AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, FEBRUARY 25, 2014, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, FEBRUARY 25, 2014, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Lainie Johnson, Director of the Pregnancy Resource Center.

PLEDGE OF ALLEGIANCE TO THE FLAG: led by Police Officer of the Year Kristy Harris; EMS Person of the Year Roy Fausset; and Firefighter of the Year Kirk Scheel.

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. RECOGNITIONS:

2A. Presentation of Police Officer of the Year Award to Officer Kristy Harris – Police Commendation Award. (staff)

2B. Presentation of the 2014 EMS Person of the Year Award to Paramedic/Firefighter Roy Fausset. (staff)

2C. Presentation of the 2014 Firefighter of the Year Award to Firefighter/Paramedic Kirk Scheel. (staff)

2D. Resolution of Commendation to Diana K. Martin for serving on the Library Advisory Board. (Mayor Pratt)

2E. Proclamation proclaiming March 4, 2014 as IHOP's National Pancake Day and Shriners Hospitals for Children Day. (Mayor Pratt)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, February 21, 2014 at 3:00 p.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

2F. Proclamation proclaiming March 2014 as American Red Cross Month. (Mayor Pratt)

3. CONSENT AGENDA:

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

3A. Minutes of the city council special meeting held February 5, 2014, and regular meeting held February 11, 2014. (staff)

3B. Promissory Note, Security Agreement, and Loan Agreement between the Cailloux Foundation and the City of Kerrville in the amount of $1,279,881.00 for the purchase of a Sutphen SPH100 aerial platform firefighting ladder truck and associated equipment. (staff)

3C. Purchase of a Sutphen SPH 100 aerial platform firefighting ladder truck from Sutphen Corporation in the amount of $1,127,415.00 and associated equipment purchased from various vendors at a cost of $152,466.00; for a total cost of $1,279,881.00. (staff)

END OF CONSENT AGENDA

4. PUBLIC HEARING:

4A. Resolution No. 03-2014 granting a Conditional Use Permit for an approximate 1.03 acres tract of land consisting of Lots 21, 22, 23, and 24, Block G, of the B.F. Cage Addition, a subdivision of the City of Kerrville, Kerr County, Texas, otherwise known as 820 Sidney Baker Street (State Highway 16) and located within the N-21 Zoning District; by permitting said property to be used for Restaurant, General; and making said permit subject to certain conditions and restrictions. (staff)

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

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Brenda Craig

City Secretary, City of Kerrville, Texas

5. ORDINANCES, SECOND AND FINAL READING:

5A. Ordinance No. 2014-02, amending Chapter 6 "Advertising", Article II "Signs", of the City's Code of Ordinances to revise Sections 6-36 and 6-40 to authorize the use of political signs on City property being used as a polling place; amending Chapter 70 "Offenses and miscellaneous provisions" to add a new Article III "Electioneering at polling places" to provide regulations regarding the time, place, and manner of the use of such signs; containing a savings and severability clause; providing for penalties not to exceed $2,000.00; ordering publication; providing an effective date; and providing other matters related to the subject. (staff)

5B. Ordinance No. 2014-04 amending the budget for fiscal year 2014 to account for various changes to the City's operational budget. (staff)

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Contract for the sale of the former City Hall property at 800 Junction Highway. (staff)

7. INFORMATION AND DISCUSSION:

7A. Budget/economic update (staff)

8. APPOINTMENT TO BOARDS AND COMMISSIONS:

8A. Appointment to the Building Board of Adjustments and Appeals. (staff)

9. ITEMS FOR FUTURE AGENDAS

10. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

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

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Brenda Craig
City Secretary, City of Kerrville, Texas

11. EXECUTIVE SESSION:

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

- 800 Junction Highway, former city hall property
- Jefferson lift station
- River Trail.

12. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

13. ADJOURNMENT.

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

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Brenda Craig

City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Presentation of Police Officer of the Year Award to Officer Kristy Harris – Police Commendation Award. (staff)

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

SUBJECT: Presentation of Officer of the Year Award: Officer Kristy Harris - Police Commendation Award

FOR AGENDA OF: February 25, 2014 **DATE SUBMITTED**: February 17, 2014

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

EXHIBITS: Nomination Document

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Officer Kristy Harris is currently assigned to the Traffic Unit and has performed her duties in an exemplary manner. Since being assigned to the Traffic Unit in July 2013 Officer Harris has conducted numerous traffic accident investigations and has documented 300 traffic stops.

Officer Harris is a Field Training Officer, Special Operations Unit Negotiator, Intoxilizer Operator, Background Investigator and Citizen Police Academy Instructor. She has taken personal initiative, implementing Special Operations Negotiator training that has been instrumental in increasing the number of available negotiators. Officer Harris also performs recruiting duties, attending AACOG Police Academy Job Fairs as one of our representatives.

On September 25, 2013 Officer Harris was investigating a hit and run accident at Sidney Baker and Main Streets. While conducting the investigation the suspect vehicle drove back to the location. Officer Harris attempted to make contact; however the driver attempted to flee the location running a red light at the intersection and crashing into another vehicle. The suspect vehicle recklessly fled the scene. Officer Harris pursued the suspect vehicle which subsequently collided with several parked vehicles as it continued to elude Officer Harris. Additional officers assisted in the pursuit advising that the suspect on two separate occasions accelerated head on towards police vehicles causing officers to take evasive action to prevent a collision.

Officers lost sight of the vehicle but continued a search, locating the wrecked vehicle in a ditch in front of a private residence. Officer Harris and assisting officers set a perimeter and made contact with an occupant of the residence. Officer Harris was advised by the occupant that this was the suspect's residence and he was inside attempting to commit suicide. She was also advised the residence contained several guns and ammunition. Officer Harris began to negotiate with the suspect as the Special Operations Unit began clearing the residence. Special Operations Unit officers located the suspect who was critically injured from self-inflicted lacerations. The suspect was treated at the scene by KFD and transported to PRMC. Transitioning from an accident to a pursuit to a suicidal barricade scenario, Officer Harris' an outstanding diversity of skills.

RECOMMENDED ACTION

Officer Kristy Harris will be awarded the Kerrville Police Department Police Commendation Award for her selection as Police Officer of the Year.

City of Kerrville
Police Department
429 Sidney Baker
Kerrville, Texas
78028-5069

TO: Meritorious Conduct Board

FROM: Phil Engstrom, Patrol Lieutenant

DATE: January 3, 2014

SUBJECT: Officer of the Year Nomination for 2013

I, Lieutenant Phil Engstrom nominate Traffic Officer Kristy Harris for Officer of the Year based on the following criteria:

1. Overall performance for the year 2013 –

   Five year veteran Officer Kristy Harris was selected in July to a lateral transfer to the Traffic Division. Along with handling numerous traffic investigations, Officer Harris had 300 documented traffic stops.

   Officer Harris maintains an Intoxilizer Operator Certification, trains new officers as a Departmental Field Training Officer, is a lead Negotiator with the Special Operations Unit, and has performed numerous background investigations for the department's hiring process.

2. Extra police duties –

   Officer Harris is a Field Training Officer, a Special Operations Negotiator, an Intoxilizer Operator, a Background Investigator, and a Citizen's Police Academy Instructor.

   Officer Harris writes impeccable reports and performs detailed investigations. She is always eager and available to perform extra duties other than her patrol responsibilities. As Field Training Officer, this skill set is passed on to officers in training with thoroughness and attentiveness.

   Officer Harris has taken personal initiative by implementing Special Operations Negotiator training and maintaining Negotiator equipment without instruction.

She has also been instrumental in expanding the Negotiator Unit with dispatchers increasing the number to seven total negotiators.

Officer Harris has performed numerous quality backgrounds with some requiring out of town travel.

Officer Harris has performed recruiting duty at the Job Fair AACOG San Antonio.

3. Civic activities –

Officer Harris has instructed the Citizen's Police Academy covering Special Operations Negotiations.

4. Attendance record –

Officer Harris has not used any sick time this year and has had no unexcused tardiness.

5. Exemplary Performance

On September 25, 2013 at 1312 hours, Officer Harris was investigating a hit and run accident at Sidney Baker and Main Street. During the investigation, the suspect driver drove past on Main Street in his Lexus SUV. Officer Harris attempted to make contact verbally with him while out of her vehicle at the crash scene. The suspect observed Officer Harris and attempted to flee the area "T boning" another vehicle in the intersection after running a red light. The suspect then recklessly fled the scene in his vehicle.

Officer Harris pursued the vehicle and temporarily lost sight of the suspect. A pedestrian pointed out a direction of travel advising that the suspect vehicle had struck some parked cars as he sped through the area. Multiple officers assisted in the pursuit advising the suspect was without fear of police and at two separate instances accelerated head on towards police vehicles causing officers to take evasive action to prevent head-on collisions.

Officers again lost sight of the vehicle due to excessive speed by the suspect and shortly thereafter located the wrecked vehicle in a ditch. Officer Harris and others formed a perimeter on a residence and made contact with an occupant.

Officers learned from the occupant that the suspect was in the residence, (his residence) he had cut his own throat and was bleeding, and that there were several guns and ammunition in the residence.

Officer Harris then took on the role of a negotiator inside the residence with the Special Operations Tactical Unit. Officer Harris continued to negotiate up to the point that the tactical officers were able to slow clear the residence and locate

the suspect. The suspect was in critical condition having lost a considerable amount of blood making the end result a rescue instead of an arrest.

Having been involved in this pursuit/suicidal barricade scenario, I believe Officer Harris demonstrated a diversity of skills playing a major role in the success of this incident and the preservation of the suspect's life.

Respectfully submitted,

Phil Engstrom

Agenda Item:

2B. Presentation of the 2014 EMS Person of the Year Award to Paramedic/Firefighter Roy Fausset. (staff)

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Recognition and Presentation of the 2014 EMS Person of the Year Award to Paramedic/Firefighter Roy Fausset

FOR AGENDA OF: February 25, 2014 **DATE SUBMITTED**: February 14, 2014

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

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Paramedic/Firefighter Roy Fausset has been selected by his peers and his superiors to be the Kerrville Fire Department's EMS Person of the Year for 2014. He was selected for his almost eleven (11) years of service to the City of Kerrville and his proven record of dedication, his work ethic and his high level of EMS care to the Citizens of Kerrville and Kerr County.

Roy holds a Licensed Paramedic/Paramedic II Certification, the highest certification awarded by the Texas Department of State Health Services, and holds a certification of an EMS and Fire Instructor. He also holds an Intermediate Firefighter Certification with the Texas Commission on Fire Protection. These types of certifications are very difficult to acquire and maintain.

Roy obtained his Fire and EMS Instructor Certification on his own and is an EMS Instructor for our in-house Medical Continuing Education program, the Departments Paramedic Skills Training, as well as in Emergency Medical Technician Basic courses. His ability to teach others through his experience and knowledge is proving invaluable with new Kerrville Fire Department recruits, new EMT-Basics, our newly graduated Paramedics as well as our seasoned Paramedics. His leadership and mentoring of new Paramedics makes our EMS system one of the best in the state. Roy is an instructor for the Kerrville Fire Department's EMS Division that is well respected among his peers

for feedback and guidance and he takes time to help anyone who asks. He also serves as a member of our distinguished Water Operations Team. Roy has one of the best attitudes of any member of our Department, he is a pillar in the EMS field, a go to guy and a true asset to the Kerrville Fire Department.

Due to Paramedic/Firefighter Roy Fausset's continued excellence in service for the citizens of Kerrville and Kerr County and making them a better and safer place to live, work and play, it is my honor and pleasure to recommend that Paramedic/Firefighter Roy Fausset be recognized and receive an award for being the Kerrville Fire Department's EMS Person of the Year for 2014.

RECOMMENDED ACTION

That Paramedic/Firefighter Roy Fausset be recognized and awarded the Kerrville Fire Department's EMS Person of the Year Award for 2014 for his continued excellence in service for the citizens of Kerrville and Kerr County.

Agenda Item:

2C. Presentation of the 2014 Firefighter of the Year Award to Firefighter/Paramedic Kirk Scheel. (staff)

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Recognition and Presentation of the 2014 Firefighter of the Year Award to Firefighter/Paramedic Kirk Scheel

FOR AGENDA OF: February 25, 2013 **DATE SUBMITTED**: February 14, 2013

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

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Firefighter/Paramedic Kirk Scheel has been selected by his peers and his superiors to be the Kerrville Fire Department's Firefighter of the Year for 2014. He was selected for his more than seventeen (17) years of dedicated service, making him the most senior Firefighter/Paramedic in the Department.

Kirk certifications are too numerous to list but, he does hold a Licensed Paramedic/Paramedic II Certification, the highest certification awarded by the Department of State Health Services and is certified as a Master Firefighter, also the highest certification awarded by the Texas Commission on Fire Protection. These types of certifications are very difficult to acquire and maintain.

For seventeen (17) plus years, and to this day, Kirk continues to improve the Department through his leadership and innovation. Kirk is one of our most seasoned and experienced Firefighter/Paramedics and is a member of the Department's Water Operations Team and a Lead Tactical Medic with our Special Operations Unit that operates in conjunction with the Kerrville Police Department. He serves as the Department's Honor Guard Team Leader. Kirk is one of a few South Texas Regional Advisory Council (STRAC) Mobile Medical Unit Paramedic and is a well-respected Paramedic/Firefighter within our Department.

On and Off Duty, Kirk has tremendously improved the Honor Guard program and recently implemented a dress code change to the traditional regimental dress and is now working towards including pipes and drums in the Honor Guard. Kirk is constantly researching progressive techniques and training for the tactical medic environment. These fresh ideas, along with his dedication to the Honor Guard, the SOU team and as a Firefighter/Paramedic makes Kirk Scheel a true asset to the Kerrville Fire Department. His high level of dedication to this department is proven year after year.

Due to Firefighter/Paramedic Kirk Scheel's continued excellence in service for the citizens of Kerrville and Kerr County and making them a better and safer place to live, work and play, it is my honor and pleasure to recommend that Firefighter/Paramedic Kirk Scheel be recognized and receive an award for being the Kerrville Fire Department's Firefighter of the Year for 2014.

RECOMMENDED ACTION

That Firefighter/Paramedic Kirk Scheel be recognized and awarded the Kerrville Fire Department's Firefighter of the Year Award for 2014 for his continued excellence in service for the citizens of Kerrville and Kerr County.

Agenda Item:

2D. Resolution of Commendation to Diana K. Martin for serving on the Library Advisory Board. (Mayor Pratt)

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

RESOLUTION OF COMMENDATION

WHEREAS, **DIANA K. MARTIN** has served as a member of the Library Advisory Board with the date of service beginning March 10, 2009; and

WHEREAS, **DIANA K. MARTIN** has served faithfully and dutifully on said board;

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

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

PASSED AND APPROVED, this the 11th day of February, 2014.

ATTEST:

Brenda G. Craig, City Secretary

Jack Pratt, Jr., Mayor

Carson Conklin, Mayor Pro Tem

Gene Allen, Councilmember

Stacie Keeble, Councilmember

T. Justin MacDonald, Councilmember

Agenda Item:

2E. Proclamation proclaiming March 4, 2014 as IHOP's National Pancake Day and Shriners Hospitals for Children Day. (Mayor Pratt)

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

PROCLAMATION

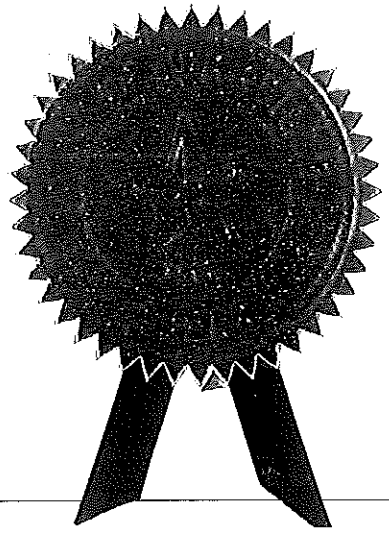
WHEREAS, Shriners Hospitals for Children is a national non-profit organization committed to giving children the opportunity to live a more normal life; and

WHEREAS, Shriners Hospitals for Children gives all children the opportunity to receive treatment for orthopedic problems, severe burns and spinal cord injuries and provides them with a head start in developing a normal life, regardless of the patients ability to pay, that is essential to becoming successful and contributing adults; and

WHEREAS, On March 4, 2014, Shriners Hospitals for Children and IHOP, will join together to encourage people to donate to Shriners Hospitals for Children activities,

NOW, THEREFORE, I, Jack Pratt, Jr., Mayor of the City of Kerrville, Texas, in recognition of this important event, do hereby proclaim March 4, 2014 as

IHOP'S NATIONAL PANCAKE DAY AND SHRINERS HOSPITALS FOR CHILDREN DAY



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed hereto, the _____ day of _____, 2014

_____
Jack Pratt, Jr., Mayor

Agenda Item:

2F. Proclamation proclaiming March 2014 as American Red Cross Month. (Mayor Pratt)

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

PROCLAMATION

WHEREAS, For more than 97 years, the American Red Cross of the Texas Hill Country has been the place where citizens join together and are always willing to take care of others in situations from home fires and windstorms to flooding and man-made disasters; and

WHEREAS, The Red Cross is dedicated to training our community in the life-saving skills of CPR, first aid and disaster preparedness; and

WHEREAS, The Red Cross is a volunteer-led organization that relies on the generosity of the American people,

NOW, THEREFORE, I, Jack Pratt, Jr., Mayor of the City of Kerrville, Texas, do urge all residents of Kerr County to volunteer their time and give generously to the American Red Cross and its local office, and do hereby proclaim March 2014; as

"AMERICAN RED CROSS MONTH"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the _____ day of _____, 2014

_____
Jack Pratt, Jr., Mayor

Agenda Item:

3A. Minutes of the city council special meeting held February 5, 2014, and regular meeting held February 11, 2014. (staff)

CITY COUNCIL MINUTES
BUDGET WORKSHOP

KERRVILLE, TEXAS
FEBRUARY 5, 2014

On February 5, 2014, the Kerrville City Council meeting was called to order by Mayor Pratt at 8:30 a.m. in the city hall upstairs conference room, 701 Main Street.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Carson Conklin	Mayor Pro Tem
Stacie Keeble	Councilmember

COUNCILMEMBERS ABSENT: None

Gene Allen	Councilmember
Justin MacDonald	Councilmember

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Robert Ojeda	Fire Chief
Kim Meismer	Director of General Operations
Mary Reyes	Administrative Assistant
Ashley Boyle	Special Projects Manager
John Young	Police Chief
Robert Ojeda	Fire Chief

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

DISCUSSION AND DIRECTION TO STAFF REGARDING PROPOSED FISCAL YEAR 2015 BUDGET

Council discussed the City Council Goals and amended the following:

4. Plan, maintain, and upgrade infrastructure to include roads, parks, trails, drainage facilities, and water and wastewater systems.
5. Promote well-coordinated growth of business, recreational, and cultural assets.
7. Engage in constructive relations and conduct ourselves in a professional manner with other governmental agencies mutually beneficial to the citizens of Kerrville.
8. Maintain fiscal sustainability.

The consensus of council was to instruct staff to make the modifications and place the Goals Statement on a future agenda. No changes were recommended for the Vision Statement or the Mission Statement.

Mr. Parton reviewed revenue and expenditures of all funds and noted the property tax revenue was at 83% and sales tax was at 33% of FY2014 budget as of January 31, 2014.

Mr. Parton noted the current contracts with the county would expire September 30, 2014; the city had been building the reserve fund and planning for fiscal sustainability without county participation or providing services into the county. In the event the county decided not to contract with the city for fire and EMS, the city could make up the one year shortfall of $750,000 in FY2015 from the reserve fund; thereafter, the city's annual budget would be fiscally sustainable without the county contracts or use of the reserve fund. This could be accomplished without cutting services in other departments and would keep fire/EMS at the same operational level with no reduction in staff. The FY2015 budget would require an additional cut of $.5 million, but that could be achieved through operational savings and increased longevity for equipment replacement by not having to respond in the county. The charge to the county was to recover operational cost; without the contract, the city would not have those costs. Council noted the county was in the process of writing their request for proposal for EMS but was behind the schedule they had proposed. Mr. Parton noted the city was in a position to extend services to the county for one year and may bid on the EMS contract; however, the income should be sufficient to cover the cost to provide the service. The city also had been providing first response fire service to the county for an area equal to the entire city. County discussions did not anticipate fire service from the city; however, the city could cut operational expenditures in the fire department because the service area would be half.

Mr. Parton reviewed core assumptions that would be used to prepare the budget:
-Maintain tax rate at $0.5625/$100.
-A 1% increase in property taxes due to anticipated growth.
-Maintains current level of services.
-A 1% increase in water and wastewater revenue due to anticipated growth; no increase in utility rates.
-A 3% increase in sales tax.
-Philosophy not drop below 15% in reserve; unless have a catastrophic event.
-Permitting activity: 45 new residential; 125 residential remodel; and 135 commercial remodel.
-Balance resources to achieve goals and objectives.
-Implement phase 2 of the compensation plan; phase one (public safety employees) was implemented in FY2014.
-Continue to set aside $.5 million in pay-as-you-go for capital improvements in the utility fund.
-No tax supported debt planned for FY2015.

The consensus of council was to approve the core assumptions as presented.

Council and staff also discussed the following:
-Reviewed the debt modeling schedule and debt capacity and noted the current total outstanding debt in the general fund was $17.6 million, including 4B tax supported debt; the FY2015 debt payment was $1,173,500.
-Approximately 32% of utility revenue paid for rate supported debt; FY2015 utility debt service payment was $3,235,731. Utility rates were sufficient to raise $13 million to fund major capital projects on pay-as-you-go basis through FY2019. The city had capacity to issue additional debt should critical items become necessary.
-Possibility of constructing effluent reuse ponds. Mr. Parton stated he would not recommend this project unless the rate charged for effluent would recover the cost to provide it, estimated at about $1.90 per 1,000 gallons; to be competitive, the cost of effluent should be about half the cost of potable water.
-The Freese & Nichols water and wastewater study should be presented to council soon; Mr. Parton recommended starting the design and permit stage now and begin the project when financing was available. Council recommended starting a similar plan for the landfill permit.
-Council reviewed the debt schedule and requested an overlay of the capital projects list with funding sources. Mr. Parton noted the economic improvement corporation was also reviewing their debt schedule and opportunity for leveraging long term debt for projects, e.g. quality of life, boardwalk, and utilities to Village West Industrial Park. Council requested a joint workshop with EIC.
-Target more funding toward street improvements; currently at 6 miles annually and would like to increase to 9-10 miles; would require additional $750,000 to add another crew and to purchase equipment and materiel; would have to double the current budget to get to 12 miles.
-Mr. Parton noted current staff was maximized out on workload; he would like to have more funding for beautify Kerrville efforts, i.e. clean out sidewalks, etc. Two crews were cut from the parks department several years ago and parks maintenance had been scaled back; completion of the river trail would put more demand on parks and police. Two positions were frozen in the police department to meet budget; he requested these positions be funded.
-What is the city's long range wastewater plan? Discussed the potential of running lines east on Highway 27 and south on Highway 173; did the city want to play a role in extending wastewater service into those areas?
-Buildings at the airport were in need of repair and should be brought up to standards; the buildings were jointly owned with the county; need to look into the cost to rebuild to standards.

Council instructed staff to place the following mid-year capital projects in a budget amendment, and if approved, to begin the projects:
1. Mowing equipment for utilities, streets, and parks departments; $100,000 general fund and $100,000 utility fund.
2. UTC (utility construction)/purchasing building design (replacement of existing); $37,000 general fund and $113,000 utility fund. He noted that upon the sale of the 800 Junction Highway property, $700,000 was committed to repay the utility fund.

3. Wastewater building interior finish out. The building was constructed in 2010 but the interior finish out had been deferred due to budget constraints; $70,000 utility fund.
4. Police department building. Replace leaking roof and replace HVAC equipment; $120,000 general fund.
5. Vehicle maintenance garage. Roof repair and exterior painting, $30,000 general fund.
6. UTC/purchasing building construction. $375,000 general fund; $1,125,000 utility fund.
7. Lease of maintenance equipment for the golf course: 6 pieces of equipment, $50,000-60,000 per year for 4-5 years. Salary savings resulting from position vacancies to be repurposed to fund lease of equipment.

ADJOURNMENT. The meeting adjourned at 10:58 a.m.

APPROVED: _____ _____
Jack Pratt, Jr., Mayor

ATTEST:

_____
Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
FEBRUARY 11, 2014

On February 11, 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 Father Tom Murray, of St. Peter's Episcopal Church, followed by the Pledge of Allegiance led Police Chief John Young.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None.

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Robert Ojeda	Fire Chief
Ashlea Boyle	Special Projects Manager
Jason Lutz	City Planner
John Young	Police Chief
Robert Ojeda	Fire Chief
Danny Batts	Chief Building Official

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

1. VISITORS/CITIZENS FORUM:

1A. Carol Nichols, resident of Rio Robles Mobile Home Park (RR), stated they were against the city using eminent domain to take their land as alternatives were available that did not entail taking their property, but the city refused to consider them. The city was taking their land without any responsibility and did not want to pay RR for damages or liability they will incur on the remainder of their property. RR was having issues with trespassers; she questioned if RR was going to have to hire security to patrol the area in order to restore residents' sense of security; they were already paying for everything else.

2. RECOGNITIONS:

2A. Proclamation for National Salute to Veteran Patients Day, by Mayor Pratt presented to Ricardo Rodriguez, Volunteer Services Coordinator for the Veterans Administration Medical Center. Mr. Rodriguez invited everyone to the VAMC February 12 to visit with patients and deliver Valentines.

2B. Resolution of Commendation to Diana Martin for serving on the Library Advisory Board. Ms. Martin was unable to attend due to weather.

2C. Resolution of Commendation to Harold Buell for serving on the Planning and Zoning Commission, by Mayor Pratt.

2D. Presentation of Life Saving Award to Police Officer Kyle Schneider was presented by Chief Young.

3. CONSENT AGENDA:

Mr. Allen moved to approve consent agenda items 3A and 3B; Mr. Conklin seconded the motion, and it passed 5-0:

3A. Minutes of the City Council regular meeting held January 28, 2014. (staff)

3B. Construction contract with M&C Fonseca Construction Co., Inc. for the construction of the 8 inch waterlines on Spence Street and Herzog Street project in the amount of $137,727.00 and authorize the city manager to execute additional change orders in an amount not to exceed $27,545.00. (staff)

END OF CONSENT AGENDA

4. ORDINANCE, SECOND AND FINAL READING:

4A. Ordinance No. 2014-05, amending Chapter 6 "Advertising", Article II "Signs", of the City's Code of Ordinances to revise the definition of a projecting sign and to revise the regulations applicable to projecting signs and roof signs; containing a savings and severability clause; providing for penalties not to exceed $2,000.00; ordering publication; providing an effective date; and providing other matters related to the subject. Mayor Pratt read the ordinance by title only.

Mr. Lutz noted no changes since first reading.

Mr. MacDonald moved for approval of Ordinance No. 2014-05 on second reading; Mr. Conklin seconded the motion and it passed 5-0.

5. ORDINANCES, FIRST READING

5A. Ordinance No. 2014-02, amending Chapter 6 "Advertising", Article II "Signs", of the City's Code of Ordinances to revise Sections 6-36 and 6-40 to authorize the use of political signs on City property being used as a polling place; amending Chapter 70 "Offenses and miscellaneous provisions" to add a new Article III "Electioneering at polling places" to provide regulations regarding the time, place, and manner of the use of such signs; containing a savings and severability clause; providing for penalties not to exceed $2,000.00; ordering publication; providing an effective date; and providing other matters related to the subject. Mayor Pratt read the ordinance by title only.

Mr. Hayes noted that new state legislation prohibited owners from banning electioneering beyond the 100 ft. line on public property used as a polling location, but allowed owners to establish reasonable regulations. The proposed ordinance formally adopted the policy that staff had been enforcing in the past,

and amended the sign code, which prohibited political signs on city property. The ordinance found electioneering to be lawful at any polling location on city property with the following exceptions:
-Unlawful to leave electioneering signs or literature 30 minutes before or after the voting period.
-Unlawful to engage in electioneering on driveways at the polling location.
-Unlawful to attach, place, or affix electioneering sign, literature, or material to any building, tree, shrub, pole, or other improvement.
-Unlawful to place electioneering sign that is larger than 18 inches by 24 inches within 10 feet of the public roadway adjacent to the polling location.
-Unlawful to place a sign that exceeds 36 sq. ft., or exceeds 8 ft. in height, including supporting poles, and signs which use lights or moving elements.
-Gives city manager or his designee authority to remove signs that are in violation of the ordinance.

Mr. Hayes noted the ordinance was generic with regard to location; the Cailloux Theater is the current polling location, but if the polling location is moved, the ordinance would apply to any new location.

Mr. MacDonald moved for approval of Ordinance No. 2014-02 on first reading, as presented; Mr. Allen seconded the motion and it passed 5-0.

5B. Ordinance No. 2014-04 amending the budget for fiscal year 2014 to account for various changes to the city's operational budget. Mayor Pratt read the ordinance by title only.
Mr. Parton discussed amendments detailed in a list of adjustments attached to the ordinance, which included: department reorganizations and restructuring, closing of completed projects and reallocating remaining funds for other projects, and capital projects discussed by council at the February 5 budget workshop.

Mr. Conklin moved for approval of Ordinance No. 2014-04 on first reading; Mr. MacDonald seconded the motion and it passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:
6A. Funding agreement between the City of Kerrville, Texas Economic Improvement Corporation, Inc. (EIC), the City of Kerrville, and Playhouse 2000, Inc. in the amount of $500,000 for construction of a support facility to be owned by the City and used in conjunction with the Cailloux Theater for the Performing Arts.
Ms. Boyle noted council authorized staff to submit a funding agreement to EIC on December 10, 2013; On January 27, 2014, EIC held a public hearing and approved the funding agreement in the amount of $500,000. The total project cost was $755,000, and the balance of the project was being raised by Playhouse 2000 through private donations.

Mr. Conklin moved for approval of the funding agreement as presented; Ms. Keeble seconded the motion and it passed 5-0.

6B. Violation of Kerrville City Charter and Ethics Policy.
Councilmember Keeble questioned if Mayor Pratt should file a conflict of interest affidavit and recuse himself with regard to this item; Mr. Hayes opined that there was no conflict of interest under state law.

Ms. Keeble asked Mr. Hayes if he had advised Mayor Pratt that his signs with an "R" indicating Republican might be a violation of ethics. Mr. Hayes stated he had not discussed this with Mayor Pratt prior to the item being placed on the agenda.

Ms. Keeble noted the city charter stated that newly elected councilmembers assume their duties of office without party or partisan mark or designation; and the ethics policy, which was written and adopted unanimously by this council one year ago, included this same statement. Mayor Pratt was running for re-election and his signs had an R Republican Party designation; she opined that the signs violated the charter and ethics policy in both the letter and the spirit of the law. She cited the previous mayoral election and noted that Mayor Pratt won by only 23 votes, and people told her they voted for him because they thought he was the only Republican candidate. Many people do not understand that city elections are run without party affiliation and the R mark on the signs was misleading and took advantage of voters' lack of knowledge in the city's non-partisan process.

Mr. Pratt was mayor now, he assumed office without party designation, and he knew the charter and ethics policy. Placing R on his signs in this year's election was a deliberate deception to the voters. Elected officers should be held to higher standards and should avoid even the appearance of impropriety. Council should follow the rules it wrote and adopted; if one member did not follow the rules, it reflected on all. She did not condone this and asked council to vote whether it was a violation of the charter or ethics policy, and if so, determine the proper remedy.

Mayor Pratt stated it was unfortunate that citizens were being exposed to negative campaigning issues; neither Ms. Keeble nor his opponent, Scott Gross, had confronted him personally on this issue but decided to make it public. Stating on a sign that he is a Republican was not a violation of charter, ethics policy, or state ethics commission rules, which he confirmed with the Texas Ethics Commission. As a councilmember, he had always been non-partisan on all issues. The city council did not participate in party platform; therefor, the allegations were without merit. He was very proud of his affiliation with the Republican name; trying to tell someone that they cannot speak their opinion was a violation of their First Amendment Right.

Ms. Keeble stated she had not consulted Scott Gross and it was unfair to implicate him. She was a proud Republican also but she followed the rules as written and adopted by this council.

Mr. Conklin recalled the Republican designation on Mayor Pratt's signs two years ago and thought that it was odd to put opponents in an awkward position, and it was a disadvantage to opponents in this heavy Republican county; however, in his

opinion, there was nothing in the charter or ethics policy to prohibit putting an R on a sign, and the R did not indicate that he was supported by the Republican Party; therefore, he did not find it to be a violation. He preferred that Mayor Pratt's signs be different. He preferred not to drag the ethics policy into a legislative roll; to create a rule about something that can or cannot be on a political sign should not be in an ethics policy. Ethics was about conduct and behavior.

Mr. MacDonald did not agree with putting the R mark on signs and thought it did violate the spirit of the ethics policy that was discussed and adopted by this council; however, both the Charter and ethics policy state the member should not assume office with partisan mark, neither addressed campaigning. He felt that the signs violated the spirit but not the letter; therefore, nothing should be done with regard to issuing a reprimand. He asked Mayor Pratt to amend his signs voluntarily by covering the R in the spirit of getting along.

Mr. Allen stated he had called the Texas Ethics Commission and the Texas Attorney General's Office in Austin and was told this did not violate any state law or rule.

The following person spoke:
1. Gene Smith stated when a person assumed duties it is without partisan, but the charter did not say anything about election. There was nothing to keep other candidates from stating their party affiliation on a sign. He was a member of PK2 and appreciated council's approval of Item 6A.

Ms. Keeble agreed; however, Mayor Pratt had assumed the duties and was mayor so he should follow the rules; she was disappointed that ethics was not taken more seriously.

Ms. Keeble moved that council find Mayor Pratt in violation of the ethics policy and charter by using R on his campaign signs. The motion failed for lack of a second.

7. ITEMS FOR FUTURE AGENDAS

7A. Hotel/motel tax ordinance and related matters.

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- During severe weather last week the city had six ambulances at the same time responding to calls outside the city limits. Council appreciated the efforts of public safety and public works departments and other staff who worked to keep people safe during the ice conditions.
- The city had been invited to attend a meeting with the county on EMS for February 21, the city cancelled its participation in that meeting.
- At one point during the storm, city street crews sanded parts of I-10, at the request of TxDOT, because they were tied up with accidents and ice in other areas.
- Petitions were available in the city secretary's office for persons interested in running for city council; the filing period would end February 28.

- Karen Quanstrum had announced her retirement from Habitat for Humanity; her service during the past 2 years was appreciated.
- Daddy-daughter dance was February 15 at the Dietert Center, 6:00-8:00 p.m.
- Blind date with a book program would start on February 14 at the library.
- Mardi Gras on Main event, downtown, March 4, 6:00 p.m., tickets $30.

9. **EXECUTIVE SESSION:** None

ADJOURNMENT. The meeting adjourned at 6:52 p.m.

APPROVED: _____ _____

Jack Pratt, Jr., Mayor

ATTEST:

_____

Brenda G. Craig, City Secretary

Agenda Item:

3B. Promissory Note, Security Agreement, and Loan Agreement between the Cailloux Foundation and the City of Kerrville in the amount of $1,279,881.00 for the purchase of a Sutphen SPH100 aerial platform firefighting ladder truck and associated equipment. (staff)

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

SUBJECT: Authorize a Loan Agreement between the Cailloux Foundation and the City of Kerrville for $1,279,881.00 for the purchase of a Sutphen SPH100 (100 foot) Aerial Platform Firefighting Apparatus and associated equipment.

FOR AGENDA OF: February 25, 2014 **DATE SUBMITTED**: February 14, 2014

SUBMITTED BY: Robert Ojeda
Fire Chief

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

The Fire Chief is requesting the City Council authorize the execution of a Promissory Note (Loan) at zero percent (0%) interest in the original principal sum of $1,279,881.00 payable to the City of Kerrville. The Loan will be utilized for the purchase of a Sutphen SPH100 (100 foot) Aerial Platform Firefighting Apparatus and associated equipment. The Loan will be secured by a Security Agreement encumbering a Sutphen SPH100 (100 foot) Aerial Platform Firefighting Apparatus and associated equipment. The principle shall be due and payable in annual installments of $250,000 each, payable in January of each year and every calendar year beginning January, 2015. The payments are to continue regularly and annually thereafter until the maturity date when the unpaid principal amount is due and payable.

This new Aerial Firefighting Apparatus will replace the Department's aging SPH95, a 95 foot Aerial Platform Apparatus, manufactured in 1989 by the Sutphen Corporation. This type of aerial firefighting apparatus is a vehicle equipped with a hydraulic elevating platform for the purpose of placing personnel and/or water streams in elevated positions and is used for rescue and extinguishing large fires.

RECOMMENDED ACTION

That the City Council authorize a Loan Agreement between the Cailloux Foundation and the City of Kerrville for $1,279,881.00 for the Purchase of a Sutphen SPH100, a 100 foot Aerial Platform Apparatus, and associated equipment.

Promissory Note

Basic Information

Date: February ___, 2014

Borrower: CITY OF KERRVILLE

Borrower's Mailing Address: 701 Main Street, Kerrville, Kerr County, Texas 78028

Lender: CAILLOUX FOUNDATION PROPERTIES, LLC

Place for Payment: P.O. Box 291276, Kerrville, Kerr County, Texas 78029-1276

Principal Amount: ONE MILLION TWO HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED EIGHTY ONE AND NO/100 ($1,279,881.00) DOLLARS

Annual Interest Rate: zero percent (0%)

Maturity Date: February ___, 2019

Annual Interest Rate on Matured, Unpaid Amounts: All past due principal and interest shall bear interest at the Maximum Interest Rate.

The Maximum Interest Rate payable under this Note will be, and will not exceed, eighteen percent (18%) per annum or the maximum interest rate for which parties may contract under, and as permitted by, applicable laws (the so called state usury ceiling), whichever is less.

Terms of Payment: Principal shall be due and payable in annual installments of $250,000.00 each, payable on the _____ day of February of each and every calendar year, beginning on the ____ day of February, 2015, and continuing regularly and annually thereafter until the Maturity Date when the unpaid Principal Amount is due and payable.

Security for Payment / Loan Agreement: Security Agreement of even date executed by Borrower for the benefit of Lender and Loan Agreement between Borrower and Lender for Program Related Investment evidenced by this Note and any default under the foregoing shall be a default hereunder.

Promise to Pay

Borrower promises to pay to the order of Lender the Principal Amount. This Note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on Matured, Unpaid Amounts.

Defaults and Remedies

If Borrower defaults in the payment of this Note or in the performance of any obligation in any instrument securing or collateral to this Note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the Note immediately due.

Waivers

Borrower waives, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest and (7) rights under sections 51.003 and 51.004 of the Texas Property Code.

Attorney's Fees

Borrower also promises to pay reasonable attorney's fees and court and other costs if this Note is placed in the hands of an attorney to collect or enforce the Note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the Note and will be secured by any security for payment.

Prepayment

Borrower may prepay this Note in any amount at any time before the Maturity Date without penalty or penalty.

Prepayments will be applied first to accrued interest, if any, and the remainder to installments on principal in the inverse order of maturity so that they will be applied to the last maturing principal installments first. These prepayments will not reduce the amount or time of payment of the remaining installments, which will continue until the Principal Amount and all accrued interest are paid. Interest on the prepaid principal will immediately cease to accrue.

Usury Savings

Interest on the debt evidenced by this Note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this Note and all other instruments concerning the debt.

Other Clauses

Borrower is responsible for all obligations represented by this Note.

When the context requires, singular nouns and pronouns include the plural.

CITY OF KERRVILLE

BY:_____

Mayor

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Security Agreement

Basic Information

Date: February ___, 2014

Debtor: CITY OF KERRVILLE

Debtor's Mailing Address: 701 Main Street, Kerrville, Kerr County, Texas 78028

Secured Party: CAILLOUX FOUNDATION PROPERTIES, LLC

Secured Party's Mailing Address: P.O. Box 291276, Kerrville, Kerr County, Texas 78029-1276

Classification of Collateral: Equipment

Collateral (including all accessions): Sutphen SPH-100Aerial Platform ladder truck as more particularly described in Addendum attached hereto and made a part hereof for all purposes.

Obligation

Note

Date: February ___, 2014

Original principal amount: ONE MILLION TWO HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED EIGHTY ONE AND NO/100 ($1,279,881.00) DOLLARS

Borrower: CITY OF KERRVILLE

Lender (Secured Party): CAILLOUX FOUNDATION PROPERTIES, LLC

Maturity date: February ___, 2019

Terms of payment: As stated in the Note.

Other debt/Future advances: The security interest also secures all other present and future debts and liabilities of Debtor to Secured Party, including future advances, related to the Collateral.

Other obligation[s]: the terms, provisions and covenants set forth in the Loan Agreement between Debtor and Secured party regarding the Note and any default under said Loan Agreement shall be a default hereunder and under the Note secured hereby.

A. Debtor's Representations Concerning Debtor and Locations

A.1. The Collateral is located primarily within Kerrville, Kerr County, Texas 78028.

A.2. Debtor's place of business is located at 87 Coronado Drive, Kerrville, Kerr County, Texas 78028.

A.3. Debtor's state of organization is Texas; Debtor's name, as shown in its public organic record, as amended, is exactly as set forth above; and.

A.4. Debtor's federal tax identification number is 74-6001490.

A.5. Debtor's records concerning the Collateral are located at 701 Main Street, Kerrville, Texas 78028.

B. Granting Clause

Debtor grants to Secured Party a security interest in the Collateral and all its proceeds to secure the Obligation and all renewals, modifications, and extensions of the Obligation. Debtor authorizes Secured Party to file a financing statement describing the Collateral.

C. Debtor Represents the Following:

C.1. No financing statement covering the Collateral is filed in any public office except any financing statement in favor of Secured Party.

C.2. Debtor owns the Collateral and has the authority to grant this security interest, free from any setoff, claim, restriction, security interest, or encumbrance.

C.3. None of the Collateral is an accession to any goods, is commingled with other goods, is or will become an accession or part of a product or mass with other goods, or is or will become covered by a document except as provided in this agreement.

C.4. All information about Debtor's financial condition is or will be accurate when provided to Secured Party.

C.5. None of the Collateral is affixed to real estate.

C.6. The Obligation was not incurred primarily for personal, family, or household purposes.

C.7. The Collateral was not acquired and will not be held primarily for personal, family, or household purposes.

D. Debtor Agrees to—

D.1. Defend the Collateral against all claims adverse to Secured Party's interest;; keep the Collateral free from liens, except for liens in favor of Secured Party; keep the Collateral in Debtor's possession and ownership except as otherwise provided in this agreement; maintain the Collateral in good condition; and protect the Collateral against waste, except for ordinary wear and tear.

D.2. Pay all Secured Party's expenses, including reasonable attorney's fees and legal expenses **subject to Texas Finance Code section 342.502;** assessed by a court, incurred to (a) obtain, preserve, perfect, defend, or enforce this agreement; (b) retake, hold, prepare for disposition, dispose, collect, or enforce the Collateral; or (c) collect or enforce the Obligation. These expenses will bear interest from the date of advance at the rate stated in the Note for matured, unpaid amounts and are payable on demand at the place where the Obligation is payable. These expenses and interest are part of the Obligation and are secured by this agreement.

D.3. Sign and deliver to Secured Party any documents or instruments that Secured Party considers necessary to obtain, maintain, and perfect this security interest in the Collateral. This includes a certificate of title for any Collateral covered by a certificate of title so that Secured Party may have the certificate of title reissued with its lien noted thereon.

D.4. Notify Secured Party immediately of any event of default and of any material change (a) in the Collateral, (b) in Debtor's Mailing Address, (c) in the location of any Collateral, (d) in any other representation in this agreement, or (e) that may affect this security interest, or of any change (f) in Debtor's name or (g) of any location set forth above to another state.

D.5. Use the Collateral primarily according to the stated classification.

D.6. Maintain accurate records of the Collateral at the address set forth above, furnish Secured Party any requested information related to the Collateral, and permit Secured Party to inspect and copy all records relating to the Collateral, but subject to withholding information as required by confidentiality laws (*e.g.*, HIPPA).

D.7. Permit Secured Party to inspect the Collateral.

E. Debtor Agrees Not to—

E.1. Sell, transfer, or encumber the Collateral, except in the ordinary course of Debtor's business.

E.2. Except as permitted in this agreement, permit the Collateral to be affixed to any real estate, to become an accession to any goods, to be commingled with other goods, to become a fixture, accession, or part of a product or mass with other goods, or to be covered by a document, except a document in the possession of Secured Party.

E.3. Change its name or jurisdiction of organization, merge or consolidate with any person, or convert to a different entity without notifying Secured Party in advance and taking action to continue the perfected status of the security interest in the Collateral.

E.4. Change the state in which Debtor's place of business (or chief executive office if Debtor has more than one place of business) is located, change its name, or convert to a different entity without notifying Secured Party in advance and taking action to continue the perfected status of the security interest in the Collateral.

E.5. Change Debtor's name or state of residence without notifying Secured Party in advance and taking action to continue the perfected status of the security interest in the Collateral.

F. Insurance and Risk of Loss

F.1. Debtor will insure the Collateral in accordance with Secured Party's reasonable requirements regarding choice of carrier, risks insured against, and amount of coverage. Policies must be written in favor of Debtor, be endorsed to name Secured Party as an additional insured or as otherwise directed in writing by Secured Party, and provide that Secured Party will receive at least ten days' notice before cancellation. Debtor must provide copies of the policies or evidence of insurance to Secured Party.

F.2. **COLLATERAL PROTECTION INSURANCE NOTICE**

In accordance with the provisions of section 307.052(a) of the Texas Finance Code, the Secured Party hereby notifies the Debtor as follows:

(A) the Debtor is required to:

(i) keep the Collateral insured against damage in the amount the Secured Party specifies;

(ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and

(iii) name the Secured Party as the person to be paid under the policy in the event of a loss;

(B) the Debtor must, if required by the Secured Party, deliver to the Secured Party a copy of the policy and proof of the payment of premiums; and

(C) if the Debtor fails to meet any requirement listed in Paragraph (A) or (B), the Secured Party may obtain collateral protection insurance on behalf of the Debtor at the Debtor's expense.

F.3. Debtor assumes all risk of loss to the Collateral.

F.4. Debtor appoints Secured Party as attorney-in-fact to collect any returned unearned premiums and proceeds of any insurance on the Collateral and to endorse and deliver to Secured Party any payment from such insurance made payable to Debtor. Debtor's appointment of Secured Party as Debtor's agent is coupled with an interest and if Debtor is an individual will survive any disability of Debtor.

G. Default and Remedies

G.1. A default exists if—

a. Debtor fails to timely pay or perform any obligation or covenant in any

written agreement between Secured Party and Debtor;

b. any representation in this agreement or in any other written agreement between Secured Party and Debtor is materially false when made;

c. a receiver is appointed for Debtor, or any Collateral;

d. any Collateral is assigned for the benefit of creditors;

e. a bankruptcy or insolvency proceeding is commenced by Debtor, a partnership in which Debtor is a general partner;

f. a bankruptcy or insolvency proceeding is commenced against Debtor, a partnership in which Debtor is a general partner the Debtor admits the material allegations of the petition against it or an order for relief is entered;

g. any of the following parties is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of the affairs of any of the following parties: Debtor; a partnership of which Debtor is a general partner; or

h. any Collateral is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral of like kind and quality or restored to its former condition.

G.2. If a default exists, Secured Party may—

a. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, sue for, and adjust the Collateral either in Secured Party's or Debtor's name, as Secured Party desires, or take control of any proceeds of the Collateral and apply the proceeds against the Obligation;

b. take possession of any Collateral not already in Secured Party's possession, without demand or legal process, and for that purpose Debtor grants Secured Party the right to enter any premises where the Collateral may be located;

c. without taking possession, sell, lease, or otherwise dispose of the Collateral at any public or private sale in accordance with law; or

d. exercise any rights and remedies granted by law or this agreement.

G.3. Foreclosure of this security interest by suit does not limit Secured Party's remedies, including the right to sell the Collateral under the terms of this agreement. Secured Party may exercise all remedies at the same or different times, and no remedy is a defense to any

other. Secured Party's rights and remedies include all those granted by law and those specified in this agreement.

G.4. Secured Party's delay in exercising, partial exercise of, or failure to exercise any of its remedies or rights does not waive Secured Party's rights to subsequently exercise those remedies or rights. Secured Party's waiver of any default does not waive any other default by Debtor. Secured Party's waiver of any right in this agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.

G.5. Secured Party has no obligation to clean or otherwise prepare the Collateral for sale.

G.6. Secured Party has no obligation to satisfy the Obligation by attempting to collect the Obligation from any other person liable for it. Secured Party may release, modify, or waive any collateral provided by any other person to secure any of the Obligation. If Secured Party attempts to collect the Obligation from any other person liable for it or releases, modifies, or waives any collateral provided by any other person, that will not affect Secured Party's rights against Debtor. Debtor waives any right Debtor may have to require Secured Party to pursue any third person for any of the Obligation.

G.7. If Secured Party must comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, such compliance will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral.

G.8. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral.

G.9. If Secured Party sells any of the Collateral on credit, Debtor will be credited only with payments actually made by the purchaser and received by Secured Party for application to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor will be credited with the proceeds of the sale.

G.10. If Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting the purchase price against the Obligation.

G.11. Secured Party has no obligation to marshal any assets in favor of Debtor or against or in payment of the Note, any of the Other Obligation[s], or any other obligation owed to Secured Party by Debtor or any other person.

G.12. If the Collateral is sold after default, recitals in the bill of sale or transfer will be prima facie evidence of their truth and all prerequisites to the sale specified by this agreement and by law will be presumed satisfied.

H. General

H.1. Secured Party may at any time—

a. take control of proceeds of insurance on the Collateral and reduce any part of the Obligation accordingly or permit Debtor to use the funds to repair or replace the Collateral and

b. purchase single-interest insurance coverage that will protect only Secured Party if Debtor fails to maintain insurance, and premiums for the insurance will become part of the Obligation.

H.2. Notice is reasonable if it is mailed, postage prepaid, to Debtor at Debtor's Mailing Address at least ten days before any public sale or ten days before the time when the Collateral may be otherwise disposed of without further notice to Debtor.

H.3. This security interest will neither affect nor be affected by any other security for any of the Obligation. Neither extensions of any of the Obligation nor releases of any of the Collateral will affect the priority or validity of this security interest.

H.4. This agreement binds, benefits, and may be enforced by the successors in interest of Secured Party and will bind all persons who become bound as debtors to this agreement. Assignment of any part of the Obligation and Secured Party's delivery of any part of the Collateral will fully discharge Secured Party from responsibility for that part of the Collateral. If such an assignment is made, Debtor will render performance under this agreement to the assignee. Debtor waives and will not assert against any assignee any claims, defenses, or setoffs that Debtor could assert against Secured Party except defenses that cannot be waived. All representations and obligations are joint and several as to each Debtor.

H.5. This agreement may be amended only by an instrument in writing signed by Secured Party and Debtor.

H.6. The unenforceability of any provision of this agreement will not affect the enforceability or validity of any other provision.

H.7. This agreement will be construed according to Texas law. This agreement is to be performed in Kerrville, Kerr County, Texas and has been signed by Debtor in the county of Secured Party's Mailing Address.

H.8. Interest on the Obligation secured by this agreement will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the Obligation or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Obligation or, if the principal of the Obligation has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the Obligation.

H.9. In no event may this agreement secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

H.10. When the context requires, singular nouns and pronouns include the plural.

H.11. Any term defined in sections 1.101 to 11.108 of the Texas Business and Commerce Code and not defined in this agreement has the meaning given to the term in the Code.

H.12. Except for inventory collateral, if the Obligation includes purchase money for the Collateral, Debtor's repayment of the Obligation will be applied on a first-in-first-out basis with the effect that the portion of the Obligation used to purchase a particular item of Collateral will be paid in the chronological order in which Debtor purchased the Collateral.

CITY OF KERRVILLE

BY: _____
Mayor

LOAN AGREEMENT
Program Related Investment

This Agreement is made as of the _____ day of _____, 2014, between THE FLOYD A. AND KATHLEEN C. CAILLOUX FOUNDATION ("Lender"), and CITY OF KERRVILLE (herein called "Borrower").

Borrower is concurrently executing a Promissory Note in the original principal sum of $1,279,881.00 (herein called "Note") payable to Lender and secured by a Security Agreement encumbering an Aerial Platform ladder truck as therein provided ("Security Agreement") which are being entered into pursuant to this Loan Agreement and any default hereunder that be a default under the Note and Security Agreement. Lender and Borrower hereby agree, as follows, in consideration of the Loan being made evidenced by the Note and secured by the Security Agreement:

1. **Ratification and Advances**. Nothing in this Agreement shall be understood or construed to be a modification of the Note and the obligation to pay the Note as therein provided. Advances of the loan evidenced by the Note shall initially be $284,526 for the purchase of the collateral described in the Security Agreement and further advances shall be made for such purposes as needed and as determined by Lender. All terms and provisions of the Note and Deed of Trust shall be in full force and effect and as stated therein no matter any provision hereof. The obligation to pay the Note shall be unconditional.

2. **Agreements / Program Related Investment.** The parties hereto hereby affirm and agree that the loan ("Loan") evidenced by and secured by the Note and Deed of Trust is a program related investment of Lender ("PRI") as defined by and under the terms and provisions of the Internal Revenue Code, including without limitation Section 4944 and regulations related thereto, the parties hereto confirm that none of the loan proceeds of the Loan have, and will not be, used for propaganda, lobbying or to support or oppose candidates for public office and have been used only for the purchase of the fire truck of Borrower which are public purposes; Borrower hereby representing and confirming that it is a public body formed for the citizens of the City of Kerrville and is in good standing and existence under the laws of the State of Texas.

3. **Information.**

(a) Borrower shall deliver within a period not to exceed forty-five (45) days of September 30 of each year, financial statements and such other financial or related information as Lender requests ("Financial Information") of Borrower, prepared in accordance with generally accepted accounting principles consistently followed throughout the periods involved, certified by a proper officer to be true, correct and complete. Financial Information shall be in such form as Lender may reasonably request and shall include such other information from time to time as Lender may reasonably request.

(b) Borrower, within thirty days of its receipt, shall give notification to Lender of any litigation, or of any claim or controversy which will likely become the subject of

litigation in excess of $10,000.00, and which may impact the subject of this Loan Agreement.

(c) Borrower shall promptly advise Lender in writing of (i) any condition, event or act which comes to its attention that would or might materially adversely affect Borrower's financial condition, and (ii) any litigation filed by or against Borrower and any uninsured or partially uninsured loss through fire, theft, liability or property damage in excess of an aggregate of $10,000.00.

THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED as of the date first set forth above.

LENDER:

THE FLOYD A. AND KATHLEEN C.
CAILLOUX FOUNDATION

By:_____
Name:_____
Title:_____

BORROWER:

CITY OF KERRVILLE
BY:_____
Name: _____
Title:_____

Agenda Item:

3C. Purchase of a Sutphen SPH 100 aerial platform firefighting ladder truck from Sutphen Corporation in the amount of $1,127,415.00 and associated equipment purchased from various vendors at a cost of $152,466.00; for a total cost of $1,279,881.00. (staff)

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

SUBJECT: Authorize the purchase of a Sutphen SPH100 (100 foot) Aerial Platform Firefighting Apparatus and associated equipment. The Aerial Platform Apparatus will be assembled/built by the Sutphen Corporation of Amlin, Ohio at a cost of $1,127,415. The associated equipment will be purchased from various vendors at a cost of $152,466. The total to be expended for the apparatus and equipment is $1,279,881.

FOR AGENDA OF: February 25, 2014 **DATE SUBMITTED**: February 14, 2014

SUBMITTED BY: Robert Ojeda Fire Chief

CLEARANCES: Todd Parton City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO: Sutphen Corporation

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Fire Chief is requesting authorization from the City Council to award a contract for the purchase of a Sutphen SPH100, a 100 foot Aerial Platform Firefighting Apparatus from the Sutphen Corporation through a Buyboard Contract for $1,127,415 and to purchase associated equipment at a cost of $152,466 from various vendors (a total of $1,279,881). By contracting through Buyboard the Department will be able to purchase this firefighting apparatus using their already established bid price. Such agreements are allowable under State Law.

The purchase of this new 100 foot aerial firefighting apparatus will replace the Department's aging SPH95, a 95 foot Aerial Platform Truck manufactured in 1989 by the Sutphen Corporation. This type of firefighting apparatus is a firefighting vehicle equipped with a hydraulic elevating platform for the purpose of placing personnel and/or water streams in elevated positions and are used for rescue and extinguishing large fires. The delivery time for receiving the vehicle is currently nine (9) to eleven (11) months.

The required funds for the purchase of this vehicle and the associated equipment are authorize by the execution of a Promissory Note (Loan) at zero percent (0%) interest from the Cailloux Foundation in the original principal sum of $1,279,881 payable to the City of Kerrville.

RECOMMENDED ACTION

Authorize the City Manager to purchase a Sutphen SPH100 Aerial Platform Apparatus from the Sutphen Corporation for $1,127,415 and the purchase of associated equipment from various vendors at a cost of $152,466 (a total of $1,279,881).

Agenda Item:

4A. Resolution No. 03-2014 granting a conditional use permit for an approximate 1.03 acres tract of land consisting of Lots 21, 22, 23, and 24, Block G, of the B.F. Cage Addition, a subdivision of the City of Kerrville, Kerr County, Texas, otherwise known as 820 Sidney Baker Street (State Highway 16) and located within the N-21 zoning district; by permitting said property to be used for restaurant, general; and making said permit subject to certain conditions and restrictions. (staff)

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

SUBJECT: **Public Hearing & Resolution: Conditional Use Permit** – Public hearing, consideration, and action concerning a conditional use permit to allow the land use of "Restaurant, General", which would permit the retail sale of alcoholic beverages for on-premises consumption for Lots 21, 22, 23, and 24, Block G of the B.F. Cage Addition Subdivision, located at 820 Sidney Baker St. North.

FOR AGENDA OF: Feb. 25, 2014 **DATE SUBMITTED:** Feb. 13, 2014

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

EXHIBITS: Resolution & Exhibits

AGENDA MAILED TO: Peggy Shen, 1030 Creek Run, Kerrville, Texas 78028
Bruce Motheral, 812A Sidney Baker, Kerrville, Texas 78028

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 applicant is seeking this conditional use permit to allow "Restaurant, General" at 820 Sidney Baker. This would permit the retail sale of alcoholic beverages for on-premises consumption.

The definitions for the two types of restaurants permitted by the zoning code are as follows:

Restaurant, General (Requires a CUP): A building or part thereof used in the on-site preparation and retail sale of food and beverages. A General Restaurant is permitted to provide live entertainment and the retail sale of alcoholic beverages for on-premises consumption, provided such alcoholic beverage sales constitute less than fifty percent of the gross revenue of the restaurant. Limited Restaurants are included within the scope of this definition.

Restaurant, Limited (Permitted by Right): A building or part thereof used in the preparation and retail sale for on-premise consumption of food and beverages, excluding the sale of alcoholic beverages and restaurants with drive-through service.

Currently the N-21 zoning district only allows "Restaurant, General" with a conditional use permit. After reviewing the location, there are several sites with the same land use within 1,000 ft. Included in this land use are restaurants with a drive through facility. The sites are as follows:

1. Wing King (Alcohol Sales)
2. Valentinos (Alcohol Sales)
3. Donut Palace (Drive Through)
4. McDonalds (Drive Through)

5. Jack in the Box (Drive Through)
6. Taco Bell (Drive Through)

At the time this packet was distributed 15 land owners within 200' were notified and no official protests were received.

RECOMMENDED ACTION

Staff recommends City Council consider the request of a resolution granting a conditional use permit to allow the land use of "Restaurant, General" for the property depicted in Exhibit B.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 03-2014

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR AN APPROXIMATE 1.03 ACRES TRACT OF LAND CONSISTING OF LOTS 21, 22, 23, AND 24, BLOCK G, OF THE B.F. CAGE ADDITION, A SUBDIVISION OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, OTHERWISE KNOWN AS 820 SIDNEY BAKER STREET (STATE HIGHWAY 16) AND LOCATED WITHIN THE N-21 ZONING DISTRICT; BY PERMITTING SAID PROPERTY TO BE USED FOR RESTAURANT, GENERAL; AND MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS

WHEREAS, the City Planning and Zoning Commission and the City Council of the City of Kerrville, Texas, in compliance with the City Charter and state law with reference to the granting of conditional use permits under Title 11, Chapter I of the Zoning Code of the City of Kerrville, Texas, and the official zoning map adopted thereby; having given the requisite notices by United States mail, publication, and otherwise; and after holding due public 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 of the City of Kerrville, Texas, finds that the health, safety, and general welfare will be best served by the granting of a Conditional Use Permit, subject to the special conditions and restrictions set out hereinafter on the property described in Section One hereof;

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

SECTION ONE. A Conditional Use Permit is granted to permit the property described below to be used and developed for a Restaurant, General as that term is defined by Title 11, Chapter I of the Zoning Code of the City of Kerrville, Texas ("Zoning Code"), and such use is subject to the provisions of this Resolution and other applicable City ordinances and regulations:

> **A 1.003 acres, more or less, tract of land consisting of Lots 21, 22, 23, and 24, Block G of the B.F. Cage Addition, a subdivision of the City of Kerrville, Kerr County, Texas; as recorded in Volume 1, Page 2 of the Real Property Records of Kerr County, Texas, and more commonly known as 820 Sydney Baker Street (State Highway 16) ("the Property").**

SECTION TWO. In addition to the development and use regulations applicable to the Property, the Property may be developed and used for a Restaurant, General, as defined by the Zoning Code, and is subject to the following additional regulations:

A. **Elevations and Signs**: All elevations and signs on the Property must conform to the applicable regulations of the City, to include the City's Sign Code.

B. **Parking**: The design and number of parking spaces must be in accordance with the City's regulations in effect at the time that this Resolution is approved. All parking

spaces, display areas, and driveways must be constructed of asphalt or concrete and must be marked.

C. **Screening**: Screening is required in accordance with the City's regulations.

D. **Visibility Triangles**: Visibility triangles must be established and maintained pursuant to existing City regulations for entrance onto the Property from any street.

E. **Trash and Other Solid Waste**: No solid waste collection bins and/or dumpsters may be located closer to the street than the face of any building.

F. **Alcoholic Beverage Sales:** Prior to the issuance of a Certificate of Occupancy from the City, all applicable alcoholic beverage sales laws and regulations, which include a distance requirement pursuant to both state law and Section 10-6 of the City's Code of Ordinances, must be met. In addition, any such use must be licensed or permitted pursuant to applicable state or local law, including Chapter 10 of the City's Code of Ordinances and must remain so during this use.

G. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in Title 11, Chapter I of the Zoning Code, as amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in Title 11, Chapter I of the Code of Ordinances of the City of Kerrville, as amended or superseded, the provisions of this Resolution shall prevail.

SECTION THREE. This Resolution and the Conditional Use Permit granted herein shall be subject to termination in accordance with Article 11-I-13 of the Zoning Code.

PASSED AND APPROVED ON 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

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\CUP\820 Sidney Baker_Restaurant, Gen_020614.doc

EXHIBIT "A"

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being all of Lots 21, 22, 23 and 24, Block G, B.F. Cage Addition to the City of Kerrville, Kerr County, Texas as recorded in Volume 1, Page 2, Plat Records of Kerr County, Texas; containing 1.03 acres +/-, and more particularly described as follows:

BEGINNING at a 1/2" iron pin found in the northwest right-of-way of Sidney Baker Street on the common line of Lots 24 and 25, Block G, for the South corner of the herein described tract, and from said iron pin, the South corner of Block G at the intersection of Sidney Baker and Barnett Street bears S45°W, 588.45 feet;

THENCE, N45°16'50"W, 216.41 feet to a 1/2" iron pin found on the common line of Lots 24 and 25 for the West corner of the herein described tract;

THENCE, N44°29'38"E, 206.78 feet to a 1/2" iron pin found in a fence line for the North corner of this tract, the North corner of Lot 21;

THENCE, S45°21'00"E, 219.17 feet to a 1/2" iron pin found in the northwest right-of-way of Sidney Baker Street for the East corner of this tract, the East corner of Lot 21;

THENCE S45°15'35"W, 207.06 feet to the PLACE OF BEGINNING, and containing 1.03 acres of land, more or less.

Exhibit B - Location 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 50 100 200 Feet

1 inch = 100 feet

N W E S

Agenda Item:

5A. Ordinance No. 2014-02, amending Chapter 6 "Advertising", Article II "Signs", of the City's Code of Ordinances to revise Sections 6-36 and 6-40 to authorize the use of political signs on City property being used as a polling place; amending Chapter 70 "Offenses and miscellaneous provisions" to add a new Article III "Electioneering at polling places" to provide regulations regarding the time, place, and manner of the use of such signs; containing a savings and severability clause; providing for penalties not to exceed $2,000.00; ordering publication; providing an effective date; and providing other matters related to the subject. (staff)

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

SUBJECT: **SECOND READING** - An Ordinance amending Chapter 6 "Advertising", Article II "Signs", of the City's Code of Ordinances to revise Sections 6-36 and 6-40 to authorize the use of political signs on City property being used as a polling place; amending Chapter 70 "Offenses and Miscellaneous Provisions" to add a new Article III "Electioneering at Polling Places" to provide regulations regarding the time, place, and manner of the use of such signs

FOR AGENDA OF: Feb. 25, 2014 **DATE SUBMITTED**: Feb. 14, 2014

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

EXHIBITS: Ordinance

AGENDA SENT TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

During the 2013 Legislative Session, the Texas Legislature passed a bill[1] that allows electioneering on public property used as a voting location. "Electioneering" occurs where a politician or political campaigner actively takes part in the activities of an election campaign, to include the posting, use, or distribution of political signs or literature. The City has previously prohibited electioneering with respect to the placing of signs at the Cailloux Theater for the Performing Arts where City elections are held.

The City's Sign Code[2] prohibits political signs from being used on public property; thus, this code must be amended to comply with the new law. In addition, while the new law requires cities to allow electioneering on public property used as a polling place, it also allows cities to adopt reasonable regulations to address concerns as to such use.

---

1 Tex. H.B. 259, 83rd Leg., R.S. (2003), and codified at Sections 61.003 and 85.036, Texas Election Code.
2 Chapter 6 "Advertising", Article II "Signs", of the City's Code of Ordinances (http://library.municode.com/index.aspx?clientId=11078&stateId=43&stateName=Texas)

The attached ordinance includes these amendments and also establishes what staff believes are reasonable time, place, and manner regulations for electioneering at the City's polling place. These regulations address safety concerns, the preservation of parking spaces for users of the theater, the prevention of the destruction of public property, as well as the establishment of reasonable time limits for leaving signs on public property.

RECOMMENDED ACTION

Consideration and adoption of an ordinance on second reading to amend the City's Sign Code in compliance with state law regarding electioneering on public property and to adopt reasonable time, place, and manner regulations with respect to such activities. No changes were made since first reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-02

AN ORDINANCE AMENDING CHAPTER 6 "ADVERTISING", ARTICLE II "SIGNS", OF THE CITY'S CODE OF ORDINANCES TO REVISE SECTIONS 6-36 AND 6-40 TO AUTHORIZE THE USE OF POLITICAL SIGNS ON CITY PROPERTY BEING USED AS A POLLING PLACE; AMENDING CHAPTER 70 "OFFENSES AND MISCELLANEOUS PROVISIONS" TO ADD A NEW ARTICLE III "ELECTIONEERING AT POLLING PLACES" TO PROVIDE REGULATIONS REGARDING THE TIME, PLACE, AND MANNER OF THE USE OF SUCH SIGNS; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES NOT TO EXCEED $2,000.00; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City Council of the City of Kerrville, Texas ("City Council") seeks to provide for the orderly development and use of property within the corporate limits of the City of Kerrville, Texas ("City") and its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, toward that end, City Council, pursuant to Ordinance No. 2012-05, adopted a new Sign Code, as codified in Article II of Chapter 6 of the City's Code of Ordinances; and

WHEREAS, Ordinance No. 2012-05 established regulations governing the location, size, design, installation, and maintenance of signs, including political signs, located within the City and its ETJ; and

WHEREAS, on June 14, 2013, the Texas Legislature enacted House Bill 259 ("HB 259"), which modified the Texas Election Code and which requires a public entity that owns or controls a public building used as a polling place to allow electioneering on the premises subject any reasonable regulations concerning the time, place, and manner of such activities; and

WHEREAS, HB 259 defines "electioneering" to include the posting, use, or distribution of political signs or literature; and

WHEREAS, the City currently utilizes the Kathleen C. Cailloux Theater for the Performing Arts ("Theater") as a polling place, which is also simultaneously used for other purposes and for which the City must maintain and ensure adequate and safe parking and access for all users; and

WHEREAS, because electioneering includes the posting of signs, in order to operate the Theater in a safe and effective manner and to further the general health, safety, and welfare of the community, City Council finds that electioneering signs and literature should not be present outside of the time for voting except for a limited period to put up and remove the signs and that the signs should not be attached to improvements and landscaping; and

WHEREAS, the Sign Code prohibits the placement of signs, including political signs, on public property, and therefore City Council should amend such regulations to comply with HB 259; and

WHEREAS, City staff has reviewed HB 259 and the Sign Code and has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City to adopt reasonable regulations to regulate electioneering and political signs that may be placed on property owned by the City and used for elections; and

WHEREAS, City staff also believes that the size of electioneering signs should be limited and that such signs should be set back from the public roadway in order not to impact traffic safety or to increase visual clutter; and

WHEREAS, City Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the Sign Code with respect to the installation, use, and maintenance of political signs used on City property and to adopt regulations to address concerns that may result from electioneering on public property, including traffic safety, visual clutter, and property damage;

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

SECTION ONE. Chapter 6 "Advertising", Article II "Signs", of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending subsection (15) of Section 6-36 by adding the language that is underlined (added) as follows:

"**Sec. 6-36. Exempt signs.**

:

(15) A political sign which does not: exceed 36 square feet in area, exceed eight feet in height, have any lights, or use any moving elements. A political sign may only be placed on property with the consent of the property owner. No political sign may be placed in, on, or over any public right-of-way or City-owned property, except as authorized in Chapter 70, Article III."

SECTION TWO. Chapter 6 "Advertising", Article II "Signs", of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending subsection (3) of Section 6-40 by adding the language that is underlined (added) as follows:

"**Sec. 6-40. Prohibited sign locations.**

:

(3) No sign or part of a sign, including mounting fixtures and supporting structures, may be located on or above any City property to include public rights-of-way, except as permitted by other provisions of this article and Chapter 70, Article III."

SECTION THREE. Chapter 70 "Offenses and Miscellaneous Provisions" is amended by adding a new Article III "Electioneering at Polling Locations" as indicated by underlining (added) and to read in its entirety at follows:

"ARTICLE III. ELECTIONEERING AT POLLING LOCATIONS

Sec. 70-41. Purpose.

The purpose of this Article is to provide reasonable regulations for electioneering on City-owned or controlled public property when such property is used as an election polling place. These regulations are intended to mitigate safety concerns, prevent damage to public property, and ensure that such property is sufficiently available for patrons who use the facilities other than for election purposes.

Sec. 70-42. Definitions.

The following words, terms, and phrases, when used in this Article, have the meanings ascribed to them in this section:

Electioneering means the posting, use, or distribution of political signs or literature, including the use of tents, chairs, booths, tables, or other furniture or devices to post, use, or distribute political signs or literature.

Polling place means a City-owned or controlled public property that is being used as an election polling place.

Voting period means the period each day beginning the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later.

Sec. 70-43. Regulations and Exceptions.

(a) The following regulations apply to electioneering at a polling place during the voting period:

(1) It is unlawful for a person to leave an electioneering sign or literature at a polling place other than during the voting period and for thirty minutes before and after the voting period.

(2) It is unlawful for a person to engage in electioneering on driveways at a polling place. This restriction does not apply to areas specifically designated for such activities or to electioneering signs that are attached to vehicles that are lawfully parked at the polling place.

(3) It is unlawful for a person to attach, place, or otherwise affix an electioneering sign, literature, or material to any building, tree, shrub, pole, or other improvement at the polling place.

(4) It is unlawful for a person to place an electioneering sign that is larger than eighteen (18) inches by twenty four (24) inches within ten (10) feet of the public roadway adjacent to the polling place.

(5) It is unlawful for a person to place an electioneering sign at a polling place that exceeds thirty-six (36) square feet, exceeds eight (8) feet in height, including any supporting poles, and which uses lights or any moving elements.

(6) In addition to imposing a criminal penalty, the City Manager or designee may, without notice, remove and dispose of electioneering sign(s) located in violation of this section.

(7) The authority to conduct electioneering on public property under this Article is limited to the polling place and only for the voting period, such that at the end of the voting period, all signs and vehicles must be removed.

(b)The regulations set forth in (a) above do not apply to any City authorized signs, materials, or other messages on property the City owns or controls."

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

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

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

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-8, or its successor section, of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO

THOUSAND DOLLARS ($2,000.00).

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

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

PASSED AND APPROVED ON FIRST READING, this the 11th day of February 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

Agenda Item:

5B. Ordinance No. 2014-04 amending the budget for fiscal year 2014 to account for various changes to the city's operational budget. (staff)

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

SUBJECT: Second reading of an ordinance amending the FY2014 Budget

FOR AGENDA OF: February 25, 2014 **DATE SUBMITTED**: February 12, 2014

SUBMITTED BY: Sandra Yarbrough
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Ordinance Amending FY2014 Budget
Attachment A – detailing changes

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

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

RECOMMENDED ACTION

It is recommended that the City Council approve the second 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. 2014-04

AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2014 TO ACCOUNT FOR VARIOUS CHANGES TO THE CITY'S OPERATIONAL BUDGET

WHEREAS, Ordinance No. 2013-17, dated September 24, 2013, adopted the Fiscal Year 2014 Budget; 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 11th **day of** February, **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

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Attachment A - Budget Amendment - February 2014

Fund Name	Account Number	Adjustment description	Amount
General Fund	01-813-112	Cost sharing project with 911 District for emergency medical dispatch software	$ 6,500.00
General Fund	01-7007	Transfer funds from Program Income - Fund 07 to off-set expense in 01-813-112	$ 6,500.00
Police Special Programs	07-24200	Move funds to purchase emergency medical dispatch software in General Fund	$ 6,500.00
Police Special Programs	07-800-901	Move funds to purchase emergency medical dispatch software in General Fund	$ 6,500.00
General Fund	01-860-402	TBPE Criminal background check and fingerprinting as mandated by legislature	$ 60.00
General Fund	01-860-012	Division re-organization	$ 600.00
General Fund	01-803-001	Division re-organization	$ 6,718.40
General Fund	01-803-005	Division re-organization	$ 513.96
General Fund	01-803-006	Division re-organization	$ 597.94
General Fund	01-804-001	Division re-organization	$ 25,636.20
General Fund	01-804-005	Division re-organization	$ 1,961.17
General Fund	01-804-006	Division re-organization	$ 2,217.53
General Fund	01-805-001	Correct budget calculation error in Excel format	$ 7,425.40
General Fund	01-805-005	Correct budget calculation error in Excel format	$ 568.04
General Fund	01-805-006	Correct budget calculation error in Excel format	$ 642.30
General Fund	01-842-001	Division re-organization	$ (9,674.58)
General Fund	01-842-005	Division re-organization	$ (740.11)
General Fund	01-842-006	Division re-organization	$ (545.85)
General Fund	01-842-306	Commercial plan reviews	$ 7,500.00
General Fund	01-843-001	Division re-organization	$ 7,942.55
General Fund	01-843-004	Division re-organization	$ 350.00
General Fund	01-843-005	Division re-organization	$ 607.61
General Fund	01-843-006	Division re-organization	$ 687.03
General Fund	01-7020	Transfer in from Hotel/Motel Fund	$ 20,000.00
General Fund	01-870-306	Special Services	$ 20,000.00
Hotel/Motel Fund	20-800-901	Transfer out to General Fund	$ 20,000.00

Attachment A - Budget Amendment - February 2014

General Fund	01-870-504	Mowing equipment	$ 100,000.00
Water/Sewer Fund	02-890-504	Mowing equipment	$ 100,000.00
General Fund	01-870-502	Building design (UTC/Purchasing building)	$ 37,000.00
Water/Sewer Fund	02-890-502	Building design (UTC/Purchasing building)	$ 113,000.00
Water/Sewer Fund	02-890-502	Wastewater building finish out	$ 70,000.00
General Fund	01-870-202	Repair roof and mechanical at Police department building	$ 200,000.00
General Fund	01-870-202	Repair roof and painting at City Garage	$ 30,000.00
Golf Fund	14-801-001	Personnel vacancy-position eliminated	$ (25,927.20)
Golf Fund	14-801-005	Personnel vacancy-position eliminated	$ (1,983.43)
Golf Fund	14-801-006	Personnel vacancy-position eliminated	$ (2,307.52)
Golf Fund	14-801-007	Personnel vacancy-position eliminated	$ (5,625.00)
Golf Fund	14-801-388	Lease equipment	$ 10,000.00
EIC-Capital Projects Fund	75-800-940	Close Golf Course Improvement Project #E53	$ 89,572.84
EIC-Sales Tax Fund	40-7075	Return funds from closed Project #E53	$ 89,573.00
General CIP Fund	70-800-968	Close Library Renovation Project #G95 into Project #H01	$ 143,020.73
History Center Fund	68-7070	Close Library Renovation Project #G95 into Project #H01	$ 143,020.73
History Center Fund	68-800-502	Project #H01 - renovations and improvements	$ 143,020.73
History Center Fund	68-800-502	Project #H01 - renovations and improvements	$ 131,000.00
Library Memorial Fund	15-800-968	Transfer out funds - endowment at Wells Fargo and Shoemaker Estate	$ 131,000.00
History Center Fund	68-7015	Transfer in funds received in Library Memorial Fund - Project #H01	$ 131,000.00
General CIP Fund	70-800-968	Transfer out balance of closed Project #G65 to Project #H01	$ 22,992.19
History Center Fund	68-7070	Transfer in balance of closed Project #G65 to Project #H01	$ 22,992.19
History Center Fund	68-800-502	Project #H01 - renovations and improvements	$ 22,992.19
Water/Sewer CIP Fund	71-800-510	Funds from Crenwelge Motors for water line replacement Project #U02	$ 58,290.00
General CIP Fund	70-800-508	Funds from Crenwelge Motors for sale of Rodriguez St to Project #B08	$ 100,000.00
General CIP Fund	70-800-918	Transfer out balance of closed Project #G74	$ 17,922.80
Asset Replacement Fund	18-7070	Transfer in balance of closed Project #G74	$ 17,922.80
Asset Replacement Fund	18-800-202	Repairs to city parks/trails	$ 17,922.80

Attachment A - Budget Amendment - February 2014

Water/Sewer CIP Fund	Projects completed - unspent balances transferred to other existing projects in fund		
		Close Project #W75 to Project #W92	$ 12,443.19
		Close Project #W96 to Project #W92	$ 366,598.95
Water/Sewer CIP Fund		Increase Project #U03 from unallocated bond proceeds	$ 300,000.00
EIC-Capital Projects Fund	75-7040	Transfer in funds for Cailloux Theater expansion Project #E66	$ 500,000.00
EIC-Sales Tax Fund	40-800-975	Transfer out funds for Cailloux Theater expansion Project #E66	$ 500,000.00

Agenda Item:

6A. Contract for the sale of the former city hall property at 800 Junction Highway. (staff)

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

SUBJECT: Approval of contract for the sale of the former City Hall location at 800 Junction Highway, Kerrville, Texas 78028

FOR AGENDA OF: February 25, 2014 **DATE SUBMITTED:** February 14, 2014

SUBMITTED BY: Ashlea Boyle AB
Special Projects Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

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

As planned with the relocation of the new City Hall building to downtown in Peterson Plaza, the former City Hall building located at 800 Junction Highway has been demolished, removed and the property prepared for brokerage.

On September 24, 2013, City Council authorized staff to enter into a brokerage agreement for the sale of 800 Junction Highway.

On November 12, 2013, City Council considered an offer for the purchase of the property.

On January 14, 2014, City Council authorized staff to execute a letter of intent for the purchase of the property. The letter of intent has been executed and a contract has been negotiated between both parties.

RECOMMENDED ACTION

City staff recommends approval of the contract for the sale of the former City Hall location at 800 Junction Highway, Kerrville, Texas 78028.

Agenda Item:

7A. Budget/economic update (staff)

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

SUBJECT: Budget/Economic Update

FOR AGENDA OF: February 25, 2014 **DATE SUBMITTED**: February 12, 2014

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

EXHIBITS: Economic Update

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 OR FINANCE:

SUMMARY STATEMENT

The City of Kerrville staff will present and update Council on a monthly basis as to the status of the City's budget and current economic trends affecting the City.

RECOMMENDED ACTION

No action required information purposes only.

City of Kerrville

Month ending January 31, 2014

(Month 4 of FY14 Budget)

		Current Month	Year To-Date	% (33.33) to Budget	Prior Year To-Date
General Fund					
Total Revenues		$4,610,584	$11,414,563	51.81%	$10,823,312
	Sales tax	$459,571	$1,839,878	33.45%	$1,719,874
	Property tax	$3,334,103	$6,945,616	82.93%	$6,624,297
Total Expenditures		$1,580,461	$6,603,555	31.20%	$6,550,336
Water and Sewer Fund					
Total Revenues		$732,191	$2,895,779	27.61%	$3,038,401
	Water Sales	$303,611	$1,467,651	28.84%	$1,644,360
	Sewer Service	$310,008	$1,275,074	33.38%	$1,157,743
Expenditures		$661,869	$2,743,407	27.51%	$2,659,760
Hotel/Motel:					
Revenues		$51,731	$285,286	33.17%	$277,901
Expenditures		$1,500	$431,543	50.24%	$412,500

Unemployment: December 2013		**Consumer confidence:**		
National	6.6%	National	80.7	up 38.2 over January 2013
Texas	6.0%	Texas	94.2	down 1.2% compared to January 2013
Local	4.9%			(Sources: State Comptroller/WorkforceAlamo)

Housing:

Statewide:

Building permits issued single family housing (December increased 13.9% compared to 2012)

Sales of existing single family house (December increased 10.8% compared 2012)

Median sale price for existing single family (December increased 8.2% compared to 2012)

(Source: State Comptroller)

Local:

Permits Issued for New Residence

Oct - Jan 2013 - 10

Oct - Jan 2014 - 15

Agenda Item:

8A. Appointment to the Building Board of Adjustments and Appeals. (staff)

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Appointment to the Building Board of Adjustments and Appeals

FOR AGENDA OF: February 25, 2014 **DATE SUBMITTED:** February 11, 2014

SUBMITTED BY: Brenda Craig BC
City Secretary

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

SUMMARY STATEMENT

Consider appointment to the following board:

Building Board of Adjustment and Appeals: One position for an architect, which expired on August 31, 2013.

RECOMMENDED ACTION

Consider appointment.

BUILDING BOARD OF ADJUSTMENT AND APPEALS

		Telephone	Orig. Appt.	Re-Appt. Date	Exp. Date
i	Vacant Architect				08-31-13
ii	HEWITT, JOHN 100 Horseshoe Ridge Professional Engineer	315-8800 (O) 257-2149 (H)	08-23-11	12-10-13	08-31-15
iii	LUCK, CALVIN 1200 Spur 100 Master Electrician	830-928-1459 (O) 896-9333 (H)	09-14-10	09-11-12	08-31-14
iv	TREMPER II, CHARLES 702 Fay Dr. Master Plumber	739-4194 (O) 730-4194 (H)	09-14-10	09-11-12	08-31-14
v	UNDERWOOD, LEE 807 Rim Rock S. Mechanical Contractor	896-4083 (O) 896-4083 (H)	09-14-10	09-11-12	08-31-14
vi	BLEDSOE, KENNETH 1308 Paragon Place Contractor	377-8300 (O) 896-8845 (H)	09-14-10	12-10-13	08-31-15
vii	DOWNEY, DWAYNE 737 Rim Rock Road Active Construction Industry	257-1770 (O) 377-2087 (H)	09-14-10	12-10-13	08-31-15
	ALTERNATES:				
(*)	LOWERY, DANIEL 512 Elm St.	739-7876 (O) 896-1804 (H)	09-14-10	09-11-12	08-31-14
(*)	PRIOUR, JOHN 132 Cedar Drive E.	792-5900 (O) 739-5900 (H)	09-14-10	12-10-13	08-31-15

CITY STAFF:

Danny Batts 258-1178 (O)
Director of Building Svcs.

Qualifications: Members shall be composed of the following:

- i an architect licensed to practice in the state;
- ii a professional engineer licensed to practice in the state;
- iii a master electrician licensed to practice in the state;
- iv an unrestricted master plumber licensed to practice in the state;
- v a mechanical contractor with a Class A state license;
- vi a person licensed by the city as a contractor;
- vii a person that is active in the construction industry; provided, however, if the city council determines that there is no architect or professional engineer available to serve on the board, then council shall select a second person meeting this description to serve.

Alternate board members shall attend all meetings and are subject to the attendance requirement applicable to the board; however, alternate members shall serve only in the absence of one or more regular members and shall then act as a regular member for that entire meeting. Members shall be residents of the county and operate or be employed by a business located within the city; however, no two (2) members, regular or alternate, may be employed by or have an ownership interest in the same business or firm.

Powers and Duties: (1) To hear appeals of decisions and interpretations of the chief building official and fire code official and to consider variances to the standardized building codes as more specifically described in Sec. 26-251 of Ordinance No. 2010-15. No appeal may arise out of the city's issuance of citation for violation of any of the standardized building codes as the procedure for the consideration and decision regarding citations is solely under the purview and authority of the municipal court. In addition, the board shall have no authority to waive, and is prohibited from waiving, any requirement of the standardized building codes; and
(2) Recommend amendments to this chapter; any standardized building code adopted by the city council; or any other code, application, or process applicable to the city's review, application, interpretation, and enforcement of the standardized building codes with the goal toward addressing any deficiencies, voids, inconsistencies, inefficiencies, or technical errors; and
(3) To hear appeals, issue orders, and fulfill other duties pursuant to the authority established in Article VII of this Chapter for unsafe building abatement.

Term of Office: Two years. No regular member shall serve more than two consecutive full terms on the board without having at least one full year off of the board between terms; provided, however, if the city council finds that it has not received applications from other qualified candidates, the city council may reappoint an incumbent member of the board notwithstanding the restrictions of this subsection.

Quorum: Four members

Number of Members: Seven members, and two alternates

Officers: The board shall elect a chair and vice-chair who shall be appointed from among its voting members. The board shall appoint such officers at the first meeting of the board held after September 1 of each year. Officers shall serve a term of one year and all such terms shall end on August 31 after the date of election or until a successor is elected, but in every case each subsequent term shall end on August 31. An officer of the board may not serve in the office elected for more than two consecutive terms.

Meeting Time & Place: At least quarterly at the call of the chair, City Hall

Absences: As established in the Procedural Rules for Kerrville City Boards.

Established by: Ordinance No. 2010-15

Revised: December 16, 2013

(*) alternate members shall be qualified as one of the following: master electrician, master plumber or mechanical contractor.