

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, JUNE 24, 2014, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, JUNE 24, 2014, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Kristin Mudry, Kerr County Greeters.

PLEDGE OF ALLEGIANCE TO THE FLAG

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. RECOGNITIONS AND PRESENTATIONS:

2A. Recognition of Appreciation to LuAnn Anderson and Jackie Kayne for the Kerrville Festival of the Arts Event. (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 regular city council meeting held May 27, 2014.

3B. Professional services agreement with Peter Lewis Architect and Associates, PLLC for design of the support facility for Playhouse 2000 in an amount not to exceed \$77,650.00. (staff)

3C. Construction contract and change order #1 with Nelson Lewis, Inc. for the construction of the Riverhills/Ridgewood transmission main -- phase 2 project in the amount of \$1,933,782.00 and execution of additional change orders which may exceed \$50,000.00 but not to exceed a total contract amount of \$2,033,782.00. (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, June 19, 2014 at 10:30 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. Lease agreement between Grand Lodge of Hermann Sons and City of Kerrville.
(staff)

END OF CONSENT AGENDA

4. ORDINANCE, SECOND AND FINAL READING:

4A. Ordinance No. 2014-12, repealing Ordinance No. 2012-13 and creating a new "Planned Development District" for an approximate 4.241 acres consisting of Tracts I and II, Texas National Guard Armory Board in the Samuel Wallace Survey No. 113, Abstract No. 761, within the City of Kerrville, Kerr County Texas, and more commonly known as 411 Meadowview Lane; adopting a concept plan and conditions related to the development of said district; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; and ordering publication. (staff)

5. ORDINANCE, FIRST READING:

5A. Ordinance No. 2014-13, amending the budget for fiscal year 2014 allocating funds for capital improvement projects involving city facility improvement and building projects, for the purchase of a vehicle to be used for utilities, and for costs associated with seeking permits for the landfill. (staff)

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Amendment to the fiscal year 2014 airport budget to transfer \$100,000 from the airport reserve fund to pay a consulting firm to assess the city and county owned buildings leased by Mooney International as requested by the Kerrville-Kerr County Joint Airport Board. (Bruce McKenzie, airport manager)

6B. Roof and building repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently house the Mooney International Corporation.
(staff)

6C. Construction contract with JM Lowe and Company for the park improvements to Louise Hays Park and Lehmann-Monroe Park in the amount of \$1,362,520.00 and authorize execution of change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$1,430,646.00. (staff)

6D. Ratification of a challenge petition filed with the Kerr Central Appraisal District's Appraisal Review Board and/or take other appropriate action regarding the setting of property values within the city by the Kerr Central Appraisal District pursuant to the Texas Tax Code. (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, June 19, 2014 at 10:30 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

6E. Kerr Economic Development Corporation fiscal year 2015 funding request in the amount of \$16,250.00. (staff)

7. INFORMATION AND DISCUSSION:

7A. Budget update. (staff)

8. ITEMS FOR FUTURE AGENDAS

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

10. EXECUTIVE SESSION:

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

Sections 551.071 and 551.072:

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

- River trail.

Section 551.087:

6B. Repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently house the Mooney International, Corporation.

11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

12. ADJOURNMENT.

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1117 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, June 19, 2014 at 10:30 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. Recognition of Appreciation to LuAnn Anderson and Jackie Kayne for the Kerrville Festival of the Arts Event. (Mayor Pratt)

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

SUBJECT: Recognition of Appreciation to LuAnn Anderson and Jackie Kayne for the *Kerrville Festival of the Arts* event

FOR AGENDA OF: June 24, 2014 **DATE SUBMITTED:** June 17, 2014

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

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The *Kerrville Festival of the Arts* event was held May 24-25, 2014 in historic downtown Kerrville in the 700-800 blocks of Water Street from 10am-6pm each day. This event stemmed from the announcement that the Official Texas State Arts and Crafts Fair would not be held Memorial Day weekend in Kerrville. In an effort to keep a major arts event in Kerrville on Memorial Day weekend, the City of Kerrville, Kerr County Market Association and the Historic Downtown Business Alliance (HDBA) partnered to host an event in downtown Kerrville.

As the event developed, LuAnn Anderson and Jackie Kayne of the Kerr County Market Association expertly took the lead and dedicated many hours planning, organizing, and executing the event with the City and HDBA providing minor support. The event was a juried fine art show with 75+ artists participating. An estimated 4,000-4,500 were in attendance of this successful event in spite of the rain. The majority of downtown merchants were open and saw great traffic and business. Both the artists and downtown merchants have overwhelmingly requested that this annual event stay downtown in lieu of moving to Louise Hays Park as originally planned.

The City of Kerrville would like to extend a sincere appreciation to Ms. Anderson and Ms. Kayne for their instrumental involvement in making the *Kerrville Festival of the Arts* such a great success.

RECOMMENDED ACTION

Staff recommends a special recognition of LuAnn Anderson and Jackie Kayne for the *Kerrville Festival of the Arts* event.

Agenda Item:

3A. Minutes of the regular city council meeting held May 27, 2014.

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
MAY 27, 2014

On May 27, 2014, 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 City Secretary Brenda Craig, followed by the Pledge of Allegiance led by Police Chief John Young.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Carson Conklin	Mayor Pro Tem
Stacie Keeble	Councilmember
Gary F. Stork	Councilmember

COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
------------	---------------

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
Jason Lutz	City Planner
John Young	Police Chief
Dieter Werner	City Engineer

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

1. VISITORS/CITIZENS FORUM:

1A. Vickie Love, owner of Sunrise Antique Mall, stated appreciation for the city's involvement and support of the Kerrville Festival of the Arts event held May 24-26; it was an awesome event with good attendance and benefited downtown merchants and visitors.

2. RECOGNITIONS AND PRESENTATIONS:

2A. Resolutions of commendation to members of the Charter Review Commission: Glenn C. Andrew; Harvey Brinkman; Joe R. Herring, Jr.; John Mosty; Bruce Motheral; Thomas M. Myers; and Eugene C. Smith.

2B. Presentation of the Texas Department of Transportation Impaired Driving Mobilization (IDM) grant; Chief Young noted the \$3,000 grant would be used for traffic safety and to purchase enforcement equipment.

3. CONSENT AGENDA:

Mr. Stork moved to approve consent agenda items 3A and 3B; Mr. Conklin

seconded the motion, and it passed 4-0:

3A. Construction contract with C&M Precast Concrete Company for the structural renovation to the Kerr Regional History Center in the amount of \$167,641.40 and additional change orders as necessary not to exceed a total contract amount of \$184,405.00.

3B. License agreement with Kerrville's 4th on the River for the 2014 July 4th celebration.

END OF CONSENT AGENDA

4. PUBLIC HEARINGS:

4A. Voluntary annexation and recommendation for a zoning classification of R-1 (single family residential district) for 308.841 acres tract of land out of the Florentine Lara Survey No. 123, Abstract No. 225, M.K. and T.E.R.R. Survey No. 1861, Abstract 1242, and the J.D. Leavell Survey No. 1862, Abstract No. 1435 within Kerr County, Texas, and consisting of a residential subdivision to be known as The Heights of Kerrville and located west of Harper Road (FM 783) and between its intersection with Holdsworth Drive and Interstate 10; and ordering the preparation of an annexation ordinance.

Mr. Lutz noted The Heights was a 57 lot subdivision served by city water and permitted for septic systems. The development agreement specified single family residential zoning for the entire property and required voluntary annexation when the first building permit was issued, and two permits were recently issued.

Mayor Pratt declared the public hearing open at 6:13 p.m.; the following person spoke:

1. Edward Aldous opined that the Planning and Zoning Commission (PZC) meeting held May 22 was in violation of the open meetings act as the notice mailed by the city to neighboring property owners stated the meeting would be at 6:00 p.m. and people were at city hall for that meeting; however, the meeting was actually held at 4:30 p.m. without notifying anyone that the time had changed. Mr. Aldous questioned how drainage from the subdivision would be addressed, and he noted that stormwater was not draining to the drainage structure at Coronado and Mountain Laurel, but was going through his property.

No one else spoke and the public hearing was closed at 6:16 p.m.

Mr. Lutz confirmed that the notice stated the incorrect time. A public hearing was rescheduled before PZC to discuss the zoning classification for the property; however, zoning was already prescribed in the development agreement. He noted the plat was approved in 2008 and some runoff would continue along the same path as it currently traveled down the side of the hill.

Mr. Werner noted The Heights subdivision was approved with dedicated drainage easements and the construction of two stormwater detention ponds, not to reduce the amount of runoff, but designed with capacity to retain additional runoff from the subdivision in order to keep the rate of runoff to the pre-existing condition.

The council also discussed the following:

- The issue of drainage had nothing to do with the proposed annexation.
- The subdivision was developed according to rural subdivision standards, and the development agreement addressed platting and infrastructure.
- Drainage would have increased if more lots and homes were allowed.

1. Carolyn Lipscomb asked if the lots would be maintained at 57 as per the development agreement and would the owners be restricted from subdividing their lots? Mr. Lutz noted that any subdividing would have to be in accordance with the development agreement, but the subdivision was largely restricted by the minimum five acre requirement for each septic system.

Mr. Hayes noted that any restriction on property would be a private matter between the current and future owners; however, future platting would have to go through the city's process and meet city ordinances.

Council noted that replatting and drainage were not issues for annexation. The owner had met the city's drainage requirements during construction, and any subdividing of a residential subdivision would require a public hearing process and notification of neighboring property owners.

4B. Resolution No. 14-2014 repealing Resolution No. 104-2008; granting a conditional use permit for an approximate 0.43 acres tract of land, being Lot 1-R of Block 17, J.A Tivy Addition, within the City of Kerrville, Kerr County, Texas, otherwise known as 1321 Broadway, and located within the C-17 (central city) district; by permitting said property to be used for a vehicle maintenance and repair facility; and making said permit subject to certain conditions and restrictions.

Mr. Lutz noted a CUP was granted in 2008 approving a site plan that specified a 15 foot side setback; however, the building was constructed with 10 foot side setback. The current owner wanted to expand the business and extend an existing wall, which would require an amendment to the CUP approved in 2008 and a new site plan adopted. No one spoke in protest at the public hearing held by PZC, and PZC voted 5-0 to recommend approval of the site plan.

Mayor Pratt declared the public hearing open at 6:26 p.m.; no one spoke and the public hearing was closed at 6:26 p.m.

Mr. Conklin moved for approval of Resolution No. 14-2014; Mr. Stork seconded the motion and it passed 4-0.

5. ORDINANCE, SECOND AND FINAL READING:

5A. Ordinance No. 2014-09 amending Article 10-IV-1 of the City of Kerrville Subdivision Ordinance, known as the city's "Subdivision Regulations," by amending Section 10-IV-1(B)(2) of the ordinance to exempt land owned, controlled, administered, or under the jurisdiction of a federal agency from plat requirements; containing a cumulative clause; containing a savings and

severability clause; providing for an effective date; ordering publication; and providing other matters related thereto. Mayor Pratt read the ordinance by title.

Mr. Lutz noted no changes since first reading.

Mr. Conklin moved to approve Ordinance No. 2014-09 on first reading; Ms. Keeble seconded the motion and it passed 4-0.

6. ORDINANCE, FIRST READING:

6A. Ordinance No. 2014-10 declaring the adoption of voter-approved amendments to the City of Kerrville, Texas, Charter in accordance with the adoption of Propositions Nos. 1 through 8 at the Special Election held on May 10, 2014; adopting the Charter, as amended; providing a cumulative clause; containing a savings and severability clause; providing an effective date; and providing other matters related to this subject. Mayor Pratt read the ordinance title.

Mr. Hayes noted that pursuant to Section 14.07 of the City Charter, the charter should undergo a review every five years. A charter review commission was appointed and issued its report in September 2013, and city council placed 8 amendments to the voters at the May 10 election, and all 8 amendments passed. Ordinance No. 2014-10 effectuated those amendments; he recommended approval.

Mr. Conklin moved to approve Ordinance No. 2014-10 on first reading; Mr. Stork seconded the motion and it passed 4-0.

7. CONSIDERATION AND POSSIBLE ACTION:

7A. Receive a staff update on the status of repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently houses the Mooney International, Corporation and provide direction to city staff as necessary.

Mr. Parton noted that six city and county owned facilities occupied by Mooney International (MI) at the airport needed repair, especially the roofs. The airport board was in the process of negotiating with a consultant to evaluate the condition of the buildings and roofs and to prepare a request for proposal (RFP) to repair the buildings. The airport board will then request the city and county amend the airport budget to fund the cost of the consultant, estimated at \$100,000, with the intent of requesting the city and county reimburse the airport budget, as well as provide funding for the repairs not to exceed \$500,000 each. The scope of services for the consultant would include project management through completion. Mooney would like the repairs made as expeditiously as possible and a quality finished product with a 15-20 year guarantee.

Jonas Titas, executive director of the Kerrville Economic Development Corporation (KEDC), estimated the assessment would be complete in mid to late July and the consultant would recommend the type of repair for each structure, prepare an RFP, and oversee repairs. There were a lot of variables to be determined by the assessment and actual construction would probably not begin

until late summer. The recent storm resulted in significant damage to the buildings. Mooney could only operate at 25% capacity during rain in order to keep employees out of dangerous situations, and it also entailed a lot of wasted manhours for clean-up. He noted that the county attorney opined that the building repairs might not qualify as an emergency and the county may have to follow formal bidding procedures; however, it was his understanding that the county was committed to allocating funds to the project, but no time frame was confirmed. He noted that KEDC had worked through a prospectus and several scenarios to determine what economic incentives MI could be eligible for, such as city 4B sales tax and state programs; however, based on a variety of reasons and MI's desire to speed up their reopening, MI was not eligible for such programs as the policy adopted did not allow businesses to apply retroactively. Under the 4B policy previously adopted, a business cannot qualify for 4B funds for items done in the past. KEDC then received MI's request for roof upgrades, which initiated the current request.

Mayor Pratt stated that the city and county each had a different perspective on its responsibility for meeting financial obligations concerning their customers' needs, what constituted an emergency, what was important in the realm of economic development, and proper maintenance of taxpayers' property. Therefore, he requested the city council go into executive session under consultation with city attorney and economic development matters to discuss requesting a special meeting with the county commissioners to discuss entering into negotiations with the county to assume their portion of ownership of the airport, which would enable the county to then place greater emphasis on their other assets.

Ms. Keeble noted the county was taking due diligence to research and represent their taxpayers, and commissioners said they would fund their share of the cost. At the last meeting the city council voted to give \$500,000 to the project without any economic development research on the Mooney project, and now wanted to discuss taking over the county's obligation and pay another \$500,000. She did not understand the city's need to rush into the project as KEDC was still in the process of evaluating the economic impact. The aerospace industry had failed before and it may fail again.

The following points were also discussed by city council:

- The airport was a significant part of economic development and the economic impact of MI was well worth the cost of repairing the buildings. MI currently had 76 employees and proposed to have 165 employees by the end of 2014.
- MI was the tenant in city/county owned buildings that were in dire need of repairs. The deterioration of the buildings occurred over many years and was ignored by the city and county. Whether Mooney, or another tenant, occupied the buildings, they still belonged to the city and county and the city and county had an obligation to maintain their assets.
- The city would not allow its buildings to go unfixed and have employees working in unsafe situations, and the city should not expect such of a tenant.
- The former Mooney Corporation (MC) was required to maintain the buildings in

the past and it did not, and the city and county did not enforce that requirement.

- MI was not the same company as MC; MI was completely new ownership and company name.
- MI moved into the facility knowing the problems, and now MI wanted the city and county to fix the buildings and the amount kept increasing. The city and county should have fixed the buildings before MI moved in.
- MI already invested over \$1 million into the city/county owned buildings and were concerned they were putting money and capital equipment into property that they did not own or have a lease. Without a lease, MI could relocate at any time, and other cities were vying for MI.
- The buildings were originally used by the air force for training in the 1940-50 era and the city and county inherited the buildings free.
- The ability to split the cost with the county was advantageous to both. The issue with the county was not a question of whether or not to fund the project, but where the funds would come from, the timing, and staying within state law. The city should work with the county to achieve a financing plan at the same time as the consultant was designing the scope and cost of the project so repairs could happen expeditiously.
- Compared to the 4B agreements that the city and EIC did for other businesses, \$500,000 to repair city/county owned buildings was not unreasonable.
- MI is the first time Kerrville has ever received international exposure and we need to show that we are pro-business; need to show Mooney that they are a valuable part of the community and the community was behind them.
- The community and KEDC were working to encourage businesses to come to Kerrville. The proposed 380 agreement (Item 7C) listed aviation and light manufacturing as one of the top three targeted industries.
- Would not turn down the opportunity to discuss issues with the county or their role in the airport.

1. Ruth Spradling asked: 1) if Mooney knew the condition of the buildings before they moved in, and 2) what were they told. Mayor Pratt noted 1) yes, and 2) MI spent over \$1 million of their funds to remodel the city/county owned buildings to make a more pleasant environment for their employees to work in.

The consensus of the council was to get advice from the city attorney in executive session at the end of the regular meeting.

7B. Resolution No. 12-2014 repealing Resolution No. 94-133 and reconstituting the City of Kerrville Main Street Advisory Board (MSAB); providing for its membership, terms of office, organization and structure.

Ms. Boyle noted the proposed resolution would amend Resolution 94-133 that created the original MSAB to more accurately reflect the current program and to decrease the number of members from 9 to 7 so the board could operate more efficiently.

Mr. Stork moved for approval of Resolution No. 12-2014; Mr. Conklin seconded the motion and it passed 4-0.

7C. Resolution No. 13-2014 adopting the City of Kerrville Chapter 380 economic development program.

Jonas Titas, executive director of the Kerrville Economic Development Corporation (KEDC), noted the resolution would codify policies and procedures for 380 agreements and address items such as inventory, property tax abatement, and sales tax reimbursement; no funds were allocated to be paid under this type of agreement. Applications would be evaluated on a case-by-case basis. The 380 policy was similar to the 4B policies adopted last year. He reviewed the requirements to be met in order to be considered for tax incentives under this program: 1) \$200,000 investment in real and business personal property; 2) average hourly rate greater than the median income of wage-earners in the county; and 3) city council determination that the project would bring economic benefit to the city. The agreement may also consider cash flow, the types and number of jobs created, financial capacity of the applicant, and other incentive programs. He noted KEDC had voted unanimously to bring the policy to the council for approval and then back to KEDC for approval. He noted some minor changes had been made by city staff and attorney. There were no pending applications.

Council requested: 1) clarification in Section II whether all requirements had to be met or just one; and 2) the document go back to KEDC for final approval and be resubmitted to city council with KEDC's recommendation at the next meeting.

7D. Appointment of mayor pro tem. Postponed.

8. INFORMATION AND DISCUSSION:

8A Budget update. Ms. Yarbrough reported on city revenues and expenditures to date in the general fund, water and sewer fund, and hotel/motel fund; local unemployment was 4.3%; and 33 building permits were issued October-April for new residential construction.

The following person spoke:

1. Ruth Spradling requested figures on local residential sales and median sale prices. Ms. Yarbrough said she would try to get that information.

9. BOARD APPOINTMENTS:

9A. Appointments to the Kerrville-Kerr County Joint Airport Board. Mr. Conklin moved to reappoint Kirk Griffin, Roger "Corey" Walters, and William Wood, with terms to expire June 1, 2016. Mr. Stork seconded the motion and it passed 4-0.

9B. Appointment of councilmembers to city boards and commissions. Postponed.

10. ITEMS FOR FUTURE AGENDAS: None

11. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Due to recent rains the river flow increased from 6 cfs to 377 cfs.

- Shakespeare in the Park will be on June 6 and 7 at 8:00 p.m. on the grounds behind the Cailloux Theater.

12. EXECUTIVE SESSION:

Mr. Conklin moved for the city council to go into executive closed session under Sections 551.071, 551.072 and 551.073 of the Texas Government Code; motion was seconded by Mr. Stork and passed 4-0 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:

- River Trail.
- Repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently houses the Mooney International, Corporation.

At 7:16 p.m. the regular meeting recessed and council went into executive closed session at 7:20 p.m. At 8:16 p.m. the executive closed session recessed and council returned to open session at 8:17 p.m. The mayor announced that no action had been taken in executive session.

13. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION:

7A. Receive a staff update on the status of repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently houses the Mooney International, Corporation and provide direction to city staff as necessary.

Mr. Conklin moved to direct city staff to set up a joint meeting with county commissioners for the purpose of discussing capital improvements for the airport properties. Mr. Stork seconded the motion and it passed 4-0.

ADJOURNMENT. The meeting adjourned at 8:17 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

3B. Professional services agreement with Peter Lewis Architect and Associates, PLLC for design of the support facility for Playhouse 2000 in an amount not to exceed \$77,650.00. (staff)

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

SUBJECT: Authorization for the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect and Associates, PLLC for design of the support facility for Playhouse 2000 in an amount not to exceed \$77,650.00.

FOR AGENDA OF: June 24, 2014 **DATE SUBMITTED:** June 13, 2014

SUBMITTED BY: Dieter Werner, P.E.  **CLEARANCES:** Kristine Ondrias 
Director of Engineering Deputy City Manager

EXHIBITS: Professional Service Agreement

PAYMENT TO BE MADE TO: Peter Lewis
701 Main Street
Kerrville, Texas 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$77,650.00	\$750,000.00	\$750,000.00	E66

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Peter Lewis Architect and Associates will provide professional design services for the support facility to Playhouse 2000. The scope of the project consists of a 6,000 square foot building that will include a scene shop, costume shop, storage, office, green room, classroom w/dance floor, and restrooms. The structure will be a pre-engineered metal building with masonry exterior veneer. Funding for this project will consist of \$500,000.00 from 4b funds and \$250,000.00 for funds raised by Friends of Playhouse 2000. This project is projected to be completed by June of 2015.

RECOMMENDED ACTION

Authorize the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect and Associates, PLLC for design of the support facility for Playhouse 2000 in an amount not to exceed \$77,650.00.

Professional Services Agreement

Between

Peter Lewis Architect & Associates, PLLC and City of Kerrville

THIS AGREEMENT is made as of this ____ day of _____, 2014, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 701 Main Street, Kerrville, Texas, 78028, hereinafter referred to as "City", and Peter Lewis Architect & Associates, PLLC, with its offices at 334 West Water Street, Kerrville, Texas 78028, hereinafter referred to as "Architect", for the performance of professional Architectural services in consideration of the following terms, conditions, and agreements:

PART I. SERVICES

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

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

PART II. CITY'S RESPONSIBILITIES

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

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

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

PART III. WORK ORDER AMENDMENTS

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

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

PART IV. COMPENSATION

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

PART V. PAYMENTS

Architect will invoice City in accordance with the terms and conditions as set forth in **Exhibit A**. City agrees to promptly pay Architect at its office at 334 West Water Street, Kerrville, Texas 78028, a total contract amount up to Sixty-Eight Thousand Seven Hundred and Fifty (\$68,750.00) dollars. In addition, City will pay Architect for reimbursable expenses up to Eight Thousand Nine Hundred (\$8,900.00) dollars for the total contract amount not to exceed Seventy-Seven Thousand Six Hundred Fifty (\$77,650.00) dollars. In no event shall Architect’s failure to invoice constitute a default under the terms and conditions of this Agreement.

PART VI. INSURANCE

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

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

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

PART VII. TERMINATION

A. CONDITIONS OF TERMINATION

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

B. ACTIONS ON TERMINATION

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

C. COMPENSATION PAYABLE ON TERMINATION

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

PART VIII. INDEMNIFICATION

Architect covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS**, City and its elected officials, employees, officers, directors, and representatives, individually and collectively, from and against damages, liabilities or costs, including reasonable attorney fee and defense costs, to the extent caused by Architect's negligent performance of professional services under this Agreement and anyone for whom Architect legally or contractually is liable. The indemnity provided for in this section does not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT ARCHITECT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY**

AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

PART IX. MISCELLANEOUS

A. REUSE OF DOCUMENTS

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

B. OPINION OF COST

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

C. LATE PAYMENT

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

D. ATTORNEY'S FEES

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

E. PERIOD OF SERVICE

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

F. SUCCESSORS AND ASSIGNS

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

G. CONTROLLING LAW, VENUE

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

H. SEVERABILITY AND WAIVER

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

I. EXTENT OF AGREEMENT

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

J. AMENDMENTS

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

Executed on this ____ day of _____, 2014.

CITY OF KERRVILLE

PETER LEWIS ARCHITECT &
ASSOCIATES, PLLC

BY: _____
Todd Parton, City Manager

BY: _____
Peter Lewis, Architect

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Brenda G. Craig, City Secretary



PETER LEWIS
ARCHITECT + ASSOCIATES

EXHIBIT "A"

June 12, 2014

Kristine Ondrias, Deputy City Manager
City of Kerrville
701 Main Street
Kerrville, TX 78028

Dear Kristine:

Thank you for the opportunity to provide Professional Design Services in support of Playhouse 2000's proposed Scene/Costume Shop Building. Based upon our discussions to date, Preliminary Drawings (Item A, below) and Budget, we offer the following:

I. Project Scope

Design and construction of a 6,000 SF +/-, one story Scene and Costume Shop Building. The facility will include the following elements: Scene Shop, Costume Shop and Storage, Office, Green Room, Classroom w/ dance floor, Restrooms and general storage. The structure will be a Pre-Engineered Metal Building (PEMB) with metal roof and masonry and prefinished metal exterior veneer.

II. Professional Services

A. Schematic Design Services

1. Client Meetings
2. Site Plan
3. Building Plan (revised)
4. Exterior Elevations
5. Estimated Project Budget

B. Construction Document Services

1. Civil Engineering:
 - i. Site Grading/Drainage and Utilities
2. Architectural Systems
3. Structural Systems
4. Mechanical/Electrical Systems
 - i. Site Lighting
 - ii. Building Systems
 - iii. Fire Protection Performance Specifications
5. Project Specifications

C. Construction Contract Administration

1. Periodic Site Visits
2. Project Team Meetings
3. Submittal Processing and Review
4. Final Completion Punch List and Certificate of Substantial Completion

III. Fixed Fee Schedule

\$ 68,750.00

A. Schematic Design Services	\$ 6,000.00
B. Construction Document Services	\$ 51,300.00
C. Construction Contract Administration	\$ 11,450.00

PWL

IV. Reimbursable Expenses

Reimbursable Expenses are defined as follows and shall be invoiced at direct cost (invoice) plus fifteen percent (15%) for overhead:

- Reproduction of documents (Xerox copies and prints).
- Shipping and mailing expenses.
- Any other disbursements, application fees, etc. made on behalf of the Client
- Project mileage will be billed at current standard mileage rate

Estimated Reimbursable Expenses	\$ 2,500.00
ADA Review and Inspection: Ed Beasley (Est)	\$ 1,400.00
Geotechnical Engineering: Rock Engineering	\$ 3,500.00
Topographic Survey: MDS (Est)	\$ 1,500.00

V. Terms

Invoices for the Architect's services shall be submitted monthly and are due within twenty-one (21) days after the invoice date. All billings over thirty (30) days past due will be subject to interest charges of one percent (1%) per month on the unpaid balance.

If we are in agreement, please indicate so by signing and returning one copy of this letter and the accompanying Professional Services Agreement which will serve as Notice to Proceed with Item II(A) Schematic Design Services. In the meantime, if you have any questions or need additional information, please call me.

Very truly yours,



Peter W. Lewis, Architect
Principal

Accepted for City of Kerrville

Date

Peter W. Lewis Architect + Associates

6/12/2014

Playhouse 2000 Scene Shop
Professional Services Fee Proposal

Discipline	Consultant	SD	CD	CCA	Fee Totals	Est. Reimb.
Site						
Civil Engineer	Maxwell Engineering		6,000	1,500	7,500	250
Building						
Architect	Peter W. Lewis, Architect + Assoc.	6,000	25,500	5,000	36,500	1,500
Structural Engineer	Maxwell Engineering, Inc.		6,000	1,500	7,500	250
M/E/P Engineer	ESA		13,800	3,450	17,250	500
Total Site & Building		6,000	51,300	11,450	68,750	2,500
Geotechnical Survey	Rock Engineering MDS		3,000			3,000
ADA Review	Ed Beasley		1,500			1,500
			1,400			1,400
						8,400

Agenda Item:

3C. Construction contract and change order #1 with Nelson Lewis, Inc. for the construction of the Riverhills/Ridgewood transmission main -- phase 2 project in the amount of \$1,933,782.00 and execution of additional change orders which may exceed \$50,000.00 but not to exceed a total contract amount of \$2,033,782.00. (staff)

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

SUBJECT: City Council authorization for the City Manager to execute a construction contract and Change Order #1 with Nelson Lewis, Inc. for the construction of the Riverhills/Ridgewood Transmission Main – Phase 2 project in the amount of \$1,933,782.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000 but not to exceed the total amount of \$2,033,782.00.

FOR AGENDA OF: June 24, 2014 **DATE SUBMITTED:** June 13, 2014

SUBMITTED BY: Dieter Werner, P.E. **CLEARANCES:** Kristine Ondrias 
Director of Engineering Deputy City Manager

EXHIBITS: Bid Tabulation

AGENDA MAILED TO: Nelson Lewis, Inc.
PO Box 235
Marble Falls, TX 78654

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$2,033,782.00	\$2,181,409.88	\$3,325,000.00	W93

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

This project includes the construction of a 16" water transmission main to accommodate future higher flow rates from the expanded Riverhill Pump Station improvements. The dedicated 16" water main, with appropriate interconnections to the existing mains within the Stadium Pressure Plane, will increase the current flow capacities to the Riverhills elevated tank and improve system operating pressures within the entire Stadium Pressure Plane, and enhance the system's ability to maintain desired water levels in all existing water storage tanks. Phase 2 construction of the proposed water transmission main will involve installation of approximately 11,000 linear feet of 16" water transmission main from the existing water treatment plant on Thompson Drive, following a route along Thompson Drive to Francisco Lemos where it will connect to the 16" transmission main installed through Louise Hays Park along the south side of the Guadalupe River as part of Phase 1. Phase 2 construction will continue from the end of the Phase 1 installation by continuing south on Chapman Drive and ultimately crossing State Highway 173 to the south at the approximate location of the existing movie theater. The water main will then be routed to the existing Ridgewood/Riverhills elevated storage tank where it will tie in to existing infrastructure.

The project was bid with an alternate bidding option for the installation of a retaining wall and force main on Thompson Drive. The bids were opened on June 10, 2014 with one bid being received and opened. The sole bid received from Nelson Lewis, Inc. was over the engineer's estimate and City staff negotiated with Nelson Lewis, Inc. to reduce the cost of the contract to award the project within the budget limitations. The result of the negotiations are depicted in Change Order #1 reducing the contract to coincide with the engineer's estimate.

RECOMMENDED ACTION

The Director of Engineering recommends that Council authorize the City Manager to execute a construction contract and Change Order #1 with Nelson Lewis, Inc. for the construction of the Riverhills/Ridgewood Transmission Main – Phase 2 project in the amount of \$1,933,782.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000 but not to exceed the total amount of \$2,033,782.00.

Riverhill/Ridgewood Transmission Main - Phase 2

PW#11-024

Bid Opening: June 10, 2014

Item	Qty	Unit	Description	Nelson Lewis Construction	
				Unit Price	Total Amount
1	1	LS	For Mobilization and Demobilization described in the Contract Documents for the lump sum (Maximum 5% of total base bid amount) of:	\$92,000.00	\$92,000.00
2	1	LS	Design, install, maintain and remove the Storm Water Pollution Prevention Plan and structures, as required for construction of 16-inch transmission main, complete as specified and indicated in the plans.	\$75,000.00	\$75,000.00
3	1	LS	Design, install, maintain and remove the Traffic Control Plan and devices required to construct the 16-inch transmission main, complete as specified and indicated in the plans.	\$12,000.00	\$12,000.00
4	9,521	LF	For development, design, and implementation of a trench safety system as required by the Occupational Safety and Health Administration and the assumption of responsibility for said system, including all required trench safety for construction of 16-inch transmission main, complete as specified and indicated in the plans.	\$15.00	\$142,815.00
5	28,534	SY	Furnish, install and maintain hydromulch seeding for all disturbed areas required for construction of the 16-inch transmission main, complete as specified and shown in the plans.	\$1.00	\$28,534.00
6	5	EA	Utility Markers required for on 16-inch transmission main, complete as specified and indicated in the plans.	\$150.00	\$750.00
7	9,521	LF	Furnish and install by open cut, 16-inch diameter AWWA C905 PVC, DR-18 transmission main including excavation, bedding, backfill (including concrete encasement and CLSM), ductile iron fittings, tracer wire, joint restraints, thrust blocks, hydrostatic pressure testing, dewatering, roadway repair and all other appurtenant work not specifically included in other bid items, complete as specified and indicated in the plans.	\$100.00	\$952,100.00
8	21	LF	Furnish and install by open cut, 12-inch diameter AWWA C905 PVC, DR-18 transmission main including excavation, bedding, backfill (including concrete encasement and CLSM), ductile iron fittings, tracer wire, joint restraints, thrust blocks, hydrostatic pressure testing, dewatering, roadway repair and all other appurtenant work not specifically included in other bid items, complete as specified and indicated in the plans.	\$94.00	\$1,974.00

9	50	LF	Furnish and install by open cut, 6-inch diameter AWWA C905 PVC, DR-18 transmission main including excavation, bedding, backfill (including concrete encasement and CLSM), ductile iron fittings, tracer wire, joint restraints, thrust blocks, hydrostatic pressure testing, dewatering, roadway repair and all other appurtenant work not specifically included in other bid items, complete as specified and indicated in the plans.	\$50.00	\$2,500.00
10	319	LF	Furnish and install by bore, 30-inch diameter steel casing pipe with 16-inch AWWA C905 PVC, DR-18 restrained carrier pipe including spacers, end seals, pressure grouting, hydrostatic leakage testing, dewatering, tracer wire and all other appurtenant work complete as specified and indicated in the plans.	\$600.00	\$191,400.00
11	125	LF	Furnish and install by open cut, 30-inch diameter steel casing pipe with 16-inch AWWA C905 PVC, DR-18 restrained carrier pipe including spacers, end seals, pressure grouting, hydrostatic leakage testing, dewatering, tracer wire and all other appurtenant work complete as specified and indicated in the plans.	\$300.00	\$37,500.00
12	323	LF	Furnish and install by horizontal directional drilling (bore), 16-inch AWWA C905 PVC, DR-18 restrained carrier pipe including spacers, end seals, pressure grouting, hydrostatic leakage testing, dewatering, tracer wire and all other appurtenant work complete as specified and indicated in the plans.	\$350.00	\$113,050.00
13	1	LS	Furnish and install concrete valve vault at the Water Treatment Plant, including all valves, ductile iron fittings within the vault and other appurtenant work, complete as specified and indicated in the plans	\$75,000.00	\$75,000.00
14	4	EA	Furnish and install 16-inch diameter tie-ins to existing water lines, including tapping sleeves & valves, ductile iron fittings, coupling, dewatering, and other appurtenant work, complete as specified and indicated in the plans	\$7,500.00	\$30,000.00
15	2	EA	Furnish and install 12-inch diameter tie-ins to existing water lines, including tapping sleeves & valves, ductile iron fittings, coupling, dewatering, and other appurtenant work, complete as specified and indicated in the plans	\$10,000.00	\$20,000.00
16	2	EA	Furnish and install 6-inch diameter tie-ins to existing water lines, including tapping sleeves & valves, ductile iron fittings, coupling, dewatering, and other appurtenant work, complete as specified and indicated in the plans	\$5,000.00	\$10,000.00
17	16	EA	Furnish and install tracer wire test stations, including all appurtenant work, complete as specified and indicated in the plans.	\$200.00	\$3,200.00

18	10	EA	Furnish and install 16-inch gate valve, valve box, and all appurtenant work, complete as specified and indicated in the plans.	\$11,000.00	\$110,000.00
19	173	LF	Remove and replace existing 5-foot wide concrete sidewalk and all appurtenant work, complete as specified and indicated in the plans.	\$75.00	\$12,975.00
20	10,288	LF	Furnish all material, labor, equipment and appurtenances for disinfection of water mains, complete in place	\$0.50	\$5,144.00
21	7	EA	Furnish and install fire hydrant assembly, including mainline anchor tees and all appurtenant work, complete as specified and indicated in the plans.	\$7,000.00	\$49,000.00
22	7	EA	Furnish and install 2-inch combination air release valve and vault, including all other appurtenant work, complete as specified and indicated in the plans.	\$4,000.00	\$28,000.00
23	2,635	SY	Furnish and install slope protection, TxDOT Item 169: Class 1, Type D Erosion Control Mat and Channel Liner for disturbed areas, complete as specified and indicated in the plans	\$7.00	\$18,445.00
Base Bid Total					\$2,011,387.00

Agenda Item:

3D. Lease agreement between Grand Lodge of Hermann Sons and City of Kerrville. (staff)

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

SUBJECT: Approval of a Radio Antenna Tower Lease Agreement between the Grand Lodge of Hermann Sons and the City of Kerrville.

FOR AGENDA OF: June 24, 2014 **DATE SUBMITTED:** June 12, 2014

SUBMITTED BY: Robert Ojeda **CLEARANCES:**
Fire Chief

EXHIBITS: Copy of the Radio Antenna Tower Lease Agreement between the Grand Lodge of Hermann Sons and the City of Kerrville.

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

On October 1, 2014 the current two (2) year Radio Tower Lease Agreement between the Grand Lodge of Hermann Sons and the City of Kerrville expires. Submitted for Council approval is a new tower lease agreement with the Grand Lodge of Hermann Sons. In 2006, because of poor radio communications in that area of Kerr County and its effect on public safety responses, the Kerrville Fire Department received approval from the Hermann Sons Lodge to locate an antenna, radio repeater and associated equipment on their water tank and pump house. This equipment is located within the Hermann Sons Retirement Home property at 220 Altenheim in Comfort, Texas. There is no cost to the City and the Grand Lodge of Hermann Sons provides this tower access at no charge as their contribution to public safety.

RECOMMENDED ACTION

The Fire Chief recommends approval of the Radio Antenna Tower Lease Agreement between the Grand Lodge of Hermann Sons and the City of Kerrville to address the public safety radio communications of the area.

**LEASE AGREEMENT BETWEEN
GRAND LODGE OF HERMANN SONS
AND CITY OF KERRVILLE**

THE STATE OF TEXAS

COUNTY OF KERR

GRAND LODGE OF HERMANN SONS ("Lessor") and **THE CITY OF KERRVILLE, TEXAS** ("Lessee"), in consideration of the mutual consideration of the mutual covenants herein contained, agree as follows:

I. LEASED PREMISES

Lessor grants permission to Lessee to install and maintain communication equipment on Lessor's property and upon Lessor's water tank and pump house located thereon. Upon the terms and provisions hereinafter set out within this lease agreement ("Lease") and subject to the limitations hereinafter contained, Lessor hereby grants permission to Lessee to maintain the following equipment and antenna systems at Lessee's risk and expense on Lessor's property:

A. Water tank and pump house located within the Hermann Sons Retirement Home property at polar coordinates 29°56'44"North, 98°55'72"West, at Hermann Sons Retirement Home, 220 Altenheim, Comfort, Texas 78013. Lessor will consider and explore with Lessee other alternatives for installation of antenna, repeater, and associated equipment on said property in the event the water tank and/or pump house must be removed by Lessor.

B. Lessee has placed an approximate twenty-one foot (21') antenna on the uppermost ladder that is attached to the tank. Likewise, Lessee has attached the repeater and associated equipment to the outside wall of the pump house, near the base of the tank, in weather proof housing. Lessor shall continue to furnish and make available to Lessee 110v power, which Lessee has accessed, and will continue to access, through the wall to the breaker box inside the pump house.

II. LEASE TERM

A. Initial Lease Term: This Lease shall be for an initial term of two (2) years, commencing on October 1, 2014 and terminating as of September 30, 2016.

B. Lease Term Extension: The initial lease term as set forth in Paragraph II.A, above, may be extended for an additional term of two (2) years, but only if:

1. Lessee notifies Lessor in writing not less than ninety (90) days prior to the end of the initial lease term of Lessee's desire to extend this lease; and

2. Not later than sixty (60) days after Lessee has given Lessor the notice required by subparagraph II.B.1, above, Lessor and Lessee have agreed on such extended term.

C. Early Termination: Either party has the right to terminate this Lease for any cause or no cause at all, provided such termination will not become effective earlier than the 180th day after the party desiring to terminate gives the other party written notice of desire to terminate.

D. Termination on Default: In the event of breach of any covenant of either party, the non-breaching party has the right to terminate the Lease after the 30th day after written notice to the party in default provided that such breach still exists and provided that in the event of interference, Section VI hereof shall prevail.

E. Removal of Equipment Upon Termination: Lessee shall remove the Antenna System and all of its other facilities from Lessor's premises and account to Lessor for all amounts and obligations owing to Lessor not later than ninety (90) days after termination of Lease.

III. WAIVER OF RENTAL FEE

Lessor waives any monthly lease charge for use of the site and will absorb the cost of the electricity required by the repeater and related equipment, as a community service.

IV. RIGHT OF ACCESS

Lessor shall continue allowing Lessee access to, at Lessee's own risk and expense, the water tank, pump house, and to Lessor's premises for the purpose of maintaining and repairing the Antenna System, feed line, and electronic equipment; provided, however, Lessee's right of access is subject to such reasonable limitations as may be imposed by Lessor, consistent with the other uses to which the water tank and pump house are put from time to time and with proper operating practices. Lessee's right of access is further limited to Lessee's engineers, employees, or contractors and Federal Communications Commission inspectors or persons under Lessee's direct supervision.

V. INSTALLATION REQUIREMENTS

Lessee shall use its best efforts to maintain and operate Lessee's equipment in a manner which will not damage the water tank's structure or any other buildings or structures now or hereafter situated on Lessor's premises. Lessee further agrees that all such equipment will be maintained and operated in such a way to avoid interference with guy lines and other antennas on the premises and so as not to damage any other property of Lessor or others in, on, or about the water tank and Lessor's premises, and so as not to interfere with the use of the water tank by Lessor or others.

VI. INTERFERENCE

A. Prior Installation: Lessee warrants and agrees that its equipment is of a type and frequency that will not cause interference to other users of Lessor's water tank whose equipment and antennas were installed on Lessor's premises prior to the installation of Lessee's antenna and equipment. Lessee also agrees to make no changes in equipment and frequency without prior approval of Lessor. If, in the opinion of Lessor, Lessee's equipment causes any such interference, Lessor may notify Lessee, and Lessee shall take all necessary steps to correct and eliminate the interference within thirty (30) days. Lessor has the right to cancel this Lease and require Lessee to remove its equipment from the water tank and Lessor's premises if such interference cannot be eliminated in the time required herein.

B. Subsequent Installations: Lessor warrants and agrees that Lessor will not permit or suffer the installation and existence of any other improvement, including transmission or reception devices, upon the Lessor's premises and any adjoining real property owned or leased by Lessor, if such improvement interferes with transmission or reception by Lessee's communications facilities in any manner whatsoever. If, in the opinion of Lessee, equipment subsequently installed on Lessor's premises causes any such interference, Lessee may notify Lessor and Lessor shall take all necessary steps to correct and eliminate the interference within thirty (30) days.

VII. GENERAL MAINTENANCE RESPONSIBILITIES

During the term of this Lease and subject to Lessee's complying with its obligations and duties hereunder, Lessor agrees to maintain the water tank and appurtenant property, which includes painting and repairing said water tank and property at Lessor's cost. Lessee shall make and pay for any necessary maintenance of and repairs to Lessee's Antenna System and associated equipment.

VIII. FCC COMPLIANCE

Lessee shall take all necessary and reasonable actions to ensure that the operation and maintenance of Lessee's equipment conforms to all applicable rules and regulations of the Federal Communications Commission and any other agency or public authority having jurisdiction. Lessor assumes no responsibility for the licensing, operation, and/or maintenance of Lessee's equipment.

IX. TAXES AND LIENS

Lessor shall be responsible for payment of all applicable taxes or assessments against property owned by Lessor. Lessee, a Texas home rule municipality, warrants and represents that it is a tax-exempt entity which is not required to pay sales or property taxes. Lessee further agrees that Lessee shall not cause any lien or security interest to attach to the water tank or Lessor's premises on account of Lessee's property.

X. DAMAGE TO LESSEE'S EQUIPMENT

While Lessor agrees to use ordinary care with respect to Lessee's equipment, Lessor is not liable to Lessee for any damages to its equipment caused by force majeure, any other third party or by any circumstances reasonably beyond Lessor's control.

XI. INSURANCE

Lessee represents that it presently maintains in effect general liability insurance coverage with a combined single limit of \$1,000,000.00 per occurrence for personal injury and property damage. If during the term of this Lease Lessee determines to reduce the above coverage limits or to terminate such insurance coverage without replacing it with insurance coverage or a self-insured insurance fund which will provide substantially similar coverage, Lessee shall provide Lessor written notification of such reduction or termination in coverage not later than thirty (30) days prior to the effective date such reduction or termination. Lessor has the right to terminate this Lease by providing Lessee written notice not later than fifteen (15) days prior to date of termination if Lessee reduces or terminates its insurance coverage; provided however, such termination shall not be earlier than the effective date of said reduction or termination of coverage. Upon request, Lessee agrees to furnish Lessor with certificates of the insurance certifying that Lessee has the above-specified insurance.

XII. NOTICES

The respective addresses of Lessor and Lessee to which notices hereunder may be mailed or delivered and for all other purposes hereof are:

To Lessor: Kim Krueger
V.P. of Fraternal Grand Lodge of Hermann Sons
P.O. Box 1941
San Antonio, Texas 78297

To Lessee: City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028

With Copy to: Fire Chief
Kerrville Fire Department
701 Main Street
Kerrville, Texas 78028

Either party may change its address by giving written notice to the other party of such change.

XIII. GOVERNING LAW AND VENUE

This Lease is governed by and constructed in accordance with the laws and court decision of the State of Texas. The obligations of the parties to this Lease are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Kerr County, Texas.

XIV. COUNTERPARTS AUTHORIZED

This Lease may be executed in any number of counterparts, each of which may be deemed an original and constitute one and the same instrument.

XV. ENTIRE AGREEMENT

This Lease embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties which relate to matters herein.

XVI. BINDING EFFECT

The terms hereof extend to and are binding upon the respective successors and assigns of Lessor and Lessee, but Lessee may not assign its rights or obligations hereunder without the written consent of Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the _____ day of _____, 2014, in multiple originals.

GRAND LODGE OF HERMANN SONS

By _____
Kim Krueger, V.P. of Fraternal
Grand Lodge of Hermann Sons

CITY OF KERRVILLE, TEXAS

By _____
Todd Parton, City Manager

APPROVED AS TO FORM



Michael C. Hayes, City Attorney

ATTEST

Brenda Craig, City Clerk

Agenda Item:

4A. Ordinance No. 2014-12, repealing Ordinance No. 2012-13 and creating a new "Planned Development District" for an approximate 4.241 acres consisting of Tracts I and II, Texas National Guard Armory Board in the Samuel Wallace Survey No. 113, Abstract No. 761, within the City of Kerrville, Kerr County Texas, and more commonly known as 411 Meadowview Lane; adopting a concept plan and conditions related to the development of said district; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; and ordering publication. (staff)

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

SUBJECT: 2nd Ordinance Reading: Planned Development District – 2nd ordinance reading concerning a proposed Planned Development District for the former armory facility located at 411 Meadowview Lane, to allow the land uses of “Professional Offices & Public Assembly”.

FOR AGENDA OF: June 24, 2014 **DATE SUBMITTED:** June 13, 2014

SUBMITTED BY: Jason Lutz  **CLEARANCES:** Dieter Werner 

EXHIBITS: Location Map, Ordinance, and Site Plan

AGENDA MAILED TO: William Brown, 411 Meadowview Lane, Kerrville, Texas
78028

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

The applicant is seeking to repeal and replace an existing Planned Development District, which was approved by both the P&Z Commission and City Council in 2013. The current P.D.D. permits the land use of “Professional Offices” and the facility is home to the Hill Country Veteran’s Center.

The applicant is seeking to add the land use of “Public Assembly” in addition to the “Professional Offices” land use. “Public Assembly” is defined as: The use of a building or structure, or any portion thereof, for the gathering together of people for purposes such as civic, social or religious functions or for recreation, including, but not limited to, auditoriums, churches, dance halls, gymnasiums, motion picture theaters, museums, passenger depots, public assembly halls, recreation halls, stadiums or grandstands, and theaters for stage productions. This land use would enable the facility to be utilized for such gatherings as weddings, community garage sales, birthday parties, and graduation parties.

The City of Kerrville’s Comprehensive Plan calls for a future land use of Low-Density Residential. Therefore, an amendment to the Comprehensive Plan will need to be considered and approved by P&Z and City Council. This proposed amendment is scheduled to be heard by P&Z on June 19, 2014 and City Council on July 8, 2014.

The request for the land use of “Public Assembly” is a vital component of the P.D.D. as it

provides the VFW post with the ability to generate revenue to be utilized towards ongoing maintenance for the facility. It should be noted that this facility was utilized for similar events in the past, prior to it being annexed into the City, when it was utilized as the National Guard's armory.

The property is bounded to the north (across Meadowview Lane) by the R1(Single-Family Residential) zoning district, to the east, south, and west by the RC (a higher density Single-Family residential) zoning district. In addition the northeast property line is adjacent to a Church which utilizes the same land use of "public assembly".

Additional traffic is expected to be generated by this land use. However, such uses would generally be held on weekends and would most likely not be an everyday issue. Traffic would be directed to and from the facility down Meadowview Lane (40' wide pavement width) where it would either route down Memorial Blvd. (Primary Arterial Street) or East Main Street (Collector Street).

At the NW intersection of Meadowview Lane and E. Main Street is a multi-family zoning district (R3) with an apartment complex located in this area. Traffic has not been an issue to this point. Traffic concerns were raised by adjacent land owners at the Planning & Zoning public hearing, but no official protests were submitted.

Additional concerns that were raised by the public were screening requirements, trash, noise, security, alcohol on site, and off-street parking requirements. Adjacent land owners were concerned with guests parking on the street and blocking their driveways, trash being blown onto adjacent properties, and if the City would require security or ban alcohol sales. The site is not permitted for the sale of alcohol, but any desire by guests to bring in alcohol for private consumption and requirements for onsite security would be a private matter to be negotiated between the land owners and those seeking to use the property for functions and would not be regulated by this ordinance. As to the screening and trash issue the P.D.D. application and site plan do not provide for any screening requirements, although the zoning code would require Type B screening. Type B screening consists of a 6' privacy fence and 50' buffer area that would not be utilized for any buildings, parking spaces, or storage areas. A P.D.D. is a separate, stand-alone district designed to provide for the development of land for single or mixed uses in accordance with a plan that varies from the established regulations of the underlying zoning district while allowing specific desirable departures from the strict provisions of current zoning classifications. Any trash that may be generated through the use of the property would be handled via code enforcement just as any other property located in the City would be.

The Planning & Zoning Commission also had concerns with off-street parking. Currently there are 15 spaces provided on the property and the proposed land use would require an additional 100 spaces be provided. This P.D.D. application does not provide for any additional spaces to be provided before the use commences, but it is the intent of the land owners to provide this paved parking in the future with the funds generated from the "Public Assembly" land use. The intention of the land owner is to provide unpaved parking, in the interim, on the site as there are roughly 3 acres of available space to park vehicles. The

Planning & Zoning Commission discussed the possibility of setting a timeframe (1 year deadline) for the required parking to be provided but this could lead to code enforcement issues, fines, or the requirement to amend the P.D.D. in the future. The parking issue concerned the Commission and they would like to add language to the ordinance that would require the installation of the additional paved parking spaces should the property change hands via lease, sale, or other mechanism.

Ultimately the P&Z Commission approved the P.D.D. ordinance, by a vote of 5-0, on May 29th, with the recommendation that language be added to require the installation of the additional paved parking spaces should the property change hands via lease, sale, or other mechanism.

The Kerrville City Council approved the request and held the 1st ordinance reading, after a public hearing, at the June 10 meeting. No citizens spoke on the issue.

RECOMMENDED ACTION

1. Render a decision on the requested P.D.D. as outlined in the attached ordinance on the 2nd and final reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-12**

AN ORDINANCE REPEALING ORDINANCE NO. 2012-13 AND CREATING A NEW "PLANNED DEVELOPMENT DISTRICT" FOR AN APPROXIMATE 4.241 ACRES CONSISTING OF TRACTS I AND II, TEXAS NATIONAL GUARD ARMORY BOARD IN THE SAMUEL WALLACE SURVEY NO. 113, ABSTRACT NO. 761, WITHIN THE CITY OF KERRVILLE, KERR COUNTY TEXAS, AND MORE COMMONLY KNOWN AS 411 MEADOWVIEW LANE; ADOPTING A CONCEPT PLAN AND CONDITIONS RELATED TO THE DEVELOPMENT OF SAID DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING A PENALTY OR FINE NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND ORDERING PUBLICATION

WHEREAS, the City Council of the City of Kerrville ("City Council"), Texas, adopted Ordinance No. 2012-13, at its November 13, 2012, meeting; and

WHEREAS, Ordinance No. 2012-13 created a Planned Development District for zoning purposes for the Property defined below; and

WHEREAS, the owner of the Property seeks a zoning change to add additional uses to the Property; and

WHEREAS, City staff recommends that City Council repeal Ordinance No. 2012-13, hold a public hearing, and adopt an ordinance creating a new Planned Development District on the same property; and

WHEREAS, the City Planning and Zoning Commission and the City Council of the City of Kerrville, Texas, in compliance with the City Charter and the State law with reference to the creation of Planned Development Districts under Article 11-I-15 of the Zoning Code of the City of Kerrville, Texas, and amending the official zoning map adopted thereby, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings and affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the City Council finds that the health, safety, and general welfare will be best served by the creation of a Planned Development District for a Community Center development, subject to the special conditions and restrictions set out hereinafter on the property described in Section Two, below;

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

SECTION ONE. Ordinance No. 2012-13 is repealed.

SECTION TWO. The property described in **Exhibit A** (the “Property”), attached and incorporated herein by reference, is removed from both the R1 (residential) and RC (residential cluster) Zoning Districts and placed in a newly created “Planned Development District” for the development and use as “Professional Office” and “Public Assembly” as those terms are defined by Article 11-I-3 of the Zoning Code.

SECTION THREE. The Property may be developed and used for “Professional Office” and “Public Assembly”, subject to the following:

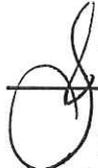
- A. Certificate of Occupancy: An appropriate Certificate of Occupancy must be obtained from the City prior to use of the Property or alternate actions taken in compliance with City law, to include its fire code.
- B. Concept Plan: The development of the Property must be in accordance with the Concept Plan found at **Exhibit A** which is attached hereto and incorporated herein by reference.
- C. Parking: The Property must provide a minimum of 15 parking spaces and the design must be in accordance with that shown on **Exhibits A**. All required parking must be constructed of asphalt or concrete and marked and sized in accordance with the City’s regulations.
- D. Signage: The location, size, type, and maximum area for each sign must be in accordance with the City’s sign regulations in existence at the time of permitting.
- E. Screening: Screening is not required.
- F. Trash and Other Solid Waste: Solid waste collection bins and dumpsters must be equipped with lids and screened with a gate with an opaque screen on one side and masonry or material similar to the building(s) constructed on the Property on the remaining three sides.
- G. Outdoor Storage and Display: The outdoor storage of any materials, supplies, inventory, and/or equipment, whether in cargo containers or similar containers or buildings, is prohibited, except those identified for household use.
- I. Development Regulations:
 - 1. All exterior lighting must be designed and installed to prevent glare or light from being emitted onto adjacent properties.
 - 2. Any future development of the Property is subject to the City’s Subdivision Regulations, which includes submittal and approval of a plat.
 - 3. Any proposed future parking or additional buildings must obtain a Development Site Plan from the City prior to construction.

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

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

SECTION SIX. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Chapter 1, Sec. 1-8, of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION SEVEN. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Clerk is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

 **PASSED AND APPROVED ON FIRST READING, this the 10th day of June, A.D., 2014.**

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ___ day of _____, A.D., 2014.

Jack Pratt, Jr., Mayor

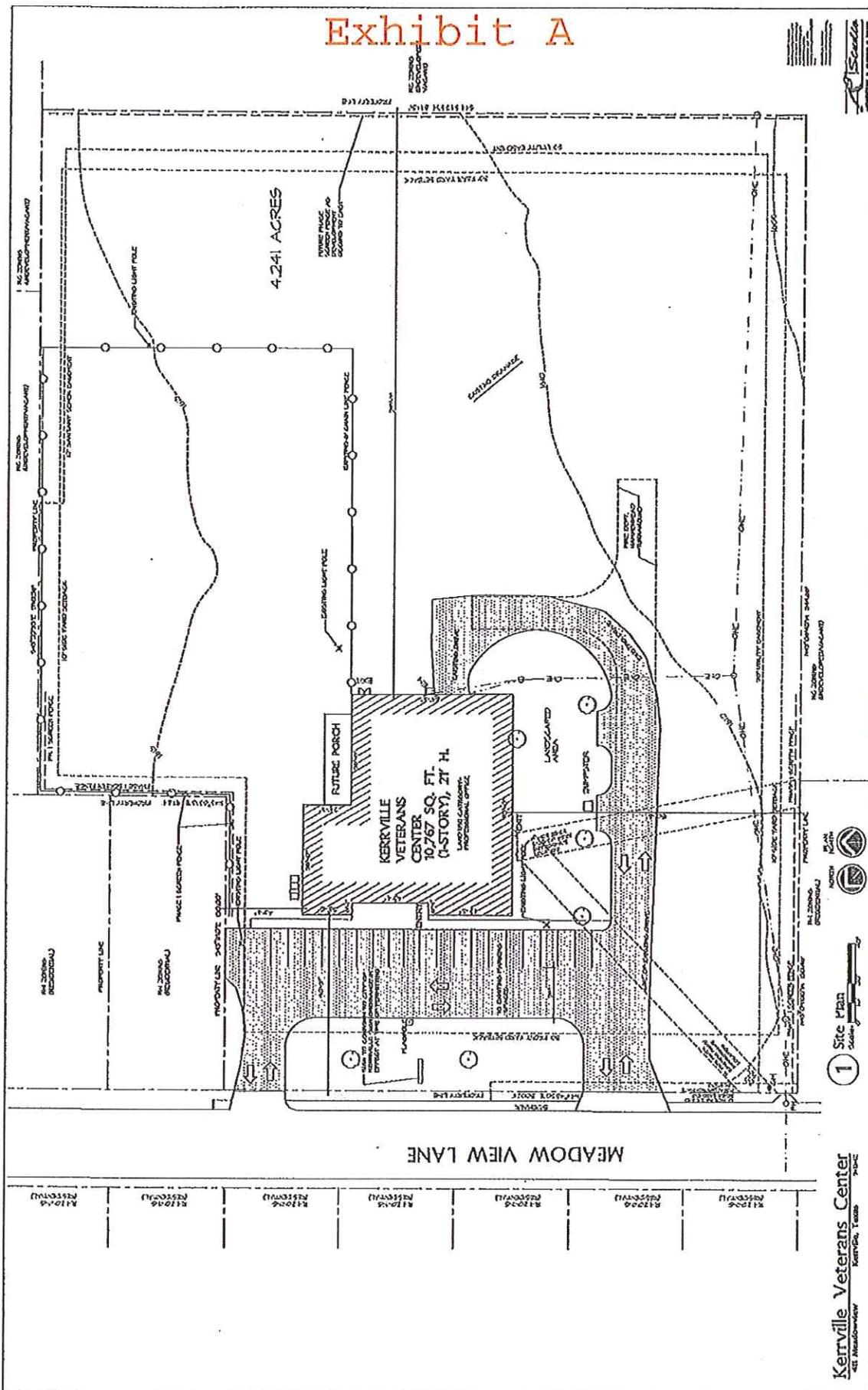
ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM


Michael C. Hayes, City Attorney

Exhibit A



P&Z Case #2014-020 Planned Development District Site Map



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.

0 100 200 400 Feet

1 inch = 200 feet



Agenda Item:

5A. Ordinance No. 2014-13, amending the budget for fiscal year 2014 allocating funds for capital improvement projects involving city facility improvement and building projects, for the purchase of a vehicle to be used for utilities, and for costs associated with seeking permits for the landfill. (staff)

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

SUBJECT: First reading of an ordinance amending the FY2014 Budget

FOR AGENDA OF: June 24, 2014 **DATE SUBMITTED:** June 12, 2014

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

EXHIBITS: Ordinance Amending FY2014 Budget
Attachment A – detailing changes

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The attached ordinance provides for the third amendment to the FY2014 budget, and includes budget amendments as per Attachment A.

RECOMMENDED ACTION

It is recommended that the City Council approve the first reading of an ordinance amending the FY2014 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-13**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2014
ALLOCATING FUNDS FOR CAPITAL IMPROVEMENT PROJECTS
INVOLVING CITY FACILITY IMPROVEMENT AND BUILDING
PROJECTS, FOR THE PURCHASE OF A VEHICLE TO BE USED FOR
UTILITIES, AND FOR COSTS ASSOCIATED WITH SEEKING PERMITS
FOR THE LANDFILL**

WHEREAS, Ordinance No. 2013-17, dated September 24, 2013, adopted the Fiscal Year 2014 Budget; and

WHEREAS, the City Manager proposes that City Council allocate funds to account for various upcoming capital improvement projects that will continue through the beginning of the next fiscal year, to allocate funds within the water and sewer funds to account for the ending and beginning of several capital improvement projects, to purchase a vehicle to be used by the Water and Wastewater Division, to fund costs associated with the City seeking an additional permit for its landfill; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that amending the City's Fiscal Year 2014 Budget is in the best interest of the citizens of the City of Kerrville;

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

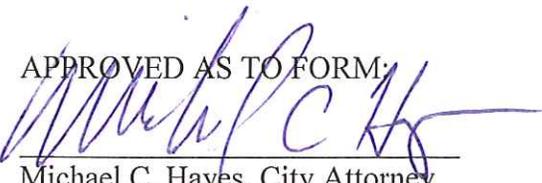
In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2014 is amended as set forth in **Attachment A**.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2014.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2014.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Attachment A - Budget Amendment - June 2014

Fund Name	Account Number	Adjustment description	Amount
General Fund	01-870-202	Repair roof and mechanical at Police department building	\$ (200,000.00)
General Fund	01-800-970	Repair roof and mechanical at Police department building	\$ 200,000.00
General CIP Fund	70-7001	Repair roof and mechanical at Police department building - Project #B12	\$ 200,000.00
		<i>Move funds to CIP Fund - job will not be completed by 9/30/14</i>	
General Fund	01-870-202	Repair roof and painting at City Garage	\$ (30,000.00)
General Fund	01-800-901	Repair roof and painting at City Garage	\$ 30,000.00
General CIP Fund	70-7001	Repair roof and painting at City Garage - Project #B13	\$ 30,000.00
		<i>Move funds to CIP Fund - job will not be completed by 9/30/14</i>	
General Fund	01-870-502	Building design - UTC/Purchasing building	\$ (37,000.00)
General Fund	01-800-971	Building design - UTC/Purchasing building	\$ 37,000.00
Water and Sewer Fund	02-890-502	Building design - UTC/Purchasing building	\$ (113,000.00)
Water and Sewer Fund	02-800-971	Building design - UTC/Purchasing building	\$ 113,000.00
W/S CIP Fund	71-7001	Building design - UTC/Purchasing building - Project #U04	\$ 37,000.00
W/S CIP Fund	71-7002	Building design - UTC/Purchasing building - Project #U04	\$ 113,000.00
		<i>Move funds to CIP Fund - job will not be completed by 9/30/14</i>	
Water and Sewer Fund	02-890-502	Wastewater building finish out	\$ (70,000.00)
Water and Sewer Fund	02-800-971	Wastewater building finish out	\$ 70,000.00
W/S CIP Fund	71-7002	Wastewater building finish out - Project #U05	\$ 70,000.00
		<i>Move funds to CIP Fund - job will not be completed by 9/30/14</i>	
W/S Asset Replac Fund	19-800-503	Camera truck for utilites	\$ 80,000.00
		<i>Use a portion of surplus balance in fund to increase line item in FY14 budget</i>	
Landfill Closure Fund	26-800-970	Landfill Permitting #B14	\$ 500,000.00
	70-7026	Landfill Permitting #B14	\$ 500,000.00
		<i>Direction from City Council at workshop 6/10/14</i>	

Agenda Item:

6A. Amendment to the fiscal year 2014 airport budget to transfer \$100,000 from the airport reserve fund to pay a consulting firm to assess the city and county owned buildings leased by Mooney International as requested by the Kerrville-Kerr County Joint Airport Board. (Bruce McKenzie, airport manager)

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

SUBJECT: Transfer of Funds from Airport Reserves

FOR AGENDA OF: June 24, 2014 **DATE SUBMITTED:** June 17, 2014

SUBMITTED BY: Bruce McKenzie **CLEARANCES:**
 Airport Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The Kerrville-Kerr County Joint Airport Board would like to request approval to transfer \$100,000.00 from the Airport Reserve Fund. This is to pay the Consulting Firm selected to assess the Mooney Roof situation.

RECOMMENDED ACTION

The Joint Airport Board would like to request approval by the Kerrville City Council to transfer the above mentioned funds.

Agenda Item:

6B. Roof and building repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently house the Mooney International Corporation. (staff)

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

SUBJECT: Receive a staff update on the status of repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently house the Mooney International, Corp. and provide direction to city staff as necessary

FOR AGENDA OF: June 24, 2014

DATE SUBMITTED: June 17, 2014

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City staff will provide an update to the City Council regarding the status of the roof repairs contemplated for the buildings at the Kerrville/Kerr County Municipal Airport that currently house the Mooney International, Corp. Staff's report will include the status of the Joint Airport Board's engineering services contract to evaluate the buildings and develop bid specifications.

City staff will also provide a status report on discussions with Kerr County and Mooney International.

RECOMMENDED ACTION

This item is intended as informational only and city staff has no recommendation at this time.

Agenda Item:

6C. Construction contract with JM Lowe and Company for the park improvements to Louise Hays Park and Lehmann-Monroe Park in the amount of \$1,362,520.00 and authorize execution of change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$1,430,646.00. (staff)

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

SUBJECT: Authorization for the City Manager to execute a construction contract with JM Lowe and Company for the park improvements to Louise Hays Park and Lehmann-Monroe Park in the amount of \$1,362,520.00 and authorize the City Manager to execute change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$1,430,646.00.

FOR AGENDA OF: June 24, 2014 **DATE SUBMITTED:** June 13, 2014

SUBMITTED BY: Dieter Werner, P.E.  **CLEARANCES:** Kristine Ondrias 
Director of Engineering Deputy City Manager

EXHIBITS: Bid Tabulation

PAYMENT TO BE MADE TO: JM Lowe and Company
720 Earl Garrett
Kerrville, Texas 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$1,430,646.00	\$1,785,282.73	\$2,000,000.00	B04

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

On August 13, 2013 Peter Lewis Architect and Associates was hired to generate bid and construction documents for work to construct new park improvements and renovations to some existing park structures. Park improvements include two new restrooms, group pavilion, pump house and plaza area. Renovations consist of improving the existing pavilion, well house and centennial stage. This project is funded by 4b sales tax and included in the authorization for funding is a 5% contingency. Bids for this project were received June 10, 2014 with JM Lowe and Company being the sole bidder. Contract time for this project is 180 days from the date of written notice to proceed with construction slated to begin in July and completion of the park improvements in January of 2015.

RECOMMENDED ACTION

Authorize the City Manager to execute a construction contract with JM Lowe and Company for the park improvements to Louise Hays Park and Lehmann-Monroe Park in the amount of \$1,362,520.00 and authorize the City Manager to execute change orders which may exceed \$50,000.00 but will not exceed the a total contract value of \$1,430,646.00.

Agenda Item:

6D. Ratification of a challenge petition filed with the Kerr Central Appraisal District's Appraisal Review Board and/or take other appropriate action regarding the setting of property values within the city by the Kerr Central Appraisal District pursuant to the Texas Tax Code. (staff)

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

SUBJECT: Ratification of a challenge petition filed with the Kerr Central Appraisal District's Appraisal Review Board and/or take other appropriate action regarding the setting of property values within the city by the Kerr Central Appraisal District pursuant to the Texas Tax Code

FOR AGENDA OF: June 24, 2014

DATE SUBMITTED: June 17, 2014

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: Challenge Petition

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

On Thursday, June 12, 2014, a challenge petition was filed with the Kerr Central Appraisal District's Appraisal Review Board (ARB) to challenge the market value that the Kerr Central Appraisal District (KCAD) placed on commercial properties within the city and particularly, commercial properties within the downtown area.

This challenge petition was filed pursuant to Section 41.03 of the Texas Tax Code. Taxing jurisdictions may challenge the level of appraisals of a category of property within the jurisdiction of the KCAD.

City staff filed this challenge petition administratively after several property owners appeared before the City Council at its regular meeting held on June 10, 2014. Property owners complained that KCAD's 2014 appraisal notices showed market values increasing significantly from 2013, in some cases by over 115%. The deadline for filing the challenge petition was June 13, 2014.

The purpose of the challenge petition is to ensure that property appraisals for commercial properties within the city limits accurately reflect existing market conditions and are applied fairly.

RECOMMENDED ACTION

City staff recommends that the City Council reaffirm the challenge petition and to direct city staff to appear before the ARB to represent the community.

**CITY OF KERRVILLE CHALLENGE PETITION PURSUANT TO
SECTION 41.03 TEXAS TAX CODE**

**TO THE HONORABLE MEMBERS OF THE KERR CENTRAL APPRAISAL
DISTRICT'S APPRAISAL REVIEW BOARD:**

Now comes the City of Kerrville, Texas, Petitioner ("City"), a home-rule municipality functioning as such under the laws of the State of Texas, and files this Challenge Petition with the Kerr Central Appraisal District's ("KCAD") Appraisal Review Board ("ARB") pursuant to Section 41.03 of the Texas Tax Code.

The City hereby challenges, within the time frame required by Section 41.04 of the Texas Tax Code, the "level of appraisals" of a category of property within the jurisdiction of KCAD. Specifically, the City challenges the market values that KCAD has placed on commercial properties within the City and particularly, commercial properties located within the downtown area. Several property owners within this area appeared before City Council at its regular meeting held on Tuesday, June 10, 2014, and complained that KCAD's 2014 appraisal notices showed market values that increased in some cases by over 115%.

Based upon the above, the City requests that the ARB schedule a hearing in accordance with Section 41.05 of the Texas Tax Code on this challenge at its earliest convenience.

Respectfully submitted,



Todd Parton
City Manager

Agenda Item:

6E. Kerr Economic Development Corporation fiscal year 2015 funding request in the amount of \$16,250.00. (staff)

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

SUBJECT: Kerr Economic Development Corporation FY2015 funding request in the amount of \$16,250

FOR AGENDA OF: June 24, 2014

DATE SUBMITTED: June 17, 2014

SUBMITTED BY: Jonas Titas
KEDC Executive Director

CLEARANCES: Todd Parton
City Manager

EXHIBITS: KEDC FY2015 Budget

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 Kerr Economic Development Corporation (KEDC) Board approved the FY2015 budget at their June 5, 2014 meeting. KEDC is requesting \$16,250 each from the City, County, and KPUB and \$166,250 from the Economic Improvement Corporation (EIC). The EIC funding request will be considered at their meeting of June 23, 2014. This brings KEDC's total income from stakeholders to \$215,000. The City's contribution for FY2014 was \$17,500.

Expenses for the adopted budget are \$242,100. This budget request represents a 5% decrease of our baseline funding levels to address a projected carryover of our operations budget from previous years.

RECOMMENDED ACTION

Consideration and approval of the KEDC FY2015 funding request of \$16,250.

Kerrville Economic Development Corporation
2014/2015 Budget Draft

	FY 12/13	FY 13/14	FY 14/15
Income			
City of Kerrville	14,500.00	17,500.00	16,250.00
EIC	127,000.00	60,000.00	166,250.00
Kerr County	14,500.00	17,500.00	16,250.00
KPUB	14,500.00	17,500.00	16,250.00
Other Income	-	-	-
Total Income	170,500.00	112,500.00	215,000.00
Expense			
Business Expenses			
Business Recruitment	15,000.00	11,000.00	6,000.00
Website	1,800.00	-	-
Marketing	17,500.00	3,000.00	3,000.00
Business Expenses - Other	20,250.00	28,000.00	25,000.00
Total Business Expenses	54,550.00	42,000.00	34,000.00
Contract Services	3,000.00	1,000.00	2,500.00
Accounting Fees	2,000.00	1,000.00	5,000.00
Legal Fees	5,000.00	2,000.00	7,500.00
Total Contract Services	10,000.00	4,000.00	15,000.00
Operations			
Supplies	1,500.00	3,500.00	1,500.00
Telephone, Internet	2,500.00	4,539.00	3,680.00
Office Lease	9,600.00	9,600.00	9,600.00
Dues & Subscriptions	2,497.00	2,000.00	3,500.00
Operations - Other	16,420.00	500.00	500.00
Total Operations	32,517.00	20,139.00	18,780.00
Other Types of Expenses			
Insurance - Liability, D and O	2,000.00	1,100.00	900.00
Total Other Types of Expenses	2,000.00	1,100.00	900.00
Payroll Expenses			
Health Insurance	7,656.00	7,200.00	7,500.00
Payroll Taxes	12,000.00	10,000.00	10,000.00
Salaries	109,160.00	104,800.00	113,120.00
Vehicle Allowance - Director	4,800.00	4,800.00	4,800.00
Payroll Expenses - Other	18,107.60	22,994.00	25,000.00
Total Payroll Expenses	151,723.60	149,794.00	160,420.00
Travel & Meetings			
Meals & Entertainment	5,000.00	5,000.00	3,000.00
Travel and Meetings - Other	18,500.00	15,000.00	17,500.00
Total Travel and Meetings	23,500.00	20,000.00	20,500.00
Total Expenses	269,290.60	235,033.00	242,100.00
Net Income:		-122,533.00	-27,100.00

Paid Off

Contingency & \$5k Uncat Expenses

No new computer in FY 14/15; Leah Chair
Add Leah Phone

Jonas \$84k; Leah \$29,120

Moved \$2,500 from Dues/Membership to Travel/Meetings

Projected Balance 10/2014 59,695.41
*Projected Balance 10/2015 32,595.41

*-Denotes 5% Decrease in Request from Baseline Funding Levels (\$175,000 - EIC; \$17,500 from Kerr Co, City & KPUB)

Agenda Item:

7A. Budget update. (staff)

City of Kerrville
Month ending May 31, 2014
 (Month 8 of FY14 Budget)

	Current Month	Year To-Date	% (66.67) to Budget	Prior Year To-Date
General Fund				
Total Revenues	\$1,286,459	\$17,116,568	77.87%	\$16,888,139
Property tax	\$45,043	\$8,076,846	96.44%	\$8,068,638
Sales tax	\$537,419	\$3,821,322	69.48%	\$3,634,466
Total Expenditures	\$1,928,850	\$12,523,404	57.95%	\$13,664,239

Water and Sewer Fund				
Total Revenues	\$824,758	\$6,388,183	60.92%	\$5,896,724
Water Sales	\$396,559	\$2,837,206	55.75%	\$3,105,873
Sewer Service	\$306,028	\$2,513,389	65.80%	\$2,312,272
Expenditures	\$685,034	\$4,897,300	49.11%	\$5,589,414

Hotel/Motel:				
Revenues	\$111,750	\$597,783	69.50%	\$562,281
Expenditures	\$212,250	\$665,293	77.45%	\$620,250

Unemployment: April 2014		Consumer confidence:		
National	6.3%	National	83.0%	up 1.6% over 2013
Texas	5.2%	Texas	128.5%	up 35.5% over 2013
Local	4.3%	(Sources: State Comptroller/WorkforceAlamo)		

Housing:				
<i>Local:</i>				
705 active residential listings; 53 residential sales May 2014				
\$10,342,625 total residential sales dollars for May 2014				
\$49,649,990 total residential sales dollars for Jan 1 through May 31, 2014				
(Source: Kerrville Board of Realtors)				
 <i>Permits Issued for New Residence</i>				
Oct - May 2013 - 25				
Oct - May 2014 - 40				