

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY MARCH 22, 2011, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, March 22, 2011, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Nick and Michelle Hutchinson of the Salvation Army.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Mark Beushausen of the Corporal Jacob C. Leicht Memorial AMVETS Post 1000, and accompanied by his six-year old daughter, Payton.

1. VISITORS/CITIZENS FORUM:

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

2. PRESENTATIONS:

2A. Resolution of commendation to Brenda Hughes for serving on the food service advisory board. (Staff)

2B. Resolutions of commendation to Matt Sletten and Melissa Schneider for serving on the main street advisory board. (Staff)

2C. Presentation of the Texas Police Chiefs Association's certificate of recognition to the Kerrville Police Department. (Staff)

2D. Presentation of award: Certificate of Merit to Investigator Darin Trahan. (Staff)

2E. Presentation of award: Police Commendation to Lieutenant Curtis Thomason. (Staff)

3. CONSENT AGENDA:

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

3A. Approval of the minutes of the regular city council meeting held February 22, and the joint meeting of March 2, 2011. (Staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time: March 18, 2011 at 1:20 pm and remained posted continuously for at least 72 hours proceeding the scheduled time of the meeting.



City Secretary, City of Kerrville, Texas

3B. A resolution amending the resolution that ordered the holding of the general election to be held on May 14, 2011, by changing the location of the central counting station. (Staff)

3C. Approval of a request for proposal for bank depository services and authorization for staff to seek bids. (Staff)

3D. Approval of sidewalk café permit at 201 Earl Garrett (Francisco's). (Staff)

3E. Authorize donation of office furniture to Hill Country Home Opportunity Council, a 501(c)(3) charity, and finding that such donation is supported by a public purpose. (Staff)

END OF CONSENT AGENDA

4. PUBLIC HEARINGS:

4A. Annexing several tracts of land consisting of approximately 278.4 acres along with adjacent and intervening public rights-of-way including Interstate 10 between the existing city limits and being generally located beginning northeast of the intersection of Morris Road and Town Creek Road, continuing in a northerly direction along Town Creek Road, across and including Interstate 10, then north through an undeveloped tract, and terminating at the James Avery Craftsman Campus, as located on the southeastern corner of the intersection of Harper Road (RR783) and Avery Road. (Staff)

4B. Annexing an approximate 43.72 acre tract of land, being all of the James Avery Craftsman campus and those portions of Avery Road North and Lessie Lane. (Staff)

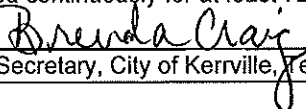
5. PUBLIC HEARINGS AND ORDINANCES FIRST READING:

5A. An ordinance amending the city's "Zoning Code" to revise Article 11-I-19 "Special Development Regulations for Specific Uses" in its entirety to include changing the title of the article to "Supplementary Development Requirements" and adding development requirements to specific land uses within any zoning 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. (Staff)

5B. An ordinance amending the city's "Zoning Code" to revise Article 11-I-20 "Off-Street Parking and Loading Requirements" in its entirety to make amendments which include increasing the parking requirement for various uses, requiring specific types of paving for parking lots, requiring stacking areas for uses utilizing drive-through services, requiring lights for parking lots used at night, and establishing an appeal process; 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. (Staff)

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City Secretary, City of Kerrville, Texas

5C. An ordinance amending the city's "Zoning Code" to revise Article 11-I-6 "Zoning Districts—Central City" by creating a new zoning district, the central business district, which will include and rezone parts of current zoning districts C-11, C-12, residential transition, and all of zoning district C-18; providing for use regulations within said district; and making other amendments to the zoning code to account for the new 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. (Staff)

6. ORDINANCES FIRST READING:

6A. An ordinance amending Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas" of the Code of Ordinances of the City of Kerrville, Texas, by amending various sections to revise operating hours, establish use restrictions for the boardwalk pavilion, address age requirements for the use of the swimming pool, clarify the prohibition of the use of motor vehicles within the city parks, and make the alcohol regulations within Kerrville Schreiner Park consistent with other city parks; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject. (Staff)

7. CONSIDERATION AND POSSIBLE ACTION:

7A. Request the subject of building a new city hall be put to a public vote on the May 2011 ballot, to address whether the citizens of Kerrville want to spend money to build a new city hall. (Trevor Hyde)

7B. Request discussion of plans to build a new city hall building on the former Peterson Hospital site at Hwys. 16 and 27 and plans should not proceed until the citizens of Kerrville have had the opportunity to vote on the issue. (Michael Burniston)

7C. Authorize professional services agreement with Peter Lewis Architect + Associates, PLLC for design of the city hall facility and renovation of adjacent administrative space in an amount not to exceed \$202,250.00. (Staff)

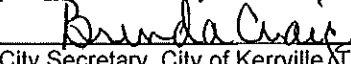
7D. Interlocal agreements between the City of Kerrville and Kerr County for joint operations. (staff)

7E. Update and direction to staff regarding the river trail project. (staff)

7F. Update regarding Lower Colorado River Authority Transmission Services Corporation's (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354). (staff)

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

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City Secretary, City of Kerrville, Texas

8. INFORMATION AND DISCUSSION:

8A. Kerrville's Fourth on the River committee report. (Staff)

8B. Economic update. (staff)

9. 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.

10. EXECUTIVE SESSION:

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

Section 551.071:

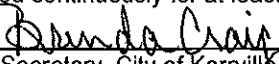
- LCRA Transmission Services Corporation proposed McCamey D to Kendall to Gillespie 345-kV CREZ Transmission Line in Schleicher, Sutton, Menard, Kimble, Mason, Gillespie, Kerr, and Kendall Counties, Texas. Public Utility Commission of Texas (PUC) Docket No. 38354.

11. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION

12. ADJOURNMENT.

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time: March 18, 2011 at 11:00pm and remained posted continuously for at least 72 hours proceeding the scheduled time of the meeting.

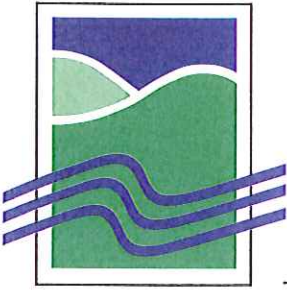


City Secretary, City of Kerrville, Texas

Agenda Item:

(Staff)

- 2A. Resolution of commendation to Brenda Hughes for serving on the food service advisory board.



CITY OF KERRVILLE
MAYOR AND CITY COUNCIL
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, BRENDA HUGHES has served as a member of the Food Service Advisory Board with the date of service beginning November 22, 2005; and

WHEREAS, BRENDA HUGHES has served faithfully and dutifully on said board;

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

That **BRENDA HUGHES** be recognized for outstanding service as a member of the Food Service Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 22nd day of March, 2011.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

David Wampler

David Wampler, Mayor

Bruce Motheral

Bruce Motheral, Mayor Pro Tem

Stacie Keeble

Stacie Keeble, Councilmember

T. Scott Gross

T. Scott Gross, Councilmember

E.G. Allen

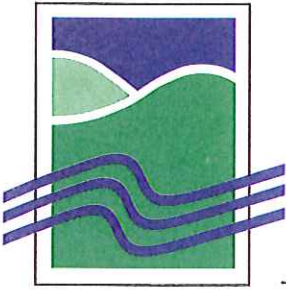
E.G. Allen, Councilmember



Agenda Item:

(Staff)

2B. Resolutions of commendation to Matt Sletten and Melissa Schneider for serving on the main street advisory board.



CITY OF KERRVILLE
MAYOR AND CITY COUNCIL
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

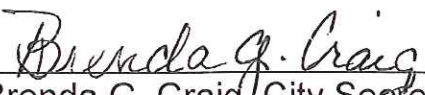
WHEREAS, MATT SLETTEN has served as a member of the Main Street Advisory Board with the date of service beginning February 13, 2007; and

WHEREAS, MATT SLETTEN has served faithfully and dutifully on said board;

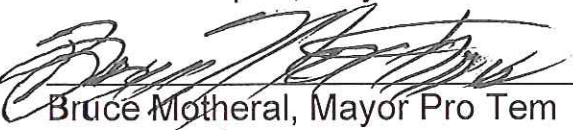
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

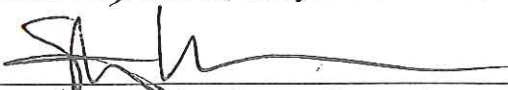
That **MATT SLETTEN** be recognized for outstanding service as a member of the Main Street Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

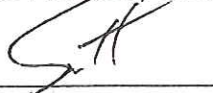
PASSED AND APPROVED, this the 22nd day of March, 2011.
ATTEST:


Brenda G. Craig, City Secretary


David Wampler, Mayor

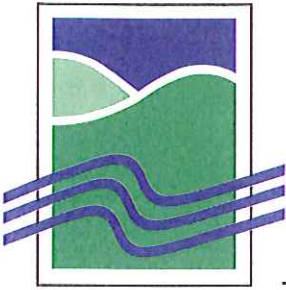

Bruce Motheral, Mayor Pro Tem


Stacie Keeple, Councilmember


T. Scott Gross, Councilmember


E.G. Allen, Councilmember





CITY OF KERRVILLE

MAYOR AND CITY COUNCIL

800 Junction Highway

Kerrville, Texas 78028

830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, MELISSA SCHNEIDER has served as a member of the Main Street Advisory Board with the date of service beginning June 16, 2005; and

WHEREAS, MELISSA SCHNEIDER has served faithfully and dutifully on said board;

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

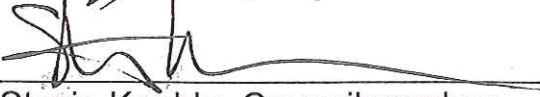
That **MELISSA SCHNEIDER** be recognized for outstanding service as a member of the Main Street Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

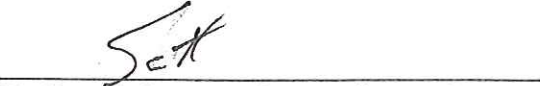
PASSED AND APPROVED, this the 22nd day of March, 2011.
ATTEST:

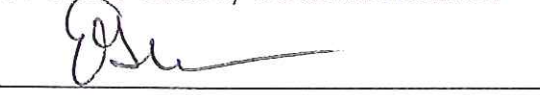

Brenda G. Craig, City Secretary


David Wampler, Mayor


Bruce Motheral, Mayor Pro Tem


Stacie Keeble, Councilmember


T. Scott Gross, Councilmember


E.G. Allen, Councilmember



Agenda Item:

(Staff)

- 2C. Presentation of the Texas Police Chiefs Association's certificate of recognition to the Kerrville Police Department.

**BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Presentation of the Texas Police Chiefs Association's Certificate of Recognition

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 9, 2011

SUBMITTED BY: Chief John Young **CLEARANCES:** Todd Parton, City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Law Enforcement Recognition Program is a voluntary process where police agencies in Texas prove their compliance with 164 Texas Law Enforcement Best Practices. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk and the protection of individual's rights.

Being "Recognized" means that the agency has proven that it meets or exceeds all of the identified Best Practices for Texas Law Enforcement. These Best Practices cover aspects of law enforcement operations such as use of force, protection of citizen rights, pursuits, property and evidence management, and patrol and investigative operations.

Recognition Program Standards address these areas in an attempt to minimize risk and increase officer safety and training. While being "Recognized" does not guarantee an agency will not make a mistake, it does ensure that the agency has studied these critical issues, has developed policy and procedures to address them and has systems in place to identify and correct problems.

RECOMMENDED ACTION

Certificate of Recognition will be presented by Mr. James McLaughlin, Executive Director Texas Police Chiefs Association and Recognition Committee member Chief Scott Rubin, Fair Oaks Ranch Police Department

Agenda Item:

(Staff)

- 2D. Presentation of award: Certificate of Merit to Investigator Darin Trahan.

**BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Presentation of Awards: Certificate of Merit – Investigator Darrin Trahan

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 9, 2011

SUBMITTED BY: Chief John Young **CLEARANCES:** Todd Parton, City Manager

EXHIBITS: Nomination Documents

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Police Department established an awards and recognition program in December 2005 to recognize police officers meritorious service. Supervisors who observe or receive information regarding the actions of any officer, which in their opinion would qualify the officer for an award, will submit a report to the Meritorious Conduct Board for review.

Investigator Trahan responded to an "unattended death" that initially appeared to be the result of an accident. However, comments made at the crime scene by a roommate led Investigator Trahan to question whether the death was the result of an accident. Although an autopsy confirmed his suspicions, those findings were not enough to seal a conviction. Investigator Trahan's persistence and skillful interrogation of the roommate led to a confession, conviction, and a 12 year prison sentence.

RECOMMENDED ACTION

Based upon the complexity of the case and the outstanding performance by Investigator Trahan, he is being awarded the Kerrville Police Department's "Certificate of Merit".



City of Kerrville
Police Department
429 Sidney Baker
Kerrville, Texas
78028-5069
830.792.2710 (O)
830.792.2711 (F)
joe.lanning@kerrvilletx.org

MEMORANDUM

TO: Meritorious Conduct Board

FROM: Joseph Lanning, Lieutenant *J.L.* *APPROVED 2-14-11*

DATE: November 19, 2010

SUBJECT: Inv. Darin Trahan – Tucker Barrett McDonald Murder

Members,

On June 12, 2009, Inv. Darin Trahan responded to an "Unattended Death" call on Hunt St. Initially the facts provided by the crime scene and the roommate, Marcia Grant seemed to indicate the victim, Tucker B. McDonald may have died as a result of an accident. Inv. Trahan was assigned the follow-up investigation.

Because of certain comments made at the crime scene by Ms. Grant, Inv. Trahan felt there was considerably more to this death than an accident. An autopsy report confirmed this investigator's suspicions. But even armed with this information, those findings were not enough to seal a conviction. As a result of Inv. Trahan's persistence and a skillful interrogation of the roommate, he was able to prove Mr. McDonald died at the hands of Marcia Grant. The interrogation of Ms. Grant was extremely difficult from an investigative standpoint because there was little direct evidence of her guilt. Trahan was able to obtain a confession from Ms. Grant. As a result, Ms. Grant was found guilty and received a 12 year prison sentence.

Based upon the complexity of this case and the outstanding performance by Inv. Trahan, I am recommending Darin for a "Certificate of Merit".

CERTIFICATE OF MERIT

KERRVILLE POLICE DEPARTMENT

Awarded to
Investigator J. Darin Trahan

For exemplary conduct and excellence in police performance.
And whose perseverance, devotion to duty and diligent
endeavors have added immeasurably to the furtherance of the
police profession and bringing recognition to the Department.

March 22, 2011

DATE

Jack M. Young
CHIEF OF POLICE



Agenda Item:

(Staff)

- 2E. Presentation of award: Police Commendation to Lieutenant Curtis Thomason.

**BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Presentation of Awards – Police Commendation Lieutenant Curtis Thomason

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 9, 2011

SUBMITTED BY: Chief John Young **CLEARANCES:** Todd Parton, City Manager

EXHIBITS: Nomination Document

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$	\$	\$	
PAYMENT TO BE MADE TO:			
REVIEWED BY THE FINANCE DIRECTOR:			

SUMMARY STATEMENT

The Texas Police Chiefs Association established a "best practices" recognition program for municipal agencies as a voluntary process where police agencies in Texas prove their compliance with 164 Texas Law Enforcement Best Practices. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk and the protection of individual's rights.

Lieutenant Curtis Thomason was assigned the collateral duties of Program Coordinator for the police department's recognition program efforts. He was tasked with reviewing our current policies and procedures manual, our physical plant, property/evidence processing and storage as well as equipment inventory. He developed a plan and initiated it in January 2010. During the next 12 months, he coordinated policy and procedure drafts and updates with appropriate personnel and submitted them electronically to the Texas Police Chiefs Association Foundation assessors for approval. He also developed a strategy to ensure that our physical plant, property/evidence processing and storage and equipment would meet the recognition requirements. In early February 2011 Lieutenant Thomason completed his tasks and requested an onsite assessment as required by the recognition program.

The Texas Police Chiefs Association assigned two experienced assessors to conduct an on-site visit to review our recognition program efforts. On February 24, we received notification from the Recognition Committee Chair that we received "Recognized" status.

Lieutenant Thomason dedicated the better part of a year to ensure that the Kerrville Police Department received the distinction of "Recognized" status. Additionally he also maintained his

duties as Patrol Commander, providing guidance, counseling and direction to all patrol personnel. His highly professional contributions contributed to the success of this difficult project.

RECOMMENDED ACTION

Lieutenant Curtis Thomason will be awarded the Kerrville Police Department Police Commendation for his outstanding work and contributions to the success of our "Recognized" status.



City of Kerrville
Police Department
429 Sidney Baker
Kerrville, Texas
78028-5069
830.792.2700 (O)
830.792.2702 (F)
john.young@kerrvilletx.gov

MEMORANDUM

TO: Meritorious Conduct Board

FROM: John M. Young, Jr. Chief of Police

DATE: February 28, 2011

SUBJECT: Meritorious Conduct Board – Lieutenant Curtis Thomason

The Texas Police Chiefs Association established a "best practices" recognition program for municipal agencies as a voluntary process where police agencies in Texas prove their compliance with 164 Texas Law Enforcement Best Practices. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk and the protection of individual's rights.

Being "Recognized" means that the agency has proven that it meets or exceeds all of the identified Best Practices for Texas Law Enforcement. These Best Practices cover aspects of law enforcement operations such as use of force, protection of citizen rights, pursuits, property and evidence management, and patrol and investigative operations.

Recognition Program Standards address these areas in an attempt to minimize risk and increase officer safety and training. While being "Recognized" does not guarantee an agency will not make a mistake; it does ensure that the agency has studied these critical issues, has developed policy and procedures to address them and has systems in place to identify and correct problems.

Lieutenant Curtis Thomason was assigned the collateral duties of Program Coordinator for the police department's recognition program efforts. He was tasked with reviewing our current policies and procedures manual, our physical plant, property/evidence processing and storage as well as equipment inventory. He developed a plan and initiated it in January 2010. During the next 12 months, he coordinated policy and procedure drafts and updates with appropriate personnel and submitted them electronically to the Texas Police Chiefs Association Foundation assessors for approval. He also developed a strategy to ensure that our physical plant, property/evidence processing and storage and equipment would meet the recognition requirements. In early February 2011 Lieutenant Thomason completed his tasks and requested an onsite assessment as required by the recognition program.

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Lieutenant Thomason dedicated the better part of a year to ensure that the Kerrville Police Department received the distinction of "Recognized" status. Additionally he also maintained his duties as Patrol Commander, providing guidance, counseling and direction to all patrol personnel. His highly professional contributions contributed to the success of this difficult project and he is recommend to receive the Police Commendation Bar.

POLICE COMMENDATION

KERRVILLE POLICE DEPARTMENT

*Awarded to
Lieutenant Curtis Thomason*

For a highly professional degree of accomplishment and outstanding contributions to the Kerrville Police Department through the success of gaining "Recognized" status from the Texas Police Chiefs Association best practices Recognition Program.

March 22, 2011

DATE

John R. Jett
CHIEF OF POLICE



Agenda Item:

(Staff)

- 3A. Approval of the minutes of the regular city council meeting held February 22, and the joint meeting of March 2, 2011.

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
FEBRUARY 22, 2011

On February 22, 2011, the Kerrville City Council meeting was called to order by Mayor Wampler at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Reverend Stockton Williams, St. Peter's Episcopal Church, followed by the Pledge of Allegiance led by Bill Cantrell and Jim Myers of the CPL Jacob C. Leicht Memorial AMVETS Post 1000.

MEMBERS PRESENT:

David Wampler	Mayor
R. Bruce Motheral	Mayor Pro Tem
Gene Allen	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

MEMBER ABSENT: None

STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Travis Cochran	Director of Information Technology
Mindy Wendle	Director of Business Programs
Mike Erwin	Director of Finance
Kevin Coleman	Director of Development Services
Kim Meisner	Director of General Operations
Charlie Hastings	Director of Public Works
John Young	Police Chief
Malcolm Matthews	Director of Parks and Recreation

VISITORS PRESENT: List on file in city secretary's office.

1. VISITORS/CITIZENS FORUM: No one spoke.

2. PRESENTATIONS:

2A. Proclamation honoring Partners in Ministry and the Volunteers for their hours of hard work and dedication to the community through CSI (Community Service Infusion): Kerr County Program to be held March 26, 2011.

2B. Recognition of City Secretary Brenda Craig upon her third recertification from the Texas Municipal Clerks Program at the University of North Texas.

4. CONSENT AGENDA:

Citizen Ruth Spradling requested 3D and 3E be removed from the consent agenda.

Mr. Gross moved for approval of items 3A through 3C; Ms. Keeble seconded the motion and it passed 5-0:

3A. Approval of the minutes of the city council meetings held on January 18, January 19, and January 25, 2011.

3B. Authorize execution of a contract to M & C Fonseca Construction Company for the construction of the Jackson Road/Glen Road water main project in an amount not to exceed \$450,000.

3C. Resolution No. 010-2011 amending the City of Kerrville fee schedule by revising fees charged for various services and uses provided by the city to include wholesale sewer rate and rental of the downtown pavilion.

END OF CONSENT AGENDA

3D. Authorize an easement agreement with the Kerr Arts and Cultural Center for the placement of public art.

Ms. Wendele noted the art work would be unveiled at the Mardi Gras on Main event on March 8, and would be purchased with proceeds from that event.

3E. Resolution No. 009-2011 authorizing the use of internal combustion engines on the lake upstream of the city's impoundment dam for a triathlon.

Mr. Hastings noted the resolution would allow the use of watercraft equipped with internal combustion engines to prepare the lake for the swimming portion of a triathlon and to monitor participants during the event in case rescue was needed. This would be a one-time only exception to the water impoundment regulations; if event coordinators proposed to hold the event in Kerrville again, they would have to request authorization for that event also.

Mr. Allen moved for approval of Agenda Items 3D and 3E as presented; Mr. Motheral seconded the motion and it passed 5-0.

4. ORDINANCE, SECOND AND FINAL READING

4A. Ordinance No. 2011-04 amending Chapter 54 "Floods", Article II "Floodplain Management," of the Code of Ordinances of the City of Kerrville, Texas, to adopt the flood insurance study and updated flood insurance rate maps issued by the Federal Emergency Management Agency; containing a cumulative clause; containing a savings and severability clause; establishing an effective date; ordering publication; and providing other matters related to the subject. Mayor Wampler read the ordinance by title only.

Mr. Wellborn noted the ordinance would adopt the new flood insurance rate maps and flood insurance study to become effective March 3, 2011. The ordinance passed first reading on February 8.

Mr. Motheral moved for approval of Ordinance No. 2011-04 on second and final reading; Ms. Gross seconded the motion and it passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Building board of adjustment and appeals' (BBAA) recommendation to amend the plumbing code to allow grey (recycled) water reuse systems.

Mr. Coleman noted previously a citizen requested a change in the plumbing code that would allow the reuse of grey water for outdoor irrigation; council referred the issue to the BBAA for review and recommendation. The BBAA recommended an amendment to the city's plumbing code that would adopt Texas Commission on Environmental Quality minimum standards to allow the reuse of reclaimed (grey) water. He noted the requirements under TCEQ, in particular: installation by a licensed plumber, and must not create a nuisance or a health problem. He also noted that TCEQ standards exempted the requirement for installation by a licensed plumber for owner installed systems and systems for domestic use of up to 400 gallons per day for a private residence .

Council discussed the following points:

- Grey water had the potential of becoming a septic problem.
- Currently, treated water from the city's wastewater system: 1) went into the river and the city received credit from the state for that amount of water; or 2) was sold by the city.
- The amount of potable water saved through the reuse of grey water would be insignificant.
- Concern that during wet seasons grey water systems could fail, creating a potential health problem.
- Rainwater catchment systems would be safer environmentally, and were a more efficient way to conserve water.
- Staff was in the process of addressing rainwater catchment systems in the drainage ordinance, with possible incentives for installation.

Mr. Motheral moved to deny the request to amend the plumbing code to allow grey (recycled) water reuse systems until the drainage ordinance could be written, which would include standards for rainwater catchment systems. Mr. Allen seconded the motion.

After discussion, Mr. Motheral noted that even after the drainage ordinance was rewritten to allow rainwater catchment systems, he would still be opposed to allowing grey water reuse systems due to potential health issues.

Mayor Wampler clarified that the motion being voted on was that council was opposed to amending the plumbing code to allow grey (recycled) water reuse systems regardless of the completion of the rewrite of the drainage ordinance or whether rainwater catchment systems would be allowed in the city.

The motion passed 4–1 with Messrs. Allen, Gross, Motheral, and Wampler voting in favor of the motion, and Ms. Keeble voting against the motion.

5B. Direction to staff regarding amendments to the city's sign regulations in the proposed central business district (CBD).

Mr. Coleman reviewed the proposed application of the sign ordinance in the newly created central business district, and discussed a set of proposed amendments to the sign ordinance 2003-07 and the proposed areas where those amendments would apply: in the CBD, along SH 173, portions of Loop 534, Guadalupe River zone; and newly developed commercial property on: FM783, Holdsworth Drive, Spur 98, SH 16 South, and the gateway district. He noted that of the 80 properties in the CBD, 9 signs would not be in compliance. He noted the proposed amendments would relax current standards in commercial corridors, and he recommended that banner signs be allowed in all districts but with a time restriction.

Council discussed the following points:

- Concern that the standards not give advantage or disadvantage to commercial properties, but be consistent and enforced equally to all.
- Internally lit signs should be allowed as a good city-wide standard. Mr. Coleman noted that the current ordinance did not permit internally lit signs; the proposed amendment would allow internally lit signs with certain conditions.
- There were areas where monument signs would not be effective or would be a safety hazard by blocking a driver's vision. Mr. Coleman noted the existing sign code restricted signs where they created visual impairments.
- Sign ordinance should not be so restrictive that it did not allow a business to advertise; city should not hinder a business from being successful.
- City should establish criteria and standards for monument signs and review each situation on a case-by-case basis.
- Ordinance should have flexibility but with guidelines.
- Sign ordinance should be enforceable and not subjective.
- Council was also responsible to establish aesthetic standards.

Mr. Parton reviewed direction to staff regarding amendments to the sign ordinance:

- Provide flexibility: owner has the option of a monument sign or pole sign.
- Height limit be 15 ft. for pole sign; 8 ft. for monument sign. Ground clearance for pole signs be 8 ft. from finished grade to the bottom of the sign.
- Facilitate visibility by keeping the sign outside of general visibility triangles.
- Right of way setbacks for both types of signs be 10 ft.
- Keep existing spacing standards for both types of signs.
- Allow internally lit signs for both monument and pole signs.
- Advertising area for both monument and pole signs be consistent, but as yet to be determined.
- Multi-tenant signs for both pole and monument signs have allowance on advertising space and height.
- Contemplate aesthetic design and define standards.
- Bring draft back to council before initiating public vetting process.

5C. Regulation and land use control of coin operated machines commonly known as "8 liners". Mr. Coleman noted a recent inquiry about opening an 8 liner gaming facility in Kerrville. He reviewed regulations and enforcement under state law and noted the state allowed cities to adopt additional restrictions, e.g. registration and background checks of owners and operators; annual licensing of machines; separations (such as walls) between gaming machines and non-gaming areas; and control the location of such facilities through land use and zoning districts.

Mr. Hayes stated there were additional legal issues associated with regulating 8 liners that he would like to discuss with council in executive session.

5D. Recommended amendments to the Code of Ordinances regarding park regulations.

Mr. Matthews noted staff and the parks and recreation advisory board recommended the following amendments to the park regulations:

- Park hours be changed from 7:30 a.m. to dawn to allow for change in seasons; this will allow activities such as walking during early morning. The change to "dawn" would be consistent with park operating hours in other cities. He noted that the Louise Hays Park pavilion and Kerrville-Schreiner Park were addressed in separate ordinances and a time change was not recommended at those sites.
- The current ordinance restricted the use of all motorized vehicles except on roadways or parking areas; he proposed the ordinance be amended to "any motor-driven vehicle" in order to allow the use of mopeds.
- Swimming pool and swimming areas: The current ordinance stated "children under 12, who are unable to swim, should be accompanied by a person at least 14 years of age." Staff was not always available, particularly along the river, to determine a person's age or ability to swim. He recommended the language be removed from the ordinance as this was addressed in the administrative rules for the pool and spray park, which established the age for escorts at 17.
- Alcohol restrictions in Kerrville-Schreiner Park: The current ordinance allowed the possession and consumption of alcohol only in certain permitted areas of KSP; for consistency in enforcement, he recommended alcohol be allowed in KSP as in all other city parks.
- Boardwalk Pavilion: He recommended establishing a rental schedule for the pavilion: 6 p.m.-9 p.m. weekdays and 1 p.m. to 9 p.m. on weekends/holidays; limit the number of attendees at 75 per event; restrict the consumption and display of alcohol on the boardwalk, pavilion, or adjacent public property unless authorized in writing by rental or special event permit.

Staff should prepare an ordinance for council's consideration at a future meeting.

5E. Update regarding Lower Colorado River Authority Transmission Services Corporation's (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354). Mr. Hayes noted that PUC had to rule on the city's request for rehearing by March 13 unless they extended the deadline. He had additional information to present to council in executive session.

5F. Interlocal agreements for services and joint operations between the City of Kerrville and Kerr County.

Mr. Parton reviewed the six step process agreed to by the city and county. The council previously instructed staff to prepare an outline for the four services: airport, library, fire and EMS, and animal control operations. He provided copies of the letter and outline that was presented to County Judge Tinley on February 15 (step 3). Staff had proceeded to setup subcommittee meetings between city and county representatives (step 4); instead, the county requested another joint meeting of city council and county commissioners.

6. **INFORMATION AND DISCUSSION:**

6A. Economic update.

Mr. Erwin noted local unemployment was the same as one year ago; consumer confidence rose about 6 points; sales tax was up, but HOT tax was down.

6B. Report by Kerrville Economic Development Corporation regarding the trip to Washington, D.C. February 10-12, 2011. (Ray Watson)

Mr. Watson, KEDC executive director, reported on the delegation that went to Washington DC February 10-12 and met with representatives from congressmen's and senators' offices, USDA, and US Secretary of Agriculture regarding the USDA lab project. He reported that during the current budget crisis no federal funds were available for the project; however, the project had support of congress and USDA when funds become available in the future.

Mr. Parton noted that Congressman Smith agreed to take a letter of support from the Texas delegation to the USDA.

Ms. Keeble presented a letter to the city council regarding her objections to a proposed roadway connection to I-10 midway between SH16 and Harper Road as presented by former Councilmember Chuck Coleman. She noted the project was presented to council and two weeks later it was presented to representatives in Washington DC. Ms. Keeble stated she objected to this project being allowed to circumvent established process and cautioned fairness.

The Mayor and Mr. Watson explained that the delegation had presented a wish list of conceptual projects that would be a long term benefit to the community in the next 10-25 years. Mr. Watson noted that mobility projects were more likely to receive federal funding than other type of projects. Mayor Wampler stated the delegation attempted to provide viable projects for the area that had a chance of funding; there was no expectation of receiving funds. Mr. Watson stated the importance of a strategic plan and working toward the same goal and direction.

Bruce Stracke encouraged council to develop and follow a strategic plan, otherwise, things would develop haphazardly without direction. The city needed to have a strategic plan to guide growth and bring in industry and commercial

business. He was opposed to the city participating in funding the proposed roadway connection to I-10.

7. **ITEMS FOR FUTURE AGENDAS**: No items were proposed.

8. **ANNOUNCEMENTS OF COMMUNITY INTEREST**: None discussed.

9. **EXECUTIVE SESSION**:

Mr. Motheral moved for the city council to go into executive closed session under Section 551.071 (consultation with attorney of the Texas Government Code; the motion was seconded by Mr. Allen and passed 5-0 to discuss the following matters:

Section 551.071:

- Regulation and land use control of coin operated machines commonly known as "8 liners".
- Cause No. SA11CA0116 - FB; Louis V. Doss and Carolyn Doss, individually and d/b/a Mulugan's Pub v. Chief John M. Young, et al.; in the United States District Court for the Western District of Texas, San Antonio Division.
- Voluntary Cleanup Program No. 1793, Mooney Airplane Company, Inc. - Original Application.
- LCRA Transmission Services Corporation proposed McCamey D to Kendall to Gillespie 345-kV CREZ Transmission Line in Schleicher, Sutton, Menard, Kimble, Mason, Gillespie, Kerr, and Kendall Counties, Texas. Public Utility Commission of Texas (PUC) Docket No. 38354.

Sections 551.071, 551.072 and 551.073:

- Discuss the purchase, exchange, lease, sale, value or donation of real property from the Cailloux Foundation for use as a city hall, the public discussion of which would not be in the best interests of the city's bargaining position.

At 8:09 p.m. the regular meeting recessed and council went into executive closed session at 8:19 p.m. At 9:19 p.m. the executive closed session recessed and council returned to open session at 9:20 p.m. Mayor Wampler announced that no action had been taken in executive session.

10. **ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION**: None.

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

APPROVED: _____

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
OF A SPECIAL MEETING

KERRVILLE, TEXAS
MARCH 2, 2011

March 2, 2011, a special joint meeting of the Kerrville City Council and Kerr County Commissioners' Court was called to order by Mayor David Wampler and Judge Pat Tinley at 9:00 a.m. at Kerrville City Hall, 800 Junction Highway, Kerrville, Texas.

CITY COUNCIL MEMBERS PRESENT:

David Wampler	Mayor
Bruce Motheral	Mayor Pro Tem
Gene Allen	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

KERR COUNTY COMMISSIONERS PRESENT:

Pat Tinley	County Judge
H.A. Baldwin	Commissioner
Jonathan Letz	Commissioner
Bruce Oehler	Commissioner

KERR COUNTY COMMISSIONER ABSENT:

Guy Overby	Commissioner
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CITY STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Travis Cochrane	Director of Information Technology
Mike Erwin	Director of Finance
Mindy Wendele	Director of Business Programs
Kim Meismer	Director of General Services
Robert Ojeda	Fire Chief
Mark Beavers	Assistant Fire Chief
Eric Maloney	EMS Coordinator
Tara LaMontia	Assistant to the City Manager
Daniel Schwartz	Library Director
John Young	Police Chief

Consider, discuss and take appropriate action to establish Kerr County's contribution(s) or method(s) of determining such contribution(s) to City/County jointly provided services or operations, including by not limited to, EMS, Fire Department, Library, Recycling Center, Animal Control and Airport and composition or structure of inter-local agreements in connection therewith.

General Statements:

Mayor Wampler noted at the last joint meeting the city and county discussed programs, and the city had set a deadline of March 31 for completion of the negotiations as the city had to begin preparing the draft budget. He noted the city received a list of random

comments from the county with a note that it was not an official document and it did not represent the court.

Mayor Wampler noted that county residents who resided within the corporate city limits contributed about \$7 million to the county's general fund and over \$1 million to the road and bridge fund.

Fire/EMS:

Chief Ojeda reviewed the fire and EMS service levels in the city, extra territorial jurisdiction (ETJ), and the county. The fire service supported the EMS system with three engine companies, one ladder truck, two 911 EMS units, one command unit, and 70 highly trained emergency medical personnel at four fire stations strategically located for rapid mobilization. The fire-based EMS system was a comprehensive approach to EMS and provided efficient continuity of patient care following fire, rescue, or other hazard. He described the service levels in the ETJ and county and noted a higher service level in the ETJ because of proximity. The city basically responded in the ETJ the same as in the city; however, the city responded to EMS calls in the county with only one ambulance as specified in the contract.

Chief Ojeda noted that more emergency calls were illness, e.g. heart attacks and strokes, which required additional personnel for patient care. Accidents and runs on I-10 typically required fire support for rescue and extrication. On some occasions fire engines also responded to EMS calls depending on the emergency situation and to rendezvous with ambulances to support patient care. Personnel were empowered to call for additional resources as they thought necessary to mitigate the situation, protect the public, and provide personnel safety.

Chief Ojeda noted in 2010 the city responded to 156 calls for incidents in the first response area (Kerrville South and north of I-10) and 23 calls into the county, for a total of 179 runs into the county. He noted one fire in Kerrville South where the city responded with two engine companies, one ladder truck, one command vehicle, and 22 firefighters, and had to call in off duty personnel.

Chief Ojeda noted the county had a contract with Kendall County to provide EMS and fire services for 200 people in far eastern Kerr County in the amount of \$3,000; that equated to about \$15 per capita; the county was paying \$7-8 per capita for fire and EMS services for persons in the remainder of the county.

Chief Ojeda noted the Kerr County First Responder program was managed by the KFD through Eric Maloney, who was awarded EMS Coordinator of the Year in the State of Texas for 2010. The first responder program consisted of dedicated volunteers, but was not in conjunction with the volunteer fire departments; very few VFD personnel were certified emergency medical technicians or paramedics.

The following comments were discussed:

- Mr. Baldwin described city EMS as Triple A, 5-Star, top-notch, none better; however, the city fire department responded to only one structure fire in the county last year and the cost of the contract was \$190,000. He felt that was too much for one run and proposed the county pay on a per run basis instead of a flat fee, thereby paying only for

the service provided and not for the availability of equipment or personnel as the county had no ownership interest in any portion of the assets, or control over the personnel. The county should not have to absorb a portion of the cost of the operation, only supplement the city's operation, because it would be there anyway. The city's decision a few years ago to expand the system maybe was not necessary, but the county had no control over the size of the system and related costs of personnel and equipment, but was being asked to pay pro rata portion for something they had no control over.

- Mr. Oehler noted that people who lived away from the city had made certain choices, and knew they were not going to receive medical care quickly enough in life and death situations, and they accepted certain responsibility. He did not know of any houses that had been saved by the city in the county.
- Mr. Oehler noted the ISO (insurance) rating did not extend into the rest of the county, but county residents had low insurance ratings now and would continue to have low ratings, just like the volunteer fire departments were rated because fire service was provided by VFD. It was not correct that residents outside the city received a direct benefit on their insurance premiums because the county contracted with the city; he and Mr. Letz had confirmed this with several local insurance agents. Chief Ojeda noted that county residents in the first response fire service areas, that is, Kerrville South and north of I-10 received the advantage of the city's ISO rating of 2. Should the city not provide fire service in those areas, those residents would no longer receive that benefit. The ISO rating would be based on the VFD serving that area, and insurance could increase anywhere from 35-85% depending on multiple factors.
- Mr. Gross noted the county was being asked to pay for the availability of the fire/EMS system to be there if needed. The system still had to be equipped and staffed by trained personnel and there was a cost associated with the availability of the system. Mayor Wampler noted the service had to be available all the time, irrespective to the number of incidents responded to.
- Mr. Motheral stated the city would likely close one fire station and reduce staff if the city did not need to serve the area outside the city; so to say the city's operation would be there anyway was not true. The city did not want to shortchange county constituents who depended on the city's services; however the county needed to determine the level of service they desired in order for the city to determine the price for that service. The economic fact was that the city would not need the current staffing and equipment level to serve half the area.
- Judge Tinley noted the county was happy with the service when it had three fire stations; adding the fourth station was a luxury for the city, and beyond what most cities of comparable size and population had. The addition of the fourth station had created an economic burden for city. Mr. Letz noted it was not the county's fault that the city had to close one station. Mr. Oehler said the city was overspending and asking the county to pay a bigger share of something they did not ask for.
- Mr. Letz stated the county's agreement with the city provided that only one fire truck would go into the county, including the ETJ. The city was providing a greater level of service in the ETJ above what the contract called for and should go back to what the contract stated.
- Mr. Letz stated the county was not contemplating the alternative EMS service being volunteer; the county would have a professional service.
- Mr. Oehler wanted the revenue generated by EMS runs to be included in the budget. Mayor Wampler noted that the EMS revenues were netted into the budget.

- Mr. Letz noted the city had an ordinance stating only the city could operate an ambulance in the city limits. Mr. Oehler noted this prohibited more than one service and if the county contracted with an outside EMS service, would they be allowed to bring patients to Peterson Hospital? Mayor Wampler responded yes. Mr. Letz asked if a private service would be allowed to do transfers from Peterson Hospital to an area outside of the city. Mr. Parton noted the city had a contract with Peterson Regional Medical Center whereby the city had the right of first refusal to provide transport service for the hospital.
- Judge Tinley noted it was in the city's and county's best interest to create a county-wide emergency services district and remove it from both budgets.

Mayor Wampler noted the bottom line was that the current funding arrangement for the services being delivered by the city to the county was not sustainable. He asked what level of service the county wanted. Mr. Oehler stated he wanted lesser service; the city combined fire and EMS and would not split it. The county's decision on the level of service would be based on what the city's cost would be to provide service; the price proposed was not acceptable. Judge Tinley stated when the city sends an ambulance to a county residence do not send a fire truck. If the county contracts with an outside EMS provider, they would have professionally trained people and appropriate equipment to do their job, but they would not have any fire trucks, and that was the bottom line. A private EMS provider would provide an adequate level of service to county citizens.

Library:

Judge Tinley reviewed the city's proposal to split the cost of the library operation. He noted the past three years the county's contribution declined from \$400,000 to \$200,000 based on the county's assumption of greater financial responsibility for animal control and airport. He noted the library assets were owned by the city and the operation was controlled by the city; the county was being asked to pay half the cost for an operation over which it had no control. He noted that during the past three years, with the county's decrease in contribution, the city was able to reduce the overall cost and questioned why the city proposed to increase the cost.

Mayor Wampler noted that the library may not be something that the commissioners felt was important to fund, but 44% of the users of the library were county residents, 5% were other, and 51% were city residents. There were costs to maintain the facility and all enjoyed the services and amenities offered by the library. Mr. Gross noted that the 51% were also county citizens who lived in the city.

Mr. Letz, county liaison on the library board, noted in the past the county offered ideas for cutbacks but were ignored. He would not support paying half the budget unless the county had half the say in the operation; he offered to discuss the county becoming a partner in the library. He proposed asking voters to decide whether to establish a library district with taxing authority to levy funds to support the level of service desired.

Judge Tinley assured that if a library district was adopted, the amount spent on that function would be removed from, and stay off, the regular county tax, so there would not be double taxation. A district would be the best way to provide library services to citizens county-wide, would transfer the function to a specialized board, and keep the library out of the political arena.

Mr. Motheral noted that creating a new taxing district and removing that amount from the existing tax, would not solve the problem of funding because it did not increase any funding for the service.

Animal Control:

Mr. Letz proposed the following: the level of service be the same in the city as in the county, all related revenues would go to the county, and all cases would be filed in county courts. Animal control would be a county function and would be run uniformly across the county. Judge Tinley noted that under state law, the county had to have an animal control function for large animals, and this would result in the same level of service for all county residents.

Airport:

Judge Tinley reviewed the proposal whereby the city and county would split capital expenditures and the maintenance and operation budget equally.

Mayor Wampler noted the airport was owned equally and should be funded equally. He proposed the city and county, as co-owners of the airport, adopt a capital improvements plan and the airport board follow that adopted plan. He noted that city staff had been contacted regarding potential construction of a parking lot.

Steve King, airport board president, stated that at a recent meeting he proposed the idea of constructing a parking lot behind the terminal building as a way to increase revenue, but first it would have to pass the return on investment test and be part of the airport master plan. He contacted the city to get a rough estimate and see if there was any level of interest; a proposal was never made. The airport board had to submit its budget to the city and county annually for approval. He noted the airport board saved \$80,000 by having the operating agreement with the county.

Fred Vogt, vice president of the airport board, noted Mr. King was trying to get a cost estimate for a parking lot that could be included in the master plan, which was nearing completion by the consultant and would be submitted to the city and county.

The consensus was that the city and county attorneys should prepare a new interlocal agreement for the airport based on the parameters stated.

Environmental Health:

Mr. Letz noted that the county had some authority levels that the city did not have; he requested that once an environmental health issue came before the county, that it stay with the county and not go back to the city.

Adjournment: The meeting adjourned at 10:56 a.m.

APPROVED: _____

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

(Staff)

- 3B. A resolution amending the resolution that ordered the holding of the general election to be held on May 14, 2011, by changing the location of the central counting station.

**BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Resolution amending Resolution 005-2011 to change the location of the central counting station

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 8, 2011

SUBMITTED BY: Brenda Craig, *BC* City Secretary **CLEARANCES:** Todd Parton, City Manager
Mike Hayes, City Attorney

EXHIBITS: Proposed Resolution, and Resolution No. 005-2011

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *W*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The attached resolution changes the location of the central counting station from the Kerr County Courthouse at 700 Main Street to the Kerr County Juvenile Facility at 3501 Legion Drive (amending Section Eight of Resolution 005-2011).

As a reminder, early voting by personal appearance will be held May 2 through May 10 at the Cailloux City Center at 910 Main Street as follows:

- Monday, May 2: 7 a.m. to 7 p.m.
- Tuesday, May 3: 7 a.m. to 7 p.m.
- Wednesday, May 4 through Tuesday, May 10: 8 a.m. to 5 p.m.

The General Election will be held on Saturday May 14, 2011, from 7:00 a.m. to 7:00 p.m. at the Cailloux City Center at 910 Main Street.

Official canvass of the election will be held on May 24, 2011, at 10:00 a.m. at city hall.

RECOMMENDED ACTION

The city secretary recommends approval of the resolution.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ____-2011

**A RESOLUTION AMENDING THE RESOLUTION THAT ORDERED THE
HOLDING OF THE GENERAL ELECTION TO BE HELD ON MAY 14,
2011, BY CHANGING THE LOCATION OF THE CENTRAL COUNTING
STATION**

WHEREAS, Resolution No. 005-2011, ordered a general election to be held on May 14, 2011, for the election of persons to the offices of Councilmember Place One and Councilmember Place Two; and

WHEREAS, Kerr County has requested that the location of the central counting station be changed from the Kerr County Courthouse to the Kerr County Juvenile Facility, which is located at 3501 Legion Drive; and

WHEREAS, the City Council finds it to be in the public interest to make this requested change for the location of the central counting station;

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

SECTION ONE. Resolution No. 005-2011 is amended by revising Section Eight of the Resolution by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) as follows:

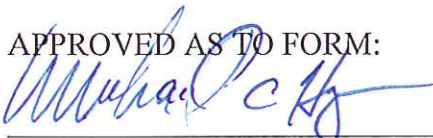
“**SECTION EIGHT.** In accordance with Texas Election Code Section 127.001, the City Council hereby establishes that the central counting station for the counting of ballots in the May 14, 2011, election will be located [~~in the office of the voter registrar of Kerr County, Texas, 700 Main Street,~~] at the Kerr County Juvenile Facility, 3501 Legion Drive, Kerrville, Texas.”

SECTION TWO. Other than the amendment in Section One, above, there are no other changes to Resolution No. 005-2011, and it remains in full force and effect.

PASSED AND APPROVED ON this the _____ day of _____ A.D., 2011.

David Wampler, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 005 -2011**

A RESOLUTION ORDERING THAT A GENERAL ELECTION BE HELD ON MAY 14, 2011, FOR THE ELECTION OF TWO CITY COUNCILMEMBERS; APPOINTING ELECTION JUDGES; ADOPTING AN ELECTRONIC COUNTING SYSTEM; ESTABLISHING A CENTRAL COUNTING STATION; APPOINTING A CENTRAL COUNTING STATION MANAGER; APPOINTING A TABULATION SUPERVISOR; APPOINTING THE CENTRAL COUNTING STATION PRESIDING JUDGE; AND AUTHORIZING EARLY PROCESSING OF BALLOTS

WHEREAS, Section 2.03 of the City Charter establishes that terms of offices for Councilmembers shall be for two years and until their successor is elected; and

WHEREAS, the term of office for Councilmember Place One, and Councilmember Place Two, will expire in May 2011; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to call a general election to be held on May 14, 2011, for the election of persons to the offices of Councilmember Place One and Councilmember Place Two; and

WHEREAS, in order to more efficiently conduct the counting of ballots for the May 14, 2011, general election for the City of Kerrville, the City Council finds it to be in the public interest to appoint various officials and to adopt certain procedures for conducting said election;

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

SECTION ONE. A general election is ordered to be held in the City of Kerrville, Texas, on the 14th day of May 2011 for the purpose of electing persons to the offices of Councilmember Place One and Councilmember Place Two for the City of Kerrville, Texas.

SECTION TWO. The method of voting shall be by the Hart Voting System, which is an electronic touch screen voting system.

SECTION THREE. The municipal polling place for such election shall be the Kathleen C. Cailloux City Center of the Performing Arts, 910 Main Street, Kerrville, Texas, 78028.

Approved by City Council

Date: Jan 25, 2011

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Res 005-2011

SECTION FOUR. On election day, the polls shall be open from 7:00 AM to 7:00 PM. Early voting shall be conducted at the Kathleen C. Cailloux City Center of the Performing Arts, 910 Main Street, Kerrville, Texas, 78028, May 2 through May 10 as follows:

Monday, May 2, 2011: 7:00 AM to 7:00 PM

Tuesday, May 3, 2011: 7:00 AM to 7:00 PM

Wednesday, May 4 through Tuesday, May 10, 2011: 8:00 AM to 5:00 PM

SECTION FIVE. Applications for ballot by mail shall be addressed to: Nadene Alford, Kerr County Courthouse, 700 Main Street, Kerrville, Texas, 78028, and must be received no later than 5:00 PM on May 6, 2011.

SECTION SIX. The following persons are appointed as election judges pursuant to Texas Election Code §32.005 for the election to be held on May 14, 2011, inclusive of the early voting period:

Arita Raso – Election Judge

Eugenia Webb – Alternate Election Judge

Michael Louise (Bonnie) Bond – Early Voting Ballot Board Judge

SECTION SEVEN. In accordance with Texas Election Code §127.001, the City Council of the City of Kerrville, Texas, hereby declares that ballots for the May 14, 2011, City election shall be electronically counted by using the Hart E Scan System owned by Kerr County.

SECTION EIGHT. In accordance with Texas Election Code §127.001, the City Council hereby establishes that the central counting station for the counting of ballots in the May 14, 2011, election will be located in the office of the voter registrar of Kerr County, Texas, 700 Main Street, Kerrville, Texas.

SECTION NINE. That in accordance with Texas Election Code §127.005, Diane Villarreal is appointed to serve as presiding judge of the central counting station for the May 14, 2011, City election.

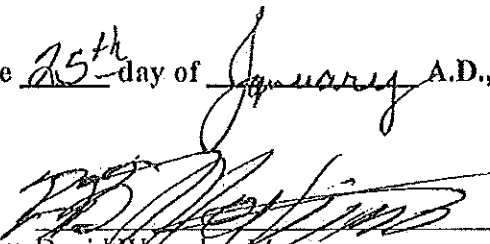
SECTION TEN. In accordance with Texas Election Code §127.003, Cindy Gaurdiola is appointed to serve as tabulation supervisor for the May 14, 2011, City election.

SECTION ELEVEN. In accordance with Texas Election Code §127.002, Sharon Smith is appointed to serve as central counting station manager for the May 14, 2011, City Council election.

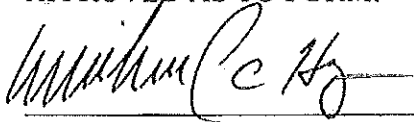
SECTION TWELVE. In accordance with Texas Election Code §127.124, the City Council hereby authorizes that the ballots cast during the early voting period for the May 14, 2011, City election may be processed on or after 9:00 AM on May 14, 2011.

SECTION THIRTEEN. City Council will conduct the official canvass of the election at a special meeting on Tuesday, May 24, 2011, beginning at 10:00 AM in the Council Chambers, City Hall, 800 Junction Highway.

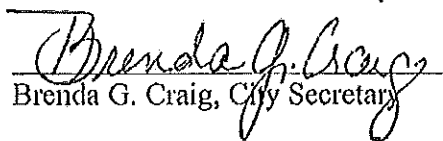
PASSED AND APPROVED ON this the 25th day of January A.D., 2011.


For: David Wampler, Mayor
R. Bruce Mothoral

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:


Brenda G. Craig, City Secretary

Agenda Item:

(Staff)

3C. Approval of a request for proposal for bank depository services and authorization for staff to seek bids.

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

SUBJECT: Approval of Request for Proposals (RFP) for Bank Depository Contract.

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 11, 2011

SUBMITTED BY: Mike Erwin 
Director of Finance **CLEARANCES:** Todd Parton
City Manager

EXHIBITS: Request for Proposal

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:
REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The City has contracted with Wells Fargo since April 1, 2006, to provide bank depository services. State law states the term of the bank depository contract not exceed five years and therefore it is time for the City to request applications for the performance of depository services.

RECOMMENDED ACTION

Staff recommends council approval of the RFP for staff to seek bids for the City's bank depository service.

CITY OF KERRVILLE, TEXAS

REQUEST FOR PROPOSAL

BANK DEPOSITORY SERVICES

March 23, 2011

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Attachment A: Schedule of Usage and Fee Proposal

Attachment B: Historical Rates

Attachment C: Conflict of Interest Form

CITY OF KERRVILLE, TEXAS
BANKING SERVICES AND DEPOSITORY
REQUEST FOR PROPOSAL
March 23, 2011

I. INTRODUCTION

The City of Kerrville, Texas (the "City") is requesting proposals for bank depository services with service to begin July 1, 2011 and extend through June 30, 2014 with two possible one-year extensions, if approved by the City Council.

Through this contract the City intends to minimize banking costs, improve operational efficiency, and maximize earnings. This Request for Proposal (RFP), which represents the City's cash management goals, specifies all the required qualifications, banking services required, activity volumes on accounts, method and terms of compensation, submission instructions, and contract award provisions.

II. PROPOSAL QUALIFICATIONS AND INSTRUCTIONS

By submitting a proposal in response to this RFP, depositories will be deemed to agree to the City's mandatory contract and service provisions contained herein.

The proposal submitted will be incorporated into and form the basis of the bank depository services contract along with this RFP.

1. Proposal Format

In order to equitably evaluate each bank's ability to meet the banking services needs of the City, a standard format for all proposals is required. A response must be given to each item in Sections IV through VI in the order given along with completion and submission of Attachments A and B. Only proposals submitted in the prescribed format and using the provided Attachments will be considered and evaluated for contract award. Additional explanatory information may be included by the bank.

An electronic copy of this RFP is available upon request but proposal submission must be in paper and include the RFP responses and completed attachments on a CD for archival purposes.

2. Schedule for Proposal Submission

The City will make every effort to adhere to the following schedule.

March 23, 2011	Release of Request for Proposal
April 1, 2011	Deadline for submission of questions regarding RFP (3:00pm CST)
April 7, 2011	Responses to questions provided to all known proposers (3:00pm CST)
April 22, 2011	Deadline for proposal submission (3:00pm CST)
June 14, 2011	City Council Action to Award Contract
July 1, 2011	Contract commencement

3. Proposal Submission

To be eligible for consideration under this request, one original and two (2) copies of each proposal shall be submitted by 3:00 pm CST on April 22, 2011 to the two addresses below. Proposals received after that time at the City address will not be accepted and will not be returned.

The original and two copies of the proposal must be submitted in paper form in a sealed envelope and one electronic copy on CD should be included. (The CD should include the RFP responses and completed Attachments.)

The original and one copy of the proposal must be delivered by mail, express mail, or in person to following address:

Mr. Mike Erwin
Finance Director
City of Kerrville
800 Junction Highway
Kerrville, Texas 78028

830-792-8330
Mike.Erwin@kerrville.tx.gov

One copy of the proposal is to be sent to:

Linda T. Patterson
Patterson & Associates
301 Congress Avenue
Suite 570
Austin, Texas 78701

512-320-5042
linda@patterson.net

A **cover letter**, not to exceed one page, must accompany the original and be signed by an individual authorized to bind the institution stating that the proposal is valid for 180 days from the submission date. The cover letter should contain an executive summary of the proposal but should not contain any information not submitted as part of the proposal.

Any banking institution submitting a proposal is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications.

4. **RFP Questions**

There will be no pre-proposal conference. Questions regarding this RFP, or the services requested, will be accepted in e-mail form only, at Mike.Erwin@kerrvilletx.gov on or before 3:00 pm **April 1, 2011**. Responses to all material questions submitted will be communicated in writing to all known proposers by 3:00 pm **April 7, 2011**.

5. **Selection Criteria**

The following general criteria will be used by the City as the basis for weighting the evaluation and for award recommendation.

- 25 % - banking services costs,
- 25 % - responsiveness and ability to provide services required,
- 25 % - earnings potential and funds availability,
- 10 % - experience and continuity of bank and bank officials, and
- 15 % - creditworthiness of the bank.

Especially in the current environment, creditworthiness and bank continuity are critical elements and concerns. Any bank without the highest credit standings will be eliminated from consideration. The City also considers service capabilities and customer service as primary. Along with service, the City will consider the cost of those services as well as the earnings potential of idle cash under the contract. These elements will be combined during the evaluation of the proposals.

6. **City Rights –**

The City reserves the right to:

- waive any defect, irregularity or informality in the proposal or proposal procedures,
- reject any and all proposals,
- request additional information or require a meeting with bank representatives for clarification,
- cancel and/or reissue this request for proposal, and
- modify deadlines.
- accept any proposal or portion thereof most advantageous to the City,
- negotiate with respondents,

- retain any or all provisions of this proposal if any provision of this proposal or resulting contract is deemed invalid,
- select any proposal deemed to be in the City's best overall interest, and
- award the contract based on the overall best interest of the City.

7. **Proprietary Information**

To the extent permitted by law, proposals will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information contained in the proposal should be designated as such on each page containing the information.

8. **Bank Fees**

The City will evaluate the proposals on a cost and earnings potential and both a fee and compensating balance basis for compensation will be considered. **The City requires the ability to change from compensating balances to fees or reverse on thirty (30) days written notice (corresponding to a reporting period) throughout the contract period to recognize earnings made possible by changes in interest rates.**

If a compensating balance basis is chosen, the City may desire a structure which will sweep accounts to their compensating balance each night through a master account or from individual accounts. If a fee basis is chosen the City may desire that balances be swept to zero. On a fee basis the bank may, within five business days of City receipt of the monthly account analysis, direct debit the designated account for fees due, if no exceptions are found or objections made by the City. A complete account analysis will be required monthly regardless of the payment basis.

All item and account charges as designated on Attachment A will remain at the proposal price quoted for the duration of the initial three years of the contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP those services will be provided at not more than the bank's then-current published rate. Care should be taken to include all fees required to perform the services proposed. Fees not listed on the Attachment for required services will not be honored by the City during the contract basis. This provides a full and complete indication of the true cost of the service. However, changes in service levels, especially made in response to new technology, cannot be anticipated. Any material changes in service volumes may be discussed with the City during the contract period but any change in resultant pricing will require written City consent. The bank may reduce fees at any time during the contract period after notification to the City.

Any changes in fees for the two extension periods will be negotiated with and approved by the City. In no instance will the rate increases in extension periods exceed the Dallas CPI increases during the same periods as reported by the Bureau of Labor Statistics.

The City has made every effort to present an accurate projection of service volumes based on historical usage. Volumes shown on Attachment A were obtained from actual account analyses over a six month period. As a result, no account analyses will be provided to any proposer.

Should entirely new services be required during the contract period not contemplated by this RFP, those services will be provided at fees mutually agreed upon by the banking institution and the City and will not be charged at more than the banking institution's *then-current published* rate.

9. **Conflict of Interest**

A Conflict of Interest Form as required by statute is included (Attachment C). This form must be completed and returned as part of the proposal. The form is intended to identify any potential conflicts that may exist in regard to the services described herein between the bank and the City. Conflicts identified will be investigated and may disqualify a respondent from being considered for this proposal, this does not imply automatic disqualification.

III. FINANCIAL ENVIRONMENT OVERVIEW

The City currently maintains two (2) accounts and. Historical monthly collected balances for the accounts are outlined below. Aggregate ledger balances average \$ 2,284,576 and collected \$ 2,160,270 monthly for both accounts.

Description	Average Monthly Collected Balance	Type Acct
Operating Account	\$ 2,160,270	ZBA Master
Payroll	\$ 00	ZBA Subsidiary

The majority of banking activity will occur in the City's Operating Account. All wires, securities transactions, and transfers process through this account. Utility credit card payments are currently clearing through a Merchant Bank ETS and deposited directly into operating account. The Operating Account is used to cover accounts payable, payroll, employee deferred compensation and tax payments. The account also directly receives ACH tax payments, utility customer drafts, and sends debt service payments. This account is funded primarily from transfers from Texpool funds or outside funds.

Fortnightly payroll checks are written from the Operating Account for 318 employees for a total payroll averaging \$500,000. Direct deposit is used currently by 85 % of employees.

When used as rates increase, the sweep will be into an approved AAA-rated SEC registered government money market fund as described below. Any or all City funds may be maintained and invested by the City outside this contract. The City will be under no obligation to maintain time or demand funds in the bank.

IV. FINANCIAL INSTITUTION QUALIFICATIONS

The proposal must include a response to each question in this Section.

1. Creditworthiness

In order to fulfill the City's fiduciary responsibility to protect public funds, each bank, submitting proposals shall provide, in response to this item:

- a. Provide an audited annual financial statement for the most recent fiscal period. The financial statements may be submitted in electronic form or provided as a reference link on the internet. The bank will be required to submit an audited statement to the City each year of the contract period, as soon as it is available. Confirm agreement to this requirement.
- b. Provide certification of the bank's Community Reinvestment Act (CRA) rating by the rating agency. The bank will be required to notify the City of any change in this rating during the contract period, as soon as it is available. Confirm agreement to this requirement.
- c. Provide the bank's most recent four quarters rating from an independent rating agency such as Highline (Thompson Financial), Veribanc, or comparable agency. If not available, provide the most recent senior and subordinate debt ratings.
- d. The bank will be contractually liable for notifying the City within thirty (30) days of any change in these ratings during the entire contract period. Confirm agreement to this requirement.
- e. Provide a statement of any merger or acquisition announcement.

2. Customer Service

Service will be a focus of the evaluation. Describe the bank's philosophy and approach to satisfying this need.

- a. How many individuals does the bank have in the local bank? How will the bank provide relationship support for banking services?

- b. What approach or service program functions will be instituted to provide the best service?
- c. How is local service and overall contract performance monitored at the holding company level?
- d. What, if anything, is distinctive about the bank's approach to customer service? How will this benefit and impact the City?
- e. How do the local employees and bank support the community and the City?
- f. What is distinctive about the bank's approach to its service automation? How will this impact the City now and in the future? What new services are planned which may impact the City? When are these planned to be available?
- g. Is there any bank availability policy which differs from the FRB availability schedule? If so define and describe thoroughly denoting any delay of receipt of funds to the City.
- h. Is the bank offering any transition or retention incentives? Describe fully and quantify completely.
- i. What support will the bank be able to offer the City in a disaster situation to maintain stable banking functions? Focus on systems, telecommunications and power, operational facilities, and transportation.
- j. The City requires the right to use a third party auditor to review the City's accounts and transactions and the bank's records regarding the City and its transactions at any reasonable time. Confirm agreement with this condition.

3. References.

List references from at least three comparable public non-profit clients. For each reference, include the length of time under contract, a client contact, title, and telephone number.

4. Implementation timeline.

Provide the proposed, detailed timeline for implementation of the contract including the activities required by both parties and assignment of responsibilities during implementation.

- Note any provisions or requirements and when the implementation of services could or would be scheduled. (Specific information for lockbox implementation will be required below.)
- Denote any limitations.

VI. REQUIRED BANKING SERVICES

The proposal must include a response to each of the questions in this Section and all associated fees must be detailed on Attachment A.

1. Account Structure

Under this contract the City anticipates utilizing the same account structure with a master ZBA account. When a sweep is feasible the master would be swept daily to an SEC registered **government** money market mutual fund.

- If a fee basis is used to pay for services rendered, the accounts may be swept to zero.
 - If a compensating balance basis is used to pay for services rendered, the accounts may be swept by the bank to the compensating balance amount. Preferably but not necessarily, interest from the sweeps will accrue and be credited to the individual accounts monthly.
- a. Describe the bank's ability to provide a ZBA structure.
 - b. Can the bank provide a sweep? Would funds be swept first to a master account or be swept directly from individual accounts. Include classifications of accounts (ZBA or other) to be used in the structure and their fees. (Attendant fees must be detailed for both on Attachment A if both methods are presented for review.)
 - c. Is the bank proposing a different structure especially with the rates historically low? Describe.
 - d. In a sweep, will sweep activity be reported on a daily transaction basis or only on a monthly basis?
 - e. Will interest from the sweeps be applied at the account level?

- f. Are funds swept at end of day or next day? If next day, how are funds collateralized overnight – especially when balances are being swept to zero?
- g. Provide the **net** rate history for the proposed sweep fund for the past year on Attachment B. More than one fund may be proposed for consideration.
- h. Provide the prospectus for the offered fund if proposing a sweep for use during the contract. A AAA-rated, SEC registered government fund should be utilized for the sweep. Minimum amounts should be noted as well as any other requirements of the fund or bank.
- i. If the Bank can not provide a sweep mechanism, or if alternative account types are proposed for the accounts, describe the account structure proposed including the type of accounts (interest bearing, money market, ZBA, etc.) along with the overall account structure.
- j. If interest bearing accounts are to be used indicate any index used to set the rate on the account.
- k. Will FDIC fees be charged directly to the account on the analysis?

Neither offshore accounts nor repurchase agreements are acceptable as a sweep vehicle. The City may be required or may desire to open additional accounts or change accounts during the contract period. Any new accounts shall be charged at the same contracted amount.

2. **Automated Cash Management Information Access**

The City requires web-based, automated cash management services and prior day balance reporting for timely access to balance information and transactions. It requires a high degree of automation within the various service areas such as ACH and reconciliation.

Imaging of all checks and image retention is required. Imaging of deposit slips and deposit items is preferred. Preferably statements and account analyses will be available in electronic form.

Minimum on-line services should include balance reporting, stop pays, positive pay exceptions, account transfers, and wire transfers. Daily balance reporting should include detail on all transactions with summary reporting on closing ledger and collected balances along with one-day float, at a minimum.

- a. Fully describe the bank's on-line service capabilities. List system capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.) and describe any differentiation on transaction and summary account types.
- b. Are all reporting processes and services web-based?
- c. Detail the availability of prior day and intra-day detail and summary reporting. When is prior day information available? What is included? Is intra-day information real-time or delayed? Specify.
- d. Define the image and history retention features available.
- e. Can customized reports draw across reporting modules and activities (cross functionality)? Describe and detail.
- f. Can the bank consolidate information? At what level and on what schedule?
- g. Describe back-up procedures for use by the City with any interruption in the automated system delivery of information.
- h. Describe provisions for off-site backup and continuation of services in local or regional disaster situations.
- i. Describe the security protocol for online services. How is authentication and authorization provided? How is the administration of the security module established and maintained?
- j. What are the hours of available technical support? How is it provided?
- k. Submit samples of major screens and reports available or provide a website link and sign-on information for an on-line review of all the City functions, if available. If not available, submit screen prints.

3. **Optical Imaging**

Describe the bank's optical imaging process and what items are able to be captured (checks, statements, deposit slips, deposited items, etc.).

- a. Describe the service and provide sample reports and screen layouts.
- b. Are check images available on-line? If so, when? How long are images available on line?
- c. Is a monthly CD provided? What is on the CD? When is it available?
- d. How are images charged? (as created, as viewed, as retained)?
- e. Is there a fee for more than one CD provided?

4. **Collection and Deposit Services**

Standard deposit services are required. The City anticipates a daily deposit by staff with an average of three individual deposits) and a potential for more deposits during tax periods. Deposits are batched with tapes attached. The City does not encode checks.

All deposits received by the bank's established deadline should be processed same day. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and U.S. government securities maturities and coupons. All other checks clearing will be based on the bank's published availability schedule. Failure to credit the account will require payment reimbursement to the City at the then-current Fed Funds rate. Returned items are to be re-deposited automatically.

- a. What is the bank's daily cut-off time to assure same day ledger and, pending availability, collected credit at (a) banking center, (b) branch, and (c) remote facilities?
- b. Does the bank require or prefer strapping and rolling? What are the cost options/benefits/requirements for separating cash and checks? Coin and check?
- c. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?
- d. When are credit/debit advices sent to the City from the various deposit location types? Are these advices available on-line? Preference will be given to electronic delivery. Are originals or images of originals with each advice?
- e. Do daily reports include activity by account and location? Are all deposits designated by location and tracked as such through the reporting?
- f. Does the bank offer deposit location tracking and deposit reconciliation?
- g. How does the bank handle discrepancies in deposit amounts? What settlement process is followed?
- h. How and when does notification of return items take place? List the elements reported (date, status of return, reference number, account numbers and routing number, amount, etc.)
- i. What type deposit bags are used or required? Are these available from the bank? At cost?
- j. Are dual verification security measures used on all receipt of deposits at each type deposit location?
- k. Are any deposits or credits delayed for any reason?
- l. If provisional credit is given on deposit before verification, when does verification occur?
- m. How much advance notice is required on coin and currency orders? Can orders be placed on line? Is there any minimum purchase requirement? What is the turn-around time on orders?
- n. Include a list of all the bank's deposit locations.
- o. Price the total fees which would apply to the following sample deposit as outlined below. (This does not reflect a *normal* City deposit and is used for comparison purposes only.)

SAMPLE DEPOSIT:

The sample deposit would be made (a) in four (4) tamper-proof deposit bags, (b) with strapped where possible as shown below, (c) with coins that are not rolled, (d) with tapes attached to bundled but not endorsed checks. The breakdown on the deposit is:

Currency

Denom.	# Straps	Loose \$	Total \$	
\$100	5	\$ 300	\$ 20,300	
\$ 50	6	\$ 600	\$ 15,600	
\$ 20	4	\$ 340	\$ 4,340	
\$ 10	9	\$ 70	\$ 4,570	
\$ 5	22	\$ 175	\$ 5,675	
\$ 1	50	\$ 14	\$ 2,514	\$ 52,999

Coins

\$.25		\$ 427	
\$.10		\$ 114	
\$.05		\$ 10	
\$.01		\$ 2	\$ 553

Checks

280 checks	\$140,252	<u>\$ 140,242</u>	
			\$ 193,794

Remote Electronic Check Acceptance and Conversion

The City is interested utilizing remote check deposit at the City Hall location and possibly at other locations during the contract period.

- Describe the process used in remote deposit.
- Describe the bank's process and capabilities in capturing checks remotely. Describe equipment needs.
- Does the bank provide remote deposit processing currently? Give three references for comparable entities including a contact name and number.
- What is the final cut-off time? Are there any limitations on batch size? Limit on number of transmissions per day?
- If a check is accepted and subsequently returned by the bank, what obligations does the City have? The bank? How will collection be made?
- What options does the City have in scanners for use with the process? Is this equipment available through the contract? List the equipment required along with its approximate cost(s).

5. Disbursing Services

Disbursing services are required to include the payment of all City payroll checks without charge upon presentation. The City requires positive pay services for all its checks and accounts and prefers payee verification.

The City has a commercial card program in place with the current depository. It is used for recurring purchases and purchase orders under \$1,500 and creates an average of 220 transactions per month.

The City does not have a mandatory direct deposit policy but actively encourages its employees to move to direct deposit. Currently pay cards are not used. Pay cards are discussed in a separate section of this RFP.

- When is daily check clearing information available online through intra-day reporting?
- Does the bank image all checks? Are all checks truncated? What options are available?

- c. What level of reporting on received items is included? (check number, dollar amounts, value dates, transaction codes, etc.)
- d. Does the bank agree to cash all City payroll checks without fees?
- e. Commercial card questions to be completed

6. Positive Pay and Reconciliation

The City uses positive pay on one account along with partial reconciliation. To safeguard against fraudulent checks, positive pay is required on all accounts preferably with payee verification. Currently positive pay is used on only on the accounts. The City requires positive pay services with complete indemnification for fraudulent checks. The proposal must provide a fully automated and web compatible transmission process. Transmissions are made as part of each check run. Manual check information should be able to be input and transmitted on line.

The City currently combines positive pay services with partial reconciliation services.

- a. Describe data transmission file and timing requirements for check registers.
- b. Is payee verification available?
- c. Is positive pay input for manual checks available on-line? Describe fully.
- d. Is exception reporting and handling managed totally online? Describe.
- e. Does the bank review exceptions such as encoding errors for possible repair before creating a City exception item?
- f. How and when (at what time) is positive pay exception information reported to the City? Is email notification available?
- g. What is the response deadline (at what time) for City exception elections?
- h. What responses are available? (Pay, No pay, Hold?)
- i. Are all checks, including those received OTC by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on over-the-counter transactions?
- j. If positive pay services are not available, state the bank's policy on City liability for fraudulent checks.
- k. Does the bank provide fraud control paper check stock?
- l. If positive pay is not available but is planned for implementation, provide the anticipated start date.

Account Reconciliation

The City currently uses partial reconciliation.

- a. Describe your partial reconciliation services.
- b. Does the bank provide deposit reconciliation services? If yes, describe.
- c. Describe the cost efficiencies, if any, of combining partial reconciliation with positive pay in your bank.
- d. Specify data transmission requirements.
- e. When are reports available from partial reconciliation? Are they online or paper?
- f. If truncation is used, how long are the physical checks retained?
- g. Provide samples of account reconciliation reports.

7. Wires and Internal Transfer Services

The City has few wires each month. Incoming wire transfers must receive same day credit. Wire initiation should be available over an automated system. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- a. Can wires be initiated and monitored on-line?

- b. Can repetitive templates be created? Do repetitive or non-repetitive wires require the same levels of authorization?
- c. What authorization features are available on wires? Do you require dual authorization?
- d. Is future dating of wires available?
- e. State wire access, posting, and cut-off times.
- f. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of daily activity or incoming wires.
- g. Is the ability to do internal transfers available on-line?
- h. IS the charge for late instructions?

8. ACH Services

ACH service is required for payroll direct deposit fortnightly, direct debits for utility payments (approximately 23 per month), transfers to pools, and for semi-annual debt service payments. The City requires pre-notification.

- a. Is ACH service fully available on-line for individual transactions as well as by transmission for batched files? What are the cut-off times.
- b. What is the policy on and handling of ACH returned items?
- c. Can ACH items be future dated?
- d. What specific filters and blocks are available on the accounts? Define and describe all your fraud filter options.
- e. What options are available for reversals and deletions?
- f. Are ACH addenda shown in their entirety on-line and on reports and statements?
- g. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?

9. Investment of Idle Funds and Safekeeping Services

All City investments will be made by the City or its investment adviser and instructions for safekeeping will be given to the bank by an authorized staff member or the adviser. The bank will be required to provide book-entry safekeeping services through the bank or a correspondent. All securities must be cleared on a delivery versus payment (DVP) basis and ownership documented by original safe-keeping receipts. All interest payments and maturities shall be given immediate credit.

The City anticipates an average of between five (5) and fifteen (15) securities in FRB or DTC safekeeping at any time. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt sent directly to the City within one business day. The bank's brokerage services will not be used in order to perfect DVP and independent third party safekeeping.

- a. Is on-line information available for securities? For clearing? For safekeeping?
- b. Describe bank safekeeping arrangements proposed.
- c. If the bank is using a correspondent bank, identify the bank and describe the process to be used.
- d. Are fees charged for clearing, safekeeping and income distribution or are fees bundled?

The City may choose to purchase time deposits from the bank but all time deposits will be competitively bid. The bank may provide a set basis for establishment of CD rates if desired.

11. Collateral Requirements

The City requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. City funds are public funds and fall under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) with additional restrictive City requirements. If funds are, for any reason not swept, all un-invested

time and demand funds above FDIC insurance coverage must be collateralized to **102%** with securities authorized by the City. Authorized collateral will include only:

- Obligations of the U.S. Treasury
- Obligations of U.S. Agencies and Instrumentalities (excluding letters of credit) to include mortgage backed securities which pass the *bank test*
- Obligations of any US state, their agencies and instrumentalities, and municipalities rated A or better by two nationally recognized rating agencies.

All securities pledged to the City will be held by an approved independent third party institution outside the bank's holding company. The bank will be responsible for the pricing of securities and continuous monitoring and maintenance of margin levels. The custodian will provide a monthly report directly to the City on the collateral pledged. Preferably the custodian will provide market values on the securities.

A collateral agreement shall be executed under the terms of FIRREA¹ and approved by resolution of the bank's Board or Loan Committee.

Collateral pooling will probably not be acceptable but the City reserves the right to chose or not to chose this pledging mechanism.

If, for any reason, funds are not swept to overnight investments, collateral will be pledged against total collected deposits held and the following conditions must be met as described and agreed to. Acceptance of these requirements must be confirmed.

- Collateral must be held in an independent third party bank outside the bank's holding company.
- All deposits will be collateralized at **102%** of principal plus accrued interest daily, excluding FDIC insurance.
- The bank is responsible for the continuous monitoring and maintaining of collateral margin requirements.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian and the City will receive a report of collateral pledged including description, par, market value, and cusip monthly.
- Substitution rights will be granted if the bank obtains the City's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
- The bank shall execute a collateral agreement with the City for custody of pledged securities in full compliance with FIRREA not less than five days before commencement of the contract.
- The Custodian will provide monthly collateral reports directly to the City.

- a. Does the bank confirm agreement to the conditions stated above? If not, clearly define any exceptions and what will be substituted to assure City funds' safety.

12. Account Analysis

A monthly account analysis report shall be provided for each account and on a consolidated account basis. *Please note that a pro-forma analysis provided will not be used in lieu of the Attachment A to determine fees or monthly anticipated charges.*

- a. Provide a sample account analysis.

- b. State when the analysis will be available each month.
- c. Is the analysis provided on-line. Is it on the monthly CD, if one is provided?
- d. How long are analyses maintained on-line?

13. Monthly Statements

The bank will provide monthly account statements on individual accounts and on a consolidated account basis. All accounts are on a monthly cycle. Timeliness is critical.

- a. Provide a sample statement.
- b. When are statements available in paper and online?
- c. Is the statement available on line? Also in paper form? Is the report on the monthly CD, if one is provided?
- d. How long are statements maintained online.
- e. If the monthly CD contains the statement, will there be an additional fee for a paper statement?

14. Account Executive

To insure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the City account to coordinate services and expedite the solution of any problem. The account executive should meet with City staff semi-annually on banking matters.

- a. Provide a structure for support to be provided by the bank. Explain how this support level will address problems and promote ongoing communications.
- b. Provide the name and title of the proposed account executive and one backup.
- c. Will this individual handle technical problems, questions, or changes? Daily operational difficulties?
- d. What kind of additional technical support is available after business hours and on weekends?

15. Overdrafts

Every effort will be made by the City to eliminate net aggregate daylight and overnight overdraft situations.

- a. State the bank's policy regarding aggregate overdraft charges and the fees, if any.

16. Stop Payments

The City currently averages one stop pay a month completed online and requires a minimum six month stop pay period. An automated stop pay process is desired but not required.

- a. Describe the service and bank's policy on stop pays.
- b. How long will stop pays remain in effect?
- c. How is renewal accomplished?
- d. Can a stop pay be cancelled? How?
- e. What is the deadline for same day action?
- f. Will the on-line system verify if the check was cleared before accepting the stop pay?

17. Company Banking

Describe any program the bank has in place to benefit the employees of the City including services provided and applicable fees to the City or employee.

- a. Is availability only for employees using direct deposit or on City employment alone?
- b. List the services available to employees.

V. OPTIONAL SERVICE

The proposal must include a response to each question in this section and all fees associated with the service must be shown on Attachment A. If the service is not available respond as "Not Available".

The City continues to investigate new services for inclusion under its banking services contract. These services are not currently required but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for current, or future, use under the contract. The City will make its determination after receipt of the bids as to whether a particular service will be used initially or at all. If the service is initiated later in the contract period the services and charges stipulated in this proposal will be applied. If the bank currently does not offer the service but is planning to offer the service during the projected contract period, it should so stipulate along with the anticipated date of activation.

1. Stored Value Cards (Pay Cards)

The City currently does not utilize stored value cards but may consider it during the contract period especially for payroll. Users must have the ability to use the cards at point-of-sale as a debit card and/or for cash withdrawals at financial institutions and ATMs.

The purchasing ability of the cards must be limited to the stored value of the card. The City is authorized to assess fees from the user for issuing the stored value cards. The City must provide an opportunity for card holders to access the total amount of their funds either through ATM withdrawals or counter presentation without incurring a fee at the bank's own facilities.

The City will be responsible for marketing the use of the program and has total discretion on the distribution of the cards. The banking institution is required to provide card holders with all processing and transaction information. Services expected from the bank would include at a minimum:

- *embossing, encoding and distributing cards as directed by City*
 - *provision of electronic statements to cardholders via on-line web access*
 - *administration of accounts: maintenance of accounts, application of funds, authorization of transactions, related tracking*
 - *customer service functions*
- a. Does the bank provide pay cards or a comparable service? How long has this process been available?
 - b. How many customers use the service? Provide three comparable references for the service.
 - c. Which program (authorization mark) does your program use? (Visa, MasterCard (MC), etc.)
 - d. Describe the enrollment process. Is enrollment online and does it provide for batched and individual item processing? Are there limitations on the batches?
 - e. What are the costs to the institution associated with inactivity (dormancy) or liquidation of stored value amounts to the City? To the end-user?
 - f. What are the inactivity (dormancy) levels for the program? What does inactivity trigger?
 - g. Can the term of the program be matched to the depository contract?

- h. Describe your customer servicing. Is multi-lingual customer service staff available?
- i. Will the bank handle the escheatment process for terminated employees?
- j. Describe data transmission requirements and deadlines?
- k. Define all services charged to the card holder.

2. Image Lockbox

The City is investigating the use of an image lockbox for receipt and posting of utility bills. Currently this process is completed efficiently in-house but an evaluation of the process, its costs, and its impact will be made.

- a. Describe fully the bank's ability to provide an image or standard retail lockbox service.
- b. When is information available?
- c. Describe the implementation timeline.
- d. What level of technical assistance is the bank anticipating would be given to the City to implement the lockbox and design the remittance document?
- e. When could the lockbox be implemented?
- f. Where is the chosen lockbox facility located? What address (city, not street or specific location) would be used for remittance on each?
- a. Describe the work flow and processing of payments at your facilities.
- b. When is mail collected and delivered to the facility? How many times daily? How many hours of operation each day?
- c. Can the lockbox handle remittances paid by credit card?
- d. Describe the major components of your overall process including quality control checkpoints.
- e. Is image processing currently included? Are there additional imaging costs for each item (check and remittance document)? Is there a separate fee assigned for the transmission of images?
- f. Will City mail be processed on all shifts including weekends?
- g. Do you process wholesale and retail lockbox on the same equipment? If so, how are payments prioritized?
- h. Is there a formal procedure for responding to and correcting errors and problems? If yes, please describe including average response time.
- i. Provide the names, contact names and telephone numbers of at least three comparable public lockbox clients.
- j. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?
- k. Describe the data transmission process (BAI, 823, 820, or other) and provide all sample reports to be received. What transmission protocol is used? What options are available? Is their full MICR capture?
- l. What is the earliest transmission time that information is available on the daily deposit(s)? Intra-day? Is this information available on-line?
- m. Who is responsible for handling adjustments and error resolution? How?

VI. BANK COMPENSATION

The City will consider payment for services on **both a fee and compensating basis**. The costs will be evaluated against earnings potential based on historical rates at the bank. A decision of the method to be used will be made initially only after analysis of the proposals and on an on-going basis as interest rates change.

If fees are chosen, the bank may direct debit the designated account after a five day City review and approval period each month. The City may or may not leave funds in the bank dependent upon the availability of a sweep mechanism and the interest rates being offered by the bank.

If a compensating balance basis is chosen, the bank will be responsible for establishing and maintaining the compensating target balance at the published Earnings Credit Rate (ECR). All other funds will be left in the account at the then-current rate. No carry-over settlement should then be required.

Each proposal must include a completed Attachment A listing **all** charges applicable to the services outlined in this proposal (bundled and/or unbundled). The basis of the charge (per item or per account/month) should be clearly noted. If services or unbundled charges needed to provide this service are not currently listed on Attachment A, add same by name and include applicable fees.

Please clearly stipulate how software and account maintenance charges are to be charged for various services.

ATTACHMENT A
CITY OF KERRVILLE, TX
PROPOSED FEE STRUCTURE

To avoid misrepresentation of fees, assure that every fee item required to provide the service under your bank's fee structure is represented regardless of current history volumes.
 Especially note fees on volume and shaded items.
 Monthly volumes are shown in hidden columns D-I.

AFP	Service Description	Unit Basis	Avg Mo. Vol.	Proposed	Notes, if applicable
				Fee	
	Average Ledger Balance		2,280,096		
010000	Master Account Maintenance Fee	Per account	1		
010000	Subsidiary Account Maintenance	Per account	2		
010000	Money Market Account Maintenance Fee	Per account			
010000	Interest Bearing Accounts Maintenance Fee	Per account			
010020	Investment Sweep Maintenance	Per account/Per Mo			
010112	Dr/Cr Sweep Transaction Fee	Per item			
010020	ZBA Account - Master	Per account	1		
010021	ZBA Account - Subsidiary	Per account	2		
159900	Negative Collected Item	Per item			
010100	Checks/Debits Posted	Per item	61		
010101	Credits Posted		107		
	Commercial Check Cashing				
00210	Negative Collected Balance Fee	Per item			
150340	Overdraft Item Returned	Per item			
150341	Overdraft NSF Item Paid	Per item			
999999	Audit Confirmations	Per item			
010307	Statement Cycle	Per month			
010310	Printed Statement	Per item			
010310	Additional Address Paper Statement	Per item			
	Post No Checks	Per account			
	Subtotal				
	Automated Services - Balance & Detail				
401004	Account Maintenance Fee (45 Day History)	Per account/mo			
400000	Online Reporting Client Maintenance Fee	Per relationship			
400800	Acct Balance Report - to 10 Accts	Per account/overall			
400699	Online Access Maintenance Fee	Per account/overall			
400699	Online Access Subscription Fee	Per month			
400052	Previous day Reporting	Per account	3		
400051	Previous Day Dr/Cr Items	Per item	1,158		
400000	User Module Fee	Per module			
400055	Current Day Reporting	Per item			
400054	Current Day Items	Per item			
400699	Transactions Loaded	Per item			
400055	Transaction Reported	Per item			
151350	Image - Paid Check Monthly Maintenance	Per item	1		
151399	Image - Paid Check Per Check	Per item	684		
159999	Image Retention Per Item	Per item			
151352	Image Retrieval - Image View <90 days	Per item	7		
151352	Image Retrieval - Image View >90 days	Per item	0		
150400	Image Search	Per item	18		
400999	Online Image Request - Fax Delivery	Per item	0		
400222	Event Messaging		0		
400999	Special Report Fee	Per item			
400800	Extended Storage - 90 Days	Per item	1,823		
	Subtotal				
	Imaging				
151353	CD ROM Media	Per item	1		
151353	CD ROM Additional Media	Per item			
159999	CD ROM Maintenance	Per item			
151300	Image retention Ext	Per item			
151351	Image Capture per Image	Per item			
151352	Image Retrieval per Retrieve	Per item			
151352	Image Retrieval Lt per Retrieve	Per item			

AFP	Service Description	Unit Basis	Avg Mo. Vol.	Proposed	Notes, If applicable
				Fee	
100414	Return Item Image Monthly Maintenance	Per account	3		
	Subtotal				
	Branch Deposits				
10000	Commercial Account Maintenance	Per account			
100500	Branch Credits Posted	Per deposit			
100000	Branch Immediate Verification	Per item or \$1mm			
100007	Branch Deposit Post Verification	Per item or \$1mm			
100048	Branch Deposit - Currency	Per item			
100210	Deposit Location Reporting				
100500	Credits Posted	Per item			
100220	On-us Items	Per item	4,524		
100212	Transit	Per item	236		
100228	Encoding Charge	Per item			
100100	Deposit at Cash Vault	Per item	2		
100015	Branch Cash Deposit at Teller	Per \$1	135,639		
100400	Return Item - Chargeback	Per item	9		
100402	Return Item Redeposit	Per item	14		
100401	Return Detail Reporting	Per item			
100230	Branch Deposit Correction	Per item			
100140	Branch Change Order		3		
100048	Branch Order Currency Strap	Per item	433		
100001	Branch Order Processed	Per item			
100044	Branch Coin Roll Furnished	Per item	8		
150320	Check Exception Return	Per item			
159999	Check Photocopy Retrieval	Per item			
159999	Paper Check Return	Per item			
	Subtotal				
	Remote Deposit Services (New Service)				
010010	Remote Deposit Maintenance (two scanners assumed)	Per account/mo.			
	Remote Deposit per item				
001010	On-us Item Capture	Per item			
001010	Off-Us Item Capture	Per item			
001010	Remote Capture Items Deposited	Per item			
001100	Transmission	Per transmission			
001110	Transmission Detail	Per item			
151352	Desktop Images Retrieved				
400003	Monthly Report Base				
400231	Desktop Report Per item				
	Scanner				
	Subtotal				
	Disbursement Services				
150501	Commercial Check Cashing	Per item			
080000	Commercial Card Monthly Maintenance	Per item	1		
080340	Commercial Card Issuance	Per item	5		
080100	Commercial Card Transactions	Per item	221		
	Subtotal				
	ACH Processing				
250000	ACH Maintenance	Per month	2		
250000	ACH Online Maintenance	Per month			
250201	ACH Electronic Credits Posted	Per item	339		
250102	ACH - One Day	Per item	1,318		
250102	ACH - Two Days	Per item	1,210		
250200	ACH Debits Received	Per item	330		
250201	ACH Credits Received	Per item			
250120	ACH Addenda Records (originated/received)	Per item			
251071	ACH Notification of Change	Per item			
250401	ACH Return Fax Notification	Per item	3		

AFP	Service Description	Unit Basis	Avg Mo. Vol.	Proposed	Notes, if applicable
				Fee	
250710	ACH Fax Service	Per item	6		
251070	ACH Fax NOC - On Us	Per item	1		
251070	ACH Fax NOC	Per item	1		
250401	ACH E-mail or Online Notification	Per item			
250501	ACH File Processing	Per Item			
250500	ACH File Transmission	Per item	5		
251050	Debit Block Maintenance	Per account			
251050	Post No Checks	Per account			
251051	Filter/Block Authorized ID (filter on DR block)	Per item			
259999	Filter/Block Report	Per month			
250000	ACH Vendor Monthly Maintenance	Per account/Mo	0		
250302	ACH Return	Per item			
250305	ACH Return - Online Reported	Per item			
250640	ACH File Delete/Reversals	Per item			
250300	ACH Return Items DR/CR	Per item			
250711	ACH Return Items Faxed	Per item			
250400	ACH Online Return Subscription Account	Per account			
250400	ACH Online Return Subscription - per item	Per item			
250311	ACH Return Item - Dishonored	Per item			
250703	ACH Online Subscription Account	Per account			
250703	ACH Online Subscription per item	Per item			
	Subtotal				
	Positive Pay with Reconciliation Services				
150030	Positive Pay Monthly Maintenance with Partial Recon	Per account/month	1		
150031	Positive Pay Monthly Maintenance with Full Recon	Per account/month			
150030	Positive Pay Monthly Maintenance without Recon	Per account/month	1		
150122	Payee Name Image Reviewed Item	Per item			
150030	Positive Pay Exceptions Online	Per item	1		
200300	Issue Input File with Reconciliation	Per item			
200201	ARP Positive Pay Issue	Per check issued			
209999	ARP Exceptions	Per item			
200210	ARP Manual Key Entry	Per item			
200305	ARP Online Statement	Per item			
200301	ARP Outgoing File	Per item			
200320	ARP Fax Fees	Per item			
209999	Aged Issue Record On File	Per item	1,972		
150100	ARP Checks Paid - Full Recon				
200330	ARP Partial Recon	Per item	651		
200310	ARP Paper Statement Monthly Maintenance	Per account/month	2		
200329	ARP Paper Statement Delivered	Per item	2		
200020	Partial Recon Maintenance	Per account/month	2		
200120	Partial Recon Detail	Per item	699		
150100	ARP Checks Paid - Partial Recon		651		
200301	Recon Output File Transmission	Per item			
200201	Recon Output Detail Transmission	Per item			
200400	Deposit Recon Maintenance	Per account/month			
200401	Deposit Recon Items	Per item			
	Subtotal				
	Stop Pays				
150500	Stop Pays - Automated	Per item	2		
150510	Stop Pay - Automatic Renewal	Per item			
	Subtotal				

AFP	Service Description	Unit Basis	Avg Mo. Vol.	Proposed	Notes, if applicable
				Fee	
	Wires and Transfers				
350402	Wire Detail Report Subscription	Per account	3		
350300	Incoming - domestic Straight - Fed Credit Electronic	Per item			
350541	Incoming/Outgoing Repair	Per item			
350103	Outgoing - repetitive - automated, domestic Debit S/T	Per item			
350101	Outgoing - non-repetitive - automated, domestic	Per item			
350541	Debit Repair	Per item			
350999	CHIP Debit - Electronic	Per item			
250700	Book Debit S/T - Electronic	Per item			
250700	Book Credit	Per item			
350121	Book Transfer Non-Repetitive	Per item			
350999	Book Debit Repair	Per item			
350551	Template Storage	Per item			
400001	Transfer Item	Per item			
350412	Mail Debit Advice	Per item			
350412	Mail Credit Advice	Per item			
359999	Wire Monthly Base	Per account			
350104	Wire - Outgoing FX Wire - CEO	Per transfer			
	Subtotal				
	Securities Custody Services (using \$25 million PAR)				
459999	Service Monthly Maintenance Custody	Per item			
	Set up Fee				
	Minimum ANNUAL FEE				
459999	Clearing Fees (Activity Charge)	Per item			
459999	FRB	Per item			
450102	DTC	Per item			
450499	Safekeeping Fees	Per item			
450499	FRB	Per item			
450111	DTC	Per item			
	Per asset held per year				
	Receipt Held Book Entry	Per item			
	Wire Fee				
450102	Custody per Cusip/Holding	Per item			
	Custody - first \$3 million				
	Custody - next \$10 million				
	Custody - over \$13 million				
	Per buy, sell, Call, maturity processed				
450102	Income Collection to DDA	Per item			
459999	Income Collection - Coupons	Per item			
459999	Income Collection - Maturities	Per item			
459999	Income Collection - Cash				
459999	Income Collection - Calls	Per item			
	Research				
	Online Access				
	Subtotal				
	REQUIRED SERVICES TOTAL SCORE.				
	OPTIONAL SERVICES				
		month			
	Pay Cards (assume 50 cards)	Per item			
010000	Card Customization	Per item			
060001	Monthly Maintenance	Per item			
060220	Enrollment - per card per account	Per item			
069999	Funding per card/month	Per item			
060100	Enrollment	Per item			
060200	Inactivity Fee	Per item			
060220	Replacement Fee	Per item			
060000	Web User Fee	Per item			
060310	Web Load	Per item			
	Service to User	Per item			

AFP	Service Description	Unit Basis	Avg Mo. Vol.	Proposed	Notes, if applicable
				Fee	
060320	ATM Cash Withdrawal	Per item			
060324	Cash advance OTC	Per item			
060403	ATM Balance inquiry	Per item			
060322	POS with PIN	Per item			
	Non-PIN purchase	Per item			
060400	Service Request Call	Per item			
	Scannable (Image) Lockbox				
050020	SNLB Maintenance	Per item			
050100	SNLB Wholesale Item	Per item			
050100	SNLB Item Non-Scannable				
05011L	SNLB Paper Delivery Preparation	Per item			
05011M	SNLB No Check Item	Per item			
05011R	SNLB Document Image Capture	Per item			
050113	SNLB Sort Manual	Per item			
050113	SNLB Groups/Sort Complex	Per item			
050121	SNLB Check Check Micr Capture	Per item			
050126	SNLB Data Capture	Per item			
05013B	SNLB Cash Processing	Per item			
050300	SNLB Deposit Preparation	Per item			
05031Z	SNLB Additional Reports	Per item			
050400	SNLB Data Transmission Maintenance	Per item			
050401	SNLB Data Transmission Item	Per item			
05041Z	SNLB Package Preparation	Per item			
050410	SNLB Postage				
050424	SNLB Document Image Presentment	Per item			
050424	SNLB Extended Storage	Per item			
050530	SNLB Unprocessable Item	Per item			
050600	SNLB Long Term Storage Checks	Per item			
050600	SNLB Long term Storage B&W Document	Per item			
059999	SNLB Incoming Courier Package	Per item			
059999	SNLB Return Item Maintenance	Per item			
10021Z	SNLB Check Clearing	Per item			

**ATTACHMENT B
HISTORICAL RATES**

Bank Name _____

Earnings Credit Rate (ECR)		
Month/Year	Rate	Notes, if applicable
Mar-10	0.000%	
Apr-10	0.000%	
May-10	0.000%	
Jun-10	0.000%	
Jul-10	0.000%	
Aug-10	0.000%	
Sep-10	0.000%	
Oct-10	0.000%	
Nov-10	0.000%	
Dec-10	0.000%	
Jan-11	0.000%	
Feb-11	0.000%	
	0.00%	

Interest Bearing Accounts		
Month/Year	Rate	Notes, if applicable
Mar-10	0.000%	
Apr-10	0.000%	
May-10	0.000%	
Jun-10	0.000%	
Jul-10	0.000%	
Aug-10	0.000%	
Sep-10	0.000%	
Oct-10	0.000%	
Nov-10	0.000%	
Dec-10	0.000%	
Jan-11	0.000%	
Feb-11	0.000%	
	0.00%	

Money Market Accounts		
Month/Year	Rate	Notes, if applicable
Mar-10	0.000%	
Apr-10	0.000%	
May-10	0.000%	
Jun-10	0.000%	
Jul-10	0.000%	
Aug-10	0.000%	
Sep-10	0.000%	
Oct-10	0.000%	
Nov-10	0.000%	
Dec-10	0.000%	
Jan-11	0.000%	
Feb-11	0.000%	
	0.00%	

Sweep Alternative(s)		
Month/Year	Rate	Notes, if applicable
Mar-10	0.000%	
Apr-10	0.000%	
May-10	0.000%	
Jun-10	0.000%	
Jul-10	0.000%	
Aug-10	0.000%	
Sep-10	0.000%	
Oct-10	0.000%	
Nov-10	0.000%	
Dec-10	0.000%	
Jan-11	0.000%	
Feb-11	0.000%	
	0.00%	

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

Adopted 06/29/2007

ATTACHMENT C

Agenda Item:

(Staff)

- 3D. Approval of sidewalk café permit at 201 Earl Garrett (Francisco's).

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

SUBJECT: Approval of a Sidewalk Café permit for 201 Earl Garrett, (Francisco's)

FOR AGENDA OF: 03/22/11

DATE SUBMITTED: 03/11/11

SUBMITTED BY: Charlie Hastings
Public Works Director

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Map of proposed sidewalk café

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Public Works Department has received a permit application for a sidewalk café located at 201 Earl Garrett Street (Francisco's). The restaurant owner, Francisco Espinoza, has satisfied the conditions and standards of the ordinance; the sidewalk café will consist of eight 42" tables located on the corner peninsula in front of 201 Earl Garrett, and two 30" tables located adjacent to the face of the building. Pursuant to Article II, Sidewalk Cafes, of the Kerrville Code of Ordinances, once authorized by council, the City Manager will execute a license agreement with the owner for this use of the city's right of way.

RECOMMENDED ACTION

The Director of Public Works recommends that council authorize the City Manager to execute a license agreement with Francisco Espinoza for a sidewalk café located at 201 Earl Garrett Street.

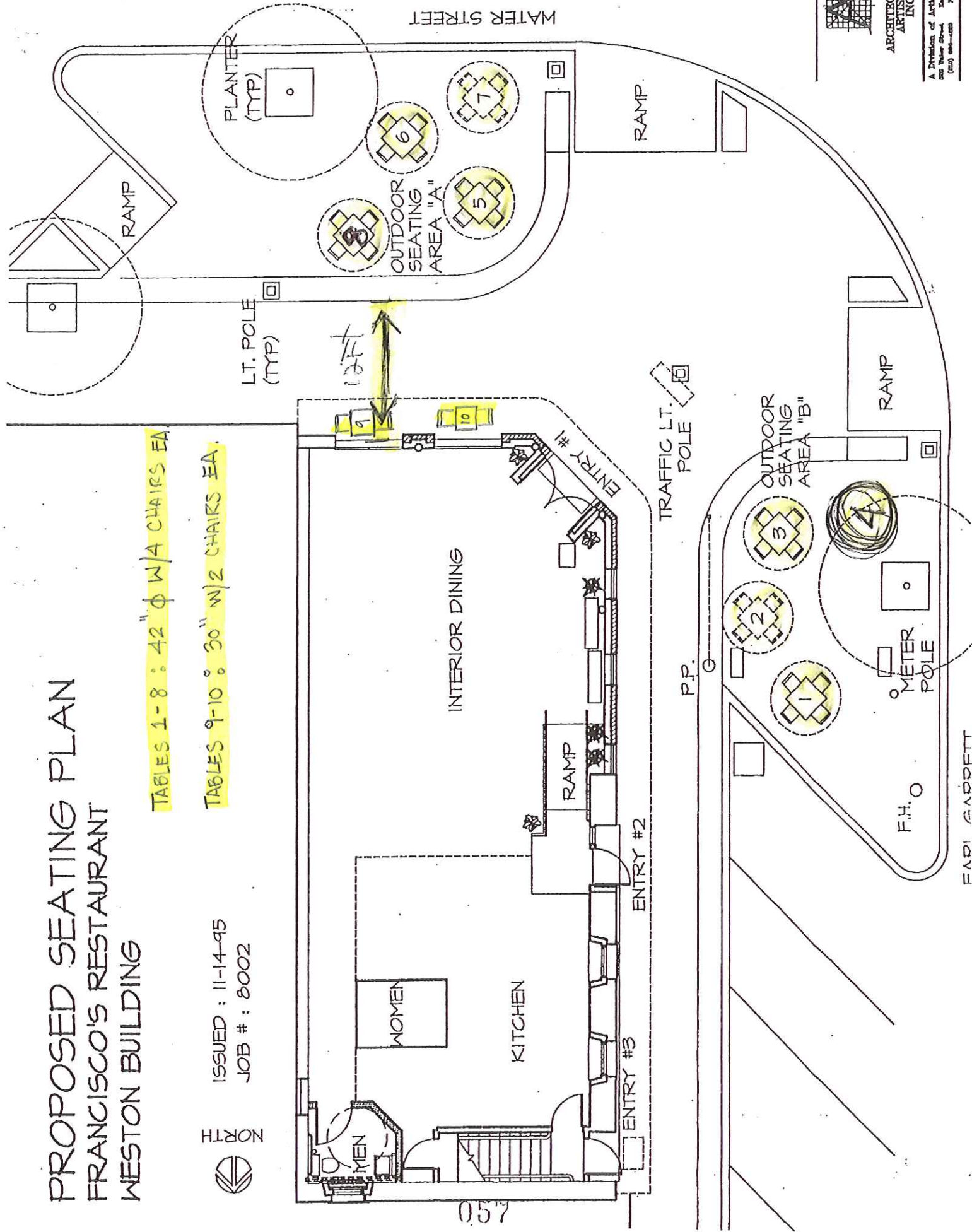
PROPOSED SEATING PLAN FRANCISCO'S RESTAURANT WESTON BUILDING

ISSUED : 11-14-95
JOB # : 8002



TABLES 1-8 : 42" ϕ W/4 CHAIRS EA.

TABLES 9-10 : 30" W/2 CHAIRS EA.



ARCHITECTURAL
ARTISANS
INC.

A Division of Artisan Group, Inc.
600 Valley Street
San Francisco, CA 94102
(415) 441-1234 Fax (415) 441-1235

FADI GADDETT

Agenda Item:

(Staff)

3E. Authorize donation of office furniture to Hill Country Home Opportunity Council, a 501(c)(3) charity, and finding that such donation is supported by a public purpose.

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

SUBJECT: Donation of office furniture to Hill Country Home Opportunity Council,
a 501(c)(3) charity.

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** February 28, 2011

SUBMITTED BY: Kimberly Meisner  **CLEARANCES:** Todd Parton
Director of General Operations City Manager

EXHIBITS: Resolution No. 083-2007 and photos of furniture

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

SUMMARY STATEMENT

The Hill Country Home Opportunity Council (HCHOC) will be vacating 433 Water Street in April 2011 in preparation for moving the structure to the River Star Arts & Events Center. Their office will relocate to 800 Earl Garrett.

The Hill Country Home Opportunity Council, formerly the Home Opportunity Advisory Board (HOA Board) of the City of Kerrville, is an IRS 501(c)(3) charity. They provide:

- Housing that is affordable to low-income and moderate-income people in Kerr County, Texas and adjacent counties.
- Enhance the creation of new housing and the rehabilitation of existing housing in neighborhoods located in Kerr County and adjacent counties, with special emphasis placed on creating ownership-housing stock for low-income families.
- Promote and create programs to encourage owner-occupied dwellings to rehabilitate the housing for accessibility for wheelchairs, thus being able to live in their dwellings longer.
- Provide housing education and ownership counseling through a community home ownership organization.

When the HOA Board came into existence as a City of Kerrville Board, they were located at 433 Water Street and provided used furniture by the City for the office. Since the HCHOC provides a non-profit public purpose, as defined in City of Kerrville Resolution No. 083-2007, they are requesting that the office furniture be gifted to them when they relocate.

The furniture consists of the following:

- One (1) office desk with return
- One (1) credenza
- One (1) manager's chair
- Two (2) – eight (8) foot tables
- Ten (10) folding chairs
- Two (2) - four (4) drawer file cabinets
- One (1) – two (2) drawer lateral file cabinet

RECOMMENDED ACTION

Approval of the donation of the office furniture currently located at 433 Water Street, Suite A to the Hill Country Home Opportunity Council, a 501(c)(3) charity, which Council believes serves a public purpose.

EXHIBIT A
CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 083 -2007

**A RESOLUTION AUTHORIZING THE TRANSFER OF ASSETS OF THE
CITY'S HOME OPPORTUNITY PROGRAM TO THE HILL COUNTRY HOME
OPPORTUNITY COUNCIL INCORPORATED**

WHEREAS, the City of Kerrville Home Opportunity Program was created in 1996 and has provided assistance for the construction and purchase of affordable housing by qualified applicants; and

WHEREAS, the Hill Country Home Opportunity Council, Inc. ("HCHOC"), a private, nonprofit, Community Housing Development Organization ("CHODO"), has been created and seeks to develop the remaining lots within the Legion Hills Subdivision as well as to develop similar residential projects in the future; and

WHEREAS, City Council has previously supported the transfer of certain assets of the Home Opportunity Program, such as the remaining lots and remaining fund balance to a CHODO, as evidenced by Resolution No. 018-2007, dated February 13, 2007; and

WHEREAS, the City Council finds that the creation and maintenance of affordable housing within the City, by the City or a private, non-profit organization such as the HCHOC, is and serves a public purposes; and

WHEREAS, the City Council finds there to be a public purpose in transferring the City's assets specified herein to the HCHOC, subject to the conditions provided below, and subject to appropriate contractual controls which will help ensure the fulfillment of the public purpose; and

WHEREAS, the City Council finds it to be in the public interest to transfer the assets of the Home Opportunity Program to the HCHOC;

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

SECTION ONE. The City Council hereby approves and adopts the findings made above.

SECTION TWO. The City Council authorizes the transfer of the following assets of the Home Opportunity Program to the Hill Country Home Opportunity Council, Inc, subject to the conditions as specified below:

- a. Cash balance within Account No. 80-10100, said funding related to the City's operation of the Home Opportunity Program and which as of this date amounts to \$69,557.75.
- b. Twelve residential lots located within Legion Hills, Phase IV, a subdivision within the City of Kerrville and previously dedicated to the construction of affordable housing.
- c. One approximately 3.5 acre tract of undeveloped land; generally located between Legion Hills, Phase IV, and adjacent to Loop 534 (Veterans Highway).

Approved by City Council
Date Aug 14, 2007
Volume _____ Page _____

SECTION THREE. The City Council authorizes the execution of a lease agreement with the HCHOC for the lease of space currently being used by the Administrator of the Home Opportunity Program and located in the Parks Administration Building, 433 Water Street; said lease to be for a term of three years, at a lease rate of \$1.00 per year. City staff is authorized to negotiate additional terms to the lease, including early termination where the City requires an alternative use of the building to be leased.

SECTION FOUR. The City Manager is authorized to work with the HCHOC to research the availability of future grant funding relating to the development or maintenance of affordable housing within the City.

SECTION FIVE. The City Council may consider conveying appropriate property interests that it possesses or may acquire to the HCHOC for its use in the development and maintenance of affordable housing.

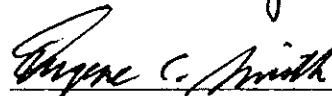
SECTION SIX. The City Council may appoint one (1) board member to the Board of Directors of the HCHOC.

SECTION SEVEN. The City Council authorizes the waiver of the following fees where such specifically relate to the construction of affordable housing and pursuant to permit application made by HCHOC or its representative:

1. Capital Recovery Fee;
2. Parkland Dedication Fee;
3. Building, Electrical, Plumbing and Mechanical Fees;
4. 3/4" Water Tap Fee; and
5. Sewer Tap Fee.

SECTION EIGHT. The transfer of the above specified assets shall be subject to the execution of an appropriate written agreement with the HCHOC. The agreement shall be reviewed by the City Manager and City Attorney and shall contain adequate controls to ensure the fulfillment of the creation and maintenance of affordable housing by the HCHOC and shall contain the terms provided herein. In addition, the deeds transferring the residential lots and 3.5 acreage shall contain the appropriate restrictive covenants as approved by the City Attorney in an effort to protect the City Council's intent and interest that the assets to be transferred are used for the exclusive use and purpose of creating and maintaining affordable housing within the City of Kerrville.

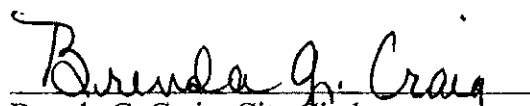
PASSED AND APPROVED ON this the 14th day of August A.D., 2007.

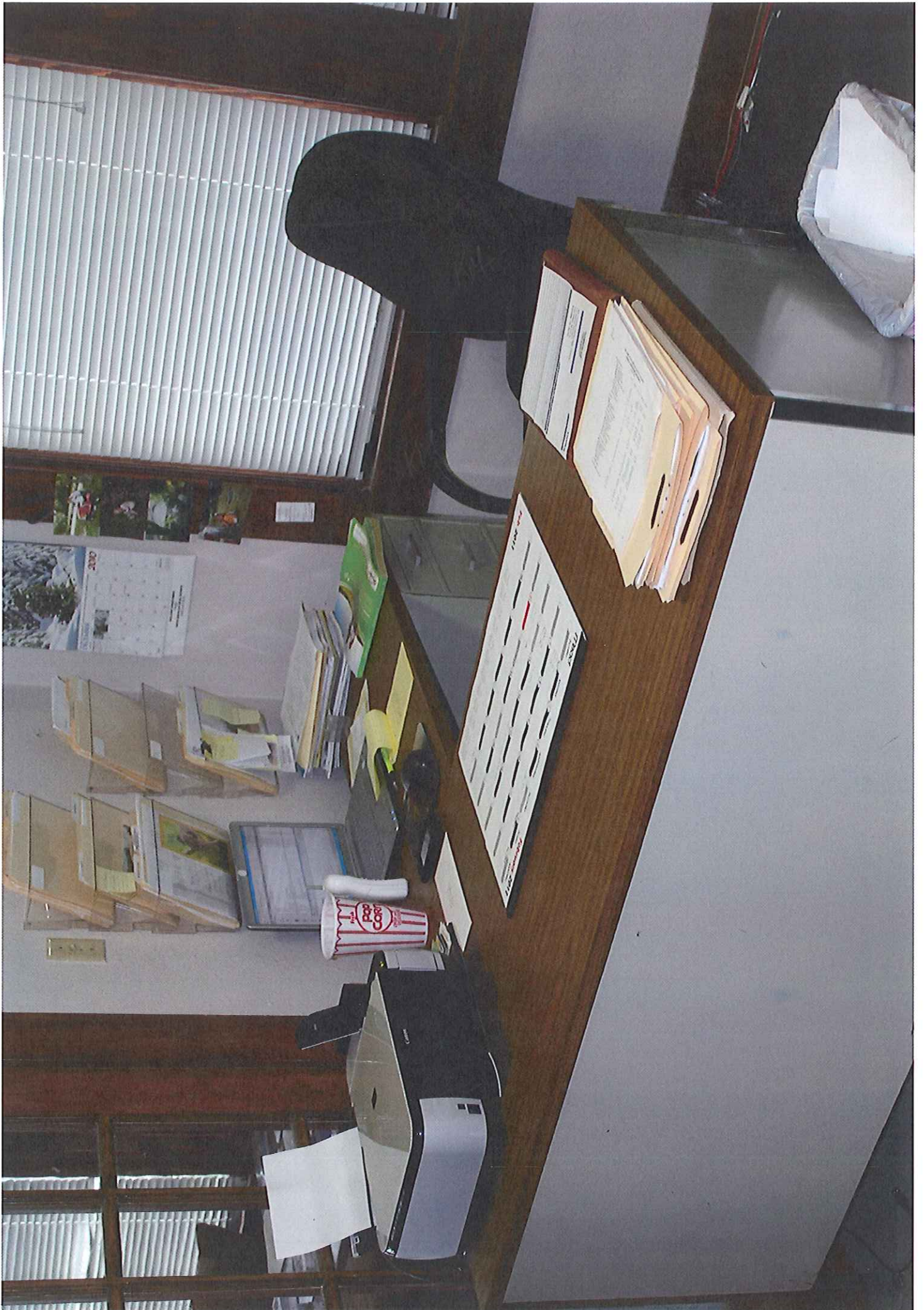

Eugene C. Smith, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:


Brenda G. Craig, City Clerk









4 Drawer File Cabinets



Agenda Item:

(Staff)

- 4A. Annexing several tracts of land consisting of approximately 278.4 acres along with adjacent and intervening public rights-of-way including Interstate 10 between the existing city limits and being generally located beginning northeast of the intersection of Morris Road and Town Creek Road, continuing in a northerly direction along Town Creek Road, across and including Interstate 10, then north through an undeveloped tract, and terminating at the James Avery Craftsman Campus, as located on the southeastern corner of the intersection of Harper Road (RR783) and Avery Road.

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

SUBJECT: Public Hearing: Annexation and Zoning Request – Consider a proposed annexation into the Kerrville City Limits of 278.4 acres of various properties, such properties being generally located near the Town Creek Road and Morris Road intersection, north along Town Creek Road, across and including Interstate 10, continuing north through undeveloped property and terminating at the south property line of the James Avery Craftsman Headquarters. (File No. 2011-06)

FOR AGENDA OF: March 22, 2011

DATE SUBMITTED: March 11, 2011

SUBMITTED BY: Gordon Browning 

CLEARANCES: Kevin Coleman 

EXHIBITS: Location Map, 5 Tract Maps 

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Annexation-Zoning Timeline:

- January 25, 2011 – City Council accepts annexation petitions from five (5) property owners as part of the Harper Road Utility Extension Project (116.55 acres) and instructs staff, in the public interest, to begin the annexation process on an additional 161.85 acres. (Resolution Nos. 004-2011 & 006-2011)
- February 18, 2011 – Written notice to affected property owners of the City initiated annexation and zoning mailed.
- February 23, 2011 – Notice of the required public hearing published in The Kerrville Daily Times.
- March 3, 2011 – Planning and Zoning Commission (P&Z) public hearing on proposed annexation and a recommendation of zoning designation to City Council.

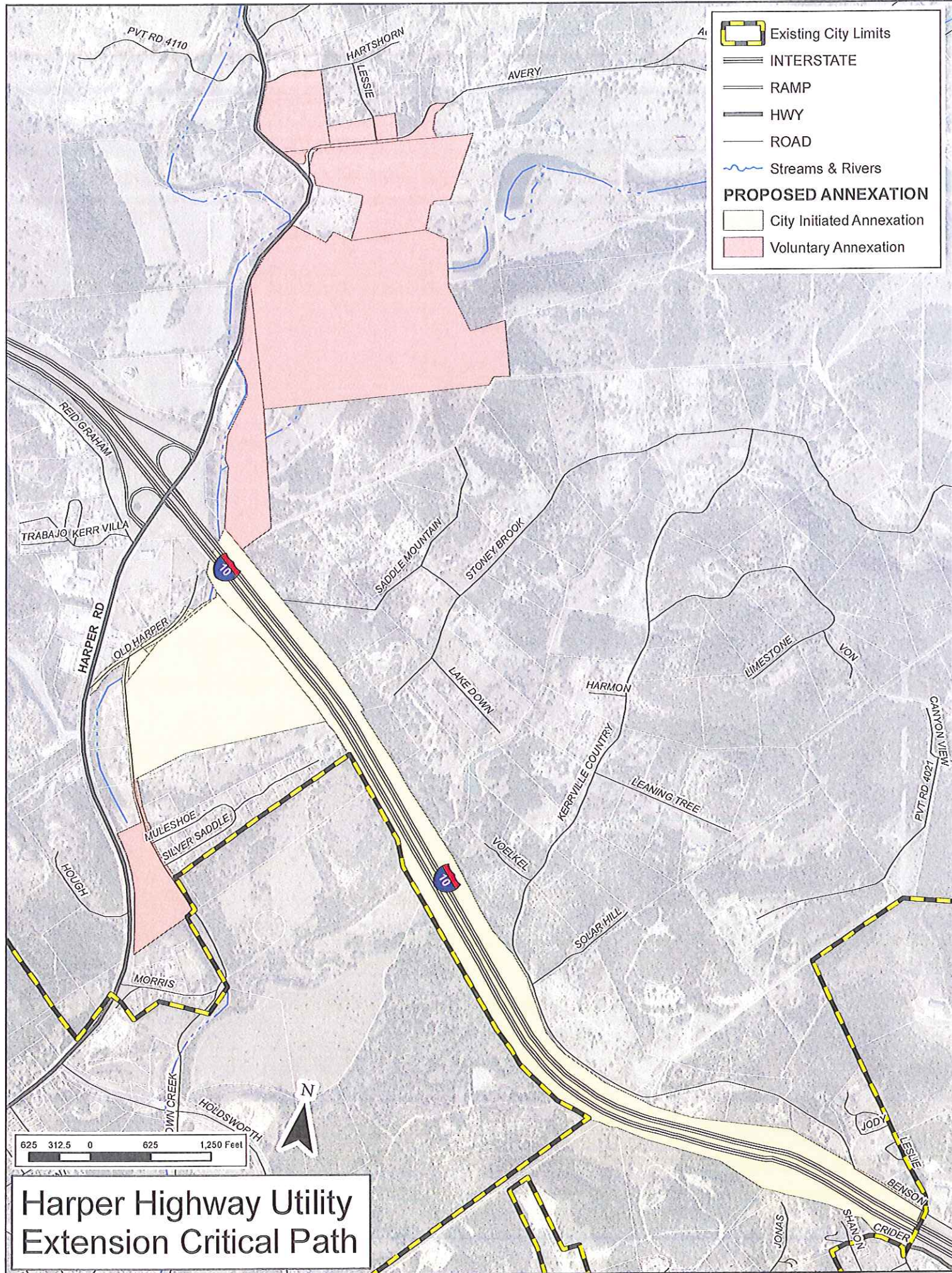
- March 8, 2011 – City Council conducts the first required public hearing on the proposed annexation.
- March 10, 2011 – Notice of second required public hearing published in The Kerrville Daily Times and written notification to property owners, franchise utilities, Texas Department of Transportation (TxDOT) and the Kerrville Independent School District (KISD).
- March 22, 2011 – **City Council conducts the second required public hearing on the proposed annexation.**
- April 26, 2011 – City Council considers an ordinance on first reading annexing and zoning the subject property.
- May 10, 2010 – City Council considers an ordinance on second and final reading annexing and zoning the subject property.

Summary:

- City Council adopts Resolution No. 006-2011, granting the petition for annexation of 116.55 acres and Resolution 004-2011 initiating annexation of an additional 161.85 acres.
- The properties shown and described in the attachments are adjacent to the water and/or sewer extension currently under construction along Harper and Town Creek Roads. In exchange for utility connection the owners of the five (5) properties are requesting annexation and zoning of their respective properties. The additional 161.85 acres are being annexed and zoned to complete the project and to maintain connectivity to the City Limits. Utility connections to those properties will also be available where applicable.
- Staff recommends a zoning designation of R-1 (Single Family Residential) for the properties being annexed.
- The Planning and Zoning Commission at their March 3, 2011 meeting, following a public hearing, recommended annexing the subject tract with a zoning designation of R-1. The owner of 701 Town Creek asked the Commission to defer action for 60 days or until ownership of property was settled. No one else from the public appeared at the public hearing.
- The City Council held the first of two (2) required public hearings on the proposed annexation at their March 8, 2011 meeting.

RECOMMENDED ACTION

Conduct the second required public hearing on this request. No action is to be taken at this time.



Harper Highway Utility
Extension Critical Path



I hereby certify that the plat and accompanying map were prepared by me or under my direct supervision and that I am a duly licensed and qualified professional land surveyor. I am not aware of any fraud or error in this plat or map. I am not aware of any fraud or error in this plat or map. I am not aware of any fraud or error in this plat or map.

Date surveyed: June 15, 2022 to July 25, 2024
 Date of plat: February 7, 2025
 Signed this 10th day of February, 2025



Dan N. Vossler
 Registered Professional Land Surveyor No. 10010

107.96 ACRES

CCSD & BANC, R.R. CO.
 SURVEY NO. 110
 ABSTRACT NO. III

(part area)

NO. 10

INTERSTATE

INTERSTATE

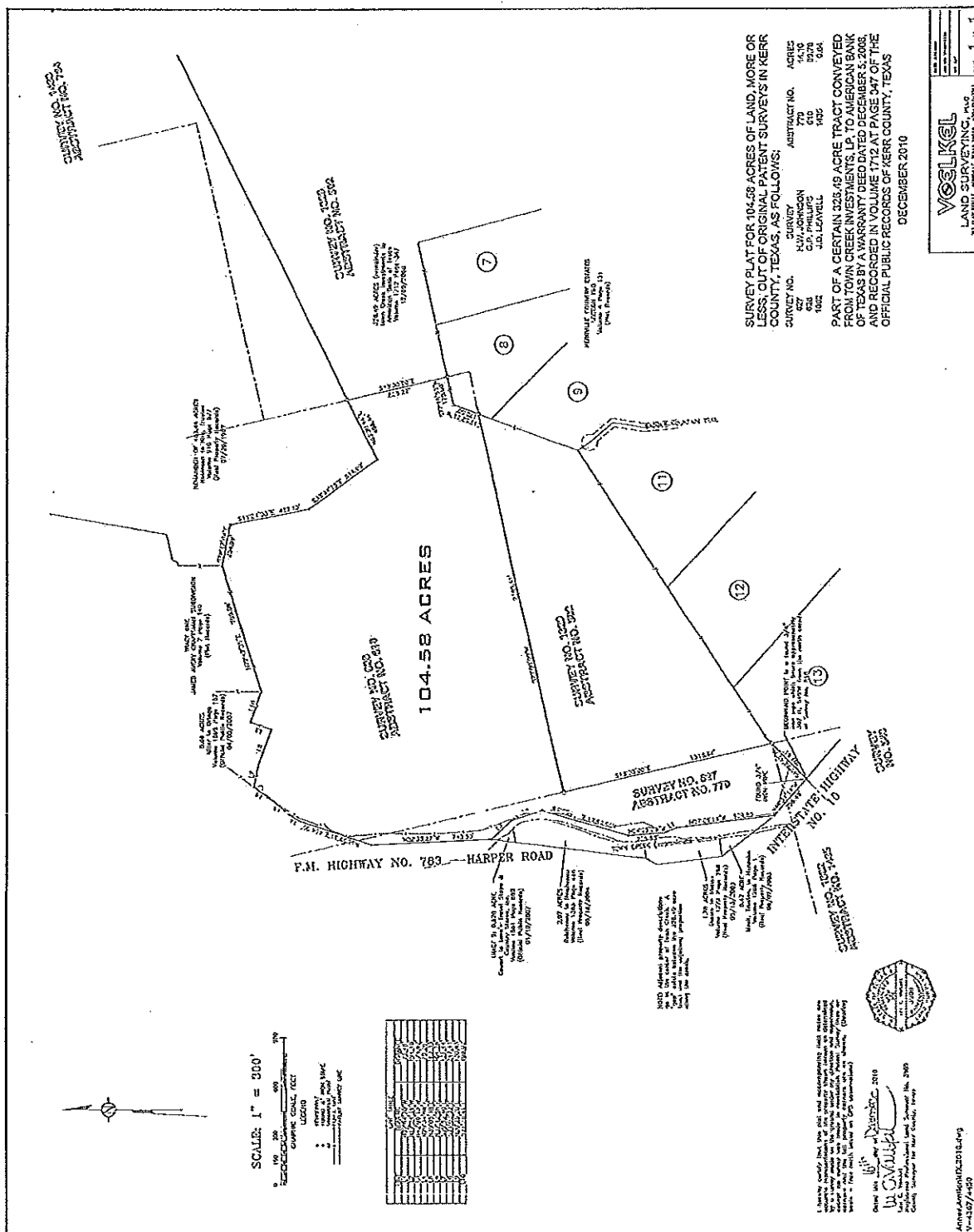
SCALE: 1" = 100'

1. Contour lines
 2. Easement lines
 3. Property lines
 4. Survey lines
 5. Section lines
 6. Township lines
 7. Range lines
 8. Meridian lines
 9. Other lines

THIS SURVEY WAS MADE FOR THE PURPOSE OF DETERMINING THE LOCATION OF THE INTERSECTION OF THE INTERSTATE AND THE RAILROAD. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1908, AS AMENDED, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPS, NORTH CAROLINA. THE SURVEY WAS MADE BY DAN N. VOSSLER, A REGISTERED PROFESSIONAL LAND SURVEYOR, AND HIS ASSISTANTS. THE SURVEY WAS MADE ON THE 15TH DAY OF JUNE, 2022, TO THE 25TH DAY OF JULY, 2024. THE SURVEY WAS COMPLETED ON THE 7TH DAY OF FEBRUARY, 2025.

VOSSLER
 LAND SURVEYING AND MAPS
 10010
 4 - 5

Approved: _____



Agenda Item:

(Staff)

- 4B. Annexing an approximate 43.72 acre tract of land, being all of the James Avery Craftsman campus and those portions of Avery Road North and Lessie Lane.

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

SUBJECT: Public Hearing: Annexation and Zoning Request – Consider a proposed annexation into the Kerrville City Limits of a 43.72 acre tract generally located at and along the intersection of Harper Road (RM 783) and Avery Road and adjacent to the north property line of the American Bank of Texas property. (File No. 2011-07)

FOR AGENDA OF: March 22, 2011

DATE SUBMITTED: March 11, 2011

SUBMITTED BY: Gordon Browning *GB*

CLEARANCES: Kevin Coleman *KC* *XD*

EXHIBITS: Location Map, Tract Map

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Annexation-Zoning Timeline:

- January 25, 2011 – City Council accepts the annexation petition from James Avery Craftsman, Inc. for a 43.72 acre tract. (Resolution No. 006-2011)
- February 23, 2011 – Notice of the required public hearing is published in The Kerrville Daily Times.
- March 3, 2011 – Planning and Zoning Commission (P&Z) public hearing on the proposed annexation and recommendation of zoning designation to the City Council.
- March 8, 2011 – City Council conducts the first required public hearing on the proposed annexation.
- March 10, 2011 – Notice of the second required public hearing published in The Kerrville Daily Times and written notification to property owners, franchise utilities, Texas Department of Transportation (TxDOT) and Kerrville Independent School District (KISD).

- March 22, 2011 – City Council conducts the second required public hearing on the proposed annexation.
- April 26, 2011 – City Council considers an ordinance on first reading annexing and zoning the subject property.
- May 10, 2011 – City Council considers an ordinance on second and final reading annexing and zoning the subject property.

Summary:

- City Council adopts Resolution No. 006-2011, granting the petition for annexation of the subject 43.72 acre tract.
- Staff recommends a zoning designation of PDD (Planned Development District for Jewelry Manufacturing) for the property. This designation will accommodate the existing operation as well as provide for any future expansion that may take place within the boundaries of the current facility.
- The James Avery Craftsman property is a developed manufacturing operation. Once annexed the property will have the ability to be fully connected to City utilities
- The Planning and Zoning Commission at their March 3, 2011 meeting, following a public hearing, recommended annexing the subject tract with a zoning designation of PDD. No one from the public appeared at the public hearing.
- The City Council held the first of two (2) required public hearings on the proposed annexation at their March 8, 2011 meeting.

RECOMMENDED ACTION

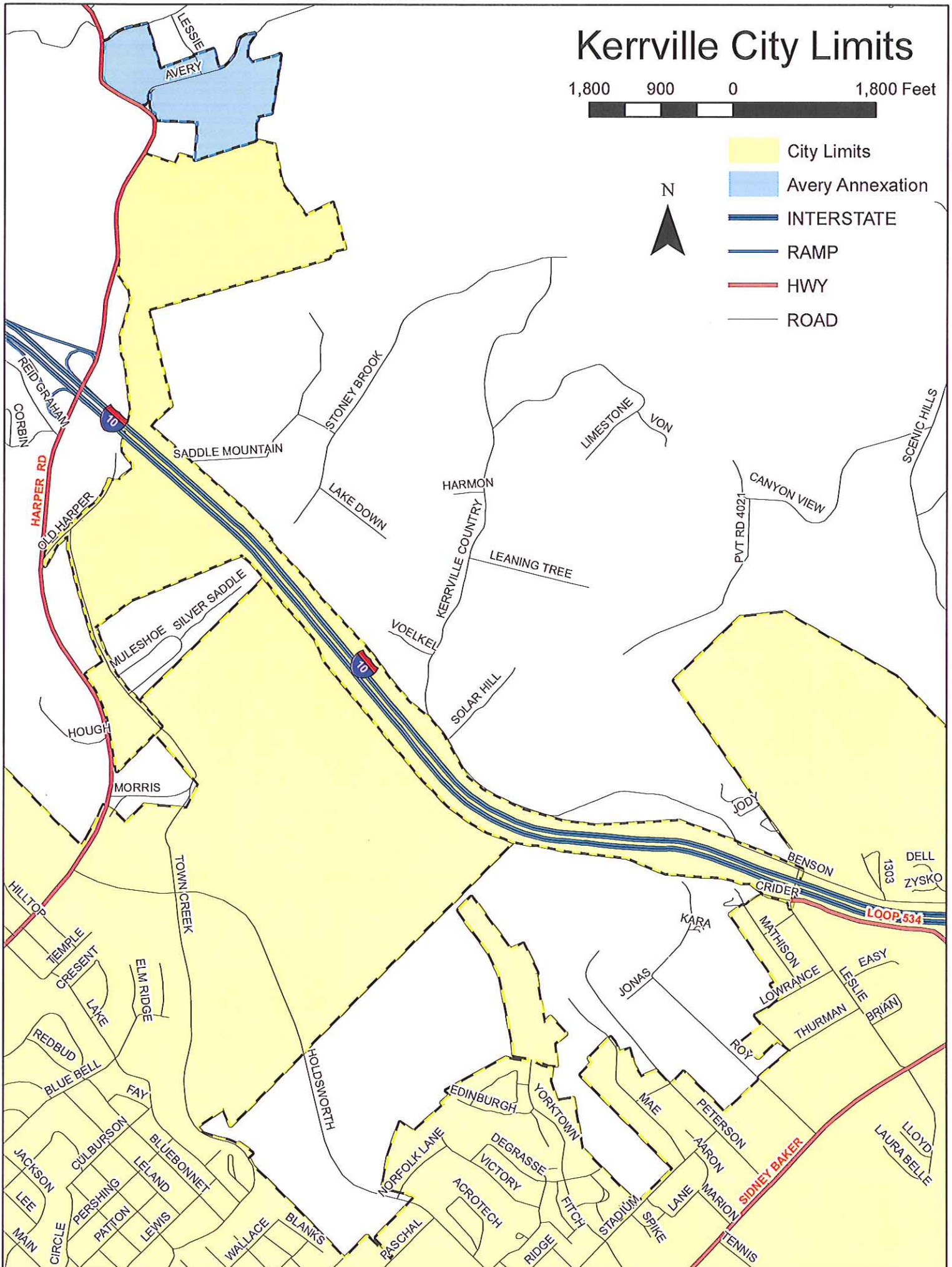
Conduct the second required public hearing on this request. No action is to be taken at this time.

Kerrville City Limits

1,800 900 0 1,800 Feet



- City Limits
- Avery Annexation
- INTERSTATE
- RAMP
- HWY
- ROAD



Agenda Item:

(Staff)

5A. An ordinance amending the city's "Zoning Code" to revise Article 11-I-19 "Special Development Regulations for Specific Uses" in its entirety to include changing the title of the article to "Supplementary Development Requirements" and adding development requirements to specific land uses within any zoning 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.

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

SUBJECT: Public Hearing: Zoning Code Amendment – Consider a recommendation to amend Article 11-I-19, Special Development Regulations for Specific Uses, of the Zoning Code of the City of Kerrville, by deleting the existing Article 1-I-19, Special Development Regulations for Specific Uses, and adding a new Article 11-I-19, Supplementary Development Requirements, to the Zoning Code.

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 11, 2011

SUBMITTED BY: Gordon Browning  **CLEARANCES:** Kevin Coleman 

EXHIBITS: Existing and Proposed Article 11-I-19, Draft Ordinance 

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Summary: Article 11-I-19, Special Development Regulations for Specific Uses:

This recommended amendment represents a total rewrite of the existing Article 11-I-19, Special Development Regulations for Specific Uses, of the Zoning Code. The proposed update changes the title of the Article to "Supplementary Development Requirements" and adds development requirements to specific land uses in any zoning district. Significant changes proposed in this amendment include;

- Use name changes, i.e., Fuel Sales Businesses become Gasoline Sales, etc.
- Adding car washes and auto repair facilities to the list of uses requiring supplemental development requirements.
- Requiring specific separation distances from the 100-year flood plain and the City Impoundment Area for certain uses.
- Increasing the height of required screening fences when adjacent to residential districts from 6-feet to 8-feet.

In addition, this amendment also lists the four (4) use category's regulated by separate adopted ordinances.

ZOIC and staff are proposing that the current Article 11-I-19, Special Development Regulations for Specific Uses, be deleted in preference to the new Article 11-I-19, Supplementary Development Requirements as presented.

The Planning and Zoning Commission at their March 3, 2011 meeting, following a public hearing recommended approval of the Zoning Code amendment with the addition of "wood siding" to the list of prohibited façade materials, Miniwarehouses and Self-Storage Units, B. (b) 4. No one from the public spoke at the public hearing.

RECOMMENDED ACTION

1. Open the public hearing and receive comments, and
2. Approval of the proposed ordinance amending the Zoning Code on first reading.

Art. 11-1-19 SPECIAL DEVELOPMENT REGULATIONS FOR SPECIFIC USES

- (a) **Fuel Sales Businesses:** Property used for the purpose of the sale of fuels shall be developed in accordance with the following regulations:
- (1) **Distance from Right-of-Way:** Service stations may locate fuel pumps and pump islands beyond the setback, but in no case closer than fifteen (15) feet from any street right-of-way;
 - (2) **Canopy Requirements:** Any canopy placed over the pump island may not extend closer than five feet (5.0') to the right-of-way;
 - (3) **Pumps Near Residential Zones:** Fuel pumps and pump islands may not be located closer than one hundred feet (100.0') to an "R-1", "R-1A", "RC", "RM", or "RT" zoning district;
 - (4) **Pumps Near Existing Residence:** Fuel pumps and pump islands may not be located closer than one hundred feet (100.0') to a property currently being developed and used for residential purposes within a zoning district that permits fuel sales.
- (b) **Mini-Storage Businesses:** The use of property for operating a self-service storage facility shall comply with the following development regulations:
- (1) **Screening Required:** No building shall be located so that the door of the self-storage unit faces the street unless screening is constructed along the entire length of the building, said screening to be in the form of:
 - (i) a fence constructed in the manner required for Type "A" Screening,
 - (ii) a solid landscape hedge;
 - (iii) another building located between the self-storage units and the street; or such other screening that may be approved by the Commission upon application of the developer or owner.
 - (2) **Required Facade Materials:** The sides of all self-storage unit buildings that face a street shall have exteriors that are composed of wood, rock, brick, or stucco unless screened from view from all streets as required in Subsection (1), above;
 - (3) **Driveways:** All driveways within the complex must be designed to accommodate appropriate fire fighting vehicles and be approved by the City Fire Marshal;
 - (4) **Setback Requirements:** Notwithstanding Article 11 I-17, no building used as a self-storage unit may be located closer than twenty-five feet from any existing developed residential property or the boundary of any "R-1" "R-1A" "RC" "RM", "RT" or "R-3" zoning district;

- (5) **Recreational Vehicle Storage Units:** No building constructed for, or open areas reserved for, the storage of recreational vehicles or travel trailers may be located closer than fifty feet (50.0') from any existing residential property or the boundary of any "R-1", "R-1A", "RC", "RM", "RT", or "R-3" zoning district.
- (c) **Public Assembly Parking In or Abutting Certain Zones:** Parking associated with a public assembly use located in or abutting an "R-1", "R-1A", "RC", "RM" or "RT" zoning district shall be screened as follows:
- (1) Type "A" screening shall be installed along the property line of any other property abutting the parking area, with the actual area used for parking set back not less than five feet from the property line;
 - (2) When the parking area abuts a public right-of-way, the minimum height of the Type "A" screening may be reduced to three feet.
- (d) **Child Care Centers:** Property used for the purpose of a child care center shall be developed in accordance with the following regulations (Reference to Ordinance No. 2001-16):
- (1) **Approval of Site Plan:** Prior to the commencement of operation of any child care center, the owner and/or operator of the proposed center shall submit for review a site plan which indicates the design, location, and operation of the proposed child care center will be in compliance with this Section (d.) and all other applicable provisions of this Chapter. Said site plan shall be approved as follows:
 - (i) if use of the property as a child care center does not require the approval of a conditional use permit or an ordinance changing the zoning regulations of the property, the site plan must be approved by the Commission prior to commencement of operation of the center; or
 - (ii) if use of the property as a child care center requires the approval of a conditional use permit or an ordinance changing the zoning regulations of the property, the site plan shall be approved by the City Council in accordance with the applicable procedures related to the adoption of a conditional use permit or ordinance changing the zoning of the property.
 - (2) **Platting of Certain Child Care Center Locations:** Child care centers located in an "RT" Residential Transition District must be located on property platted in multiples of the minimum lot width of the district classification requirements. The lot depth must comply with the minimum requirements for the applicable zoning district and shall never be approved in a shape that could not reasonably be converted into standard lots for single-family residential development.
 - (3) **Child Care Centers Located in Non-Residential Zoning Districts:** Child care centers to be located in the "RT" Residential Transition District or any zoning district not described in Article 11-1-10 must:
 - (i) Be located in an enclosed shopping mall exceeding 300,000 square feet of gross leaseable area; provided, however, the center must be within the interior of the mall with no direct access to the exterior of the building except through exits located and designed to be used solely for emergency exits; or

- (ii) Be located in an office structure or similar single-user structure; provided, however, the center may not have direct access to the exterior of the building other than through doorways connecting to outdoor play space or through exits located and designed to be used solely for emergency exits; or
- (iii) Be located on a single platted lot; or
- (iv) Be an accessory use that provides a service solely to employees, customers, or patrons of the principal business (es) located in the building where the center is located; or
- (v) Be located in an accessory building on the same lot as the main building that provides a service to employees, customers, or patrons of the main building.

(4) **General Development Requirements:** All childcare centers must be developed as follows:

- (i) All passenger loading and unloading areas and outdoor play space shall be located so as to avoid conflict with vehicular traffic.
- (ii) Access from public streets and/or sidewalks to the facility must comply with the Texas Accessibility Standards adopted by the Texas Department of Licensing and Regulations pursuant to the Architectural Barriers Act, Tex. Rev. Civ. Stat. art. 9102, as amended.
- (iii) Except for child care centers which provide care for not more than four hours per day, outdoor play space must be provided at a rate of eighty (80) square feet per child, or the minimum established by federal or state law or regulation based on the maximum design capacity of the child care center.
- (iv) If the child care center is located in a residential zoning district, no more than one-half of the required play space may be provided off site in a public or private park, but only if.
 - a* the park is located no more than 100 feet of the child care center; and
 - b* access to the park from the center does not require crossing at-grade any street classified as a thoroughfare, regardless of whether or not access can be obtained across a controlled intersection with crosswalk lights and street markings.
- (v) No child care center may be located in whole or in part in a one-family or two-family dwelling except to the extent that the center qualifies as a home occupation pursuant to Art. 11-1-3(a)(49).
- (vi) Ingress and egress from the center must be from a street with a pavement width of 30 feet or greater which is not classified as a dead-end street.

- (vii) No portion of a childcare center site may be within 300 feet of gasoline pumps, above ground or underground gasoline storage tanks, or any other storage area for explosive materials.
 - (viii) No child care center located in a residential zoning district may be located any closer than 1,500 lineal feet from a community home defined in Chapter 123 of the Texas Human Resources Code, as amended, adult group home, personal care facility, assisted living center, or another child care center.
 - (ix) Any childcare center authorized to be located in a residential zoning district must be designed and constructed in such a manner as to look like a residence of similar character and design to residential structures located on the adjacent properties and shall include pitched roofs and windows, which constitute not less than 40% of the front facade.
- (e) **Adult Group Homes:** Property used for the purpose of an adult group home shall be developed in accordance with the following regulations (Reference to Ordinance No. 2001-16):
- (1) **"Adult Group Home" Defined:** An Adult Group Home is a dwelling unit for sixteen (16) or fewer people in which food, shelter, and minor medical treatment under the direction and supervision of a physician, or services which meet some need beyond boarding or lodging are provided to residents of that dwelling unit, but not including care provided to any family member residing with his family in a one-family dwelling. Residents of an Adult Group Home depend on staff to provide various degrees of assistance in everyday living, but are not considered dangerous to themselves or others and require only occasional or temporary services by professional medical or nursing personnel which are provided through individual arrangement with each resident. Adult Group Home includes any facility which requires a license issued by the Texas Department of Health or its successor agency as a Personal Care Facility, but does not include a facility which requires a license as a Special Care Facility.
 - (2) **Approval of Site Plan:** Prior to the commencement of operation of any Adult Group Home, the owner and/or operator of the proposed center shall submit for review a site plan which indicates the design, location, and operation of the proposed Adult Group Home will be in compliance with this Section (e.) and all other applicable provisions of this Chapter. Said site plan shall be approved as follows:
 - (i) if use of the property as an Adult Group Home does not require the approval of a conditional use permit or an ordinance changing the zoning regulations of the property, the site plan must be approved by the Commission prior to commencement of operation of the center; or
 - (ii) if use of the property as an Adult Group Home requires the approval of a conditional use permit or an ordinance changing the zoning regulations of the property, the site plan shall be approved by the City Council in accordance with the applicable procedures related to the adoption of a conditional use permit or ordinance changing the zoning of the property.

(3) **General Development Requirements:** All Adult Group Homes must be developed as follows:

- (i) All passenger loading and unloading areas and outdoor recreation areas shall be located so as to avoid conflict with vehicular traffic.
- (ii) Access from public streets and/or sidewalks to the facility must comply with the Texas Accessibility Standards adopted by the Texas Department of Licensing and Regulations pursuant to the Architectural Barriers Act, Tex. Rev. Civ. Stat. art. 9102, as amended.
- (iii) Ingress and egress from the Adult Group Home must be from a street with a pavement width of 30 feet or greater which is not classified as a dead-end street.
- (iv) No Adult Group Home located in a residential zoning district may be located any closer than 1,500 lineal feet from a community home defined in Chapter 123 of the Texas Human Resources Code, as amended, personal care facility, assisted living center, or a child care center.
- (v) Any Adult Group Home authorized to be located in a residential zoning district must be designed and constructed in such a manner as to look like a residence of similar character and design to residential structures located on the adjacent properties and shall include pitched roofs and windows which constitute not less than 40% of the front facade.

(4) **Application to Community Homes:** The provisions of this Section (e.) shall be applicable to the use and development of property as a community home, as defined in Chapter 123 of the Texas Human Resources Code, to the extent that the development of said community home is not exempt from municipal zoning regulations. In the event applicable provisions of state and federal law or regulation establish more restrictive regulations of community homes than this Chapter, including, but not limited to, spacing and occupancy regulations, the more restrictive state or federal law or regulation shall apply. (Ord. #2000-16, 09/25/2000)

(f) **Small Wind Energy Systems:** No person shall construct, install, or operate a Small Wind Energy Systems in any zoning district unless they have complied with the regulations specified in Article 7-I-7 of the Code of Ordinances and the City has issued the appropriate permit. (Ord. #2002-11, 06/11/2002)

Art. 11-I-19 SUPPLEMENTARY DEVELOPMENT REQUIREMENTS

Supplementary development requirements are use specific development requirements that are in addition to the zoning district development standards. These development requirements were established to assure compatibility with the adjacent zoning district and land uses as well as the public need and the City's orderly development.

A. Gasoline Sales: Automobile services stations and other gasoline sales uses, except the sale of aviation fuel at an airport, shall comply with the following requirements;

1. A minimum street frontage of 120-feet is required.
2. The primary use of a gasoline/fuel sales establishment in any district in which it is permitted shall be the sale of gasoline with incidental sales of sundries. The operation of a convenience store shall be permitted in conjunction with gasoline sales. Vehicle sales and repair shall not be considered an accessory use. Automated car washes, as an accessory use, may be permitted.
3. No outdoor sales or storage shall be permitted in conjunction with gasoline sales facilities.
4. Pump islands shall be located a minimum 25-feet from any street right-of-way.
5. Pump islands shall be located a minimum 100-feet from any residential district.
6. The location of the refueling area shall be located a minimum of 100-feet from any residential district and 25-feet from any street right-of-way. In addition, an area must be provided for the refueling truck outside the required drive aisles, fire lanes and required parking.
7. Any canopy placed over the pump island may not extend closer than 15-feet to any street right-of-way.
8. An eight (8) foot solid fence shall be provided along any property line adjoining a residential district.
9. All lighting shall be designed and installed to prevent glare or excessive light spillover onto adjacent properties.
10. Signage shall comply with the City's Sign Regulations existing at the time of permitting and installation, except canopy signage. Canopy signs shall be limited to 25% of the canopy face and shall be limited to two (2) sides.
11. All self-service facilities shall provide an emergency shut-off switch, to completely eliminate the flow of gasoline from all pumps in an emergency situation.
12. This use is prohibited within 100-feet of the 100 year flood plain, requires a CUP within 500-feet of the 100 year flood plain or within 1000-feet of the UGRA Lake/City Impoundment Area. These distances are based on the FEMA map at the time of development and are to be measured to the property line.

B. Miniwarehouses and Self-Storage Units: Shall mean those facilities designed for self-storage by patrons in individual, compartmentalized, controlled access stalls or lockers. Such development shall comply with the following requirements;

(a) Use, Parking and Access:

1. Miniwarehousing shall be used for storage purposes only, and not for any other use, processing, services or activities. Outdoor storage is prohibited in conjunction with this use.
2. The use may include recreational vehicle, boat and automobile storage, provided that the storage area is screened from view and paved. The site plan/concept plan must show the designed parking/storage area at the time of project submittal. No parking/storage of recreational vehicles or boats shall be allowed within 50-feet of any residential district.
3. One apartment shall be permitted for use by an on-site manager/security guard.
4. All drives, parking, loading and vehicle circulation areas shall be paved in accordance with City specifications.
5. One parking space shall be required in the office/apartment area for each 10,000 square feet of floor area in the miniwarehouse development. (These spaces are in addition to the required loading areas).
6. A continuous marked fire lane is required throughout the project.
7. A continuous loading area, a minimum 8-feet in width, shall be provided for parking and loading in addition to the fire lane along any building face where there is access to the storage units.

(b) Design Criteria:

1. The minimum separation between buildings shall be 20-feet, provided that additional separation will be necessary where loading areas and fire lanes are required.
2. Public access doors to the storage units shall not face the public right-of-way.
3. The leasing office and/or manager's apartment shall not exceed one-story in height.
4. Building facades facing public right-of-ways shall not have metal or vinyl siding, but shall be a minimum 8-feet in height and shall include design features to break up long facades.
5. The maximum height adjacent to a residential district shall be one-story, generally limited to a maximum of 15-feet.
6. Lighting shall be installed with no fixtures extending above the rooflines and/or shining toward a residential district.

C. Day Care Services (Includes Adult): A facility providing care, supervision and guidance to an unaccompanied person for a period less than 24 hours per day. The term includes nursery schools, preschools, day care centers and other similar uses. Day care facilities shall comply with the following requirements;

1. All day care facilities shall meet minimum state requirements for such facilities.
2. Requires a circular or similar drive, covered at the entrance with loading/unloading space for 2 vehicles. (Not required in multitenant buildings.)
3. No portion of any play or instruction area shall be located within the required front yard setback and/or exterior side yard setback.
4. An 8-foot solid fence shall be provided along any property line adjoining a residential district.

D. **Automotive Repair and Maintenance and Automotive Oil Change and Lubrication Shops:** Facilities primarily engaged in providing a wide range of mechanical and electrical repair, maintenance services, diagnostic services, changing motor oil and lubricating automotive vehicles, such as passenger cars, light (pickup) trucks and vans shall comply with the following requirements;

1. All maintenance shall be performed entirely within the bays of the maintenance facility.
2. No outdoor storage of vehicle parts or supplies, including, but not limited to, tires, petroleum products, etc., shall be permitted.
3. Maintenance facilities shall be located a minimum 100-feet from any residential district.
4. Unless placed within the primary structure, incidental equipment (such as air compressors, pumps, or waste material storage) shall be placed in a designated area setback a minimum 25-feet from any street right-of-way, a minimum 50-feet from any side or rear property line and 100-feet from any residential district.
5. An 8-foot solid fence shall be provided along any property line adjoining a residential district.
6. Vehicles waiting for repair shall be located in a secure area on the site, no off-site or on street parking or storage shall be permitted.
7. Signage shall comply with the City's Sign Regulations existing at the time of permitting and installation.
8. This use is prohibited within 100-feet of the 100 year flood plain, requires a CUP within 500-feet of the 100 year flood plain or within 1000-feet of the UGRA Lake/City Impoundment Area. These distances are based on the FEMA map at the time of development and are to be measured to the property line.

E. **Car Washes (Self-Service and Unattended):** A facility primarily used for washing, drying, polishing or vacuuming of passenger vehicles, recreational vehicles or other light duty equipment. Car wash developments shall comply with the following requirements, except as accessory uses;

1. Car wash facilities must be designed with and utilize water recirculation systems.
2. Incidental functions such as vacuums and air compressors shall be setback a minimum 25-feet from any street right-of-way and a minimum

- 50-feet from any side or rear property line and 100-feet from any residential district.
3. An 8-foot solid fence shall be provided along any property line adjoining a residential district.
 4. All lighting, including lighting for wash bays and canopies, shall be designed and installed to prevent glare or excessive light spillover onto adjacent properties.
 5. Signage shall comply with the City's Sign Regulations existing at the time of permitting and installation, except canopy signage. Canopy signage shall be limited to 25% of the canopy face and shall be limited to two (2) sides.
 6. This use is prohibited within 100-feet of the 100 year flood plain, requires a CUP within 500-feet of the 100 year flood plain or within 1000-feet of the UGRA Lake/City Impoundment Area. These distances are based on the FEMA map at the time of development and are to be measured to the property line.

F. **Adult Group Homes:** Property used for the purpose of an adult group home shall be developed in accordance with the following regulations. The provisions of this Section shall be applicable to the use and development of property as a community home, as defined in Chapter 123 of the Texas Human Resources Code, to the extent that the development of said community home is not exempt from municipal zoning regulations. In the event applicable provisions of state and federal law or regulation establish more restrictive regulations of community homes than this Chapter, including, but not limited to, spacing and occupancy regulations, the more restrictive state or federal law or regulation shall apply. (Ord. #2000-16, 09/25/00)

- (a) **Adult Group Home:** An adult group home is a dwelling unit for sixteen (16) or fewer people in which food, shelter and minor medical treatment under the direction and supervision of a physician or services which meet some need beyond boarding or lodging are provided to any family member residing with his family in a one-family dwelling. Residents of an adult group home depend on staff to provide various degrees of assistance in everyday living, but are not considered dangerous to themselves or others and require only occasional or temporary services by professional medical or nursing personnel which are provided through individual arrangement with each resident. Adult group home includes any facility which requires a license issued by the Texas Department of Health or its successor agency as Personal Care Facility but does not include a facility which requires a license as a Special Care facility.
- (b) **Approval of a Site Plan:** Prior to the commencement of operation of any adult group home, the owner and/or operator of the proposed center shall submit for review a site plan which indicates the design, location and operation of the proposed adult group home will be in compliance with this Section and all other applicable provisions of this Chapter. Said site plan shall be approved as follows:

1. If use of the property as an adult group home does not require the approval of a conditional use permit or an ordinance changing the zoning regulations of the property, the site plan must be approved by the Commission prior to commencement of operation of the center; or
2. If use of the property as an adult group home requires the approval of a conditional use permit or an ordinance changing the zoning regulations of the property, the site plan shall be approved by the City Council in accordance with the applicable procedures related to the adoption of a conditional use permit of ordinance changing the zoning of the property.

(c) General Development Requirements: All adult group homes must be developed as follows:

1. All passenger loading and unloading areas and outdoor recreation areas shall be located as to avoid conflict with vehicular traffic.
2. Access from public streets and/or sidewalks to the facility must comply with the Texas Accessibility Standards adopted by the Texas Department of Licensing and Regulations pursuant to the Architectural Barriers Act, Tex. Rev. Civ. Stat. Art. 9102, as amended.
3. Ingress and egress from the adult group home must be from a street with a pavement width of 30 feet or greater which is not classified as a dead-end street.
4. No adult group home located in a residential zoning district may be located any closer than 1,500 lineal feet from a community home defined in Charter 123 of the Texas Human Resources Code, as amended, personal care facility, assisted living center, or child care center.
5. Any adult group home authorized to be located in a residential zoning district must be designed and constructed in such a manner as to look like a residence of similar character and design to residential structures located on the adjacent properties and shall include pitched roofs and windows which constitute not less than 40% of the front façade.

The following uses and development requirements were adopted by separate ordinance and are administered by the specific ordinance based on use.

- G. **Small Wind Energy Systems:** A small wind energy system is a mechanical system, whether connected to an electrical utility grid or not, consisting primarily of a tower or roof-mounted anchoring system, rotor, blades, and a generator that is designed for the purpose of converting and then storing or transferring energy from the wind into useable forms of energy. Small wind energy systems shall be regulated in accordance with Ordinance No. 2002-11, as adopted by City Council on June 11, 2002.

- H. **Sexually Oriented Businesses:** Sexually oriented businesses refers to adult entertainment that shall include, but not be limited to, an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult tanning salon, adult theater, escort agency, nude modeling studio, sexual encounter center, or any other commercial enterprise, the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer. Sexually oriented businesses shall be regulated in accordance with Ordinance No. 2003-27, as adopted by City Council on December 9, 2003.
- I. **Wireless Telecommunication Facilities:** Wireless telecommunication facility (WTF) refers to a structure designed and constructed to support one or more antennas used by commercial wireless telecommunication or broadcasting facilities and including all appurtenant devices attached to it. A tower can be freestanding (solely self-supported by attachment to the ground) or supported (attached directly to the ground and with guy wires), or lattice or monopole construction. This definition includes satellite dishes, microwave-transmitting towers, and WTF's attached to or supported by buildings. Wireless telecommunication facilities (Cellular Antennas) shall be regulated in accordance with Ordinance No. 2003-35, as adopted by City Council On December 9, 2003.
- J. **Amateur Radio Antennas:** An amateur radio antenna (ARA) is defined as an antenna used for transmitting and/or receiving by a licensed or unlicensed amateur radio operator and includes the actual tower, support structure and related equipment. Amateur radio antennas (ARA's) shall be regulated in accordance with Ordinance No. 2005-11, as adopted by City Council on September 13, 2005.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2011-__**

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" TO REVISE ARTICLE 11-I-19 "SPECIAL DEVELOPMENT REGULATIONS FOR SPECIFIC USES" IN ITS ENTIRETY TO INCLUDE CHANGING THE TITLE OF THE ARTICLE TO "SUPPLEMENTARY DEVELOPMENT REQUIREMENTS" AND ADDING DEVELOPMENT REQUIREMENTS TO SPECIFIC LAND USES WITHIN ANY ZONING 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, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing which was held before the City Council on March 22, 2011, which considered a report of the City of Kerrville Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in revisions to Article 11-I-19 of the City's Zoning Code which will make changes to regulations applicable to various uses; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on March 22, 2011, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and the City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to revise Article 11-I-19 in its entirety by adopting supplementary development requirements for various specified uses;

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

SECTION ONE. Article 11-I-19 "Special Development Regulations for Specific Uses" of the City's Zoning Code is amended in its entirety, which includes changing the title, to read as follows:

"Art. 11-I-19 SUPPLEMENTARY DEVELOPMENT REQUIREMENTS

The following supplementary development requirements are use-specific development requirements that are in addition to development standards required for specified uses within specified

zoning districts. These development requirements were established to assure compatibility with the adjacent zoning district and land uses as well as the public need and the City's orderly development.

(a) **Gasoline Sales:** Automobile services stations and other gasoline sales uses, except the sale of aviation fuel at an airport, shall comply with the following requirements:

1. A minimum street frontage of one-hundred twenty feet (120.0') is required.
2. The primary use of a gasoline sales establishment in any district in which it is permitted shall be the sale of gasoline with incidental sales of sundries. The operation of a convenience store shall be permitted in conjunction with gasoline sales. Vehicle sales and repair shall not be considered an accessory use. Automated car washes, as an accessory use, may be permitted.
3. No outdoor sales or storage shall be permitted in conjunction with gasoline sales facilities.
4. Pump islands shall be located a minimum of twenty-five feet (25.0') from any street right-of-way.
5. Pump islands shall be located a minimum of one-hundred feet (100.0') from any residential district.
6. The location of the refueling area shall be located a minimum of one-hundred feet (100.0') from any residential district and twenty-five feet (25.0') from any street right-of-way. In addition, an area shall be provided for the refueling truck outside the required drive aisles, fire lanes, and required parking.
7. Any canopy placed over the pump island may not extend closer than fifteen feet (15.0') to any street right-of-way.
8. An eight foot (8.0') solid fence shall be constructed and maintained along any property line adjoining a residential district.
9. All lighting shall be designed and installed to prevent glare or light from being emitted onto adjacent properties.
10. Signage shall comply with the City's Sign Regulations existing at the time of permitting and installation, except canopy signage. Canopy signs shall not exceed 25% of the canopy face and shall be limited to two (2) sides.
11. All self-service facilities shall provide an emergency shut-off switch to completely eliminate the flow of gasoline from all pumps upon activation in an emergency situation.

12. This use is prohibited within one-hundred feet (100.0') of the 100-year flood plain. In addition, where such use is within five-hundred feet (500.0') of the 100-year flood plain or within one-thousand feet (1000.0') of the UGRA Lake/City Impoundment Area, such use will require the adoption of a Conditional Use Permit pursuant to this code. These distances are based on the Federal Emergency Management Agency (FEMA) map at the time of development and are to be measured to the property line.

(b) **Miniwarehouses and Self-Storage Units**: miniwarehouses and self-storage units are those facilities designed for self-storage by patrons in individual, compartmentalized, controlled access stalls or lockers, and shall comply with the following requirements;

1. Use, Parking, and Access:

- a. Miniwarehousing shall be used for storage purposes only and not for any other use, processing, services, or activities. Outdoor storage is prohibited in conjunction with this use.
- b. The use may include the storage of recreational vehicles, boats, and automobiles, provided that the storage area is screened from public view and paved. The site plan or concept plan shall show the designed parking and storage areas at the time of project submittal. No parking or storage of recreational vehicles or boats shall be allowed within fifty feet (50.0) of any residential district.
- c. One apartment is authorized for use by an on-site manager or security guard.
- d. All driveways, parking, loading, and vehicle circulation areas shall be paved in accordance with City specifications.
- e. One parking space shall be required in the office and apartment area for each 10,000 square feet of floor area in the miniwarehouse development. These spaces are in addition to the required loading areas.
- f. A continuous marked fire lane is required throughout the project.
- g. A continuous loading area, a minimum eight feet (8.0') in width, shall be provided for parking and loading in addition to the fire lane along any building face where there is access to the storage units.

2. Design Criteria:

- a. The minimum separation distance between buildings shall be twenty feet (20.0'), provided that additional separation will be necessary where loading areas and fire lanes are required.

- b. Public access doors to the storage units shall not face the public right-of-way.
- c. The leasing office and/or manager's apartment shall not exceed one-story in height.
- d. Building facades facing public right-of-ways shall not have metal or vinyl siding, but shall be a minimum eight feet (8.0') in height and shall include design features to break up long facades.
- e. The maximum height adjacent to a residential district shall be one-story, generally limited to a maximum of fifteen feet (15.0').
- f. Lighting shall be installed with no fixtures extending above the rooflines and/or emitting light toward a residential district.

(c) **Day Care Services (Includes Adult):** a property used for day care services is a facility providing care, supervision, and guidance to an unaccompanied person for a period less than twenty-four (24) hours per day. The term includes nursery schools, preschools, day care centers for both children and adults, and similar uses. Facilities used for day care services shall comply with the following requirements:

- 1. Compliance with the minimum state requirements for such facilities.
- 2. Requires a circular or similar drive, covered at the entrance with loading/unloading space for at least two (2) vehicles. This requirement is not required for multitenant buildings.
- 3. No portion of any play or instruction area shall be located within the required front yard setback and/or exterior side yard setback.
- 4. An eight foot (8.0') solid fence shall be constructed and maintained along any property line adjoining a residential district.

(d) **Automotive Repair and Maintenance and Automotive Oil Change and Lubrication Shops:** Properties primarily engaged in providing a wide range of mechanical and electrical repair; maintenance services; diagnostic services; changing motor oil and lubricating automotive vehicles, such as passenger vehicles and vans shall comply with the following requirements:

- 1. All maintenance shall be performed entirely within the bays of the maintenance facility.
- 2. No outdoor storage of vehicle parts or supplies, including tires and petroleum products shall be permitted.

3. Maintenance facilities shall be located a minimum of one-hundred feet (100.0') from any residential district.
4. Unless placed within the primary structure, incidental equipment, such as air compressors, pumps, or waste material storage, shall be placed within a designated area which is located a minimum of twenty-five feet (25.0') from any street right-of-way, a minimum of fifty feet (50.0') from any side or rear property line, and one-hundred feet (100.0') from any residential district.
5. An eight foot (8.0') solid fence shall be constructed and maintained along any property line adjoining a residential district.
6. Vehicles waiting for repair shall be located in a secure area on the site; no off-site or on street parking or storage shall be permitted.
7. Signage shall comply with the City's Sign Regulations existing at the time of permitting and installation.
8. This use is prohibited within one-hundred feet (100.0') of the 100-year flood plain. In addition, where such use is within five-hundred feet (500.0') of the 100-year flood plain or within one-thousand feet (1000.0') of the UGRA Lake/City Impoundment Area, such use will require the adoption of a Conditional Use Permit pursuant to this code. These distances are based on the Federal Emergency Management Agency (FEMA) map at the time of development and are to be measured to the property line.

(e) **Car Washes (Self-Service and Unattended):** A property primarily used for washing, drying, polishing, or vacuuming passenger vehicles, recreational vehicles, or other light duty equipment shall comply with the following requirements, except when operating as an accessory use, such as in conjunction with gasoline sales:

1. Car wash facilities shall be designed with and utilize water recirculation systems.
2. Incidental equipment, such as vacuums and air compressors, shall be located a minimum of twenty-five feet (25.0') from any street right-of-way, a minimum of fifty feet (50.0') from any side or rear property line, and one-hundred feet (100.0') from any residential district.
3. An eight foot (8.0') solid fence shall be construed and maintained along any property line adjoining a residential district.
4. All lighting, including lighting for wash bays and canopies, shall be designed and installed to prevent glare or light from emitting onto adjacent properties.

5. Signage shall comply with the City's Sign Regulations existing at the time of permitting and installation, except canopy signage. Canopy signage shall not be greater than 25% of the canopy face and shall be limited to two (2) sides.
6. This use is prohibited within one-hundred feet (100.0') of the 100-year flood plain. In addition, where such use is within five-hundred feet (500.0') of the 100-year flood plain or within one-thousand feet (1000.0') of the UGRA Lake/City Impoundment Area, such use will require the adoption of a Conditional Use Permit pursuant to this code. These distances are based on the Federal Emergency Management Agency (FEMA) map at the time of development and are to be measured to the property line.

(f) **Adult Group Homes**: a property used for the purpose of an adult group home shall be developed in accordance with the following requirements:

1. The regulations contained within this section shall be applicable to the use and development of property as a community home, as defined in Chapter 123 of the Texas Human Resources Code, to the extent that the development of a community home is not exempt from the City's zoning regulations. Where applicable provisions of state or federal law establish more restrictive regulations of community homes than this section, including, spacing and occupancy regulations, the more restrictive state or federal law shall apply.
2. An adult group home is a dwelling unit for sixteen (16) or fewer people in which food, shelter, and minor medical treatment are provided under the direction and supervision of a physician; or where services which meet some need beyond boarding or lodging are provided to any family member residing with his family in a one-family dwelling. Residents of an adult group home depend on staff to provide various degrees of assistance in everyday living, but are not considered dangerous to themselves or others and require only occasional or temporary services by professional medical or nursing personnel which are provided through individual arrangement with each resident. An adult group home includes any facility which requires a license issued by the Texas Department of Health or its successor agency as a Personal Care Facility but does not include a facility which requires a license as a Special Care facility.
3. Prior to operating any adult group home, the owner and/or operator shall submit a site plan to the City for review, which indicates that the design, location, and operation of the proposed adult group home will be in compliance with this section and all other applicable provisions of this code. Said site plan shall be considered as follows:
 - a. If use of the property as an adult group home does not require the approval of a Conditional Use Permit or an ordinance changing the zoning regulations of the property, the site plan must be approved by the Commission prior to commencement of operation of the home; or

- b. If use of the property as an adult group home requires the approval of a Conditional Use Permit or an ordinance changing the zoning regulations of the property, the site plan shall be approved by the City Council in accordance with the applicable procedures related to the adoption of a Conditional Use Permit or ordinance changing the zoning of the property.
- 4. An adult group home shall be developed as follows:
 - a. All passenger loading and unloading areas and outdoor recreation areas shall be located as to avoid conflict with vehicular traffic.
 - b. Access from public streets and/or sidewalks to the facility must comply with the Texas Accessibility Standards adopted by the Texas Department of Licensing and Regulations pursuant to the Architectural Barriers Act, Tex. Rev. Civ. Stat. Art. 9102, as amended.
 - c. Ingress and egress from the adult group home shall be from a street with a pavement width of thirty feet (30.0') or greater which is not classified as a dead-end street.
 - d. No adult group home located in a residential zoning district may be located any closer than 1,500 lineal feet from a community home defined in Charter 123 of the Texas Human Resources Code, as amended; personal care facility; assisted living center; or child care center.
 - e. Any adult group home authorized to be located in a residential zoning district shall be designed and constructed in such a manner as to look like a residence of similar character and designed to tie in with residential structures located on the adjacent properties and shall include pitched roofs and windows which constitute not less than 40% of the front façade.

(g) **Other Uses:** The following uses and development requirements were adopted by separate ordinance which regulates such uses:

- 1. **Small Wind Energy Systems:** A small wind energy system is a mechanical system, whether connected to an electrical utility grid or not, consisting primarily of a tower or roof-mounted anchoring system, rotor, blades, and a generator that is designed for the purpose of converting and then storing or transferring energy from the wind into useable forms of energy. Small wind energy systems shall be regulated in accordance with Chapter 26 of the City's Code of Ordinances.
- 2. **Sexually Oriented Businesses:** Sexually oriented businesses refers to adult entertainment that includes an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult tanning salon, adult theater,

escort agency, nude modeling studio, sexual encounter center, or any other commercial enterprise, the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer. Sexually oriented businesses shall be regulated in accordance with Chapter 30 of the City's Code of Ordinances.

3. Wireless Telecommunication Facilities: Wireless telecommunication facility (WTF) refers to a structure designed and constructed to support one or more antennas used by commercial wireless telecommunication or broadcasting facilities and including all appurtenant devices attached to it. A tower can be freestanding (solely self-supported by attachment to the ground) or supported (attached directly to the ground and with guy wires), or lattice or monopole construction. This definition includes satellite dishes, microwave-transmitting towers, and WTF's attached to or supported by buildings. Wireless telecommunication facilities (Cellular Antennas) shall be regulated in accordance with Ordinance No. 2003-35.
4. Amateur Radio Antennas: An amateur radio antenna (ARA) is defined as an antenna used for transmitting and/or receiving by a licensed or unlicensed amateur radio operator and includes the actual tower, support structure, and related equipment. Amateur radio antennas (ARA's) shall be regulated in accordance with Ordinance No. 2005-11."

SECTION TWO. 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 THREE. 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 FOUR. 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 FIVE. 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 SIX. 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., 2011.

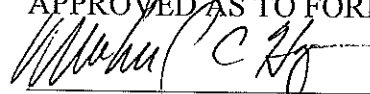
PASSED AND APPROVED ON SECOND AND FINAL READING, this the day of _____, A.D., 2011.

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

(Staff)

5B. An ordinance amending the city's "Zoning Code" to revise Article 11-I-20 "Off-Street Parking and Loading Requirements" in its entirety to make amendments which include increasing the parking requirement for various uses, requiring specific types of paving for parking lots, requiring stacking areas for uses utilizing drive-through services, requiring lights for parking lots used at night, and establishing an appeal process; 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.

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

SUBJECT: Public Hearing: Zoning Code Amendment – Consider a recommendation to amend Article 11-I-20, Off-Street Parking and Loading Regulations, of the Zoning Code of the City of Kerrville, by deleting the existing Article 11-I-20, Off-Street Parking and Loading Regulations, and adding a new Article 11-I-20, Off-Street Parking and Loading Regulations, to the Zoning Code.

FOR AGENDA OF: March 22, 2011

DATE SUBMITTED: March 11, 2011

SUBMITTED BY: Gordon Browning 

CLEARANCES: Kevin Coleman 

EXHIBITS: Existing and Proposed Article 11-I-20, Draft Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Summary: Article 11-I-20, Off-Street Parking and Loading Regulations:

This recommended amendment also represents a total rewrite of an existing article in the Zoning Code. Though largely a clarification and re-formatting of the existing article, a few major changes and additions have been proposed. The significant changes in the amendment include;

- An increase in required parking for multi-family, restaurant and retail developments.
- All parking spaces and access drives are to be paved with either asphalt, concrete or approved alternate surfaces.
- A requirement for drive through facilities to provide stacking lanes.
- Requiring parking lots used after dark to be lighted.
- Provide processes for parking reductions.

ZOIC and staff are proposing that the current Article 11-I-20 be deleted in preference to the new Article 11-I-20 as presented.

The Planning and Zoning Commission at their March 3, 2011 meeting, following a public hearing recommended approval of the Zoning Code amendment as presented. No one from the public spoke at the public hearing.

RECOMMENDED ACTION

1. Open the public hearing and receive comments, and
2. Approval of the proposed ordinance amending the Zoning Code on first reading.

Art. 11-1-20 OFF-STREET PARKING AND LOADING REQUIREMENTS

- (a) **Off-Street Parking and/or Loading Required:** Except as otherwise permitted by ordinance or resolution of the City Council, no building or structure shall be erected, or its use changed, without the construction of permanent off-street parking and loading spaces in accordance with the provisions of this Article.
- (b) **Encroachment on Right-of-Way:** No portion of any private parking space, lot or facility may encroach on any public easement or right-of-way, unless authorized by law, ordinance, regulations or written agreement of the governmental entity which owns or otherwise has jurisdiction over the easement or right-of-way.
- (c) **Application to Existing Buildings:** The regulations regarding off-street parking and loading in effect prior to June 16, 1997, shall remain in effect for buildings existing on June 16, 1997; provided, however, the provisions of this Article shall be applicable to an existing building as follows:
 - (1) **Change in Use:** If the use of the building on June 16, 1997, is changed to a different use which pursuant to this Article requires more off-street parking than currently exists for the building, then:
 - (i) if the building is not located in the Central Business District, the new use may not commence until the required additional off-street parking is provided; or
 - (ii) if the building is located in the Central Business District, and the new use does not require an enlargement of the area encompassed by the exterior walls of the building, the new use can occur without adding the off-street parking which would otherwise be required by this Article.
 - (2) **Modifications or Additions to Building:** When modifications or additions are made to an existing building which result in an increase in the number of dwelling units, usable floor area, allowable seating capacity, or allowable occupancy:
 - (i) if such increase is less than fifty percent (50%) of the number of dwelling units, floor area, allowable seating capacity or allowable occupancy existing prior to June 16, 1997, the number of additional required off-street parking spaces will be calculated based only on the increase in the number of dwelling units, floor area, allowable seating capacity or allowable occupancy; provided, however, the required number of parking spaces shall not exceed that required for the entire building; or
 - (ii) if such increase is fifty percent (50%) or greater of the number of dwelling units, floor area, allowable seating capacity or allowable occupancy existing prior to June 16, 1997, the number of additional required off-street parking spaces will be calculated based on the entire building, including all increases in the number of dwelling units, floor area, allowable seating capacity or allowable occupancy; or
 - (iii) if the building is located in the Central Business District, and the modifications do not require an enlargement of the area encompassed by

the exterior walls of the building, then no additional off-street parking spaces will be required.

- (1) **Reduction of Parking Spaces:** The amount of off-street parking spaces and loading area available for an existing building may not be reduced below the amount required by this Article even if the regulations in effect prior to June 16, 1997, required less off-street parking or loading areas.
- (d) **Parking Plan Required:** All applications for building permits or change of use must include a site plan indicating all required off-site parking spaces and loading areas. No certificate of occupancy may be issued until all required off-street parking and/or loading areas have been constructed or otherwise made available.
- (e) **Minimum Design Standards for Off-Street Parking:** In addition to such other standards as may be adopted from time to time by the City, the design of off-street parking facilities must comply with the following minimum standards:
 - (1) **Parking Stall Dimensions:** Parking stalls must be not less than:
 - (i) nineteen feet (19.0') deep, measured along the shortest stripe mark for the stall, for all stalls except parallel parking stalls;
 - (ii) twenty-three feet (23.0') in length for parallel parking stalls, inclusive of any areas on either end of the stall marked as a prohibited parking area; provided, however, the space where parking is permitted is not less than nineteen feet (19.0') long;
 - (iii) nine feet (9.0') wide, regardless of the stall angle, measured from the center lines of the side stripe markings for the stall.
 - (2) **Aisle Dimensions:** The dimensions of the aisles within a parking lot located between rows of parking spaces or between a row of spaces and a curb or the edge of pavement shall be as follows for the various types of parking spaces described:
 - (i) if the angle of the parking stalls is less than or equal to 45° in relation to the head-in line of the row, the aisle shall be:
 - a not less than thirteen feet (13.0') wide, if the aisle is for one way traffic;
 - b not less than twenty-four feet (24.0') wide, if the aisle is for two way traffic;
 - (ii) if the angle of the parking stalls is greater than 45°, but less than or equal to 60° in relation to the head-in line of the row, the aisle shall be:
 - a not less than sixteen feet (16.0') wide, if the aisle is for one way traffic;
 - b not less than twenty-four feet (24.0') wide, if the aisle is for two way traffic;

- (iii) if the angle of the parking stalls is greater than 60° in relation to the head-in line of the row, the aisle shall be not less than twenty-four feet (24.0') wide, regardless of whether the aisle is for one way or two way traffic.
- (3) **Access:** Except as permitted in the "R-1", "R-1A", "RM" and "RC" zoning districts, parking stalls may not be designed to be directly accessed from any street. All parking stalls must be accessible by means of a driveway, aisle, or other maneuvering space.
- (4) **Alleys:** If an off-street parking stall is located such that it is accessed directly from a public alley, the width of the required aisle may be measured to the centerline of the adjacent alley.
- (5) **Paving Required:** All required parking and loading areas shall be surfaced with materials sufficient to prevent mud, dust, loose material and other nuisances from being removed from the property and tracked onto the public rights-of-way by vehicles traveling from the parking or loading areas.
- (6) **Markings:** Parking stalls must at all times be clearly marked by paint, buttons or other methods approved by the City Building official.
- (7) **Wheel Blocks:** All parking stalls which are adjacent to public right-of-way must be constructed with wheel blocks or other suitable devices installed in a manner and at a distance away from the right-of-way line which prevents any part of a parked vehicle from extending into the public right-of-way.
- (f) **Location of Off-Premise Parking Spaces:** All required off-street parking spaces to be used in conjunction with the use and occupancy of a building must be located on the same building lot as that building, except as follows:
 - (1) **Off Premise Parking Lot:** The owner of a building may use off-street parking located on property on a different building lot as the building for which the parking is required if-
 - (i) the owner or occupant of the building for which the parking is required provides written proof establishing ownership or other legal right to the exclusive use of the off-site off-street parking;
 - (ii) measured in a straight line from the nearest point of the building lot to the nearest point of the parking lot, the off-premise parking is located not more than:
 - a* 400 feet from the building for which the parking is required, if the building is not located in the Central Business District; or
 - b* 600 feet from the building for which the parking is required, if the building is located in the Central Business District
 - (iii) The operation of a private parking lot is not otherwise prohibited in the zoning district where the off-premise parking spaces are located.

- (2) **Dual Off Hour Use:** Not more than fifty percent (50.0%) of the off-street parking required for theaters, bowling alleys, dance halls, night clubs, restaurants open only for dinner, and similar businesses that operate primarily after 5:00 p.m., and one hundred percent (100%) of the off-street parking required for a church or school auditorium, may be satisfied by the use of off-street parking regularly used by banks, offices, retail stores, service establishments and similar uses not generally open, used or operated after 5:00 p.m. or on Saturday or Sunday, provided:
- (i) the off-premise parking is located not more than 400 feet from the building lot for which the parking is required, measured in a straight line from the nearest point of the building lot to the nearest point of the parking lot; and
 - (ii) the property owner seeking to use the off-premise site provides to the City:
 - a* a copy of a written agreement between the owners or authorized representatives of the parking lot and the business, church, or school for which the parking is required which indicates the authority of the business, church, or school to use the parking for the foreseeable future; or
 - b* if the owner of the off-premises parking lot is a governmental entity, a resolution from the governmental entity authorizing the owner or developer to use the parking lot; or
 - c* such other documentation which indicates to the satisfaction of the Commission the use of the off premises parking lot will be available during the primary operation hours of the property owner seeking to use the off premises parking lot.

- (g) **Schedule of Off-Street Parking Requirements.** The following land uses shall be constructed with the following minimum number of off-street parking stalls:

Land Use	Minimum Number of Parking Spaces
Bed and Breakfast	one space per bedroom plus the parking requirement for the owner's residence as required for dwelling
Building Construction, General and Specialist	one space per each 500 square feet of floor space, or one space for each two employees, whichever is greater
Business Services	one space per each 300 square feet of floor space
Day Care	one space per each employee, plus one space for visitors
Dwelling single family detached	two spaces per dwelling
Dwelling, single family attached, including duplexes, townhouses, and condominiums	one and one-half spaces per dwelling
Dwellings, apartments	a. one space for each efficiency apartment, plus b. one and one-half spaces for each one-bedroom apartment, plus c. two spaces for each apartment with two or more bedrooms
Education, secondary/college	four spaces per classroom plus one space per each employee
Education, primary/middle	two spaces per classroom, plus one space per every eight fixed seats in an auditorium if applicable
Fuel Sales	one space per each 300 square feet of floor space, excluding the space available for parking vehicles at the pumps
Funeral Services	one space per each 100 square feet of chapel floor area, or one space per each four person seating capacity, whichever is greater

Land Use	Minimum Number of Parking Spaces
Hotel/Motel	a. one space per room for rooms I through 50, inclusive; plus b. 75 space for each additional room between 51 and 100, inclusive; plus c. .5 space per room for each additional room after 100; plus d. 50% of the spaces normally required for secondary uses located on the hotel property including, but not limited to restaurants, bars, and retail stores.
Life Care Developments	a. two spaces per each three convalescent care beds; plus b. required parking for each other type of use, including, but not limited to, parking for independent living in separate apartments, etc.. Total parking required may be reduced cumulatively as follows: a. if the development is restricted for occupancy primarily by people older than sixty-five years of age or who have a mental or physical disability, regardless of age, the number of spaces may be reduced to one space per dwelling unit, if such requirement is not already applicable; b. 20% if development contains personal care facility; c. 1 0% if development provides private van or bus transportation for residents; and d. 1 0% if development is located within 400 feet of property on which is located a grocery store and a pharmacy, measuring in a straight line between the two closest lot lines.
Manufacturing Custom	a. one space per each 500 square feet of floor area of manufacturing floor space; plus b. one space per each 300 square feet of retail sales floor area.
Manufacturing, Heavy and Limited	one space per each 500 square feet of floor area

Land Use	Minimum Number of Parking Spaces
Mini-Storage	a. If two lane driveway is constructed adjacent to the storage buildings, the only parking requirements will that required for whatever office space there is within the complex. b. If the driveways are not adequate for two lanes of traffic, then one parking space located in a manner which does not interfere with traffic flow is required for each five storage bays
Personal Services (all categories, except day care and mini-storage)	one space per each 300 square feet of floor area
Professional Offices	One space per each 300 square feet of floor area
Public Assembly, including auditoriums	one space per each four seats in the main assembly room, auditorium or arena, based on the maximum possible seating configuration
Recreation, Commercial	a. Indoor theaters must have one space per each four seats. b. Other indoor entertainment centers, including, but not limited to, video game rooms and pool rooms, must have one space for each 100 square feet of floor area. c. Indoor sports facilities, including, but not limited to, bowling alleys, swimming pools, or weight training rooms must have one space per each lane or court, and one space per each 600 square feet of floor area whichever is applicable. d. Outdoor sports and recreation (such as golf ranges, swimming pools, and tennis courts) must have two spaces per each lane or court, two spaces per each hole, whichever is applicable. When the facility is constructed with spectator seating, one space per each four seats.
Restaurants	a. Businesses specializing in fast order service and typically provides for take out food must have fifteen spaces per each 1000 square feet of floor area including dining, waiting, serving, and cooking areas b. Businesses specializing in sit down dinners must have one parking space per each 1 00 square feet of dining area and bar area.

Land Use	Minimum Number of Parking Spaces
Retail Trade	One parking space per each 300 square feet of floor
Transportation Terminals	One parking space per each 100 square feet of floor area.
Vehicle Repair	a. one parking space per each repair stall (the repair stall cannot count as a parking space); plus b. the number of parking spaces required for whatever office floor area there may be.
Vehicle, Equipment, and Manufactured. Home Sales	a. one parking space for each 200 square feet of office and showroom space; plus b. the number of required spaces for vehicle repair, if also part of the sales business
Warehouse and Distribution	a. one space for each 1000 square feet of warehouse space; plus b. the number of required spaces for whatever office space there may be

(h) **Calculations of Spaces Required:** When calculating the number of required off-street parking spaces required for a particular use, the following rules of construction shall be applied:

- (1) **Net Floor Area Calculated for Non-Residential Uses:** Unless specified elsewhere in the Code of Ordinances, the computation for non-residential parking requirements shall be based on "net floor area". Net floor area shall include all occupiable building space excluding areas used for support space (elevators, stairwells, atriums, mechanical spaces and similar areas). Storage areas shall be counted for those businesses which have as a primary part of their business the storage and distribution of goods.
- (2) **Fractional Calculations:** When the application of the calculations for determining the required number of parking spaces results in a fraction of a space:
 - (i) the number of spaces shall be rounded to the next higher number if the fraction is 0.5 or greater; and
 - (ii) the fraction shall be dropped if it is less than 0.5.

- (3) **Employee Calculations:** When calculations are based on number of employees, the calculation should be based on the shift in which the largest number of employees is expected to be working at one time.
- (4) **Use Most Similar Use:** If the use for which application is made is not specifically listed in Subsection (h), above, the number of off-street spaces required shall be based on the most similar use listed in Subsection (h).

Art. 11-I-20 **OFF-STREET PARKING AND LOADING REGULATIONS**

A. **GENERAL PARKING REGULATIONS**

1. **Off-Street Parking Required:** Off-street parking spaces shall be provided in conformance with these regulations whenever a use is established or enlarged. Required spaces shall be on the building site of the use for which they are provided, unless otherwise permitted and may be provided in either surface parking areas or garages. Whenever there is a change in use, in floor area or in any other unit measurement used to determine the requirements for off-street parking spaces, additional spaces shall be provided on the basis of the increased requirement.
2. **Use of Required Spaces:** Required off-street parking and loading spaces shall be used only for their respective purposes and shall not be used for storage or display of vehicles or trailers for sale or rent, the storage or display of other goods, materials or products or the location of refuse storage containers. No required parking space may be placed in front of an overhead door or other point used for vehicular access.
3. **Submission of Plans:** Applications for building permits and Certificates of Occupancy shall include parking plans showing the design of off-street parking areas, including the layout of spaces, aisles and the location of ingress and egress points. Parking plans shall be approved by the Development Review Committee. Submission of a parking plan may be waived when it is necessary to determine compliance with requirements.
4. **Encroachment on Easements and Rights-of- Way:** No portion of any private parking space, lot or facility may encroach on any easement or right-of-way, unless authorized by law, ordinance, regulation or written agreement of the governmental or private entity which owns or otherwise has jurisdiction over the easement or right-of-way.
5. **Calculations:** The following rules shall apply in computing the parking requirement;
 - a. **Combination Uses:** When a building site is used for a combination of uses, the parking requirement shall be the sum of the requirements for each type of use.
 - b. **Floor Area:** Floor area shall mean gross square footage, except in the case of office and retail type uses where areas used for nonpublic purposes, such as storage, incidental repair, processing or packaging, show windows, offices incidental to management or maintenance, restrooms, or utility rooms, may be discounted, but shall require one space per 750 square feet for such uses.
 - c. **Continuous Seating:** When seating is provided on benches or pews, each 18 inches of such seating shall be counted as one seat for the purpose of calculating the parking requirement.

- d. Fractions: When a calculation results in the requirement of a fractional space, a fraction of less than one-half shall be disregarded and a fraction of one-half or greater shall require one parking space.

6. **Application to Existing Buildings**: If the use of a building is changed to a different use which pursuant to this section requires more off-street parking than currently exists, then;

- a. The new use may not commence until the required additional off-street parking is provided, if the building is not located in the Downtown Core; or
- b. If the building is located in the Downtown Core and the new use does not require an enlargement of that encompassed by the exterior walls of the building, the new use may commence without adding the off-street parking which would otherwise be required by this section.

B. PARKING LAYOUT AND CONSTRUCTION STANDARDS

Every parcel of land hereafter used as a public or private parking area, including commercial parking lots and vehicular display/storage areas, shall be developed and maintained in accordance with the following requirements.

1. **Minimum Size and Setbacks**: Each parking space shall be a minimum of 9 feet by 19 feet, exclusive of access drives and aisles. The 19 foot depth may include a 2 foot overhang over a paved, stoned, mulched or grassy area which is free of obstructions or over a sidewalk, provided that at least 3 feet of sidewalk remains unobstructed for pedestrian movement. No space shall overhang a property line, right-of-way line, or a landscape area which is included as part of a minimum landscape requirement. Every space shall be at least 11 feet from the curb line of a public or private street.

a. Wheel Stops: In any parking space which faces toward a property line or a building, a wheel stop and/or curb shall be provided which prevents a vehicle from extending across the property line or hitting the building.

b. Parallel Parking: The minimum paved dimension for a parallel parking space shall be 9 feet by 23 feet.

2. **Access**: There shall be adequate provision for safe, efficient ingress and egress to all off-street parking spaces, parking stalls may not be designed to be directly accessed from any street. All parking stalls must be accessible by means of a driveway, aisle or other maneuvering space, no parking space may require the use of a public right-of-way or a private street for the maneuvering of a vehicle in entering or leaving the space.

Aisle Width: The standard parking aisle width shall be a minimum of 24 feet, provided that a reduced width may be approved by the Development Review Committee when the parking layout includes

angled parking, one-way aisles or other special features which comply with other applicable City standards and generally accepted practices of parking lot layout.

Fire Lanes: When a parking aisle is also serving as a fire lane, then the aisle must meet the minimum width, radius and construction standards for a fire lane, if these are greater than the requirements for a parking aisle.

Residential Alleys: No access from a nonresidential use shall be permitted to or from an alley serving a residential district.

3. Drive Through Facilities: Any facility offering drive-through service shall provide stacking lanes which are a minimum 9 feet in width and which provide direct forward access to each service window, station or other point of service. Such stacking lane shall be marked and shall be separate from any other driveway, parking space or aisle and shall not interfere with any required parking, ingress or egress. Stacking lanes shall be measured from point of service and shall provide 20 feet per vehicle. Common stacking lanes for several service points may be used for financial and restaurants uses, provided that separate stacking for a least 3 vehicles is provided for each point of service before stacking is merged into a common lane.

- a. General: Unless otherwise specified below, each service point shall be provided with a stacking lane for a minimum of 3 vehicles.
- b. Financial: Each teller station at a drive-through financial institution shall be provided with a stacking lane for a minimum of 5 vehicles.
- c. Restaurant: Each remote ordering station and each service window at a restaurant with drive-through service shall be provided with a stacking lane for a minimum of 5 vehicles.

4. Surfacing: All parking surfaces and access drives shall be surfaced with asphalt or concrete pavements. All pavement must be of sufficient strength to support the vehicular loads imposed on it and shall be so graded and drained to dispose all surface water in accordance with requirements of the City of Kerrville and shall be marked to provide for orderly and safe loading, unloading, parking and storage of vehicles. All surfaces shall be maintained in good condition, generally free of potholes, cracks or broken pavement and allowing uninhibited access to all parking and loading spaces and drives.

As an alternative to asphalt or concrete pavement, permeable pavers may be used as a permanent parking surface if such material complies with applicable City standards and the generally accepted practices of parking lot design.

5. Lighting: All parking areas in a nonresidential district which are used after dark, shall be illuminated beginning one-half hour after sunset, continuing throughout the hours of use. If only a portion of the parking area is offered for use after dark and is clearly marked, then only that part is required to be illuminated in accordance with these standards. Lighting shall meet the following minimum standards;

- a. Intensity: An average of at least one foot candle, initial measurement, and at least one-half foot candle on a maintained basis on the parking lot surface. A minimum at any point of at least 0.3 foot candle initial and least 0.2 foot candle maintained 1/3 of the average, whichever is greater.
- b. Fixtures: Light sources shall be indirect, diffused or shielded type fixtures to deflect the light from adjoining properties in residential districts and from boundary streets. Fixtures shall be mounted to buildings or on poles. Bare bulbs and strings of lights are prohibited for use as permanent and required lighting.

C. PARKING REDUCTIONS AND SPECIFIC EXCEPTIONS

The Zoning Board of Adjustment may authorize the following exceptions, where it finds that the peculiar nature of the use, the shape or size of the property or other exceptional conditions would justify such action and could be accommodated without adverse impacts on adjacent properties or the surrounding neighborhood.

1. Manufacturing and Warehouse Uses: To allow a reduction in the parking requirement. Approval of a reduction in required parking shall primarily be considered for manufacturing and/or warehousing uses and shall be justified on the amount of floor area per employee; the proportion of floor area occupied by machinery, equipment and storage; and/or the maximum employment. The potential impact of conversion to a more employee-intense use in the future should also be considered.
2. Off-Street Parking: To allow required parking spaces to be provided on a building site other than that for which the spaces are required. In general, such exception may be considered for employee parking or for institutional type uses such as hospitals, churches, or other uses where longer term parking is common. A permanent and irrevocable easement of the parking facilities in favor of the premises to be benefited thereby shall be dedicated and recorded in the Kerr County Clerks office as a condition of such use and a copy submitted to the City.
3. Joint Use Parking: To allow joint use or collective parking. Joint use parking shall mean that required spaces provided for one use may also be credited as required spaces for a complementary use. A permanent and irrevocable easement of the parking facilities in favor of the use to be benefited thereby shall be dedicated and recorded in the Kerr County Clerks office as a condition of such use and a copy submitted to the City. The following definitions and examples shall be used as guidelines in considering requests for joint use parking;
 - a. Complementary: Complementary uses are uses which generally operate at different time periods, so that one use is inactive when the other is active.
 - b. Joint Use: The percentage or number of spaces which is allowed to be shared, used jointly, should be related to the proportion or

number of spaces which will be available during the period of relative inactivity.

- c. Examples: If an office parking lot is generally 90% vacant in the evenings and on weekends, then 90% of the spaces might be credited as also providing the parking for a church which operates primarily in the evenings and on weekends. Or, if a church parking lot is generally 50% vacant on weekdays, then 50% of the spaces might be credited as also providing the parking for an office which operates only on weekdays. Theaters and other evening/weekend entertainment uses may be another example of a use that might share parking with an office, bank, church or other complementary use.

D. **NUMBER OF PARKING SPACES REQUIRED**

The following regulations shall apply in determining the number of parking spaces required for a specific use or combination of uses.

1. **Listed Uses:** For nonresidential uses, each category is assigned a "Parking Standard". The number of off-street parking spaces required for a specific nonresidential use shall be determined by reference to the *schedule of permitted uses* and the 'Table of Parking Standards', below.
2. **Uses Not Listed:** For any use not listed, or where the listed standard is not applicable in the judgement of the Development Review Committee, the parking requirements shall be established using the requirement of a similar use which is listed or an applicable standard from another source. Such determination by the Development Review Committee may be appealed to the Planning and Zoning Commission.
3. **Handicapped Parking:** Parking for the handicapped and disabled shall be provided as part of the required parking in accordance with the requirements of the Americans with Disabilities Act.
4. **Table of Parking Standards - Nonresidential Uses:**

E. OFF-STREET LOADING REQUIREMENTS

In any nonresidential district, in connection with any building or part thereof hereafter erected or altered which is to be occupied by uses requiring the receipt or distribution by truck of materials or merchandise, there shall be provided and maintained, on the same lot with such building, off-street loading spaces.

1. **Dimensions:** Each loading space shall be not less than 10 feet in width, 25 feet in length with a height clearance of not less than 14 feet.
2. **Location:** Such space may occupy all or part of any required side or rear yard except the side yard along a side street in the case of corner lots. In no event shall any part of a required front yard be occupied by such loading spaces.
3. **Distance:** No such space shall be closer than 50 feet to any lot located in any residential district, unless wholly within a completely enclosed building or unless enclosed on all sides by a masonry wall not less than 6 feet in height.

Schedule of Off-Street Parking Requirements.
Comparison from Existing To ZOIC Recommendation
Existing in **BLACK**, Proposed in **RED**

Land Use	Minimum Number of Parking Spaces
Bed and Breakfast	one space per bedroom plus the parking requirement for the owner's residence as required for dwelling no changes
Building Construction, General and Specialist	one space per each 500 square feet of floor space, or one space for each two employees, whichever is greater one space for each 500 sq feet of indoor space, one space for each 1000 sq feet of outside space
Business Services Office	one space per each 300 square feet of floor space one space per 300 sq feet
Day Care	one space per each employee, plus one space for visitors one space per each employee, and one space per 500 sq feet
Dwelling single family detached	two spaces per dwelling no change
Dwelling, single family attached, including duplexes, townhouses, and condominiums	one and one-half spaces per dwelling two spaces per dwelling unit
Dwellings, apartments	a. one space for each efficiency apartment, plus b. one and one-half spaces for each one-bedroom apartment, plus c. two spaces for each apartment with two or more bedrooms Two spaces per dwelling unit
Education, secondary/college Educational Services – 0 through pre-K – K through 8 grade – 9 through 12 grade – post high school – business/trade/technical/specialty	four spaces per classroom plus one space per each employee See daycare Two spaces per classroom 10 spaces per classroom One space per two students, plus one per student housing unit One space per student
Education, primary/middle	two spaces per classroom, plus one space per every eight fixed seats in an auditorium if applicable
Fuel Sales	one space per each 300 square feet of floor space, excluding the space available for parking vehicles at the pumps As required for other on site use

Funeral Services	one space per each 100 square feet of chapel floor area, or one space per each four person seating capacity, whichever is greater
Death Services	one space per each 100 square feet of chapel floor area, or one space per each four person seating capacity, whichever is greater plus one space per 300 sq feet of floor exclusive of the chapel
Land Use	Minimum Number of Parking Spaces
Hotel/Motel	a. one space per room for rooms 1 through 50, inclusive; plus b. 75 space for each additional room between 51 and 100, inclusive; plus c. .5 space per room for each additional room after 100; plus d. 50% of the spaces normally required for secondary uses located on the hotel property including, but not limited to restaurants, bars, and retail stores. One space per sleeping unit, plus that parking required for restaurants, meeting rooms, offices and related facilities
Life Care Developments	a. two spaces per each three convalescent care beds; plus b. required parking for each other type of use, including, but not limited to, parking for independent living in separate apartments, etc.. Total parking required may be reduced cumulatively as follows: a. if the development is restricted for occupancy primarily by people older than sixty-five years of age or who have a mental or physical disability, regardless of age, the number of spaces may be reduced to one space per dwelling unit, if such requirement is not already applicable; b. 20% if development contains personal care facility; c. 1 0% if development provides private van or bus transportation for residents; and d. 1 0% if development is located within 400 feet of property on which is located a grocery store and a pharmacy, measuring in a straight line between the two closest lot lines.
Hospitals - Ambulatory – Out patient Surgery Center	One space per each patient bed
Nursing and Residential Care Facility	One space per four patient beds
Residential Care Facility w/o Nursing Care	One space for each living area
Offices of Health Care Providers (including veterinary services) , if they include clinical, laboratory, or out patient care	One space per 150 sq feet of gross floor area

Manufacturing Custom	a. one space per each 500 square feet of floor area of manufacturing floor space; plus One space per each 1000 sq feet of gross floor area, plus b. one space per each 300 square feet of office and retail sales floor area.
Manufacturing, Heavy and Limited	one space per each 500 square feet of floor area One space per each 1000 sq feet of gross floor area, plus one space per each 300 square feet of office floor area.

6

Land Use	Minimum Number of Parking Spaces
Mini-Storage	a. If two lane driveway is constructed adjacent to the storage buildings, the only parking requirements will that required for whatever office space there is within the complex. b. If the driveways are not adequate for two lanes of traffic, then one parking space located in a manner which does not interfere with traffic flow is required for each five storage bays Parking as required for office space, onsite apartment, plus One space per 10,000 feet of gross floor area
Personal Services (all categories, except day care and mini-storage) Personal Services	one space per each 300 square feet of floor area one space per 250 sq feet
Professional Offices Office	One space per each 300 square feet of floor area one space per 300 sq feet
Public Assembly, including auditoriums Churches Public Assembly and Auditoriums and Theaters Cultural (museums, art galleries, library, etc.)	one space per each four seats in the main assembly room, auditorium or arena, based on the maximum possible seating configuration One space per four seats in sanctuary and specific reqmnts for offices, meeting rooms, classrooms, and commons area If with fixed seating, one space per four fixed seat or, If without fixed seating, one space 50 sq feet of gross assembly area One space per 400 sq feet of gross floor area

Recreation, Commercial	a. Indoor theaters must have one space per each four seats. b. Other indoor entertainment centers, including, but not limited to, video game rooms and pool rooms, must have one space for each 100 square feet of floor area. c. Indoor sports facilities, including, but not limited to, bowling alleys, swimming pools, or weight training rooms must have one space per each lane or court, and one space per each 600 square feet of floor area whichever is applicable. d. Outdoor sports and recreation (such as golf ranges, swimming pools, and tennis courts) must have two spaces per each lane or court, two spaces per each hole, whichever is applicable. When the facility is constructed with spectator seating, one space per each four seats.
Recreation, indoor	Four spaces per each court or lane plus one space per 100 sq feet of floor exclusive of the courts and lanes
Recreation, outdoor	One space per 600 sq feet of recreation area
Recreation, golf courses, country club,	Parking as required for office space, restaurant, meeting space, plus 5 spaces per green
Restaurants	a. Businesses specializing in fast order service and typically provides for take out food must have fifteen spaces per each 1000 square feet of floor area including dining, waiting, serving, and cooking areas b. Businesses specializing in sit down dinners must have one parking space per each 1 00 square feet of dining area and bar area.
Restaurants (including drinking establishments and like facilities)	One space for each 4 seats or 1 space per 100 sq feet gross floor area, whichever is greater

Land Use	Minimum Number of Parking Spaces
Retail Trade Retail, Personal Services Retail Large Item Outdoor storage/sales area	One parking space per each 300 square feet of floor one space per 250 sq feet one space per 400 sq feet one space per 2000 sq feet
Transportation Terminals Miscellaneous	One parking space per each 100 square feet of floor area. One space per 250 sq feet, or The parking requirement shall be established by the Development Review Committee, using the standard of the use most similar to the use as outlined above or an applicable standard from another source. The requirement established by the DRC may be appealed to the Planning and Zoning Commission
Vehicle Repair Auto Repair and Maintenance, except Car Washes	a. one parking space per each repair stall (the repair stall cannot count as a parking space); plus b. the number of parking spaces required for whatever office floor area there may be a. three parking spaces per each repair stall (the repair stall cannot count as a parking space); plus b. the number of parking spaces required for whatever office floor area there may be.
Vehicle, Equipment, and Manufactured. Home Sales Outdoor storage/sales area	a. one parking space for each 200 square feet of office and showroom space; plus b. the number of required spaces for vehicle repair, if also part of the sales business one space per 2000 sq feet
Warehouse and Distribution	a. one space for each 1000 square feet of warehouse space; plus b. the number of required spaces for whatever office space there may be One space per each 1000 sq feet of gross floor area, plus one space per each 300 square feet of office floor area.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2011-__

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" TO REVISE ARTICLE 11-I-20 "OFF-STREET PARKING AND LOADING REQUIREMENTS" IN ITS ENTIRETY TO MAKE AMENDMENTS WHICH INCLUDE INCREASING THE PARKING REQUIREMENTS FOR VARIOUS USES, REQUIRING SPECIFIC TYPES OF PAVING FOR PARKING LOTS, REQUIRING STACKING AREAS FOR USES UTILIZING DRIVE-THROUGH SERVICES, REQUIRING LIGHTS FOR PARKING LOTS USED AT NIGHT, AND ESTABLISHING AN APPEAL PROCESS; 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, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing which was held before the City Council on March 22, 2011, which considered a report of the City of Kerrville Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in revisions to Article 11-I-20 of the City's Zoning Code which will make changes to the regulations applicable to parking and loading; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on March 22, 2011, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and the City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to revise Article 11-I-20 in its entirety by revising the requirements and standards for off-street parking and loading;

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

SECTION ONE. Article 11-I-20 "Off-Street Parking and Loading Requirements" of the City's Zoning Code is amended in its entirety to read as follows:

“Art. 11-I-20 OFF-STREET PARKING AND LOADING REQUIREMENTS

(a) General parking:

1. Off-Street Parking Required: Off-street parking spaces shall be provided in conformance with these regulations whenever a use is established or enlarged. Required spaces shall be on the building site of the use for which parking is required unless otherwise permitted and may be provided in either surface parking areas or garages. Whenever there is a change in use or an increase in floor area or in any other unit measurement used to determine the requirements for off-street parking spaces, additional spaces shall be provided on the basis of the increased requirement.
2. Use of Required Spaces: Required off-street parking and loading spaces shall be used only for their respective purposes and shall not be used for the storage or display of vehicles or trailers for sale or rent; the storage or display of other goods, materials or products; or the location of refuse storage containers. No required parking space may be placed in front of an overhead door or other point used for vehicular access.
3. Submission of Plans: Applications for building permits and Certificates of Occupancy shall include parking plans showing the design of off-street parking areas, including the layout of spaces, aisles, and the location of ingress and egress points. Parking plans must be reviewed and approved by the Development Review Committee. Submission of a parking plan may be waived when it is not necessary to determine compliance with these requirements.
4. Encroachment on Easements and Rights-of-Way: No portion of any private parking space, lot, or facility may encroach on any easement or right-of-way, unless authorized by law, ordinance, regulation, or written agreement of the governmental or private entity which owns or otherwise has jurisdiction over the easement or right-of-way.
5. Calculations: The following rules shall apply in computing the parking requirements:
 - a. Combination Uses: When a building site is used for a combination of uses, the parking requirement shall be the sum of the requirements for each type of use.
 - b. Floor Area: Floor area shall mean gross square footage, except in the case of office and retail type uses where areas used for nonpublic purposes, such as storage, incidental repair, processing or packaging, show windows, offices incidental to management or maintenance,

restrooms, or utility rooms may be discounted, but shall require one space per 750 square feet for such uses.

- c. Continuous Seating: When seating is provided on benches or pews, each eighteen inches (18.0") of seating shall be counted as one (1) seat for the purpose of calculating the parking requirement..
 - d. Fractions: When a calculation results in the requirement of a fractional space, a fraction of less than one-half (1/2) shall be disregarded and a fraction of one-half (1/2) or greater shall require one parking space.
6. Application to Existing Buildings: If the use of a building is changed to a different use which pursuant to this article requires more off-street parking than currently exists, then the following applies:
- a. New Use: The new use may not commence until the required additional off-street parking is provided, if the building is not located in the Downtown Core as said term is defined in this code; or
 - b. Downtown Core Property: If the building is located in the Downtown Core and the new use does not require an enlargement of that encompassed by the exterior walls of the building, the new use may commence without adding the off-street parking which would otherwise be required by this section.

(b) **Parking Layout and Construction Standards**: every parcel of land hereafter used as a public or private parking area, including commercial parking lots used for the parking of business-owned vehicles and vehicular display or storage areas, shall be developed and maintained in accordance with the following requirements.

- 1. Minimum Size and Setbacks: Each parking space shall be a minimum of nine feet (9.0') by nineteen feet (19.0'), exclusive of access drives and aisles. The nineteen foot (19.0') depth may include a two foot (2.0') overhang over a paved, stoned, mulched, or grassy area which is free of obstructions or over a sidewalk, provided that at least three feet (3.0') of sidewalk remains unobstructed for pedestrian movement. No space shall overhang a property line, right-of-way line, or a landscape area which is included as part of a minimum landscape requirement. Every space shall be at least eleven feet (11.0') from the curb line of a public or private street.
- 2. Wheel Stops: In any parking space which faces toward a property line or a building, a wheel stop and/or curb shall be installed which prevents a vehicle from extending across the property line or making contact with the building.

3. Parallel Parking: The minimum paved dimension for a parallel parking space shall be nine feet (9.0') by twenty-three feet (23.0').
4. Access: There shall be adequate provision for safe, efficient ingress and egress to all off-street parking spaces and parking stalls may not be designed to be directly accessed from any street. All parking stalls must be accessible by means of a driveway, aisle, or other maneuvering space and no parking space may require the use of a public right-of-way or a private street for the maneuvering of a vehicle in entering or leaving the space.
5. Aisle Width: The standard parking aisle width shall be a minimum of twenty-four feet (24.0'), provided that a reduced width may be approved by the Development Review Committee when the parking layout includes angled parking, one-way aisles, or other special features which comply with other applicable City standards and generally accepted practices for parking lot layout.
6. Fire Lanes: Where a parking aisle also serves as a fire lane, the aisle shall meet the minimum width, radius, and construction standards for a fire lane if these specifications are greater than the requirements for a parking aisle.
7. Residential Alleys: No access from a nonresidential use shall be permitted to or from an alley serving a residential district.
8. Drive-Through Services: Any use or building offering drive-through service shall provide stacking lanes which are a minimum nine feet (9.0') in width and which provide direct forward access to each service window, station, or other point of service. The stacking lane shall be marked and shall be separate from any other driveway, parking space, or aisle and shall not interfere with any required parking or ingress and egress. Stacking lanes shall be measured from point of service and shall provide twenty feet (20.0') per vehicle. Common stacking lanes for several service points may be used for financial and restaurants uses, provided that separate stacking for a least three (3) vehicles is provided for each point of service before stacking is merged into a common lane.
 - a. Number of Vehicles:
 - i. *General*: Unless otherwise specified below, each service point shall be provided with a stacking lane for a minimum of three (3) vehicles.

ii. *Financial or bill-paying:* Each teller station at a drive-through financial institution or a business offering drive-through bill paying shall provide a stacking lane for a minimum of five (5) vehicles.

iii. *Restaurant:* Each remote ordering station and each service window at a restaurant with drive-through service shall be provided with a stacking lane for a minimum of five (5) vehicles.

9. Surfacing: All parking surfaces and access drives shall be surfaced with asphalt or concrete pavements. All pavement shall be of sufficient strength to support the vehicular loads imposed on it, graded and drained to dispose of all surface water in accordance with City regulations, and marked to provide for orderly and safe loading, unloading, parking, and the storage of vehicles. All surfaces shall be maintained in good condition, generally free of potholes, cracks or broken pavement and allow for uninhibited access to all parking and loading spaces and drives. As an alternative to asphalt or concrete pavement, permeable pavers may be used as a permanent parking surface if such material complies with applicable City standards and the generally accepted practices of parking lot design.

10. Lighting: All parking areas located in a nonresidential zoning district and which are used by the public after dark, shall be illuminated beginning one-half (1/2) hour after sunset and continuing throughout the hours of use. If only a portion of the parking area is used after dark and is clearly marked, then only that part is required to be illuminated in accordance with these standards. Lighting shall meet the following minimum standards:

a. Intensity: Upon initial measurement, lighting shall equate to an average of at least one foot candle and at least one-half (1/2) foot candle on a maintained basis on the parking lot surface.

b. Fixtures: Light sources shall be indirect, diffused, or shielded type fixtures to deflect the light from adjoining properties in residential districts and from adjacent streets. Fixtures shall be mounted to buildings or on poles. The use of bare bulbs and strings of lights for use as permanent and required lighting is prohibited.

(c) **PARKING REDUCTIONS AND SPECIFIC EXCEPTIONS:** The Zoning Board of Adjustment may authorize exceptions to the requirements of this article where it finds that the peculiar nature of a use, the shape or size of the property, or other exceptional conditions would justify such action and any such reduction or exception could be accommodated without adverse impacts on adjacent properties or the surrounding area. The following are examples of uses or conditions which may justify a reduction or exception:

1. Manufacturing and Warehouse Uses: a reduction in parking spaces may be considered for manufacturing and/or warehousing uses; any such reduction may be justified based upon the amount of floor area per employee; the proportion of floor area occupied by machinery, equipment, and storage; and/or the maximum number of employees or invitees using the building. The potential for future increases in the number of employees or invitees may be considered.
2. Longer Term Parking: Off-site parking may be considered for institutional type uses such as hospitals, churches, or similar uses where longer term parking is common. Where an easement is used to both authorize and reserve such parking, the easement shall be permanent and irrevocable and shall be recorded in the property records of the county.
3. Joint Use Parking: joint use or collective parking may be allowed to account for parking space requirements. Joint use parking shall mean that required spaces provided for one use may also be credited as required spaces for a complementary use. Where an easement is used to both authorize and reserve such parking, the easement shall be permanent and irrevocable and shall be recorded in the property records of the county. The following definitions and examples shall be used as guidelines in considering requests for joint use parking;
 - a. Complementary: Complementary uses are uses which generally operate at different time periods, so that one use is inactive when the other is active.
 - b. Joint Use: The percentage or number of spaces which is allowed to be shared and used jointly should be related to the proportion or number of spaces which will be available during the period of relative inactivity.
 - c. Examples: If an office parking lot is generally 90% vacant in the evenings and on weekends, then 90% of the spaces might be credited as also providing the parking for a church which operates primarily in the evenings and on weekends. Or, if a church parking lot is generally 50% vacant on weekdays, then 50% of the spaces might be credited as also providing the parking for an office which operates only on weekdays. Theaters and other evening/weekend entertainment uses may be another example of a use that might share parking with an office, bank, church or other complementary use.

- (d) Number of Parking Spaces Required: The following regulations shall apply in determining the number of parking spaces required for a specific use or combination of uses:

1. Listed Uses: For nonresidential uses, each category is assigned a "Parking Standard". The number of off-street parking spaces required for a specific nonresidential use shall be determined by reference to the schedule of permitted uses and the "Table of Parking Standards", below.
2. Uses Not Listed: For any use not listed, or where the listed standard is not applicable in the judgment of the Development Review Committee, the parking requirements shall be established using the requirement of a similar use which is listed or an applicable standard from another source. Such determination by the Development Review Committee may be appealed to the Planning and Zoning Commission.
3. Handicapped Parking: Parking for the handicapped and disabled shall be provided as part of the required parking in accordance with the requirements of the Americans with Disabilities Act.
4. Table of Parking Standards - Nonresidential Uses:

[TABLE TO BE INSERTED UPON ADOPTION]

- (e) **Off-street Loading Requirements**: in any nonresidential zoning district, in connection with any building or part thereof hereafter erected or altered which is to be occupied for uses requiring the receipt or distribution by truck, van, or other type of delivery vehicle which is delivering materials or merchandise, there shall be provided and maintained, on the same lot with such building, off-street loading spaces, said spaces to comply with the following specifications:
1. **Dimensions**: Each loading space shall be not less than ten feet (10.0') in width, twenty-five feet (25.0') in length with a height clearance of not less than fourteen feet (14.0').
 2. **Location**: Such space may occupy all or part of any required side or rear yard except the side yard along a side street in the case of corner lots. In no event shall any part of a required front yard be occupied by such loading spaces.
 3. **Distance**: No such space shall be closer than fifty feet (50.0') to any lot located in any residential district, unless wholly within a completely enclosed building or unless enclosed on all sides by a masonry wall not less than six feet (6.0') in height."

SECTION TWO. 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 THREE. 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 FOUR. 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 FIVE. 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 SIX. 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., 2011.

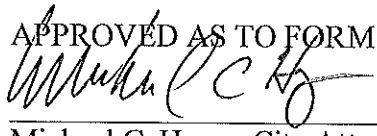
PASSED AND APPROVED ON SECOND AND FINAL READING, this the day of _____, A.D., 2011.

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

T:\Legal\DEVELOPMENT SERVICES (planning)\Zoning\Ord\Amend 11-I-20 Off-street parking and loading requirements_031711.doc

Agenda Item:

(Staff)

5C. An ordinance amending the city's "Zoning Code" to revise Article 11-I-6 "Zoning Districts—Central City" by creating a new zoning district, the central business district, which will include and rezone parts of current zoning districts C-11, C-12, residential transition, and all of zoning district C-18; providing for use regulations within said district; and making other amendments to the zoning code to account for the new 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.

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

SUBJECT: Public Hearing: Zoning Code Amendment – Consider a request to amend Article 11-I-6, Central City, of the Zoning Code of the City of Kerrville, by creating a new zoning district the Central Business District (CBD) by rezoning parts of RT (Residential Transition), C-11, C-12 and all of C-18 (Central City) Districts, amending Article 11-I-3, Definitions and Interpretation of Words and Phrases, by deleting the existing definition for Central Business District and adding a new definition for Central Business District; amending Article 11-I-6 by adding a new section Central Business District, Article 11-I-6 (11); deleting Article 11-I-6 (a)(8) C-18 (Central City) District; deleting Article 11-I-17 (c)(1) Special Setbacks (Central City District); amending Article 11-I-20 (c)(1) Application to Existing Buildings by deleting subparagraphs (i) and (ii) from the Zoning Code.

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 11, 2011

SUBMITTED BY: Gordon Browning *GB* **CLEARANCES:** Kevin Coleman *KC* *xd*

EXHIBITS: Location Map, Proposed Central Business District, Portions of existing Code to be deleted, Draft Ordinance, Request from property owner for map adjustment

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *W*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Zoning Code Amendment Overview:

Since June 2009, ZOIC (Zoning Ordinance Input Committee) has been working on a three (3) step process to rewrite the City's Zoning Code. In June 2010, the first step of the process was completed with adoption by Council of seven (7) amendments to the Zoning Code that addressed the most immediate weaknesses of the existing ordinance.

Over the past several months, ZOIC has continued its work revising the City's Zoning Code. Using the Land Use Categories of the Comprehensive Plan, the committee proposes combining the City's existing forty-two (42) non-residential districts into four (4) commercial districts, two (2) industrial districts and two (2) special purposes

districts. Second, using the industry and business types defined in the North American Industrial Code System (NAICS), the committee developed proposed land use descriptions to replace those in the existing ordinance. Third, the committee combined the proposed districts and land use types into a "Schedule of Permitted Uses" for the commercial, industrial and special purpose districts. The proposed schedule provides a simplified, well referenced and easily understood tool that identifies uses permitted (P), requiring a Conditional Use Permit (C) or not allowed (Blank) in any given district in the City. Using this schedule, the committee has begun assigning the permitted and conditional status of each identified land use in each of the proposed districts, starting with the Central Business District (CBD) and moving into the other commercial and industrial districts.

Central Business District (CBD):

The first zoning district change to the Zoning Code being proposed is the CBD. ZOIC is recommending the creation of a new zoning district, the Central Business District (CBD), which would encompass approximately twenty-eight (28) blocks in downtown Kerrville. The single district being proposed combines parts of four (4) existing districts into one unified district. To accomplish this change, six (6) amendments to the existing Zoning Code will be needed, in addition to the adoption of the "Schedule of Permitted Uses" table, see Exhibit A.

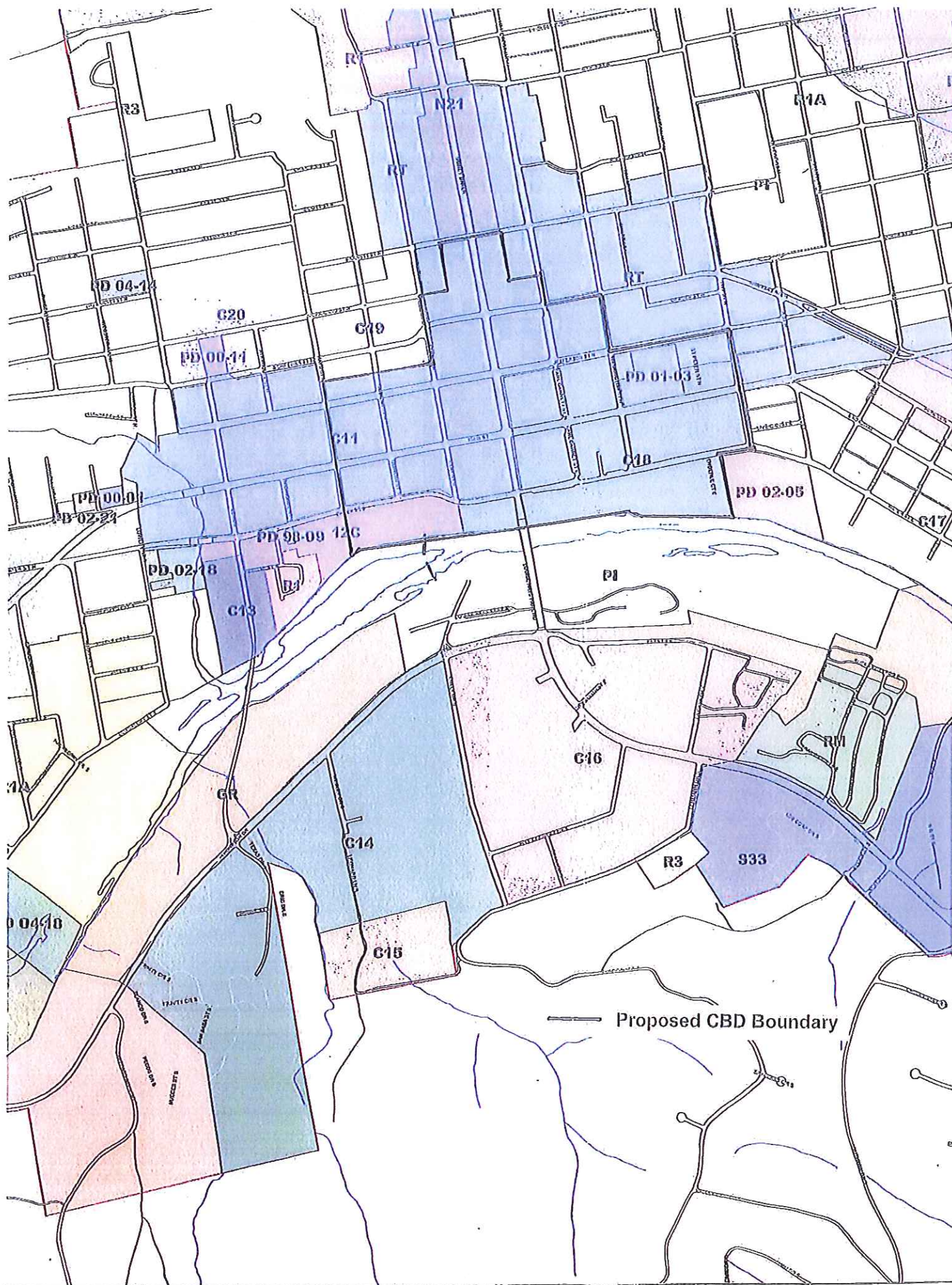
The existing area referred to as the Central Business District, has been redefined as the "Downtown Core" retaining the current exemptions for setbacks and parking and allowing a process for the use of public sidewalks.

ZOIC and staff recommend the adoption of the proposed Central Business District (CBD) as an amendment to Article 11-I-6, Central City, within the existing ordinance. This amendment serves as the logical article to place the proposed district as a holding spot until the balance of the commercial and industrial districts can be defined and specific boundaries developed.

The Planning and Zoning Commission at their March 3, 2011 meeting, following a public hearing, recommended approval of the Zoning Code amendment as presented. One (1) person spoke at the public hearing.

RECOMMENDED ACTION

1. Open the public hearing and receive comments, and
2. Approval of the proposed ordinance amending the Zoning Code on first reading.



CENTRAL BUSINESS DISTRICT:

New Definition, Article 11-I-3 (23)

Central Business District (CBD): The following shall define the City's Central Business District, Lots 1-11, Block H and Lots 1-12, Block I, B. F. Cage Addition; all of Blocks 1, 2, 3, 4, 5, 6, 7, 8, the Courthouse Block, 17, 18, 19, 20, 22, 23, 24, 25, and 26, J. D. Brown Addition; Lots 598-601, Block 10, Lots 377-380, Block 51, Lots 369-376, Block 52, all of Blocks 9, 22, 29, 30, 31, 43, 44, 45 and 50, Schreinners 2nd Addition, City of Kerrville, Kerr County, Texas, being generally described as Barnett Street on the north, the Guadalupe River on the south, Hays Street on the west and Tivy Street on the east.

Add new section, 11-I-6 (11)

(11) **Central Business District (CBD):** The Central Business District is the City's original downtown area. The district is established to promote a variety of uses and services commonly found in a downtown pedestrian friendly environment. Any development and/or redevelopment in this district should be conducted with goal of complimenting the culture, heritage and history associated with the City's downtown area.

(1) **Downtown Core:** Within the CBD is a 5 ½ block area of small specialty shops, restaurants, offices and tourist, visitor and public uses unique to the City. This area defined by the boundary shown on Figure 1, shall be exempt from the following development standards of the CBD;

- (i) **Setbacks:** No setbacks are required in the "Downtown Core" as defined herein.
- (ii) **Parking:** If an existing structure in the "Downtown Core" changes uses and the new use does not expand the existing area encompassed by the exterior walls, the new use can occur without adding off-street parking which may otherwise be required by Article 11-I-20.
- (iii) **Use of Public Sidewalks:** Any merchant occupying a ground floor establishment within the "Downtown Core" may display merchandise on the public sidewalk during normal business hours, in an area directly in front or to the side of the business provided ample space is allowed for a thirty-six (36) inch wide accessible route. A site plan reviewed and approved by the City Planner is required.

Delete Article 11-I-6 (a)(8) District 18-C of the Zoning Code

Delete Article 11-I-17 (c)(1) Special Setbacks, Central Business District of the Zoning Code

Amend 11-I-20 (c)(1)see below, delete sub-paragraphs (i) and (ii)

- (c) **Application to Existing Buildings:** The regulations regarding off-street parking and loading in effect prior to June 16, 1997, shall remain in effect for buildings existing on June 16, 1997; provided, however, the provisions of this Article shall be applicable to an existing building as follows:

- (1) **Change in Use:** If the use of the building on June 16, 1997, is changed to a different use which pursuant to this Article requires more off-street parking than currently exists for the building, then the new use may not commence until the required additional off-street parking is provided.

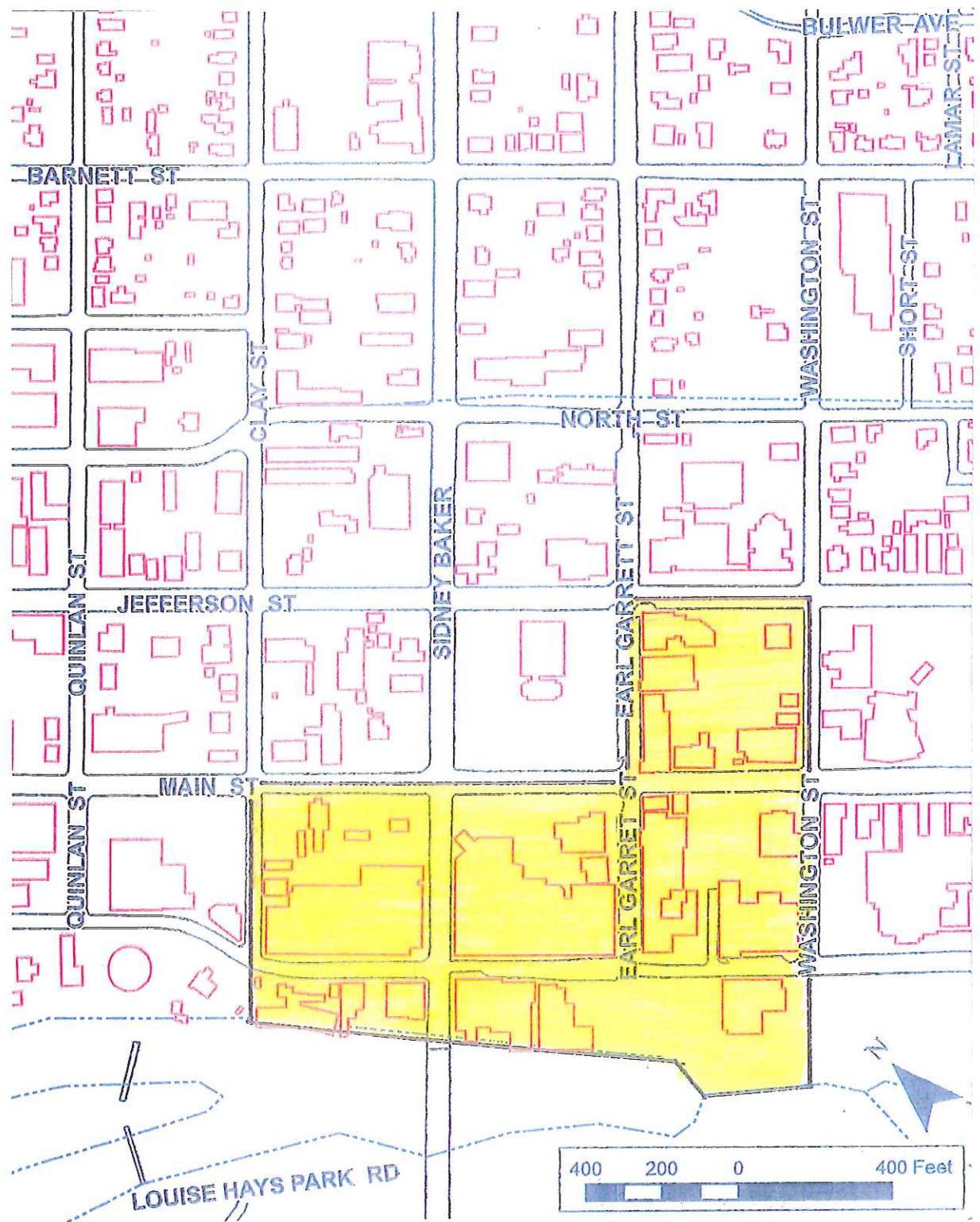


FIGURE 1
"Downtown Core"

SCHEDULE OF PERMITTED USES

NAICS Code	USE DESCRIPTION	NC	LC	RC	CBD	LI	I	AD	PI	PKNG. STND.	SPECIAL CONDITIONS
11	Agriculture, Forestry, Fishing and Hunting										
111	Crop Production										
112	Animal Production										
113	Forestry and Logging										
114	Fishing, Hunting and Trapping										
115	Support Activities for Agriculture and Forestry										
21	Mining, Quarrying, and Oil and Gas Extraction										
211	Oil and Gas Extraction										
212	Mining (except Oil and Gas)										
213	Support Activities for Mining										
22	Utilities										
221	Utilities										
22112	Electric Power Transmission, Control, and Distribution										
221320	Sewage Treatment Facilities										
23	Construction										
236	Construction of Buildings										
237	Heavy and Civil Engineering Construction										
238	Specialty Trade Contractors										
2382	Building Equipment Contractors										
2383	Building Finishing Contractors										
31-33	Manufacturing										
311	Food Manufacturing										
312	Beverage and Tobacco Product Manufacturing										
313	Textile Mills										
314	Textile Product Mills										
315	Apparel Manufacturing										
316	Leather and Allied Product Manufacturing										
321	Wood Product Manufacturing										
322	Paper Manufacturing										
323	Printing and Related Support Activities										
32311	Printing				C						
323114	Quick Printing				P						
324	Petroleum and Coal Products Manufacturing										
325	Chemical Manufacturing										
326	Plastics and Rubber Products Manufacturing										
327	Nonmetallic Mineral Product Manufacturing										
331	Primary Metal Manufacturing										
332	Fabricated Metal Product Manufacturing										
333	Machinery Manufacturing										
334	Computer and Electronic Product Manufacturing										
335	Electrical Equipment, Appliance, and Component Manufacturing										
336	Transportation Equipment Manufacturing										
337	Furniture and Related Product Manufacturing										
339	Miscellaneous Manufacturing										
33991	Jewelry and Silverware Manufacturing										
42	Wholesale Trade										
423	Merchant Wholesalers, Durable Goods										
424	Merchant Wholesalers, Nondurable Goods										

SCHEDULE OF PERMITTED USES

NAICS Code	USE DESCRIPTION	NC	LC	RC	CBD	LI	I	AD	PI	PKNG. STND.	SPECIAL CONDITIONS
425	Wholesale Electronic Markets and Agents and Brokers										
44-45	Retail Trade										
441	Motor Vehicle and Parts Dealers										Requires compliance with _____ Permit without Conditional Use Permit all sales, display and storage is within an enclosed building.
44111	New Car Dealers				C						
44112	Used Car Dealers				C						
44121	Recreational Vehicle Dealers										
44122	Motorcycle, Boat, and Other Motor Vehicle Dealers										
4413	Automotive Parts, Accessories, and Tire Stores (Retail Only)				P						
442	Furniture and Home Furnishings Stores				P						
443	Electronics and Appliance Stores				P						
444	Building Material and Garden Equipment and Supplies Dealers										
444130	Nursery, Garden Stores				P						
444220	Hardware Stores				P						
445	Food and Beverage Stores				P						
446	Health and Personal Care Stores				P						
447	Gasoline Stations (w/Dev. Stnds.)				C						Requires Compliance w/ _____.
44711	Gasoline Stations with Convenience Stores (w/Dev. Stnds.)				C						Requires Compliance w/ _____.
448	Clothing and Clothing Accessories Stores				P						
4483	Jewelry, Luggage and Leather Goods Store				P						
451	Sporting Goods, Hobby, Book, and Music Stores				P						
452	General Merchandise Stores				P						
45291	Warehouse Clubs and Supercenters										
453	Miscellaneous Store Retailers				P						
4533	Used Merchandise Stores (w/o Drop-off)				P						
45331	Used Merchandise Stores										Drop-off area may not encroach into any required setback or parking area and must be screened from street view by a solid fence at least 6-feet in height.
45393	Manufactured (Mobile) Home Dealers										
454	Nonstore Retailers				C						
45431	Fuel Dealers										
48-49	Transportation and Warehousing										
481	Air Transportation										
482	Rail Transportation										
483	Water Transportation										
484	Truck Transportation										
485	Transit and Ground Passenger Transportation										
486	Pipeline Transportation										
487	Scenic and Sightseeing Transportation				P						
488	Support Activities for Transportation										
491	Postal Service				P						
4911	Postal Services (Retail and Drop-off Only)										
492	Couriers and Messengers										
4921	Couriers and Messengers (Retail and Drop-off Only)				P						
493	Warehousing and Storage										
51	Information										
511	Publishing Industries (except Internet)				C						
512	Motion Picture and Sound Recording Industries				P						
512131	Motion Picture Theaters (except Drive-Ins)				P						

SCHEDULE OF PERMITTED USES

NAICS Code	USE DESCRIPTION	NC	LC	RC	CBD	LI	I	AD	PI	PKNG. STND.	SPECIAL CONDITIONS
512132	Drive-In Motion Picture Theaters										
515	Broadcasting (except Internet) - (w/o towers)				P						
517	Telecommunications (w/o towers)				P						
518	Data Processing, Hosting and Related Services				P						
519	Other Information Services				P						
52	Finance and Insurance										
521	Monetary Authorities-Central Bank				P						
522	Credit Intermediation and Related Activities				P						
522298	All Other Nondepository Credit Intermediation (Pawnshops)				P						
523	Securities, Commodity Contracts, and Other Financial Investments and Related Activities				P						
524	Insurance Carriers and Related Activities				P						
5242	Agencies, Brokerages, and Other Insurance Related Activities				P						
524291	Claims Adjusting										
525	Funds, Trusts, and Other Financial Vehicles				P						
53	Real Estate and Rental and Leasing										
531	Real Estate				P						
53112	Lessors of Nonresidential Buildings (except Miniwarehouses)				P						
53113	Lessors of Miniwarehouses and Self-Storage Units (w/Dev. Stnds.)										Requires Compliance w/ _____.
532	Rental and Leasing Services										
53211	Passenger Car Rental and Leasing				C						
53212	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing										
53221	Consumer Electronics and Appliances Rental				P						
53222	Formal Wear and Costume Rental				P						
53223	Video Tape and Disc Rental				P						
53229	Other Consumer Goods Rental				P						
53231	General Rental Centers				C						
53241	Construction, Transportation, Mining, and Forestry Machinery and Equipment Rental and Leasing										
53242	Office Machinery and Equipment Rental and Leasing				P						
53249	Other Commercial and Industrial Machinery and Equipment Rental and Leasing										
54	Professional, Scientific, and Technical Services										
541	Professional, Scientific, and Technical Services				P						
541490	Other Specialized Design Services				P						
54194	Veterinary Services (w/o kennels)				C						
541940	Veterinary Services										Requires the location of outdoor kennels to be at least 100-feet from any property line. Requires outdoor kennels, runs, enclosures, etc., to be enclosed by a solid fence at least 6-feet in height.
55	Management of Companies and Enterprises										
551	Management of Companies and Enterprises				P						
56	Administrative and Support and Waste Management and Remediation Services										
561	Administrative and Support Services				P						
56143	Business Service Center				P						
561613	Armored Car Services										
561622	Locksmiths										
56171	Exterminating and Pest Control Services										
56174	Carpet and Upholstery Cleaning Services										
562	Waste Management and Remediation Services										

SCHEDULE OF PERMITTED USES

NAICS Code	USE DESCRIPTION	NC	LC	RC	CBD	LI	I	AD	PI	PKNG. STND.	SPECIAL CONDITIONS
61	Educational Services										
6111	Elementary and Secondary Schools				P						
6112	Junior Colleges				P						
6113	Colleges, Universities and Professional Schools				P						
6114	Business Schools and Computer and Management Training				P						
6115	Technical and Trade Schools (Classroom Only)				P						
6116	Other Schools and Instruction (Classroom Only)				P						
6117	Educational Support Services				P						
62	Health Care and Social Assistance										
621	Ambulatory Health Care Services				P						
6211	Offices of Physicians				P						
6212	Offices of Dentists				P						
6213	Offices of Other Health Practitioners				P						
6214	Outpatient Care Centers				P						
62149	Other Outpatient Care Centers				P						
6215	Medical and Diagnostic Laboratories				P						
6216	Home Health Care Services				P						
6219	Other Ambulatory Health Care Services (except air ambulance)				P						
62191	Ambulance Services										
62199	All Other Ambulatory Health Care Services				P						
622	Hospitals				C						
6221	General Medical and Surgical Hospitals				C						
6222	Psychiatric and Substance Abuse Hospitals				C						Prohibits Buildings Housing Psychiatric Patients within 250 feet of any Residential District.
6223	Specialty (except Psychiatric and Substance Abuse) Hospitals				C						
6231	Nursing Care Facilities				P						
6232	Residential Mental Retardation, Mental Health and Substance Abuse Facilities				C						
6233	Community Care Facilities for the Elderly (w/o Nursing Care)				P						
6239	Other Residential Care Facilities				P						
624	Social Assistance (Office only)				P						
6241	Individual and Family Services				P						
6242	Community Food and Housing, and Emergency and Other Relief Services				P						
6243	Vocational Rehabilitation Services				P						
6244	Child Day Care Services (Includes Adult)				P						
71	Arts, Entertainment, and Recreation										
711	Performing Arts, Spectator Sports, and Related Industries (except spectator sports)				P						
7111	Performing Arts Companies				P						
7112	Spectator Sports				C						
7113	Promoters of Performing Arts, Sports, and Similar Events				P						
7114	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures				P						
7115	Independent Artists, Writers, and Performers				P						
712	Museums, Historical Sites, and Similar Institutions (w/o Zoos)				P						
7121	Museums, Historical Sites, and Similar Institutions (w/o Zoos)										
713	Amusement, Gambling, and Recreation Industries				C						
7132	Gambling Industries										
72	Accommodation and Food Services										
721	Accommodation										
7211	Traveler Accommodation										
72111	Hotel/Motel				P						

SCHEDULE OF PERMITTED USES

NAICS Code	USE DESCRIPTION	NC	LC	RC	CBD	LI	I	AD	PI	PKNG. STND.	SPECIAL CONDITIONS
721191	Bed-and-Breakfast Inns				P						Facility must comply with all city and state building, fire and health codes and must have a valid Certificate of Occupancy.
7212	RV (Recreational Vehicle) Parks and Recreational Camps										
7213	Rooming and Boarding Houses										
722	Food Services and Drinking Places				P						
72221	Limited - Services Eating Places (w/Dev. Stnds.)				P						
72233	Mobile Food Services				P						
81	Other Services (except Public Administration)										
811	Repair and Maintenance										
8111	Automotive Repair and Maintenance				C						
811191	Automotive Oil Change and Lubrication Shops				C						
811192	Car Washes				C						
8112	Electronic and Precision Equipment Repair and Maintenance (Minor)				P						
8113	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic)										
8114	Personal and Household Goods - Repair and Maintenance				P						
812	Personal and Laundry Services										
8121	Personal Care Services				P						
8122	Death Care Services				C						
8123	Drycleaning and Laundry Services										
81231	Coin-Operated Laundries and Drycleaners				P						
81233	Linen and Uniform Supply										
8129	Other Personal Services				P						
81291	Pet Care Services (except veterinary/kennels)				P						
81293	Parking Lots and Garages (by fee)				P						
813	Religious, Grantmaking, Civic, Professional, and Similar Organizations				P						
8131	Religious Organizations				P						
8132	Grantmaking and Giving Services				P						
8133	Social Advocacy Organizations				P						
8134	Civic and Social Organizations				P						
8139	Business, Professional, Labor, Political, and Similar Organizations				P						
814	Private Households				P						
92	Public Administration										
921	Executive, Legislative, and Other General Government Support				P						
922	Justice, Public Order, and Safety Activities				P						
92214	Correctional Institutions										
923	Administration of Human Resource Programs				P						
924	Administration of Environmental Quality Programs				P						
925	Administration of Housing Programs, Urban Planning, and Community Development				P						
926	Administration of Economic Programs				P						
927	Space Research and Technology				C						
928	National Security and International Affairs				C						
A.	Residential Uses										
	Single Family				P						

SCHEDULE OF PERMITTED USES

NAICS Code	USE DESCRIPTION	NC	LC	RC	CBD	LI	I	AD	PI	PKG. STND.	SPECIAL CONDITIONS
	Duplex				P						
	Multi-Family				P						
	Upper Story Residential (Loft Apartments)				P						
B.	Accessory Uses & Structures				P						

Article 11-I-3, definitions and Interpretation of Words and Phrases

(xvii) swimming pool cleaning and maintenance;

(xviii) welding shops, not elsewhere classified as a manufacturing or industry.

(22) **Cemetery:** Land used or intended to be used for the interment of the dead and dedicated for cemetery purposes, including columbarius, crematoriums, mausoleums and mortuaries when operated in Conjunction with and within the boundary of such cemetery.

DELETE & ADD

(23) **Central Business District:** All of Blocks 1, 2, 6, 7, 8, 23, 24, 25, and the County Court House block, J.D. Brown's Addition, City of Kerrville, Kerr County, Texas, said property being generally bordered by Jefferson Street on the north, the Guadalupe River on the south, Clay Street on the west, and Washington Street on the east.

(24) **Certificate of Occupancy:** A document issued by the Building Official for the City certifying that a newly constructed structure, addition to an existing structure, or an existing structure undergoing a change in use complies with the provisions of the City's building codes, Zoning Code, or an authorized variance therefrom, and that the building or structure is habitable.
(Ord. #2010-09, 06/22/2010)

(25) **Cocktail Lounge:** Property used for the operation of an establishment the principle business of which is the retail sale of any type of alcoholic beverage for on-premises consumption.

(26) **Commission:** The City of Kerrville, Texas, Planning and Zoning Commission, established by Article XIII, Section 13.01 of the City Charter of the City of Kerrville, Texas.

(27) **Condominium:** Real property on which is constructed one or more structures containing two (2) or more apartments or units in which each unit is designated for separate ownership or occupancy but the common elements are directly owned in undivided interests by the unit owners or an association, corporation, or other entity owned by the owners of the units.

(28) **Construction, New:** Any construction of a building (whether it is the main building or an accessory building), parking area, or other structure that is either:

(i) located on a vacant tract; or

(ii) that is an addition to an existing building, parking area, or other structure which increases by fifty percent(50%) or more the gross area of the facility as it existed on June 16, 1997.

(29) **Convalescent Services:** A use providing bed care and in-patient services for persons requiring regular medical attention, but excluding:

(i) Personal Care Facilities;

Art. 11-I-6 ZONING DISTRICTS - CENTRAL CITY

- (a) **Enumeration of Districts and Purpose:** The following specifically enumerated districts are established in the area designated on the Official Zoning Map as "Central City" and are to be developed substantially consistent with the following described purposes:

- (1) **District 11-C:** The primary purposes of District 11-C are:
- (i) to promote non-industrial commercial development that allows retail establishments up to 100,000 square feet of floor area, and yet protects and enhances the appearance of Town Creek and existing single family residential development in the area west of Hays Street;
 - (ii) to promote the redevelopment of Jefferson Street as a primary central business artery in the city;
 - (iii) to encourage development of Schreiner Street as a through traffic street rather than one with slower customer traffic, with a goal of avoiding driveway access to and from Schreiner Street wherever feasible;
 - (iv) to promote the development of small businesses, including offices and small restaurants, near downtown, on the eastern end of the district; and
 - (v) to enhance the appearance of the entrance ways into the downtown area along State Highways 16 and 27. Any conditional uses granted in District 11-C should be consistent with the purposes set forth herein.
- (2) **District 12-C:** The primary purpose of District 12-C is to promote the development of small specialty shops, offices, apartments, and tourist/visitor/and public uses which enhance both the river front and the smaller businesses along Water Street.
- (3) **District 13-C:** The primary purpose of District 13-C is the development of low density residential and certain low-intensity non-residential uses, such as small office uses, bed and breakfast facilities, or other uses that are compatible and non-detrimental to the Guadalupe River and Town Creek environment. Permitted development in District 13-C should not be of such intensity as to add substantial amounts of commercial traffic onto Francisco Lemos Street. District 13-C is not intended to be expanded.

DELETE

- (4) **District 14-C:** The primary purpose of District 14-C is the development of small retail or office uses, including medical professional offices and other medical services, and higher density housing. Large commercial retail and industrial uses are not intended for this district. District 14-C is not intended to be expanded except through minor boundary adjustments.
- (5) **District 15-C:** District 15-C is intended to be primarily developed with residential uses, including higher density residential uses, though certain retail uses may be appropriate with some limitations in areas adjacent to District 14-C. Manufactured home developments would also be appropriate in District 15-C, subject to the regulations set forth in this Zoning Code. District 15-C is expected to be expanded with annexation of an area that has Hill Country Drive as its northern boundary.
- (6) **District 16-C:** District 16-C is intended to be developed with significant commercial uses, including, but not limited to, major retail malls, large grocery stores, new car dealerships, government offices, and restaurants, and higher density residential uses that are all compatible for land both near the river and which are appropriate for serving as the major entrance to downtown from the south side of the Guadalupe River.
- (7) **District 17-C:** The primary uses in District 17-C are to include limited retail, personal services, business services, and high density residential. Uses that are compatible with the historic entranceway into downtown along the Old San Antonio Highway (State Highway 27), Schreiner College, and the river front along the Guadalupe River are to be encouraged. More intense retail and commercial uses, including, but not limited to, vehicle sales and repairs and heavier retail uses are to be discouraged or not allowed.
- (8) **District 18-C:** District 18-C is the City's original downtown area. District 18-C is intended to be developed with uses that promote business activity, public events and meetings, the arts, medical services, education and religious uses. Any development in this district should be done with a goal of complimenting and preserving as much as reasonably possible the culture, heritage, and history associated with the City's downtown area.
- (9) **District 19-C:** The primary purpose of District 19-C is to permit the development of property for use as building construction trades defined as "specialist" and smaller offices, but in a manner that will not encourage a disruption of the traffic flow on Schreiner Street.

- (10) **District 20-C:** The primary purpose of District 20-C is to promote the development of transitional uses to types of businesses more compatible with the adjacent residential and retail businesses. Except on a limited basis, retail is not encouraged and industrial uses should be limited to custom manufacturing. As in District 11-C, Schreiner Street should be encouraged to develop as a through street with development which contributes to stop and go business traffic being discouraged.

- (b) **Permitted and Conditional Uses -Central City:** The uses which are permitted as a matter of right or permitted upon issuance of a conditional use permit in the enumerated Central City zoning districts described in Section (a.), above, and shown on the Official Zoning Map, are indicated by the letters "P" and "C", respectively, in the following table:

SEE FOLLOWING PAGE FOR TABLE

LAND USES	11	12	13	14	15	16	17	18	19	20
Agricultural - General										
Agricultural Service										
Bed and Breakfast	P	P	P	P	P	P	P	P	P	P
Building Construction, General										
Building Construction, Specialist									P	P
Business Services I	P	P		P	C	P	P	P		P
Business Services II	P	C		P	C	P	C	C	P	P
Cocktail Lounge	C	P		C		P	C	P		
Detention Facilities	C							C	C	
Dwelling , Single Family, Detached	C	P	P		P		P		P	C
Manufactured Home or Manufactured Housing					P					
Dwelling, Multiple Family	P	P		P	P	P	P	P	P	P
Dwelling, Single Family with apartment	C	P	P		P		P		C	
Dwelling, RC District Uses (with plat)					P		P			
Education, Secondary and College	C			C	C	P		C	C	C
Education, Primary	C	C	C	P	P	C	C	P	C	C
Equipment Sales/Repair/Storage (Heavy)										
Fuel Sales										C
Funeral Services	P			P		C			P	P
Institutional and Public Use Facilities				P		P	P	P		
Life Care Development	C	C		P	P	P	P	P		P
Manufacturing, Custom	P	P	P	P	P	P	P	P	P	P
Manufacturing and Industrial, Heavy										
Manufacturing and Industrial, Limited										C
Manufactured Housing Sales										
Personal Services I	P	P		P	C	P	C	P	P	P
Personal Services II	P	C		P	C	P	C	C	P	P
Personal Services-Limited	P	P	P	P	P	P	P	P	P	P
Professional Offices	P	P	C	P	C	P	P	P	P	P
Restaurant, General	P	P	P	P	C	P	P	P	P	
Restaurant, Limited	P	P	P	P	C	P	P	P	P	C
Retail Trade – I	P		C	P	C	P	C	P	P	C
Retail Trade – II	C			C	C	P				
Retail Trade – III						P				
Retail Trade – Limited	P	P	P	P	P	P	P	P	P	P
Tourist/Visitor & Recreation Service	P	P	P	P	P	P	P	P	P	
Transportation Terminal (Bus/Aviation)	C									
Vehicle Maintenance and Repair	C	C		C		C	C		C	
Vehicle Sales/Service-Used	C			C		C				
Vehicle Sales/Service – New	P			C		P	C			
Warehousing & Distribution										

(Ord. #2001-11, 07/10/2001)

(Ord. #2000-12, 07-25-2008)

- (c) **Special Setback Regulations:** Notwithstanding Section (b.), above, the following regulations shall apply regarding setbacks:

DELETE

- (1) **Central Business District:** No setbacks are required in the Central Business District as defined herein
(Ord. #2010-09, 06/22/10)
- (2) **Corner Lots:** Unless a different setback is specified for the zoning district, the setback for the yard adjacent to the side street on a corner lot shall be a minimum of fifteen feet (15.0'), except that a residential garage shall be setback not less than nineteen feet (19.0').
- (3) **Rear of Building Abutting a Street:** The minimum setback of the back of a building which abuts a street shall be the greater of:
 - (i) the minimum front setback required for buildings on that street front;
 - (ii) the average setback of buildings along the same side of the block; but in no case greater than twenty-five feet (25.0').
- (4) **Back of Building Abutting an Alley:** The setback for the back of a building which abuts an alley may be measured from the centerline of the alley; provided, however, the minimum setback for a garage or carport with an entrance onto an alley shall be:
 - (i) nineteen feet (19.0'), if the garage or carport is built for only one motor vehicle; or
 - (ii) six feet (6.0'), if the garage or carport is built for two or more motor vehicles.
- (5) **Alignment with Adjacent Buildings:** The setback of a building may be decreased to less than the minimum setback as follows:
 - (i) When more than one-half (1/2) of the lots in a block have been developed with buildings, the front and/or rear setback of an undeveloped lot, including the setbacks on both street fronts of a corner lot, may be reduced to the equivalent of the average front setback and/or rear setback, respectively, of developed lots on the same side of the same block which are within four hundred feet (400') of the property on which the reduction is sought; however, in no case shall any front setback be reduced to less than ten feet (10.0') nor any garage entrance be setback less than nineteen feet (19.0');
 - (ii) The side setback of a lot to be developed with a building for non-residential use may be reduced to the same as the side setback of the lot abutting that side of the lot if the lot abutting that side has been
 - (iii) developed with a building with a side setback less than the minimum set forth in Section (b), above; provided, however, the reduction may in no case result in a building separation less than that required by the City Building Code and/or Fire Code.

Art. 11-1-20 OFF-STREET PARKING AND LOADING REQUIREMENTS

- (a) **Off-Street Parking and/or Loading Required:** Except as otherwise permitted by ordinance or resolution of the City Council, no building or structure shall be erected, or its use changed, without the construction of permanent off-street parking and loading spaces in accordance with the provisions of this Article.
- (b) **Encroachment on Right-of-Way:** No portion of any private parking space, lot or facility may encroach on any public easement or right-of-way, unless authorized by law, ordinance, regulations or written agreement of the governmental entity which owns or otherwise has jurisdiction over the easement or right-of-way.
- (c) **Application to Existing Buildings:** The regulations regarding off-street parking and loading in effect prior to June 16, 1997, shall remain in effect for buildings existing on June 16, 1997; provided, however, the provisions of this Article shall be applicable to an existing building as follows:
- (1) **Change in Use:** If the use of the building on June 16, 1997, is changed to a different use which pursuant to this Article requires more off-street parking than currently exists for the building, then:
- DELETE
- (i) if the building is not located in the Central Business District, the new use may not commence until the required additional off-street parking is provided; or
- (ii) if the building is located in the Central Business District, and the new use does not require an enlargement of the area encompassed by the exterior walls of the building, the new use can occur without adding the off-street parking which would otherwise be required by this Article.
- (2) **Modifications or Additions to Building:** When modifications or additions are made to an existing building which result in an increase in the number of dwelling units, usable floor area, allowable seating capacity, or allowable occupancy:
- (i) if such increase is less than fifty percent (50%) of the number of dwelling units, floor area, allowable seating capacity or allowable occupancy existing prior to June 16, 1997, the number of additional required off-street parking spaces will be calculated based only on the increase in the number of dwelling units, floor area, allowable seating capacity or allowable occupancy; provided, however, the required number of parking spaces shall not exceed that required for the entire building; or
- (ii) if such increase is fifty percent (50%) or greater of the number of dwelling units, floor area, allowable seating capacity or allowable occupancy existing prior to June 16, 1997, the number of additional required off-street parking spaces will be calculated based on the entire building, including all increases in the number of dwelling units, floor area, allowable seating capacity or allowable occupancy; or
- (iii) if the building is located in the Central Business District, and the modifications do not require an enlargement of the area encompassed by

Gordon Browning

From: Carl Harvey Brinkman <hbrink@ktc.com>
Sent: Wednesday, March 02, 2011 5:19 PM
To: jkessler@ktc.com; tjmacdonald@macdonald-companies.com; tony@tonyroberts.us; haroldsr@hotmail.com; davidw@ddddirectories.com; ccmcrae@hotmail.com; lcrmike@bellsouth.net
Cc: Gordon Browning; djackson@ktc.com
Subject: P & Z tomorrow
Attachments: 2.56 Acres Esquina three streets.pdf; CBD Article 11-1-6 P & Z March 3 2011_001.pdf

Gentlemen, I am one of the owners of a downtown property being impacted with your vote tomorrow (Zoning Code Amendment, Article 11-1-6). We are not opposed to the CBD designation, but we respectfully request that you look at our property configuration and move a line on Earl Garrett to match our land, k.a. "the old Church of Christ". I can not make the meeting tomorrow that I had planned to make. I will be available tomorrow by phone and would be very happy to discuss this. I had pointed this out to Mr. Browning when this first came out and I hope that you will let our property be one designation, not two. Thanks, Harvey Brinkman Commercial Properties

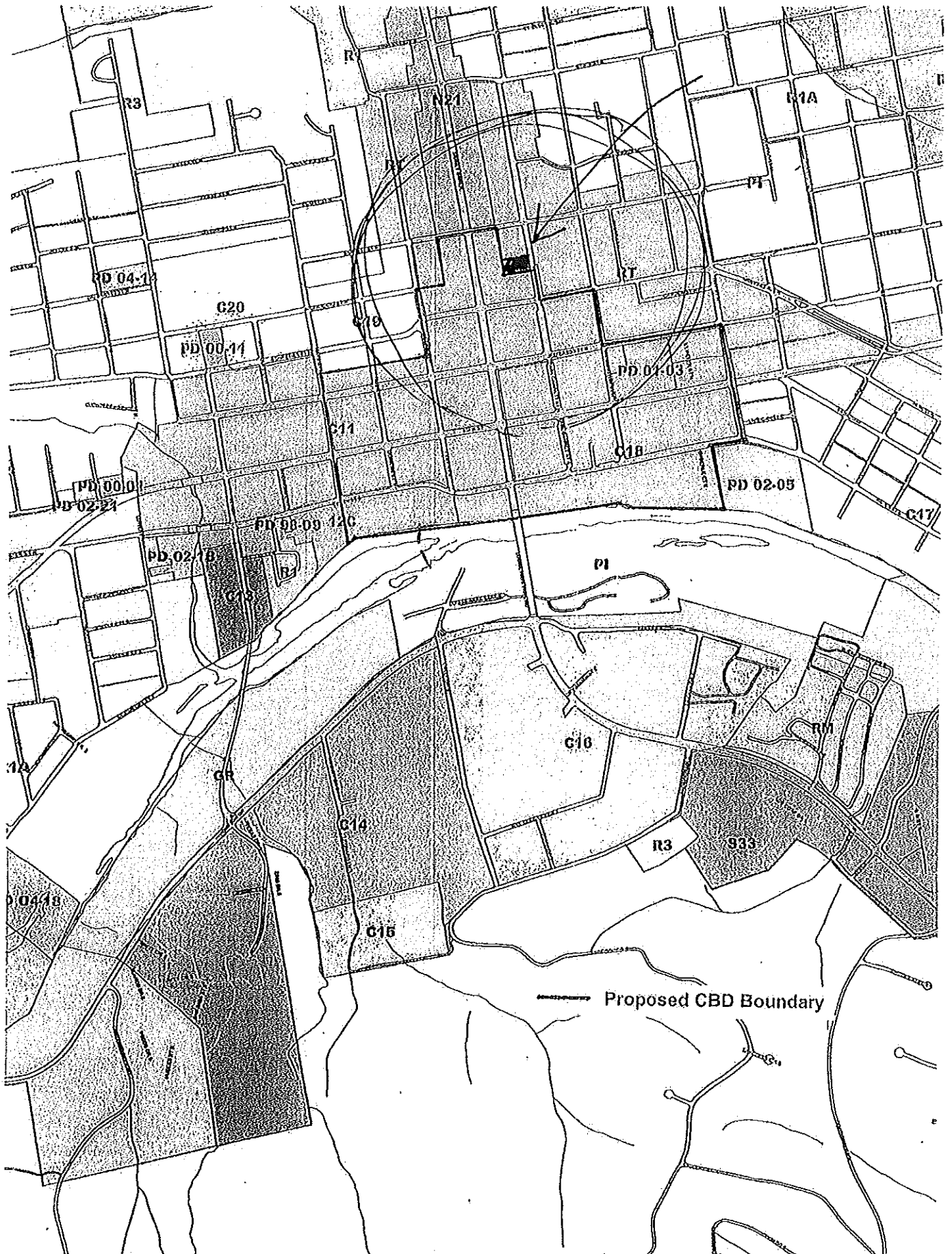


HARVEY BRINKMAN

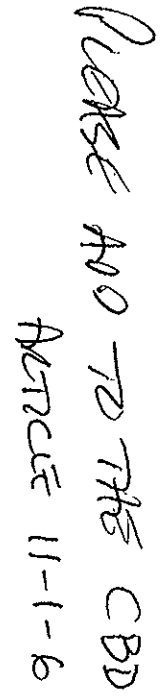
Broker/Realtor®

830 896 8888

www.harveybrinkman.com



80 FT. WIDE PUBLIC STREET



Church of Christ

Downtown Kerrville, Texas

2.56 Acres

Over 26,000 SF in 3 buildings
Over 260 paved parking spaces
Excellent zoning (#11 attached)
19,200 traffic count 2003

270 FT frontage Sidney Baker
402 FT frontage North St
285 FT frontage Earl Garrett St

Also available

0.46 Acres

100 FT frontage
North St
199 Ft frontage Earl Garrett St
Take a virtual tour at

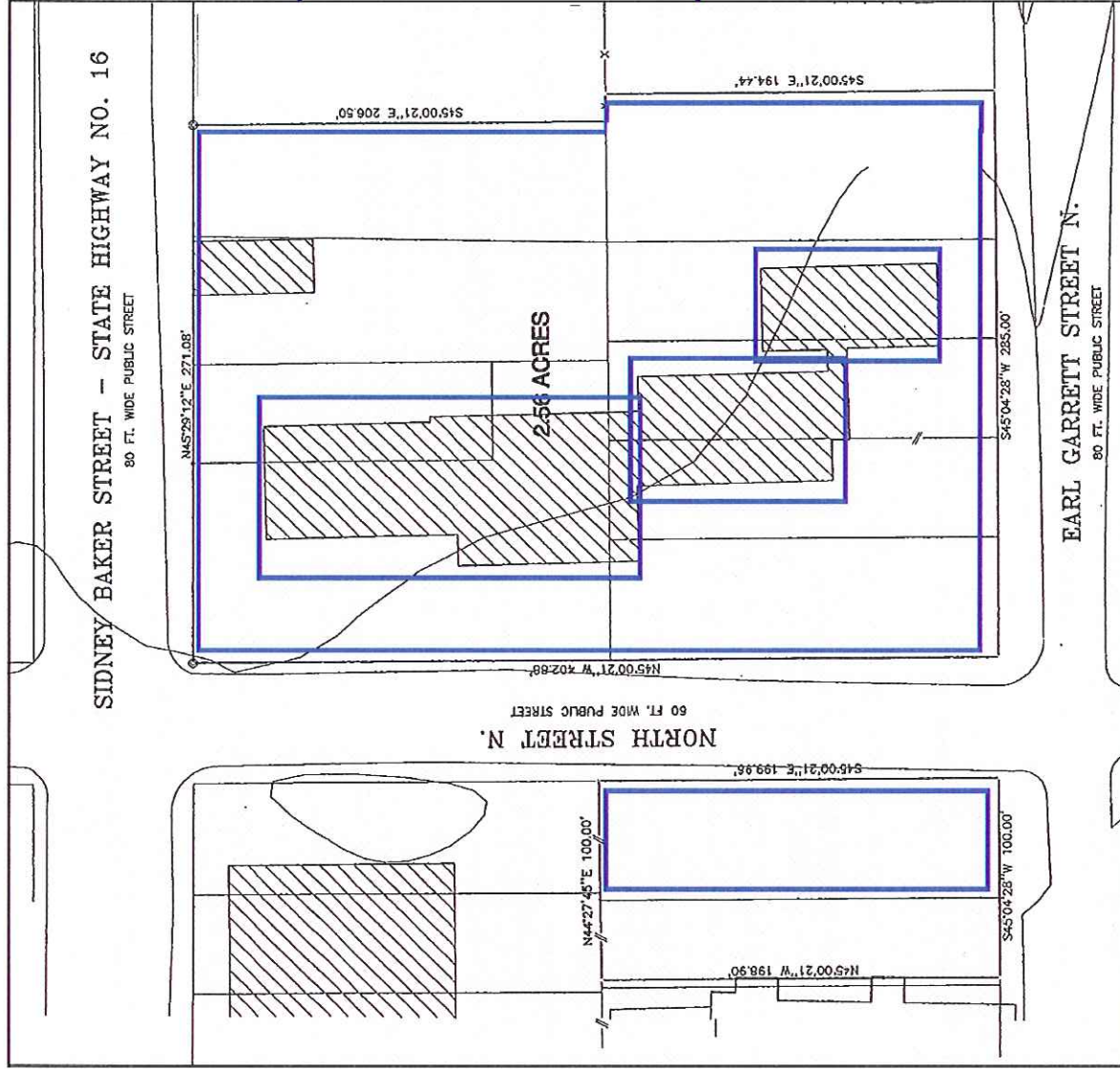


BRINKMAN

COMMERCIAL PROPERTIES

821A Earl Garrett Kerrville, Texas

830/896-8888



Information contained herein has been obtained by sources we have deemed reliable; however, we do not guarantee it, and buyer should perform his own due diligence.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2011-__

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" TO REVISE ARTICLE 11-I-6 "ZONING DISTRICTS-CENTRAL CITY" BY CREATING A NEW ZONING DISTRICT, THE CENTRAL BUSINESS DISTRICT, WHICH WILL INCLUDE AND REZONE PARTS OF CURRENT ZONING DISTRICTS C-11, C-12, RESIDENTIAL TRANSITION, AND ALL OF ZONING DISTRICT C-18; PROVIDING FOR USE REGULATIONS WITHIN SAID DISTRICT; AND MAKING OTHER AMENDMENTS TO THE ZONING CODE TO ACCOUNT FOR THE NEW 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, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing which was held before the City Council on March 22, 2011, which considered a report of the City of Kerrville Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in revisions to Article 11-I-6 of the City's Zoning Code which will create a new zoning district, the Central Business District; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on March 22, 2011, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and the City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to revise Article 11-I-6 by creating a new zoning district, the Central Business District;

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

SECTION ONE. Article 11-I-3 "Definitions and Interpretations of Words and Phrases" of the City's Zoning Code is amended by deleting the definition of "Central Business District" and replacing it with a new definition as follows:

"(23) Central Business District: Lots 1-11, Block H and Lots 1-12, Block I, B.F. Cage Addition; all of Blocks 1, 2, 3, 4, 5, 6, 7, 8, the Courthouse Block, 17, 18, 19, 20, 22, 23, 24, 25, and 26, J.D. Brown Addition; Lots 598-601, Block 10, Lots 377-380, Block

51, Lots 369-376, Block 52, all of Blocks 9, 22, 29, 30, 31, 43, 44, 45 and 50, Schreiners 2nd Addition, City of Kerrville, Kerr County, Texas; and being generally described as Barnett Street on the north, the Guadalupe River on the south, Hays Street on the west and Tivy Street on the east.”

SECTION TWO. Article 11-I-6 “Zoning Districts-Central City” of the City’s Zoning Code is amended by deleting Section 11-I-6(a)(8).

SECTION THREE. Article 11-I-6 “Zoning Districts-Central City” of the City’s Zoning Code is amended by adding a new Section 11-I-6(a)(11) as follows:

“(11) **Central Business District (CBD)**: The Central Business District is the City’s original downtown area. The district is established to promote a variety of uses and services commonly found in a downtown, pedestrian-friendly environment. Any development and/or redevelopment in this district should be conducted with goal of complimenting the culture, heritage, and history associated with the City’s downtown area. Within the CBD is an area defined as the “Downtown Core”. The Downtown Core is a 5 ½ block area consisting of small specialty shops, restaurants, offices, and tourist, visitor and public uses unique to the City. This area, defined by the boundaries shown on Figure 1, shall be exempt from the following development standards of the CBD:

- a. **Setbacks**: Setbacks are not required in the Downtown Core.
- b. **Parking**: If an existing structure in the Downtown Core changes uses and the new use does not expand the existing area encompassed by the exterior walls, the new use may be established without adding off-street parking which may otherwise be required by Article 11-1-20.
- c. **Use of Public Sidewalks**: Any retailer occupying a ground floor establishment within the Downtown Core may display merchandise on the public sidewalk during normal business hours, in an area directly in front or to the side of the business provided that there remains sufficient space allowing for a thirty-six inch (36”) wide path, which is required to meet accessibility standards. A site plan reviewed and approved by the City Planner is required.”

SECTION FOUR. Article 11-I-17 “Regulations Regarding Building Height, Lot Width, Area, and Setbacks” of the City’s Zoning Code is amended by deleting Section 11-I-17(c)(1).

SECTION FIVE. 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 SIX. 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 SEVEN. 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 EIGHT. 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 NINE. 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., 2011.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the day of _____, A.D., 2011.

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

(Staff)

6A. An ordinance amending Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas" of the Code of Ordinances of the City of Kerrville, Texas, by amending various sections to revise operating hours, establish use restrictions for the boardwalk pavilion, address age requirements for the use of the swimming pool, clarify the prohibition of the use of motor vehicles within the city parks, and make the alcohol regulations within Kerrville Schreiner Park consistent with other city parks; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject.

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

SUBJECT: First Reading of an ordinance amending Chapter 74, Article I of the City's Code of Ordinances regarding park regulations

FOR AGENDA OF: March 22, 2011

DATE SUBMITTED: March 11, 2011

SUBMITTED BY: Malcolm Matthews
Director of Parks and
and Recreation

CLEARANCES: Kristine Ondrias
Assistant City Manager

EXHIBITS: Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO: N/A

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Certain park regulations require specific ordinances for operational, legal and law enforcement purposes. These generally include the hours that parks and facilities are open and closed to the public, what activities are prohibited, and any specific protective measures needed beyond administrative park rules and procedures. A few ordinances currently in the City Code are either not consistent with the historical, reasonable practice being implemented in the field or specific ordinance language needs updating. Upon review of our park related ordinances, City staff and the Parks and Recreation Advisory Board concur that certain ordinances should be amended in order to provide the user public and City staff with consistent, effective, and enforceable rules.

These recommended changes have taken into account the following: 1) is current ordinance language not practical for park users or the City, 2) is ordinance language not being enforced for a justifiable reason, 3) are specifics in an ordinance outdated, or 4) are we better served transitioning all or part of an ordinance to an administrative park rule that can be adjusted periodically by staff based upon changing conditions. The recommended ordinance revisions address park hours of operation, updating vehicle restrictions in parks, transferring certain swimming pool regulations from ordinance to administrative rules, and the allowance or restriction of alcohol in certain parks. The recommended changes were presented to the City Council on February 22nd.

RECOMMENDED ACTION

Staff recommends approval of the First Reading of the ordinance amendments. The Second Reading is scheduled for City Council action on April 12, 2011.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2011-_____**

AN ORDINANCE AMENDING CHAPTER 74 "PARKS AND RECREATION", ARTICLE I "RULES AND REGULATIONS FOR CITY PARK AND RECREATION AREAS" OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY AMENDING VARIOUS SECTIONS TO REVISE OPERATING HOURS, ESTABLISH USE RESTRICTIONS FOR THE BOARDWALK PAVILION, ADDRESS AGE REQUIREMENTS FOR USE OF THE SWIMMING POOL, CLARIFY THE PROHIBITION OF THE USE OF MOTOR VEHICLES WITHIN CITY PARKS, AND MAKE THE ALCOHOL REGULATIONS WITHIN KERRVILLE SCHREINER PARK CONSISTENT WITH OTHER CITY PARKS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Kerrville, Texas, pursuant to Ordinance 2004-24, previously adopted rules and regulations for the City's parks and recreational areas, which rules and regulations are found within Chapter 74 of the City's Code of Ordinances; and

WHEREAS, the City Council now wishes to amend those rules and regulations by adopting revising various sections of the rules and regulations; and

WHEREAS, the City's Parks and Recreation Advisory Board has considered all proposed revisions and voted to approve each one specified within this Ordinance; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 74 of the Code of Ordinances of the City of Kerrville, Texas, to amend various sections regarding operating hours, the Boardwalk Pavilion, age requirements for admittance into the swimming pool, use of motor vehicles, and the use of alcohol within Kerrville Schreiner Park;

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

SECTION ONE. Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas" of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-5 by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~{deleted}~~) as follows:

"Sec. 74-5. Opening and closing hours.

(a) Except as provided hereafter and with the exception of the pavilions within Louise Hays Park and Kerrville Schreiner Park and the Boardwalk pavilion, all City parks and recreation areas shall be open daily to the public between dawn ~~[during the hours of 7:30~~

~~a.m.]~~ and 11:00 p.m. Each City park and recreation area shall be closed to the public from 11:00 p.m. to dawn, ~~[7:30-a.m.]~~ and also as otherwise closed by orders of the director for the purpose of rehabilitation, cleaning, general supervision, or to protect the health, safety, and welfare of the public.

(b) The Louise Hays Park pavilion may be used by the public or reserved for exclusive use pursuant to a written agreement with the City. The operating times for the pavilion, pursuant to written agreement or otherwise, shall be from dawn ~~[7:30-a.m.]~~ to 9:00 p.m. Sunday through Thursday, and from dawn ~~[7:30-a.m.]~~ to 10:00 p.m. on Friday or Saturday. Users of the pavilion, including those using the pavilion pursuant to a written agreement, shall remove all property and trash prior to the closing time. Following the closing time, no person is permitted to use or to remain within or enter the pavilion. Violators shall be subject to trespassing and the issuance of a citation.

(c) The Boardwalk pavilion may be used by the public or reserved for exclusive use pursuant to a written agreement with the City. The general operating times for the pavilion shall be from dawn to 9:00 p.m. Sunday through Thursday and from dawn to 10:00 p.m. on Friday or Saturday. The pavilion, pursuant to written agreement, may be reserved for exclusive use, but only from 6:00 p.m. to 9:00 p.m. Monday through Friday and 1:00 p.m. to 9:00 p.m. on Saturdays, Sundays, or holidays. The consumption and display of alcohol is prohibited on the Boardwalk, pavilion, or adjacent public property unless authorized in writing by the City pursuant to a rental agreement or special event permit from the City. Users of the pavilion, including those using the pavilion pursuant to a written agreement, shall remove all property and trash prior to the closing time. Following the closing time, no person is permitted to use or to remain within or enter the pavilion. Violators shall be subject to trespassing and the issuance of a citation.

~~(e)~~d It shall be unlawful for any person to enter, loiter, or remain within any City park and recreation area between the hours of 11:00 p.m. and dawn ~~[7:30-a.m.]~~, except as provided for in this section, which exceptions shall constitute an affirmative defense to violations of this section. The provisions of this section shall not apply to:

- (1) Persons whose presence is authorized pursuant to a written City permit or agreement.
- (2) Persons participating in or attending events, activities, or programs previously approved or scheduled by the parks and recreation department and remaining in the locale until the event, activity, or program has concluded; or
- (3) Persons possessing a permit to camp in those areas duly designated for such activities by the director.

:

(g) For purposes of this section, "dawn" is defined as being one-half (1/2) hour before sunrise."

SECTION TWO. Chapter 74 “Parks and Recreation”, Article I “Rules and Regulations for City Park and Recreation Areas” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-6 by deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

~~“[Sec. 74-6. Use of City swimming pools or swimming areas by children unable to swim.~~

~~(a) It shall be unlawful for the parent, guardian, or person in custody of any minor child who is unable to swim to allow, suffer or permit such child to go into any City swimming pool or swimming area unless such child is accompanied by a person not less than 14 years of age who is capable of supervising and caring for such child, and who has agreed with such parent, guardian or person in custody of such child to be responsible for the safety of such child.~~

~~(b) For the purpose of this section, “a minor child who is unable to swim” is a child under the age of 12 years who is unable to complete, with reasonable ease, any beginner skills test officially endorsed or used by the American Red Cross.~~

~~(c) This section shall not apply to children who are participating in swimming classes being conducted by qualified swimming instructors.]”~~

SECTION THREE. Chapter 74 “Parks and Recreation”, Article I “Rules and Regulations for City Park and Recreation Areas” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-9 by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

“Sec. 74-9. Overnight camping, sleeping, or parking.

With the exception of Kerrville Schreiner Park, where camping is allowed pursuant to a validly issued permit, and in other cases where a person has the written approval of the director, it shall be unlawful for any person to:

- (a) Sleep or park within any park between the hours of 11:00 p.m. and dawn, defined as being one-half (1/2) hour before sunrise, [7:30 a.m.] or during any other time that a park is closed ~~[and other time closure]~~ to the general public except designated city employees acting as attendants or caretakers or those persons with a permit from the director; or
- (b) Park a vehicle off the paved portion of a parking lot or roadway.”

SECTION FOUR. Chapter 74 “Parks and Recreation”, Article I “Rules and Regulations for City Park and Recreation Areas” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-11 by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

“Sec. 74-11. Vehicles.

(a) It shall be unlawful for any person to operate or place, or cause to be operated or placed, a motor vehicle, including, an automobile, motorcycle, or all-terrain vehicle ~~[or moped]~~ within any City park and recreation area except on designated roadways or parking areas. No person shall allow a motor vehicle which he owns to be operated or placed within any City park and recreation area except on designated roadways or parking areas. This subsection shall not apply to golf carts, wheelchairs, or vehicles being used strictly for the purpose of loading or unloading freight therein or in the construction, maintenance or repair of said City park and recreation areas or with the prior written approval of the director.

⋮

(d) It shall be unlawful for a person to operate a vehicle within any City park and recreation area:

- (1) Between the hours of 11:00 p.m. and dawn, defined as being one-half (1/2) hour before sunrise ~~[7:30 a.m.]~~, except for emergency and necessary purposes; or
- (2) In an indiscriminate or unnecessary manner, including “cruising.””

SECTION FIVE. Chapter 74 “Parks and Recreation”, Article I “Rules and Regulations for City Park and Recreation Areas” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-19 by deleting the language that is bracketed and stricken ~~[deleted]~~ as follows:

“Sec. 74-19. Additional rules applicable to Kerrville Schreiner Park.

⋮

~~[(4) It shall be unlawful to consume or display an open container of an alcoholic beverage; provided, however, that persons or groups that have paid the appropriate park fees and/or received the applicable permits, may privately consume such beverages within the areas of their vehicles, campsites and park facilities that they have been issued a permit to use.]”~~

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

SECTION EIGHT. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of

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

SECTION NINE. 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 TEN. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Clerk 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.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2011.

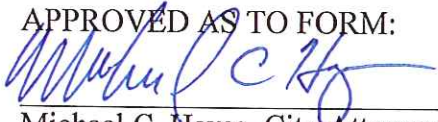
PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2011.

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

7A. Request the subject of building a new city hall be put to a public vote on the May 2011 ballot, to address whether the citizens of Kerrville want to spend money to build a new city hall.

(Trevor Hyde)

Brenda Craig

From: Brenda Craig
Sent: Thursday, March 17, 2011 5:02 PM
To: Brenda Craig
Subject: FW: Online Form Submittal: Citizen Agenda Bill

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

Subject of Request* New City Hall
Agenda Date* 03/22/11
Date Submitted* 03/10/11
Requested/Submitted By* Trevor L. Hyde
Organization Representing N/A
Phone* 830-895-8505
Address 1* 1077 Pinnacle View Dr.
Address 2
City* Kerrville
State* TX
Zip* 78028
Email Address thyde@comanchetrace.com

Exhibits/Information []

Will this item require city council to authorize the expenditure of city funds?* ☐ Yes

☒ No

If Yes, state the amount requested

Description of Request

Request the subject of building a new city hall be put to a public vote on the May, 2011 ballot, to address whether the citizens of Kerrville want to spend money to build a new city hall.

Recommended Council Action

Accept my request regarding the subject of building a new city hall be put to a public vote on the May, 2011 ballot.

* The deadline for submission of items is 5:00 p.m. on the Wednesday preceding the city council meeting.

** If no action is requested, the citizens have the option of addressing the council under the "Visitors/Citizens Forum" section of the agenda, which is open for anyone to speak on items not scheduled on the posted agenda.

* indicates required fields.

The following form was submitted via your website: Citizen Agenda Bill

Subject of Request: New City Hall

Agenda Date: 03/22/11

Date Submitted: 03/10/11

Requested/Submitted By: Trevor L. Hyde

Organization Representing: N/A

Phone: 830-895-8505

Address 1: 1077 Pinnacle View Dr.

Address 2:

City: Kerrville

State: TX

Zip: 78028

Email Address: thyde@comanchetrace.com

Exhibits/Information: No file was uploaded

Will this item require city council to authorize the expenditure of city funds?: No

If Yes, state the amount requested:

Description of Request: Request the subject of building a new city hall be put to a public vote on the May, 2011 ballot, to address whether the citizens of Kerrville want to spend money to build a new city hall.

Recommended Council Action: Accept my request regarding the subject of building a new city hall be put to a public vote on the May, 2011 ballot.

Additional Information:

Form submitted on: 3/10/2011 3:35:48 PM

Submitted from IP Address: 71.41.183.146

Referrer Page: No referrer - Direct link

Form Address: <http://kerrville.org/forms.aspx?FID=46>

Agenda Item:

7B. Request discussion of plans to build a new city hall building on the former Peterson Hospital site at Hwys. 16 and 27 and plans should not proceed until the citizens of Kerrville have had the opportunity to vote on the issue.

(Michael Burniston)

Brenda Craig

From: Brenda Craig
Sent: Thursday, March 17, 2011 5:00 PM
To: Brenda Craig
Subject: FW: Online Form Submittal: Citizen Agenda Bill

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

Subject of Request* City Hall at Old Hospital Site
Agenda Date* 3/22/11
Date Submitted* 3/10/11
Requested/Submitted By* Michael Burniston
Organization Representing
Phone* (830) 257-6577
Address 1* 2983 Bandera Hwy
Address 2
City* Kerrville
State* TX
Zip* 78028
Email Address michael@burnistons.com

Exhibits/Information []

Will this item require city council to authorize the expenditure of city funds?* () Yes

(X) No

If Yes, state the amount requested

Description of Request

I would like to address council regarding plans to build a new city hall building on the former Peterson Hospital site at Hwys 16 and 27.

Recommended Council Action

I would like to recommend to council that this project should not proceed until the citizens of Kerrville have had the opportunity to vote on the issue.

* The deadline for submission of items is 5:00 p.m. on the Wednesday preceding the city council meeting.

** If no action is requested, the citizens have the option of addressing the council under the "Visitors/Citizens Forum" section of the agenda, which is open for anyone to speak on items not scheduled on the posted agenda.

* indicates required fields.

The following form was submitted via your website: Citizen Agenda Bill

Subject of Request: City Hall at Old Hospital Site

Agenda Date: 3/22/11

Date Submitted: 3/10/11

Requested/Submitted By: Michael Burniston

Organization Representing:

Phone: (830) 257-6577

Address 1: 2983 Bandera Hwy

Address 2:

City: Kerrville

State: TX

Zip: 78028

Email Address: michael@burnistons.com

Exhibits/Information: No file was uploaded

Will this item require city council to authorize the expenditure of city funds?: No

If Yes, state the amount requested:

Description of Request: I would like to address council regarding plans to build a new city hall building on the former Peterson Hospital site at Hwys 16 and 27.

Recommended Council Action: I would like to recommend to council that this project should not proceed until the citizens of Kerrville have had the opportunity to vote on the issue.

Additional Information:

Form submitted on: 3/10/2011 8:18:45 PM

Submitted from IP Address: 173.173.45.62

Referrer Page: No referrer - Direct link

Form Address: <http://kerrville.org/forms.aspx?FID=46>

Agenda Item:

(Staff)

7C. Authorize professional services agreement with Peter Lewis Architect + Associates, PLLC for design of the city hall facility and renovation of adjacent administrative space in an amount not to exceed \$202,250.00.

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

SUBJECT: Authorize the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for design of the City Hall facility and renovation of adjacent administrative space in an amount not to exceed \$202,250.00.

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 17, 2011

SUBMITTED BY: Kristine Ondrias  **CLEARANCES:** Todd Parton, City Manager
Assistant City Manager

EXHIBITS: Professional Services Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$202,250.00	\$2,108,720.85	\$2,119,233.36	G88

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

At the March 8, 2011 meeting, the City Council gave the mayor authority to approve the agreement with the Cailloux Foundation to accept the gift of property for a city hall, and the authority to approve the pedestrian crosswalk assumption agreement to consent to the transfer of the crosswalk from Sid Peterson Memorial Hospital to the Cailloux Foundation property.

Staff has worked with Peter Lewis Architect + Associates to scope the design of a new 15,000 sqft City Hall facility and the renovation of existing adjacent administrative space which is included as leased space in the agreement. The proposal is for an amount not to exceed \$202,250.00.

RECOMMENDED ACTION

Authorize the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for design of the City Hall facility and renovation of adjacent administrative space in an amount not to exceed \$202,250.00.

Professional Services Agreement

Between

Peter Lewis Architect & Associates, PLLC and City of Kerrville

THIS AGREEMENT is made as of this _____ day of _____, 2011, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 800 Junction Highway, Kerrville, Texas, 78028, hereinafter referred to as "CLIENT", and Peter Lewis Architect & Associates, PLLC, with its offices at 334 West Water Street, Kerrville, Texas 78028, hereinafter referred to as "ARCHITECT", for the performance of professional architectural services in consideration of the following terms, conditions, and agreements:

PART I. SERVICES

ARCHITECT shall perform all work described in the proposal attached hereto as **Exhibit A** (the "Project").

- A. ARCHITECT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by ARCHITECT under this Agreement, ARCHITECT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and others services.
- B. ARCHITECT hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work or services under this Agreement.
- C. ARCHITECT shall hold periodic conferences with CLIENT or CLIENT's representatives to the end that the Project as developed shall have the full benefit of CLIENT's experience and knowledge and be consistent with CLIENT's objectives for this Project.
- D. ARCHITECT shall periodically report Project status to CLIENT as is appropriate to keep CLIENT informed regarding project progress.
- E. ARCHITECT shall perform all services under this Agreement in a manner which is consistent with generally accepted standards of professional architectural practice.

PART II. CLIENT'S RESPONSIBILITIES

- A. CLIENT shall provide all criteria and full information as to CLIENT's requirements for the Project; designate a person to act with authority on CLIENT's behalf in respect of all aspects of the Project; examine and respond

promptly to ARCHITECT's submissions; and give prompt written notice to ARCHITECT whenever CLIENT observes or otherwise becomes aware of any defect in ARCHITECT's submissions.

- B. CLIENT shall also do the following and pay all costs incident thereto:
 - 1. Furnish to ARCHITECT, upon ARCHITECT's notification that data is required, data including but not limited to core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; geologic assessments, environmental impact studies, and endangered species studies; and any other information previously made available to CLIENT, which may be required by ARCHITECT; all of which ARCHITECT may rely upon as accurate in performing ARCHITECT's services provided, however, ARCHITECT shall not be entitled to rely on any inaccuracy or incompleteness of information or services provided by CLIENT or at CLIENT's direction if a professional architect using generally accepted architectural practices and procedures would have discovered such inaccuracy or incompleteness reviewing any other data other than the document or information provided.
 - 2. Guarantee access to and make all provisions for ARCHITECT to enter upon public and private property.
 - 3. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.
- C. CLIENT shall pay all non-labor costs incident to obtaining bids or proposals from contractor(s).

PART III. WORK ORDER AMENDMENTS

- A. CLIENT may at any time, by written Work Order, make changes relating to services to be performed. If such changes cause an increase or decrease in ARCHITECT's cost of, or time required for, performance of any services, an agreeable equitable adjustment shall be made and reflected in a properly executed Work Order. ARCHITECT must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt by ARCHITECT of the notification of change, unless CLIENT grants a further period of time before the date of final payment under this Agreement.
- B. No services for which additional compensation will be charged by ARCHITECT shall be furnished without a properly executed Work Order signed by CLIENT.

- C. In the event that there are modifications and/or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided in this Agreement and subsequent Work Orders shall be reflected in an appropriate Work Order.

PART IV. COMPENSATION

CLIENT agrees to pay ARCHITECT for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth in **Exhibit A**.

PART V. PAYMENTS

ARCHITECT will invoice CLIENT monthly in accordance with the terms and conditions as set forth in **Exhibit A**. CLIENT agrees to promptly pay ARCHITECT at its office at 334 West Water Street, Kerrville, Texas 78028, the full amount of each such invoice upon receipt. In no event shall ARCHITECT's failure to invoice constitute a default under the terms and conditions of this Agreement.

PART VI. INSURANCE

ARCHITECT shall procure and maintain the following types and limits of insurance for the duration of this Agreement:

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	\$250,000.00
Commercial General Liability-Personal Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence
Automobile Liability	\$1,000,000.00 combined single limit per occurrence – Hired car, owned and non-owned autos

The commercial general liability insurance required above will include contractual liability coverage. The commercial general liability and automobile liability policies shall be endorsed to name the CLIENT as an additional insured, and all policies shall be endorsed to show a waiver of subrogation in favor of CLIENT. ARCHITECT shall direct that a certificate of insurance be delivered to CLIENT before any services are performed pursuant to this Agreement. Such certification of insurance shall provide for not less than thirty (30) days written notice to CLIENT prior to cancellation or material modification by endorsement of any insurance referenced therein and shall indicate that all required coverage and endorsements are in effect.

PART VII. TERMINATION

A. CONDITIONS OF TERMINATION

This Agreement and/or Work Order(s) may be terminated without cause at any time prior to completion of ARCHITECT's services, either by CLIENT or by ARCHITECT, upon written notice to the other at the address of record. Upon receipt of written notice from CLIENT to discontinue work, ARCHITECT shall discontinue work under this Agreement immediately. In the event CLIENT terminates the Agreement based on CLIENT's reasonable opinion ARCHITECT has failed or refused to prosecute the work efficiently, promptly, or with diligence, ARCHITECT shall have fifteen (15) business days, from the receipt of written notification by CLIENT, to cure such failure to perform in accordance with the terms of the Agreement.

B. ACTIONS ON TERMINATION

Upon any termination, ARCHITECT shall: (1) promptly discontinue all services affected (unless a termination notice from CLIENT directs otherwise); and (2) upon full payment for services, deliver or otherwise make available to CLIENT all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by ARCHITECT in performing this Agreement, whether completed or in process.

C. COMPENSATION PAYABLE ON TERMINATION

On termination, by either CLIENT or ARCHITECT, CLIENT shall pay ARCHITECT with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the ARCHITECT's Standard hourly rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs ARCHITECT reasonably incurs relating to commitments which had become firm before the termination; however, in no case shall CLIENT be required to pay ARCHITECT more than the amount set forth in this Agreement.

PART VIII. RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed total Fees paid to the Architect. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

PART IX. MISCELLANEOUS

A. REUSE OF DOCUMENTS

All documents, including Drawings and Specifications prepared or furnished by ARCHITECT pursuant to this Agreement, are instruments of service with respect to the PROJECT, are the property of both CLIENT and ARCHITECT, and may be used by both CLIENT and ARCHITECT, as they deem necessary in their reasonable discretion. Either CLIENT or ARCHITECT may retain copies, reproduce copies, and disseminate copies of said Instruments of Service as are reasonably necessary for the construction and on-going maintenance of the Project. Not later than 90 days after substantial completion, ARCHITECT shall deliver to CLIENT one (1) set of Record Drawings in CADD format incorporating all Addenda and Change Orders and consisting of one set of compact disks; provided, however, ARCHITECT reserves the right to remove all indicia of ownership and/or involvement from the disc/magnetic tape provided to CLIENT. The original CADD data will be retained by ARCHITECT. CLIENT hereby releases and holds harmless ARCHITECT from any claims, losses, or liability resulting from CLIENT's use of the Instruments of Service in a manner not authorized on this project by this Agreement. Any reuse without written verification or adaptation by ARCHITECT, for the specific purposes intended will be at CLIENT's sole risk and without liability or legal exposure to ARCHITECT. Any such verification or adaptation by ARCHITECT will entitle ARCHITECT to further compensation at rates to be agreed upon by CLIENT and ARCHITECT.

B. OPINION OF COST

Since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' method of determining prices, or over competitive bidding or market conditions, ARCHITECT's opinions of probable Project Cost and Construction Cost are to be made on the basis of ARCHITECT's experience and qualifications and represent ARCHITECT's best judgment as an experienced and qualified professional architect, familiar with the construction industry; but ARCHITECT cannot and does not warrant or guarantee ARCHITECT's opinions of cost as an "actual" cost and if an "actual" "Construction Cost" is required, and/or desired, then, construction bids should be obtained by CLIENT from appropriate sources. Opinions of cost may be supplied to applicable municipalities for bonding purposes and no representations, warranties, or guarantees are rendered hereby to any other person or entity. Opinions of cost for presentation to any mortgagee or lending institution will only be prepared by ARCHITECT at CLIENT's specific request. Preparation of such may involve substantial additional cost to CLIENT and ARCHITECT cannot and does not warrant or guarantee such opinion of cost as an "Actual" cost.

C. LATE PAYMENT

If CLIENT fails to make any payment due ARCHITECT for services and expenses in accordance with Parts IV and V herein, within thirty (30) calendar days from the date of ARCHITECT's invoice, thereafter the amounts due ARCHITECT shall include a charge at the rate of 1.50 % per month, calculated from the date of the invoice, and in addition, ARCHITECT may, after giving ten (10) business days written notice to CLIENT, suspend services under this Agreement until ARCHITECT has been paid in full all amounts due for services and expenses.

D. ATTORNEY'S FEES

In the event ARCHITECT's invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then CLIENT shall pay ARCHITECT all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

E. PERIOD OF SERVICE

ARCHITECT shall diligently pursue completion of services and shall promptly inform CLIENT of any anticipated delay. ARCHITECT shall not be liable or responsible for any delays caused by circumstances beyond ARCHITECT's control.

F. SUCCESSORS AND ASSIGNS

CLIENT and ARCHITECT each binds himself, and his partners, successors, executors, administrators, and assigns to partners, successors, executors, administrators, in respect to all covenants of this Agreement. Neither CLIENT nor ARCHITECT shall assign, sublet, or transfer their interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT or ARCHITECT.

G. CONTROLLING LAW; VENUE

This Agreement is to be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes between CLIENT and ARCHITECT arising from or related to this Agreement shall be in Kerr County, Texas.

H. SEVERABILITY AND WAIVER

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and binding upon the parties. One or more waivers by either party of any provision, term,

condition or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

I. EXTENT OF AGREEMENT

This Agreement, including **Exhibit A**, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed or other form or document issued by CLIENT with respect to the project or ARCHITECT's services.

J. AMENDMENTS

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ARCHITECT other than the undersigned Principal, and then only in writing.

Executed on this _____ day of _____, 2011.

CITY OF KERRVILLE

PETER LEWIS ARCHITECT &
ASSOCIATES, PLLC

BY: _____
Jeffrey Todd Parton, City Manager

BY: _____
Peter Lewis, Architect

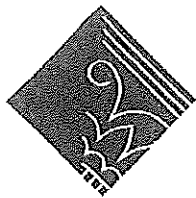
APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Brenda G. Craig, City Secretary



PETER LEWIS
ARCHITECT + ASSOCIATES

March 17, 2011

Kristine Ondrias, Assistant City Manager
City of Kerrville
800 Junction Highway
Kerrville, TX 78028

RE: Kerrville City Hall
Kerrville, Texas

Dear Kristine:

Thank you for inviting us to be a part of the City Hall Team! This is once-in-a-lifetime opportunity to really impact the revitalization of the CBD and we are very pleased to be involved! We understand that there is fixed budget for these projects, requiring discipline and constraint in design and construction. We are committed to working with the Team to stay within that budget. Site and Building design will emphasize sustainability: practical land use, systems and materials; energy efficiency; sensible water use and accessibility.

Based on discussions to date and generally on the conceptual Floor Plans provided by A3 Studio, I have put together a Work Scope and Professional Services Fee Schedule for your consideration. We understand that the City of Kerrville will provide the Programming information which will guide the final building layouts.

I. Work Scope

- A. New 15,000 SF City Hall
 - 1. 2 stories
 - 2. Open office systems
 - 3. City Manager/Legal
 - 4. City Clerk
 - 5. Development Services
 - 6. Engineering
 - 7. Utility billing
 - 8. City Council Chambers
 - 9. Finance
- B. Remodel approximately 6,200 SF of Administrative Office Space to accommodate:
 - 1. Human Resource
 - 2. IT Services
 - 3. Business Programs/Main Street Office
 - 4. Municipal court

II. Scope of Basic Services

- A. Meet with City staff, as required
- B. Meet with City of Kerrville Development Services staff, as required
- C. Geotechnical Engineering Services : paving and foundation design
- D. Demolition Plans
- E. Design Development and Construction Document Services (DD/CD)
 - 1. Civil Engineering
 - 2. Architectural
 - 3. Structural Engineering

4. Mechanical/Electrical/Plumbing
5. Interior Design : including signage/graphics
6. Project Specifications : incorporating City of Kerrville Standard Specifications
7. Assist City of Kerrville during Bid Phase, as required

F. Construction Contract Administration (CCA)

1. Office Construction Administration
2. Shop Drawing and Submittal Review
3. Periodic Site visits
4. Monthly Site meeting with Owner and Contractor
5. Review Applications for Payment and Issue Certificates for Payment
6. Issue Certificate of Substantial Completion
7. Prepare As-built Drawings, based on Contractor's mark-ups

III. Fixed Fee Schedule Basic Services Detail

A.	Design Development/Construction Documents	\$ 150,550.00
☐	Design Development	\$ 63,290.00
☐	Construction Documents	\$ 87,260.00
B.	Construction Contract Administration	\$ 36,700.00
Total Basic Services		\$ 187,250.00

IV. Reimbursable Expenses

Reimbursable expenses are defined as follows and will be billed at a multiple of 1.15 times cost (invoice): Geotechnical Engineering, ADA Plan Review & Inspection, reproduction of documents, shipping and mailing expenses, long distance telephone and fax, and out-of-town Project related mileage will be billed at current Standard Rate.

Estimated Reimbursable Expenses (excludes Bid Set Printing) \$ 15,000.00

V. Production Schedule

We propose to deliver signed and sealed Construction Documents to the City of Kerrville for Bidding and Permitting on or before July 30, 2011.

This Professional Design Services Proposal generally describes the Services to be provided and their associated Fees. If we are in agreement on both of these items, please indicate so by signing and returning a copy of this Proposal. Please call me, if you have any questions.

We look forward to getting started!

Very truly yours,

Peter W. Lewis, Architect
Principal

Accepted

Date

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

SUBJECT: Discussion and consideration of interlocal agreements between the City of Kerrville and Kerr County for joint operations.

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 17, 2011

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

EXHIBITS: Draft Interlocal Agreements Submitted by Kerr County to City Staff on March 14, 2011

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

City staff received the attached draft interlocal agreements from Kerr County on Wednesday, March 16, 2011. These agreements pertain to proposals for environmental health services, animal control services, and airport operations.

RECOMMENDED ACTION

Consider the proposed interlocal agreements and provide direction to City staff.



**THE COUNTY COURT
OF**

KERR COUNTY, TEXAS

700 Main, Kerrville, Texas 78028

Tel: (830) 792-2211

Fax: (830) 792-2218

E-mail: commissioners@co.kerr.tx.us

COUNTY JUDGE

PAT TINLEY

CLERK

JANNETT PIEPER

COMMISSIONERS COURT

H. A. "BUSTER" BALDWIN, PCT. 1

GUY OVERBY, PCT. 2

JONATHAN LETZ, PCT. 3

BRUCE OEHLER, PCT. 4

COURT COORDINATOR

JODY GRINSTEAD

March 15, 2011

Honorable Todd Parton
City Manager
City of Kerrville
800 Junction Hwy.
Kerrville, TX 78028

RE: Interlocal Agreements between Kerr County and City of Kerrville

Dear Mr. Parton:

Enclosed herewith are the following:

1. Red-lined copy of Interlocal Agreement between the City of Kerrville and Kerr County on the Airport
2. Original proposed Interlocal Agreement between the City of Kerrville and Kerr County on the Airport
3. Red-lined copy of Interlocal Agreement between the City of Kerrville and Kerr County on Animal Control
4. Original proposed Interlocal Agreement between the City of Kerrville and Kerr County on Animal Control
5. Original proposed Interlocal Agreement between the City of Kerrville and Kerr County on Environmental Health

The proposed interlocal agreements on the Airport and Animal Control contain provisions which have been, to my best understanding, previously approved by

representatives of the City of Kerrville. The proposed interlocal agreement on Environmental Health has been discussed with you and members of Council and closely follows the Animal Control format.

Pursuant to official Commissioners Court action of March 14, 2011, I have executed all of the proposed original interlocal agreements.

The Commissioners Court stands ready to review and consider any proposed interlocal agreements on other matters which you may desire to submit for its consideration. Should you or members of the City Council feel that additional meetings of the City Council and Commissioners Court would facilitate resolution of the pending issues, please let me know so that those meetings might be arranged

Yours very truly,



Pat Tinley
Kerr County Judge

cc: (without enclosures)

Hon. David Wampler, Mayor
Members of the Kerrville City Council

**INTERLOCAL AGREEMENT FOR THE CONTINUED EXISTENCE OF A
JOINT AIRPORT BOARD TO PROVIDE MANAGEMENT
OF KERRVILLE/KERR COUNTY AIRPORT**

This Joint Action Agreement ("Agreement"), pursuant to Chapter 22 of the Texas Transportation Code, is entered into between Kerr County, Texas ("County") and the City of Kerrville, Texas ("City"), also referred to individually as "Party", or collectively as "Parties", on the ____ day of _____, 20__.

WHEREAS, County and City jointly own the real property upon which is located the Kerrville/Kerr County Airport, sometimes referred to as Louis Schreiner Field ("Airport"); and,

WHEREAS, County and City have previously, by their actions, jointly managed said Airport under Tex. Rev. Civ. Stat. Ann. Art. 46d, Municipal Airport Act, the statutory predecessor to Chapter 22 of the Texas Transportation Code ("Code"); and

WHEREAS, County and City find that it is in the best interests of the citizens of County and City for the Airport to continue to be managed by a Joint Airport Board pursuant to the Code; and

WHEREAS, County and City are desirous of the continuous operation of the Airport in an effective manner; and

WHEREAS, County and City now reconstitute and reorganize the Joint Airport Board to reflect the terms of this Agreement;

NOW, THEREFORE, in consideration of these promises, covenants, and agreements, the Parties agree as follows:

1. **Duration of Agreement:** This Agreement shall be effective on the date it is fully executed by the Parties, and shall terminate on September 30, 2014. Thereafter, this Agreement shall automatically be renewed for five year terms, unless terminated as provided for below.

Deleted: 2011

2. **Proportionate Interest in Airport Property:** Each Party owns an equal, undivided interest in the real property and assets located within the bounds of the Airport, more particularly described in Exhibit A, and as that property description may be expanded or developed, and in the buildings, improvements, and other fixtures located on the property. Title to all Airport property shall remain jointly vested in the County and City.

3. **Joint Airport Board:** The Parties affirm the creation and continued existence of the Joint Airport Board ("Board"). The Board is reconstituted and shall consist and operate as follows:

(a) **Membership.** The Board shall be comprised of five members. The approval by each Party is required to constitute an appointment to the Board. The current Board

Deleted: and

members as of September 30, 2011, are hereby reappointed by the Parties to serve the remainder of their Term of Office left as of September 30, 2011.

Deleted: shall be subject to

Deleted: reappointment

Deleted: without Board recommendation as it is the intent of this Agreement to reconstitute and reorganize the Board. Following the appointments and/or any reappointments to the Board, each Board member shall be assigned at random to hold one of the five places that comprise the Board

Deleted: Following the execution of this Agreement, the terms of those Board members who are serving in Places 1, 3, or 5 shall expire on June 1, 2010. The terms for those Board members appointed to Places 2 and 4 shall expire on June 1, 2011.

(b) Term of Office. Each Board member shall be appointed for a two year term and shall continue to serve in this capacity until their successor is appointed and is duly qualified. Upon the death of any member or should any member resign or for any reason become unable to serve, a replacement shall be appointed in the same manner as provided below to fill the vacancy for the unexpired term.

(c) Oath and Bond. Following appointment, each Board member shall qualify for office by taking the required oath of office before the County Judge.

(d) Appointment. The process for appointment by action of each Party shall be as designated below:

1) The Board shall recommend persons to the County and City for consideration of appointment. The Board shall submit the names of such persons to each Party at least 60 days prior to the end of the particular place's term. In the event that a candidate recommended by the Board is not appointed by either Party, the Board shall recommend an alternative candidate. In the event that this second candidate is not appointed by either Party, the Board shall select another candidate who will be automatically appointed to the Board without the approval of the Parties.

2) It is deemed desirable that all Board members possess and will contribute a balance of expertise in business, financial, aviation, or management training and experience. Appointments shall be made on or before June 1 of each year.

3) Replacement of members shall be in the same manner and under the same qualification as described above with such replacement being appointed to fulfill only that portion of the remaining term.

4) Any Board member may be removed by a majority vote of each Party, for any reason. In addition, the Board may recommend to the County and City that a Board member be removed.

5) Board members shall be eligible for reappointment.

(e) Officers: The Board shall appoint a President and Vice President who shall be selected from the Board's membership. If the Board appoints a Treasurer, the Treasurer shall execute a bond in an amount determined by the Board, with a corporate surety authorized to do business in the State of Texas and conditioned upon the faithful performance of the treasurer's duties. In addition, the Board shall appoint a secretary who shall record the minutes of the Board meetings. The term for each position shall be for two years.

(f) Compensation: Service on the Board is without compensation. However, each Board member is entitled to reimbursement for necessary expenses incurred in the performance of his/her duties as a Board member, subject to a written Board policy regarding the reimbursement of expenses, which has been approved by each Party.

(g) Authority, Powers and Duties: The Board shall have the following authority, powers and duties:

1) The Board may exercise on behalf of the Parties any power possessed by either Party and those specifically provided by the Code, including the power to lease property and facilities, and to buy and sell goods as an incident to the operation of the Airport. However, the Board is not authorized to impose a property tax, sell bonds, or otherwise enter into other debt instruments, dispose of Airport property, or exercise the power of eminent domain without the prior written consent of each Party.

2) The Board, following the prior written consent of each Party, has the authority to apply for and to execute grant funding agreements.

3) The Board may improve, equip, maintain, operate, manage, regulate, protect, and police the Airport.

4) The Board may realign, alter, acquire, abandon, or close a portion of a roadway or alleyway without a showing of paramount importance if the portions to be realigned, altered, abandoned, or closed are in the geographical boundaries of the Airport at the time of or after the realignment, alteration, acquisition, abandonment, or closing.

5) The Board shall have the responsibility and be in charge of the property, improvements, and other assets of the Airport and shall be in charge of the disbursement of Airport funds for Airport purposes. The Board shall also cause records to be kept of any and all revenues and disbursements.

6) The Board shall maintain a fund for the purpose of depositing all revenues of the Airport, including each Party's share of the operating costs. This fund shall be kept and managed by the Board and shall be established at a bank with a branch in Kerr County. Federal, state, or other contributions or loans and the revenue obtained from the operation of the Airport shall be deposited to the credit of the joint fund.

Deleted: Within 30 days following the execution of this Agreement and the appointment(s) and/or reappointment(s) of Board members by the Parties, t

Deleted: establish

Deleted: to be maintained

7) The Board shall have an audit of the financial affairs of the Board and its operation of the Airport conducted each year by an independent accountant and shall furnish the audit to each Party no later than December 1 of each year.

8) The Board shall ensure that all records regarding the operation of the Airport are maintained, retained, and made available for public review in accordance with the Texas Public Information Act. All records shall be maintained at the Airport.

9) The Board shall hire and employ an Airport Manager ("Manager") and such other employees as are necessary for the operation of the Airport. The Manager shall be hired as soon as possible after execution of this Agreement.

10) The Board, through its Manager and any other employees, shall be responsible for the day-to-day management of the Airport. Toward that end, the Board is authorized to enter into service contracts with other public or private entities.

11) The Board may adopt resolutions, rules, and orders for the operation of the Airport.

12) The Board may lease Airport property and may adopt fees and rental rates with respect to the use of Airport services or use of Airport property. Such fees and rates should be, to the extent possible, included within the Board Budget.

13) The Parties acknowledge that the Airport property is within the City's limits and is subject to the City's regulations and that land adjacent to the Airport but outside the City limits is subject to the adoption, administration, and enforcement by either a County or Joint Airport Zoning Board of airport hazard area and compatible land use zoning. However, the Board shall monitor and consider appropriate zoning for the Airport and the immediately surrounding areas whose use may impact Airport operations.

14) The Board shall adopt policies and procedures for the purchase of goods and services and for the accounting of the Airport's finances, each in accordance with state law.

15) The Board may insure itself, its contractors and subcontractors against liability arising from the operation of the Airport for damages to the person or property of others, workers' compensation, and officers' and employees' liability. The insurance may consist of self-insurance and/or purchased insurance.

16) The Board shall comply with the Code and other state laws and local laws in all respects.

(h) Meetings: The Board shall meet on dates and times as agreed upon by the Board, which schedule may be changed from time to time; however in no event shall the Board meet less frequently than once per calendar quarter. The President of the Board or any two Board members shall have the authority to call a meeting. All such meetings of the

Deleted: The newly reconstituted Board shall meet within 15 days following the execution of this Agreement and the appointment(s) and/or reappointment(s) of Board members by the Parties. Thereafter, t

Board shall be held in accordance with the Texas Open Meetings Act and three members of the Board shall constitute a quorum of the Board. The Board shall make its own rules of order, by-laws, set the time and place for regular meetings, and shall keep minutes of its meetings.

(i) Fiscal year. The Board shall observe a fiscal year that begins each October 1 and ends September 30.

(j) Reporting. The Board shall provide quarterly written reports to each Party regarding the operations of the Airport and its finances.

(k) Litigation. The Board shall not enter into litigation of any kind without prior approval from the Parties. However, the Board may provide an appropriate response to a lawsuit or claim filed against it in an effort to protect its rights and defenses prior to any approval from the Parties.

4. Board Budget: The Board is responsible for the operations and needs of the Airport and shall develop and approve a budget for Airport operations ("Board Budget"). The Board Budget shall consist of the following parts: 1) maintenance and operations; and 2) capital improvements. For purposes of this Agreement, "capital improvements" are defined as a project that will result in a physical object with a value of \$25,000 or more. The Board shall submit and present the Board Budget to the County and the City for approval. Should either Party not approve the Board Budget, the previous year's Board Budget shall be automatically adopted for the upcoming year.

(a) Submission Required. The Board shall submit the Board Budget to both Parties not later than June 30th of each year for Parties' consideration no later than September 30 of each year.

(b) Content and Format. The Board Budget shall substantially conform to the format and line item content as specified and depicted in Exhibit B.

(c) Excess Spending Prohibited. Without the prior written approval of each Party, the Board shall not spend nor incur obligations which at any time will exceed the total amount of the Board Budget adopted by the County and City for that fiscal year.

(d) Airport Revenues. The Board shall only use revenues generated by operation of the Airport for Airport purposes.

(e) Board Budget Calculation. The Board shall determine the Board Budget as follows:

(1) Total of all revenues, not including contributions from the Parties, less total expenses, which shall include all grant matches;

(2) Where a negative sum occurs, the Board shall seek contributions from the Parties as provided below.

5. **County and City Funding:** To assure the objective of the continuation of efficient Airport operations, each Party is obligated to the other Party to contribute funds as follows:

(a) **Maintenance and Operations.** Subject to the authority of each party to terminate the Agreement at the end of any fiscal year, the County and City shall each fund one-half (1/2) of all the costs related to the maintenance and operations part of the Board Budget.

(b) **Capital Improvements.** The County and City shall be equally responsible for expenses directly resulting from the part of the Board Budget regarding capital improvements.

(c) **Schedule of Payments.** Pursuant to the Board Budget and the amount of each Party's contributions, each Party shall forward 12 equal monthly payments to the Board in the amount of 1/12th of their total contribution on or before the 15th day of each month.

6. **Amendment:** This Agreement may only be amended by written agreement of the Parties.

7. **Termination of Agreement Prior to Expiration:** This Agreement may be terminated by either Party to become effective at the end of the current fiscal year. To effectuate the termination, the Party seeking termination must provide written notice to the other Party at least 90 days prior to the end of the fiscal year.

8. **Notices:** Any notice required or permitted to be given pursuant to this Agreement or under the laws of this state shall be given in writing and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable Party at the address set forth below:

City: City of Kerrville
Attention: City Manager
800 Junction Highway
Kerrville, TX 78028

County: Kerr County, Texas
Attention: County Judge
Kerr County Courthouse
700 Main Street
Kerrville, TX 78028

Board: Joint Airport Board

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Deleted: over the next three fiscal years (2009, 2010, 2011) in the following percentages:

FY 09 FY 10 FY 11

County 50%
[*\$187,000] 75% 100%

City 50%
[*\$187,000] 25% 0%

*The Parties have determined the amount of the FY 2009 Board Budget and these values reflect that amount.

County's Responsibility for Maintenance and Operations Costs for Fiscal Year 2012 and beyond. The County shall continue to fund all of the costs related to the maintenance and operations part of the Board Budget for Fiscal Year 2012 and beyond. The City shall not fund any of the maintenance and operations part of the Board Budget and will continue to maintain its 50% ownership interest in the Airport.

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Attention: Airport Manager
Kerrville/Kerr County Airport
1875 Airport Loop Road
Kerrville, TX 78028

9. **Governing Law and Venue:** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be in a court of competent jurisdiction in Kerr County, Texas.

10. **Severability:** If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision was not included.

11. **Captions:** Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits, or describes the scope or intent to any provision.

12. **Use of Language:** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

13. **Entire Agreement:** This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter. This Agreement shall not be amended, discharged or extended, except by written instrument executed by the Parties. The Parties agree that no representations or warranties shall be binding upon either Party unless expressed in writing in the Agreement.

14. **Multiple Counterparts:** This Agreement may be executed in multiple counterparts, each of which constitutes an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be legally executed this _____ day of _____, 20____.

CITY OF KERRVILLE

COUNTY OF KERR, TEXAS

By: _____
David Wampler, Mayor

By: _____
Pat Tinley, County Judge

ATTEST:

ATTEST:

Brenda G. Craig, City Secretary

Jannett Pieper, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Robert Henneke, County Attorney

**INTERLOCAL AGREEMENT FOR THE CONTINUED EXISTENCE OF A
JOINT AIRPORT BOARD TO PROVIDE MANAGEMENT
OF KERRVILLE/KERR COUNTY AIRPORT**

This Joint Action Agreement ("Agreement"), pursuant to Chapter 22 of the Texas Transportation Code, is entered into between Kerr County, Texas ("County") and the City of Kerrville, Texas ("City"), also referred to individually as "Party", or collectively as "Parties", on the ____ day of _____, 20__.

WHEREAS, County and City jointly own the real property upon which is located the Kerrville/Kerr County Airport, sometimes referred to as Louis Schreiner Field ("Airport"); and,

WHEREAS, County and City have previously, by their actions, jointly managed said Airport under Tex. Rev. Civ. Stat. Ann. Art. 46d, Municipal Airport Act, the statutory predecessor to Chapter 22 of the Texas Transportation Code ("Code"); and

WHEREAS, County and City find that it is in the best interests of the citizens of County and City for the Airport to continue to be managed by a Joint Airport Board pursuant to the Code; and

WHEREAS, County and City are desirous of the continuous operation of the Airport in an effective manner; and

WHEREAS, County and City now reconstitute and reorganize the Joint Airport Board to reflect the terms of this Agreement;

NOW, THEREFORE, in consideration of these promises, covenants, and agreements, the Parties agree as follows:

1. **Duration of Agreement**: This Agreement shall be effective on the date it is fully executed by the Parties, and shall terminate on September 30, 2014. Thereafter, this Agreement shall automatically be renewed for five year terms, unless terminated as provided for below.

2. **Proportionate Interest in Airport Property**: Each Party owns an equal, undivided interest in the real property and assets located within the bounds of the Airport, more particularly described in **Exhibit A**, and as that property description may be expanded or developed, and in the buildings, improvements, and other fixtures located on the property. Title to all Airport property shall remain jointly vested in the County and City.

3. **Joint Airport Board**: The Parties affirm the creation and continued existence of the Joint Airport Board ("Board"). The Board is reconstituted and shall consist and operate as follows:

(a) **Membership**. The Board shall be comprised of five members. The approval by each Party is required to constitute an appointment to the Board. The current Board

members as of September 30, 2011, are hereby reappointed by the Parties to serve the remainder of their Term of Office left as of September 30, 2011.

(b) Term of Office. Each Board member shall be appointed for a two year term and shall continue to serve in this capacity until their successor is appointed and is duly qualified. Upon the death of any member or should any member resign or for any reason become unable to serve, a replacement shall be appointed in the same manner as provided below to fill the vacancy for the unexpired term.

(c) Oath and Bond. Following appointment, each Board member shall qualify for office by taking the required oath of office before the County Judge.

(d) Appointment. The process for appointment by action of each Party shall be as designated below:

1) The Board shall recommend persons to the County and City for consideration of appointment. The Board shall submit the names of such persons to each Party at least 60 days prior to the end of the particular place's term. In the event that a candidate recommended by the Board is not appointed by either Party, the Board shall recommend an alternative candidate. In the event that this second candidate is not appointed by either Party, the Board shall select another candidate who will be automatically appointed to the Board without the approval of the Parties.

2) It is deemed desirable that all Board members possess and will contribute a balance of expertise in business, financial, aviation, or management training and experience. Appointments shall be made on or before June 1 of each year.

3) Replacement of members shall be in the same manner and under the same qualification as described above with such replacement being appointed to fulfill only that portion of the remaining term.

4) Any Board member may be removed by a majority vote of each Party, for any reason. In addition, the Board may recommend to the County and City that a Board member be removed.

5) Board members shall be eligible for reappointment.

(e) Officers: The Board shall appoint a President and Vice President who shall be selected from the Board's membership. If the Board appoints a Treasurer, the Treasurer shall execute a bond in an amount determined by the Board, with a corporate surety authorized to do business in the State of Texas and conditioned upon the faithful performance of the treasurer's duties. In addition, the Board shall appoint a secretary who shall record the minutes of the Board meetings. The term for each position shall be for two years.

(f) Compensation: Service on the Board is without compensation. However, each Board member is entitled to reimbursement for necessary expenses incurred in the performance of his/her duties as a Board member, subject to a written Board policy regarding the reimbursement of expenses, which has been approved by each Party.

(g) Authority, Powers and Duties: The Board shall have the following authority, powers and duties:

1) The Board may exercise on behalf of the Parties any power possessed by either Party and those specifically provided by the Code, including the power to lease property and facilities, and to buy and sell goods as an incident to the operation of the Airport. However, the Board is not authorized to impose a property tax, sell bonds, or otherwise enter into other debt instruments, dispose of Airport property, or exercise the power of eminent domain without the prior written consent of each Party.

2) The Board, following the prior written consent of each Party, has the authority to apply for and to execute grant funding agreements.

3) The Board may improve, equip, maintain, operate, manage, regulate, protect, and police the Airport.

4) The Board may realign, alter, acquire, abandon, or close a portion of a roadway or alleyway without a showing of paramount importance if the portions to be realigned, altered, abandoned, or closed are in the geographical boundaries of the Airport at the time of or after the realignment, alteration, acquisition, abandonment, or closing.

5) The Board shall have the responsibility and be in charge of the property, improvements, and other assets of the Airport and shall be in charge of the disbursement of Airport funds for Airport purposes. The Board shall also cause records to be kept of any and all revenues and disbursements.

6) The Board shall maintain a fund for the purpose of depositing all revenues of the Airport, including each Party's share of the operating costs. This fund shall be kept and managed by the Board and shall be established at a bank with a branch in Kerr County. Federal, state, or other contributions or loans and the revenue obtained from the operation of the Airport shall be deposited to the credit of the joint fund.

7) The Board shall have an audit of the financial affairs of the Board and its operation of the Airport conducted each year by an independent accountant and shall furnish the audit to each Party no later than December 1 of each year.

8) The Board shall ensure that all records regarding the operation of the Airport are maintained, retained, and made available for public review in accordance with the Texas Public Information Act. All records shall be maintained at the Airport.

9) The Board shall hire and employ an Airport Manager ("Manager") and such other employees as are necessary for the operation of the Airport. The Manager shall be hired as soon as possible after execution of this Agreement.

10) The Board, through its Manager and any other employees, shall be responsible for the day-to-day management of the Airport. Toward that end, the Board is authorized to enter into service contracts with other public or private entities.

11) The Board may adopt resolutions, rules, and orders for the operation of the Airport.

12) The Board may lease Airport property and may adopt fees and rental rates with respect to the use of Airport services or use of Airport property. Such fees and rates should be, to the extent possible, included within the Board Budget.

13) The Parties acknowledge that the Airport property is within the City's limits and is subject to the City's regulations and that land adjacent to the Airport but outside the City limits is subject to the adoption, administration, and enforcement by either a County or Joint Airport Zoning Board of airport hazard area and compatible land use zoning. However, the Board shall monitor and consider appropriate zoning for the Airport and the immediately surrounding areas whose use may impact Airport operations.

14) The Board shall adopt policies and procedures for the purchase of goods and services and for the accounting of the Airport's finances, each in accordance with state law.

15) The Board may insure itself, its contractors and subcontractors against liability arising from the operation of the Airport for damages to the person or property of others, workers' compensation, and officers' and employees' liability. The insurance may consist of self-insurance and/or purchased insurance.

16) The Board shall comply with the Code and other state laws and local laws in all respects.

(h) Meetings: The Board shall meet on dates and times as agreed upon by the Board, which schedule may be changed from time to time; however in no event shall the Board meet less frequently than once per calendar quarter. The President of the Board or any two Board members shall have the authority to call a meeting. All such meetings of the

Board shall be held in accordance with the Texas Open Meetings Act and three members of the Board shall constitute a quorum of the Board. The Board shall make its own rules of order, by-laws, set the time and place for regular meetings, and shall keep minutes of its meetings.

(i) Fiscal year. The Board shall observe a fiscal year that begins each October 1 and ends September 30.

(j) Reporting. The Board shall provide quarterly written reports to each Party regarding the operations of the Airport and its finances.

(k) Litigation. The Board shall not enter into litigation of any kind without prior approval from the Parties. However, the Board may provide an appropriate response to a lawsuit or claim filed against it in an effort to protect its rights and defenses prior to any approval from the Parties.

4. **Board Budget:** The Board is responsible for the operations and needs of the Airport and shall develop and approve a budget for Airport operations ("Board Budget"). The Board Budget shall consist of the following parts: 1) maintenance and operations; and 2) capital improvements. For purposes of this Agreement, "capital improvements" are defined as a project that will result in a physical object with a value of \$25,000 or more. The Board shall submit and present the Board Budget to the County and the City for approval. Should either Party not approve the Board Budget, the previous year's Board Budget shall be automatically adopted for the upcoming year.

(a) Submission Required. The Board shall submit the Board Budget to both Parties not later than June 30th of each year for Parties' consideration no later than September 30 of each year.

(b) Content and Format. The Board Budget shall substantially conform to the format and line item content as specified and depicted in **Exhibit B**.

(c) Excess Spending Prohibited. Without the prior written approval of each Party, the Board shall not spend nor incur obligations which at any time will exceed the total amount of the Board Budget adopted by the County and City for that fiscal year.

(d) Airport Revenues. The Board shall only use revenues generated by operation of the Airport for Airport purposes.

(e) Board Budget Calculation. The Board shall determine the Board Budget as follows:

(1) Total of all revenues, not including contributions from the Parties, less total expenses, which shall include all grant matches.

(2) Where a negative sum occurs, the Board shall seek contributions from the Parties as provided below.

5. **County and City Funding:** To assure the objective of the continuation of efficient Airport operations, each Party is obligated to the other Party to contribute funds as follows:

(a) **Maintenance and Operations.** Subject to the authority of each party to terminate the Agreement at the end of any fiscal year, the County and City shall each fund one-half (1/2) of all the costs related to the maintenance and operations part of the Board Budget

(b) **Capital Improvements.** The County and City shall be equally responsible for expenses directly resulting from the part of the Board Budget regarding capital improvements.

(c) **Schedule of Payments.** Pursuant to the Board Budget and the amount of each Party's contributions, each Party shall forward 12 equal monthly payments to the Board in the amount of 1/12th of their total contribution on or before the 15th day of each month.

6. **Amendment:** This Agreement may only be amended by written agreement of the Parties.

7. **Termination of Agreement Prior to Expiration:** This Agreement may be terminated by either Party to become effective at the end of the current fiscal year. To effectuate the termination, the Party seeking termination must provide written notice to the other Party at least 90 days prior to the end of the fiscal year.

8. **Notices:** Any notice required or permitted to be given pursuant to this Agreement or under the laws of this state shall be given in writing and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable Party at the address set forth below:

City: City of Kerrville
Attention: City Manager
800 Junction Highway
Kerrville, TX 78028

County: Kerr County, Texas
Attention: County Judge
Kerr County Courthouse
700 Main Street
Kerrville, TX 78028

Board: Joint Airport Board

Attention: Airport Manager
Kerrville/Kerr County Airport
1875 Airport Loop Road
Kerrville, TX 78028

9. **Governing Law and Venue:** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be in a court of competent jurisdiction in Kerr County, Texas.

10. **Severability:** If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision was not included.

11. **Captions:** Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits, or describes the scope or intent to any provision.

12. **Use of Language:** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

13. **Entire Agreement:** This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter. This Agreement shall not be amended, discharged or extended, except by written instrument executed by the Parties. The Parties agree that no representations or warranties shall be binding upon either Party unless expressed in writing in the Agreement.

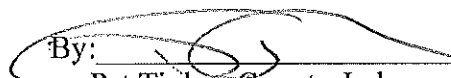
14. **Multiple Counterparts:** This Agreement may be executed in multiple counterparts, each of which constitutes an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be legally executed this _____ day of _____, 20____.

CITY OF KERRVILLE

COUNTY OF KERR, TEXAS

By: _____
David Wampler, Mayor

By:  _____
Pat Tinley, County Judge

ATTEST:

ATTEST:

Notary Public
for the State of Texas
My Comm. Expires 10/1/04

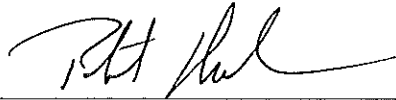
Brenda G. Craig, City Secretary

Jannett Pieper, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney



Robert Henneke, County Attorney

**AGREEMENT BETWEEN KERR COUNTY, TEXAS AND CITY OF KERRVILLE,
TEXAS REGARDING PROVISION OF ANIMAL CONTROL SERVICES**

WHEREAS, Texas Health and Safety Code §826.016 authorizes the governing body of a municipality and the commissioners court of a county to enter into contracts with public entities to carry out the activities required or authorized under Chapter 826 of the Texas Health and Safety Code; and

WHEREAS, in order to preserve taxpayer funded resources through elimination of duplication, the County and the City in the enforcement of the Rabies Control Act and related city and county regulations promulgated pursuant to the authority of the Rabies Control Act and other State laws, the Commissioners Court of Kerr County, Texas (County) and the City Council of the City of Kerrville, Texas (City), find it to be in the public interest that the County be responsible for the enforcement of animal control regulations within the City and County;

NOW, THEREFORE, in consideration of the recitals set forth above and covenants expressed herein, and in accordance with Texas Health and Safety §826.016 and the Interlocal Cooperation act, the City and County execute an Agreement pursuant to Interlocal Cooperation Act (TEXAS GOVERNMENT CODE §791.001) whereby the County agrees to operate an animal control facility for the mutual benefit of City and County, and the City and County hereby agree as follows:

1. Purpose: The intent of this Agreement is to establish the terms and conditions between City and County whereby County agrees to enforce animal control laws and regulations within City's incorporated limits to the extent County does not already possess exclusive jurisdiction for enforcement, including but not limited to, enforcement of:

- a. The Rabies Control Act, as amended;

- b. Chapter 822 of the Texas Health and Safety Code, related to dangerous dogs, and other applicable state statutes of animals and animal diseases.

Nothing herein shall obligate the County to enforce City animal control ordinance provisions.

2. Enforcement of Zoning Regulations Excluded: This Agreement does not require or authorize the County to enforce any provision of the zoning regulations for the City of Kerrville, Texas related to the use and development of property within the City's incorporated limits.

3. Initial Term: The initial term of this Agreement shall begin October 1, 2011 and end September 30, 2012, subject to earlier termination as provided herein.

4. Annual Extensions: This Agreement shall be automatically renewed, without action by any party hereto, for successive periods of one year each, commencing on October 1, 2012, and each year thereafter, up to five successive years; unless notice of cancellation

Deleted: <#>Chapter 18 of the Code of Ordinances of the City, except that the County shall not enforce the ordinance relative to rabbits, chickens and other fowl, domestic pigeons, and livestock.¶

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Deleted: ; however, in the event enforcement action taken by the City pursuant to zoning code results in a lawfully issued order that requires the removal of animals from property within the City's incorporated limits, County shall be responsible for taking possession of and removal of such animals pursuant to this Agreement if such action is otherwise legally authorized

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is given by either party in writing to the other party not later than ninety (90) days prior to the commencement of the next renewal term. The scope of services may not be changed during any fiscal year unless mutually agreed to in writing between the parties.

5. Service: County agrees to provide the following services:

a. Staff: County agrees to provide:

i. Emergency call-out related to Rabies Control Act during all times other than weekday business hours;

ii. Call response to City and County residents' complaints within a reasonable time period.

b. Facility: County shall furnish a Facility sufficient to meet State of Texas requirements and provide the services stated herein.

c. Operation: County shall operate and maintain the Facility in compliance with State statutes, rules and regulations. Such operation shall include:

i. The Facility shall be open to the public for the delivery of animals five (5) days per week during normal business hours.

ii. The Facility operator shall be on call outside of business hours in order to take emergency cases related to the Rabies Control Act or at law enforcement request, and if necessary open the Facility to the public for such cases.

iii. County shall provide routine daily care of animals at the Facility including weekends and holidays.

iv. County shall provide adequate segregated quarters at the Facility for the quarantining of animals in bite cases and other emergency cases, as provided by State law and City and County ordinances.

v. County shall render euthanasia services pursuant to State law, and such that the Facility will be operated in an uncrowded manner. County will dispose of euthanized animals pursuant to State statutes.

vi. County will accept for holding at the Facility stray dogs and cats from the public and from City and County animal control officers.

vii. County will manage the reclamation of animals by their owners and the adoption of unclaimed animals by the public.

viii. County will not be responsible for collection of dead animals from street rights-of-way within the City.

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Deleted: Not fewer than two full-time animal control officers who, as a part of their regular duties, will conduct regular patrols within the city limits during weekday business hours, holidays excluded;¶

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- d. Facility Fees: Fees charged those persons registering, reclaiming, or adopting an animal shall be determined pursuant and subject to the budget approval process provided by State statute.

6. Cooperation: City agrees to immediately notify Kerr County Animal Control of any animal bite cases. Kerrville Police Department agrees to fully cooperate with Kerr County Animal Control in the enforcement of animal control laws and regulations within City's incorporated limits.

7. Consideration: City agrees for County to retain all revenue generated from the issuance and collecting for animal licenses, fees and court costs from citations issued under this Agreement, and any and all other sums generated by the County through its provision of animal control services.

8. City Animal Control Revenues: During the terms of this Agreement and any extension thereof:

- a. County shall be responsible for issuing and collecting for animal licenses for those animals whose owners reside within the City limits and shall retain the revenue derived therefrom. Said revenues shall remain with the County.

- ii. County animal control officers shall file all Class "C" misdemeanors related to violation of animal control regulations, as defined in Section 1 of this Agreement, in the Justice of the Peace court for the precinct where the violation occurred including violations that occur within the City limits of Kerrville. All fee and court cost revenue shall remain with the County.

- b. County shall maintain confidentiality of certain information in dog and cat registry pursuant to Texas Health and Safety Code Chapter 826.

9. Appointment of Local Rabies Control Authority: During the term of this Agreement, City agrees that the person appointed by the County to serve as the Local Rabies Control Authority shall be the Kerr County Animal Control Director for purposes of the Rabies Control Act.

10. Default:

- a. In the event of default by County in the performance of its obligations hereunder, and County fails to cure such default within thirty (30) days after receipt of written notice from City, City, at its option, and without prejudice to any other remedy City may have for County's breach of this Agreement, may terminate this Agreement not earlier than thirty (30) days after delivering written notice of termination to County.

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Deleted: for the services described herein \$141,047.00 for the initial year of this Agreement, which constitutes sixty percent (60%) of the County's net budgeted animal control expenses for fiscal year 2006-2007, plus a \$6,000.00 administrative fee. City shall pay this amount in equal payments of one-twelfth (1/12) of the total sum in advance, on the fifteenth (15th) day of each month, commencing October 15, 2006

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§
Budget Approval and Disapproval: §

§
On or before July 30 of each year, County shall provide City a proposed budget for providing animal control services for the County's next fiscal year, of which City will be requested to pay a portion of the County's operational expenses as per the above formula. City shall approve or disapprove the County's proposed animal control services fee for the upcoming fiscal year on or before September 1 of that same year. Payments by City hereunder shall be made only out of current budgeted City revenues. §

§
In the event that the City fails to approve the County's proposed animal control service fee for any given fiscal year prior to the first day of that fiscal year (October 1), then the Parties agree that the fee from the previous fiscal year just completed shall be deemed approved and shall become the animal control service fee for the current fiscal year. This failure to agree before October 1 of any given fiscal year shall constitute notice of the Parties' intent to terminate this Agreement ... [1]

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§
<#>One over which exclusive jurisdiction does not lie with the County; and §
§ ... [2]

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11. Independent Operations: In the performance of its obligations hereunder, County has the exclusive right to supervise, manage, control, and direct its employees in the performance of the services hereunder. City shall look to County for results only and shall not have the right to direct the County or any of its officers or employees in the performance of such services or as to the manner, means, or methods in which the services are performed except as herein expressly provided

12. No Assignment: This Agreement shall be binding upon parties hereto: provided, however, that neither the City nor the County shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

13. Applicable Law: This Agreement has been made in and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Kerr County, Texas.

14. Notice: Notice to City provided herein shall be sufficient if sent by first class mail, postage prepaid to:

City Manager's Office
City of Kerrville
800 Junction Highway
Kerrville, TX 78028

and notices to County, if sent by first class mail, postage prepaid addressed to:

County Judge
Kerr County Courthouse
700 Main Street
Kerrville, TX 78028

Or to such other addresses as the parties may designate to each other in writing.

15. This Agreement is subject to the Texas Public Information Act.

SIGNED AND AGREED on the dates indicated by the parties below.

CITY OF KERRVILLE, TEXAS

COUNTY OF KERR, TEXAS

By: _____
David Wampler, Mayor

By: _____
Pat Tinley, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

Deleted: <#>In the event that City fails to make the monthly payments required hereunder and such failure is not cured within thirty (30) days after receiving written notice from County, County, at its option, and without prejudice to any other remedy County may have for City's breach of this Agreement, may terminate this Agreement not earlier than thirty (30) days after delivering written notice of termination to City.¶

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Brenda G. Craig, City Clerk

Jannett Pieper, Kerr County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Robert Henneke, Kerr County Attorney

Budget Approval and Disapproval:

On or before July 30 of each year, County shall provide City a proposed budget for providing animal control services for the County's next fiscal year, of which City will be requested to pay a portion of the County's operational expenses as per the above formula. City shall approve or disapprove the County's proposed animal control services fee for the upcoming fiscal year on or before September 1 of that same year. Payments by City hereunder shall be made only out of current budgeted City revenues.

In the event that the City fails to approve the County's proposed animal control service fee for any given fiscal year prior to the first day of that fiscal year (October 1), then the Parties agree that the fee from the previous fiscal year just completed shall be deemed approved and shall become the animal control service fee for the current fiscal year. This failure to agree before October 1 of any given fiscal year shall constitute notice of the Parties' intent to terminate this Agreement pursuant to paragraph 4, above.

, in the City of Kerrville Municipal Court, but only if the case is:

One over which exclusive jurisdiction does not lie with the County; and

Would have been filed in Municipal Court had City and County not entered this Agreement.

**AGREEMENT BETWEEN KERR COUNTY, TEXAS AND CITY OF KERRVILLE,
TEXAS REGARDING PROVISION OF ANIMAL CONTROL SERVICES**

WHEREAS, Texas Health and Safety Code §826.016 authorizes the governing body of a municipality and the commissioners court of a county to enter into contracts with public entities to carry out the activities required or authorized under Chapter 826 of the Texas Health and Safety Code; and

WHEREAS, in order to preserve taxpayer funded resources through elimination of duplication, the County and the City in the enforcement of the Rabies Control Act and related city and county regulations promulgated pursuant to the authority of the Rabies Control Act and other State laws, the Commissioners Court of Kerr County, Texas (County) and the City Council of the City of Kerrville, Texas (City), find it to be in the public interest that the County be responsible for the enforcement of animal control regulations within the City and County;

NOW, THEREFORE, in consideration of the recitals set forth above and covenants expressed herein, and in accordance with Texas Health and Safety §826.016 and the Interlocal Cooperation act, the City and County execute an Agreement pursuant to Interlocal Cooperation Act (TEXAS GOVERNMENT CODE §791.001) whereby the County agrees to operate an animal control facility for the mutual benefit of City and County, and the City and County hereby agree as follows:

1. Purpose: The intent of this Agreement is to establish the terms and conditions between City and County whereby County agrees to enforce animal control laws and regulations within City's incorporated limits to the extent County does not already possess exclusive jurisdiction for enforcement, including but not limited to, enforcement of:
 - a. The Rabies Control Act, as amended;
 - b. Chapter 822 of the Texas Health and Safety Code, related to dangerous dogs, and other applicable state statutes of animals and animal diseases.

Nothing herein shall obligate the County to enforce City animal control ordinance provisions.

2. Enforcement of Zoning Regulations Excluded: This Agreement does not require or authorize the County to enforce any provision of the zoning regulations for the City of Kerrville, Texas related to the use and development of property within the City's incorporated limits.
3. Initial Term: The initial term of this Agreement shall begin October 1, 2011 and end September 30, 2012, subject to earlier termination as provided herein.
4. Annual Extensions: This Agreement shall be automatically renewed, without action by any party hereto, for successive periods of one year each, commencing on October 1, 2012, and each year thereafter, up to five successive years; unless notice of cancellation

is given by either party in writing to the other party not later than ninety (90) days prior to the commencement of the next renewal term. The scope of services may not be changed during any fiscal year unless mutually agreed to in writing between the parties.

5. Service: County agrees to provide the following services:

- a. Staff: County agrees to provide:
 - i. Emergency call-out related to Rabies Control Act during all times other than weekday business hours;
 - ii. Call response to City and County residents' complaints within a reasonable time period.
- b. Facility: County shall furnish a Facility sufficient to meet State of Texas requirements and provide the services stated herein.
- c. Operation: County shall operate and maintain the Facility in compliance with State statutes, rules and regulations. Such operation shall include:
 - i. The Facility shall be open to the public for the delivery of animals five (5) days per week during normal business hours.
 - ii. The Facility operator shall be on call outside of business hours in order to take emergency cases related to the Rabies Control Act or at law enforcement request, and if necessary open the Facility to the public for such cases.
 - iii. County shall provide routine daily care of animals at the Facility including weekends and holidays.
 - iv. County shall provide adequate segregated quarters at the Facility for the quarantining of animals in bite cases and other emergency cases, as provided by State law and City and County ordinances.
 - v. County shall render euthanasia services pursuant to State law, and such that the Facility will be operated in an uncrowded manner. County will dispose of euthanized animals pursuant to State statutes.
 - vi. County will accept for holding at the Facility stray dogs and cats from the public and from City and County animal control officers.
 - vii. County will manage the reclamation of animals by their owners and the adoption of unclaimed animals by the public.
 - viii. County will not be responsible for collection of dead animals from street rights-of-way within the City.

- d. Facility Fees: Fees charged those persons registering, reclaiming, or adopting an animal shall be determined pursuant and subject to the budget approval process provided by State statute.
6. Cooperation: City agrees to immediately notify Kerr County Animal Control of any animal bite cases. Kerrville Police Department agrees to fully cooperate with Kerr County Animal Control in the enforcement of animal control laws and regulations within City's incorporated limits.
7. Consideration: City agrees for County to retain all revenue generated from the issuance and collecting for animal licenses, fees and court costs from citations issued under this Agreement, and any and all other sums generated by the County through its provision of animal control services.
8. City Animal Control Revenues: During the terms of this Agreement and any extension thereof:
 - a. County shall be responsible for issuing and collecting for animal licenses for those animals whose owners reside within the City limits and shall retain the revenue derived therefrom. Said revenues shall remain with the County.
 - ii. County animal control officers shall file all Class "C" misdemeanors related to violation of animal control regulations, as defined in Section 1 of this Agreement, in the Justice of the Peace court for the precinct where the violation occurred including violations that occur within the City limits of Kerrville. All fee and court cost revenue shall remain with the County.
 - b. County shall maintain confidentiality of certain information in dog and cat registry pursuant to Texas Health and Safety Code Chapter 826.
9. Appointment of Local Rabies Control Authority: During the term of this Agreement, City agrees that the person appointed by the County to serve as the Local Rabies Control Authority shall be the Kerr County Animal Control Director for purposes of the Rabies Control Act.
10. Default:
 - a. In the event of default by County in the performance of its obligations hereunder, and County fails to cure such default within thirty (30) days after receipt of written notice from City, City, at its option, and without prejudice to any other remedy City may have for County's breach of this Agreement, may terminate this Agreement not earlier than thirty (30) days after delivering written notice of termination to County.

11. Independent Operations: In the performance of its obligations hereunder, County has the exclusive right to supervise, manage, control, and direct its employees in the performance of the services hereunder. City shall look to County for results only and shall not have the right to direct the County or any of its officers or employees in the performance of such services or as to the manner, means, or methods in which the services are performed except as herein expressly provided
12. No Assignment: This Agreement shall be binding upon parties hereto: provided, however, that neither the City nor the County shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
13. Applicable Law: This Agreement has been made in and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Kerr County, Texas.
14. Notice: Notice to City provided herein shall be sufficient if sent by first class mail, postage prepaid to:

City Manager's Office
City of Kerrville
800 Junction Highway
Kerrville, TX 78028

and notices to County, if sent by first class mail, postage prepaid addressed to:

County Judge
Kerr County Courthouse
700 Main Street
Kerrville, TX 78028

Or to such other addresses as the parties may designate to each other in writing.

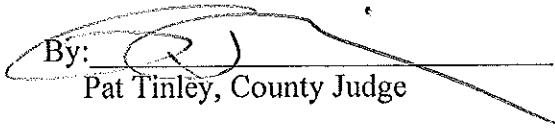
15. This Agreement is subject to the Texas ^{Public Information} Act.

SIGNED AND AGREED on the dates indicated by the parties below.

CITY OF KERRVILLE, TEXAS

COUNTY OF KERR, TEXAS

By: _____
David Wampler, Mayor

By:  _____
Pat Tinley, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Jannett Pieper, Kerr County Clerk

APPROVED AS TO FORM:



Robert Henneke, Kerr County Attorney

**AGREEMENT BETWEEN KERR COUNTY, TEXAS AND CITY OF KERRVILLE,
TEXAS REGARDING PROVISION OF ENVIRONMENTAL HEALTH SERVICES**

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to enter into interlocal contracts to perform public health and welfare services; and

WHEREAS, in order to preserve taxpayer funded resources through elimination of duplication, the Commissioners Court of Kerr County, Texas (County) and the City Council of the City of Kerrville, Texas (City) in the performance of public health and welfare environmental health services find it to be in the public interest that the County be responsible for the enforcement of environmental health state laws and regulations within the City and County;

NOW, THEREFORE, in consideration of the recitals set forth above and covenants expressed herein, and in accordance with the Interlocal Cooperation Act, Tex. Gov't Code §791.001, *et. seq.*, the City and County execute an Agreement whereby the County agrees to operate an environmental health department for the mutual benefit of City and County, and the City and County hereby agree as follows:

1. Purpose: The intent of this Agreement is to establish the terms and conditions between City and County whereby County agrees to enforce environmental health laws and regulations within City's incorporated limits, to the extent County does not already possess exclusive jurisdiction for enforcement, including but not limited to, duties and responsibilities to:
 - a. Ensure that all On-Site Sewage Facilities (OSSF) systems are installed in accordance with the Texas Commission on Environmental Quality (TCEQ) rules and regulations;
 - b. Enforce all state laws in the illegal installation of OSSF systems, including Title 30, Texas Administrative Code §285, Chapter 366 of the Texas Health & Safety Code, and Chapter 7 of the Texas Water Code;
 - c. Ensure all OSSF complaints are investigated and brought into compliance in accordance with Title 30, Texas Administrative Code §285, Texas Health & Safety Code Chapter 366, and Texas Water Code Chapter 7; and
 - d. Enforce solid waste public nuisance, illegal dumping, and illegal burning laws, including Chapters 341, 365, 366 of the Texas Health & Safety Code, Chapter 7 of the Texas Water Code, and the Outdoor Burning Rule, Title 30, Texas Administrative Code §§111.201-221.

Nothing herein shall obligate the County to enforce City municipal environmental health ordinance provisions. County shall have exclusive authority to enforce the duties and responsibilities set forth above.

2. Enforcement of Zoning Regulations Excluded: This Agreement does not require or authorize the County to enforce any provision of the zoning regulations for the City of Kerrville, Texas related to the use and development of property within the City's incorporated limits.
3. Initial Term: The initial term of this Agreement shall begin October 1, 2011 and end September 30, 2012, subject to earlier termination as provided herein.
4. Annual Extensions: This Agreement shall be automatically renewed, without action by any party hereto, for successive periods of one year each, commencing on October 1, 2012, and each year thereafter, up to five successive years; unless notice of cancellation is given by either party in writing to the other party not later than ninety (90) days prior to the commencement of the next renewal term. The scope of services may not be changed during any fiscal year unless mutually agreed to in writing between the parties.
5. Service: County agrees to provide the following services:
 - a. Staff: County agrees to provide:
 - i. Emergency call-out related to environmental health issue enforcement during all times other than weekday business hours;
 - ii. Call response to City and County residents' complaints within a reasonable time period.
6. Consideration: City agrees for County to retain all revenue generated from the issuance and collecting for OSSF licenses, fees and court costs from citations issued under this Agreement, and any and all other sums generated by the County through its provision of environmental health services.
7. City Environmental Health Revenues: During the terms of this Agreement and any extension thereof:
 - a. County shall be responsible for issuing and collecting for OSSF licenses for those properties within the City limits and shall retain the revenue derived therefrom. Said revenues shall remain with the County.
 - ii. County environmental health officers shall file all Class "C" misdemeanors related to violations, as defined in Section 1 of this Agreement, that occur within the City limits of Kerrville, in the Justice of the Peace court for the precinct where the violation occurred or the proper venue pursuant to state law. All fee and court cost revenue shall remain with the County.
8. Default:

- a. In the event of default by County in the performance of its obligations hereunder, and County fails to cure such default within thirty (30) days after receipt of written notice from City, City, at its option, and without prejudice to any other remedy City may have for County's breach of this Agreement, may terminate this Agreement not earlier than thirty (30) days after delivering written notice of termination to County.
9. Independent Operations: In the performance of its obligations hereunder, County has the exclusive right to supervise, manage, control, and direct its employees in the performance of the services hereunder. City shall look to County for results only and shall not have the right to direct the County or any of its officers or employees in the performance of such services or as to the manner, means, or methods in which the services are performed except as herein expressly provided
10. No Assignment: This Agreement shall be binding upon parties hereto: provided, however, that neither the City nor the County shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
11. Applicable Law: This Agreement has been made in and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Kerr County, Texas.
12. Notice: Notice to City provided herein shall be sufficient if sent by first class mail, postage prepaid to:

City Manager's Office
City of Kerrville
800 Junction Highway
Kerrville, TX 78028

and notices to County, if sent by first class mail, postage prepaid addressed to:

County Judge
Kerr County Courthouse
700 Main Street
Kerrville, TX 78028

Or to such other addresses as the parties may designate to each other in writing.

13. This Agreement is subject to the Texas Public Information Act.

SIGNED AND AGREED on the dates indicated by the parties below.

CITY OF KERRVILLE, TEXAS

By: _____
David Wampler, Mayor

COUNTY OF KERR, TEXAS

By: _____
Pat Tinley, County Judge

Date: _____

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Date: _____

ATTEST:

Jannett Pieper, Kerr County Clerk

APPROVED AS TO FORM:



Robert Henneke, Kerr County Attorney

Agenda Item:

(Staff)

7E. Update and direction to staff regarding the river trail project.

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

SUBJECT: Receive an update and provide direction to city staff regarding the Kerrville river trail project.

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 17, 2011

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

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Mr. Pete Moore will be present to provide an update to the City Council regarding the current status of the river trail project. In addition, staff is requesting direction on a strategy to move the project toward implementation.

To date, Mr. Moore has created a concept piece for the river trail that includes a routing plan, a fitness program, a nature program, and a conservation/education program. The river trail routing plan has been created by Mr. Moore in conjunction with his consulting engineer and the programming components have been created in conjunction with Schreiner University, Family Sports Center, and the Riverside Nature Center.

Mr. Moore has also been in contact with Mr. Joe Herring, Jr. to develop a historical component for the trail.

In addition, a 501 c(3) organization has been created to support the river trail project. The mission of the organization is to raise funds for the construction and maintenance of the trail in addition to serving as a land bank that can accept and manage lands donated for the purpose of the river trail.

Staff has met with Mr. Moore to establish a timeline for moving this project forward. The next steps include schematic design, project pricing, community input, final

design, and execution. A tentative timeline is included below and is under review by Mr. Moore's potential design team:

1. City Council Direction – March 2011
2. Pricing – 30 Days (April to May, 2011)
3. Final Design – 60 Days (June to July, 2011)
4. Execution (TBD):
 - a. Right-of-Way Acquisition
 - b. Preparation of Bid Documents
 - c. Bidding and Construction
 - d. Final Acceptance

A timeline for execution may be established once the means and methods of construction have been identified. Options for construction include this as a City construction effort or as a public/private effort. Additional consideration for construction will be the ability to acquire final easements and to secure adequate funding.

The schematic design phase would also include a phasing plan with phase 1 planning to extend from Louise Hays Park to Knapp Park. A key issue in constructing this entire phase will be the ability to secure easements or rights-of-way. Construction phasing will include a means to break the initial phasing into smaller segments that could focus on a trail from Guadalupe Park west to Knapp Park and from the River Nature Center to Tranquility Island and into Louise Hays Park.

In order to facilitate this project, Mr. Moore has offered his willingness to front the costs for design with reimbursement from the City.

RECOMMENDED ACTION

Provide direction to city staff regarding the scope, schedule, and means of procurement for this project.

Agenda Item:

(Staff)

- 7F. Update regarding Lower Colorado River Authority Transmission Services Corporation's (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354).

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

SUBJECT: Update regarding Lower Colorado River Authority Transmission Services Corporation application for the proposed McCamey D to Kendall to Gillespie CREZ project.

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 17, 2011

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

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City Staff will provide on update regarding the CREZ Project.

RECOMMENDED ACTION

Discussion and possible action as may be necessary.

Agenda Item:

(Staff)

- 8A. Kerrville's Fourth on the River committee report

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

SUBJECT: 2011 Kerrville's 4th on the River Plan Update

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 3, 2011

SUBMITTED BY: Mindy N. Wendele **CLEARANCES:** Todd Parton
Director of Business Programs City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Kerrville's 4th on the River committee has been meeting since September 2010 to discuss the 2011 4th of July event concerning partnerships, activities, scheduling and logistics. Staff has briefed Council throughout the months including presenting a draft budget, an activity location map and a volunteer commitment list. The council also received an update on the entertainment cultivation efforts currently underway by the committee.

Committee members will brief City Council on committee activities since the January update. They also will formally announce the entertainment lineup for the day.

RECOMMENDED ACTION

For information and discussion.

Agenda Item: **(Staff)**

8B. Economic update.

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: March 22, 2011 **DATE SUBMITTED:** March 11, 2011

SUBMITTED BY: Mike Erwin 
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Economic Update
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

The City of Kerrville staff will present and update Council on a biweekly basis as to the status of the City's budget and current economic trends affecting the City.

RECOMMENDED ACTION

No action required information purposes only.

CITY OF KERRVILLE
ECONOMIC UPDATE AS OF MARCH 16, 2011

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	8.90%	9.00%	9.70%	↓	February
Consumer Confidence	70.4	64.8	46.4	↑	February
1 year T-Bills	0.22%	0.29%	0.40%	↓	3/16/11

State					
Monthly Unemployment	8.50%	8.00%	8.60%	↑	January
Monthly Sales Tax	\$1,749.5m	\$1,828.1m	\$1,595.2m	↑	February

Local					
Monthly Unemployment (Kerr Co.)	6.70%	6.00%	6.70%	↑	January
Median Listing Price	\$199,000	\$199,000	\$210,000	↓	3/2/11
Monthly Sales Tax	\$338,158	\$482,684	\$326,272	↑	March
Monthly EIC Tax	\$169,079	\$241,320	\$163,136	↑	March
Monthly HOT	\$40,575	\$41,856	\$44,742	↓	February

	FY11 Budget	FY11 as of 02/28/2011	FY11 % Received	FY10 as of 02/28/2010	FY10 % Received
General Fund					
Tax Revenue	\$14,647,100	\$10,314,133	70.42%	\$10,040,680	66.69%
Property Tax	\$8,240,000	\$7,651,953	92.86%	\$7,585,702	89.57%
Sales Tax	\$4,500,000	\$1,995,141	44.34%	\$1,894,154	40.96%
Permits & Fees	\$402,450	\$146,554	36.42%	\$139,220	37.55%
Intergovernmental	\$707,013	\$313,040	44.28%	\$264,105	37.99%
Service Revenues	\$2,578,260	\$918,324	35.62%	\$1,183,662	35.75%
Grant Revenue	\$10,000	\$17,515	175.15%	\$10,525	105.25%
Fines & Forfeitures	\$477,710	\$248,187	51.95%	\$202,377	40.11%
Interest & Misc.	\$235,372	\$176,021	74.78%	\$254,983	55.41%
Transfers In	\$1,000,000	\$416,667	41.67%	\$659,959	52.34%
Total General Fund	\$20,057,905	\$12,550,442	62.57%	\$12,755,510	58.87%
Total General Fund Expenditures	\$20,057,905	\$8,044,943	40.11%	\$9,014,976	40.15%

Water/Sewer Fund					
Water Sales	\$4,400,000	\$1,922,163	43.69%	\$1,595,264	6.29%
Sewer Sales	\$3,760,000	\$1,451,382	38.60%	\$1,538,776	7.17%
Other Revenue	\$782,124	\$352,611	45.08%	\$342,390	51.14%
Total Water & Sewer Fund	\$8,942,124	\$3,726,156	41.67%	\$3,476,431	36.10%
Total W&S Fund Expenditures	\$9,242,124	\$3,762,467	40.71%	\$3,500,047	36.94%