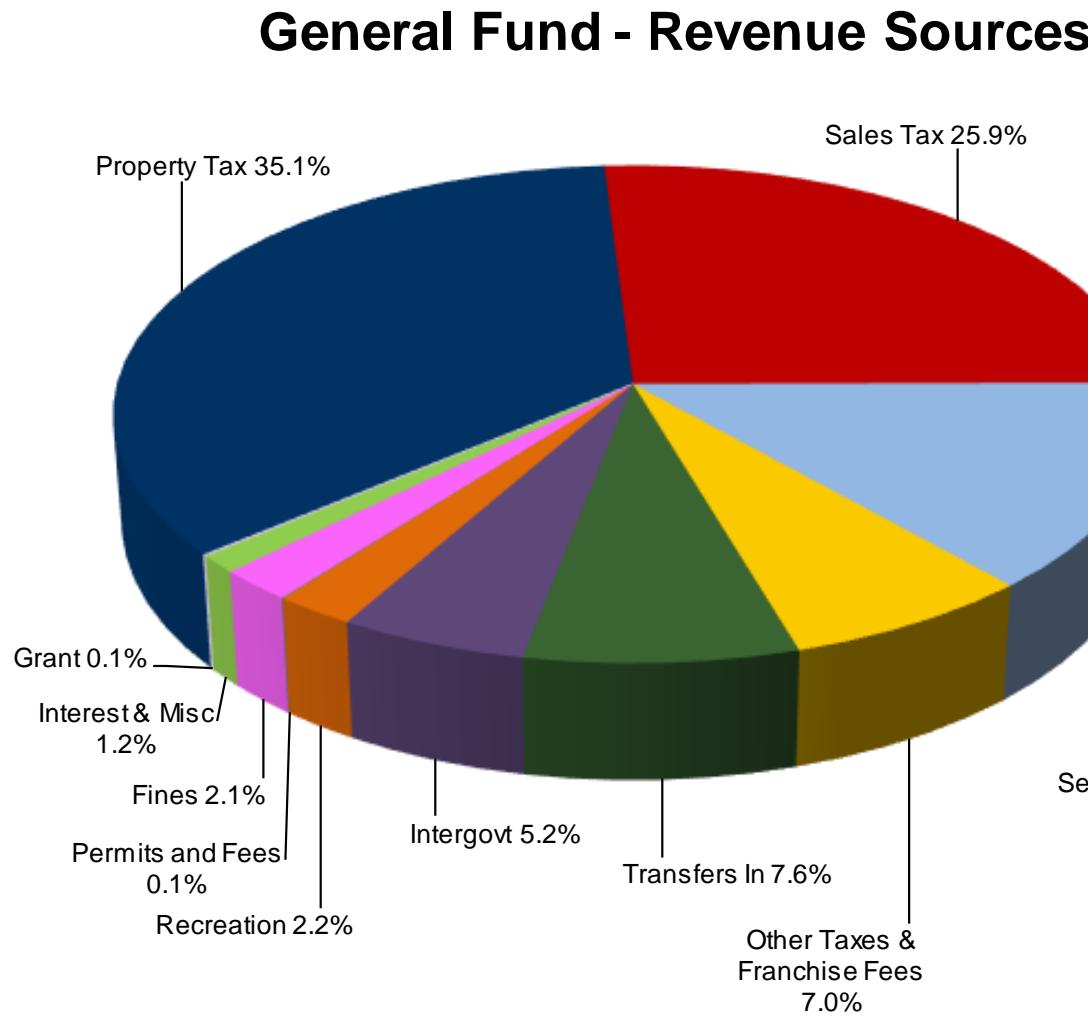


General Fund - FY2019 Highlights

FY2019 Highlights:

- Budget is balanced with \$27.2M in revenues and expenditures
- Property tax rate remains unchanged at \$0.5514, which is LOWER than the effective rate of \$0.5538
- Ending reserve balance projected at 26.2%
- Salary and pay plan adjustments for Public Safety to address compression and market competitiveness
- 6 new positions
- Development Services split out as a separate fund

General Fund Revenues – p. 28



- Total revenue budget of **\$27.2M**
- Property tax and sales tax contribute **61%** of revenue
- Service revenue is primarily from EMS and Solid Waste
- EMS revenue includes **\$200K** for Ambulance Supplemental Payment Program
- Street use fee increased from **2%** to **3%** of Water and Sewer revenue with additional **1% (\$126K)** going directly to Streets paving budget

General Fund Revenues - Property Tax

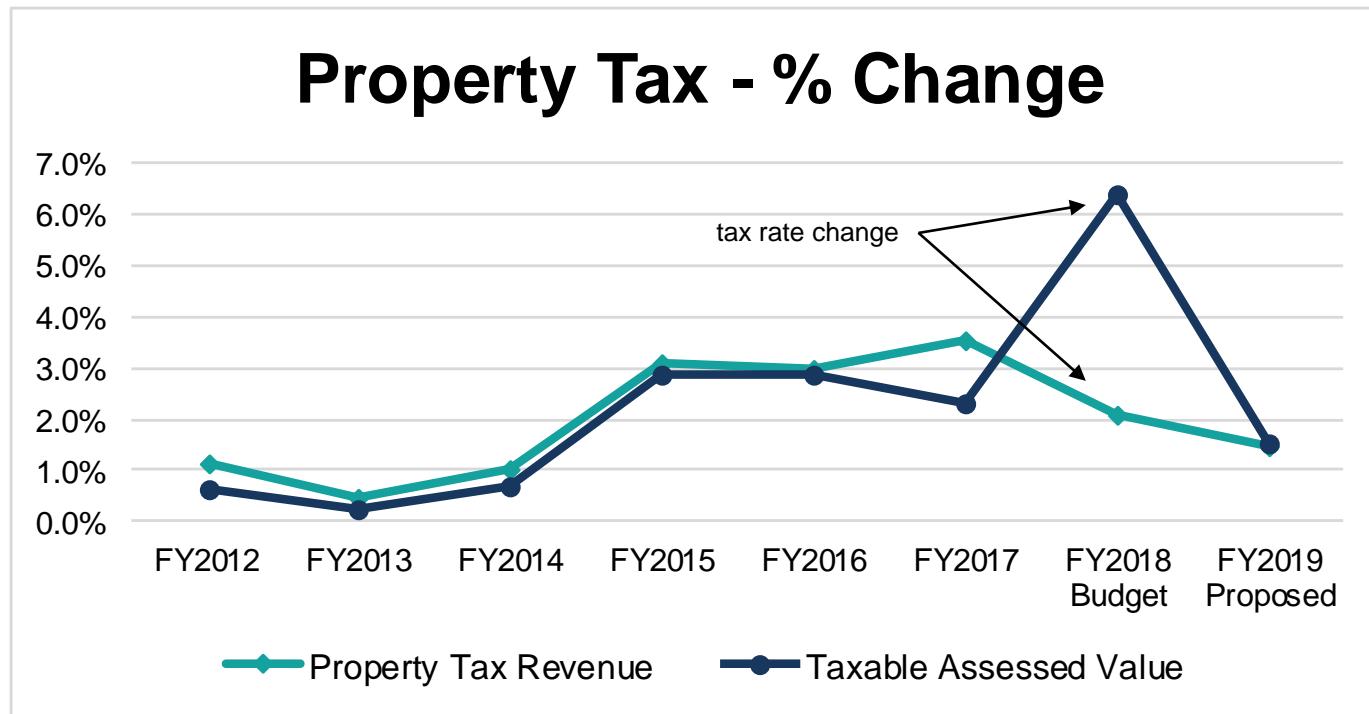
Property Tax Rate Comparison

	Tax Year 2017		Tax Year 2018	
	FY2018		FY2019	
Proposed Rate	\$ 0.5625		\$ 0.5514	
Adopted Rate	\$ 0.5514			
Effective Rate	\$ 0.5514		\$ 0.5538	
Rollback Tax Rate	\$ 0.5912		\$ 0.5920	

- Effective rate is designed to show what rate is needed to raise the same amount of revenue as in the prior year
- Tax year 2018's effective rate is \$0.5538 per \$100 of assessed value, which is ABOVE our proposed rate of \$0.5514
- No tax rate public hearings required if proposed rate is LOWER than effective rate

General Fund Revenues - Property Tax -

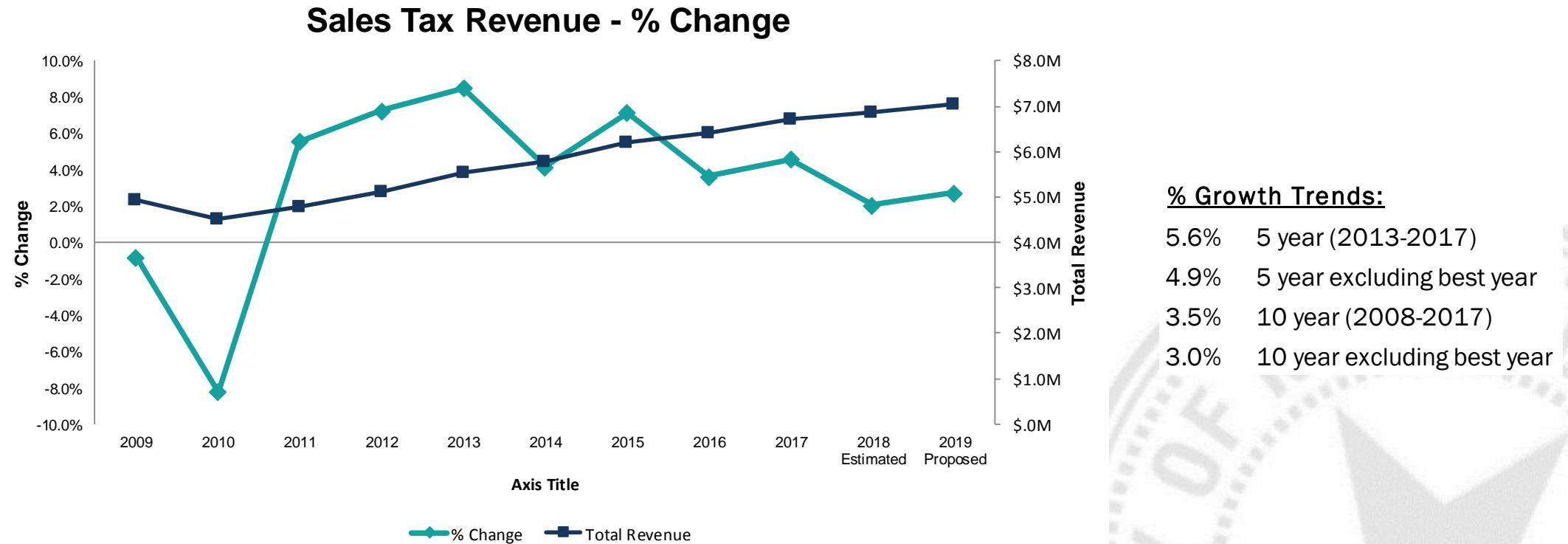
p. 28



Certified roll:

- Assessed value increase of 2.2%
- Net taxable value increase of 1.5%
- Smallest increase in 5 years

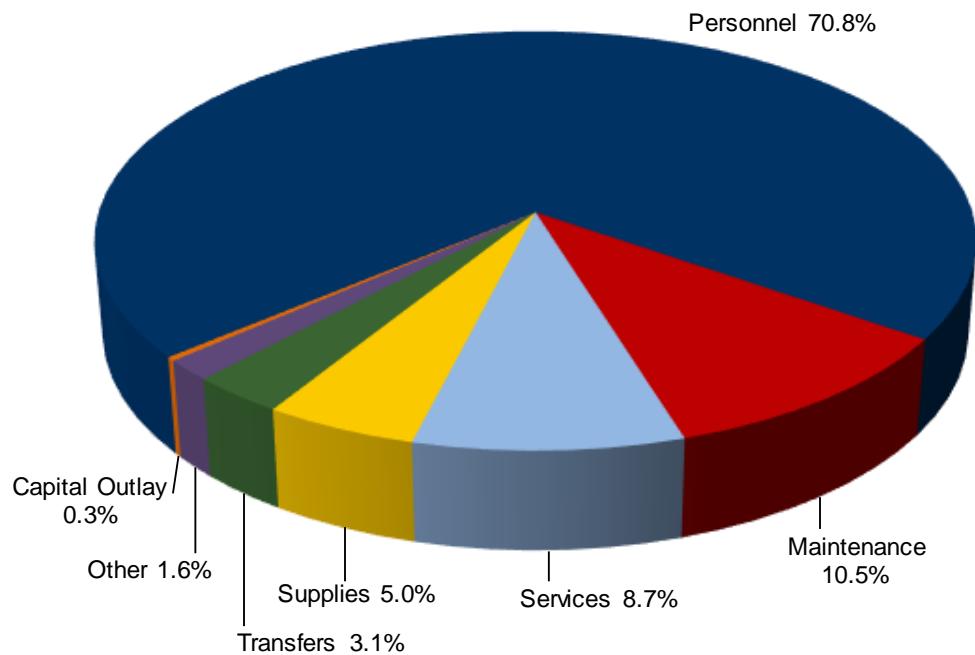
General Fund Revenues - Sales Tax - p. 29



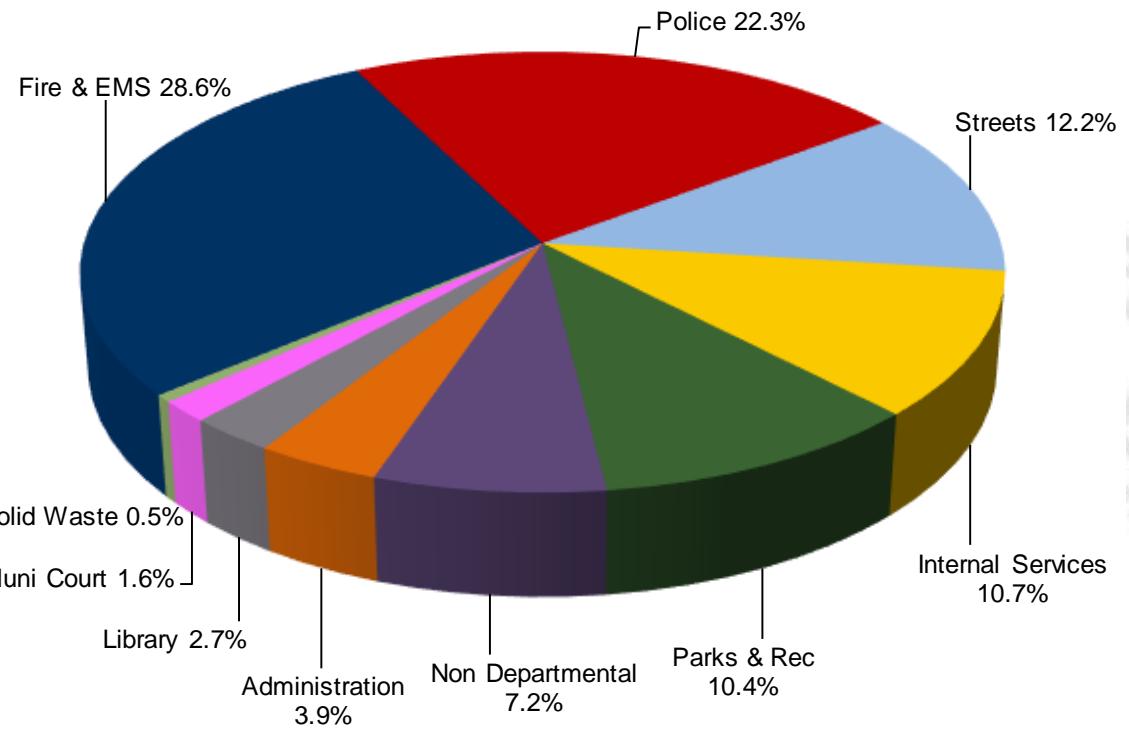
- Sales tax is a volatile revenue source
- Budgeting 2.75% growth over FY2018 estimate for FY2019
- August sales tax is up 5.5%. If September is up 4.0%, FY2019 proposed budget represents a 2.6% increase

General Fund Expenditures – p. 40

General Fund - Expenditure by Category



General Fund - Expenditure by Department



- Proposed expenditures of \$27.2M
- Public Safety and Streets account for 63.1% of expenditures

General Fund Expenditures – Public Safety

- Salary and step adjustments to address compression and market competitiveness (\$400K +)
 - 2% COLA increase as of October 1st
 - Restructured step plan that eliminates compression issue between steps
 - Usual 4% step increase for those eligible in FY2019 for every other year step increase
- Total budget:
 - Police: \$6.1M, up 4.3% (pp. 51-52)
 - Fire: \$7.8M, up 4.9% (pp. 53-57)



General Fund Expenditures – FTE Changes

Department	FY2010	FY2018	FY2019
City Secretary	2	2	2
City Attorney	1	1	1
City Administration	4	6	5
Human Resources	5	4	4
Finance	7	5	5
Information Technology	4	6	6
Municipal Court	5	6	6
Police	72	72	72
Fire	52	48	48
Emergency Mgmt & Training	1	1	1
Fire Marshal	2	2	2
EMS	24	26	26
Kerrville-Schreiner Park	8	7	8
Aquatics	1	-	-
Parks Maintenance	16	20	20
Sports Complex	-	4	6
Recreation	4	2	2
Community Events	-	-	1
Engineering	6	4	5
Streets/PW Admin	16	18	19
Solid Waste	5	1	1
Library	11	9	9
General Operations	2	-	1
Total General Fund	248	244	250
Planning	3	2	2
Building Services	5	6	6
Code Compliance	4	2	2
Total Development Services Fund	12	10	10
Total FTE	260	254	260

For presentation and comparison purposes, Development Services is presented as if it was a separate fund in all years.

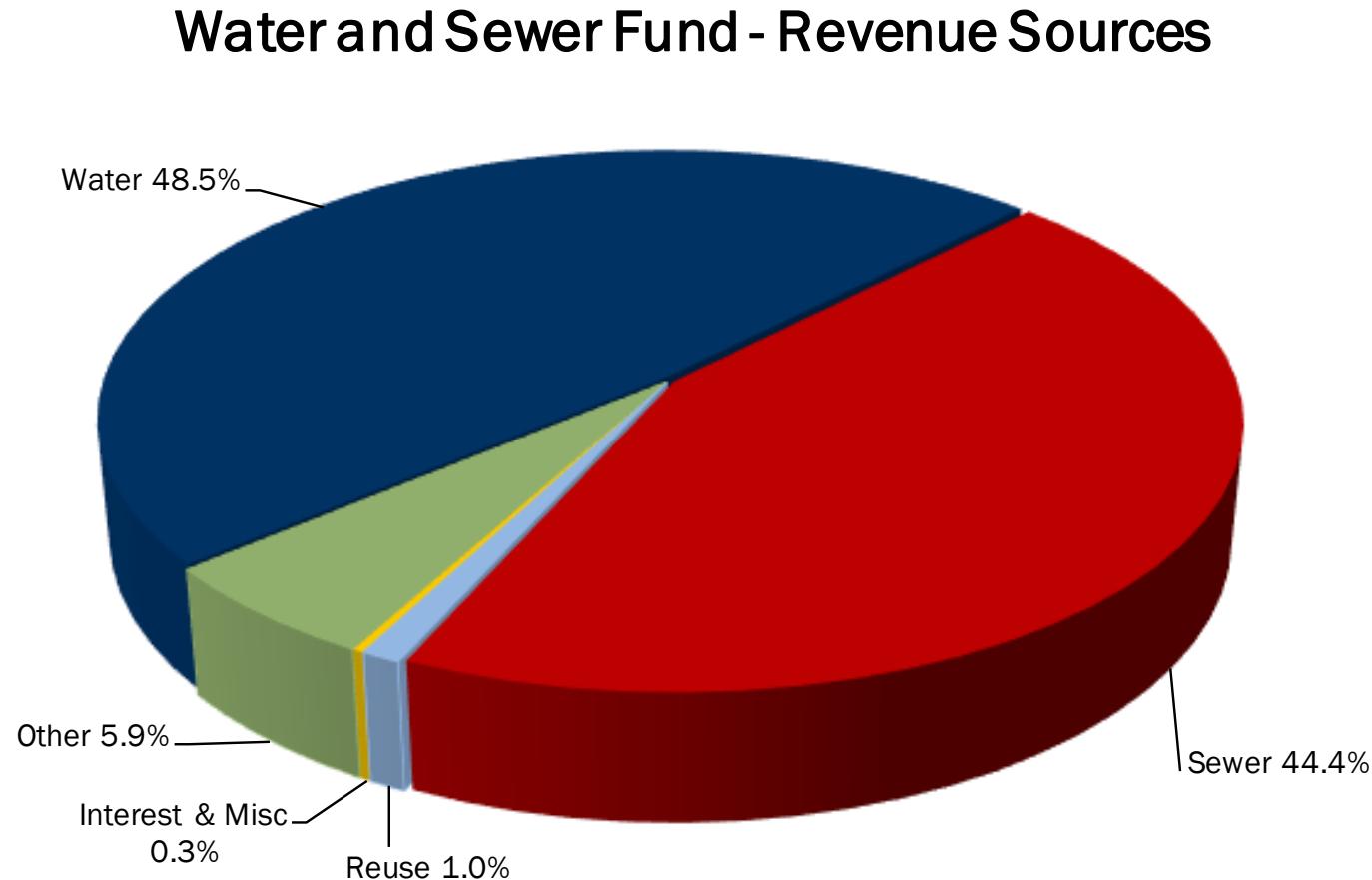
- Proposed return to budgeted FY2010 staffing level
- Parks and Recreation additions:
 - 1 Park Ranger at KSP (pp. 58-59)
 - 2 Maintenance Workers at Kerrville Sports Complex (p. 63)
 - 1 Tourism & Event Coordinator – partially HOT funded (p. 65)
- Engineering – Construction Inspector (p. 66)
- General Ops – Project Manager (p. 70)



Water and Sewer Fund FY2019 Highlights

- **2nd Largest Fund**
- Budget is balanced with \$12.5M in revenues and expenditures
- Includes volumetric rate increases of 4% for water and 2% for sewer
- Includes a full year of estimated revenues from expanded reuse customers
- Includes new debt service for Legion Lift Station loan from Texas Water Development Board
- Largest departments are Water Production and Water Reclamation

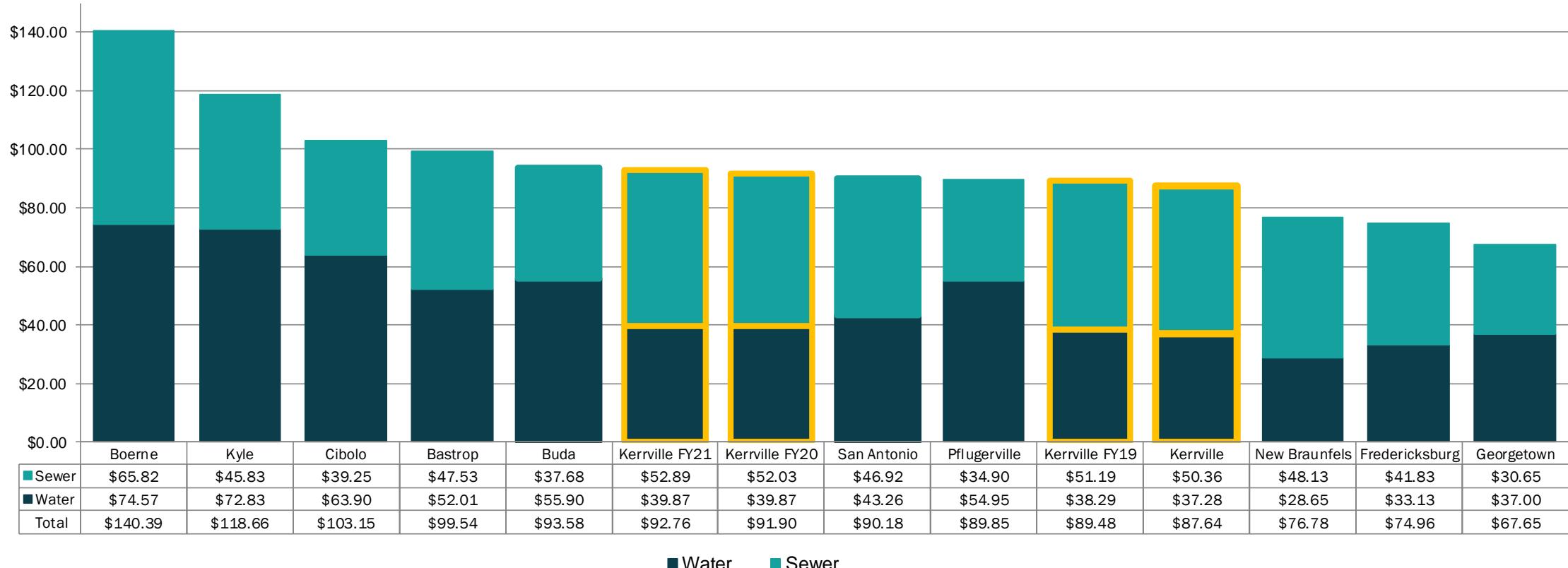
Water and Sewer Revenues – p. 92



- Total revenue budget of **\$12.5M**
- Water sales contribute **48.5% of revenue**, followed closely behind by sewer sales at **44.4%**
- Estimates for full year of reuse revenue for **Kerrville Sports Complex and Schreiner University**

Water and Sewer Rate Comparison - p. 92

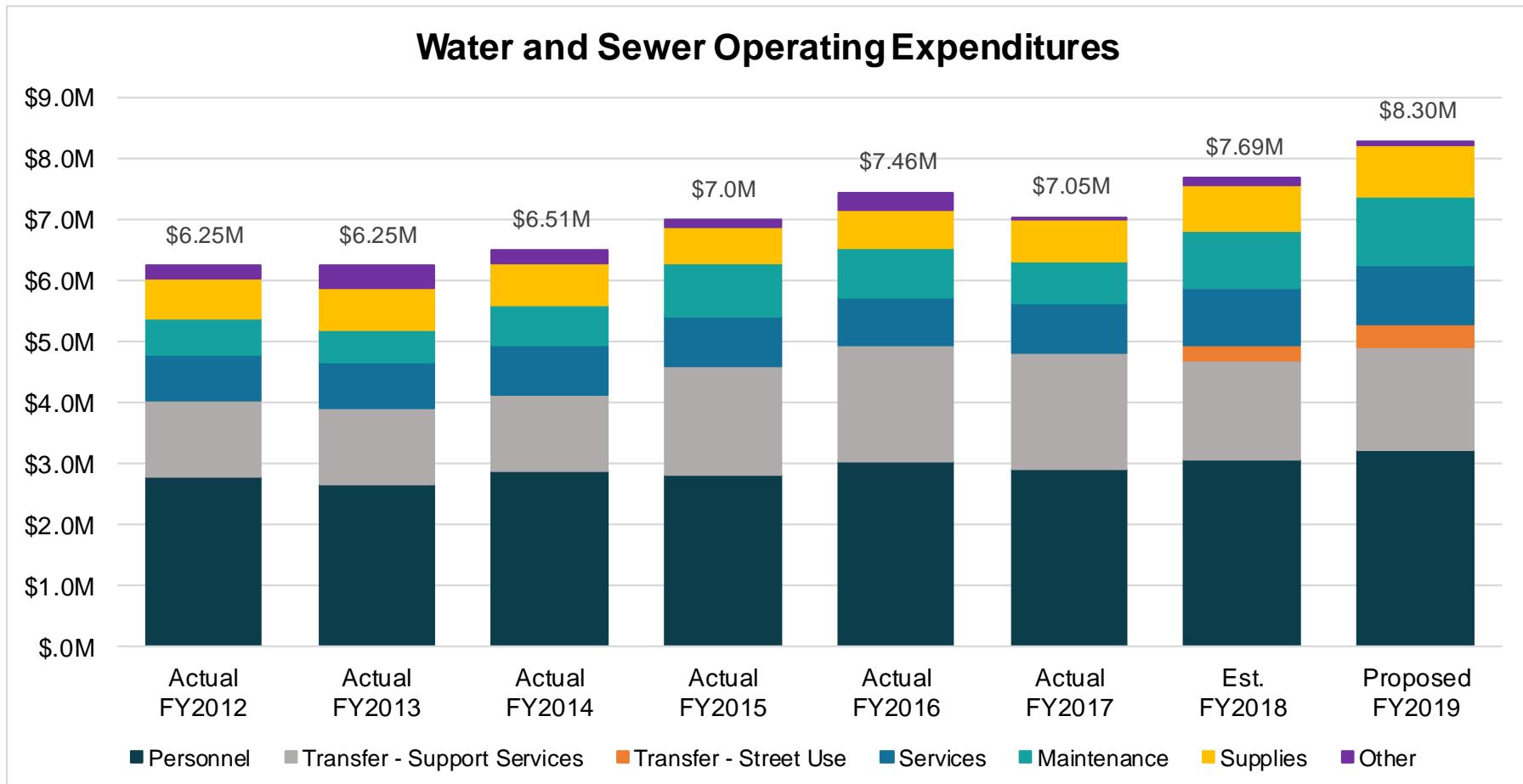
Water and Sewer Fees - Residential - 8,000 gallons



■ Water ■ Sewer

- Water rate increases: 4% in FY2019, 6% in FY2020
- Sewer rate increases: 2% in FY2019, 2% in FY2020, 2% in FY2021
- Average bill increase of \$1.31 for average 5,800 gallon residential bill in FY2019
- Rates remain similar to surrounding cities' current rates even after rate increases

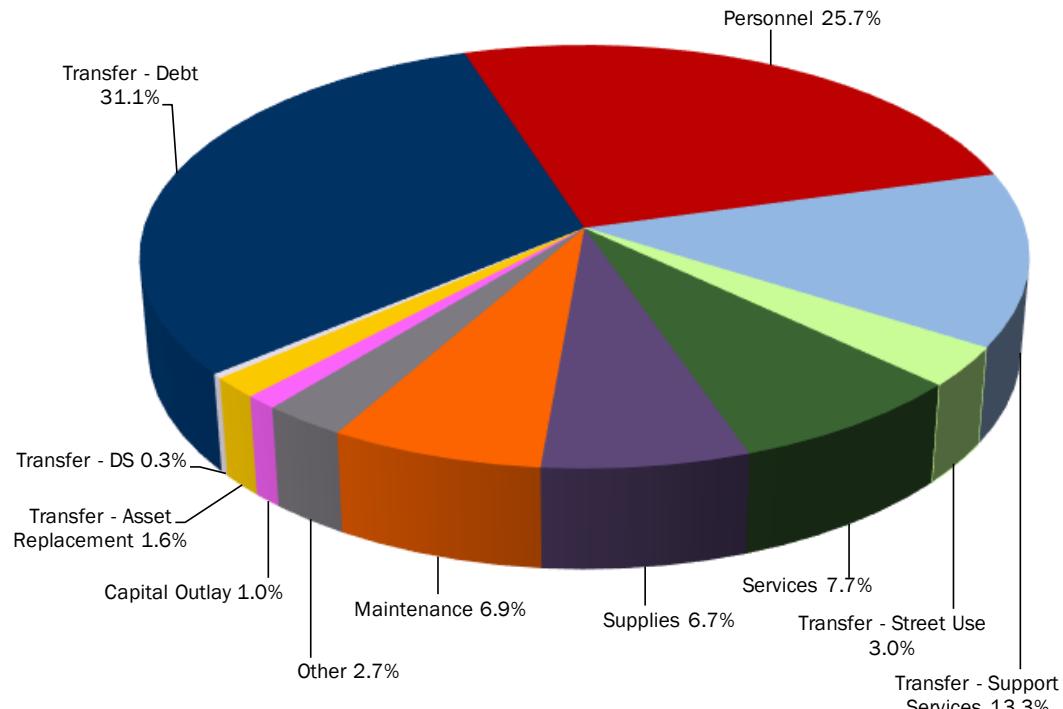
Water and Sewer Rates



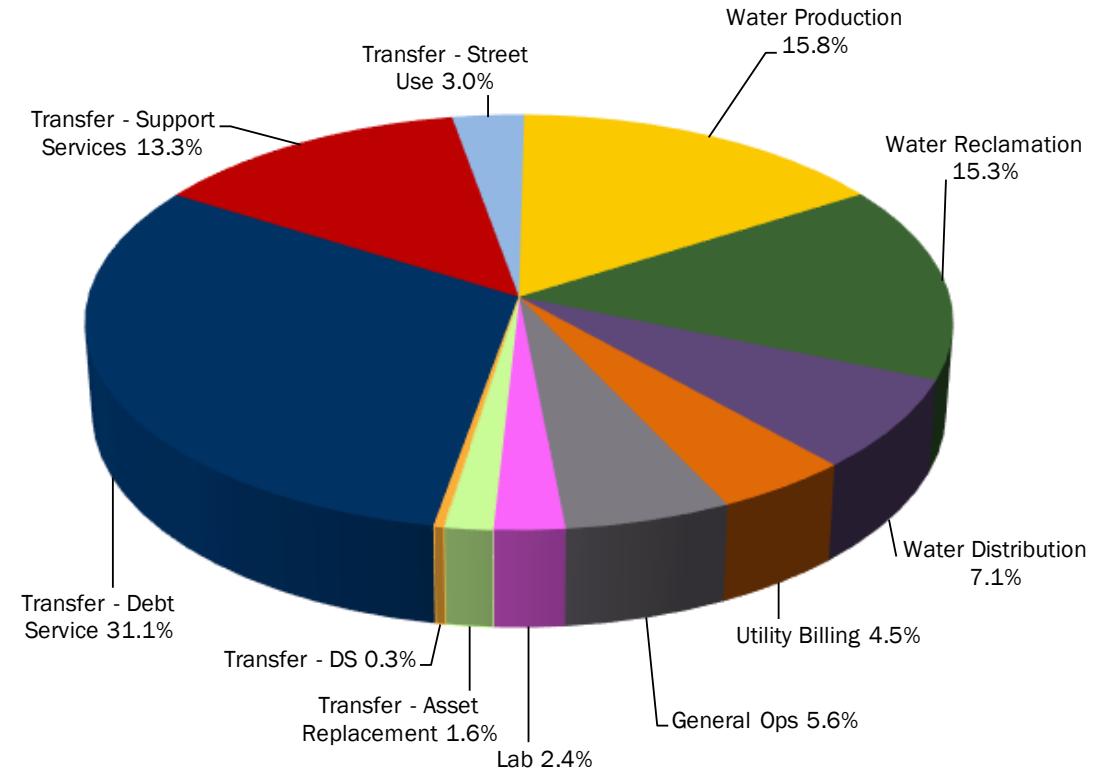
- From FY2012 to FY2019, operating expenditures have increased 32.9%
- Last volumetric water rate increase was in October 2012 (\$0.40 on each tier: 6%-15% increase)
- Last volumetric sewer rate increase was in October 2011 (18% increase)

Water and Sewer Expenditures – p. 100

Water and Sewer Fund - Expenditure by Category



Water and Sewer Fund - Expenditure by Department



- Proposed expenditures of \$12.5M
- Debt transfer includes estimated first year debt service for Legion Lift Station debt from TWDB
- One Chief Operator position added to Water Distribution
- \$250K contingency in Other and General Ops categories will be transferred as necessary for large repairs
- Transfer to General Fund includes 3% Street Use Fee

Water and Sewer Capital Projects – pp. 137-145

- Primary projects in FY2019 are Legion Lift Station expansion (\$9.85M) and TTHM Mitigation (\$4.1M)
- Legion Lift Station project will be funded with a \$2.0M contribution from EIC and debt funding from the Texas Water Development Board (TWDB) for the remainder
- TTHM Mitigation project will be funded with TWDB debt
- FY2019 includes \$1.8M for these projects:
 - Rehabilitate Water Reclamation's Oxidation Ditch
 - Rehabilitate Water Production's Clarifier
 - Potential New Well
 - Wastewater Master Plan Update
 - Additional System Looping
 - Long Range Water Plan



Water and Sewer Asset Replacement – p. 149

FY2019 expenditures include:

- Vacuum Excavation Trailer - \$105,000
- Well Site Generators - \$150,000
- Wheel Loader for Water Production - \$80,000
- Two 72" Mowers for Water Reclamation - \$22,000
- Lab Generator - \$10,000
- Water Reclamation Dump Truck - \$84,000 (replacing 2000 model)
- Water Reclamation 1 Ton Truck - \$45,600 (replacing 2002 model)



Water and Sewer Debt Service - p. 123

Debt Service Model - Water and Sewer Fund

Debt Capacity Analysis

Year	Legion Lift	TTHM	CIP	CIP	Total New Debt Service	Existing Annual Debt Service	Total Annual Debt Service	REVENUE		
	2018	2019	2023	2027				W&S Revenue Forecast	35% of Revenue Limit	Remaining Capacity
	\$7.85/2.25% 30 yr TWDB	\$4.1/2.25% 30 yr TWDB	\$10.0/3.0%	\$4.0/4.0%						
2019	155,000				155,000	3,745,583	3,900,583	12,528,732	4,385,056	484,473
2020	181,625	156,250			337,875	3,965,203	4,303,078	13,085,217	4,579,826	276,748
2021	371,513	232,388			603,901	3,697,477	4,301,378	13,373,601	4,680,760	379,383
2022	372,125	234,688			606,813	3,709,834	4,316,647	13,582,149	4,753,752	437,106
2023	372,625	236,875	333,333		942,833	3,720,483	4,663,316	13,795,827	4,828,539	165,223
2024	373,013	233,950	481,400		1,088,363	3,810,426	4,898,789	14,217,269	4,976,044	77,255
2025	368,288	236,025	672,350		1,276,663	3,793,786	5,070,449	14,553,961	5,093,886	23,437
2026	368,563	232,988	692,706		1,294,257	3,758,122	5,052,379	14,900,664	5,215,232	162,853
2027	368,725	234,950	695,556	214,111	1,513,342	3,730,533	5,243,875	15,257,710	5,340,198	96,324
2028	368,775	236,800	670,750	294,000	1,570,325	3,715,694	5,286,019	15,625,443	5,468,905	182,887

Assumptions:

1. Water rate increases:

FY2019 - 4%

FY2020 - 6%

2. Sewer rate increases:

FY2019 - 2%

FY2020 - 2%

FY2021 - 2%

General Capital Projects - pp. 126-136

- Primary projects in FY2019:
 - Tennis Center Renovation - \$1.5M funded from EIC
 - Downtown & Garage Streetscape Improvements - \$765K funded from EIC
- Other FY2019 expenditures include:
 - Landfill Expansion Permitting: \$181K
 - Development Services Software: \$79K
 - Public Safety Complex Study: \$150K
 - Rewrite of Development Codes: \$300K
 - Enclose Clock Tower Elevator: \$210K
 - Drainage Master Plan: \$200K
 - Pavement Master Plan: \$100K



General Asset Replacement – p. 148

FY2019 vehicle expenditures include:

- Pumper Truck - \$650K (replacing 2001 model)
- 2 Ambulance Box Remounts - \$149K each (14 year life for box, 7 year chassis life)
- 2 Vehicles for Fire - \$87K for both (replacing 2008 and 2009 models)
- 3 Patrol Vehicles - \$37K each (replacing 2013 and 2014 models)
- 2 Parks Maintenance Trucks - \$30K each (replacing 2001 and 2002 models)
- 1 Streets Truck - \$30K (replacing 2005 model)
- 1 Building Services Truck - \$27K (replacing 2007 model)



General Asset Replacement – p. 148

FY2019 equipment expenditures include:

- 1 Lucas Automated Chest Compression Device (EMS) - \$20K
- 1 Mower and 1 Topdresser at Kerrville Sports Complex - \$55K for both
- 2 Mowers and 1 Cart at Kerrville-Schreiner Park - \$25K for all
- 2 Servers and a Wireless Controller - \$41K for all



General Debt Service – p. 117

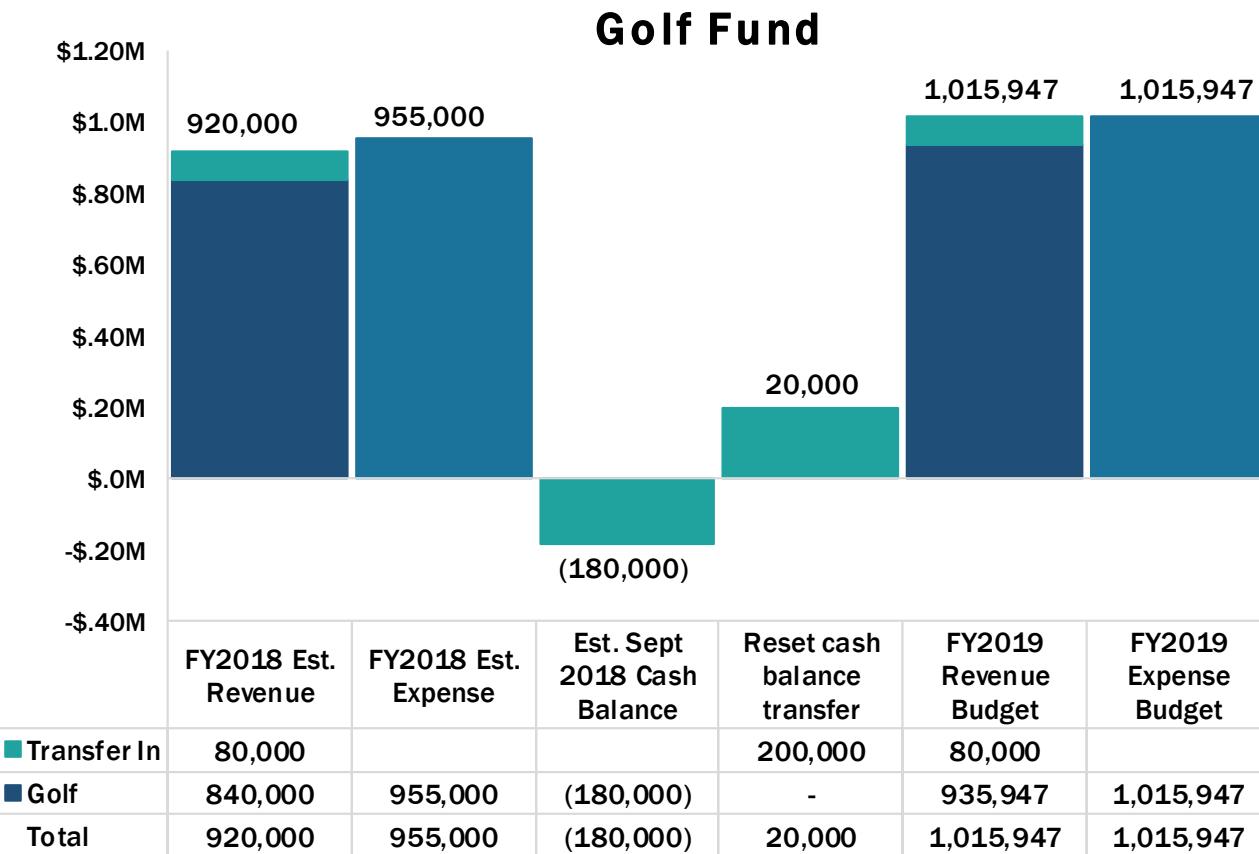
Debt Service Model - General Fund

Debt Capacity Analysis

Year	DEBT SERVICE						REVENUE	CASH	RATE
	2020 \$11 M/3.00%	2021 \$2.5 M/3.00%	2023 \$9.5 M/3.00%	Total New Debt Service	Existing Annual Debt Service (excludes EIC supported)	Total Annual Debt Service			
2019					1,437,321	1,437,321	1,482,225	44,904	0.0735
2020	393,167			393,167	984,433	1,377,599	1,519,281	141,681	0.0735
2021	493,100	37,083		530,183	994,858	1,525,041	1,557,263	32,222	0.0735
2022	520,900	130,000		650,900	946,475	1,597,375	1,597,751	376	0.0735
2023	673,550	128,350	140,917	942,817	508,325	1,451,142	1,637,695	186,554	0.0735
2024	560,900	126,700	478,000	1,165,600	506,325	1,671,925	1,678,638	6,713	0.0735
2025	563,100	130,050	500,850	1,194,000	509,625	1,703,625	1,720,604	16,979	0.0735
2026	560,000	128,250	492,550	1,180,800	512,750	1,693,550	1,763,619	70,069	0.0735
2027	561,750	131,450	490,950	1,184,150	509,750	1,693,900	1,807,709	113,809	0.0735
2028	563,200	129,500	489,200	1,181,900	366,100	1,548,000	1,852,902	304,902	0.0735

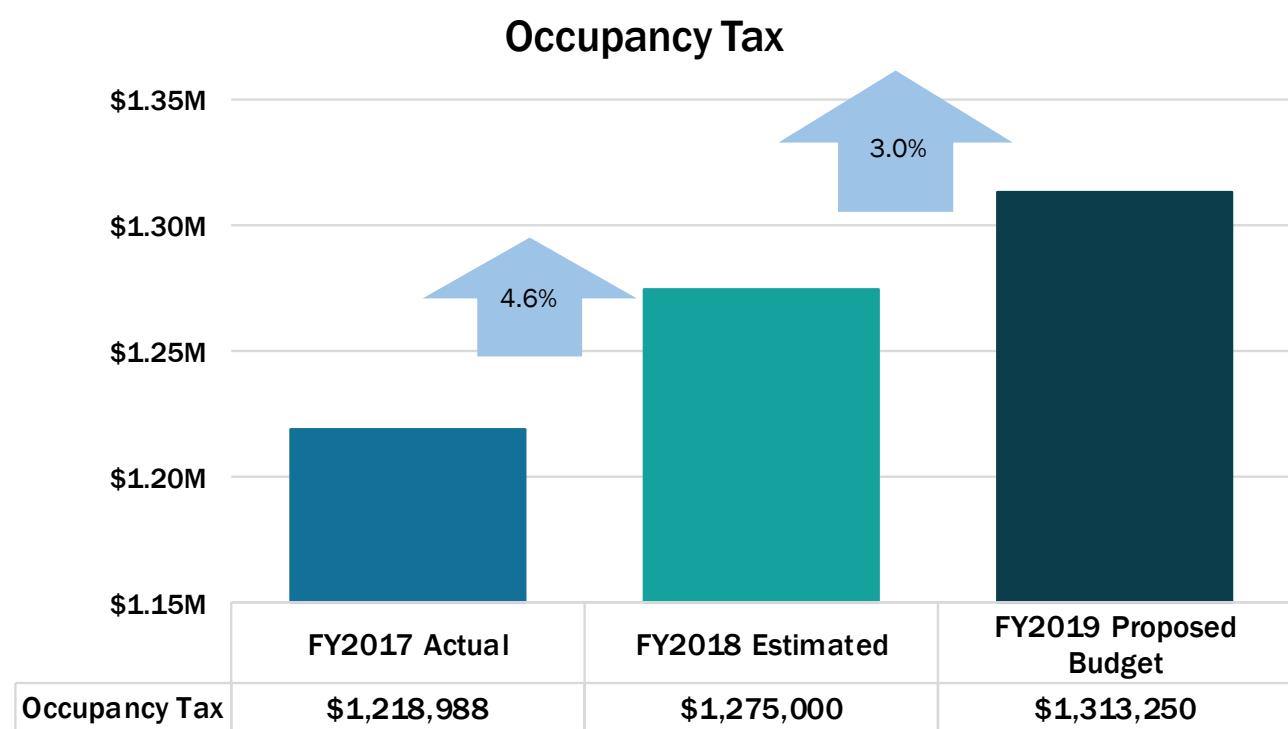
Assumes potential bond election in May 2019 with debt issued in 3 tranches as shown above

Golf Fund – pp. 152 - 154



- Proposed \$200K FY2018 transfer to reset negative cash balance position
- FY2019 includes:
 - \$80,000 transfer (\$70,000 from General Fund, \$10,000 from HOT)
 - Additional Toro equipment under new lease at the same rate as previous lease
 - Overseeding of greens
 - Net replacements
 - Drainage improvements

Hotel Occupancy Tax and HOT Reserve Funds – pp. 150-151



- **FY2019 includes funding for:**
 - CVB Funding: \$942K (3% increase)
 - Arts Coop (CVB): \$60K
 - 4th on the River, Festival of the Arts, Triathlon: \$25K each
 - Playhouse 2000: \$50K for operations, \$50K grant match
 - Events Coordinator: \$25K
 - Golf Tournaments: \$10K
 - Contingency: \$101K
- **Fund balance in both funds currently earmarked for tourism facilities**

Next Steps

1. 06/19/18 Budget Workshop - General Fund
2. 07/23/18 Budget Workshop - Water & Sewer Fund
Capital Projects
Other Funds
3. 07/25/18 Certified Tax Roll received from KCAD
4. 07/30/18 Effective Tax Rate calculation received from Kerr County
5. 07/31/18 Proposed Budget filed with City Secretary
6. 08/14/18 Presentation of Official Proposed Budget
Resolution to Set Proposed Tax Rate
7. 08/28/18 Public Hearing - Budget
First Reading - Budget Ordinance
Tax Ordinance
8. 09/11/18 Second Reading - Budget Ordinance
Tax Ordinance
Fee Schedule Resolution



Next Steps

- Adopt resolution 32-2018 setting forth the ad valorem tax rate to be considered for adoption for the 2018 tax year and calling a public hearing prior to the adoption of the fiscal year 2019 budget as required by both the City's Charter and state law.



Questions?





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

SUBJECT: Resolution 34-2018 creating the Code Review Committee pursuant to the City's adoption of the Kerrville 2050 Comprehensive Plan.

AGENDA DATE OF: 8/14/2018 **DATE SUBMITTED:** 7/31/2018

SUBMITTED BY: Mark McDaniel

EXHIBITS: Resolution 34-2018

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

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	H – Housing and Neighborhoods	
Guiding Principle	H2 - Maintain the quality and value of existing neighborhoods	
Action Item	N/A	

SUMMARY STATEMENT:

The Code Review Committee will act in an advisory capacity to City Council on improving the City's development codes and policies. The Code Review Committee shall review the following development topics: zoning, landscape and tree preservation, signs, short-term rentals, subdivisions, park dedications, sidewalks, night sky, water conservation, and other topics cited in Kerrville 2050 related to development.

RECOMMENDED ACTION:

Adopt Resolution No. 34-2018.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 34-2018**

**A RESOLUTION CREATING THE CITY OF KERRVILLE CODE
REVIEW COMMITTEE PURSUANT TO THE CITY'S ADOPTION
OF THE KERRVILLE 2050 COMPREHENSIVE PLAN**

WHEREAS, City Council recently adopted *Kerrville 2050* as the new comprehensive plan for the City of Kerrville, Texas; and

WHEREAS, a portion of *Kerrville 2050* concerns goals and strategies with respect to the consideration, recommendation, and adoption of various development related codes; and

WHEREAS, pursuant to *Kerrville 2050*, City Council believes it to be in the public interest to create a Code Review Committee to consider such issues and report its findings and conclusions to Council; and

WHEREAS, the Code Review Committee will act in an advisory capacity to City Council as to improving the City's development codes and policies and in setting priorities to ensure that the most pressing development needs of the City are addressed first;

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

SECTION ONE. City Council hereby creates the Code Review Committee (the "CRC") to review and consider recommendations regarding development related codes cited for possible consideration within *Kerrville 2050*.

SECTION TWO. The CRC shall review the following development topics and/or policies as to adoption, revision, or other recommendations:

- Zoning, including review of existing zoning map (districts);
- Landscape and tree preservation;
- Signs;
- Short term rentals;
- Subdivisions;
- Park dedications;
- Sidewalks;
- Night sky;
- Water conservation; and
- Other topics cited by *Kerrville 2050* related to development.

SECTION THREE. Each Councilmember, including the Mayor, shall appoint three (3) persons to the CRC, not including him or herself, with the requirement that:

- a) each appointee be a resident of Kerrville at the time of appointment;
- b) at least one of each Councilmember's appointments include a member of the *Kerrville Comprehensive Plan Steering Committee* or one of the seven subcommittees as indicated on the attachment found at **Exhibit A**; and
- c) the Mayor appoints the Chair of the CRC from amongst his appointees.

SECTION FOUR. The CRC will convene by holding its first meeting in September 2018. Thereafter, the CRC shall make periodic reports to City Council with respect to its findings and conclusions. City Council anticipates that the CRC will conclude its work within 9 months, although its recommendations regarding a particular code(s) may occur periodically and within this timeframe.

SECTION FIVE. The CRC is subject to Resolution No. 31-2017 and the procedures established therein to extent that the resolution does not conflict with anything herein. In addition, the CRC is subject to the *Procedural Rules (for) City Boards*, as may be amended. The City Manager will provide both Resolution No. 31-2017 and the *Procedural Rules* to the CRC.

SECTION SIX. Each Councilmember may replace any one of his/her appointments to the CRC should an appointee resign, fail to attend or participate in meetings, or for any other reason, without Council approval.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda Craig, City Secretary

EXHIBIT A

COMPREHENSIVE PLAN STEERING COMMITTEE MEMBERS

Name

Lynda Ables
Danny Almond
John Baker
Leeland Barnes
Don Barnett
Leslie Barnett
George Baroody
Bill Blackburn
Mark Bosma
Ray Buck
Linda Bullard
James Craft
Elaine Dreeban
Judy Eychner
Warren Ferguson
John Fleckenstein
Mark Foust
Fred Gamble
Sandra Garcia
Karen Guerriero
Sarah Hammond-Distel
Garrett Harmon
Dr Ernesto Hernandez
T David Jones
Ward Jones
Walter Koenig
Adrienne Krueger
Marty Lenard
Jonathan Letz
Carolyn Lipscomb
Charlie McCormick
Charlie McIlvain
Joe McKay
Tom Moser
Allen Noah
Delayne Sigerman
Michael Sigerman
Mary Ellen Summerlin
Amber Thomason
Vincent Voelkel
Robert Waller
Mike Wellborn
Bonnie White
Tina Woods
Rustin Zuber

SUBCOMMITTEES**1. Economic Development****COUNCIL APPOINTEES****Chair: Walt Koenig**

Glenn Andrew
Gregg Appel
Kim Clarkson
Gary Cooper
Tom Houdeshell
Dottie Johnson
Jenny Jones
Terry Massey
Kent McKinney
Kyle Priour

2. Community/ Neighborhood Character/Placemaking**Chair: Sarah Hammond-Distel**

Rodney Bacon
Bill Blackburn
Lindsey Blankenship
Sharon Constantindes
Ken Ellenwood
Kimber Falkenburg
Roman Garcia
Larry Howard
~~Jan Lynch~~
Stephen Lynch
Howell Ridout

3. Mobility (Transportation)**Chair: Jonathan Letz**

Clarice Amann
Karen Burkett
Mike Coward
Dennis Ferguson
Blair Geisler
Roderigo Gonzalez
Barry Hodkin
Clay Lambert
Lisa Nye-Salladin
Matt Olden

4. Water/Wastewater/Drainage**Chair: Mike Wellborn**

David Barker
Tara Bushnoe
John Harrison
John Junker
Diane McMahon
Mike Mecke
Carl Meek

Fred Speck
Lee Voelkel
Gene Williams

5. Public Facilities & Services

Chair: Tina Woods

D.R. Coleman
Gary Dickson
Kirk Griffin
David Lipscomb
Janet McKinney
Alex Monroe
Bill Morgan
Tim Summerlin
Kenneth Wilke
Mike Wittler

6. River Corridor/Parks/
Open Space

Chair: Karen Guerriero

Rose Bradshaw
Barbara Burton
Frank Dunlap
Preston Hardin
Jim Leavell
Mary Muse
Greg Peschel
Randy Purswell
Ed Wallace
Sharon Walling

7. Downtown Revitalization

Chair: T David Jones

Stephen Fine
Stephen Foley
Laura Fore
Ed Hamilton
Tom Hawkins
Joe Herring
Keri Kropp
Clint Morris
Bruce Stracke
James Williamson



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

SUBJECT: City Council Procedural Rules for Meetings and Ethics Policy

AGENDA DATE OF: 8/14/2018

DATE SUBMITTED: 8/7/2018

SUBMITTED BY: Cheryl Brown

EXHIBITS: None

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

This is a council requested item.

RECOMMENDED ACTION:

To be determined by Council.