

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, SEPTEMBER 24, 2013, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, SEPTEMBER 24, 2013, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Matt Gallo, Chaplain at Peterson Hospice.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Barbara Heckman-Sauer,
Associates of Vietnam Veterans of America.

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:

2A. Proclamation designating Kerrville as a Purple Heart City. (Mayor Pratt)

2B. Proclamation proclaiming October 1, 2013 as National Night Out. (Mayor Pratt)

3. 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:

3A. Minutes of the city council regular meeting held September 10, 2013. (staff)

3B. Resolution No. 34-2013 amending the City of Kerrville fee schedule by revising fees charged for various services and uses provided or offered by the city. (staff)

3C. Grant application to the Federal Emergency Management Agency (FEMA), Assistance to Firefighters Grant Program. (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, September 20, 2013 at 11:45 a.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

3D. Independent brokerage agreement for the sale of City property at 800 Junction Highway, former City Hall site. (staff)

3E. Renewal of Geographic Information System Enterprise License Agreement with Environmental Systems Research Institute, Inc. (staff)

3F. Administrative services contract between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas. (staff)

3G. Request by Baptist Children and Family Services' (BCFS) to waive permitting fees associated with the planned construction of a new transition center for youth. (staff)

END OF CONSENT AGENDA

4. ORDINANCES, SECOND AND FINAL READING:

4A. Ordinance No. 2013-16 levying an ad valorem tax for the use and the support of the municipal government for the City of Kerrville, Texas, for the fiscal year 2014; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. (staff)

4B. Ordinance No. 2013-17, adopting the annual budget for the fiscal year 2014; providing appropriations for each department and fund; containing a cumulative clause; and containing a savings and severability clause. (staff)

4C. Ordinance No. 2013-18 amending in part Ordinance No. 99-18, as amended, by adopting a new residential rate tariff: Burned Veterans' Discount Program rider BVDP for residential electric service administered by the Kerrville Public Utility Board; containing a cumulative clause; containing a savings and severability clause; and establishing an effective date. (KPUB General Manager Tracy McCuan)

5. ORDINANCE, FIRST READING:

5A. Ordinance No. 2013-19 amending various sections of the Code of Ordinances of the City of Kerrville, Texas, to delete and remove fees for various services and amenities provided or offered by the City as said fees are established by the city's fee schedule, which is adopted by resolution of the City Council; containing a savings and severability clause; providing for an effective date; and providing other matters relating 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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Brenda Craig
City Secretary, City of Kerrville, Texas

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Request to abandon and vacate a small portion of Lucille Street from State Highway 27 (Junction Highway) to Woodlawn Avenue. (staff)

6B. Report of the 2013 Charter Review Commission regarding proposed amendments to the City Charter. (John Mosty, Chair)

6C. Appeals by the applicant/operator for reasonable accommodations in accordance with the Ordinance No. 2013-06 group home and boarding home facilities at the following addresses:

1. 818 Bulwer Avenue
2. 929 Pecan Street.

6D. Ethics policy. (staff)

6E. Conceptual plan for Louise Hays Park and Lehmann and Monroe Park improvements. (staff)

7. INFORMATION AND DISCUSSION:

7A. Budget and economic update. (staff)

8. BOARD APPOINTMENTS:

8A. Appointments to the Zoning Board of Adjustment. (staff)

9. ITEMS FOR FUTURE AGENDAS

10. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

11. EXECUTIVE SESSION:

City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property),

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, September 20, 2013 at 11:45 a.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

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:

Pursuant to Section 551.071:

- Appeals by the applicant/operator for reasonable accommodations in accordance with the Ordinance No. 2013-06 group home and boarding home facilities at the following addresses:

1. 818 Bulwer Avenue
2. 929 Pecan Street.

Pursuant to 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 projects:

- Jefferson lift station
- River Trail.

12. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

13. 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.

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, September 20, 2013 at 11:45 a.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Proclamation designating Kerrville as a Purple Heart City. (Mayor Pratt)



City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

PROCLAMATION

WHEREAS, The origin of the Purple Heart began on August 4, 1782 when General George Washington created the Badge of Military Merit, a cloth badge of purple with gold trim and a single word "Merit"; and

WHEREAS, The Purple Heart signifies the sacrifices made by many generations of America's Citizen Soldiers and is a symbol of their willingness to sacrifice all to protect and defend our great country; and

WHEREAS, The Purple Heart is awarded to those military personnel who have been wounded or injured by an instrument of war in the hands of the enemy, or by terrorist actions and posthumously to the next of kin to those who were killed in action or died from their wounds; and

WHEREAS, The City of Kerrville has a rich and proud military heritage whose sons and daughters have earned purple hearts due to their many sacrifices; and

WHEREAS, The Purple Heart medal is one of the most renowned military awards and is the one military honor awarded to many but wanted by few,

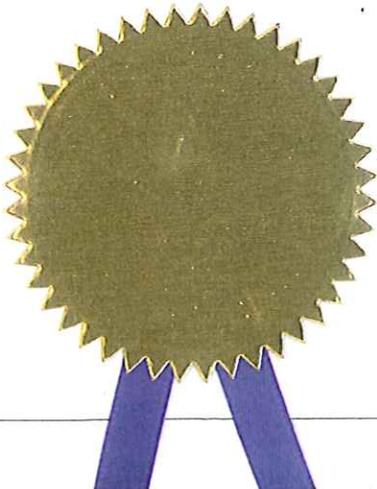
NOW, THEREFORE, the Kerrville City Council, does hereby honor the sacrifices made by those citizens of Kerrville and our great country who have suffered for their commitment and dedication to protect and defend our freedoms and way of life by designating the City of Kerrville, Texas as a

PURPLE HEART CITY

And urge that all citizens of Kerrville, Texas show their appreciation to all those who have placed themselves in harm's way.

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. Proclamation proclaiming October 1, 2013 as National Night Out. (Mayor Pratt)



City of Kerrville

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PROCLAMATION

- WHEREAS,** The National Association of Town Watch (NATW) along with Target as a corporate sponsor, is sponsoring a unique, nationwide crime, drug and violence prevention program on October 1, 2013, entitled "National Night Out"; and
- WHEREAS,** The "30th Annual National Night Out" provides an opportunity for the City of Kerrville to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and
- WHEREAS,** National Night Out is co-sponsored locally by the Kerrville Police Department and Kerr County Sheriff's Office, over 37 million people are expected to participate in 'America's Night Out Against Crime'; and
- WHEREAS,** Residents in neighborhoods throughout Kerr County and across the nation are asked to lock their doors, turn on outside lights and spend the evening outside with neighbors and police; and
- WHEREAS,** According to the national project coordinator, "National Night Out showcases the vital importance of police-community partnerships and citizen involvement in our fight for a safer nation";
- NOW, THEREFORE,** I, Jack Pratt, Mayor of the City of Kerrville, Texas, do hereby proclaim October 1, 2013; as

"NATIONAL NIGHT OUT"

in the City of Kerrville and urge all citizens to join the many neighborhoods throughout Kerrville and Kerr County by hosting special events such as block parties, cookouts, visits from law enforcement and "give crime a going away party".



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

Jack Pratt, Jr., Mayor

Agenda Item:

3A. Minutes of the city council regular meeting held September 10, 2013. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
SEPTEMBER 10, 2013

On September 10, 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 Reverend Stockton Williams, of St. Peter's Episcopal Church, followed by the Pledge of Allegiance led by David Rittenhouse, U.S. Army, Retired.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Carson Conklin	Mayor Pro Tem
Stacie Keeble	Councilmember
Justin MacDonald	Councilmember
Gene Allen	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
Sandra Yarbrough	Director of Finance
Robert Ojeda	Fire Chief
John Young	Police Chief
Charlie Hastings	Director of Public Works
Ashlea Boyle	Special Projects Coordinator

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

1. VISITORS/CITIZENS FORUM:

1A. Gary Noller, representing Hill Country Veterans Alliance, noted: 1) the county budgeted for a veterans' services officer; and 2) the veterans' housing project received a grant of tax credits and the project would move forward.

2. RECOGNITION:

2A. Mayor Pratt read a proclamation proclaiming September 20, 2013 as "Brigadier General Walter Schellhase Day."

2B. Certificate of Recognition to honor Air Force Master Sergeant Bennie Hyde (retired) for unceasing service to veterans was presented by Mayor Pratt.

3. CONSENT AGENDA:

Mr. Conklin moved for approval of agenda items 3A through 3C; Mr. MacDonald seconded the motion and it passed 5-0:

- 3A. Minutes of the Kerrville City Council regular meeting held August 27, 2013.
3B. Promoter racing agreement between City of Kerrville, Texas and High Five Events, LLC for the 2013 Kerrville Triathlon.
3C. Resolution No. 30-2013 canceling the regular meeting of the city council scheduled for December 24, 2013.

END CONSENT AGENDA

5. ORDINANCE, SECOND AND FINAL READING:

5A. Ordinance No. 2013-15 amending the budget for fiscal year 2013 to account for a change to the city's operational budget within the water and sewer fund to appropriate funding for a feasibility study of reclaimed water. Mayor Pratt read the ordinance by title only.

Mr. Parton noted this budget amendment would allocate funds in the utility fund to pay for the effluent study. He recommended approval.

Mr. MacDonald moved for approval of Ordinance No. 2013-15 on second and final reading; Ms. Keeble seconded the motion and it passed 5-0.

7A. Agreement with Freese and Nichols to perform a feasibility study to determine environmental impacts, geotechnical requirements, floodplain analysis, pumping requirements, regulatory requirements, and cost implications for reuse of treated effluent from the wastewater treatment plant in an amount not to exceed \$135,000.00.

Mr. Parton noted the project scope was to evaluate the feasibility of constructing a detention facility to hold effluent from the wastewater treatment plant; he recommended execution of the agreement.

Ms. Keeble moved to authorize the city manager to execute the agreement as presented; Mr. Conklin seconded the motion and it passed 5-0.

The following person spoke:

1. Mack McElvain opined that revenue from the sale of effluent should at least pay for the cost of maintenance for the production, storage, and pumping of the effluent. The study being proposed was for geophysical, geological and geotechnical—not fiscal viability. Drinking water should not be used on golf courses, and effluent should not be sold at a loss. A cost benefit analysis should be the first step before any money was spent.

Mr. Parton noted the scope of the study was to determine the feasibility of the project and evaluate cost and phasing options to determine if it would cash flow. If the project is feasible, the city may proceed with the project; if it is not feasible, the city would not continue the project; the city would not know if the project was feasible until the feasibility study was complete. The study will also evaluate the possibility of treated effluent as a potential water source.

Council noted the financial impact and viability of the project could not be determined without first having the information.

4. PUBLIC HEARINGS AND ORDINANCES FIRST READING :

4A. Second public hearing to set the 2013 ad valorem tax rate.

Mr. Parton reviewed the schedule for setting the tax rate and adopting the budget; proposed first reading of ordinance to adopt the tax rate is Item 4B; final adoption would occur on second reading on September 24.

Mayor Pratt declared the public hearing open at 6:23 p.m., no one spoke and Mayor Pratt closed the public hearing at 6:24 p.m.

4B. Ordinance No. 2013-16 levying an ad valorem tax for the use and the support of the municipal government for the City of Kerrville, Texas, for the fiscal year 2014; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. Mayor Pratt read the ordinance by title only.

Council noted the city was adopting the same tax rate it has had for the past five years and questioned why the motion had to state that the city council was increasing the tax rate.

Mr. Hayes noted the tax rate remained the same as the past five years; however, an increase in property valuation resulted in increased tax revenue of \$75,000, which technically was a .14% increase; therefore the Truth in Taxation statute required this wording.

Mr. MacDonald moved that the property tax rate be increased by the adoption of a tax rate of \$0.5625, which was effectively at .14% increase in the tax rate, and for approval of Ordinance No. 2013-16 on first reading; Mr. Conklin seconded the motion and it passed 5-0 upon record vote as follows:

Mayor Pratt	Aye
Mayor Pro Tem Conklin	Aye
Councilmember Allen	Aye
Councilmember Keeble	Aye
Councilmember MacDonald	Aye.

No one voted against the motion.

4C. Public hearing to set the budget for fiscal year 2014.

Mr. Parton stated the FY2014 budget totaled \$21.9 million and he noted the following: 1) Budget was based on the current tax rate of \$0.5625, 2) Added \$830,000 to the reserve fund, 3) Maintained current level of service and operation, 4) Implemented the first step in the salary compensation plan, and 5) No utility rate increase. He also noted the utility fund would cover expenses and add up to \$13 million pay-as-you-go funding for capital projects in the next five years.

Mayor Pratt declared the public hearing open at 6:28 p.m., no one spoke and Mayor Pratt closed the public hearing at 6:28 p.m.

4D. Ordinance No. 2013-17, adopting the annual budget for the fiscal year 2014; providing appropriations for each department and fund; containing a cumulative clause; and containing a savings and severability clause. Mayor Pratt read the ordinance by title only.

Mr. Conklin moved for approval of Ordinance No. 2013-17 on first reading; Ms. Keeble seconded the motion and it passed 5-0.

5. ORDINANCE, SECOND AND FINAL READING:

5A. Ordinance No. 2013-15 amending the budget for fiscal year 2013 to account for a change to the city's operational budget within the water and sewer fund to appropriate funding for a feasibility study of reclaimed water.

This matter was heard earlier in the meeting following Item 3C.

6. ORDINANCE, FIRST READING:

6A. Ordinance No. 2013-18 amending in part Ordinance No. 99-18, as amended, by adopting a new residential rate tariff: Burned Veterans' Discount Program rider BVDP for residential electric service administered by the Kerrville Public Utility Board; containing a cumulative clause; containing a savings and severability clause; and establishing an effective date. Mayor Pratt read the ordinance by title only.

Mike Wittler, KPUB Chief Operating Officer, noted the Texas Legislature approved an amendment to the utilities code that would allow payment assistance for military veterans who suffered the effect of severe burns received in combat and which resulted in significant decreased ability to regulate body temperature. On August 21 KPUB took action to establish a discount of \$90 per month, April through October, for residential customers meeting these criteria, and authorized KPUB staff to bring this discount program to the city council for approval. He estimated the financial impact to be insignificant, one-quarter of one cent per customer per month.

Mr. MacDonald moved for approval of Ordinance No. 2013-18 on first reading as presented; Mr. Conklin seconded the motion and it passed 5-0.

7. CONSIDERATION AND POSSIBLE ACTION:

7A. Agreement with Freese and Nichols to perform a feasibility study to determine environmental impacts, geotechnical requirements, floodplain analysis, pumping requirements, regulatory requirements, and cost implications for reuse of treated effluent from the wastewater treatment plant in an amount not to exceed \$135,000.00.

This matter was discussed earlier in the meeting prior to Item 4A.

7B. Administrative services contract between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas.

Ms. Boyle noted the current contract would expire September 30. Staff did not have any specific changes to recommend, but requested council's input prior to presenting the contract to EIC on September 23. Final council approval would be scheduled for the next meeting.

Ms. Keeble moved to authorize staff to present the contract to EIC without any changes. Mr. Conklin seconded the motion and it passed 5-0.

7C. Ethics policy.

Mr. Hayes reported that he had not received any changes from city council since the last meeting.

Council noted that several sections in the ethics policy were addressed in the city charter and state law. The consensus was to leave such items in the policy so all requirements were specified in one central document rather than having to refer to multiple documents. The policy would have to be amended when affected by changes in the charter or state law. Council asked that this item be placed on the next agenda for vote; councilmembers would submit any changes to Mr. Hayes by September 13.

7D. Resolution No. 32-2013 declaring the public necessity to acquire a 0.002 of an acre (662 square feet) and a 0.192 of an acre (8,375 square feet) recreation easements (public river trail); both property interests situated in the J.A. Southmayd Survey No. 148, Abstract 288, in the City of Kerrville, Kerr County, Texas, and generally located north of the intersection of Old F.M. 689 and State Highway Loop 534 with a street address of 2140 Old F.M. 689; said easements are required for the extension of a public river trail adjacent to and along the Guadalupe River; determining the public necessity for such acquisition; authorizing the acquisition of property interests necessary for the river trail expansion; authorizing the city manager or designee to take all steps necessary to acquire the property interests in compliance with all applicable laws; and authorizing the city attorney to acquire the property interests through eminent domain if negotiations between the city and the property owners are not successful. Mayor Pratt read the resolution by title.

Ms. Keeble filed a conflict of interest affidavit and left the meeting at 6:45 p.m.

Mr. Parton noted that counteroffers had been made by the property owners of both Items 7D and 7E and requested council discuss those offers in executive session. He recommended approval of the resolution authorizing staff to initiate the eminent domain process in the event that negotiations were unsuccessful.

Council noted the following:

- The city projects were underway and needed to proceed.
- The easements were on vacant unimproved land in the floodplain.
- There had been tentative agreements with the property owners in 7D and 7E in the past for both utility and recreation easements.

Mr. MacDonald moved that the City of Kerrville authorize the use of the power of eminent domain to acquire two recreation easements for a river trail across land generally located adjacent to the Guadalupe River and located north of the intersection of Old F.M. 689 and State Highway 534, with a street address of

2140 Old F.M. 689, and for adoption of Resolution No. 32-2013; Mr. Conklin seconded the motion and it passed 4-0-1 on record vote as follows: Councilmembers Allen, Conklin, MacDonald, and Mayor Pratt voted in favor of the motion; no one voted against the motion; and Ms. Keeble abstained.

7E. Resolution No. 33-2013 declaring the public necessity to acquire a 0.085 of an acre (3,695 square feet) and a 0.014 of an acre (455 square feet) recreation easements (public river trail); both property interests situated in the William Francis Survey No. 146, Abstract 137, in the City of Kerrville, Kerr County, Texas, and located on property with a street address of 1609-B State Highway 173 (Bandera Highway); said easements are required for the extension of a public river trail adjacent to and along the Guadalupe River; determining the public necessity for such acquisition; authorizing the acquisition of property interests necessary for the river trail expansion; authorizing the city manager or designee to take all steps necessary to acquire the property interests in compliance with all applicable laws; and authorizing the city attorney to acquire the property interests through eminent domain if negotiations between the city and the property owners are not successful. Mayor Pratt read the resolution by title.

Mr. Parton recommended approval of the resolution authorizing staff to initiate the eminent domain process if staff was unable to negotiate a successful agreement with the owner.

Mr. Allen moved that the City of Kerrville authorize the use of the power of eminent domain to acquire two recreation easements for a river trail across land generally located adjacent to the Guadalupe River and located on property with a street address of 1609-B State Highway 173, and approval of Resolution No. 33-2013; Mr. MacDonald seconded the motion and it passed 4-0-1 on record vote as follows: Councilmembers Allen, Conklin, MacDonald, and Mayor Pratt voted in favor of the motion; no one voted against the motion; and Ms. Keeble abstained.

Ms. Keeble returned to the meeting at 6:50 p.m.

7F. Resolution No. 31-2013 supporting community-wide quarterly "Kerrville Beautification Days."

Ms. Boyle noted the Beautification Advisory Committee (BAC) proposed to establish quarterly beautification days to increase public awareness and involvement in community cleanup efforts. The resolution would establish beautification days on the third Saturday in January, April, July, and October.

The council also discussed:

- Keep Texas Beautiful and the experience and resources that organization offered.
- City sponsoring roll off containers for trash disposal during cleanup days.

Mr. MacDonald moved for approval of Resolution No. 31-2013 as presented; Mr. Allen seconded the motion and it passed 5-0.

8. **ITEMS FOR FUTURE AGENDAS:** None.

9. **ANNOUNCEMENTS OF COMMUNITY INTEREST:**

9A. Citizens were encouraged to display the American Flag on September 11, 2013, the 12th anniversary of 9/11.

9B. Grand re-opening of the Friends of the Butt-Holdsworth Memorial Library on October 13, 5-9:00 p.m.

9C. Sock hop on the downtown star Saturday, September 14 from 5-7:00 p.m.

10. **EXECUTIVE SESSION:**

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

- Jefferson lift station
- River Trail.

Ms. Keeble left the meeting at 6:59 p.m.

At 6:59 p.m. the regular meeting recessed and council went into executive closed session at 7:00 p.m. At 7:08 p.m. the executive closed session recessed and council returned to open session at 7:09 p.m. The mayor announced that no action had been taken in executive session.

11. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION:** None

ADJOURNMENT. The meeting adjourned at 7:09 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

3B. Resolution No. 34-2013 amending the City of Kerrville fee schedule by revising fees charged for various services and uses provided or offered by the city. (staff)

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

SUBJECT: Resolution Approving FY14 Fee Schedule

FOR AGENDA OF: September 24, 2013 **DATE SUBMITTED:** September 13, 2013

SUBMITTED BY: Sandra Yarbrough **CLEARANCES:** Todd Parton
Director of Finance City Manager

EXHIBITS: Resolution, FY14 Fee Schedule

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

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

SUMMARY STATEMENT

The attached fee schedule is proposed for FY14. The schedule shows the FY13 approved and the FY14 proposed fees.

RECOMMENDED ACTION

Approve resolution to accept the FY14 fee schedule.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 34-2013**

**A RESOLUTION AMENDING THE CITY OF KERRVILLE FEE
SCHEDULE BY REVISING FEES CHARGED FOR VARIOUS SERVICES
AND USES PROVIDED OR OFFERED BY THE CITY**

WHEREAS, the City Council of the City of Kerrville adopted a Fee Schedule by Resolution No. 91-138 on September 24, 1991, and has amended said document on a number of occasions; and

WHEREAS, City staff recommends fees charged for various services and uses provided or offered by the City be changed, and the City Council has determined it is in the public interest of the citizens of Kerrville to revise such fees;

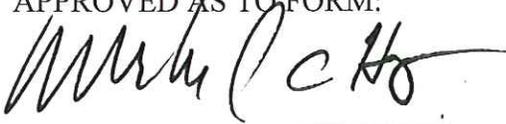
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

The Fee Schedule of the City of Kerrville, Texas, is amended as set forth in **Exhibit A**, attached hereto and incorporated herein by reference, such changes to be effective October 1, 2013.

PASSED AND APPROVED ON 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

**CITY OF KERRVILLE
FEE SCHEDULE**

ADMINISTRATION DEPARTMENT

COPIES OF PUBLIC INFORMATION:

Standard size paper copy

Non-standard size copy:

Computer diskettes

Computer magnetic tape

Audio cassette

Oversized paper copy

Other

Labor charge (per hour and if applicable under state law)

Overhead charge (if applicable under state law)

Microfiche or microfilm charge:

Paper copy

Fiche or film copy

Remote document retrieval

	Adopted FY 2013	Proposed FY 2014
per page	\$0.10	\$0.10
each	\$1.00	\$1.00
each	\$10.00	\$10.00
each	\$1.00	\$1.00
per page	\$0.50	\$0.50
ACTUAL COST		
per hour	\$15.00	\$15.00
20% of Personnel Charge		
per page	\$0.10	\$0.10
ACTUAL COST		
ACTUAL COST		

FAX TRANSMISSIONS:

Local

Long distance, same area code

Long distance, different area code

Other costs

per page	\$0.10	\$0.10
per page	\$0.50	\$0.50
per page	\$1.00	\$1.00
ACTUAL COST		

DOWNTOWN RESTROOM AFTER HOURS USE (Between 5:30 PM and 9:30 AM):

User Fee Per Day

More than 4 hours

Less than 4 hours

Deposit (refundable)

+ 4 hrs/Day	\$50.00	\$50.00
- 4hrs/Day	\$25.00	\$25.00
	\$100.00	\$100.00

VEHICLE FOR HIRE PERMIT:

each	\$25.00	\$25.00
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NATURAL GAS TRANSPORTED THROUGH PIPELINE:

NOTE: Fee is equal to 3% of purchase price of gas transported or delivered within the City during the preceeding month for consumption or use within the City.

	see note	see note
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CODE COMPLIANCE

JUNK YARD OPERATION LICENSE:

	\$5.00	\$5.00
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PEDDLERS AND SOLICITORS FEES:

Base Charge

per year	\$600.00	\$600.00
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For Each Additional Person

For Each Additional Person

Deposit (refundable)

30 days	\$10.00	\$10.00
1 year	\$100.00	\$100.00
	\$750.00	\$750.00

Exemptions

- * Temporary special events, sales and festivals sponsored by charitable organizations (recognized by Internal Revenue Service), governmental subdivisions, school districts, Chamber of Commerce or Convention and Visitor's Bureau and other special events approved by Council, provided the organizer/operator of said events provides the information required for an open air market.
- * Traveling salesman or solicitor calling only upon commercial businesses.
- * Garage sales.
- * A business with a separate business location in the City that furnishes proof of payment to the payment to the City of all ad valorem and personal property tax the due.
- * Six or more businesses that are organized in a sales show, convention, or similiar sale by an indoor shopping mall, hotel, or similar sponsor.
- * Businesses conducted in an open air market in compliance with all laws and applicable zoning regulations.
- * Sale of fresh produce (fruit, nuts, and vegetables)
- * Sale of firewood

SEXUALLY ORIENTED BUSINESSES:

- Annual License
- Annual Fee per Employee

	Adopted FY 2013	Proposed FY 2014
per business	\$500.00	\$500.00
per employee	\$50.00	\$50.00

TRAVELING SHOW AND EXHIBITION LICENSE:

Exceptions

Carnivals, circuses, travel shows, tent shows, exhibits, menagerie which are actually operated by volunteers of a public school, bona fide charity, or a service organization located in Kerr County

30 days	\$100.00	\$100.00
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EMERGENCY MEDICAL SERVICES

RESPONSE/TRANSPORTATION:

- Basic Life Support - Non Emergency
- Basic Life Support - Emergency
- Advanced Life Support 1 - Non Emergency
- Advanced Life Support 1 - Emergency
- Advanced Life Support 2 - Emergency
- Specialty Care Transport
- Aid Only - No Transport
- Dedicated Standby
- Response Fee
- Local Transport - No Supplies Used
- Mileage

per person	\$405.40	\$417.92
per person	\$648.64	\$668.66
per person	\$486.48	\$521.50
per person	\$770.26	\$814.04
per person	\$1,114.86	\$1,149.28
per person	\$1,114.86	\$1,149.28
per person	\$150.00	\$150.00
per hour	\$100.00	\$100.00
per person	\$75.00	\$75.00
no supplies	\$150.00	\$150.00
per loaded mile	\$20.82	\$21.48

SUPPLY/PROCEDURE CHARGES:

- IV Administration
- Medication Administration
- Bandaging and Splinting

per procedure	\$20.00	\$20.00
per procedure	\$30.00	\$30.00
per procedure	\$20.00	\$20.00

NON EMERGENCY TRANSFER AGREEMENT:

- Local Transport
- Local Mileage

per person	\$150.00	\$163.83
per loaded mile	\$20.82	\$8.42

NON EMERGENCY AMBULANCE LICENSE:

- Annual License
- Annual Ambulance Permit
- Re-issue for Lost Permit
- Inspection Reschedule Fee

per year		\$400.00
per unit		\$150.00
per unit		\$50.00
per unit		\$50.00

ENGINEERING DEPARTMENT

FLOODPLAIN DEVELOPMENT PERMIT:

each	\$25.00	\$25.00
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MAPPING INFORMATION:

- Subdivision Specifications
- City Survey Coordinate System Book
- B & W
- Color
- B & W
- Color
- B & W
- Color
- 36" x 54" ETJ Maps
- Digital Map on Disk

each	\$25.00	\$25.00
each	\$30.00	\$30.00
each	\$3.00	\$3.00
each	\$5.00	\$5.00
each	\$5.00	\$5.00
each	\$7.00	\$7.00
each	\$10.00	\$10.00
each	\$25.00	\$25.00
each	\$25.00	\$25.00
each	\$30.00	\$30.00

CONSTRUCTION INSPECTION OVERTIME:

per hour	\$35.00	\$35.00
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LAND RECORD FILING FEES:*

- First page
- Second page and each additional
- Names in excess of 5 names to be indexed
- Records Management Fees per document
- Courthouse Security Fee per document
- Records Archive Fee per document

each	\$5.00	\$5.00
each	\$4.00	\$4.00
each	\$0.25	\$0.25
each	\$5.00	\$5.00
each	\$1.00	\$1.00
each	\$5.00	\$5.00

* Fees are subject to change based on the County's fee schedule and will be charged accordingly.

FIRE DEPARTMENT

REQUEST FOR PUBLIC INFORMATION:

Hard Copy (Paper) Format - See Administrative Fee Schedule
 Electronic Format - See Administrative Fee Schedule

	Adopted FY13	Proposed FY14
PLAN REVIEW FEE: (credited toward permit when permit is approved)	50% of Permit Fee	50% of Permit Fee
OUTDOOR BURN PERMITS:		
Cermonial Fire Permits (Bonfires)	\$250.00	\$250.00
Controlled burns	\$150.00	\$150.00
Recreational fire (less than 3 feet diameter and 2 feet in height)	N/C for permit	
BULK STORAGE AND DISPENSING OF LP GAS:	\$100.00	\$100.00
STORAGE OF PORTABLE LP GAS CONTAINERS: (awaiting use or resale)	\$20.00	\$20.00
STORAGE OR HANDLING OF COMPRESSED GASES: (in excess of amounts listed in Table 105.6.9 of the e2006 <i>International Fire Code</i>)	\$5,100.00	\$50.00
BLASTING PERMIT:	\$150.00	\$150.00
COMMERCIAL BAR-B-QUE PIT:	\$25.00	\$20.00
UNDERGROUND FUEL STORAGE TANK REMOVAL:	\$75.00	\$75.00
TENT, CANOPY, MEMBRANE STRUCTURE PERMIT:	\$20.00	\$20.00
SPRAY ROOM, DIP TANK OR BOOTH: (used for flammable or combustible finishes)	\$75.00	\$50.00
INDUSTRIAL OVEN PERMIT:	\$25.00	\$25.00
INDUSTRIAL OVEN INSTALLATION, REPAIR, OR MODIFICATION:	\$100.00	\$40.00
COOKING HOOD FIRE SUPPRESSION SYSTEM:		\$50.00
LIQUID PROPANE TANK INSTALLATION:	\$75.00	\$75.00
UNDER/ABOVE GROUND FUEL STORAGE TANK:		
Repair/replace existing tank	\$40.00	\$40.00
Repair/replace existing product line	\$40.00	\$40.00
WATER FLOW TEST:	\$75.00	\$75.00
PROFESSIONAL PYROTECHNICAL DISPLAY:	\$350.00	\$250.00
FIRE SPRINKLER:		
Above ground - new installation, repair, remodel, or addition	+\$.25 per Head	\$50.00
Underground - new installation, repair, remodel, or addition	\$75.00	\$50.00
Standpipe system - new installation, repair, remodel, or addition	\$75.00	\$50.00
FIRE PUMP / EQUIPMENT INSTALLATION / MODIFICATION:	\$100.00	\$50.00
FIRE ALARM INSTALLATION (new, repair, remodel, or addition):	+\$1.00 per device	\$50.00
ALL OTHER FIRE PROTECTION/DETECTION SYSTEMS:	\$75.00	\$50.00
ELECTRIC CONTROLLED SECURITY GATES, DELAY EGRESS LOCKS, SECURITY GRILLS, ACCESS-CONTROLLED EGRESS DOORS, ETC.:	50.00/ system +	\$20.00

	Adopted FY 2013	Proposed FY 2014
FALSE FIRE ALARM FEE:		
More than 3 times but less than 6 in preceding 12 months	\$50.00	\$50.00
More than 5 times but less than 8 in preceding 12 months	\$75.00	\$75.00
Eight (8) or more times in preceding 12 months	\$100.00	\$100.00
RE-INSPECTION FEE REQUESTED/SCHEDULED (excludes annual fire inspection):		
First inspection list(s) is/are not completed on first and subsequently thereafter	per scheduled \$50.00	\$50.00
Not ready for inspection on arrival	per scheduled \$50.00	\$50.00
Contractor fails to keep appointment	per scheduled \$50.00	\$50.00
No access to site or building	per scheduled \$50.00	\$50.00
FIRE INSPECTIONS REQUESTED/SCHEDULED - NON BUSINESS HOURS:		
Non-Holiday (2 hour minimum, paid in advance)	per hour \$60.00	\$60.00
City recognized holiday (2 hour minimum, paid in advance)	per hour \$80.00	\$80.00
HAZARDOUS MATERIALS PERMIT:	\$100.00	\$50.00
FLAMABLE/COMBUSTIBLE LIQUIDS - STORAGE/HANDLING/DISPENSING:	\$75.00	\$75.00
MISCELLANEOUS COMBUSTIBLE STORAGE:	\$75.00	\$75.00
HIGH PILE STORAGE PERMIT:	\$75.00	\$50.00
STATE MANDATED OCCUPANCY INSPECTION - OUTSIDE CITY LIMITS:		
Daycare, Foster Care, Adoption	7 or fewer children \$50.00	\$50.00
Daycare, Halfway Houses, Group Care, MHMR	7 or more children \$75.00	\$75.00
Youth Camps and Day Camps	\$150.00	\$150.00
Schools and Instructional Facilities	\$150.00	\$150.00
Hospital, Nursing Home, Assisted Living Facility Inspection	\$150.00	\$150.00
All Other	\$100.00	\$100.00
FIRE PUMP ACCEPTANCE TEST:	\$100.00	\$100.00
EVENT PERMIT (carnivals and fairs):	\$75.00	\$75.00
HOT WORK PERMIT:	\$50.00	\$20.00
AMUSEMENT BUILDING PERMIT:	\$50.00	\$50.00
EXHIBIT OR TRADE SHOW PERMIT:	\$50.00	\$50.00
OTHER PERMIT:		
Any other permit designated by the <i>International Fire Code</i>	\$20.00	\$20.00
CHANGE OF OCCUPANCY INSPECTION:	\$20.00	\$20.00
INVESTIGATION FEE:		
If Permit is issued after constructions is started without an approved permit	Permit Fee Amt	Permit Fee Amt
APPEAL TO BUILDING BOARD OF ADJUSTMENTS AND APPEALS:	\$150.00	\$150.00

GOLF: SCOTT SHREINER MUNICIPAL GOLF COURSE

	Adopted	Proposed
	FY 2013	FY 2014
GREEN FEES:		
Regular		
Weekday	\$11.00/\$18.00	\$12.00/\$20.00
Weekend and holidays*	\$17.00/\$24.00	\$18.00/\$27.00
Member		
Weekday	\$5.00/\$6.00	\$5.00/\$6.00
Weekend and holidays*	\$6.00/\$7.00	\$6.00/\$7.00
Junior		
Weekday	\$2.75/\$4.00	\$2.75/\$4.00
Weekend and holidays*	\$5.50 / \$6.75	\$5.50 / \$6.75
CART RENTAL:		
Full Cart	\$12.00/\$22.00	\$12.00/\$22.00
Half Cart	\$6.00/\$11.00	\$6.00/\$12.00
TRAIL FEE:		
Member Private Cart w/annual Private Cart Fee	\$4.00/\$7.00	\$4.00/\$7.00
Non-member Private Cart	\$6.00/\$11.00	\$6.00/\$11.00
Private Cart Passenger w/annual Private Cart Fee	\$4.00/\$7.00	\$4.00/\$7.00
Private Cart Passenger w/o annual Private Cart Fee	\$5.50/\$11.00	\$5.50/\$12.00
MEMBER DUES:		
Annual Golf - First family member	per year \$500.00	\$550.00
Annual Golf - Second family member	per year \$400.00	\$450.00
Quarter Golf - First family member	per quarter \$200.00	\$200.00
Annual Private Cart	per year \$220.00	\$220.00
NOTE: All annual fees shall expire on the same date. Should a second annual fee be required, it shall be prorated to expire on the same date as the first annual fee with all subsequent payments due and payable at the same time.		
CART STORAGE:		
Annual	per year \$420.00	\$420.00
Quarterly	per quarter \$140.00	\$140.00
NOTE: The City can only accept payments up to ONE period (quarter or annual) in advance.		
SPECIAL GOLF FEES:		
Senior rate (65 or older) - green fees only	\$13.00	\$14.00
Senior rates (65 or older) - cart rental	\$11.00	\$11.00
Twilight Fees		
Starts at 2:00 PM (green fees only)		
Member - Weekday	weekday only \$3.00	\$3.00
Member - Weekend *	weekend only \$4.00	\$4.00
Non-Member - Weekday	weekday only \$11.00	\$11.00
Non-Member - Weekend *	weekend only \$14.75	\$14.75
Tournament/Promtion Fees (minimum - 25 individual players)		
Standard group rate for 25+ players Weekday/ Weekend afternoons	per player \$25.00	\$25.00
Standard group rate for 25+ players Weekend mornings	per player \$35.00	\$35.00
Driving Range Fees		
Small Bucket	per bucket \$3.00	\$3.00
Large Bucket	per bucket \$5.00	\$6.00
Driving Range Membership - Annual	per year \$300.00	\$300.00
Driving Range Membership - Quarterly	per quarter \$100.00	\$100.00
Rental Clubs	\$15.00/\$25.00	\$15.00/\$25.00
Pull Carts	\$3.00/\$6.00	\$3.00/\$6.00

* WEEKEND RATES APPLY FRIDAY THROUGH SUNDAY.

HEALTH DEPARTMENT

HEALTH PERMITS (by total floor area - square footage):

- 0 < 1,000
- 1,000 - 1,900
- 2,000 - 2,900
- 3,000 - 3,999
- 4,000 - 4,999
- 5,000 - 10,000
- > 10,000

	Adopted FY 13	Proposed FY 14
square footage	\$70.00	\$70.00
square footage	\$85.00	\$85.00
square footage	\$100.00	\$100.00
square footage	\$125.00	\$125.00
square footage	\$150.00	\$150.00
square footage	\$200.00	\$200.00
square footage	\$350.00	\$350.00

CATERING ESTABLISHMENT PERMITS:

- 0 < 1,000
- 1,000 - 1,900
- 2,000 - 2,900
- 3,000 - 3,999
- 4,000 - 4,999
- 5,000 - 10,000
- > 10,000

square footage	\$70.00	\$70.00
square footage	\$85.00	\$85.00
square footage	\$100.00	\$100.00
square footage	\$125.00	\$125.00
square footage	\$150.00	\$150.00
square footage	\$200.00	\$200.00
square footage	\$350.00	\$350.00

BARS AND LOUNGES - FREE STANDING

- 0 < 1,000
- 1,000 - 1,999
- 2,000 - 2,999
- 3,000 - 3,999
- 4,000 - 4,999
- 5,000 - 10,000
- > 10,000

square footage	\$70.00	\$70.00
square footage	\$85.00	\$85.00
square footage	\$100.00	\$100.00
square footage	\$125.00	\$125.00
square footage	\$150.00	\$150.00
square footage	\$200.00	\$200.00
square footage	\$350.00	\$350.00

Exemptions: Taxing authorities, non-profit organizations

HEALTH PERMIT - LATE FEE (after October 15 in addition to original permit):

per permit	\$50.00	\$50.00
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NON-PROFIT ORGANIZATION:

per event	\$10.00	\$10.00
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CERTIFICATE OF OCCUPANCY INSPECTION:

per site	\$50.00	\$50.00
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FOOD ESTABLISHMENT PLAN REVIEW:

per site	\$25.00	\$25.00
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REINSPECTION FEES:

- First Reinspection
- Second Reinspection
- Subsequent Reinspection

No charge		
same violation	\$100.00	\$100.00
same violation	\$150.00	\$150.00

AFTER HOURS INSPECTION - EMERGENCY (4 hr minimum):

per hour	\$50.00	\$50.00
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SANITATION AND ENVIRONMENTAL INSPECTIONS (foster homes, day care, pools):

per site	\$40.00	\$40.00
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SEMI PUBLIC POOLS/SPAS (single pool facilities):

single	\$75.00	\$75.00
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ADDITIONAL SEMI PUBLIC POOLS/SPAS (single pool facilities):

per unit	\$25.00	\$25.00
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TEMPORARY FOOD SERVICE ESTABLISHMENT - SPECIAL EVENT:

14 day	\$35.00	\$35.00
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SEASONAL PERMITS:

- SEASONAL (non-hazardous foods)
- SEASONAL (non-hazardous foods)
- SEASONAL (potentially hazardous foods)
- SEASONAL (potentially hazardous foods)

10 month	\$50.00	\$50.00
per event	\$10.00	\$10.00
10 months	\$100.00	\$100.00
per event	\$15.00	\$15.00

MANIFEST BOOKS:

per book	\$5.00	\$5.00
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MOBILE FOOD ESTABLISHMENT PERMITS:

- UNRESTRICTED Mobile Food Establishment (peddlers permit required also):
- RESTRICTED Mobile Food Establishment (peddlers permit required also):

per unit	\$150.00	\$150.00
per unit	\$50.00	\$50.00

	Adopted FY 13	Proposed FY 14	
CATERING LICENSE:	annual	\$70.00	\$70.00
GENERAL SERVICE CATERING VEHICLE:	each	\$75.00	\$75.00
REPLACE LOST, STOLEN, DAMAGED PERMIT OR CERTIFICATE:	each	\$5.00	\$5.00
PEDDLERS PERMIT:	See Administrative Fee Schedule		

INSPECTION DEPARTMENT

PROFESSIONAL AND OCCUPATIONAL LICENSES:			
General Contractor License	initial issue	\$500.00	\$500.00
General Contractor License Renewal	annual	\$100.00	\$100.00
General Contractor License / Single Project (currently charged at GC rate)	per project	\$100.00	\$100.00

BUILDING, CONSTRUCTION, DEMOLITION PERMITS (single family by value):			
\$1,000 and less	per permit	\$25.00	\$25.00
\$1,001 - \$50,000 (\$25.00 first \$1,000, plus)	per/\$1,000	\$5.00	\$5.00
\$50,001 - \$100,000 (\$270.00 first \$50,000, plus)	per/\$1,000	\$4.00	\$4.00
\$100,001 - \$500,000 (\$470.00 for first \$100,000, plus)	per/\$1,000	\$3.00	\$3.00
\$500,001 and up (\$1,670.00 for first \$500,000, plus)	per/\$1,000	\$2.00	\$2.00
NOTE: Value of construction is the greater of value quoted by contractor or calculated value using the ICC project valuation tables			

DEMOLITION AND MOVING DEPOSIT:	per structure	\$500.00	\$500.00
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BUILDING, CONSTRUCTION, DEMOLITION PERMITS (commercial by value):			
\$1,000 and less	per permit	\$25.00	\$25.00
\$ 1,001 and greater	per/\$1,000	\$5.00	\$5.00
\$500,000 and greater (approval of City Manager, fees may be determined by actual cost of service)	per permit	TBD	TBD

DEMOLITION AND MOVING DEPOSIT:	per structure	\$500.00	\$500.00
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BUILDING, CONSTRUCTION, DEMOLITION PLAN REVIEW:			
Plan review fee is due at permit application	50% of Building Permit Fee		

ELECTRICAL PERMITS:			
Circuits	per permit	\$40.00	\$40.00
Fixtures	per unit	\$2.00	\$2.00
Motors (1 hp or smaller)	per unit	\$0.50	\$0.50
Motors (over 1 to 10 hp)	per unit	\$2.00	\$2.00
Motors (over 10 to 25 hp)	per unit	\$2.50	\$2.50
Motors (over 25 hp)	per unit	\$3.00	\$3.00
Services	per unit	\$5.00	\$5.00
Services (per additional meter)	per unit	\$7.50	\$7.50
Appliances (range, water heater, dishwasher, disposal, dryer)	per unit	\$7.50	\$7.50
Equipment (welder)	per unit	\$2.00	\$2.00
Equipment (transformers)	per unit	\$3.00	\$3.00
Equipment (other)	per unit	\$5.00	\$5.00
Signs	per unit	\$3.00	\$3.00
Neon signs for transformer	per unit	\$5.75	\$5.75
	per unit	\$1.00	\$1.00

PLAN REVIEW FEE:			
First Review (due at permit application, includes review of minor changes)		50% of permit fee	50% of permit fee
Subsequent Review (due to substantial submittal or project changes)	per hour	\$60.00	\$60.00

	Adopted FY 13	Proposed FY 14
REINSPECTION FEE:		
First reinspection fee	\$0.00	\$0.00
Second reinspection fee	\$100.00	\$100.00
Subsequent reinspection	\$150.00	\$150.00
CHANGE OF CONTRACTOR ON ACTIVE PERMIT:		
Administrative fee	\$100.00	\$100.00
NOTE: Regular permit fees and requirements apply to new contractor for changes to original plans		
SPECIAL INSPECTION FEE:		
During business hours	\$50.00	\$50.00
After business hours - scheduled	\$50.00	\$50.00
After business hours - emergency	\$50.00	\$50.00
IRRIGATION SYSTEM PERMITS (landscape systems):		
City water customer		
Permit - \$30.00 plus	\$3.00	\$3.00
Plan review	50% of permit fee	
Non-city water customer		
Permit - \$45.00, plus minimum of 2 inspections	\$100.00	\$100.00
Plan review	50% permit fee	
PLUMBING AND GAS PERMITS:		
Permit	\$30.00	\$30.00
Fixtures	\$2.20	\$2.20
Building drain	\$7.50	\$7.50
Water heater and/or Vent	\$10.00	\$10.00
Gas Piping (1 - 5 outlets)	\$10.00	\$10.00
Piping for water treatment	\$7.50	\$7.50
Replace sewer yard line	\$10.00	\$10.00
MECHANICAL PERMITS:		
Permit	\$30.00	\$30.00
First \$1,000.00 value, or part thereof	\$15.00	\$15.00
Each additional \$1,000.00 value over first \$1,000.00	\$3.00	\$3.00
INSPECTION FEE:		
Add or replace electrical wiring or panel	\$15.00	\$15.00
Replacement equipment	\$15.00	\$15.00
New equipment	\$15.00	\$15.00
Alter existing equipment	\$10.00	\$10.00
CHANGE OF OCCUPANCY (existing structure):		
	\$20.00	\$20.00
BUILDING REPORTS (not for resale):		
	\$5.00	\$5.00
ISSUANCE OF PERMIT (building, electrical, mechanical, plumbing, irrigation, etc.) AFTER CONSTRUCTION PROJECT IS STARTED, FIRST OCCURRENCE BY CONTRACTOR		
	Greater of double the original permit fee or \$75	
ISSUANCE OF PERMIT (building, electrical, mechanical, plumbing, irrigation, etc.) AFTER CONSTRUCTION PROJECT IS STARTED, SUBSEQUENT OCCURRENCES BY CONTRACTOR		
	Greater of double the original permit fee or \$250	
APPEAL TO BUILDING BOARD OF ADJUSTMENTS AND APPEALS FEE:		
Mechanics Board of Adjustments and Appeals; Plumbing Board of Adjustments and Appeals; Electrical Board of Adjustments and Appeals	\$150.00	\$150.00

LIBRARY: BUTT-HOLDSWORTH LIBRARY

RENTALS:

- Meeting Room
- Piano (room rent separate)
- Gazebo
- Repairs of damages to furniture, equipment or facility

	Adopted FY 13	Proposed FY 14
per day	\$20.00	\$20.00
per day	\$10.00	\$10.00
per day	\$30.00	\$30.00
Actual Cost		

LIBRARY - COPIES/PRINTING

- Photocopier - black and white
- Photocopier - color
- Microform Reader/Printer
- Computer/internet - black and white

per page	\$0.10	\$0.10
per page	\$0.25	\$0.25
per page	\$0.10	\$0.10
per page	\$0.10	\$0.10

HISTORY CENTER - COPIES/PRINTING

- Photocopier - black and white
- Photocopier - color
- Computer/internet - black and white

No charge		
per page	\$0.10	\$0.10
No charge		

CIRCULATION CHARGES:

- City resident card
- Non-city resident materials checkout only
- Non-city resident computer use only
- Non-city resident temporary use
- Non-city resident full use
- Library card replacement

No charge		
per year	\$35.00	\$35.00
per year	\$35.00	\$35.00
per month	\$8.00	\$8.00
per year	\$65.00	\$65.00
per card	\$1.00	\$1.00

OVERDUE FINES:

- Fines/fees between \$1.00 - \$4.99 - Patron must pay \$1.00 each time they use library
- Fines/fees between \$5.00-\$9.99 - Patron must pay \$2.00 each time they use library
- Fines/fees \$10.00 and above - Borrowing privileges suspended
- Books - Adult patrons (\$12.00 maximum)
- Books - Children patrons (\$5.00 maximum)
- Audiobooks and CDs (\$12.00 maximum)
- DVDs and BluRay (\$12.00 maximum)
- Story Time Kits (\$12.00 maximum)
- Other Kits (\$12.00 Maximum)
- Overdue Electronic Device (up to cost of item)

item per day	\$0.10	\$0.10
item per day	\$0.10	\$0.10
item per day	\$0.10	\$0.10
item per day	\$1.00	\$1.00
item per day	\$5.00	\$5.00
item per day	\$0.10	\$0.10
item per day	\$10.00	\$10.00

PROCESS FEE:

- Lost or damaged items - non electric device (plus replacement cost)
- Lost or damaged electronic device (plus replacement cost)
- Collection agency submission for non-payment of fine

per item	\$6.00	\$6.00
per item	\$25.00	\$25.00
per fine	\$10.00	\$10.00

ELECTRONIC DEVICE FEES:

- Any patron wishing to borrow an electronic device must sign a credit card authorization form listing a valid credit card to kept on file.
- Electronic device not returned according to policy
- Programs/applications charged to library account (actual cost plus)
- Personal Earbuds

per item	\$25.00	\$25.00
per item	\$6.00	\$6.00
per set	\$2.00	\$2.00

LOST/DAMAGES ITEMS:

Patrons who have failed to return library material with a total value over \$50.00 may receive a citation for violation of City of Kerrville, Code of Ordinance, Section 66-39(g) for failure to return property to the library.

- Books (BHML - all ages - actual cost plus)
- Books (History Center - rare, out of print - lesser of appraised value plus)
- CDs (Book, music, MP3 - actual cost plus)
- Individual CD in a set when available (book, music, MP3 - \$10.00 per disc plus)

	Adopted FY 13	Proposed FY 14
per item	\$6.00	\$6.00
per item	\$100.00	\$100.00
per item	\$6.00	\$6.00
per item	\$6.00	\$6.00

- DVD (all ages - includes set - actual cost plus)
- Kits (all ages - actual cost)

per item	\$6.00	\$6.00
per item	\$6.00	\$6.00

Actual cost of items below or next available generation of item if original is no longer on the market plus:

- Apple iPad 2 (includes accessories)
- Amazon Kindle Fire (includes accessories)
- Dell Latitude E5410 laptop (includes accessories)
- Dell Latitude 2120 mini laptop (includes accessories)
- Samsung Galaxy Tablet (includes accessories)
- Electronic device accessories - actual cost plus

per item	\$25.00	\$25.00
per item	\$6.00	\$6.00

INTERLIBRARY LOAN:

- Any additional fees or charges to be determined by the lending library are the patron's responsibility.
- Any overdue item (\$15.00 maximum)
- Lost or damaged item - cost assessed by lending library plus
- Return postage

item per day	\$1.00	\$1.00
per item	\$6.00	\$6.00
No charge		

REPLACEMENT OF MISCELLANEOUS PARTS:

- CD/DVD case (single)
- DVD case (multiple)
- Book on CD case (multiple up to 12 CDs)
- Book on CD case (multiple up to 24 CDs)
- CD Jewel case (multiple, 2 disc)
- AV storage bags

per item	\$1.00	\$1.00
per item	\$4.00	\$4.00
per item	\$12.00	\$12.00
per item	\$16.00	\$16.00
per item	\$3.00	\$3.00
per item	\$1.00	\$1.00

RESEARCH FEES (requested from outside of service area):

- Handling fee/postage
- Photocopy
- FAX (United State)
- FAX (International)
- FAX (International) additional pages

per request	\$3.00	\$3.00
per page	\$0.10	\$0.10
per page	\$1.00	\$1.00
first page	\$5.00	\$5.00
per page	\$1.00	\$1.00

MUNICIPAL COURT FEES

ONLINE TRANSACTION FEE:

per transaction	\$1.50	\$1.50
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MUNICIPAL COURT TECHNOLOGY FEE:

per conviction	\$4.00	\$4.00
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BUILDING SECURITY FEE:

per conviction	\$3.00	\$3.00
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PARKS AND RECREATION

Kerrville-Schreiner Park

DAILY ENTRANCE FEES:

- Adult (13 and over), not to exceed \$10.00 per vehicle
- Child (12 and under)
- Senior (over 65)
- Commercial vehicles
- Group/school sponsored trip (ages 13 - 18 - not overnight)

	Adopted FY 13	Proposed FY 14
per person	\$4.00	\$4.00
per person	\$1.00	\$1.00
per person	\$2.00	\$2.00
per vehicle	\$20.00	\$20.00
per person	\$0.50	\$0.50

ANNUAL DAY USE PASS:

- Valid ONLY at Kerrville-Schreiner Park (excludes commercial vehicles)
- Second vehicle registered at the same address

per vehicle	\$25.00	\$25.00
per vehicle	\$15.00	\$15.00

FACILITY USE FEES:

Camping fees cover entrance for up to 4 persons per site. Camp sites accommodate up to 8 people. Guests 5 - 8 must pay daily entrance fee.

Tent site w/ water
General campsites ONLY - year round

per night	\$20.00	\$15.00
per month	\$297.00	\$297.00

RV sites 221-235 and 317-323 (30 amp w/water, no sewer)
Above RV sites - September 15 - May 15 - all utilities

per night	\$23.00	\$23.00
per month	\$413.00	\$413.00

RV sites 211-220 Riverside only (30 amp w/water and sewer)
Above RV sites - September 15 - May 15 - all utilities

per night	\$26.00	\$26.00
per month	\$490.00	\$490.00

RV sites 111-130 Deerfield Loop only (30 amp water and sewer)
Above RV sites - September 15 - May 15 - all utilities

per night	\$26.00	\$26.00
per month	\$528.00	\$528.00

RV sites 201-210 Riverside only (50 amp w/water and sewer)
Above RV sites - September 15 - May 15 - all utilities

per night	\$28.00	\$28.00
per month	\$561.00	\$561.00

Mini-Cabin - beds for 4 persons (NO PETS); hotel/motel tax additional
Cabins are air-conditioned, heated, table and chairs, campfire rings (pit/grill) and picnic table. No linens provided. Security deposit required.
Mini-Cabin - Security Deposit

per night	\$50.00	\$50.00
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deposit	\$25.00	\$25.00
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Park Cabin - beds for 6 persons (NO PETS); hotel/motel tax additional
Cabins are air-conditioned, heated, table and chairs, picnic table with combination campfire (pit/grill). Linens provided. Fee covers entrance up to 6 persons. Excess of 6 persons subject to daily entrance fee. Security deposit required.
Park Cabin - Security Deposit

per night	\$110.00	\$110.00
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deposit	\$50.00	\$50.00
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Ranch House - beds for 8 persons (NO PETS); hotel/motel tax additional
House is air-conditioned, heated, table and chairs, picnic table with combination campfire (pit/grill). Linens provided. Fee covers entrance up to 8 person. Excess of 8 persons subject to daily entrance fee. Security deposit required.
Ranch House - Security Deposit

per night	\$190.00	\$190.00
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deposit	\$150.00	\$150.00
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Group Dining Hall - capacity 100 persons (NO PETS)
 Screened building is NOT AIR-CONDITIONED, equipped with full kitchen including deep sinks, hot water, two microwave ovens, and refrigerator/freezer. Full width serving bar and table with seating for approximately 100 persons. Outside has large charcoal grill. Includes entrance fee up to 100 persons. Security deposit required.
 Group Dining Hall - Security Deposit

Group Recreation Hall - day capacity 100 persons (NO PETS)
 overnight capacity 50 persons, no beds provided, requires 2 day rental
 Air-conditioned, heated, restrooms inside. Full kitchen with 2 microwave ovens, refrigerator/freezer, 8 folding banquet tables with 50 chairs. Large charcoal grill outside. Includes entrance fee up to 100 persons. Security deposit required.
 Group Recreation Hall - Security Deposit

Group Picnic Area - capacity 100 persons - specific location not guaranteed
 Includes entrance fee up to 10 persons.

Amphitheater only - capacity 220 persons

Amphitheater rented in conjunction with Group Recreation Hall

CANCELLATION FEE:

Applies to each site or facility reservation.

RV/TRAILER DUMP FEE (if not camping in park - no entrance fee):

EXCESS VEHICLE PARKING (all vehicles over 2 vehicles per site):

BUTTERFLY GARDEN (private events only - does not include entrance fee):

EXTRA PERSON OCCUPANCY FEE:

Applies to each site and facility.

Other Parks and Recreation

SPECIAL EVENTS PERMITS: (by application only)

BOARDWALK PAVILION (4 hr maximum - deposit required):
 Deposit

LOUISE HAYS PAVILION AND BBQ AREA:

Tables, restrooms - all day - security deposit required

City resident

Non-resident

Deposit

CARVER PARK PAVILION AND BBQ AREA:

10 tables and restrooms - all day - security deposit required

City resident

Non-resident

Deposit

SMALL PARK PAVILIONS (various locations - security deposit required):

Deposit

TRANQUILITY ISLAND:

ATHLETIC FIELD/COURT (without lights):

ATHLETIC FIELD/COURT (with lights):

CENTENNIAL STAGE (with electricity - security deposit required):

CENTENNIAL STAGE (without electricity-security deposit required):

Deposit

	Adopted FY 13	Proposed FY 14
per day	\$145.00	\$145.00
deposit	\$50.00	\$50.00
per day	\$300.00	\$300.00
deposit	\$100.00	\$100.00
per day	\$50.00	\$50.00
per day	\$100.00	\$100.00
per day	\$25.00	\$25.00
per site/facility	\$20.00	\$20.00
per vehicle	\$25.00	\$25.00
per vehicle	\$5.00	\$5.00
per event	\$50.00	\$50.00
per person	\$3.00	\$3.00
per event	\$30.00	\$30.00
per hour	\$100.00	\$100.00
per event	\$200.00	\$200.00
per day	\$125.00	\$125.00
per day	\$150.00	\$150.00
per event	\$150.00	\$150.00
per day	\$75.00	\$75.00
per day	\$100.00	\$100.00
per event	\$100.00	\$100.00
per day	\$40.00	\$40.00
per event	\$25.00	\$25.00
per day	\$50.00	\$50.00
per hour	\$15.00	\$15.00
per hour	\$20.00	\$20.00
per day	\$125.00	\$125.00
per day	\$50.00	\$50.00
per event	\$150.00	\$150.00

	Adopted FY 13	Proposed FY 14
SOFTBALL FEES (deposit requirements below):		
Field - without lights	per day \$150.00	\$150.00
Field - with lights	per day \$170.00	\$170.00
Tournament - Deposit	per event \$150.00	\$150.00
Base and equipment - Deposit	per event \$100.00	\$100.00
TENNIS COURT FEES:		
All ages - 1 1/2 hour - single reservation	per person \$3.00	\$3.00
All ages - 2 hours per doubles reservation	per person \$3.00	\$3.00
TENNIS TOURNAMENT FEES:		
<i>Exemptions:</i>		
KISD tournaments and practice		
Schreiner University tournaments		
TENNIS ANNUAL FEES:		
Juniors (under 21 years)	per person \$90.00	\$90.00
Adults (21 and over)	per person \$150.00	\$150.00
Family	per family \$225.00	\$225.00
KISD Joint Use	per agreement	
SWIMMING POOL ADMISSION FEES:		
Olympic Pool - Adult (13 and older)	per person \$3.00	\$1.00
Olympic Pool - Children (4 - 12 years)	per person \$3.00	\$1.00
Olympic Pool - Children (3 year and under with adult)	per person \$0.00	\$0.00
Olympic Pool - Non swimmers - all ages	per person \$1.00	\$1.00
SWIMMING POOL RENTAL FEES (does not include pool admission):		
Private party - includes lifeguards	2 hours \$200.00	\$200.00
SWIMMING POOL PAVILION FEES (does not include pool admission or rental):		
	2 hours \$20.00	\$20.00
SWIMMING POOL/PAVILION CANCELLATION FEE:		
	per site \$10.00	\$10.00
SWIMMING LESSONS:		
	per person \$35.00	\$35.00

PLANNING DEPARTMENT

	Adopted FY 13	Proposed FY 14	
CONCEPT PLANS:	each \$500.00	\$500.00	
PRELIMINARY PLANS:	\$300.00 plus the greater of	\$20.00 per lot or \$10.00 per acre	\$20.00 per lot or \$10.00 per acre
FINAL, MINOR, VACATING, DEVELOPMENT, AMENDING PLATS, REPLATS:	\$150.00 plus the great of	\$10.00 per lot	\$10.00 per lot
ZONING MAP AMENDMENT (Planned development, special use permit):	each \$300.00	\$300.00	
TEXT AMENDMENT:	each \$300.00	\$300.00	
ZONING VARIANCE:	each \$150.00	\$150.00	
APPEAL TO CITY COUNCIL OR PLANNING & ZONING COMMISSION:	each \$15.00	\$15.00	
ADMINISTRATIVE APPEAL:	each \$150.00	\$150.00	
LAND USE PERMIT	each \$25.00	\$25.00	

In case, where legal notice of public hearing is required and applicant defers scheduled action, reapplication is required based on fee on original application

POLICE DEPARTMENT

ACCIDENT REPORTS:	each \$6.00	\$6.00
ALARM SERVICE (Police):	each \$25.00	\$25.00
FALSE ALARM FEE:		
More than 3 times but fewer than 6 in preceding 12 month period	\$50.00	\$50.00
More than 6 times but fewer than 8 in preceding 12 month period	\$75.00	\$75.00
More than 8 or more times in preceding 12 month period	\$100.00	\$100.00
FINGERPRINTING:	\$10.00	\$10.00
FUNERAL ESCORT SERVICE: (minimum of 2 officers with 2 hours per officer)	\$120.00	\$120.00
HOUSE MOVING & OTHER ESCORT:	\$30.00	\$30.00
LETTERS OF CLEARANCE:	\$10.00	\$10.00
OFFENSE/INCIDENT REPORTS:	\$4.00	\$4.00
PARADE DEPOSITS:		
Deposit - Class A (Less than 50 entries)	\$250.00	\$250.00
Deposit - Class B (More than 50 entries)	\$750.00	\$750.00
Deposit - Class C (motorcades, marches, etc.)	\$100.00	\$100.00
PARADE FEES:		
Class A	\$50.00	\$50.00
Class B	\$100.00	\$100.00
Class C	\$25.00	\$25.00
STOCK DRIVER PERMIT:	\$5.00	\$5.00
ALARM SERVICE PERMIT FEE:		
Residential	\$50.00	\$50.00
Commercial	\$100.00	\$100.00

PUBLIC WORKS

TRAFFIC CONTROL FEE:

	Adopted FY 13	Proposed FY 14
per man hour	\$40.00	\$40.00

BANNER PERMIT:

per banner	\$60.00	\$60.00
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BANNER PERMIT ADMINISTRATION FEE:

per banner	\$25.00	\$25.00
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STREET SIGNS:

per sign	\$250.00	\$250.00
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SIDEWALK CAFÉ:

per table	\$50.00	\$50.00
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SOLID WASTE

SOLID WASTE COLLECTION SERVICE LICENSE:

Application Fee:

- Small Waste Collector
- Small Waste Collector
- Waste Collector
- Collection Vehicle

per permit	\$150.00	\$150.00
each add'l vehicle	\$5.00	\$5.00
each	\$250.00	\$250.00
each	\$5.00	\$5.00

Application Renewal:

- Small Waste Collector
- Collection Vehicle
- Waste Collector
- Collection Vehicle

each	\$75.00	\$75.00
each	\$5.00	\$5.00
each	\$100.00	\$100.00
each	\$5.00	\$5.00

SOLID WASTE DISPOSAL SERVICE:

- Municipal Solid Waste - Compacted
- Municipal Solid Waste - Compacted minimal
- Municipal Solid Waste - Loose
- Municipal Solid Waste - Loose minimal
- Municipal Solid Waste - Compacted (weight scale not operational)
- Municipal Solid Waste - Compacted minimal (weight scale not operational)
- Municipal Solid Waste - Loose - (weight scale not operational)
- Municipal Solid Waste - Loose minimal (weight scale not operational)
- Surcharge
- Special waste - Asbestos
- Special waste - Asbestos minimal
- Special waste - Liquids
- Small Tire
- Large Tire
- Small Animal
- Large Animal
- Weight/Scale
- Ticket/Copy
- Pull Off
- Loads not covered with tarp or net
- Residential Garbage Collection
- Disposal Pass Through
- Mobile Home Service
- Disposal Pass Through
- Composting
- Recycling

per ton	\$44.00	\$44.38
less than 360lbs	\$10.01	\$10.10
per ton	\$44.00	\$44.38
less than 360lbs	\$10.01	\$10.10
per yard	\$10.06	\$10.14
per yard	\$10.06	\$10.14
per yard	\$10.06	\$10.14
per yard	\$10.01	\$10.10
per ton	\$11.00	\$11.00
per ton	\$44.00	\$44.38
less than 360lbs	\$10.01	\$10.10
per gallon	\$0.25	\$0.25
each	\$2.55	\$2.58
each	\$12.72	\$12.83
each	\$8.46	\$8.53
each	\$32.57	\$32.85
each	\$1.17	\$1.18
each	\$2.33	\$2.35
each	\$6.39	\$6.44
per occurrence	\$5.00	\$5.00
per month	\$5.65	\$5.72
per month	\$4.55	\$4.60
per month	\$4.24	\$4.29
per month	\$4.55	\$4.60
per month	\$2.06	\$2.80
per month	\$3.39	\$3.43

SOLID RECYCLING SERVICE:

- Recycling bins

each	\$9.50	\$10.00
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WATER, WATER RECLAMATION AND LABORATORY

WATER TAPS:

- 3/4" tap - Material, labor and equipment
- 1" tap - Material, labor and equipment
- Above 12" in size will be quoted using current pricing for meter/materials
- 1" Water Service Split
- 2" Water Service Commercial and Domestic
- 2" Water Service Irrigation

per tap	\$1,420.20	\$1,420.20
per tap	\$1,509.20	\$1,509.20
To be determined		
	\$250.00	\$250.00
Comp Meter	\$4,371.20	\$4,371.20
	\$3,371.20	\$3,371.20

	Adopted FY 13	Proposed FY 14	
WATER METER SET/INSTALL, IF THE WATER TAP EXISTS:			
3/4 X 5/8 meter- Material, labor and equipment	\$200.00	\$200.00	
3/4" meter - Material, labor and equipment	\$175.00	\$175.00	
1" meter - Material, labor and equipment	\$250.00	\$250.00	
Above 1" in size will be quoted using current pricing for meter/materials	To be determined		
SEWER TAPS:			
4" tap - Material, labor and equipment - Out of manhole	\$1,441.40	\$1,441.40	
6" tap - Material, labor and equipment - Out of manhole	\$1,560.00	\$1,560.00	
6" tap - Material, labor and equipment - With manhole	\$3,712.00	\$3,712.00	
Additional charge per foot of depth for manholes over 8 feet deep	\$200.00	\$200.00	
SEPTAGE:			
Septage/chemical toilet waste received at treatment plant	\$0.08	\$0.08	
LABOR AND EQUIPMENT FOR REQUESTED SERVICES:			
Labor	per hour/person	\$23.40	\$23.40
Backhoe/Loader	per hour	\$45.00	\$45.00
Dump Truck	per truck	\$30.00	\$30.00
Hydro-jet Sewer Cleaning Truck	per hour	\$95.00	\$95.00
Air Compressor	per hour	\$12.50	\$12.50
Televising Wastewater Mains (per hour - includes crew and equipment)	per hour	\$150.00	\$150.00
Service Truck with tools	per hour	\$25.00	\$25.00
Backflow Prevention Test - Reduced Pressure Zone Device	per test	\$100.00	\$100.00
Backflow Prevention Test - Double Check Device	per test	\$70.00	\$70.00
Scale Fee	each	\$1.00	\$1.00
Water Violation Reconnect Fee	each account	\$25.00	\$25.00
Sewer Only Customers	each account	\$50.00	\$50.00
Inspection Fee For Privately installed water + wastewater tap	each account	\$50.00	\$50.00
WATER WELL LICENSE APPLICATION:			
	each	\$50.00	\$50.00
LABORATORY SERVICES (by parameter, per each test):			
Alkalinity (as CaCO2)	per test	\$20.00	\$20.00
Ammonia Nitrogen	per test	\$30.00	\$30.00
Total BOD5	per test	\$33.00	\$33.00
Carbonaceous BOD5	per test	\$40.00	\$40.00
Chlorides	per test	\$10.00	\$10.00
Conductivity	per test	\$5.00	\$5.00
Iron	per test	\$15.00	\$15.00
Hardness, Total	per test	\$15.00	\$15.00
Nitrogen, Nitrate	per test	\$18.00	\$18.00
Nitrogen, Nitrite	per test	\$18.00	\$18.00
Oil and Grease	per test	\$45.00	\$45.00
Phosphorous, Total	per test	\$20.00	\$20.00
Solids, Total Dissolved	per test	\$35.00	\$35.00
Solids, Total Suspended	per test	\$15.00	\$15.00
Solids, Volatile Suspended	per test	\$15.00	\$15.00
Sulfates	per test	\$15.00	\$15.00
Total Organic Carbon	per test	\$50.00	\$50.00
BACTERIOLOGICAL TEST:			
Total Coliform/E. Coli (presence/absence)	per test	\$16.00	\$16.00
Coliform, Fecal (count)	per test	\$20.00	\$20.00
Total Coliform/E. Coli Enumeration (Quanti-Tray)	per test	\$18.00	\$18.00
Heterotrophic Plate Count	per test	\$20.00	\$20.00
SAMPLE COLLECTION FEE			
Water Sample Collection Fees (inside of city limits only)	per test	\$25.00	\$25.00
STANDARD ANALYSIS PACKAGE (DRINKING WATER)			
Included: Alkalinity, chlorides, conductivity, total hardness, Iron, Nitrate, Sulfate, total dissolved solids, total coliform/E. coli		\$100.00	\$100.00

WATER RECORDS / FINANCE DEPARTMENT

RETURNED ITEM HANDLING:

(Checks, bank drafts, credit or debit cards)

	Adopted FY 13	Proposed FY 14
per item	\$25.00	\$25.00

LIEN FILING FEE

ACTUAL COST		
per account	\$25.00	\$25.00
per account	n/a	\$15.00

NEW ACCOUNT FEE (water, sewer, garbage):

NEW ACCOUNT FEE (water, sewer, garbage - with auto payment option):

per account	\$25.00	\$25.00
per account	n/a	\$15.00

UTILITY CUSTOMER DEPOSIT:

Residential

Commercial

Fee range is \$75 to a maximum of 2 times the estimated average monthly usage.
The deposit amount will be set within the fee range by the Director of Finance.

per account	\$75.00	\$75.00
per account	\$75 - 2x Avg Usage	\$75 - 2x Avg Usage

SERVICE CHARGE:

(new account turn-on, pull or lock meter, additional trips to meter locations,
and accounts not paid in full by 5:00 p.m. on due date)

During regular business hours

After regular business hours, weekends, holidays

per account	\$25.00	\$25.00
per account	\$50.00	\$50.00

RECYCLING BINS:

Residential - 1st one complimentary; additional bins

each	\$9.50	\$10.00
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WATER RATES - INSIDE CITY LIMITS:

Residential

Monthly Account Maintenance Fee

0 - 6000 gallons

6,001 - 15,000 gallons

15,001 - 25,000 gallons

25,001 - 50,000 gallons

50,001 and up gallons

per account	\$11.43	\$11.43
per 1,000	\$3.06	\$3.06
per 1,000	\$3.46	\$3.46
per 1,000	\$4.38	\$4.38
per 1,000	\$5.57	\$5.57
per 1,000	\$7.12	\$7.12

Commercial

Monthly Account Maintenance Fee

0 - 25,000 gallons

25,001 - 50,000 gallons

50,001 and up gallons

per account	\$11.43	\$11.43
per 1,000	\$3.43	\$3.43
per 1,000	\$3.88	\$3.88
per 1,000	\$4.41	\$4.41

Irrigation

Monthly Account Maintenance Fee

0 -15,000 gallons

15,001 - 25,000 gallons

25,001 and up gallons

per account	\$11.43	\$11.43
per 1,000	\$4.38	\$4.38
per 1,000	\$5.38	\$5.38
per 1,000	\$6.87	\$6.87

Fire Hydrant

Monthly Account Maintenance Fee

Deposit (refundable)

Meter Set-up or Move

New Account Fee

0 -15,000 gallons

15,001 - 25,000 gallons

25,001 and up gallons

per account	\$62.40	\$62.40
per account	\$2,750.00	\$2,750.00
per account	\$200.00	\$200.00
per account	\$25.00	\$25.00
per 1,000	\$4.38	\$4.38
per 1,000	\$5.38	\$5.38
per 1,000	\$6.87	\$6.87

WATER RATES - OUTSIDE CITY LIMITS:

Residential

Monthly Account Maintenance Fee
 0 - 6000 gallons
 6,001 - 15,000 gallons
 15,001 - 25,000 gallons
 25,001 - 50,000 gallons
 50,001 and up gallons

	Adopted FY 13	Proposed FY 14
per account	\$17.15	\$17.15
per 1,000	\$4.59	\$4.59
per 1,000	\$5.19	\$5.19
per 1,000	\$6.57	\$6.57
per 1,000	\$8.36	\$8.36
per 1,000	\$10.68	\$10.68

Commercial

Monthly Account Maintenance Fee
 0 - 25,000 gallons
 25,001 - 50,000 gallons
 50,001 and up gallons

per account	\$17.15	\$17.15
per 1,000	\$5.15	\$5.15
per 1,000	\$5.82	\$5.82
per 1,000	\$6.62	\$6.62

Irrigation

Monthly Account Maintenance Fee
 0 - 15,000 gallons
 15,001 - 25,000 gallons
 25,001 and up gallons

per account	\$17.15	\$17.15
per 1,000	\$6.57	\$6.57
per 1,000	\$8.07	\$8.07
per 1,000	\$10.31	\$10.31

Fire Hydrant

Monthly Account Maintenance Fee
 Deposit
 Meter Set-up or Move
 New Account Fee
 0 - 15,000 gallons
 15,001 - 25,000 gallons
 25,001 and up gallons

per account	\$93.60	\$93.60
per account	\$2,750.00	\$2,750.00
per account	\$200.00	\$200.00
per account	\$25.00	\$25.00
per 1,000	\$6.57	\$6.57
per 1,000	\$8.07	\$8.07
per 1,000	\$10.31	\$10.31

EFFLUENT OR RE-USE WATER (pumped):

Monthly Account Maintenance Fee
 (unless otherwise agreed to in separate contract)

per account	\$11.43	\$11.43
per/1,000	\$0.38	\$0.38

WATER BY THE TRUCK LOAD:

Re-Use Water

0 - 3,000 gallons
 3,000 - 8,000 gallons

per load	\$10.00	\$10.00
per load	\$17.50	\$17.50

Potable Water

0 - 3,000 gallons
 3,000 - 8,000 gallons

per load	\$12.50	\$12.20
per load	\$20.00	\$20.00

SEWER RATES - INSIDE CITY LIMITS:

Residential

Monthly Account Maintenance Fee
 Per 1,000 gallons

	\$8.55	\$8.55
	\$5.17	\$5.17

Commercial

Monthly Account Maintenance Fee
 Per 1,000 gallons

	\$8.55	\$8.55
	\$5.50	\$5.50

Wholesale

Wholesale Sewer rate
 Wholesale sewer rate excess capacity

	\$5.10	\$5.10
per day	\$1,000.00	\$1,000.00

SEWER RATES - OUTSIDE CITY LIMITS:

Residential

Monthly Account Maintenance Fee
 Per 1,000 gallons

	\$12.83	\$12.83
	\$7.76	\$7.76

Commercial

Monthly Account Maintenance Fee
 Per 1,000 gallons

	\$12.83	\$12.83
	\$8.25	\$8.25

Wholesale

Wholesale Sewer rate
 Wholesale sewer rate excess capacity

	\$5.10	\$5.10
per day	\$1,000.00	\$1,000.00

NOTE: Outside city limits - water and sewer rates are 1 1/2 times inside city limits rates.

Agenda Item:

3C. Grant application to the Federal Emergency Management Agency (FEMA), Assistance to Firefighters Grant Program. (staff)

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

SUBJECT: Approval of grant applications to the Federal Emergency Management Agency (FEMA), Assistance to Firefighters Grant Program (AFG).

FOR AGENDA OF: September 24, 2013 **DATE SUBMITTED:** September 13, 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

The City of Kerrville Fire Department requests Council approval to make an application to the Federal Emergency Management Agency, Assistance to Firefighters Grant Program (AFG) for firefighting equipment. The Fire Department will apply for an amount not to exceed \$350,990 for thirty-five (35) high pressure self contained breathing apparatus, including associated equipment and personal accountability system. The AFG requires a ten (10) percent match of the amount of funds requested and granted. The required matching funds will be included in the FY2014 Proposed General Fund Budget.

A program of the Federal Emergency Management Agency, AFG grants are awarded to fire departments, emergency response personnel and first responders throughout the nation to enhance response capabilities and to more effectively protect the health and safety of the first responders and the citizens in their communities. AFG grants provide resources for training, first responder health and safety programs, and response equipment.

Council's approval will designate the Fire Chief as the grantee's authorized official given the authority to apply for, accept, reject, alter or terminate the grant on behalf of the City of Kerrville.

RECOMMENDED ACTION

The Fire Chief recommends that council authorize the grant application to the Federal Emergency Management Agency's Assistance to Firefighters Grant Program for the purchase of self-contained breathing apparatus and associated equipment for the City of Kerrville Fire Department.

Agenda Item:

3D. Independent brokerage agreement for the sale of City property at 800 Junction Highway, former City Hall site. (staff)

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

SUBJECT: Authorize the City Manager to enter into a brokerage agreement for the sale of 800 Junction Highway

FOR AGENDA OF: September 24, 2013 **DATE SUBMITTED:** September 16, 2013

SUBMITTED BY: Ashlea Boyle
Main Street / Special Projects Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

In February of 2013, staff initiated a RFP process for the sale of 800 Junction Highway. One response was received which was declined by City Council. In this year's 83rd Legislative Session, legislation (SB 985) was passed which allows municipalities to authorize broker agreements for the sale of real property owned by the municipality. Under this law, the property must be listed for at least 30 days before it is allowed to be sold to a buyer. This law will provide for a public process and consideration of sale and thus, allows the property to be sold without the necessity of a public auction or bidding requirements.

As planned with the relocation of the new City Hall building to downtown in Peterson Plaza, the former City Hall building located at 800 Junction Hwy has now been demolished, removed and the property prepared for brokerage. Staff is requesting the authorization to enter into a brokerage agreement for the sale of 800 Junction Highway.

RECOMMENDED ACTION

City staff recommends authorization for the City Manager to execute a brokerage agreement for 800 Junction Highway.

Agenda Item:

3E. Renewal of Geographic Information System Enterprise License Agreement with Environmental Systems Research Institute, Inc. (staff)

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

SUBJECT: Renew Geographic Information System Enterprise License Agreement with Environmental Systems Research Institute, Inc.

FOR AGENDA OF: 9/24/13

DATE SUBMITTED: 9/10/13

SUBMITTED BY: Charlie Hastings, P.E.
Public Works Director

CA
CLEARANCES: Todd Parton
City Manager

EXHIBITS: License Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *MP*

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$25,000	\$25,000	\$25,000	01-807-217

PAYMENT TO BE MADE TO: Environmental Systems Research Institute, Inc.

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

In 2010, Kerrville entered into a three year enterprise license agreement with Environmental Systems Research Institute, Inc. (ESRI) for unlimited quantities of geographic information system (GIS) computer desktop and server software. That license agreement expires October 31, 2013 and needs to be renewed for another three year term. The cost of the agreement is \$25,000 per year with numerous benefits including:

- Significantly lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all ESRI software deployed under the agreement

For a complete list of the enterprise products and software included in this package, please refer to page 1 of 8 in the attached license agreement.

RECOMMENDED ACTION

The Director of Public Works recommends that Council authorize the City Manager to renew a three year enterprise license agreement with Environmental Systems Research Institute, Inc. in the amount of \$25,000 per year.



**SMALL MUNICIPAL AND COUNTY
ENTERPRISE LICENSE AGREEMENT**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Municipal and County Enterprise License Agreement ("ELA") is by and between the organization identified in the ELA Quotation ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri"), with offices at 380 New York Street, Redlands, California 92373-8100. Unless otherwise agreed to by the parties, the Effective Date of this ELA is the date of the signature below or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Order citing this ELA. This ELA grants Licensee certain rights to use specific Esri Products for a limited, fixed period beginning from the Effective Date and provides tailored maintenance subject to payment of fees and the terms of this ELA.

This ELA Incorporates the ELA Quotation by reference and comprises (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), and (v) the ELA Quotation, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), and (v) the ELA Quotation. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses. Licensee agrees that additional terms and conditions in any Licensee Order or addendum will not apply, and the terms of this ELA will govern.

ENTERPRISE PRODUCTS SCHEDULE

Unlimited Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Image

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription* as provided in Other Benefits section

OTHER BENEFITS

One (1) ArcGIS Online Subscription with specified named users and credits as determined in the program description	Level 2
Number of Esri International User Conference Registrations provided annually	2
Number of Tier 1 Help Desk Individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	5,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Products listed on the schedule above. Except as provided in Section 9.1 Future Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Licensee may accept this ELA by signing and returning it to Attn.: Esri Customer Service, 380 New York Street, Redlands, CA 92373-8100; e-mailing it to service@esri.com or faxing it to 909-307-3083. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDER WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.**

ACCEPTED AND AGREED:

City of Kerrville, Texas
(Licensee)

By: _____
Signature

Printed Name: Todd Parton

Title: City Manager

Date: _____

Esri EIN Number: 95-2775732

Licensee Contact Information

Contact Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

E-mail: _____

ELA Quotation Number: _____

Esri Contract Number: _____

APPROVED AS TO FORM:



Heather Stebbins
Assistant City Attorney

ATTEST:

Brenda G. Craig
City Secretary

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software through a website or Internet web application that enables third parties to access and use a Licensee-developed application that uses Software, for example, by charging a subscription, service, or any other form of transaction fee or by generating more than incidental advertising revenue.
- "Content" has the meaning provided in Addendum 3.
- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes licensed under this ELA, whether bundled with Software and Online Services or delivered independently.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Products (and related Authorization Codes) or its having been redistributed and installed by Licensee on Licensee's hardware.
- "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- "Documentation" means all user reference documentation that is delivered with the Software or, if delivered via download, that is delivered from the Software setup or installation program.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Licensee for the Enterprise Products.
- "ELA Quotation" means the Esri quote form provided to Licensee for the Small Municipal and County ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Products" means the Products identified in the Enterprise Products Schedule on page 1 of this ELA.
- "Incident" means a communication via telephone, web form, or chat by Licensee regarding technical problems with Software, Data, or Documentation.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Products provided to Licensee by Esri under this ELA.
- "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content hosted by Esri or its licensors for storing, managing, publishing, and using maps, data, and other information.
- "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this Agreement.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Products.
- "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the

Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Exhibit 1 (also available at <http://www.esri.com/legal>).

- "Software" means the actual copy of all or any portion of Esri's proprietary software technology excluding Data accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies as identified in Exhibit 1.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License(s)" means license(s) or access provided for use of a Product during a fixed or limited time period ("Term") or on a subscription or transaction basis concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

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- a. *Software*. Terms of use for specific Software products are set forth in Addendum 1.
- b. *Data*. Data terms of use are set forth in Addendum 2.
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- d. *Limited Use Programs*. Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in Addendum 4. Note: Addendum 4 does not apply to this ELA.

ARTICLE 4—SCOPE OF USE

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consultants and contractors to discontinue access to and use of Enterprise Products upon completion of work for Licensee. Access to or use of Enterprise Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.

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- c. Use Enterprise Products for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service);
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- f. Reverse engineer, decompile, or disassemble Enterprise Products;
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- i. Remove or obscure any Esri or its licensors' patent, copyright, trademark, or proprietary rights notices and/or legends contained in or affixed to any Enterprise Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- j. Unbundle or independently use individual or component parts of the Enterprise Products;
- k. Incorporate any portion of the Enterprise Products into a product or service that competes with the Enterprise Products; or
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5.1 Term. The Term of this ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Products Deployed shall be concurrent with the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

5.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The

breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use upon Expiration or Termination. Upon expiration or termination of this ELA, the right to use all Enterprise Products Deployed shall terminate. Licensee shall (i) cease access and use of affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modifications or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

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6.5 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for the Software or Online Services subject to the Esri Maintenance Program as applicable; or (iii) return of the license fees paid by Licensee for the Software or Online Services that do not meet Esri's limited warranty, provided that Licensee uninstalls,

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7.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its fees and entered into this ELA in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. ESRI DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

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- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Esri's request and expense.

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THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. Esri reserves the right to update the Small Municipal and County Enterprise Products program suite. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products Schedule at no additional charge. New or updated Enterprise Products may require additional or revised terms and conditions. The terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use, and Exhibit 1—Scope of Use (E300) or any term as required by law. Esri may provide notice of the additional terms or revisions to Licensee in writing or by posting them on Esri's website at <http://www.esri.com/legal>. The additional terms or revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Products. Should Licensee reject the additional terms or revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, or release Enterprise Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, reexport, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs. Sales or use taxes for the fees quoted are as required by

law. The tax amount may change depending on the time elapsed between this quote and date of the invoice. Esri will include applicable sales or use taxes on Licensee's invoice unless Licensee provides proof with its order that its organization or use of the product is tax exempt.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this ELA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successors and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without Esri's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding on the respective successors and assigns of the parties to this ELA.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

9.10 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are part of any claim or preferred embodiment in a patent or similar application.

9.11 Entire Agreement. This ELA, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this ELA must be in writing and signed by each party.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Enterprise Products provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri US Software Maintenance Program document (found at <http://www.esri.com/legal>) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Online Services.

a. Tier 1 Support Provided by Licensee

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) Tier 1 Help Desk individuals identified by Licensee are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals.
- (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the user.

Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website.

- c. No Software other than the defined Enterprise Products will be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Orders, Delivery, and Deployment

- a. Licensee shall issue an Order upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial

payment due within thirty (30) days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.

- b. Upon receipt of the initial Order from Licensee, Esri shall authorize download of the Enterprise Products to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
- d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

11.2 Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Order (or Ordering Document):
- (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due
 - (4) On the face page of Order (or Ordering Document), a reference to this ELA and the following statement: "THIS ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE ORDER WILL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of this ELA, Esri may publicize the existence of this ELA.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with their application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling are independent of this ELA, and each partner markets under its own business model and pricing. Licensee shall not be entitled to or seek any discount from the OEM partner or Esri, directly or indirectly, as a result of or based on the availability of such Software, Data, or Online Services as Enterprise Products under this ELA. Licensee shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Software, Data, Online Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM partner and not through this ELA.

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Product items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Products that have been Deployed for the term of this ELA, but updates for such obsolete Enterprise Products may not be available. Esri's Product Life Cycle Support

Policy, available at <http://help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf>, defines the support phases and overall support plans. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles>.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and condition and pricing then in effect and based on Licensee's then current population count.

13.4 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, Licensee shall provide a written report to Esri detailing all Deployments made. The report will be subject to audit by an authorized representative of Esri.

ARTICLE 14—OPTIONAL ITEMS

If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses.



EXHIBIT 1
SCOPE OF USE
(E300 08/22/2012)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/licensing/software-license.html> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting terms of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired, including the right to run passive failover instances of Concurrent Use License software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a license that, in addition to providing Staging Server License rights, authorizes Licensee to install and use the Software or Data to provide services to multiple users on the same or other computer(s).
3. "Development Server License" means a license that authorizes Licensee to install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
5. "Staging Server License" means a license that, in addition to providing Development Server License rights, enables Licensee to use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
6. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software. Specific Software is subject to the terms of use set forth in the notes referenced below:

<p>Desktop</p> <ul style="list-style-type: none">▪ Address Coder (22; Addendum 2, Note 7)▪ ArcExplorer—Java and Windows Editions (20; Addendum 2, Note 1)▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6)▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1)▪ ArcGIS for AutoCAD (20)▪ ArcLogistics<ul style="list-style-type: none">– Desktop (Addendum 2, Note 1; Addendum 2, Note 2)– Using ArcGIS Online (20; 46; Addendum 2, Note 1)– Using ArcGIS for Server (20; 46; Addendum 2, Note 1)– Navigator (46; Addendum 2, Note 1; Addendum 2, Note 2)▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2)▪ ArcReader (20; Addendum 2, Note 1)▪ ArcView 3.x and Extensions (17)▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Maps for Office (Addendum 2, Note 1)▪ Sourcebook•America (20; Addendum 2, Note 8) <p>Server</p> <ul style="list-style-type: none">▪ ArcGIS for Server<ul style="list-style-type: none">– Workgroup (8; 9; 28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)– Enterprise (8; 9; 27; 31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)– Cloud Bundle (10; Addendum 3—Common Terms)▪ ArcGIS for Server Extensions<ul style="list-style-type: none">– ArcGIS for INSPIRE (8; Addendum 2, Note 1)	<ul style="list-style-type: none">▪ Esri Business Analyst Server<ul style="list-style-type: none">– Workgroup (8; 9; 28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)– Enterprise (8; 9; 27; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)▪ Portal for ArcGIS (31; 61; 62; Addendum 2, Note 1)▪ Esri Tracking Server (31)▪ Esri Maps for IBM Cognos (53)▪ Esri Maps for SharePoint (Addendum 2, Note 1) <p>Developer Tools</p> <ul style="list-style-type: none">▪ ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, or Android (16; Addendum 2, Note 1)▪ ArcGIS Engine Developer Kit and Extensions (16, 22, 26)▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6)▪ ArcGIS for iOS (Addendum 2, Note 1)▪ ArcGIS for Windows Mobile Deployments (15; 54; Addendum 2, Note 1)▪ ArcGIS Runtime (18; 59; Addendum 2, Note 1)▪ ArcGIS Runtime SDK (16; 60; Addendum 2, Note 1)▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight, ArcGIS API for WPF) (15; 16; 64; 66; Addendum 2, Note 1)▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; Addendum 2, Note 1; Addendum 2, Note 6)▪ Esri File Geodatabase API (47)
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Notes

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8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS for Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS for Desktop) may not be copied.
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29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
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39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
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- 48–52. Reserved.
53. This authorizes installation and use of a sufficient quantity of instances of ArcGIS for Server Enterprise Standard solely for the purposes of integrated intercommunication between Esri ArcGIS for Server map services and IBM Cognos data packages. No other use of Esri ArcGIS for Server Enterprise Standard is permitted.
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60.
 - a. ArcGIS Runtime SDK licenses shall not be used for Internet or server development;
 - b. An end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer; and
 - c. Customers building applications for their own internal use must purchase ArcGIS Runtime licenses for every application Deployed that includes ArcGIS Runtime. A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer, but each application is an independent Deployment of ArcGIS Runtime.
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**ADDENDUM 2
DATA TERMS OF USE
(E300-2)**

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/licensing/software-license.html> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. Licensee may cancel a subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

<ul style="list-style-type: none"> ▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap Premium for Windows Mobile (2) ▪ StreetMap Premium for ArcPad (2) ▪ ArcLogistics Data (2) ▪ Data Appliance for ArcGIS (3) ▪ Business Analyst/Location Analytics Data (4, 10) 	<ul style="list-style-type: none"> ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Address Coder Data (7, 10) ▪ Sourcebook•America Data (8, 10) ▪ MapStudio Data (9)
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Notes

1. *ArcGIS Online Data*: Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
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 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

2. *StreetMap Premium for ArcGIS; StreetMap Premium for ArcGIS for Windows Mobile; StreetMap Premium for ArcPad; ArcLogistics Data*: StreetMap Premium Data may be used for mapping, geocoding, and single vehicle routing purposes but is not licensed for dynamic routing. For instance, StreetMap Premium Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Premium Data may not be used to perform synchronized routing of multiple vehicles. Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcLogistics Software may only be used with the Product for which the Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. Data may include data from either of the following sources:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS*: Data provided with Data Appliance is subject to the following additional terms of use:
 - a. Licensee may only use Data for North America with the North America collection of the Data Appliance for ArcGIS. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA

Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.

- b. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - c. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
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 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.
4. *Business Analyst Data; Location Analytics Data:* Business Analyst Data is provided with Esri's Business Analyst (Server, Desktop) or accessed through Business Analyst Online and Community Analyst. Location Analytics Data is accessed through Business Analyst Online API, Community Analyst API, and Location Analytics API. The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Business Analyst Data is restricted for use only in conjunction with the respective Business Analyst extension. Location Analytics Data is restricted for use only in conjunction with Business Analyst Online API, Community Analyst API, and Location Analytics API. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition), or for Business Analyst Online API, Community Analyst API, and Location Analytics API, with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
 - b. Licensee's use of Canadian Edition Data with Business Analyst (Server, Desktop), Business Analyst Online API, Community Analyst API, or Location Analytics API is subject to the Use of Data Restrictions specific to [Esri Business Analyst \(Canadian Edition\) Data](#).
 - c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.
 - d. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
5. *Demographic, Consumer, and Business Data ("Esri Data"):* This Data category includes demographic, consumer, business, and Tapestry Segmentation datasets. Subject to the terms of the License Agreement and this Addendum 2, Licensee may use the Esri Data for any business purpose.
6. *Data and Maps for ArcGIS:* The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/licensing/redistribution-rights.html>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.

7. *Address Coder Data*: This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.
8. *Sourcebook•America Data*: This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/legal/pdfs/j9946-icubed.pdf>.
 - d. Infogroup Data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in standalone form.

**ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/licensing/software-license.html> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time. Section 1 of this Addendum 3 contains terms applicable to all Online Services; Section 2 contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "API" means application programming interface.
- b. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- c. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- d. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- e. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for education accounts, registered students whom Licensee authorizes to access Online Services for Licensee's exclusive benefit through Licensee's ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords.
- f. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
- g. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- h. "Licensee's Content" means any Content that Licensee or Licensee's Named Users submit to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any applications Licensee builds with Developer Tools and deploy with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- i. "Value-Added Application" means an application using the Developer Tools and Online Services and that includes functions or features not inherent in the Online Services.
- j. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own internal use by Licensee and Licensee's Named Users, and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities. Licensee or Licensee's Named Users are the only persons authorized to access Online Services through Licensee's accounts. Authorization Codes may not be shared among multiple individuals but may be reassigned for absences of one (1) month or longer. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache, routes, or geocodes derived from Online Services to third parties; (vii) manually or systematically harvest information and data contained within Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in connection with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management, or similar applications; or (ix) incorporate any portion of Online Services into a commercial product or service unless it adds material functionality to the Online Services.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. **IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.**

2.6 Modifications of Online Services. Esri reserves the right to alter, modify, deprecate, or discontinue Online Services and related APIs at any time. If reasonable under the circumstances, Esri will provide prior notice of any material alterations. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.7 Attributions. Licensee is not permitted to remove any Esri or its licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Services may be suspended, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.3 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches this License Agreement or exceeds Licensee's usage limits and fails to purchase additional Service Credits sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (b) if there is reason to believe that Licensee's use of Online Services will adversely affect the integrity, functionality, or usability of the Online Services or that Esri and its licensors may incur liability by not suspending Licensee's account; (c) for scheduled downtime to conduct maintenance or make modifications to Online Services; (d) in the event of a threat or attack on Online Services (including a denial-of-service

attack) or other event that may create a risk to the applicable part of Online Services; or (e) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If warranted under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.4 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee is solely responsible for the development, operation, and maintenance of Licensee's Content and for all materials that appear on or in any of Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and its licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application and Online Services. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/licensing/dmca_policy.html.

4.3 Sharing Licensee's Content. Online Services and ArcGIS Website include publishing capabilities that allow Licensee to make Licensee's Content available to third parties ("Sharing Tools"). Licensee hereby grants to any third parties with whom Licensee elects to share Licensee's Content using such Sharing Tools the right and license to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content with Online Services subject to any terms of use and access restrictions that Licensee provides with Licensee's Content. **ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM LICENSEE'S NAMED USERS' MISUSE OF SUCH SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SUCH SHARING TOOLS IS AT LICENSEE'S SOLE RISK.**

4.4 Retrieving Licensee's Content upon Termination. Upon termination of this License Agreement or any evaluation or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the resources available to Licensee with Online Services. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. The overage limits for a particular Service and options to address overages will be provided in the Service description and specified in the Ordering Document. Esri reserves the right to suspend Licensee's account until Licensee pays all outstanding overage fees in accordance with this License Agreement.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

ARTICLE 7—LICENSEE'S WARRANTIES

Licensee warrants that Licensee's Content or use of Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights, (ii) violate any third party's privacy rights or any applicable law, or (iii) contain or transmit to a third party any Malicious Code. Except as prohibited by applicable law, Licensee agrees to defend, indemnify, and hold harmless Esri from and against any claim, action, liability, or demand arising out of a breach of the foregoing warranties.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

Specific Online Services are subject to the terms of use set forth in the notes referenced below:

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; 3; <u>Addendum 2, Note 1; Addendum 2, Note 6</u>)▪ Business Analyst Online (4; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)▪ Business Analyst Online Mobile (4; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)▪ Community Analyst (4; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)	<ul style="list-style-type: none">▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6; <u>Addendum 2, Note 1; Addendum 2, Note 4</u>)▪ Redistricting Online (3; <u>Addendum 2, Note 1</u>)▪ MapStudio (5; <u>Addendum 2, Note 9</u>)
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Notes

1. In addition to the common terms of use of Online Services:

- a. Licensee may use Licensee's ArcGIS Online account to build a Value-Added Application(s).
- b. Licensee may provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow anonymous user access to Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
- c. For ArcGIS Online ELA and Organization Plan accounts: Licensee is also permitted to
 - i. Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or
 - ii. Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (1) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (2) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (3) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
- d. For Personal Plans, Education and Not-for-Profit use of ArcGIS Online accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA or Organization Plan account.

2. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
3. Terms of Use for ArcGIS Online Services: The following ArcGIS Online Services are not subject to ArcGIS Online fee-based Service Credit consumption usage. There is no fee (unless otherwise noted) to use these services up to the predefined maximum usage limits shown below. Use of these services beyond the predefined usage limits requires an additional fee. These services may be used only in conjunction with ArcGIS Software or an ArcGIS Online account.
 - a. *Map Services, Imagery Services, and Geometry Services*: Licensee may put these services to any use consistent with these terms of use, subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. "Transaction" is defined in the Documentation at the ArcGIS Online Content resource center at <http://help.arcgis.com/en/arcgisonline/content/>.
 - b. *ArcGIS Online Standard Task Services (available at <http://tasks.arcgisonline.com>)*: Licensee may put these services to any use consistent with these terms of use, subject to the following:
 - *Standard Geocoding Services*: Licensee may use these services for search capabilities only, and results may not be stored for later use. Whenever results are stored for later use, a subscription is required.
 - *Standard Routing Services*: Licensee is subject to a limit of five thousand (5,000) routing requests (as defined in the Documentation) during any twelve (12)-month period.
 - c. *ArcGIS Online Subscription Task Services (available at <http://premiumtasks.arcgisonline.com>)*: Upon Licensee's payment to Esri of the applicable fee(s), Licensee may put these services to any use consistent with these terms of use. Licensee may store results for later use.
 - d. *ArcGIS Online Sample Services*: Licensee may use these services for internal evaluation and development purposes only. All licenses for ArcGIS Online Services are subject to these terms of use and any additional restrictions or requirements identified in the Documentation.

The following ArcGIS Online Service is subject to fee-based ArcGIS Online Service Credit consumption usage:

- a. *ArcGIS Online World Geocoding Service (available at <http://geocode.arcgis.com>)*: Licensee may use this service for search capabilities at no cost, but results may not be stored for later use. Upon Licensee's payment for an ArcGIS Online subscription or Service Credits, Licensee may batch geocode and store results for later use.
4. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
 5. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes.
 6. Licensee may develop software or web applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's software or web applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's software or web applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/licensing/software-license.html> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

▪ Educational Programs (1)	▪ Home Use Program (3)
▪ Grant Programs (2)	▪ Other Esri Limited Use Programs (4)

Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for commercial or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes as specified in the Esri grant document. Licensee shall not use Products for commercial or for-profit purposes.
3. *ArcGIS for Home Use Program:*
 - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/arcgis-for-home/> or Licensee's authorized distributor's website.
 - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "Noncommercial" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
 - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.



EXHIBIT 2
TRAINING ADDENDUM
(E207SET 3/11)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—TRAINING DESCRIPTION

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

ARTICLE 3—LICENSEE'S RESPONSIBILITIES

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s) unless otherwise required by law.
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training website.
- Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to Esri Customer Service a list of the names of Students that are to attend any training class. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's

participation due to US government export regulation requirements, course scheduling changes, or cancellations.

- Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.

ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY

- When a Student's place in class is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Should a Student substitution occur without three (3) business days' notification, an additional nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center class to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a class provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full Student Seat fee.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE

- To order training, Licensee must include training in the Purchase Order for the ELA or provide a Purchase Order as required and specified within the ELA that matches the Esri quotation.
- Where Licensee submits additional Purchase Orders to purchase training days for additional year(s), any unused training days will automatically roll over.
- A Purchase Order is required annually for each three (3)-year term. Failure to submit annual Purchase Orders will result in the forfeit of unused training days.
- Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.

- The training days are available for a period of twelve (12) months, commencing on the purchase Effective Date, and ending when all training days are consumed, whichever is sooner.
- Esri will invoice for outstanding training expenses where applicable.
- Training days are not transferable and not refundable for any other Esri products or services.

ARTICLE 6—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 7—WARRANTY

7.1 Esri will provide training in a manner consistent with the technical and professional standards of the industry.

7.2 **Disclaimer of Warranties.** WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE TRAINING IS ERROR FREE.

ARTICLE 8—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 9—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

Agenda Item:

3F. Administrative services contract between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas. (staff)

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

SUBJECT: Administrative Services Contract between the City of Kerrville, Texas
Economic Improvement Corporation and the City of Kerrville, Texas

FOR AGENDA OF: September 24, 2013 **DATE SUBMITTED:** September 17, 2013

SUBMITTED BY: Ashlea Boyle *ab* **CLEARANCES:** Todd Parton
Main Street / Special Projects Manager City Manager

EXHIBITS: FY 2014 EIC Administrative Services Contract

AGENDA MAILED TO:

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

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

At its meeting of September 10, 2013, staff presented the current Administrative Services Contract between the City of Kerrville and the Economic Improvement Corporation (EIC) to City Council for review as it is due to expire on September 30, 2013. The City of Kerrville provides services to the EIC through an annual contract. This contract includes services for project management, engineering, financial, legal, and administrative support. EIC pays the City \$100,000 for these services. Staff did not have any specific changes to recommend, but requested council's consideration on any proposed changes prior to presenting the contract to EIC on September 23, 2013. Staff was authorized by City Council to present the contract to the EIC.

Attached is the FY 2014 Administrative Services Contract between the City of Kerrville and the Economic Improvement Corporation (EIC). The EIC approved this contract at its meeting of September 23, 2013.

RECOMMENDED ACTION

City staff is requesting approval of the FY 2014 EIC Administrative Services Contract as presented.

**ADMINISTRATIVE SERVICES CONTRACT BETWEEN CITY OF KERRVILLE, TEXAS
AND CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION**

THIS CONTRACT is entered into and effective as of the 1st day of October 2013, by and between the City of Kerrville, Texas, ("City") and the City of Kerrville, Texas Economic Improvement Corporation ("EIC") for and in consideration of the following promises and conditions:

ARTICLE I
SERVICES PROVIDED BY CITY

City agrees to provide the following services to the EIC subject to the limitations and conditions set forth below:

- A. Engineering and Project Management Services: City agrees to provide engineering and project management services, to include design, bid, and construction phases, for EIC projects that involve improvements to City and/or public property. For such projects requiring expenditures estimated at more than \$25,000.00 for construction, City may contract for specialized engineering services and EIC agrees to pay for such services as part of a project, which is authorized by the EIC to be funded in whole or in part by sales tax revenues generated pursuant to the authority of Chapters 501, 502, and 505 of the Texas Local Government Code.
- B. Legal Services: City agrees the City Attorney will be the legal advisor of, and attorney for, the EIC, which representation will include review of documents, contracts, and other instruments as to form and legality, the conduct of legal research, and, if requested, the issuance of legal opinions. In the provision of legal services by the City Attorney, the City Attorney shall provide such services only if the provision of legal services to the EIC does not unreasonably impair his ability to provide legal services to the City. Furthermore, in the event the City Attorney determines that a legal or ethical conflict exists between the City and the EIC, the EIC agrees that the City Attorney may continue to represent the City on such matter notwithstanding such conflict provided the City Attorney has made reasonable disclosure of the conflict to the president of the EIC. Notwithstanding this paragraph, EIC shall at all times retain the right to hire counsel of its own choice at EIC expense.
- C. Financial Services: City agrees to provide accounting, banking, and investment services, including accounts receivable, accounts payable, investments, record keeping, financial reporting, and an audit of all funds. The City will provide a report at each regular monthly meeting of the EIC, such report to include a statement of revenues and expenditures for all funds and a cash flow analysis on a form approved by the EIC.
- D. Administrative Services: City will provide services from the City Manager to include secretarial and other clerical services, including the taking minutes and preparation of resolutions and correspondence related to the operation of the EIC. The City Manager or designee will engage with the EIC in a manner comparable to the role identified by Section 6.04 of the City Charter.

- E. Investment Officer: The City's Director of Finance will serve as the EIC's investment officer in accordance with the EIC's Investment Policy, as may be amended.
- F. Regulatory Financial Reporting: The City's Director of Finance shall prepare all financial reports required by state and federal regulatory agencies.
- G. Annual Audit: The City's Director of Finance shall include the EIC's financial information as part of the City's Comprehensive Annual Financial Report (CAFR).
- H. Project Reports: The City Manager or designee shall provide a report at each regular monthly meeting of the EIC on all ongoing projects which are subject to a funding agreement with the EIC. These reports shall include the status and estimated completion date of each project and verification that performance criteria are being met.
- I. Staff Reports: The City Manager or designee shall prepare a report on each application for EIC funds, such report to include the following information:
 - 1. Complete Application
 - 2. Financial Impact Analysis
 - a. Total payroll
 - b. Payroll multiplier
 - c. Sales and ad valorem tax generation
 - 3. Return on Investment Analysis
 - a. Property tax – City, County, and KISD
 - b. Sales tax – City and County
 - c. Payroll multiplier
 - d. Timeline by which return is realized
 - 4. Feasibility Analysis
 - a. Land – size, zoning, platting, building/fire codes
 - b. Building – size, suitability, condition
 - c. Infrastructure – water, wastewater, streets, drainage, electricity, public safety

J. Prospect Support Services: The City Manager or designee shall ensure that the following support services as provided by City staff are provided to the EIC in the review and processing of applications for EIC funds:

1. receive applications
2. evaluate applications for completeness
3. determine eligibility
4. facilitate submission before the EIC
5. provide technical evaluation pursuant to Section 9, above
6. provide recommendations to the Board
7. coordinate with other aligned agencies/entities
8. identify appropriate incentives and programs

ARTICLE II COMPENSATION

In consideration of the provision by City to EIC of the services described in Article I, above, EIC shall pay City the sum of \$100,000.00. It is agreed by the parties that this compensation is equal to the reasonable value of the services anticipated to be provided by City to the EIC. City shall deduct the payment required hereunder upon receipt of said sales tax revenues from the Comptroller of Public Accounts for the State of Texas.

ARTICLE III TERM

The Term of this Contract commences on October 1, 2013, and ends on September 30, 2014, subject to earlier termination as provided herein and extension by agreement of the parties hereto.

ARTICLE IV TERMINATION

This Contract may be terminated by City or EIC for any reason, with or without cause, not earlier than thirty (30) days prior to delivery to the non-terminating party of a written notice of termination. EIC agrees to pay City the reasonable cost of services rendered by City up to the date of termination.

ARTICLE V GOVERNING LAW

This Contract is subject to, governed by, and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in the year and as of the date indicated.

(signatures begin on following page)

CITY OF KERRVILLE, TEXAS

CITY OF KERRVILLE, TEXAS ECONOMIC
IMPROVEMENT CORPORATION

By: _____
Todd Parton, City Manager

By: _____
David Wampler, President

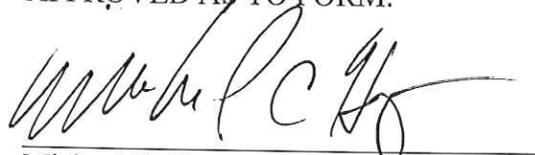
ATTEST:

ATTEST:

Cheryl Brown, Deputy City Secretary

Rex Boyland, Secretary-Treasurer

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

3G. Request by Baptist Children and Family Services' (BCFS) to waive permitting fees associated with the planned construction of a new transition center for youth. (staff)

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

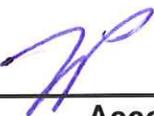
SUBJECT: Request by Baptist Child and Family Services (BCFS) to waive permitting fees associated with the planned construction of a new transition center for youth

FOR AGENDA OF: Sep. 24, 2013 **DATE SUBMITTED:** Sep. 19, 2013

SUBMITTED BY: Todd Parton, **CLEARANCES:**
City Manager

EXHIBITS: Letter from BCFS – Dated August 26, 2013

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 Baptist Child and Family Services (BCFS) organization has requested that the City Council consider waiving the permitting fees associated with the planned construction of a new transition center for youth in the City of Kerrville. BCFS will offer a variety of services to serve area youth and young adults who are dealing with issues like homelessness, substance abuse, unemployment, illiteracy, and teen pregnancy. The center will also house other non-profit agencies that serve related needs. Other agencies to be located within the center include Partners in Ministry, Families & Literacy, The Pregnancy Resource Center, and Art 2 Heart.

BCFS is a global non-profit organization that teams up with many non-profit organizations. Its mission is to partner with other agencies to meet unmet needs of targeted, at-risk populations. Its various initiatives are implemented to meet a wide range of challenges in the field of health and human services.

RECOMMENDED ACTION

BCFS provides many valuable services that help to enhance and improve the local community. The social and economic benefits of their efforts are far ranging and their services are offered at no cost. Furthermore, their program also provides much needed resources to other established non-profit organizations within the community

City staff recommends that the City Council authorize that permitting fees associated with BCFS's planned construction of the transition center for youth be waived and direct the city manager to prepare a resolution to that effect for consideration by the City Council at its meeting of October 8, 2013.

August 26, 2013

**Community Services
Division**

Kerrville Transition Center

1105 East Main

Kerrville, Texas 78028

(830) 896-0993

Fax: (830) 896-1071

www.DiscoverBCFS.net



Families & Literacy, Inc.



Kerrville City Council
701 Main St.
Kerrville, Texas 78028

Dear Members of the Kerrville City Council,

Upon the recommendation of our city manager Todd Pardon, BCFS Health and Human Services (BCFS HHS) is submitting this formal letter respectfully requesting that you waive the permitting fees associated with building Kerrville's new transition center for youth.

The community impact of the Kerrville Transition Center (KTC) is palpable. In this welcoming and safe space, a number of community organizations (including BCFS HHS), educational institutions, and government agencies will work intensely with teens and young adults who are struggling with daunting challenges such as homelessness, substance abuse, unemployment, illiteracy, teen pregnancy and more. Stabilizing these youth, connecting them with help, and equipping them with the know-how and tools to live independently and responsibly lifts up not only their lives, but has a direct impact on the overall prosperity and safety of our community.

Since our founding of the KTC six years ago, the demand for youth services has exploded. The new transition center, which will house not only BCFS HHS but also Partners in Ministry-Vision Youth, Families & Literacy, Inc., The Pregnancy Resource Center, and Art 2 Heart, will serve more than 4,000 youth, young adults and families annually. Together, we will leverage and maximize shared talents and resources, allowing us to serve even more deserving youth and families through the most efficient and effective means.

As you may have read in recent news articles, many of Kerrville's community leaders and philanthropists from throughout the region have rallied behind this project. Recognizing that our center fills a major unmet need for youth in foster care and others who are struggling, the Cailloux Foundation set forth a \$500,000 challenge grant to build a new center. With the investment of foundations such as Sterling-Turner Foundation, Hal and Charlie Peterson Foundation, Perry & Ruby Stevens Foundation, and HEB, as well as the grassroots support of residents throughout the region, the new KTC will become the most robust rural site for youth transitional services in the Hill Country.

BCFS HHS is nearing completion of our capital campaign and plans to launch construction of the new facility shortly after the beginning of the year. The stellar history of our organizations to serve the less fortunate is demonstrative of our respective commitment to those in need. The new KTC is truly a vitally needed resource for the Hill Country, which is why we ask that the city give its support by waiving permitting fees for our new building.

Should you have any further questions or if you are interested in coming out to our current center to witness in person the impact the KTC has on our youth, please do not hesitate to call me at (830) 370-2506.

Sincerely,

Terri Hipps, MS, LPC
Executive Director
BCFS HHS Community Services Division

Agenda Item:

4A. Ordinance No. 2013-16 levying an ad valorem tax for the use and the support of the municipal government for the City of Kerrville, Texas, for the fiscal year 2014; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. (staff)

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

SUBJECT: Second Reading of Ordinance - Ad Valorem Tax Rate for 2013

FOR AGENDA OF: September 24, 2013 **DATE SUBMITTED:** September 16, 2013

SUBMITTED BY: Sandra Yarbrough ^{ay}
Director of Finance **CLEARANCES:** Todd Parton
City Manager

EXHIBITS: Ordinance
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 OR FINANCE:

SUMMARY STATEMENT

At the August 13, 2013 Council meeting, council voted to hold a public hearing to establish the proposed ad valorem tax rate for 2012 at \$0.5625/\$100 value. This rate exceeds the effective rate as calculated by the Tax Assessor-Collector of \$.056128 by .022%. The City was required to hold two public hearings since the proposed tax rate exceeds the effective tax rate.

RECOMMENDED ACTION

Staff recommends approval of the ordinance on the second reading to adopt the tax rate of \$0.5625 for the 2013 tax year.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2013-16**

AN ORDINANCE LEVYING AN AD VALOREM TAX FOR THE USE AND THE SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF KERRVILLE, TEXAS, FOR THE FISCAL YEAR 2014; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID

WHEREAS, the City Council finds that an ad valorem tax must be levied to provide for current expenses and improvements for the City of Kerrville, Texas, during the fiscal year 2014; and

WHEREAS, the City Council further finds that an ad valorem tax must be levied to provide for the payment of principal and interest on outstanding debt maturing in the fiscal year 2014; and

WHEREAS, after due deliberation, study, and consideration of the proposed tax rate for the fiscal year 2014, the City Council has determined that adoption of the rate is in the best interest of the taxpayers of the City and it should be adopted in accordance with law;

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

SECTION ONE. There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Kerrville, Texas, and to provide interest and sinking funds for the fiscal year 2014, a tax of **\$0.5625** on each one hundred dollars (\$100.00) valuation of all property, real, personal, and mixed, within the corporate limits of the City subject to taxation, for the specific purposes herein set forth:

- (A) For the current expenditures of the City of Kerrville and for the general improvement, use and support of the City and its property, there is hereby levied and ordered to be assessed and collected for the fiscal year 2014 on all property situated within the corporate limits of the City, and not exempt from taxation by a valid law, an ad valorem tax rate of \$0.489 on each one hundred dollars (\$100.00) valuation of such property. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY .14% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.**

- (B) For the purpose of paying principal and interest and providing payments into various debt service funds for each issue of tax supported debt, there is hereby levied and ordered to be assessed and collected for the fiscal year 2014 on all property situated within the corporate limits of the City and not exempt from taxation by a valid law,

an ad valorem tax for each issue of debt described in this Section, the sum of such levies being \$0.0735 on each one hundred dollars (\$100.00) valuation of such property.

SECTION TWO. The ad valorem taxes levied are due on October 1, 2013, and may be paid up to and including January 31, 2014, without penalty, but if not paid, such taxes are delinquent on February 1, 2014, provided, however, in accordance with Texas Tax Code §31.03(a), the ad valorem taxes due hereunder may, at the option of the taxpayer, be paid in two payments without penalty or interest so long as the first payment of one-half of the taxes levied is paid before December 1, 2013, and the remaining one-half is paid before July 1, 2014.

SECTION THREE. No discounts are authorized on property tax payments made prior to January 31, 2014.

SECTION FOUR. All taxes become a lien upon the property against which assessed, and the designated City tax collector for the City of Kerrville is authorized and empowered to enforce the collection of such taxes according to the Constitution and Laws of the State of Texas and ordinances of the City of Kerrville, and shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty, and interest. All delinquent taxes shall bear interest and other charges from date of delinquency as prescribed by state law.

PASSED AND APPROVED ON FIRST READING, this the 10th day of September A.D., 2013.

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

THE MEMBERS OF CITY COUNCIL, FOLLOWING THE SPECIFIC MOTION REQUIRED BY STATE LAW, VOTED ON THE PROPOSAL TO CONSIDER THE TAX INCREASE AS FOLLOWS:

	YES	NO
Jack Pratt, Mayor	_____	_____
Carson Conklin, Place 1	_____	_____
Stacie Keeble, Place 2	_____	_____
Justin MacDonald, Place 3	_____	_____
Gene Allen, Place 4	_____	_____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

4B. Ordinance No. 2013-17, adopting the annual budget for the fiscal year 2014; providing appropriations for each department and fund; containing a cumulative clause; and containing a savings and severability clause. (staff)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2013-17**

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET
FOR THE FISCAL YEAR 2014; PROVIDING
APPROPRIATIONS FOR EACH DEPARTMENT AND
FUND; CONTAINING A CUMULATIVE CLAUSE; AND
CONTAINING A SAVINGS AND SEVERABILITY CLAUSE**

WHEREAS, in accordance with Section 8.01 of the City Charter, the City Manager of the City of Kerrville prepared and filed with the City Secretary on July 26, 2013, a proposed budget for the City of Kerrville, Texas, for the fiscal year beginning October 1, 2013, and ending September 30, 2014; and

WHEREAS, in accordance with Section 8.04 of the City Charter, and after providing the required public notice in the City's official newspaper not less than two weeks prior to the date of the public hearing, a public hearing was duly held on September 10, 2013, at the time and place set forth in the public notice, said date being more than thirty days subsequent to the filing of the proposed budget by the City Manager, at which all interested persons were given an opportunity to be heard for or against any item within the proposed budget; and

WHEREAS, after due deliberation, study, and consideration of the proposed budget, and after making such amendments to the budget proposed by the City Manager that the City Council has determined are (1) warranted by law or (2) in the best interest of the taxpayers of the City, the City Council is of the opinion that the Official Budget for the Fiscal Year 2014, with the amendments described and discussed, should be approved and adopted, in accordance with Section 8.06 of the City Charter;

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

SECTION ONE. The Official Budget of the City of Kerrville, Texas, a copy of which is on file in the office of the City Secretary, referenced by the date and number of this Ordinance, and incorporated herein by reference as if fully set out herein, is adopted, in accordance with Section 8.06 of the City Charter.

SECTION TWO. The budgets for each department of the City are hereby deemed to provide a complete financial plan of City funds and activities for the Fiscal Year 2014, in accordance with Section 8.05 of the City Charter.

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

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

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

PASSED AND APPROVED ON FIRST READING, this the 10th day of September, A.D., 2013.

PASSED AND APPROVED ON SECOND AND FINAL READING, 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:

4C. Ordinance No. 2013-18 amending in part Ordinance No. 99-18, as amended, by adopting a new residential rate tariff: Burned Veterans' Discount Program rider BVDP for residential electric service administered by the Kerrville Public Utility Board; containing a cumulative clause; containing a savings and severability clause; and establishing an effective date. (KPUB General Manager Tracy McCuan)

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

SUBJECT: Ordinance No. 2013-18 amending in part Ordinance No. 99-18, as amended, by adopting a new residential rate tariff: Burned Veterans' Discount Program rider BVDP for residential electric service administered by the Kerrville Public Utility Board; containing a cumulative clause; containing a savings and severability clause; and establishing an effective date

FOR AGENDA OF: Sep. 24, 2013 **DATE SUBMITTED:** Sep. 19, 2013

SUBMITTED BY: Todd Parton, **CLEARANCES:**
City Manager

EXHIBITS: Ordinance No. 2013-18
KPUB Letter – Dated August 26, 2013

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

This is the second and final reading for this ordinance. It has remained unchanged since its first reading held by the City Council on September 10, 2013. The City Council voted unanimously to approve Ordinance No. 2013-18 with its first reading.

If passed, this ordinance will allow KPUB to provide bill payment assistance for military veteran customers who suffer from the effects of severe burns received in combat. The assistance would provide for a discount of \$90 per month for the months of April through October.

No public hearing is required for the approval of this program.

RECOMMENDED ACTION

City staff recommends following the KPUB action to approve this ordinance to establish the discount program.



**KERRVILLE
PUBLIC
UTILITY
BOARD**

2250 Memorial Blvd. • P.O. Box 294999 • Kerrville, Texas 78029-4999 • 830-257-3050 • FAX 830-257-8078

August 26, 2013

Mr. Todd J. Parton
City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028

Re: KPUB Burned Veteran Discount Program

Dear Todd,

During the 83rd Regular Legislative Session, the Texas Legislature approved an amendment to the Utilities Code. The amendment allows a bill payment assistance program for military veteran customers who have a significantly decreased ability to regulate their body temperature because of severe burns received in combat. The bill allows the costs of such program to be considered a necessary operations expense. It became effective on June 14, 2013. We were provided information through the Texas Public Power Association on programs that CPS Energy of San Antonio and Floresville Electric Light & Power System (FELPS) have approved. They both implemented a discount of \$90.00 per month during summer months (April through October) for residential accounts where an eligible veteran resides.

Based on the information above, KPUB staff recommended offering similar discounts to KPUB customers. Staff felt that with the local VA Hospital, there may be burned veterans who are KPUB customers. At its meeting on August 21, 2013, the Kerrville Public Utility Board passed and approved the enclosed KPUB Resolution No. 13-13, which approved Residential Rate Tariff: Burned Veterans' Discount Program - Rider BVDP, also enclosed. Since this tariff involves residential rates, City Council approval is also required.

In accordance with KPUB Resolution No. 13-13, I respectfully request you place this matter on an upcoming City Council agenda for a public hearing and first reading of an ordinance to approve the Rider BVDP. I also request you place a second reading of the ordinance on a following City Council agenda. Dwaine Machann is currently drafting an ordinance for your and Mike Hayes' review.

Mr. Todd J. Parton

- 2 -

August 26, 2013

Please let me know if you have any questions or need additional information.

Yours truly,

A handwritten signature in black ink, appearing to read "T. L. McCuan". The signature is fluid and cursive, with the first and last names being more prominent.

Tracy L. McCuan
General Manager and CEO

TLM/lg

cc: Mike Hayes, City Attorney
Dwaine Machann, KPUB Counsel

Enc: KPUB Resolution 13-13
Residential Rate Tariff: Burned Veterans' Discount Program—Rider BVDP

RESOLUTION NO. 13-13

A RESOLUTION OF THE KERRVILLE PUBLIC UTILITY BOARD APPROVING A NEW RESIDENTIAL RATE TARIFF: BURNED VETERANS' DISCOUNT PROGRAM—RIDER BVDP AND FORWARDING THE PROPOSED RESIDENTIAL TARRIFF TO THE CITY OF KERRVILLE FOR ACTION AND APPROVAL BY THE CITY COUNCIL.

WHEREAS, on June 14, 2013 Texas SB 981 became effective amending the Utilities Code allowing a bill payment assistance program for customers who are military veterans who have a significantly decreased ability to regulate their body temperature because of severe burns received in combat; and

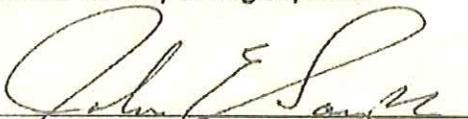
WHEREAS, the KPUB staff recommended the approval of a new Residential Rate Tariff: Burned Veterans' Discount Program—Rider BVDP; now, therefore,

BE IT RESOLVED BY THE KERRVILLE PUBLIC UTILITY BOARD THAT:

Section 1. The above recitals are true and correct.

Section 2. The Board approves the new Residential Rate Tariff: Burned Veterans' Discount Program—Rider BVDP, attached hereto as Exhibit "A", as recommended by staff and the General Manager is authorized to forward the new residential rate tariff described herein to the Kerrville City Council for its consideration and action.

PASSED, APPROVED AND ADOPTED on this 21st day of August, 2013



John E. Sample, Chairman

ATTEST:



Stephen Fine, Secretary
Fred Gamble, Vice Chairman

Exhibit A

Tariff for Electric Service

Kerrville Public Utility Board

Effective Date: September __, ____

BURNED VETERANS' DISCOUNT PROGRAM
RIDER BVDP

AVAILABILITY

This rider is available only in conjunction with full service electric residential accounts for customers who meet the following eligibility requirements:

1. Applicant is a military veteran who has significantly decreased ability to regulate his or her body's core temperature because of severe burns received during armed conflict or in combat.
2. Applicant shall complete the Burned Veterans' Discount Application and provide confirmation from a military medical facility that the applicant has met the above criteria. Medical confirmation will be required every 12 months to continue program participation.
3. Only the applicant's primary residence that he or she currently occupies is eligible for the discount. The discount will apply even if the veteran is not the customer of record.
4. Applicant will be eligible for other available rate discounts, but only one discount at a time will be applied to the bill.

CONDITIONS

The current rules and regulations shall apply to the Program, including the payment and collection process.

MONTHLY RATE

The monthly bill will be calculated in accordance with the corresponding full service electric rate less a discount of \$90.00 per month during the months of April through October. This discount shall not result in a credit balance to the monthly bill of any Customer receiving this discount.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2013-18**

AN ORDINANCE AMENDING IN PART ORDINANCE NO. 99-18, AS AMENDED, BY ADOPTING A NEW RESIDENTIAL RATE TARIFF: BURNED VETERANS' DISCOUNT PROGRAM RIDER BVDP FOR RESIDENTIAL ELECTRIC SERVICE ADMINISTERED BY THE KERRVILLE PUBLIC UTILITY BOARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Kerrville, Texas, owns an electric system and manages and operates its system through its duly appointed board of trustees, the Kerrville Public Utility Board ("KPUB"), a body created pursuant to Tex. Rev. Civ. Stat. Ann. art 1115, as amended; and

WHEREAS, on June 14, 2013, Texas Senate Bill 981 ("SB 981"), which amended the Texas Utilities Code, became effective; and

WHEREAS, SB 981 authorizes a bill payment assistance program for residential electric customers that are military veterans and who have a significantly decreased ability to regulate their body temperatures because of severe burns received in combat; and

WHEREAS, KPUB has approved a new Residential Rate Tariff: Burned Veterans' Discount Program –Rider BVDP and forwarded the new residential rate tariff to the City Council for its consideration and action; and

WHEREAS, the City Council finds that the new Residential Rate Tariff: Burned Veterans' Discount Program –Rider BVDP approved KPUB should be approved and adopted;

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

SECTION ONE. Ordinance No. 99-18, as amended, and as it applies to residential rates and charges applicable to electric service provided by the electric system owned by the City of Kerrville and managed and operated on the City's behalf by the Kerrville Public Utility Board is amended as follows:

The new Residential Rate Tariff: Burned Veterans' Discount Program – Rider BVDP, attached to this Ordinance as **Exhibit A** and incorporated herein by reference, is hereby in all things adopted and is applicable to all qualifying residential customers that are military veterans of the City's electric system managed and controlled by the Kerrville Public Utility Board, effective October 1, 2013.

SECTION TWO. Except as specifically amended by Section One above as to residential rates for qualifying military veterans, Ordinance No. 99-18, as amended, remains in full force and effect.

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

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

SECTION FIVE. This Ordinance shall become effective from and after the date of final passage on second reading.

PASSED AND APPROVED ON FIRST READING, this the 10th day of September, 2013.

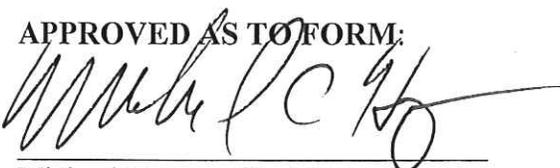
PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of September, 2013.

Jack Pratt, Mayor

ATTEST:

Brenda Craig, City Secretary

APPROVED AS TO FORM:



Michael Hayes, City Attorney

BURNED VETERANS' DISCOUNT PROGRAM
RIDER BVDP

AVAILABILITY

This rider is available only in conjunction with full service electric residential accounts for customers who meet the following eligibility requirements:

1. Applicant is a military veteran who has significantly decreased ability to regulate his or her body's core temperature because of severe burns received during armed conflict or in combat.
2. Applicant shall complete the Burned Veterans' Discount Application and provide confirmation from a military medical facility that the applicant has met the above criteria. Medical confirmation will be required every 12 months to continue program participation.
3. Only the applicant's primary residence that he or she currently occupies is eligible for the discount. The discount will apply even if the veteran is not the customer of record.
4. Applicant will be eligible for other available rate discounts, but only one discount at a time will be applied to the bill.

CONDITIONS

The current rules and regulations shall apply to the Program, including the payment and collection process.

MONTHLY RATE

The monthly bill will be calculated in accordance with the corresponding full service electric rate less a discount of \$90.00 per month during the months of April through October. This discount shall not result in a credit balance to the monthly bill of any Customer receiving this discount.

Agenda Item:

5A. Ordinance No. 2013-19 amending various sections of the Code of Ordinances of the City of Kerrville, Texas, to delete and remove fees for various services and amenities provided or offered by the City as said fees are established by the city's fee schedule, which is adopted by resolution of the City Council; containing a savings and severability clause; providing for an effective date; and providing other matters relating to the subject. (staff)

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

SUBJECT: Ordinance No. 2013-19 amending various sections of the Code of Ordinances of the City of Kerrville, Texas, to delete and remove fees for various services and amenities provided or offered by the City as said fees are established by the City's Fee Schedule, which is adopted by resolution of the City Council; containing a savings and severability clause; providing for an effective date, and providing other matters relating to the subject

FOR AGENDA OF: Sept. 24, 2013 **DATE SUBMITTED:** Sept. 20, 2013

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

EXHIBITS: Ordinance No. 2013-19

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO: NA

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City staff continues to compile and list all fees that the City charges for various services and amenities into the City's Fee Schedule. The Fee Schedule is adopted each year by City Council via resolution and as part of the budget adoption process. As there are fees which still exist within the Code of Ordinances for the City of Kerrville, Texas ("Code"), staff is recommending the deletion and removal of those fees so as to avoid confusion and conflict. The attached ordinance will delete the various fees found within the Code.

RECOMMENDED ACTION

Consideration and adoption of an ordinance to delete various fees found within the Code.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2013-19**

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, TO DELETE AND REMOVE FEES FOR VARIOUS SERVICES AND AMENITIES PROVIDED OR OFFERED BY THE CITY AS SAID FEES ARE ESTABLISHED BY THE CITY'S FEE SCHEDULE, WHICH IS ADOPTED BY RESOLUTION OF THE CITY COUNCIL; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, the City of Kerrville charges fees for the services and amenities it provides or offers; and

WHEREAS, such fees include charges for water usage, permits relating to building construction, and the use of park facilities; and

WHEREAS, the fees are listed in the City's Fee Schedule, which is adopted yearly by the City Council via a resolution, and which fees are amended from time to time; and

WHEREAS, some fees are listed in the Code of Ordinances for the City of Kerrville, Texas ("Code") and to avoid conflict and confusion, City staff recommends deleting and removing these from the Code; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to delete and remove various fees found within multiple sections of the Code for the reasons provided above;

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

SECTION ONE. The following sections of the Code of Ordinances for the City of Kerrville, Texas, are amended by deleting and removing the fees specified in those sections:

Sec. 2-62	Sec. 34-44	Sec. 66-39(f)
Sec. 2-131	Sec. 42-32(b, k)	Sec. 78-33
Sec. 6-47	Sec. 42-37 (c)	Sec. 86-2(b)(1-6)
Sec. 14-53(a)	Sec. 42-39(a)	Sec. 102-40
Sec. 18-4	Sec. 42-41	Sec. 110-33 (c)
Sec. 18-31(b)	Sec. 58-74	Sec. 110-35(d)
Sec. 18-37(4)	Sec. 58-106	Sec. 110-43
Sec. 18-80(b)	Sec. 58-161(b)	Sec. 110-44(a)
Sec. 30-104	Sec. 58-203	Sec. 110-48(c, d, f)
Sec. 30-133	Sec. 62-1	Sec. 110-49

Sec. 110-50
Sec. 110-51(a, g)
Sec. 110-52

Sec. 110-54(d)
Sec. 110-58
Sec. 110-135

Sec. 110-136
Sec. 110-208
Sec. 114-5

SECTION TWO. To the extent any other fees found within sections of the Code are specified in the City's Fee Schedule, such fees found within the Code are hereby deleted and removed as if done so by specific listing within Section One, above.

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

SECTION FOUR. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The 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 FIVE. This Ordinance is effective immediately upon final passage.

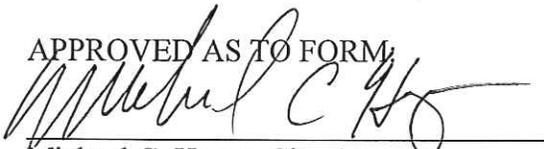
PASSED AND APPROVED ON FIRST READING, this ____ day of _____, 2013.

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

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

Agenda Item:

6A. Request to abandon and vacate a small portion of Lucille Street from State Highway 27 (Junction Highway) to Woodlawn Avenue. (staff)

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

SUBJECT: Request to abandon a small portion of Lucille Street from SH 27 to Woodlawn Ave

FOR AGENDA OF: 9/24/13

DATE SUBMITTED: 9/10/13

SUBMITTED BY: Charlie Hastings, P.E. ^{CHA}
Public Works Director

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Abandonment Request, Map

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

Staff has received a request from the law offices of Wallace, Jackson & Lohmeyer, PC representing local developers, to abandon a portion of Lucille Street from SH 27 to Woodlawn Ave. The city Engineering Department and TxDOT have reviewed the request and offer no objections; abandoning this short portion of the road (approximately 85 linear feet) is anticipated to enhance the safety of the SH 27 and Woodlawn intersection as well as the driveway entrance to Lone Star Lodges Mobile Home Park. An easement will need to be retained to accommodate an existing buried water main.

Abandonment of right of way requires an ordinance and payment for the fair market value of the right of way being abandoned. It will be the responsibility of the developer to have the proposed area surveyed, appraised, and to pay the city for the appraised value should Council allow the developer to proceed with his request.

RECOMMENDED ACTION

The Director of Public Works recommends that Council authorize the process of abandonment of Lucille Street from SH 27 to Woodlawn to proceed subject to bringing the item back to Council for future consideration.

WALLACE, JACKSON & LOHMEYER, PC

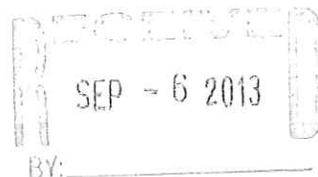
A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

820 MAIN ST., Suite 100

KERRVILLE, TEXAS 78028-5300

Telecopier (830) 257-6119



Edgar A. Wallace, Of Counsel

David L. Jackson,
Board Certified Residential, Commercial
and Farm & Ranch Real Estate
(830) 258-4205
(cell/text (830) (343-7455)

Legal Assistant - Kathy Rittimann
(830) 258-4224

Administrative Assistant -
Mary Anne Neuse
(830) 258-4212

Fred Lohmeyer
Board Certified in Estate Planning and
Probate Law
(830) 258-4213
J. Stuart Lohmeyer
(830) 258-4216

September 4, 2013

Legal Assistant - Betty Poyo
(830) 258-4219

Ms. Kristine Ondrias
Assistant City Manager
701 Main Street
Kerrville, Texas 78028

Re: Street Closure

Dear Ms. Ondrias:

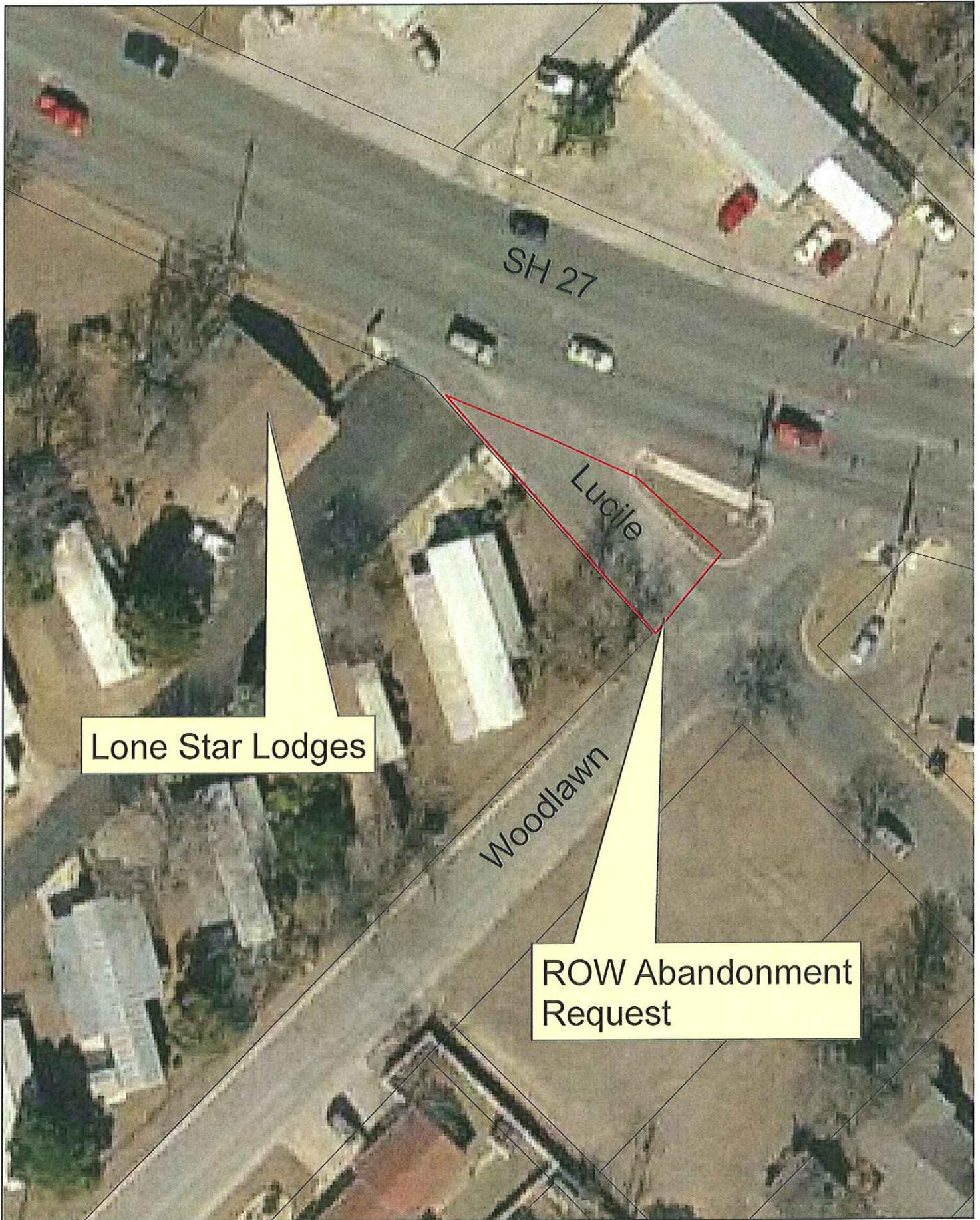
We represent Charlie Whelan and David Wahrmund. On behalf of our clients we ask that the little part, west of Woodlawn, of Lucille Street be permanently closed. We understand the triangle where the traffic signal equipment is located belongs to the City of Kerrville, which TxDot is using, will remain. If there is anything further needed for this request let us know.

Very truly yours,

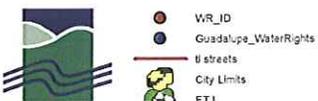
WALLACE, JACKSON & LOHMEYER, PC

BY: David L. Jackson
David L. Jackson

DLJ/kr



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



Agenda Item:

6B. Report of the 2013 Charter Review Commission regarding proposed amendments to the City Charter. (John Mosty, Chair)

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

SUBJECT: Report of the 2013 Kerrville Charter Review Commission

FOR AGENDA OF: Sept. 24, 2013 **DATE SUBMITTED:** Sept. 18, 2013

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

EXHIBITS: Report of the 2013 Kerrville Charter Review Commission

AGENDA SENT TO: CRC

APPROVED FOR SUBMITTAL BY CITY MANAGER: *M*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

In December 2012, City Council established a Charter Review Commission (“CRC”) composed of seven members. The City Council charged the CRC with reviewing the City Charter and requested that the CRC compile a report of its review in time for placement on the May 13 election. However, Council extended the CRC’s term which allowed the CRC to conduct a thorough review. The result of this review is the *Report of the 2013 Kerrville Charter Review Commission*, which is attached.

The CRC is ready to present its Report to City Council.

RECOMMENDED ACTION

Consideration of Report and action as necessary.



REPORT OF THE 2013 KERRVILLE CHARTER REVIEW COMMISSION

John M. Mosty, Chair
Bruce Motheral, Vice-Chair
Glenn Andrew
Harvey Brinkman
Joe Herring, Jr.
Tom Myers
Gene Smith

September 5, 2013

September 5, 2013

Honorable Mayor and City Councilmembers:

We, the members of the 2013 Charter Review Commission (“CRC”), held a series of meetings to review the Kerrville City Charter and consider whether any amendments are necessarily or desirable. Our review was in strict conformance with the *City Council Charge to and Schedule for the Charter Review Commission*, dated December 11, 2012. Pursuant to the Charge, we held 11 meetings. We allowed public input at each meeting.

We have concluded our work and present this report to you. As you will see, the report identifies various amendments that we believe should be submitted to City voters for consideration at the May 10, 2014, election.

This report begins with a summary of our recommendations. The summary is followed by the actual text of each of the proposed substantive amendments. Within the text of the amendments, blue underlining indicates language proposed to be added and [~~bracketed red overstrike~~] indicates language proposed for deletion. Each of the proposed text changes is followed by a brief statement of the CRC’s rationale for proposing the change.

We appreciate the opportunity to serve you and the citizens of our community through the Charter review process.

Respectfully submitted,

Members of the Kerrville 2013 Charter Review Commission

John M. Mosty, Chair

Bruce Motheral, Vice-Chair

Glenn Andrew

Tom Myers

Harvey Brinkman

Gene Smith

Joe Herring, Jr.

I. SUMMARY OF RECOMMENDATIONS

1. Delete Section 1.03 regarding the filing of a claim against the City to conform to state law.
2. Amend Section 2.04 to address vacancies, including a vacancy resulting from a recall election.
3. Amend Section 3.02 to clarify the Mayor's authority during emergencies.
4. Amend Section 4.03 to increase the number of signatures required for a candidacy petition and to waive the signature requirement where a filing fee is paid.
5. Amend Section 4.08 regarding the canvassing of elections to conform to state law.
6. Amend Section 5.04 to revise the signature requirements for a recall petition.
7. Amend Section 5.10 to revise the process for a vacancy created as the result of a recall.
8. Delete Section 5.11 regarding time restrictions with respect to the use of recall.
9. Amend Section 5.12.a. to revise the signature requirement for an initiative petition.
10. Amend Section 5.13.a. to revise the signature requirement for a referendum petition.
11. Amend Section 8.07 to require that an ordinance is used for a budget amendment.

II. SUBSTANTIVE REVISIONS

Delete Section 1.03 regarding the filing of a claim against the City to conform to state law.

~~[Section 1.03. Special Provision for Damage Suits.~~

~~Before the City shall be liable to damage claim or suit for injury to one's person or property, the person who is injured or whose property is damaged or someone in his behalf shall give the City Manager or City Secretary notice in writing within thirty (30) days after the occurring of the alleged injury or damage, stating specifically in such notice when and how the injury or damage was sustained, and setting forth the extent of the injury or damage as accurately as possible. No action at law for damages shall be brought against the City for injury to one's person or property prior to the expiration of sixty (60) days after the notice hereinbefore described has been filed with the City Manager or City Secretary. After the expiration of sixty (60) days aforementioned, the complainant may then have two (2) years in which to bring an action at law. Any provisions hereof which are in conflict with the Texas Tort Claims Act shall be null and void and of no effect and the provisions of such act as it now exists, or as it may hereafter be amended, shall control.]~~

Rationale: Texas law, specifically the Texas Tort Claims Act ("Act"), establishes when cities are liable for various actions and conditions. The Act sets out the required process to use when making a claim or filing suit against a city, possible defenses and immunities for cities, and the amount of monetary damages that may be recovered where immunity is waived. As such, the Charter Review Commission ("CRC") believes Section 1.03 is unnecessary as it is addressed and superseded by state law.

Amend Section 2.04 to address vacancies, including a vacancy resulting from a recall election.

Section 2.04. Vacancies.

Vacancies in the City Council, including a vacancy resulting from a recall election, shall be filled by the Council for the remainder of the unexpired term ~~[, but any vacancy resulting from a recall election shall be filled in the manner provided in such cases]~~. The Council shall ~~[may]~~ appoint a qualified elector to fill a vacancy within thirty ten (30+0) days after such vacancy occurs. For purposes of this section and the Charter, a "qualified elector" or "qualified voter" means a "registered voter" in accordance with state law. [; provided, that there was prior notification of such vacancy. If there is no prior notification, the City Council may fill the vacancy within thirty (30) days of such vacancy. In the absence of such Council action, a special municipal election shall be called and the vacancy shall be filled at the next authorized election date in accordance

~~with state law. The order for election shall be called by the Mayor, or in his absence or incapacity, the Mayor Pro Tem, or in his absence or incapacity, the City Manager.]~~

Rationale: This amendment is intended to address the following issues:

- 1) despite the existing language, there is no provision within the Charter as to how a vacancy resulting from a recall election is addressed. This amendment clarifies what happens where a vacancy results from a recall election;
- 2) the CRC recommends a simpler process for when a vacancy occurs; for example, “prior notice” was not defined and could lead to confusion or arguments. As a remedy, this amendment makes it mandatory that Council fill a vacancy within 30 days;
- 3) the City Secretary informed the CRC that a November special election would cost the City in excess of three times the cost of a May election. Thus, the CRC believes that authorizing the Council to make an appointment for the unexpired term and not calling an election is appropriate and may save money;
- 4) the CRC recommends defining “qualified elector” and “qualified voter” in the same way as the Texas Election Code, which defines these terms as a “registered voter”;
- 5) the CRC recommends deleting the last sentence as it is unnecessary where Council has the authority to make an appointment.

Amend Section 3.02 to clarify the Mayor’s authority during emergencies.

Section 3.02. Mayor and Mayor Pro Tem.

Following the canvass of a regular election, the Council shall choose one of its members (other than the Mayor) as Mayor Pro Tem. The Mayor shall preside at meetings of the Council and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him by this Charter and the ordinances of the City. He shall be recognized as the head of the City government for all ceremonial purposes, by the courts for serving civil processes, and by the Governor for purposes of military law. In time of public danger or emergency, the Mayor ~~[shall, if so authorized and directed by vote of the Council, take command of the police, maintain order, and enforce the law]~~ is authorized to act in accordance with federal and state law and City policy. If a vacancy occurs in the Office of Mayor, the Council shall appoint a successor Mayor for the remaining term, in accordance with Section 2.04. If the Mayor is absent or disabled, the Mayor Pro Tem shall act as Mayor for the duration of the period of such absence or disability. If the Mayor Pro Tem is also absent or disabled, then the Council shall elect a Presiding Officer to act in the place of the Mayor Pro Tem.

Rationale: The CRC believes that the Mayor must have the authority to act in times of emergencies in accordance with federal and state law and City policy, such as the City’s Emergency Management Plan. In other words, the Mayor’s authority should not be dependent upon and derived from Council action because in part, Council may not be available to act. Thus, the CRC recommends amending this section to make it clear that the Mayor may act in times of emergencies without prior Council approval. In addition, where a vacancy occurs in the office of the Mayor, the CRC recommends clarifying that Council must appoint a replacement in accordance with Section 2.04.

Amend Section 4.03 to increase the number of signatures required for a candidacy petition and to waive the signature requirement where a filing fee is paid.

Section 4.03. Application for Candidacy.

Any person who lawfully qualifies, and is, a registered voter may file an application for election for a Place on the City Council. The name of such candidate and Place for which he is filing will be affixed by the City Secretary at the time of issuance of an application form. Such application shall include a petition signed by not less than 100 ~~[75]~~ qualified and registered voters of the City. The application and the signatures thereon as well as the affidavits of the circulators shall meet the requirements of state law. All papers comprising an application shall be assembled and filed with the City Secretary in accordance with state law ~~[and shall include a filing fee of \$25.00. The filing fee shall be waived where the petition includes the signatures of not less than 100 qualified and registered voters of the City.]~~ Signatures are not required where the application includes a filing fee of \$100.00. The City Secretary shall review the petition as required by state law and if the petition is found to be insufficient, the City Secretary shall return it immediately to the person who filed it, with a written statement certifying why the petition is found to be “insufficient.” Within the time authorized by state law such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate. If the application complies with this section and state law, the City Secretary shall place such name on the ballot. Application forms shall be obtained from the City Secretary, as they are promulgated by the Texas Secretary of State.

Rationale: After reviewing what other Texas cities require for candidate applications, the CRC recommends increasing the number of signatures required from 75 to 100. In addition, the CRC recommends allowing a candidate to pay a filing fee of \$100.00 instead of submitting the signatures.

Amend Section 4.08 regarding the canvassing of elections to conform to state law.

Section 4.08. Canvassing Elections.

The City shall conduct an election canvass following a general or special election in accordance with state law.

~~[All elections held under this Charter, whether for the choice of candidates or for the submission of questions to the electors, shall be conducted in accordance with general election laws of the State of Texas; and except as otherwise provided in this Charter, such general laws shall be applicable to and control all such elections. The election judges and other necessary election officials for conducting all such elections shall be appointed annually by the City Council. The election judges shall conduct the elections, open the ballot boxes, take therefrom and count the ballots, whether for candidates or questions, and enter the result on the tally sheet as provided by the general election laws, or as may be provided by ordinance. They shall certify the count so made, seal the tally sheet up with their certification and return it at once to the City Secretary. On the first Tuesday after the election, the present City Council shall meet, open the returns, canvass and officially declare the results of the election as to candidates and questions, and issue certificates of election to candidates elected as hereinbefore provided.]~~

Rationale: Changes in Texas election law make it necessary to revise this section. The City must canvass in accordance with state law, which supersedes the Charter.

Amend Section 5.04 to revise the signature requirements for a recall petition.

Section 5.04. Petitions for Recall.

Before the question of recall of a Councilmember shall be submitted to the qualified voters of the City, a petition demanding such question to be so submitted shall first be filed with the City Secretary. The petition must contain the number of valid signatures of qualified voters totaling the greater of ~~[(a) five percent (5%) of the registered voters entitled to vote at the last City election,]~~ (a [b]) twenty [thirty-five] percent (20 [35] %) of the number of persons who voted in the most recent City election or [,- but in no case fewer than the signatures from three] two-hundred (200 [300]) qualified voters ~~[registered to vote in the City]~~. Each signer of such recall petition shall personally sign their name thereto and shall write after their name their place of residence, giving the name of the street and the number, and shall also write thereon the day, the month, and the year their signature was affixed.

Rationale: The CRC believes that this amendment is clearer and provides a more reasonable threshold for securing a valid recall petition.

Amend Section 5.10 to revise the process for a vacancy created as the result of a recall.

Section 5.10. Result of Recall Election.

a. If a majority of the votes cast at a recall election shall be “No”, that is against the recall of the Councilmember named on the ballot, the Councilmember shall continue in office for the remainder of his/her unexpired term, subject to recall as provided herein. If a majority of the votes cast at such election be “Yes”, that is for the recall of the Councilmember named on the ballot, the Councilmember shall, regardless of any technical defects in the recall petition, be deemed removed from office upon passing of the resolution canvassing the election, and the vacancy shall be filled in accordance with Section 2.04 above.

b. Where a vacancy(s) occurs due to a recall election, the remaining Councilmembers, including where the remaining Councilmembers number two or less, may appoint a qualified elector(s) for the recalled place(s), which such person(s) may serve only through the canvassing of the next municipal election. The appointed person(s) may choose to become a candidate at such election but in any case, the person elected at the election will only serve through the remainder term, if applicable.

c. A Councilmember who is recalled is [shall] not [be] eligible for appointment to Council in the period between the recall vote and the next election or qualified for placement on the ballot for the immediately ensuing election.

Rationale: The CRC recommends amending this section so that it is clear what happens after a successful recall election and that in the instance where two or less Councilmembers remain, the remaining Councilmembers, even if less than a majority of the entire Council, have the authority to fill the vacancies. The CRC also recommends adding that a recalled Councilmember is not eligible for appointment for a period of time.

Delete Section 5.11 regarding time restrictions with respect to the use of recall.

~~**[Section 5.11. Recall Restrictions.]**~~

~~[No recall petition shall be filed against any Councilmember within six (6) months after the Councilmember's election, within the last six (6) months of the Councilmember's term, nor within six (6) months after an election for such Councilmember's recall.]~~

Rationale: The CRC recommends deleting Section 5.11. With these restrictions in place, two-year terms, and the mandated process and timelines for calling an election under the Texas Election Code, there is a very small period of time that a recall could occur making the current recall provision not very effective.

Amend Section 5.12.a. to revise the signature requirement for an initiative petition.

Section 5.12. Initiative; Petition; Procedure.

a. Qualified voters of the City may initiate legislation by ordinance by submitting a petition addressed to the City Council, which requests the submission of the proposed ordinance to a vote of the qualified voters of the City. The City Attorney shall review the petition for enforceability and legality. Said petition must contain the number of valid signatures totaling the greater of ~~[(a) five percent (5%) of the registered voters entitled to vote at the last City election,]~~ (a [b]) twenty ~~[thirty-five]~~ percent (20 ~~[35]~~ %) of the number of persons who voted in the most recent City election or ~~[, but in no case fewer than the signatures from three]~~ two-hundred (200 ~~[300]~~) qualified voters ~~[registered to vote in the City]~~. Each copy of the petition shall have attached to it a copy of the full text of the proposed ordinance. The petition, its form and content, shall be the same as for recalls as provided in Section 5.05 above. The certification of the City Secretary, and any amendment to the petition and its presentation to City Council shall be the same as for recalls as provided in Section 5.06 above.

Rationale: The CRC believes that this amendment is clearer and provides a more reasonable threshold for securing a valid initiative petition.

Amend Section 5.13.a. to revise the signature requirement for a referendum petition.

Section 5.13. Referendum; Petition; Procedure; Effect Prior to Election.

a. Qualified voters of the City may require that any ordinance, with the exception of ordinances dealing with any budget or any capital program, or relating to appropriation of money, issuing of bonds, setting of utility rates and levy of taxes or salaries of City officers or employees, or any other ordinance not subject to referendum as provided by state statute or case law, passed by the City Council be submitted to the voters of the City for approval or disapproval, by submitting a petition for this purpose within ten (10) days after the date the ordinance sought to be reconsidered was adopted. Said petition must contain the number of valid signatures totaling the greater of ~~[(a) five percent (5%) of the registered voters entitled to vote at the last City election,]~~ (a [b]) twenty ~~[thirty-five]~~ percent (~~[35]~~20%) of the number of persons who voted in the most recent City election, or ~~[but in no case fewer than the signatures from three]~~ two-hundred (200 ~~[300]~~) qualified voters ~~[registered to vote in the City]~~. The petition, its form and content, shall be the same as for recalls as provided in Section 5.05 above. The certification of the City Secretary, any amendment to the petition and its presentation to City Council shall be the same as for recalls as provided in Section 5.06 above. Council shall either repeal the referred ordinance or submit the referred ordinance to the qualified voters of the City within thirty (30) days after the date the petition was finally determined sufficient.

Rationale: The CRC believes that this amendment is clearer and provides a more reasonable threshold for securing a valid initiative petition.

Amend Section 8.07(d) to require that an ordinance is used for a budget amendment.

Section 8.07. Amendments after Adoption.

d. **Transfer of Appropriations.** At any time during [~~or before~~] the fiscal year, the City Council may by ordinance ~~resolution~~ transfer part or all of the unencumbered appropriation balance from one department, fund, or organizational unit to the appropriation for other departments or organizational units or a new appropriation. The manager may transfer funds among programs within a department, fund, or organizational unit and shall report such transfers to the Council in writing in a timely manner.

Rationale: Under the “equal dignities” rule, an ordinance, as one example, may only be amended by an ordinance. The same rule generally applies to a resolution or any other type of written legal instrument. As such, in order to authorize an amendment to the City’s budget, which is adopted each year by ordinance, an amendment must be in the form of an ordinance. Thus, the CRC recommends amending this section to reflect this rule.

Agenda Item:

6C. Appeals by the applicant/operator for reasonable accommodations in accordance with the Ordinance No. 2013-06 group home and boarding home facilities at the following addresses:

1. 818 Bulwer Avenue
2. 929 Pecan Street.

following is a summary of each home's information as well as the number of residents staff permitted as part of the process. Additionally, attached is information that staff used to determine the appropriate number of residents in order to protect the fundamental nature of the zoning scheme.

818 Bulwer Ave – Catherine Saurage

Number of residents allowed by zoning	8
Number of residents allowed by ordinance	8
Residents requested	15
Residents granted	8
Zoning	R1A

929 Pecan Street – Catherine Saurage

Number of residents allowed by zoning	8
Number of residents allowed by ordinance	6
Residents requested	10
Residents granted	8
Zoning	R1A

RECOMMENDED ACTION

Staff recommends City Council review each request to determine the appropriate number of residents and determine if compliance in each situation should be immediate or determine the date compliance must be met.

929 Pecan Street

Catherine Saurage



City of Kerrville
 200 Sidney Baker St. North
 Kerrville, TX 78028
 (830) 258-1172

PAID
JUN 04 2013

City of Kerrville

BOARDING HOME PERMIT APPLICATION

0201300441

Boarding Home Application Number:

1.	Boarding Home Name: <u>The Blue Lotus House</u>		Building #	Suite #
	Site Address: <u>929 Pecan Street</u>		Block:	Lots: Existing Zoning: <u>A1</u>
	Legal Description			
2.	Is this Boarding Home facility within 1/2 mile of another licensed Boarding Home? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
	Has the applicant received a variance for the 1/2 - mile distance requirement? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			
3.	Boarding Home Owner/Operator: <u>Catherine Saurage</u>		Date of Birth: <u>3-21-77</u>	Phone: <u>830-481-7406</u>
	Home Address: <u>112 Crescent Drive</u>		Email: <u>nikki@thebluelotusboards.com</u>	
	City: <u>Kerrville</u>	State: <u>TX</u>	Zip Code: <u>78028</u>	
	Driver's License/I.D. # <u>19025601</u>			
	Is this facility rented from property owner? <input checked="" type="checkbox"/> Owner Approval Letter attached? <input type="checkbox"/>			
	Emergency Contact #			
	Name:			
	Address:			
	Phone:			
	Email:			
4.	Property Owner (If not Same): <u>R. BRUCE MOTHERAL</u>		Phone: <u>830-257-6360</u>	Fax:
	Home Address: <u>812-A Sidney Baker</u>		Email:	
	City: <u>Kerrville</u>	State: <u>TX</u>	Zip Code: <u>78028</u>	
	Driver's License/I.D. #			
	Property Owner (If not Same):		Phone:	Fax:
	Home Address:		Email:	
	City:	State:	Zip Code:	
	Driver's License/I.D. #			
5.	Does the property owner or operator own/operate another Boarding Home within the City of <u>Kerrville</u> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the name, address, Boarding Home permit number, owner/operator's name and address. Use additional sheets as needed. <u>Catherine Saurage / The Blue Lotus House</u> <u>112 Crescent Drive / 818 Bulwer Avenue</u> <u>Kerrville TX 78028</u>			
6.	Documentary evidence of 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 <input type="checkbox"/>			
7.	Desired number of residents <u>10</u> Use attached formula sheet to determine number of residents allowed.			
8.	Attach: Sketch of Floor Plan - Detailing the total square footage of the Habitable Space as defined by the Ordinance. Include detailed dimensions of Bedrooms and number of Bathrooms. Attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

9. Off-Street Parking Requirements: To determine the number of off street parking space requirements, multiply the number of residents by 75%, with any resulting fraction for the number of spaces being rounded up.
 Total spaces required 104 CNS

10. Fees:
 Annual Permit Fee.....\$1,000.00
 Re-Inspection Fee.....\$75.00

The fee(s) are due upon submission of permit application and fee(s) are non-refundable

11. **NOTICE**

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I acknowledge that my project may be subject to the requirements of the Fair Housing Act (FHA), the Americans with Disabilities Act (ADA), the Texas Accessibility Standards (TAS), and section 504 of the Rehabilitation Act of 1973. It is my responsibility to ensure my project complies with those requirements. I affirm that for information I will contact: 1-800-949-4232 for ADA, 1-800-767-7468 for FHA, or 1-800-803-9202 for TAS.

*By filling 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.

Catherine Saurage 5/17/13
 Boarding Home Owner / Operator Signature Date:

Printed Name: Catherine Saurage

* Owner:

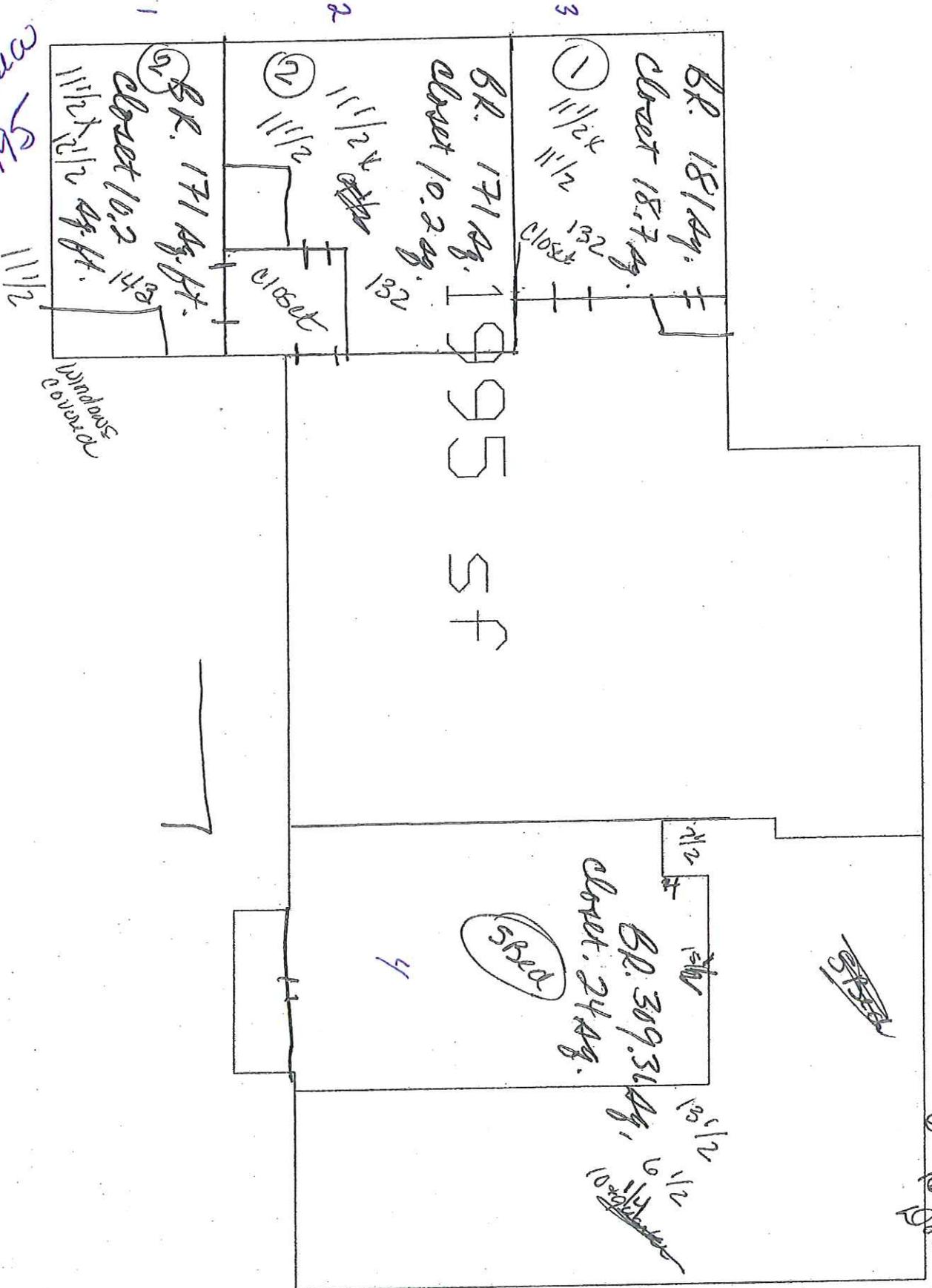
I CERTIFY THAT I AM THE PROPERTY OWNER

Owner Signature: [Signature] Date: 5/17/13

	Issue	Hold	Initial
Code Compliance	<input type="checkbox"/>	<input type="checkbox"/>	_____
Building Inspection	<input type="checkbox"/>	<input type="checkbox"/>	_____
Planning	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fire	<input type="checkbox"/>	<input type="checkbox"/>	_____

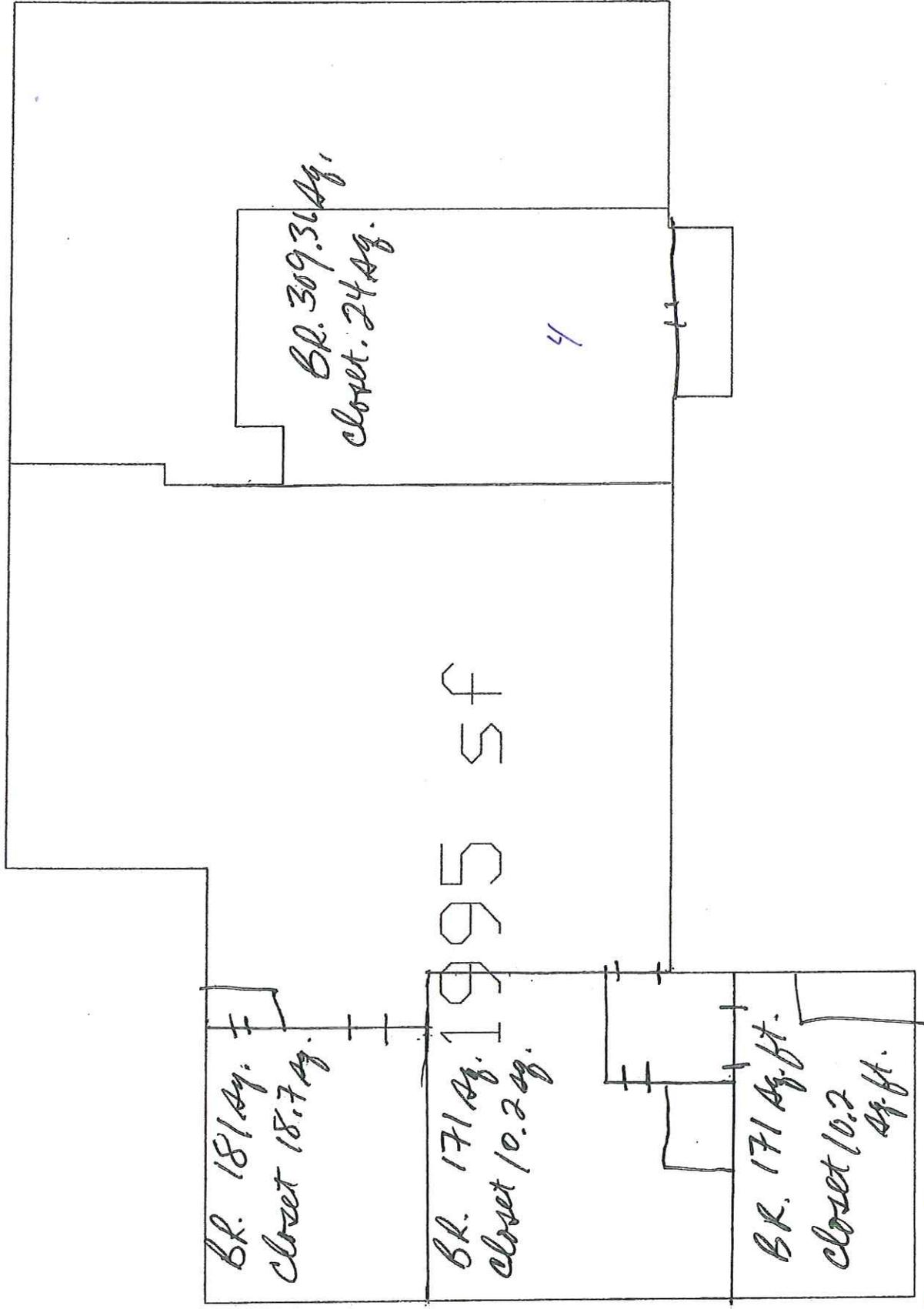
Approval: _____ Date: _____

Living Area
566-1
995



929 SF

929 PECAN



Shane Hill
1995
with family

929 Pecan

Bedroom #1 15'4" x 11'7" ~~180.2 sq.~~ 176 sq.
closet 5'10" x 2' 10.2 sq.

BR #2 11'4" x 11'7" ~~181 sq.~~ 171 sq.

closet 5'10" x 2' 10.2 sq.

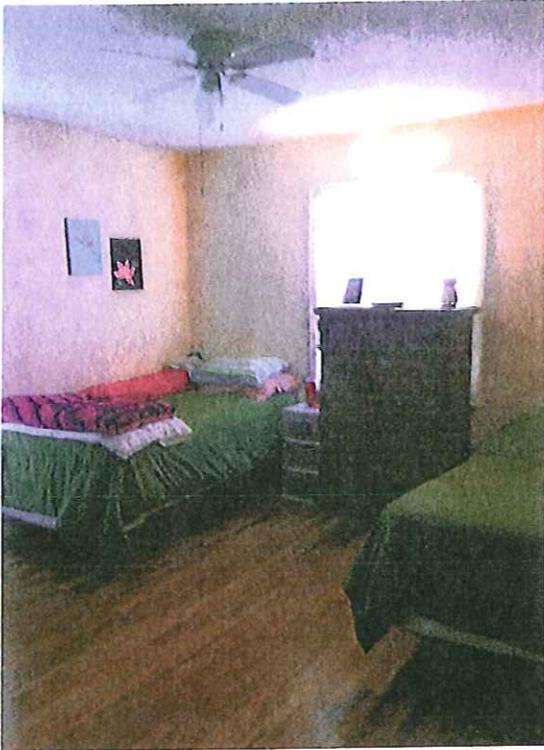
BR #3 11'4" x 11'7" 181 sq.

closet 3'4" x 5'5" 18.7 sq.

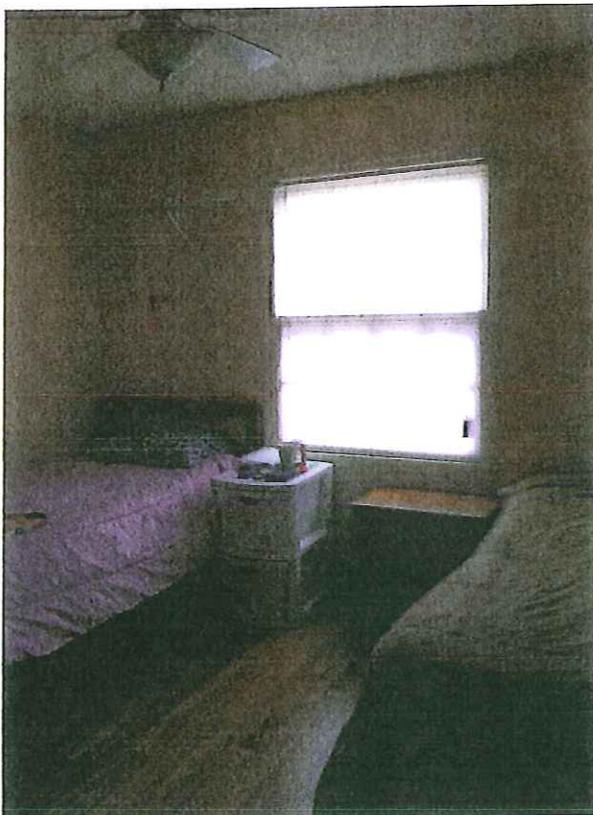
BR #4 18' x 7'4" 133.2
13'7" x 8' 109.6
10'4" x 6'4" 66.56 } 309.36 sq.

closet 3' x 8' 24 sq.

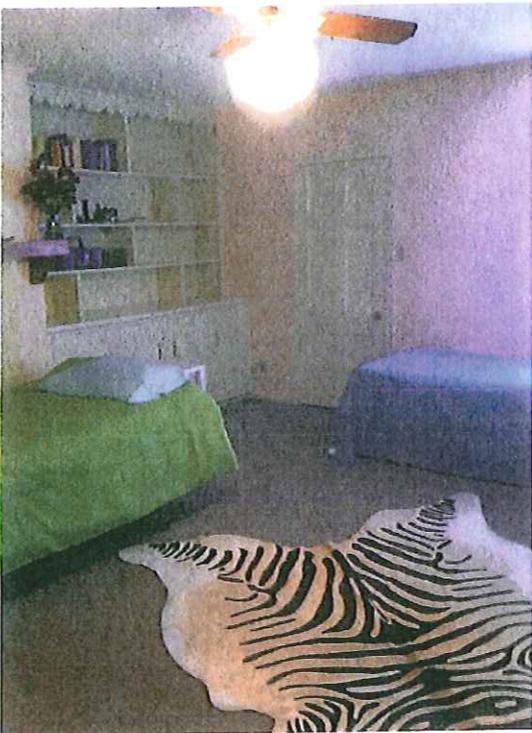
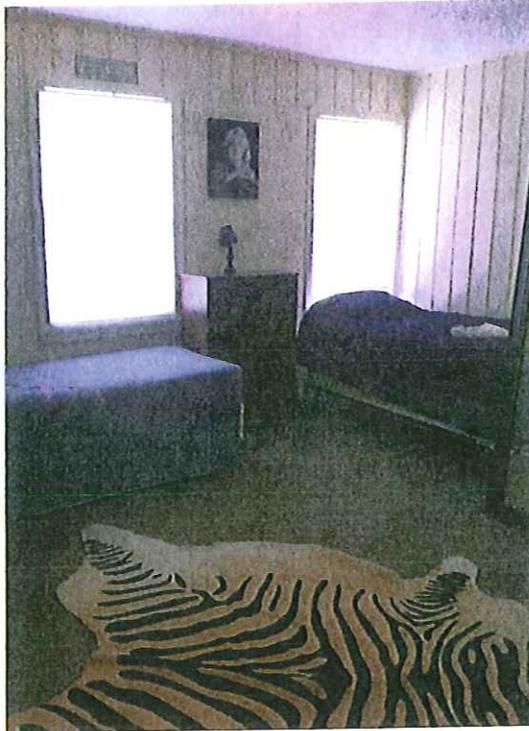
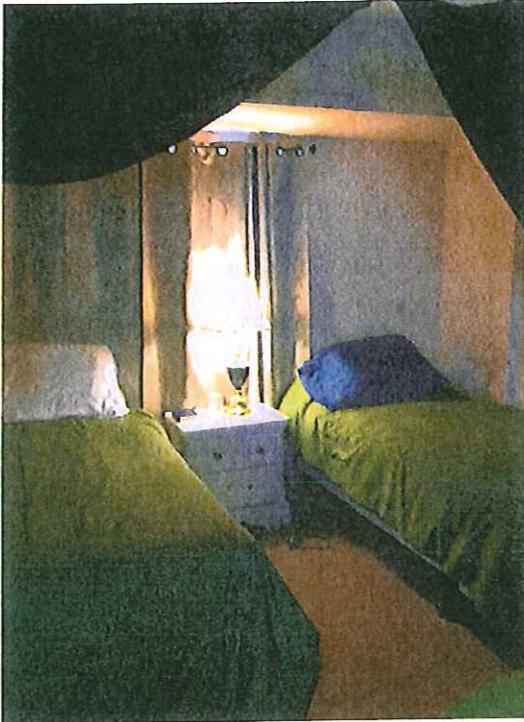
Two Person Bedroom



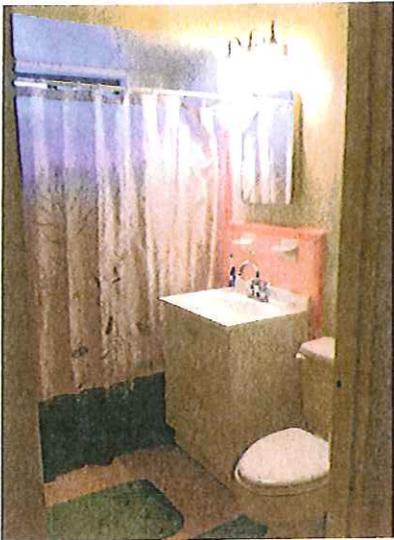
Next Two Person Bedroom



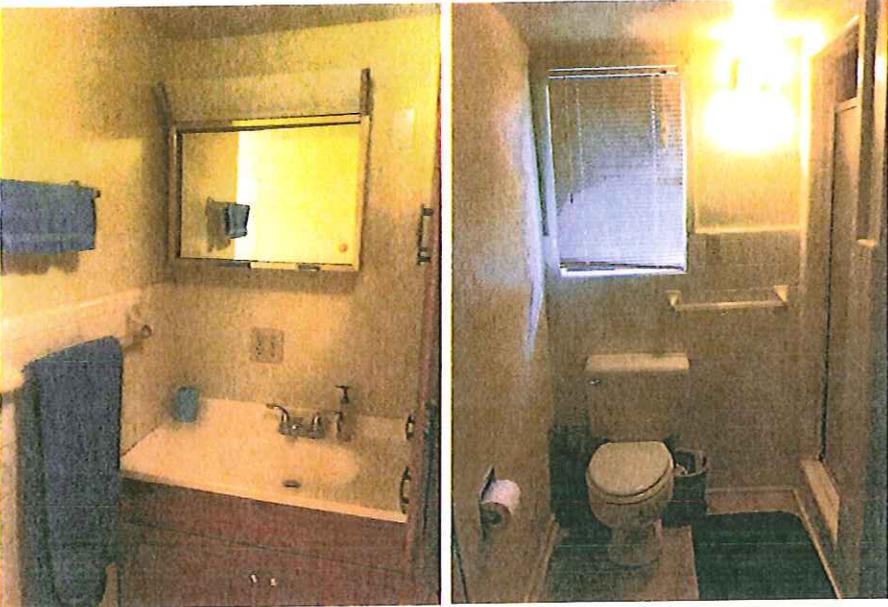
Big Room (5 beds)



Bathroom #1



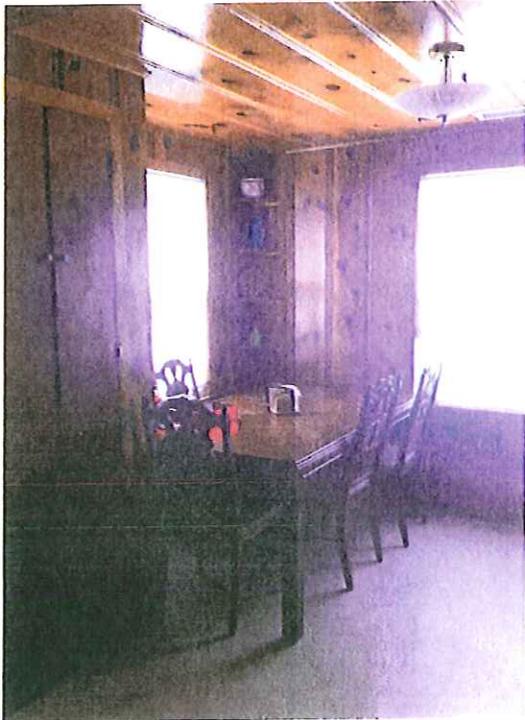
Bathroom #2



Living Room



Kitchen



The Blue Lotus Parking



Kerr CAD

Property Search Results > 23682 SEVEN M REVOC TR for Year 2013

Property

Account

Property ID: 23682 Legal Description: BLUEBELL HILLS 1 BLK 5 LOT 4
 Geographic ID: 3200-0050-004000 Agent Code: ID:578118
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 929 PECAN ST Mapsco:
 Neighborhood: BLUEBELL HILLS Map ID: S3200
 Neighborhood CD: BBH

Owner

Name: SEVEN M REVOC TR Owner ID: 566364
 Mailing Address: % RICHARD B & JENNIE S MOTHERAL % Ownership: 100.0000000000%
 812A SIDNEY BAKER ST
 KERRVILLE, TX 78028-3351

Exemptions:

Values

(+) Improvement Homesite Value: + \$116,257
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$14,691
 (+) Land Non-Homesite Value: + \$0 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$130,948
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$130,948
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$130,948

Taxing Jurisdiction

Owner: SEVEN M REVOC TR
 % Ownership: 100.0000000000%
 Total Value: \$130,948

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	0.000000	\$130,948	\$130,948	\$0.00
CKV	CITY OF KERRVILLE	0.562500	\$130,948	\$130,948	\$736.59
GKR	KERR COUNTY	0.412100	\$130,948	\$130,948	\$539.64
RLT	LATERAL ROADS	0.032200	\$130,948	\$130,948	\$42.17
SKV	KERRVILLE I.S.D.	1.180000	\$130,948	\$130,948	\$1,545.19
UGR	UPPER GUADALUPE RIVER AUTHORITY	0.025000	\$130,948	\$130,948	\$32.74
WHU	HEADWATERS GROUNDWATER CONSERVATION DISTRICT	0.007400	\$130,948	\$130,948	\$9.69
Total Tax Rate:		2.219200			
Taxes w/Current Exemptions:					\$2,906.02
Taxes w/o Exemptions:					\$2,906.00

Improvement / Building

Improvement #1:	Residential	State Code:	A1	Living Area:	1995.0 sqft	Value:	\$116,257
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
MA		F4	WS	1965	1745.0		
OP	ACAD CONV CODE: OP	F4			116.0		

PC		F4	1984	273.0
CP	conv code CP	F4	1984	396.0
MAA	ACAD CONV CODE: MAA	F4		250.0
STG	ACAD CONV CODE: STG	F4		80.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.2521	10982.00	82.30	133.45	\$14,691	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	\$116,257	\$14,691	0	130,948	\$0	\$130,948
2012	\$116,257	\$14,691	0	130,948	\$0	\$130,948
2011	\$116,257	\$14,691	0	130,948	\$0	\$130,948
2010	\$116,257	\$14,691	0	130,948	\$0	\$130,948
2009	\$116,257	\$14,691	0	130,948	\$0	\$130,948
2008	\$116,257	\$14,691	0	130,948	\$0	\$130,948
2007	\$107,734	\$14,691	0	122,425	\$0	\$122,425
2006	\$98,051	\$14,691	0	112,742	\$0	\$112,742
2005	\$90,834	\$14,403	0	105,237	\$0	\$105,237
2004	\$82,673	\$14,403	0	97,076	\$0	\$97,076
2003	\$82,673	\$14,403	0	97,076	\$0	\$97,076
2002	\$82,673	\$14,403	0	97,076	\$0	\$97,076
2001	\$79,566	\$14,403	0	93,969	\$0	\$93,969
2000	\$75,778	\$14,403	0	90,181	\$0	\$90,181
1999	\$67,870	\$14,403	0	82,273	\$0	\$82,273
1998	\$64,696	\$14,403	0	79,099	\$0	\$79,099
1997	\$56,511	\$14,403	0	70,914	\$0	\$70,914
1996	\$56,511	\$14,403	0	70,914	\$0	\$70,914
1995	\$56,504	\$10,288	0	66,792	\$0	\$66,792

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/26/2002 12:00:00 AM	WD	Warranty Deed	MOTHERAL, R B	SEVEN M REVOC 1	1239	0071	0
2		OT	MISC		MOTHERAL, R B			0
3		OT	MISC		MOTHERAL, R B	0329	0134	0

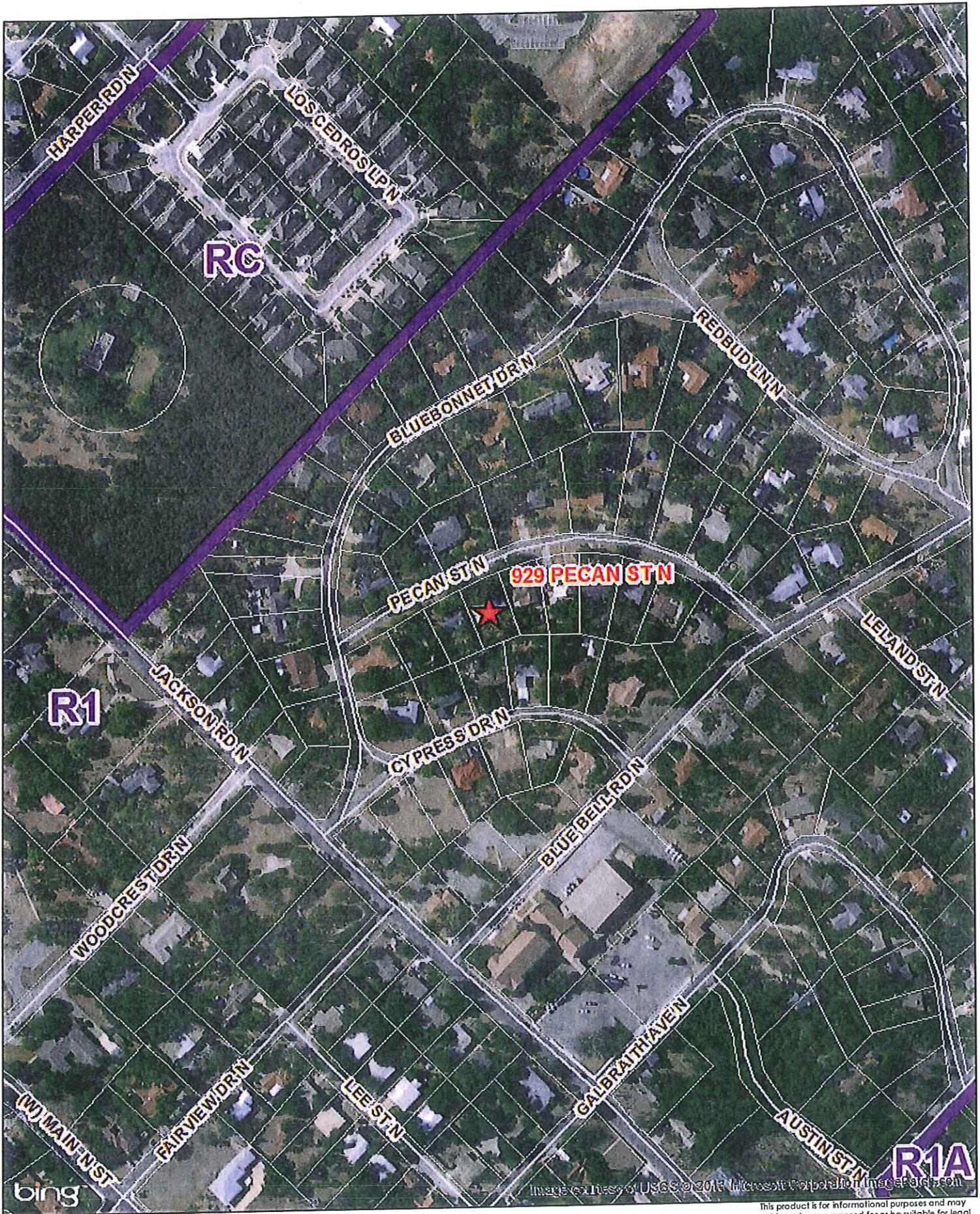
Questions Please Call (830) 895-5223

Website version: 1.2.2.2

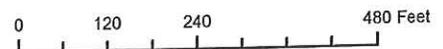
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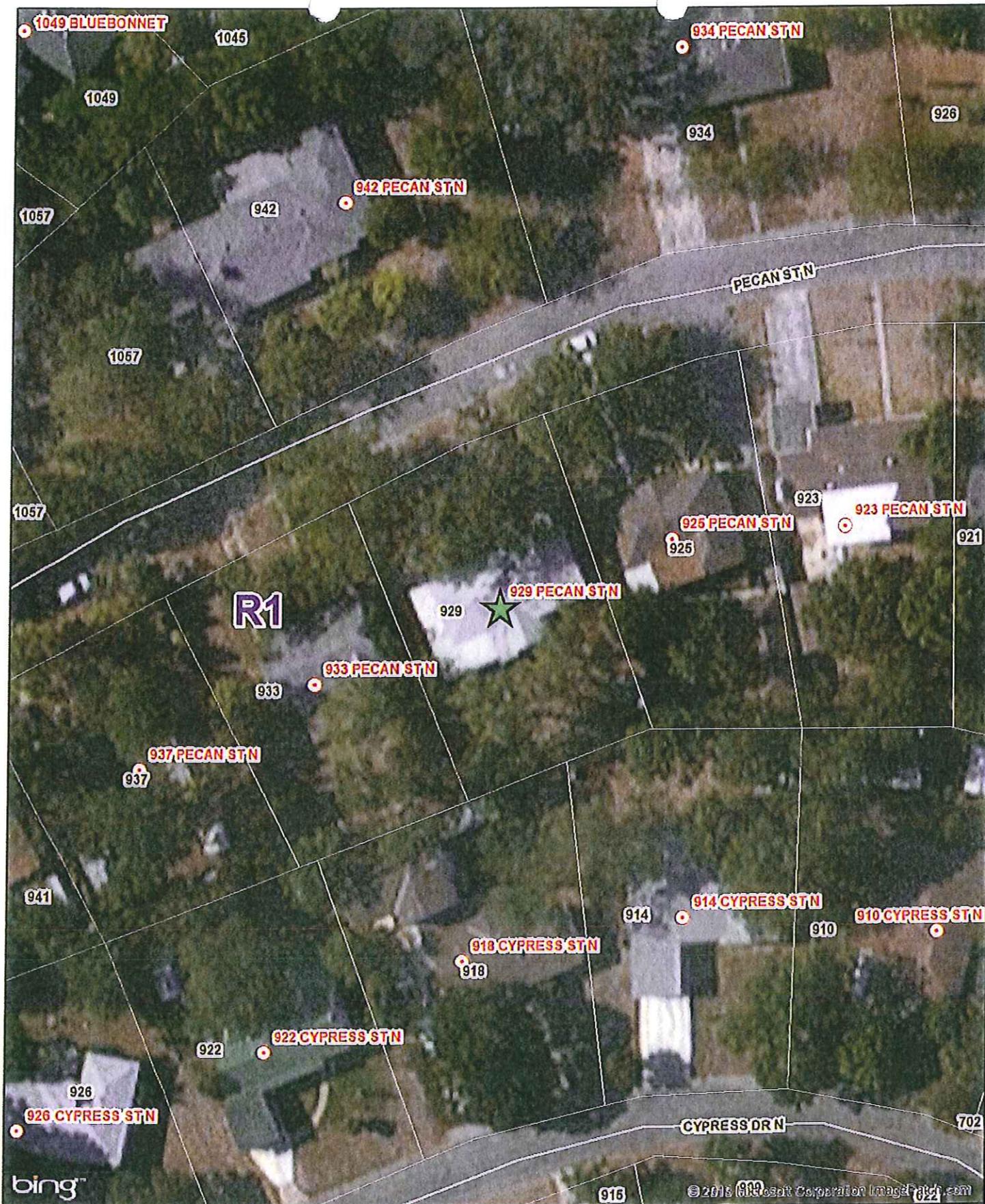
This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.



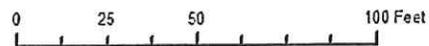
929 Pecan St - Zoned R1



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



929 Pecan St - Zoned R1



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



Group Homes Inspection Checklist

Development Services/Engineering
 City of Kerrville, 200 Sidney Baker St. N., Kerrville, TX 78028
 P: 830-258-1170 / F: 830-896-0517

929 Pecan St

July 3, 2013

Acceptable	Fail	Egress Windows and Doors	NOTES
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	Painted shut in bedrooms 1 and 2. Storm windows are part of this assembly. Inform occupants of operation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Doors	

Acceptable	Fail	Stairs Interior and Exterior	NOTES
<input type="checkbox"/>	<input type="checkbox"/>	Gaurdrails	
<input type="checkbox"/>	<input type="checkbox"/>	Handrails	
<input type="checkbox"/>	<input type="checkbox"/>	Baluster spacing	
<input type="checkbox"/>	<input type="checkbox"/>	Tread Rise/Run	
<input type="checkbox"/>	<input type="checkbox"/>	Balconies	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Porches	

Acceptable	Fail	Housing components	NOTES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bedroom 1 2P (11'6"x12'6")= 143.75	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bedroom 2 2P (11'6"x11'6")= 132.25	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bedroom 3 1P (11'6"x11'6")=132.5	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bedroom 4 5P 309 per owner	
<input type="checkbox"/>	<input type="checkbox"/>	Bedroom 5	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Number of Full Baths (2)	
<input type="checkbox"/>	<input type="checkbox"/>	Number of Half Baths	
<input type="checkbox"/>	<input type="checkbox"/>	Parking requirements in compliance	
<input type="checkbox"/>	<input type="checkbox"/>	Over all condition of home	

Acceptable	Fail	Electrical Components	NOTES
<input type="checkbox"/>	<input type="checkbox"/>	Smoke alarms in required locations	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GFCI Protection in required locations	None
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fixtures	Covers missing at exterior receptacles.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Main disconnect	No main disconnect, inside cover missing, exposed conductors from panel. Evaluation by a licensed electrician will be required. Permit required for work done.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sub panels	Feeder appears to be undersized for 100 amp to interior panel. Tripped 20 amp breaker at kitchen panel. Exterior missing screws on hinged cover.
<input type="checkbox"/>	<input type="checkbox"/>	Branch Circuits	

Acceptable	Fail	HVAC / Appliances	NOTES
<input type="checkbox"/>	<input type="checkbox"/>	Heat Pump	
<input type="checkbox"/>	<input type="checkbox"/>	Electric Furnace	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gas Furnace	Door not properly sealed.
<input type="checkbox"/>	<input type="checkbox"/>	Vent clearance	Electrical issues in furnace closet. Condensate pump.
<input type="checkbox"/>	<input type="checkbox"/>	Proper gas connection	
<input type="checkbox"/>	<input type="checkbox"/>	Adequate combustion air	
<input type="checkbox"/>	<input type="checkbox"/>	Annual Gas Test	

Acceptable	Fail	Water Heater	NOTES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	installation of electrical supply	
<input type="checkbox"/>	<input type="checkbox"/>	installation of gas piping	
<input type="checkbox"/>	<input type="checkbox"/>	clearance from combustibles	
<input type="checkbox"/>	<input type="checkbox"/>	adequate combustion air	
<input type="checkbox"/>	<input type="checkbox"/>	flue pipe and termination	
<input type="checkbox"/>	<input type="checkbox"/>	Pan installed where required	
<input type="checkbox"/>	<input type="checkbox"/>	T&P drain line properly installed	
<input type="checkbox"/>	<input type="checkbox"/>	Pan installed where required	Installed at exterior back patio location.
<input type="checkbox"/>	<input type="checkbox"/>	Unit properly elevated	

Additional Notes

Trina Sanchez

From: Pat Dunlap
Sent: Wednesday, July 03, 2013 1:15 PM
To: Trina Sanchez
Cc: Christopher F. Lee; Danny Batts; Mike Pickard; Stephen Riggs
Subject: 929 Pecan

Trina,

Group home inspection – 929 Pecan

1. Install smoke alarms per City code.
2. At least one bedroom window in each bedroom area must meet the Code requirements for emergency escape. Once opened, the window must remain in the opened position until manually closed.
3. Bedroom escape windows must remain clear of furniture obstructing same.
4. Install a minimum 5lb capacity, ABC rated fire extinguisher in the kitchen area. Fire extinguisher is required to be inspected annually by a Texas licensed fire extinguisher contractor or replaced annually.
5. Where supplemental locking devices are being used on sliding glass doors, the locking devices must be an approved type that is operable from the inside without the use of a key, special effort or knowledge.
6. Gas-fired furnaces must be inspected and certified for safe and proper operation by a state licensed heating/air conditioning contractor.
7. Disconnect electric wall-mounted heaters from electrical circuits.
8. Electric space heaters shall not be operated within 3 feet of combustibles.
9. Clean lint, dust and combustible materials from behind refrigerators, water heater, clothes dryer and washing machine.
10. Gasoline or other flammable or combustible liquids shall be safely stored in approved, closed container away from the house.
11. Complete a fire escape plan, post and practice. The plan should include a meeting location outside of and away from the residence, and someone responsible for ensuring all occupants are accounted for and for communicating the info to the arriving fire fighters.

The following are recommendations:

1. Install carbon monoxide detectors, per manufacturer's specification.

Pat L. Dunlap
Fire Marshal
830-257-8449
pat.dunlap@kerrvilletx.gov

Request for Reasonable Accommodation Lotus House, LLC (dba The Blue Lotus House)

Dear To Whom it May Concern:

This letter is a request for reasonable accommodation pursuant to section 30-14 of the Kerrville Code of Ordinances.

I operate two sober homes in the City of Kerrville, which are located at 929 Pecan Street and 818 Bulwer Avenue. This request for reasonable accommodation is for the sober home located at 929 Pecan Street. A separate request is being submitted for the home located at 818 Bulwer Avenue.

I have requested a form designed for this purpose from the City, as section 30-24(b)(3) anticipates such a form. I have been told by the City that no such form exists. As a result, I am submitting this request via letter, as is anticipated by section 20-24(b)(3) in the alternative to a City-provided form.

I have applied for a permit to operate the sober home located at 929 Pecan Street. I am the operator of that home, and am acting as the representative of its residents in making this request for reasonable accommodation.

My name, address (mailing and street address are the same), telephone number, and email address are as follows:

Name: _Catherine "Nikki" Saurage

Address: 112 Crescent Drive, Kerrville, Texas 78028

Phone (830) 481-7406

Email: nikki@thebluelotushouse.com

Each of the individuals residing in the home have a disability under Federal law. Each of these individuals suffers from drug and/or alcohol addiction. Some of the residents were discharged from a drug and alcohol treatment center immediately prior to becoming residents. Their discharge papers, with their names redacted to protect their privacy since this letter may be of public record, are attached hereto. Unredacted copies of these discharge papers will be made available for inspection and review

Reasonable Accommodations

Request for increase in Total Number of Occupants

Lotus Homes LLC

- I. Vehicle Parking accommodations
 - a. My lease requires that I have no more than 4 vehicles on property. As evident in the photos attached, I have ample parking for up to 6 vehicles, but I adhere to the lease requirements allowing no more than 4 vehicles on property.
- II. Community and Neighbor rapport
 - a. I have never received a complaint; my neighbors are quite pleased with arrangement.
 - b. My landscape is kept up by yard maintenance service.
 - c. My residents volunteer locally for community service.
- III. Structure / House Rules for Order
 - a. Attached are the House Rules enforced by House Manager and Owner. All residents must adhere. Full daily structure is provided and monitored. Please review.
 - b. Residents must have a minimum of 30-days of sobriety to enter home. Special exceptions may be granted as long as urinalysis is negative.
 - c. Residence is not provided for 'Primary' Mental Health. Referred to specialty homes in metro areas.
- IV. Partnerships with Local Industry
 - a. My homes are premier homes used in aftercare plans for all three major Inpatient treatment centers in the area. (La Hacienda, Starlite, Serenity House)
 - b. We will be working with Schreiner University to accommodate students in recovery pending upcoming formulation of CSR (Center for Students in Recovery)
- V. Scholarship / Free Services
 - a. Only 60% of residents are paying clients. The other 40% are provided residence free of charge until employment is attained or financial arrangements can be made. We help residents find employment to support themselves.

upon request of the City. None of these residents is currently using drugs and/or alcohol, and such is strictly prohibited under the house rules.

As a result of their drug and/or alcohol addiction, each of these individuals is regarded as having a disability under the 1988 Amendments to the Federal Fair Housing Act.

The provision of the Ordinance for which reasonable accommodation is sought is section 30-26(a). Under the formulae in section 30-26(a)(1 – 3), the house would be permitted to have 8 total residents, but-for subsection (4). Applicant requests reasonable accommodation to allow for 10 total residents (including resident managers) at the home located at 929 Pecan Street.

The requested accommodation is necessary to ensure that the objectives of group home living for the residents in recovery are met. Limiting the total number of residents to eight, including the two resident managers in this home, would defeat the objectives of group home living including the necessary support system and accountability necessary to recovery. As such, were this home limited to eight total residents, including the two managers, the City would be diminishing the prospects of maintaining sobriety for the residents, undermining their recovery, and failing to reasonably accommodate their shared disability of drug and alcohol addiction. As such, I believe that the denial of the requested accommodation would be unreasonable, discriminatory, and deny the residents equal access to housing, in violation of the 1988 Amendments to the Federal Fair Housing Act.

The house is also within .5 miles of one or more other sober homes, classified as “boarding homes” under the Ordinance, but I understand that the home is grandfathered from this requirement and that no application for a variance need be made at this time, so long as the home is in continuous operation.

To summarize, I am requesting reasonable accommodation in the form of relief from section 30-26(a)(4) to allow for the home located at 929 Pecan Street to have 10 residents total, including resident managers. This is the number of residents that section 30-26(a)(1)-(3) would allow for were it not for the absolute maximum number of eight set forth in section 30-26(a)(4).

Thank you for your anticipated thoughtful consideration to this request.

VTY,

Catherine “Nikki” Saurage

6/3/13

RECEIVED
4/22/13

Blue Lotus House = Pecan Street :

Residents = 10 residents

(Cumulative) 6 paying / 3 scholarships (free bed) / 1 manager (free bed)

City recommendations = Reduce to 9 residents + separate large room with divider creating 2 rooms + 2 additional permanent closets

Cost Breakdown =

- Heavy Duty 11' x 7' Room Divider 360 Partition: \$499.00 x 2 = \$1098.00
- Closet Materials: \$150 x 2 = \$300.00
- Closet Installation Labor: \$150.00

TOTAL = \$1448.00

Counter request:

- Accommodate all renovation requests
- 90 days to complete renovations
- Keep 10 residents / House manager receives a roommate
- 2 regular size rooms = 2 residents each
- Extra-large room divided to separate rooms = 2 residents each



City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

July 19, 2013

Catherine "Nikki" Saurage
112 Crescent Dr.
Kerrville, Texas 78028

Re: Reasonable Accommodation Appeal for The Blue Lotus House Located at 929 Pecan Street

Dear Mrs. Saurage:

Be advised that you may appeal the decision in the letter dated July 9, 2013 to City Council. You may file your appeal with the Development Services Department located at 200 Sidney Baker St. N. You have sixty (60) days from the date of this letter to comply with our previous recommendation and inspection requirements or to appeal this determination to City Council.

Thank you,

A handwritten signature in black ink, appearing to read "Danny Batts", is written over a light blue horizontal line.

Danny Batts
Director of Building Services/Chief Building Official
City of Kerrville



City of Kerrville

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July 9, 2013

Catherine Saurage
112 Crescent Drive
Kerrville, Texas 78028

Re: Reasonable Accommodation Request for The Blue Lotus House located at 929 Pecan Street

Dear Mrs. Saurage:

You requested accommodations for the above-referenced boarding home facility.

1. Parking accommodation request.

You requested accommodations for parking. The parking available at this location is sufficient. Please provide a copy of your lease, as it regulates the number of cars permitted on site.

2. Maximum occupancy accommodation request.

You requested an accommodation to increase the maximum occupancy to ten. Pursuant to the Ordinance, the total square footage permits six occupants at this address. You will be granted a reasonable accommodation to increase the number of residents permitted to eight occupants in this facility, including the manager. You are permitted to have three beds in the largest bedroom. You will have sixty (60) days to transition.

The City has no record of current property tax payments on this address. Please provide documentation that taxes are current.

You will have sixty (60) days from the date of this letter to comply with the terms stated herein and with any inspection items that have been noted.

If you have any questions please contact Danny Batts, Director of Building Services/Chief Building Official at 830-258-1514.

Thank you,

Danny Batts
Director of Building Services/ Chief Building Official
City of Kerrville

Staff Use Only:

Approved Approved with conditions Denied

Conditions: _____

Director's Initials: DB

Date: 7/9/13

Assistant City Manager: XO

Date: 7/9/13

Legal Review: _____

Date: _____

Date written decision due: July 9, 2013

First response to applicant dated: July 9, 2013

Second response to applicant dated: July 19, 2013

Decision must be sent within 20 days of receipt of application per Ordinance 2013-06, Sec. 30-24.

STEVEN G. POLIN, ESQ.
Attorney At Law

3034 TENNYSON ST. N.W.
WASHINGTON, D.C. 20015

TEL (202) 331-5848
FAX (202) 537-2986
SPOLIN2@EARTHLINK.NET

September 10, 2013

SENT VIA ELECTRONIC MEANS AND FIRST CLASS MAIL

Danny Batts
Director of Building Services/Chief Building Official
City of Kerrville
200 Sidney Baker North
Kerrville, TX 78028

Re: Reasonable Accommodation Request
Blue Lotus House
929 Pecan Street
Red Lotus House
118 Bulwer Avenue

Dear Mr. Batts:

I have been retained by Catherine "Nikki" Saurage regarding the application of the City of Kerrville's "Boarding Home Facilities" ordinance ("the Ordinance") to the sober houses owned and operated by Ms. Saurage. The purpose of this letter is to renew her reasonable accommodation request by requesting a waiver of the maximum occupancy limitation that the Ordinance placed only on those homes that the City classified as "Boarding Home Facilities. In addition, Ms. Suarage is seeking a waiver of the application of the fee requirement for an application, since such a fee is not imposed for other land use applications. Finally, the purpose of this letter is to place the City on notice that the Ordinance as written violates the Federal Fair Housing since its purpose is to regulate and otherwise place illegal terms and conditions on housing for persons with disabilities.

I. THE ORDINANCE VIOLATES THE FEDERAL FAIR HOUSING ACT IN THAT IT IMPOSES TERMS AND CONDITIONS UPON PERSONS WITH DISABILITIES FOR THE USE OF A DWELLING THAT MAKES OR TENDS TO MAKE THE DWELLING UNAVAILABLE

42 U.S.C. § 3604(f) (2) makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap of--(A) that person; or (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or (C) any person associated with that person.

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42 U.S.C. § 3604(f)(3) states that purposes of this subsection, discrimination includes-- (B) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

24 C.F.R. § 100.70(b) provides that it shall be unlawful, because of race, color, religion, sex, handicap, familial status, or national origin, to engage in any conduct relating to the provision of housing or of services and facilities in connection therewith that otherwise makes unavailable or denies dwellings to persons. 24 C.F.R. § 100.70(d)(4) states that prohibited activities relating to dwellings under 24 C.F.R. § 100.70(b) include, but are not limited to refusing to provide municipal services or property or hazard insurance for dwellings or providing such services or insurance differently because of race, color, religion, sex, handicap, familial status, or national origin.

Courts have uniformly held that municipal services include the application and enforcement of zoning, building, housing and fire codes. This was made clear by the legislative history to the Fair Housing Act:

[Section 804(f)] would also apply to state or local land use and health and safety laws, regulations, practices or decisions which discriminate against individuals with handicaps. While state and local governments have authority to protect safety and health, and to regulate use of land, that authority has sometimes been sued to restrict the ability of individuals with handicaps to live in communities. This has been accomplished by such as the enactment or imposition of health, safety or land-use requirements on congregate living arrangements among non-related persons with disabilities. Since these requirements are not imposed on families and groups of similar size of unrelated people, these requirements have the effect of discriminating against persons with disabilities.

House Report, p. 24.

In *Casa Marie, Inc. v. Superior Court of Puerto Rico for Dist. of Arecibo*, 752 F. Supp. 1152, 1171 (D.P.R. 1990) it was noted that

This brief review of the legislative history convinces us that Congress' intention in enacting and amending the Fair Housing Act was to provide broad and far-reaching relief against discrimination in housing similar to the broad remedial scheme of other Civil Rights statutes. . . [I]t is obvious that state courts could be used to apply facially-neutral zoning laws, building codes, restrictive covenants, and other state statutory law related to the regulating housing. Housing is an area replete with state law rules and regulations and private contracts.

Application of zoning, building, housing and fire codes that effect housing for persons with disabilities and that may be utilized to impose terms, conditions and requirements that may result

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in the denial of housing are subject to challenge under the Fair Housing. All of these code requirements are also subjects to the reasonable accommodation provision of the Act. *See, Gallagher v. Magner*, 619 F.3d 823, 829 (8th Cir. 2010)(application of property maintenance and housing codes are subject to disparate impact analysis under the Fair Housing Act); *New Jersey Coalition of Rooming & Boarding House Owners v. Mayor of Asbury Park*, 152 F.3d 217, 221 (3d Cir.1998)(compliance with building, housing, health and safety code regulations for licensing purposes in determining intentional discrimination against housing for disabled persons); *Wis. Cmty. Servs. v. City of Milwaukee*, 413 F.3d 642, 646 (7th Cir. 2005)(If a zoning or building-code rule bears more heavily on disabled than on other persons, the city must change the rules to the extent necessary to redress the adverse effect); *Tsombanidis v. W. Haven Fire Dep't*, 352 F.3d 565, 571 (2d Cir. 2003)(The Fair Housing Act and the Americans with Disabilities act apply to zoning regulations, property maintenance codes, state building code, and the state fire code); *Marbrunak, Inc. v. City of Stowe*, 974 F.2d 43,47 (6th Cir. 1992)(safety requirements for groups of disabled persons contained in City's zoning code subject to review under the Fair Housing Act); *Alliance for the Mentally Ill v. City of Naperville*, 923 F. Supp. 1057, 1074 (N.D. Ill1996)(under the Federal Fair Housing Act, a municipality may impose special requirements on a Residential Board and Care Occupancy only if such requirements are 'warranted by the unique and specific needs and abilities of those handicapped persons"; *Provisio Ass'n v. Village of Westchester*, 914 F. Supp. 1555, 1562 (N.D. Ill1995) (municipality refusal to waive sprinkler requirement as a reasonable accommodation which was required by the Life Safety Code found to have violated the Federal Fair Housing Act).

II. SECTION 30-26 OF THE ORDINANCE VIOLATES THE FAIR HOUSING ACT IN THAT IMPOSES OCCUPANCY RESTRICTION UPON GROUPS OF UNRELATED PERSONS THAT ARE NOT IMPOSED ON GROUPS OF RELATED PERSONS

Section 30-26. Residents provides the following:

A boarding home facility operating within one of the following zoning districts, is subject to residency limitations as follows:

(1) "R1" Single-family Zoning District. "R1-A" Residential Zoning District. "RC" Residential Cluster District. The number of residents, including owners, operators, managers, and caregivers for a boarding home facility located within an "R1" Single-family Zoning District, "R1-A" Residential Zoning District, and "RC" Residential Cluster District may not exceed the lowest number of residents derived from the following, with any resulting fraction for the number of residents being rounded down:

a. Fifty percent of the total gross square footage of the habitable space divided by 150 square feet;

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- b. Number of sleeping rooms, meeting the requirements found within section 30-28, multiplied by two residents;
- c. Number of bathrooms multiplied by six residents; or
- d. Maximum of eight residents.

(2) "RT" Residential Transition Zoning District. The number of residents, including owners, operators, managers, and caregivers for a boarding home facility located within an "RT" Residential Transition Zoning District may not exceed the lowest number of residents derived from the following, with any resulting fraction for the number of residents being rounded down:

- a. Fifty percent of the total gross square footage of the habitable space divided by 150 square feet;
- b. Number of sleeping rooms, meeting the requirements found within section 30-28, multiplied by two residents;
- c. Number of bathrooms multiplied by six residents; or
- d. Maximum of ten residents.

(2) "RT" Residential Transition Zoning District. The number of residents, including owners, operators, managers, and caregivers for a boarding home facility located within an "RT" Residential Transition Zoning District may not exceed the lowest number of residents derived from the following, with any resulting fraction for the number of residents being rounded down:

- a. Fifty percent of the total gross square footage of the habitable space divided by 150 square feet;
- b. Number of sleeping rooms, meeting the requirements found within section 30-28, multiplied by two residents;
- c. Number of bathrooms multiplied by six residents; or
- d. Maximum of ten residents.

The formula utilized for determining maximum occupancy is a formula based on square footage. This is an occupancy restriction, and such occupancy restrictions must be applied equally

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to groups of related and unrelated persons equally. In other words, the City of Kerrville does not impose such an occupancy restriction or limit the occupancy to dwellings to families related by blood, marriage or adoption. This precise issue was addressed by the Supreme Court in *City of Edmonds v. Oxford House, Inc.*, 514 U.S. 725 (1995). The Court stated that "Maximum occupancy restrictions, in contradistinction, cap the number of occupants per dwelling, typically in relation to available floor space or the number and type of rooms. . . [T]hese restrictions ordinarily apply uniformly to all residents of all dwelling units. Their purpose is to protect health and safety by preventing dwelling overcrowding. *Id.* at 733.

The Supreme Court also relied on the legislative history of the Federal Fair Housing Act as stated in the report from the House of Representatives in reaching this conclusion.

"A number of jurisdictions limit the number of occupants per unit based on a minimum number of square feet in the unit or the sleeping areas of the unit. Reasonable limitations by governments would be allowed to continue, as long as they were applied to all occupants, and did not operate to discriminate on the basis of race, color, religion, sex, national origin, handicap or familial status." H. R. Rep. No. 100-711, p. 31 (1988).

Id. at 735.

In view of the illegality of the occupancy requirements of Section 30-26(1) and (2), Ms. Saurage is requesting that her original applications for the number of residents as requested in the application for the Blue Lotus House (10) and Red Lotus House (15) be granted.

III. REASONABLE ACCOMMODATION REQUEST TO BE TREATED AS A FAMILY

Under the FFHA, it is a discriminatory practice to refuse to make "a reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford [a handicapped] person equal opportunity to use and enjoy a dwelling." 42 U.S.C. § 3604(f)(3)(B); *Groome Resources, Ltd. v. Parish of Jefferson*, 234 F.3d 192 (5th Cir. 2000) *Smith & Lee Assocs. v. City of Taylor*, 102 F.3d 781, 790 (6th Cir. 1996); *Virginia Correctional Serv. v. City of Milwaukee*, 173 F. Supp. 2d 842 (E.D. Wisc. 2001); *Oconomowoc Residential Programs, Inc. v. City of Milwaukee*, 300 F.3d 775, 787 (7th Cir. 2002); *ReMed Recovery Care Centers v. Township of Willistown*, 36 F. Supp. 2d 676, 683 (E.D. Pa. 1999); *Tsombanidis v. City of W. Haven*, 180 F. Supp. 2d 262, 283, *rev'd other grounds*, 352 F.3d 565180 (2nd Cir. 2003).

Under Fair Housing Amendments Act of 1988, the City may not act to prevent those with handicaps from living in recovery housing within its boundaries. A reasonable accommodation in this instance would be for the City to accept the residents of the Blue and Red Lotus Houses as the functional equivalent of a family and waive the limitation on the number of unrelated persons who

Danny Batts
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may reside together under the City's zoning code, in a single family dwelling and apply all building and fire codes in the same manner as it applies to single family dwellings for single family purposes. In other words, Ms. Sauarage is seeking the residents of the two houses to be treated as a family under the express terms of the City's definition of family. *See, Groome Resources, Ltd.*

The residents of the Blue and Red Lotus Houses are considered to be the "functional equivalent" of a family for several reasons. The residents have access to the entire house. The residents also participate equally in the housekeeping functions of the house. The quality and nature of the relationship among the residents are akin to that of a family. The emotional and mutual support and bonding given each resident in support of his recovery from drug addiction and alcoholism is the equivalent of the type of love and support received in a traditional family. The need of groups of unrelated recovering alcoholics and substance abusers to live in a structured, safe and therapeutic environment is necessary to the recovery process. It has been found that individuals who decide to live in sober housing programs, such as that offered by the Red and Blue Lotus Houses, are allowed to engage in the process of recovery from alcoholism and substance abuse, at their own pace. By living with other persons who are in recovery, the residents should never have to face an alcoholic's or addict's deadliest enemy: loneliness and isolation

The reasonable accommodation requirement of the Fair Housing Act draws no distinction between "rules," "policies," and "practices" that are embodied in zoning ordinances and those that emanate from other sources. All are subject to the "reasonable accommodation" requirement. Thus, when a municipality refuses to make a reasonable accommodation in its zoning "rules," "policies," or "practices," and such an accommodation may be necessary to afford handicapped persons an equal opportunity to use and enjoy a dwelling, it violates the reasonable accommodation provision of the act, 42 U.S.C. 3604(f)(3)(B). *See United States v. Village of Marshall*, 787 F. Supp. 872, 877 (W.D. Wis. 1991)(Congress in enacting the Fair Housing Amendments Act "anticipated that there were rules and regulations encompassing zoning regulations and governmental decision about land use")

Reasonable accommodation has been interpreted by the Courts in cases involving zoning ordinances to mean that a municipality must change some rule that is generally applicable to everyone so as to make its burden less onerous on the person with disabilities. *Township of Cherry Hill* at 465, n. 25. *See, Casa Marie, Inc. v. Superior Court of Puerto Rico for the District of Arecibo*, 752 F. Supp. 1152, 1169 (D.P.R.1990), *rev'd on other grounds*, 988 F.2d 252 (1st Cir. 1993)(noting that a court hearing a reasonable accommodation claim under the Fair Housing Act may "adjudge whether compliance with the zoning ordinances may be 'waived'"); *Horizon House Development Services v. Township of Upper Southampton*, 804 F.Supp. 683, 699-700 (E.D. Pa. 1992), *aff'd mem.*, 995 F.2d 217 (3d Cir. 1993)("affirmative steps are required to change rules or practices if they are necessary to allow a person with a disability to live in a community"). A request for a reasonable accommodation may even encompass as request for non enforcement of a zoning ordinance. *Proviso Association of Retarded Citizens v. Village of Westchester*, 914 F. Supp 1555, 1561-62 (N. D. Ill. 1996); *Tsombanidis, supra*.

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One of the purposes of the reasonable accommodations provision is to address individual needs and respond to individual circumstances. In this regard, courts have held that municipalities that municipalities must change, waive, or make exception to their zoning rules to afford people with disabilities the same access to housing as those who are without disabilities. *Town of Babylon*, 819 F. Supp. at 1192; *Horizon House*, 804 F. Supp. at 699; *Township of Cherry Hill* 799 F. Supp. at 461-63; *Village of Marshall*, 787 F. Supp at 878; *Commonwealth of Puerto Rico*, 764 F. Supp. at 224; *Tsombanidis, supra*.

The Fair Housing Act places an affirmative duty on the municipality to accommodate the needs of persons with disabilities. The Act demands that municipalities such as the City of Kerrville to change the manner in which its zoning ordinances are applied to afford the disabled the same opportunity to housing as those who are not disabled. *City of Plainfield*, 769 F. Supp. at 1344 (accommodation reasonable where it "would not cause undue financial burden to the City").

Permitting the use of the Red and Blue Lotus Houses to exist would not significantly compromise the policies reflected in any of the land use ordinances that the City would apply or enforce. Nor is there any significant evidence that such an accommodation would significantly compromise the City's legitimate interests in the protecting the residential character of the surrounding neighborhood. The City of Kerrville is not being asked to build housing; rather, it is being requested to remove an obstacle to housing. See, *Town of Babylon, supra*; *Huntington Branch, NAACP v. Town of Huntington*, 844 F.2d 926, 936 (2d Cir), aff'd 488 U.S. 15 (1988).

Reasonable accommodation requests are necessary to achieve an opportunity for the disabled residents of the Blue and Red Lotus Houses to live in a residential area of Kerrville. *Schwarz v. City of Treasure Island*, 544 F.3d 1201, 1226 (11th Cir. 2008)(Section 3604(f)(3)(B) requires only accommodations necessary to ameliorate the effect of the plaintiff's disability so that the resident may compete equally with the non-disabled in the housing market.) Absent the group-home setting, the individual residents of the plaintiffs' programs would not be able to live in a supportive environment in a residential area, let alone a single-family residential area. See also *Oconomowoc Residential Prog.*, 300 F.3d at 784 ("When a zoning authority refuses to reasonably accommodate these small group living facilities, it denies disabled persons an equal opportunity to live in the community of their choice."); *Sharpvisions, Inc. v. Borough of Plum*, 475 F. Supp. 2d 514, 524-25 (W.D. Pa. 2007) (holding that request for accommodation to definition of "family" was necessary for a resident "to enjoy the housing of his or her choice").

The residents of the Blue and Red Lotus Houses are individuals who are handicapped by alcoholism or drug abuse. It can demonstrate that the ability of recovering alcoholics and drug addicts to live in a supportive drug free environment in a quiet residential area is critical to their recovery.

Danny Batts
September 10, 2013

IV. THE FEES IMPOSED BY THE CITY FOR APPLICATION FOR A PERMIT VIOLATE THE FAIR HOUSING ACT.

The City requires each applicant for a permit for “Boarding Home Facility” to pay an application fee of \$1,000.00. This fee is more than triple an applicant is required to pay for any type of zoning change.

This fee imposes severe financial hardship on the Blue and Red Lotus House. The fee represents an obstacle and impediment to need housing for a protected class of persons under the Federal Fair Housing Act. For the reasons stated in Section I of this letter the fee represents a discriminatory term or condition that has a discriminatory effect upon the provision of housing for groups of disabled persons.

Pursuant to the Federal Fair Housing Act, 42 U.S.C. 3604(f)(3)(B), I am requesting that the City of Kerrville waive the \$1000.00 application fee required for the application for a boarding facility permit. The imposition of the fee has the effect of denying the residents of the Red and Blue Lotus Houses an equal opportunity to use and enjoy this particular dwelling.

The issue of fee and cost waiver was discussed in “Joint Statement of the Department of Housing and Urban Development and the Department of Justice Reasonable Accommodations under the Fair Housing Act.” The Joint Statement states as follows:

9. What happens if providing a requested accommodation involves some costs on the part of the housing provider?

Courts have ruled that the Act may require a housing provider to grant a reasonable accommodation that involves costs, so long as the reasonable accommodation does not pose an undue financial and administrative burden and the requested accommodation does not constitute a fundamental alteration of the provider’s operations. The financial resources of the provider, the cost of the reasonable accommodation, the benefits to the requester of the requested accommodation, and the availability of other, less expensive alternative accommodations that would effectively meet the applicant or resident’s disability-related needs must be considered in determining whether a requested accommodation poses an undue financial and administrative burden.

See, www.hud.gov/offices/fheo/library/huddojstatement.pdf.

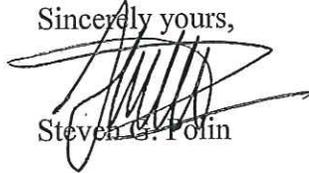
Finally, it is our position that the Ordinance violates the Fair Housing Act for the same reasons the facially neutral “transient use” ordinance enacted by the City of Delray Beach was found to have been discriminatory. *Caron Found. of Fla., Inc. v. City of Delray Beach*, 879 F. Supp. 2d 1353, 1372 (S.D. Fla. 2012). A review of the legislative history, the comments of the City Council

Danny Batts
September 10, 2013

member in considering the Ordinance, and the purpose of placing obstacles for the continuation of sober living in the City of Kerrville provides sufficient evidence of discriminatory intent that would enable a court to enjoin the enforcement of the Ordinance.

Thank you for your consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Steven G. Polin", written over the typed name below it.

Steven G. Polin

cc: Catherine Saurage

818 Bulwer Avenue

Catherine Saurage



City of Kerrville

200 Sidney Baker St. North
Kerrville, TX 78028
(830) 258-1172

PAID
JUN 04 2013

City of Kerrville

BOARDING HOME PERMIT APPLICATION

0201300440

Boarding Home Application Number:

1. Boarding Home Name The Red Lotus House

Site Address 818 Bulwer Avenue
Block Lot 11, Block E of the B.F. Cage
Description Addition to the City of Kerrville

Building # _____ Suite # _____
Block _____ Lots _____ Existing Zoning: R2A
Yes No

2. Is this Boarding Home facility within 1/2 mile of another licensed Boarding Home?

Has the applicant received a variance for the 1/2 mile distance requirement? Yes No N/A

3. Boarding Home Owner/Operator: Catherine Saurage

Date of Birth 3-21-77 Phone 481-7406 Fax _____

Home Address 112 Crescent Drive
City Kerrville State Tx

Email nikki@thubluelotushouse.co
Zip Code 78028

Driver's License/D # 19025101

Is this facility rented from property owner? Owner Approval Letter attached?

Emergency Contact #

Name:
Address:
Phone:
Email:

4. Property Owner (if not Same): Doreen Dailey

Phone 805-807-7381 Fax _____
Email ddailey@aol.com
Zip Code _____

Home Address 118 Rawson
City Kerrville State Tx

Driver's License/D # TX 24683530

Property Owner (if not Same):

Phone _____ Fax _____
Email _____
Zip Code _____

Home Address

City _____ State _____

Driver's License/D #

5. Does the property owner or operator own/operate another Boarding Home within the City of Kerrville?

Yes No

If yes, please provide the name, address, Boarding Home permit number, owner/operator's name and address. Use additional sheets as needed.

Catherine Saurage Kerrville, TX 78028
112 Crescent Drive The Blue Lotus House
921 Decan Street

6. Documentary evidence of 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

7. Desired number of residents 15 Use attached formula sheet to determine number of residents allowed

8. Attach: Sketch of Floor Plan - Detailing the total square footage of the Habitable Space as defined by the Ordinance. Include detailed dimensions of Bedrooms and number of Bathrooms.

Attached? Yes No

9. Off-Street Parking Requirements: To determine the number of off street parking space requirements, multiply the number of residents by 75%, with any resulting fraction for the number of spaces being rounded up.

Total spaces required 8

10. Fees:

Annual Permit Fee.....\$1,000.00

Re-Inspection Fee.....\$75.00

'The fee(s) are due upon submission of permit application and fee(s) are non-refundable'

11.

NOTICE

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I acknowledge that my project may be subject to the requirements of the Fair Housing Act (FHA), the Americans with Disabilities Act (ADA), the Texas Accessibility Standards (TAS), and section 504 of the Rehabilitation Act of 1973. It is my responsibility to ensure my project complies with those requirements. I affirm that for information I will contact: 1-800-949-4232 for ADA, 1-800-767-7463 for FHA, or 1-800-803-9202 for TAS.

*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.

Catherine Saurage

5-17-13

Boarding Home Owner / Operator Signature

Date:

Printed Name: Catherine Saurage

Owner: Doreen Dixon Dailey

I CERTIFY THAT I AM THE PROPERTY OWNER

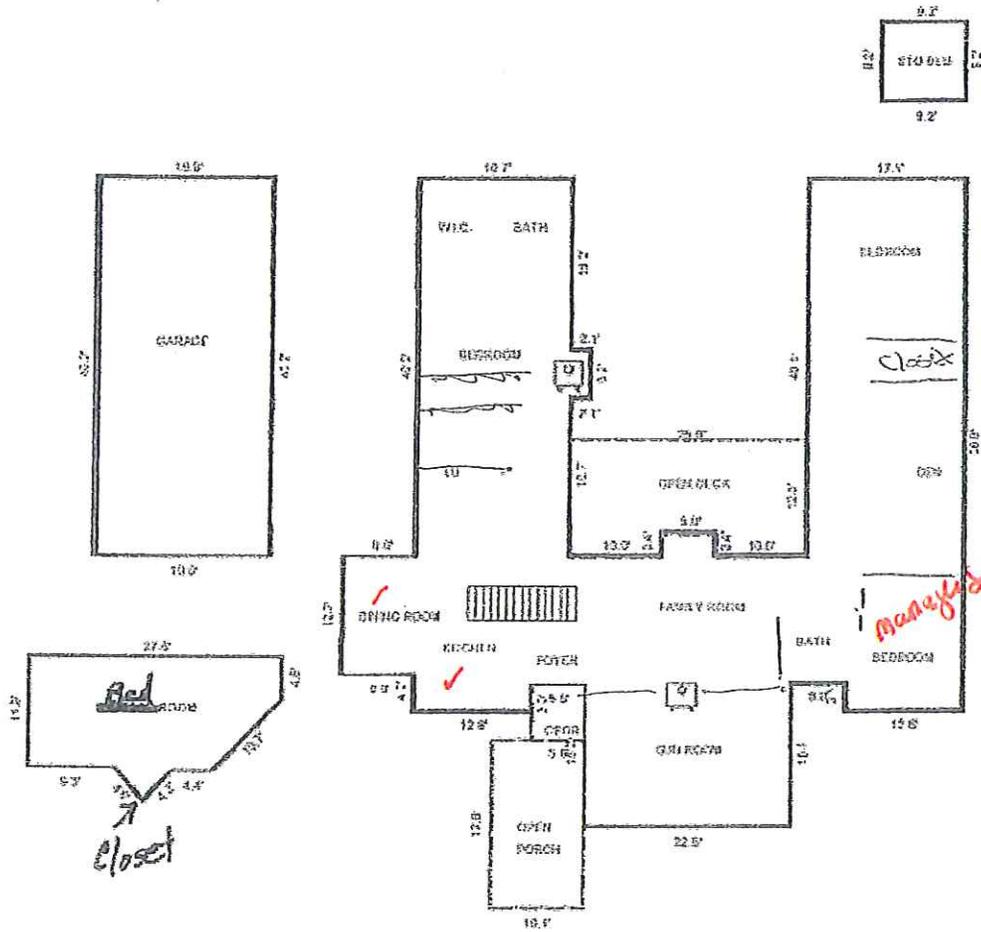
Owner Signature: Doreen Dailey

Date: 5-28-13

	Issue	Hold	Initial
Code Compliance	<input type="checkbox"/>	<input type="checkbox"/>	_____
Building Inspection	<input type="checkbox"/>	<input type="checkbox"/>	_____
Planning	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fire	<input type="checkbox"/>	<input type="checkbox"/>	_____

Approval: _____ Date: _____

818 Bulwer Ave
Kerrville, TX



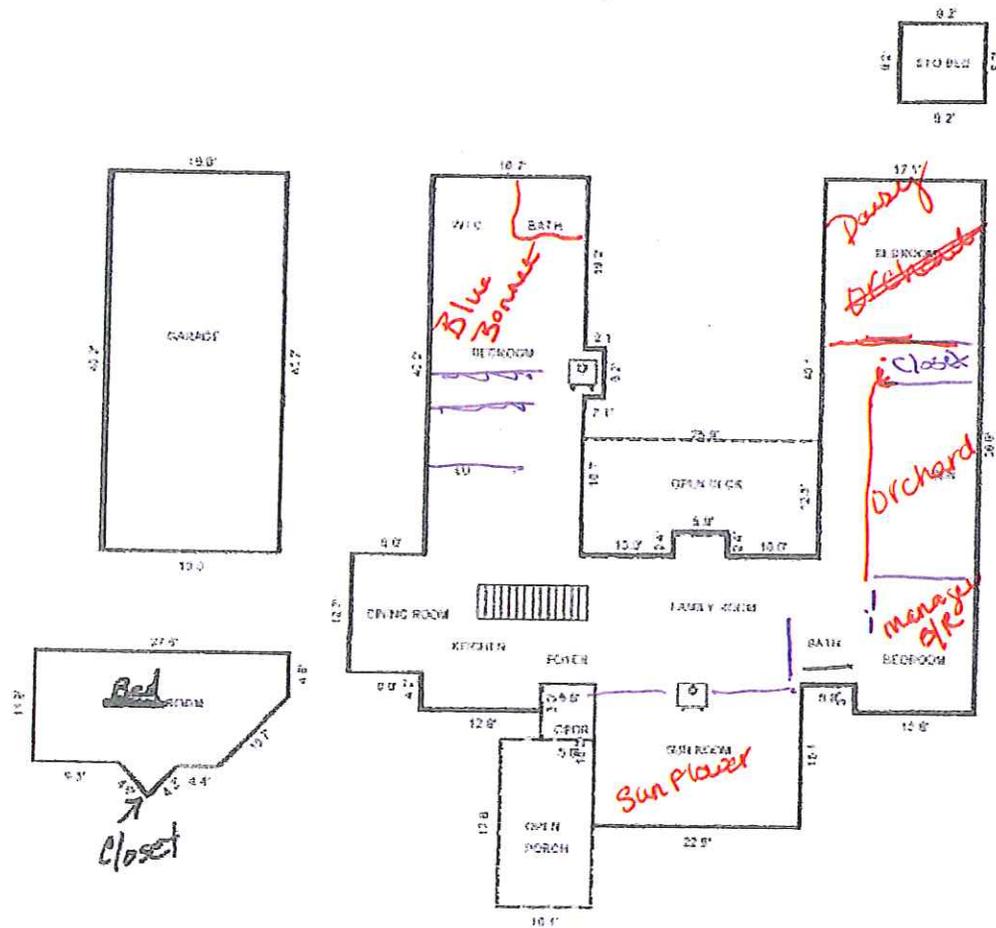
Gabbys/M

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLBL	First Floor	2719.64	2719.64
P/P	Covered Porch	34.22	
	Porch	179.78	
	OPEN DECK	304.41	518.41
GAR	Garage	763.80	763.80
OTH	Storage Room	317.65	
	WOOD STORAGE BLDG	75.44	393.09
Plus downstairs bedroom		312 S.F	
TOTAL LIVABLE (rounded)		approx 3100	3100

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
8.0	x	12.7	101.60
2.1	x	5.2	10.92
2.4	x	5.9	14.16
12.8	x	56.9	728.32
4.3	x	53.8	231.34
12.8	x	56.9	728.32
3.9	x	53.9	210.21
22.5	x	26.8	603.00
1.9	x	13.8	26.22
1.5	x	13.7	20.55
10 Calculations Total (rounded)			2720

818 Bulwer Ave
Kerrville, TX



Scale: 1/4" = 1'-0"
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLAI	First Floor	2719.64	2719.64
P/P	Covered Porch	34.22	
	Porch	179.78	
	OPEN DECK	304.41	518.41
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LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
8.0	x	12.7	101.60
2.1	x	5.2	10.92
2.4	x	5.9	14.16
12.8	x	56.9	728.32
4.3	x	53.8	231.34
12.8	x	56.9	728.32
3.9	x	53.9	210.21
22.5	x	28.8	648.00
1.9	x	13.8	26.22
1.5	x	13.7	20.55
10 Calculations Total (rounded)			2720

The Red Lotus

✓ Sunflower Room

11'6" x 21'3"

4P



Orchid Room

2P



11'6" - No Closets
15'6"

Daisy Room

15'6" x 15'

4P



1st floor

Bluebonnet Room 4 Beds 15 1/2 x 15 1/2

4P



First Bathroom



NOT SAFETY GLASS @ TUB
4'2" from ~~Top~~ Tub Bottom

Second Bathroom



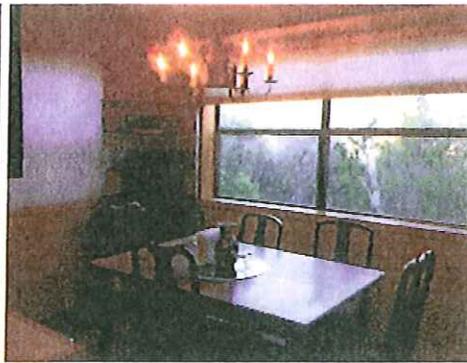
Living Room



Laundry Room



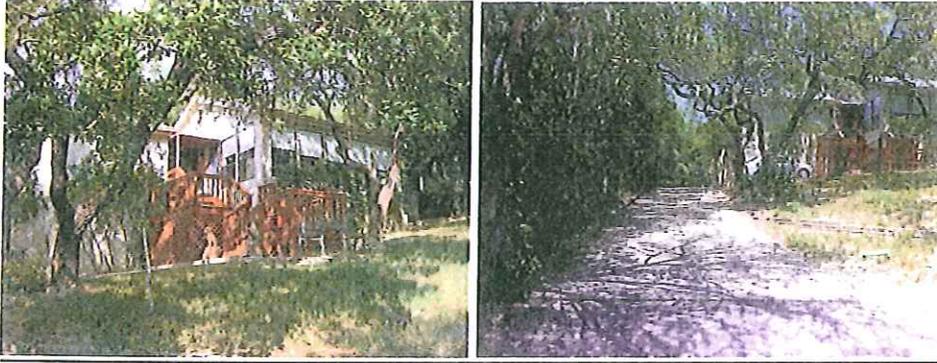
Kitchen



2nd TV ROOM



Parking



Kerr CAD

Property Search Results > 24140 DAILEY, DOREEN DIXON for Year 2013

Property

Account

Property ID: 24140 Legal Description: CAGE BLK E LOT 11 (SW PT), PTS 1A & 1B ACRES .35
 Geographic ID: 3280-0050-011030 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 818 BULWER AVE Mapsco:
 Neighborhood: CAGE Map ID: S3280
 Neighborhood CD: CAGE

Owner

Name: DAILEY, DOREEN DIXON Owner ID: 576088
 Mailing Address: 771 LOS CIERVOS % Ownership: 100.0000000000%
 ARROYO GRANDE, CA 93420-1422
 Exemptions:

Values

(+) Improvement Homesite Value: + \$291,935
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$5,885
 (+) Land Non-Homesite Value: + \$0 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$297,820
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$297,820
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$297,820

Taxing Jurisdiction

Owner: DAILEY, DOREEN DIXON
 % Ownership: 100.0000000000%
 Total Value: \$297,820

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Central Appraisal District	0.000000	\$297,820	\$297,820	\$0.00
CKV	CITY OF KERRVILLE	0.562500	\$297,820	\$297,820	\$1,675.24
GKR	KERR COUNTY	0.412100	\$297,820	\$297,820	\$1,227.32
RLT	LATERAL ROADS	0.032200	\$297,820	\$297,820	\$95.90
SKV	KERRVILLE I.S.D.	1.180000	\$297,820	\$297,820	\$3,514.28
UGR	UPPER GUADALUPE RIVER AUTHORITY	0.025000	\$297,820	\$297,820	\$74.46
WHU	HEADWATERS GROUNDWATER CONSERVATION DISTRICT	0.007400	\$297,820	\$297,820	\$22.04
Total Tax Rate:		2.219200			
Taxes w/Current Exemptions:					\$6,609.24
Taxes w/o Exemptions:					\$6,609.22

Improvement / Building

Improvement #1:	Residential	State Code:	A1	Living Area:	3014.0 sqft	Value:	\$291,935
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
MA		F6	ST	1986	2715.0		
GF2	ACAD CONV CODE: GF2	F6		1986	618.0		
STG	ACAD CONV CODE: STG	F6		1986	170.0		

MA3 ACAD CONV CODE: MA3 F6 1990 299.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.3500	15246.00	55.00	0.00	\$5,885	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	\$291,935	\$5,885	0	297,820	\$0	\$297,820
2012	\$291,935	\$5,885	0	297,820	\$0	\$297,820
2011	\$291,935	\$5,885	0	297,820	\$0	\$297,820
2010	\$291,935	\$5,885	0	297,820	\$0	\$297,820
2009	\$291,935	\$5,885	0	297,820	\$0	\$297,820
2008	\$291,935	\$5,885	0	297,820	\$0	\$297,820
2007	\$270,929	\$5,885	0	276,814	\$0	\$276,814
2006	\$247,030	\$5,885	0	252,915	\$18,272	\$234,643
2005	\$207,537	\$5,775	0	213,312	\$0	\$213,312
2004	\$189,340	\$5,775	0	195,115	\$0	\$195,115
2003	\$181,108	\$5,500	0	186,608	\$0	\$186,608
2002	\$181,108	\$5,500	0	186,608	\$0	\$186,608
2001	\$177,749	\$5,500	0	183,249	\$0	\$183,249
2000	\$177,597	\$5,500	0	183,097	\$0	\$183,097
1999	\$176,810	\$5,500	0	182,310	\$0	\$182,310
1998	\$176,810	\$5,500	0	182,310	\$0	\$182,310
1997	\$179,162	\$5,500	0	184,662	\$0	\$184,662
1996	\$179,162	\$5,500	0	184,662	\$0	\$184,662
1995	\$200,144	\$5,500	0	205,644	\$0	\$205,644

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/22/2006 12:00:00 AM	WDVL	Warranty Deed With Vendors Lien	THREADGILL, WILL	DAILEY, DOREEN (1511	0813	0
2	10/16/1995 12:00:00 AM	WD	Warranty Deed	MULLINS, JOHN D	THREADGILL, WILL	820	130	0
3	8/14/1975 12:00:00 AM	WD	Warranty Deed		MULLINS, JOHN D	181	586	0

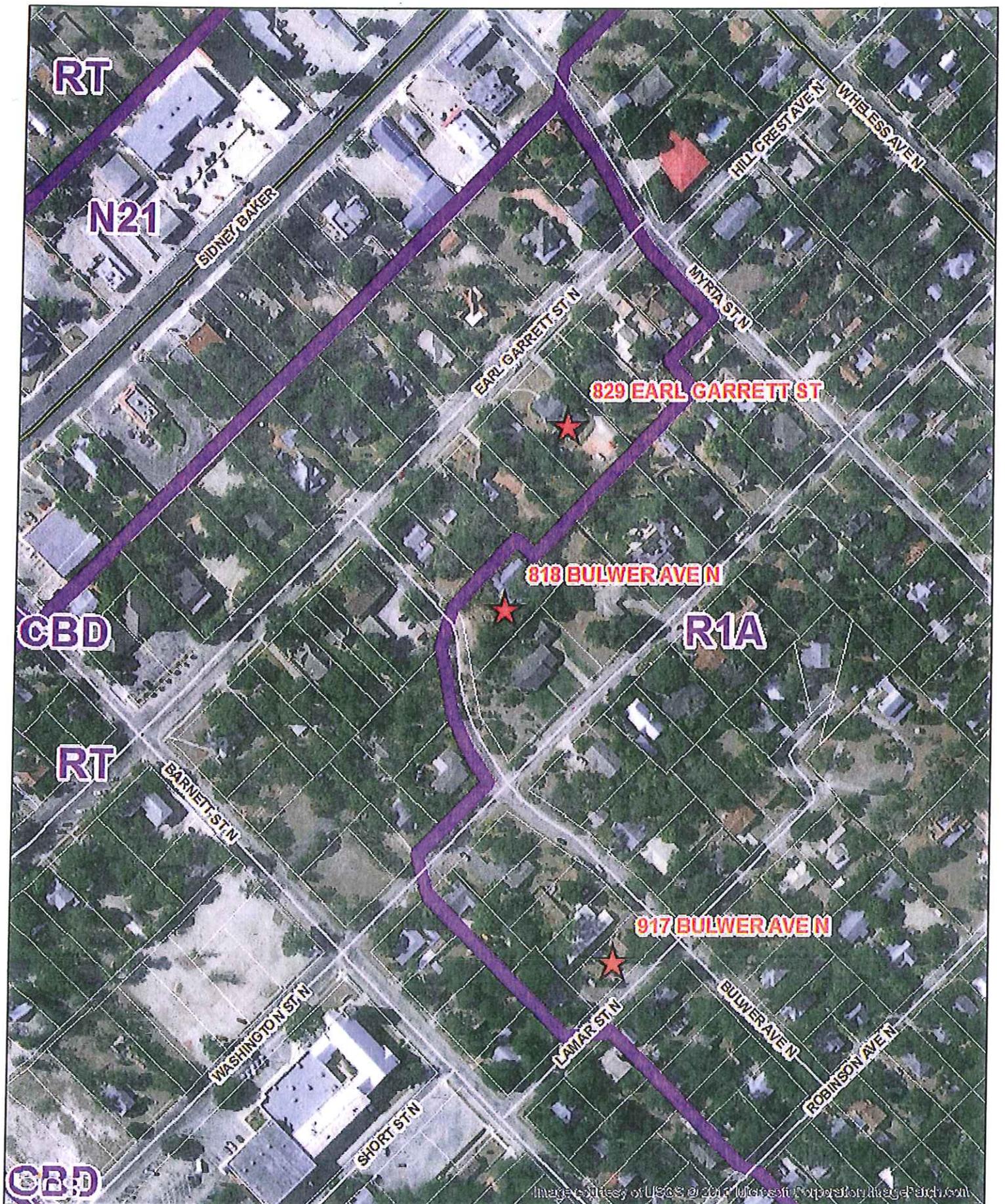
Questions Please Call (830) 895-5223

Website version: 1.2.2.2

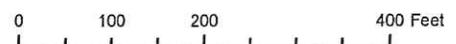
Database last updated on: 9/16/2013 11:15 PM

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Privacy Notice

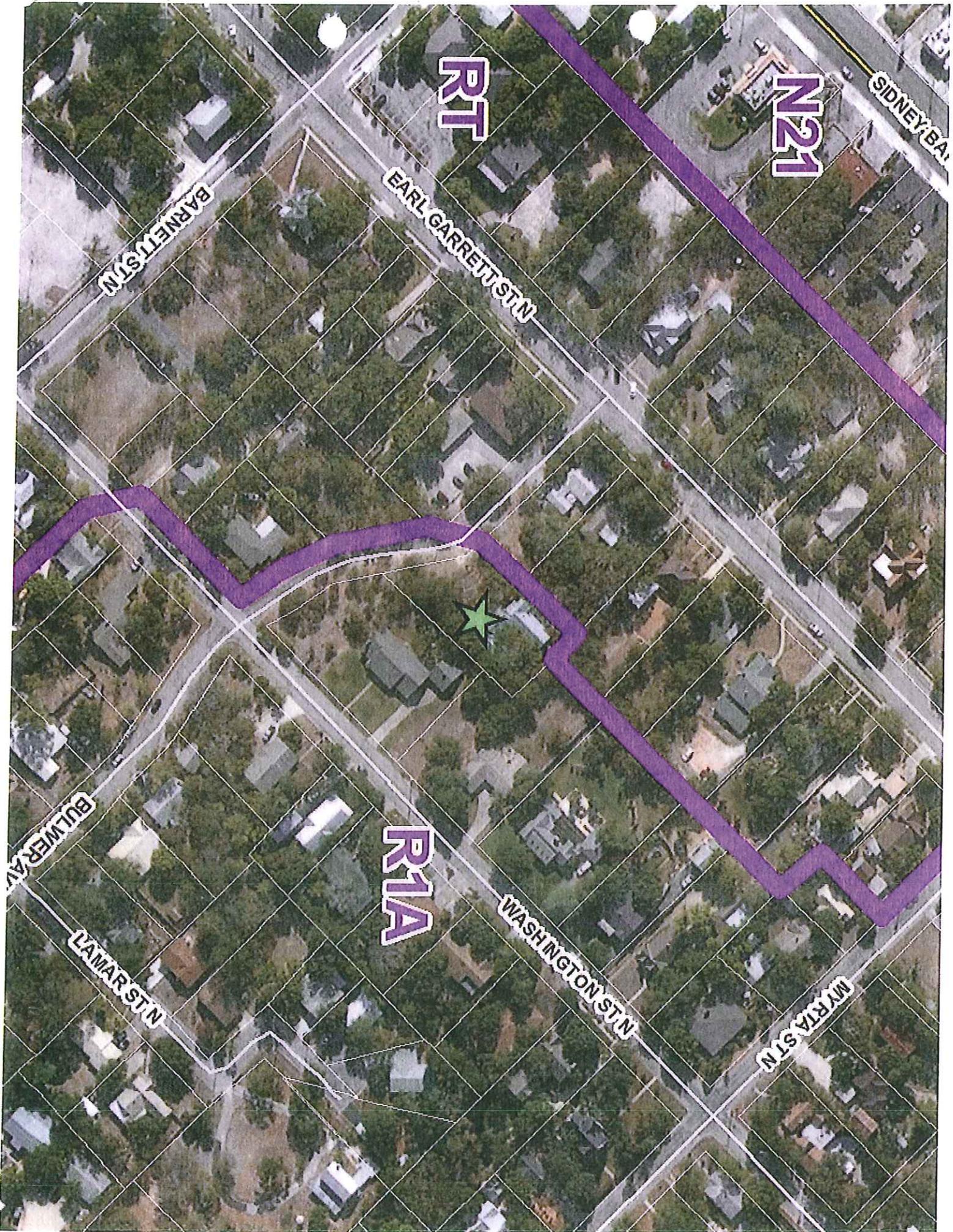
This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.



818 Bulwer Ave - Zoned R1A



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



RT

N21

R1A

BARNETT ST

EARL GARRETT ST

SIDNEY BA

BULWER AV

LAMAR ST

WASHINGTON ST

MYRTLE ST





Group Homes Inspection Checklist

Development Services/Engineering
 City of Kerrville, 200 Sidney Baker St. N., Kerrville, TX 78028
 P: 830-258-1170 / F: 830-896-0517

818 Bulwer

July 2, 2013

Acceptable	Fail		NOTES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Egress Windows and Doors	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Doors	
<input type="checkbox"/>	<input type="checkbox"/>	Stairs Interior and Exterior	
<input type="checkbox"/>	<input type="checkbox"/>	Gaurdrails	Enclosed stairwell going to basement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handralls	
<input type="checkbox"/>	<input type="checkbox"/>	Baluster spacing	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tread Rise/Run	
<input type="checkbox"/>	<input type="checkbox"/>	Balconies	
<input type="checkbox"/>	<input type="checkbox"/>	Porches	
<input type="checkbox"/>	<input type="checkbox"/>	Housing components	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bedroom 1 Bluebonnet 4P (15'6"x15'6")=240.25 sq.ft.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bedroom 2 Sun Flower 4P (11'6"x21'3")=244.38 sq.ft.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bedroom 3 Managers 1P (11'6"x11'6")=132.25	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bedroom 4 Orchid 2P (11'6"x15'6")=178.25 sq.ft.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bedroom 5 Dalsy 4P (15'6"x15')=232.5	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Number of Full Baths (2) Hall bath lacks safety glass 50" AFF	
<input type="checkbox"/>	<input type="checkbox"/>	Number of Half Baths	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Parking requirements in compliance	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Over all condition of home	
<input type="checkbox"/>	<input type="checkbox"/>	Electrical Components	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Smoke alarms in required locations	Not Hard wired
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GFCI Protection in required locations	Not present in garage, exterior, Jacuzzi, green house and fountain(exterior plug).
<input type="checkbox"/>	<input type="checkbox"/>	Fixtures	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Main disconnect (6 Throws of the hand)	Missing screws in panel and cover.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sub panels	Bare neutral, grounds and neutrals not separated. Have panel evaluated by licensed electrician
<input type="checkbox"/>	<input type="checkbox"/>	Branch Circuits	Open neutral right side of kitchen sink. Improper covers at exterior outlets
<input type="checkbox"/>	<input type="checkbox"/>	HVAC / Appliances	
<input type="checkbox"/>	<input type="checkbox"/>	Heat Pump	
<input type="checkbox"/>	<input type="checkbox"/>	Electric Furnace	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gas Furnace (2)	
<input type="checkbox"/>	<input type="checkbox"/>	Vent clearance	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proper gas connection	Flex through cabinet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Adequate compustion air	Lacks adequate
<input type="checkbox"/>	<input type="checkbox"/>	Annual Gas Test	
<input type="checkbox"/>	<input type="checkbox"/>	Water Heater	
<input type="checkbox"/>	<input type="checkbox"/>	installation of electrical supply	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	installation of gas piping	
<input type="checkbox"/>	<input type="checkbox"/>	clearance from combustibles	
<input type="checkbox"/>	<input type="checkbox"/>	adequate combustion air	
<input type="checkbox"/>	<input type="checkbox"/>	flue pipe and termination	Side wall cap
<input type="checkbox"/>	<input type="checkbox"/>	Pan installed where required	
<input type="checkbox"/>	<input type="checkbox"/>	T&P drain line properly installed	
<input type="checkbox"/>	<input type="checkbox"/>	Pan installed where required	
<input type="checkbox"/>	<input type="checkbox"/>	Unit properly elevated	Direct vent water heater installed in possible sleeping room closet, need to install solid, weatherstripped self close door with threshold.

Additional Notes

Trina Sanchez

Subject:

FW: 818 Bulwer

From: Pat Dunlap

Sent: Friday, July 05, 2013 10:04 AM

To: Danny Batts

Cc: Christopher F. Lee

Subject: RE: 818 Bulwer

Danny,

Group home inspection – 818 Bulwer Ave

1. Install smoke alarms per City code.
2. Bedroom escape windows must remain clear of furniture obstructing same.
3. Install a minimum 5lb capacity, ABC rated fire extinguisher in the kitchen area. Fire extinguisher is required to be inspected annually by a Texas licensed fire extinguisher contractor or replaced annually.
4. Where supplemental locking devices are being used on sliding glass doors, the locking devices must be an approved type that is openable from the inside without the use of a key, special effort or knowledge.
5. Gas-fired furnaces must be inspected and certified for safe and proper operation by a state licensed heating/air conditioning contractor.
6. Remove multi-plug adaptors from receptacles around house and replace with protected, U.L. approved plug strips in place of the multi-plug adaptors.
7. Clean lint, dust and combustible materials from behind refrigerators, water heater, clothes dryer and washing machine.
8. Connect clothes dryer to exhaust duct which extends to exterior of building. Dryer duct must be metal. The duct between the dryer appliance and the duct extending to the exterior of the building can be flexible, U.L. approved metal dryer duct.
9. A wood burning stove (Franklin type stoves) shall not be used in the bed room areas. The living room wood burning stove (Franklin type stove) shall not be used until inspected and certified for safe and proper operation by a professional contractor.
10. Repair holes in sheetrock ceiling of the water heater closet located in the 1st floor "TV Room".
11. A clear path of travel (no un-gated fence, or walkway obstructions) must be provided from the bedroom windows on the east, exterior side of the house.
12. Complete a fire escape plan, post and practice. The plan should include a meeting location outside of and away from the residence, and someone responsible for ensuring all occupants are accounted for and for communicating the info to the arriving fire fighters.

The following are recommendations:

1. Install carbon monoxide detectors, per manufacturer's specification, on each floor level and inside the 1st floor "TV Room".

2. Sheetrock the ceiling area of the large storage room in the garage area. The sheetrock should be 5/8 inch thick, type X fire code sheetrock.
3. Sheetrock inside walls of water heater closet located in "TV Room".

Pat L. Dunlap
Fire Marshal
830-257-8449
pat.dunlap@kerrvilletx.gov



Red Lotus = Bulwer Avenue :

Residents = 15 residents:

(Cumulative) 9 paying / 5 scholarships (free bed) / 1 manager (free bed)

City recommendations = Reduce to 13 residents + 1 Additional Bathroom + 1 additional permanent closet

Cost Breakdown =

- Toilet: \$150.00
- Sink: \$125.00
- Tub: \$400.00
- Bathroom Parts / Labor: \$500.00
- Closet materials: \$150
- Closet Installation labor: \$100.00

TOTAL = Est. \$1425.00

Counter request :

- Accommodate all renovation requests
- 90 days to complete renovations
- Keep 15 residents / Open downstairs & move 3 residents downstairs
 - 4 large rooms – 3 residents each
 - 1 regular size rooms – 2 residents each
 - 1 regular size room – 1 resident (house manager)



City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

July 19, 2013

Catherine "Nikki" Saurage
112 Crescent Dr.
Kerrville, Texas 78028

Re: Reasonable Accommodation Appeal for The Red Lotus House located at 818 Bulwer Avenue

Dear Mrs. Saurage:

Be advised that you may appeal the decision in the letter dated July 9, 2013 to City Council. You may file your appeal with the Development Services Department located at 200 Sidney Baker St. N. You have sixty (60) days from the date of this letter to comply with our previous recommendation and inspection requirements or to appeal this determination to City Council.

Thank you,

A handwritten signature in black ink, appearing to read "Danny Batts", is written over a light blue horizontal line.

Danny Batts
Director of Building Services/Chief Building Official
City of Kerrville



City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

July 9, 2013

Catherine Saurage
112 Crescent Drive
Kerrville, Texas 78028

**Re: Reasonable Accommodation Request for The Red Lotus House located at 818
Bulwer Avenue**

Dear Mrs. Saurage:

You requested accommodations for the above-referenced boarding home facility.

1. Maximum occupancy accommodation.

You requested an accommodation to increase the maximum occupancy to fifteen. Under the current zoning, you are restricted to eight occupants. Because of this limitation, it is not necessary to construct an additional bathroom. You will be given 60 days to transition.

2. Maximum occupants per sleeping room

You will be permitted to have up to three beds in the sleeping rooms that have at least 70 square feet per person.

3. Closet accommodation.

You are permitted to utilize the closet in the hallway for the occupants in the Orchid Room. You will not be required to construct an additional closet.

Please provide documentation that taxes are current.

You will have 60 days from the date of this letter to comply with the terms stated herein and with any inspection items that have been noted.

If you have any questions please contact Danny Batts, Director of Building Services/Chief Building Official at 830-258-1514.

Thank you,

Danny Batts
Director of Building Services/ Chief Building Official
City of Kerrville

Staff Use Only:

Approved Approved with conditions Denied

Conditions: _____

Director's Initials: DB Date: 7/9/13

Assistant City Manager: XLO Date: 7/9/13

Legal Review: _____ Date: _____

Date written decision due: July 9, 2013 First response to applicant dated: July 9, 2013

Second response to applicant dated: July 19, 2013

Decision must be sent within 20 days of receipt of application per Ordinance 2013-06, Sec. 30-24.

STEVEN G. POLIN, ESQ.
Attorney At Law

3034 TENNYSON ST. N.W.
WASHINGTON, D.C. 20015

TEL (202) 331-5848
FAX (202) 537-2986
SPOLIN2@EARTHLINK.NET

September 10, 2013

SENT VIA ELECTRONIC MEANS AND FIRST CLASS MAIL

Danny Batts
Director of Building Services/Chief Building Official
City of Kerrville
200 Sidney Baker North
Kerrville, TX 78028

Re: Reasonable Accommodation Request
Blue Lotus House
929 Pecan Street
Red Lotus House
118 Bulwer Avenue

Dear Mr. Batts:

I have been retained by Catherine "Nikki" Saurage regarding the application of the City of Kerrville's "Boarding Home Facilities" ordinance ("the Ordinance") to the sober houses owned and operated by Ms. Saurage. The purpose of this letter is to renew her reasonable accommodation request by requesting a waiver of the maximum occupancy limitation that the Ordinance placed only on those homes that the City classified as "Boarding Home Facilities. In addition, Ms. Saurage is seeking a waiver of the application of the fee requirement for an application, since such a fee is not imposed for other land use applications. Finally, the purpose of this letter is to place the City on notice that the Ordinance as written violates the Federal Fair Housing since its purpose is to regulate and otherwise place illegal terms and conditions on housing for persons with disabilities.

I. THE ORDINANCE VIOLATES THE FEDERAL FAIR HOUSING ACT IN THAT IT IMPOSES TERMS AND CONDITIONS UPON PERSONS WITH DISABILITIES FOR THE USE OF A DWELLING THAT MAKES OR TENDS TO MAKE THE DWELLING UNAVAILABLE

42 U.S.C. § 3604(f) (2) makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap of--(A) that person; or (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or (C) any person associated with that person.

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42 U.S.C. § 3604(f)(3) states that purposes of this subsection, discrimination includes-- (B) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

24 C.F.R. § 100.70(b) provides that it shall be unlawful, because of race, color, religion, sex, handicap, familial status, or national origin, to engage in any conduct relating to the provision of housing or of services and facilities in connection therewith that otherwise makes unavailable or denies dwellings to persons. 24 C.F.R. § 100.70(d)(4) states that prohibited activities relating to dwellings under 24 C.F.R. § 100.70(b) include, but are not limited to refusing to provide municipal services or property or hazard insurance for dwellings or providing such services or insurance differently because of race, color, religion, sex, handicap, familial status, or national origin.

Courts have uniformly held that municipal services include the application and enforcement of zoning, building, housing and fire codes. This was made clear by the legislative history to the Fair Housing Act:

[Section 804(f)] would also apply to state or local land use and health and safety laws, regulations, practices or decisions which discriminate against individuals with handicaps. While state and local governments have authority to protect safety and health, and to regulate use of land, that authority has sometimes been sued to restrict the ability of individuals with handicaps to live in communities. This has been accomplished by such as the enactment or imposition of health, safety or land-use requirements on congregate living arrangements among non-related persons with disabilities. Since these requirements are not imposed on families and groups of similar size of unrelated people, these requirements have the effect of discriminating against persons with disabilities.

House Report, p. 24.

In *Casa Marie, Inc. v. Superior Court of Puerto Rico for Dist. of Arecibo*, 752 F. Supp. 1152, 1171 (D.P.R. 1990) it was noted that

This brief review of the legislative history convinces us that Congress' intention in enacting and amending the Fair Housing Act was to provide broad and far-reaching relief against discrimination in housing similar to the broad remedial scheme of other Civil Rights statutes... [I]t is obvious that state courts could be used to apply facially-neutral zoning laws, building codes, restrictive covenants, and other state statutory law related to the regulating housing. Housing is an area replete with state law rules and regulations and private contracts.

Application of zoning, building, housing and fire codes that effect housing for persons with disabilities and that may be utilized to impose terms, conditions and requirements that may result

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in the denial of housing are subject to challenge under the Fair Housing. All of these code requirements are also subjects to the reasonable accommodation provision of the Act. *See, Gallagher v. Magner*, 619 F.3d 823, 829 (8th Cir. 2010)(application of property maintenance and housing codes are subject to disparate impact analysis under the Fair Housing Act); *New Jersey Coalition of Rooming & Boarding House Owners v. Mayor of Asbury Park*, 152 F.3d 217, 221 (3d Cir.1998)(compliance with building, housing, health and safety code regulations for licensing purposes in determining intentional discrimination against housing for disabled persons); *Wis. Cmty. Servs. v. City of Milwaukee*, 413 F.3d 642, 646 (7th Cir. 2005)(If a zoning or building-code rule bears more heavily on disabled than on other persons, the city must change the rules to the extent necessary to redress the adverse effect); *Tsombanidis v. W. Haven Fire Dep't*, 352 F.3d 565, 571 (2d Cir. 2003)(The Fair Housing Act and the Americans with Disabilities act apply to zoning regulations, property maintenance codes, state building code, and the state fire code); *Marbrunak, Inc. v. City of Stowe*, 974 F.2d 43,47 (6th Cir. 1992)(safety requirements for groups of disabled persons contained in City's zoning code subject to review under the Fair Housing Act); *Alliance for the Mentally Ill v. City of Naperville*, 923 F. Supp. 1057, 1074 (N.D. Ill1996)(under the Federal Fair Housing Act, a municipality may impose special requirements on a Residential Board and Care Occupancy only if such requirements are 'warranted by the unique and specific needs and abilities of those handicapped persons"; *Provisio Ass'n v. Village of Westchester*, 914 F. Supp. 1555, 1562 (N.D. Ill1995) (municipality refusal to waive sprinkler requirement as a reasonable accommodation which was required by the Life Safety Code found to have violated the Federal Fair Housing Act).

II. SECTION 30-26 OF THE ORDINANCE VIOLATES THE FAIR HOUSING ACT IN THAT IMPOSES OCCUPANCY RESTRICTION UPON GROUPS OF UNRELATED PERSONS THAT ARE NOT IMPOSED ON GROUPS OF RELATED PERSONS

Section 30-26. Residents provides the following:

A boarding home facility operating within one of the following zoning districts, is subject to residency limitations as follows:

(1) "R1" Single-family Zoning District. "R1-A" Residential Zoning District. "RC" Residential Cluster District. The number of residents, including owners, operators, managers, and caregivers for a boarding home facility located within an "R1" Single-family Zoning District, "R1-A" Residential Zoning District, and "RC" Residential Cluster District may not exceed the lowest number of residents derived from the following, with any resulting fraction for the number of residents being rounded down:

a. Fifty percent of the total gross square footage of the habitable space divided by 150 square feet;

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- b. Number of sleeping rooms, meeting the requirements found within section 30-28, multiplied by two residents;
- c. Number of bathrooms multiplied by six residents; or
- d. Maximum of eight residents.

(2) "RT" Residential Transition Zoning District. The number of residents, including owners, operators, managers, and caregivers for a boarding home facility located within an "RT" Residential Transition Zoning District may not exceed the lowest number of residents derived from the following, with any resulting fraction for the number of residents being rounded down:

- a. Fifty percent of the total gross square footage of the habitable space divided by 150 square feet;
- b. Number of sleeping rooms, meeting the requirements found within section 30-28, multiplied by two residents;
- c. Number of bathrooms multiplied by six residents; or
- d. Maximum of ten residents.

(2) "RT" Residential Transition Zoning District. The number of residents, including owners, operators, managers, and caregivers for a boarding home facility located within an "RT" Residential Transition Zoning District may not exceed the lowest number of residents derived from the following, with any resulting fraction for the number of residents being rounded down:

- a. Fifty percent of the total gross square footage of the habitable space divided by 150 square feet;
- b. Number of sleeping rooms, meeting the requirements found within section 30-28, multiplied by two residents;
- c. Number of bathrooms multiplied by six residents; or
- d. Maximum of ten residents.

The formula utilized for determining maximum occupancy is a formula based on square footage. This is an occupancy restriction, and such occupancy restrictions must be applied equally

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to groups of related and unrelated persons equally. In other words, the City of Kerrville does not impose such an occupancy restriction or limit the occupancy to dwellings to families related by blood, marriage or adoption. This precise issue was addressed by the Supreme Court in *City of Edmonds v. Oxford House, Inc.*, 514 U.S. 725 (1995). The Court stated that "Maximum occupancy restrictions, in contradistinction, cap the number of occupants per dwelling, typically in relation to available floor space or the number and type of rooms. . . [T]hese restrictions ordinarily apply uniformly to all residents of all dwelling units. Their purpose is to protect health and safety by preventing dwelling overcrowding. *Id.* at 733.

The Supreme Court also relied on the legislative history of the Federal Fair Housing Act as stated in the report from the House of Representatives in reaching this conclusion.

"A number of jurisdictions limit the number of occupants per unit based on a minimum number of square feet in the unit or the sleeping areas of the unit. Reasonable limitations by governments would be allowed to continue, as long as they were applied to all occupants, and did not operate to discriminate on the basis of race, color, religion, sex, national origin, handicap or familial status." H. R. Rep. No. 100-711, p. 31 (1988).

Id. at 735.

In view of the illegality of the occupancy requirements of Section 30-26(1) and (2), Ms. Saurage is requesting that her original applications for the number of residents as requested in the application for the Blue Lotus House (10) and Red Lotus House (15) be granted.

III. REASONABLE ACCOMMODATION REQUEST TO BE TREATED AS A FAMILY

Under the FFHA, it is a discriminatory practice to refuse to make "a reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford [a handicapped] person equal opportunity to use and enjoy a dwelling." 42 U.S.C. § 3604(f)(3)(B); *Groome Resources, Ltd. v. Parish of Jefferson*, 234 F.3d 192 (5th Cir. 2000) *Smith & Lee Assocs. v. City of Taylor*, 102 F.3d 781, 790 (6th Cir. 1996); *Virginia Correctional Serv. v. City of Milwaukee*, 173 F. Supp. 2d 842 (E.D. Wisc. 2001); *Oconomowoc Residential Programs, Inc. v. City of Milwaukee*, 300 F.3d 775, 787 (7th Cir. 2002); *ReMed Recovery Care Centers v. Township of Willistown*, 36 F. Supp. 2d 676, 683 (E.D. Pa. 1999); *Tsombanidis v. City of W. Haven*, 180 F. Supp. 2d 262, 283, *rev'd other grounds*, 352 F.3d 565180 (2nd Cir. 2003).

Under Fair Housing Amendments Act of 1988, the City may not act to prevent those with handicaps from living in recovery housing within its boundaries. A reasonable accommodation in this instance would be for the City to accept the residents of the Blue and Red Lotus Houses as the functional equivalent of a family and waive the limitation on the number of unrelated persons who

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may reside together under the City's zoning code, in a single family dwelling and apply all building and fire codes in the same manner as it applies to single family dwellings for single family purposes. In other words, Ms. Saurage is seeking the residents of the two houses to be treated as a family under the express terms of the City's definition of family. *See, Groome Resources, Ltd.*

The residents of the Blue and Red Lotus Houses are considered to be the "functional equivalent" of a family for several reasons. The residents have access to the entire house. The residents also participate equally in the housekeeping functions of the house. The quality and nature of the relationship among the residents are akin to that of a family. The emotional and mutual support and bonding given each resident in support of his recovery from drug addiction and alcoholism is the equivalent of the type of love and support received in a traditional family. The need of groups of unrelated recovering alcoholics and substance abusers to live in a structured, safe and therapeutic environment is necessary to the recovery process. It has been found that individuals who decide to live in sober housing programs, such as that offered by the Red and Blue Lotus Houses, are allowed to engage in the process of recovery from alcoholism and substance abuse, at their own pace. By living with other persons who are in recovery, the residents should never have to face an alcoholic's or addict's deadliest enemy: loneliness and isolation

The reasonable accommodation requirement of the Fair Housing Act draws no distinction between "rules," "policies," and "practices" that are embodied in zoning ordinances and those that emanate from other sources. All are subject to the "reasonable accommodation" requirement. Thus, when a municipality refuses to make a reasonable accommodation in its zoning "rules," "policies," or "practices," and such an accommodation may be necessary to afford handicapped persons an equal opportunity to use and enjoy a dwelling, it violates the reasonable accommodation provision of the act, 42 U.S.C. 3604(f)(3)(B). *See United States v. Village of Marshall*, 787 F. Supp. 872, 877 (W.D. Wis. 1991)(Congress in enacting the Fair Housing Amendments Act "anticipated that there were rules and regulations encompassing zoning regulations and governmental decision about land use")

Reasonable accommodation has been interpreted by the Courts in cases involving zoning ordinances to mean that a municipality must change some rule that is generally applicable to everyone so as to make its burden less onerous on the person with disabilities. *Township of Cherry Hill* at 465, n. 25. *See, Casa Marie, Inc. v. Superior Court of Puerto Rico for the District of Arecibo*, 752 F. Supp. 1152, 1169 (D.P.R. 1990), *rev'd on other grounds*, 988 F.2d 252 (1st Cir. 1993)(noting that a court hearing a reasonable accommodation claim under the Fair Housing Act may "adjudge whether compliance with the zoning ordinances may be 'waived'"); *Horizon House Development Services v. Township of Upper Southampton*, 804 F.Supp. 683, 699-700 (E.D. Pa. 1992), *aff'd mem.*, 995 F.2d 217 (3d Cir. 1993)("affirmative steps are required to change rules or practices if they are necessary to allow a person with a disability to live in a community"). A request for a reasonable accommodation may even encompass as request for non enforcement of a zoning ordinance. *Proviso Association of Retarded Citizens v. Village of Westchester*, 914 F. Supp 1555, 1561-62 (N. D. Ill. 1996); *Tsombanidis, supra*.

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One of the purposes of the reasonable accommodations provision is to address individual needs and respond to individual circumstances. In this regard, courts have held that municipalities that municipalities must change, waive, or make exception to their zoning rules to afford people with disabilities the same access to housing as those who are without disabilities. *Town of Babylon*, 819 F. Supp. at 1192; *Horizon House*, 804 F. Supp. at 699; *Township of Cherry Hill* 799 F. Supp. at 461-63; *Village of Marshall*, 787 F. Supp at 878; *Commonwealth of Puerto Rico*, 764 F. Supp. at 224; *Tsombanidis, supra*.

The Fair Housing Act places an affirmative duty on the municipality to accommodate the needs of persons with disabilities. The Act demands that municipalities such as the City of Kerrville to change the manner in which its zoning ordinances are applied to afford the disabled the same opportunity to housing as those who are not disabled. *City of Plainfield*, 769 F. Supp. at 1344 (accommodation reasonable where it "would not cause undue financial burden to the City").

Permitting the use of the Red and Blue Lotus Houses to exist would not significantly compromise the policies reflected in any of the land use ordinances that the City would apply or enforce. Nor is there any significant evidence that such an accommodation would significantly compromise the City's legitimate interests in the protecting the residential character of the surrounding neighborhood. The City of Kerrville is not being asked to build housing; rather, it is being requested to remove an obstacle to housing. See, *Town of Babylon, supra*; *Huntington Branch, NAACP v. Town of Huntington*, 844 F.2d 926, 936 (2d Cir), aff'd 488 U.S. 15 (1988).

Reasonable accommodation requests are necessary to achieve an opportunity for the disabled residents of the Blue and Red Lotus Houses to live in a residential area of Kerrville. *Schwarz v. City of Treasure Island*, 544 F.3d 1201, 1226 (11th Cir. 2008)(Section 3604(f)(3)(B) requires only accommodations necessary to ameliorate the effect of the plaintiff's disability so that the resident may compete equally with the non-disabled in the housing market.) Absent the group-home setting, the individual residents of the plaintiffs' programs would not be able to live in a supportive environment in a residential area, let alone a single-family residential area. See also *Oconomowoc Residential Prog.*, 300 F.3d at 784 ("When a zoning authority refuses to reasonably accommodate these small group living facilities, it denies disabled persons an equal opportunity to live in the community of their choice."); *Sharpvisions, Inc. v. Borough of Plum*, 475 F. Supp. 2d 514, 524-25 (W.D. Pa. 2007) (holding that request for accommodation to definition of "family" was necessary for a resident "to enjoy the housing of his or her choice").

The residents of the Blue and Red Lotus Houses are individuals who are handicapped by alcoholism or drug abuse. It can demonstrate that the ability of recovering alcoholics and drug addicts to live in a supportive drug free environment in a quiet residential area is critical to their recovery.

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IV. THE FEES IMPOSED BY THE CITY FOR APPLICATION FOR A PERMIT VIOLATE THE FAIR HOUSING ACT.

The City requires each applicant for a permit for “Boarding Home Facility” to pay an application fee of \$1,000.00. This fee is more than triple an applicant is required to pay for any type of zoning change.

This fee imposes severe financial hardship on the Blue and Red Lotus House. The fee represents an obstacle and impediment to need housing for a protected class of persons under the Federal Fair Housing Act. For the reasons stated in Section I of this letter the fee represents a discriminatory term or condition that has a discriminatory effect upon the provision of housing for groups of disabled persons.

Pursuant to the Federal Fair Housing Act, 42 U.S.C. 3604(f)(3)(B), I am requesting that the City of Kerrville waive the \$1000.00 application fee required for the application for a boarding facility permit. The imposition of the fee has the effect of denying the residents of the Red and Blue Lotus Houses an equal opportunity to use and enjoy this particular dwelling.

The issue of fee and cost waiver was discussed in “Joint Statement of the Department of Housing and Urban Development and the Department of Justice Reasonable Accommodations under the Fair Housing Act.” The Joint Statement states as follows:

9. What happens if providing a requested accommodation involves some costs on the part of the housing provider?

Courts have ruled that the Act may require a housing provider to grant a reasonable accommodation that involves costs, so long as the reasonable accommodation does not pose an undue financial and administrative burden and the requested accommodation does not constitute a fundamental alteration of the provider’s operations. The financial resources of the provider, the cost of the reasonable accommodation, the benefits to the requester of the requested accommodation, and the availability of other, less expensive alternative accommodations that would effectively meet the applicant or resident’s disability-related needs must be considered in determining whether a requested accommodation poses an undue financial and administrative burden.

See, www.hud.gov/offices/theo/library/huddojstatement.pdf.

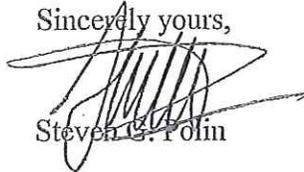
Finally, it is our position that the Ordinance violates the Fair Housing Act for the same reasons the facially neutral “transient use” ordinance enacted by the City of Delray Beach was found to have been discriminatory. *Caron Found. of Fla., Inc. v. City of Delray Beach*, 879 F. Supp. 2d 1353, 1372 (S.D. Fla. 2012). A review of the legislative history, the comments of the City Council

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member in considering the Ordinance, and the purpose of placing obstacles for the continuation of sober living in the City of Kerrville provides sufficient evidence of discriminatory intent that would enable a court to enjoin the enforcement of the Ordinance.

Thank you for your consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Steven G. Polin", is written over the typed name. The signature is stylized with several loops and a long horizontal stroke extending to the right.

Steven G. Polin

cc: Catherine Saurage

Agenda Item:

6D. Ethics policy. (staff)

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

SUBJECT: Ethics Policy

FOR AGENDA OF: Sept. 24, 2013 **DATE SUBMITTED:** Sept. 13, 2013

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

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JR*

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 previously discussed a draft ethics policy and directed the City Attorney to revise the draft in accordance with changes submitted by Councilmembers. It is recommended that should Council want to adopt a policy, that it adopts a policy via a resolution which would then be presented a future meeting.

RECOMMENDED ACTION

Consideration of ethics policy and direction to the City Attorney.

Agenda Item:

6E. Conceptual plan for Louise Hays Park and Lehmann and Monroe Park improvements. (staff)

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

SUBJECT: Conceptual plan for Louise Hays Park and Lehmann and Monroe Park improvements

FOR AGENDA OF: Sep. 24, 2013 **DATE SUBMITTED:** Sep. 19, 2013

SUBMITTED BY: Todd Parton, **CLEARANCES:**
City Manager

EXHIBITS: None

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

City staff has been working with the consultant to finalize the conceptual plan for the improvements to Louise Hays Park and Lehmann and Monroe Park. The conceptual plan illustrates the proposed improvements to both parks and incorporates the river trail into the designs for each.

Conceptual plans for the improvements will be presented at the City Council meeting for review, discussion, and direction. Should the City Council accept and approve the conceptual park plan, city staff will proceed with design and construction.

The project schedule is as follows:

- Conceptual Plan – completed September 2013
- Construction Documents – completed December 2013
- Project Bidding – completed January 2014
- Project Award – completed February 2014
- Construction – commences March 2014 (12 month project)

RECOMMENDED ACTION

City staff recommends that the City Council provide specific direction on the conceptual park plan up to and including acceptance and approval.

Agenda Item:

7A. Budget and economic update. (staff)

City of Kerrville
Month ending August 31, 2013
 (Month 11 of FY13 Budget)

	Current Month	Year To-Date	% (91.67) to Budget	Prior Year To-Date
General Fund				
Total Revenues	\$1,232,255	\$20,436,150	97.74%	\$20,129,742
Sales tax	\$491,984	\$5,029,403	103.70%	\$4,684,220
Property tax	\$10,771	\$8,176,351	101.57%	\$8,160,812
Total Expenditures	\$2,018,316	\$18,932,293	88.61%	\$17,243,641

Water and Sewer Fund				
Total Revenues	\$905,831	\$8,350,685	92.52%	\$8,168,996
Water Sales	\$497,942	\$4,433,729	98.53%	\$4,180,335
(9,664 accounts serving 12,516 units - 9,794 installed meters - 264 inactive)				
Sewer Service	\$330,078	\$3,236,637	85.17%	\$3,316,811
(8,846 accounts serving 11,634 units)				
Expenditures	\$727,307	\$7,631,032	84.90%	\$9,204,663

Hotel/Motel:				
Revenues	\$98,641	\$859,641	102.95%	\$896,692
Expenditures	206,250	\$826,500	98.98%	\$875,000

Unemployment:		Consumer confidence:		
National	7.3	National	81.5	up 33% over 2012
Texas	6.5	Texas	88.5	up 18.2% over 2012
Local	5.6			(Sources: State Comptroller/WorkforceAlamo)

Housing:	
<i>Statewide</i>	
Building permits issued single family housing 20% over same period 2012	
Sales of existing single family house 26.1% over same period 2012	
Median sale price for existing single family was \$179,900 - 9.8% over same period 2012	
(Source: State Comptroller)	
<i>Local</i>	
YTD 2012 - # month supply of inventory was 8.6	<i>Permits Issued for New Residence</i>
YTD 2013 - # month supply of inventory was 7.1	Oct 2011 - August 2012 - 16
	Oct 2012 - August 2013 - 39
(Source: Texas Real Estate - Local Market Trends)	

Agenda Item:

8A. Appointments to the Zoning Board of Adjustment. (staff)

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

SUBJECT: Appointments to the Zoning Board of Adjustment

FOR AGENDA OF: September 24, 2013 **DATE SUBMITTED:** September 16, 2013

SUBMITTED BY: Brenda Craig *BC* **CLEARANCES:** Todd Parton
City Secretary City Manager

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

SUMMARY STATEMENT

Consider appointments to the following board:

Zoning Board of Adjustment: Two regular member positions, due to expire on September 30, 2013. One regular member position, due to expire on September 30, 2014, due to a resignation.

RECOMMENDED ACTION

Consider appointments.

ZONING BOARD OF ADJUSTMENT

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
ANDREW, GLENN CLARK Chairman 3553 La Cumbre Dr. Vice-Chair	895-0676 (H)	10-09-07* 10-28-08**	10-11-11	09-30-13
IRVIN, ROBERT Vice-Chairman 2128 Bluff Ridge	896-0586 (H) 315-2000 (O)	11-24-09	01-08-13	09-30-14
STILWELL, LINDA 415 Timber Ridge Dr.	329-6456 (C)	10-11-11* 01-10-12**		09-30-13
WALLER, BOB 33 Antelope Trail	792-6088 (H)	01-10-12* 01-08-13**		09-30-14
ZOHLEN, PAUL 384 Englewood	890-5854 (H) 281-474-5474 (C)	01-10-12* 01-08-13**		09-30-14
<u>ALTERNATES:</u>				
EYCHNER, JUDY 604 Cardinal Dr.	370-1587 (C) 257-5010 (O)	01-08-13		09-30-14
WHITE, ROBERT K. 402 Forest Ridge	896-6679 (H) 729-6679 (O)	01-08-13		09-30-14
CITY STAFF:				
Jason Lutz Senior Planner	258-1184 (O)			

- Qualifications: The board shall be composed of five members all of whom shall be residents and qualified voters of the city of Kerrville.
- Alternate Members: Two alternate members will be appointed who shall be qualified voters of the city to serve concurrent terms as the regular members. The alternate members will serve on the board in place of an absent member when requested to do so by the chairperson of the board so that all cases to be heard by the board shall always be heard by a minimum of four members.
- Powers and Duties: 1. The board shall hear and decide an appeal that alleges an error in any order, decision, or determination made by an administrative official of the city in the interpretation or enforcement of Chapter 211 of the Texas Local Government Code, as amended, or the zoning code.

2. The board shall grant, upon written request, variances from the height, yard, area, coverage, floor-to-area, and buffering regulations and required number of parking and loading spaces prescribed by the zoning code, which variances are not contrary to the public interest, and which, because of special conditions, a literal enforcement of the ordinance would result in unnecessary hardship.

Term of Office: Two years. The members shall be appointed by a majority vote of the members of the city council. No member or alternate member shall serve more than two consecutive full terms on the board without having at least one full year off of the board between terms.

Quorum: Four members

Number of Members: Five with two alternates

Meeting Time & Place: At the call of the chairperson and at such other times as the members of the board shall determine.

Absences: Cause for removal of a member of the board by the city council shall be deemed to exist if during any period of twelve consecutive months for any reason other than a medical reason which prevents the member's attendance, the member is absent from the greater of three called meetings of the board or 25 percent of the called meetings of the board.

Established by: Ordinance No. 1997-07

Revised: May 29, 2013

* Appointed as alternate

** Appointed as full member