

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, FEBRUARY 11, 2020, 6:00 P.M.

KERRVILLE CITY HALL, COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

Kerrville will be a vibrant, welcoming and inclusive community that:

- *Respects and protects the natural environment that surrounds it;*
- *Seeks to attract economic growth and development;*
- *Provides opportunities for prosperity, personal enrichment and intellectual growth for people of all ages; and*
- *Does so while preserving the small-town charm, heritage, arts and culture of the community.*



Kerrville2050



KERRVILLE CITY COUNCIL MEETING AGENDA
FEBRUARY 11, 2020, 6:00 PM
701 MAIN STREET, KERRVILLE, TEXAS
CITY HALL, COUNCIL CHAMBERS



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.

Citizens may speak to the City Council on posted agenda items. Prior to speaking, each speaker must fill out the speaker request form and submit it to the City Secretary. The speaker request form must be submitted before the item is called or read into record. Each speaker is limited to four minutes.

CALL TO ORDER:

INVOCATION AND PLEDGE OF ALLEGIANCE:

Led by Councilmember Delayne Sigerman

1 ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

2 VISITORS/CITIZENS FORUM:

Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. The speaker request form must be submitted to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.

3 CONSENT AGENDA:

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

3.A. Texas Main Street Locally Designated Program 2020 Contract.

Attachments:

20200128_Contract_Texas MS Locally Designated Program 2020 Contract.pdf

3.B. Minutes for the City Council workshop on January 28, 2020.

Attachments:

20200211_Minutes_Council Workshop 4pm 1-28-20.pdf

3.C. Minutes for the City Council regular meeting on January 28, 2020

Attachments:

20200211_Minutes_Council regular meeting 6pm 1-28-20.pdf

END OF CONSENT AGENDA

4 CONSIDERATION AND POSSIBLE ACTION:

4.A. Bill of Sale authorizing donation of Fire Department Pumper Truck with the Center Point Volunteer Fire Department.

Attachments:

[20200114_Transfer of vehicle title disclaimer_release of liability_CPVFD_121719.pdf](#)

5 PUBLIC HEARING AND ORDINANCES, FIRST READING:

5.A. Ordinance No. 2020-05. An Ordinance annexing an approximate 33.618 acre tract of land located adjacent to and northwest of the intersection of State Highway 16 North and Benson Drive with the address of 2700 Fredericksburg Road into the City of Kerrville, Kerr County, Texas, and extending the boundary limits of the city so as to include such property within the city limits; adopting a mutual services agreement for the annexed property; and adopting zoning for the annexed property.

Attachments:

[20200211_Ordinance_2020-05 Annexing USDA property.pdf](#)

[20200211_CCpresentation-USDA.pdf](#)

6 ORDINANCES, FIRST READING:

6.A. Ordinance No. 2020-06. An Ordinance amending Chapter 102 "Traffic and Vehicles", Section 102-119 by adding Paschal Avenue as a City Street where through truck traffic is prohibited; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject.

Attachments:

[20200211_Ordinance_2020-06 Truck Traffic prohibited Paschal Avenue.pdf](#)

[20200214_Paschal_Aerial.pdf](#)

7 ITEMS FOR FUTURE AGENDAS:

City Council may suggest items or topics for future agendas.

8 EXECUTIVE SESSION:

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

9 ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY:

ADJOURNMENT



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

SUBJECT: Texas Main Street Locally Designated Program 2020 Contract.

AGENDA DATE OF: February 11, 2020 **DATE SUBMITTED:** Jan 22, 2020

SUBMITTED BY: Sherry Mosier

EXHIBITS: [20200128_Contract_Texas MS Locally Designated Program 2020 Contract.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
535.00	535.00	535.00	N/A

PAYMENT TO BE MADE TO: Texas Historical Commission

Kerrville 2050 Item?	Yes
Key Priority Area	D - Downtown Revitalization
Guiding Principle	D6. Promote preservation and reinvestment in single-family and historic components in the areas around and near Downtown
Action Item	N/A

SUMMARY STATEMENT:

This is the standard State contract required annually to maintain designation as a Texas Main Street City. The renewal contracts are routinely sent out by the State each year during the January/February timeframe. The approval of the 2019 contract took place in August due to the fact that the City of Kerrville was re-entering the Texas Main Street Program following a one (1) year leave of absence and it took sometime to work through the process of which we received guidance and training from the State's Texas Main Street staff early on that year.

The purpose of the Local Program is to assist Participants with the development, revitalization, restoration, and preservation of their historic downtown or commercial neighborhood districts in accordance with the national Main Street Approach. Currently there are 90 designated Main Street communities of all sizes throughout Texas. These communities pay a nominal annual fee to participate and receive a continual range of services from the Texas Main Street Program and additional benefits such as professional

design services to help downtown property owners undertake effective rehabilitation, restoration and adaptive re-use projects; training for Main Street Managers, boards and other Main Street Participants; technical assistance for strategic planning and economic development; etc.

RECOMMENDED ACTION:

Approval of 2020 Contract for Services between the Texas Historical Commission and the City of Kerrville as required annually for the Texas Main Street Locally Designated Program.

TEXAS HISTORICAL COMMISSION**Texas Main Street Locally Designated Program
2020 Contract****I. PARTIES TO THE CONTRACT**

This contract and agreement concerning Kerrville Main Street Program (“Agreement”) is entered into between the City of Kerrville (hereinafter referred to as “Participant”) and the Texas Historical Commission (hereinafter referred to as “THC”). Kerrville Main Street Program (hereinafter referred to as “Local Program”) is part of a larger program within the Texas Main Street Program (hereinafter referred to as “TMSP”), as defined in 13 TAC sec. 19.3(1), wherein the Participant qualifies as a Texas Main Street Small City, as defined in 13 TAC sec. 19.3. The purpose of the Local Program is to assist Participant with the development, revitalization, restoration, and preservation of its historic downtown or commercial neighborhood districts in accordance with the national Main Street Approach. This Agreement shall be governed by Texas Government Code, Section 442.014, and Texas Administrative Code, Title 13, Part 2, Chapter 19.

II. NATIONAL MAIN STREET CENTER BRAND AND NETWORK

This Agreement constitutes a designation of Participant as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)) and allows the use of the National Main Street Center, Inc. brand, including MAIN STREET AMERICA™ controlled by National Main Street Center, Inc. 53 West Jackson Blvd., Suite 350 Chicago IL 60604. If Participant’s participation in the TMSP ceases, Participant may no longer use the term ‘Main Street’ to describe its local development, restoration, and preservation program; nor utilize or display the trademarks or branding of the National Main Street Center, Inc. The designation as a Texas Main Street City allows for full participation in the TMSP network, which includes eligibility to receive Texas Main Street publications and participate in Texas Main Street networking opportunities. Designated Texas Main Street Cities, such as Participant, shall execute and submit to the TMSP office the National Main Street Center’s Trademark Sublicense Agreement (“TM Sublicense Agreement”), which grants the right to use the registered trademark, logos and brand of National Main Street Center’s membership program - MAIN STREET AMERICA™. Participant hereby agrees to, and shall comply with, all terms and conditions of the TM Sublicense Agreement, which is attached hereto as Exhibit A, and incorporated herein by reference. Additionally, Participant acknowledges and agrees that in the event National Main Street Center develops and/or releases an updated TM Sublicense Agreement (“Updated TM Sublicense Agreement”) during the Term of this Agreement, Participant shall be required to execute, and comply with, the Updated TM Sublicense Agreement or otherwise be subjected to termination pursuant to the terms of VII. (B) below. In the event National Main Street Center develops and/or releases an Updated TM Sublicense Agreement, THC will provide Participant with sixty (60) days’ notice for Participant to consider, prepare and execute an updated Sublicense Agreement. Furthermore, the parties acknowledge and agree that the execution of such Updated TM Sublicense Agreement shall not require amendment of this Agreement and shall become part of this Agreement upon its execution. In the event of conflict between multiple TM Sublicense Agreements, the most recently executed version shall control.

III. RESPONSIBILITIES OF THE PARTICIPANT AND LOCAL PROGRAM

A. Staffing.

In operation of the Local Program, Participant shall employ a full-time paid program manager who will attend at least two professional development segments annually as outlined in subsection B below. If necessary, a Texas Main Street Small City may, after the first three years of participating in the TMSP, permit the program manager position to also perform specific economic development, tourism, and other relevant duties while remaining as a full-time paid program manager. For the purposes of this Agreement, full-time employment means that the program manager works at least forty (40) hours per week dedicated toward the Local Program and downtown revitalization. Employees of the Participant shall be subject to the sole control and direction of the Participant. Participant shall move forward in an efficient manner to fill a program manager vacancy and the THC's State Coordinator shall be kept apprised of progress in filling vacancies. A Texas Main Street Urban City (as defined by 13 TAC 19.3(4)) shall additionally employ a full-time assistant program manager who shall also participate in the professional development under subsection B below.

B. Professional development.

The program manager will attend two professional development opportunities in their entirety per year from the list below:

1. Real Places Conference of the Texas Historical Commission.
2. TMSP Basic Training. Required orientation for new program managers.
3. TMSP Summer Professional Development for all program managers.
4. Texas Downtown Association/Texas Main Street Annual Conference.
5. National Main Street Now Conference.
6. PastForward Conference of the National Trust for Historic Preservation.
7. Texas Downtown Association Roundtables
8. Workshops, certification programs, and webinars of the THC or MAIN STREET AMERICA™.

Experienced program managers, as determined by THC, may substitute non-Main Street specific, relevant professional development for one of the above events with prior approval of THC. New managers shall attend the TMSP Basic Training, listed second on the list above, within their first year of employment. If there is an assistant Main Street employee in addition to the program manager/s referenced above, that person should also attend at least one segment of Main Street professional development annually.

If a replacement program manager is hired who has not previously attended TMSP Basic Training or does not have a background in Main Street, as determined by THC, the manager is required to attend one series of Basic Training/Professional Development. A \$500 stipend shall be charged to Participant for the training series required under these circumstances.

To help ensure an effectively-functioning local program, local program boards/volunteers are encouraged to attend TMSP educational opportunities or to contact TMSP for on-site training. No stipend is charged for their participation.

C. Commitment.

Participant agrees to carry out their Local Program work according to the Main Street Approach as promulgated by the National Main Street Center and displayed at <https://www.mainstreet.org/mainstreetamerica/theapproach>. Participant agrees to incorporate into their Local Program work, the following Main Street Community Accreditation Standards:

1. Broad-based Community Commitment
2. Leadership & Organizational Capacity
3. Diverse and Sustainable Funding
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Result

D. Reporting.

To measure progress, Participant shall track statistics such as reinvestment and job/business creation along with a quarterly activity report and submit them to the TMSP office by the 10th of the month following the end of each calendar quarter. Even if there has not been reinvestment activity in a quarter, Participant shall still submit a report noting such. Additionally, Participant shall submit an annual accreditation report that includes an evaluation of the Local Program implementation of the Main Street Community Accreditation Standards outlined in Section III. C above for the previous calendar year.

E. Probation.

Participant agrees that their Local Program may be placed on probation, which may result in the suspension of TMSP services or possible removal from the TMSP, for any of the following reasons:

1. Failure to submit an annual accreditation report pursuant to Section III. D above;
2. Failure to achieve accreditation objectives more than two (2) consecutive years;
3. Failure to submit activity reports for more than two (2) consecutive quarters;
4. Failure to submit reinvestment reports for more than two (2) consecutive quarters;
5. Failure to adequately staff or fund the program
6. Failure to abide by this Agreement.

THC shall notify Participant in writing prior to implementing probation in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19. In the case of probation, Participant will work with the THC's State Coordinator or delegate to overcome any deficiencies. THC may terminate the Local Program's participation in the TMSP if Participant fails to remediate identified deficiencies within a reasonable time. No fees will be refunded in cases of probation and any outstanding fees under this Agreement will remain due. During probationary status, the stipulations called for in sections III and IV of this Agreement may be temporarily altered or suspended upon THC's discretion.

F. National Main Street America™ membership.

Participant shall budget for and maintain membership in the National Main Street Center.

IV. SERVICES TO BE PERFORMED BY TMSP

A. On-site visits and technical expertise.

TMSP services are available to designated Texas Main Street Cities in good standing, including those provided through site visits to address design/planning, economic development and organizational/program capacity issues. Services may include, but are not limited to: downtown economic development assistance, façade renderings/technical reports, planning, preservation and historic building expertise by licensed architects and other design professionals; business development and funding advice, program manager and board training, program capacity-building, and strategic planning.

B. Securing a Main Street Manager.

Should a replacement program manager be needed, the TMSP office can assist with elements of the hiring process, including creating job descriptions, job posting and interviewing. Upon Participant's request, the TMSP office will assist in the hiring process; however, the responsibility for selection, salary, employment and employee-related legal matters will remain with Participant. Participant is responsible for, and shall hold THC and TMSP harmless from, all acts and omissions of its managers and all of its employees, agents, representatives, contractors and/or subcontractors.

V. GENERAL TERMS AND RESPONSIBILITIES.

A. Confidentiality and Public Information Act.

Notwithstanding any provisions of this Agreement to the contrary, Participant and THC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. THC and Participant agree to notify each other in writing within a reasonable time from receipt of a request for information related to Participant's work under this Agreement. Participant and THC will cooperate in the production of documents responsive to the request. Participant will notify THC within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Subject to the Texas Public Information Act, Participant agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information.

B. Dispute Resolution.

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by THC and Participant to resolve any dispute arising under the Agreement.

If Participant's claim for breach of Agreement cannot be resolved in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Participant shall submit written notice, as required by Chapter 2260, to

the individual identified in the Agreement for receipt of notices. Compliance by Participant with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is Participant's sole and exclusive process for seeking a remedy for an alleged breach of Agreement by THC if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Agreement by Participant and THC nor any other conduct of any representative of the Participant or THC relating to the Agreement shall be considered a waiver of sovereign immunity to suit by THC or any governmental immunity to which Participant is otherwise entitled under Texas law.

C. Indemnification.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PARTICIPANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND THE TM SUBLICENSE AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THC AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF PARTICIPANT PURSUANT TO THIS AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PARTICIPANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

D. Independent Contractor.

Participant or Participant's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing goods or services. Participant or Participant's employees, representatives, agents and any subcontractors shall not be employees of THC. Should Participant subcontract any of the services required in this Agreement, Participant expressly understands and acknowledges that in entering into such subcontract(s), THC is in no manner liable to any subcontractor(s) of Participant. In no event shall this provision relieve Participant of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement and the TM Sublicense Agreement or Updated TM Sublicense Agreement.

E. Ownership of Intellectual Property.

For the purposes of this Agreement, the term "Work Product" is defined as all reports, analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, knowledge, know-how, ideas, improvements, plans, advice, research, materials, intellectual property or other property developed, produced, or generated in part or in full by THC and/or in cooperation with Participant, in connection with this Agreement. Work Product specifically excludes pre-existing material owned by Participant, or material developed during the Term of this Agreement independently and exclusively by Participant without any THC involvement or contribution, and that does not include or incorporate any Work Product or Work Product components ("Independent Participant Material"). All Work Product generated pursuant to this Agreement is made the exclusive property of THC. All right, title and interest in and to said Work Product shall vest in THC upon creation and shall be deemed to be, and is expressly intended by the parties to be, a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such Work Product may not, by operation of law, vest in THC, or such Work Product may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to THC. THC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the Work Product subject matter, and any extensions and renewals thereof.

Furthermore, if and to the extent THC provides Participant any Work Product and/or other property owned by THC ("THC Property") to assist Participant to further the Local Program and the purpose of this Agreement, THC hereby grants Participant, commencing upon the date that Participant is designated as a Texas Main Street City, a nonexclusive, revocable, worldwide, fully paid, royalty-free, license, for the Term of this Agreement while Participant remains designated as a Texas Main Street City, to reproduce, modify, distribute, publicly perform, publicly display and use the THC Property only to the extent such use is in furtherance of the Local Program. To the extent Participant provides any Independent Participant Material to THC in connection with this Agreement, Participant hereby grants THC, and THC accepts, a nonexclusive, perpetual, irrevocable, worldwide, fully paid, royalty-free license to use, reproduce, copy, modify, distribute, publicly perform, publicly display, store, post on the Internet and creative derivative works of such Independent

Participant Material, and to sublicense and transfer such Independent Participant Material to third parties to use in accordance with these license terms for THC purposes.

F. State Auditor.

In addition to and without limitation on the other audit provisions of this Agreement, and to the extent applicable, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Participant or any other entity or person receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Participant or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Participant or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Participant further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Participant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Participant and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Participant related to this Agreement.

G. Assignment.

Participant may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it, without the prior written consent of THC. Any attempted assignment in violation of this provision is void and without effect.

VI. CONTRACT AMOUNT

In accordance with Texas Government Code, sec.442.014(d) and 13 TAC sec.19.5(d), Participant shall pay THC a fee in the amount of **\$1035.00** to defray cost of staff time and expenses for services provided under the Local Program. THC shall invoice for the fee and Participant shall tender payment within 60 days.

VII. TERM and TERMINATION

A. Term.

This Agreement begins upon the latest date the Agreement becomes fully executed by individuals who have the authority to bind the party on whose behalf he or she is signing ("Effective Date") and shall expire on December 31, 2020 unless terminated at an earlier date pursuant to subsection B below.

B. Termination.

1. Either party shall have a right to terminate all performances to be rendered under this Agreement by notifying the other party in writing at least ten (10) days in advance of the termination date.
2. In the event Participant refuses or fails to execute any Updated TM Sublicense Agreement pursuant to the terms of Section II. above within sixty (60) days of receipt thereof, THC shall have the right to immediately terminate this Agreement by written notice to the Participant.
3. Upon termination of this Agreement under subsections 1 and 2 above, Participant will no longer be designated as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)), and will no longer be allowed the use of any Work Product or THC Property, as defined herein, or the registered trademark, logos and brand of National Main Street Center's membership program MAIN STREET AMERICA™. In such event, Participant agrees to return to THC any Work Product and THC Property in its possession.
4. No funds paid under Section VI. Above shall be refunded in any case of termination.

VIII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be in writing and signed by both parties.

IX. APPLICABLE LAW AND VENUE; NO WAIVER; SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

Nothing in this Agreement shall be construed as a waiver of THC's sovereign immunity or any governmental immunity to which Participant is entitled under Texas law. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

X. PROHIBITED FOREIGN BUSINESSES

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Participant hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization).

Notwithstanding the foregoing, a company that the United States government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

XI. FORCE MAJEURE

THC shall not be responsible for performance under this Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of THC.

Participant shall not be liable to THC for non-performance or delay in performance of a requirement under this Agreement if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of Participant, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, Participant will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and Participant continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Participant shall immediately notify the THC's State Coordinator by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

XII. NOTICES.

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL
PERFORMANCE OF THIS AGREEMENT.

Authorized Signature
(City Manager, Mayor, or Board Chair)

Date: _____

Signer title: _____

Signer printed name: _____

Signer address: _____

Signer phone: _____

In Process

Debra Drescher, State Coordinator
Texas Main Street Program
P.O. Box 12276 Austin, TX 78711
512-463-5758 debra.drescher@thc.texas.gov

Date: _____

Mark Wolfe, Executive Director
Texas Historical Commission
P.O. Box 12276 Austin, TX 78711
512-463-6100

Date: _____

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Texas Historical Commission ("Coordinating Program") and _____ ("Sublicensee"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Affiliate level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Affiliate membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Affiliate Level:



As a Main Street America Affiliate™, INSERT PROGRAM NAME HERE is part of a national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development.

- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Affiliate level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the [®] symbol and the [™] symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2020, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Affiliate level with NMSC. The requirements of this membership are currently available at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Affiliate Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

National Main Street Center
Local Program Affiliate Member Sublicensing Agreement

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To CoordinatingProgram:

Name: Texas Historical Commission
Address: PO Box 12276
Austin, TX 78711-2276
Phone: 512-463-5758
Email: debra.drescher@thc.texas.gov

To Sublicensee:

Name: _____
Address: _____

Phone: _____
Email: _____

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

By: _____
Name, Title

Date: _____

Sublicensee

By: _____
Name, Title

Date: _____



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

SUBJECT: Minutes for the City Council workshop on January 28, 2020.

AGENDA DATE OF: February 11, 2020 **DATE SUBMITTED:** Jan 13, 2020

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20200211_Minutes_Council Workshop 4pm 1-28-20.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Minutes from the January 28, 2020 City Council workshop at 4:00 pm.

RECOMMENDED ACTION:

Approve minutes as presented.

CITY COUNCIL MINUTES
WORKSHOP, COUNCIL CHAMBERS

KERRVILLE, TEXAS
JANUARY 28, 2020 4:00 PM

CALL TO ORDER: On January 28, 2020, at 4:00 p.m., the Kerrville City Council Workshop was called to order by Mayor Bill Blackburn in Council Chambers at 701 Main Street.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Gary Cochrane	Councilmember Place 1
Kim Clarkson	Councilmember Place 2
Judy Eychner	Councilmember Place 3
Delayne Sigerman	Councilmember Place 4

COUNCILMEMBER ABSENT: None

CITY STAFF PRESENT:

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Ashlea Boyle	Director of Parks and Recreation
Kyle Burow	Director of Engineering
Kim Meismar	Executive Director of General Operations

VISITORS PRESENT: On file in City Secretary's Office for required retention period.

1. INFORMATION AND DISCUSSION

1.A. Pedestrian and bicycle accommodations for Olympic Drive.

E.A. Hoppe presented information, and responded to questions.

1.B. Quarterly Community Improvement Project report.

E.A. Hoppe highlighted projects, and responded to questions.

Councilmember Delayne Sigerman made a motion the City Council adjourn into closed executive session under 551.074 (personnel/officers), and Councilmember Judy Eychner seconded. The motion passed 5-0.

RECESS: Mayor Blackburn recessed open session of the workshop at 4:32 p.m.

RECONVENE: The workshop was reconvened by Mayor Blackburn in the Administration conference room at 4:45 p.m., and Council adjourned into closed executive session.

2. EXECUTIVE SESSION

4.A. Appointment of Judges (551.074)

The closed executive session recessed, and Council returned to open session at 5:15 p.m.

5. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY

No action was taken in executive session.

ADJOURNMENT

The meeting was adjourned at 5:15 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

Bill Blackburn, Mayor

ATTEST:

Shelley McElhannon, City Secretary



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

SUBJECT: Minutes for the City Council regular meeting on January 28, 2020

AGENDA DATE OF: February 11, 2020 **DATE SUBMITTED:** Jan 13, 2020

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20200211_Minutes_Council regular meeting 6pm 1-28-20.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Minutes from the January 28, 2020 City Council regular meeting at 6:00 pm.

RECOMMENDED ACTION:

Approve minutes as presented.

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JANUARY 28, 2020

On January 28, 2020, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Councilmember Judy Eychner, followed by the Pledge of Allegiance led by the Councilmember Eychner.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Judy Eychner	Mayor Pro Tem
Kim Clarkson	Councilmember
Gary Cohrane	Councilmember
Delayne Sigerman	Councilmember

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Shelley McElhannon	City Secretary
Stuart Barron	Director of Public Works
Kyle Burow	Director of Engineering
Laura Bechtel	Library Director
Stuart Cunyus	Public Information Officer
Amy Dozier	Chief Financial Officer
Guillermo Garcia	Executive Director of Innovation
Kim Meismer	Executive Director of General Operations
Sherry Mosier	Manager of Strategic Initiatives
Drew Paxton	Chief Planning Officer
Dannie Smith	Fire Chief
Curtis Thomason	Assistant Chief of Police

VISITORS PRESENT: On file in City Secretary's Office for required retention period.

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Items of Interest to the Community were presented by Stuart Cunyus, and Councilmember Eychner.

2. VISITORS FORUM:

The following person spoke:

- George Baroody

3. PRESENTATIONS:

3A. Kerrville Police Officer Jaron Ince received the Officer of the Year Award presented by Police Chief David Knight.

5. CONSIDERATION AND POSSIBLE ACTION:

Mayor Blackburn shifted the Consideration and Possible Action agenda item 5C forward.

5C. Development and Incentive Agreement between the City of Kerrville, Texas, and Vintage Heights, LLC.

The Development and Incentive Agreement caption was read into record by Shelley McElhannon.

E.A. Hoppe and Mike Hayes presented information. Attorney Greg Richards represented property owner Chuck Cammack and presented the development plan and details. The President of Community Development Strategies Steve Spillette highlighted the housing study and strategic plan. E.A. Hoppe, Mike Hayes, Greg Richards, and Steve Spillette responded to questions.

The following persons spoke:

- Jim Sandy
- John Harrison
- Glenn Andrew
- Walt Koenig
- Bruce Stracke
- George Baroody
- Susan Deininger
- Bill White (declined)
- Mindy Wendele (declined)
- Mary Ellen Summerlin

Councilmember Gary Cochrane moved to approve the Development and Incentive Agreement between the City of Kerrville, Texas and Vintage Heights LLC, and Councilmember Eychner seconded. The motion passed 5-0.

6. ORDINANCES, SECOND READING:

Mayor Blackburn shifted the Public Hearing and Ordinances, Second Reading agenda item 6A forward.

6A. Ordinance No. 2020-03, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a property generally located east of and adjacent to State Highway 16 South, south of Riverhill Boulevard, and comprising approximately 225.69 acres; from a single-family residential zoning district (R-1) to a medium density residential zoning district (R-2); amending the Comprehensive Plan (Kerrville 2050) to make it consistent with such amendment; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

The Ordinance caption was read into record by Shelley McElhannon. Drew Paxton was available to respond to questions.

The following persons spoke:

- Bruce Stracke
- Peggy McKay
- Micheal Sigerman
- Mary Ellen Summerlin

Councilmember Eychner moved to approve Ordinance No. 2020-03, second reading, Zone Change Vintage Heights, Appeal P&Z Decision, and Councilmember Delayne Sigerman seconded. The motion passed 5-0.

RECESS:

Mayor Blackburn called a recess at 7:51 p.m.

RECONVENE:

Mayor Blackburn reconvened at 7:59 p.m.

4. CONSENT AGENDA:

The Consent items were read into record by Shelley McElhannon. Citizens Clayson Lambert and Jerry Wolff requested to pull item 4C from the Consent Agenda. Councilmember Gary Cochrane moved to approve items 4A, 4B, 4D, 4E, and 4F as presented. Councilmember Kim Clarkshon seconded. The motion passed 5-0.

4A. Purchase of a Kenworth T370 Series Conventional Grapple Truck through Sourcewell in an amount not to exceed \$142,013.44.

4B. Renewal of software subscription licenses with Microsoft through an Enterprise Enrollment Agreement.

4D. Minutes for the City Council workshop held January 14, 2020.

4E. Minutes for the City Council regular meeting held January 14, 2020.

4F. Minutes for the City Council workshop held January 21, 2020.

END OF CONSENT AGENDA

4C. Kerrville Long Range Water Supply Plan.

Councilmember Eychner made statements, and Stuart Barron presented information. Mark McDaniel, Stuart Barron, and E.A. Hoppe provided clarification.

The following persons spoke:

- Clayson Lambert
- Jerry Wolff

Councilmember Cochrane made a motion to approve the Kerrville Long Range Water Plan, and Councilmember Eychner seconded. The motion passed 4-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Reappointment of Municipal Court Judges M. Patrick Maguire and Mark Prislovsky for two year terms to expire December 31, 2021.

Councilmember Eychner moved to approve the reappointment of Municipal Court Judges M. Patrick Maguire and Mark Prislovsky for two year terms to expire December 31, 2021. Councilmember Clarkson seconded, and the motion passed 5-0.

5B. Interlocal Cooperation Agreement between City of Kerrville, Texas, and Headwaters Groundwater Conservation District: Ellenberger Groundwater Well.

Stuart Barron presented information and responded to questions.

Councilmember Eychner moved to authorize the City Manager to finalize and execute the Interlocal Cooperation Agreement between City of Kerrville, Texas, and Headwaters Groundwater Conservation District: Ellenberger Groundwater Well. Councilmember Sigerman seconded, and the motion passed 5-0.

5C. Development and Incentive Agreement between the City of Kerrville, Texas, and Vintage Heights, LLC. Item 5C was pulled forward and presented after Agenda Item 3, (see above).

6. ORDINANCES, SECOND READING:

6A. Ordinance No. 2020-03, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a property generally located east of and adjacent to State Highway 16 South, south of Riverhill Boulevard, and comprising approximately 225.69 acres; from a single-family residential zoning district (R-1) to a medium density residential zoning district (R-2); amending the Comprehensive Plan (Kerrville 2050) to make it consistent with such amendment; providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject. Item 6A was pulled forward and presented after Agenda Item 5C and before Agenda Item 4 (see above).

6B. Ordinance No. 2020-04, second reading. An Ordinance amending Ordinance No. 2018-19 which created Tax Increment Reinvestment Zone Number One, City of Kerrville, Texas, by amending the composition of the Board of Directors for the Zone; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject.

The Ordinance caption was read into record by Shelley McElhannon.

Councilmember Sigerman moved to approve Ordinance No. 2020-04 second reading, and Councilmember Clarkson seconded. The motion passed 5-0.

7. INFORMATION AND DISCUSSION:

7A. Financial update for the month ended December 31, 2019.

Amy Dozier presented information and responded to questions.

The following person spoke:

- George Baroody

8. ITEMS FOR FUTURE AGENDAS:

- Report on Homeless Count (Councilmember Sigerman)
- Loop 173 & Highway 16 CIP (Councilmember Eychner)
- Affordable housing for all (Councilmember Eychner)
- Long Range Water Plan more visible (Councilmember Eychner)

9. EXECUTIVE SESSION:

None

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

None.

ADJOURNMENT

The meeting was adjourned at 8:37 p.m.

APPROVED:

Bill Blackburn, Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED BY COUNCIL: _____



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

SUBJECT: Bill of Sale authorizing donation of Fire Department Pumper Truck with the Center Point Volunteer Fire Department.

AGENDA DATE OF: February 11, 2020 **DATE SUBMITTED:** Dec 19, 2019

SUBMITTED BY: Dannie Smith

EXHIBITS: [20200114_Transfer of vehicle title disclaimer_release of liability_CPVFD_121719.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

On December 7, 2019, the Kerrville Fire Department placed in service a 2019, Sutphen Monarch Pumper. With the acquisition of this unit, we now have a 19-year old 2001 KME Pumper, which meets our vehicle replacement plan criteria for disposal.

Staff recommends the City donate the unit to the Center Point Volunteer Fire Department (CPVFD). If the KME Pumper were sold, we estimate the apparatus may bring between \$5,000 - \$7,000 dollars. The CPVFD has been a great regional partner, and they assist annually at our 4th on the River Celebration, via standby with their 3000 gallon water tanker.

No representation is made regarding the condition of the Vehicle at the time of transfer of title, and the Vehicle will be delivered to the Center Point Volunteer Fire Department, AS IS, WHERE IS, AND WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

RECOMMENDED ACTION:

Approve and adopt the Donation Agreement Authorizing Resolution.

TRANSFER OF VEHICLE TITLE DISCLAIMER AND RELEASE OF LIABILITY

The City of Kerrville, Texas, hereby transfers to the Center Point Volunteer Fire Department, title to the following described vehicle:

Make and Model: 2001 KME Pumper
Vehicle Identification No.: 1K9AF42891N058236
License No.: 135-5311(Texas Exempt)

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

1. No representation is made regarding the condition of the Vehicle at the time of transfer of title and the Vehicle is delivered to the Center Point Volunteer Fire Department **AS IS, WHERE IS, AND WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
2. By acceptance of the Vehicle, the Center Point Volunteer Fire Department agrees, **TO THE EXTENT ALLOWABLE BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS, AND ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CENTER POINT VOLUNTEER FIRE DEPARTMENT OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR ASSIGNS IN THE USE OF THE VEHICLE.**

Signed this _____ day of _____, 2020.

CITY OF KERRVILLE, TEXAS

Mark McDaniel, City Manager

ACCEPTED:

CENTER POINT VOLUNTEER FIRE DEPARTMENT

BY: _____
PRINTED NAME: _____
TITLE: _____



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

SUBJECT: Ordinance No. 2020-05. An Ordinance annexing an approximate 33.618 acre tract of land located adjacent to and northwest of the intersection of State Highway 16 North and Benson Drive with the address of 2700 Fredericksburg Road into the City of Kerrville, Kerr County, Texas, and extending the boundary limits of the city so as to include such property within the city limits; adopting a mutual services agreement for the annexed property; and adopting zoning for the annexed property.

AGENDA DATE OF: February 11, 2020 **DATE SUBMITTED:** Feb 04, 2020

SUBMITTED BY: Drew Paxton

EXHIBITS: [20200211_Ordinance_2020-05 Annexing USDA property.pdf](#)
[20200211_CCpresentation-USDA.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
n/a	n/a	n/a	n/a

PAYMENT TO BE MADE TO: n/a

Kerrville 2050 Item?	Yes
Key Priority Area	L - Land Use
Guiding Principle	N/A
Action Item	

SUMMARY STATEMENT:

The property and surrounding area are within the Strategic Catalyst Area #6. The area description notes that expansive residential and industrial uses are present in the northwestern area. Although this property is largely considered a public and institutional use, it is one of these industrial uses as noted.

As an existing public and institutional, agricultural related industrial type use, it is not in conflict with the Future Land Use Plan of the Kerrville 2050 Plan.

Adjacent Zoning and Land Uses
Subject Property

Current Zoning: N/A

Existing Land Uses: USDA Research Facility

Direction: North

Current Zoning: N/A outside the city limits

Existing Land Uses: vacant land

Direction: South

Current Zoning: C-3

Existing Land Uses: automobile dealership

Direction: East

Current Zoning: C-3 and PDD

Existing Land Uses: convenience store with fuel sales and vacant land

Direction: West

Current Zoning: N/A outside the city limits

Existing Land Uses: residential

Thoroughfare Plan: As an existing facility is on an existing state highway, there should be no impact on the thoroughfare system.

Traffic Impact: As an existing facility on an existing state highway, there should be no impact on traffic.

Parking: To be determined with any future development of the site.

There is some variation in the acreage of USDA's ownership versus the acreage in the ordinance. The original USDA metes and bounds did not indicate the easement that was deeded to the State of Texas at a later date. This easement was annexed in 1997 by ordinance 97-04. The final acreage to be annexed is 33.56 acres.

Recommendation: The Planning and Zoning Commission and staff recommends approval of the Planned Development District and the annexation of the property.

RECOMMENDED ACTION:

Approve Ordinance No. 2020-05.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2020-05**

AN ORDINANCE ANNEXING AN APPROXIMATE 33.56 ACRE TRACT OF LAND LOCATED ADJACENT TO AND NORTHWEST OF THE INTERSECTION OF STATE HIGHWAY 16 NORTH AND BENSON DRIVE WITH THE ADDRESS OF 2700 FREDERICKSBURG ROAD INTO THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE SUCH PROPERTY WITHIN THE CITY LIMITS; APPROVING A SERVICES AGREEMENT FOR THE ANNEXED PROPERTY; AND ADOPTING ZONING FOR THE ANNEXED PROPERTY

WHEREAS, the owner of the area proposed for annexation requested annexation of the area by the City of Kerrville, Texas ("City"), pursuant to Local Government Code Section 43.0671; and

WHEREAS, the owner's petition for annexation includes a reference to and a description of a tract consisting of approximately 34.89 acres; however, the City, pursuant to Ordinance 97-04, has previously annexed a portion of the tract consisting of approximately 1.33 acres, which is currently used by the state as part of its interstate (IH10) highway system; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City; and

WHEREAS, in conjunction with the approval of this Ordinance, City Council also approves a Services Agreement for the subject property; and

WHEREAS, Section 60-37 of the City's Zoning Code creates procedures for initial zoning of newly annexed areas; and

WHEREAS, the City has complied with all prerequisites of state law and the City Charter as to the annexation and the application of zoning to the area;

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

SECTION ONE. City Council finds and declares the facts and recitations contained in the preamble of this Ordinance true and correct.

SECTION TWO. City Council annexes into the City limits for all legal purposes all of a certain tract or parcel of land containing 33.618 acres, more or less, out of B.S. & F. Survey No. 1, Abstract No. 77 in Kerr County, Texas; that same land conveyed as 35 acres from the Kerr County Industrial Foundation to the United States of America by a Warranty Deed executed the 20th day of March, 1962 and recorded in Volume 112 at Page 78 of the Deed Records of Kerr County, Texas; and being more particularly described and depicted in **Exhibit A** (the “Property”). For purposes of this annexation, excluded from the Property is an approximate 1.33 acre portion, which was part of two easement deeds previously conveyed to and currently used by the state. City Council previously annexed said portion into the City pursuant to Ordinance No. 97-04.

SECTION THREE. City Council authorizes and directs the City Manager, or designee, to amend the City’s official boundary map in accordance with the annexation taken in Section Two.

SECTION FOUR. The petition for annexation concerning the Property is attached as **Exhibit B** and incorporated herein by reference, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property.

SECTION FIVE. Pursuant to Section 43.0672 of the Texas Local Government Code, the City has negotiated and hereby enters into a Services Agreement (the “Agreement”) with the owner of land for the provision of services in the area. The Agreement is attached to this Ordinance as **Exhibit C** and by this reference is incorporated into it. Upon annexation of the Property, the City shall provide the Property with the municipal services set forth in the Agreement pursuant to the schedule set forth therein, such services making up the City’s full municipal services. The City shall have no obligation to provide services to the Property not listed in the Agreement.

SECTION SIX. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City’s Zoning Code, the property described in Section One, above, will be zoned as a Planned Development District (“PD”), which will allow the Property to be used in ways consistent with those land uses specified and limited to those in the table attached as **Exhibit D**. Said uses are defined within the City’s Zoning Code.

SECTION SEVEN. The provisions of this Ordinance are to be cumulative of all 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.

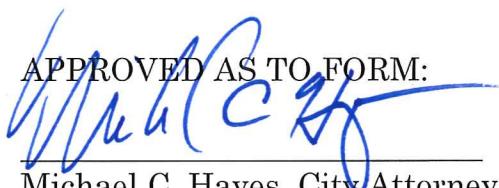
SECTION EIGHT. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, hereby declares that 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. In accordance with the Texas Local Government Code and other applicable laws, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk, Kerr Central Appraisal District, and the Texas Comptroller.

PASSED AND APPROVED ON FIRST READING, this the _____
day of _____ A.D., 2020.

PASSED AND APPROVED ON SECOND READING, this the _____
day of _____ A.D., 2020.

Bill Blackburn, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 34.89* ACRES OF
LAND OUT OF THE UNITED STATES OF AMERICA
TRACT ALONG STATE HIGHWAY NO. 16 IN KERR
COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 34.89 acres, more or less, out of B.S. & F. Survey No. 1, Abstract No. 77 in Kerr County, Texas; that same land conveyed as 35 acres form the Kerr County Industrial Foundation to the United States of America by a Warranty Deed executed the 20th day of March, 1962 and recorded in Volume 112 at Page 78 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron stake set 1.5 ft. N21°17'46"W from a fence cornerpost at the intersection of the northwest right-of-way line of State Highway No. 16 and the southwest right-of-way line of Scenic Hills Road, a public road, for the east corner of the herein described tract and said 35 acre tract; which point bears, approximately, 2072 ft. East and 244 ft. North from the west corner of said Survey No. 1;

THENCE, along the northwest right-of-way line of said State Highway No. 16 with the southeast line of said 35 acre tract; near a fence 784.46 ft. along the arc of a 01°30' curve to the left subtended by an 11°35'03" central angle and 3880.00 ft. radius (long chord: S41°29'54"W, 783.13 ft.) to a brass disc in concrete right-of-way marker found at its end; S35°55'17"W, near a fence at 338.0 ft. passing 1.0 ft. southeast of a fence cornerpost, then continuing not along a fence for a total distance of 601.57 ft. to a set mag nail; S47°14'17"W, 102.00 ft. to a set mag nail; and S35°55'17"W, 152.83 ft. to a set $\frac{1}{2}$ " iron stake for the south corner of the herein described tract and 35 acre tract;

THENCE, with the southwest line of said 35 acre tract N45°21'08"W, at 239.5 ft. passing a fence cornerpost, then continuing along or near a fence at 242.7 ft. passing the east corner of Lot No. 1 in Block No. 1 of the Benson Addition, a subdivision of Kerr County according to the replat of record in Volume 6 at Page 12 of the Plat Records of Kerr County, Texas, then continuing with the common line between 35 acre tract and Lot No. 1 at 706.3 ft. passing the north corner of Lot No. 1 and the east corner of Lot No. 2 in Block No. 1 of the Benson Subdivision, then continuing with the common line between 35 acre tract and Lot No. 2 at 1005.2 ft. passing the north corner of Lot No. 2 and an easterly corner of a certain 22.89 acre tract conveyed from Greater Horizons to The Coming King Foundation by a Warranty Deed executed the 12th day of January, 2006 and recorded in Volume 1496 at Page 918 of the Official Public Records of Kerr County, Texas, then continuing with the common line between 35 and 22.89 acre tracts for a total distance of 1136.35 ft. to a fence cornerpost marked by a found $\frac{1}{2}$ " iron stake for the west corner of the herein described tract and 35 acre tract, and a reentrant corner of 22.89 acre tract;

THENCE, along or near a fence continuing with the common line between said 35 and 22.89 acre tracts N41°00'37"E, at 278.9 ft. passing a $\frac{1}{2}$ " iron stake found for the northeast corner of 22.89 acre tract and the south corner of a certain 6.667 acre tract conveyed from James Franklin Clark, Sr. to James Franklin Clark, Sr., Trustee by a Special Warranty Deed executed the 8th day of December, 2017 and recorded in File No. 17-08574 of the Official Public Records of Kerr County, Texas, then continuing with the common line between 35 and 6.667 acre tracts for a total distance of 911.85 ft. to a fence cornerpost for the northwest corner of the herein described tract and 35 acre tract, the east corner of 6.667 acre tract and the west corner of a certain 12.03 acre tract conveyed from M.C. Constantino to Carol Lee Griswold by a Gift Deed executed the 16th day of September, 2016 and recorded in File No. 16-06108 of the Official Public Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 35 and 12.03 acre tracts: S39°41'34"E, 295.37 ft. to a fence cornerpost for a reentrant corner of the herein described tract and 35 acre tract, and the southwest corner of 12.03 acre tract; N50°22'38"E, 288.02 ft. to a fence cornerpost for a northerly corner of the herein described tract and 35 acre tract, and a reentrant corner of 12.03 acre tract, S39°56'10"E, 134.39 ft. to a fence cornerpost for a reentrant corner of the herein described tract and 35 acre tract, and the southeast corner of 12.03 acre tract; and N50°11'46"E, 708.54 to a fence cornerpost in the southwest right-of-way line of said Scenic Hills Road for the northeast corner of the herein described tract and 35 acre tract, and the east corner of 12.03 acre tract;

**Property description of 34.89 acres includes a portion of the property (~1.33 acres) that has been both previously conveyed to the state for its use as well as annexed by and into the City of Kerrville. Thus, Ordinance No. 2020-05 is only annexing 33.56 acres (34.89 - 1.33 acres) into the City.*

Page 2... FIELD NOTES DESCRIPTION FOR 34.89 ACRES
OF LAND OUT OF THE UNITED STATES OF
AMERICA TRACT ALONG STATE HIGHWAY
NO. 16 IN KERR COUNTY, TEXAS

THENCE, along a fence with the northeast line of said 35 acre tract and the southwest right-of-way line of said Scenic Hills Road, S21°17'46"E, 565.48 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: November 8, 2019
November 19, 2019

Dated this 19th day of November, 2019

Lee C. Voelkel

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



FILE NO.

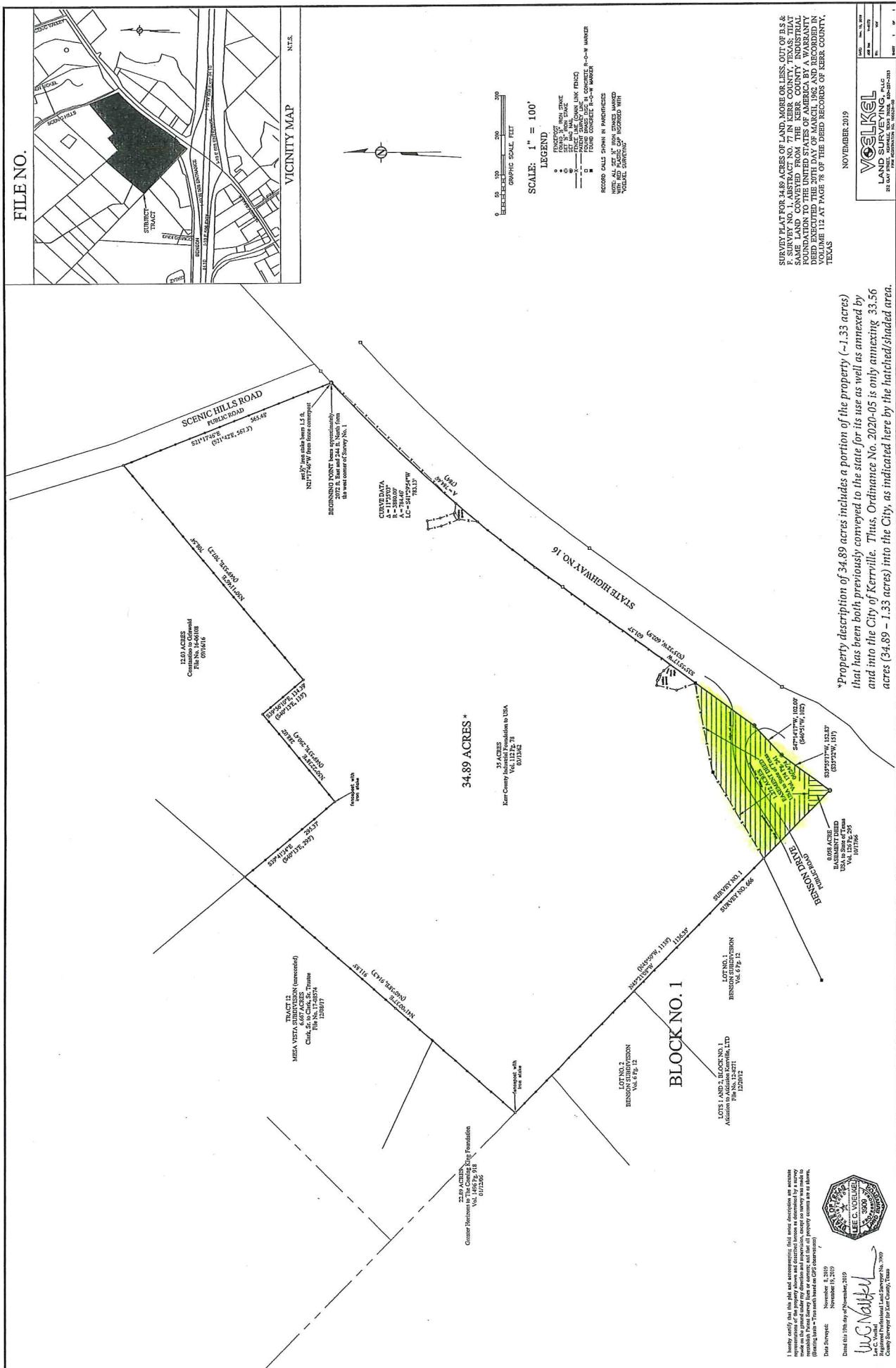


EXHIBIT B

PETITION REQUESTING ANNEXATION BY AREA LANDOWNER

TO THE MAYOR OF THE GOVERNING BODY OF KERRVILLE, TEXAS:

The undersigned owner of the hereinafter described tract of land, which contains improvements but is without residents, hereby petitions your honorable Body to extend the present city limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

33.67 acres of land which is described on the attached Exhibit A*

The undersigned owner certifies, on information and belief, that the above described tract of land is contiguous and adjacent to the City of Kerrville, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by an authorized representative of the owner.

UNITED STATES OF AMERICA

By: 

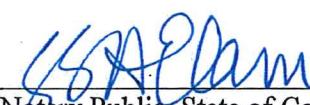
Dr. Laurence Chandler
Area Director
Agricultural Research Service
United States Department of Agriculture

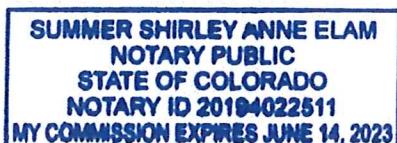
STATE OF COLORADO

COUNTY OF Larimer

This instrument was acknowledged before me on October 28, 2019, by Dr. Laurence Chandler in his capacity as Area Director acting on behalf of the Agricultural Research Service, United States Department of Agriculture on behalf of the United States of America.

(SEAL)


Notary Public, State of Colorado



*Following owner's submission of this Petition, owner subsequently submitted a new and revised legal description for the property. The new description specified 34.89 acres, which included a 1.33 acre area previously annexed by the City. Thus, for purpose of this annexation, the annexation will consist of 33.56 acres (34.89 - 1.33 acres).

DRAFT

EXHIBIT C SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into between the City of Kerrville, a Texas Home-Rule Municipal Corporation (the "City"), and the United States of America acting by and through its agency, the Agricultural Research Service, United States Department of Agriculture (the "Owner"). The City and the Owner are collectively referred to as the Parties.

WHEREAS, pursuant to a lawfully submitted petition for annexation from Owner, City intends to institute annexation proceedings for a tract(s) of land described more fully hereinafter (referred to herein as the "Subject Property"); and,

WHEREAS, *Section 43.0672 of the Tex. Loc. Gov't Code* requires a written agreement for the provision of services in the area first be entered into between City and Owner of the Subject Property; and,

WHEREAS, City and Owner agree each will benefit from the City's municipal services (which include water and wastewater service and which are more particularly identified in **Exhibit B**) which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for City to provide the listed services upon annexation and in accordance with this Agreement; and,

WHEREAS, it is found that the statutory requirements have been satisfied and City is authorized by *Chapter 43, Tex. Loc. Gov't. Code*, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in **Exhibit A**, attached hereto and incorporated herein.

Section 2. Services. City will provide the services listed and specified in **Exhibit B**, attached hereto and incorporated herein, for the Subject Property on the effective date of annexation of the Subject Property. Said services represent the City's "full municipal services" as referenced and used in *Chapter 43, Tex. Loc. Gov't. Code*.

Section 3. Owner's Obligations. Owner shall not file for approval a subdivision plat, site plan, or related development document with City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until the City's annexation of the Subject Property.

Section 4. Term. The term of this Agreement (the “Term”) is ten (10) years from the Effective Date or until the City’s annexation of the Subject Property, whichever occurs first.

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 8. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both City and Owner after it has been authorized by the City Council.

Section 9. Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 10. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either City or Owner, including governmental immunity and sovereign immunity, nor to create any legal rights or claims on behalf of any third party.

Section 11. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 12. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 13. Venue and Applicable Law. Venue for this Agreement shall be in Kerr County, Texas or the Western District of Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the laws of the United States where applicable.

Section 14. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 15. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

EXECUTED this _____ day of _____, 2020.

AGRICULTURAL RESEARCH
SERVICE, UNITED STATES
DEPARTMENT OF AGRICULTURE,
OWNER

STATE OF _____ §
§
COUNTY OF _____ §

NAME, _____ TITLE

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, Agricultural Research Service, United States Department of Agriculture.

Notary Public, State of Texas

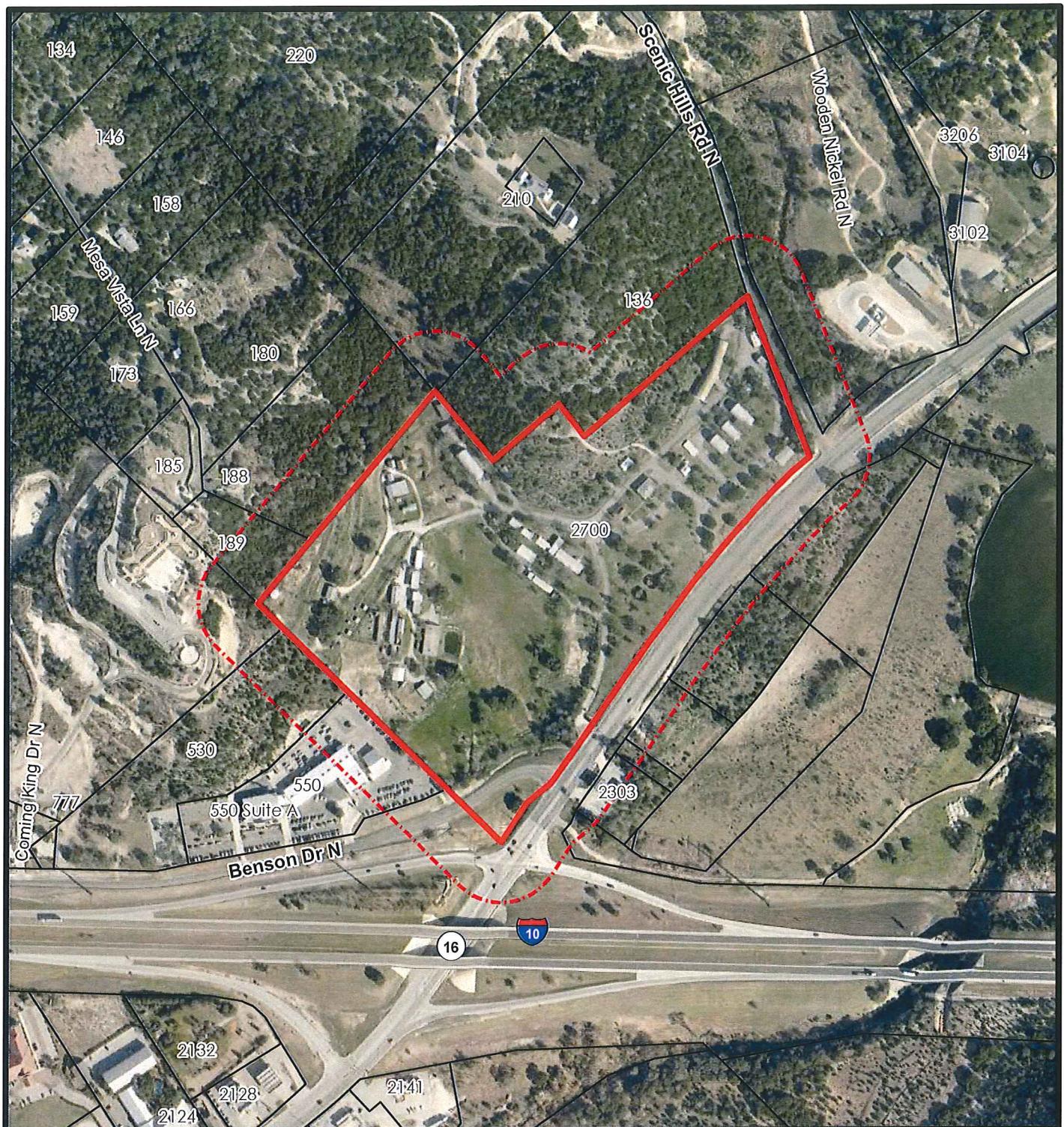
STATE OF TEXAS §
§
COUNTY OF KERR §

Mark McDaniel, City Manager
City of Kerrville, TX

This instrument was acknowledged before me on the _____ day of _____, 2020, by Mark McDaniel, City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

Upon Recording, Return to:
City Secretary, City of Kerrville
City Hall, 701 Main Street
Kerrville, Texas 78028



Location Map

Case # 2019-084

Location:
2700 Fredericksburg Rd

Legend

200' Notification Area 
Subject Properties 



0 150 300 600

Scale In Feet

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

Exhibit D

LAND USES	USDA PD
Agricultural Services	P
Agriculture, General	P
Machine Shop	P
Office, General (Business or Professional)	P
Parking Lot or Structure, Accessory	P
Public or Institutional Facility or Use	P
Research and Development Lab	P
Veterinary Service, Large Animal, Indoor or Outdoor Pens	P
Welding Shop	P
Breeding and maintaining colonies of insects and ticks which are livestock pests	P
Storage of laboratory research chemicals and agricultural pesticides	P
Incinerator	P

Ordinance No. 2020-05. An Ordinance annexing an approximate 33.618 acre tract of land located adjacent to and northwest of the intersection of State Highway 16 North and Benson Drive with the address of 2700 Fredericksburg Road into the City of Kerrville, Kerr County, Texas, and extending the boundary limits of the city so as to include such property within the city limits; adopting a mutual services agreement for the annexed property; and adopting zoning for the annexed property.



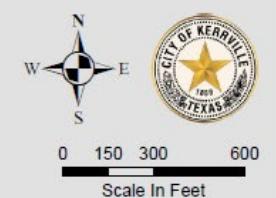
Location Map

Case # 2019-084

Location:
2700 Fredericksburg Rd

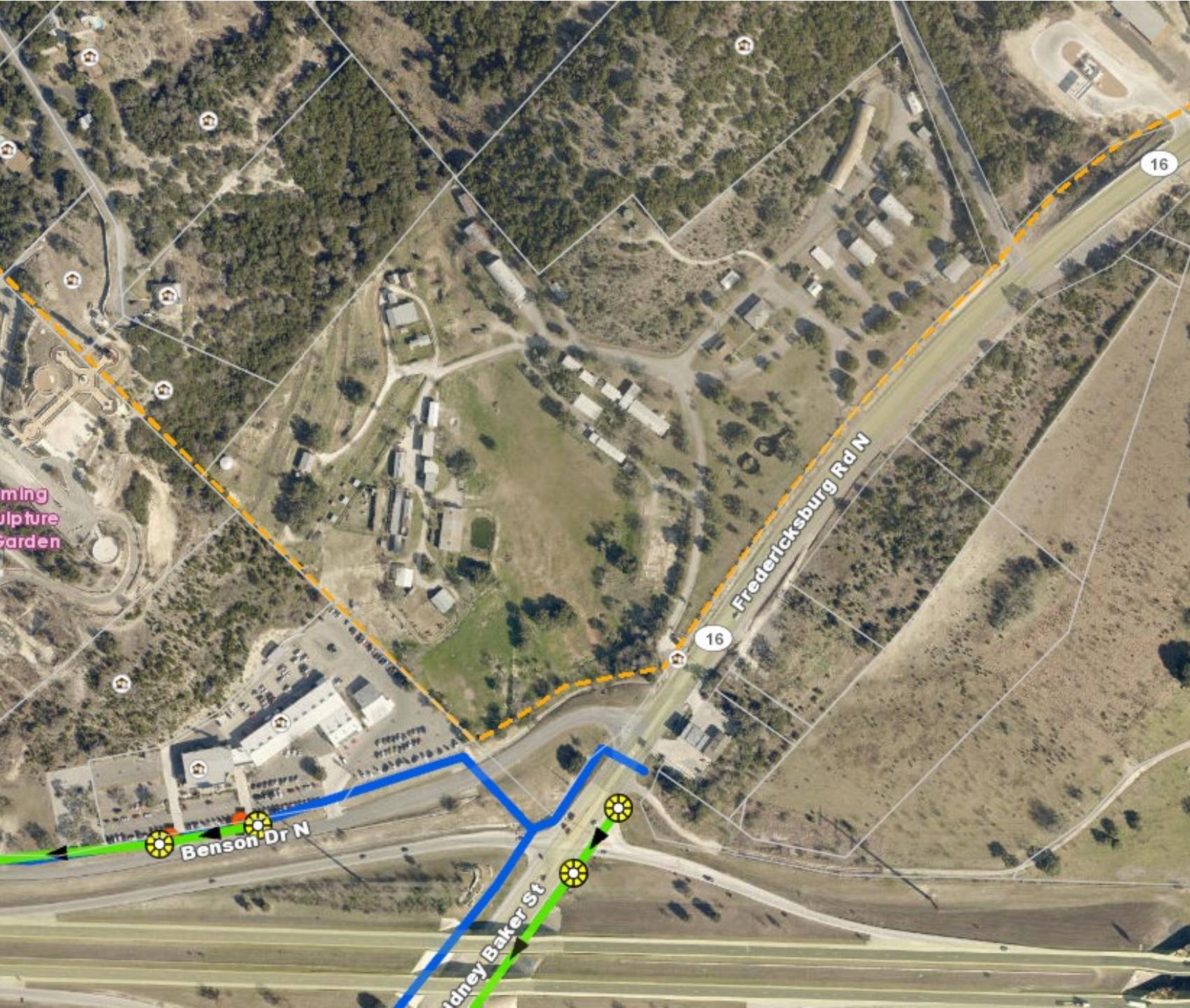
Legend

200' Notification Area
Subject Properties





Site & Vicinity Aerial imagery





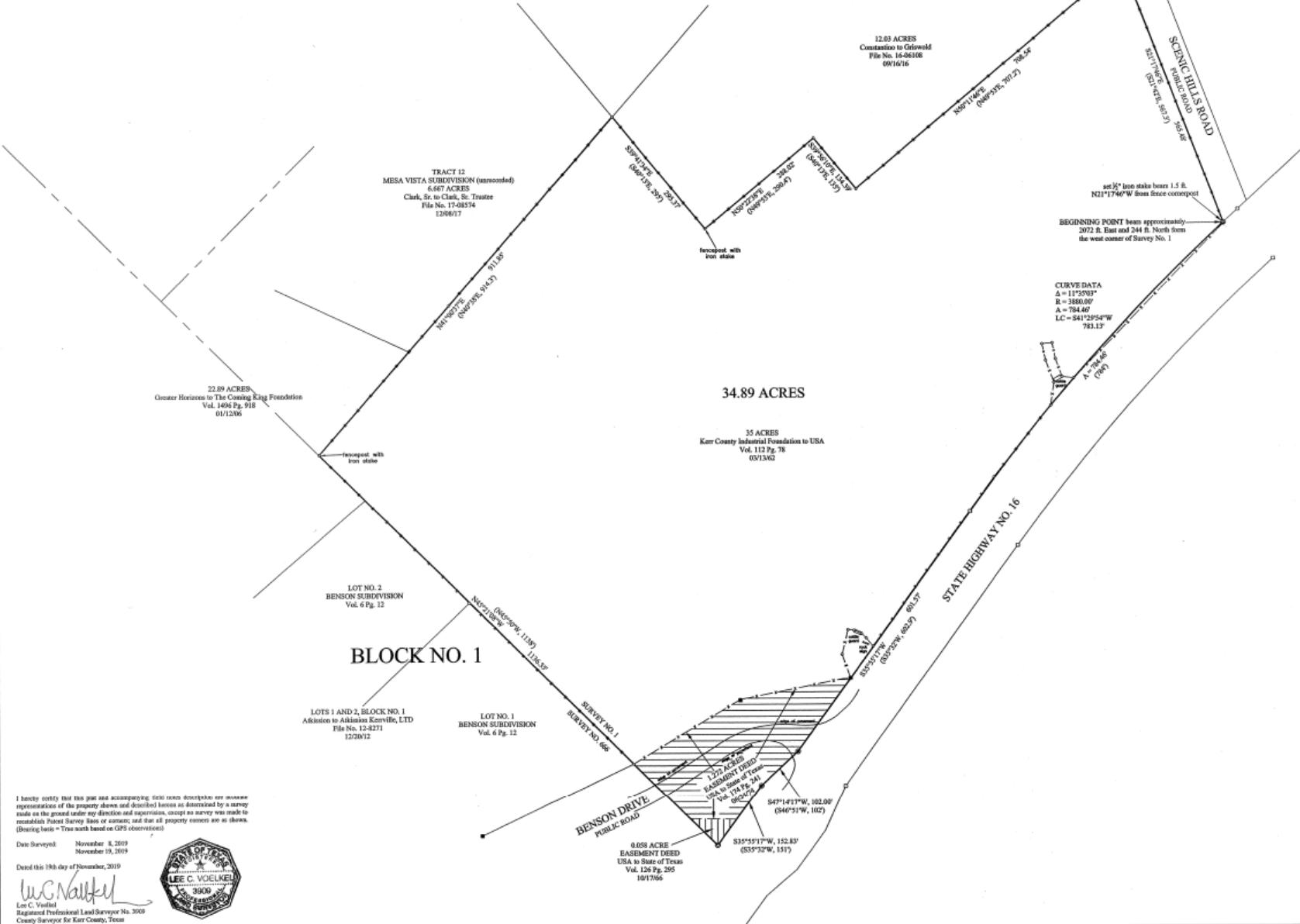
Property Survey

I hereby certify that the plan and accompanying field notes describe an accurate representation of the property lines and boundaries as determined by a survey made as to the best of my knowledge and experience, except no survey was made to reestablish Public Survey lines or corners, and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: November 8, 2019
November 19, 2019

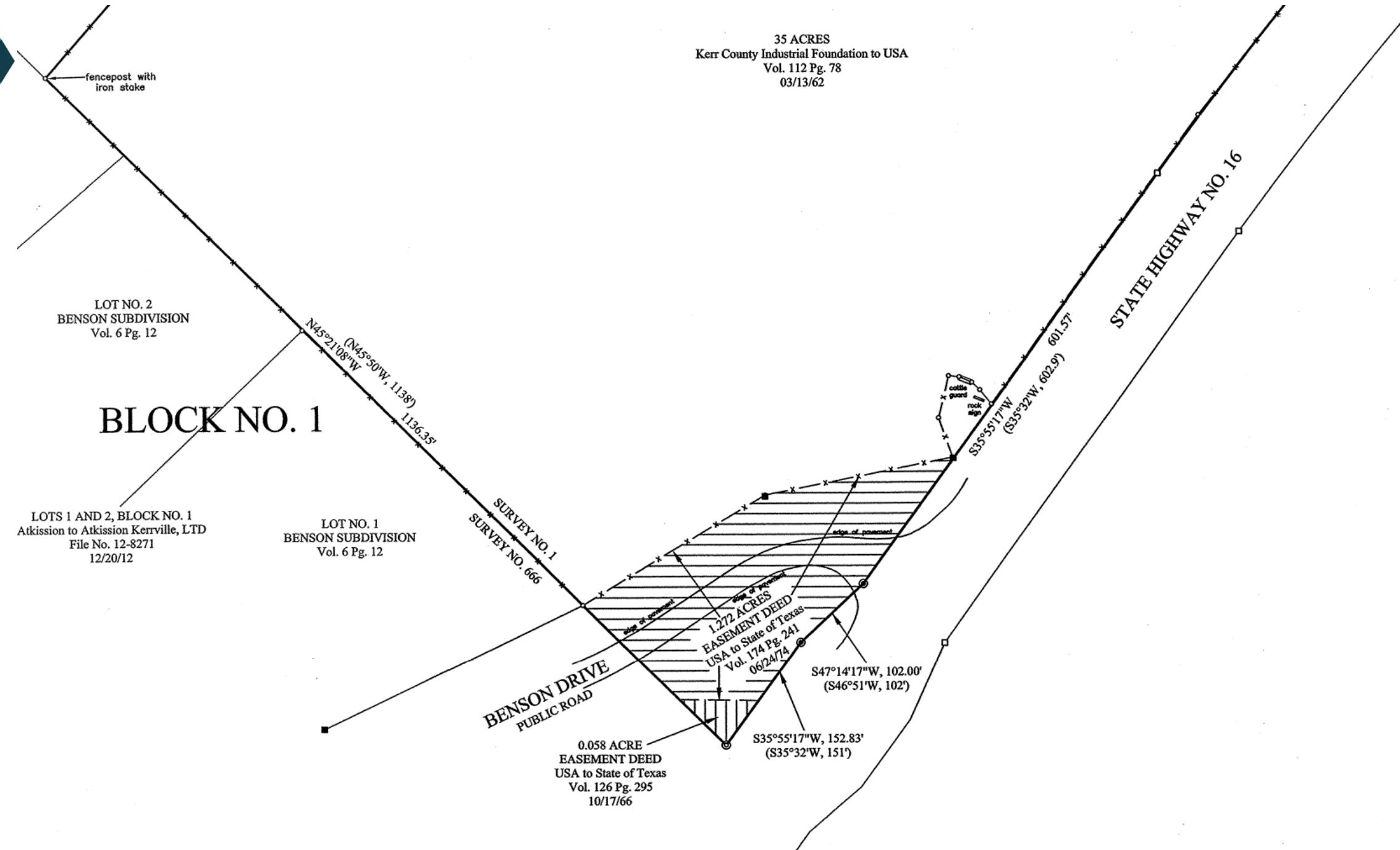
Deed this 19th day of November, 2019

Lee C. Voelkel
Registered Professional Land Surveyor No. 3009
County Surveyor for Kerr County, Texas

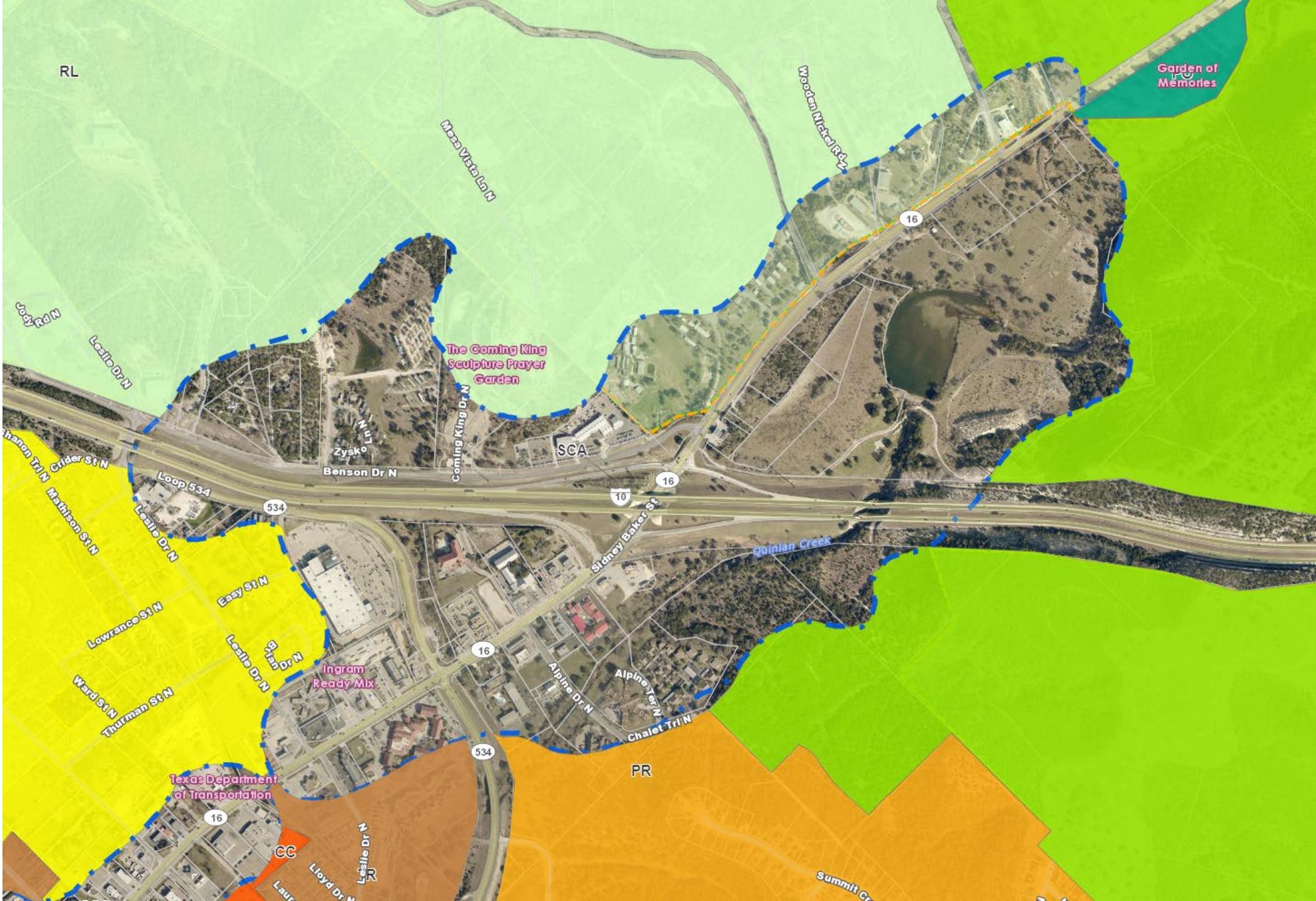


SURVEY PLAN FOR 34.89 ACRES OF LAND, MORE OR LESS, OUT OF B.S. & P. SURVEY NO. 1, ALSO ACT NO. 77 IN KERR COUNTY, TEXAS. THAT SAME LAND CONVEYED FROM THE KERR COUNTY INDUSTRIAL FOUNDATION TO THE UNITED STATES OF AMERICA BY A WARRANTY DEED EXECUTED THE 20TH DAY OF MARCH, 1962 AND RECORDED IN VOLUME 112 AT PAGE 78 OF THE DEED RECORDS OF KERR COUNTY, TEXAS

NOVEMBER 2019



Future Land Use Plan



LAND USES	IM	PI	AG	USDA PD
Agricultural Services	P		P	P
Agriculture, General			P	P
Machine Shop	P			P
Office, General (Business or Professional)	P			P
Parking Lot or Structure, Accessory	P	P		P
Public or Institutional Facility or Use	P	P	P	P
Research and Development Lab	P			P
Veterinary Service, Large Animal, Indoor or Outdoor Pens			P	P
Welding Shop	P			P
Breeding and maintaining colonies of insects and ticks which are livestock pests				P
Storage of laboratory research chemicals and agricultural pesticides				P
Incinerator				P

Additional Information

Although, as a federal agency and generally not subject to the City development regulations, USDA ARS has agreed to the following requirements for the future development of the facility:

- Plumbing permits required for new structures**
- Water and sewer mains are proposed for extension as per city ordinance**

Ordinance No. 2020-05. An Ordinance annexing an approximate 33.618 acre tract of land located adjacent to and northwest of the intersection of State Highway 16 North and Benson Drive with the address of 2700 Fredericksburg Road into the City of Kerrville, Kerr County, Texas, and extending the boundary limits of the city so as to include such property within the city limits; adopting a mutual services agreement for the annexed property; and adopting zoning for the annexed property.

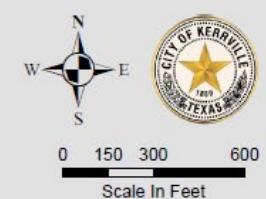


Location Map

Case # 2019-084

Location:
2700 Fredericksburg Rd

Legend
200' Notification Area
Subject Properties





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

SUBJECT: Ordinance No. 2020-06. An Ordinance amending Chapter 102 "Traffic and Vehicles", Section 102-119 by adding Paschal Avenue as a City Street where through truck traffic is prohibited; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject.

AGENDA DATE OF: February 11, 2020 **DATE SUBMITTED:** Feb 04, 2020

SUBMITTED BY: David Knight

EXHIBITS: [20200211_Ordinance_2020-06 Truck Traffic prohibited Paschal Avenue.pdf](#)
[20200214_Paschal_Aerial.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	M - Mobility / Transportation
Guiding Principle	M1. Promote a safe, reliable, sustainable and affordable transportation system
Action Item	M1.6 - Develop a plan that would minimize cut-through commercial traffic in residential areas

SUMMARY STATEMENT:

On June 25, 2019, the Code of Ordinances for the City of Kerrville, Texas, Chapter 102 "Traffic and Vehicles" was amended by adding Section 102-119 "Operation prohibited within City Limits". The amendment prohibits cut-through traffic by truck or tractor-trailer combination which has dual or tandem rear axles, on specified streets through residential areas within the City limits when such street is marked with a sign prohibiting through truck traffic.

At that time, only one section of roadway was specified for inclusion. As recommended and adopted in the Doyle Community Area Development Plan, Ordinance No. 2020-06 amends the listing of specified streets to include Paschal Avenue from Schreiner Street to Holdsworth Drive.

RECOMMENDED ACTION:

Approve Ordinance No. 2020-06, on first reading, to amend the list of specified streets applicable to include Paschal Street from Schreiner Street to Holdsworth Drive.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2020-06**

AN ORDINANCE AMENDING CHAPTER 102 "TRAFFIC AND VEHICLES", SECTION 102-119 BY ADDING PASCHAL AVENUE AS A CITY STREET WHERE THROUGH TRUCK TRAFFIC IS PROHIBITED; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, cut-through traffic on streets through residential areas remains a concern for City residents; and

WHEREAS, following investigations of complaints, which included vehicle counts, speed studies, and on-scene observations, the City's Public Works and Police Departments found that a significant amount of such cut-through traffic consists of commercial vehicles passing through neighborhoods without at least 1 trip end, origin, or destination within that neighborhood; and

WHEREAS, residential streets are not designed to carry high volume or heavy loaded through traffic; and

WHEREAS, this unnecessary through traffic causes unwanted noise, dust, pollution, and safety issues for residents; and

WHEREAS, in addition to pollution and safety issues, cut-through commercial traffic causes pavement deterioration of a neighborhood road since such roads are not designed for what at times is high volume, heavy commercial traffic, which in most cases, is seeking to bypass larger roads; and

WHEREAS, the City has the authority to regulate heavy truck traffic on its public roadways pursuant to Sections 311.001 and 621.303 of the Texas Transportation Code; and

WHEREAS, based upon the concerns raised and subsequent investigations and studies conducted by staff, City Council finds that it is in the best interest of the health, safety, and welfare of its citizens to add Paschal Avenue as a street where truck traffic is prohibited; and

WHEREAS, City Council further finds that the prohibition of through truck traffic, as specified by Section 102-119 of the City's Code of Ordinances, on Paschal Avenue will help prolong the life of this street; and

WHEREAS, City Council finds it to be in the public interest to amend Chapter 102 of the Code of Ordinances of the City of Kerrville, Texas, to prohibit through-traffic on Paschal Avenue;

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

SECTION ONE. The foregoing recitals are found to be true and correct, are adopted by City Council, and made a part hereof for all purposes as findings of fact.

SECTION TWO. Chapter 102 "Traffic and Vehicles" of the Code of Ordinances for the City of Kerrville, Texas, is amended by revising Section 102-119 "Operation Prohibited within City Limits; exception" to include Paschal Avenue as a street where through truck traffic is prohibited, such new language as indicated by the underlining (added) as follows:

"Sec. 102-119. - Operation prohibited within City limits; exception.

...

ON	FROM	TO
Riverhill Boulevard	State Highway 16 South (Medina Highway)	State Highway 173 (Bandera Highway)
Paschal Avenue	Schreiner Street	Holdsworth Drive

"

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

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

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

SECTION SIX. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas.

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

PASSED AND APPROVED ON FIRST READING, this the _____ day of _____ A.D., 2020.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2020.

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



Legend

- City Limit Boundary
- ETJ Boundary
- ETJ Area

Kerrville Property Map



02/07/2020 08:34 AM
Provided by Kerrville GIS Portal

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