

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, FEBRUARY 26, 2013, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, FEBRUARY 26, 2013, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Eldon Sheffer, Director of Church Relations at Schreiner University.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Cadet 2nd Lieutenant Brianna Jones of the Tivy High School Junior Reserve Officer Training Corp.

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. RECOGNITION AND COMMENDATIONS:

2A. Proclamation recognizing Mt. Olive Baptist Church for receiving an historic plaque in honor of their 112th birthday.

2B. Resolutions of Commendation to William Morgan and Joe Rogers for service on the Zoning Board of Adjustment. (staff)

2C. Resolutions of Commendation to Robbie Crocker, Jacques Duhr, and Melissa Southern for service on the food service advisory board. (staff)

2D. Resolution of Commendation to Lee Fry for service on the main street advisory board. (staff)

2E. Resolution of Commendation to James Kessler for service on the planning and zoning commission. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1117 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, February 22, 2013 at 2:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

2F. Recognition of the 2013 EMS Person of the Year award to Paramedic Misty Gordon. (staff)

2G. Recognition of the 2013 Firefighter of the Year award to Lieutenant/Paramedic Mark Dunning. (staff)

2H. Recognition of the 2013 Officer of the Year award: Investigator Jeffrey Purvis – Police Commendation award. (staff)

2I. Presentation of the Life Saving Award to Police Officer Ryan Cockrell. (staff)

2J. Presentation to Scott Loveland, Assistant Water and Wastewater Manager, for successfully obtaining a Class A water license from the State of Texas. (staff)

2K. Presentation to Donovan Banta, Water Reclamation Superintendent, for successfully obtaining a Class A wastewater license from the State of Texas. (staff)

2L. Recognition of EMS Billing Specialist Cyndy Zachry and EMS Billing Clerk Shelby Collier for becoming certified ambulance coders (CAC) by the National Academy of Ambulance Coding. (staff)

3. PRESENTATIONS:

3A. Presentation by Bob Treacy, Gallagher Benefits Services, on the Patient Protection and Affordable Care Act of 2010. (staff)

4. CONSENT AGENDA:

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

4A. Minutes of the regular meeting held on January 8, 2013.

4B. Interlocal agreement with the 198th Judicial District, District Attorney for the disposition of forfeited contraband seized under Chapter 59, Texas Code of Criminal Procedure. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1117 for further information.

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Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

4C. A resolution authorizing the director of parks and recreation and the director of golf/tennis to negotiate specific fees for use of parks and other city facilities. (staff)

4D. A resolution supporting the application of Communities for Veterans to construct low income rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs. (staff)

4E. A professional services agreement with Peter Lewis Architect + Associates, PLLC for design of the renovation and expansion of the central fire station in an amount not to exceed \$56,900.00. (staff)

4F. Non-exclusive License Agreement between the City of Kerrville and Texas Hill Country Senior Softball League for use of the City's softball fields. (staff)

4G. Purchase of a dump truck from Freightliner of Austin in the amount of \$80,459.00. (staff)

4H. Tennis professional agreement between the City of Kerrville, Texas and Jess Asper. (staff)

END OF CONSENT AGENDA

5. PUBLIC HEARING AND ORDINANCE, FIRST READING:

5A. An ordinance amending Article 10-IV-1 of the City of Kerrville Subdivision Code, commonly referred to as the city's "Subdivision Regulations", by amending Section 10-IV-1(B)(2)(D) of said regulations to address nonconforming lots; containing a cumulative clause; containing a savings and severability clause; providing for an effective date; ordering publication; and providing other matters related thereto. (staff)

6. ORDINANCE, FIRST READING:

6A. An ordinance amending Chapter 30 "Businesses" of the City's Code of Ordinances by adopting a new Article I "Group Homes and Boarding Home Facilities"; establishing registration, permitting, and inspection of group homes and boarding home facilities; 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. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1117 for further information.

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Deputy City Secretary, City of Kerrville, Texas

7. ORDINANCE, SECOND AND FINAL READING:

7A. An ordinance amending the budget for Fiscal Year 2013 to account for various changes to the city's operational budgets, supplemental appropriations, and closing out and supplementing capital improvement projects. (staff)

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Report from the Charter Review Commission. (staff)

8B. Accept or reject bids for purchase of the old City Hall, located at 800 Junction Highway. (staff)

8C. Authorize the city manager to enter into a contract with Hunter Demolition and Wrecking Corp. for the demolition of the old City Hall located at 800 Junction Highway in an amount not to exceed \$68,000.00 and authorize the city manager to execute additional change orders in an amount not to exceed a total contract price of \$80,000.00. (staff)

8D. Approval of design concepts and authorization to initiate the request for proposal process for the fabrication and installation of the wayfinding signage. (staff)

8E. Pending legislation under consideration by the State of Texas 83rd Legislative Session. (staff)

9. INFORMATION AND DISCUSSION

9A. Report on activities of the Kerrville Economic Development Corporation. (Councilmember Conklin)

9B. Budget/Economic Update. (staff)

9C. Proposal from the Kerr County Commissioners Court to extend the current interlocal agreement for firefighting and emergency medical services through September 30, 2024. (staff)

10. ITEMS FOR FUTURE AGENDAS

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Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

11 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 of Kerrville 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.

12. EXECUTIVE SESSION:

The Kerrville 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 matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code, including the following matters:

Sections 551.071 and 551.072:

- Discuss the purchase, exchange, lease, sale, or value of real property, the public discussion of which would not be in the best interests of the city's bargaining position with third parties, regarding property interests related to the following public works projects:
 - 800 Junction Highway
 - Jefferson Street lift station
 - G Street sewer project
 - River trail.

13. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

14. ADJOURNMENT.

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1117 for further information.

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Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Proclamation recognizing Mt. Olive Baptist Church for receiving an historic plaque in honor of their 112th birthday. (Mayor Pratt)



City of Kerrville

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PROCLAMATION

- WHEREAS,** Mt. Olive Baptist Church was organized by the Rev. G.W. Merriweather of San Antonio in 1902 to serve the African-American community in Kerrville; and
- WHEREAS,** Members would bring chairs from home to be used for church services because the first structure in the current location was a simple building without a bell, pews or musical instruments; and
- WHEREAS,** As the church continued to grow, baptizing facilities were donated, the youth and young people's choir was organized along with a Mission chorus and many important events such as weddings and baptisms were celebrated during this time; and
- WHEREAS,** In 1961 the white frame building was remodeled to a larger brick building to be able to serve a growing congregation, and
- WHEREAS** Since its beginning in 1902 the congregation has become more diverse, its commitment to the community has continued to grow making it possible for the church to serve the community with many programs for the elderly and the young people; and
- WHEREAS** Mt. Olive Baptist Church is the oldest predominately African-American Baptist Church in Kerrville celebrating its 112th year in September 2013, and will continue to be an important and celebrated part of our community for many future generations,

NOW, THEREFORE, I, Jack Pratt, Mayor of the City of Kerrville, Texas, do hereby congratulate

"MT. OLIVE BAPTIST CHURCH"

And urge all citizens of Kerrville, Texas to join in the celebration on the occasion of the dedication and unveiling of their newly placed historical marker during Black History Month.



IN WITNESS WHEREOF,

I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the _____ day of _____, 2013.

Jack Pratt, Jr., Mayor

Agenda Item:

2B. Resolutions of Commendation to William Morgan and Joe Rogers for service on the zoning board of adjustment. (staff)



City of Kerrville

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RESOLUTION OF COMMENDATION

WHEREAS, **WILLIAM MORGAN** had served as a member of the Zoning Board of Adjustment with the date of service beginning June 28, 2005; and

WHEREAS, **WILLIAM MORGAN** had served faithfully and dutifully on said board;

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

That **WILLIAM MORGAN** be recognized for outstanding service as a member of the Zoning Board of Adjustment, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of February, 2013.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary



Jack Pratt, Jr.
Jack Pratt, Jr., Mayor

Stacie Keeble
Stacie Keeble, Mayor Pro Tem

Carson Conklin
Carson Conklin, Councilmember

Gene Allen
Gene Allen, Councilmember

T. Justin MacDonald
T. Justin MacDonald, Councilmember



City of Kerrville

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RESOLUTION OF COMMENDATION

WHEREAS, JOE M. ROGERS had served as a member of the Zoning Board of Adjustment with the date of service beginning June 22, 2010; and

WHEREAS, JOE M. ROGERS had served faithfully and dutifully on said board;

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

That **JOE M. ROGERS** be recognized for outstanding service as a member of the Zoning Board of Adjustment, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of February, 2013.

ATTEST:

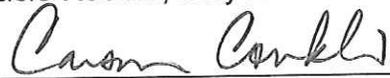

Brenda G. Craig, City Secretary



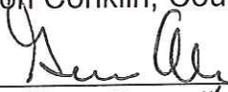
Jack Pratt, Jr., Mayor



Stacie Keeble, Mayor Pro Tem



Carson Conklin, Councilmember



Gene Allen, Councilmember



T. Justin MacDonald, Councilmember



Agenda Item:

2C. Resolutions of Commendation to Robbie Crocker, Jacques Duhr and Melissa Southern for service on the food service advisory board. (staff)



City of Kerrville

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RESOLUTION OF COMMENDATION

WHEREAS, ROBBIE CROCKER has served as a member of the Food Service Advisory Board with the date of service beginning September 9, 2008; and

WHEREAS, ROBBIE CROCKER has served faithfully and dutifully on said board;

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

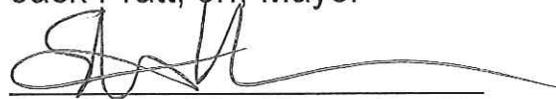
That **ROBBIE CROCKER** be recognized for outstanding service as a member of the Food Service Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of February, 2013.

ATTEST:


Brenda G. Craig, City Secretary


Jack Pratt, Jr., Mayor


Stacie Keeble, Mayor Pro Tem


Carson Conklin, Councilmember


T. Justin MacDonald, Councilmember


E. Gene Allen, Councilmember





City of Kerrville

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RESOLUTION OF COMMENDATION

WHEREAS, JACQUES DUHR has served as a member of the Food Service Advisory Board with the date of service beginning December 9, 2008; and

WHEREAS, JACQUES DUHR has served faithfully and dutifully on said board;

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

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

PASSED AND APPROVED, this the 26th day of February, 2013.

ATTEST:


Brenda G. Craig, City Secretary


Jack Pratt, Jr., Mayor


Stacie Keeble, Mayor Pro Tem


Carson Conklin, Councilmember


T. Justin MacDonald, Councilmember


E. Gene Allen, Councilmember





City of Kerrville

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RESOLUTION OF COMMENDATION

WHEREAS, MELISSA SOUTHERN has served as a member of the Food Service Advisory Board with the date of service beginning December 9, 2008; and

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

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

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

PASSED AND APPROVED, this the 26th day of February, 2013.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

Jack Pratt, Jr.
Jack Pratt, Jr., Mayor

Stacie Keeble
Stacie Keeble, Mayor Pro Tem

Carson Conklin
Carson Conklin, Councilmember

T. Justin MacDonald
T. Justin MacDonald, Councilmember

E. Gene Allen
E. Gene Allen, Councilmember



Agenda Item:

2D. Resolution of Commendation to Lee Fry for service on the main street advisory board. (staff)



City of Kerrville

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RESOLUTION OF COMMENDATION

WHEREAS, LEE FRY has served as a member of the Main Street Advisory Board with the date of service beginning January 27, 2009; and

WHEREAS, LEE FRY has served faithfully and dutifully on said board;

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

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

PASSED AND APPROVED, this the 26th day of February, 2013.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

Jack Pratt, Jr.
Jack Pratt, Jr., Mayor

Stacie Keeble
Stacie Keeble, Mayor Pro Tem

E. Gene Allen
E. Gene Allen, Councilmember

Carson Conklin
Carson Conklin, Councilmember

T. Justin MacDonald
T. Justin MacDonald, Councilmember



Agenda Item:

2E. Resolution of Commendation to James Kessler for service on the planning and zoning commission. (staff)



City of Kerrville

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RESOLUTION OF COMMENDATION

WHEREAS, JAMES KESSLER has served as a commissioner on the Planning and Zoning Commission with the date of service beginning April 12, 2005, and

WHEREAS, JAMES KESSLER has served faithfully and dutifully on said commission;

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

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

PASSED AND APPROVED, this the 26th day of February, 2013.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

Jack Pratt, Jr.
Jack Pratt, Jr., Mayor

Stacie Keeble
Stacie Keeble, Mayor Pro Tem

Carson Conklin
Carson Conklin, Councilmember

Justin MacDonald
Justin MacDonald, Councilmember

E.G. Allen
E.G. Allen, Councilmember



Agenda Item:

2F. Recognition of the 2013 EMS Person of the Year award to Paramedic Misty Gordon. (staff)

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

SUBJECT: Recognition and Presentation of the 2013 EMS Person of the Year Award to Paramedic Misty Gordon

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 15, 2013

SUBMITTED BY: Chief Robert Ojeda **CLEARANCES:** Todd Parton, City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Paramedic Misty Gordon has been selected by her peers and her superiors to be the Kerrville Fire Department's EMS Person of the Year for 2013. She was selected for her almost fourteen (14) years of service to the City of Kerrville and the numerous hours she has spent on-duty and off-duty to make Kerrville a better place to live, work and play.

Misty holds a Paramedic Certification with the Texas Department of State Health Services and as an EMS Instructor. She also holds a Pediatric Advanced Life Support Certification, an Adult Cardiovascular Life Support Certification and is a certified National Registry Paramedic. These types of certifications are very difficult to acquire and maintain.

Misty's Public Safety Leadership, besides serving as a Paramedic, includes playing a critical role in the continuing education, public events and daily operations in the EMS Division. Over the past years, Misty has strived to improve EMS through enhancing her education and becoming a certified instructor in multiple disciplines. She is extremely knowledgeable in pre-hospital medicine and a true asset to Kerrville Fire Department Emergency Medical Services. Misty is dedicated and passionate towards the EMS service and truly cares about the patient. She even serves, or has served, as a volunteer firefighter with the Turtle Creek and Ingram Volunteer Fire Departments.

Misty's overall approach to her job indicates a genuine and high level of concern for providing the best level of service possible for the citizens of our community and has demonstrated this through her actions, on and off duty. She exemplifies the qualities of a team player and is extremely well respected by her fellow EMT's, paramedics and her superiors.

Due to Paramedic Misty Gordon's continued excellence in service for the citizens of Kerrville and Kerr County and making them a better and safer place to live, work and play, it is my honor and pleasure to recommend that Paramedic Misty Gordon be recognized and receive an award for being the Kerrville Fire Department's EMS Person of the Year for 2013.

RECOMMENDED ACTION

That Paramedic Misty Gordon be recognized and awarded the Kerrville Fire Department's EMS Person of the Year Award for 2013 for her continued excellence in service for the citizens of Kerrville and Kerr County.

Agenda Item:

2G. Recognition of the 2013 Firefighter of the Year award to Lieutenant/Paramedic Mark Dunning. (staff)

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

SUBJECT: Recognition and Presentation of the 2013 Firefighter of the Year Award to Lieutenant/Paramedic Mark Dunning

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 15, 2013

SUBMITTED BY: Chief Robert Ojeda **CLEARANCES:** Todd Parton, City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Lieutenant/Paramedic Mark Dunning has been selected by his peers and his superiors to be the Kerrville Fire Department's Firefighter of the Year for 2013. He was selected for his more than eighteen (18) years of service to the City of Kerrville and the numerous hours he has spent on-duty and off-duty to make Kerrville a better place to live, work and play.

Mark holds numerous certifications such as an Advanced Firefighter Certification from the Texas Commission on Fire Protection and Certified Paramedic from the Texas Department of State Health Services. He is certified as a Fire Service Instructor and a First Responder HazMat Technician. He is also certified in Technical Rescue, Trench Rescue and other certifications too numerous to mention. These types of certifications are very difficult to acquire and maintain. Mark has also attended the prestigious National Fire Academy in Emmitsburg, Maryland.

Lieutenant Dunning's Public Safety Leadership, besides serving as a Lieutenant/Paramedic, includes serving as an Ambulance Strike Team Leader and was deployed by the State of Texas to assist with medical emergencies on the Gulf Coast during Hurricane Ike. He also serves as a leader on the Fire Department's Water Operations Team where he puts forth a great deal of time and effort on that team as

well as being responsible for keeping the Water Operations Team equipment in a readiness state. This proved instrumental late last year when the Kerrville Fire Department responded to an incident in Hunt involving a trapped diver pinned underwater by some equipment. Lieutenant Dunning's actions at this incident proved paramount in bringing the incident to a successful conclusion.

Mark's overall approach to his job indicates a genuine and high level of concern for providing the best level of service possible for the citizens of our community and has demonstrated this through his actions on and off duty. He exemplifies the qualities of a team player and is extremely well respected by his fellow firefighters, paramedics and his superiors.

Due to Lieutenant/Paramedic Mark Dunning's continued excellence in service for the citizens of Kerrville and Kerr County and making them a better and safer place to live, work and play, it is my honor and pleasure to recommend that Lieutenant/Paramedic Mark Dunning be recognized and receive an award for being the Kerrville Fire Department's Firefighter of the Year for 2013.

RECOMMENDED ACTION

That Lieutenant/Paramedic Mark Dunning be recognized and awarded the Kerrville Fire Department's Firefighter of the Year Award for 2013 for his continued excellence in service for the citizens of Kerrville and Kerr County.

Agenda Item:

2H. Recognition of the 2013 Officer of the Year award: Investigator Jeffrey Purvis – Police Commendation award. (staff)

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

SUBJECT: Presentation of Officer of the Year Award: Investigator Jeffrey Purvis -
Police Commendation Award

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 15, 2013

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

EXHIBITS: Nomination Document

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Investigator Purvis is assigned to the Support Services Division, Special Crimes Unit and has performed his duties in an exemplary manner. He has displayed dedication and persistence in these investigative efforts. He is always willing and eager to assist other investigators as well as patrol officers with their investigations while keeping up with his own proactive and assigned cases. Investigator Purvis' outstanding work ethic has been displayed on numerous occasions during this past year.

An example of his exceptional performance is evident in his investigation of a prescription fraud case that began in August 2011 and culminated several months later. Investigator Purvis received complaints from local pharmacies that expressed concerns that a physician was prescribing medications at an alarming rate. The Pharmacists advise Investigator Purvis that they had contacted the State of Texas Medical Board with little success. They believed the physician was over prescribing medication which jeopardized patient health and safety. It was suspected that the physician was fraudulently prescribing medication without a valid medical diagnosis. With assistance from the DEA, FBI and the Texas Attorney General's Medical Fraud Unit Investigator Purvis was able to obtain four (4) indictments for prescription fraud against the physician.

Investigator Purvis' investigative reports are exemplary. All investigative reports are complete thorough and well written. He is considered an excellent witness by prosecutors because of his diligent case preparation prior to trial. Investigator Purvis' has time and again put forth an outstanding work effort that exceeds expectations. He leads by example and exhibits a work ethic that represents the department's strong commitment to the community's safety.

RECOMMENDED ACTION

Investigator Jeffrey Purvis will be awarded the Kerrville Police Department Police Commendation Award for his selection as Police Officer of the Year.

Agenda Item:

- 2I. Presentation of the Life Saving Award to Police Officer Ryan Cockrell. (staff)

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

SUBJECT: Presentation of Life Saving Award: Officer Ryan Cockrell

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 15, 2013

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

EXHIBITS: Nomination Document

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

At approximately 3:02 AM on December 23, 2012, Officer Ryan Cockrell responded to a stabbing call on Fifth Street. Upon arrival Officer Cockrell observed a Hispanic male later identified as Ruben Cantu Jr. lying face up in the roadway. Mr. Cantu's upper body was covered in blood and his shirt had been pulled up revealing several stab wounds. A visibly distraught Hispanic female identified as Valerie Menchaca was kneeling beside Mr. Cantu. Officer Cockrell gained control of the situation and directed Ms. Menchaca to keep pressure on the wounds. The scene was chaotic and volatile with witnesses who were initially uncooperative and hostile. Officer Cockrell was able to calm the situation and begin identifying witnesses. While identifying witnesses Officer Cockrell was again alerted to Ms. Menchaca who was yelling that Mr. Cantu had stopped breathing. Officer Cockrell ran to Mr. Cantu, assessed the situation and discovered that Mr. Cantu was not breathing and did not have a pulse. Officer Cockrell immediately began chest compressions and observed that with each compression blood was being evacuated from the stab wounds. Officer Cockrell directed Ms. Menchaca to keep direct pressure over the wounds to help prevent additional blood loss. Officer Cockrell was successful in restoring Mr. Cantu's pulse and breathing. The Kerrville Fire Department Engine 2 and EMS Medic 2 arrived and relieved Officer Cockrell.

Mr. Cantu was subsequently transported by helicopter to University Hospital in San Antonio where it was determined that he sustained five (5) stab wounds resulting in a laceration to the right ventricle of his heart and a laceration to the liver. Mr. Cantu lost vital signs while being evaluated and was revived by emergency room staff. Hospital reports and the doctor's account relayed to Mr. Cantu's mother Angela, stated that the stab wounds caused the pericardium surrounding the heart to fill with blood which constricted the heart and resulted in the heart stopping. Officer Cockrell's chest compressions evacuated the blood constricting the heart

which permitted Mr. Cantu's heart to begin beating again. Mrs. Cantu also advised that the doctors stated that Mr. Cantu was lucky to be alive and if not for the chest compressions he would have died.

It is clear that Officer Cockrell's quick response and affirmative action was instrumental in saving Mr. Cantu's life. He reacted quickly and appropriately when faced with this medical crisis.

RECOMMENDED ACTION

Officer Ryan Cockrell will be awarded the Kerrville Police Department Life Saving Award.

Agenda Item:

2J. Presentation to Scott Loveland, Assistant Water and Wastewater Manager, for successfully obtaining a Class A water license from the State of Texas. (staff)

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

SUBJECT: Recognition of Scott Loveland, Assistant Water and Wastewater Manager, for successfully obtaining a Class A Water License from the State of Texas.

FOR AGENDA OF: 2/26/13

DATE SUBMITTED: 1/30/13

SUBMITTED BY: Charlie Hastings *CH* **CLEARANCES:** Todd Parton
Public Works Director City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Scott Loveland, Assistant Water and Wastewater Manager, successfully obtained a Class A Water License from the State of Texas. The Class A licensing process is very rigorous and difficult with an overall high failure rate. Mr. Loveland successfully passed the written test of the licensing process on his first attempt. There are currently 879 Class A Water License holders in the entire state of Texas. The City of Kerrville extends its gratitude to Mr. Loveland for his dedication to the field of Water Production, and for inspiring his coworkers and employees to strive for higher education in this field.

RECOMMENDED ACTION

Recognition only.

Agenda Item:

2K. Presentation to Donovan Banta, Water Reclamation Superintendent, for successfully obtaining a Class A wastewater license from the State of Texas.
(staff)

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

SUBJECT: Recognition of Donovan Banta, Water Reclamation Superintendent, for successfully obtaining a Class A Wastewater License from the State of Texas.

FOR AGENDA OF: 2/26/13

DATE SUBMITTED: 1/30/13

SUBMITTED BY: Charlie Hastings *CH*
Public Works Director

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *[Signature]*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Donovan Banta, Water Reclamation Superintendent, successfully obtained a Class A Wastewater License from the State of Texas. The Class A licensing process is very rigorous and difficult with an overall high failure rate. Mr. Banta successfully passed the written test of the licensing process on his first attempt. There are currently 923 Class A Wastewater License holders in the entire state of Texas. The City of Kerrville extends its gratitude to Mr. Banta for his dedication to the field of Water Reclamation, and for inspiring his coworkers and employees to strive for higher education in this field.

RECOMMENDED ACTION

Recognition only.

Agenda Item:

2L. Recognition of EMS Billing Specialist Cyndy Zachry and EMS Billing Clerk Shelby Collier for becoming certified ambulance coders (CAC) by the National Academy of Ambulance Coding. (staff)

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

SUBJECT: Recognition of EMS Billing Specialist Cyndy Zachry and EMS Billing Clerk Shelby Collier for becoming Certified Ambulance Coders (CAC) by the National Academy of Ambulance Coding (NAAC).

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 15, 2013

SUBMITTED BY: Chief Robert Ojeda **CLEARANCES:** Todd Parton, City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

See attached Certified Ambulance Coder certificates awarded by the National Academy of Ambulance Coding to Cyndy Zachry and Shelby Collier.

RECOMMENDED ACTION

That Cyndy Zachry and Shelby Collier be recognized for becoming Certified Ambulance Coders (CAC) by the National Academy of Ambulance Coding (NAAC).

National Academy of Ambulance Coding

This certifies that

Cyndy B. Zachry

has successfully completed the course of study prescribed
to be awarded this certificate as a

Certified Ambulance Coder

Given this fourth day of October, 2012



Maria Francis CAC
Executive Director

National Academy of Ambulance Coding

This certifies that

Shelby R. Collier

has successfully completed the course of study prescribed
to be awarded this certificate as a

Certified Ambulance Coder

Given this twenty-ninth day of November, 2012



Maria Francis CAC

Executive Director

Agenda Item:

3A. Presentation by Bob Treacy, Gallagher Benefits Services, on the Patient Protection and Affordable Care Act of 2010. (staff)

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

SUBJECT: Presentation by Bob Treacy with Gallagher Benefits Services formerly City-County Benefits Services on the Patient Protection and Affordable Care Act of 2010.

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 15, 2013

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

EXHIBITS: Overview of Patient Protection and Affordable Care Act of 2010

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Bob Treacy, the City's Benefits Consultant, will be presenting an overview of the Patient Protection and Affordable Care Act of 2010 and its impact on the City of Kerrville.

RECOMMENDED ACTION

This is a presentation only. No action by Council is requested.



Gallagher Benefit Services, Inc.
thinking ahead

Healthcare Reform: Preparing for the Financial Impact of 2014

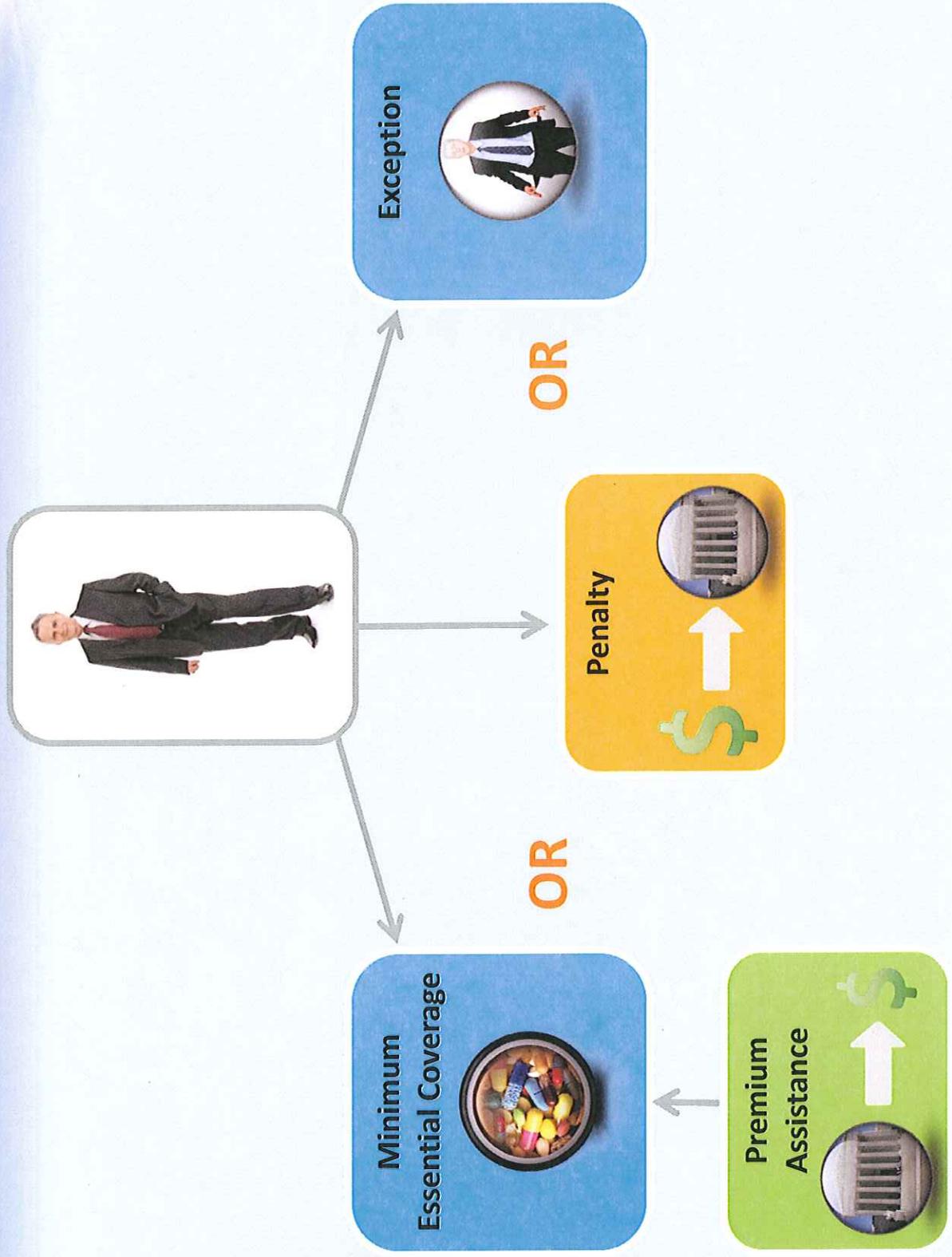




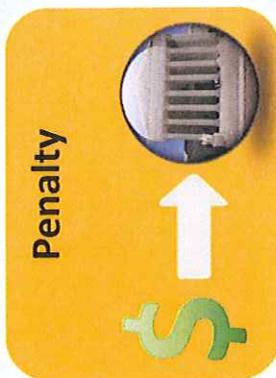
Timeline for Plan Sponsors



Individual Mandate -2014



Individual Penalty



Penalty amount is the greater of*:

Year	Flat Dollar Amount** (max of 300 % for family)	% of Household Income
• 2014	• \$95	• 1.0
• 2015	• \$325	• 2.0
• 2016	• \$695	• 2.5
• After 2016	• \$695, indexed for inflation in \$50 increments	• 2.5

*Capped at the national average of the annual cost of a bronze level health insurance plan, for the family size, offered through the state exchange.

**Halved for dependents under age 18 (but do not halve when determining 300% cap on dollar amount for those NOT insured by taxpayer)

Exchanges - 2014



Exchanges – Premium Assistance



- ❖ **To qualify for premium assistance credit, an individual must:**
 - Not be eligible for an employer-sponsored plan that is affordable and has a minimum value
 - Have a household income between 100% and 400% of the Federal Poverty Level
 - Not receive benefits through Medicare, Medicaid, CHIP, TRICARE, VA or other coverage as determined by HHS
 - Be a citizen or legal immigrant
 - Be a resident of the state where the Exchange is located
 - Not be claimed as a dependent on anyone's tax return
 - Purchase a qualified health plan through the Exchange (not including a catastrophic plan)

Exchanges – Premium Assistance



- **Premium Assistance Credit**
 - » Most individuals who are eligible for employer-sponsored coverage will NOT be eligible to receive premium assistance
 - **But population of individuals who go to exchange and obtain credit may increase in states where Medicaid not expanded**
 - » Exceptions:
 - **If the employer-sponsored coverage does not provide the minimum required value (60% of actuarial value)**
 - **If the employer-sponsored coverage is not affordable (premiums for employee-only coverage of the lowest cost plan exceeds 9.5% of the employee's income*)**



** Proposed regulations*

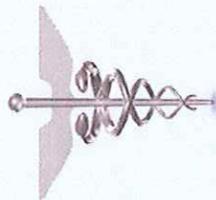
Individuals' Choices in 2014



Employer



Spouse



Medicaid

Value of Benefits & Household Income

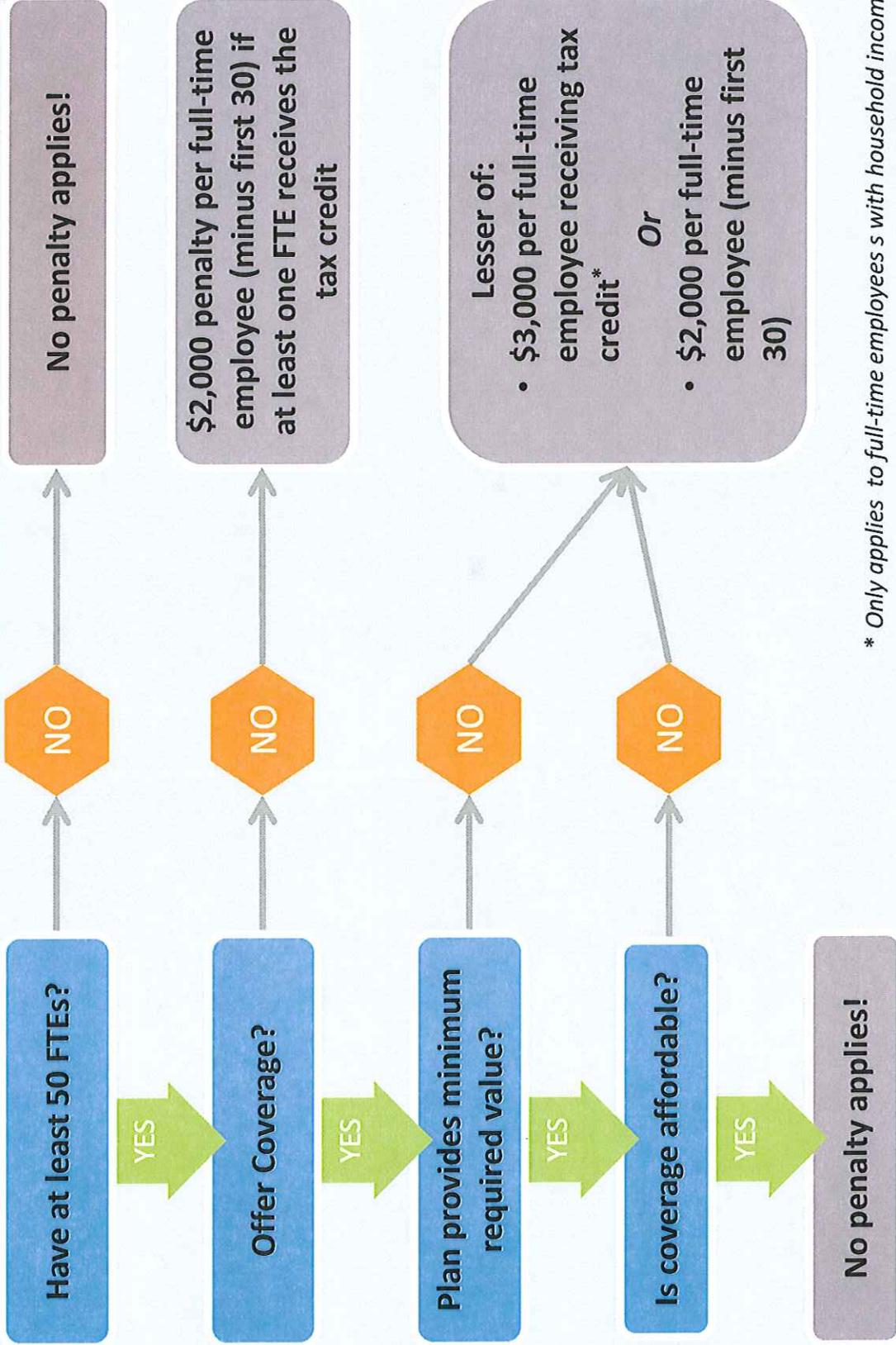


**With/Without
Premium
Assistance**

HEALTH INSURANCE EXCHANGE

- Bronze Plan**
- Silver Plan**
- Gold Plan**
- Platinum Plan**
- Catastrophic Plan**

Employer Shared Responsibility



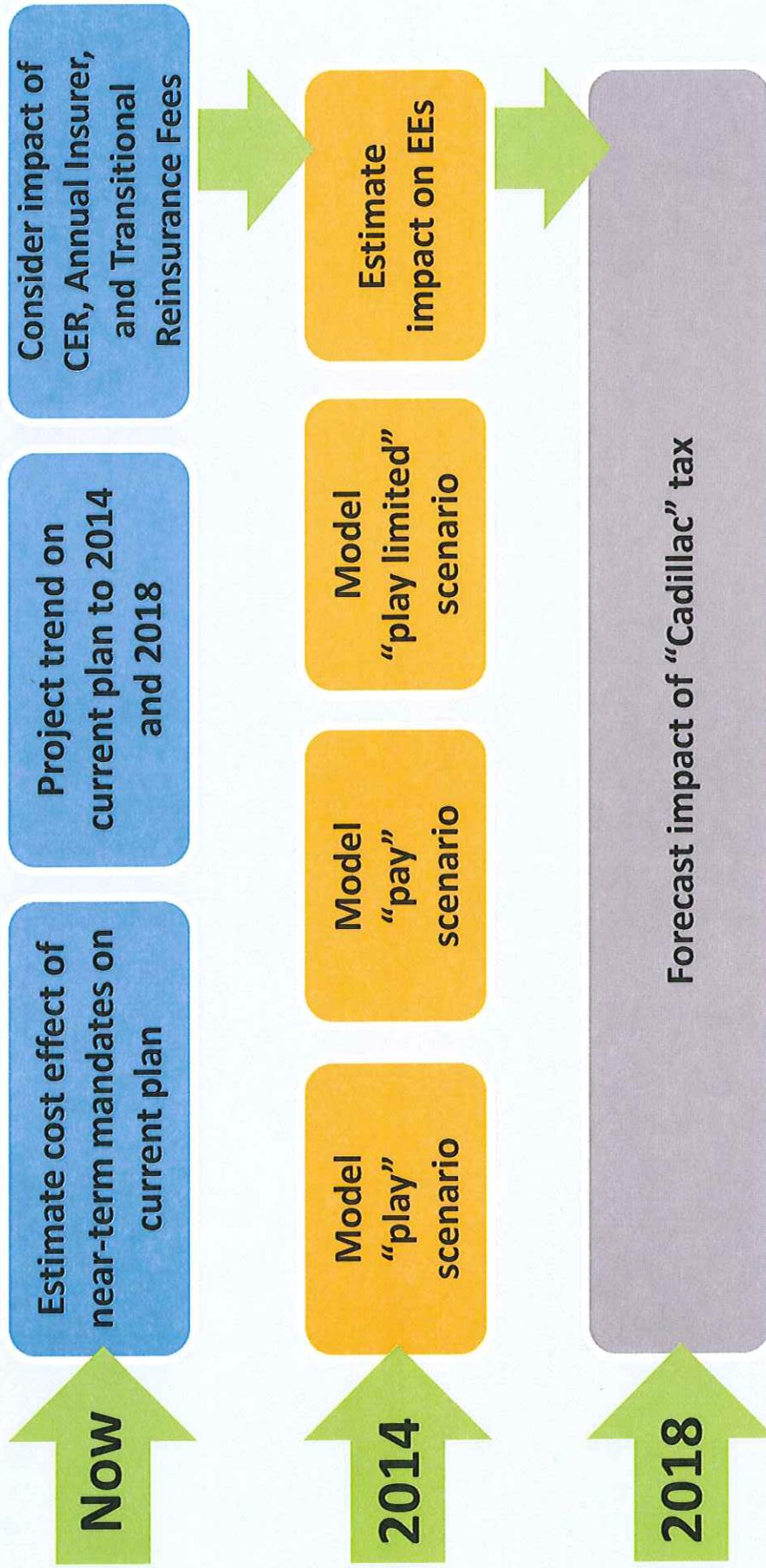
* Only applies to full-time employees with household incomes of 400% of FPL or less

Determining Full-Time Status



- Essential for defining plan eligibility and determining risk for penalties
- **UPDATE: safe harbor guidance for variable hour and seasonal employees**
 - » Determine at time of hire can't reasonably anticipate will work 30 hrs./wk.
 - » Use reasonable good faith in determining seasonal employees
- 30 hrs./wk. = 130 hrs./mo.
- Two sets of rules:
 - » Ongoing employees
 - » New variable and seasonal employees
- Standard measurement period
- Administrative period
- Stability period
- **UPDATE: proposed regs issued December 28, 2012**

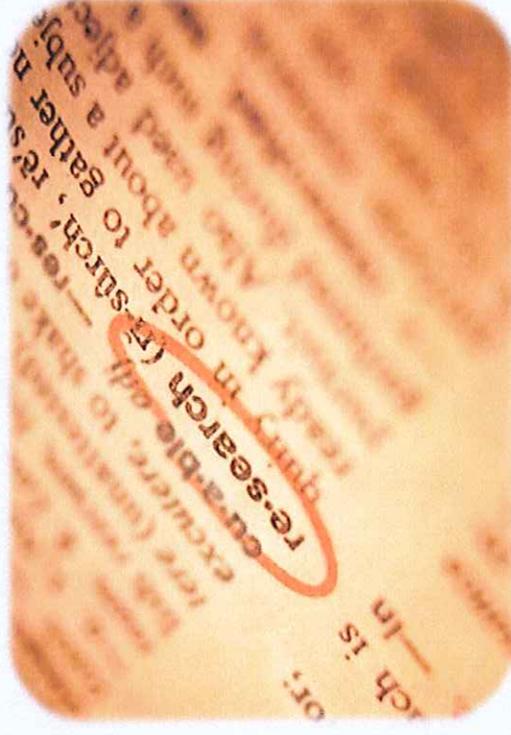
Forecast Financial Impact



Spotlight on Fees



- **Comparative Effectiveness Research Fee**
 - » Finances Patient-Centered Outcomes Research Trust Fund
 - » Effective for plans years ending after 9/30/12
 - **e.g., plan year that ends on 12/31/12 is included**
 - » The fee is payable annually and is due by July 31 of the calendar year immediately following the last day of the plan or policy year
 - **e.g., the fee for the impacted 2012 plans will be due on July 31, 2013**
 - » Pay \$1 per participant/enrollee annual fee for first year
 - » \$2 (indexed) for following years



Spotlight on Fees



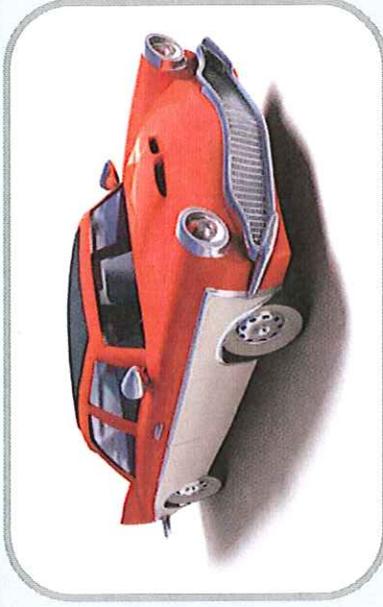
- **Comparative Effectiveness Research Fee**
 - » Carriers for fully insured plans will pay the fee
 - » Self-funded plans must pay the fee
 - » Counting enrollees
 - **Actual count method**
 - **Snapshot method**
 - **Member months method (insured plans)**
 - **State form method (insured plans)**
 - **Form 5500 method (self-funded plans)**
 - » Reported on Form 720 (a quarterly excise tax return)
 - » Fee ends in 2019

Spotlight on Fees



- **Transitional Reinsurance Fee**
 - » Intended to stabilize premiums by partially offsetting claims for high-cost individuals in non-grandfathered individual market plans
 - » Insured and self-funded plans
 - Fee paid by TPA in case of self-funded plans, but plan responsible for funding payment
 - » Payments due quarterly, with first payment due January 15, 2014
 - **UPDATE: Nov. 30 proposed regulations would provide fee due annually (submit enrollment count by 11/15, HHS responds by later of 15 days later or 12/15, payment due 30 days later; e.g., 1/15/2015, but could be as early as 12/31/2014)**
 - » Payment amount
 - Recent estimates state \$61+ per covered life (annualized)
 - Expect announcement from HHS this fall
 - **UPDATE: Nov. 30 proposed regulations set fee amount at annualized rate of \$63/member**

“Cadillac” Tax – 2018



COBRA Rate \geq \$10,200 for individual or
\$27,500 for family

Excise Tax



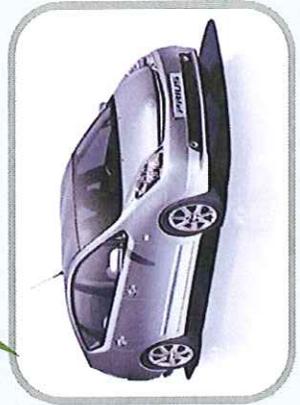
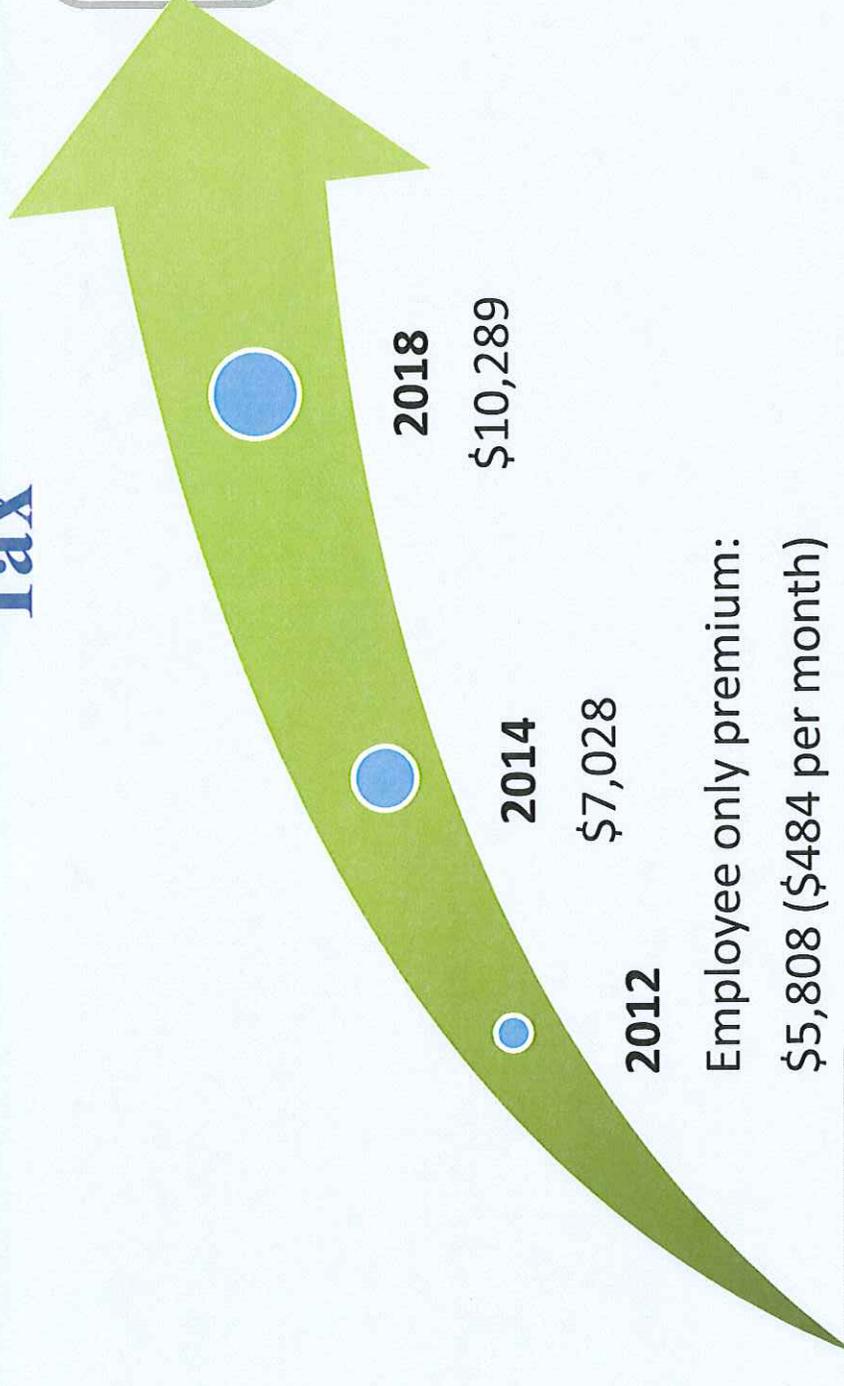
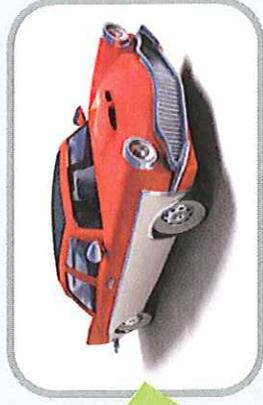
= 40% of plan value that
exceeds threshold

Special Provisions

- High risk professions
- Early retirees
- Age & Gender

Financial Impact 2018: “Cadillac” Excise Tax

Tax



Employee only premium:
\$5,808 (\$484 per month)

Action Steps



Areas of Impact

FINANCIAL

1

Forecast impact

STRATEGIC

2

Build a plan

OPERATIONAL

3

Execute & communicate

What Employers Must Do

Questions?





Thank you!

The intent of this presentation is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits issue. It does not necessarily fully address all your specific issues. It should not be construed as, nor is it intended to provide, legal or tax advice. Questions regarding specific issues should be addressed by the client's general counsel, tax advisor, or an attorney who specializes in this practice area.

Agenda Item:

4A. Minutes of the regular meeting held on January 8, 2013. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JANUARY 8, 2013

On January 8, 2013, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Captain Bobby Jackson, with the Salvation Army, followed by the Pledge of Allegiance led by Keith Ellis, of the Military Officers Association of America.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Stacie Keeble	Mayor Pro Tem
Gene Allen	Councilmember
Carson Conklin	Councilmember
Justin MacDonald	Councilmember

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Charvy Tork	Director of Information Technology Systems
Mike Erwin	Director of Finance
Robert Ojeda	Fire Chief
John Young	Police Chief
Kim Meismer	Director of General Operations
Jason Lutz	City Planner
Heather Stebbins	Assistant City Attorney
Charlie Hastings	Director of Public Works
Laura Bechtel	Library Director

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

1. **VISITORS/CITIZENS FORUM** The following persons spoke:
 - 1A. Gary Noller discussed a new organization, Hill Country Veterans Alliance, and offered assistance with any issues that involved veterans.

2. **CONSENT AGENDA:**

Item 2C was removed from the consent agenda.

Ms. Keeble requested item 2D be removed from the consent agenda.

Mr. Conklin moved for approval of items 2A, 2B, and 2E; Mr. MacDonald seconded the motion and it passed 5-0:

- 2A. Approval of minutes of the regular meeting held on October 9, 2012.

2B. Authorize amendment to the existing agreement with Freese and Nichols, Inc. for the Birkdale lift station and force mains capital improvement project and increase the contract by \$18,917.00 to provide additional construction administration services required as a result of the city dividing the construction portions of the overall project into two separate construction contracts.

2E. Resolution No. 01-2013 providing Jim Boyle of Herrera & Boyle, PLLC with the authority to act on behalf of the city in connection with the settlement, if any, of the Aqua Texas rate proceeding for the southwest region which is pending before the Texas Commission of Environmental Quality and the State Office of Administrative Hearings.

END OF CONSENT AGENDA

2C. Authorize amendment to the existing agreement with Freese and Nichols, Inc. (FNI) to provide professional engineering design and construction administration services for the Jefferson lift station force and gravity main – Phase 1, the amendment will include a credit to the original scope of work for the FNI agreement to provide an alignment study in an amount of \$8,965.00.

This item was deferred to the January 22 meeting.

2D. Resolution No. 02-2013 amending City of Kerrville fee schedule by revising fees charged for various services and uses provided or offered by the city.

Ms. Keeble noted the fee schedule proposed a fee for county patrons to use the city's library services; however, she continued to hope that county commissioners would decide to fund the library. She opined that library services should be funded by tax dollars and people should not have to pay to use the library. She noted that Commissioner Moser placed the matter of library funding on the county's January 14 agenda, and she encouraged the public to attend that meeting.

Mr. Parton noted the proposed fee schedule included fees for library services and were necessary to help recoup some of the \$200,000 shortfall that had originally been committed by the county to help fund annual operations of the library. He noted the FY13 budget for library operations was funded at \$671,000, which included \$644,000 in city ad valorem tax and general fund revenue. He cited library patron levels at 49% city residents and 48% county residents. The fee schedule would establish a range of options: \$35 annual for book check out, \$35 annual for access to computers and on-line systems, \$65 annual for full service membership, or \$8 monthly fee for visitors. Library patrons were notified in December that their card would be terminated and they had the opportunity to resubmit an application based on these fees; fees would go into effect on February 1, 2013. Patrons could still use the library without charge, the membership requirements only applied to computer use and check out of items.

Mr. Conklin moved to approve the fee schedule; Mr. MacDonald seconded the motion.

The following persons spoke:

1. David McElvain noted he visited a lot of libraries and asked if there was a fee for tourists to use the library. Mr. Parton noted that anyone could use the library without charge, and the fee schedule specified an \$8 monthly fee in anticipation of tourists or short term visitors.
2. James Price stated that many veterans who used the library and computers did not have the income to be able to pay any type of fee.

The motion passed 4-1 with members: Conklin, MacDonald, Allen, and Pratt voting in favor of the motion; and Councilmember Keeble voting against the motion.

3. ORDINANCES, FIRST READING:

3A. An ordinance amending Chapter 30 "businesses," of the City's Code of Ordinances by adopting a new Article I "Group Homes and Boarding Home Facilities"; establishing the registration, permitting, and inspection of Group Homes and Boarding Home Facilities; 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. Mayor Pratt read the ordinance by title only.

Mr. Hayes presented a draft ordinance based on council's previous discussion and using ordinances from other cities as a model. The ordinance divided group homes into two categories: 1) group home facilities licensed and registered by the state and which cities were preempted from regulating, i.e. convalescent, nursing homes, and assisted living; and 2) boarding home facilities not licensed by the state and which the state has ruled that home rule cities can regulate and require a license and permit. Group homes licensed by the state would be required to register with the city in order that the city could enforce the half mile spacing rule. He noted that enforcement of any ordinance requires resources; therefore, if adopted, the council should establish fees to recoup those costs.

Mr. Hayes reviewed the requirements for Division 3 boarding home facilities and noted such facilities would have to apply for a permit and pay the fees as per the process outlined in the ordinance. He discussed several specific points in the ordinance: 1) provided that if staff denied a permit, the applicant may appeal to city council; 2) provided that homes which pull a permit at the time the ordinance is adopted could be grandfathered; 3) established a half mile spacing requirement for new boarding homes, but allowed a variance for existing homes; 4) established a process for suspension of permit and revocation of permit through the enforcement process, also created an appeals process; 5) facilities would be required to post their permit at the front of their facility; 6) addressed standards, structures and maintenance requirements, including compliance with zoning and building codes and federal and state laws, safety codes, and accessibility regulations to ensure health, safety and minimize hazards; 7) prohibited the use of mobile homes as a boarding home facility; 8) established emergency precautions, violations, enforcement and penalties; 9) required that a facility may not have more than six occupants residing on premise; 10) limited the number of vehicles to the number of

bedrooms; and 11) established regulations for kitchens and accessibility for all residents. Mr. Hayes stated that the ordinance complied with the Federal Fair Housing Act and the Americans with Disabilities Act and, to his knowledge, any issues that had been determined to be unlawful were not included in the ordinance; however, current lawsuits were hard to monitor.

Council also discussed the following:

- If a facility is grandfathered and the license is revoked for violations or for non-responsiveness, then the grandfathering should be eliminated.
- If a license is revoked at any particular location, that facility should not be allowed to get another license.
- Questioned why the section regarding reasonable accommodations referred to the Fair Housing Act and the Americans with Disabilities Act. Mr. Hayes noted that recovering addicts were considered disabled under federal law; therefore, the city's ordinance would have to meet ADA requirements.
- Questioned zoning districts where boarding home facilities would be allowed. Ms. Stebbins noted that under the ordinance, boarding home facilities would be restricted to multi-family residential and residential transition districts; also, the half mile spacing would apply.
- Whether to exclude sorority houses; it was noted that sorority houses were generally operated and monitored by the university or institution.
- Residential homes had certain size water and sewer lines designed for a certain number of people and when that number was exceeded, there was a need to increase the size of the lines.

The following persons spoke:

1. Cody Leicht noted he operated a sober living home and some regulations might be acceptable, but he questioned: 1) the amount of the annual fee as the additional cost would be passed on to tenants as part of their rent; 2) occupancy by square footage, he had been operating for years with more than six people per house and questioned if there would be a process to request a variance; 3) proposed ordinance was discriminatory by not allowing group homes in R-1 single family residential zones.

Council discussed amounts ranging from \$1,000-\$3,500; the fee would be based on the cost of inspections and permitting. Such facilities were operating as a business from a financial standpoint. The current zoning ordinance and regulations did not allow group homes in R-1; however, the ordinance was not enforced, and often times the city did not know where group homes were located.

2. Robert Duncan noted he operated several group houses and he would not be able to operate with only six persons per home. He questioned whether the permit fee would be based on per operation, per house, or per bed basis. It was not fair that a small house would pay the same as a large house. The spacing requirement was not bad; most would already comply to the half mile rule; however, sometimes homes were located in close proximity of meeting facilities

and most tenants did not have transportation. He questioned if every business would have to meet ADA requirements, noting that many houses were not ADA compliant and bringing houses up to code would be a very substantial cost.

3. David McElvain questioned where the restriction to a maximum of six people came from—was that a state requirement? Ms. Stebbins noted it was borrowed from state law Chapter 123 of the Human Resources Code which applied to disabled people; that law stated there may be six people living in a house, and that was the number that the state imposed. She noted that it also limited the number of cars.

4. Nikki Saurage stated that a larger home should be allowed to have more than six tenants and suggested that occupancy limits be based on square footage. She noted that she lived in Kerrville, not San Antonio, Dallas, or El Paso from which the proposed ordinance had been modeled. Kerrville was surrounded by treatment centers. She questioned how group homes were different from the battered women's facility and felt they were being singled out for licensing.

Council noted that sober living homes were not being singled out; the ordinance specified two types of homes based on use, those licensed by the state and those not licensed by the state. The number of occupants in a home could be a safety factor. Occupancy could be based on square footage of bedroom space; consideration should also be given to the number of bathrooms and the size and accessibility to common areas. Parking was also an issue at some locations.

5. Gracie McCutcheon questioned the meaning of grandfathered. Mayor Pratt explained that grandfathering allowed things to continue as is until sold or until loss of license or permit. Ms. McCutcheon questioned zoning restrictions for single family residential neighborhoods and opined that single family residential areas were not appropriate locations for group housing and were not designed to accommodate this type of program.

6. Marion Watson stated the city was proposing a fee for a city license that was higher than the Department of State Health Services required for a license to operate a drug and alcohol treatment facility; the state licensing fee was \$1,500 for the original license to serve up to 45 clients, and \$250 renewal every two years, and inspections every other year.

The consensus of the council was to change the ordinance to include: 1) grandfather clause; 2) half mile spacing provision; 3) fee based on per bed basis instead of per property; and 4) staff recommend a fee that would allow the city to recoup the cost of inspections and that the city not incur any additional expense. Council instructed staff to make the proposed changes and reschedule the ordinance for first reading on February 26.

Staff noted the fee would be based on the type of program and number of inspections; also, the number of inspections may increase annually based on

complaints received. The consensus of the council was to conduct building and fire inspections and issue the original permit; thereafter, annual renewal of permit with minimum of one building and fire inspection.

4A. Request from the Kerrfest Committee for city sponsorship for the 3rd Annual Kerrfest event.

Ms. Boyle noted the Kerrfest committee requested the city provide in kind services, i.e. police and fire/EMS services for the 3rd Annual Kerrfest event to be held on May 17-18.

Denny Foster, representing the Kerrfest Committee, described activities for the third Kerrfest event to be held May 17 and 18.

Council requested Kerrfest provide a gate count of paid admittance after the event.

Mr. Allen moved to approve Kerrfest's request as presented. Mr. Conklin seconded the motion and it passed 5-0.

3B. An ordinance amending Chapter 66, "Library," of the Code of Ordinances of the City of Kerrville, Texas; by amending Article II "Library Advisory Board" to change the composition and qualifications of the Library Advisory Board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject. Mayor Pratt read the ordinance by title only.

Ms. Bechtel noted that since the county would not participate any funding toward the operation of the library, and due to the addition of electronic devices to the library services, the library board voted to amend the library regulations: 1) All members appointed to the library board shall be residents of the city and be an active card holder in good standing; 2) Remove the county commissioner ex-officio position; and 3) Add new section for electronic devices, violation of lending privileges, and failure to return books.

The consensus of the council was to amend the ordinance to allow any active cardholder, regardless of residency, to be eligible to serve on the library advisory board, noting that county residents who purchased library membership cards would be eligible to serve on the board.

Mr. MacDonald moved for approval of the ordinance on first reading as amended by deleting the city residency requirement for eligibility to serve on the library advisory board and requiring all members to be active library cardholders; Mr. Conklin seconded the motion and it passed 5-0.

3C. An ordinance amending Chapter 102 "Traffic and Vehicles," Article II "Administration; Enforcement" of the Code of Ordinances of the City of Kerrville, Texas by amending Sections 102-35 and 102-36 to increase the penalty for parking violations; adopting a new Section 102-37 to establish presumptions

applicable to the adjudication of parking citations; containing a cumulative clause; containing a savings and severability clause; providing for an effective date; ordering publication; and providing other matters related thereto. Mayor Pratt read the ordinance by title only.

Mr. Parton noted the ordinance would increase the fine for parking violations from \$5 to \$25; council previously discussed setting the fine at \$50; however, a higher fine might discourage visitors in downtown; the goal was to create vehicle turnover. The Main Street Advisory Board and the Downtown Business Alliance supported the increase and were preparing a long term parking strategy and a marketing plan to encourage people to use the parking facility. Council previously discussed increasing the parking time limit from 2 hours to 3 hours, and that will be discussed in the overall parking strategy to be presented at a future meeting; any changes could be done through signage and would not require an ordinance.

Mr. MacDonald moved for approval of the ordinance on first reading as presented; Ms. Keeble seconded the motion and it passed 5-0.

4. CONSIDERATION AND POSSIBLE ACTION:

4A. Request from the Kerrfest Committee for city sponsorship for the 3rd Annual Kerrfest event. Item was heard earlier in the meeting following 3A.

4B. Resolution No. 03-2013 supporting the application of Communities for Veterans to construct low income rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs.

Craig Taylor, representing Communities for Veterans, described the proposed facility to be located at the Veterans Administration Hospital as a 49 unit facility for veterans identified by the VA as disabled. Residents of the facility also would be eligible for services at the VA, and if the Kerrville VA could not provide the needed services, the VA would provide transportation to the San Antonio VA. All clients would have absolute access and reasonable accommodations to living units, and a full service commercial kitchen would be installed. The project would serve veterans only with first priority given to veterans with service related disabilities.

Mr. Taylor requested the following from the city:

1. A resolution of support pursuant to an application to the Texas Department of Housing and Community Affairs for low income housing tax credits. He noted that the resolution as written stated occupancy would be limited "to military veterans who have received active duty honorable discharges;" that definition would inhibit their ability to serve many veterans. He proposed "VA designated disability."

2. Local government contribution (calculated at 15% of the population times the number of units, which equated to \$200,000). He provided information about a foundation willing to make a \$200,000 contribution, but the city would have to make the application, and if awarded, agree to accept the funding and provide that funding to the project. The project was competing with other developers and

a firm commitment was necessary to acquire points; however, as written, the resolution did not make that commitment.

Council consensus was not to provide a firm commitment of \$200,000 without assurance that the grant would be received; council was willing to make a commitment contingent upon receiving a grant for \$200,000.

Mr. Taylor noted the deadline for submission of the application to TDHCA, including the city's resolution, was March 1. He offered to work with city staff to make application to the foundation, but the foundation would not make the formal award of funding before March 1. He offered to arrange a conversation between city staff and a representative of the foundation for assurance that the city would be awarded the grant prior to March 1. He stated that he received a \$400,000 grant from that foundation for a veteran's project in Georgia. He would not ask the city to commit funds it did not have, and if he did not receive the award from TDHCA, he would not accept the grant funding.

Mr. Parton noted he had confirmed with the state that the grant would qualify as the local contribution; if council authorized staff to make application for the grant, staff would proceed to do so.

Council also discussed the following:

- Amend project to take care of veterans with service connected disabilities first; however, if a disabled veteran died, the spouse or adult care giver would not be required to move.
- Resolution include requirement that occupancy be limited to veterans "with service connected disability."
- Having a veterans housing facility on the grounds of the VA hospital, as well as having more patients who utilize VA medical and psychiatry services, may help justify keeping the VA here and available for all veterans.

The application mentioned a phase 2, fully assisted care facility for veterans, and questioned the timing and funding for phase 2 since tax credits would not be available for such a project. Mr. Taylor stated it was a facility he would like to have, and he committed to the VA to build a second phase; however, financing and time schedule had not been completed. He noted that currently the VA did not provide skilled nursing and health care; however, those types of services could be provided by VA personnel through a contractual arrangement. He noted that assisted living would require a different cost structure and most who qualified would be in a lower income level; he would attempt to find a way to off-set the cost.

Council noted that Mr. Taylor had nine similar facilities and questioned how many were currently in operation, and if any member of the development team had been involved in projects in the past that had been foreclosed on by the lender or been replaced as general partner by the investors or syndicators? Mr. Taylor noted currently nine projects had been awarded throughout country, but none

were complete or in operation at this time; and no one with any equity stake had been involved; however, one employee had been involved.

1. James Price noted he worked with non-profits to assist veterans. Many veterans whom the VA approved as disabled did not have to prove that their disability happened in combat and questioned why the city would require the statement "with service connected disability". Council requested the statement in order to take care of disabled veterans with a service connected disability first.
2. Gary Noller noted that veterans comprised about 13% of the population in the Kerrville area, almost double the rest of the country and he attributed that to the VA facility. A veteran's housing project in conjunction with the VA would make it better for veterans because vets liked to be around vets. This facility would benefit veterans and the community, and help keep the VA in Kerrville.
3. David McElvain discussed service versus non-service disability and relaxing the income levels if needed to fill vacancies. Council noted that under the tax credit program that Mr. Taylor was applying, the income limits were already set and could not be changed.

Council noted that the resolution of support as currently drafted, without the funding commitment, would allow Mr. Taylor's application to receive up to 7 points, and could still compete without local funding. The city could move forward to apply for the grant, and if it was received, then council could pass a resolution that included a firm commitment for funding, which would then allow the application to receive up to 13 points.

Mr. MacDonald moved to adopt the resolution, as amended: Item C Section 1 to include: "sink with disposal"; Section 1 paragraph A to include: "with service connected disability;" and amend 1B to provide a local financial match of up to \$200,000. Mr. Conklin seconded the motion.

Mayor Pratt requested the motion be amended to read that primary consideration be given to those with service connected disabilities, and when exhausted, consideration would be given to disabled veterans. Mr. MacDonald and Mr. Conklin approved the amendment. The motion passed 5-0.

The consensus of the council was to instruct staff to make application to the foundation for a grant to fund the local contribution for the project.

4C. Approval of pavement management system projects for FY13.

Mr. Hastings noted the pavement management system was based on the Asphalt Institute Pavement Rating System to determine street rehabilitation needs. He presented a list of target streets for repair this year, and if approved by city council, he will forward the list to franchise and utility companies and allow them 90 days to relocate buried utilities and resolve any conflicts before finalizing the construction list. Regarding recent complaints, Mr. Hastings noted the Comanche Trace area was scheduled for crack sealing in March, and Fairview Drive was on the list for rehabilitation.

Mr. Allen moved to accept the list of projects for FY13 as presented. Ms. Keeble seconded the motion and it passed 5-0.

4D. Authorize request for proposals process for the sale of the former city hall at 800 Junction Highway. Matter was deferred to executive session.

4E. Authorize revisions to the city of Ingram wholesale wastewater agreement by modifying the Ingram wastewater service area to include approximately 10 acres west of Goat Creek Cutoff Road.

Mr. Hastings noted the city of Kerrville entered into a 40 year interlocal agreement for wholesale wastewater services with the city of Ingram in 2005 that allowed for a maximum of 425,000 gallons per day; Ingram currently had 300 connections for a peak daily flow of about 28,000 gpd. Ingram planned to add another 270 connections through 2014, doubling their volume. In addition, Ingram received requests for service from customers outside of their service area. Ingram notified Kerrville of their desire to expand their wastewater service area to include 10 lots/10acres west of Goat Creek Cutoff Road on Junction Highway. Mr. Hastings recommended council authorize the city manager to negotiate revisions to the agreement by increasing the service area as depicted in Exhibit B of the proposed agreement.

Mr. Conklin moved to authorize the city manager to execute revisions to the City of Ingram wholesale wastewater agreement by modifying the Ingram wastewater service area to include approximately ten acres west of Goat Creek Cutoff Road as depicted in Exhibit B of the agreement. The motion was seconded by Mr. Allen and passed 5-0.

4F. Possible designation of potential threatened or endangered species that could implicate the City of Kerrville's interests.

Mr. Hayes noted that groups had asked the United States Fish and Wildlife Department to add several species to their pending list of potential threatened or endangered species, including three types of mussels alleged to live in the Guadalupe River in the Kerrville area. The listing process may not occur until 2017. Mr. Hayes noted additional regulations could potentially impact the city, for example, the water treatment plant, the city's water rights, and city projects near the river, such as in Louise Hays Park. He requested city council consider hiring a consultant to make a preliminary assessment of the area and perform a limited scope of study.

Council suggested staff also contact Upper Guadalupe River Authority and Kerr County.

Council deferred further discussion to executive session.

5. INFORMATION AND DISCUSSION

5A. Staff update on the status of the zoning ordinance rewrite.

John Mosty, ZOIC chairman, noted an agenda had been posted and a quorum of ZOIC was presented; he called the meeting to order at 8:40 p.m.

Mr. Mosty reviewed a summary of the tasks completed by ZOIC, noting:

- 42 commercial and miscellaneous districts were reduced to 8.
- The gateway district was deleted. Mr. Lutz noted the current ordinance required businesses over 3,000 sq. ft. to apply for a conditional use permit; under the proposed change, as long as the use was listed in the land use matrix, it would be approved by right and not have to seek a CUP.
- The river district was deleted and included in other districts that were more restrictive.
- The central business district had already been adopted by council.
- Land uses for all commercial districts had been finalized based on North American Industry Classification System.
- Setbacks and screening requirements for districts had been finalized.

Mr. Mosty recommended continuing with the following steps:

- Drafts of each of the commercial sections of the proposed zoning code be approved by ZOIC.
- Residential sections in the process of being reviewed, modified, and rewritten based on ZOIC's recommendations for land uses, lot frontages, lot areas, setbacks, and density.
- Drafts of the residential sections be presented to ZOIC for review and modifications.
- Staff continue to update GIS zoning layer in order to begin the process of public notifications. Some areas to be rezoned will require changes to the comprehensive plan.
- Hold public workshops to present the proposed changes to the public.

Council also discussed the following:

- Special development regulations had been created for certain identified areas including the area along the river.
- As property is annexed in the future, the planning and zoning commission and the city council will assign zoning categories.

Mr. Mosty adjourned the ZOIC meeting at 8:55 p.m.

5B. Water resources report.

Mr. Hastings noted that the Kerrville area was moving from severe drought to extreme drought. November to date only 0.64 rainfall was received; riverflow was at 25-30% of normal flow since July 2012 and the city was not able to store water in the ASR; ASR was at 700 MG. He cautioned that the city may have to go into stage 2 in May or June, and maybe stage 3 in the summer.

5C. Budget/Economic Update.

Mr. Erwin noted the audit was nearing completion and should be presented to

council in February. In advance of issuing the \$10 million debt at the next meeting, he had a phone conversation with Standard and Poor's on January 4; he anticipated the city's bond rating might improve from AA- to AA.

Mr. Erwin noted a slight sales tax decrease in November; revenue exceeded expenditures in the water and sewer fund; general fund expenditures exceeded revenue slightly in November, but \$1.997 million was received in property tax in December.

6. BOARD APPOINTMENTS:

6A. Appointment to the Kerr Emergency 9-1-1 Network. Mr. MacDonald moved to appoint Paul A. Huchton with term to expire September 1, 2014. Mr. Allen seconded the motion and it passed 5-0.

6B. Appointments to the zoning board of adjustments. Deferred to executive session.

6C. Appointment to the Charter Review Commission. Ms. Keeble moved to appoint Glenn Andrew; Mr. Allen seconded the motion and it passed 5-0.

7. ITEMS FOR FUTURE AGENDAS

- Interview team for board appointment process include council liaison member of that board.

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Appreciated the library director and staff for a job well done the last several months in carrying forward the charge given by the council in implementing fees.

9. EXECUTIVE SESSION:

Ms. Keeble moved for the city council to go into executive closed session under Sections 551.071, 551.072, and 551.074 of the Texas Government Code; the motion was seconded by Mr. Allen and passed 5-0 to discuss the following matters:

Section 551.074:

- Appointments to the zoning board of adjustments

Sections 551.071 and 551.072:

- Discuss the purchase, exchange, lease, sale, or value of real property, the public discussion of which would not be in the best interests of the city's bargaining position with third parties, regarding property interests related to the following public works projects:

- Jefferson Street lift station
- G Street sewer project
- River trail.

- Authorize request for proposals for former city hall at 800 Junction Highway.

Section 551.071:

- Possible designation of potential threatened or endangered species that could implicate the City of Kerrville's interests.

At 9:05 p.m. the regular meeting recessed and council went into executive closed session at 9:10 p.m. At 10:22 p.m. the executive closed session recessed and council returned to open session at 10:25 p.m. The mayor announced that no action had been taken in executive session.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

4D. Authorize request for proposals process for the sale of the former city hall at 800 Junction Highway.

Mr. Allen moved to direct staff to put out an RFP for the sale of city property at 800 Junction Highway and offering the flexibility as discussed in executive session; the motion was seconded by Mr. Conklin and passed 5-0.

4F. Possible designation of potential threatened or endangered species that could implicate the City of Kerrville's interests.

Mr. Allen moved to authorize staff to employ a consultant to study designation of potential threatened and endangered species; the motion was seconded by Mr. Conklin and passed 5-0.

6B. Appointments to the zoning board of adjustments. Ms. Keeble moved to reappoint Paul Zolen and Robert Irvin to regular member positions, and to appoint Judy Eychner and Robert White to alternate member positions; all with terms to expire September 30, 2014; further, to move Bob Waller from alternate member position to regular member position. Mr. MacDonald seconded the motion and it passed 5-0.

ADJOURNMENT. The meeting adjourned at 10:29 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

4B. Interlocal agreement with the 198th Judicial District, District Attorney for the disposition of forfeited contraband seized under Chapter 59, Texas Code of Criminal Procedure. (staff)

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

SUBJECT: Inter-local Agreement with the District Attorney, 198th Judicial District regarding the disposition of forfeited contraband

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 15, 2013

SUBMITTED BY: Chief John Young **CLEARANCES:** Mike Hayes, City Attorney

EXHIBITS: Inter-local Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Chapter 59 of the Texas Code of Criminal Procedure provides for the forfeiture to the State of Texas of property found to be contraband. The Prosecuting Attorney for Kerr County, Texas represents the State of Texas regarding forfeiture of contraband seized pursuant to Chapter 59 of the Code of Criminal Procedure. Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the State and the Law Enforcement Agency to effect the disposition of contraband forfeited to the State.

RECOMMENDED ACTION

The Chief of Police recommends the city council approve the inter-local agreement with the District Attorney, 198th Judicial District.

LOCAL AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF KERR §

This LOCAL AGREEMENT is made and entered into by and between the City of Kerrville, Texas Police, located in Kerr County, Texas, and hereinafter called "Police Department", and the 198th District Attorney's Office of Kerr County, Texas, hereinafter called "Prosecuting Attorney."

WITNESSETH

WHEREAS, the Police Department and Prosecuting Attorney desire to enter into an agreement regarding disposition of forfeited contraband seized under Chapter 59 of the Texas Code of Criminal Procedure:

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure provides for the forfeiture to the State of Texas of property found to be "contraband", as defined by Chapter 59.01 of the Texas Code of Criminal Procedure; and

WHEREAS, the Prosecuting Attorney represents the State of Texas regarding forfeiture of contraband seized pursuant to Chapter 59 of the Code of Criminal Procedure;

WHEREAS, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the State and local law enforcement agencies to effect the disposition of contraband forfeited to the State on or after January 1st, 2013;

NOW THEREFORE, for the mutual considerations stated herein, this LOCAL AGREEMENT is hereby made and entered into by the Police Department of Kerrville, and the Prosecuting Attorney.

In consideration for the services associated with the forfeiture of contraband, the Police Department and the Prosecuting Attorney agree that Thirty Percent (30%) of all money, and/or property forfeited as a result of a seizure effected by the Police Department, shall be retained by the Prosecuting Attorney to be used for the official purposes of that office and that the remaining Seventy Percent (70%) shall be retained by the Police Department for law enforcement purposes. Seventy Percent (70%) of all money, and/or property forfeited as a result of a seizure effected by the Prosecuting Attorney in the City of Kerrville, shall be retained by the Prosecuting Attorney to be used for the official purposes of that office and that the remaining Thirty Percent (30%) shall be retained by the Police Department for law enforcement purposes.

In the event that the Prosecuting Attorney is assisted by additional law enforcement personnel other than just the Police Department in planning or making the seizure or the arrest upon which the forfeiture will be based, or in the event that the management of the property to be forfeited necessitates extraordinary amounts of time or expense, the case will be developed as a joint investigation with the percentage apportioned between the Prosecuting Attorney's office, the Police Department, and any other law enforcement agencies commensurate with the time and effort required by each and an Addendum to this Agreement will be executed by the parties as it pertains to the particular seizure and/or arrest. No provision in this Agreement shall limit the authority of the signatories hereto in choosing to file charges or forfeiture proceedings with federal authorities or courts.

Money and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken. All monies will be deposited into the Prosecuting Attorney's interest bearing Escrow account and payments to the Police Department in case or in kind shall be made as promptly as possible to include a pro-rata distribution of interest.

The term of this LOCAL AGREEMENT is effective for a period of one (1) year from January 1, 2013. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice.

Any pending forfeitures under this Agreement filed prior to the termination date, however, shall not be affected by such notice.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for the Police Department, mail to:
Kerrville Police Department
429 Sidney Baker
Kerrville, Texas 78028

If intended for the Prosecuting Attorney's, mail to:
198th District Attorney
400 Clearwater Paseo
Kerrville, Texas 78028

SIGNED on this the _____ day of _____, 2013.



Chief, Kerrville Police Department

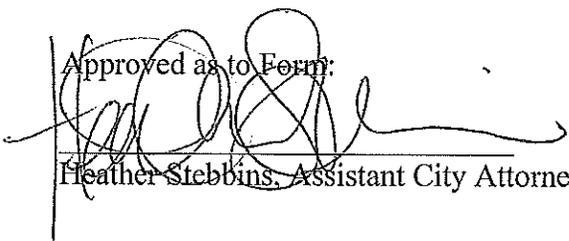
Mayor, City of Kerrville

District Attorney 198th Judicial District

Attest:

Brenda Craig, City Secretary

Approved as to Form:



Heather Stebbins, Assistant City Attorney

Agenda Item:

4C. A resolution authorizing the director of parks and recreation and the director of golf/tennis to negotiate specific fees for use of parks and other city facilities.
(staff)

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

SUBJECT: Resolution granting authorization for Director of Parks and Recreation and the Director of Golf/Tennis to negotiate promotional use and rates; and repealing of Resolution R022-2008.

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 14, 2013

SUBMITTED BY: Malcolm Matthews **CLEARANCES:** Kristine Ondrias
Director of Parks and Recreation Asst. City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

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

SUMMARY STATEMENT

The ability to negotiate short term usage and rates in parks, recreation, and golf operations is important to the promotion and attraction of facilities, especially as opportunities arise. The rental and use rates for City facilities are established each year by ordinance which does not allow adjustments for seasonal activity, bad weather, or changing conditions, devalues the ability to negotiate special use/rates for volume rentals or first-time programs, and discourages potential users from considering renting City facilities because of inflexibility. A major responsibility of staff is to create ways to maximize public use and revenue. It is common for municipalities to allow administrative establishment of promotional and short term usage and rates, in addition to / in coordination with the annually adopted rates set by ordinance.

On February 26, 2008, the City Council approved Resolution R022-2008 granting authorization to the Director of General Services to negotiate promotional fees for Scott Schreiner Golf Course and Kerrville-Schreiner Park (KSP). With elimination of the General Services Department and resulting city reorganization in 2009, the Golf /Tennis and Parks and Recreation Department directors now coordinate use and fees for their operations. The 2008 Resolution is outdated and limits this flexibility to only the Scott Schreiner Golf Course and Kerrville-Schreiner Park.

The proposed resolution would authorize these departments the ability to negotiate

promotional usage/rates for tournaments, adjust for changing park/field conditions, create new events and programs, and allow less than one year promotional usage. The proposed resolution will allow for promotional flexibility throughout the city park system and, not just the golf course or KSP. The establish rates set by ordinance each year will remain the base fee schedule for regularly rented facilities. This new authorization will only be used for promotional or out-of-the-ordinary conditions/events/programs. Any activity that is to extend beyond one year will automatically require City Council approval and not be authorized by this resolution.

RECOMMENDED ACTION

It is recommended that the City Council approve the resolution authorizing the Director of Parks and Recreation to negotiate promotional use and rates for the Parks and Recreation Department and the Director of Golf / Tennis to negotiate promotional use and rates for the Golf and Tennis Department; and to repeal the outdate Resolution R022-2008.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ____-2013**

A RESOLUTION AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION AND THE DIRECTOR OF GOLF/TENNIS TO NEGOTIATE SPECIFIC FEES FOR USE OF PARKS AND OTHER CITY FACILITIES

WHEREAS, the City requires the payment of fees for various uses of City parks and recreational facilities, which fees are adopted each year by City Council as part of the City's fee schedule; and

WHEREAS, both the Parks and Recreation Department and the Golf/Tennis Department continue exploring ways of increasing the use of City parks and recreational facilities; and

WHEREAS, as part of an increased marketing effort, the City Manager recommends that City Council authorize the Director of Parks and Recreation and the Director of Golf/Tennis to reduce user fees in certain instances, including during non-peak times, to groups, and in other situations where reduced fees will attract users to the City; and

WHEREAS, the City Council determines that it is in the public interest of the citizens of Kerrville to authorize the Director of Parks and Recreation and the Director of Golf/Tennis to negotiate the reduction of user fees under certain situations;

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

SECTION ONE. The Director of Parks and Recreation and the Director of Golf/Tennis are authorized to reduce user fees applicable to City parks and recreational areas for the following or comparable purposes:

- a. encouraging use during non-peak times and unfavorable weather conditions;
- b. use by large groups, including tournaments;
- c. special programs associated with holidays and other events;
- d. first-time programs;
- e. multiple uses or rentals by the same party;

SECTION TWO. Where staff recommends that a fee reduction exceed one year, such reduction must first be approved by City Council.

SECTION THREE. Resolution 22-2008 is repealed.

PASSED AND APPROVED this the ____ day of _____, A.D., 2013.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Agenda Item:

4D. A resolution supporting the application of Communities for Veterans to construct low income rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs. (staff)

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

SUBJECT: Resolution supporting the application of communities for Veterans to construct low income rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs

FOR AGENDA OF: Feb. 26, 2013 **DATE SUBMITTED:** Feb. 15, 2013

SUBMITTED BY: Ashlea Boyle, *ab* **CLEARANCES:** Todd Parton,
Special Projects Coordinator City Manager

EXHIBITS: Resolution

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *[Signature]*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

At the Council meeting of January 8, 2013, Council approved Resolution No. 03-2013 supporting the application of communities for Veterans to construct low income rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs.

The approved resolution stated that the City would provide a local financial match if it received third party funding and the resolution reads as follows:

B. "That the City Council will provide a local financial match to the project up to the maximum of \$200,000.00 through grant awarded to the City of Kerrville and will make an application for the funds upon acceptance of the application; said local match shall not exceed the actual grant amount awarded to the City of Kerrville".

The tax credit program is highly competitive and competing applications are evaluated in a formal scoring system. To maximize the Freedom's Path score and competitiveness the resolution would need to be modified to guarantee the City's commitment of the local match. City staff has made application for grant funding to meet the local financial match specified in the tax credit program. The successful award of the grant request would allow the City to guarantee funding and ensure maximum points to Freedom's Path.

Staff has submitted the grant application as directed by the City Council. Upon staff recommendation at the February 12, 2013 City Council meeting, the City Council deferred

agenda item 3F *The Resolution supporting the application of communities for Veterans to construct low income rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs* to the February 26, 2013 Council meeting as the application status was undetermined.

City staff is awaiting the results of the grant application. Should the application be approved, staff recommends that the City Council approve a resolution supporting the project and committing the funds for the Freedom's Path project. If the grant application is not approved or the application status is still undetermined by the February 26, 2013 City Council Meeting, staff will notify City Council and the resolution will be definitively withdrawn.

RECOMMENDED ACTION

Staff recommends that the City Council approve a resolution of support for the Freedom's Path project and commitment of funding subject to the approval of the grant application.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ____ - 2013**

**A RESOLUTION SUPPORTING THE APPLICATION OF
COMMUNITIES FOR VETERANS TO CONSTRUCT LOW
INCOME RENTAL HOUSING PURSUANT TO THE LOW INCOME
HOUSING TAX CREDIT PROGRAM ADMINISTERED BY THE
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY
AFFAIRS**

WHEREAS, Communities for Veterans is submitting applications to the Texas Department of Housing and Community Affairs requesting assistance through its Low Income Housing Tax Credit Program for the construction of a 49-unit multi-family apartment community to be located on property leased from the Kerrville Veterans Administration Hospital, 3600 Memorial Highway, Kerrville, Texas 78028, hereinafter referred to as the "Community"; and,

WHEREAS, the Community will address the needs of our military veterans who have valiantly served our community and our nation; and,

WHEREAS, City Council recognizes the need to provide an inventory of decent affordable housing to accommodate military veterans who have suffered service related injuries; and,

WHEREAS, the Community will serve tenants whose incomes are within the following area median income categories: 32 of the units (65%) will serve tenants whose incomes are at or below 60% of the area median; 17 of the units (34%) will serve tenants whose incomes are at or below 50% of the area median; and,

WHEREAS, City Council has previously adopted Resolution 03-2013, which provided Council's support for the Communities for Veterans and the Community; and

WHEREAS, City Council finds it in the public interest to support and endorse efforts by the private development sector to construct decent affordable housing in Kerrville to serve our military veterans and their families;

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

SECTION ONE. City Council hereby supports and endorses the application of Communities for Veterans to the Texas Department of Housing and Community Affairs pursuant to its Low Income Housing Tax Credit Program related to the construction of the above described apartment community to be generally located at 3600 Memorial Boulevard with the following stipulations:

- A. That the occupancy for this project will be limited to military veterans who have received active duty honorable discharges with service connected disabilities and with or without conditions and that this occupancy limitation will be incorporated into the Tenant Occupancy Plan portion of the land lease negotiated between Communities for Veterans and the U.S. Department of Veterans Affairs for the Community; and
- B. That City Council will provide a local financial match to the project up to a maximum amount of \$200,000.00; and
- C. That each unit will be constructed with its own kitchen to include a fully functional sink with a disposal, refrigerator, stove, oven, dishwasher, and microwave oven; and
- D. That the Community will be constructed with a fully appointed commercial kitchen in the common area in order to facilitate events and efforts of the Kerrville community to support the tenants; and
- E. That a minimum of half the residential units are configured for veterans with service related disabilities; and
- F. That the Community will be developed in accordance with all applicable zoning, subdivision, building, fire, and life safety codes and ordinances of the City of Kerrville; and
- G. That the Community will be subject to all applicable building permit and building inspection requirements of the City of Kerrville; and
- H. That all annual property taxes will be paid each year as required by law.

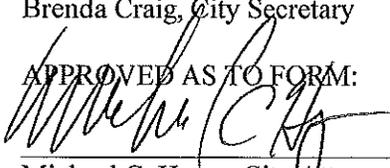
PASSED AND APPROVED ON this the _____ day of _____, A.D., 2013.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

4E. A professional services agreement with Peter Lewis Architect + Associates, PLLC for design of the renovation and expansion of the central fire station in an amount not to exceed \$56,900.00. (staff)

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

SUBJECT: Authorize the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for design of the renovation and expansion of the Central Fire Station in an amount not to exceed \$56,900.00.

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 20, 2013

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

EXHIBITS: Professional Services Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$56,900.00	\$550,000.00*	\$550,000.00*	TBD

*After Budget Amendment

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

SUMMARY STATEMENT

At the January 25, 2013 meeting, the City Council discussed the expansion and renovation of the Central Fire Station to accommodate current needs and staffing levels. After a presentation from staff, Council directed the City Manager to include this project in the upcoming budget amendment in an amount not to exceed \$550,000.00.

Staff has worked with Peter Lewis Architect + Associates to scope the design of the renovation and expansion of the Central Fire Station based on the conceptual design presented at the City Council budget workshop. The proposal is for an amount not to exceed \$56,900.00.

RECOMMENDED ACTION

Authorize the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for design of the renovation and expansion of the Central Fire Station in an amount not to exceed \$56,900.00.

Professional Services Agreement

Between

Peter Lewis Architect & Associates, PLLC and City of Kerrville

THIS AGREEMENT is made as of this ____ day of _____, 2013, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 701 Main Street, Kerrville, Texas, 78028, hereinafter referred to as "City", and Peter Lewis Architect & Associates, PLLC, with its offices at 334 West Water Street, Kerrville, Texas 78028, hereinafter referred to as "Architect", for the performance of professional Architectural services in consideration of the following terms, conditions, and agreements:

PART I. SERVICES

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

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

PART II. CITY'S RESPONSIBILITIES

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

and give prompt written notice to Architect whenever City observes or otherwise becomes aware of any defect in Architect's submissions.

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

PART III. WORK ORDER AMENDMENTS

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

the date of execution of this Agreement, the increased or decreased cost of performance of the services provided in this Agreement and subsequent Work Orders shall be reflected in an appropriate Work Order.

PART IV. COMPENSATION

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

PART V. PAYMENTS

Architect will invoice City in accordance with the terms and conditions as set forth in **Exhibit A**. City agrees to promptly pay Architect at its office at 334 West Water Street, Kerrville, Texas 78028, an amount not to exceed Fifty-Four Thousand dollars (\$54,000.00) upon completion of work receipt. In no event shall Architect's failure to invoice constitute a default under the terms and conditions of this Agreement.

PART VI. INSURANCE

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

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

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

PART VII. TERMINATION

A. CONDITIONS OF TERMINATION

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

B. ACTIONS ON TERMINATION

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

C. COMPENSATION PAYABLE ON TERMINATION

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

PART VIII. RISK ALLOCATION

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

PART IX. MISCELLANEOUS

A. REUSE OF DOCUMENTS

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

B. OPINION OF COST

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

C. LATE PAYMENT

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

D. ATTORNEY'S FEES

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

E. PERIOD OF SERVICE

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

F. SUCCESSORS AND ASSIGNS

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

G. CONTROLLING LAW, VENUE

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

H. SEVERABILITY AND WAIVER

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

I. EXTENT OF AGREEMENT

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

J. AMENDMENTS

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

Executed on this _____ day of _____, 2013.

CITY OF KERRVILLE

PETER LEWIS ARCHITECT &
ASSOCIATES, PLLC

BY: _____
Todd Parton, City Manager

BY: _____
Peter Lewis, Architect

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Brenda G. Craig, City Secretary



PETER LEWIS
ARCHITECT + ASSOCIATES

EXHIBIT "A"

January 24, 2013

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

RE: City of Kerrville
Additions and Alterations to Fire Station 1
Kerrville, Texas

Dear Kristine:

Thank you for the continuing opportunity to be of service to the City of Kerrville. Based upon our site meeting and discussions to date, we propose to provide professional design services for additions and alterations to Fire Station No. 1. Please allow the following to document our understanding of Scope, Services and Fee.

I. Work Scope

- A. Selective interior/exterior demolition
- B. Dormitory/Bathrooms/Lounge and Kitchen/Dining Addition
- C. Remodel existing Dormitory/Lounge Area
- D. Storage
- E. Enlarge Rescue Truck Building
- F. Interior upgrades to Vehicle Bays

II. Scope of Services

- A. Schematic Design Services
 - 1. Meet with Assistant City Manager and City staff, as required
 - 2. As-built survey and documentation
 - 3. Architectural Floor Plan options
- B. Construction Document Services (CD)
 - 1. Demolition Plans
 - 2. Architectural
 - 3. Mechanical/Electrical: ESA Mechanical & Electrical Engineering, Inc.
 - 4. Structural: Maxwell Engineering, PLLC
 - 5. Project Specifications
 - 6. Assist City of Kerrville during Bid Phase, as required
- C. Construction Contract Administration Services (CCA)
 - 1. Periodic Site Visits
 - 2. Office Construction Administration
 - 3. Shop Drawing and Submittal Review
 - 4. Project Meetings with Owner and Contractor
 - 5. Review Applications for Payment and issue Certificates for Payment
 - 5. Issue Certificate of Substantial Completion

PWL

III. Fixed Fee

Our services will be provided for a Fixed Fee of Fifty Four Thousand and no/100 dollars \$ 54,000.00

A. Schematic Design	\$ 6,000.00
B. Construction Documents	\$ 40,000.00
C. Construction Contract Administration	\$ 8,000.00

IV. Reimbursable Expenses

Reimbursable expenses will be billed at a multiple of 1.15 times cost (invoice): reproduction of documents, shipping and mailing expenses, long distance telephone and fax, Consultants not included above. Project related mileage will be billed at current Standard Rate.

Estimated Reimbursable Expenses	\$ 1,500.00
ADA Review/Inspection	\$ 1,400.00 (est)

V. Additional Services, if requested and approved in writing, will be provided on an Hourly basis according to our Hourly Fee Schedule

Principal/Overall Project Manager	\$ 135.00/Hr.
Project Architect	\$ 110.00/Hr.
Professional Intern	\$ 75.00/Hr.
Project Technician	\$ 60.00/Hr.
Admin./Clerical	\$ 35.00/Hr.

VI. Exclusions

Hazardous Material Abatement : An Asbestos Survey/Abatement will be required prior to commencement of any construction affecting the existing structures and is not included in this Proposal.

This Professional Design Services Proposal generally describes the Services to be provided and their associated Fees. If we are in agreement on both of these items, please indicate so by signing and returning a copy of this Proposal. Please call me, if you have any questions.

We look forward to getting started!

Very truly yours,



Peter W. Lewis, Architect
Principal

Accepted for City of Kerrville

Date

Agenda Item:

4F. Non-exclusive License Agreement between the City of Kerrville and Texas Hill Country Senior Softball League for use of the City's softball fields. (staff)

**TO BE CONSIDERED BY THE
ECOMONIC IMPROVEMENT CORPORATION,
CITY OF KERRVILLE, TEXAS**

SUBJECT: Authorization of license agreement with the Texas Hill Country Senior Softball League for use of Singing Wind Park Fields

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 15, 2013

SUBMITTED BY: Malcolm Matthews **CLEARANCES:** Kristine Ondrias *KO*
Director of Parks and Recreation Asst. City Manager

EXHIBITS: License Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *MP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Texas Hill Country Senior Softball League (THCSSL) has requested use of the Singing Wind Park softball fields to operate a senior softball league. This request is consistent with our mission to make facilities and programs available for all ages.

The license includes THCSSL use of Field #2 for practice on Sunday afternoons and Field #1 for games on Tuesday evenings from March 1, 2013 through September 22, 2013. They will pay the regular rental rate for practice time, which is \$15/hr., and will pay \$25/game. THCSSL will line the field for games, register players, schedule and umpire their games, provide all equipment, provide the liability/casualty insurance as required by the City, and will indemnify and hold City harmless from claims, loss and expense. The City will provide the facility for their exclusive use during the scheduled periods, will maintain the fields in good playing condition, and will drag the fields prior to games.

The term of the license can be extended for two additional years, as agreed by both parties, for the same time period each year. The THCSSL must request the annual extension to City no later than 60 days prior to the end of each anniversary date of the license. The use period scheduled for THCSSL does not conflict with the City Softball Program which is also held at Singing Winds Park.

RECOMMENDED ACTION

Authorization of a license agreement with the Texas Hill Country Senior Softball League for use of Singing Wind Park Fields.

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
CITY OF KERRVILLE AND
TEXAS HILL COUNTRY SENIOR SOFTBALL LEAGUE**

This Non-Exclusive License Agreement (“License”) is made and entered into by and between the CITY OF KERRVILLE, TEXAS (“City”), and TEXAS HILL COUNTRY SENIOR SOFTBALL LEAGUE, herein referred to as “THCSSL” as follows:

1. **Grant of License.** In consideration of and subject to the terms, provisions, and covenants herein contained, City hereby grants to THCSSL a license to use Fields #1 and #2, the restroom facilities, and the parking lot at Singing Wind Softball Complex, in the City of Kerrville, Kerr County, Texas (“Licensed Premises”) for THCSSL’s softball practice, as follows: Practice will be held on Field #2 from 2:00 p.m. until 4:00 p.m. each Sunday during the term of this License. Games will be held on Field #1 for two games on Tuesday evenings, beginning the first week in April during the term of this License. This period of time that THCSSL uses the Licensed Premises shall be referred to herein as the “active use” and such active use of Fields #1 and #2 by THCSSL will be exclusive.

2. **Term.** The initial term of this License shall begin March 1, 2013 and end September 22, 2013, subject to earlier termination as provided herein.

3. **Annual Extensions.** This License shall renew for successive one year periods, commencing on the first week of March in each year thereafter through the third week of September in each year thereafter, for two (2) successive years. Not later than sixty (60) days prior to the end of each anniversary date of this License, THCSSL shall notify the City whether it intends to renew this License. If notification of renewal is not received by the City, this License shall expire and terminate, as provided herein.

4. **Services and Facilities** The City shall provide the following:

- a. Field #2 for practice only;
- b. Field #1, including lights, for games only;
- c. General maintenance of playing surfaces, including dragging the infield of Field #1 on Tuesdays that THCSSL plays games;
- d. Reservation of fields for THCSSL practice and games, during the days and times provided for in this License.

5. **Termination Election.** City and THCSSL each shall have the right, either with or without cause and at any time, to terminate this License upon not less than thirty (30) days prior written notice to the other party. Upon such termination, City and THCSSL shall be

relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

6. **Use.** THCSSL's use of the Licensed Premises shall comply with the following:
 - a. THCSSL shall use the Licensed Premises and all improvements thereon for softball practice, games, and softball related activities and for no other purpose;
 - b. THCSSL shall not use any other property beyond the Licensed Premises. At times and upon request, the City may grant permission to THCSSL for THCSSL to use additional property;
 - c. THCSSL shall institute all reasonable measures as are necessary to ensure that all members, spectators, guests, and invitees remain within the Licensed Premises at all times during the conducting of THCSSL activities;
 - d. THCSSL shall inspect the Licensed Premises, in particular Fields #1 and #2, prior to any use to ensure that they are safe for the intended use;
 - e. THCSSL shall provide and maintain all game equipment and infield lining and provide its members with all appropriate safety equipment, and shall inform the City of their maintenance schedule on the Licensed Premises;
 - f. THCSSL shall ensure that all persons and activities are adequately supervised by an adult at all times during the active use;
 - g. THCSSL shall provide all team registration, scheduling, and umpires.
 - h. THCSSL shall not permit any smoking, alcohol, or pets on the Licensed Premises.
 - i. THCSSL shall take reasonable measures to ensure that its members, spectators, guests, and invitees abide by all traffic and parking signs;
 - j. THCSSL shall maintain the Licensed Premises in a neat and orderly condition.
 - k. THCSSL shall not install, place, or use any signage without the prior consent of the City. City's consent shall be subject to the City's sign regulations, if applicable.

7. **Insurance.** THCSSL shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. The City of Kerrville Risk Manager must approve the policy prior to the THCSSL's use of the Licensed Premises. The policy shall be in the amount of \$500,000 per person and \$1,000,000.00 per occurrence and shall cover the Licensed Premises for the duration of THCSSL's use of the Licensed Premises. Upon

execution of this License, THCSSL shall provide the City Manager or designee with a copy of the insurance policies required hereby, showing premium prepaid for the each term year. In the event of failure by THCSSL to keep such insurance in effect, the License shall terminate without notice from City to THCSSL. The public liability and casualty insurance policies shall name City as an "additional insured". All policies shall include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that the City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. THCSSL shall provide renewal certificates to the City at least ten (10) days prior to expiration date. Policies shall be in effect for the entire term of this License and any renewals.

8. **Alterations and Improvements.** THCSSL shall not make any alterations, additions, or improvements to the Licensed Premises, which includes the placement of bleachers and benches or the planting of trees or other plant life, without the prior written approval of the City Manager or designee. If authorized, all permanent improvements shall become the property of the City. A "permanent improvement" shall not include bleachers or benches.

9. **Access.** City shall maintain its access to the Licensed Premises at all times for any purpose.

10. **Unsafe Playing Conditions.** If the City restricts irrigation of the Licensed Premises, and the Licensed Premises becomes unsafe for playing conditions, THCSSL shall discontinue use of the Leased Premises for all purposes until the City permits use of the Licensed Premises to continue.

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

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

13. **INDEMNIFICATION.** **THCSSL AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE (INCLUDING ATTORNEY'S**

FEES AND COST OF LITIGATION) IN ANY MANNER ARISING OUT OF OR RESULTING FROM THCSSL'S OPERATIONS, THCSSL'S USE OF THE LICENSED PREMISES, OR THE EXISTENCE OF THCSSL AND THCSSL'S IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING BUT NOT LIMITED TO ANY AND ALL LIABILITY, LOSS, COST AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY THCSSL'S OFFICIALS, AGENTS, VOLUNTEERS, PARTICIPANTS, .

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

15. **Casualty.** In the event of property damage caused by THCSSL or its members or participants, THCSSL shall restore all damaged improvements within thirty (30) days thereafter. Insurance proceeds will be made available for such repairs.

16. **No Other Relationship.** This License constitutes the entire agreement between City and THCSSL. Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership, or other arrangement between City and THCSSL.

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

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

City: City of Kerrville, Texas
Attention: City Manager
800 Junction Highway
Kerrville, Texas 78028

THCSSL: Texas Hill Country Senior Softball League

19. **Fees/Payments.** THCSSL shall pay City the adopted hourly field rental rate for the Singing Wind Softball Complex for practices and \$25 per game during the term of this License. Payment shall be made by the fifth day of each month, in advance of use, during the term of this License for its use of the Licensed Premises. Payments shall be adjusted for rain out days only, to be credited with the following month's payment.

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

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

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

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

CITY OF KERRVILLE, TEXAS

**TEXAS HILL COUNTRY SENIOR
SOFTBALL LEAGUE**

By: _____
Todd Parton, City Manager

By: _____

Date: _____

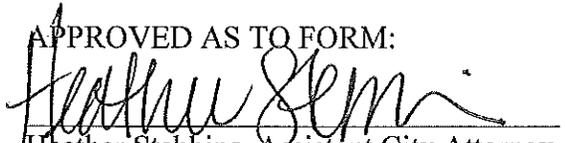
Date: _____

(Signatures continued on next page)

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Heather Stebbins, Assistant City Attorney

T:\Legal\PARKS & RECREATION\Contract\Texas Hill Country Senior Softball League License Agreement_020813.doc

Agenda Item:

4G. Purchase of a dump truck from Freightliner of Austin in the amount of \$80,459.00. (staff)

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

SUBJECT: Approval of purchase of a Dump Truck from Freightliner of Austin.

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 18, 2013

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

EXHIBITS: Price Sheet Attached

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$ 80,459.00	\$ 90,500	\$ 90,500	02-885-504

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

SUMMARY STATEMENT

In the FY2013 Approved Budget the Wastewater Division budgeted \$90,500 for the purchase of a new dump truck. The dump truck is being purchased through BuyBoard from Freightliner of Austin.

RECOMMENDED ACTION

Recommend approval of purchase.



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 1-10-2013

PURCHASING NAME City of Kerrville		TELEPHONE 830-258-1131	
ADDRESS 310 McFarland		CITY Kerrville	STATE Tx
		ZIP CODE 78028	

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2014	Freightliner	M2-106	Order	

MILEAGE:	
Buy Board contract 358-10	
2014 Freightliner M2-106 chassis per specs	67,419.00
6-8 Yard dump body with pintle hook and Tarp per Warren quote # 4207	12,640.00
Buy Board fee	400

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE	
SALESMAN SIGNATURE	

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. *The information you see on the window form for this vehicle is part of this contract. Information on the window form overrules any contrary provisions in the contract of sale.*

MILEAGE:	TRADE-IN
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YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

MILEAGE:	TRADE-IN
----------	----------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

		TOTAL	80,459.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	80,459.00
DATED:	LIEN AMOUNT \$	License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:			Total Balance Due

Agenda Item:

- 4H. Tennis professional agreement between the City of Kerrville, Texas and Jess Asper. (staff)

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

SUBJECT: Tennis Professional Contract between the CITY of KERRVILLE, TEXAS, and Jess Asper.

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 19, 2013

SUBMITTED BY: Scott McDonough **CLEARANCES:** Kristine Ondrias *Jul*

EXHIBITS: Contract between City of Kerrville, Texas, and Jess Asper

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JA*

Expenditure	Current Balance	Amount	Account	
Required:	in Account:	Budgeted:	Number:	
\$ 15,000	\$ 15,000	\$ 15,000	01-852-306	Contract
\$ 7,500	\$ 7,500	\$ 7,500	01-852-306	% Fees

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The position of Head Tennis Professional at the H-E-B Tennis Center was opened with the passing of previous professional Chris Crawford. Resumes were accepted thru January 4, 2013. A committee consisting of three prominent members of the tennis community along with the Parks & Recreation Director and the Director of Golf & Tennis reviewed the applications and narrowed the selection process down to two very qualified candidates.

Jess Asper of Fair Oaks Ranch, Texas was then selected from the two finalist based on experience in working with city funded facilities, increasing club memberships, generating high tournament revenues, launching new marketing programs, personal training, teaching all skill levels, pro shop management and facility maintenance.

Jess brings a long list of accomplishments to Kerrville that will include clients from his tennis academy in San Antonio. He has also served as Director of Tennis for Thousand Oaks Racquet Club in San Antonio where club membership grew by 20% the first year and his junior program became one of the largest programs in the city. Previous to Thousand Oaks, Jess spent six years at Westchester Tennis Academy in Los Angeles, California where he directed a city funded tennis training academy that increased revenue by 45% in the first year. He also developed an effective

marketing campaign and secured high profile industry sponsors. During his tenure at Westchester Jess created the Hope Worldwide Tennis Program, an innovative non-profit program serving children in diverse inner-city communities.

Jess brings energy and enthusiasm along with the ability to create programs, and teach at all levels, to a facility that will welcome him with open arms.

RECOMMENDED ACTION

JESS ASPER

Highly skilled, competitive manager with successes in diverse operational and sports environments in the U.S. and international, including corporate, government contracting and non-profit settings. Extensive experience in operations, coaching and training, facility management, program management, business development and sales. Dynamic leader and motivator skilled at building team, customer, staff and vendor relationships to expand programs. Creative and proactive in developing sports, business, sales and program strategies. Adaptable in challenging situations with the ability to learn quickly. Powerful communicator and team builder with excellent training skills. *Fluent in both English and Spanish.*

PROFESSIONAL STRENGTHS

Sports Development/Training	Tennis Professional	Personal Trainer/Instructor	Character Building
Operations/Facilities Mgmt.	Motivational Training & Dev.	Coaching & Team Building	Competition Dev.
Business & Program Start-ups	Strategic Planning & Dev.	Tournament Organization	Relationship Building
Pro-Shop Set-Up/Mgmt.	Business Development/Sales	Construction Management	Customer Service

TENNIS EXPERIENCE AND ACHIEVEMENTS

ASPERATIONS TENNIS ACADEMY, San Antonio, Texas

Owner/Tennis Professional – 2010 thru 2012

- Independent tennis professional working primarily with competition level middle and high school tennis players. Started by teaching the child of a family friend while still employed full time in corporate America, but due to explosive growth has developed into a full Jr. Tennis Development Program. From 2010 to 2011, grew program from one to over 60 students (from Intro and ZAT level to Champ/Super Champ) – 100% from referrals and word-of-mouth. Was able to make a smooth transition out of corporate America and back into full-time tennis training.

THOUSAND OAKS RACQUET CLUB, San Antonio, Texas

Director of Tennis Operations – 2003 thru 2005

- Revitalized a lackluster sports program for a tennis and fitness club. Hired, trained, and supervised a staff of up to 14. Launched new marketing programs designed to attract new club members. Instituted professional clinics and lessons for both junior and adult members, including nationally ranked athletes. Coached league teams and junior programs. **RESULTS:** Helped increase club membership by 20% the first year and increased departmental revenues by 75% and generated the highest tournament revenues in club history. Developed a junior program that became one of the largest programs in the city during that time; coached all levels of junior players during this period helping many receive admittance into all levels of college tennis programs.

WESTCHESTER TENNIS ACADEMY, Los Angeles, CA

Owner / Executive Director – 1997 thru 2002

- Directed all aspects of a city-funded tennis training academy with a 45 acre complex in the second largest city in the U.S. Negotiated terms of the city contract. Supervised three managers and a staff of 19. Created a community tennis program and trained/coached all age and ability groups. Developed an effective marketing campaign. Managed all operations of the pro shop and facility maintenance. Planned and coordinated diverse major events, including international tournaments. Sought and built partnerships with high profile industry sponsors. **RESULTS:** Successfully developed a program that increased revenue by 45% in the first year, increased participation by 85% and coached over 20 players into top levels of Southern California tennis. Trained several tour level players.

HOPE WORLDWIDE TENNIS PROGRAM, Los Angeles, CA

Director (*concurrent with above position*) – 1996 thru 2002

- Created and launched an innovative non-profit tennis program serving minority children in diverse inner-city communities. Managed a staff of nine, a volunteer corps of 500, and a \$250,000 budget. Determined program standards and operating policies and procedures. Developed and delivered impactful presentations to leaders in 25 inner-city schools; identified and interviewed 3000 student applicants to fill 20 program scholarship positions each year. Raised additional funds to counter a significant first year budget shortfall. Solicited program participation by over 50 professionals who were experts in their fields. **RESULTS:** Participation in the program resulted in receipt of \$20,000 annual scholarship offers to each student athlete from the finest prep schools on the west coast. I am proud to say that I have kept in touch and most all students graduated with several going on to play college tennis and two are currently playing on the Futures tour.

PERSONAL TENNIS BACKGROUND & ACCOMPLISHMENTS

- Received “Brightbart Award Hall of Fame” for high school tennis performance, 1976; American Express Card Circuit play, 1977; Ojai doubles tournament Champion, 1978; undefeated doubles season at Butte Community College, 1978; State finalist Jr. College Northern California region, 1978; Induction into Butte community College “Hall of Fame”, 2006.

ADDITIONAL PROFESSIONAL EXPERIENCE

CHURCH OF CHRIST, U.S., Argentina, Mexico, Puerto Rico

Missionary and Program Director – 1982 thru 1996

- Led the development and educational activities to promote a recognized non-profit organization in four states in the U.S. as well as in Mexico and Central and South America. Relocated 18 times in 14 years, researching each location’s geography, demographics, politics, and culture. Planned and supervised construction of infrastructure and facilities. Developed community networks and business relationships. Delivered informational presentations to diverse groups in multiple languages. Planned, promoted, and coordinated successful programs and fundraising events. **RESULTS:** Established regional centers of operations that expanded the organization’s programs by 200%.

ASPERATIONS POOLS, LLC., San Antonio, Texas

Owner / General Manager – 2005 thru 2008

- Founded a fiberglass swimming pool installation company. Conducted industry research and developed a business plan. Secured operating lines of credit. Hired, trained, and supervised a staff of 6 and multiple subcontractors. Managed marketing and sales activities as well as total operations of the labor intensive installation efforts. Developed sales and installation teams with integrity and an emphasis on quality construction and customer satisfaction. Built 120 pools in 27 months. **RESULTS:** Grew revenue to \$2.4 million the first year. Achieved #1 ranking out of all dealers in the U.S. two consecutive years for the national supplier in a highly competitive and increasingly soft market.

RICOH BUSINESS SOLUTIONS, San Antonio, Texas - Account Executive – 2008 thru 2010

- Joined international company leading the way in technology, IT services and products to increase and improve business solutions and efficiency in today’s competitive markets. Developed business plans and solutions at several area universities and community colleges. Highly technical training programs including Salesforce and Strategic Account Selling (SAS). Successfully built strategic relationships with company leaders and top executives.

EDUCATION: Bachelor of Arts, Literature, San Diego State University, 1982

REFERENCES:

Emily Foster, Tennis Professional
International Sports Trainer
210-683-0908

Chet Lyssy
Butte College Tennis Coach
530-990-0977

Bob Hoge
Former Churchill Tennis Coach-San Antonio
210-269-2836

**TENNIS PROFESSIONAL AGREEMENT BY AND BETWEEN
THE CITY OF KERRVILLE, TEXAS AND JESS ASPER**

THIS AGREEMENT is made between the CITY OF KERRVILLE, TEXAS (“City”), and JESS ASPER (“Asper”), for and in consideration of the following promises and conditions:

1. **Appointment as Tennis Professional:** During the term of this Agreement, Asper agrees to provide his personal and professional services to City as a tennis professional in charge of the day-to-day operations of the H.E. BUTT MUNICIPAL TENNIS CENTER (“Tennis Center”). In performing under this Agreement, Asper agrees to provide the following services and perform the following duties and obligations in a professional and workmanlike manner:
 - a. Asper shall at all times during the term of this Agreement and at his own expense be and remain a member in good standing of the United States Professional Tennis Association. In addition, Asper shall obtain and/or maintain, in his name and at his expense, all other license and certifications required in order for Asper to provide the services described herein;
 - b. Asper may employ additional staff for the teaching of tennis lessons on a reasonable schedule and basis, which right shall be exclusive. The use of any such person(s) is subject to the City’s prior written approval and the completion of an appropriate background check to be conducted by City;
 - c. Asper shall, at his own expense, maintain an adequately stocked tennis shop at all times, which pro shop shall be open for the taking of court reservations, sale of sports merchandise, non-alcoholic beverages, and ice, seven days per week during hours approved by City, which rights shall be exclusive; the sale of food by Asper shall be optional;
 - d. Asper shall at all times keep clean and maintain the courts, pro shop, and grounds immediately adjacent thereto, including, but not limited to:
 - (1) tents for tournaments;
 - (2) on-court water supply;
 - (3) on-court trash removal; and
 - (4) water removal equipment.
 - e. Asper shall not be responsible for the following:
 - (1) cleaning and maintaining the playground and practice fields located at the Tennis Center;
 - (2) repairs of fences, gates, and bleacher seats;

- (3) net replacement;
 - (4) repairs or replacements of windscreens;
 - (5) plumbing and electrical systems;
 - (6) watering and maintenance of lawns and landscaping at least once per week during the growing season and unless rainfall occurs;
 - (7) janitorial services for pavilion 6 days per week;
 - (8) cleaning sidewalks and court aprons after lawn mowing; and
 - (9) capital improvements, as that term is defined and used by the City.
- f. Asper may employ, at his sole cost, all employees, either full-time or part-time, necessary to sufficiently operate the Tennis Center and perform the obligations to be performed by Asper pursuant to this Agreement. Prior to any such employment, Asper shall provide notice to City of the prospective employee's name and identifying information so that City may perform a back-ground investigation. Asper shall have each prospective employee complete a form provided by City which shall require the prospective employee to provide certain information and agree to the terms of this Agreement.
- g. Asper shall maintain the two signs provided by City explaining the rules and regulations applicable to the Tennis Center and use of its facilities, which signs shall at all times be displayed at a location in the pro shop and in a place visible to players using the courts.
- h. Asper may, at his sole option and cost, provide such security measures as Asper deems necessary to protect the contents of the pro shop, including, but not limited to, the installation and maintenance of a burglar alarm system. Prior to any installation and use, Asper shall submit information concerning such system to the City for its review and approval and shall thereafter inform and update the City regarding the assignment and use of all access codes.

2. **Collection, Payment and Reporting of Pro Shop Revenues:**

- a. All revenues collected by Asper pursuant to his operation of the Tennis Center shall be divided between him and the City:

Lessons Gross Revenues:	90% to Asper 10% to City
Pro Shop Gross Revenues:	90% to Asper 10% to City

State and local sales taxes collected by Asper and remitted to the State of Texas shall not be included in the calculation of gross revenues.

- b. For purposes of determining the gross revenues and the payment to City required by Section 2.a., above, Asper shall include in the calculation of gross revenues all revenues received by any person authorized by Asper to teach tennis lessons at the Tennis Center.
- c. The payments required by Section 2.a. shall be delivered to City not later than fifteen (15) days following the end of each calendar quarter of this Agreement. The calendar quarters of this Agreement shall be:
 - (1) October 1 to December 31;
 - (2) January 1 to March 31;
 - (3) April 1 to June 30; and
 - (4) July 1 to September 30.
- d. All payments required under this Section 2 shall be accompanied by a written report signed by Asper and certified as being true and accurate which sets forth for the quarter just ended:
 - (1) gross revenue from sales from merchandise;
 - (2) number of tennis lessons taught that are calculated into gross revenues as set forth above;
 - (3) gross revenues from sale of food and beverages;
 - (4) such other information as may be reasonably requested by City relating to the operation of the Tennis Center.
- e. All sales of merchandise and purchase of lessons shall be recorded on a cash register tape, a copy of which tape shall be dated and retained by Asper for not less than two years after the termination of this Agreement; provided, Asper shall not be required to keep more than the last two years of tapes if this Agreement is extended.

3. **Collection, Payment, and Reporting of Court Fees and Membership Dues:**

- a. Asper agrees to collect all court fees and membership dues on behalf of City, which fees and dues shall be divided equally (50/50) between Asper and City.
- b. By 5:00 PM Thursday of each week, Asper shall remit directly to City all funds received for court fees and membership dues collected during the previous period.

- c. Upon request from City, Asper shall submit to City a signed report containing the number of paid court rentals, the number of contract court rentals, the number of free court rentals, the time reserved for tournaments, the number of members paying dues during the period represented by the payment and such other information related to the operation of the Tennis Center. Asper shall deliver such information to City with the payment required by Section 3.b. For purpose of this paragraph, the phrase "contract court rentals" shall mean court time allotted to individuals or teams for whom City has agreed to allow the Tennis Center to be used through payment of a single lump sum payment.
 - d. Asper shall not have the right to waive the payment of court rental fees unless such fee waiver is already granted by an act of the City Council, by contract between City and the party seeking the waiver, or with the written consent of the City Manager.
 - e. Asper shall not be required to collect a court rental fee from students who are paying a lesson fee that is calculated into the gross revenues described in Section 2, above.
 - f. All proceeds will be recorded on cash register with court fee receipts being identified. A paper receipt will be given to all individual players who are not Tennis Center members. Cash register tapes shall be properly labeled and retained for any audit reviews as set forth in Section 2.e., above.
 - g. The following rules shall apply to tournaments:
 - (1) Two courts shall remain open for public play at all times during tournaments unless otherwise permitted in writing by City.
 - (2) All revenues collected by Asper pursuant to tournaments shall be divided between him and City with 90% paid to Asper and 10% paid to City.
 - (3) Kerrville Tennis Association may host tournaments at a reduced cost if the proceeds are to be placed back into the facility for improvement or to help facilitate additional programming. Prior to scheduling such tournaments, the City Manager must approve such tournaments in writing.
4. **Base Management Fee:** City agrees to pay Asper a base annual management fee of \$15,000.00 for each Contract Year, which City shall pay in equal monthly installments in the amount of \$1,250.00 on or before the last day of the month. "Contract Year" shall mean the period beginning October 1 and ending the immediately subsequent September 30 occurring during the term of this Agreement. City shall pro-rate the payments during the 1st year of this Agreement as it will be less than a full calendar year.
5. **Term:** This Agreement shall be for a term commencing on February 10, 2013, and ending September 30, 2014, unless terminated earlier as provided herein. In addition,

this Agreement is subject to an extension of the term in accordance with Section 12, below.

6. **INDEMNITY: ASPER, AND ANY EMPLOYEE, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR OMISSION OF ASPER OR ANY OF HIS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH ASPER'S SERVICES OR OPERATIONS PURSUANT TO THIS AGREEMENT.**

7. **Insurance:**

- a. Asper shall carry Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence of \$1,000,000 combined single limit. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the City. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Asper shall maintain coverage for the duration of this Agreement.
- b. If insurance policies are not written for amounts specified in Subsection a., above, Asper shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.
- c. Asper shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.
- d. Asper shall provide that all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.
- e. Asper shall not commence work under this Agreement until he has obtained all required insurance and until such insurance has been reviewed by the City.

- f. Asper shall produce an endorsement to each affected policy that contains the following:
 - (1) That names City as additional insured with right of subrogation against City waived;
 - (2) That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.
 - g. Asper shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.
 - h. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change.
8. **Independent Contractor:** Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership or other arrangement or relationship between City and Asper and any of his assistants, employees, or agents. Asper and any of his assistants, employees, or agents shall at all times be an independent contractor and shall maintain full control over the means of conducting the business operations permitted hereby, provided such means are consistent with the provisions of this Agreement. Neither Asper nor any of Asper's assistants, employees, or agents shall have the right to obligate the City in any manner whatsoever. At no time shall Asper or any of Asper's assistants, employees, or agents be entitled to any benefits provided or available to City's employees.
9. **Rules, Regulations, and Fees:** City shall at all times retain the right to establish the rules and regulations for the use and operation of the Tennis Center, including, but not limited to, the establishment of court rental fees and hours of operation. Asper shall submit notice of any proposed changes in or variance from the rules and regulations for use and operation of the Tennis Center to City for its approval.
10. **Financial Records:** Asper shall maintain at the Tennis Center accurate financial records of the income and expenses related to the operation of the Tennis Center. City shall have the right to inspect and copy all such financial records during reasonable business hours, with or without notice.
11. **No Assignment:** This Agreement is for unique personal services which shall under no circumstances be assigned by Asper, in whole or in part, any attempt at such assignment being void.
12. **Extension of Term:** City and Asper agree to commence good faith negotiations regarding the extension of this Agreement for an additional term not later than July 1,

2014; provided, however, such agreement to negotiate an extension of the term shall not constitute a guarantee that an extension of this Agreement will in fact be executed and any such extension shall be subject to current funding being approved by the City Council for the fiscal year commencing October 1, 2013.

13. **Early Termination:** City or Asper may, at its sole option, terminate this Agreement at any time upon thirty (30) days written notice to the terminating party.
14. **Non-Appropriation of Funds:** In the event the City Council fails to appropriate for any of its fiscal years during the term of this Agreement current funds to pay the obligations of the City under this Agreement, this Agreement shall terminate at midnight on September 30 of the fiscal year prior to the fiscal year for which funds are not appropriated. City agrees to use reasonable efforts to inform Asper not later than July 15 of each calendar year of this Agreement if City anticipates that funds for this Agreement will not be appropriated.
15. **Interruption of Business:** City shall not be liable or responsible to Asper in any manner for any interruption, or adverse impact on, Asper's business as a result of casualty, flooding, acts of God, utility failures, or any other occurrence. City agrees to exercise reasonable efforts to restore access to and the use of the Tennis Center, but City shall not be responsible for failure to restore access or use within any particular period of time.
16. **Entire Agreement:** This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter. This Agreement may not be amended, discharged, or extended, except by written instrument executed by the Parties.
17. **Choice of Law; Venue:** This Agreement shall be governed by the laws of the State of Texas and shall be performed entirely within Kerr County, Texas.

SIGNED AND AGREED on the dates indicated below.

CITY OF KERRVILLE, TEXAS

JESS ASPER

Todd Parton, City Manager

Jess Asper

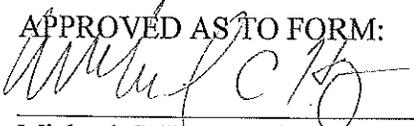
Date

Date

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

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Agenda Item:

5A. An ordinance amending Article 10-IV-1 of the City of Kerrville Subdivision Code, commonly referred to as the city's "Subdivision Regulations", by amending Section 10-IV-1(B)(2)(D) of said regulations to address nonconforming lots; containing a cumulative clause; containing a savings and severability clause; providing for an effective date; ordering publication; and providing other matters related thereto. (staff)

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

SUBJECT: Public Hearing & First Reading of an Ordinance amending the City of Kerrville's Subdivision Ordinance: Proposed amendments to Art. 10-IV-1 (B)(2)(d) of the City of Kerrville's Subdivision Ordinance concerning properties exempted from the city's plat requirements.

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 15, 2013

SUBMITTED BY: Jason Lutz *JL* **CLEARANCES:** Kristine Ondrias

EXHIBITS: Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *[Signature]*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Summary:

City Council held a public hearing and 1st ordinance reading on January 22nd. However due to a staff error in the legal notice that was published in the Kerrville Daily Times, Council must restart the process, which entails another public hearing and 1st ordinance reading.

The following amendment is being proposed in order to address issues of existing non-conforming lots found in the City of Kerrville.

Art. 10-IV-1 (B)(2)(d) of the City of Kerrville's Subdivision Ordinance addresses the requirements for properties that are exempted from the City of Kerrville's plat requirements. Currently any property subdivided prior to January 1, 1981 and does not meet the city's current regulations regarding lot requirements is required to replat the property, unless they meet certain criteria.

January 1, 1981 represents the cutoff date for non-conforming lots, with the intent that all lots platted after this date shall conform to the City of Kerrville's regulations. However, several lots throughout the city have been identified as non-conforming. Due to the fact that these lots were platted after January 1, 1981, the lots are not eligible for exemption to the city's plat requirements. This has caused the denial of building

permits as some lots do not have the ability to be replatted. Land owners do have the ability to seek a variance, but this method is not only costly and time consuming, but there are no guaranties that a variance may be granted.

Staff is recommending a change to the stated date of January 1, 1981 to the date that these changes would be adopted by council, after a public hearing and two ordinance readings (tentative for March. 12, 2013).

This change would allow those properties affected to begin development procedures without having to go through the variance process. This change will not remove any platting requirements that may be triggered during the development process, and any lots that do not meet the stated criteria for exemptions to the plat requirements will still be required to go through the platting process.

The Planning and Zoning Commission approved the amendments by a vote of 3-0, at their regularly scheduled meeting on January 3, 2013. During the public hearing portion of the meeting no citizens spoke on the issue.

RECOMMENDED ACTION

1. Open the public hearing and receive comments.
2. Approve the amendments as presented.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2013-__**

AN ORDINANCE AMENDING ARTICLE 10-IV-1 OF THE CITY OF KERRVILLE SUBDIVISION CODE, COMMONLY REFERRED TO AS THE CITY'S "SUBDIVISION REGULATIONS", BY AMENDING SECTION 10-IV-1(B)(2)(D) OF SAID REGULATIONS TO ADDRESS NONCONFORMING LOTS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATED THERETO

WHEREAS, the City Council of the City of Kerrville, Texas, pursuant to its authority as a home-rule municipality and Chapter 212 of the Texas Local Government Code, previously adopted regulations applicable to the subdivision of land and establishing the platting process ("Subdivision Regulations") in order to promote the health, safety, and general welfare of the City and its safe, orderly, and healthful development; and

WHEREAS, City staff recommends amending the Subdivision Regulations with respect to nonconforming lots; and

WHEREAS, Section 10-IV-1(B)(2)(d) of the Subdivision Regulations addresses the requirements for lots that are exempt from the City's platting requirements; and

WHEREAS, under the existing Subdivision Regulations, any property subdivided prior to January 1, 1981, but which does not meet the regulations regarding lot requirements, requires a replat unless certain criteria is met; and

WHEREAS, this date, January 1, 1981, represents the cutoff date for nonconforming lots, with the intent that all property subdivided after this date must comply with the Subdivision Regulations with respect to platting and lot requirements; and

WHEREAS, multiple lots throughout the City remain nonconforming even though they were platted after January 1, 1981; and

WHEREAS, these nonconforming lots are not currently eligible for an exemption from the Subdivision Regulations, which at times has meant that building permits are denied until the lot is properly replatted; and

WHEREAS, property owners currently have the authority to seek a variance under the Subdivision Regulations, but City staff recognizes that this process is both time consuming and costly and does not always afford the owner the desired outcome; and

WHEREAS, City staff recommends amending the Subdivision Regulations by changing the date and thereby exempting nonconforming lots from the regulations based upon existing criteria; and

WHEREAS, this amendment will authorize those nonconforming lots that meet certain criteria to begin the development process without having to seek a variance under the Subdivision Regulations; and

WHEREAS, this amendment will not remove all requirements under the Subdivision Regulations that may be triggered during the development process, such as public improvement requirements, and any nonconforming lot that does not meet the stated criteria for exemptions to the platting requirements must go through the replatting process; and

WHEREAS, the Kerrville Planning and Zoning Commission recommended approval of this amendment to the Subdivision Regulations after a public hearing on the matter held on January 4, 2013, at which time all persons had an opportunity to be heard; and

WHEREAS, pursuant to Texas Local Government Code §212.002, notice has been given to all persons by publication in the official newspaper and otherwise, of a hearing to be held before the City Council on January 22, 2013, to consider amendments to Article 10-IV-1, commonly referred to as the City’s subdivision regulations; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on January 22, 2013, as advertised;

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

SECTION ONE. Section 10-IV-1(B)(2)(d) of the City’s Subdivision Ordinance is amended by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

“Art. 10-IV-1(B) PLATS

-
-
-
- (2) .
-
-

d. Any property subdivided prior to [~~January 1, 1981~~] February 12, 2012, provided that each part of the subdivided property was adequately served by the following after the subdivision:

- (1) Streets constructed and previously accepted for maintenance by the City or County, whichever is applicable;

- (2) Water improvements as currently required by this or other applicable ordinances;
- (3) Sanitary sewer or individual on-site sewage disposal system as currently required by this or other ordinances;
- (4) Storm drainage facilities as currently required by this or other applicable ordinances, and;
- (5) Easements or rights-of-way as may be currently required by this or other applicable ordinance for the installation of any of the above stated improvements;"

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

SECTION FOUR. 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.

PASSED AND APPROVED ON FIRST READING, this 22nd day of January, 2013.

PASSED AND APPROVED ON SECOND AND FINAL READING, this _____ day of _____, 2013.

APPROVED AS TO FORM:


 Michael C. Hayes, City Attorney

 Jack Pratt, Jr., Mayor

ATTEST:

 Brenda G. Craig, City Secretary

Agenda Item:

6A. An ordinance amending Chapter 30 "Businesses" of the City's Code of Ordinances by adopting a new Article I "Group Homes and Boarding Home Facilities"; establishing registration, permitting, and inspection of group homes and boarding home facilities; 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. (staff)

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

SUBJECT: An Ordinance Amending Chapter 30 "Businesses" of the City's Code of Ordinances by adopting a new Article I "Group Homes and Boarding Home Facilities".

FOR AGENDA OF: Feb. 26, 2013 **DATE SUBMITTED:** Feb. 15, 2013

SUBMITTED BY: Mike Hayes *mh* **CLEARANCES:**
City Attorney

EXHIBITS: Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *rp*

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

PAYMENT TO BE MADE TO: NA

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City Council has, over the course of several meetings, considered the adoption of regulations applicable to "group homes". Based upon comments made from Council at those meetings, the attached ordinance will adopt regulations applicable to such businesses.

RECOMMENDED ACTION

Consideration of Ordinance.

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**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2013-__**

AN ORDINANCE AMENDING CHAPTER 30 "BUSINESSES" OF THE CITY'S CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE I "GROUP HOMES AND BOARDING HOME FACILITIES"; ESTABLISHING REGISTRATION, PERMITTING, AND INSPECTION OF GROUP HOMES AND BOARDING HOME FACILITIES; 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, Section 215.075 of the Texas Local Government Code grants home-rule municipalities the authority to license any lawful business or occupation that is subject to the police power of the municipality; and

WHEREAS, City Council has considered the issue of the regulation of group homes and boarding home facilities in several public meetings, including a workshop meeting which was dedicated to this issue and where citizens and operators of such homes were given an opportunity to directly address Council; and

WHEREAS, City Council believes that the provisions in this Ordinance will provide adequate and appropriate standards to protect the health and safety of the residents of group home and boarding home facilities, including ensuring that adequate life-safety measures are present; and

WHEREAS, City Council has determined that the regulation of boarding home facilities through this Ordinance, which includes the adoption of standards, the issuing of permits, the inspection of boarding home facilities, and the ability to enforce the provisions of the Ordinance is in the best interest of the public and will promote the public health, safety, and welfare of the City;

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

SECTION ONE. Chapter 30 "Businesses" of the Code of Ordinance of the City of Kerrville, Texas, is amended by adding a new Article I "Group Homes and Boarding Homes Facilities" to add the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) as follows:

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“Chapter 30 - BUSINESSES

ARTICLE I. GROUP HOMES AND BOARDING HOME FACILITIES

DIVISION 1. GENERAL

Sec. 30-1. Purpose of Article.

- (a) The purpose of this article is for the City to maintain a record of group homes, as licensed by the State of Texas, and boarding home facilities. These records will enable the City to try to ensure adequate fire, police, or emergency response vehicles or patrols are available, to identify and facilitate appropriate emergency responses for residents who may require special assistance during an emergency, and to enable enforcement of the spacing requirement between group homes, as defined and imposed by Chapter 123 of the Texas Human Resources Code. These standards are implemented pursuant to the City’s home-rule authority under Article XI, Section 5 of the Texas Constitution and the authority to license or permit lawful businesses subject to the City’s police power granted by Sections 54.005 and 215.075 of the Texas Local Government Code.
- (b) The City seeks and intends that this article is legally compliant with the Federal Fair Housing Amendments Act of 1988 (“FHAA”), the Americans with Disabilities Act of 1990 (“ADA”), and the Americans with Disabilities Amendments Act of 2008, and all other applicable state and federal legislation. It is the express intent of the City that this article is applied and enforced in a manner consistent with the FHAA, the ADA, and all other applicable state and federal legislation at all times.

DIVISION 2. GROUP HOMES LICENSED BY THE STATE

Sec. 30-6. Registration. The owners or operators of the following types of group homes, as defined by state law, must register with the City’s Development Services Department (“Department”) on a form provided by the Department and provide proof of a valid state license:

- (a) Home and community support services licensed under Chapter 142 of the Texas Health and Safety Code;
- (b) Convalescent and nursing homes and related institutions licensed under Chapter 242 of the Texas Health and Safety Code;

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- (c) Continuing care facilities licensed under Chapter 246 of the Texas Health and Safety Code;
- (d) Assisted living facilities licensed under Chapter 247 of the Texas Health and Safety Code;
- (e) Intermediate care facilities for the mentally retarded licensed under Chapter 252 of the Texas Health and Safety Code;
- (f) A person that provides home health, hospice, or personal assistance services only to persons enrolled in a program funded wholly or partly by the Texas Department of Mental Health and Mental Retardation (“TDMHMR”) and monitored by TDMHMR or its designated local authority in accordance with standards set by TDMHMR; and
- (g) A child-care facility as defined by Section 42.002 of the Texas Human Resources Code.

DIVISION 3. BOARDING HOME FACILITIES.

Sec. 30-11. General prohibition. A boarding home facility, as defined, is prohibited within all residential zoning districts of the City except an R-3 “Multifamily Residential District” or RT “Residential Transition” districts. The City recognizes that a group home for persons with disabilities may fall under the definition of a boarding home facility and thus may be regulated under this division. The City also recognizes that it may be necessary to allow a group home for persons with disabilities, which is not licensed by the State of Texas, or a boarding home facility, to locate within a residential zoning district as a way to accommodate a disabled person.

Sec. 30-12. Applicability. This division applies to all boarding home facilities within the City and does not apply to:

- (a) Home and community support services licensed under Chapter 142 of the Texas Health and Safety Code (“Hospice”);
- (b) Convalescent and nursing homes and related institutions licensed under Chapter 242 of the Texas Health and Safety Code;
- (c) Continuing care facilities licensed under Chapter 246 of the Texas Health and Safety Code;

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- (d) Assisted living facilities licensed under Chapter 247 of the Texas Health and Safety Code;
- (e) Intermediate care facilities for the mentally retarded licensed under Chapter 252 of the Texas Health and Safety Code;
- (f) A person that provides home health, hospice, or personal assistance services only to persons enrolled in a program funded wholly or partly by the Texas Department of Mental Health and Mental Retardation ("TDMHMR") and monitored by the TDMHMR or its designated local authority in accordance with standards set by the TDMHMR;
- (g) An establishment conducted by or for the adherents of a well-recognized church or religious denomination for the purpose of providing facilities for the care or treatment of the sick who depend exclusively on prayer or spiritual means for healing, without the use of any drug or material remedy, if the establishment complies with safety, sanitary, and quarantine laws and rules;
- (h) A monastery or convent;
- (i) A child-care facility as defined by Section 42.002 of the Texas Human Resources Code;
- (j) Family violence shelter center as defined by Section 51.002 of the Texas Human Resources Code; or
- (k) A sorority, fraternity house, or dormitory operated by an institution of higher education.

Sec. 30-13, Definitions. The following definitions apply:

- (a) Boarding home facility means a residence or dwelling, other than a hotel, wherein three or more rooms, with or without individual or group cooking facilities, are rented to individuals under separate rental agreements or leases, either written or oral, whether or not an owner, agent, or rental manager resides at the facility and such use does not require a state-issued license.
- (b) Department means the City's Development Services Department.
- (c) Director means the director of the Development Services Department and includes representatives, agents, or department employees designated by the director.

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- (d) Group home for persons with disabilities means any home, residence, facility, or premises which provide temporary, interim, or permanent housing to persons who are disabled as defined by state or federal law in a group setting where such home, residence, facility, or premises does not require a state-issued license.
- (e) Operator means the person in control of a boarding home facility.
- (f) Owner means an individual who has an ownership interest in a corporation or other legal entity operating a boarding home facility or the owner of the real property where a boarding home facility is located.
- (g) Person with a disability means a person with a mental, physical, or developmental disability that substantially impairs the person's ability to provide adequately for the person's care or protection and who is eighteen years of age or older or under eighteen years of age who has had the disabilities of minority removed.
- (h) Resident means a person who is residing in a boarding home facility.
- (i) Sleeping room means a room intended and used for sleeping purposes but does not include a kitchen, bathroom, hallway, or garage.

Sec. 30-14. Permit required.

- (a) No person may operate a boarding home facility without first obtaining a permit from and paying a fee to the City. The Department is responsible for issuance of a permit. A permit issued under this division authorizes the permittee to engage in the operation of a boarding home facility, subject to compliance with these regulations.
- (b) A person commits an offense if he owns or operates a boarding home facility in the City without a valid permit issued under this article.

Sec. 30-15 Permit Application. To obtain a permit to operate a boarding home facility, a person must submit an application to the director on a form provided for that purpose and pay the permit fee. The applicant must be the owner or operator of the boarding home facility. If the owner or operator is not an individual, an authorized officer or agent of the owner or operator must submit the form. The application must contain the following information before it is considered complete:

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- (a) The name, mailing address, email address, telephone number, a legible copy of the driver's license or other official state or federal identification card, and the date of birth of the applicant. The mailing address may not be the address of the boarding home facility unless the applicant actually resides full-time at the boarding home facility.
- (b) The name, form of business, mailing address, email address, telephone number, a legible copy of the driver's license or other official state or federal identification card, and position of the authorized officer or agent filing the form on behalf of the applicant, if the applicant is not an individual. The mailing address may not be the address of the boarding home facility unless the authorized officer or agent actually resides full-time at the boarding home facility.
- (c) If the operator of the boarding home facility is renting or leasing the home or facility, then the operator must present a letter from the owner of the real property authorizing the use of the rental property to operate a boarding home facility and acknowledging the requirements for the property to be used as a boarding home facility set out within this article.
- (d) The street address and telephone number of the boarding home facility.
- (e) The name, mailing address, email address, and telephone number of a person(s) to contact in an emergency.
- (f) Documentary evidence of the payment of ad valorem taxes, fees, fines, and penalties owed to the City in connection with real property used to operate the boarding home facility.
- (g) The names, mailing addresses, email addresses, telephone numbers, legible copies of the drivers' licenses or other official state or federal identification cards, and dates of birth of any owners, operators, or employees of the boarding home facility other than the applicant. The mailing address may not be the address of the boarding home facility, unless the owner, operator, or employee actually resides full-time at the boarding home facility.
- (h) The maximum number of residents that will reside at the boarding home facility.
- (i) The services to be offered or provided to the residents of the boarding home facility.

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- (j) A zoning verification letter from the Department stating that the proposed use of the property complies with the City's zoning regulations.
- (k) If the boarding home facility has one or more residents with a disability, a list of the general disabilities of the resident(s).
- (l) A statement that, by filing this application, the applicant swears or affirms under penalty of perjury that, to the best of the applicant's knowledge, all information contained in the application is true and correct and that the application is complete and includes all information required to be disclosed under this section.
- (m) Such additional information as the applicant desires to include or that the director deems necessary to aid in the determination of whether the requested permit should be granted.

Sec. 30-16 Notification of Change of Information. The permit holder shall notify the director within 10 (ten) days after any material change in the information contained in the application for a permit to operate a boarding home facility, including any change in ownership or operation of the property.

Sec. 30-17 Permit Fees.

- (a) The fee for a permit to operate a boarding home facility is as determined from time to time by City Council.
- (b) Following the issuance of a permit, the City will not refund a permit fee.

Sec. 30-18 Issuance or Denial of Permit.

- (a) Upon payment of the fee and the submission of a complete application, the director shall issue a permit to operate a boarding home facility to the applicant if the director determines that:
 - 1) The applicant has complied with all requirements within this article for issuance of the permit;
 - 2) The applicant, owner(s), operator(s), or employee(s) of the boarding home facility do not own or operate another permitted boarding home facility in the City for which the permit is currently suspended or has been revoked;

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- 3) The applicant has not made a false statement as to a material matter in the application for a permit; and
- 4) The proposed boarding home facility is not within one-half (1/2) mile of an existing boarding home facility. For purposes of this section, the measurement consists of a straight line without regard to intervening structures or objects, from the nearest property line of the lot or tract on which the proposed boarding home facility is located to the nearest property line of the existing registered or permitted boarding home facility, which requires separation. An exception exists where two or more boarding home facilities exist within one-half (1/2) mile of each other as of the adoption date of this Ordinance, such boarding home facilities are exempt from this distance requirement and may remain in operation, but only where they are issued a permit by the City and comply with the remaining requirements of this article. Following the issuance of a permit, should the permit be revoked or a boarding home facility cease operations for a period of time greater than ninety (90) days, then the distance requirement will be applied.

(b) If the director determines that the requirements of (a) have not been met and, if applicable, a variance under the article has been denied, the director shall deny the permit and notify the applicant in writing that the application is denied, the reason for denial, and a statement informing the applicant of the right to appeal.

Sec. 3-19.Variance from Distance Requirement.

(a) City Council may grant a variance to a proposed boarding home facility authorizing its location within one-half (1/2) mile of another registered group home or permitted boarding home facility.

(b) The variance procedure is as follows:

1) Application. When requesting a variance from the distance requirement found within Section 30-18, the applicant must submit the following information to the director:

A. Completed variance request form with the following information:

- i. The name and address of the applicant for the boarding home facility;
- ii. The name and address of the boarding home facility subject to the request, if applicable;

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- iii. The name of the property owner for the property where the boarding home facility is proposed to be located;
 - iv. The name and address of the registered group home or permitted boarding home facility currently in existence which triggered the request for variance;
 - v. Notarized authorization of the property owner consenting to the variance request; and
 - vi. The payment of the applicable fee for the variance, which is nonrefundable.
- B. Statement of justification as to how the variance meets the criteria in this section;
- C. A site and floor plan showing the following information:
- i. North arrow and scale;
 - ii. Boundaries of the property;
 - iii. Location and dimensions of all buildings and structures; and
 - iv. All fences, parking area, and landscape area.
- (2) Hearing. The director shall set a date for a public hearing on the first available City Council agenda after the passage of thirty (30) days from the date a complete variance application is received;
- (3) Notices. No later than ten (10) days prior to the date of the hearing, the director shall send written notice of the variance request, to include the date and time of the scheduled public hearing, to:
- A. The property owner of the registered permitted boarding home facility currently in existence which triggered the request for variance;
 - B. The applicant requesting the variance; and
 - C. Each owner, as indicated by the most recently approved municipal tax roll, of real property, within two hundred (200) feet of the property.

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(4) Council Decision.

- A. In determining whether to grant a variance, City Council must find that the enforcement of the distance requirement is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a permit, does not serve its intended purpose, and/or is not effective or necessary.
- B. If at the conclusion of the public hearing the City Council grants the applicant's request for a variance, the City Council may impose additional conditions on the granting of the variance where such conditions are intended to mitigate the impacts caused by the boarding home facility and are in the public interest.

(5) Renewal and Transfer. A variance granted pursuant to this subsection is valid for subsequent renewals of the registration for which a variance was sought. A variance granted pursuant to this subsection may not be transferred to another location except in the event when City Council approves as a condition of the variance the transfer to another location.

(6) Variance Violation. The director may request the City Attorney to seek any and all remedies available at law and or equity to assure the conditions imposed on the granting of the variance are enforced.

(7) Denial. If a variance is denied, no new application for the same location will be accepted within twelve (12) months from date of the denial.

Sec. 30-20. Suspension of Permit; Prohibition of New Residents.

(a) The director may suspend a permit for a boarding home facility for a period not to exceed ninety (90) days if the director finds that the permit holder or an employee of the boarding home facility has:

- (1) Failed to comply with any provision of this article, any other ordinance, or any state or federal law applicable to the operation of a boarding home facility; or
- (2) Intentionally or knowingly impeded or refused to allow an inspection by the director authorized under this article.

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- (b) A boarding home facility for which the permit has been suspended may not admit any new residents during the time the permit is suspended.
- (c) In lieu of suspending a permit for a boarding home facility, the director, at his sole discretion, may enter into a compliance agreement with a permit holder if the director determines that the compliance agreement would eliminate the noncompliance that would otherwise justify a suspension, result in prompt future inspections, and elevate one or more conditions at the boarding home facility to the standards of this article.
- (d) The director shall send a written statement of the reasons for the suspension, the date the suspension is to begin, the duration of the suspension, and the permit holder's right to appeal by certified mail, return receipt requested.
- (e) A permit holder whose permit is suspended may not be granted a permit to operate any additional boarding home facility during the suspension period.
- (f) A permit holder commits an offense if he operates or owns a boarding home facility that admits new residents during the time that the suspension of the permit is in effect.

Sec. 30-21. Revocation of Permit.

- (a) Except as provided in Subsection (b), the director shall revoke any permit issued to operate a boarding home facility if the director determines that:
 - (1) The permit holder intentionally made a false statement as to a material matter in the application or in a hearing concerning the permit;
 - (2) The permit holder failed to pay a fee required by this article at the time it was due; or
 - (3) A cause for suspension has occurred and the permit has already been suspended at least once within the preceding 12 months.
- (b) In lieu of revoking a permit for a boarding home facility, the director, at his sole discretion, may enter into a compliance agreement with a permit holder if the director determines that the compliance agreement would eliminate the noncompliance that would otherwise justify a revocation, result in prompt future inspections, and elevate one or more conditions at the boarding home facility to the standards of this article.

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- (c) Before revoking a license under Subsection (a), the director shall notify the permit holder in writing by certified mail, return receipt requested, that the permit is being considered for revocation. The notice must include the reason for the proposed revocation, action the permit holder must take to prevent the revocation, and a statement that the permit holder has ten (10) days to comply with the notice.
- (d) If after ten (10) days from the date of the notice required in Subsection (c) was sent or delivered, whichever is later, the permit holder has not complied with required actions listed in the notice, the director shall revoke the permit and notify the permit holder in writing of the revocation. The notice must include the reason for the revocation and a statement informing the permit holder of the right of appeal.
- (e) If a permit has been revoked, the permit holder has ten (10) days from the date the notice was sent or delivered, whichever is later, to relocate the residents of the facility and cease operations. An appeal of the revocation does not suspend or toll this deadline.

Sec. 30-22. Appeals. If the director denies the issuance or renewal of a permit or suspends or revokes a permit issued under this article, the action is final unless the permit holder files a written appeal within ten (10) days with City Council.

Sec. 30-23. Expiration and Renewal of Permit.

- (a) A permit to operate a boarding home facility expires one year after the date of issuance.
- (b) A permit holder must apply for renewal at least thirty (30) days before the expiration of the permit on a form provided by the director. The permit holder must update the information contained in the original permit application required under this article if any of the information has changed. The permit holder shall sign a statement affirming that there is either no change in the information contained on the original permit application and any subsequent renewal applications or that any information that has been updated is accurate and complete.
- (c) The director shall follow the procedures set forth in this article when determining whether to renew a permit.
- (d) The fee for the renewal of a permit to operate a boarding home facility shall be determined by City Council from time to time.

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Sec. 30-24. Non-transferability. A permit to operate a boarding home facility is not transferable to another location.

Sec. 30-25. Posting Requirements. The permit holder shall prominently and conspicuously post for display in a public area inside the boarding home facility that is readily available to residents, the operator, employees, and visitors the following:

(a) The permit issued under this article to operate the boarding home facility. The permit must be presented upon request to the director for examination;

Deleted: or to a peace officer

(b) A sign provided by the director specifying how complaints may be registered with the City and a copy of the most recent inspection report conducted by the director;

Deleted: ¶
A notice in a form prescribed by the director stating that inspection and related reports are available at the facility for public inspection and providing a telephone number that may be used to obtain information concerning the facility; ¶
A notice in a form prescribed by the director that lists the name, location, and contact information for: ¶
¶
The closest public health services agency in the proximity of the facility; and ¶
¶
organization or entity that represents, advocates, or serves elderly persons or persons with disabilities, including any related toll-free contact information for reporting emergencies to the organization or ent

Sec. 30-26. Reasonable Accommodations.

(a) The City intends to ensure that all persons with a disability have equal opportunity to use and enjoy a dwelling by providing such persons with reasonable accommodations in rules, policies, practices, and procedures promulgated under this article consistent with the FHAA and the ADA, as amended.

(b) The method of submitting a request for reasonable accommodation is as follows:

(1) A request for a reasonable accommodation may be submitted at any time that the accommodation may be necessary to ensure equal access to housing.

(2) A request for a reasonable accommodation may be submitted by an individual with a disability, the person's representative, or a permit holder providing housing for one or more individuals with disabilities.

(3) A request for a reasonable accommodation must be submitted in writing to the director on the form provided by the department or in the form of a letter.

(4) There is no fee for an application requesting a reasonable accommodation.

(5) If an individual needs assistance in making a request for a reasonable accommodation, the City will provide assistance to ensure that the application process is accessible to the individual.

(c) An applicant shall submit the following information before an application for a reasonable accommodation is considered to be complete:

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- (1) The applicant's name, mailing address, street address, telephone number, and email address;
 - (2) The applicant's relation to the individual(s) with a disability, if applicable;
 - (3) The address of the property to which the requested reasonable accommodation would apply;
 - (4) A disability determination by the Social Security Administration or the Department of Veteran's Affairs, or other substantially equivalent medical determination, that substantiates that the individual who would obtain the benefit of the reasonable accommodation is:
 - A. An individual with a physical or mental impairment that substantially limits one or more major life activities;
 - B. An individual who is regarded as having such an impairment; or
 - C. An individual with a record of such impairment.
 - (5) The section(s) of this article from which a reasonable accommodation is being requested; and
 - (6) A brief explanation of why the requested accommodation is necessary for the individual or individuals with disabilities to have equal access to housing.
- (d) Upon receipt of a complete application for a reasonable accommodation, the director shall review the application and issue a written ruling that grants, grants with conditions, or denies the application.
- (e) Before making a decision, the director may request an inspection of the boarding home facility and the property on which it is located. If the director makes such a request, the applicant must make the property, the facility, and its records available for the inspection within twenty (20) days after the date of the request or the application is automatically denied.
- (f) If the director deems it necessary to request additional information from the applicant consistent with federal and state law, the director shall contact the applicant in writing and specify the additional information that is required. If the director makes such a

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request, the applicant must provide the additional information to the director within twenty (20) days after the date of the request or the application is automatically denied.

- (g) All proposed decisions of the director will be submitted to the City Attorney for legal review to determine compliance with local, state, and federal laws and regulations.
- (h) The director may impose reasonable conditions on any accommodation granted consistent with the purpose of this article.
- (i) The written decision must be consistent with the FHAA and based on a consideration of the following factors:
 - A. Whether the housing that is the subject of the request will be used by one or more individuals with a disability;
 - B. Whether the requested accommodation is necessary to make specific housing available to one or more individuals with a disability;
 - C. Whether the requested accommodation would impose an undue financial or administrative burden on the City;
 - D. Whether the requested accommodation would require a fundamental alteration in the nature of City regulations;
 - E. The potential impacts of the requested accommodation on the applicant, the other residents of the boarding home facility, and the surrounding neighborhood;
 - F. Whether a failure to grant an accommodation would result in the property having no economically viable use; and
 - G. Whether there are alternative accommodations that are reasonable and have an equal, or less of an impact on the City, applicant, other residents of the boarding home facility, and the surrounding neighborhood.
- (j) The director shall issue a written decision within twenty (20) days of:
 - A. Receipt of a completed application, provided that the director is able to issue a decision based on the information provided in the original request; or

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B. The completed inspection of the property, facility, and its records, as requested by the director; or

C. The director's receipt of all additional requested information.

(k) The director's written decision must explain in detail the basis of the decision and notify the applicant of the right to appeal the director's decision to the City Council.

Sec. 30-27. Inspection; Fees.

(a) *Required inspections.*

(1) A boarding home facility must pass all required inspections.

(2) The permit holder shall keep a current file of reports and other documentation on site that is needed to demonstrate compliance with applicable ordinances, laws, regulations, including requirements set out in this article.

(3) The following inspections are required:

A. Permitting inspection;

B. Annual permit renewal inspection; and

C. Annual fire inspection;

(b) *Other inspections.* The director may inspect any boarding home facility for the purpose of ascertaining whether violations of this article or any other city ordinances exist. The director is authorized at a reasonable time to inspect:

(1) The exterior of a structure and the surrounding premises; and

(2) The interior of a structure if the permission of the owner, occupant, or person in control is given or a search warrant is obtained.

(c) *Consequences of refusal to inspect.* If the owner, occupant, or person in control denies permission to search any part of the interior or exterior of the structure or the surrounding premises, the director may suspend the permit to operate a boarding home facility.

Deleted: Inspection records must be signed and dated by the appropriate authority and there must be no pending corrective action.

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- (d) Re-inspections. Whenever a boarding home facility is inspected by the director and a violation of this code is found, the building or premises will, after the expiration of any time limit for compliance given in the notice or order issued because of the violation, be re-inspected by the director to determine that the violation has been eliminated.
- (e) Re-inspection fee. The permit holder shall pay the director a fee for each re-inspection after the first inspection that the violation is determined to be eliminated, including any other applicable fees from other departments.

Sec. 30-28. Standards. Each permit holder shall ensure the residents' health, safety, comfort, and protection from hazards and shall comply with the following:

- (a) City zoning and building codes; federal, state, and City adopted fire codes and applicable standards; federal, state, and City health and safety codes; and federal and state accessibility regulations;
- (b) Mobile homes may not be used as a boarding home facility;
- (c) Each sleeping room occupied by one occupant must contain at least seventy (70) square feet of floor space and every sleeping room occupied by more than one person must contain at least fifty (50) square feet of floor space for each occupant;
- (d) No boarding home facility may have more than eight (8) occupants, including tenants, boarders, renters, employees, managers, or operators of the boarding home facility reside on the premises;
- (e) Residents of a boarding home facility may not keep for the use of residents, operators of the home, manager of the home, either on the premises of the home or on a public right-of-way adjacent to the home, motor vehicles in numbers that exceed the number of bedrooms in the home;
- (f) Operation of a boarding home facility may not result in illegal or nuisance activities, including disturbance of the peace, illegal drug activity, harassment of passers-by, public urination, theft, assault, vandalism, littering, illegal parking, loud noise, disorderly conduct, lewd conduct, or police detention and/or arrests; and

Sec. 30-29 Kitchen.

- (a) A kitchen must be accessible to each resident without going through a sleeping room of another resident;

Deleted: ~~Public pathways and stairways in a building must maintain a minimum unobstructed width in accordance with the local fire code, as amended, and must be provided with a convenient light switch controlling an adequate light system.~~

~~Maintenance.~~

~~The permit holder shall maintain the dwelling and premises in a clean and sanitary condition.~~

~~The permit holder shall be responsible for the extermination of any insects, rodents, or other pests in the rooms occupied by residents, storage areas, attics, or on the premises or yard.~~

~~The permit holder shall keep the boarding home facility in good repair and maintenance that will promote health, comfort, safety, and well-being of residents.~~

Deleted: ~~A telephone that is connected to a land line must be available 24 hours a day, be easily accessible, and afford privacy for use by residents. A list of emergency telephone numbers, including the numbers of the local police department, local fire department, ambulance, the City department that issued the boarding home permit, the Texas Department of Family and Protective Services (DFPS), the local mental health authority, and the Texas Information and Referral Network, must be placed in plain view on or next to the telephone and made accessible to persons who are visually or hearing impaired, as needed.~~

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- (b) A kitchen must contain a sink with at least two compartments for manual dishwashing and an operational cooking stove.
- (c) A kitchen must contain an operational cooking stove with at least two burners fueled by gas or electricity.

Sec. 30-30 Emergency Precautions. The permit holder shall provide fire escapes and exits that are kept in good repair and accessible at all times in accordance with applicable fire codes, as amended.

Sec. 30-31 Violations; Penalty.

- (a) A permit holder, employee, or other person who violates any provision of this article, or who fails to perform a duty required by this article, commits an offense.
- (b) An offense under this article is punishable by a fine not to exceed \$2,000.00.
- (c) A separate offense occurs each day or part of a day that the violation is committed, continued, or permitted.
- (d) If the director finds a boarding home facility operating in violation of the standards prescribed by this article and the violations create an immediate threat to the health and safety of a resident in the facility, the director may order immediate closing of all or part of the facility. An order of immediate closure is effective immediately on providing written notice of the order to the owner or operator by facsimile, email, or hand-delivery. The order of closure of all or part of a boarding home facility is valid for ten (10) days after its effective date.
- (e) The City Attorney may petition the appropriate court for civil penalties and for injunctive relief to restrain a continuing violation of the standards or permit requirements for a boarding home facility under this article if the violations create an immediate threat to the health or safety of the residents. In addition, the City Attorney may petition a court for civil penalties and for injunctive relief to restrain the continuing operation of a facility that is providing services inconsistent with those prescribed by this article and state law until such time as said facility becomes appropriately licensed by the State of Texas or meets the requirements to obtain a permit under this article.
- (f) The remedies and procedures in this section and in other laws are cumulative law, and the use of any particular remedy or procedure does not prevent the enforcement of any other law.

SECTION TWO. The City Secretary is authorized and directed to send this Ordinance to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the new Article I of Chapter 30 as adopted herein, to correct any typographical

Deleted: ¶
 <#>A kitchen must have a food preparation area of at least six square feet that is smooth, impermeable, free of cracks, and easily cleanable.¶
 ¶
 <#>If a boarding home facility has a kitchen it must contain a minimum floor space of sixty square feet for dining area. A kitchen with an attached dining area must be at least 100 square feet in area.¶
 ¶

Deleted: ¶
 <#>A kitchen must contain at least one cabinet with a minimum of five cubic feet of storage space per resident, suitable for storage of food and utensils.¶
 ¶
 <#>The permit holder shall keep the kitchen in a clean and sanitary condition.¶

Deleted: ¶
 <#>The permit holder shall implement a written fire and evacuation plan that sets forth the responsibilities and steps to be taken by staff and residents in the event of a fire or other emergency. If a boarding home facility has a resident who has a mobility--impairment, the permit holder shall submit the written plan to the local fire department and obtain its approval of the plan.¶
 ¶
 <#>The permit holder shall post an emergency evacuation plan in each sleeping room and the kitchen of the facility.¶
 ¶
 <#>The permit holder shall ensure that each resident receives training on the emergency evacuation plan at least two times per year and shall maintain documentation of such training.¶
 ¶
 <#>Flammable supplies and gasoline--operated maintenance equipment and la...

Deleted: ¶
 If the permit holder does not promptly relocate the residents of the boarding home facility upon receiving the order of closure for that facility, the city shall provide for the relocation of those residents. If possible, the city will relocate those residents to a boarding home facility in the city for which there is a current valid permit. The relocation may not be to a facility with a more restrictive environment unless all other reasonable alternatives a...

Deleted: The director and the Building Related and Fire Codes Appeals and Advisory Board, or other appropriate technical board or committee, shall expedite any hearing or decision involving an emergency closing order issued under this section.¶
 ¶

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errors, and to index, format, number, and letter the paragraphs to the existing Code, as appropriate.

SECTION THREE. 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 FOUR. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, 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 FIVE. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, or its successor section, of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION SIX. 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 law as an alternative method of publication.

SECTION SEVEN. 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., 2013.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ___ day of _____, A.D., 2013.

ATTEST:

Jack Pratt, Jr., Mayor

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Agenda Item:

7A. An ordinance amending the budget for Fiscal Year 2013 to account for various changes to the city's operational budgets, supplemental appropriations, and closing out and supplementing capital improvement projects. (staff)

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

SUBJECT: Second reading of an ordinance amending the FY2013 Budget

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 12, 2013

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

EXHIBITS: Ordinance Amending FY2013 Budget
Attachment A – detailing changes

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The attached ordinance provides for the first amendment to the FY2013 budget. The budget amendment includes the following:

Operational Budgets

City Administration

Merge the Business Programs and Main Street Departments into the City Administration Department. The budgets were established in the FY2013 Approved Budget and the merger should occur through an amendment of the Budget.

IT

Funding for a new copier in City Hall. The FY2013 Approved Budget had \$300,000 more in revenue than expenditures, so the additional \$7,800 is covered.

Municipal Court

Use of Court Technology funds for purchase of notification software to contact defendants of their court appearances and scanners for records. The Court Technology fee will be added to the General Fund's revenue to pay for these items.

General Operations

Increase to Buildings and Maintenance line item for demolition and additional costs related to the old and new City Hall. The FY2013 Approved Budget had \$300,000 more in revenue than expenditures, so the additional \$200,000 is covered.

General Operations Continued

Use of excess fund balance to fund the Fire Station renovation, \$550,000 and the HR Compensation Study, \$50,000.

Water & Sewer Non-Departmental

Transfer of funds to the EIC. Closure of an old project necessitates moving the funds back to the EIC.

Police Special Programs

Use of existing fund balance for purchase of SOU body armor.

Library Memorial Fund

Recognition of donation from the Robert E. Lee Trust. The funds will be moved to Capital Improvements Projects fund for the second phase of the Library renovation.

Landfill Fund

Increase in expenditures related to the operation of the Recycling Center. The Approved FY2013 revenues will cover the additional expenditures.

History Center Fund Fund

After receiving prior approval from the Trust, the City will use fund balance to provide maintenance and repair work on the History Center Building.

Capital Improvement Projects

Governmental IP

Recognition of donation from Robert E. Lee Trust via the Library Memorial Fund, for use in Phase II of the Library Renovation.

Recognition of donation from the Peterson Foundation for lighting in the downtown parking garage.

Water and Sewer IP

Closure of three projects:

- W78 – I & I Construction 2009, (\$62,165.15)
- W80 – WTP Improvements – Clearwell, (\$34,529.20)
- W82 – Production Well – Methodist Enc., (\$232,358.23)

Additional Funding to three projects:

- W94 – W/WW Master Plan, \$55,000
- W65 – Water Supply Acquisition, \$20,000
- W93 – Transmission Line - \$225,000

Grant Fund

Recognition of the Peterson Grant, \$40,000 in the Grant Fund.

RECOMMENDED ACTION

Staff recommends the City Council approve the second reading of an ordinance amending the FY2013 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2013-_____

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2013 TO
ACCOUNT FOR VARIOUS CHANGES TO THE CITY'S OPERATIONAL
BUDGETS, SUPPLEMENTAL APPROPRIATIONS, AND CLOSING OUT
AND SUPPLEMENTING CAPITAL IMPROVEMENT PROJECTS**

WHEREAS, Ordinance No. 2012-11, dated September 25, 2012, adopted the Fiscal Year 2013 Budget; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that amending the City's Fiscal Year 2013 Budget is in the best interest of the citizens of the City of Kerrville;

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

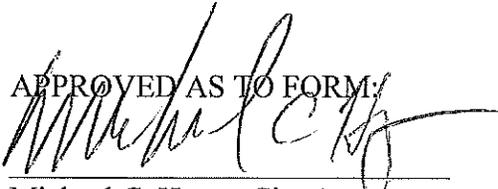
In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2013 is amended as set forth in **Exhibit A**.

PASSED AND APPROVED ON FIRST READING, this the _____ day of _____, A.D., 2013.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2013.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

February 2013 Budget Amendment - Attachment A

<u>Fund</u>	<u>Fund Name</u>	<u>Dept</u>	<u>Line Item Code</u>	<u>Line Item Name</u>	<u>Reason</u>	<u>Amount</u>
1	General Fund	City Administration	Various		Combine Business Programs and Main Street into City Administration	\$218,618.00
		Business Programs	Various			-\$28,000.00
		Main Street	Various			-\$190,618.00
1	General Fund	IT	01-807-205	Office Equipment	Increase for New Copier	\$7,800.00
1	General Fund	Muni Court	01-6628	MC-Court Tech	Court Tech purchase	\$7,000.00
			01-809-112	Software	Notification Module	\$3,000.00
			01-809-205	Office Equipment	Scanners	\$4,000.00
1	General Fund	General Operations	01-870-202	Building & Maintenance	Demolition and additional costs related to old and new City Hall	\$200,000.00
			01-870-306	Special Services	Compensation Study	\$50,000.00
			01-870-970	Transfer to CIP	Fire Station Remodel	\$550,000.00
			01-800-918	Transfer Out	Stop Transfer Out, use of fund balance	-\$200,000.00
2	Water & Sewer Fund	Non-Departmental	02-800-940	Transfer to EIC	Transfer Out	\$80,000.00
7	Police Special Programs	Police	07-802-102	Equipment	Use of Fund Balance to purchase SOU Body Armor	\$17,000.00
15	Library Memorial Fund	Library Renovation Phase II	15-6915	Donations	Donation from Robert E Lee Trust - to be put towards Library Renovation Project G95 - Library Renovation 70-11001	\$260,500.00
15	Library Memorial Fund	Library Renovation Phase II	15-800-970	Transfers Out - Governmental IP Fund	Donation from Robert E Lee Trust - to be put towards Library Renovation Project G95 - Library Renovation 70-11001	\$260,500.00
18	General Asset Replacement	General Operations	18-7001	Transfer In - General Fund	Stop Transfer In, use of fund balance	-\$200,000.00
25	Landfill	Solid Waste	25-800-306	Special Services	Temp Help	\$9,300.00
			25-800-306	Special Services	TCEQ Fees	\$4,000.00
			25-800-206	Repairs to Instruments & Apparatus	Bailer Repairs	\$6,500.00
			25-800-306	Special Services	Solid Waste Master Plan	\$25,000.00
68	History Center	Library	68-800-502	Buildings & Structures	Use of Fund Balance for History Center Repairs	\$90,000.00
70	Governmental IP Fund	G95	70-7015	Transfers In - Library Memorial Fund	Donation from Robert E Lee Trust - to be put towards Library Renovation Project G95 - Library Renovation 70-11001	\$260,500.00
70	Governmental IP Fund	G95	70-800-502	Library Renovation Phase II	Donation from Robert E Lee Trust - to be put towards Library Renovation Project G95 - Library Renovation 70-11002	\$260,500.00
70	Governmental IP Fund		70-7001	Transfer In	Fire Station Remodel	\$550,000.00
70	Governmental IP Fund		70-800-502	Fire Station Project	Fire station Remodel	\$550,000.00
70	Governmental IP	G88	70-6503	Peterson Donation	Recognition of Peterson Grant	\$40,000.00
70	Governmental IP	G88	70-800-502	Admin Facilities - City Hall	Increase Project Funding for Garage Lighting	\$40,000.00

Agenda Item:

8A. Report from the Charter Review Commission. (staff)

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

SUBJECT: Report from the 2013 Kerrville Charter Review Commission.

FOR AGENDA OF: Feb. 26, 2013 *MCH* **DATE SUBMITTED:** Feb. 20, 2013

SUBMITTED BY: Mike Hayes, City Attorney **CLEARANCES:**

EXHIBITS: Report from the 2013 Kerrville Charter Review Commission

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Pursuant to Section 14.07 of the City Charter, the Charter must undergo a review every five years. Pursuant to this section, Council appointed a Charter Review Commission. Since the beginning of this year, the Commission has met almost weekly to consider amendments to the Charter. The Commission wishes to give Council a report of their review and activities.

RECOMMENDED ACTION

Consideration of a report from the 2013 Kerrville Charter Review Commission.

Agenda Item:

8B. Accept or reject bids for purchase of the old City Hall, located at 800 Junction Highway. (staff)

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

SUBJECT: Accept or reject proposal for the sale of the former City Hall location at 800 Junction Highway, Kerrville, TX 78028

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 15, 2013

SUBMITTED BY: Ashlea Boyle *AB* **CLEARANCES:** Todd Parton
Special Projects Coordinator City Manager

EXHIBITS: Proposal by A&D Properties # 2, dated February 5, 2013

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Staff prepared an RFP process and timeline for the sale of the former city hall property located at 800 Junction Highway, Kerrville, Texas. The RFP was a three part component that allowed for the flexibility for proposals of (A) the purchase of the building and land at a minimum value of \$5.34 per square foot; (B) the purchase of solely the land in the event the building is demolished and removed; and / or (C) the purchase of a portion of the land. The minimum value asked for (B) and (C) was \$5.87 per square foot. The property comprises of 2.15 acres or 93,668 square foot tract of land.

Staff provided for an optional pre-bid meeting in which staff would provide clarifying information about the property, provide for a tour of the land and building, disclose any items of importance, and answer questions. The meeting was unattended by prospective proposers.

The attached proposal from A & D Properties #2 was the sole proposal and is for the total 2.15 acres in the amount of \$448,000.

RECOMMENDED ACTION

City staff is requesting consideration and possible action on the RFP response for the sale of the former city hall location of 800 Junction Highway, Kerrville, Texas.

A & D Properties #2

821 A Earl Garrett
Kerrville, Texas 78028
830.896.8888

February 5, 2013

Ms. Brenda Craig
City Secretary
City of Kerrville
701 Main Street
Kerrville TX 78028

RE: Request for Bids and Proposal for Use – 800 Junction Highway

Dear Ms. Craig,

Enclosed please find our submission for consideration pursuant to the Request for Bids and Proposal for Use concerning the proposed sale of the property known as 800 Junction Highway. Also enclosed please find our check in the amount of \$500.00, intended as a deposit.

My name is Carl Harvey Brinkman, Licensed Real Estate Broker and Managing Partner of A&D Properties #2. This cash offer (no financing contingencies) is for the total 2.15 acres in the amount of \$448,000.00.

A&D Properties #2, LLC is not a Developer. We are investors and our intent is to resale the property to a Developer that will increase the tax base of this property. As such, construction plans for the property have been purposely omitted, as we do not know who the ultimate owner of the property will be. Further, we do not anticipate the property to be sold for any use which would necessitate a zone change and therefore have also purposely omitted addressing this issue.

If you should have any questions or need further information please contact me.

Respectfully submitted,



Carl Harvey Brinkman
Partner and Managing Partner
A & D Properties #2
830.896.888
harvey@brinkmancommercial.com

A & D Properties #2

821 A Earl Garrett
Kerrville, Texas 78028
830.896.8888

PROPOSAL

Seller: City of Kerrville, Texas

Buyer: A & D Properties #2 and/or assigns
Tax Identification Number: 74-2896997
Partners Include:
Ahhh! LLC (Tom Daniels, Principal)
DREI, Inc. (Carl Harvey Brinkman, Principal)
Danmark Properties (Carl Harvey Brinkman, Principal)
Carl Harvey Brinkman, (LREB), Managing Partner

Cash Offer: \$448,000.00
Four hundred forty eight thousand dollars and 00/100
This offer is **not** contingent upon third party financing approval

Closing Date: Closing to occur on or before July 1, 2013. See attached Addendum "A" for detail

Description of Property: Purchase of property in its entirety; all land and improvements
See attached Addendum "B" for legal description

Proposed Use: Investment; Resale of part or all of the land to an unknown Buyer resulting in increased tax base

Due Diligence Feasibility Issues: (1) Existing utility easement;
(2) TXDot ingress/egress from Hwy. 27 (Junction Hwy)

Upon the City's award of Bid and Proposal to this Buyer, Buyer will deposit funds into an escrow account with a local title company for the funds to be used by the City as shown in Addendum "A". Closing and funding to occur on or before July 1, 2013.

A & D Properties #2

821 A Earl Garrett
Kerrville, Texas 78028
830.896.8888

ADDENDUM "A"

Total Cash Offer: \$448,000.00
Four hundred forty eight thousand dollars and 00/100

Payment Stream: <\$500.00>
Five hundred dollars and 00/100
Deposit submitted with Proposal

<\$50,000.00>
Fifty thousand dollars and 00/100
Paid at time of contract execution

<\$50,000.00>
Fifty thousand dollars and 00/100
*Paid at time of cessation of use of existing building as
a training facility by City of Kerrville Police, Fire
and Emergency Services Department(s)*

<\$50,000.00>
Fifty thousand dollars and 00/100
Paid at time of completion of asbestos removal

<\$100,000.00>
One hundred thousand dollars and 00/100
Paid at time of completion of demolition

The balance of \$197,500.00 (One hundred ninety seven thousand dollars and 00/100) is to be paid in full at closing. Closing is to occur within 30 days after completion of demolition.

APPENDUM "B"

FIELD NOTES DESCRIPTION OF A 2.15 ACRE TRACT OF LAND SITUATED IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS

BEING ALL OF A CERTAIN TRACT OR PARCEL OF LAND CONTAINING 2.15 ACRES, MORE OR LESS, OUT OF THE WALTER FOSGATE SURVEY NO. 120, ABSTRACT NO. 138, IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; THE SAME PROPERTY CONVEYED FROM LOWER COLORADO RIVER AUTHORITY TO CITY OF KERRVILLE BY WARRANTY DEED EXECUTED THE 18TH DAY OF FEBRUARY, 1984, AND RECORDED IN VOLUME 291, PAGE 90, DEED RECORDS OF KERR COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" Iron pipe found in the southwest right-of-way line of Lois Street, a public street, for the east corner hereof, the north corner of that 0.30 acre tract conveyed to Manuel Zamora et ux by deed recorded in Volume 1345, Page 154, Real Property Records of Kerr County, Texas;

THENCE along the southeast line hereof: 1) S 44° 57' 49" W 119.30 ft. to a 1/2" iron stake found at the west corner of said 0.30 acre tract, the north corner of Lot No. 1, Block One, of Del Norte Addition, Two, a subdivision of record in Volume 6, Page 311, Plat Records of Kerr County, Texas; and 2) S 44° 38' 20" W 335.98 ft. to a 1" iron pipe found in the northeast right-of-way line of State Highway No. 27 (Junction Highway), for the south corner hereof, from which a 1/2" iron stake found at the west corner of said Lot No. 1 bears 10.21 ft. S 46° 24' 02" W;

THENCE with said right-of-way line of Highway No. 27, N 60° 29' 45" W 146.46 ft. to a 1/2" iron stake found at the south corner of that 1.10 acre tract conveyed to Edward R. Pollard et ux by deed recorded in Volume 857, Page 751, Real Property Records of Kerr County, Texas, for the southerly west corner hereof;

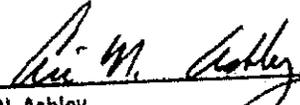
THENCE with the common line of said 1.10 acre tract: 1) N 29° 28' 26" E 36.88 ft. to a found 1/2" iron stake, from which a 5/8" iron stake bears 0.5 ft. S 03° 36' W; 2) N 44° 37' 15" E 262.88 ft. to a found 1/2" iron stake, the east corner of said 1.10 acre tract; and 3) N 45° 23' 30" W 150.65 ft. to a 1/2" iron stake found in the southeast line of that 2.442 acre tract conveyed to Arvind A. Patel by deed recorded in Volume 601, Page 816, Real Property Records of Kerr County, Texas, the north corner of said 1.10 acre tract, the northerly west corner hereof;

THENCE along the northerly northwest line hereof, N 44° 08' 10" E at 9 ft. passing the east corner of said 2.442 acre tract, the south corner of that 0.492 acre tract described as "Tract 2" in a deed to Tom Garry Cale et ux, recorded in Volume 1479, Page 429, Real Property Records of Kerr County, Texas, continuing for a total distance of 144.88 ft. to a 5/8" iron pipe found in the southwest right-of-way line of Lois Street, for the north corner hereof, the east corner of said 0.492 acre tract;

THENCE along the northeast line hereof, the southwest right-of-way line of Lois Street: 1) S 59° 20' 10" E 6.36 ft. to a found 3/8" iron pipe; and 2) S 54° 39' 54" E 301.30 ft. to the PLACE OF BEGINNING, containing 2.15 acres of land, more or less, within these metes and bounds. A plat of this survey has been prepared.

The foregoing field notes represent a survey made on the ground under my direction.

Dated this the 31st day of October, 2012


Eric N. Ashley
Registered Professional Land Surveyor No. 4617
(Kerrville City Hall, Ind)



Agenda Item:

8C. Authorize the city manager to enter into a contract with Hunter Demolition and Wrecking Corp. for the demolition of the old City Hall located at 800 Junction Highway in an amount not to exceed \$68,000.00 and authorize the city manager to execute additional change orders in an amount not to exceed a total contract price of \$80,000.00. (staff)

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

SUBJECT: Authorize the City Manager to enter into a contract with Hunter Demolition and Wrecking Corp for the demolition of 800 Junction Hwy in an amount not to exceed \$68,000.00 and authorize the City Manager to execute additional change orders in an amount not to exceed a total of \$80,000.00.

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 20, 2013

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

EXHIBITS: Bid Tabulation
Construction Contract on file in City Secretary's Office

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$80,000.00	\$200,000.00*	\$200,000.00*	870-202

*After Budget Amendment

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

SUMMARY STATEMENT

City Council discussed the disposition of the city property located at 800 Junction Hwy (former City Hall site) related to the Request for Proposals and asked staff to bring back costs associated with the potential demolition.

The following is a budget associated with the demolition.

Environmental Testing	\$ 1,500.00	Completed
Asbestos Removal and Monitoring	\$15,000.00	
Demolition Contract	\$80,000.00	
Contingency	\$10,000.00	
Total Project Cost	\$106,500.00	

Staff worked with Peter Lewis Architect + Associates to scope the demolition specifications. Bids were opened on February 5, 2013 and two bids were received (bid tabulation attached). The low bid was Hunter Demolition and Wrecking Corp. in an amount of \$68,000.00. Staff recommends authorizing an additional \$12,000.00 for unforeseen costs associated with the demolition for a total contract price not to exceed \$80,000.00.

If Council chooses not to proceed with the demolition of the building, staff would recommend Council reject all bids.

RECOMMENDED ACTION

Authorize the City Manager to enter into a contract with Hunter Demolition and Wrecking Corp for the demolition of 800 Junction Hwy in an amount not to exceed \$68,000.00 and authorize the City Manager to execute additional change orders in an amount not to exceed a total of \$80,000.00.

Agenda Item:

8D. Approval of design concepts and authorization to initiate the request for proposal process for the fabrication and installation of the wayfinding signage.
(staff)

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

SUBJECT: Wayfinding Signage Master Plan

FOR AGENDA OF: Feb. 26, 2013 **DATE SUBMITTED:** Feb. 15, 2013

SUBMITTED BY: Ashlea Boyle, *AB* **CLEARANCES:** Todd Parton,
Special Projects Coordinator City Manager

EXHIBITS: Design Concepts and Location Plan from National Sign Plaza

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

In July 2012, City Council approved an agreement with National Sign Plaza (NSP) to launch the design component of the wayfinding sign system, sign placement and planning process. Representatives from NSP have worked with staff to develop the thematic design concepts and suggested sign placement master plan.

Four different sign concepts will be incorporated into the wayfinding system.

- VEH.01 - complete directional signage
- VEH.02 - to be mounted to existing downtown lamp poles
- VEH.03 - TXDOT regulatory signage
- PED.01 - pedestrian directional signage / kiosk

Once the concepts and master plan has been approved, the city will initiate a RFP process for the fabrication and installation of the signs with estimated project completion by the end of May 2013. This will be a standard bid process that follows all of the public advertising and selection processes.

Phasing priorities to be included in the RFP are as follows:

- Base Bid – Navigation from I-10 to downtown
- Alternative – Main Street / Junction Highway vehicular signage
- Alternative – Downtown pedestrian and vehicular signage

RECOMMENDED ACTION

City staff recommends the approval of the design concepts and authorization of staff to initiate the RFP process for the fabrication and installation of the wayfinding signage.

CITY OF KERRVILLE

CIVIC WAYFINDING PROGRAM

INITIAL DESIGN & PLAN

DESIGN INTENT
SIGN LOCATION PLAN



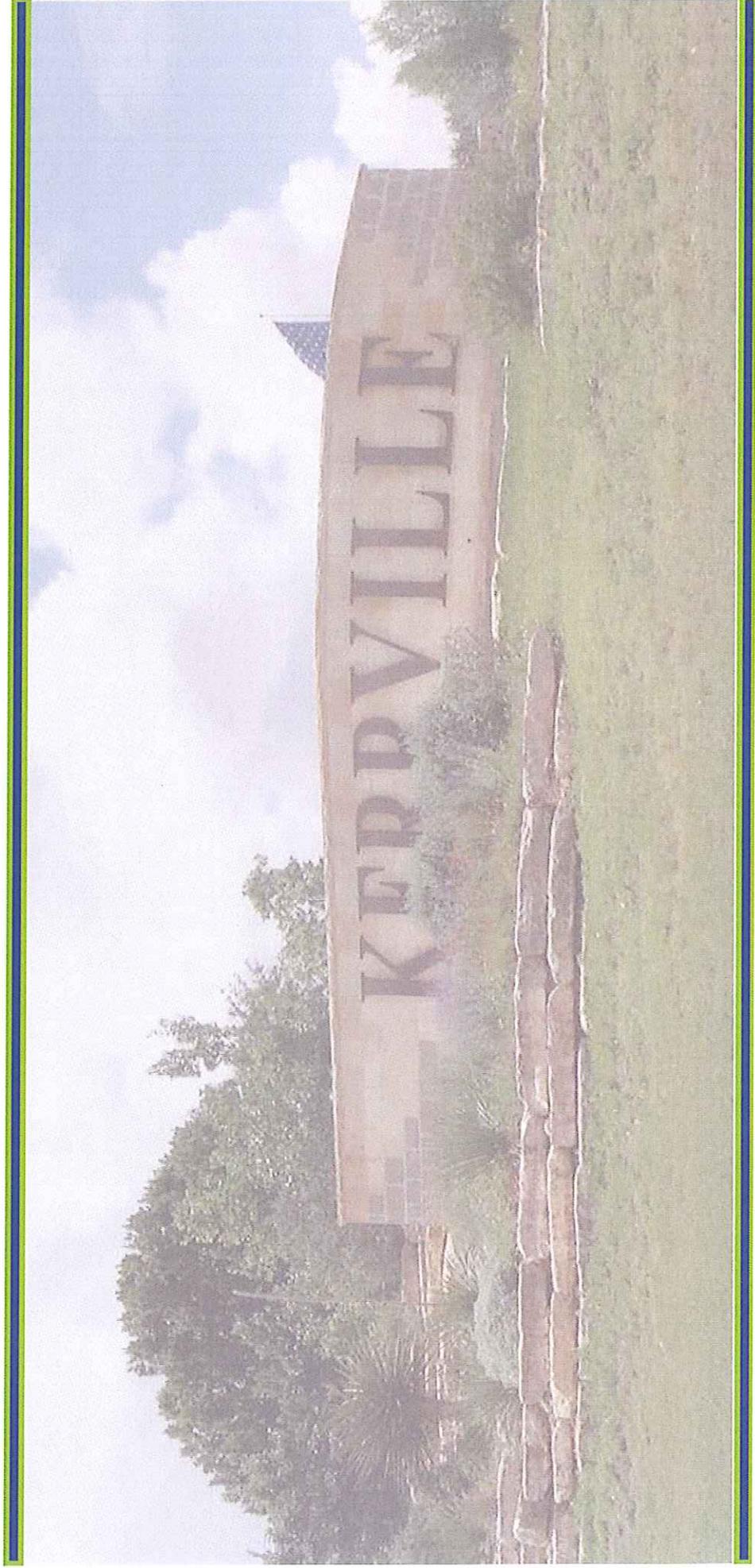
THE CITY OF

KERRVILLE, TEXAS

DRAFTED &
SUBMITTED BY:

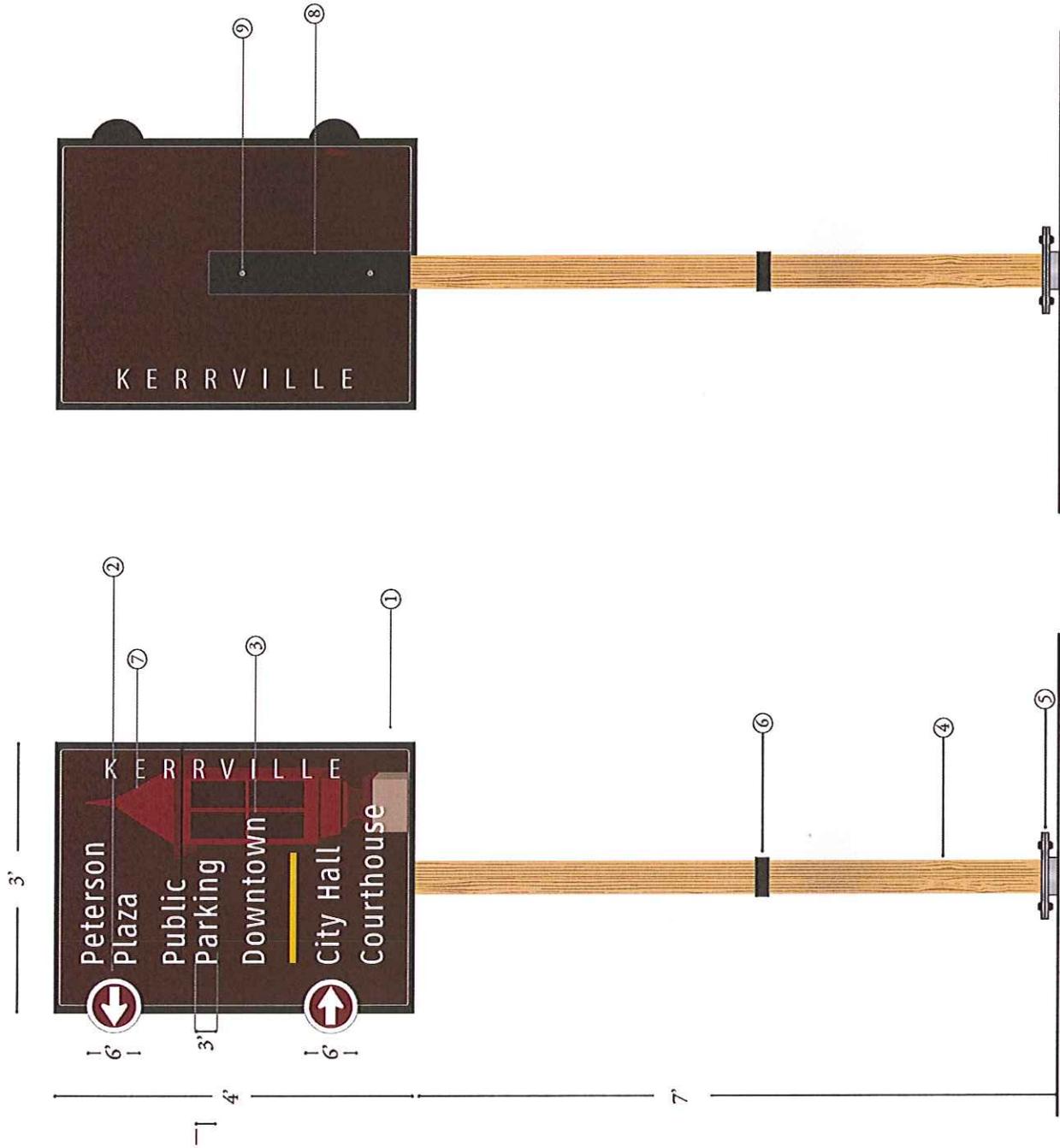


NATIONAL SIGN PLAZAS



1 City of Kerrville - Directional Wayfinding Sign System

Vehicular Directionals



VEH.01

Vehicular Directional (Lamp Image)

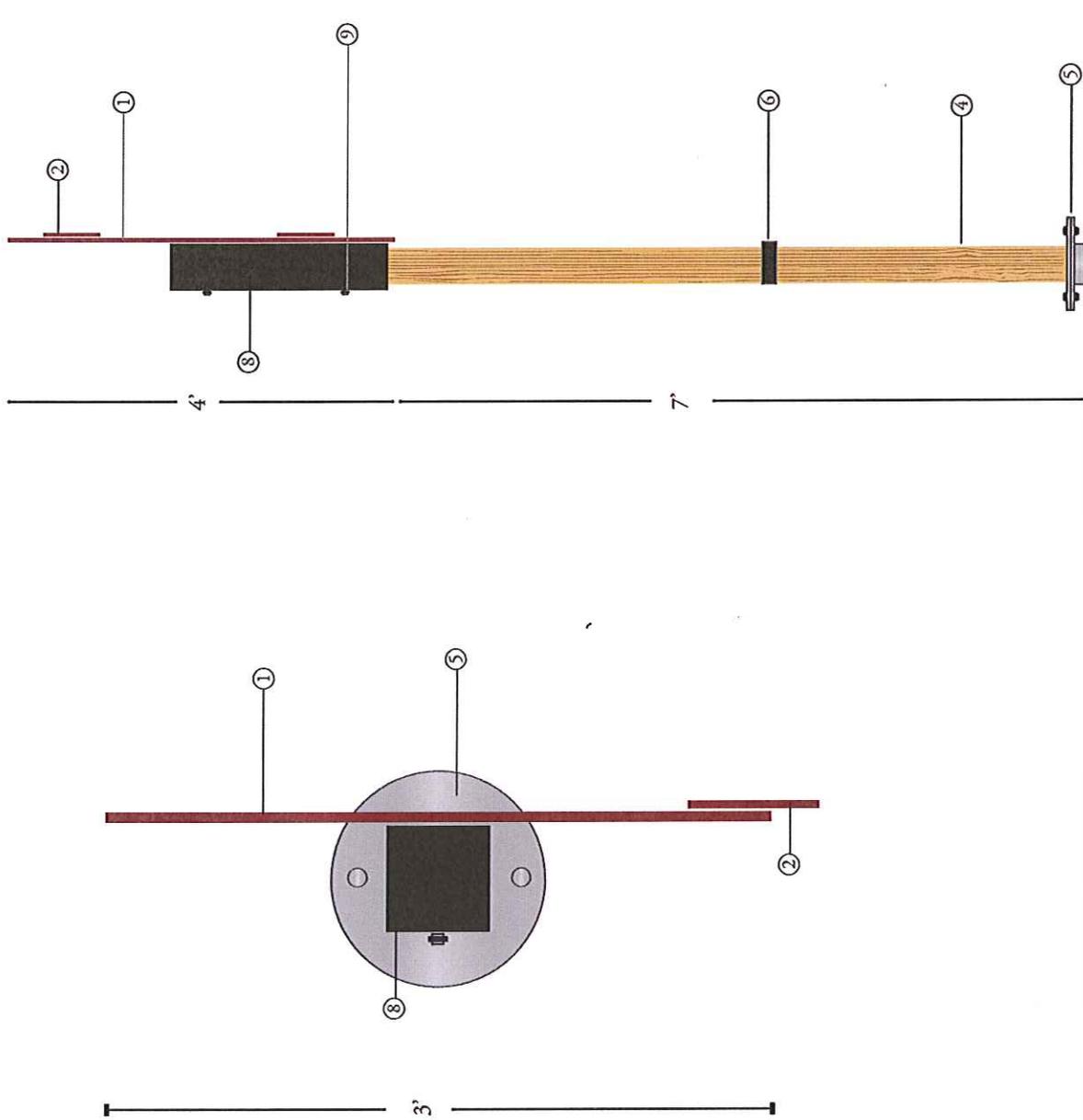
1. Aluminum sign face fabricated from .080 aluminum sheeting painted to match City approved colors. Digital graphics applied to sign face.
2. Directional arrow cut out of .080 aluminum and mounted to sign face using hi-mod adhesive.
3. 3" lettering cut out of reflective white vinyl and applied to sign face. Font is set to Clearview Highway 2-W.
4. 3.5" Square concrete post painted to match weathered cedar post.
5. TXDOT approved breakaway base with drilled foundation.
6. Decorative metal strapping painted or powdercoated to match City approved colors.
7. Digitally printed graphic applied as background image.
8. Aluminum sleeve fabricated to house the sign post.
9. Fasteners (color and type TBD).

2 | VEH.01 - Back Elevation

Scale: 1" = 1'

1 | VEH.01 - Front Elevation

Scale: 1" = 1'



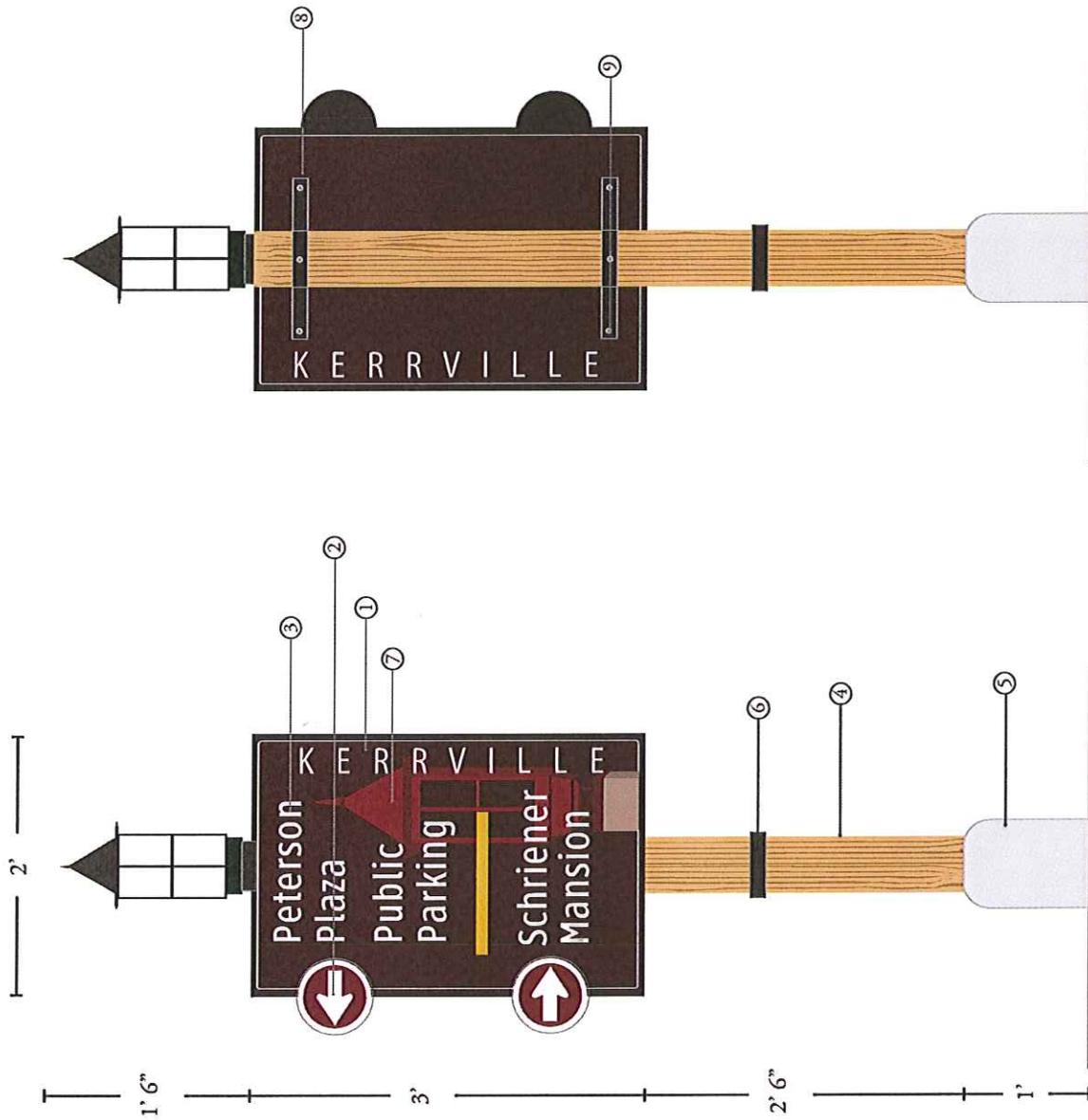
3 | VEH.01 - Aerial Elevation
Scale: 1.75" = 1'

4 | VEH.01 - Side Elevation
Scale: .76" = 1'

VEH.01

Vehicular Directional (Lamp Image)

1. Aluminum sign face fabricated from .080 aluminum sheeting painted to match City approved colors. Digital graphics applied to sign face.
2. Directional arrow cut out of .080 aluminum and mounted to sign face using hi-mod adhesive.
3. 3" lettering cut out of reflective white vinyl and applied to sign face. Font is set to Clearview Highway 2-W.
4. 3.5" Square concrete post painted to match weathered cedar post.
5. TXDOT approved breakaway base with drilled foundation.
6. Decorative metal strapping painted or powdercoated to match City approved colors.
7. Digitally printed graphic applied as background image.
8. Aluminum sleeve fabricated to house the sign post.
9. Fasteners (color and type TBD).



VEH.02

Vehicular Directional (Center Mount)

1. Aluminum sign face fabricated from .080 aluminum sheeting painted to match City approved colors. Digital graphics applied to sign face.
2. Directional arrow cut out of .080 aluminum and mounted to sign face using hi-mod adhesive.
3. 2.5" lettering cut out of reflective white vinyl and applied to sign face. Font is set to Clearview Highway 2-W.
4. Existing cedar lamp post.
5. Existing cement base for cedar post lamps
6. Decorative metal strapping painted or powdercoated to match City approved colors.
7. Digitally printed graphic applied as background image.
8. Steel strap sleeve fabricated to mount the sign face.
9. Fasteners (color and type TBD).

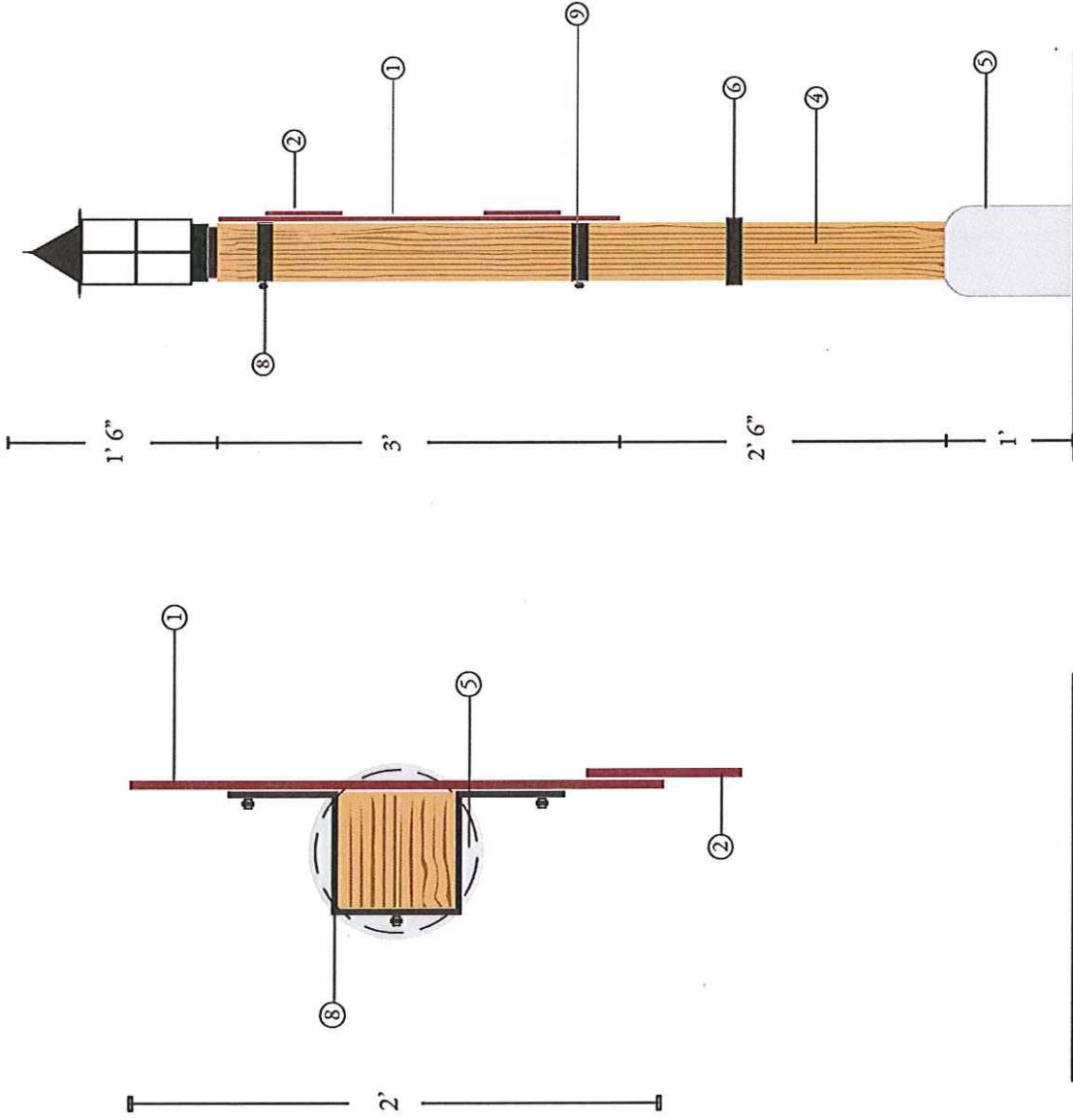
1 | VEH.02 - Front Elevation
Scale: 1" = 1'

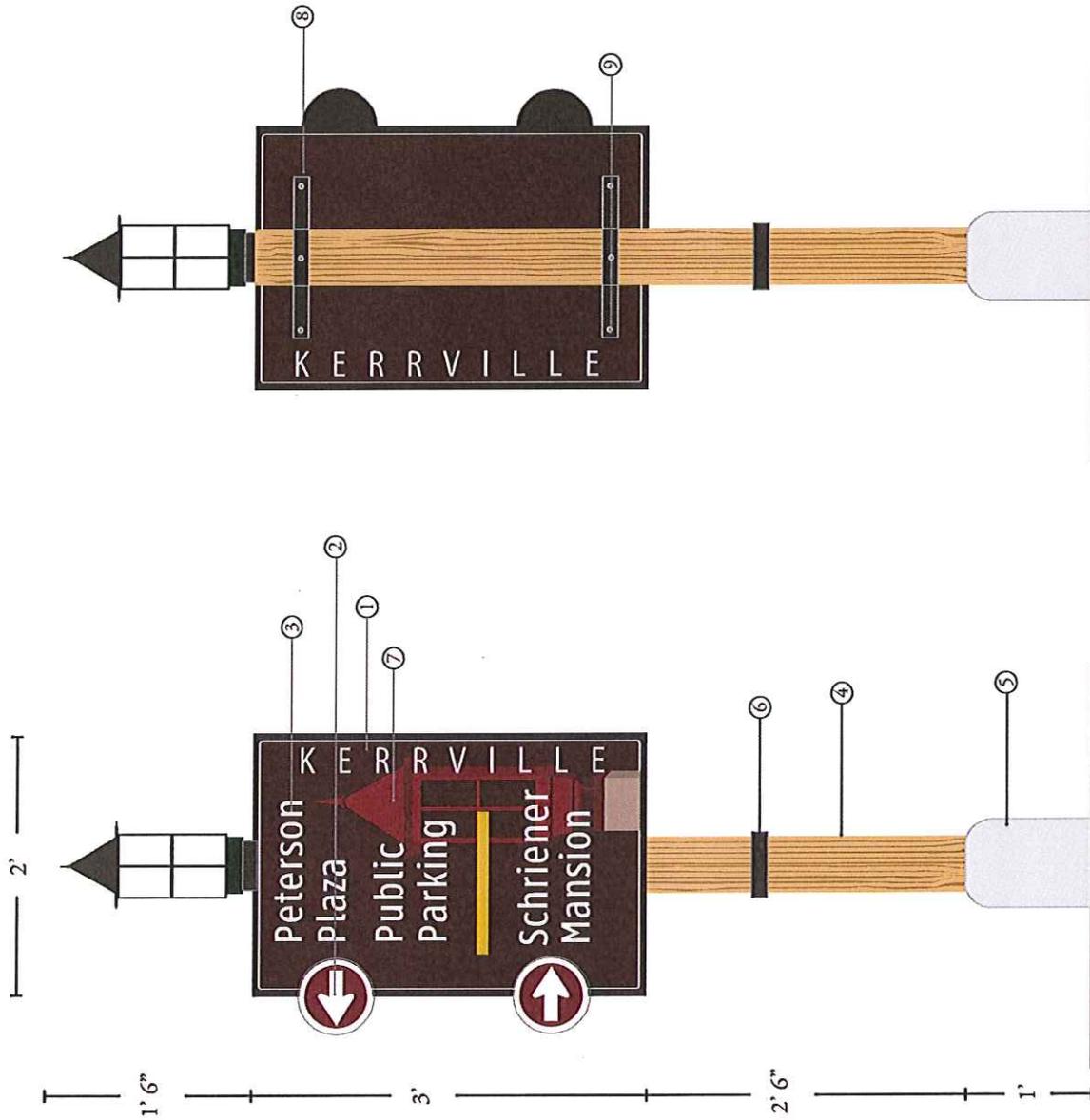
2 | VEH.02 - Back Elevation
Scale: 1" = 1'

VEH.02

Vehicular Directional (Center Mount)

1. Aluminum sign face fabricated from .080 aluminum sheeting painted to match City approved colors. Digital graphics applied to sign face.
2. Directional arrow cut out of .080 aluminum and mounted to sign face using hi-mod adhesive.
3. 2.5" lettering cut out of reflective white vinyl and applied to sign face. Font is set to Clearview Highway 2-W.
4. Existing cedar lamp post.
5. Existing cement base for cedar post lamps
6. Decorative metal strapping painted or powdercoated to match City approved colors.
7. Digitally printed graphic applied as background image.
8. Steel strap sleeve fabricated to mount the sign face.
9. Fasteners (color and type TBD).





VEH.02

Vehicular Directional (Center Mount)

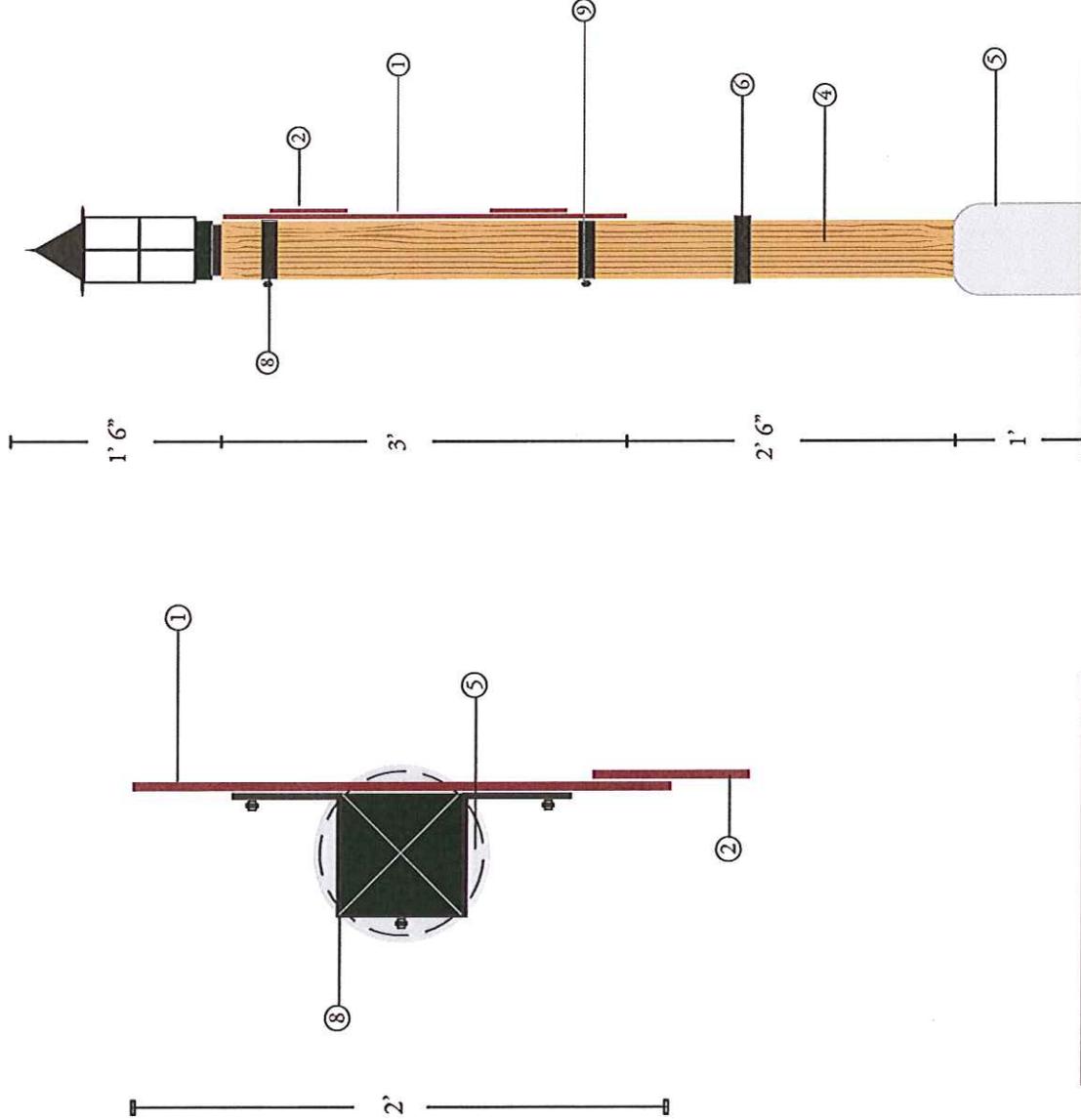
1. Aluminum sign face fabricated from .080 aluminum sheeting painted to match City approved colors. Digital graphics applied to sign face.
2. Directional arrow cut out of .080 aluminum and mounted to sign face using hi-mod adhesive.
3. 2.5" lettering cut out of reflective white vinyl and applied to sign face. Font is set to Clearview Highway 2-W.
4. Existing cedar lamp post.
5. Existing cement base for cedar post lamps
6. Decorative metal strapping painted or powdercoated to match City approved colors.
7. Digitally printed graphic applied as background image.
8. Steel strap sleeve fabricated to mount the sign face.
9. Fasteners (color and type TBD).

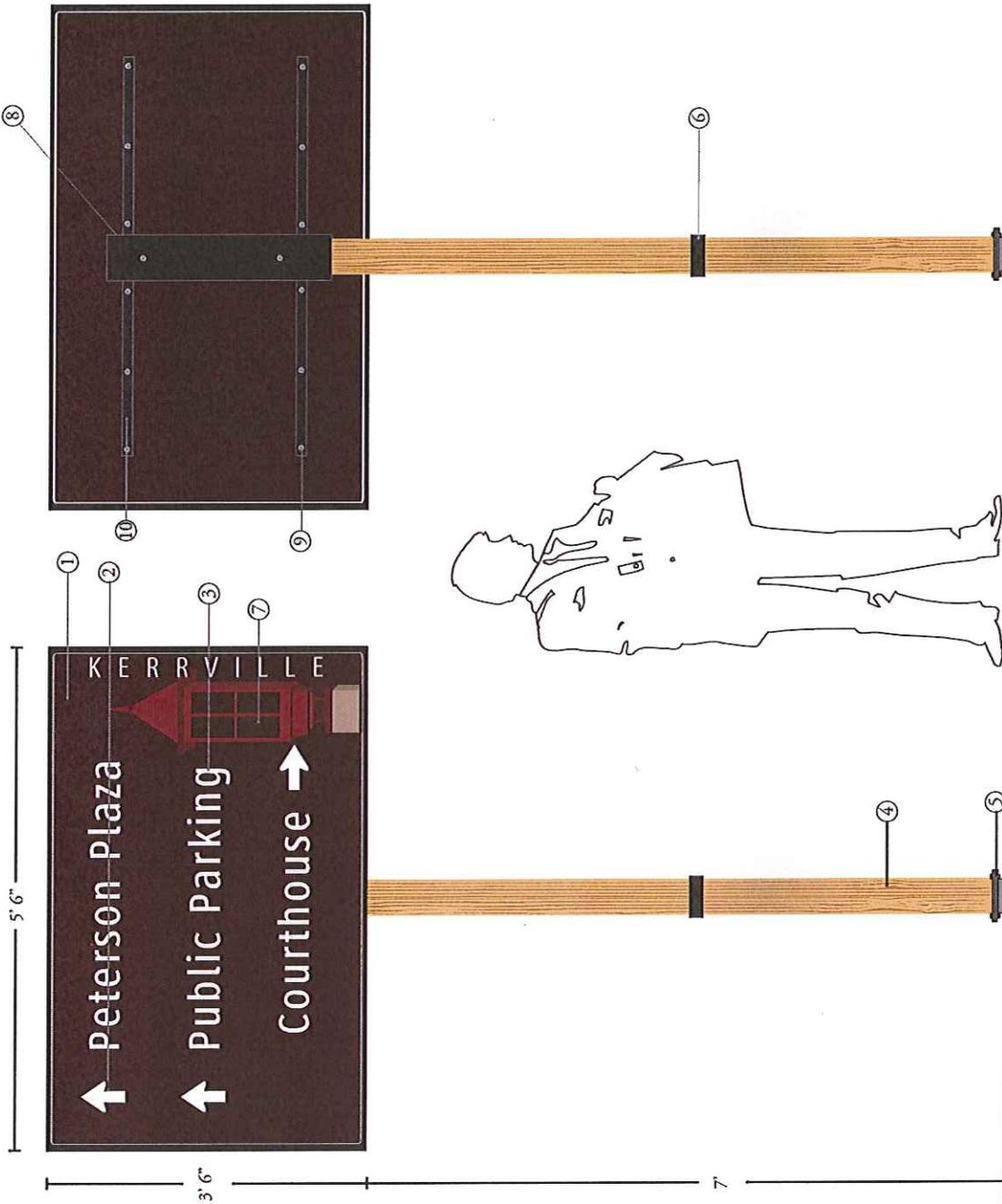
2 | VEH.02 - Back Elevation
Scale: 1" = 1'

1 | VEH.02 - Front Elevation
Scale: 1" = 1'

VEH.02
Vehicular Directional (Center Mount)

1. Aluminum sign face fabricated from .080 aluminum sheeting painted to match City approved colors. Digital graphics applied to sign face.
2. Directional arrow cut out of .080 aluminum and mounted to sign face using hi-mod adhesive.
3. 2.5" lettering cut out of reflective white vinyl and applied to sign face. Font is set to Clearview Highway 2-W.
4. Existing cedar lamp post.
5. Existing cement base for cedar post lamps
6. Decorative metal strapping painted or powdercoated to match City approved colors.
7. Digitally printed graphic applied as background image.
8. Steel strap sleeve fabricated to mount the sign face.
9. Fasteners (color and type TBD).





1 | VEH.03 - (Decorative) Front Elevation
Scale: 1" = 1'

2 | VEH.03 - (Decorative) Back Elevation
Scale: 1" = 1'

VEH.03

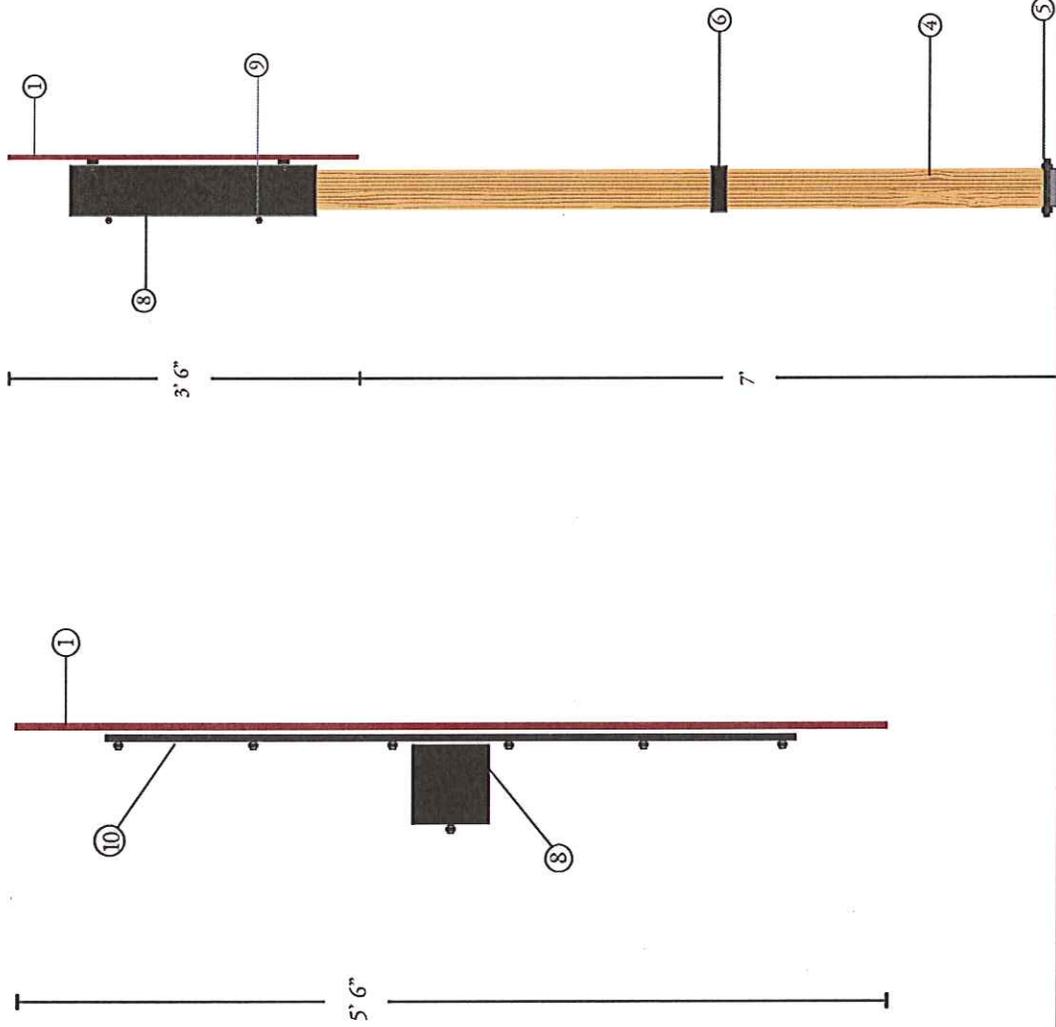
Vehicular Directional (TXDOT)

1. Aluminum sign face .080 aluminum sheeting painted to match City approved colors. Digital graphics applied to sign face with retroreflective vinyl.
2. Directional arrow cut out of retro-reflective white vinyl.
3. 4" lettering cut out of retro-reflective white vinyl. Font is set to Clearview Highway 2-W.
4. 3.5" Square concrete post painted to match weathered cedar post. Cedar post is preferred design and is contingent on TXDOT approval. Page 11 is Alternative.
5. TXDOT approved breakaway base with drilled foundation.
6. Decorative metal strapping painted or powdercoated to match City approved colors.
7. Digitally printed graphic applied as background image.
8. Aluminum sleeve fabricated to house the sign post.
9. Fasteners (color and type TBD).
10. 2.5" wind beam attached to sign face with a faceless rivet.

VEH.03

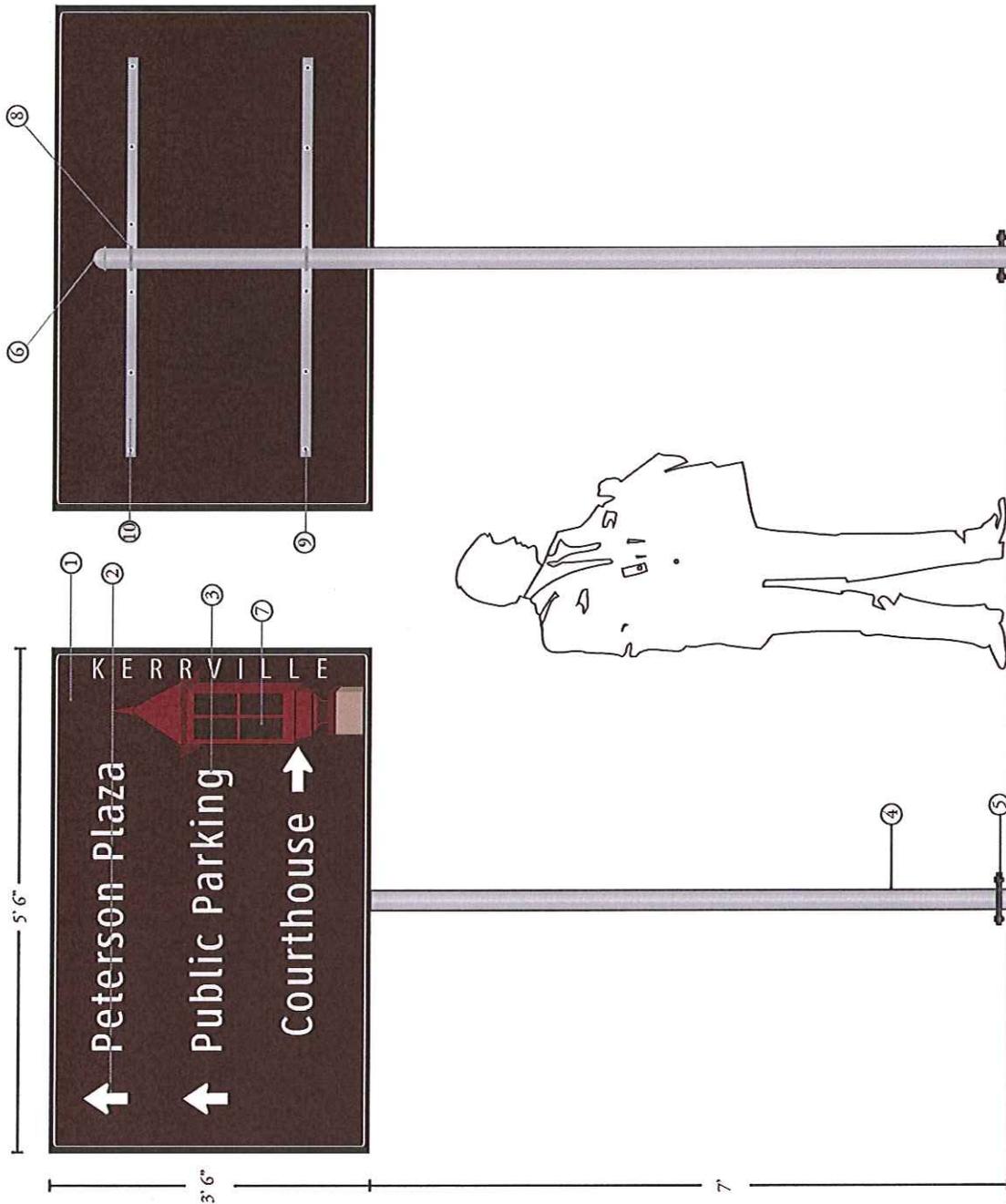
Vehicular Directional (TXDOT)

1. Aluminum sign face .080 aluminum sheeting painted to match City approved colors. Digital graphics applied to sign face with retroreflective vinyl.
2. Directional arrow cut out of retroreflective white vinyl.
3. 4" lettering cut out of retro-reflective white vinyl. Font is set to Clearview Highway 2-W.
4. 3.5" Square concrete post painted to match weathered cedar post.
5. TXDOT approved breakaway base with drilled foundation.
6. Decorative metal strapping painted or powdercoated to match City approved colors.
7. Digitally printed graphic applied as background image.
8. Aluminum sleeve fabricated to house the sign post.
9. Fasteners (color and type TBD).
10. 2.5" wind beam attached to sign face with a faceless rivet.



3 | VEH.03 - (Decorative) Aerial Elevation
Scale: 1.15" = 1'

4 | VEH.03 - (Decorative) Side Elevation
Scale: .73" = 1'

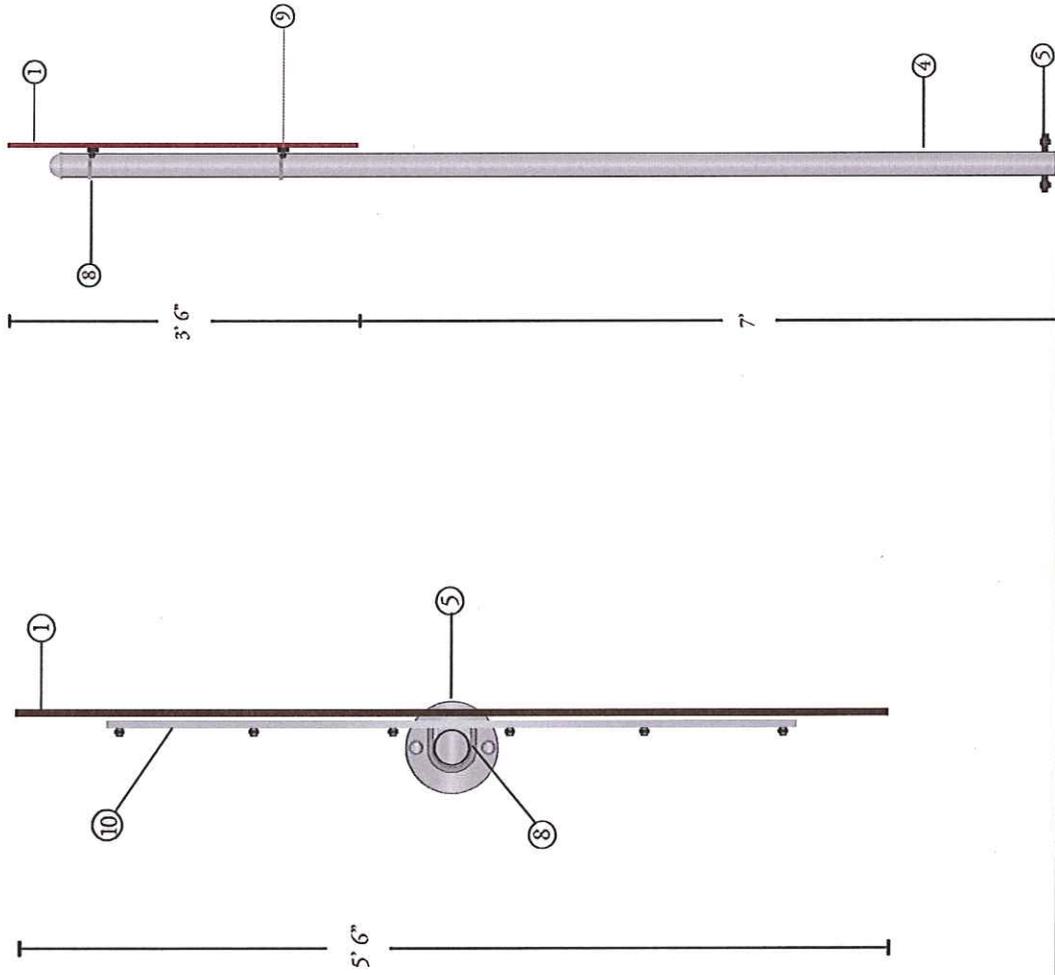


1 | VEH.03 - Front Elevation
Scale: 1" = 1'

2 | VEH.03 - Back Elevation
Scale: 1" = 1'

VEH.03
Vehicular Directional (TXDOT)

1. Aluminum sign face fabricated from .080 aluminum sheeting painted to match City approved colors. Digital graphics applied to sign face with retro-reflective vinyl.
2. Directional arrow cut out of retro-reflective white vinyl.
3. 4" lettering cut out of retro-reflective white vinyl and applied to sign face. Font is set to Clearview Highway 2-W.
4. 3.5" Round galvanized steel post.
5. TXDOT approved breakaway base with drilled foundation.
6. Friction cap fixed to the top of the galvanized post.
7. Digitally printed graphic applied as background image.
8. "U" bolts piloted through wind beam to secure post to sign face.
9. Fasteners (color and type TBD).
10. 2.5" wind beam attached to sign face with a faceless rivet.

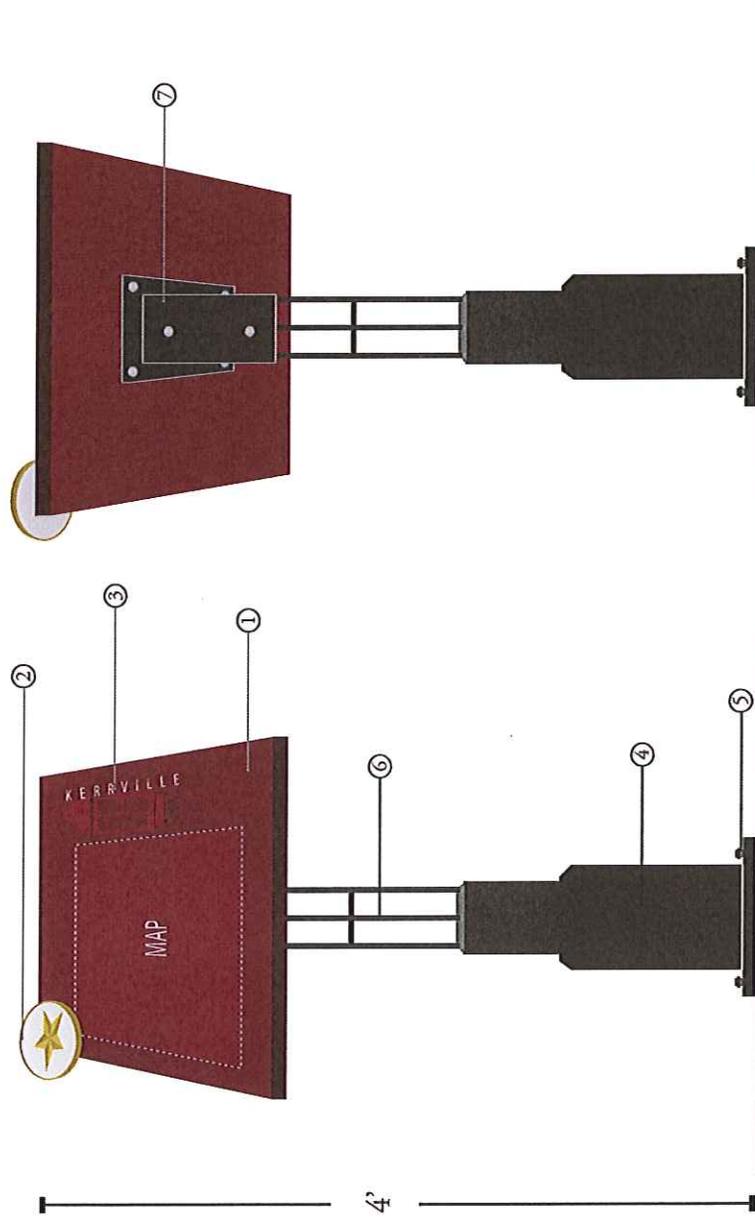


VEH.03
Vehicular Directional (TXDOT)

1. Aluminum sign face fabricated from .080 aluminum sheeting painted to match City approved colors. Digital graphics applied to sign face with retro-reflective vinyl.
2. Directional arrow cut out of retro-reflective white vinyl.
3. 4" lettering cut out of retro-reflective white vinyl and applied to sign face. Font is set to Clearview Highway 2-W.
4. 3.5" Round galvanized steel post.
5. TXDOT approved breakaway base with drilled foundation.
6. Friction cap fixed to the top of the galvanized post.
7. Digitally printed graphic applied as background image.
8. "U" bolts piloted through wind beam to secure post to sign face.
9. Fasteners (color and type TBD).
10. 2.5" wind beam attached to sign face with a faceless rivet.

3 | VEH.03 - Aerial Elevation
Scale: 1.15" = 1'

4 | VEH.03 - Side Elevation
Scale: .75" = 1'



1 | VEH.02 - Front Elevation
Scale: 1.3" = 1'

2 | VEH.02 - Back Elevation
Scale: 1.3" = 1'

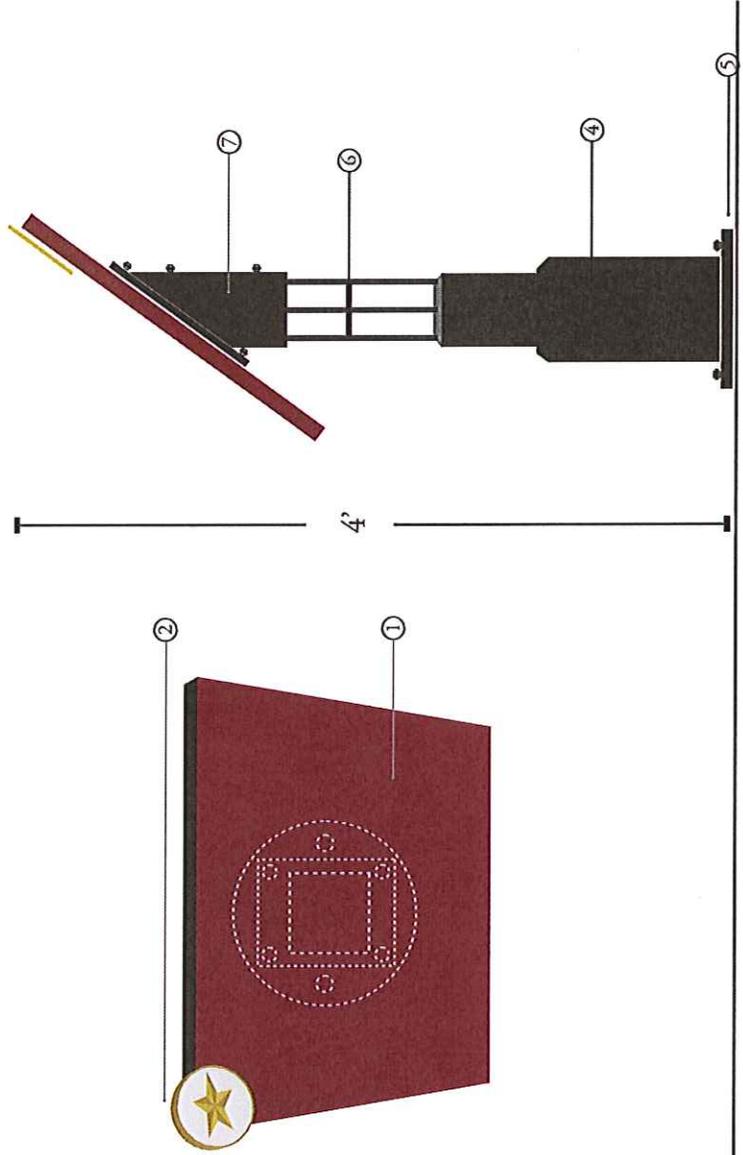
PED.01

Pedestrian Directional (Free Mount)

1. Aluminum sign can fabricated from .080 aluminum sheeting painted to match City approved colors. Return on all sides. Digital graphics applied to sign face.
2. City Seal cut out of .080 aluminum and mounted to sign face using hi-mod adhesive.
3. Lettering cut out of reflective white vinyl and applied to sign face.
4. 5" Square steel base painted to match matte black.
5. 4 point square base flush mounted to existing flatwork.
6. Steel cross fabricated to base and support bracket.
7. Angle mounted support bracket mounted to face with decorative bolt.
8. Graphice applied to ceramic plate and flush mounted to sign can.

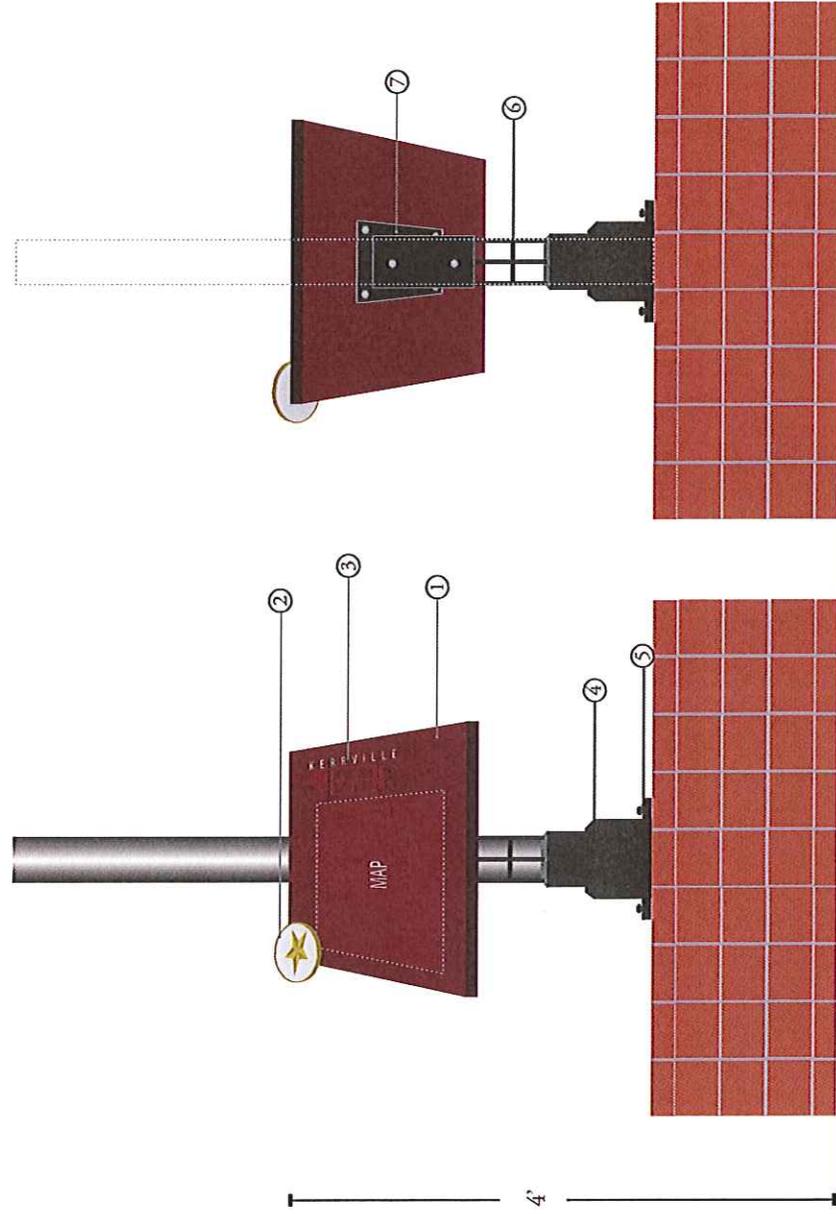
Pedestrian Directional (Free Mount)

1. Aluminum sign can fabricated from .080 aluminum sheeting painted to match City approved colors. Return on all sides. Digital graphics applied to sign face.
2. City Seal cut out of .080 aluminum and mounted to sign face using hi-mod adhesive.
3. Lettering cut out of reflective white vinyl and applied to sign face.
4. 5" Square steel base painted to match matte black.
5. 4 point square base flush mounted to existing flatwork.
6. Steel cross fabricated to base and support bracket.
7. Angle mounted support bracket mounted to face with decorative bolt.
8. Graphics applied to ceramic plate and flush mounted to sign can.



3 | VEH.02 - Aerial Elevation
Scale: 1.5" = 1'

4 | VEH.02 - Side Elevation
Scale: 1.3" = 1'



3 VEH.01 - Front Elevation
Scale: 1" = 1'

4 VEH.01 - Back Elevation
Scale: 1" = 1'

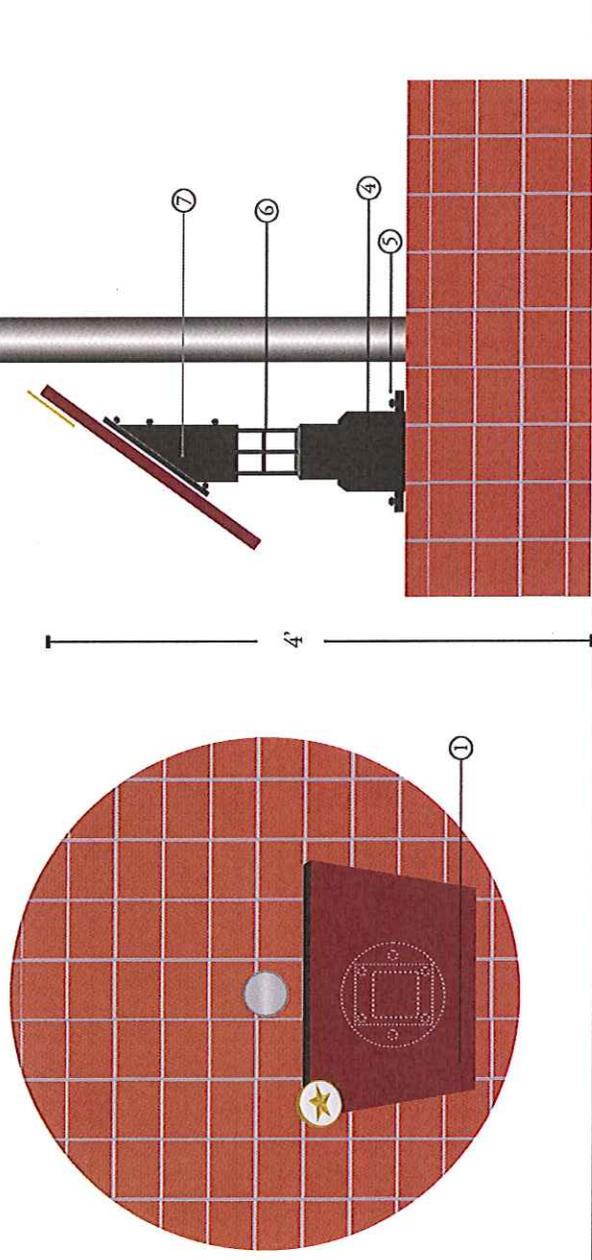
Pedestrian Directional (Base Mount)

1. Aluminum sign can fabricated from .080 aluminum sheeting painted to match City approved colors. Return on all sides. Digital graphics applied to sign face.
2. City Seal cut out of .080 aluminum and mounted to sign face using hi-mod adhesive.
3. Lettering cut out of reflective white vinyl and applied to sign face.
4. 5" Square steel base painted to match matte black.
5. 4 point square base flush mounted to existing flatwork.
6. Steel cross fabricated to base and support bracket.
7. Angle mounted support bracket mounted to face with decorative bolt.
8. Graphic applied to ceramic plate and flush mounted to sign can.

PED.01

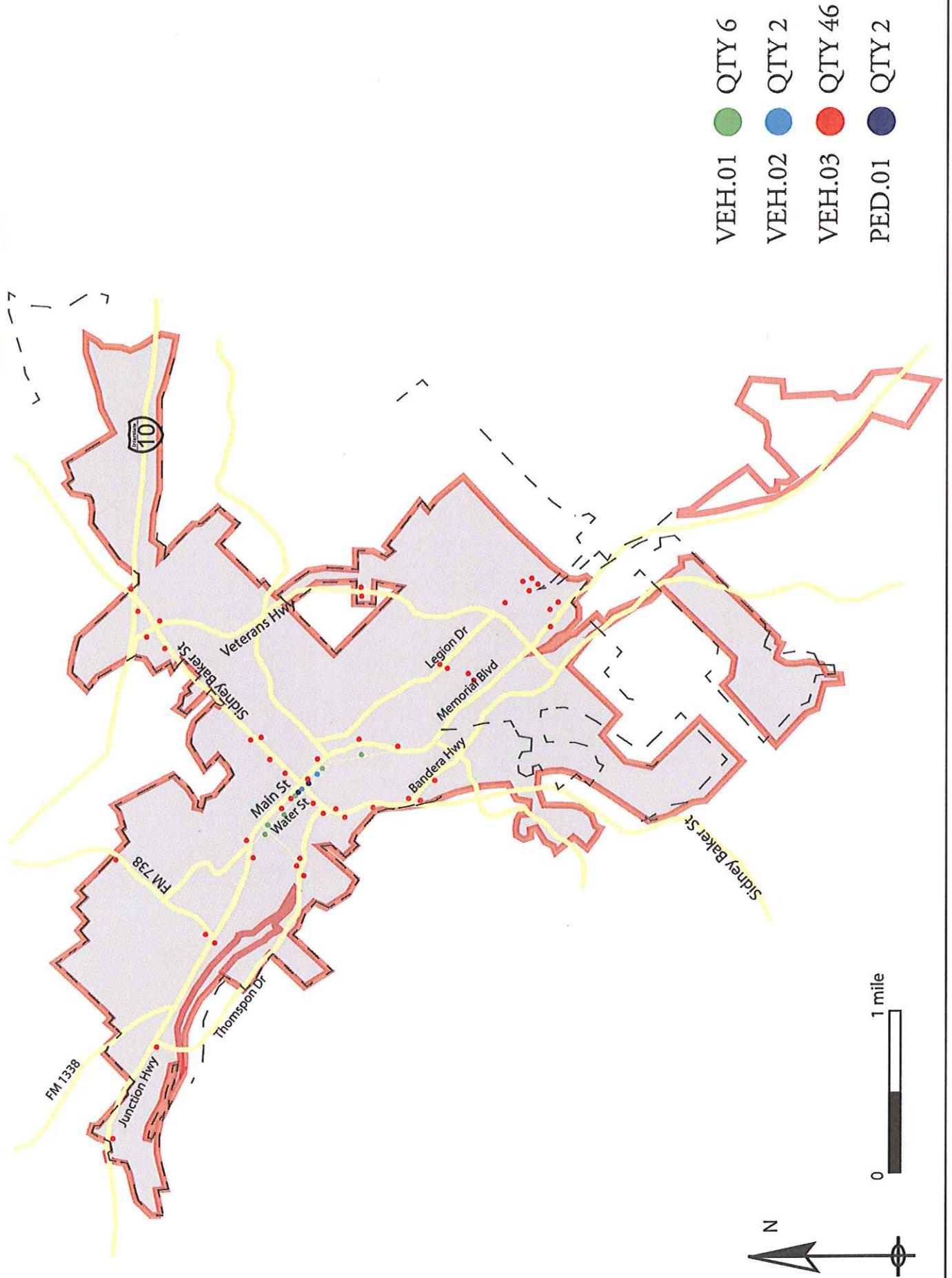
Pedestrian Directional (Base Mount)

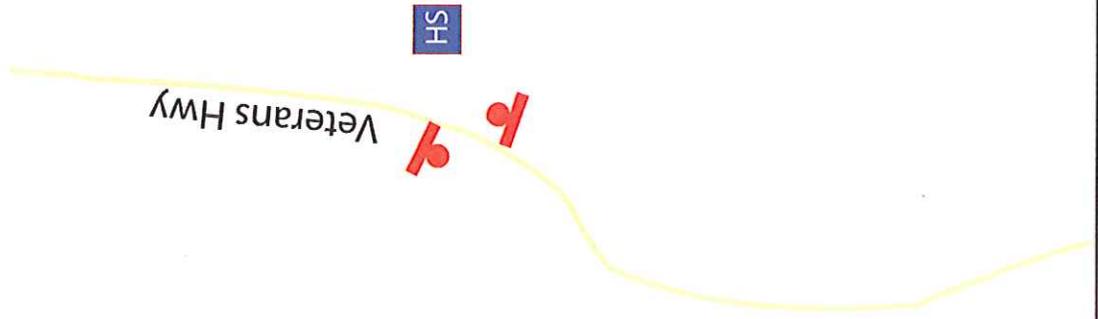
1. Aluminum sign can fabricated from .080 aluminum sheeting painted to match City approved colors. Return on all sides. Digital graphics applied to sign face.
2. City Seal cut out of .080 aluminum and mounted to sign face using hi-mod adhesive.
3. Lettering cut out of reflective white vinyl and applied to sign face.
4. 5" Square steel base painted to match matte black.
5. 4 point square base flush mounted to existing flatwork.
6. Steel cross fabricated to base and support bracket.
7. Angle mounted support bracket mounted to face with decorative bolt.
8. Graphice applied to ceramic plate and flush mounted to sign can.



3 | VEH.01 - Aerial Elevation
Scale: 1" = 1'

4 | VEH.01 - Side Elevation
Scale: 1" = 1'

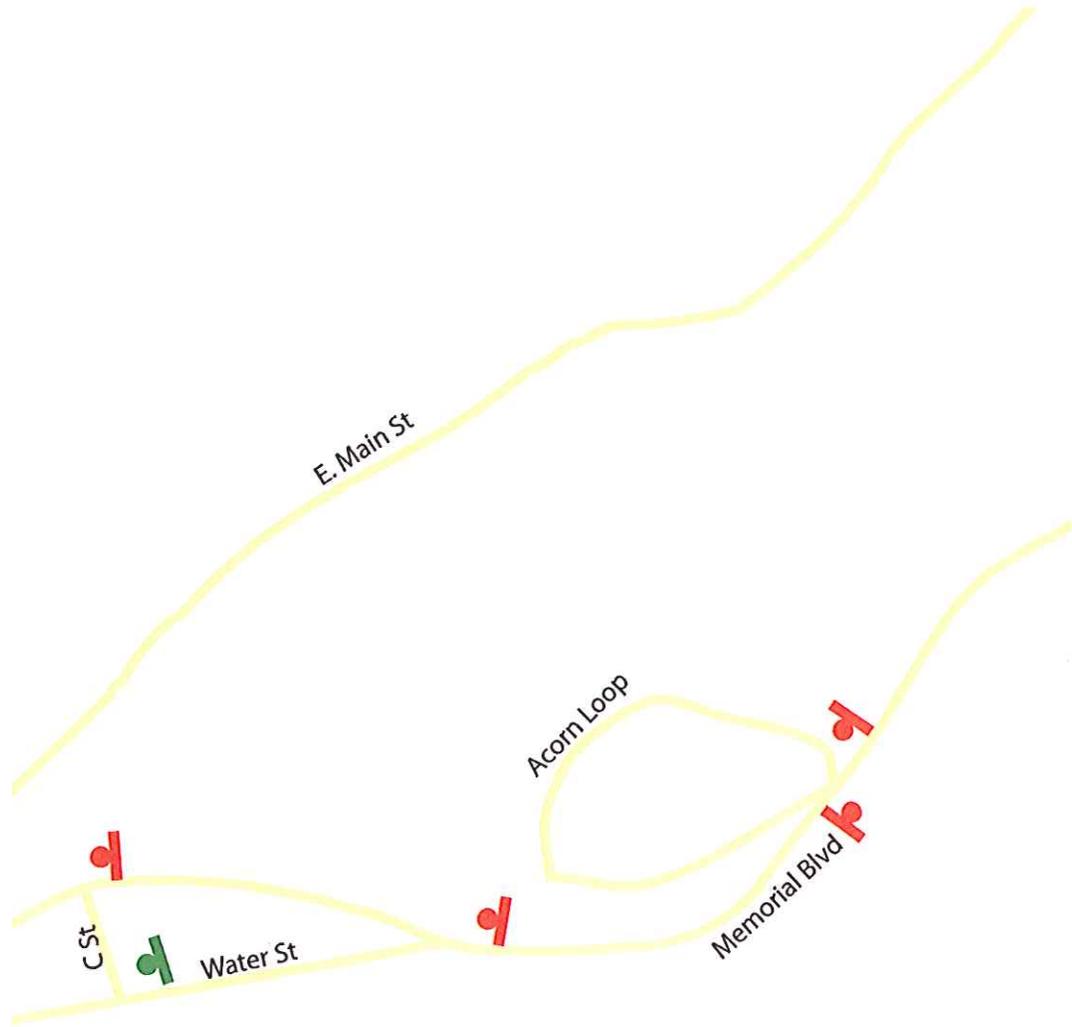




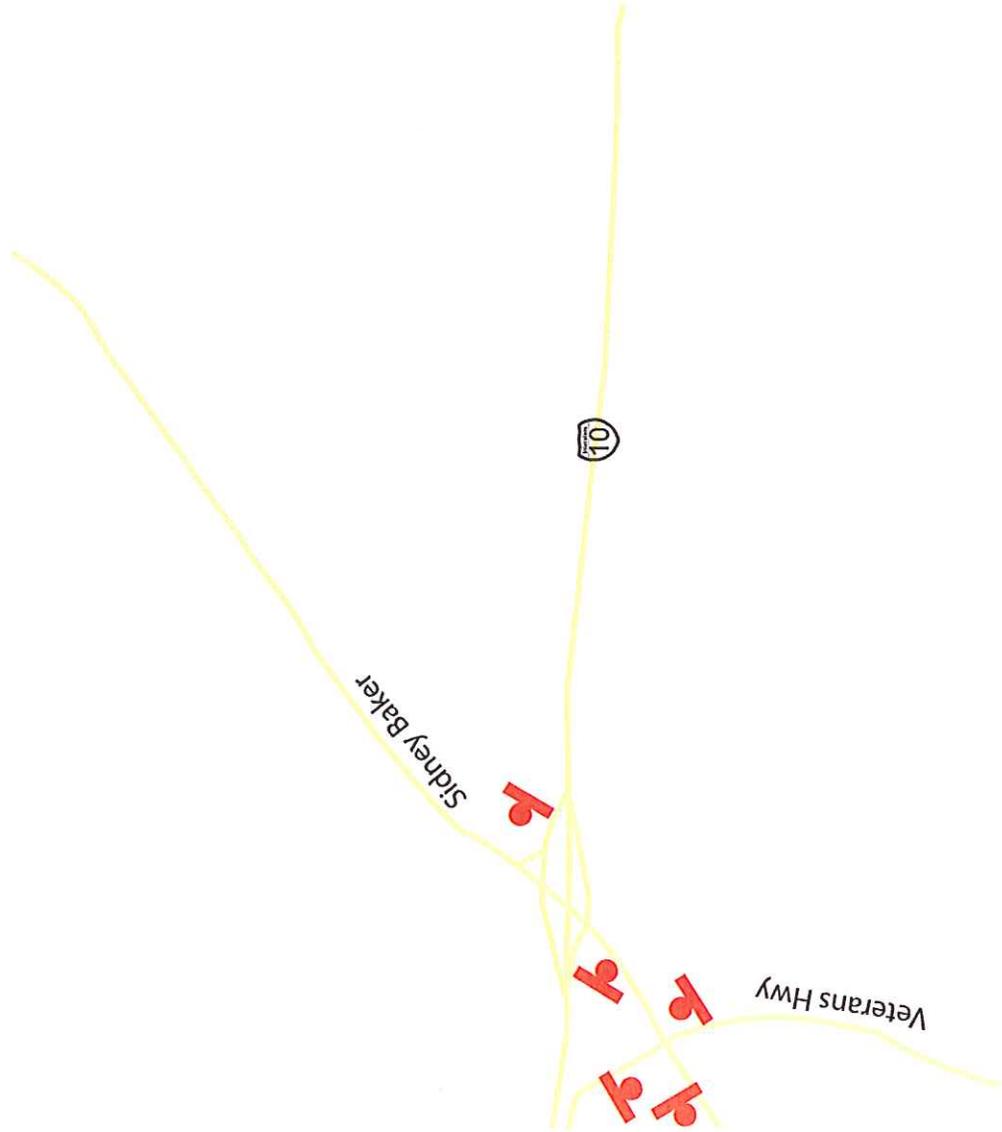
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B1	B2	B3	B4	B5	B6	B7	B8
C1	C2	C3	C4	C5	C6	C7	C8
D1	D2	D3	D4	D5	D6	D7	D8
E1	E2	E3	E4	E5	E6	E7	E8
F1	F2	F3	F4	F5	F6	F7	F8
G1	G2	G3	G4	G5	G6	G7	G8
H1	H2	H3	H4	H5	H6	H7	H8



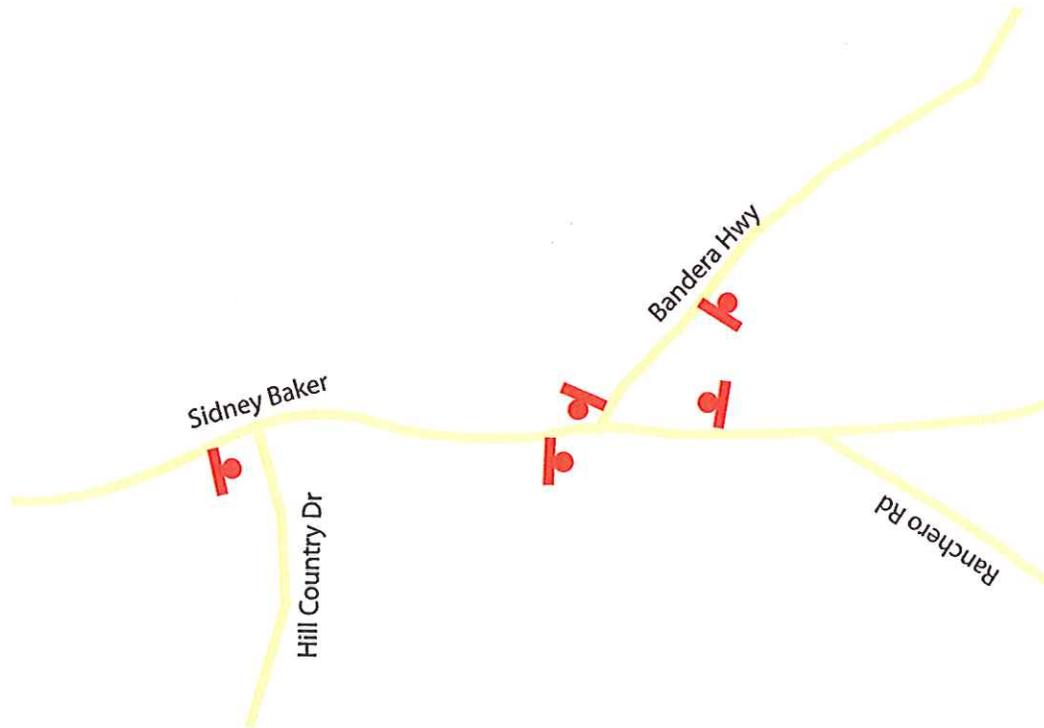
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B1	B2	B3	B4	B5	B6	B7	B8
C1	C2	C3	C4	C5	C6	C7	C8
D1	D2	D3	D4	D5	D6	D7	D8
E1	E2	E3	E4	E5	E6	E7	E8
F1	F2	F3	F4	F5	F6	F7	F8
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H1	H2	H3	H4	H5	H6	H7	H8



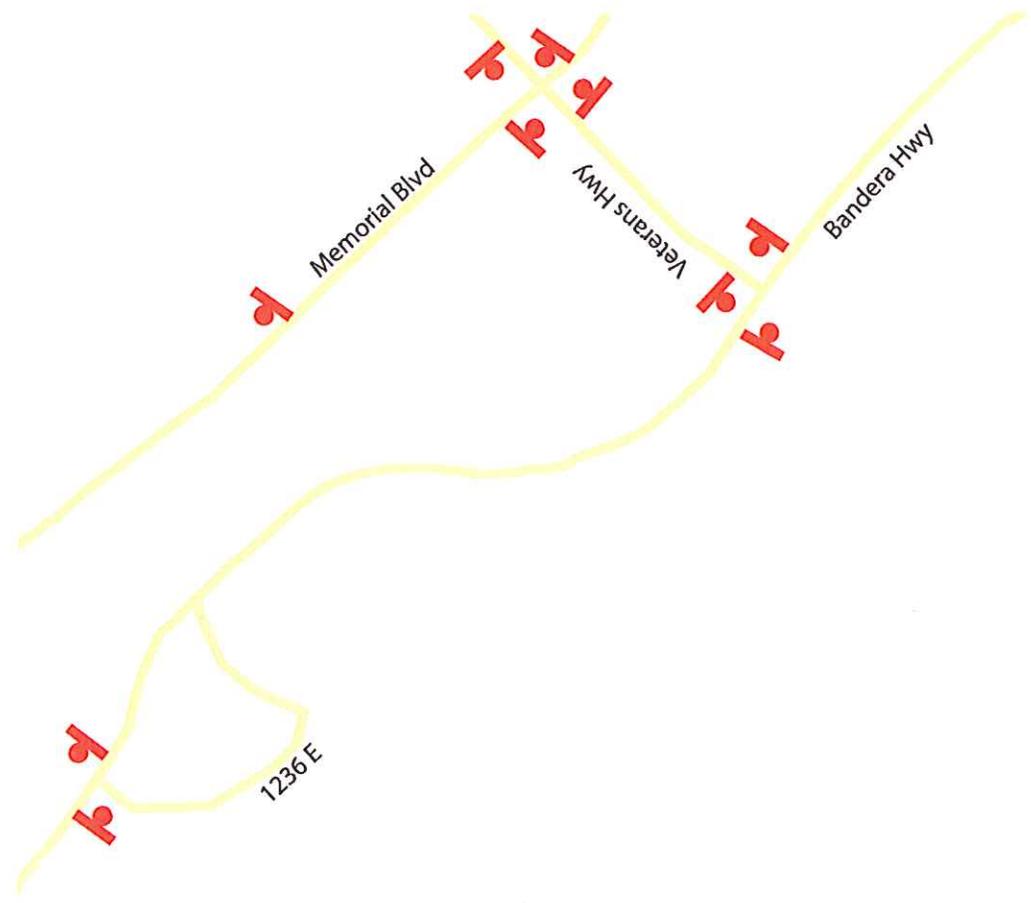
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C1	C2	C3	C4	C5	C6	C7	C8
D1	D2	D3	D4	D5	D6	D7	D8
E1	E2	E3	E4	E5	E6	E7	E8
F1	F2	F3	F4	F5	F6	F7	F8
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H1	H2	H3	H4	H5	H6	H7	H8



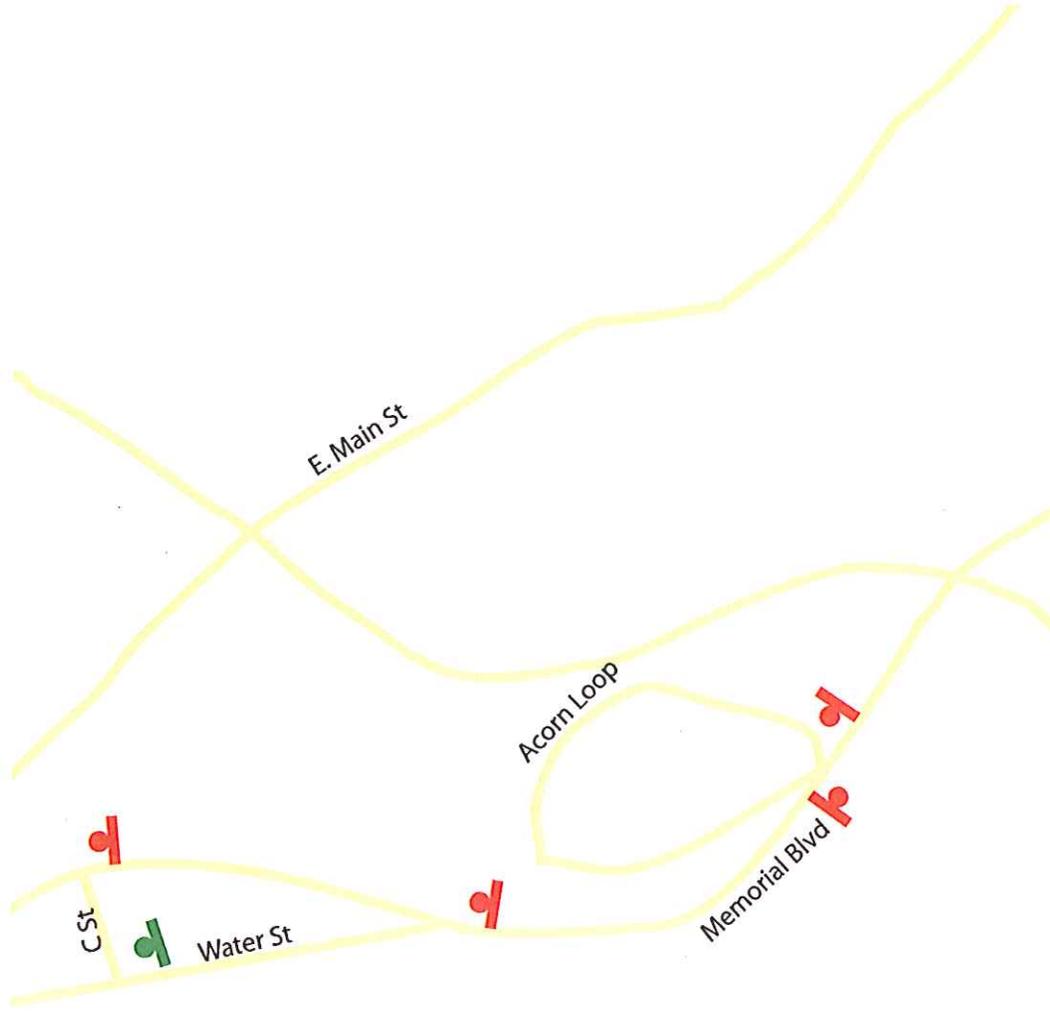
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B1	B2	B3	B4	B5	B6	B7	B8
C1	C2	C3	C4	C5	C6	C7	C8
D1	D2	D3	D4	D5	D6	D7	D8
E1	E2	E3	E4	E5	E6	E7	E8
F1	F2	F3	F4	F5	F6	F7	F8
G1	G2	G3	G4	G5	G6	G7	G8
H1	H2	H3	H4	H5	H6	H7	H8



A1	A2	A3	A4	A5	A6	A7	A8
B1	B2	B3	B4	B5	B6	B7	B8
C1	C2	C3	C4	C5	C6	C7	C8
D1	D2	D3	D4	D5	D6	D7	D8
E1	E2	E3	E4	E5	E6	E7	E8
F1	F2	F3	F4	F5	F6	F7	F8
G1	G2	G3	G4	G5	G6	G7	G8
H1	H2	H3	H4	H5	H6	H7	H8



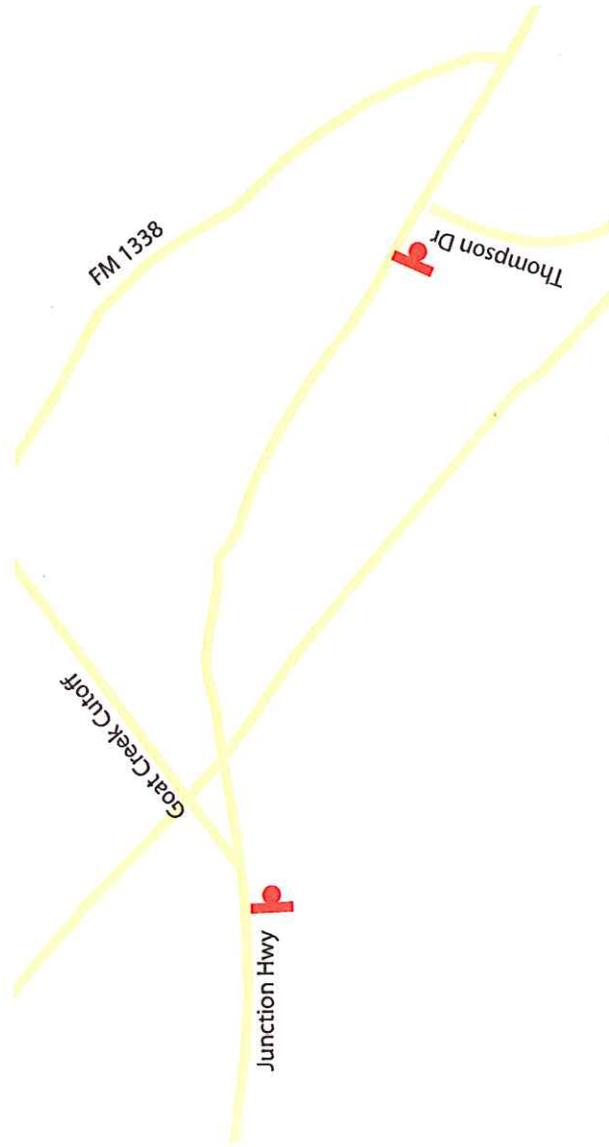
A1	A2	A3	A4	A5	A6	A7	A8
B1	B2	B3	B4	B5	B6	B7	B8
C1	C2	C3	C4	C5	C6	C7	C8
D1	D2	D3	D4	D5	D6	D7	D8
E1	E2	E3	E4	E5	E6	E7	E8
F1	F2	F3	F4	F5	F6	F7	F8
G1	G2	G3	G4	G5	G6	G7	G8
H1	H2	H3	H4	H5	H6	H7	H8



A1	A2	A3	A4	A5	A6	A7	A8
B1	B2	B3	B4	B5	B6	B7	B8
C1	C2	C3	C4	C5	C6	C7	C8
D1	D2	D3	D4	D5	D6	D7	D8
E1	E2	E3	E4	E5	E6	E7	E8
F1	F2	F3	F4	F5	F6	F7	F8
G1	G2	G3	G4	G5	G6	G7	G8
H1	H2	H3	H4	H5	H6	H7	H8



A1	A2	A3	A4	A5	A6	A7	A8
B1	B2	B3	B4	B5	B6	B7	B8
C1	C2	C3	C4	C5	C6	C7	C8
D1	D2	D3	D4	D5	D6	D7	D8
E1	E2	E3	E4	E5	E6	E7	E8
F1	F2	F3	F4	F5	F6	F7	F8
G1	G2	G3	G4	G5	G6	G7	G8
H1	H2	H3	H4	H5	H6	H7	H8



A1	A2	A3	A4	A5	A6	A7	A8
B1	B2	B3	B4	B5	B6	B7	B8
C1	C2	C3	C4	C5	C6	C7	C8
D1	D2	D3	D4	D5	D6	D7	D8
E1	E2	E3	E4	E5	E6	E7	E8
F1	F2	F3	F4	F5	F6	F7	F8
G1	G2	G3	G4	G5	G6	G7	G8
H1	H2	H3	H4	H5	H6	H7	H8

Agenda Item:

8E. Pending legislation under consideration by the State of Texas 83rd Legislative Session. (staff)

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

SUBJECT: Discussion and direction to city staff regarding pending legislation under consideration by the State of Texas 83rd Legislative Session

FOR AGENDA OF: Feb. 26, 2013 **DATE SUBMITTED:** Feb. 20, 2013

SUBMITTED BY: Todd Parton,
City Manager **CLEARANCES:**

EXHIBITS: Legislative Update (Texas Municipal League)

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The State of Texas has convened the 83rd Legislative Session. There are many bills that have been filed by members of the House of Representatives and the Senate. Many of these bills could impact the City of Kerrville. This item will be placed on each regular City Council meeting to provide an opportunity to discuss any pending bills, establish an official position on any pending bill, and officially authorize an individual to represent the City of Kerrville before an appropriate body.

Attached is a legislative update authored by the Texas Municipal League. This provides a comprehensive list and brief synopsis of each bill.

RECOMMENDED ACTION

Staff requests that the City Council review the list of bills and provide direction regarding any bill that is deemed of interest to the City of Kerrville.



Legislative UPDATE

February 15, 2013
Number 6

Fiscal Transparency Bills May Miss the Mark

The Texas Comptroller's recently-filed "fiscal transparency" bills (S.B. 14 by Senator Tommy Williams (R – The Woodlands)/H.B. 14 by Representative Jim Pitts (R – Waxahachie)) impose additional requirements on local governments that wish to issue debt. (Detailed summaries of the bills are available in the "City-Related Bills Filed" section elsewhere in this edition.) Interestingly, nothing in the fiscal transparency bills addresses the issuance of *state debt*.

On the same day the comptroller and the authors held a press conference to discuss the importance of limiting the "increasing amount of debt issued by local governments," the Senate Finance Committee heard testimony from the Texas Bond Review Board, which is the state agency responsible for oversight of both state and local debt. During the hearing, Senator Kevin Eltife (R – Tyler) accurately pointed out that, while so much attention is being paid to local government debt, debt issued by the state has actually increased at a higher rate than local debt over the last four years. [Click here to watch a short video of Senator Eltife's comments.](#)

The fiscal transparency bills place a number of requirements on cities and other local governments that seek to issue debt. Those include, among other things, notice of certificate of obligation (CO) issuance and detailed ballot language for any bond proposition. The notice and ballot language must include technical financial information about the total and per-capita amount of principal and interest of all outstanding debt obligations by the city and the principal

and interest information for the bond or CO. The bills would also mandate additional, detailed reporting requirements regarding city debt, and would alter the petition threshold requirement for COs.

The League is generally supportive of efforts to increase transparency. But the goal of increased transparency sometimes leads to proposals that can actually have the opposite effect. For instance, under current law a ballot proposition must provide basic and pertinent information about a bond proposal, including how much the bond will cost the taxpayer in a given year. The addition of detailed financial data to the ballot will ultimately distract from the most useful data that a taxpayer needs to know—the purpose of the debt and how much it will cost the taxpayer.

The text of the bills is available at:

<http://www.legis.state.tx.us/tlodocs/83R/billtext/pdf/SB000141.pdf#navpanes=0>

<http://www.legis.state.tx.us/tlodocs/83R/billtext/pdf/HB000141.pdf#navpanes=0>

Sequestration Still Looming: March 1 Deadline

On January 1, 2013, Congress and the President approved a deal avoiding the “fiscal cliff” known as sequestration. Part of that legislation included the delay of billions of dollars in automatic spending cuts in federal defense and non-defense programs in order to reduce the federal deficit (i.e., sequestration).

Unless Congress takes action, the cuts required by sequestration will take effect on March 1, and the federal government will shut down when the temporary spending resolution expires on March 27.

City-related programs that may be affected include the Community Development Block Grant Program, HOME Investment Partnership, Byrne Justice Assistance Grants, and COPS grants, as well as other federally-funded programs for local governments in the areas of water infrastructure, job training, education, transit, and emergency management.

The National League of Cities continues to work in Washington, D.C., to protect cities’ interests.

Texas House Implements Electronic Witness Committee Forms

If you have ever testified before a legislative committee at the State Capitol, you are familiar with filling out a Witness Affirmation Form (WAF) stating your position on a bill, who you represent, etc. These hardcopy forms were then submitted to the committee clerk to be placed in a queue for the chairman to call once the bill was laid out.

If you are testifying before a *House* Committee this legislative session, this process has changed. You can now load a profile online at:

<https://www.mytxlegis.legis.state.tx.us/hwrspublic/about.aspx>

After your profile has been created and saved, you can access your information from iPads located outside the House committee hearing rooms or from your personal iPad. From there, you can create an electronic WAF by choosing which committee you plan to testify before and which bill you plan to testify on.

City Officials Testify

When the legislature is in session, nothing compares to the effectiveness of city officials testifying at the Capitol. City officials who take their time to travel to Austin to speak out on important city issues should be applauded by us all.

Among the city officials who recently testified in front of legislative committees are the following:

- Scott Kerwood, Fire Chief, Hutto Fire Rescue
- Fred Calhoun, Assistant Fire Chief, Flower Mound
- Robert Puente, President/CEO, San Antonio Water System
- Mark Loethen, Deputy Director of Public Works and Engineering, Houston
- Mitch Fuller, Mayor Pro Tem, Cedar Park

City-Related Bills Filed

PROPERTY TAX

H.B. 1003 (L. Gonzales) – Property Tax: would provide that an owner of heavy equipment may not collect the unit property tax from a lessee or renter if the equipment is leased or rented to the state or a political subdivision of the state.

H.B. 1008 (D. Bonnen) – Property Tax: would provide that, for an individual who qualifies for a property tax exemption on the residence homestead of a totally disabled veteran, the amount of property tax due on the property is calculated as if the individual qualified for the exemption on January 1 and continued to qualify for the exemption for the remainder of the tax year. (Companion bill is **S.B. 486** by **Taylor**.)

H.B. 1059 (G. Bonnen) – Property Tax: would allow an individual who is disabled or at least 65 years of age, or a disabled veteran or his/her unmarried surviving spouse, to make four installment payments of property taxes without penalty or interest if notice is given to the appropriate taxing units.

H.B. 1110 (Nevarez) – Property Tax: would allow an individual who is disabled or at least 65 years of age or a disabled veteran to make four installment payments of property taxes without penalty or interest if property notice is given to the appropriate taxing unit.

H.B. 1173 (Anchia) – Property Tax: would provide that a person who installs a drip irrigation system or a rainwater harvesting system on the person’s property is entitled to a credit against the taxes imposed on the property if the governing body of the taxing unit takes official action to adopt the credit.

S.B. 465 (Van de Putte) – Property Tax: would increase the progressive property tax exemption amounts for disabled veterans and their surviving spouses and children.

S.B. 476 (Hinojosa) – Property Tax: would: (1) require the transferee of a property tax lien to deliver notice to the property owner regarding the possibility that the taxing unit may offer an installment agreement for payment of delinquent property taxes; (2) require the tax collector for a taxing unit to enter into an installment agreement for the payment of property taxes, penalties, and interest on a residence homestead if requested by a person who is delinquent in the payment of property taxes and who has not entered into an installment agreement with the taxing unit in the previous 24 months; (3) require the installment agreement to provide for installment payments in equal amounts and a period of at least 12 months; (4) provide that a delinquency penalty does not accrue on the unpaid balance of property taxes during the period of the agreement if the property is a residence homestead; (4) require a notice of delinquency sent by a taxing unit to contain specific language regarding the ability to enter into an installment agreement; and (5) provide that a debtor is not in default under a deed of trust or other contract lien on real property used as the debtor’s residence for the delinquent payment of property taxes if the debtor is in substantial compliance with an installment agreement and has given notice of the installment agreement to the mortgage servicer.

S.B. 486 (Taylor) – Property Tax: would provide that, for an individual who qualifies for a property tax exemption on the residence homestead of a totally disabled veteran, the amount of property tax due on the property is calculated as if the individual qualified for the exemption on January 1 and continued to qualify for the exemption for the remainder of the tax year. (Companion bill is **H.B. 1008** by **D. Bonnen**.)

S.B. 489 (Paxton) – Property Tax: would appear to clarify that a special district may establish a limitation on the amount of ad valorem taxes on the residence homesteads of individuals who are disabled or elderly and their surviving spouses. (Please see **S.J.R. 32**, below.)

S.J.R. 30 (Van de Putte) – Property Tax: would amend the Texas Constitution to allow for an increase in the progressive property tax exemption amounts for disabled veterans and their surviving spouses and children.

S.J.R. 32 (Paxton) – Property Tax: would amend the Texas Constitution to clarify that a special district may establish a limitation on the amount of ad valorem taxes on the residence homesteads of individuals who are disabled or elderly and their surviving spouses. (Please see **S.B. 489**, above.)

SALES TAX

H.B. 1133 (Otto) – Sales Tax: would provide a sales tax exemption for: (1) property that is sold, leased, rented, or used by a provider of cable television service, Internet access service, or telecommunications service, or the provider’s subsidiary, affiliate, or partner; and (2) property directly used or consumed in or during the provision, creation, or production of a cable television service, Internet access service, or telecommunications services by the provider or the provider’s subsidiary, affiliate, or partner.

H.B. 1162 (E. Thompson) – Sales Tax: would provide that a taxable item sold, leased, or rented to, or stored, used, or consumed by a disabled veteran or the unmarried surviving spouse of the veteran is exempted from sales and use taxes.

S.B. 446 (Eltife) – Sales Tax: would require the comptroller to transfer to the appropriate Parks and Wildlife Department accounts amounts from sporting goods sales tax proceeds sufficient to fund the state contributions for employee benefits of Parks and Wildlife Department employees. (Companion bill is **H.B. 896** by **Menendez**.)

S.B. 475 (Van de Putte) – Street Maintenance Sales Tax: would allow one general law city in Bexar County to reauthorize the sales tax for street maintenance every ten years.

S.B. 485 (Ellis) – Sales Tax: would extend the current sales tax holiday for clothing and footwear by one week.

S.B. 493 (Lucio) – Sweetened Beverage Tax: would impose a tax on the sale of sweetened beverages with the resulting revenue going to the state’s general revenue fund.

PURCHASING

H.B. 959 (Reynolds) – Professional Services Procurement: would, in addition to many other changes that apply only to state purchasing, add attorneys to the list of professionals who must be procured according to the Professional Services Procurement Act.

S.B. 438 (Birdwell) – Purchasing: would provide that an interlocal contract between a governmental entity and a purchasing cooperative may not be used to purchase roofing materials or services, including materials or services for construction, repair, or replacement of a roof. (Companion bill is **H.B. 123** by **D. Anderson**.)

ELECTIONS

H.B. 1129 (White) – Elections: would allow members of the United States armed forces on active duty overseas to cast a ballot electronically.

S.B. 452 (Patrick) – Elections: would among other things, change certain election dates as follows: (1) move the general primary election date to the first Tuesday in February in each even number year; (2) move the runoff primary election date to the fourth Tuesday in April following

the general primary election; and (3) provide that the presidential primary election date is the first Tuesday in February in each presidential election year.

OPEN GOVERNMENT

S.B. 458 (J. Rodriguez) – Motor Vehicle Records: would add motor vehicle title or registration information to the list of confidential motor vehicle records that a governmental body may redact without requesting a decision from the attorney general. (Companion bill is **H.B. 987** by **Marquez.**)

S.B. 471 (Ellis) – Record of Meeting: would remove the requirement that recordings of meetings be “tape” recordings.

OTHER FINANCE/ADMINISTRATION BILLS

H.B. 14 (Pitts) – City Debt: would, among other things: (1) require local tax rates to be published on the comptroller’s website, based on information reported from the county assessor-collector; (2) require a local debt issuer to complete and submit a local securities annual report form provided by the Bond Review Board; (3) provide that the attorney general may not approve a local security until the attorney general receives word from the Bond Review Board that the board has received information on local securities from the issuer; (4) require a political subdivision’s ballot proposition for a bond to include a significant amount of information, including: (a) the total amount and per capita amount of: (i) the principal of all outstanding debt; (ii) the combined principal and interest required to pay all outstanding debt; (iii) the principal of the bonds to be authorized; and (iv) the estimated combined principal and interest required to pay the bonds to be authorized; (b) the purpose for which the bonds are to be authorized; (c) the estimated rate of interest for the bonds to be authorized; and (d) the maturity date of the bonds to be authorized; (5) require a political subdivision issuing a bond to post a sample ballot on its website as soon as practicable after the ballot is prepared; (6) require every political subdivision to prepare an annual financial report that contains financial information for each city fund, as well as a significant amount of information relating to the city’s debt obligations; (7) require a city to maintain an Internet website and require a city to post the annual financial report on its website continuously along with the city’s relevant contact information; (8) provide that, except in a case of grave public necessity to meet an unusual and unforeseen condition, a city may not issue a certificate of obligation (CO) if the voters voted down a bond proposition for the same purpose within the preceding three years; (9) extend the timeframe to publish newspaper notice of intention to issue a CO from 30 to 45 days before the passage of the ordinance; (10) require a city issuing a CO to maintain an Internet website, and to continuously post notice of intention to issue a CO on its website for 45 days before the passage of the CO issuance ordinance; (11) require that the notice of intention to issue a CO include: (a) total and per capita amount of the principal and interest of the then-current outstanding debt obligations and estimated principal and interest of COs to be authorized; (b) the estimated rate of interest for the COs to be authorized; (c) the maturity date of the COs to be authorized; and (d) the process by which a petition for an election may be submitted; (12) change the threshold number of voters needed to petition to force an election on the issuance of a CO from five percent of the qualified voters of the issuer to five percent of the total number of voters that voted in the most recent gubernatorial general

election in the city; and (13) make COs issued for personal or professional services subject to the notice requirements. (Companion bill is **S.B. 14** by **Williams**.)

H.B. 1050 (Callegari) – Construction Contracts: would: (1) prohibit a local government from entering into a contract to purchase construction-related goods or services through a purchasing cooperative in an amount greater than \$50,000 unless an architect or engineer certifies in writing that: (a) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications by an architect or engineer under current law; or (b) if current law requires plans and specifications to be prepared by an architect or engineer, that has been done; (2) authorize a governmental entity with a population of 500,000 or more within the entity's geographic boundary or service area to enter into design-build contracts for not more than six civil works projects in any fiscal year; (3) provide that a design-build firm responding to a request for detailed proposals must identify its project team and may not make changes to that team, except under limited exceptions; (4) provide that a governmental entity shall pay an unsuccessful design-build firm that submits a response to the governmental entity's request for additional information a stipend, in an amount equal to at least one-quarter of one percent of the contract amount, for preliminary engineering costs associated with the development of the proposal; (5) provide that a violation of (4), above, voids the contract for the project entered into by the governmental entity; and (6) repeal that requirement that a governmental entity make a formal finding on the criteria used for selection of a design-build firm for civil works projects before preparing a request for qualifications.

H.B. 1068 (Moody) – State Legislation: would require the Legislative Budget Board to study the feasibility of estimating and preparing a statement on the impact of any bill or resolution that alters funding or affects the responsibilities or liabilities of a political subdivision.

S.B. 14 (Williams) – City Debt: this bill is the same as **H.B. 14**, above.

S.B. 449 (Hinojosa) – Capital Appreciation Bonds: would prohibit a county, city, special district, school district, junior college district, or other political subdivision from issuing capital appreciation bonds.

S.J.R. 28 (Patrick) – Automatic Resignation: would amend the Texas Constitution to provide that a city councilmember who has a term of office of more than two years and announces his/her candidacy for another public office automatically resigns as a councilmember if he/she has more than one year and sixty days left in the city council term.

MUNICIPAL COURTS

H.B. 989 (S. Thompson) – Municipal Court Fines: would increase the maximum fines for municipal court convictions from \$500 to \$1,000 for general ordinances and from \$2,000 to \$4,000 for the violation of an ordinance that governs fire safety, zoning, or public health and sanitation.

H.B. 1069 (McClendon) – Theft: would increase the maximum stolen value for a class C fine-only misdemeanor offense.

H.B. 1107 (Bonnen) – Jury Service: would: (1) disqualify a person from jury service if he/she cannot read and write English; and (2) allow a court to suspend the qualification that requires a person to be able to read and write English if it appears to the court that the requisite number of jurors able to read and write English cannot be found in the county.

H.B. 1178 (Gooden) – Jurisdiction: would: (1) provide that a municipal court has jurisdiction over an offense committed on the entire width of a segment of highway or street abutting property located in a city, if the criminal case involves an offense that is punishable by fine only; and (2) expand a peace officer’s jurisdiction in accordance with the court’s jurisdiction described in (1), above.

S.B. 390 (West) – Court Costs: would provide that all changes in court costs or fees take place the next January 1 after the law making the change takes effect, regardless of contrary provisions in the bill.

S.B. 463 (Huffman) – Exclusion of Witnesses: would: (1) allow a prosecutor to designate one person who is an officer or employee of a party that is not a natural person to serve as the state’s courtroom representative during a criminal proceeding; and (2) provide that, if a law enforcement officer is the designee, he or she may not wear a law enforcement uniform or badge while serving as such. (Companion bill is **H.B. 70** by **Fletcher**.)

COMMUNITY AND ECONOMIC DEVELOPMENT

S.B. 444 (Birdwell) – Low Income Housing Tax Credits: would provide that the Texas Department of Housing and Community Affairs shall score and rank a low income housing tax credit application using a point system that includes – among many other criteria – the level of community support for the application, which must be evaluated on the basis of a resolution concerning the development that is voted on and adopted by the governing body of a city and the commitment of development funding by the city.

S.B. 472 (Ellis) – Takings Claims: would provide that: (1) a person asserting a taking claim against a governmental entity shall give written notice of such claim by certified mail to the governmental entity against which such claim is being made at least 60 days before the filing of a suit in any court based upon certain common-law takings claims that are codified in the bill; (2) any party asserting a taking claim shall state that it has complied fully with the provisions of the bill and shall provide such evidence thereof as the judge of the court may require; (3) the notice provided under (1), above, shall toll the applicable statute of limitations to and including a period of 75 days following the giving of the notice, and this tolling shall apply to all parties and potential parties; (4) no fewer than 45 days after receipt of a notice required by (1), above, the governmental entity shall deliver to the sender in person, by third-party delivery or by certified mail, a response stating whether or not the governmental entity contends in good faith that one or more of the facts described by the claimant in the notice were the result of the governmental entity’s enforcement of one or more laws enacted for the protection of public health or safety and, if yes, identifying the said law or laws; (5) if the response required by (4), above, does not state that one or more of the facts described in the claimant’s notice were the result of the

governmental entity's enforcement of one or more laws enacted for the protection of public health or safety, the bill's procedures do apply to the taking claim; (6) if a pleading of a claimant filed in any court may be fairly construed to make a takings claim as defined by the bill the claimant shall, not later than 120 days after the date the original petition is filed, serve on each party or the party's attorney one or more expert reports, with a curriculum vitae of each expert listed in the report, for each governmental entity against which a taking claim is asserted; (7) if, as to a defendant, an expert report has not been served, the court, on the motion of the affected governmental entity, shall with certain exceptions enter an order that awards to the affected governmental entity reasonable attorney's fees and costs of court incurred by the governmental entity and dismiss the claim with respect to the governmental entity, with prejudice to the refiling of the claim; (8) until a claimant has served the expert report and curriculum vitae under (6), above, all discovery in a taking claim is stayed except for the acquisition by the claimant of information by certain allowable means; (7) certain interlocutory appeals by a governmental entity are authorized; and (8) alternative dispute resolution procedures to a takings claim.

S.B. 473 (Carona) – Day Laborers: would: (1) allow a city or county within its jurisdictional limits to regulate employers of day laborers by: (a) requiring an employer of day laborers to obtain a license; (b) collecting a fee from each employer; (2) require any such regulations to: (a) give a license to anyone who meets its requirements and pays a fee; (b) provide that such a license is not assignable or transferable; (c) make the employer maintain and make available to the city or county the name, contact information and wage information for each day laborer used by the employer; (d) require each employer who holds a license who operates a labor center to provide adequate facilities for the workers; (e) prohibit an employer from charging day laborers for equipment, uniforms, or cashing their checks; (3) provide that any day laborer list is confidential unless requested by court order; (4) make any violation of a city ordinance or county order adopted under this section a class A misdemeanor; and (5) repeal the state laws that currently regulate the employers of day laborers.

PERSONNEL

H.B. 13 (Callegari) – Pensions: would: (1) require public pension systems to place financial reports and administrator contact information on their websites; (2) impose reporting requirements on the public pension board if a public retirement system does not post its required financial documents, including: (a) posting the names of the systems on its website; (b) notifying either members of the state government or the political subdivision of the failure, depending on the pension system; (3) require the pension board to create model ethical and conflict of interest rules for public pension systems to adopt voluntarily; and (4) require the public pension board to create an educational training program for public pension system administrators. (Companion is **S.B. 13** by **Duncan.**)

H.B. 1002 (E. Johnson) – Health Insurance Exchange: would create the Texas Health Insurance Exchange in accordance with the federal Affordable Care Act.

H.B. 1091 (Martinez) – Disease Presumption: would extend the time frame for discovering an illness or disease of police, EMS, and fire personnel to five years after they leave employment for which they may be entitled to benefits or compensation.

H.B. 1117 (Y. Davis) – E-Verify: would: (1) require an employer, including a city, that has voluntarily enrolled in E-verify to: (a) consider consulting the Texas Workforce Commission’s website for information about E-Verify; (b) receive E-verify training; and (c) post a notice regarding enrollment in E-verify and an anti-discrimination notice; and (d) ensure that the program is only used for verifying employment authorization status; (2) provide a complaint process for violations of E-verify requirements; (3) provide a civil penalty and civil cause of action for violation of E-verify requirements; and (4) make it an unlawful employment practice if an employer, including a city, that is participating in E-verify makes an employment decision without following E-verify procedures.

H.B. 1121 (Perry) – Employee Liability: would limit liability for employers that hire an individual with a criminal conviction.

H.B. 1146 (E. Johnson) – Employment Discrimination: would prohibit an elected city official or a city that employs fifteen or more employees from discriminating against an employee or an employment applicant on the basis of sexual orientation or gender identity. (Companion bills are **H.B. 238** by **Villarreal** and **S.B. 237** by **Van de Putte**.)

H.B. 1188 (S. Thompson) – Employee Liability: would limit the liability of an employer who hires an individual with a criminal conviction.

H.J.R. 77 (Anchia) – Marriage: would repeal the provision of the Texas Constitution providing that marriage in this state consists only of the union of one man and one woman and prohibiting this state or a political subdivision of this state from creating or recognizing a legal statue identical or similar to marriage. (This bill is identical to **H.J.R 78** by **Coleman**.)

H.J.R. 78 (Coleman) – Marriage: this bill is identical to **H.J.R 77**, above.)

S.B. 13 (Duncan) – Pensions: this bill is identical to **H.B. 13**, above.

S.B. 416 (Ellis) – Employment: would: (1) make it an illegal employment practice for an employer, including a city, to require or request an employee or applicant to give their user name, password, or other access to their personal electronic accounts such as an e-mail or a social networking site account; (2) allow an employer to access information about an employee or applicant on the Internet that is open to the public or to manage an employee’s use of city electronic equipment or use of electronic equipment during work hours. (Companion bill is **H.B. 451** by **Dukes**.)

PUBLIC SAFETY

H.B. 972 (Fletcher) – Concealed Handguns: would, among other things, expand the places where a concealed handgun licensee can carry a handgun to include the campus of an institution of higher education, with certain exceptions. (Companion bill is **S.B. 182** by **Birdwell**.)

H.B. 1009 (Villalba) – School Marshal: would create the position of school marshal and allow a school marshal to make arrests and exercise all authority given to peace officers, except the ability to issue a traffic citation, subject to written regulations adopted by the board of trustees of a school district.

H.B. 1015 (Guillen) – Big Cats and Primates: would: (1) prohibit a person in a county or city with a population of at least 75,000 from: (a) owning, possessing, harboring, selling, transferring, breeding, or having custody or control of a big cat or nonhuman primate; and (b) allowing a member of the public to come in direct contact with or to be in proximity to a big cat or nonhuman primate without ensuring there is sufficient distance between the animal and person and providing protective barriers to separate the animal from the person; (2) exempt from the prohibition in (1)(a), above, various persons, including a county, a city, an agency of the state, a zoo or aquarium or related facility, a research facility, a wildlife sanctuary, an animal shelter, a licensed veterinarian, a law enforcement officer, a circus, certain colleges or universities, a television or movie production company, a person temporarily transporting a big cat or nonhuman primate, and a person who lawfully possesses the big cat or nonhuman primate before September 1, 2013, if they meet certain requirements; (3) provide for civil penalties, criminal penalties, and injunctive relief; (4) require a municipal court to order the seizure of an animal and hold a hearing on a sworn complaint and showing of probable cause to believe there has been a violation of (1), above; (5) provide that a big cat or nonhuman primate may be forfeited by judicial determination or voluntarily and placed with a zoo or aquarium or euthanized; and (6) while unclear, appear to preempt city ordinances related to big cats and primates.

H.B. 1030 (Burnam) – Sale of Firearms: would clarify that a city may prohibit the sale of firearms on property owned or controlled by the city, other than the sale of firearms at a permanent retail store.

H.B. 1038 (Eiland) – DNA Records: would require an individual arrested for any offense punishable as a class B misdemeanor or higher to provide one or more DNA samples for the purpose of creating a DNA record.

H.B. 1044 (Eiland) – Recreational Vehicles: would: (1) expand the list of vehicles that are prohibited from being operated on certain beaches; (2) allow city and county vehicles to be driven on beaches; (3) allow the operation of certain private vehicles on the beach if: (a) the person has a driver's license; and (b) the beach is open to motor vehicle traffic; and (4) allow a city or county to prohibit the use of all-terrain vehicles on a beach.

H.B. 1049 (Laubenberg) –Firearms: would, among other things, prohibit a state or local government officer, agent, employee, or representative from enforcing or attempting to enforce any federal statute, order, rule, or regulation that: (1) purports to regulate a firearm, a firearm accessory, or firearm ammunition that remains exclusively within the borders of this state; (2) took effect on or after January 1, 2013; and (3) imposes a prohibition, restriction, or other regulation, such as a capacity or size limitation or a registration requirement, that does not exist under the laws of this state.

H.B. 1063 (Hernandez Luna) – DNA Records: would require an individual convicted or placed on deferred adjudication for any offense punishable as a class B misdemeanor or higher to provide one or more DNA samples for the purpose of creating a DNA record.

H.B. 1076 (Toth) – Firearms: would make certain findings related to provisions of the U.S. Constitution related to firearms and would enact the “Texas Firearm Protection Act.” The Act would, among other things: (1) apply to the state, a city, a county, or a special district or authority; (2) prohibit an entity described by (1), above, from adopting a rule, order, ordinance, or policy under which the entity enforces, or by consistent action allows the enforcement of, a federal statute, order, rule or regulation enacted on or after January 1, 2013, that purports to regulate a firearm, firearm accessory, or firearm ammunition if the statute, order, rule or regulation imposes a prohibition, restriction or other regulation, such as capacity or size limitation, a registration requirement or a background check, that does not exist under the laws of this state; and (3) provide that an entity described by (1), above, may not receive state grant funds if the entity adopts a prohibited practice.

H.B. 1078 (Kleinschmidt) – Firearms: would authorize a concealed handgun license holder to carry on certain premises associated with colleges and universities.

H.B. 1096 (Canales) – Law Enforcement: would, among other things: (1) require a police department to make an audio or audiovisual electronic recording of custodial interrogations of persons suspected of or charged with certain offenses; (2) set out good cause reasons that make electronic recording infeasible; (3) require preservation of the electronic recording for a specified time; (4) require a prosecutor to provide a defendant with a copy of the recording; and (5) exempt the electronic recording from release under the Texas Public Information Act, except when it must be released under the law enforcement exception. (Companion bill is **S.B. 87** by **Ellis.**)

H.B. 1109 (Burkett) – Persons with Mental Illness: would: (1) require a peace officer answering an emergency call to attempt to determine whether any person involved in the emergency call is a person with a mental illness; (2) provide that if a peace officer reasonably believes that a person involved in an emergency call is a person with a mental illness, but has not committed an offense, the officer: (a) must notify local mental health authorities; (b) may assist the person; and (c) may take the person into custody as an emergency detention; (3) provide that if a peace officer reasonably believes that a person involved in an emergency call is a person with mental illness and has probable cause to believe the person has committed a misdemeanor offense, the peace officer may: (a) issue a citation in lieu of arresting the person (as allowed by law); or (b) take the person into custody as an emergency detention; and (4) require the Texas Commission on Law Enforcement Officer Standards and Education to require training courses and programs to include training in the investigation and documentation of cases that involve mental illness.

H.B. 1147 (N. Gonzalez) – Trafficking of Persons: would: (1) require a state or local law enforcement agency, district attorney, or county attorney that assists in the prevention of human trafficking to cooperate with and assist the Human Trafficking Prevention Task Force in collecting statistical data on the nature and extent of human trafficking in the possession of the agency or attorney; (2) require the task force to collect certain data regarding human trafficking

and ensure that each state or local law enforcement agency, district attorney, or county attorney collects certain data regarding human trafficking; and (3) require that human trafficking data collected include information about the routes by which victims are trafficked across the state's international border.

H.B. 1166 (Villalba) – Commission on Law Enforcement Officer Standards and Education: would change the name of the Commission on Law Enforcement Officer Standards and Education to the Texas Commission on Law Enforcement.

H.B. 1174 (Fallon) – Passing a School Bus: would increase the penalty for passing a stopped school bus to a misdemeanor punishable by a fine of not less than \$500 or more than \$1,250.

H.B. 1177 (Gooden) – Sex Offenders: would permit a general law city to prohibit a registered sex offender from going in, on, or within a specified distance of a child safety zone within the city.

S.B. 443 (Birdwell) – Reserve Officers: would require the state as employer to give a leave of absence to any state employee who is receiving peace officer training as a reserve law enforcement officer.

S.B. 459 (Rodriguez) – Scrap Tires: would: (1) require a retail seller to contract for the transportation of scrap tires only with a licensed scrap tire transporter; (2) require an individual who stores scrap tires to store the scrap tires in a fully enclosed area or container that must be made secure by locking; and (3) create an offense for selling an unsafe tire, as defined in the Transportation Code.

S.B. 484 (Whitmire) – Prostitution Prevention Program: would: (1) allow a city, or group of cities, to establish a prostitution prevention program for defendants charged with prostitution; (2) authorize a program to collect a fee from a participant in the program; and (3) require a commissioners court of a county to establish a prostitution prevention program if the county has a population of more than 200,000.

UTILITIES AND ENVIRONMENT

H.B. 1028 (Munoz) – Certificates of Convenience and Necessity: would: (1) allow a landowner to petition for expedited release from a certificate of convenience and necessity; and (2) entitle the landowner to that release if the landowner's property is located in the boundaries of a city and certain other conditions are met.

H.B. 1094 (Keffer) – Clean Energy Assessments: would: (1) enact the Property Assessed Clean Energy (PACE) Act, which would authorize a city to create PACE districts to promote private sector water conservation and energy efficiency; and (2) provide that property owners in a PACE district would be able to obtain low-cost, long-term financing from private sector lenders for water conservation improvements and energy efficiency retrofits to existing structures. (Companion bill is **S.B. 385** by **Carona**.)

H.B. 1148 (Harless) – Gas Rate Cases/Municipal Reimbursement: would provide that: (1) an electric or gas utility is not required to reimburse a city for the city's rate case expenses if, under a franchise with the city, the utility has agreed to pay more than two percent of gross receipts as a franchise fee; and (2) in order to receive reimbursement for its electric or gas rate case expenses, a city must first "prepay" its rate case expenses to its attorneys and consultants, as well as must adopt an ordinance that expressly assumes the obligation to pay the expenses and declares that the obligation is not contingent on the city's receipt of reimbursement.

H.B. 1149 (Harless) – Gas Rate Cases/Municipal Jurisdiction: would: (1) expand the Railroad Commission's exclusive jurisdiction (and therefore remove original municipal jurisdiction) over the rates and services of a gas utility to include an area the a gas utility treats as an "integrated rate area;" (2) provide that a gas utility may identify and establish an integrated rate area that includes one or more cities and related unincorporated areas for which the commission has exclusive original jurisdiction to establish the gas utility's rates on an area-wide basis; (3) provide that the integrated rate area is established on the date the gas utility files notice of the area's establishment with the commission; and (4) provide that the gas utility must deliver a copy of the notice to each city included in the area.

H.B. 1168 (Flynn) – Drainage Fees: would exempt property that is a dedicated cemetery from payment of municipal drainage fees.

S.B. 326 (Carona) – Municipal Electric Rates: would, in addition to imposing many low-income rate requirements on investor owned utilities, provide that, until a municipally owned utility or electric cooperative implements customer choice, the utility or cooperative may not reduce, in any manner, programs already offered to assist low-income electric customers. (Companion bill is **H.B. 550** by **Turner**.)

S.B. 349 (Nichols) – Municipally Owned Electric Utility Power Lines: would, with respect to municipal power lines, provide that: (1) a "distribution line" means a power line operated below 60,000 volts when measured phase to phase, and a "transmission line" means a power line operated at 60,000 volts or more when measured phase to phase; and (2) distribution and transmission lines shall be constructed along highways and at other places in accordance with the national electrical safety code. (Companion bill is **H.B. 898** by **Creighton**.)

S.B. 385 (Carona) – Clean Energy Assessments: this bill is the same as **H.B. 1094**, above.

S.B. 467 (Hegar) – TCEQ rulemaking: would require TCEQ to conduct a regulatory analysis before adopting an environmental rule and when giving notice incorporate more detailed information into the fiscal note; provides a penalty for noncompliance. (Companion bills are **H.B. 147** by **Burkett** and **H.B. 426** by **Creighton**.)

S.B. 488 (Davis) – Discounted Electric Rates: would provide that a municipally owned utility shall discount charges by 20 percent for electric service provided to a facility of a four-year state university, upper-level institution, and/or Texas State Technical College.

TRANSPORTATION

H.B. 1097 (Sheets) – Construction or Maintenance Work Zone: would amend the definition of a “construction or maintenance work zone” to mean a portion of a highway or street: (1) where highway construction or maintenance is undertaken, other than mobile operations; (2) that is marked by at least one sign: (a) indicating that it is a construction or maintenance work zone; (b) indicating the maximum lawful speed; and (c) stating that fines double when workers are present; and (3) that is marked by signs indicating where the zone begins and ends.

H.B. 1102 (Harper-Brown) – Complete Streets: would, among other things: (1) require the Texas Transportation Commission (Commission) to adopt a complete streets policy that provides guidelines for addressing the safety, accessibility, and mobility of users of streets and highways, including pedestrians, bicyclists, persons with disabilities, children, seniors, public transportation users, commercial goods movers, and motorists in the planning, design, construction, and maintenance of streets and highways; (2) require local authorities (counties, cities, and certain other local entities) to ensure that all transportation planning, design, construction, and reconstruction, street or highway improvements, and access roads, bicycle paths, and sidewalks to public transportation comply with the complete streets policy if federal or state funds are used; (3) require, to the extent consistent with federal law, a metropolitan planning organization to ensure that any transportation improvement plan complies with the complete streets policy; (4) exempt transportation projects from complying with the complete streets policy if: (a) use of the street or highway by bicyclists or pedestrians is prohibited by law; (b) the cost to comply would be excessively disproportionate to the present or future need or use of the street or highway; or (c) the sparseness of population indicates an absence of future need; (5) require that an exemption described in (4), above, be approved by the Texas Department of Transportation (TxDOT) or local authority and supported by publicly available documentation; and (6) require TxDOT or the local authority to certify that each transportation project complies with the complete streets policy in all aspects of project development.

H.B. 1105 (Harper-Brown) – Transportation Funding: would provide that the comptroller shall deposit 25 percent of the motor vehicle sales tax paid on motor fuel used in motorboats to the credit of the state’s available school fund, and shall deposit the remaining amount to the credit of the state highway fund.

S.J.R. 31 (Davis) – Transportation Funding: would amend the Texas Constitution to provide that: (1) subject to legislative appropriation, allocation, and direction, three-fourths of the net revenue that is remaining after payment of all refunds allowed by law and expenses of collection that is derived from taxes on motor fuels and lubricants used to propel motor vehicles over public highways shall be used for the sole purpose of constructing and maintaining public highways; and (2) for a biennium, the legislature may not appropriate those funds for a purpose other than acquiring rights-of-way or constructing or maintaining public roadways in an amount that exceeds the lesser of the total amount of those funds appropriated for a purpose other than acquiring rights-of-way, constructing, or maintaining public roadways in the preceding biennium or a slightly less amount in certain circumstances

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Agenda Item:

9A. Report on activities of the Kerrville Economic Development Corporation.
(Councilmember Conklin)

Agenda Item:

9B. Budget/Economic Update. (staff)

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: February 26, 2013 **DATE SUBMITTED:** February 12, 2013

SUBMITTED BY: Mike Erwin *ME*
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Economic Update

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

The City of Kerrville staff will present and update Council on a biweekly basis as to the status of the City's budget and current economic trends affecting the City.

RECOMMENDED ACTION

No action required information purposes only.

CITY OF KERRVILLE
ECONOMIC UPDATE AS OF FEBRUARY 20, 2013

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	7.90%	7.80%	8.30%	↔	January
Consumer Confidence	58.6	66.7	61.5	↓	January
1 year T-Bills	0.16%	0.14%	0.17%	↔	2/19/13

State					
Monthly Unemployment	6.00%	5.80%	7.10%	↑	December
Monthly Sales Tax	\$2,122.8m	\$2,165.9m	\$2,000.9m	↑	January

Local					
Monthly Unemployment (Kerr Co.)	5.00%	4.90%	5.60%	↑	December
Median Listing Price	\$165,000	\$166,000	\$218,000	↓	1/11/13
Monthly Sales Tax	\$568,401	\$435,346	\$529,535	↑	February
Monthly EIC Tax	\$284,177	\$21,767	\$264,744	↑	February
Monthly HOT	\$48,837	\$66,095	\$46,022	↑	December

	FY13 Budget	FY13 as of 1/31/2013	FY13 % Received	FY12 as of 1/31/2012	FY12 % Received
General Fund					
Tax Revenue	\$14,939,900	\$8,751,461	58.58%	\$9,735,174	67.13%
Property Tax	\$8,050,000	\$6,624,297	82.29%	\$7,643,625	96.75%
Sales Tax	\$4,885,000	\$1,718,367	35.18%	\$1,671,353	36.73%
Permits & Fees	\$324,975	\$112,151	34.51%	\$114,307	35.28%
Intergovernmental	\$1,191,000	\$402,236	33.77%	\$596,250	50.83%
Service Revenues	\$2,411,860	\$922,140	38.23%	\$780,568	30.36%
Grant Revenue	\$29,500	\$4,800	16.27%	\$17,359	65.51%
Fines & Forfeitures	\$506,618	\$140,696	27.77%	\$142,802	29.24%
Interest & Misc.	\$240,850	\$74,231	30.82%	\$56,201	14.77%
Transfers In	\$1,250,000	\$416,667	33.33%	\$416,667	32.87%
Total General Fund	\$20,894,703	\$10,824,383	51.80%	\$11,859,327	57.20%
Total General Fund Expenditures	\$20,594,703	\$6,505,899	31.59%	\$6,373,831	31.32%
Water/Sewer Fund					
Water Sales	\$4,500,000	\$1,644,360	36.54%	\$1,315,569	29.87%
Sewer Sales	\$3,800,000	\$1,157,743	30.47%	\$1,231,966	32.89%
Other Revenue	\$725,500	\$236,298	32.57%	\$254,672	34.64%
Total Water & Sewer Fund	\$9,025,500	\$3,038,401	33.66%	\$2,802,207	31.53%
Total W&S Fund Expenditures	\$8,851,239	\$2,627,115	29.68%	\$4,395,095	41.61%

Agenda Item:

9C. Proposal from the Kerr County Commissioners Court to extend the current interlocal agreement for firefighting and emergency medical services through September 30, 2024. (staff)

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

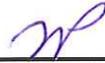
SUBJECT: Discussion and direction to city staff regarding a proposal from the Kerr County Commissioners Court to extend the current Interlocal Agreement for Firefighting and Emergency Medical Services through September 30, 2024

FOR AGENDA OF: Feb. 26, 2013 **DATE SUBMITTED:** Feb. 20, 2013

SUBMITTED BY: Todd Parton,
City Manager **CLEARANCES:**

EXHIBITS: Letter from County Judge Pat Tinley, Dated February 19, 2013
Interlocal Agreement for Firefighting and Emergency Medical Services

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

On February 20, 2013, city staff received a letter from Kerr County Judge Pat Tinley. A copy of the letter is attached to this agenda bill.

The letter provides an offer to extend the current interlocal agreement for firefighting and emergency medical services through September 30, 2024. Since it has an expiration date of 45 days this item has been placed on this agenda for discussion and direction from the City Council. Please note that a final decision by the City Council is not being requested at this time.

RECOMMENDED ACTION

Staff has no recommendations at this time.



**THE COUNTY COURT
OF**

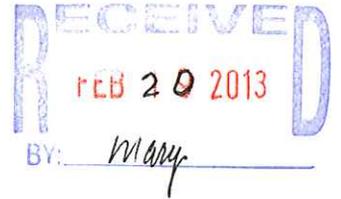
KERR COUNTY, TEXAS

700 Main, Kerrville, Texas 78028

Tel: (830) 792-2211

Fax: (830) 792-2218

E-mail: commissioners@co.kerr.tx.us



COUNTY JUDGE
PAT TINLEY

COMMISSIONERS COURT
H. A. "BUSTER" BALDWIN, PCT. 1
TOM MOSER, PCT. 2
JONATHAN LETZ, PCT. 3
BRUCE OEHLER, PCT. 4

CLERK
JANNETT PIEPER

COURT COORDINATOR
JODY GRINSTEAD

February 19, 2013

Mr. Todd Parton
City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028

RE: *Interlocal Agreement for Firefighting and Emergency Medical Services*

Dear Mr. Parton:

As you are aware, the current *Interlocal Agreement for Firefighting and Emergency Medical Services Between the City of Kerrville, Texas and Kerr County, Texas* expires September 30, 2014. Kerr County remains satisfied by the fire and EMS services provided by the City and desires to address the expiration of this Agreement well in advance.

The Kerr County Commissioners Court has by unanimous vote authorized the following offer be made to the City of Kerrville for continuation of fire and EMS services by the City outside its municipal limits.

- Kerr County offers to extend the current *Interlocal Agreement for Firefighting and Emergency Medical Services Between the City of Kerrville, Texas and Kerr County, Texas* under its current terms as is for ten years to expire September 30, 2024.

This offer expires in 45 days from the date of your receipt of this letter. Kerr County respectfully requests this matter be placed on an agenda for an upcoming public meeting and that any acceptance or response to this offer come from formal action taken by a majority of the City Council.

Yours very truly,



Pat Tinley

cc: Kerrville Mayor & City Council
Kerr County Commissioners Court

**INTERLOCAL AGREEMENT FOR
FIREFIGHTING AND EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF
KERRVILLE, TEXAS AND KERR COUNTY, TEXAS**

AGREEMENT

This Interlocal Agreement for Firefighting and Emergency Medical Services between the CITY OF KERRVILLE, Texas, ("City") and KERR COUNTY, Texas, shall be effective as of October 1, 2011 ("Effective Date").

WITNESSED:

City shall provide firefighting and emergency medical services for the use and benefit of the citizens of Kerr County, Texas, to specified unincorporated areas of Kerr County, under the following terms and conditions, to-wit:

SECTION ONE. Firefighting Services.

A. Kerrville Fire 1st Response Area: It is understood that for the "Kerrville South" area, also known as and referred to herein as the Kerrville Fire 1st Response Area and specifically identified in the service map attached as **Exhibit A** and incorporated herein by reference, the City shall be considered the "first responder" fire department for all types of fire department related emergencies, including structural, grass/brush, and vehicle ("fire emergencies"). The City's protocol for providing such services shall be to respond initially with one (1) engine and/or a brush truck, and/or a rescue truck with their respective personnel, as the City deems appropriate. The City's Battalion Chief, or designee, at their sole discretion, may request that additional resources respond to the scene. From time to time, the City may change its protocol for services at its discretion.

B. Responses Outside City Limits and Kerrville Fire 1st Response Area:

1. *Firefighting:* For areas outside the City limits and the Kerrville Fire 1st Response Area, in the event of a request for service for all types of fire emergencies and the volunteer fire department for that jurisdiction ("VFD") has not responded to that request within four minutes, the VFD for that jurisdiction or Kerr County Sheriff's Department ("Sheriff") may request that the City respond to the fire emergency. The City's protocol for providing such services shall be to respond initially with one (1) engine and/or a brush truck, and/or a rescue truck with their respective personnel, as the City deems appropriate. The City's Battalion Chief, or designee, at their sole discretion, may request that additional resources respond to the scene. Otherwise, City shall not be obligated to respond unless called for assistance by the VFD or Sheriff. In the event City receives a call for service from someone other than the VFD or the Sheriff, City shall relay the call to the Sheriff. From time to time, the City may change its protocol for services at its discretion.
2. *Other Emergencies:* For all other non-fire types of emergencies including vehicle accidents, water and other types of rescues and searches, drowning, fuel spills, malicious and accidental false alarms, and smoke instigated responses (not actual

Approved by City Council

Date: July 24, 2011

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fires), the City shall respond at the request of the VFD or Sheriff. The City's protocol for providing such services shall be to respond initially with one (1) engine and/or a brush truck, and/or a rescue truck with their respective personnel, as the City deems appropriate. The City's Battalion Chief, or designee, at their sole discretion, may request that additional resources respond to the scene. City shall respond to and assist with fire investigations as a courtesy to the Sheriff's Department, the Department of Public Safety, or the Texas Rangers in their determination of arson and the causes of fire. From time to time, the City may change its protocol for services at its discretion.

SECTION TWO. Emergency Medical Services.

- A. EMS.** City agrees to furnish emergency medical services ("EMS") to the unincorporated areas of Kerr County ("EMS Service Area"). In addition, the City will continue its management of the Kerr County First Responder Program. For purposes of this Agreement, EMS shall include both responding to calls for emergency medical assistance and providing medical transportation services. The amount and type of equipment and number of personnel actually furnished by the City in response to any emergency call shall be determined solely by City and its duly appointed agents, officers, directors, employees or subcontractors.
- B. First Responder Program.** For the purposes of this Agreement, "Management of the County First Responder Program" shall mean and include the following services: The City shall manage the operations of the First Responder services by maintaining, ordering, storing, and restocking equipment and supplies; request and manage the budget expenditures, in addition to grant writing and proposals to obtain non-budgeted equipment; assist personnel by managing and/or administering the medical continuing education program, and ensure the compliance with the EMS protocols and Standard Operating Guidelines. The City's EMS Coordinator shall also be the Infection Control Officer, HIPAA Privacy Officer, and representative to the Medical Director and Fire Department Personnel.
- C. Response Times.** City shall make reasonable efforts to maintain emergency response times for the EMS Service Area at an average of twelve (12) minutes for all calls. The City shall make reasonable efforts to provide at least two (2) ambulances manned 24 hours per day, 365 days per year capable of responding to City and County calls for service. The ambulances shall be staffed in accordance with the City's EMS Medical Protocols and EMS Standard Operating Guidelines. City shall continuously monitor its compliance with this provision. However, such response times may be waived in times of natural disasters or other catastrophic events which limits or renders performance standards substantially impossible.
- D. EMS Vehicles.** City shall maintain its EMS vehicles in accordance with the Texas Department of State Health Services EMS provider rules and regulations at all times, and shall provide patient care supplies, medical equipment, vehicle maintenance and regular equipment and vehicle inspections, calibrations and checks as determined by City to be appropriate.

- E. Medical Director.** The provision of EMS under this Agreement shall be directed, supported, and supervised by a licensed physician who shall be designated by City as its Medical Director for EMS.
- F. Reports.** Upon written request, City shall provide quarterly run reports to County regarding the number of EMS responses made into the unincorporated areas of the County. Such report shall be a summary of the response codes obtained from "Emergency Response Report" provided as part of the EMS software used by the City. County may request in writing additional reports as needed as long as the information sought does not impinge on required patient confidentiality, violate federal or state law, and County pays the cost of producing such additional reports.
- G. Additional Services.** In carrying out EMS, City shall provide vehicle extrication, additional personnel, and establishment of landing zones for helicopter services as needed and as determined by the incident commander. In furtherance of meeting its obligations under this Agreement, City may enter into such contracts and interlocal agreements with local governmental entities and/or private companies as they deem necessary or appropriate to provide the services and coverage required.
- H. Non-dedicated Ambulance.** If personnel and equipment are available, City may provide one (1) non-dedicated, stand-by ambulance at community events within City's Extraterritorial Jurisdiction (ETJ) upon fourteen (14) days written notice of such request by County at no additional cost. County understands and agrees that the City ambulance providing such service will remain available to respond to calls for services at other locations and will leave the event when required. The City is not obligated to replace the ambulance for the event during the periods when the ambulance is being otherwise utilized.
- I. Dedicated Ambulance.** Should County desire a dedicated ambulance for a community event, County must request such in writing with City a minimum of fourteen (14) days prior to the event. If personnel and equipment are available, City may locate an ambulance at the event for the duration of the event unless or until a transport from the event is needed. It is further understood should another ambulance not be available to transport a patient from the event, the assigned ambulance may be required to depart the event. Upon the departure of the assigned ambulance, no replacement ambulance shall be available until such time as the assigned ambulance returns. In accordance with the City's fee schedule as adopted City Council, County shall pay City the required hourly fee for such service.
- J. Patient and Third-party Billing.** City, including any and all of its agents and subcontractors operating hereunder, shall be entitled, in their sole discretion, to separately charge the patient/customer for their services based on the prices set by the City. Prices charged shall be based upon a number of factors, including location of the call, level of service provided, type of care rendered, supplies used, personnel used, and other mitigating or contributing factors to include cost of Medicare disallowance, cost of collection, and other related costs. Any and all costs provided for herein shall survive the expiration of this Agreement.

SECTION THREE. County's Costs. County shall pay the City \$500,000.00 for the City's firefighting services and \$400,000.00 for emergency medical services. Payment shall be in equal monthly payments due and payable beginning on or before October 1, 2011 and continuing on the first day of each month.

SECTION FOUR. Cost Increase. Following the first year of this Agreement, the costs to be paid by the County shall increase each year of the Agreement by adding an inflationary adjustment which shall be equal to the greater of 2% or the inflation increase as defined by the Consumers Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor (C.P.I.). If publication of the C.P.I. is discontinued, any similar index published and recognized by the financial community, as a substitute for the C.P.I. shall be used in its place.

SECTION FIVE. Term. This Agreement shall remain in effect through September 30, 2014.

SECTION SIX. Liability. Pursuant to Tex. Gov't Code §791.006, the Parties agree to be jointly and severally responsible for civil liability that arises from the furnishing or obtaining services under this Agreement.

SECTION SEVEN. Right to Terminate. Either party may terminate the Agreement for any reason upon the terminating party giving the nonterminating party no less than one-hundred eighty (180) days written notice thereof. In addition, should the County fail to pay the City pursuant to Section Three, above, the City shall have the right to terminate following delivery of its written notice to the County of this event and its decision to terminate, and the expiration of thirty (30) days from the date that payment was due.

SECTION EIGHT. City Discretion in Providing Services. The parties understand and agree that City's primary fire fighting responsibilities are in the City and at the site of the greatest emergency; therefore, City reserves the reasonable discretion to delay, to fail to respond, or to pull away from any call, whether in City or out, in order to respond adequately to an in-City report, or to other emergencies of the greatest degree, as solely determined by City.

SECTION NINE. City's Control. It is expressly understood that in the performance of the obligations taken under this Agreement, City is an independent contractor with the sole right to supervise, manage, control and direct the provision of its employees and agents. Further, County shall look to the City for performance only and shall have no right at any time to direct or supervise the City, its agents, officers, directors, employees or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the parties.

SECTION TEN. Compliance with Law. City shall observe and comply with all federal, state, and local laws, rules, ordinances, and regulations in providing services under this Agreement.

SECTION ELEVEN. Miscellaneous.

- A. For purposes of this Agreement, all notices required hereunder shall be delivered to the following addresses of the respective parties via hand delivery or first class, prepaid mail:

For the City of Kerrville:

City of Kerrville
c/o City Manager
800 Junction Highway
Kerrville, TX 78028

with copy to: City of Kerrville
c/o Fire Chief
87 Coronado
Kerrville, TX 78028

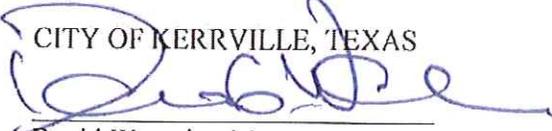
For the County:

Kerr County
c/o County Judge
Kerr County Courthouse
700 Main Street
Kerrville, TX 78028

- B. This Agreement supersedes all written or oral representations of the parties as to the content, obligations or performance of the provision of emergency medical services by City to County. Any modification to this Agreement shall be of no force or effect unless in writing and signed by both parties. Each party hereto certifies that the covenants and obligations stated in this Agreement constitute the duly authorized act and agreement of the respective entity and that the persons affixing their signatures below have obtained all requisite approvals for the execution of this Agreement.
- C. The validity of the Agreement and any of its terms or provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Exclusive venue for any action concerning this Agreement shall be in Kerr County, Texas.
- D. Pursuant to Section 791.015 of the Texas Government Code, the parties may agree to submit disputes arising from this Agreement to the alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code.
- E. In the event an Emergency Services District (ESD) is created whose purpose is to fund the services provided for under this Agreement, County may, at its sole discretion, either terminate all or part of the services provided by City under this Agreement. To be effective, County shall provide a written notice of termination to City with the effective date being 180 days from the date that the City receives such notice or, the end of City's current fiscal year (September 30), whichever time is greater. Should termination occur, the County may assign this Agreement to the ESD, subject to written notice to and approval of the City. At a minimum, such assignment is not effective until the ESD agrees in writing to assume the obligations assigned by the County from this Agreement; once the ESD has agreed to assume the assigned obligations including cost of providing the service or services, the County is released and discharged from its responsibility for those obligations under this Agreement. Otherwise, neither party may assign any right under this Agreement, and any purported assignment will be null and void and a breach of the Agreement.

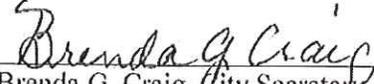
- F. Notwithstanding any provision to the contrary, it is agreed that none of the obligations contained within this Agreement shall run to or be enforceable by any party other than a party to this Agreement.
- G. In the event either party pursues litigation in order to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, in addition to any and all other remedies, costs and damages permitted by law.

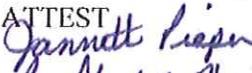
EXECUTED this the 26 day of July, A.D., 2011.

CITY OF KERRVILLE, TEXAS

 David Wampler, Mayor

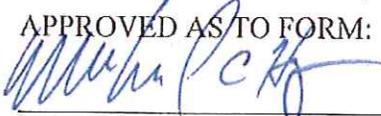
COUNTY OF KERR, TEXAS

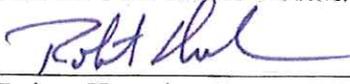
 Pat Tinley, County Judge

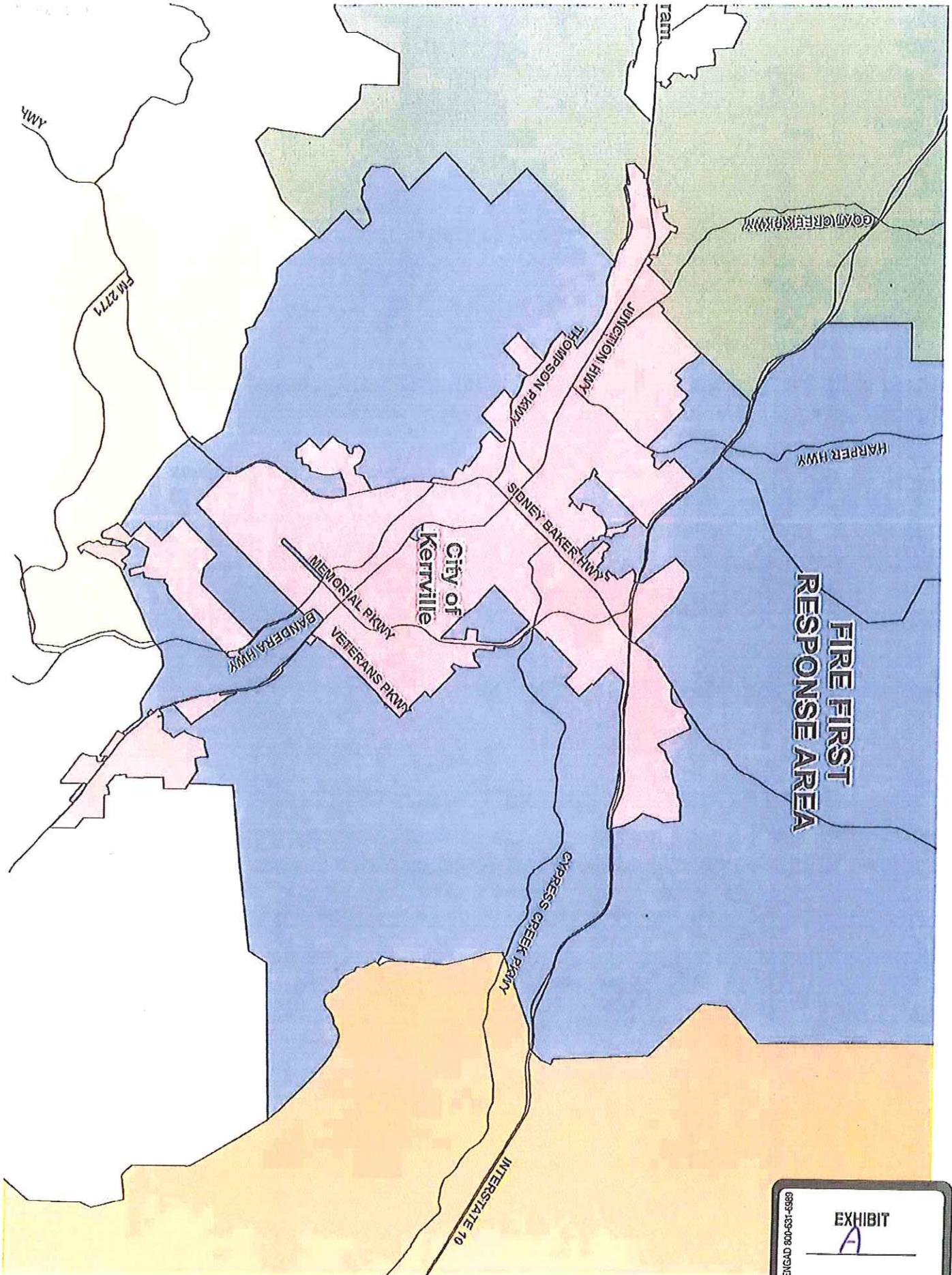
ATTEST
 7-26-11

 Brenda G. Craig, City Secretary

ATTEST

 Jannett Pieper, County Clerk



APPROVED AS TO FORM:

 Michael C. Hayes, City Attorney

APPROVED AS TO FORM:

 Robert Henneke, County Attorney



6963-159-000 (3/13/14)
EXHIBIT
A

4-11-11