

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 22, 2020, 6:00 P.M.

CAILLOUX CITY CENTER

910 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



CITY COUNCIL MEETING AGENDA SEPTEMBER 22, 2020, 6:00 PM

CAILLOUX CITY CENTER, 910 MAIN STREET, KERRVILLE, TX



Council Meeting Procedures during the Disaster Declaration and Citizen/Public Participation Guidelines

COVID-19 (Coronavirus) provides a unique concern in that gathering members of the public, City Council, and City staff within a physical setting constitutes a public health risk. On March 16, 2020, the Texas Governor suspended certain requirements of the Open Meetings Act to permit open meetings to occur in a fully virtual setting (telephonic/videoconference). Due to the reduction of Kerr County Covid cases, the City Council will conduct the September 22, 2020 City Council meeting as an open public meeting. In an effort to avoid and mitigate health risks, and due to limited occupancy levels in Council Chambers, City Council will convene the September 22, 2020 meeting at the Cailloux City Center, 910 Main Street.

Standard safety protocol will be observed by City Council, City staff, and citizens/visitors attending the City Council meeting at the Cailloux City Center. When entering the Cailloux City Center you will be required to sanitize hands and wear a mask. Your temperature will be taken at a temperature station with a thermal digital thermometer before entering the theater. Any persons with a temperature of 100.2 or above will not be allowed entry. Masks are required at all times in the Cailloux City Center. The public microphone will be sanitized between each public speaker.

Six-foot distance seating will be observed, and open seating will be designated.

Citizens wishing to speak shall submit a completed "speaker request form" to the City Secretary before City Council meeting is called to order, definitely before the item is called or read into record. Each speaker is limited to four minutes.

The Zoom program will also be active during this meeting.

Instructions for Zoom callers: Dial the toll free numbers: 1-800-832-5611. If the toll free number is not functioning, call the Zoom alternative back-up numbers 1-346-248-7799 or 1-669-900-6833.

When your call is answered you will hear "Welcome to Zoom, enter your Meeting ID followed by pound". Enter in the Meeting ID below followed by the pound sign (#).

The Meeting ID is 947 4313 4429#.

Once you have called into the meeting, your microphone will be placed on mute and your call will be placed in the call queue. At this point, you will hear silence on the phone. Do not hang up. The moderator will unmute your microphone as he/she is going down the list. Once the meeting has started, you will be able to listen to proceedings even if your microphone is muted.

For Regular Agenda Items: the Zoom moderator will be accepting calls starting at 5:00 p.m. Place your call before 5:45 p.m. in order to register with the Zoom moderator and participate. You will be queued to speak. Any calls made after the 5:45 p.m. deadline will not be answered, and microphones will be kept muted. Each speaker is limited to four minutes.

For Public Hearing Items 5A, 5B, 5C: a caller seeking to speak on these items may call at any time prior to the item being introduced during the meeting. (However, all callers are encouraged to call between 5:00 pm, and 5:45 pm to be registered with the moderator.) A caller must use the "raise your hand" feature on Zoom, in order to be called upon for the Public Hearing. If a caller is using the Zoom app on a computer, tablet, or mobile phone click on "Participants" and click on "Raise Hand" button. If a caller is using a landline telephone press *9. Each speaker is limited to four minutes.

Instructions for written comments:

Written comments will be accepted for any agenda items, including Public Hearings. You are required to provide your first and last name, address, and identify the item you wish to comment on. All information must be provided in order for your comments to be read into record.

Written comments can be provided two different ways:

- **OPTION 1 by hard copy** – Comments may be dropped off at the City Hall Utility Payments Drop-Box on the north side of City Hall by 4:00 p.m. the afternoon of the Council meeting.
- **OPTION 2 by email** - Comments may be emailed to shelley.mcelhannon@kerrvilletx.gov and must be received by 4:00 p.m. the afternoon of the Council meeting. In addition, anyone may email Councilmembers via their City email addresses as specified on the City's website.

Citizens may view and hear the City Council meetings on Spectrum Channel 2 or by live-streaming via the City's website (www.kerrvilletx.gov). City Council meetings are recorded and the recordings are posted on the City's website. Thank you for your participation!



CITY COUNCIL AGENDA
SEPTEMBER 22, 2020, 6:00 PM
CAILLOUX CITY CENTER
910 MAIN STREET, KERRVILLE, TX



CALL TO ORDER:

INVOCATION AND PLEDGE OF ALLEGIANCE:

Led by Councilmember Place 4 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 PRESENTATIONS:

2.A. Kerrville Kindness award.

Attachments:

[20200922_Recognition_Kerrville Kindness Award 9-22 KPUB.pdf](#)

2.B. Proclaim September 2020 as Recovery Month.

Attachments:

[20200922_Proclamation_September 2020 Recovery month.pdf](#)

3 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.

4 CONSENT AGENDA:

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

4.A. Resolution No. 20-2020. A Resolution approving the budget for Kerr Emergency 9-1-1 Network for Fiscal Year 2021.

Attachments:

[20200922_Resolution_20-2020 Approving Budget for Kerr 911 Network FY2021.pdf](#)

[20200922_Proposed Budget Summary_Kerr 911 FY2021.pdf](#)

4.B. Cintas rental service agreement for uniform and janitorial supplies.

Attachments:

[2020922_agreement_cintas service agreement.pdf](#)

[2020922_agreement_omnia-cintas agreement.pdf](#)

[2020922_agreement_cintas ad.pdf](#)

4.C. Execute a deductive change order for the Legion Lift Station project.

4.D. Minutes for the City Council meeting held September 8, 2020.

Attachments:

[20200922_Minutes_City Council regular meeting 6pm 9-08-20.pdf](#)

END OF CONSENT AGENDA

5 PUBLIC HEARING AND ORDINANCES, FIRST READING:

5.A. Ordinance No. 2020-18. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas. Such Chapter more commonly known as the City's Zoning Code; by amending the Zoning Code to include adding new definitions, amending regulations regarding front yard setbacks, clarifying uses within Residential Transition Zoning Districts (RT) and the Airport Zoning District, revising the formula for determining parking spaces for multi-tenant buildings, clarifying administrative processes, deleting requirements for specific building materials, and other amendments as provided.

Attachments:

[20200922_Ordinance_2020-18 Amending Chapter 60 Zoning Code.pdf](#)

[20200922_Ordinance_2020-18 Amending Chapter 60 Zoning Code parking.pdf](#)

[20200922_Ordinance 2020-18_Amending Zoning Code Land Use Table_2020_blueline.pdf](#)

5.B. Ordinance No. 2020-19. An Ordinance adopting amendments to the City of Kerrville, Texas, Sign Code, as found within Chapter 92 of the City's Code of Ordinances; said amendments to establish specific regulations for signs located within a Residential Transition Zoning District (RT).

Attachments:

[20200922_Ordinance_2020-19 Adopting Amendments to the Sign Code.pdf](#)

5.C. Ordinance No. 2020-20. An Ordinance amending the Comprehensive Plan for the City of Kerrville, Texas, (Kerrville 2050), pursuant to Chapter 213 of the Texas Local Government Code; by amending the Thoroughfare Plan contained therein to realign future connections from Olympic Drive and deleting a proposed future connection from Bear Skin Trail to Ranchero Road.

Attachments:

[20200922_Ordinance_2020-20 Amending Thoroughfare Plan K2050.pdf](#)

[20200922_Map_Exhibit A - Draft 2.pdf](#)

[20200922_Map_Exhibit B - Draft 2.pdf](#)

6 CONSIDERATION AND POSSIBLE ACTION:

6.A. Resolution No. 19-2020. A Resolution approving the Neighborhood Enhancement Team Program (NET) for the City of Kerrville, Texas; and a presentation of NET accomplishments within Doyle Community, and action to authorize the use of public funds to make minor improvements on private property and removal of unsafe structures.

Attachments:

[20200922_Resolution_19-2020 Neighborhood Enhancement Team NET.pdf](#)

[20200918_Exhibit A_NET Program Scope.pdf](#)

6.B. Update on status of Long Range Water Supply Plan implementation and Professional Services Agreement with Hewitt Engineers Inc. for the completion of a groundwater well in the Ellenberger Aquifer.

Attachments:

[Hewitt Well Completion Scope and Fee.pdf](#)

6.C. Killdeer Mountain Manufacturing Business Development Project, to include the following agreements:

- (a) Economic Development Grant and Real Estate Purchase Agreement.
- (b) Economic Development Incentive Grant Agreement with EIC for KMM.
- (c) Economic Development Incentive Agreement between the City of Kerrville, Texas, and Killdeer Mountain Manufacturing, Inc.

6.D. Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

6.E. Review of the declaration of local state of disaster due to a public health emergency, March 20, 2020.

Attachments:

[20200922_Resolution_16-2020 Extending Mayor's Disaster Declaration Covid-19 7-28-20.pdf](#)

7 INFORMATION & DISCUSSION:

7.A. Financial updated for the month ended August 31, 2020.

Attachments:

[20200922_Presentation_August 2020 financial presentation.pdf](#)

8 ITEMS FOR FUTURE AGENDAS:

City Council may suggest items or topics for future agendas.

9 BOARD APPOINTMENTS:

9.A. Appointment to the Zoning Board of Adjustment. (This item is eligible for discussion in Executive Session 551.074 personnel/officers.)

Attachments:

[20200908_Roster_ZBA.pdf](#)

10 EXECUTIVE SESSION:

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

10.A. Appointment to the Zoning Board of Adjustment (551.074)

10.B. Killdeer Mountain Manufacturing, Inc. Business Development Project (551.071, 551.072, 551.087)

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

ADJOURN.



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

SUBJECT: Kerrville Kindness award.

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Aug 05, 2020

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20200922_Recognition_Kerrville Kindness Award 9-22 KPUB.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:

Recognition of a citizen or company who has shown great kindness toward the citizens of Kerrville.

Recipient: Certificate of recognition to the Kerrville Public Utility Board group.

RECOMMENDED ACTION:

Announce recipient.



CITY OF KERRVILLE

recognizes

KERRVILLE PUBLIC UTILITY BOARD

with the September 22, 2020

KERRVILLE KINDNESS AWARD

The Kerrville Public Utility Board has performed above and beyond the call of duty during a number of recent inclement weather events, working around the clock to restore power to Kerrville homes after strong storms downed numerous power lines. In addition, KPUB recently sent linemen to assist communities in both Texas and Louisiana that suffered widespread power outages following Hurricane Laura. On the home front, the company responded to the COVID-19 crisis by establishing a new Change for Charity program that offers a solution to residential customers struggling to pay their electric bills, and KPUB employees also donated \$5,000 to a local food relief fund.

Mayor Bill Blackburn

Councilmember Gary Cochrane

Councilmember Kim Clarkson

Councilmember Judy Eychner

Councilmember Delayne Sigerman



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

SUBJECT: Proclaim September 2020 as Recovery Month.

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Sep 10, 2020

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20200922_Proclamation_September 2020 Recovery month.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:

September is National Recovery month and the Recovery Community Coalition promotes and supports evidence-based treatment and recovery practices, and the Recovery Community Coalition hosts the Overdose Awareness, Night of Remembrance event.

RECOMMENDED ACTION:

Present proclamation.



CITY OF KERRVILLE PROCLAMATION

WHEREAS, through Recovery Month we work to promote and support evidence-based treatment and recovery practices, the emergence of a strong and proud recovery community, and the dedication of service providers and citizens across our community who make recovery in all its forms possible; and

WHEREAS, prevention of mental and substance use disorders works, treatment is effective, and people can and do recover in our area, and around the nation; and

WHEREAS, we must encourage relatives and friends of people with mental and substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, the 2020 Recovery Month "Join the Voices for Recovery: Celebrating Connections," embraces the challenges experienced in 2020. When we celebrate our connections to the diversity of people from all walks of life striving for recovery, we find support and courage to speak up for inclusion, respect, and opportunity. Your efforts can help reduce the stigma around the impact of mental health and substance use disorders, and support individuals living in recovery; and

WHEREAS, Kerrville Recovery Community Coalition invite all residents of Kerrville, Texas to participate in National Recovery Month; and

NOW, THEREFORE, I, Bill Blackburn, Mayor of the City of Kerrville, Texas, do hereby proclaim the month of September 2020 as:

RECOVERY MONTH

in Kerrville, Texas, and call upon the people of Kerrville to observe this month with appropriate programs, activities, and ceremonies to support Recovery.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this 22 day of September 2020.

Bill Blackburn, Mayor



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

SUBJECT: Resolution No. 20-2020. A Resolution approving the budget for Kerr Emergency 9-1-1 Network for Fiscal Year 2021.

AGENDA DATE OF: September 22, **DATE SUBMITTED:** Sep 02, 2020
2020

SUBMITTED BY: Curtis Thomason

EXHIBITS: [20200922_Resolution_20-2020 Approving Budget for Kerr 911 Network FY2021.pdf](#)
[20200922_Proposed Budget Summary_Kerr 911 FY2021.pdf](#)

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

The city has received the proposed 2021 budget for the Kerr Emergency 9-1-1 Network. The FY 2021 proposed operating budget totals \$448,000.00 as compared to \$450,000.00 in FY 2020, for an overall decrease of 0.44%. The change in revenue is attributed to projected decreases in wireline telephone service and interest income. The 9-1-1 service fee of \$0.75 per month for all classes of service for FY 2021 will remain unchanged.

The Texas Health and Safety Code, Subchapter D, The Emergency Telephone Number Act requires the 9-1-1 Board to present to the governing body of the participating jurisdictions (cities) and to the county commissioners court no later than 45 days prior to the date the budget is adopted. The participating jurisdictions shall review the proposed budget and submit any comments regarding the budget to the 9-1-1 board. The budget must be approved by a majority of the participating jurisdictions. If no action is taken on the proposed budget before the 61st day after the proposed budget is received, the budget is approved by operation of law. The city received the proposed 9-1-1 budget on August 18, 2020.

RECOMMENDED ACTION:

Recommend adoption of Resolution No. 20-2020, to approve the proposed budget for the Kerr Emergency 9-1-1 District for FY 2021.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 20-2020**

**A RESOLUTION APPROVING THE BUDGET FOR KERR
EMERGENCY 9-1-1 NETWORK FOR FISCAL YEAR 2021**

WHEREAS, in accordance with Section 772.309 of the Texas Health and Safety Code, the Executive Director of the Kerr Emergency 9-1-1 Network has prepared and presented to City Council a budget for the Network's fiscal year commencing January 1, 2021; and

WHEREAS, City Council finds it to be in the public interest to approve said budget;

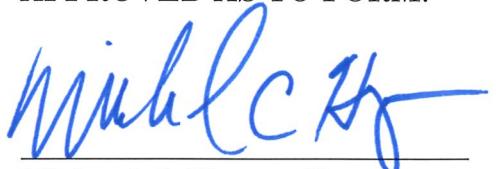
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:**

The City Council of the City of Kerrville, Texas, approves the 2021 Fiscal Year Budget for the Kerr Emergency 9-1-1 Network as presented and set forth in **Exhibit A**.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes

Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon

Shelley McElhannon, City Secretary

Kerr Emergency 911 Network
2021 Operating Budget
Proposed

EXHIBIT "A"

		2020	2021 Proposed	Delta	% Change
100 - Revenue					
	101 - Local 911 Service	140,000.00	135,000.00	-5,000.00	-3.57%
	105 - Wireless Emergency Income	263,000.00	263,000.00	0.00	0.00%
	110 - VoIP Service Fees	40,000.00	45,000.00	5,000.00	12.50%
	120 - Interest Income	7,000.00	5,000.00	-2,000.00	-28.57%
Total 100 - Revenue		450,000.00	448,000.00	-2,000.00	-0.44%
200 - Payroll Expense					
	210 - Salary	120,000.00	125,000.00	5,000.00	4.17%
	212 - Payroll Taxes	9,600.00	10,000.00	400.00	4.17%
	213 - Medical Insurance Expense	52,000.00	40,000.00	-12,000.00	-23.08%
	214 - TCDRS Expense Company	5,450.00	9,700.00	4,250.00	77.98%
	215 - TCDRS OTLI	200.00	200.00	0.00	0.00%
	225 - Texas Workforce Commission	100.00	100.00	0.00	0.00%
	230 - Excess Vacation Payout	0.00	0.00	0.00	#DIV/0!
Total 200 - Payroll Expense		187,350.00	185,000.00	-2,350.00	-1.25%
300 - Operations (PSAP)					
	315 - 911 Call Taker Training	7,000.00	7,000.00	0.00	0.00%
	320 - Wireless Phase I & II Contracts	10,000.00	10,000.00	0.00	0.00%
	321 - AT&T Wireless Tariff	1,910.00	1,900.00	-10.00	-0.52%
	331 - Text to 9-1-1 Charges	4,000.00	4,000.00	0.00	0.00%
	332 - ALI Service Charge	18,000.00	18,000.00	0.00	0.00%
	335 - TX DIR ALI MPLS	8,500.00	8,500.00	0.00	0.00%
	337 - AT&T SR Fees	4,500.00	4,500.00	0.00	0.00%
	340 - ESInet Charge	45,000.00	29,000.00	-16,000.00	-35.56%
	350 - PSAP Trunk Charges	20,000.00	19,000.00	-1,000.00	-5.00%
	355 - Language Translation Services	500.00	500.00	0.00	0.00%
	357 - PSAP Fiber KPD/KCSO	2,000.00	2,000.00	0.00	0.00%
	366 - Wireless Redundancy MRC	750.00	800.00	50.00	6.67%
	370 - PSAP Repairs & Maintenance	9,000.00	9,000.00	0.00	0.00%
Total 300 - Operations (PSAP)		131,160.00	114,200.00	-16,960.00	-12.93%
400 - Direct Services					
	410 - Office Supplies	2,000.00	2,000.00	0.00	0.00%
	412 - Office Equipment & Repairs	4,000.00	4,500.00	500.00	12.50%
	420 - Liability Insurance	3,490.00	3,500.00	10.00	0.29%
	430 - Professional Development	3,000.00	4,000.00	1,000.00	33.33%
	440 - Rent	28,000.00	28,000.00	0.00	0.00%
	450 - Professional Fees	14,000.00	14,000.00	0.00	0.00%
	460 - Postage & Delivery	400.00	500.00	100.00	25.00%
	490 - Bank Service Charges	100.00	100.00	0.00	0.00%
Total 400 - Direct Services		54,990.00	56,600.00	1,610.00	2.93%
500 - Miscellaneous					
	502 - Pictometry Annual Payment	11,000.00	15,000.00	4,000.00	36.36%
	510 - Awards & Honorariums	400.00	400.00	0.00	0.00%
	520 - Dues & Subscriptions	600.00	800.00	200.00	33.33%
	530 - Public Education & Advertising	2,500.00	2,500.00	0.00	0.00%
	550 - Telecommunications	8,000.00	8,500.00	500.00	6.25%
	560 - Sundry	2,000.00	2,000.00	0.00	0.00%
	570 - Texas 911 Alliance Meetings	7,000.00	7,000.00	0.00	0.00%
	575 - Nena/APCO Conferences	5,000.00	6,000.00	1,000.00	20.00%
Total 500 - Miscellaneous		36,500.00	42,200.00	5,700.00	15.62%

**Kerr Emergency 911 Network
2021 Operating Budget
Proposed**

700 - PSAP Equipment Repacement Account

710 - Operating to Capital Fund Transfer

40,000.00 50,000.00 10,000.00 25.00%

0,000.00	10,000.00	25.00%
0,000.00	10,000.00	25.00%
000.00	-2,000.00	-0.44%
000.00	-2,000.00	-0.44%
0.00	0.00	#DIV/0!

Total 700 - PSAP Equipment Replacement Account

Annual Budget Totals

Net Income

Projected Budget Surplus/Deficit

Kerr Emergency 911 Network
2021 Capital Budget Proposed

2021 Budget Capital Account	Comments
Capital Expenses - 800	
804 - Sign Materials	\$2,500.00
888 - Misc PSAP Projects	<u>\$25,000.00</u>
	\$27,500.00
Total - 800	
 Capital Income - 900	
901 - Sign Sales (Recovery)	\$2,250.00
902 - Equipment Replacement Fund Transfers	<u>\$50,000.00</u>
Total - 900	\$52,250.00
 2021 Starting Capital Balance (Est.)	\$724,882.00
2021 Net Capital Expenses	\$27,500.00
2021 Net Capital Income	<u>\$52,250.00</u>
 Projected End-of-2021 Capital Account Balance	\$749,632.00



Subject: Proposed 2021 Budget Summary

08/06/2020

1. 100 Revenue. Estimated Net Income: \$448,000.00 based on an overall decrease of .44% from 2020's income projection. The change in revenue is attributed to projected decreases in wireline telephone service, and interest income.
2. 200 Payroll. Payroll expenses include 4% overall salary increase for current staff members, and a 23% projected decrease in health care insurance costs. Payroll overhead includes staff salaries, payroll taxes, retirement account contributions, employee life insurance and Texas Workforce Commission unemployment insurance costs. TCDRS will see the largest increase in this category, the effective rate increased due underperforming investments. Overall, there is a \$2,350.00, or 1.25% projected decrease in costs compared to last year.
3. 300 Operations (PSAP/Call Centers). This expense category includes all operation and maintenance expenses for the Public Safety Answering Point (911 backroom server / telephony equipment / software) and the two call centers (KPD & KCSO). Our expenses are projected to decrease \$16,960.00 or 12.93% from the previous year.
4. 400 Direct Services. Direct Services will see an overall increase of \$1,610.00 or 2.93% compared to the previous year. Direct services include office supplies, office equipment repair/replacement, district liability insurance, staff professional training, office space lease, attorney, CPA, auditor, and other profession service expenses and banking fees.
5. 500 Miscellaneous. Misc. expenses are projected to increase by \$5,700 or 15.62% compared to 2020. Misc. expenses include Aerial Imagery costs, dues and subscriptions, public education / advertising, Texas 911 Alliance meetings and NENA/APCO conferences.
6. 700: PSAP Equipment Replacement Fund: This category will increase to \$50,000 per year to fund the PSAP capital replacement account. The capital replacement fund is utilized for PSAP equipment upgrades.

Capital Considerations: The capital cash account will have an estimated balance in of \$724,882.00 at the end of 2020 from nominal interest and scheduled PSAP Equipment Replacement Fund transfers. We expect our end-of-2021 capital balance to be in the neighborhood of \$749,632.00.

This final figure includes all capital expenses of \$27,500.00 and revenue of \$52,250.00. The primary source of revenue is from scheduled operating fund transfers, and 9-1-1 sign sales cost-recovery.

9-1-1 Emergency Service Fee: The Texas Health and Safety Code – Chapter 772.314 (d): *The board shall set the amount of the fee each year as part of the annual budget.*

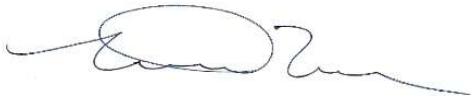
For the 2021 budget, Kerr 9-1-1 will keep the service fee of \$0.75 per month for all classes of service (Residential, Business, Trunk, VOIP).

Vision for 2021:

1. Continued 9-1-1 sign sales.
2. Continued 9-1-1 public education.
3. Transition to NextGen 911 Services if feasible.

Conclusions:

1. The 2021 proposal is a balanced budget.
2. This budget adequately addresses the expected operating needs of our district in providing state-of-the-art 9-1-1 workstations/software and to continue our efforts to enhance and maintain our 9-1-1 connectivity as well as maintaining our Geographic Information Systems (GIS).
3. Our district's vision and public-funds stewardship is based firmly in the state and local government codes, guided by conservative spending and liberal savings policies.
4. Kerr 9-1-1 Board of Managers Budget approval date: 08/06/2020



Mark Del Toro
Executive Director
Kerr Emergency 9-1-1 Network



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

SUBJECT: Cintas rental service agreement for uniform and janitorial supplies.

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Sep 04, 2020

SUBMITTED BY: Julie Behrens

EXHIBITS: [2020922_agreement_cintas service agreement.pdf](#)
[2020922_agreement_omnia-cintas agreement.pdf](#)
[2020922_agreement_cintas ad.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
Approximately \$32,000 annually	N/A	Approximately \$32,000 FY2021	Multiple

PAYMENT TO BE MADE TO: Cintas Corporation

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

SUMMARY STATEMENT:

Cintas currently provides uniform and janitorial (floor mats, hand sanitizer stations, etc.) rental services to the City. The proposed agreement will replace the current agreement, which expires on 11/15/2020.

Prior to recommending Cintas as our continued provider, staff met with and accepted quotes from two (2) other companies. When comparing pricing from all three (3) companies, Cintas was significantly less expensive. Given the current level of service provided, the quality of the uniforms, and the price, staff recommends that Cintas continue service to the City. In addition, this agreement meets the City's Purchasing Policy requirements because Cintas is member of the Omnia Partners purchasing cooperative.

Uniform rental is necessary for departments that are exposed to chemicals or other

hazardous materials. The City provides rental uniforms to employees from the following departments due to the nature of their jobs:

- * Streets
- * Garage
- * Water Production
- * Water Reclamation
- * Water Distribution
- * Wastewater Collections
- * Utility Billing-Meter Technicians
- * Solid Waste

Under this agreement, Cintas will provide rental services for a period of three (3) years from the date of the agreement, subject to annual budget appropriation.

RECOMMENDED ACTION:

Authorize City Manager to sign and execute the agreement.

STANDARD RENTAL SERVICE AGREEMENT

Location No. 0087 Agreement No. 210188016 Customer No. 13023234 Date _____

Customer City of Kerville Phone 8302578000 Address 701 Main St

City Kerrville State TX Zip 78028 UNIFORM PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X330	COTTON WORK SHIRT - Rental		ANY	0.218
X382	CARHARTT CARP JN - Rental	01	ANY	0.612
X394	CINTAS DENIM JEAN - Rental		ANY	0.249
X394	CINTAS DENIM JEAN - Rental		ANY	0.244
X394	CINTAS DENIM JEAN - Rental		ANY	0.244
X64031	U 65/35 CREW SHIRT - Rental		ANY	0.388
X677	PERMA LINED JKT - Rental		ANY	0.275
X76006	CARPENTER JEAN RK - Rental		ANY	0.612
X80516	PERMA LINED JKT - Rental		ANY	0.275
X894	DENIM JEAN - Rental	01	ANY	0.249
X912	COVERALL - Rental	01	ANY	1.020
X935	COMFORT SHIRT - Rental		ANY	0.148
X935	COMFORT SHIRT - NOG Not our Goods		ANY	1.642
X970	HIP LENGTH JKT - Rental		ANY	0.275
X396	CARHARRT RUGGED FLEX SHIRT		ANY	0.500

EMBLEM PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
BA8426S	LT NAVY/ WHITE/ LT NAVY*		ANY	0.000
BA9016S	BLACK/ WHITE/ BLACK*		ANY	0.000
BD9016S	BLACK/ WHITE/ BLACK*		ANY	0.000
D57CC6	CITY OF KERRVILLE 275		ANY	0.000
LXNAMES	LX NAME		ANY	0.000
LXNAMES	LX NAME		ANY	0.000
LXXXXXS	LXXXXX *		ANY	0.000
LXXXXXS	LXXXXX *		ANY	0.000
LXXXXXS	LXXXXX *		ANY	0.000
LXXXXXS	LXXXXX *		ANY	0.000
LXXXXXS	LXXXXX *		ANY	0.000
LXXXXXS	LXXXXX *		ANY	0.000
QZ1300	3/8 S-UL 1802 WHITE*		ANY	0.000

FACILITY SERVICES PRODUCTS PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X10184	3X5 ACTIVE SCRAPER - Rental	01	ANY	3.060
X10196	3X5 TRAFFIC MAT - Rental	01	ANY	2.200
X10197	4X6 TRAFFIC MAT - Rental	01	ANY	3.200
X10198	3X10 TRAFFIC MAT - Rental		ANY	3.200
X1810	3X5 DURALITE MAT - Rental	01	ANY	1.591
X1946	24" MOP FRAME - Rental	01	ANY	0.000
X2160	SM SHOP TWL-RED - Rental	04	ANY	0.048
X2160	SM SHOP TWL-RED - Rental	01	ANY	0.037
X2191	FENDER COVER - Rental	01	ANY	0.275
X2477	3X5 SCRAPER MAT - Rental	02	ANY	3.120
X2477	3X5 SCRAPER MAT - Rental	04	ANY	6.240
X2477	3X5 SCRAPER MAT - Rental	01	ANY	1.591
X2650	WET MOP LARGE - Rental	01	ANY	0.540
X2698	WHITE HAND TOWEL - Rental	01	ANY	0.066
X2700	TERRY TOWEL - Rental		ANY	0.066
X2701	#2 TERRY TOWEL - Rental	01	ANY	0.400
X27029	SIG AIR RFL CITRUS - Rental	04	ANY	0.000
X2720	BATH TOWEL-WHITE - Rental	01	ANY	0.158
X2740	KING BATH TOWEL - Rental	01	ANY	0.158
X2750	RIBBED TERRY TOWEL - Rental	01	ANY	0.101
X2855	DENIM APRON - Rental	01	ANY	0.430
X2964	STRIPE SWIPE TOWEL - Rental	04	ANY	0.087
X6923	FIBGLS WET MOP HANDL - Rental	01	ANY	0.000
X6924	WOOD DUST MOP HANDLE - Rental	01	ANY	0.000
X75528	BAGSTANDS X-FLAT - Rental	01	ANY	0.000
X75528	BAGSTANDS X-FLAT - Rental	04	ANY	0.000
X84030	3X10 GRAY MAT - Rental	01	ANY	2.754
X84330	3X5 GRAY MAT - Rental	04	ANY	2.203
X84330	3X5 GRAY MAT - Rental	02	ANY	1.652
X84330	3X5 GRAY MAT - Rental	01	ANY	1.102
X84335	3X5 BLACK MAT - Rental		ANY	1.102
X84335	3X5 BLACK MAT - Rental	02	ANY	1.652
X84430	4X6 GRAY MAT - Rental	01	ANY	2.203
X84430	4X6 GRAY MAT - Rental	04	ANY	4.406
X9207	SANIS BOWL CLIP SVC - Rental	01	ANY	1.020
X9440	BOX ALL PURPSE WIPER - Rental	04	ANY	8.670

- This agreement is effective as of the date of execution for a term of 36 months from date of installation.

- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- COD Terms \$ _____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Material X2964 % of Inventory 2.000 \$.580 EA.
- Automatic Lost Replacement Charge: Material _____ % of Inventory _____ \$ _____ EA.
- Make-Up charge \$ 2.500 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.033 per garment
- Artwork Charge for Logo Mat \$ _____
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Service Charge: \$ _____ per delivery.

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 8.000 per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage \$ 0.040 per garment. Premium Advantage \$ 0.060 per garment.
Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- Emblem Advantage \$ 0.050 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation..
- Prep Advantage \$ 0.04 per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other Any items in addendum supersede standard agreement.

/ _____ Initial and check box if Unilease. All garments will be cleaned by Customer.
Date

/ _____ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.
Date

/ _____ Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.
Date

Customer certifies that it is is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No. _____
By _____
Title _____
Accepted-GM: _____

CUSTOMER:
Please Sign Name _____
Please Print Name _____
Please Print Title _____
E-mail _____
Mark McDaniel _____
City Manager, City of Kerrville _____
mark.mcdaniel@kerrvilletx.gov _____

STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be thirty-six (36) months from the date of execution. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. To extent allowed by law, company and customer each agree to defend, indemnify, and hold the other harmless from claims for injury or property damage arising out of the performance of this contract, but only in proportion to and to the extent such injury or property damage is caused by or results from negligence of the indemnifying party.
10. **Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the remaining term except for good faith analysis where the City cannot appropriate funding. Customer shall also be responsible for any unpaid charges on Customer's account upon termination. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
12. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
13. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
14. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
15. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.
16. Company agrees to provide high quality customer service, including timely accurate deliveries.



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Cooperative Contract Portfolio

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Supplier	Contract Title	Contract Renewed Until	Potential Final Expiration	Lead Agency
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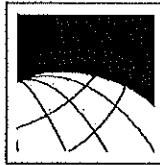
Facilities Management Products and Solutions

10/31/2023

10/31/2027

Prince William County Public Schools, VA





CONTRACT NUMBER: R-BB-19002

This Contract entered into this 13th day December, 2018 by, Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu

5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).
6. **PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30 days

7. TERMINATION FOR CONVENIENCE:

- 7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.
- 7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.
- 7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.
- 7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.
- 7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

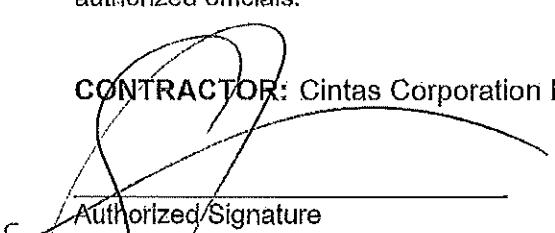
CONTRACTOR: Cintas Corporation No. 2

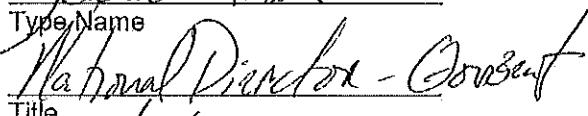
Authorized Signature

Type Name

Title

Date


Clario Jackson


National Director - Government

12/19/18

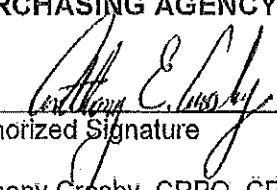
PURCHASING AGENCY:

Authorized Signature

Type Name

Supervisor of Purchasing

Title


12/11/18

Date



MEMORANDUM OF NEGOTIATIONS

R-BB-19002

Dated: November 13, 2018

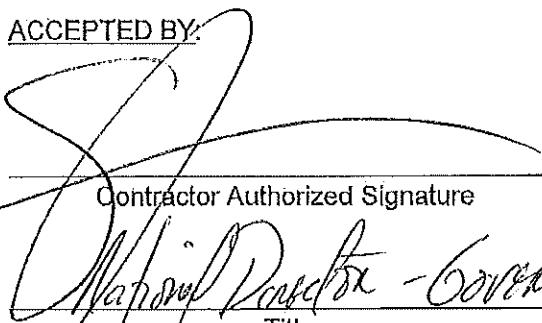
Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

- a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
- b. Contractor's proposal dated August 13, 2018;
- c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
- d. Contractor's best and Final Offer, dated October 5, 2018;
- e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.
- h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged

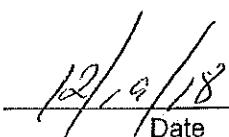
failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

- i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

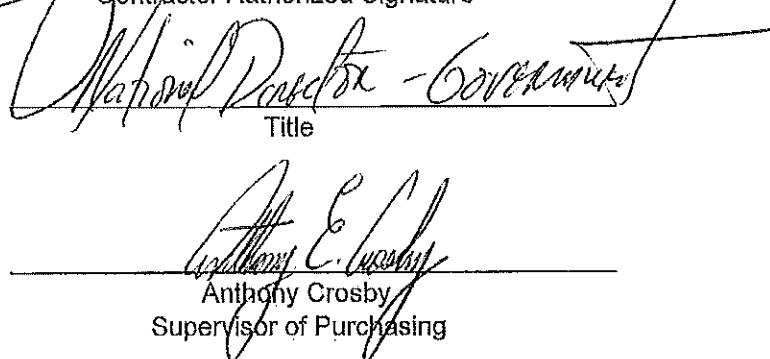
ACCEPTED BY:



Contractor Authorized Signature



12/19/18
Date



Anthony Crosby - Government
Title

Anthony Crosby
Supervisor of Purchasing



12/21/18
Date

Attachment A

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?

All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description	List Price	USC Pricing
D10	Small Dispenser		
D16	Medium Dispenser		
D20	Large Dispenser		
R110	Return Unit		
RX	Wall Mounted Unit		

The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?

Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?

Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is

[REDACTED]

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?

Yes, Yes

6. Do you work on Halon fire suppression systems?

Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a [REDACTED] discount, per the US Communities contract.

7. What is the price for the training programs you offer?

The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

Attachment A

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?

Bonnie Sletman
Sr. Procurement Agent
Manatee County Government, BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
T 941-749-3046 F 941-749-3034
bonnie.sletman@mymanatee.org

Matt Helm
Deputy Director of Purchasing
City of San Diego
Phone: 619-236-6104
mehelm@sandiego.gov

Kevin Mitchell, MBA
Budget and Procurement Director
Lackawanna County
200 Adams Ave.
Scranton, PA 18503
(P) - 570-963-6767
(F) - 570-963-6514
MitchellK@lackawannacounty.org
www.lackawannahcounty.org

Joseph Patterson, MPA, VCO
Department of Purchasing
Chesterfield County
Phone: 804.717.6307
PattersonJo@chesterfield.gov

Attachment A

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?

Since 2016, Fulling Implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?

Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?

About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?

We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?

Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?

Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?

It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?

Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.

Minimum stop Charge: [REDACTED] - this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least [REDACTED] Ex: Actual weekly rental is [REDACTED] for uniforms and mats. Customer is charged [REDACTED] as the "min stop charge" on top of the [REDACTED] To reach a total of [REDACTED] We normally suggest product additions to equal a min stop so the customer is paying for products/services.

Lockers: No charge

Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

Attachment A

on the plant to order, prep, set up the system and sew in the ID tag with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag: [REDACTED] The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: [REDACTED] this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable? Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is [REDACTED]. Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?

21. Do you offer "tall/Long" sizes?

We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?

Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions.

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?

Yes, this is negotiable with the contract.

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to [REDACTED] in 10 years.

Attachment A

25. Should Brent Schafer be listed as the Executive?

Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?

The L/R charge will also be reduced by [REDACTED]. See Link below to Cintas full catalog: www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?

Yes; Net 30 is Standard term.

28. Rubber Glove Addendum:

a. What company will be required to purchase from?

Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

b. No information listed in Schedule A. No pricing, etc.

See attached excel document with pricing. The addendum was a blank template.

c. Will they test gloves already in use, or do we have to purchase the gloves new from them to get the testing completed?

No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:

d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the Instructor per class or one time charge for multiple classes? The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the Instructor is per class.

e. Line 65908 – What are normal hours and excess hours?

Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.

Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention “minimal” charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.

[REDACTED] Updated document.

Attachment A

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. This was discussed on the teleconference on September 13. See question 17, this charge should be removed.

██████████ Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable, is this negotiable? This should be called minimum order size, not minimum stop charge.

Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? Please provide us with a full catalog that the discount by category will be taken from.

Catalog is online and can be accessed with link: www.shopclntas.com Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.

Yes, Net 30 is standard term. Updated document.

Contract #R-EB-19002 - FACILITIES MAINTENANCE SOLUTIONS
 DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental		Citrus has committed to US Communities participating public agencies
2 Uniform Leasing		a 10% discount off of National Account Book Pricing for all items.
3 Uniform Purchase		National Account book pricing is, generally, [REDACTED] off of local pricing structure.
4 Shoe Purchase		
5 Mat/Mop Rental		
6 Mat/Mop Leasing		
7 Mat/Mop Purchase		
8 Restroom Supplies		
9 Restroom Services		
10 Deep Cleaning Services		Can vary by product. Minimum savings listed
11 First Aid/Safety Supplies		
12 AEDs		
13 Fire Protection Services		Can vary by product. Minimum savings listed
14 Promotional Products		
15 Miscellaneous		
16 Other		

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Contract #R-BG-18002 - FACILITIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

Deep Clean:

Set Up Charge	Anytime we have to use the truck to clean a customer						
Track Movement Charge	Anytime we have to move the truck during a service.						
Floor Change per Floor	Anytime/All times we have to change floors during a service.						
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour						
Spotting Price per Hour	Used if we are asked to spot only during a service						
Mileage Charge	Charge per Mile Outside of 60 Minutes from the location						
Minimum Stop Charge	Minimum amount we have to invoice to service the account						
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour						
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service						

Garment Rental:

Minimum Order Size	\$		
Lockers	\$		
Make Up -Waived on initial installation and for the 1st 30 days of service	\$		
Emblem -Waived on initial installation and for the 1st 30 days of service	\$		
Name Tag	\$		
Size Premium (starting at 2XL)	\$		

DEEP CLEANING

Service Description	Description	Price	Pricing Detail
Carpet			
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish		
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish		
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount		
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable		
Standard Carpet Cleaning	4 Step - PARR Process - Portable		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable		
Wool Carpet Cleaning	2 Step - Prespray and Rinse		
Carpeted Steps	Cleaning Only		If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step		
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning		
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning		
Few Motors Process	PreRotScrub, Prespray, Agitate, Respray Spots (No Vacuuming)		Any vacuuming required is in addition to the sq ft price
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount		
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount		
Standard Tile	4 Step - PARR Process >2" - Truck Mount		
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount		
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning		
Color Seal (After Cleaning)	Color Seal < 2" Tile		
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile		
Color Seal (After Cleaning)	Color Seal > 8" Tile		
Kitchen Cleaning	Used anytime we clean a kitchen. Does not include Sealer		
Standard Tile	5 Step - PARR Process plus Sealer - Portable		
Standard Tile	5 Step - PARR Process 2" or Less - Portable		
Standard Tile	4 Step - PARR Process >2" - Portable		
Standard Tile	4 Step - PARR Process 2" or Less - Portable		
Concrete Cleaning	Interior - Truck Mount Only		
Concrete Cleaning	Exterior - Truck Mount Only		
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Idleage Charge	Charge per M&O Outside of 60 Minutes from the location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		
Restroom Cleaning - Sanit. UltraClean	Touchless Restroom Cleaning that sanitizes and removes soiled from all surfaces, floors & fixtures		Base Charge - Weekly and Every Other Week \$35.00; Monthly \$55.00

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Uniform Periodic Dates
Discounts range from 20% to 33% of National Book Rate.
All prices shown are net-to-customer rates

Item Number	Make	Supplier/Item Number	UCM	Description	Discount from List Price	Discount from Manufacturer's List Price	Price for Direct Purchase	Price for Direct Purchase including Freight	Price for Direct Purchase including Freight including Duty
1. Cintas		935	EA	Comfort Work Shirts 65/35 Poly/Cotton					
2. Cintas		273	EA	High Image Work Shirts 65/35 Poly/Cotton					
3. Cintas		65273	EA	High Image Work Shirts 65/35 Poly/Cotton					
4. Cintas		945	EA	Comfort Work Pants 65/35 Poly/Cotton					
5. Cintas		855	EA	Planned Comfort Work Pants 65/35 Poly/Cotton					
6. Cintas		270	EA	Comfort Work Camp Pants 65/35 Poly/Cotton					
7. Cintas		370	EA	Comfort Work Cargo Shorts 65/35 Poly/Cotton					
8. Cintas		205	EA	Womens Comfort Work Shirts 65/35 Poly/Cotton					
9. Cintas		350	EA	Cotton Work Shirt 100% Cotton					
10. Cintas		340	EA	Cotton Work Pants 100% Cotton					
11. Cintas		394	EA	Jean Pant 100% Cotton					
12. Cintas		85270	EA	Chef Coat 65/35 Poly/Cotton					
13. Cintas		71125	EA	Chef Coat 2 Water Chef Pants w/ Drawstring 65/35 Poly/Cotton					
14. Cintas		835	EA	Food Processing Shirt White/Blue (no pockets, ribbed) 65/35 Poly/Cotton					
15. Cintas		974	EA	Executive Dress Shirt 57/43 Poly/Cotton					
16. Cintas		275	EA	High Image Performance Polo Shirt 100% Microfiber Poly					
17. Cintas		65275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly					
18. Cintas		350	EA	Womens Fit Camisole Work Pant (Satin)					
19. Cintas		395	EA	Womens Fit Camisole Work Pant					
20. Cintas		250	EA	Fire-Kidz 2-6 Shirts - Moisture Wicking 50/50 Poly					
21. Cintas		268	EA	Fire-Kidz Tee Shirt 100% Poly					
22. Carhartt		970	EA	Lined Service Jacket 65/35 Poly/Cotton					
23. Carhartt		356	EA	High Image Jacket 65/35 Poly/Cotton					
24. Carhartt		912	EA	Coverall 7.5 oz 65/35 Poly/Cotton					
25. Carhartt		925	EA	White Lab Coat 80/20 Poly/Cotton					
26. Carhartt		32497	EA	White Polyester Butcher Coat 100% Poly					
27. Carhartt		384	EA	Carhartt Shirt 30/70% Cotton					
28. Carhartt		381	EA	Carhartt Pocket Jean 100% Cotton					
29. Carhartt		382	EA	Carhartt Carpenter Jean 100% Cotton					
30. Carhartt		385	EA	Carhartt Workpants 100% Cotton					
31. Carhartt		280	EA	Flame Resistant Jean					
32. Carhartt		250	EA	Flame Resistant Carpenter Jean					
33. Carhartt		254	EA	Flame Resistant Work Shirt					
34. Carhartt		371	EA	Flame Resistant Work Pant					
35. Carhartt		351	EA	Flame Resistant Coverall					
36. Happy Chef		517	EA	Food Service, Chef Coat 75/25					
37. Happy Chef		67027	EA	Food Service, V-Neck Apron One Size					
38. Happy Chef		317	EA	Food Service, Petalite Chef Coat 75/25					
41. Cintas		10196	EA	3x3 Traffic Vest					
42. Cintas		10021	EA	2x2 Safety Vest					
43. Cintas		28021	EA	3x3 Safety Vest					
44. Cintas		84502	EA	3x3 Safety Vest					
45. Cintas		54511	EA	3x3 Safety Vest					
46. Cintas		55115	EA	24/24 Smith Web/Mop					
47. Cintas		55821	EA	Flame Mop					
48. Cintas		55811	EA	Dual Chamber Mop/Brush					
49. Cintas		7116	EA	22" Microfiber Mop Head					
50. Cintas		2001	EA	36" Microfiber Mop Head					
51. Cintas		7245	EA	Microfiber Mop Handle					

Proposed of Price/Equipment						
Item Number	Model	Supplier Item Number	Description	Discount (percentage from Discount by Category)	Current Ceiling Price	Make/Model of Quoted Item (if different)
1	Cheftec	935	EA	Comfort Workshirt 65/35 Poly/Cotton		
2	Cheftec	273	EA	High-Image Work-Shirt 65/35 Poly/Cotton		
5	Cheftec	66273	EA	High-Image Women's Work Shirt 65/35 Poly/Cotton		
4	Cheftec	945	EA	Comfort Work Pant 65/35 Poly/Cotton		
5	Cheftec	365	EA	Planned Comfort Work Pant 65/35 Poly/Cotton		
6	Cheftec	270	EA	Comfort Work-Capto Pant 65/35 Poly/Cotton		
7	Cheftec	370	EA	Comfort Work-Capto Short 65/35 Poly/Cotton		
8	Cheftec	205	EA	Women's Comfort Work-Shirt W/ Pockets 65/35 Poly/Cotton		
9	Cheftec	350	EA	Cotton Work Shirt Long Cotton		
10	Cheftec	340	EA	Cotton Work Pant 100% Cotton		
11	Cheftec	394	EA	Jean Pant 100% Cotton		
12	ChefWorks	33570	EA	ChefWorks Men's Chef Coat 65/35 Poly/Cotton Rental Only		
13	ChefWorks	71725	EA	Elastic Waist Chef Pant w/ Drawstring 65/35 Poly/Cotton		
14	Cheftec	833	EA	Food Processing Shirt White (Blue for pockets, trimmers)		
15	Cheftec	374	EA	Butcher Dress Shirt 55/45 Poly/Cotton		
16	Cheftec	275	EA	High-Image Performance Polo Shirt 100% Microfibre/Poly		
17	Cheftec	66275	EA	Men's High-Image Performance Polo Shirt 100% Microfibre/Poly		
18	Cheftec	390	EA	Women's Fit Comfort Work Pant 65/35 Poly/Cotton (Slit)		
19	Cheftec	395	EA	Women's Fit Comfort Work-Vest 65/35 Poly/Cotton		
20	Cheftec	259	EA	Planned Polo Shirts Moderate Midline 100% Poly		
21	Cheftec	268	EA	Planned Polo Shirts 100% Poly		
22	Cheftec	970	EA	Lined Service-Jacket 65/35 Poly/Cotton		
23	Cheftec	366	EA	High-Image Jacket 65/35 Poly/Cotton		
24	Cheftec	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton		
25	Cheftec	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only		
26	Cheftec	63497	EA	White Protective Butcher Coat 100% Poly		
27	Cheftec	384	EA	Cheftec Shirt 100% Cotton Rental Only		
28	Cheftec	381	EA	Cheftec Pockets Jeans 100% Cotton Rental Only		
29	Cheftec	382	EA	Cheftec Carpenter Jeans 100% Cotton Rental Only		
30	Cheftec	383	EA	Cheftec Work Pants 100% Cotton Rental Only		
31	Cheftec	280	EA	Cheftec FR Jean Rental Only		
32	Cheftec	290	EA	Cheftec FR Carpenter-Jean Rental Only		
33	Cheftec	294	EA	Cheftec FR Work Shirt Rental Only		
34	Cheftec	371	EA	Cheftec FR Work Pant Rental Only		
35	Cheftec	381	EA	Cheftec FR Overall Rental Only		
36	Happy Chef	3801	EA	Happy Chef Food Service, Full Size XL	56953	Chef's Shopper Snap Poly Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat XL	105452	Chef's Classic Chef Coat Direct Sale
38	Happy Chef	57622	EA	Happy Chef Food Service, V-neck Apron, One Size	222976	Chef's Bib Apron Direct Sale
39	Happy Chef	917	EA	Happy Chef Food Service, Female Chef Coat S/L	106548	Chef's Classic Chef Coat Women's Direct Sale
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Standard (Beard)	705644	Unibonnet FR Point Direct Sale
41	Happy Chef	100446	EA	Happy Chef Food Service, Skull Cap, Hat, Top-charge	3723	RecruitPlus FR Overall Direct Sale

Hand & Head Protection Program Options			
Cintas Item Number	Hand Protection Program	Lease/Week	LR Rates
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		
869320350	11" Class 00 Rubber Insulating Gloves - Black		
754910300	ARC Guard FR Knit Glove		
869380000	10" Leather Protectors		
601960600	Canvas Glove Bag		
	Hand Protection Weekly Cost	\$	
Head Protection Program			
601940000	Clear Safety Glass		
745030300	12cal PureView Faceshield		
745010000	MSA Slotted Hard Hat - White		
823370200	12cal Balaclava - NAVY		
744370260	Electric Gear Bag		
	Head Protection Weekly Cost	\$	
	Total Program Weekly Cost	\$	

Available Glove Sizes 8-12

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SAFETY ITEMS

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM
1	CINTAS	280020	LENS/SCREEN PADS	EA	100
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2
4	CINTAS	1119260	ALLERGY RELIEF	BOX	2/1 Dent blister packs
5	CINTAS	1212220	ALEVE SMALL	BAG	5 packets
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets
9	CINTAS	112039	COLD RELIEF	BOX	40 packets
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets
13	CINTAS	150110	TWEETERS, METAL	PAC	3 tweezers
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs
17	CINTAS	102435	IPRAN SMALL	BAG	10 packets
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets
19	CINTAS	1119250	ANTI-DIARRHEAL	BOX	12 caplets
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages
21	CINTAS	164040	COOL & SOOTHE	BOX	6 packets
22	CINTAS	111579	PAIN AWAY X-	BAG	25 packets
23	CINTAS	43628	WATERPROOF CLEAR	BOX	30 bandages
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets
28	CINTAS	112029	COLD RELIEF	BAG	25 packets
29	CINTAS	44429	LARGE PATCH 2"X3"	BOX	15 bandages



Item	Description	Comment	Qty	California Price	USG Pricing (from PDF)
Services:					
SC	Minimum Order Size per stop	Per stop.	ea		
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20lb	Per unit.	ea		
Unit Test, Recharge and Repair Parts:					
NSDC2.5	2.5lb Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stern, Service Collar and Six Year Internal Maintenance labor.	ea		
NSDC5	5lb Stored pressure Dry Chemical - Six Year Test	Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
NSDC10	10lb Stored pressure Dry Chemical - Six Year Test	Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
NSDC20	20lb Stored pressure Dry Chemical - Six Year Test	Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
NHDC2.5	2.5lb Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stern, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
NHDC5	5lb Stored pressure Dry Chemical - Hydrostatic Test	Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
NHDC10	10lb Stored pressure Dry Chemical - Hydrostatic Test	Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
NHDC20	20lb Stored pressure Dry Chemical - Hydrostatic Test	Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
NRDC2.5	2.5lb Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
NRDC5	5lb Stored pressure Dry Chemical - Recharge	Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
NRDC10	10lb Stored pressure Dry Chemical - Recharge	Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
NRDC20	20lb Stored pressure Dry Chemical - Recharge	Does not include parts not specifically listed or applicable inspection (IN) Price	ea		
EFPIN	Pull Pin	Per unit.	ea		
New Extinguishers:					
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
2.5# ABC Ext	2.5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
Emergency Light Parts and Services:					
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea		
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea		
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea		
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea		
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea		
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea		
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea		
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea		

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Item	Description	California			% Savings From US Price
		US Price	US Price	USC Price	
Inspection & Parts					
INKS	Kitchen System Inspection - single or first tank	Per system.	ea		
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea		
EELINK	Fusable Link	Per unit.	ea		



Item	Description	Comment	California		USC Price
			Qty	Price	
Inspection & Parts					
INSPW	Annual Sprinkler inspection Wet - Initial Riser	Per riser.		ea	
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.		ea	
INSPBFIRE	Fire line backflow test per valve	Per unit.		ea	
INSPD	Sprinkler Inspection (Dry)	Per riser.		ea	
INSPBFDO	Inspection Back Flow - Domestic or Irrigation (per	Per unit.		ea	

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT TO EXCEED RATES.



Item	Description	Inspection & Parts		Comment	Qty	California Price	USC Pricing
		Per panel.	ea				
INFA	Annual Fire Alarm System Inspection						
INFAD	Devices Per Device (smoke det., bell, horn, strobe, pull station)	Per device.	ea				
INFADD	Duct Detectors	Per unit.	ea				

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea		
Labor - Overtime	ea		
Labor - Weekend/Holiday	ea		
Emergency Service Call	ea		

Cintas First Aid Training List
 for U.S. Communities
 #R-BB-19002

Course Material(s) (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	U.S. Communities Contract Ceiling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (Heartsaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	\$ [REDACTED]	Per Class
65013	CPR/FIRST AID/AED/BPP COURSE	1	Days	2	Years	AHA	9	\$ [REDACTED]	Per Class
65003	BPP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	\$ [REDACTED]	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	\$ [REDACTED]	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	\$ [REDACTED]	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	\$ [REDACTED]	Per Class
65015	CPR/FIRST AID/AED (PER STUDENT)	7	Hours	2	Years	AHA	min 8	\$ [REDACTED]	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	\$ [REDACTED]	Per Person
65018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	\$ [REDACTED]	Per Person
65019	BLS (CPR (PER STUDENT))	5	Hours	2	Years	AHA	min 8	\$ [REDACTED]	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	\$ [REDACTED]	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	\$ [REDACTED]	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	\$ [REDACTED]	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	\$ [REDACTED]	Per Person

*CPR/Fist Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

**Course hours are based on adult only courses and will be longer if pediatric training is done.

***Open Enrollment classes are based on local schedules and availability.

****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING:

650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	\$ [REDACTED]	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	\$ [REDACTED]	Per Person
650303	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	\$ [REDACTED]	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	\$ [REDACTED]	Per Person
650323	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	\$ [REDACTED]	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	\$ [REDACTED]	Per Person

CLASSROOM SAFETY TRAINING:

65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	\$ [REDACTED]	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	\$ [REDACTED]	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	\$ [REDACTED]	Per Class
65208	ORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	\$ [REDACTED]	Per Class
65209	ORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	\$ [REDACTED]	Per Person
652091	ORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	\$ [REDACTED]	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	\$ [REDACTED]	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	\$ [REDACTED]	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	\$ [REDACTED]	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ [REDACTED]	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	\$ [REDACTED]	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	\$ [REDACTED]	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	\$ [REDACTED]	Per Class
65221	SLEPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	\$ [REDACTED]	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	\$ [REDACTED]	Per Class
65225	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	\$ [REDACTED]	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ [REDACTED]	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	\$ [REDACTED]	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	\$ [REDACTED]	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	\$ [REDACTED]	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	\$ [REDACTED]	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	\$ [REDACTED]	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ [REDACTED]	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	\$ [REDACTED]	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	\$ [REDACTED]	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	\$ [REDACTED]	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	\$ [REDACTED]	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	\$ [REDACTED]	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	\$ [REDACTED]	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	\$ [REDACTED]	Per Person

65500	RESPIRATOR FIT TESTING	.20	Minutes	1	Years	CINTS	0	\$	Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	\$	Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	\$	Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	\$	Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	\$	Per Person
65505	CLASS CANCELLATION FEE	0	None	0	None	CINTS		\$	
65506	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		\$	Per Class
65508	AFTER HOURS FEE	0	None	0	None	CINTS		\$	Per Class

Start your workday with a trusted leader

By relying on Cintas to help keep them at their professional best, public agencies receive an excellent value when it comes to depth and quality of offerings, cost-effectiveness and customer service. Let Cintas be the single source you depend on for solutions that help you stay **ready**TM with an efficient clean, safer workplace and positive image.



UNIFORMS & APPAREL

See the positive impact uniforms can have on your staff. With a Cintas full-service uniform rental program, there is no laundry to do, no uniforms to buy, and no repairs to waste your time and money.

Our uniforms do more than make a great first impression – they build name recognition for your public agency. When your employees look good, morale increases, leading to greater productivity and a stronger sense of teamwork.

- Women's Workwear
- Chef Works[®] Culinary Apparel
- High Image Apparel
- Carhartt[®] Rental
- Flame Resistant Clothing
- High Visibility Clothing



UNIFORM PURCHASE

With stylish, comfortable apparel, your employees will project their most professional image. Whether you opt for our ready-to-wear or custom garments, you can count on our award-winning collections to help you create a branded look that sets your public agency apart.

Cintas is your one-stop source for retail inspired workwear creating a branded look your competitor's can't match.

- Suiting
- Culinary
- Outerwear and Workwear
- Custom Tailored Shirts and Pants
- Scrubs
- Headwear and Accessories



For more information to get started contact Cintas at OmniaPartners@cintas.com.

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and/or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the flame-resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and/or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

Trusted service you can count on

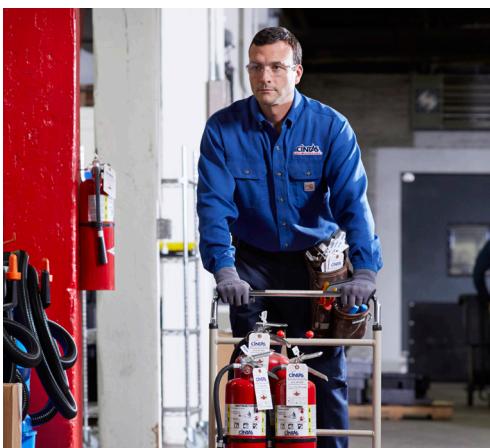


FIRST AID & SAFETY

You're busy running your public agency, but you also make safety a priority. We're here to make it simpler for you. Cintas can help you save time by offering on-site and online training and delivery of first aid, safety and PPE equipment.

We help keep your public agency safe with a variety of first aid and safety products and services that meet your needs.

- First Aid Supplies
- AED Products and Services
- Safety Supplies & PPE
- Training and Compliance

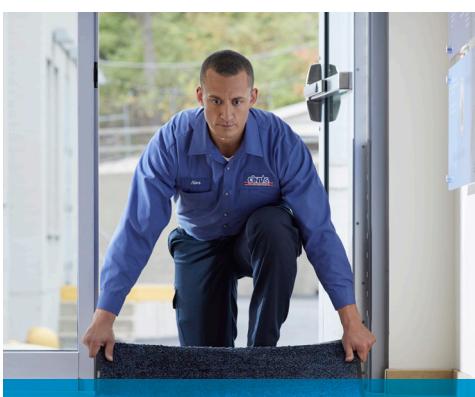


FIRE PROTECTION

You've spent days, weeks, years focused on helping your public agency grow and thrive. You need a trusted fire service provider to help you make sure your facilities are prepared and protected.

Get **ready**™ with cutting edge technology, detailed processes and our trained technicians. We truly have a passion for helping you protect your people and property.

- Extinguisher Inspection
- Fire Extinguisher Training
- Fire Alarm Panel
- Kitchen Suppression
- Fire Sprinkler Systems
- Fire Alarm Monitoring
- Emergency & Exit Lights
- Hazard Suppression



FACILITY SERVICES

A complete program provides a consistently better level of clean and will help improve operational efficiency.

Present a positive first impression. Cintas facility services offers a variety of products and services to provide the clean image you want in less time.

- Mat, Mop and Towel Services
- Restroom Supplies
- Restroom Cleaning
- Cleaning Chemicals
- Microfiber Cleaning Tools
- Tile & Carpet Cleaning
- Coil Cleaning
- Parts Cleaner

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of gloves and personal protective equipment from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the protective or flame-resistant qualities of the items or with respect to the fitness or suitability of the items for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and/or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.



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

SUBJECT: Execute a deductive change order for the Legion Lift Station project.

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Sep 16, 2020

SUBMITTED BY: Kyle Burow

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
-\$161,704.00	\$1,700,661.23	\$9,850,000.00	Project Number: 71-17004

PAYMENT TO BE MADE TO: Keystone Construction

Kerrville 2050 Item?	Yes
Key Priority Area	W - Water / Waste-Water / Drainage
Guiding Principle	W5. Update and maintain the City's long-range plan for wastewater management, addressing and prioritizing infrastructure needs and identifying funding sources
Action Item	W5.3 - Replace Legion Lift Station for reliability and greater capacity to accommodate growth

SUMMARY STATEMENT:

In February 2019, the City contracted with Keystone Construction to construct a wastewater lift station and force main to replace the old Legion lift station near the Loop 534 and Highway 27 intersection. The old lift station was operating at its capacity of 5.76 MGD (4,000 gpm) and has been replaced by the new lift station with an operating capacity of 9.0 MGD (6,250 gpm), facilitating an almost doubling of available capacity and enabling development in over a third of the Kerrville community that otherwise would not have been possible. Keystone Construction was deemed substantially complete with the new lift station construction on May 6, 2020 and worked on punchlist items while completing pump testing. The project has now been fully completed and the closeout of the project involves a deductive change order in the amount of \$161,704.00 for items not utilized by Keystone Construction to finalize contractual obligations for construction. State law and City policy

requires any change order (additive or deductive) over \$50,000 be approved by the City Council. The balance of the funding for this project, which was primarily funded via a loan program with the Texas Water Development Board (TWDB), is intended to be reallocated to other identified wastewater collection system capital projects. The prioritization of these projects is anticipated to be reviewed with the City Council in Fall 2020.

RECOMMENDED ACTION:

Authorize the City Manager to execute a deductive change order.



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

SUBJECT: Minutes for the City Council meeting held September 8, 2020.

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Aug 05, 2020

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20200922_Minutes_City Council regular meeting 6pm 9-08-20.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
0	0	0	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 for the City Council meeting held September 08, 2020 at 6:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
SEPTEMBER 8, 2020**

On September 08, 2020, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn in the Cailloux City Center at 910 Main Street. The invocation was offered by Councilmember Judy Eychner, followed by the Pledge of Allegiance led by Councilmember Eychner.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Judy Eychner	Councilmember, Mayor Pro Tem
Kim Clarkson	Councilmember
Gary Cochrane	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 Cunyus	Public Information Officer
Amy Dozier	Chief Financial Officer
Guillermo Garcia	Executive Director for Innovation
David Knight	Chief of Police
Kim Meismer	Executive Director for General Operations
Dannie Smith	Fire Chief
Charvy Tork	Director of Information Technology

VISITORS PRESENT: The September 08, 2020 City Council meeting was the first meeting open to citizens since March 2020, due to the COVID-19 pandemic restrictions and the Governor's Disaster Declaration on March 16, 2020; in addition, public participation and engagement was offered through telephone, written comments, and by email. A list of the citizens physically present during the meeting is on file in the City Secretary's Office for the required retention period.

The Zoom Toll-free numbers were not functioning per Zoom, and have been deactivated by Zoom. The two alternative Zoom telephone numbers listed on the agenda were functioning.

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

2. PRESENTATIONS:

2A. Kerrville Kindness award.

Mayor Blackburn presented the Kerrville Kindness award to area restaurants: Cartewheels, The Humble Fork, Monroe's East Side Grill, Pint & Plow, and Rails (A Café at the Depot).

2B. Recognition of Chief David Knight.

Mark McDaniel presented a Certificate of Recognition to Chief David Knight for twenty-five years of dedicated service to the citizens of Kerrville.

The following person(s) spoke:

- Renee Lafaso

2C. Recognition and commendations for termed Board members.

Mayor Blackburn presented commendations of recognition to Board members who have served and termed as City Board members: Kerrville Public Utility Board of Directors Fred Gamble, April 2020; Kerrville – Kerr County Joint Airport Board Bill Wood, May 2020; Economic Improvement Corporation Kenneth Early, June 2020; and Kerrville Recovery Community Coalition Steve Pautler, July 2020.

3. VISITORS FORUM:

The following persons spoke:

- Bruce Stracke
- Jerry Wolff

4. CONSENT AGENDA:

Councilmember Gary Cochrane made a motion to approve the consent agenda items 4A, 4B, 4C, and 4D, and Councilmember Eychner seconded. The motion passed 5-0.

4A. Agreement with Clean Harbors to conduct annual Household Hazardous Waste collection (HHW) events through 2023.

4B. Purchase of Public Library technology infrastructure and Public Library computers.

4C. Minutes for the City Council workshop held August 25, 2020.

4D. Minutes for the City Council meeting held August 25, 2020.

END OF CONSENT AGENDA

Mayor Blackburn shifted the *Consideration and Possible Action* item 6A forward.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Appeal to administrative decisions and interpretations of Chief Building Officer and Fire Code Official for 1001 Water Street, Suite G.

Shelley McElhannon read item 6A caption into record.

Guillermo Garcia presented information and responded to questions. Citizen L. Brent Bates presented his appeal to City Council after appealing to the Building Board of Adjustment and Appeals Board, and responded to questions by City Council.

The following person(s) spoke:

- Jeff Finley

Councilmember Cochrane made a motion to uphold the administrative decisions and interpretations of the Chief Building Officer and the Fire Code Official and deny the appeal, seconded by Councilmember Eychner. The motion to deny passed 5-0.

5. ORDINANCES, SECOND READING:

5A. Ordinance No. 2020-16. Second reading. An Ordinance adopting the annual budget for the City of Kerrville, Texas, Fiscal Year 2021; providing appropriations for each City department and fund; containing a cumulative clause; and containing a savings and severability clause.

Shelley McElhannon read Ordinance No. 2020-16 caption into record. Mark McDaniel and E.A. Hoppe responded to questions.

The following person(s) spoke:

- George Baroody

Councilmember Eychner made a motion to approve Ordinance No. 2020-16, seconded by Councilmember Cochrane. This motion was passed and approved on second reading, the vote recorded as follows:

	<u>YES</u>	<u>NO</u>
Bill Blackburn, Mayor	X	_____
Gary Cochrane, Place 1	X	_____
Kim Clarkson, Place 2	X	_____
Judy Eychner, Place 3	X	_____
Delayne Sigerman, Place 4	X	_____

5B. Ordinance No. 2020-17. Second reading. An Ordinance levying an ad valorem tax for the use and the support of the Municipal Government for the City of Kerrville, Texas, for Fiscal Year 2021; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid.

Shelley McElhannon read Ordinance No. 2020-17 caption into record.

The following person(s) spoke:

- Bruce Stracke – declined when called

Councilmember Eychner made a motion to approve Ordinance No. 2020-17, seconded by Councilmember Delayne Sigerman. This motion was passed and approved on second reading, the vote recorded as follows:

	YES	NO
Bill Blackburn, Mayor	X	_____
Gary Cochrane, Place 1	X	_____
Kim Clarkson, Place 2	X	_____
Judy Eychner, Place 3	X	_____
Delayne Sigerman, Place 4	X	_____

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Appeal to administrative decisions and interpretations of Chief Building Officer and Fire Code Official for 1001 Water Street, Suite G. (L. Brent Bates).

This item was shifted forward on the agenda following item 4 Consent Agenda. This appeal was denied 5-0.

6B. Resolution No. 18-2020. A Resolution amending the City of Kerrville Fee Schedule by revising fees charged for various services and uses provided or offered by the City.

Shelley McElhannon read Resolution No. 18-2020 caption into record.

Councilmember Kim Clarkson made a motion to approve Resolution No. 18-2020, and Councilmember Cochrane seconded. The motion passed 5-0.

6C. Killdeer Mountain Manufacturing Business Development Project, to include the following agreements: (a) Economic Development Grant and Real Estate Purchase Agreement. (b) Economic Development Incentive Grant Agreement with EIC. (c) Chapter 380 Economic Development Agreement between the City of Kerrville, Texas, and the City of Kerrville Economic Improvement Corporation. (d) Economic Development Incentive Agreement between the City of Kerrville, Texas, and the Killdeer Mountain Manufacturing Inc. (e) Kerrville Public Utility Board Loan Agreement.

Shelley McElhannon read item 6C caption into record.

Mark McDaniel presented information, and Mark McDaniel and Mike Hayes responded to questions.

The following persons spoke:

- Danny Almond
- John Anderson
- Don Barnett
- George Baroody
- Kent McKinney
- Maggie Megee
- Mike Wittler
- Aaron Yates – decline when called

- Kristin Hedger – spoke over Zoom
- Gil Salinas with KEDC

Councilmember Eychner made a motion to approve and authorize the City Manager to finalize and execute the agreements with Killdeer Mountain Manufacturing, with EIC, and with KPUB substantially in the form presented, and Councilmember Sigerman seconded. The motion passed 5-0.

7. INFORMATION AND DISCUSSION:

7A. Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

Shelley McElhannon read item 7A caption into record.

Fire Chief Dannie Smith presented information and responded to questions.

8. ITEMS FOR FUTURE AGENDAS:

- Commended and recognized Dr. Mark Faust for establishing additional safety procedures in the Kerrville Independent School District, and providing a feeling of calm, security, and relief when school started in Kerrville. (Councilmember Clarkson)
- Protection of the natural beauty of our area. (Mayor Blackburn)

9. EXECUTIVE SESSION:

City Council did not convene Executive Session.

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

No action.

ADJOURN. The meeting adjourned at 7:52 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: Ordinance No. 2020-18. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas. Such Chapter more commonly known as the City's Zoning Code; by amending the Zoning Code to include adding new definitions, amending regulations regarding front yard setbacks, clarifying uses within Residential Transition Zoning Districts (RT) and the Airport Zoning District, revising the formula for determining parking spaces for multi-tenant buildings, clarifying administrative processes, deleting requirements for specific building materials, and other amendments as provided.

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Sep 15, 2020

SUBMITTED BY: Drew Paxton

EXHIBITS: [20200922_Ordinance_2020-18 Amending Chapter 60 Zoning Code.pdf](#)
[20200922_Ordinance_2020-18 Amending Chapter 60 Zoning Code parking.pdf](#)
[20200922_Ordinance 2020-18_Amending Zoning Code Land Use Table_2020_blueline.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	C - Community / Neighborhood Character and Place Making
Guiding Principle	C5. Establish clear guidelines for code enforcement and zoning, educate the public on the value and importance of property maintenance, and focus on proactive code enforcement and maintaining minimum property standards.

Action Item

SUMMARY STATEMENT:

Upon the adoption of the Kerrville Zoning Code in 2019, City Council requested a continual review of the application of the code and, if necessary, an update to the Zoning Code at

least six months after implementation. The following updates are items that have been brought up through the application of the Zoning Code to several projects over the past year.

Each item was introduced to Council during a workshop on July 14th and then through a public hearing with the Planning and Zoning Commission on August 20th.

Through the City Council workshop and P&Z Commission public hearing, the items listed for updates have been reviewed and refined. A few items related to reduced parking requirements have been removed and may be reviewed at a later date.

RECOMMENDED ACTION:

Approve Ordinance No. 2020-18 on first reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2020-18**

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 AMENDING THE ZONING CODE TO INCLUDE ADDING NEW DEFINITIONS, AMENDING REGULATIONS REGARDING FRONT YARD SETBACKS, CLARIFYING USES WITHIN RESIDENTIAL TRANSITION ZONING DISTRICTS (RT) AND THE AIRPORT ZONING DISTRICT, REVISING THE FORMULA FOR DETERMINING PARKING SPACES FOR MULTI-TENANT BUILDINGS, CLARIFYING ADMINISTRATIVE PROCESSES, DELETING REQUIREMENTS FOR SPECIFIC BUILDING MATERIALS, AND OTHER AMENDMENTS AS PROVIDED HEREIN; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, on August 27, 2019, City Council adopted Ordinance No. 2019-17, which adopted the City's Zoning Code, hereafter referred to as the Zoning Code, as effective on October 1, 2019; and

WHEREAS, Ordinance No. 2019-17 required City staff to report back to Council within 180 days of its adoption as to the implementation of the Zoning Code to include any recommended amendments; and

WHEREAS, staff reported back to the City Council as to the implementation and recommended amendments, which included input from the Joint Airport Board; and

WHEREAS, pursuant Section 60-73 of the Zoning Code, and in accordance with Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on September 22, 2020, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in a number of amendments to the Zoning Code as provided herein; and

WHEREAS, on September 22, 2020, City Council held a public hearing on various zoning amendments referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

SECTION ONE. Sec. 60-17 of the Zoning Code is amended with deletions indicated by red, strikeout (~~deleted~~) and additions indicated by blue, underline (addition) as follows:

“Sec. 60-17. - Terms defined.

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Aircraft maintenance means the repair, adjustment or inspection of aircraft. Major repairs include alterations to the airframe, power plant, propeller and accessories. Minor repairs include normal, routine annual inspections with attendant maintenance, repair, calibration, or adjustment or repair of aircraft and their accessories.

Aircraft sales means the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and the provision of such repairs, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.

Aviation service and repair means commercial or industrial uses that are related to aviation and require direct access to an airport facility or aviation services, including assembly or sale of aircraft, air frames, air craft engines, aircraft parts or associated components, radios or navigational equipment, and similar products or services.

Aviation Facilities means landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales, and rental of aircraft, including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security.

Bed and Breakfast Inn means a facility, located within a nonresidential zoning district, offering short-term lodging for compensation in up to twenty (20) rooms used for lodging, and which may provide meals to those who receive lodging only.

Church, temple, mosque, or place of worship means any structure used principally for regular assembly for religious worship and those uses or activities which are customarily associated with the worship facility, such as a rectory/parsonage or living quarters for the principal religious leader at the facility, social centers, fellowship halls, classrooms for religious instruction, and including schools, day care, and other uses affiliated with the place of worship, provided they are on the same lot as the main sanctuary, contiguous lots, or adjacent lots within the same block.

Development Standards means regulations adopted by the City regarding certain development-related improvements, such as lighting, signage, landscaping, parking, and other similar elements. See Appendix B.

Height means the vertical distance measured from grade to the highest roof surface, average height of the highest roof surface or to the highest point of any structure erected on a roof of a building, whichever is greater; provided, however, church spires, belfries, communication antennae, and water towers shall not be considered when determining the maximum height of a structure, and excluding parapet walls less than four feet in height, chimneys, cooling towers, elevator equipment, mechanical equipment rooms, ornamental cupolas, standpipes, elevator bulkheads, or domes. See appendix, figures 3 and 4.

Short-term rental unit means a facility, located in a residential zoning district, used for the purpose of providing short-term lodging for compensation, architecturally designed to look like a single-family dwelling, which may also be occupied concurrently as the residence for the owner, operator, or manager of the property, or providing separate lodging units such as cabins, guest homes, or similar residential-scale structures, with no more than six bedrooms total on the property, and offering meals only to those who receive lodging, and providing that all bedrooms used as a permanent residence shall count toward the maximum six bedrooms of the short-term rental unit.”

SECTION TWO. The *Official Zoning Map*, as referenced within Section 60-38 of the Zoning Code, is amended to correct errors made during the adoption process as follows:

A. The properties known as 322 and 324 Mae Drive (Valley View subdivision, Block 1, Lots 9-B and 9-C) are rezoned as a Medium Density Residential (R-2) Zoning District from a Public and Institutional (PI) Zoning District from, which is consistent with the Comprehensive Plan and meets the original intent of the Zoning Code.

B. The following City-owned properties previously designated as “City Parks” are each rezoned to Public and Institutional (PI) Zoning District, which is consistent with the Comprehensive Plan and meets the original intent of the Zoning Code:

1. Habitat Park, located adjacent to and northeast of 4th Street, Kerrville, TX: from Medium Density Residential (R-2) to PI;
2. BC Richards Park, located adjacent to and southeast of Travis Street, Kerrville, TX: from Single-Family Residential (R-1) to PI;
3. Memorial Park, located at the intersection of Broadway (State Highway 27) and Water Street, Kerrville, TX: from Mixed Use (MU) to PI;
4. Westland Park, located adjacent to Woodlawn Ave. and between W. Water Street and Elm Street, Kerrville, TX: from Single-Family Residential with Accessory Dwelling Unit (R-1A) to PI; and
5. Schultz Park, located on the corner of Glen Road and East Lane, Kerrville, TX: from Single-Family Residential (R-1) to PI.

SECTION THREE. Sec. 60-50, subsections (a)(7), (b)(7), (c)(7), (d)(9), (f)(9), and (g)(7), of the Zoning Code are amended with deletions indicated by red, strikeout (~~deleted~~) and additions indicated by blue, underline (addition) as follows:

“(7) [NOTE: or (9) as appropriate] *Location of accessory buildings or structures beyond setback.*

- a. No structure in excess of 30 inches in height may exist between the front wall of any building and the front property line, except that ornamental fencing up to six feet in height and carports not exceeding the height of the primary structure are~~is~~ permitted. Ornamental fencing does not include chain link fencing, which is prohibited. No

element of the fence may create a visibility obstruction or otherwise interfere with pedestrian or vehicular circulation.”

SECTION FOUR. Sec. 60-50, subsection (e)(8)b., of the Zoning Code is amended with deletions indicated by red, strikeout (~~deleted~~) as follows:

“b. *Building appearance*: the building containing the accessory use shall be designed to appear as a residence, ~~with:~~

- ~~1. A wood, rock, or brick exterior;~~
- ~~2. A roof constructed of materials and with a similar pitch to other residences in the adjoining neighborhood; and~~
- ~~3. A front door and window(s) on the wall of the building facing the lot front or street.”~~

SECTION FIVE. Sec. 60-50, subsection (d)(4), of the Zoning Code is amended with additions indicated by blue, underline (addition) within its table as follows:

CHARACTERISTIC	REQUIREMENT	
	DUPLEX	TOWNHOME
Minimum Lot Size	6,000 square feet	3,000 square feet
Minimum Lot Width	60 feet	25 feet
Minimum Front Setback	<ul style="list-style-type: none">• 15 feet• 19 feet to a garage door or carport eave	<ul style="list-style-type: none">• 15 feet• 19 feet to a garage door or carport eave
Minimum Side Setback	<ul style="list-style-type: none">• Interior lot: 5 feet• Corner lot:<ul style="list-style-type: none">• 15 feet on the unattached side• 19 feet to a garage door or carport eave	<ul style="list-style-type: none">• Interior lot:<ul style="list-style-type: none">• 0 feet• 10 foot separation between townhome buildings• Corner lot:<ul style="list-style-type: none">• 0 feet on any attached side• 15 feet on any unattached side• 19 feet to a garage door or carport eave
Minimum Rear Setback	<ul style="list-style-type: none">• 15 feet• 19 feet to a garage door or carport eave	<ul style="list-style-type: none">• 15 feet• 19 feet to a garage door or carport eave
Maximum Building Height	35 feet	<ul style="list-style-type: none">• 35 feet• 45 feet when 100 feet or more from:

CHARACTERISTIC	REQUIREMENT	
	<ul style="list-style-type: none"> • R-E, R-1, or R-1A zoning • RM zoning if developed for other than manufactured housing; • Land zoned MU or PD for single-family, patio home, or duplex uses 	
Minimum Parking	2 spaces per dwelling unit	<ul style="list-style-type: none"> • 2.25 spaces per dwelling unit • 2 spaces for each dwelling unit • 0.25 spaces per dwelling unit for guest parking, to be provided in groupings distributed throughout the development
Alley	N/A	Access to any lot less than 45 feet in width shall be from a paved alley or right-of-way
	SMALL-LOT SINGLE-FAMILY DWELLING	PATIO HOME
Minimum Lot Size	3,300 square feet	4,000 square feet
Minimum Lot Width	30 feet	40 feet
Minimum Front Setback	10 feet build-to line	<ul style="list-style-type: none"> • 15 feet 19 feet to a garage door or carport eave
Minimum Side Setback	<ul style="list-style-type: none"> • Interior lot: 5 feet • Corner lot, street side: <ul style="list-style-type: none"> • 15 feet • 19 feet to a garage door or carport eave 	<ul style="list-style-type: none"> • Mandatory 0 feet on one side • 10 feet on the remaining side • Corner lot, street side: <ul style="list-style-type: none"> • 15 feet 19 feet to a garage door or carport eave
Minimum Rear Setback	19 feet to a garage door or carport eave	<ul style="list-style-type: none"> • 15 feet • For a garage or carport adjacent to an alley:

CHARACTERISTIC	REQUIREMENT	
		<ul style="list-style-type: none"> • 19 feet to a garage door or carport eave; or • 5 feet if the garage or carport is built for two or more motor vehicles <p>Setback may be measured from the centerline of an adjacent alley, but in no instance may be less than 5 feet from the alley</p>
Maximum Building Height	35 feet	35 feet
Minimum Parking	2 spaces per dwelling unit	2 spaces per dwelling unit
Alley	Access to any lot less than 45 feet in width shall be from a paved alley or right-of-way	Access to any lot less than 45 feet in width shall be from a paved alley or right-of-way
ADDITIONAL REQUIREMENTS FOR PATIO HOMES AND SMALL-LOT SINGLE-FAMILY DWELLINGS		
Wall Openings on Zero Setback Side	Solid wall with no openings (windows, doors, etc.) required, except a wall constructed of opaque materials which allow the infiltration of light that is diffused so that objects on the other side cannot be seen clearly, is permitted	
Wall Openings Near Zero Lot Line	Unless a screening fence has been constructed along the zero setback side of the property, no porch, door, or window may be constructed on any other wall of the dwelling at a distance less than five feet (5.0') from the zero setback side of the lot	
Atrium Openings	No edge of the rooftop opening of an atrium constructed on the zero setback side of a dwelling shall be less than eight feet (8.0') from ground level	
Maintenance, Overhang, and Drainage Easement	<ul style="list-style-type: none"> • A maintenance, overhang, and drainage easement not less than five feet (5.0') in width must be platted on the adjacent lot running parallel to the zero setback lot line • A roof eave may extend 16 inches (16.0") into the easement • A gutter and down spout shall be required along the zero setback side of the dwelling to ensure that drainage is handled on the owner's property, and said gutter system is not included in the calculation of the eave encroachment 	

CHARACTERISTIC	REQUIREMENT	
Structures in Required Side Setback	Structures shall be prohibited in the required 10-foot side setback	
SINGLE-FAMILY DWELLING		
Minimum Lot Size	4,500 square feet	
Minimum Lot Width	45 feet	
Minimum Front Setback	<ul style="list-style-type: none"> • 15 feet 19 feet to a garage door or carport eave 	
Minimum Side Setback	<ul style="list-style-type: none"> • Interior lot: 5 feet • Corner lot, street side: <ul style="list-style-type: none"> • 15 feet • 19 feet to a garage door or carport eave 	
Minimum Rear Setback	<ul style="list-style-type: none"> • 15 feet • For a garage or carport adjacent to an alley: <ul style="list-style-type: none"> • 19 feet to a garage door or carport eave; or • 5 feet if the garage or carport is built for two or more motor vehicles <p>Setback may be measured from the centerline of an adjacent alley, but in no instance may be less than 5 feet from the alley</p>	
Maximum Building Height	35 feet	
Minimum Parking Alley	2 spaces per dwelling unit N/A	
<u>ADDITIONAL REQUIREMENTS FOR SINGLE-FAMILY DWELLING WITH ACCESSORY DWELLING UNIT</u>		
	<u>ACCESSORY DWELLING UNIT WITHIN MAIN BUILDING</u>	<u>ACCESSORY DWELLING UNIT IN A DETACHED STRUCTURE</u>
<u>Maximum Building Height</u>	<u>35 feet for main building including accessory dwelling unit</u>	<u>35 feet for detached structure containing accessory dwelling unit</u>
<u>Maximum Area of Accessory Dwelling Unit</u>	<u>One-half of the total floor area of the dwelling unit, excluding the area occupied by the accessory dwelling unit; floor area of the house excludes the area of any attached garage</u>	<u>• One-half of the total floor area of the main dwelling unit, excluding the area occupied by the accessory dwelling unit; floor area of the house excludes the area of any attached garage; and</u>

		<ul style="list-style-type: none"> • <u>Maximum 50% of the rear yard area, bounded by the side property lines, the rear wall of the main building, and the rear property line</u>
<u>Minimum Parking for Dwelling with Accessory Unit</u>	<u>2 parking spaces per dwelling unit (4 spaces total for the main dwelling and an accessory dwelling unit)</u>	<u>2 parking spaces per dwelling unit (4 spaces total for the main dwelling and an accessory dwelling unit)</u>

SECTION SIX. Sec. 60-50, subsection (g)(4), of the Zoning Code is amended with deletions indicated by red, strikeout (~~deleted~~) and additions indicated by blue, underline (addition) within its table as follows:

CHARACTERISTIC	REQUIREMENT	
	SINGLE-FAMILY DWELLING	NONRESIDENTIAL USE
Minimum Lot Size	5,000 square feet	6,000 square feet
Minimum Lot Width	50 feet	60 feet
Minimum Front Setback	25 feet	<ul style="list-style-type: none"> • 25 feet • Front yard to remain unpaved except for a driveway; parking in the front yard prohibited
Minimum Side Setback	<ul style="list-style-type: none"> • Interior lot: 5 feet • Corner lot, side street: <ul style="list-style-type: none"> • 15 feet • 19 feet to a garage door or carport eave 	<ul style="list-style-type: none"> • Interior lot: 5 feet • Corner lot, side street: <ul style="list-style-type: none"> • 15 feet • 19 feet to a garage door or carport eave
Minimum Rear Setback	<ul style="list-style-type: none"> • 25 feet • For a garage or carport adjacent to an alley: <ul style="list-style-type: none"> • 19 feet to a garage door or carport eave; or • 5 feet if the garage or carport is built for two or more motor vehicles • Setback may be measured from the centerline of an adjacent alley, but in 	<ul style="list-style-type: none"> • 25 feet • For a garage or carport adjacent to an alley: <ul style="list-style-type: none"> • 19 feet to a garage door or carport eave; or • 5 feet if the garage or carport is built for two or more motor vehicles • Setback may be measured from the centerline of an adjacent alley, but in

	no instance may be less than 5 feet from the alley	no instance may be less than 5 feet from the alley
Maximum Building Height	35 feet	35 feet
Minimum Parking	2 spaces per dwelling unit	Varies by use; see Section 60-101

ADDITIONAL REQUIREMENTS FOR NONRESIDENTIAL USES

Maximum Building Area	3,000 square feet for nonresidential uses allowed herein except public and institutional uses
Building Appearance	<ul style="list-style-type: none"> • Building designed to appear as a residence with: <ul style="list-style-type: none"> • Wood, rock, or brick exterior materials • Roof of materials and pitch similar to other residencees in the adjoining neighborhood • Front door and window(s) required on the wall of any building facing the lot front or street
Signage	See sign regulations, Development Standards
Location of Parking, Nonresidential Uses	Parking to be located in the side or rear yard area

ADDITIONAL REQUIREMENTS FOR SINGLE-FAMILY DWELLING WITH ACCESSORY DWELLING UNIT

	<u>ACCESSORY DWELLING UNIT WITHIN MAIN BUILDING</u>	<u>ACCESSORY DWELLING UNIT IN A DETACHED STRUCTURE</u>
Maximum Building Height	35 feet for main building including accessory dwelling unit	35 feet for detached structure containing accessory dwelling unit
Maximum Area of Accessory Dwelling Unit	One-half of the total floor area of the dwelling unit, excluding the area occupied by the accessory dwelling unit; floor area of the house excludes the area of any attached garage	<ul style="list-style-type: none"> • One-half of the total floor area of the main dwelling unit, excluding the area occupied by the accessory dwelling unit; floor area of the house excludes the area of any attached garage; and • Maximum 50% of the rear yard area, bounded by the

		side property lines, the rear wall of the main building, and the rear property line
<u>Minimum Parking for Dwelling with Accessory Unit</u>	<u>2 parking spaces per dwelling unit (4 spaces total for the main dwelling and an accessory dwelling unit)</u>	<u>2 parking spaces per dwelling unit (4 spaces total for the main dwelling and an accessory dwelling unit)</u>
DUPLEX		
<u>Minimum Lot Size</u>	<u>6,000 square feet</u>	
<u>Minimum Lot Width</u>	<u>60 feet</u>	
<u>Minimum Front Setback</u>	<ul style="list-style-type: none"> <u>15 feet</u> <u>19 feet to a garage door or carport eave</u> 	
<u>Minimum Side Setback</u>	<ul style="list-style-type: none"> <u>Interior lot: 5 feet</u> <u>Corner lot:</u> <ul style="list-style-type: none"> <u>15 feet on the unattached side</u> <u>19 feet to a garage door or carport eave</u> 	
<u>Minimum Rear Setback</u>	<ul style="list-style-type: none"> <u>15 feet</u> <ul style="list-style-type: none"> <u>19 feet to a garage door or carport eave</u> 	
<u>Maximum Building Height</u>	<ul style="list-style-type: none"> <u>35 feet</u> 	
<u>Minimum Parking</u>	<u>2 spaces per dwelling unit</u>	

SECTION SEVEN. Sec. 60-51, subsection (b)(1), of the Zoning Code is amended by correcting a typographical error with the deletion indicated by red, strikeout (~~deleted~~) and addition indicated by blue, underline (addition) as follows:

“(1) *Purpose.* The C-2 district accommodates a wider array of retail, office, and service uses than property zoned ~~C-2C-1~~, and will therefore attract customers from across the community and in the area outside the city.”

SECTION EIGHT. The following sections within the Zoning Code are amended by deleting the reference to “MU” (Mixed Use): Sections 60-50(f)(4)c., 60-50(e)(4)c., 60-51(a)(3)c., 60-51(b)(3)c., 60-51(c)(3)c., 60-51(d)(3)c., 60-52(b)(3)c., 60-52(d)(3)c., and 60-52(e)(3)c.

SECTION NINE. Sec. 60-52, subsection (e)(2) of the Zoning Code is amended by revising the Land Use Table for the Airport District (AD), which will include a revised Table 1, Land Use Table, as attached hereto as **Exhibit A**, and which will be published as part of the Zoning Code.

SECTION TEN. Sec. 60-65, subsection (1) of the Zoning Code, is amended with the deletion indicated by red, strikeout (~~deleted~~) as follows:

“(1) ~~Mandatory p~~ *Preliminary conference*. Prior to submitting an application for a zoning change, an applicant or the applicant’s authorized representative should meet with the director to receive information regarding application procedures and requirements.”

SECTION ELEVEN. Sec. 60-65, subsection (7) of the Zoning Code, is amended with deletions indicated by red, strikeout (~~deleted~~) and additions indicated by blue, underline (addition) as follows:

“(7) *Effect of recommendation to deny*. Where the planning and zoning commission makes a recommendation to deny a request for a zoning change, the application will not automatically be placed on a city council agenda. In order for council to consider the application pursuant to an agenda item, the applicant shall appeal the commission’s decision in writing to city council within ~~ten~~fourteen days after the commission’s recommendation to deny. The appeal will then be placed on a council regular meeting agenda as close to within thirty days as possible, to account for legal notice requirements and holiday schedule. The applicant may request an extension of no more than sixty days from the date of the commission’s denial.”

SECTION TWELVE. The City Manager or designee is authorized and directed to amend the City’s *Official Zoning Map* to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with the City’s Zoning Code.

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

SECTION FOURTEEN. The terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance is declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

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

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

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

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

Bill Blackburn, Mayor

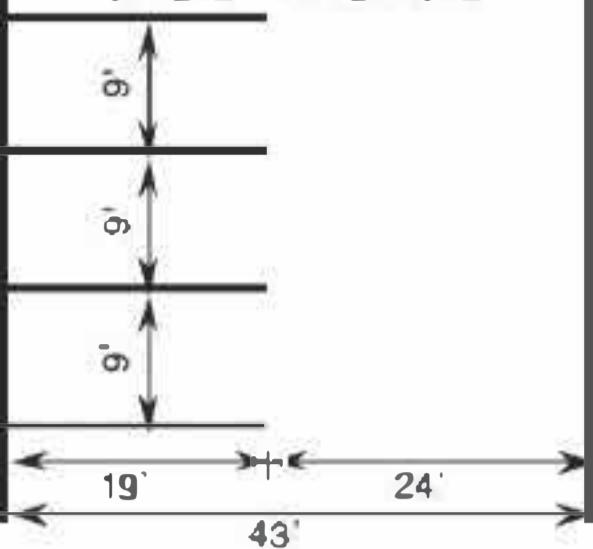
ATTEST:

Shelley McElhannon, City Secretary

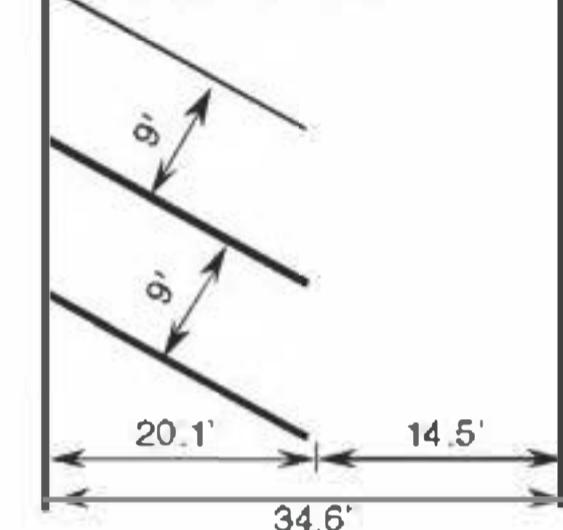
APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

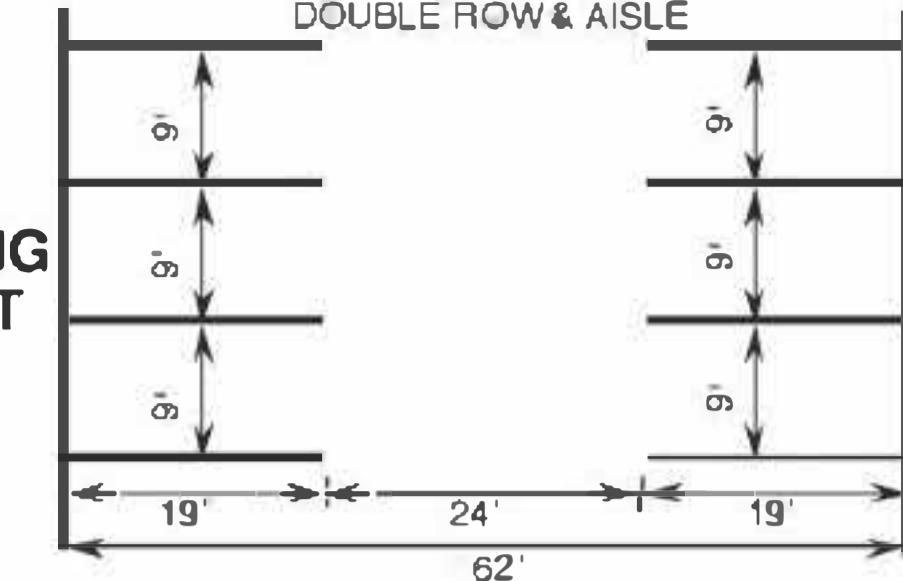
SINGLE ROW & AISLE



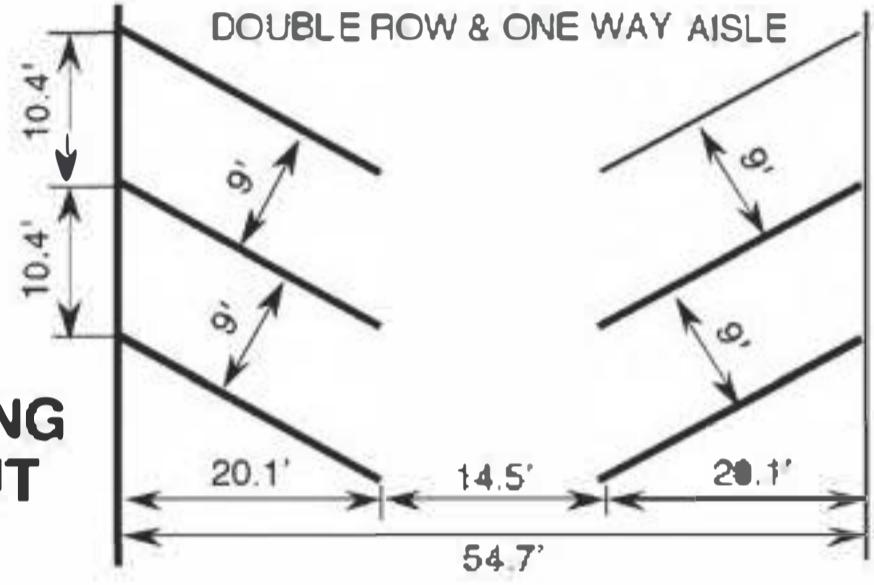
SINGLE ROW & ONE WAY AISLE



90°
PARKING
LAYOUT

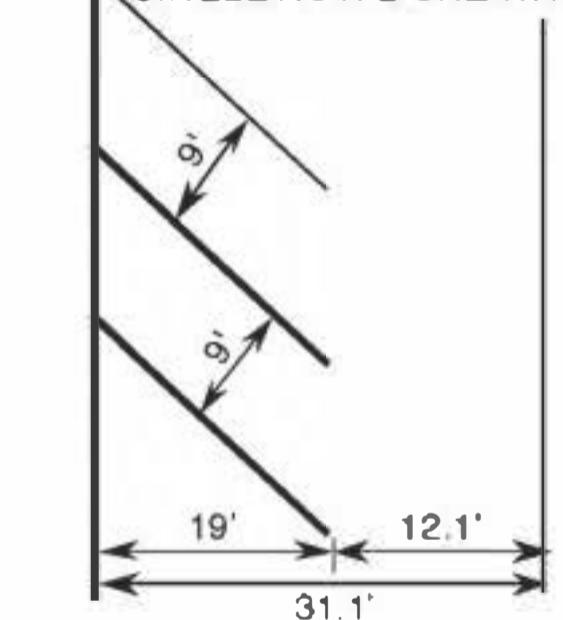


DOUBLE ROW & ONE WAY AISLE

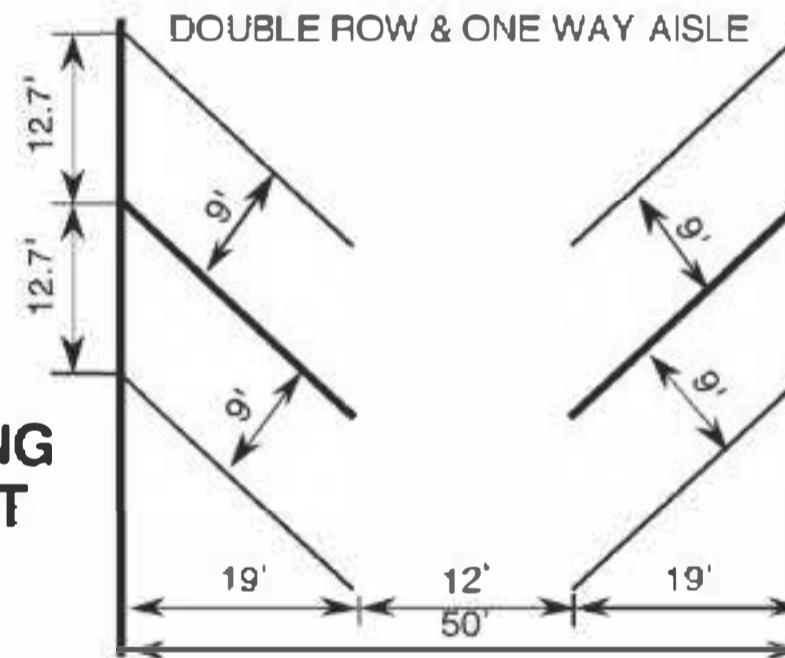


60°
PARKING
LAYOUT

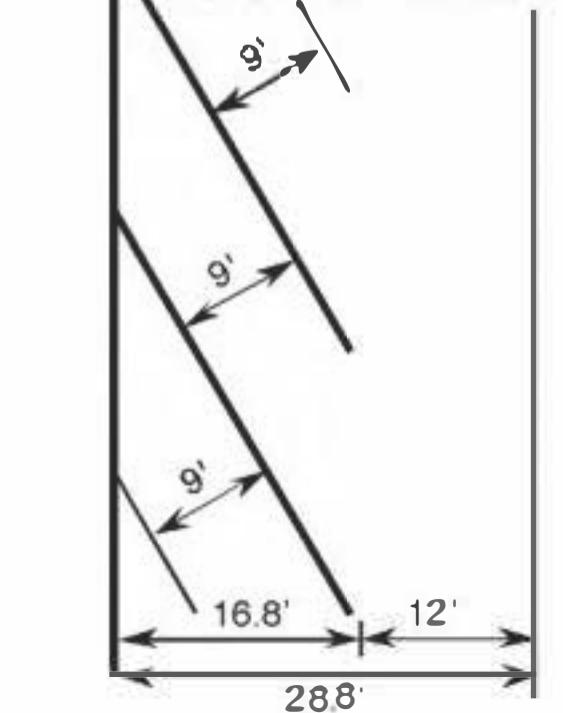
SINGLE ROW & ONE WAY AISLE



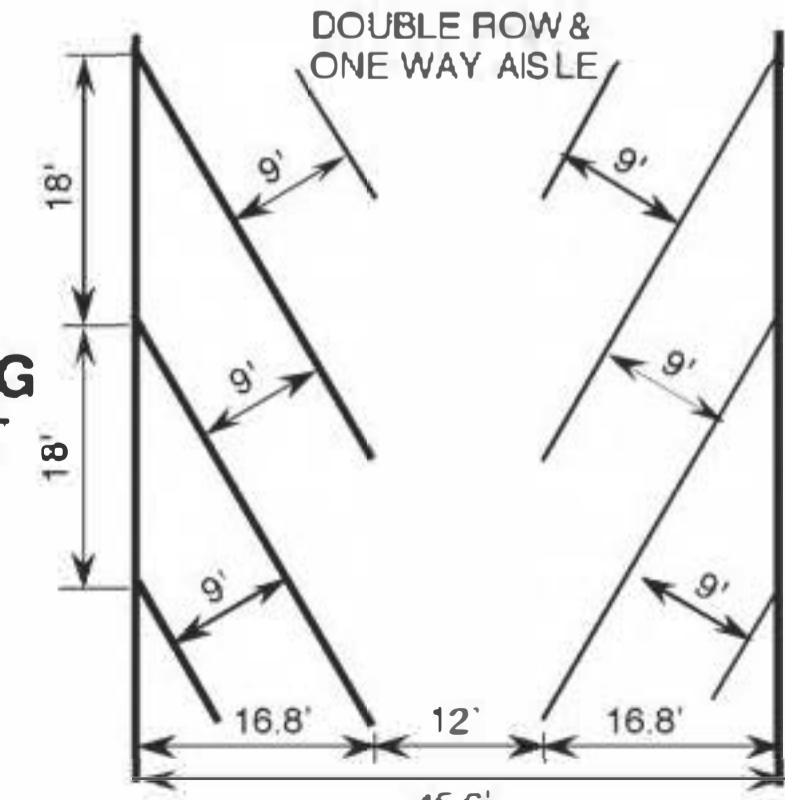
45°
PARKING
LAYOUT



SINGLE ROW & ONE WAY AISLE



30°
PARKING
LAYOUT



DOUBLE ROW & AISLE

Table 1, Land Use Table

LAND USES	Residential Districts										Nonresidential Districts				Special Districts				Notes
	RE	R-1	R-1A	R-2	R-3	R-M	R-T	C-1	C-2	C-3	IM	DAC	MU	PI	AD	AG			
Accessory Building or Structure	P	P	P	P	P	P	P	P	P	P	P	P	C	P	P	P	1 Not permitted for patio homes or townhomes		
Accessory Dwelling (see Dwelling Unit, Single-Family with Accessory Dwelling Unit)																			
Agricultural Services																			
Agriculture, General	P																		
<u>Aircraft maintenance</u>																			
<u>Aircraft sales</u>																			
Airport																			
Alcoholic Beverage Sales for Off-Premise Consumption								P	P	P	P	P	P	P	P	P			
Amateur Radio Antenna																			
Ambulance Service, Private																			
Ambulatory Surgical Center																			
Amenity Center	P2	P2	P2	P2	P2	P2	P2	P	P	P	P	P	P	P	P	P			
Amusement Center, Indoor																			
Amusement Center, Outdoor																			
Antenna																			
Antique Store																			
Apartment (See Dwelling, Multifamily)																			
Appliance Repair/Sale, Used Appliances																			
Appliance Store																			
Art Studio/Gallery																			
Artisan's/Craftsman's Workshop																			
Assisted Living Facility																			
Automated Teller Machine (ATM)																			
Automobile Dealership, New Auto Sales																			
Automobile Dealership, Used Auto Sales																			
Automobile Parts Store																			
Automobile Rental or Leasing																			
Automobile Service and Repair, Major																			
Automobile Service and Repair, Minor																			
Automobile Towing/Wrecker Service																			
Automotive Body Shop																			
<u>Aviation facilities</u>																			
<u>Aviation Service and Repair</u>																			
Bail Bonding Agency																			
Bank or Financial Institution																			
Bar or Cocktail Lounge																			
Barber or Beauty Shop																			
<u>Bed and Breakfast</u>																			
Bicycle and Bicycle Accessory Sales and Repair																			
Boarding Home Facility	P5	P5	P5	P5	P5	P5	P5	P5	P5	P5	P5	P5	P5	P5	P5	P5			
Boat (Marine) Dealership																			
Book Store																			
Brewpub																			
Building Contractor, General																			
Building Contractor, Maintenance and Repair																			
Building Contractor, Temporary Field Office	P6	P6	P6	P6	P6	P6	P6	P6	P6	P6	P6	P6	P6	P6	P6	P6	6 Subject to requirements of Article IX 60-60(14)		
Building Contractor, Trade Specialist																			
Building Contractor's Storage Yard																			
Cabinetmaking Shop																			
Car Title Loan Business																			
Caretaker's Residence	P7	P7	P7	P7	P7	P7	P7	P7	P7	P7	P7	P7	P7	P7	P7	P7	7 Subject to requirements of Article IX 60-60(5)		
Cemetery																			
Check Casting Business																			
Church, Temple, Mosque, or Place of Worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Civic, Fraternal, Philanthropic, Charitable, or Nonprofit Organization																			
Clothing and Apparel Store																			
College or University, Private																			

See Ordinance 2005-11

See Wireless Telecommunications Facilities, Ordinance 2003-35

2A City's health & Safety standards, if any, apply. Must have license required by Code Section 30-6(4)

3 Subject to requirements of Article IX 60-60(4)

3 Subject to requirements of Article IX 60-60(4)

3 Subject to requirements of Article IX 60-60(4)

5 Must meet the requirements of Chapter 30, Code of Ordinances. Structure must meet the standards, i.e. lot size, structure height, lot coverage, set backs, etc., for the zoning district within which it is located.

LAND USES	Residential Districts										Nonresidential Districts					Special Districts			Notes
	RE	R-1	R-1A	R-2	R-3	R-M	R-T	C-1	C-2	C-3	IM	DAC	MU	PI	AD	AG			
	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
College or University, Public	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈	P ₈		
Community Garden	P _{8A}	P _{8A}	P _{8A}	P _{8A}	P _{8A}	P _{8A}	P _{8A}	C	C	P	P	P ₉	C ₉	P ₉	P ₉	P ₉	P ₉		
Concrete/Asphalt Batch Plant, Permanent																			
Condominium (See Dwelling, Multifamily)																			
Continuing Care Facility																			
Convenience Store with Fuel Sales								P	P	P	P	P	P	P	P	P	P		
Country Club	C	C	C															C	
Custom Manufacturing (See Manufacturing, Custom)																			
Dance Hall/Event Center								P	P	P	P	P ₁₀	P ₁₀						
Day Care Services, Adult								C ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀	P ₁₀		
Day Care Services, Children								P	P	P	P	P	P	P	P	P	P		
Department or General Merchandise Store																			
Detention Facility																		C	
Dinner Theatre								P	P	P	P	P	P	P	P	P	P		
Distillery								P	P	P	P	P	P	P	P	P	P		
Distribution Center (See Warehousing and Distribution)																			
Dormitory, sorority or fraternity house								P	P	P	P _{10A}	P _{10A}	P _{10A}	P _{10A}	P _{10A}	P _{10A}	P _{10A}	P _{10A}	
Driving Instruction School									P	P	P	P	P	P	P	P	P	P	
Drug Store									P	P	P	P	P	P	P	P	P	P	
Duplex (See Dwelling, Duplex)								P	P	P	P	P	P	P	P	P	P	P	
Dwelling, Duplex								P	P	P	P	P	P	P	P	P	P	P	
Dwelling, Dwelling, Live/Work								P	P	P	P	P	P	P	P	P	P	P	
Dwelling, Multifamily								P	P	C	P	P	P	P	P	P	P	P	
Dwelling, Patio Home (Zero Lot Line Home)								P	P	P	P	P	P	P	P	P	P	P	
Dwelling, Single-Family Detached								P	P	P	P	P	P	P	P	P	P	P	
Dwelling, Single-Family Detached with Accessory Dwelling Unit								C	C	P	P ₁₁	P ₁₁	P	P	P	P	P	P	
Dwelling, Small-Lot Single-Family Detached								P	P	P	P	P	P	P	P	P	P	P	
Dwelling, Townhome									P	P	P	P	P	P	P	P	P	P	
Electronic Sales/Service									P	P	P	P	P	P	P	P	P	P	
Equipment Rental, Heavy, No Outdoor Storage									P	P	P	P	P	P	P	P	P	P	
Equipment Rental, Heavy, With Outdoor Storage									P	P	P	P	P	P	P	P	P	P	
Equipment Rental, Light, No Outdoor Storage									P	P	P	P	P	P	P	P	P	P	
Equipment Rental, Light, With Outdoor Storage									P	P	P	P	P	P	P	P	P	P	
Fabric Store									P	P	P	P	P	P	P	P	P	P	
Fabrication Processes									C	C	C	C	C	C	C	C	C	C	
Fair/Rodeo Grounds or Exhibition Hall or Arena									P	P	P	P	P	P	P	P	P	P	
Farm Supply Store, Retail									P	P	P	P	P	P	P	P	P	P	
Farmers' Market									P	P	P	P	P	P	P	P	P	P	
Feed, Grain, or Hay Storage and Sale, Bulk/Wholesale									P	P	P	P	P	P	P	P	P	P	
Fine Arts Classes									P	P	P	P	P	P	P	P	P	P	
Fitness Center									P	P	P	P	P	P	P	P	P	P	
Flea Market, Indoor									C	C	C	C	C	C	C	C	C	C	
Flea Market, Outdoor/Open Air Market									P	P	P	P	P	P	P	P	P	P	
Florist									P ₉	P ₉	C ₉	C ₉	C ₉	C ₉	C ₉	C ₉	C ₉	C ₉	
Food Processing (craft)									P	P	P	P	P	P	P	P	P	P	
Food Processing (manufacturing)									P	P	P	P	P	P	P	P	P	P	
Food Truck Park									P	P	P	P	P	P	P	P	P	P	
Furniture Repair and Sale, Used									C	C	C	C	C	C	C	C	C	C	
Furniture, Home Furnishings, and Home Decorating and Decor Store									P ₉	P ₉	P ₉	P ₉	P ₉	P ₉	P ₉	P ₉	P ₉	P ₉	
Garden Center/Nursery, Without Outside Storage									P	P	P	P	P	P	P	P	P	P	
Garden Center/Nursery, With Outside Storage									P	P	P	P	P	P	P	P	P	P	
Golf Course	C	C	C						C	C	C	C	C	C	C	C	C	C	
Grocery Store	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Guest House									P ₁	P ₁	P ₁	P ₁	P ₁	P ₁	P ₁	P ₁	P ₁	P ₁	

8. Subject to requirements of Article IX 60-60(1)
 8A. (1) Must be at least one-half mile from another Community Home measured in a direct line from the property line of each Community Home. (2) Motor vehicles that exceed the number of bedrooms may not be kept on the property or in the right-of-way of any street adjacent to the property.

9. Subject to requirements of Article IX 60-60(1)

10. Subject to requirements of Article IX 60-60(3)

11. Subject to requirements of Article IX 60-60(3)

12. One-half mile from an higher educational institution

least 5,000 square feet

13. Not permitted for patio homes or townhomes

LAND USES	Residential Districts										Nonresidential Districts					Special Districts			Notes
	RE	R-1	R-1A	R-2	R-3	R-M	R-T	C-1	C-2	C-3	IM	DAC	MU	PI	AD	AG			
Recreational Skills Classes								C	P	P	P	P	P	P					
Recreational Vehicle Dealership								C	P	P	P	P	P	P					
Recreational Vehicle or Trailer Park								C	C	C	C	C	C	C					
Rectory/Parsonage	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Repair Shop, Household Items								P	P	P	P	P	P	P					
Repair Shop, Personal Items								P	P	P	P	P	P	P					
Research and Development Lab	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	P ₅	5 Subject to Article 1, Chapter 30, and Article IX 60-607)	
Restaurant, Food and Beverage Shop	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Restaurant, General, With Drive-Thru or Drive-In Service								P	P	P	P	P	P	P	P	P	P	4 Drive-thru subject to requirements of Article IX 60-60(6)	
Restaurant, General, Without Drive-Thru Service								P	P	P	P	P	P	P	P	P	P		
Salvage, Reclamation, Recycling of Materials																			
Sand, Gravel or Stone Extraction	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
Sand, Gravel or Stone Storage and Sales																			
School, Private, Elementary	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
School, Public, Elementary and Secondary	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
School, Public, Intermediate and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Second-hand/Used Goods Store With Outside Storage	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Second-hand/Used Goods Store, No Outside Storage																			
Security Service								P	P	P	P	P	P	P	P	P	P		
Security Systems Installation and Monitoring Company								P	P	P	P	P	P	P	P	P	P		
Sexually Oriented Business																			
Short-Term Rental Unit	C	C	C	C	C	C	P	C	P						P	P	C		
Showroom, in Conjunction with Warehousing and Distribution											P	P	P	P	P	P	P		
Showroom, without Warehousing and Distribution											C	P	P	P	P	P	P		
Smoke Shop											C	C	P	P	P	P	P		
Solar Energy Facility	P										C	C	P	P	P	P	C		
Special Care Facility											C	C	P	P	P	P	P		
Spinning Goods Store											P	P	P	P	P	P	P		
Stables, Commercial	P										P	P	P	P	P	P	P		
Stables, Private											P	P	P	P	P	P	P		
Stationery Store ^e											P	P	P	P	P	P	P		
Tattoo, Seamstress, or Needwork Shop											P	P	P	P	P	P	P		
Tattoo or Permanent Cosmetics Shop, Body Piercing											C	C	P	P	P	P	P		
Taxidermy Shop											C	C	P	P	P	P	P		
Townhome (See Dwelling, Townhome)											C	C	C	C	C	C	C		
Toy, Gift, Hobby, and Novelty Shop	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Transportation Terminal, Bus/Aviation											P	P	P	P	P	P	P		
Triplex (See Dwelling, Multifamily)											C	C	C	C	C	C	C		
Truck Stop and Fueling Station											C ₈	C ₈							
Utility, Local	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Utility, Private or Franchise	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
Utility, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Veterinary Service, Large Animal Indoor or Outdoor Pens											P	P	P	P	P	P	P		
Veterinary Services, Small Animal, Indoor or Outdoor Pens											C	P	P	P	P	P	P		
Warehousing and Distribution											P	P	P	P	P	P	P		
Welding Shop											P	P	P	P	P	P	P		
Wholesaling											C	P	P	P	P	P	P		
Wind Energy System, Small											C	P	P	P	P	P	C		
Winery																			
Wireless Telecommunications Facilities																			
Zero Lot Line Single-Family Dwelling (See Dwelling, Patio Home)																			

See Chapter 30, Kerrville Code of Ordinances

See Chapter 26, Kerrville Code of Ordinances

See Ordinance 2003-35



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

SUBJECT: Ordinance No. 2020-19. An Ordinance adopting amendments to the City of Kerrville, Texas, Sign Code, as found within Chapter 92 of the City's Code of Ordinances; said amendments to establish specific regulations for signs located within a Residential Transition Zoning District (RT).

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Sep 15, 2020

SUBMITTED BY: Drew Paxton

EXHIBITS: 20200922_Ordinance_2020-19 Adopting Amendments to the Sign Code.pdf

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area C - Community / Neighborhood Character and Place Making

Guiding Principle	C5. Establish clear guidelines for code enforcement and zoning, educate the public on the value and importance of property maintenance, and focus on proactive code enforcement and maintaining minimum property standards.
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Action Item

SUMMARY STATEMENT:

Upon the adoption of the Kerrville Zoning Code in 2019, City Council requested a continual review of the application of the codes and, if necessary, an update to the Sign Code at least six months after implementation. The following updates are items that have been brought up through the application of the Sign Code to several projects over the past year.

This specific update adds a section to the Sign Code relating to signage for businesses within the Residential Transition Zoning District (RT).

Each item was introduced to Council during a workshop on July 14th and then through a public hearing with the Planning and Zoning Commission on August 20th.

RECOMMENDED ACTION:

Approve Ordinance No. 2020-19 on first reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2020-19**

AN ORDINANCE ADOPTING AMENDMENTS TO THE CITY OF KERRVILLE, TEXAS, SIGN CODE, AS FOUND WITHIN CHAPTER 92 OF THE CITY'S CODE OF ORDINANCES; SAID AMENDMENTS TO ESTABLISH SPECIFIC REGULATIONS FOR SIGNS LOCATED WITHIN A RESIDENTIAL TRANSITION ZONING DISTRICT (RT); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES NOT TO EXCEED \$2,000.00; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, in June 2018, City Council, pursuant to its home-rule authority and Chapter 213 of the Texas Local Government Code, adopted the *City of Kerrville Comprehensive Plan – Kerrville 2050* (“Comprehensive Plan”); and

WHEREAS, in accordance with the Comprehensive Plan, City Council seeks to maintain the value of Kerrville’s scenic beauty and rural charm, both of which are significant attributes of the City’s quality of life, through a comprehensive regulatory program that includes zoning, subdivision control, and the regulation of signs; and

WHEREAS, on September 24, 2019, City Council adopted Ordinance No. 2019-23, which implemented a comprehensive rewrite of the City’s sign regulations, as found within Chapter 92 of the City’s Code of Ordinances and known as the “City of Kerrville, Texas Sign Code” (“Sign Code”); and

WHEREAS, in accordance with the 6-month review that City Council requested following its adoption of the City’s new Zoning Code, staff has similarly taken steps to assess the applicability and workability of the Sign Code and following such review, now recommends adoption of the amendments specified below; and

WHEREAS, staff believes it appropriate to amend the Sign Code by adding a new section relating to signs for commercial entities and similar operations located within Residential Transition Zoning Districts (RT); and

WHEREAS, staff presented these amendments to the City Council in a workshop meeting on July 14, 2020, and then presented the same information to the City’s Planning and Zoning Commission on August 20, 2020, during a public hearing; and

WHEREAS, on September 22, 2020, City Council held a public hearing on various zoning amendments referenced above pursuant to the published notice and has considered the comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

SECTION ONE. Sec. 92-8 of the Sign Code is amended with deletions indicated by red, strikeout (~~deleted~~) and additions indicated by blue, underline (addition) as follows:

“Sec. 92-8. - Regulation of signs within the downtown arts and culture district (DAC), including the downtown core (DC); and within a residential transition district (RT).

The following regulations apply to establishments and signs located within the downtown arts and culture district (DAC) and the downtown core (DC); and within a residential transition district (RT). Such regulations are in addition to other regulations found within this chapter unless a conflict arises between those provided here and any other, in which case the regulations found within this section will apply:

(1)Downtown arts and culture district (DAC), to include the downtown core (DC):

a. Electronic displays, freestanding signs, and feather signs are prohibited within the ~~downtown core~~DC.

(2)b. Sidewalk signs within the DAC and DC.

a.1. One sidewalk sign is permitted for each establishment ~~within the downtown arts and culture district (DAC) and the downtown core;~~

b.2. A sidewalk sign, prior to placement, may be required to apply for and receive a public right-of-way license agreement from the city, which grants authority to use the sign on city property and will provide conditions for its use;

e.3. A sidewalk sign may only be used when the establishment to which it refers is open for business and shall be removed upon the close of business. A sidewalk sign may only be placed in front of the business that the sign is advertising;

d.4. A sidewalk sign shall be placed in a manner that will not endanger public safety, create a pedestrian or traffic hazard, or create an ADA non-compliant obstacle or barrier in a sidewalk or public right-of-way, such that a clear pedestrian travel pathway of at least four feet is maintained at all times; and

e.5. A sidewalk sign shall not exceed eight square feet in area, two feet in width, and four feet in height and shall not exceed a maximum width of 30 inches.

(2) Residential transition district (RT):

a. A freestanding or monument sign is allowed.

b. A freestanding or monument sign shall not exceed 32 square feet in area and eight feet in height, as measured from natural grade to top of structure.

c. A freestanding or monument sign shall be set back a minimum of five feet from either the front or corner property line.

d. Electronic displays shall comply with Section 92-9, but shall be turned off or only display a solid black screen from 8:00 p.m. to 6:00 a.m.

e. Nonresidential uses and properties are limited to either one freestanding or one monument sign.

f. Residential uses and properties must comply with this code and the Zoning Code with respect to the use of signs.

g. No freestanding or monument sign may be located within 25 feet of another freestanding or monument sign.

h. Signs may not be internally illuminated.

i. External illumination of a sign may not produce glare on an adjacent or property.”

SECTION THREE. The City Secretary is authorized and directed to submit this Ordinance to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the provisions 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 cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. It is officially found and determined that the meetings at which this Ordinance is passed were open to the public as required and that public notice of the time, place, and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

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

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00) per day for each violation hereof.

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

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

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



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

SUBJECT: Ordinance No. 2020-20. An Ordinance amending the Comprehensive Plan for the City of Kerrville, Texas, (Kerrville 2050), pursuant to Chapter 213 of the Texas Local Government Code; by amending the Thoroughfare Plan contained therein to realign future connections from Olympic Drive and deleting a proposed future connection from Bear Skin Trail to Ranchero Road.

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Sep 15, 2020

SUBMITTED BY: Drew Paxton

EXHIBITS: [20200922_Ordinance_2020-20 Amending Thoroughfare Plan K2050.pdf](#)
[20200922_Map_Exhibit A - Draft 2.pdf](#)
[20200922_Map_Exhibit B - Draft 2.pdf](#)

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area C - Community / Neighborhood Character and Place Making

Guiding Principle

Action Item

SUMMARY STATEMENT:

This update to the Thoroughfare Plan has come about after reviewing ongoing projects and comments from citizens.

The first amendment adjusts the conceptual alignment for a future collector around the new KISD Middle School site.

The second amendment removes a future collector from the plan. Based on the existing conditions, topography, and level of existing development, it is unlikely that this collector would be built in this location. Overall, connectivity across our community is still a goal of the Thoroughfare Plan and these adjustments are intended to provide more clarity for any future developments.

RECOMMENDED ACTION:

Approve Ordinance No. 2020-20 on first reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2020-20**

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
FOR THE CITY OF KERRVILLE, TEXAS (KERRVILLE 2050),
PURSUANT TO CHAPTER 213 OF THE TEXAS LOCAL
GOVERNMENT CODE; BY AMENDING THE THOROUGHFARE
PLAN CONTAINED THEREIN TO REALIGN FUTURE
CONNECTIONS FROM OLYMPIC DRIVE AND DELETING A
PROPOSED FUTURE CONNECTION FROM BEAR SKIN TRAIL
TO RANCHERO ROAD**

WHEREAS, City Council adopted Ordinance No. 2018-13 on June 26, 2018, which adopted the *City of Kerrville Comprehensive Plan – Kerrville 2050* (“Comprehensive Plan”); and

WHEREAS, the City’s long-term roadway system was addressed as part of the Comprehensive Plan’s Thoroughfare Plan (Ch. 8); and

WHEREAS, City Council now finds that the Comprehensive Plan should be amended to 1) realign future connections from Olympic Drive stemming from the City’s ongoing work to extend that street in conjunction with the construction of the new middle school; and 2) to delete a future connection from Bear Skin Trail to Ranchero Road; and

WHEREAS, City Council finds that these amendments comply with Section Two of Ordinance No. 2018-13, in that such amendments are now made after careful study and consideration and on a showing of substantially changed circumstances; and

WHEREAS, City Council finds that a public hearing was held on the proposed revision to the Comprehensive Plan as required by law, Council has heard and considered any comments, and as such, Council finds it in the public interest to amend the Comprehensive Plan as provided herein;

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

SECTION ONE. The *City of Kerrville Comprehensive Plan – Kerrville 2050*, is amended as follows, each of which is depicted as set forth in **Exhibit A**:

- A)** realignment of future connections from Olympic Drive; and
- B)** delete a future connection from Bear Skin Trail to Ranchero Road.

SECTION TWO. The provisions contained herein shall amend and revise, as appropriate, the provisions of Ordinance No. 2018-13. Such amendments will be accounted for on the Thoroughfare Plan by the City Manager or designee, noting the date and number of this Ordinance making the amendments. Further, that 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 THREE. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, 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.

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:



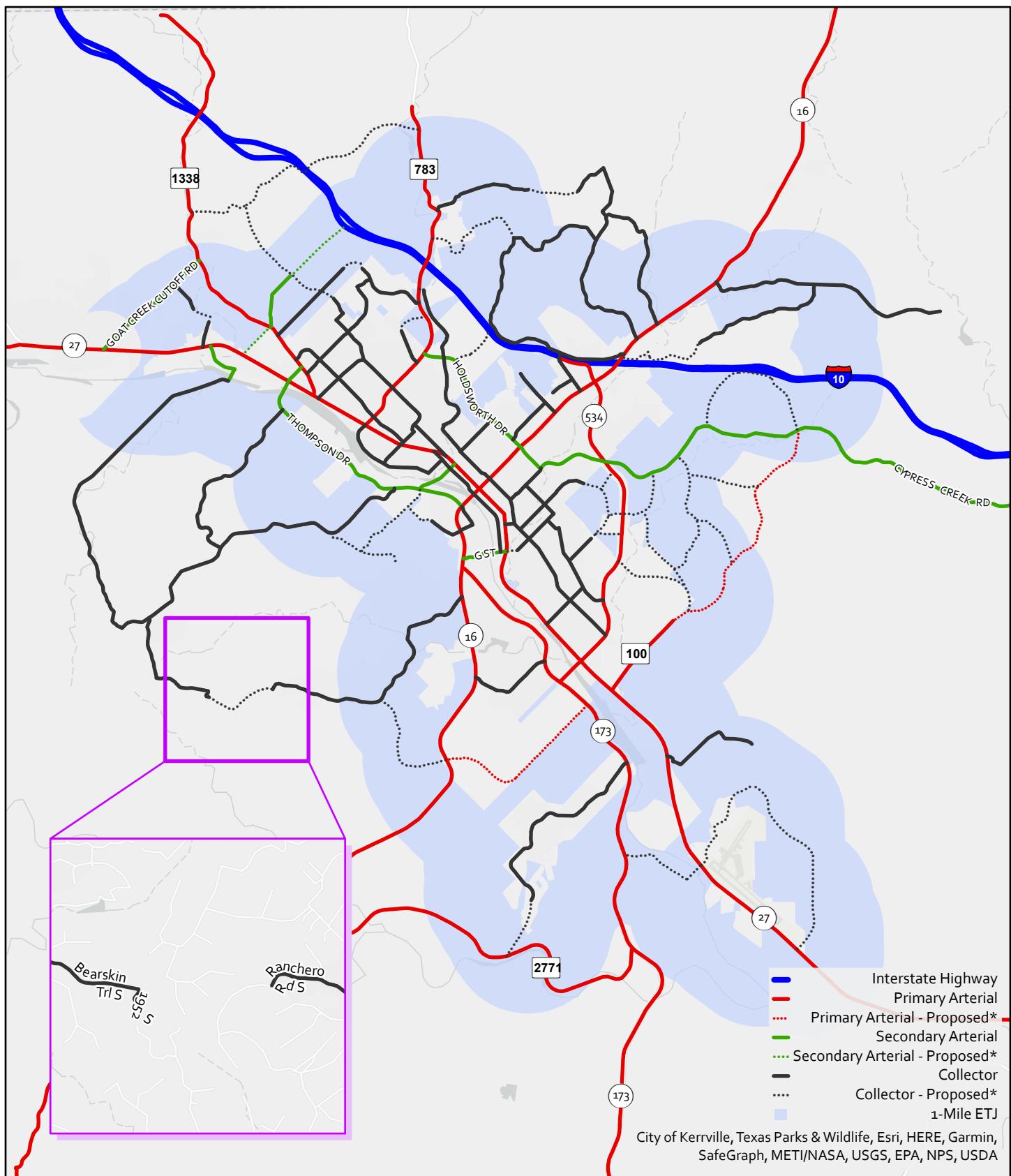
Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

Exhibit "A"

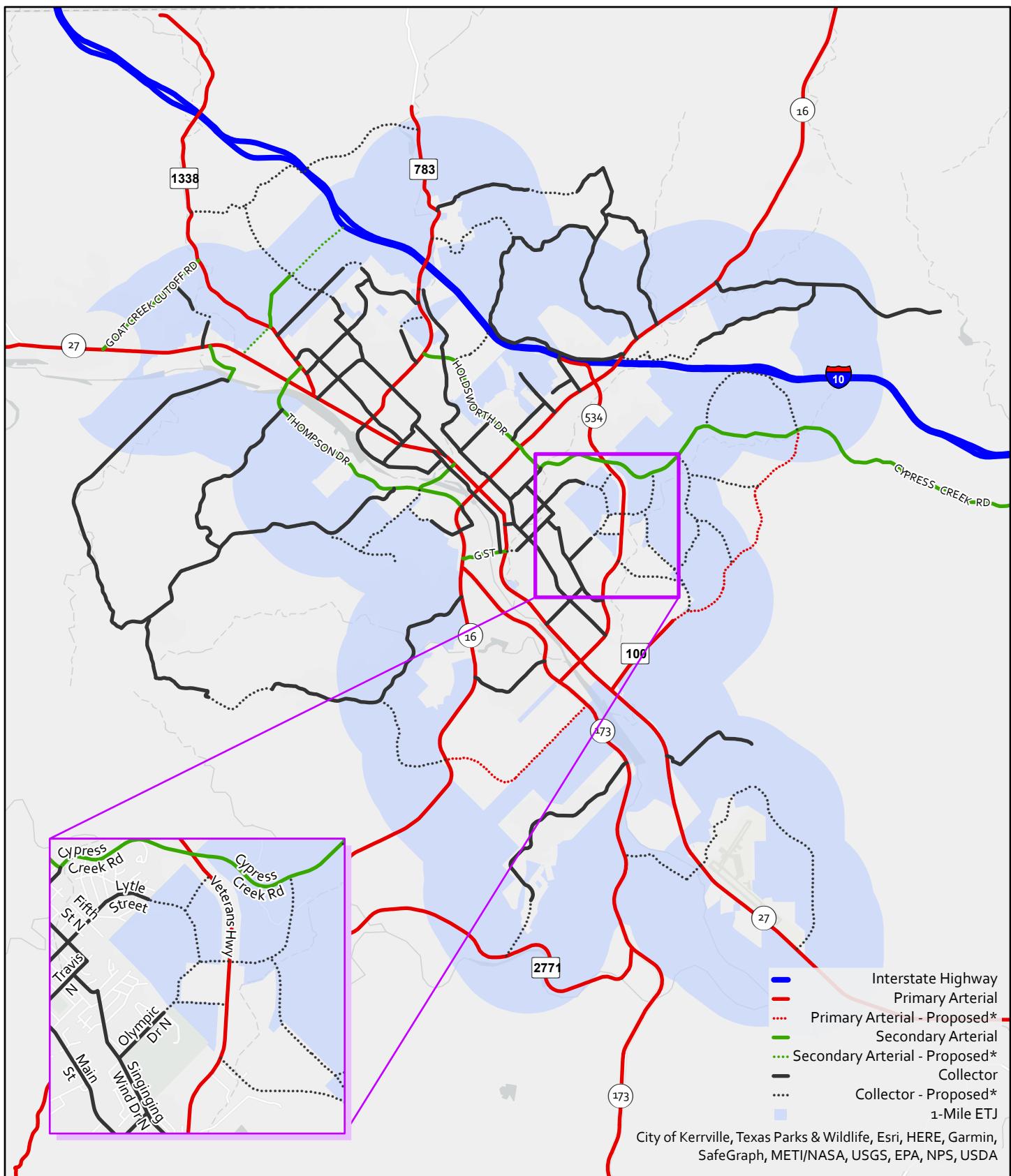
Removal of Proposed Collector



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 "B"

Realignment of Proposed Collector



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



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

SUBJECT: Resolution No. 19-2020. A Resolution approving the Neighborhood Enhancement Team Program (NET) for the City of Kerrville, Texas; and a presentation of NET accomplishments within Doyle Community, and action to authorize the use of public funds to make minor improvements on private property and removal of unsafe structures.

AGENDA DATE OF: September 22, **DATE SUBMITTED:** Sep 10, 2020
2020

SUBMITTED BY: Guillermo Garcia

EXHIBITS: [20200922_Resolution_19-2020 Neighborhood Enhancement Team NET.pdf](#)
[20200918_Exhibit A_NET Program Scope.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$7,218.68	\$30,000	\$30,000	29-2903-4300

PAYMENT TO BE MADE TO:

Kerrville 2050 Item?	Yes
Key Priority Area	C - Community / Neighborhood Character and Place Making
Guiding Principle	C6. Celebrate and honor the character of each neighborhood and its culture. Revitalize neighborhoods and create gathering places within them while avoiding the displacement of citizens and their cultures.
Action Item	C6.7 - Create neighborhood area plans appropriate to the uniqueness of particular parts of the city

SUMMARY STATEMENT:

The purpose of the Neighborhood Enhancement Team (NET) is to enhance the quality of life for Kerrville residents one neighborhood at a time through the concentrated delivery of services and programs provided by the City and others. Working in partnership with the neighborhoods, the City's goal is to strengthen neighborhoods by addressing citizen's particular concerns, raising awareness of code and zoning ordinances, providing information on accessing city services, and promoting a clean and safe environment.

The NET was created as a conduit to completing the goals and objectives outlined in the Kerrville 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." This vision was further solidified through the adoption of actions within the Kerrville 2050 plan and the Doyle Community Plan:

Kerrville 2050 Actions

- H2.2 – Use code enforcement as a tool for stabilizing and improving existing neighborhoods, not as a means to redevelopment
- H2.6 – Implement an effective demolition program for substandard structures, including the adoption of the required ordinance
- C5.5 – Implement an effective demolition program for substandard structures, including the adoption of the required ordinance
- C6.7 – Create neighborhood area plans appropriate to the uniqueness of particular parts of the city

Doyle Community Action Plan

- NC3 – Work with Kerrville churches, civic clubs, Schreiner University, and other organizations to develop a volunteer program to assist elderly and disabled Doyle residents with property maintenance
- NC4 – Utilize the City's proposed Neighborhood Engagement Team (NET) approach as a tool for identifying code enforcement issues and coordinating volunteer efforts aimed at achieving neighborhood improvements

The presentation will highlight the activities that have been completed in the Doyle Community and identify suggested actions to be taken by City Council.

RECOMMENDED ACTION:

Approve Resolution No. 19-2020.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 19-2019

**A RESOLUTION APPROVING THE NEIGHBORHOOD
ENHANCEMENT TEAM PROGRAM (NET) FOR THE CITY
OF KERRVILLE, TEXAS**

WHEREAS, on June 26 2018, City Council, pursuant to its home rule powers and Chapter 213 of the Texas Local Government Code, adopted the *City of Kerrville Comprehensive Plan-Kerrville 2050* ("Comprehensive Plan"); and

WHEREAS, the Comprehensive Plan, in its vision statement, states that "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; and

WHEREAS, staff has created the Neighborhood Enhancement Team (NET) program as a way to enhance the quality of life for Kerrville residents one neighborhood at a time through the concentrated delivery of services and programs provided by the City and others; and

WHEREAS, working in partnership with other entities and persons, the goal of NET is to strengthen neighborhoods within the City by addressing citizens' particular concerns, raising awareness of code and zoning ordinances, providing information on accessing City services, and promoting a clean and safe environment; and

WHEREAS, City Council finds it in the public interest to approve NET as presented, and Council finds that the creation and implementation of NET serves public interests by increasing public health, safety, and welfare of persons in the City;

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

City Council approves the Neighborhood Enhancement Team program (NET), as outlined in **Exhibit A**.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:

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

Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



City of Kerrville NET Program Scope

The purpose of the Neighborhood Enhancement Team (NET) is to enhance the quality of life for Kerrville resident's one neighborhood at a time through the concentrated delivery of services and programs provided by the City and others. Working in partnership with the neighborhoods, the City's goal is to strengthen neighborhoods by addressing citizen's particular concerns, raising awareness of code and zoning ordinances, providing information on accessing city services, and promoting a clean and safe environment.

Scope of work:

1. Educate and raise awareness of city code and ordinances
2. Evaluate and identify opportunities for improvement within a neighborhood consisting of private property, public property, commercial property, and right of ways.
3. Conduct minor repair, painting, mowing and clearing of brush and rubbish, and tree trimming.
4. Removal of junked vehicles from private, public, and commercial property.
5. Demolition of unsafe building on a volunteer base from the property owner.
6. Use of city staff, equipment, and funds to complete improvements within the neighborhoods



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

SUBJECT: Update on status of Long Range Water Supply Plan implementation and Professional Services Agreement with Hewitt Engineers Inc. for the completion of a groundwater well in the Ellenberger Aquifer.

AGENDA DATE OF: September 22, **DATE SUBMITTED:** Sep 16, 2020
2020

SUBMITTED BY: Stuart Barron

EXHIBITS: [Hewitt Well Completion Scope and Fee.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$52,700	\$ 1,235,070	\$ 1,250,000	Project Number 71-20001

PAYMENT TO BE MADE TO: Hewitt Engineering

Kerrville 2050 Item?	Yes
Key Priority Area	W - Water / Waste-Water / Drainage
Guiding Principle	W1. Develop and maintain long-range water plans that prioritize infrastructure needs and identify funding sources.
Action Item	W1.5 - Examine the option of piping water in from well fields

SUMMARY STATEMENT:

The Headwaters Groundwater Conservation District (HGCD) and the City of Kerrville (City) recently entered into a partnership to embark on an exploratory groundwater well to better understand the water resources located under the Trinity Aquifer within the city limits of Kerrville. The exploratory well site is located on City-owned property near Legion Drive on the eastern portion of the community.

Exploratory drilling occurred over the summer of 2020. The top section of the exploratory well was drilled to 615 feet. A steel liner was installed and pressure cemented. This action sealed off the Trinity Aquifer and any aquifers above it. Headwaters' driller then drilled down to a total depth of 1520 feet. The water bearing formation was determined to be between 615 feet and 710 feet. The bottom section of the well was plugged off and a pump test was completed on September 1, 2020. The well averaged 793 gallons per

minute of water production for 36 hours. This production test indicated that if the well is completed and put into production to the City's water production system it will be the third strongest well for the City of Kerrville. Staff will provide a presentation regarding the exploratory well process, the current status of implementation of the recently adopted Long Range Water Supply Plan, and next steps for putting this successful well into production for the community.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute a professional services agreement with Hewitt Engineering, Inc.



September 11, 2020

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

**Re: Legion Well Civil Construction Plans
Engineering Design Fee Proposal**

Dear Stuart,

Per your request, I have prepared a scope and fee schedule for the preparation of final design plans and specifications associated with the above referenced project. The scope of services includes the following tasks:

1. Prepare Plan Sheets and Details (approximately 9 sheets)
2. Design of the well site plan including wellhead, grading, drainage and fencing
3. Design of the off-site well access road and well collection waterline
4. Design of the discharge piping and manifold details
5. Design of the Metal Building for the well and piping
6. Design of the proposed chlorination system for the water well
7. Determine and provide the required chlorine contact time
8. Water System Modeling to evaluate flow diversion for chlorine contact time
9. Prepare Technical Specifications and Bid Documents
10. Submit 60%, 90% and 100% Plans and Specifications to the City
11. Prepare Project Scheduling, Bid Quantities, and Cost Estimates
12. Coordinate with City Staff, Electrical Subconsultant and TCEQ
13. Attend Prebid conference, evaluate bids and prepare contractor recommendation
14. Construction Phase Services including preconstruction meeting, submittal reviews, construction observation, and preparation of the applicable record drawings

The final result of this project will be one set of signed and sealed original drawings (approximately 9 sheets), three full size and two half size sets of black line copies of the drawings and technical specifications for the purpose of providing bid documents to potential contractors. ESA Mechanical and Electrical Engineering, Inc. will prepare the electrical engineering plans and specifications.

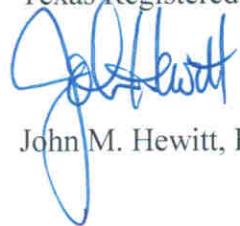
We propose to perform these tasks including Basic and Additional Services including all expenses for a lump sum amount of \$52,700. This fee consists of Basic Design Services of \$44,200 (\$39,030 for civil and \$5,170 for electrical design) and Construction Phase Services of \$8,500 (\$5,255 for civil and \$3,245 for electrical). Additional field surveying is not included in this proposal. Exhibit "A" provides a detailed man hour estimate of the fees associated with each of the individual design

and coordination tasks. The subconsultant proposal for ESA Mechanical and Electrical Engineering, Inc. is attached.

Please feel free to contact me at 830-315-8800 or by email at jmhewitt@hewitt-inc.com if you have any questions or require additional information.

Respectfully,

HEWITT ENGINEERING INC.
Texas Registered Engineering Firm F-10739

A handwritten signature in blue ink that reads "John M. Hewitt".

John M. Hewitt, P.E., CFM

Attachments

EXHIBIT A
FEE SUMMARY
LEGION WELL

Task	Total Labor Cost	Principal Hours	PE Hours	Total Hours
DESIGN PHASE SERVICES				
Plans Prep & Site Piping, Electrical Service and Chlorinator Design				
Coordination w/surveyor/electrical subs	\$1,400	8	2	10
Cover Sheet, Sheet Index & Location Map	\$1,100	2	8	10
Well Site Plan	\$4,200	12	24	36
Wellhead Plan and Details	\$1,400	4	8	12
Discharge Piping, Pump and Mechanical Details	\$5,900	18	32	50
Well Building Plans and Details	\$4,800	16	24	40
Chlorine Building Plans and Details	\$2,800	8	16	24
Chlorinator and Miscellaneous Details	\$4,800	16	24	40
Prepare Site Work/Piping/Pump/Chlorinator Technical Specifications	\$4,800	32		32
Determine/Provide Chlorine Contact Time	\$2,400	16		16
Coordination with TCEQ	\$1,500	10		10
<i>Water System Modeling/Flow diversion in water system</i>	\$1,000			
<i>Electrical/Mechanical Subconsultant</i>	\$5,170			
Prepare Quantities & Cost Estimates	\$1,700	6	8	14
Attend Prebid/Answer Questions	\$600	4		4
Expenses (Reproduction and Mileage)	\$630			
Subtotal	\$44,200	152	146	298
CONSTRUCTION PHASE SERVICES				
Preconstruction Meeting	\$300	2		2
Review Submittals/Answer RFI's	\$1,500	6	6	12
Site Visits	\$1,400	4	8	12
Prepare Record Drawings	\$1,600	4	10	14
<i>Electrical/Mechanical Subconsultant</i>	\$3,245			
Expenses (Reproduction and Mileage)	\$455			
Subtotal	\$8,500	16	24	40
TOTAL	\$52,700	168	170	338



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

SUBJECT: Killdeer Mountain Manufacturing Business Development Project, to include the following agreements:

- (a) Economic Development Grant and Real Estate Purchase Agreement.
- (b) Economic Development Incentive Grant Agreement with EIC for KMM.
- (c) Economic Development Incentive Agreement between the City of Kerrville, Texas, and Killdeer Mountain Manufacturing, Inc.

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Sep 18, 2020

SUBMITTED BY: Shelley McElhannon

EXHIBITS:

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 E - Economic Development

Guiding Principle	E2. Develop policies, processes and programs, including economic incentives, which are clear and consistently applied by a team of City and partner economic development entities working with stakeholders and focused on attracting, retaining and expanding business
--------------------------	---

Action Item E2.10 - Create incentive packages and make readily available to targeted industries and businesses looking to expand or relocate to the Kerrville area

SUMMARY STATEMENT:

The City Council will review the revised Agreements that have been drafted to consummate a business and employment expansion of Killdeer Mountain Manufacturing (KMM) to Kerrville, TX. KMM is a Tier 1 leading manufacturer of electronic components for military and aerospace industries, and currently operates solely out of western North Dakota.

RECOMMENDED ACTION:

On-going discussion of revised agreements.



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

SUBJECT: Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

AGENDA DATE OF: September 22, **DATE SUBMITTED:** Aug 05, 2020
2020

SUBMITTED BY: Shelley McElhannon

EXHIBITS:

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-going responsiveness to changing conditions and situations.

RECOMMENDED ACTION:

Actions for the preparedness and response to COVID-19 (Coronavirus) circumstances.



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

SUBJECT: Review of the declaration of local state of disaster due to a public health emergency, March 20, 2020.

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Aug 05, 2020

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20200922_Resolution_16-2020 Extending Mayor's Disaster Declaration Covid-19 7-28-20.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:

Review the Disaster Declaration revised March 20, 2020.

RECOMMENDED ACTION:

Review declaration.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 16-2020**

**A RESOLUTION AUTHORIZED BY SECTION
418.108(B) OF THE TEXAS GOVERNMENT CODE
EXTENDING THE MAYOR'S DECLARATION THAT
COVID-19 (CORONAVIRUS) POSES AN IMMINENT
THREAT OF DISASTER WITHIN THE CITY OF
KERRVILLE AND DECLARING A STATE OF
DISASTER WITHIN THE CITY**

WHEREAS, on March 16, 2020, Mayor Bill Blackburn, acting in accordance with authority granted to him under the City's Charter and Section 418.108(a) of the Texas Government Code, declared a local state of disaster ("disaster declaration") for the City due to concerns related to the coronavirus disease 2019 (COVID-19); and

WHEREAS, the Mayor revised and reissued the disaster declaration on March 18, 2020 and March 19, 2020 to account for new information and health recommendations; and

WHEREAS, Section 418.108(b) of the Texas Government Code provides that the disaster declaration may not be continued for a period of more than seven days except with the consent of City Council; and

WHEREAS, City Council, pursuant to its adoption of Resolution No. 06-2020 consented to the Mayor's declaration and extended it in accordance with state law; and

WHEREAS, the Mayor, on today's date, has issued a revised declaration, which revises his previously issued declaration to update it to current conditions and needs; and

WHEREAS, City Council believes that the conditions necessitating the disaster declaration will continue to exist for a period of more than seven days; and

WHEREAS, City Council supports the disaster declaration signed by Mayor Bill Blackburn on July 28, 2020, and consents to its continuation for a period of more than seven days;

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

City Council hereby ratifies the disaster declaration signed by Mayor Bill Blackburn on July 28, 2020 and consents to its continuation indefinitely or until such time as it is terminated by order of the Council. Said declaration is attached hereto as **Exhibit A**.

PASSED AND APPROVED ON this the 28 day of July, A.D., 2020.

ATTEST:


Shelley McElhannon, City Secretary


Bill Blackburn, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

**DECLARATION OF LOCAL STATE OF DISASTER DUE TO A PUBLIC
HEALTH EMERGENCY – EXTENDED (4th Declaration)**

**A DECLARATION OF THE MAYOR OF THE CITY OF
KERRVILLE, TEXAS, DECLARING THAT COVID-19
(CORONAVIRUS) REMAINS AN IMMINENT THREAT OF
DISASTER WITHIN THE CITY OF KERRVILLE AND
EXTENDING THE DECLARATION OF A STATE OF DISASTER
WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Kerrville, Texas (the “City”) from on or before the 16th day of March 2020, prepared for damage, injury, or loss of life resulting from the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus; and

WHEREAS, it is critical that the City continue taking actions to respond to and mitigate the spread of COVID-19 to protect the health and welfare of the public; and

WHEREAS, extending the City’s *Declaration of Local State of Disaster Due to a Public Health Emergency* will continue to help facilitate and expedite the use and deployment of resources to enhance the City’s ongoing response and mitigation to COVID-19; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas certified that COVID-19 poses an imminent threat of disaster and declared a state of disaster for all counties in Texas, has extended his declaration several times, and to date, has issued approximately twenty-two orders, many of which remain in effect, in an effort to mitigate said disaster; and

WHEREAS, the Texas Department of State Health Services (“DSHS”) has previously determined, including an updated declaration issued on May 15, 2020, that as of March 19, 2020, COVID-19 represented and continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, the Mayor urges all citizens of Kerrville and this community to continue to monitor government websites such as the Centers of Disease Control and Prevention (“CDC”), DSHS, and the Texas Governor as well as news sources in an attempt to remain aware and vigilant about COVID-19 and the evolving situation; and

WHEREAS, the Mayor, in seeking information from national, state, and local experts continues to believe that extraordinary measures must continue to be taken to respond to and to mitigate the spread of COVID-19 and its impact to the public health and welfare;

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF KERRVILLE:

SECTION ONE. Extending Declaration of Local State of Disaster. A local state of disaster (“disaster declaration”) was previously declared for the City of Kerrville, Texas, pursuant to Section 418.108(a), Texas Government Code, on March 16, 2020, and then revised on March 18, 2020 and March 19, 2020. The Mayor hereby extends the March 19, 2020, declaration in accordance with law.

SECTION TWO. Duration of Local State of Disaster. Pursuant to Section 418.108(b), Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by Kerrville City Council.

SECTION THREE. Publicity and Filing. Pursuant to Section 418.108(c), Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary, to include posting it on the City’s website.

SECTION FOUR. Continuing the Activation of the City Emergency Management Plan. Pursuant to Section 418.108(d), Texas Government Code, this declaration of a local state of disaster continues the activation of the City’s Emergency Management Plan.

SECTION FIVE. Public Meetings - Audience and presenter social distancing; public testimony and public hearing input. City Council meetings and meetings of other City Boards and Commissions may be delayed, rescheduled, or conducted in accordance with alternate measures as permitted by law. To reduce the chance of COVID-19 transmission, the City shall hold its public meetings in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with other members of the community, City Council and other Board and Commission members, and City staff. Public testimony and public hearing input for public comment and on all items on the agenda at public meetings of the City Council and City Boards and Commissions shall be provided in a manner that best serves these purposes, but balancing the right of a person to make a public statement, orally and in person, virtually, or in writing but keeping in mind the public health and safety. The City shall establish and provide notice of its *Council Meeting Procedures during Disaster Period* and shall also provide notice on its website of the meeting schedule for City Council and its other Boards and Commissions and the health measures applicable to each.

SECTION SIX. Municipal Court. All court proceedings in the City’s Municipal Court may be altered or even postponed in accordance with state law, including orders and direction from the Texas Supreme Court and the state’s Office of Court Administration.

SECTION SEVEN. City Manager Authority. The City Manager, or designee, is authorized to take the following actions, but shall provide notice of such to City Council following such action:

- a. make application for local, state, and federal assistance as necessary and/or applicable;
- b. accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials from private, nonprofit, or government sources;
- c. suspend disconnections, fees, and penalties related to the City's provision of services.

SECTION EIGHT. Limitation of Declaration. This disaster declaration does not extend to law enforcement activities, emergency responses, or to school districts or private school facilities within the City.

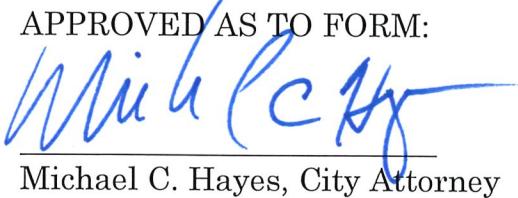
SECTION NINE. Effective Date. This proclamation shall take effect immediately from and after its issuance. This disaster declaration supersedes all previous declarations on this matter.

ORDERED and REVISED this the 28 day of July, 2020.

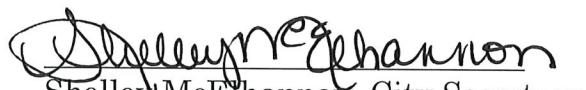
THE CITY OF KERRVILLE, TEXAS


Bill Blackburn, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:


Shelley McElhannon, City Secretary



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

SUBJECT: Financial update for the month ended August 31, 2020.

AGENDA DATE OF: September 22, 2020 **DATE SUBMITTED:** Sep 15, 2020

SUBMITTED BY: Amy Dozier

EXHIBITS: [20200922_Presentation_August 2020 financial presentation.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:

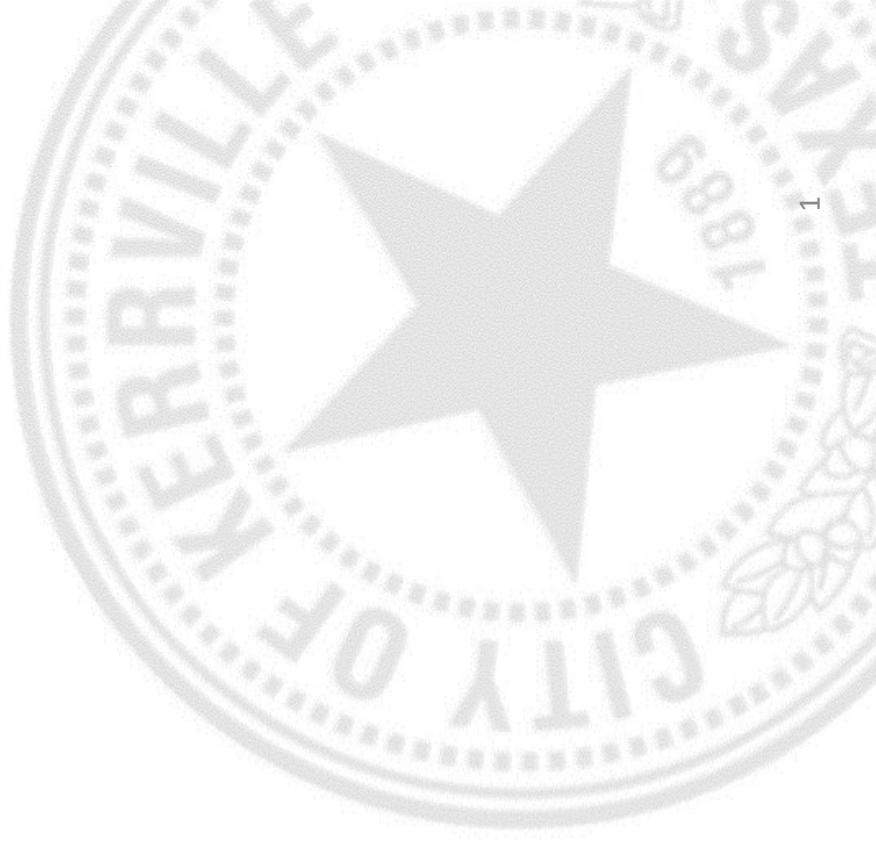
See the attached presentation regarding financial results through August 31, 2020.

RECOMMENDED ACTION:

No action required; information only.

Financial update for the month ended **August 31, 2020**

City Council Meeting
September 22, 2020



General Fund Summary

Fund	Total FY2020	Year to Date FY2020	Year to Date FY2020	Better / (Worse)	Year to Date FY2019	Change from FY2019
Budget	Budget	Budget	Actual	than Budget	Actual	
General Fund						
Revenues						
Property Tax	\$ 9,922,412	\$ 9,899,647	\$ 9,970,590	\$ 70,943	\$ 9,518,341	\$ 452,249
Sales Tax	7,470,865	6,858,047	6,954,029	95,982	6,614,101	339,928
Other Revenue	11,368,800	9,895,442	9,302,895	(592,547)	9,704,410	(401,515)
Total Revenue	28,762,077	26,653,136	26,227,514	(425,622)	25,836,852	390,662
Expenditures	28,762,077	25,866,621	22,858,100	3,008,522	23,983,967	(1,125,868)
Net	\$ -	\$ 786,515	\$ 3,369,415	\$ 2,582,900	\$ 1,852,885	\$ 1,516,529

- Overall, revenues during the pandemic have been down, but better than anticipated
- Budget cuts and CARES Act Funding will result in lower than budgeted expenditures for the year

Sales Tax Revenue - August

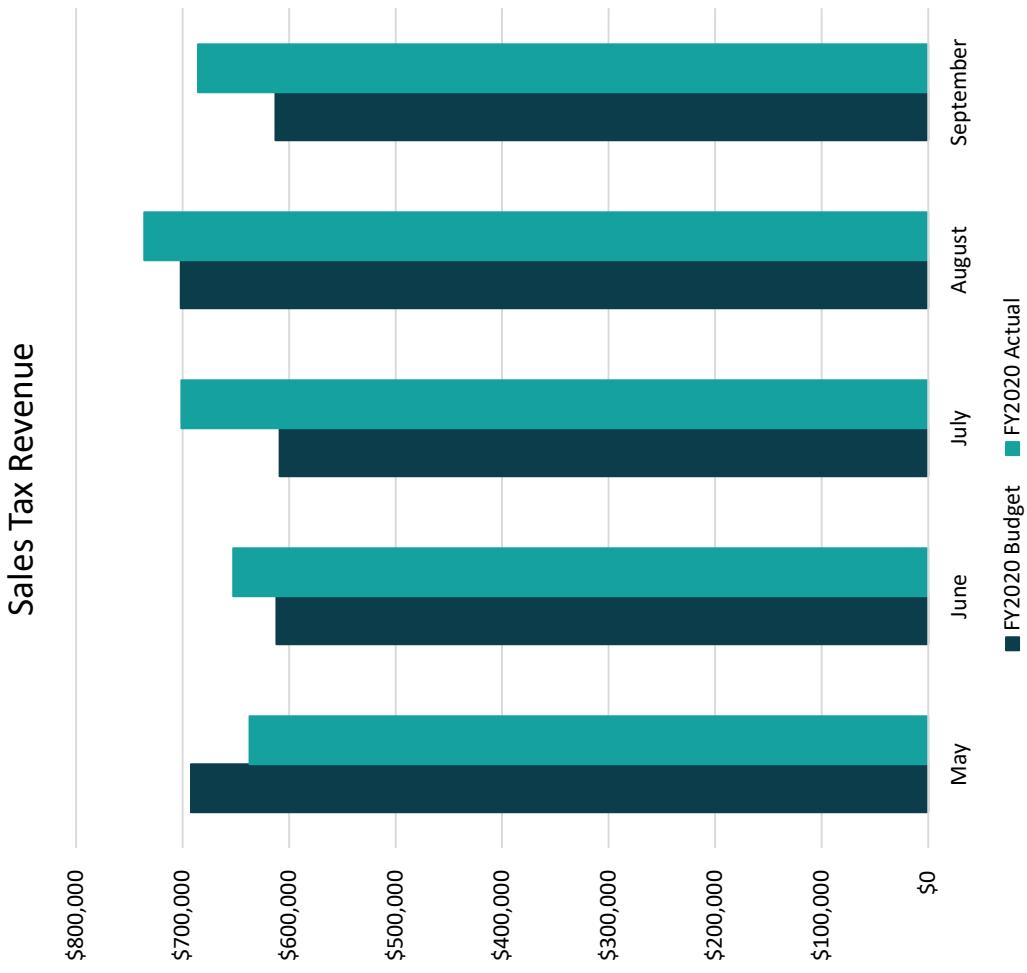
- August 2020 sales tax is:
 - ✓ 10.7% higher than August 2019
 - ✓ 4.9% higher than original budget
- Increase is primarily due to retail, which is the largest sales tax category
- Retail increases include home improvement, big box, new stores, online sales
- Food services category showed first year over year increase since pandemic began

Sales Tax - General Fund						Budget FY2019	vs. vs.
	FY2019 Actual	FY2020 Budget	COVID Projection	FY2020 Actual	FY2020 Actual	Budget FY2019 vs. vs. FY2020	
October	\$ 569,505	\$ 595,610		\$ 589,565		-1.01%	3.52%
November	553,493	612,837		602,064		-1.76%	8.78%
December	590,366	576,813		595,301		3.21%	0.84%
January	542,686	593,444		585,993		-1.26%	7.98%
February	752,367	782,958		787,936		0.64%	4.73%
March	532,108	541,502		541,971		0.09%	1.85%
April	569,224	540,068		524,431		-2.90%	-7.87%
May	598,209	692,162	581,594	637,099		-7.96%	6.50%
June	609,924	612,010	367,206	652,586		6.63%	6.99%
July	631,314	608,879	365,327	700,987		15.13%	11.04%
August	664,905	701,765	526,324	735,913		4.87%	10.68%
September	614,540	612,817	520,895	685,621		11.88%	11.57%
YE Adjust	68,526			(69,615)*			
YTD	\$ 7,297,167	\$ 7,470,865		\$ 7,569,851		1.32%	3.74%

*estimated

Sales Tax Revenue - COVID

- Sales tax has INCREASED during COVID
- June – September collections are higher than budget, COVID projection and FY2019
- Regional retail and online sales are key drivers
- Sales tax revenue for FY2020 is expected to EXCEED budget by approximately \$100K
- Original COVID projection was a shortfall of \$882K



General Fund Revenues

EMS Revenue

- Call volume returning to normal levels, but down 14.3% YTD. YTD revenue is significantly down at \$281K lower than budget through August.
- Ambulance Supplement of \$198K received in September. Original budget was \$400K.

Recreation Revenue

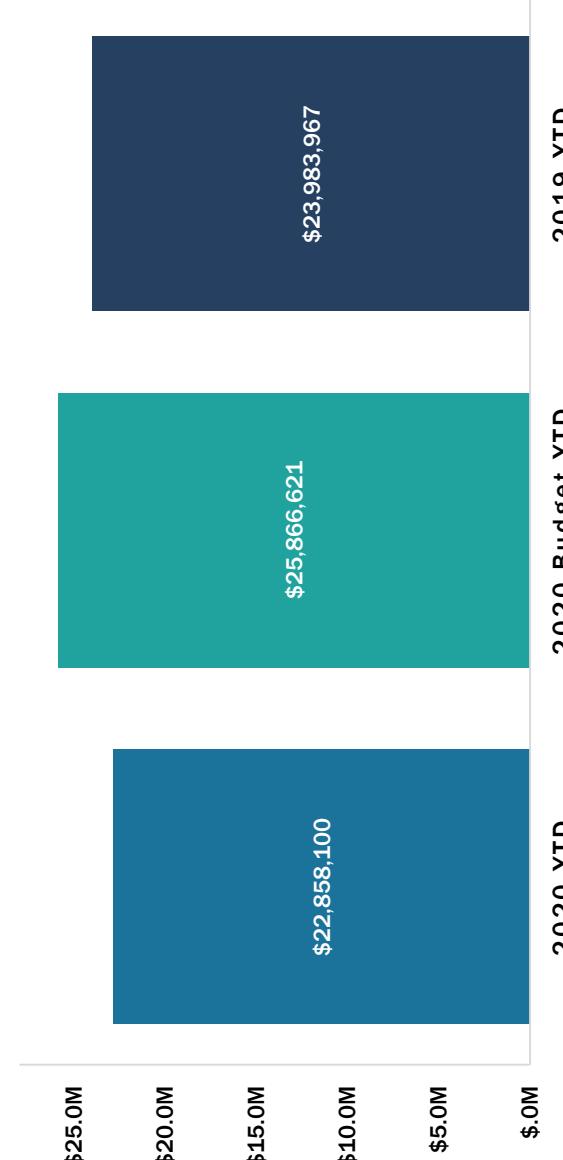
- Up \$21K or 39.7% compared to August 2019.
- Increases in day pass, RV site and mini cabin revenue.
- Positive revenue impacts from increased social media & marketing, plus COVID related RV industry gains.

Municipal Court

- Down \$10K or 30.2% compared to August 2019.
- FY2020 revenues projected to be significantly down at \$325K less than budget.

General Fund Expenditures

General Fund Expenditures



- Vacancies in Parks, Police, Engineering, IT
 - Temporary executive salary reductions
 - Reduced paving expense
- Significantly reduced travel and training
- Reduced supplies and equipment – especially Police and Parks

Water Fund Summary

Fund	Total	Year to Date	Year to Date	Better / (Worse)	Year to Date	Change from
	FY2020	FY2020	FY2020	(Worse)	FY2019	FY2019
	Budget	Budget	Actual	than Budget	Actual	FY2019
Water Fund						
Revenues						
Water Sales	\$ 6,487,507	\$ 5,863,813	\$ 5,458,377	\$ (405,436)	\$ 4,460,961	\$ 997,417
Sewer Sales	5,525,753	5,045,095	5,027,040	(18,055)	4,870,082	156,958
Reuse Sales	154,181	139,358	126,710	(12,649)	45,757	80,953
Other Revenue	868,153	769,301	941,207	171,906	943,489	(2,282)
Total Revenue	13,035,594	11,817,568	11,553,335	(264,233)	10,320,289	1,233,046
Expenditures	13,035,594	11,814,044	11,277,018	537,026	10,906,401	370,617
Net	\$ -	\$ 3,523	\$ 276,316	\$ 272,793	\$ (586,112)	\$ 862,429

- Lower than budgeted revenues will be more than offset by lower than budgeted expenses due primarily to savings in supplies and maintenance
- Year end budget amendment will propose moving excess funds to the Asset Replacement Fund for vac-con purchase

Other Funds Summary

Fund	Development Services Fund			Golf Fund			Hotel Occupancy Tax Fund			
	Total FY2020	Year to Date FY2020	Year to Date FY2020	Better / (Worse)	Year to Date FY2019	Change from FY2019	Total FY2020	Year to Date FY2020	Year to Date FY2019	Change from FY2019
Revenues	Permits & Fees	\$ 688,870	\$ 643,131	\$ 824,048	\$ 180,917	\$ 491,395	\$ 332,653			
Transfer In	237,422	217,636	217,636	-	649,630	(431,994)				
Total Revenue	926,292	860,767	1,041,684	180,917	1,141,025	(99,341)				
Expenditures	926,292	832,130	782,317	49,813	1,113,016	(330,699)				
Net	-	28,636	259,367	230,730	28,009	231,358				
Revenues	Recreation Transfer In	828,132	771,668	(56,464)	766,121	5,547				
	80,000	74,167	74,167	-	74,167	-				
Total Revenue	997,537	902,298	845,835	(56,464)	840,287	5,547				
Expenditures	997,537	868,204	827,415	40,788	839,571	(12,156)				
Net	-	34,095	18,419	(15,675)	716	17,703				

Fund Analysis

Development Services Fund

- Revenues continue better than budget due to major projects (HEB, KISD, The Landing, Arcadia, Starbucks, etc.)

Golf Fund

- YTD revenue is now higher than FY2019 due to increased rounds played, rates, and tournament revenue
- Benefiting from positive industry trends during COVID-19 and increased social media and marketing efforts

Hotel Occupancy Tax Fund

- August 2020 occupancy tax down only 1.2% or \$2K
- Increases seen at short term rental properties and properties with cabins/stand alone structures

Debt Refunding Update

AA bond rating issued by Standard and Poor's

- S&P assigned AA rating to refunding bonds and affirmed AA rating on existing debt
- **Comments from S&P included:**

“We view the city's management as very strong, with strong financial policies and practices”

“Kerrville's budgetary flexibility is very strong”

“Kerrville's debt and contingent liability profile is strong”

S&P defines an AA rating as follows:

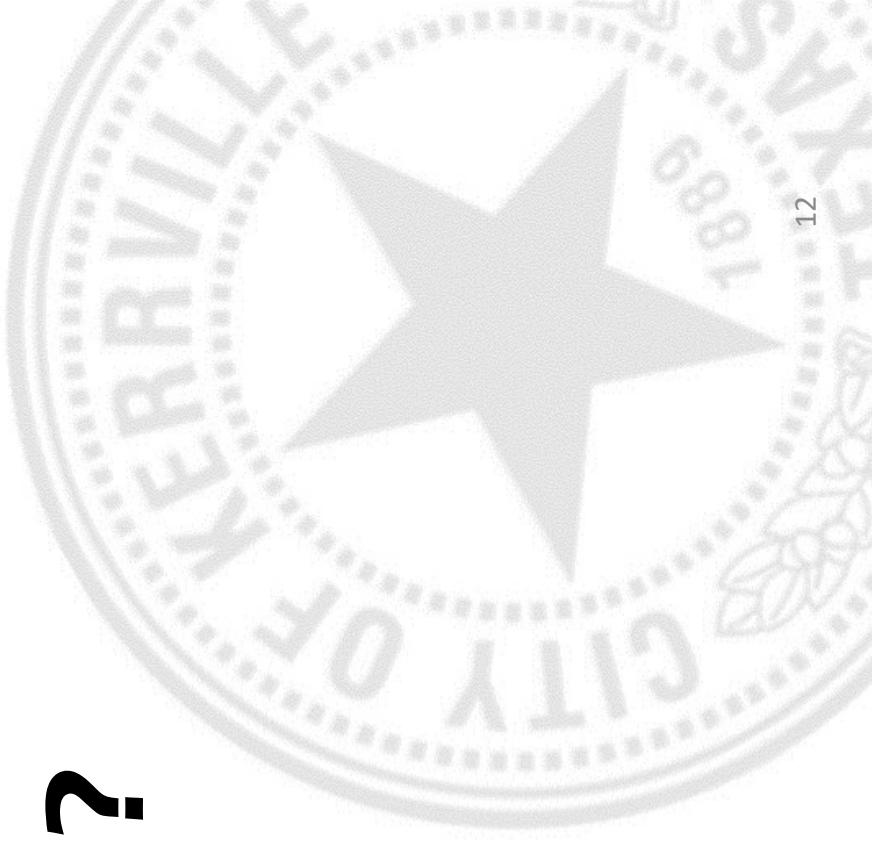
An obligation rated 'AA' differs from the highest-rated obligations only to a small degree. The obligor's capacity to meet its financial commitments on the obligation is very strong.

Debt Refunding Update

Next Steps

- Pricing on September 22, 2020
- October 15, 2020 closing date
- Presentation to Council with final results scheduled for October 13, 2020

**Council Questions or
Comments?**





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

SUBJECT: Appointment to the Zoning Board of Adjustment. (This item is eligible for discussion in Executive Session 551.074 personnel/officers.)

AGENDA DATE OF: September 22, **DATE SUBMITTED:** Aug 05, 2020
2020

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20200908_Roster_ZBA.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:

Four vacancies exists for the Zoning Board of Adjustment.

Five applications: Mike Asmus (currently an alternate board member), Pablo Brinkman (reappointment), Bill Morgan, Jim Sandy, and Paul Zohlen (reappointment).

The interview team for this board is Mayor Blackburn and Councilmember Sigerman.

RECOMMENDED ACTION:

Appoint members.

Zoning Board of Adjustment

Name	Term	Start date	End date	Position
Pablo Brinkman	1	12-Jun-18	30-Sep-20	
Ernest Garza	1	9-Jun-20	30-Sep-22	
Robert Irvin	1	12-Jun-18	30-Sep-20	
Sam Ligon	3	9-Jun-20	30-Sep-22	
Paul Zohlen	2	12-Mar-19	30-Sep-20	
Mike Asmus	1	9-Jun-20	30-Sep-22	Alternate
Vacant		30-Aug-19	30-Sep-20	Alternate

Qualifications:

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

Powers and Duties:

1. The board shall hear and decide an appeal that alleges an error in any order, decision, or determination made by an administrative official of the city in the interpretation or enforcement of Chapter 211 of the Texas Local Government Code, as amended, or the zoning code.
2. The board shall grant, upon written request, variances from the height, yard, area, coverage, floor-to-area, and buffering regulations and required number of parking and loading spaces prescribed by the zoning code, which variances are not contrary to the public interest, and which, because of special conditions, a literal enforcement of the ordinance would result in unnecessary hardship.

Membership: 5 with 2 alternates

3 Term Limits with 2 year term length

Staff Liaison: Drew Paxton

Enacting Ordinance No. 1997-07.