

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, SEPTEMBER 9, 2014, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, SEPTEMBER 9, 2014, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION by K. Dwight Foster, Pastor for Calvary Baptist Church.

PLEDGE OF ALLEGIANCE TO THE FLAG

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. CONSENT AGENDA:

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

2A. Minutes of the City Council regular meeting held August 12, 2014. (staff)

2B. Ratification of an emergency expenditures in the amount of \$52,136.00 made in accordance with state law and City policy for necessary repairs to the City's Aquifer Storage Recovery Well No. 1. (staff)

2C. Agreement between the City of Kerrville, Texas and the Kerrville Convention and Visitors Bureau, Inc. for the use of hotel occupancy tax funds for purchase, installation, and operation of digital sign in the CVB office parking lot to promote tourism. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time, September 5, 2014 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

2D. Purchase of Tymco street sweeper through Buy Board, in the amount of \$199,755.00. (staff)

2E. Economic development grant agreement between Hill Country District Junior Livestock Show Association (HCDJLSA) and the City of Kerrville, Texas Economic Improvement Corporation (arena and pens) in the amount of \$35,588. (staff)

2F. Project funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas for improvements to the City's Louise Hays and Lehmann & Monroe Parks in an amount not to exceed \$600,000.00. (staff)

2G. Resolution No. 30-2014 amending the City of Kerrville fee schedule by revising fees charged for various services and uses provided or offered by the City. (staff)

2H. Professional services agreement with Freese and Nichols, Inc. for design of a river trail along the north side of the Guadalupe River from the Riverside Nature Center to the west property line of the City's Lowry Park located on Guadalupe Street, in an amount not to exceed \$67,000.00. (staff)

2I. Professional services agreement with Freese and Nichols, Inc. for a routing study and topographic survey for a river trail along the north side of the Guadalupe River from Lowry Park to Guadalupe Park, in an amount not to exceed \$75,000.00. (staff)

2J. Request for proposals (RFP) for bank depository contract. (staff)

2K. Construction contract with Alsay Inc. for completion of the Aquifer Storage Recovery Well No. 3 in an amount not to exceed \$120,040.00 and execution of additional change orders as necessary not to exceed a total contract amount of \$138,046.00. (staff)

END OF CONSENT AGENDA

3. PUBLIC HEARING:

3A. Second public hearing to set the 2014 ad valorem tax rate. (staff)

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Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

4. ORDINANCES, FIRST READING:

4A. Ordinance No. 2014-15, adopting the annual budget for the City of Kerrville, Texas, Fiscal Year 2015; providing appropriations for each City department and fund; containing a cumulative clause; and containing a savings and severability clause. (staff)

4B. Ordinance No. 2014-16 levying an ad valorem tax for the use and the support of the municipal government for the City of Kerrville, Texas, for the Fiscal Year 2015; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. (staff)

5. ORDINANCES, SECOND AND FINAL READING:

5A. Ordinance No. 2014-18 repealing Ordinance No. 2003-16 and creating a new "Planned Development District" for Personal Services I (beauty parlor/barber shop) on Lots 15 and 16, Block 16, Westland Place subdivision, City of Kerrville, Texas, and more commonly known as 401 W. Water Street; adopting a site plan for said Planned Development District; making said district subject to certain conditions and restrictions; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed two thousand dollars (\$2,000.00); and ordering publication. (staff)

5B. Ordinance No. 2014-19 amending the City's "Zoning Code" by amending Article 11-I-18 "Special Screening Regulations" to change some screening requirements applicable to properties with commercial uses located adjacent to properties with residential land uses; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (staff)

6. CONSIDERATION AND POSSIBLE ACTION:

6A Resolution No. 21-2014 providing for the City's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2015 budget. (staff)

6B. Establish legislative priorities for the City of Kerrville for the Texas 84th Legislative Session and for the 114th US Congress. (staff)

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

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Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

7. ITEMS FOR FUTURE AGENDAS

8. 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.

9. EXECUTIVE SESSION:

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

Sections 551.071 and 551.072:

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

- River trail.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

11. ADJOURNMENT.

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

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Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Minutes of the City Council regular meeting held August 12, 201. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
AUGUST 12, 2014

On August 12, 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 Linda Harper, President of Aglow International, followed by the Pledge of Allegiance led by Assistant Police Chief David Knight.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT:

Gene Allen	Mayor Pro Tem
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CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias Day	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
David Knight	Assistant Police Chief
Kim Meismer	Director of General Operations
Stuart Barron	Director of Public Works

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

1. **VISITORS/CITIZENS FORUM:** No one spoke.

2. **PRESENTATIONS AND RECOGNITIONS:**

2A. Upper Guadalupe River Authority appreciation of the City of Kerrville for contributions to the 11th Annual River Clean Up.

Tara Bushnoe, UGRA Natural Resource Coordinator, stated appreciation to the city for providing several staff members to help with the river cleanup and paying landfill fees. She noted that 312 volunteers participated and 6,800 pounds of trash were removed.

2B. Recognition of Jeff Wendling's career in service to the citizens of the City of Kerrville and the State of Texas. Presented by Mayor Pratt.

3. **CONSENT AGENDA:**

Mr. Conklin moved to approve consent agenda items 3A through 3E; Mr. Stork seconded the motion, and it passed 4-0:

- 3A. Minutes of the employee benefits trust meeting held July 22, 2014, and city council special meeting held July 11, 2014.
- 3B. Resolution No. 24-2014 finding that proposed rules by the Texas Railroad Commission are against the public interest and would harm the city's ability to protect local gas utility customers; and authorizing the mayor and city manager to take action to challenge the proposed rules.
- 3C. Contract with Texas Scenic Company, Inc. for the Cailloux Theater lighting project in an amount not to exceed \$102,870.00.
- 3D. Brokerage agreement for sale of 800 Junction Highway (former city hall site).
- 3E. Professional services agreement with LNV Engineering for preliminary assessment for the expansion of the city's landfill.

END OF CONSENT AGENDA

4. ORDINANCE, FIRST READING

4A. Ordinance No. 2014-17 amending the budget for fiscal year 2014 by allocating revenue from the city's collection of hotel occupancy tax (HOT) for the cost of an advertising sign for use by the Convention and Visitors Bureau (CVB) and allocating unanticipated revenue for the purchase of a street sweeper.

Mayor Pratt read the ordinance by title only.

Mr. Parton proposed to amend the budget to: 1) Allocate \$60,000 of HOT funds to the CVB to purchase a message board sign to be installed at the CVB center; and 2) Allocate additional sales tax funds to purchase a new street sweeper. He noted the CVB sign would also announce community events and could be used to generate revenue for CVB from advertisements, those funds would be used for CVB functions and marketing. The replacement street sweeper would also spray herbicide and maintain curbs; life expectancy of the equipment was 15-20 years.

Mr. Conklin moved to approve Ordinance No. 2014-17 on first reading; Ms. Keeble seconded the motion and it passed 4-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A Resolution No. 21-2014 providing for the city's approval or disapproval of the Kerr Central Appraisal District's (KCAD) fiscal year 2015 budget.

Mr. Parton noted the deadline for the city to approve or disapprove the KCAD FY2015 budget was September 15; non response was deemed as approval. The city's pro rata share was \$130,184 based on the number of parcels within the city's jurisdiction.

Mayor Pratt noted the city had submitted a list of questions to KCAD, and in his opinion, the city did not receive answers to the questions, only referrals to the Eagle Appraisal contract. He stated disappointment that the chief appraiser was not present to present his budget and answer questions.

Justin MacDonald, the city's representative on the KCAD Board of Directors, stated he did not disagree that the answers provided were insufficient and he had discussed this with the chief appraiser.

Items regarding the KCAD budget were discussed with Mr. MacDonald:

- What was the remaining value of the Eagle contract? (JM) \$8,000 per quarter for the remainder of 2014.
- How many appraisals were rendered for the \$32,000? Also, any extension beyond the contract would be at \$600 per day; based on those figures, only 53 days of appraisals were done for all properties throughout the county. (JM) All properties deemed to be commercial within the county were appraised; he did not know how many days the consultant was in Kerrville.
- What was Eagle's scope of services for KCAD as it pertained to the remainder of contract? Did he consider the hiring of the consultant successful? (JM) The consultant completed half of the assignment of the contract.
- Why contract with a consultant instead of hiring another appraiser? (JM) A consultant had expertise and experience in appraisal of commercial property.
- The cost of living adjustment of 1.5% was reasonable.
- In 2013 council discussed customer service issues with regard to KCAD staff; council expressed continued concern and disappointment with how KCAD staff treated people, especially during a recent meeting with downtown business owners; also, one councilmember had personally received misinformation. Taxpayers paid the salaries of the KCAD employees and should be treated with respect. (JM) Customer service was the reason he volunteered to serve as the city's representative on KCAD and all citizens should be treated professionally.
- Under Sections 1.03A and 201B and C of the Eagle contract, the consultant was required to submit a report on how they use the data; council requested a copy of that report. (JM) The report would be provided to the council if it was not restricted information.

Mayor Pratt requested the item be rescheduled to a future meeting until answers were received to the list of questions or until the chief appraiser could be available to answer questions. There was no objection from any councilmember.

5B. Resolution No. 23-2014 setting forth the ad valorem (property) tax rate to be considered for adoption for the 2014 tax year; calling two public hearings prior to the adoption of said rate; and calling a public hearing prior to the adoption of the fiscal year 2015 budget as required by both the city's charter and state law.

Mr. Parton noted the resolution would establish the ad valorem tax rate ceiling to be no higher than \$.5625 per \$100 of valuation, the same rate as the past six years, and call two public hearings on the tax rate. The preliminary certified appraisal roll estimated an additional \$70 million value through reappraisals and property added to the tax roll; due to the increase, the effective tax rate was \$.539658, or 4.23% less than the current tax rate. If the city maintained the current tax rate, it would net an additional \$270,000 to the maintenance and operation budget; however, this may be adjusted downward as some appraisals were still being contested. The 2015 budget anticipated a 1.5% increase in tax levy. Two public hearings on the tax rate would be held on August 26 and September 9, with the ordinance to set the tax rate on September 9 and September 18.

Councilmembers discussed the following:

- Keep the current tax rate; the city can better serve citizens, and it could improve the city's bond rating and decrease the interest rate on a future bond.
- Keeping the same tax rate would raise almost \$300,000 more, so in effect it would raise taxes. City should make tougher budget decisions and keep the spending level the same or lower than last year; lower the rate to somewhere between the current and the effective tax rate.
- Kerr County kept their same rate and raised an additional \$600,000.
- The past several years the city decreased services, delayed infrastructure repairs, and used reserve funds to keep taxes down during hard economic times; if keep the same tax rate could begin to provide services that had been cut and work on infrastructure and streets.
- If council decreased the tax rate this year, then council would have to increase the tax rate again in the future to raise the same amount.
- Fiscally responsible; lower the rate now and raise it when you have to.
- KCAD was undergoing many protests now, so the increase would probably be less than anticipated.
- Funds raised were not wasted; things in the budget were badly needed, in particular streets and parks maintenance crews that had been cut several years ago. The council was being responsive to citizens' demands.

Mr. Stork moved to set the tax rate at \$.559; the motion died for lack of a second.

Mr. Conklin moved to maintain the same tax rate at \$.5625; Mr. Pratt seconded the motion; the motion tied 2-2 with Councilmembers Conklin and Pratt voting in favor of the motion and Councilmembers Keeble and Stork voting against the motion.

Mr. Hayes noted the resolution only set a maximum threshold and ordered that public hearings be scheduled. At a future meeting, council will adopt an ordinance setting the exact tax rate for 2014; council could set a rate lower, but could not set a rate above the threshold set in the proposed resolution.

Mr. Conklin moved to approve Resolution No. 23-2014 setting the ad valorem tax rate for the 2014 tax rate at maximum threshold to be considered at \$.5625 per \$100 valuation for the 2015 budget. Mr. Stork seconded the motion and it passed 3 to 1 with Councilmembers Conklin, Stork, and Pratt voting in favor of the motion and Councilmember Keeble voting against the motion.

The following person spoke:

- Carolyn Lipscomb asked what percentage of the budget was the additional \$300,000 if the tax rate remained the same. She noted the city had a street master plan and many streets were in need of repair and the city was falling further behind; if neglected, the streets would have to be totally reconstructed at a higher cost than chip seal. Expenses would continue to rise due to inflation; do not keep pushing streets to the future. KCAD should issue fair appraisals and the

city should keep the rate the same. Mr. Parton noted the percentage to the budget was about 4%. The city was developing a plan that would create programs that would be sustainable on a pay-as-you-go plan. If economic conditions continued to improve, he anticipated a reduction in the tax rate in future years.

5C. City of Kerrville fiscal year 2015 budget.

If the city maintained the current tax rate of \$.5625, it would net an additional \$270,000 for the 2015 budget; Mr. Parton recommended the increased revenue be allocated as follows:

1. Additional three personnel for the street and drainage crew, \$127,000; this would help achieve the city's objective of 85% of street infrastructure be within 15 year rehabilitation benchmark.
2. Additional allocation to Playhouse 2000 to cover monthly utility expenses at the Cailloux Theater, \$20,000; Playhouse 2000 currently pays half the expenses from their operational funds; estimate \$270,000-300,000 annually to operate the facility.
3. Replacement of 5 or 6 city vehicles with balance of revenues; 10 vehicles are over 14 years old; vehicle maintenance expense high.

If the tax rate is cut to the effective tax rate, he would recommend not purchasing replacement vehicles. If additional revenue comes in above projections, those funds could be used for programs or put into the reserve fund. The city also had significant deferred building issues.

Mr. Parton noted the city's capital and infrastructure needs far exceed the estimated additional \$270,000; many items were put on hold during economic down turn. The previous plan was to sell debt to fund street reconstruction and some capital projects; however, the city has moved to pay-as-you-go financing.

The council discussed decreasing the tax rate and focusing efforts on increasing sales tax; should not find ways to spend additional funds.

Mr. Conklin moved to approve amending the draft budget by including the three items presented. Mr. Stork seconded the motion and the motion passed 3-1 with Councilmembers Conklin, Stork, and Pratt voting in favor of the motion, and Councilmember Keeble voting against the motion.

5D. Kerr County proposal for joint funding of Kerr County Environmental Services Department and full library services.

Mr. Parton noted a proposal for library service for county residents outside the city had been received from Kerr County Judge Pollard offering two options:

1. The county fund 100% of environmental services (included animal control and septic systems) for city citizens, and the city fund 100% of library services for all residents of Kerr County.
2. The city and county jointly fund county environmental services, and the county fund \$200,000 annually for library services for county residents who live outside the city.

Mr. Parton noted that the city had very little need for septic system services as there were few in the city, and any such service would be paid by the property owner requesting the service, not the city. The county collected fees for animal control services; in addition, the city paid all of the costs associated with picking up and disposing of dead animals since the county did not provide such service. The city was paying all of the cost of providing library services. The FY2015 library budget was \$700,000 at the current staffing level; to expand library services to serve additional patrons, one more staff person would have to be added to the budget at an estimated cost of \$45,000. He recommended the city council not accept either option.

Council also discussed the following:

- The county should provide animal control services to all of their citizens equally, including those who live inside the city.
- The library staff was cut and services reduced when the county declined to participate in funding last year; to add additional staff now would be an added cost to the city; in the past county residents amounted to one-third of the patron count and one-half of the circulation services at the library.
- City citizens paid taxes to the county at the same tax rate as county citizens who live outside the city; therefore, city residents were already paying their fair share for environmental health and animal control services; the county was asking the city to trade for something the citizens were already paying for.
- Regarding a proposal that the county pay for a set number of county citizens to use the library, the city would not decide which county citizens were funded by the county and could use the library and who could not. The county should fund services for all county residents outside the city, not just a certain number.
- The county already charged county residents for septic system services and animal control services, whether in city or out of city. City citizens were also paying for dead animal pick up and disposal.

Mr. Stork moved to reject both proposals; Ms. Keeble seconded the motion and it passed 4-0.

5E. Phase 1 of the Community Branding project.

Clint Morris, president of Allera Group, presented Phase I of a community branding project as initiated by the chamber of commerce. He discussed 11 core value statements that represented the community's qualities, and the messages that would be derived from those statements.

Council suggested including statements regarding Kerrville's professional emergency medical service and Kerrville's unique quality of life.

Mr. Stork moved to approve phase I of branding project; Ms. Keeble seconded the motion and it passed 4-0.

6. ITEMS FOR FUTURE AGENDAS: None.

7. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Stage 2 water restrictions go into effect at midnight.
- Yard waste pick up was the third week of every month on the same day as regular trash pickup.
- Kids Triathlon would be held on August 16; swim, bike and run event at Singing Winds Park.
- Wet and Wag event, August 16, 4:30-7:00 p.m. at the Olympic Pool, opportunity for owners and dogs to swim together before the pool closed for the season.
- Kerrville Triathlon will be held September 26-28.

8. EXECUTIVE SESSION:

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

Sections 551.071 and 551.072:

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

- River trail.

At 7:25 p.m. the regular meeting recessed and council went into executive closed session at 7:28 p.m. At 8:10 p.m. the executive closed session recessed and council returned to open session at 8:10 p.m. The mayor announced that no action had been taken in executive session.

9. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

No action taken during open session.

ADJOURNMENT. The meeting adjourned at 8:10 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

2B. Ratification of an emergency expenditures in the amount of \$52,136.00 made in accordance with state law and City policy for necessary repairs to the City's Aquifer Storage Recovery Well No. 1. (staff)

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

SUBJECT: Ratification of emergency purchase and repair to ASR I

FOR AGENDA OF: 9/9/14

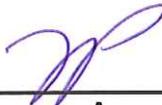
DATE SUBMITTED: 8/29/14

SUBMITTED BY: Stuart Barron
Director of Public Works

CLEARANCES: Kristine Day *AD*
Deputy City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$ 52,136.00	\$	\$ 147,882.00	02-882-210

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

On June 9, 2014 ASR well one stopped pumping water. City staff determined the problem was electrical in nature and somewhere down hole. Water Well Services was dispatched to evaluate the problem and pull the well if necessary. On June 19th WWS pulled the well and found the electrical wires had a hole in the insulation and had shorted to the well casing. The short circuit also caused electrical components within the pump to burn up.

WWS worked to replace the down hole electrical wiring, 150 horsepower submersible motor in the fastest time possible. The total cost for their services was \$52,136.

The repair of this well falls under the Emergency Purchase of the City's purchasing policy based on 1) threat to the health and safety of the public and 2) unforeseen damage to City property. Under the City's current purchasing policy, emergency purchases do not require competitive bidding.

RECOMMENDED ACTION

Ratify this Emergency Purchase

Agenda Item:

2C. Agreement between the City of Kerrville, Texas and the Kerrville Convention and Visitors Bureau, Inc. for the use of hotel occupancy tax funds for purchase, installation, and operation of digital sign in the CVB office parking lot to promote tourism. (staff)

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

SUBJECT: Agreement between the City of Kerrville, Texas and the Kerrville Convention and Visitors Bureau, Inc. for use of Hotel Occupancy Tax funds for purchase, installation, and operation of digital sign in CVB office parking lot to promote tourism.

FOR AGENDA OF: September 9, 2014

DATE SUBMITTED: August 28, 2014

SUBMITTED BY: Sandra Yarbrough
Director of Finance



CLEARANCES: Todd Parton
City Manager

EXHIBITS: Agreement with Kerrville CVB

APPROVED FOR SUBMITTAL BY CITY MANAGER:



Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$60,000.00	\$60,000.00	\$60,000.00	20-800-410

APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE:

SUMMARY STATEMENT

In consideration of KCVB promoting the City of Kerrville and fulfilling the requirements specified below in support of the Committee and its purposes, the City will pay KCVB the sum of SIXTY THOUSAND AND NO/100TH DOLLARS (\$60,000) per terms of this Agreement, such funds to come from the City's receipt of hotel occupancy tax revenues.

Kerrville Convention and Visitors Bureau must use the funding it receives from City under this Agreement for the sole purpose of purchasing, installing, and operating a digital sign in the CVB office parking lot to promote tourism.

RECOMMENDED ACTION

Staff recommends that the City Council authorize the City Manager to enter into the agreement with Kerrville's Convention and Visitors Bureau.

**AGREEMENT BETWEEN CITY OF KERRVILLE AND
KERRVILLE CONVENTION & VISITORS BUREAU, INC.
FOR USE OF HOTEL OCCUPANCY TAX FUNDS**

THIS AGREEMENT made and entered into this ____ day of _____, 2014, between the City of Kerrville, Texas ("City"), a home rule municipal corporation, and the Kerrville Convention & Visitors Bureau, Inc. ("CVB"), a Texas non-profit corporation.

WITNESSETH:

WHEREAS, the City levies a tax within the City and its extraterritorial jurisdiction upon the occupancy of any room or space furnished by any hotel or motel and, pursuant to the provisions of Chapter 351 of the Texas Tax Code, disperses the proceeds of said tax to various organizations for their use pursuant to Chapter 351; and

WHEREAS, CVB undertakes various activities for the promotion of tourism and the convention and hotel industry in an effort to attract tourists and convention delegates to the Kerrville area; and

WHEREAS, CVB seeks to purchase, install, and operate an electronic digital sign on property that it leases for its visitor information center so as to provide information and attract visitors to remain in the Kerrville area; and

WHEREAS, pursuant to a lease, CVB has the authority to install an electronic digital sign on the leased property and may retain ownership of and remove the sign where the lease terminates; and

WHEREAS, CVB intends to complete the work before January 1, 2015; and

WHEREAS, the parties desire to combine their efforts for the purpose of attracting tourists to the City so as to promote tourism and the hotel industry in the City;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each party, as well as to the citizens of the City of Kerrville, Texas, the parties have agreed and do hereby agree as follows:

ARTICLE I

City grants CVB an amount not to exceed \$60,000.00 from revenues that City receives pursuant to its imposition of the tax authorized by Chapter 351 of the Texas Tax Code. CVB shall use the funding for the purchase and installation of an electronic digital sign, with the scope and budget of this project shown in **Exhibit A**, which is attached hereto and included herein for all purposes (the "Project"). CVB shall not substantively alter said descriptions and depictions of the Project in any respect without the prior written approval of the City Manager.

ARTICLE II

City shall administer the grant on a reimbursable basis. Prior to any payment from City, CVB must first submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval. Following each submission and verification thereof, which may include on-site inspections to confirm the status of the Project, City will reimburse CVB for those costs eligible for reimbursement in accordance with state law.

ARTICLE III

CVB understands that the funds paid to it by City are derived from tax revenues collected under the City's Hotel Occupancy Tax Ordinance and that the City has estimated the tax revenues to be collected during the term of this Agreement in its budget for the fiscal year 2014-2015. CVB further understands, acknowledges, and agrees that if the tax revenues actually collected by the City are less than the estimated tax revenues to be collected during the City's fiscal year 2014-2015, City will be under no obligation to reimburse CVB for the full amount set forth in Article I, above.

ARTICLE IV

The term of this Agreement is for a period beginning on September 10, 2014, and ending upon the completion of the Project or January 1, 2015, whichever occurs first.

ARTICLE V

CVB shall maintain books of account with correct entries of all expenditures that are made according to the terms of this Agreement and of funds allocated from other sources. Any and all books of account of CVB must be at all times open to the inspection of City or any of its officers or duly authorized agents. Upon such inspection, City, its officers, or agents must be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including statements of account relating to the disposition of funds provided by City under this Agreement and funds allocated from other sources. CVB shall maintain these books of account in Kerr County for a period of three (3) years following the date that this Agreement terminates. Notwithstanding Article II, above, City is under no obligation to make any reimbursements if the reports required by this Article V are not delivered to City.

ARTICLE VI

Not later than January 16, 2015, CVB shall provide to the City Manager a written report with respect to the Project and may be asked to present the report to City Council during one of its meetings.

ARTICLE VII

This Agreement does not create any joint venture, partnership, or agency relationship between City and CVB, it being the intent of the parties that CVB will at all times be and operate hereunder as an independent contractor. CVB has exclusive control of, and the exclusive right to

control the details of the work to be performed hereunder and all personnel performing same, and is solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event will any person participating in or performing any of CVB's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

ARTICLE VIII

In the event of any default by CVB hereunder, including the use of the funds provided herein for purposes other than those stated in Article I, above, City may immediately cease all future payments hereunder and terminate this Agreement. In addition, CVB shall, at City's request, immediately refund to City funds that are not spent in accordance with this Agreement and any unspent and unobligated funds previously paid to CVB.

ARTICLE IX

CVB shall assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work or in the performance of services performed and to be performed hereunder. **CVB covenants and agrees to, and does hereby indemnify, defend, and hold harmless the City and all its officers, agents, and employees** from all suits, actions, claims, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any intentional or negligent act, omission, or conduct of CVB, its agents, servants or employees.

ARTICLE X

This Agreement may only be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE XI

CVB shall adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and shall maintain in effect during the term of this Agreement any and all federal, state and local licenses and permits which may be required of CVB.

ARTICLE XII

CVB may not assign this Agreement without the written consent of the City Manager.

ARTICLE XIII

The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

ARTICLE XIV

The obligations of the parties to this Agreement are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Kerr County, Texas.

ARTICLE XV

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

ARTICLE XVI

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

ARTICLE XVII

Neither City nor CVB shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of City or CVB except as herein provided, and which by the exercise of due diligence City or CVB is unable, wholly or in part, to prevent or overcome.

ARTICLE XVIII

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

SIGNED AND AGREED by City and CVB on the dates indicated below.

CITY OF KERRVILLE, TEXAS

**KERRVILLE CONVENTION
& VISITORS BUREAU, INC.**

By: _____
Todd Parton, City Manager

By: _____
Charlie McIlvain, Executive Director

_____, 2014
Date

_____, 2014
Date

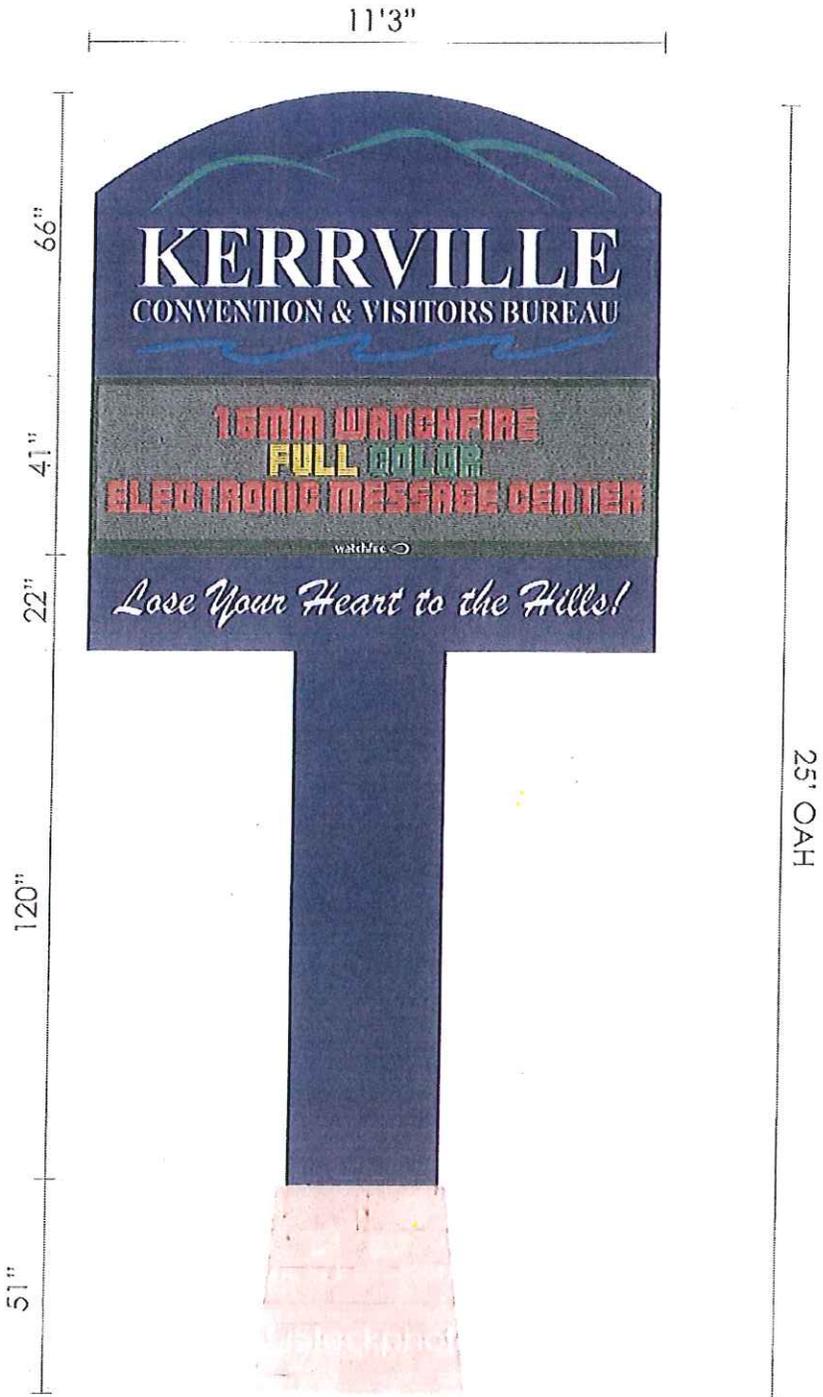
ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM: _____

Michael C. Hayes, City Attorney

T:\Legal\FINANCE\Hotel Occupancy Tax (HOT)\Contracts\CVB Sign project_090314.docx



All sign, logo and designs produced remain the property of Pro-tech Media & Marketing, LLC. until sign is paid in full by customer.

All sign projects performed by Pro-Tech require a 50% deposit for work to begin or material to be ordered. All signs and structures sold and/or installed by Pro-Tech remain 100% property of Pro-Tech until final balance is paid in full.

*Regulated by the Texas Dept. of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 - Tel:(512)463-6599, Toll Free (in Texas): 800-803-9202 Online-
<http://www.license.state.tx.us/Complaints>* (Ref: 1305).

To make this quotation and order please inspect proof for color, spelling, size and shape. If everything is approved please sign below



1684 Junction Hwy. Kerrville, Texas 78028
 T: 830.895.4900 F: 210.679.6825

Client: Kerrville Convention & Visitors Bureau	Date: 7-2-14
Location: Kerrville, Texas	Page: 1 of 4
Approval:	Name: Charlie McIvain
Total Cost: \$63,950.00	Phone: 830-792-3535

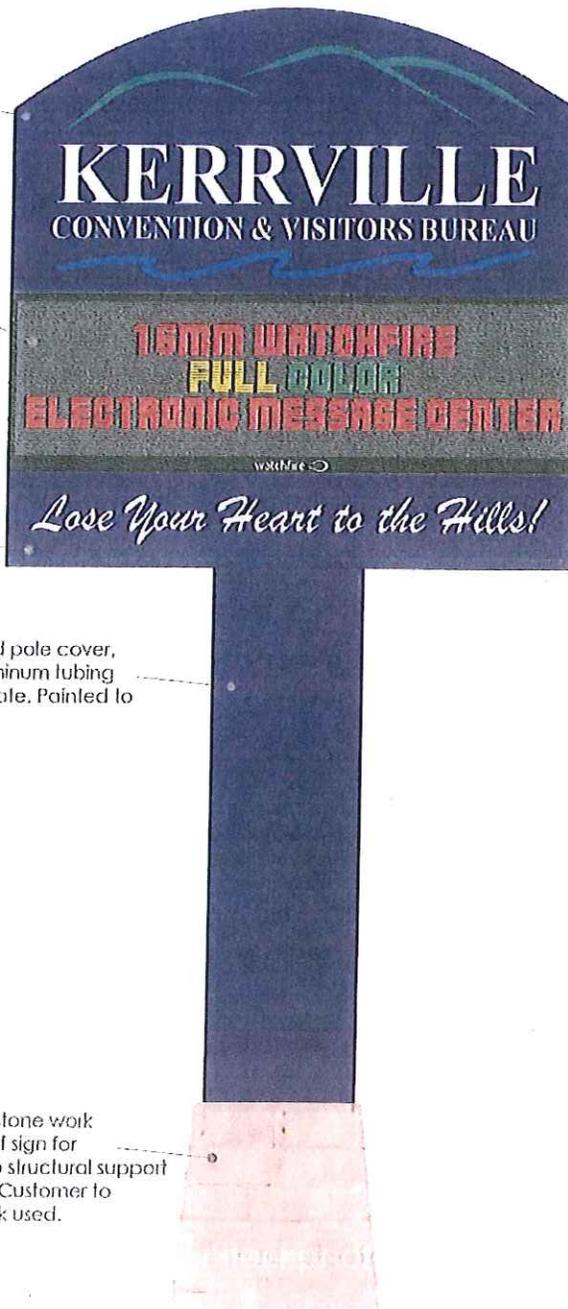
1/8" thick aluminum plate
cnc lazer cut to shape and
cut logo and lettering out,
acrylic backer with translucent
vinyl, entire cabinet to be back
lit using fluorescent lamps. Cabinet
to be painted with Matthews
satin finish paint color TBD

Watchfire, 16mm, RGB Electronic
Message Center. Unit will come
with all necessary installation
hardware, operating software
and wireless communication
radios and transmitters.

1/8" thick aluminum plate
cnc lazer cut to shape and
cut logo and lettering out,
acrylic backer with translucent
vinyl, entire cabinet to be back
lit using fluorescent lamps.

Aluminum constructed pole cover,
fabricated out of aluminum tubing
and 1/8" aluminum plate. Painted to
match color TBD.

Hill country native rock/stone work
to be installed at base of sign for
asthetic reasons only, no structural support
will be gained from this. Customer to
approve the type of rock used.



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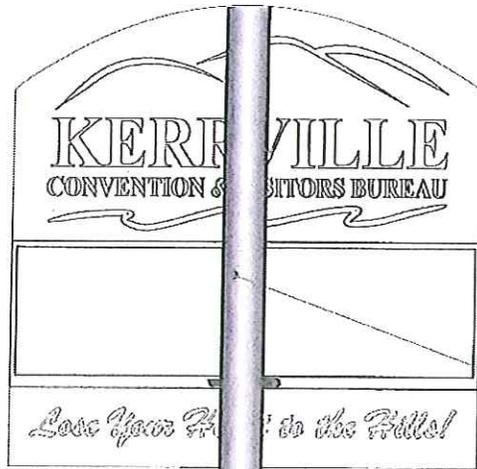
*Regulated by the Texas Dept. of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 - Tel:(512)463-6599, Toll Free (in Texas): 800-803-9202 Online-
<http://www.license.state.tx.us/Complaints>" (Ref: 1305).

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1684 Junction Hwy, Kerrville, Texas 78028
T: 830.895.4000 F: 210.579.6825

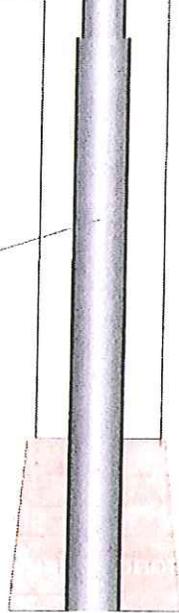
Client: Kerrville Convention & Visitors Bureau	Date: 7-2-14
Location: Kerrville, Texas	Page: 2 of 4
Approval:	Name: Charlie McIlvain
Total Cost: \$63,950.00	Phone: 830-792-3535



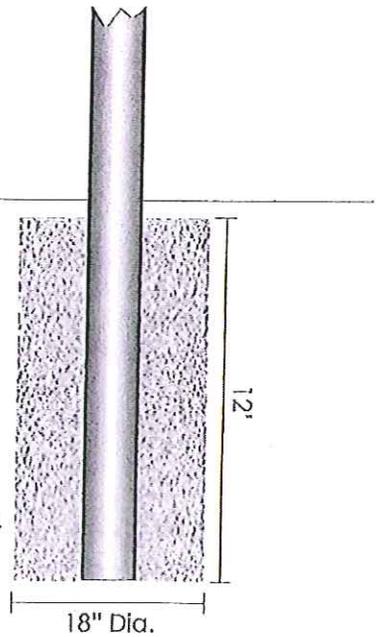
10" Sch. 40 steel support pole, to be welded as extension of 12" pipe and flow thru sign cabinets for support.

12" Sch. 40 steel support pole, to be direct buried in ground and cemented. see footer drawings for specs.

Footer/Foundation Notes:



Grade level



Foundation will consist of a 18" diameter hole drilled 12' into ground. 12" steel pole will be inserted and cemented into the hole.

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1684 Junction Hwy, Kerrville, Texas 78028
T: 830.895.4900 F: 210.579.6925

Client: Kerrville Convention & Visitors Bureau	Date: 7-2-14
Location: Kerrville, Texas	Page: 3 of 4
Approval:	Name: Charlie McIvain
Total Cost: \$63,950.00	Phone: 830-792-3535



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<http://www.license.state.tx.us/Complaints>* (Ref: 1305).

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1684 Junction Hwy, Kerrville, Texas 78028
 T: 830.895.4900 F: 210.679.6825

Client: Kerrville Convention & Visitors Bureau	Date: 7-2-14
Location: Kerrville, Texas	Page: 4 of 4
Approval:	Name: Charlie McIlvain
Total Cost: \$63,950.00	Phone: 830-792-3535

Agenda Item:

2D. Purchase of Tymco street sweeper through Buy Board, in the amount of \$199,755.00. (staff)

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

SUBJECT: Purchase of Tymco Street Sweeper through Buy Board

FOR AGENDA OF: 9/9/14

DATE SUBMITTED: 8/29/14

SUBMITTED BY: Stuart Barron
Director of Public Works

CLEARANCES: Kristine Day *KD*
Deputy City Manager

EXHIBITS: Quotation Sheet Attached

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *M*

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted	Number:
\$ 199,755.00	\$ 199,755.00	\$ 0	01-861-504

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The 2005 Elgin Pelican street sweeper has become unreliable to run on a daily basis; therefore the Street Division has been forced to abandon the *Street Sweeping Program* and sweeps only as requested. For the past two months the Street Division has been leasing a new TYMCO 600 regenerative air sweeper. TYMCO Co. has agreed to credit back our lease payment toward the purchase of the unit if we decide to do so.

With the purchase of this sweeper, the City will be able to make a renewed commitment to a scheduled *Street Sweeping Program* as well as sweeping on an as requested basis. The reintroduction of the *Street Sweeping Program* will keep the city much cleaner, reduce the amount of leaves in the street during fall, and collect large volumes of debris that would otherwise end up in the river during heavy rains. Regular sweeping also discourages the growth of grass and weeds at curbs and gutters, which can prevent pavement damage. This piece of equipment is an indispensable tool in the City's beautification efforts.

RECOMMENDED ACTION

Recommend approval of purchase for a Tymco Street Sweeper in the amount of \$199,755.00 through Buy Board.



August 28, 2014

City of Kerrville, TX
800 Junction Highway
Kerrville, TX 78028

To Whom It May Concern:

TYMCO, Inc. hereby agrees to give the City of Kerrville credit back on the rental fee for two (2) months in the amount of \$14,000.00 toward the purchase of TYMCO Model 600 Regenerative Air Sweeper, Serial No. 201405SNQ63485BAH, mounted on 2014 International 4300-M7, VIN #1HTJT SKN2EH018804.

Sincerely

TYMCO, Inc.

A handwritten signature in black ink that reads "Bobby L. Johnson". The signature is written in a cursive style.

Bobby L. Johnson
Vice President of Marketing



BuyBoard Pricing List - Contract 420-13 Oct. 1, 2013 - Sept. 30, 2014

Date: 03/10/14

Customer: City of Kerrville, TX

Person Quoting **Kaye Morgan** kaye.morgan@tymco.com

Base Model TYMCO 600 - Auxiliary Engine - John Deere 4045T (Tier 3) 4 cyl, Automatic Shutdown System, Dust Control System, Instruments in Cab, Hydraulic Tank Sight/Temperature Gauge, Dual Steering, Twin Gutter Brooms, Floodlights, Parabolic Mirrors, Pressure Bleeder, Water Fill Hose & Rack, Amber High Powered Strobe Light, Rear Mounted Alternating/Flashing Lights(2), Back-Up Alarm, Floodlights on Rear (2), Duo Skids, Rubber Lined Blower, Suction Inlet Liner, Severe Weather Wiring

Qty		Price	BB Disc. Price	Net
1	Base Model TYMCO Model 600	103,500.00	93,150.00	93,150.00
1	Abrasion Protection Package	1,200.00	1,080.00	1,080.00
	Air Purge	230.00	207.00	0.00
	Airport Runway Sweeper - HSP (High Speed Performance) System	10,375.00	9,337.50	0.00
1	Arrow Stick (Traffic Directing Light LED - SAE Class 1)	1,200.00	1,080.00	1,080.00
	Auxiliary Engine Tier iT4 (exchange with Tier 3)	15,750.00	14,175.00	0.00
	Auxiliary Hand Hose	1,350.00	1,215.00	0.00
	Auxiliary Hand Hose Nozzle Extension	600.00	540.00	0.00
1	Auxiliary Hand Hose with Hydraulic Boom Assist	4,600.00	4,140.00	4,140.00
	Auxiliary Hand Hose with Catch Basin Cleaning Package	9,000.00	8,100.00	0.00
	Auxiliary Hydraulic System	1,275.00	1,147.50	0.00
1	Broom Assist Pick-Up Head	4,800.00	4,320.00	4,320.00
	CAT 290 Water Pump (exchange)	1,150.00	1,035.00	0.00
	Compressed Natural Gas (CNG) Power Conversion	27,500.00	24,750.00	0.00
1	Dump Switch in Cab	235.00	211.50	211.50
	Dustless Sweeper Technology (DST-6)	72,500.00	65,250.00	0.00
	Engine Block Heater	235.00	211.50	0.00
1	Gutter Broom Tilt Adjuster - each side	750.00	675.00	675.00
1	Gutter Broom Variable Speed	850.00	765.00	765.00
	Gutter Broom - Drop Down (requires tilt) each	1,000.00	900.00	0.00
	Hi/Low Pressure Washdown System	1,675.00	1,507.50	0.00
1	High Capacity Dust Separator	850.00	765.00	765.00
1	High Output Water System	950.00	855.00	855.00
1	Hopper Deluge System	920.00	828.00	828.00
	Hopper Drain System	630.00	567.00	0.00
	Hopper Load Indicator	575.00	517.50	0.00
1	Hopper Screen Chip Seal/Milling	650.00	585.00	585.00
	Lateral Air Flow Nozzle	3,450.00	3,105.00	0.00
	Linear Actuator Pressure Bleeder	230.00	207.00	0.00
	Liquid Recovery System	3,650.00	3,285.00	0.00
	Liquid Recovery System Pump Kit	5,700.00	5,130.00	0.00
	Low Emissions Package	2,400.00	2,160.00	0.00
	Magnet Assembly	11,900.00	10,710.00	0.00
1	Pick-Up Head Curtain Lifter	1,750.00	1,575.00	1,575.00
	Pick-Up Head Hour Meter	285.00	256.50	0.00
	Pick-Up Head Removable Front Curtain Set	285.00	256.50	0.00
1	Reverse Pick-Up Head Chains	455.00	409.50	409.50
	Stainless Steel Hopper	18,750.00	16,875.00	0.00
	Sweeper Odometer	695.00	625.50	0.00
	2010 UD (Cabover); 32,900 GVW, Diesel, AC, Air Seats, AM/FM Stereo Radio/Ds	97,500.00	87,750.00	0.00
	2014 Freightliner M2 Diesel, LH Vertical Exhaust, Air Conditioner, Air Seats, AM/FM Radio	86,500.00	77,850.00	0.00
	2014 Freightliner M2 Chassis CNG Powered 8.9L ISL-G w/Fuel System 60 D.G.E.	157,500.00	141,750.00	0.00
	2014 International 4300M7: Diesel, Air Conditioner, Air Seats, AM/FM Stereo Radio, DS	82,500.00	74,250.00	0.00
1	2014 IH 4300M7 COMDEX: Diesel, Air Conditioner, Air Seats, AM/FM Stereo Radio, DS	87,500.00	78,750.00	78,750.00

Unpublished Options

1	A.O.D Washdown System	2,075.00	1,867.50	1,867.50
1	Camera/Monitor System - 2 cameras	2,900.00	2,610.00	2,610.00
1	(2) 12" Parabolic Mirrors	125.00	112.50	112.50
1	Air Dryer	925.00	832.50	832.50
1	Freight/PDI/Inservice	1,800.00	1,620.00	1,620.00
1	Spare Parts Package - Gutter Brooms/Curtains	3,915.00	3,523.50	3,523.50
			0.00	0.00
			0.00	0.00
TOTAL:				199,755.00

Requested by: _____

Approved by: _____

Agenda Item:

2E. Economic development grant agreement between Hill Country District Junior Livestock Show Association (HCDJLSA) and the City of Kerrville, Texas Economic Improvement Corporation (arena and pens) in the amount of \$35,588.
(staff)

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

SUBJECT: Approval of a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation, and the Hill Country District Junior Livestock Show Association, Inc. in an amount not to exceed \$35,588

FOR AGENDA OF: September 9, 2014 **DATE SUBMITTED:** August 29, 2014

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

EXHIBITS: Funding Agreement

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

On July 28, 2014 the Economic Improvement Corporation (EIC) considered an application from the Hill Country District Junior Livestock Show Association, Inc. (HCDJLSA) in the amount of \$35,888. This funding request is to complete the arenas and pens in the Youth Exhibition Center. The project includes 69 panels, both tall for cattle and short for sheep and goats, 37 gates, connecting posts, and rails. The arenas are portable and able to be put together and dismantled easily. The HCDJLSA has already spent \$343,361 to refit the entire facility with new pens and a new swine area. The last phase of the project is to rebuild the arenas for the sheep, goats, and cattle. Staff was directed to prepare a funding agreement.

At its meeting of August 25, 2014, the EIC held a public hearing and approved the attached funding agreement. The final step in this process is Council consideration and approval.

RECOMMENDED ACTION

City staff recommends approval of a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation, and the Hill Country District Junior Livestock Show Association, Inc. in an amount not to exceed \$35,588

**ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN
HILL COUNTRY DISTRICT JUNIOR LIVESTOCK SHOW ASSOCIATION
(HCDJLSA) AND THE CITY OF KERRVILLE, TEXAS
ECONOMIC IMPROVEMENT CORPORATION (ARENA & PENS)**

This Agreement entered into by and between **HILL COUNTRY DISTRICT JUNIOR LIVESTOCK SHOW ASSOCIATION, INC.** (“HCDJLSA”), a Texas nonprofit corporation, acting herein by and through its duly authorized President, Steve Bauer (“HCDJLSA Officer”), and the **CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION** (“EIC”), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 (otherwise known as the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code) (hereafter referred to as “the Act”), acting by and through its duly authorized President, David Wampler.

WITNESSETH:

WHEREAS, EIC was formed to administer a sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for economic development projects; and

WHEREAS, pursuant to the Act, the EIC is authorized to provide funding relating to projects which the EIC finds to be encompassed within the definition of “Projects” as that word is defined by Chapters 501 and 505 of the Act, including:

Equipment and improvements found by the EIC to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, and events, including stadiums, auditoriums, parks and park facilities, exhibition facilities, and related store, restaurant, and concessions and other related improvements that enhance any of the items described by Section 505.152 of the Act; and

WHEREAS, HCDJLSA has a lease with Kerr County that authorizes HCDJLSA to use the Hill Country Youth Exhibition Center (“Exhibition Center”) for events during specific time periods; and

WHEREAS, under the lease, which continues through 2032, HCDJLSA has the right to use the Exhibition Center for various purposes, including hosting its annual Hill Country District Junior Livestock Show; and

WHEREAS, HCDJLSA is partnering with Kerr County and private foundations in a project to improve and upgrade the Exhibition Center and to add a multi-use facility; and

WHEREAS, HCDJLSA has applied for a grant from EIC for funding to complete the arenas and pens in the Exhibition Center; and

WHEREAS, EIC has determined that such a grant complies with the Act and is in keeping with the mission of EIC and *City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures* in that it will enhance the “quality of life” within the community; and

*EIC Funding Agreement
2014-09*

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with HCDJLSA to provide sales tax revenues collected pursuant to the Act (“4B Revenues”) to HCDJLSA for its cost to complete the arenas and pens in the Exhibition Center; and

WHEREAS, on August 25, 2014, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

NOW THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, HCDJLSA and the EIC agree as follows:

**ARTICLE I.
EIC’S OBLIGATIONS**

- A. EIC hereby grants to HCDJLSA an amount up to Thirty-Five Thousand Five Hundred Eighty-eight and No/100 Dollars (\$35,588.00) (“Grant”) for costs relating to the purchase of materials, parts, and other amenities (collectively referred to herein as “Materials”) for the completion of the arenas and pens in the Exhibition Center. The specific items approved for purchase by the HCDJLSA are listed on the attachment included as **Exhibit A**.
- B. Subject to the terms and conditions set forth in Article II, the Grant will be provided to HCDJLSA by EIC and EIC shall administer the Grant on a reimbursable basis. Prior to any payment from EIC, HCDJLSA must first submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval. Following each submission and verification thereof, which may include on-site inspections to confirm purchase and installation, EIC shall then reimburse HCDJLSA for the cost.
- C. Payments made by EIC to HCDJLSA from 4B Revenues will be limited to the payments of “costs” as defined by the Act and as specified above for the Project.
- D. In no event will the total amount of the Grant exceed Thirty-Five Thousand Five Hundred Eighty-eight and No/100 Dollars (\$35,588.00).

**ARTICLE II.
HCDJLSA’S OBLIGATIONS**

- A. HCDJLSA must make its purchases of the Materials on or before **January 1, 2015**. Failure to make such purchases by this date will terminate the obligation of EIC to make any additional payments of the Grant.
- B. HCDJLSA must maintain ownership of all of the items and Materials purchased with the Grant and must not remove, or allow anyone else to remove, the Materials from Kerr County.
- C. HCDJLSA must keep and maintain complete and accurate records relating to the costs of the Materials, separate and identifiable from its other records, for three (3) years

following the termination of this Agreement. EIC and its representatives shall be entitled to inspect the records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice.

- D. HCDJLSA will only be liable to EIC for the actual amount of the Grant to be conveyed to HCDJLSA and will not be liable to EIC for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by HCDJLSA under the terms of this Agreement.

ARTICLE III.

SALE OF PROJECT, MERGER OR CONSOLIDATION OF HCDJLSA

- A. A sale of all or any of the assets of HCDJLSA will not release HCDJLSA from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that HCDJLSA's proposed successor shall have the financial condition to fully satisfy HCDJLSA's duties and responsibilities hereunder and agrees to assume HCDJLSA's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.
- B. In the event of any proposed merger or other consolidation of HCDJLSA with any third party not affiliated with HCDJLSA, HCDJLSA shall at least thirty (30) days prior to any such merger or consolidation provide EIC with information and assurance reasonably acceptable to EIC regarding: (1) the surviving entity's assumption and satisfaction of the HCDJLSA's obligations hereunder and (2) the financial condition of the surviving entity upon such merger or other consolidation to demonstrate that the surviving entity has the financial condition to fully satisfy HCDJLSA's duties and responsibilities hereunder. Failure to provide such information may be considered a breach of this Agreement.
- C. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that EIC shall have no rights to approve or disapprove any sale or merger transaction of any kind involving HCDJLSA. In the event of any sale or merger involving HCDJLSA or its affiliates, the surviving entity shall assume HCDJLSA's obligations and rights hereunder and be entitled to any and all benefits to be received pursuant to this Agreement.

ARTICLE IV.

HCDJLSA'S REPRESENTATIONS AND WARRANTIES

- A. HCDJLSA represents and warrants as of the date hereof:
 - (1) HCDJLSA is a Texas nonprofit corporation existing in good standing and authorized to do business in the State of Texas;
 - (2) Execution of this Agreement has been duly authorized by HCDJLSA and this Agreement is not in contravention of HCDJLSA's governing authority or any agreement

or instrument to which HCDJLSA is a party or by which it may be bound as of the date hereof;

(3) No litigation or governmental proceeding is pending, or, to the knowledge of HCDJLSA Officer, threatened against or affecting HCDJLSA, which may result in a material adverse change in HCDJLSA's business, properties, or operations sufficient to jeopardize HCDJLSA's legal existence; and

(4) No written application, written statement, or correspondence submitted by HCDJLSA to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of HCDJLSA Officer, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

B. Except as expressly set forth in this Article IV, HCDJLSA makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V. EIC'S REPRESENTATIONS AND WARRANTIES

A. EIC represents and warrants as of the date hereof:

(1) EIC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

(2) Execution of this Agreement has been duly authorized by EIC;

(3) No litigation or governmental proceeding is pending, or, to the knowledge of any of EIC's officers, threatened against or affecting EIC, which may result in EIC's inability to meet its obligations under this Agreement; and

(4) EIC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including but not limited to the obligations set forth in this Agreement.

B. Except as expressly set forth in this Article V, EIC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE VI. CONDITIONS UNDER WHICH EIC MAY SUSPEND PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT

A. Under any of the following conditions EIC may, at its option, after fifteen (15) days written notice to HCDJLSA, suspend its further performance under this Agreement until such time as HCDJLSA shall have cured the condition(s) and so notified EIC, in writing, that the condition(s) have been cured:

(1) HCDJLSA becomes insolvent. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.

(2) The appointment of a receiver of HCDJLSA, or of all or any substantial part of the Property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

(3) The adjudication of HCDJLSA as bankrupt.

(4) The filing by HCDJLSA of a petition to be adjudged as bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

- B. Should any of these conditions not be cured by HCDJLSA within ninety (90) days, HCDJLSA will be considered to have breached this Agreement and EIC may, at its option, with written notice to HCDJLSA, terminate this Agreement and HCDJLSA shall be obligated to refund the EIC the full amount of any Grant funding received from the EIC.

ARTICLE VII. REMEDIES

- A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief.
- B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that HCDJLSA is not entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that EIC, pursuant to a breach and failure to cure by HCDJLSA in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.
- C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

**ARTICLE VIII.
GENERAL PROVISIONS**

- A. Severability. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- B. Amendment. This Agreement may be amended only by written amendment signed by both parties.
- C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue will lie in Kerr County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.
- D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For EIC
President – David Wampler
City of Kerrville, Texas, Economic Improvement Corporation
City Hall, 701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850

With a copy to:
City Manager – Todd Parton
City of Kerrville
City Hall, 701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850
Email: todd.parton@kerrvilletx.gov

For Hill Country District Junior Livestock Show Association
Steve Bauer – President

Hill Country District Junior Livestock Show Association
P.O. Box 291217
Kerrville, Texas 78028-1217
Email: [REDACTED]

- E. Assignment. This Agreement is binding upon the parties hereto and their successors and assigns. Except as set forth in Article III, this Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. HCDJLSA may, without written consent of EIC, assign this Agreement to any entity controlled and 100% owned by HCDJLSA or by the parent, subsidiary, or affiliate of HCDJLSA provided the entity assumes all of HCDJLSA's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical, and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of HCDJLSA and HCDJLSA provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.
- F. Parties In Interest. Nothing in this Agreement entitles any party other than HCDJLSA or EIC to any claim, cause of action, remedy, or right of any.
- G. Term. The term of this Agreement (the "Term") shall commence on August 27, 2014 (the "Effective Date"), and will terminate on the earlier of: (i) either on January 1, 2015, or when the requirements set forth in this Agreement are completed, whichever date is later; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Articles VI or VII; (iv) or at the HCDJLSA's sole and absolute discretion, but only upon the HCDJLSA's return of all Grant funding to EIC that it has received under this Agreement. Upon termination of this Agreement as specified herein, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.
- H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
- I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.
- J. Survival of Terms. All rights, duties, liabilities and obligations accrued prior to termination will survive termination.

K. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date indicated above, by the City of Kerrville, Texas, Economic Improvement Corporation, by and through its Board President, duly authorized to execute same by action of the Board; and by Hill Country District Junior Livestock Show Association, Inc., acting through the HCDJLSA Officer.

**CITY OF KERRVILLE, TEXAS
ECONOMIC IMPROVEMENT
INC.**

CORPORATION



David Wampler, President

Date: 08/25/2014

**HILL COUNTRY DISTRICT JUNIOR
LIVESTOCK SHOW ASSOCIATION,**



Steve Bauer, President

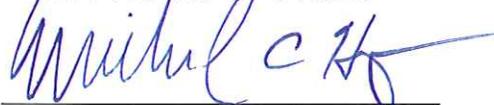
Date: 8-25-14

ATTEST:



Cheryl Brown, Recording Secretary

APPROVED AS TO FORM:



Michael C. Hayes, Attorney for EIC

EXHIBIT "A" 35



Hill Country District Junior Livestock Show Association, Inc.
PO Box 291217
Kerrville, Texas 78029-1217
Project Description

The Hill Country District Junior Livestock Show Association (HCDJLSA) requests assistance in funding an ongoing project: the completion of the pens and arenas for use by the HCDJLSA during the annual, weeklong show, and for use by other organizations that use the facility and need pens and arenas. Specifically, the project involves the purchase of new arena panels to be used by the HCDJLSA and by any other organizations that use these facilities. This request is part of the overall plan to complete the building project and to furnish the necessary equipment for use of the facility. The ultimate goal of the improved facility is to provide a venue that attracts outside events and organizations to use the Kerr County Youth Event Center. Currently, organizations in addition to the HCDJLSA that use this facility include the Kerr County 4-H, Kerrville Independent School District, Ingram Independent School District, Center Point Independent School District, Dog Agility competitions and the Kerr County Fair Association. The improved pens and arenas have the potential to attract state and national breed associations (cattle, sheep, goats, and swine) for their annual shows and sales, regional jackpot shows and more.

The improvement of the pens and arenas is an ongoing project. To date, the Hill Country District Junior Livestock Show Association has, with the assistance of the EIC, of a local charitable foundation and with funds from the sale of old pens, spent \$ 343,361 to refit the entire facility with new pens and a new swine arena. The only remaining task is to rebuild the arenas for the sheep, goats and cattle. A bid for \$35,588 has been received for the panels necessary to construct these arenas. The bid includes 69 panels, both tall ones for cattle and shorter ones for sheep and goats, 37 gates, connecting posts and rails. (See attached bid). These arenas are fully portable and able to be put together and dismantled with ease. They will be the sole property of the HCDJLSA.

The need for new arenas is multi-fold. First and foremost, new arenas are needed to ensure the safety both of our exhibitors and their livestock and of the audience members. Not only will the new equipment be of higher quality than the old, but the cattle panels will also be much taller than the sheep and goat panels, providing an extra measure of safety for all. Secondly, a higher quality facility will provide the means to attract other organizations to use the facility for their own events whether they are shows, competitions or something completely different. Finally, the new arenas will complete the refurbishing of the equipment for the entire facility providing for higher quality both in structure and in aesthetics.

New equipment will require regular maintenance. Rental of the facility consistently brings in a small stipend to the HCDJLSA. This money is used for the maintenance of any and all equipment.

At this point in time, the goal of the HCDJLSA is to complete the arenas and pens in the Youth Exhibition Center. The organization is requesting \$ 35,588 to complete this project. To date, \$ 343,361 has been spent on the project with the grand total for the entire refurbishment being \$ 378,949. Thank you for your consideration.

EIC F.A.
2014-09

History

The Hill Country District Junior Livestock Show Association will host the seventy-first annual livestock in January of 2015. The organization began in January 1944 to serve Hill Country youth involved 4-H and FFA. With a continued purpose to promote agriculture, youth are afforded hands-on experiences through their livestock projects. These experiences include breeding, selecting, feeding, grooming and record keeping. Through these experiences, youth learn life skills such as responsibility, record keeping and ultimately leadership, by mentoring younger, less experienced exhibitors. The sale following the show is the ultimate reward for months of hard work.

As a result of the association's continued success, our financial responsibility continues to increase. Around three hundred and thirty (330) businesses and individuals in the area continued to increase support as they realize the lifelong benefits to these youth. We have approximately 375 sale lots in the sale each year. Historically, eighty percent (80%) of these sale lots are youth in Kerr County and we estimate ten percent (10%) from Bandera, Edwards, Gillespie, Kendall, Kimble and Real counties. The 2014 gross sale was in excess of \$1,000,000.

Our association is an independent organization run solely by volunteers. 4-H and FFA advisors, family members, community volunteers and the elected county officials work with these youth. Our success is reflected in the number of volunteers. The majority of the volunteers share 4-H and FFA experiences from their youth with the current participants. Many of our 4-H and FFA are third and fourth generation exhibitors. With over one hundred and fifty volunteers, the Hill Country District Junior Livestock Show Association operates without a paid staff.

Another major contribution to our youth is the HCDJLS scholarship program. Each year the association funds between \$35,000 and \$45,000 in collegiate scholarships. This money is awarded to county and district exhibitors who have participated in the Hill Country District Junior Livestock Show with an emphasis on Kerr County Youth. We also award over \$20,000 in show scholarships for breeding animals, Ag Mechanics, and showmanship.

Throughout the community, the most obvious measure of the association's success is the dollars generated at the sale. For the youth, a blue ribbon, a trophy, or the start of their

EIC F.A.
2014-09

college fund provides the tangible measure. While the association strives to provide an equitable reward for each exhibitor, we look beyond the tangibles.

The intangible rewards are more difficult to measure but yet have the most profound effects on the kids and ultimately the community and even our society. The Hill Country District Junior Livestock Show Association takes great pride in the real life experiences taught to these kids. The intangible rewards include friendships that last a lifetime, contacts that open doors into adulthood, teamwork with peers and family, along with responsibility, leadership and time management skills that create model students, employees and tomorrow's leaders. These exhibitors experience the excitement of winning and more often the ability to accept less than their goals with dignity. The association sees each year's project as a building block for the exhibitors. For those exhibitors who may fall short of their expectations, we emphasize the opportunity to try again. Each year's project is another opportunity to expand on what has been learned and to broaden the existing knowledge.

At the annual meeting each April, the association reviews the past year successes, re-evaluates the weakness and sets the foundation for the upcoming show. New boards are selected, new committees are formed, chairmen are selected and wheels are set into motion year after year. As the next show materializes, judges are selected, operational plans are finalized and most importantly, fundraising efforts begin once again.

On February 13th, 2012 the Kerr County approved a lease agreement with the Hill Country District Junior Livestock Show Association. The lease is a 20-year lease, with the option of an additional 10 years. The lease has been paid in full and signed by the Kerr County Judge and County Attorney. The lease secures the Hill Country Youth Event Center facility for the use of the Hill Country District Junior Livestock Show Association for the stock show and sale every January until 2032.

The Association has also been working with the Kerr County Commissioners to address the facility needs. Due to safety issues and aging facilities, the old hog barn was torn down in March of 2012 and replaced with a brand new multi-use facility funded by the county. Now Kerr County has torn down the Exhibit Hall and replacing it with a much bigger and nicer facility. The

EICF.A.
2014-09

HCDJLSA uses this facility for the annual fundraiser in September, and the livestock sale in January. We also foresee this facility being used for vendor spaces during the show a luxury we have not had the space to accommodate in the past. The board is excited to be part of this project, which will be beneficial to Kerr County as well as the City of Kerrville but we are most excited to be able to safely and efficiently house the Hill Country District Junior Livestock Show and Sale. With this new project comes new challenges and the Association is eager to find funding to be sure that our success continues for years to come.

EIC.F.A.
2014-179

Morgan Livestock Equipment Sales, Inc

137 Jerry Walker Rd
Bowie, TX 76230

Estimate

Date	Estimate #
6/3/2014	524

Name / Address
Hill County District Jr. Lvstk. Show P.O. Box 291217 Kerrville, Tx. 78029

			Project
Description	Qty	Cost	Total
H/S 5' Vert. Rail P-C	16	164.00	2,624.00
H/S 10' Vert. Rail P/C	33	298.00	9,834.00
H/S 5' GIF P-P	18	260.00	4,680.00
special 510 panels with 400 series clips	9	420.00	3,780.00
special 510 1/2 sheeted panels 400 series clips	25	460.00	11,500.00
HPG Classic 510-7'8" 218 lb. (410)	3	660.00	1,980.00
G4 Classic 510 173 lb. (410) sheeted bottom 2 sections & extend gate down 6"	1	750.00	750.00
connecting post 5' 2 way 180 deg. pins	31	69.00	2,139.00
connecting post 5' 3 way pins	2	82.00	164.00
H/S 10' Vert. Rail P-c	20	298.00	5,960.00
connecting post 4 way	2	110.00	220.00
Discount			43,631.00
Shipping & Handling APPROX:		-9,343.00	-9,343.00
		1,300.00	1,300.00
		Total	\$35,588.00

Customer Signature _____

EICFA,
2014-09

Agenda Item:

2F. Project funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas for improvements to the City's Louise Hays and Lehmann & Monroe Parks in an amount not to exceed \$600,000.00. (staff)

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

SUBJECT: Approval of a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation, and the City of Kerrville in an amount not to exceed \$600,000 to cover construction costs for the Louise Hays Park and Lehmann & Monroe Park Improvement Project

FOR AGENDA OF: September 9, 2014 **DATE SUBMITTED:** August 29, 2014

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

EXHIBITS: Funding Agreement

AGENDA MAILED TO:

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

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

On June 24, 2014 at a joint workshop, the City Council and Economic Improvement Corporation (EIC) authorized staff to allocate \$600,000 in bond funds from the River Trail Project to the Louise Hays Park and Lehmann & Monroe Park Improvement Project to cover construction costs. The City Council subsequently authorized staff to submit a funding request to the EIC for this purpose. The EIC considered the funding request at its meeting of July 28th and directed staff to prepare a funding agreement.

At its meeting of August 25, 2014, the EIC held a public hearing and approved the attached funding agreement. The final step in this process is Council consideration and approval.

RECOMMENDED ACTION

City staff recommends approval of the funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas in an amount not to exceed \$600,000 to cover construction costs for the Louise Hays Park and Lehmann & Monroe Park Improvement Project.

PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS FOR IMPROVEMENTS TO THE CITY'S LOUISE HAYS AND LEHMANN & MONROE PARKS

THIS PROJECT FUNDING AGREEMENT is entered into this ____ day of _____, 2014, by and between the City of Kerrville, Texas ("City"), a Texas home rule municipality, and the City of Kerrville, Texas Economic Improvement Corporation ("EIC"), a Texas non-profit corporation established by City pursuant to Section 4B of Article 5190.6 of the Texas Revised Civil Statutes and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (otherwise known as the Development Corporation Act of 1979 and hereafter called "the Act").

WITNESSETH:

WHEREAS, pursuant to Chapter 505 of the Act, EIC is authorized to construct, or to provide funding to construct, projects which the EIC finds to be encompassed by the definition of "Projects", as that word is defined in Chapters 501 and 505 of the Act; and

WHEREAS, in May 1995, the citizens of the City, voting at an election, approved a proposition authorizing the levy of a one-half of one percent ($\frac{1}{2}\%$) sales and use tax upon the receipts at retail of taxable items pursuant to the Act (the "4B Sales Tax") to undertake projects, as defined, including but not limited to:

Expenditures required or suitable for projects related to recreational or community facilities, including land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, and public park purposes and events, including amphitheaters, parks and park facilities, open space improvements, and related automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described herein; and

WHEREAS, the City Council of the City (the "City Council") and the Board of Directors of the EIC (the "Board") have determined to undertake a project to provide improvements to the City's Louise Hays and Lehmann & Monroe Parks, to include upgrades to existing park features and the addition of new features, such as a sprayground, event plazas, pavilions, restrooms, parking areas, roadways, an amphitheater, and other related improvements (collectively, the "Improvements"), all as authorized by the Act; and

WHEREAS, the City Council and the Board find that the costs related to the Improvements to be paid from the 4B Sales Tax pursuant to this Agreement will not exceed the costs of such Improvements that are eligible to be paid from the 4B Sales Tax; and

WHEREAS, the City Council and the Board find it necessary and advisable to enter into this Agreement with respect to the Improvements in accordance Section 501.054 of the Act to set

forth the duties and responsibilities of the respective parties for the funding, acquisition, and construction of the Improvements; and

WHEREAS, the Board and the City Council find that the Improvements constitute a “project”, as authorized and defined by Section 505.152 of the Act, which will greatly enhance both the community’s health and “quality of life” by developing amenities and public space improvements; and

WHEREAS, EIC has determined that this grant complies with the Act and is in keeping with the mission of EIC and the *City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures* in that it will enhance the “quality of life” within the community; and

WHEREAS, the Board and the City Council find that it is in the public interest to enter into this Agreement to provide 4B Sales Tax to City for the Improvements; and

WHEREAS, on August 25, 2014, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditures of 4B Sale Tax for the Improvements;

NOW THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, City and EIC agree as follows:

1. **Findings**. The facts and findings set forth in the preamble above are hereby found to be true and correct and are adopted.
2. **“Project” Defined**. When used in this Agreement, the phrase “Project” means the project summary of the Improvements as described in **Exhibit A** attached hereto and included herein for all purposes. Said description shall not be substantively altered in any respect without the prior approval of the EIC.
3. **Agreement to Fund Project**: The EIC agrees to provide City an amount up to and not to exceed \$600,000.00 in 4B Revenues to be used for the design, bidding and/or request for proposals, acquisition, construction, and installation of the Project. The City is authorized to make payments for the herein described purposes directly from the Sales Tax Improvement Fund (Fund 40) or by making a transfer of 4B Revenues from the Sales Tax Improvement Fund (Fund 40) to one or more funds described in the City’s approved budget. Transfers shall be limited to the actual amount of the payment draws submitted by the selected contractor(s) and/or the actual costs to City related to the Project.
4. **Eligible Costs**: Payments made by City from 4B Revenues as authorized by Section 2, above, shall be limited to the payment of “costs” as defined in the Act.
5. **Applicable Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Kerr County, Texas. Accordingly, venue for any cause of action arising pursuant to this Agreement shall be proper only in Kerr County, Texas.

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

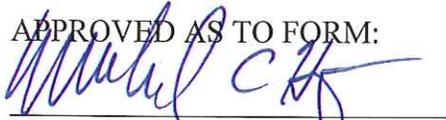
CITY OF KERRVILLE, TEXAS

By: _____
Jack Pratt, Jr., Mayor

ATTEST:

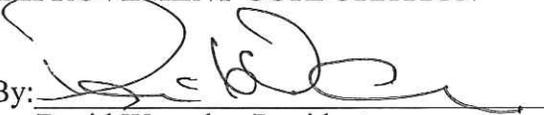
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

**CITY OF KERRVILLE, TEXAS ECONOMIC
IMPROVEMENT CORPORATION**

By: 

David Wampler, President

ATTEST:



Polly Rickett, Secretary for the Corporation



EXHIBIT "A"

City of Kerrville

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

July 10, 2014

City of Kerrville, Texas, Economic Improvement Corporation
701 Main Street
Kerrville, Texas 78028

RE: EIC Application – Supplemental Funding – Louise Hays and Lehmann & Monroe Parks Project

EIC Members,

This letter serves as the project description for the Supplemental Funding – Louise Hays and Lehmann & Monroe Parks Project, previously funded by 4b sales tax in 2011 through the Economic Improvement Corporation (EIC) and City Council for a total of \$2 million. As an update, the Louise Hays and Lehmann & Monroe Parks Project is currently under construction. Discussion between the EIC and the City Council has led them to consider that, in order to complete the project scope as conceived, supplemental funds are needed to offset expenses associated with higher than expected project costs.

Nature and Scope of Project

The Louise Hays and Lehmann & Monroe Parks Project was funded through the EIC and City Council at the same time as the River Trail Project in 2011 with the intention of having it serve as a major activity center adjacent to the Guadalupe River near downtown and as an anchor to the River Trail Project. The original scope was based on a park master plan completed in 2008, which included upgrades to the existing park features and introduction of new elements, such as a sprayground, event plazas, new pavilions, new restrooms, new parking and roads, and new amphitheater.

After securing funding, the design process made adjustments from the master plan, with the most dramatic change being placement of most of the new features on the west, not east, side

of the park in order to be more visible and accessible to users. Additionally, the scale of certain elements of the project in such a wide expanse needed to be adjusted. Once these location and scale modifications were made, the utility installation, excavation / demolition, and design phases commenced. The City changed design firms, with Peter Lewis + Architects taking the lead on site planning and building design.

The City also modified its approach to general contracting after first bidding the entire project and receiving few, very high bids. Because the skills and disciplines are so varied with this project's construction, it was determined that the City, acting as its own general contractor, would be more successful in getting better prices and more bidders, especially local. With this format, the project was segmented into specific public works – trail construction, building construction, concrete and flatwork, electrical construction, and interactive fountain installation. City force expertise has / will also be used for demolition, parking / road work, park improvements, and utility service installation to save time and be more efficient with the funding available. Construction contracts for the interactive fountain / plaza, the park buildings, and the River Trail segment through the parks are all approved and moving forward. Electrical and concrete curbing and flatwork contractors are being secured and City crews are continuing to work on demolition and site work in preparation of construction and final completion.

The supplemental funding request for this project is needed to realize the improvements that will make a significant difference to this public space, both in appearance and usability. The elements of the upgraded parks - the interactive fountain and event plaza, the large pavilion renovation and adjacent plaza, the covered stage, dog park, and new roads and parking - will create enhanced use, desirable parks along the Guadalupe River, creating a destination in Kerrville. Additionally, the weaving of the River Trail through these parks, connecting all of the main park features, will further enhance the popularity of these public park spaces.

Proposed Improvements

The supplemental funding will complete the interactive fountain and plaza as envisioned, "do it right the first time" construction of the support buildings (restrooms, pump house, pavilions) which avoids lesser quality improvements that require constant attention, installation of sufficient electrical service and concrete curbs and walkways, and the site improvements needed to complete the project.

Financial Information

The request for supplemental funds is to cover the costs to complete the scope, in the amount of \$600,000. City Council and the EIC held a joint workshop on June 24, 2014 to discuss the *River Trail and Louise Hays and Lehmann & Monroe Park Project* in detail. The City Council and EIC both authorized staff to allocate \$600,000 in bond funds from the *River Trail Project* to the park improvement project in order to fund the balance of the *Louise Hays Park and Lehmann & Monroe Park Improvements*. City Council also authorized staff to submit a funding application to the EIC for this purpose.

Status

As mentioned, construction contracts for the interactive fountain / event plaza and the buildings construction have been approved and are underway. Though separately funded, the River Trail segment through the Louise Hays Park to Kerrville-Schreiner Park is under construction and will reinforce the importance of Louise Hays and Lehmann & Monroe Parks and the trail as public spaces running along the Guadalupe River through the city. If the supplemental funding is made available for the parks improvements, the realization of the project envisioned will be completed in early 2015.

Sincerely,

Todd Parton
City Manager
City of Kerrville

Agenda Item:

2G. Resolution No. 30-2014 amending the City of Kerrville fee schedule by revising fees charged for various services and uses provided or offered by the City. (staff)

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

SUBJECT: Resolution Approving FY15 Fee Schedule

FOR AGENDA OF: September 9, 2014

DATE SUBMITTED: August 28, 2014

SUBMITTED BY: Sandra Yarbrough
Director of Finance



CLEARANCES: Todd Parton
City Manager

EXHIBITS: Resolution, FY15 Fee Schedule

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The attached fee schedule is proposed for FY15. The schedule shows the FY14 approved and the FY15 proposed fees.

RECOMMENDED ACTION

Approve resolution to accept the FY15 fee schedule.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 30-2014**

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

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

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

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

The Fee Schedule of the City of Kerrville, Texas, is amended as set forth in **Exhibit A**, attached hereto and incorporated herein by reference, such changes to be effective October 1, 2014.

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

**CITY OF KERRVILLE
FEE SCHEDULE**

ADMINISTRATION DEPARTMENT

	Adopted October 1, 2013	Proposed October 1, 2014
COPIES OF PUBLIC INFORMATION:		
Standard size paper copy	\$0.10	\$0.10
Non-standard size copy:		
Computer diskettes	\$1.00	\$1.00
Computer magnetic tape	\$10.00	\$10.00
Audio cassette	\$1.00	\$1.00
Oversized paper copy	\$0.50	\$0.50
Other	ACTUAL COST	
Labor charge (per hour and if applicable under state law)	\$15.00	\$15.00
Overhead charge (if applicable under state law)	20% of Personnel Charge	
Microfiche or microfilm charge:		
Paper copy	\$0.10	\$0.10
Fiche or film copy	ACTUAL COST	
Remote document retrieval	ACTUAL COST	
FAX TRANSMISSIONS:		
Local	\$0.10	\$0.10
Long distance, same area code	\$0.50	\$0.50
Long distance, different area code	\$1.00	\$1.00
Other costs	ACTUAL COST	
DOWNTOWN RESTROOM AFTER HOURS USE (Between 5:30 PM and 9:30 AM):		
User Fee Per Day		
More than 4 hours	\$50.00	\$50.00
Less than 4 hours	\$25.00	\$25.00
Deposit (refundable)	\$100.00	\$100.00
VEHICLE FOR HIRE PERMIT:		
each	\$25.00	\$25.00
NATURAL GAS TRANSPORTED THROUGH PIPELINE:		
	see note	see note

CODE COMPLIANCE

JUNK YARD OPERATION LICENSE:	\$5.00	\$5.00
PEDDLERS AND SOLICITORS FEES:		
Base Charge	\$600.00	\$600.00
For Each Additional Person	\$10.00	\$10.00
For Each Additional Person	\$100.00	\$100.00
Deposit (refundable)	\$750.00	\$750.00

Exemptions

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

	Adopted October 1, 2013	Proposed October 1, 2014
SEXUALLY ORIENTED BUSINESSES:		
Annual License	\$500.00	\$500.00
Annual Fee per Employee	\$50.00	\$50.00

TRAVELING SHOW AND EXHIBITION LICENSE:		
30 days	\$100.00	\$100.00

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

GROUP AND BOARDING HOMES		
Permit	\$1,000.00	\$1,000.00
Re-inspection fees	\$75.00	\$75.00
Variance Fee for distance	\$150.00	\$150.00

EMERGENCY MEDICAL SERVICES

RESPONSE/TRANSPORTATION:		
Basic Life Support - Non Emergency	\$417.92	\$417.92
Basic Life Support - Emergency	\$668.66	\$668.66
Advanced Life Support 1 - Non Emergency	\$521.50	\$521.50
Advanced Life Support 1 - Emergency	\$814.04	\$814.04
Advanced Life Support 2 - Emergency	\$1,149.28	\$1,149.28
Specialty Care Transport	\$1,149.28	\$1,149.28
Aid Only - No Transport	\$150.00	\$150.00
Dedicated Standby	\$100.00	\$100.00
Response Fee	\$75.00	\$75.00
Local Transport - No Supplies Used	\$150.00	\$150.00
Mileage	\$21.48	\$21.48

SUPPLY/PROCEDURE CHARGES:		
IV Administration	\$20.00	\$20.00
Medication Administration	\$30.00	\$30.00
Bandaging and Splinting	\$20.00	\$20.00

NON EMERGENCY TRANSFER AGREEMENT:		
Local Transport	\$163.83	\$163.83
Local Mileage	\$8.42	\$8.42

NON EMERGENCY AMBULANCE LICENSE:		
Annual License	\$400.00	\$400.00
Annual Ambulance Permit	\$150.00	\$150.00
Re-issue for Lost Permit	\$50.00	\$50.00
Inspection Reschedule Fee	\$50.00	\$50.00

ENGINEERING DEPARTMENT

FLOODPLAIN DEVELOPMENT PERMIT:		
each	\$25.00	\$25.00

MAPPING INFORMATION:		
Subdivision Specifications	\$25.00	\$25.00
City Survey Coordinate System Book	\$30.00	\$30.00
B & W	\$3.00	\$3.00
Color	\$5.00	\$5.00
B & W	\$5.00	\$5.00
Color	\$7.00	\$7.00
B & W	\$10.00	\$10.00
Color	\$25.00	\$25.00
36" x 54" ETJ Maps	\$25.00	\$25.00
Digital Map on Disk	\$30.00	\$30.00

CONSTRUCTION INSPECTION OVERTIME:		
per hour	\$35.00	\$35.00

LAND RECORD FILING FEES:*

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

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

	Adpted October 1, 2013	Proposed October 1, 2014
each	\$5.00	\$5.00
each	\$4.00	\$4.00
each	\$0.25	\$0.25
each	\$5.00	\$5.00
each	\$1.00	\$1.00
each	\$5.00	\$5.00

FIRE DEPARTMENT

REQUEST FOR PUBLIC INFORMATION:

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

PLAN REVIEW FEE: (credited toward permit when permit is approved)

	50% of Permit Fee	50% of Permit Fee
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OUTDOOR BURN PERMITS:

- Cermonial Fire Permits (Bonfires)
- Controlled burns
- Recreational fire (less than 3 feet diamenter and 2 feet in height)

per site	\$250.00	\$250.00
per site	\$150.00	\$150.00
N/C for permit		

BULK STORAGE AND DISPENSING OF LP GAS:

Annual	\$100.00	\$100.00
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STORAGE OF PORTABLE LP GAS CONTAINERS:
(awaiting use or resale)

per site	\$20.00	\$20.00
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STORAGE OR HANDLING OF COMPRESSED GASES:
(in excess of amounts listed in Table 105.6.9 of the e2006 *International Fire Code*)

per site	\$50.00	\$50.00
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BLASTING PERMIT:

per site	\$150.00	\$150.00
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COMMERCIAL BAR-B-QUE PIT:

per site	\$20.00	\$20.00
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UNDERGROUND FUEL STORAGE TANK REMOVAL:

per site	\$75.00	\$75.00
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TENT, CANOPY, MEMBRANE STRUCTURE PERMIT:

per item	\$20.00	\$20.00
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SPRAY ROOM, DIP TANK OR BOOTH:
(used for flammable or combusitble finishes)

per space	\$50.00	\$50.00
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INDUSTRIAL OVEN PERMIT:

per unit	\$25.00	\$25.00
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INDUSTRIAL OVEN INSTALLATION, REPAIR, OR MODIFICATION:

per unit	\$40.00	\$40.00
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COOKING HOOD FIRE SUPPRESSION SYSTEM:

per system	\$50.00	\$50.00
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LIQUID PROPANE TANK INSTALLATION:

per tank	\$75.00	\$75.00
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UNDER/ABOVE GROUND FUEL STORAGE TANK:

- Repair/replace existng tank
- Repair/replace existing product line

per tank	\$40.00	\$40.00
per site	\$40.00	\$40.00

WATER FLOW TEST:

per test	\$75.00	\$75.00
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PROFESSIONAL PYROTECHNICAL DISPLAY:

per event	\$250.00	\$250.00
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FIRE SPRINKLER:

- Above ground - new installation, repair, remodel, or addition
- Underground - new installation, repair, remodel, or addition
- Standpipe system - new installation, repair, remodel, or addition

per system/floor	\$50.00	\$50.00
per system	\$50.00	\$50.00
per system	\$50.00	\$50.00

FIRE PUMP / EQUIPMENT INSTALLATION / MODIFICATION:

per system	\$50.00	\$50.00
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FIRE ALARM INSTALLATION (new, repair, remodel, or addition):

per system/floor	\$50.00	\$50.00
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	October 1, 2013	October 1, 2014	
ALL OTHER FIRE PROTECTION/DETECTION SYSTEMS: ELECTRIC CONTROLLED SECURITY GATES, DELAY EGRESS LOCKS, SECURITY GRILLS,	per system	\$50.00	\$50.00
ACCESS-CONTROLLED EGRESS DOORS, ETC.:	per device	\$20.00	\$20.00
FALSE FIRE ALARM FEE:			
More than 3 times but less than 6 in preceding 12 months		\$50.00	\$50.00
More than 5 times but less than 8 in preceding 12 months		\$75.00	\$75.00
Eight (8) or more times in preceding 12 months		\$100.00	\$100.00
RE-INSPECTION FEE REQUESTED/SCHEDULED (excludes annual fire inspection):			
First inspection list(s) is/are not completed on first and subsequently thereafter	per scheduled	\$50.00	\$50.00
Not ready for inspection on arrival	per scheduled	\$50.00	\$50.00
Contractor fails to keep appointment	per scheduled	\$50.00	\$50.00
No access to site or building	per scheduled	\$50.00	\$50.00
FIRE INSPECTIONS REQUESTED/SCHEDULED - NON BUSINESS HOURS:			
Non-Holiday (2 hour minimum, paid in advance)	per hour	\$60.00	\$60.00
City recognized holiday (2 hour minimum, paid in advance)	per hour	\$80.00	\$80.00
HAZARDOUS MATERIALS PERMIT:		\$50.00	\$50.00
FLAMABLE/COMBUSTIBLE LIQUIDS - STORAGE/HANDLING/DISPENSING:		\$75.00	\$75.00
MISCELLANEOUS COMBUSTIBLE STORAGE:		\$75.00	\$75.00
HIGH PILE STORAGE PERMIT:		\$50.00	\$50.00
STATE MANDATED OCCUPANCY INSPECTION - OUTSIDE CITY LIMITS:			
Daycare, Foster Care, Adoption	7 or fewer children	\$50.00	\$50.00
Daycare, Halfway Houses, Group Care, MHMR	7 or more children	\$75.00	\$75.00
Youth Camps and Day Camps		\$150.00	\$150.00
Schools and Instructional Facilities		\$150.00	\$150.00
Hospital, Nursing Home, Assisted Living Facility Inspection		\$150.00	\$150.00
All Other		\$100.00	\$100.00
FIRE PUMP ACCEPTANCE TEST:		\$100.00	\$100.00
EVENT PERMIT (carnivals and fairs):		\$75.00	\$75.00
HOT WORK PERMIT:		\$20.00	\$20.00
AMUSEMENT BUILDING PERMIT:		\$50.00	\$50.00
EXHIBIT OR TRADE SHOW PERMIT:		\$50.00	\$50.00
OTHER PERMIT:			
Any other permit designated by the <i>International Fire Code</i>		\$20.00	\$20.00
CHANGE OF OCCUPANCY INSPECTION:		\$20.00	\$20.00
INVESTIGATION FEE:			
If Permit is issued after constructions is started without an approved permit		Permit Fee Amt	Permit Fee Amt
APPEAL TO BUILDING BOARD OF ADJUSTMENTS AND APPEALS:		\$150.00	\$150.00

GOLF: SCOTT SHREINER MUNICIPAL GOLF COURSE

GREEN FEES:

Regular

Weekday
Weekend and holidays*

	Adopted October 1, 2013	Proposed October 1, 2014
9 Hole / 18 Hole	\$12.00/\$20.00	\$12.00/\$20.00
9 Hole / 18 Hole	\$18.00/\$27.00	\$18.00/\$27.00

Member

Weekday
Weekend and holidays*

9 Hole / 18 Hole	\$5.00/\$6.00	\$5.00/\$6.00
9 Hole / 18 Hole	\$6.00/\$7.00	\$6.00/\$7.00

Junior

Weekday
Weekend and holidays*

9 Hole / 18 Hole	\$2.75/\$4.00	\$2.75/\$4.00
9 Hole / 18 Hole	\$5.50 / \$6.75	\$5.50 / \$6.75

CART RENTAL:

Full Cart
Half Cart

9 Hole / 18 Hole	\$12.00/\$24.00	\$12.00/\$24.00
9 Hole / 18 Hole	\$6.00/\$12.00	\$6.00/\$12.00

TRAIL FEE:

Member Private Cart w/annual Private Cart Fee
Non-member Private Cart
Private Cart Passenger w/annual Private Cart Fee
Private Cart Passenger w/o annual Private Cart Fee

9 Hole / 18 Hole	\$4.00/\$7.00	\$4.00/\$7.00
9 Hole / 18 Hole	\$6.00/\$11.00	\$6.00/\$11.00
9 Hole / 18 Hole	\$4.00/\$7.00	\$4.00/\$7.00
9 Hole / 18 Hole	\$5.50/\$12.00	\$5.50/\$12.00

MEMBER DUES:

Annual Golf - First family member
Annual Golf - Second family member
Quarter Golf - First family member
Annual Private Cart

per year	\$550.00	\$550.00
per year	\$450.00	\$450.00
per quarter	\$200.00	\$200.00
per year	\$220.00	\$220.00

NOTE: All annual fees shall expire on the same date. Should a second annual fee be required, it shall be prorated to expire on the same date as the first annual fee with all subsequent payments due and payable at the same time.

CART STORAGE:

Annual
Quarterly

per year	\$420.00	\$420.00
per quarter	\$140.00	\$140.00

NOTE: The City can only accept payments up to ONE period (quarter or annual) in advance.

SPECIAL GOLF FEES:

Senior rate (65 or older) - green fees only

	\$14.00	\$14.00
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Twilight Fees

Starts at 2:00 PM (green fees only)

Member - Weekday
Member - Weekend *
Non-Member - Weekday
Non-Member - Weekend *

weekday only	\$3.00	\$3.00
weekend only	\$4.00	\$4.00
weekday only	\$11.00	\$11.00
weekend only	\$14.75	\$14.75

Tournament/Promtion Fees (minimum - 25 individual players)

Standard group rate for 25+ players Weekday/ Weekend afternoons
Standard group rate for 25+ players Weekend mornings

per player	\$25.00	\$25.00
per player	\$35.00	\$35.00

Driving Range Fees

Small Bucket
Large Bucket

per bucket	\$3.00	\$3.00
per bucket	\$6.00	\$6.00

Driving Range Membership - Annual
Driving Range Membership - Quarterly

per year	\$300.00	\$300.00
per quarter	\$100.00	\$100.00

Rental Clubs
Pull Carts

9 Hole / 18 Hole	\$15.00/\$25.00	\$15.00/\$25.00
9 Hole / 18 Hole	\$3.00/\$6.00	\$3.00/\$6.00

* WEEKEND RATES APPLY FRIDAY THROUGH SUNDAY.

HEALTH DEPARTMENT

	Adopted October 1, 2013	Proposed October 1, 2014
HEALTH PERMITS (by total floor area - square footage):		
0 < 1,000	\$70.00	\$70.00
1,000 - 1,900	\$85.00	\$85.00
2,000 - 2,900	\$100.00	\$100.00
3,000 - 3,999	\$125.00	\$125.00
4,000 - 4,999	\$150.00	\$150.00
5,000 - 10,000	\$200.00	\$200.00
> 10,000	\$350.00	\$350.00
CATERING ESTABLISHMENT PERMITS:		
0 < 1,000	\$70.00	\$70.00
1,000 - 1,900	\$85.00	\$85.00
2,000 - 2,900	\$100.00	\$100.00
3,000 - 3,999	\$125.00	\$125.00
4,000 - 4,999	\$150.00	\$150.00
5,000 - 10,000	\$200.00	\$200.00
> 10,000	\$350.00	\$350.00
BARS AND LOUNGES - FREE STANDING		
0 < 1,000	\$70.00	\$70.00
1,000 - 1,999	\$85.00	\$85.00
2,000 - 2,999	\$100.00	\$100.00
3,000 - 3,999	\$125.00	\$125.00
4,000 - 4,999	\$150.00	\$150.00
5,000 - 10,000	\$200.00	\$200.00
>10,000	\$350.00	\$350.00
Exemptions: Taxing authorities, non-profit organizations		
HEALTH PERMIT - LATE FEE (after October 15 in addition to original permit):	\$50.00	\$50.00
NON-PROFIT ORGANIZATION:	\$10.00	\$10.00
CERTIFICATE OF OCCUPANCY INSPECTION:	\$50.00	\$50.00
FOOD ESTABLISHMENT PLAN REVIEW:	\$25.00	\$25.00
REINSPECTION FEES:		
First Reinspection	No charge	
Second Reinspection	\$100.00	\$100.00
Subsequent Reinspection	\$150.00	\$150.00
AFTER HOURS INSPECTION - EMERGENCY (4 hr minimum):	\$50.00	\$50.00
SANITATION AND ENVIRONMENTAL INSPECTIONS (foster homes, day care, pools):	\$40.00	\$40.00
SEMI PUBLIC POOLS/SPAS (single pool facilities):	\$75.00	\$75.00
ADDITIONAL SEMI PUBLIC POOLS/SPAS (single pool facilities):	\$25.00	\$25.00
TEMPORARY FOOD SERVICE ESTABLISHMENT - SPECIAL EVENT:	\$35.00	\$35.00
SEASONAL PERMITS:		
SEASONAL (non-hazardous foods)	\$50.00	\$50.00
SEASONAL (non-hazardous foods)	\$10.00	\$10.00
SEASONAL (potentially hazardous foods)	\$100.00	\$100.00
SEASONAL (potentially hazardous foods)	\$15.00	\$15.00
MANIFEST BOOKS:	\$5.00	\$5.00
MOBILE FOOD ESTABLISHMENT PERMITS:		
UNRESTRICTED Mobile Food Establishment (peddlers permit required also):	\$150.00	\$150.00
RESTRICTED Mobile Food Establishment (peddlers permit required also):	\$50.00	\$50.00

	Adopted October 1, 2013	Proposed October 1, 2014	
CATERING LICENSE:	annual	\$70.00	\$70.00
GENERAL SERVICE CATERING VEHICLE:	each	\$75.00	\$75.00
REPLACE LOST, STOLEN, DAMAGED PERMIT OR CERTIFICATE:	each	\$5.00	\$5.00
PEDDLERS PERMIT:	See Administrative Fee Schedule		

INSPECTION DEPARTMENT

PROFESSIONAL AND OCCUPATIONAL LICENSES:

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

BUILDING, CONSTRUCTION, DEMOLITION PERMITS (single family by value):

\$1,000 and less	per permit	\$25.00	\$25.00
\$1,001 - \$50,000 (\$25.00 first \$1,000, plus)	per/\$1,000	\$5.00	\$5.00
\$50,001 - \$100,000 (\$270.00 first \$50,000, plus)	per/\$1,000	\$4.00	\$4.00
\$100,001 - \$500,000 (\$470.00 for first \$100,000, plus)	per/\$1,000	\$3.00	\$3.00
\$500,001 and up (\$1,670.00 for first \$500,000, plus)	per/\$1,000	\$2.00	\$2.00

NOTE: Value of construction is the greater of value quoted by contractor or calculated value using the ICC project valuation tables

DEMOLITION AND MOVING DEPOSIT:

per structure	\$500.00	\$500.00
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BUILDING, CONSTRUCTION, DEMOLITION PERMITS (commercial by value):

\$1,000 and less	per permit	\$25.00	\$25.00
\$1,001 and greater	per/\$1,000	\$5.00	\$5.00
\$500,000 and greater (approval of City Manager, fees may be determined by actual cost of service)	per permit	TBD	TBD

DEMOLITION AND MOVING DEPOSIT:

per structure	\$500.00	\$500.00
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BUILDING, CONSTRUCTION, DEMOLITION PLAN REVIEW:

Plan review fee is due at permit application	50% of Building Permit Fee	
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ELECTRICAL PERMITS:

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

PLAN REVIEW FEE:

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

	Adopted October 1, 2013	Proposed October 1, 2014
REINSPECTION FEE:		
First reinspection fee	\$0.00	\$0.00
Second reinspection fee	\$100.00	\$100.00
Subsequent reinspection	\$150.00	\$150.00
CHANGE OF CONTRACTOR ON ACTIVE PERMIT:		
Administrative fee	\$100.00	\$100.00
NOTE: Regular permit fees and requirements apply to new contractor for changes to original plans		
SPECIAL INSPECTION FEE:		
During business hours	\$50.00	\$50.00
After business hours - scheduled	\$50.00	\$50.00
After business hours - emergency	\$50.00	\$50.00
IRRIGATION SYSTEM PERMITS (landscape systems):		
City water customer		
Permit - \$30.00 plus	\$3.00	\$3.00
Plan review	50% of permit fee	
Non-city water customer		
Permit - \$45.00, plus minimum of 2 inspections	\$100.00	\$100.00
Plan review	50% permit fee	
PLUMBING AND GAS PERMITS:		
Permit	\$30.00	\$30.00
Fixtures	\$2.20	\$2.20
Building drain	\$7.50	\$7.50
Water heater and/or Vent	\$10.00	\$10.00
Gas Piping (1 - 5 outlets)	\$10.00	\$10.00
Piping for water treatment	\$7.50	\$7.50
Replace sewer yard line	\$10.00	\$10.00
MECHANICAL PERMITS:		
Permit	\$30.00	\$30.00
First \$1,000.00 value, or part thereof	\$15.00	\$15.00
Each additional \$1,000.00 value over first \$1,000.00	\$3.00	\$3.00
INSPECTION FEE:		
Add or replace electrical wiring or panel	\$15.00	\$15.00
Replacement equipment	\$15.00	\$15.00
New equipment	\$15.00	\$15.00
Alter existing equipment	\$10.00	\$10.00
CHANGE OF OCCUPANCY (existing structure):		
	\$20.00	\$20.00
BUILDING REPORTS (not for resale):		
	\$5.00	\$5.00
ISSUANCE OF PERMIT (building, electrical, mechanical, plumbing, irrigation, etc.) AFTER CONSTRUCTION PROJECT IS STARTED, FIRST OCCURRENCE BY CONTRACTOR		
	Greater of double the original permit fee or \$75	
ISSUANCE OF PERMIT (building, electrical, mechanical, plumbing, irrigation, etc.) AFTER CONSTRUCTION PROJECT IS STARTED, SUBSEQUENT OCCURRENCES BY CONTRACTOR		
	Greater of double the original permit fee or \$250	
APPEAL TO BUILDING BOARD OF ADJUSTMENTS AND APPEALS FEE:		
Mechanics Board of Adjustments and Appeals; Plumbing Board of Adjustments and Appeals; Electrical Board of Adjustments and Appeals	\$150.00	\$150.00

LIBRARY: BUTT-HOLDSWORTH LIBRARY

RENTALS:

- Meeting Room
- Gazebo
- Repairs of damages to furniture, equipment or facility

	Adopted October 1, 2013	Proposed October 1, 2014
per day	\$20.00	\$20.00
per day	\$30.00	\$30.00
Actual Cost		

COPIES/PRINTING (Library and History Center)

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

per page	\$0.10	\$0.10
per page	\$0.25	\$0.25
per page	\$0.10	\$0.10
per page	\$0.00	\$0.25

CIRCULATION CHARGES:

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

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

OVERDUE FINES:

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

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

PROCESS FEE:

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

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

ELECTRONIC DEVICE FEES:

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

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

LOST/DAMAGED ITEMS:

- Patrons who have failed to return library material with a total value over \$50.00 may receive a citation for violation of City of Kerrville, Code of Ordinance, Section 66-39(g) for failure to return property to the library.
- Books (BHML - all ages - actual cost plus)
- Books (History Center - rare, out of print - lesser of appraised value plus)
- CDs (Book, music, MP3 - actual cost plus)
- Individual CD in a set when available (book, music, MP3 - \$10.00 per disc plus)

per item	\$6.00	\$6.00
per item	\$100.00	\$100.00
per item	\$6.00	\$6.00
per item	\$6.00	\$6.00

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

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

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

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

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

INTERLIBRARY LOAN:

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

	Adopted October 1, 2013	Proposed October 1, 2014
item per day	\$1.00	\$1.00
per item	\$6.00	\$6.00
No charge		

REPLACEMENT OF MISCELLANEOUS PARTS:

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

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

RESEARCH FEES (requested from outside of service area):

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

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

MUNICIPAL COURT FEES

ONLINE TRANSACTION FEE:

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

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

per conviction	\$3.00	\$3.00
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PARKS AND RECREATION

Kerrville-Schreiner Park

DAILY ENTRANCE FEES:

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

per person	\$4.00	\$4.00
per person	\$1.00	\$1.00
per person	\$2.00	\$2.00
per vehicle	\$20.00	\$20.00
per person	\$0.50	\$0.50

ANNUAL DAY USE PASS:

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

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

FACILITY USE FEES:

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

Tent site w/ water
 General campsites ONLY - year round

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

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

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

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

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

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

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

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

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

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

per night	\$50.00	\$50.00
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Mini-Cabin - Security Deposit

deposit	\$25.00	\$25.00
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Park Cabin - beds for 6 persons (NO PETS); hotel/motel tax additional

per night	\$110.00	\$110.00
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Cabins are air-conditioned, heated, table and chairs, picnic table with combination campfire (pit/grill). Linens provided. Fee covers entrance up to 6 persons. Excess of 6 persons subject to daily entrance fee. **Security deposit required.**

Park Cabin - Security Deposit

Adopted
October 1, 2013 Proposed
October 1, 2014

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

Ranch House - Security Deposit

per night	\$190.00	\$190.00
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deposit	\$150.00	\$150.00
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Bunk House (only rented w/Ranch House)

per night	\$0.00	\$50.00
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Group Dining Hall - capacity 100 persons (**NO PETS**)

Screened building is **NOT AIR-CONDITIONED**, equipped with full kitchen including deep sinks, hot water, two microwave ovens, and refrigerator/freezer. Full width serving bar and table with seating for approximately 100 persons. Outside has large charcoal grill. Includes entrance fee up to 100 persons. **Security deposit required.**

Group Dining Hall - Security Deposit

per day	\$145.00	\$145.00
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deposit	\$50.00	\$50.00
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Group Recreation Hall - day capacity 100 persons (**NO PETS**)

overnight capacity 50 persons, no beds provided, requires 2 day rental

Air-conditioned, heated, restrooms inside. Full kitchen with 2 microwave ovens, refrigerator/freezer, 8 folding banquet tables with 50 chairs. Large charcoal grill outside. Includes entrance fee up to 100 persons. **Security deposit required.**

Group Recreation Hall - Security Deposit

per day	\$300.00	\$300.00
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deposit	\$100.00	\$100.00
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Group Picnic Area - capacity 100 persons - specific location not guaranteed
Includes entrance fee up to 10 persons.

per day	\$50.00	\$50.00
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Amphitheater only - capacity 220 persons

per day	\$100.00	\$100.00
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Amphitheater rented in conjunction with Group Recreation Hall

per day	\$25.00	\$25.00
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CANCELLATION FEE:

Applies to each site or facility reservation.

per site/facility	\$20.00	\$20.00
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RV/TRAILER DUMP FEE (if not camping in park - no entrance fee):

per vehicle	\$25.00	\$25.00
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EXCESS VEHICLE PARKING (all vehicles over 2 vehicles per site):

per vehicle	\$5.00	\$5.00
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BUTTERFLY GARDEN (private events only - does not include entrance fee):

per event	\$50.00	\$50.00
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EXTRA PERSON OCCUPANCY FEE:

Applies to each site and facility.

per person	\$3.00	\$3.00
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Other Parks and Recreation

SPECIAL EVENTS PERMITS: (by application only)

per event	\$30.00	\$30.00
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BOARDWALK PAVILION (4 hr maximum - deposit required):

per hour	\$100.00	\$100.00
deposit	\$200.00	\$200.00

LOUISE HAYS LARGE PAVILION AND PLAZA AREA (deposit required)

per day	\$125.00	\$200.00
deposit	\$150.00	\$200.00

FAMILY PAVILION (deposit required)

per day	\$0.00	\$100.00
deposit	\$0.00	\$100.00

FOUNTAIN AND PLAZA (limit of one rental per weekend)

per 1/2 day	\$0.00	\$500.00
deposit	\$0.00	\$300.00

TRANQUILITY ISLAND (deposit required)

per day	\$0.00	\$150.00
deposit	\$0.00	\$150.00

	Adopted October 1, 2013	Proposed October 1, 2014
CARVER PARK PAVILION AND BBQ AREA:		
10 tables and restrooms - all day - security deposit required	per day \$75.00	\$100.00
	deposit \$100.00	\$100.00
SMALL PARK PAVILIONS (various locations - security deposit required):		
	per day \$40.00	\$40.00
	deposit \$25.00	\$25.00
RIVER TRAIL (trailheads) - deposit required		
KSP to G Street (2.2 miles)	per day \$0.00	\$200.00
G Street - Tranquility Island (1 mile)	per day \$0.00	\$200.00
Tranquility Island - Riverside Nature Center (.7 mile)	per day \$0.00	\$100.00
All of Trail	per day \$0.00	\$500.00
	deposit \$0.00	equal total rental
ATHLETIC FIELD/COURT (without lights):	per hour \$15.00	\$15.00
ATHLETIC FIELD/COURT (with lights):	per hour \$20.00	\$20.00
CENTENNIAL STAGE (with electricity - security deposit required):	per day \$125.00	\$200.00
CENTENNIAL STAGE (without electricity-security deposit required):	per day \$50.00	\$100.00
	deposit \$150.00	\$200.00
SOFTBALL FEES (deposit requirements below):		
Field - without lights	per day \$150.00	\$150.00
Field - with lights	per day \$170.00	\$170.00
Tournament - Deposit	per event \$150.00	\$150.00
Base and equipment - Deposit	per event \$100.00	\$100.00
TENNIS COURT FEES:		
All ages - 1 1/2 hour - single reservation	per person \$3.00	\$3.00
All ages - 2 hours per doubles reservation	per person \$3.00	\$3.00
TENNIS TOURNAMENT FEES:	Negotiated in contract	
Exemptions:		
KISD tournaments and practice		
Schreiner University tournaments		
TENNIS ANNUAL FEES:		
Juniors (under 21 years)	per person \$90.00	\$90.00
Adults (21 and over)	per person \$150.00	\$150.00
Family	per family \$225.00	\$225.00
KISD Joint Use	per agreement	
SWIMMING POOL ADMISSION FEES:		
Olympic Pool - Adult (13 and older)	per person \$1.00	\$1.00
Olympic Pool - Children (4 - 12 years)	per person \$1.00	\$1.00
Olympic Pool - Children (3 year and under with adult)	per person \$0.00	\$0.00
Olympic Pool - Non swimmers - all ages	per person \$1.00	\$1.00
SWIMMING POOL RENTAL FEES (does not include pool admission):		
Private party - includes lifeguards	2 hours \$200.00	\$200.00
SWIMMING POOL PAVILION FEES (does not include pool admission or rental):	2 hours \$20.00	\$20.00
SWIMMING POOL/PAVILION CANCELLATION FEE:	per site \$10.00	\$10.00
SWIMMING LESSONS:	per person \$35.00	\$35.00
PLANNING DEPARTMENT		
CONCEPT PLANS:	each \$500.00	\$500.00
PRELIMINARY PLANS:	\$300.00 plus the greater of \$20.00 per lot or \$10.00 per acre	\$20.00 per lot or \$10.00 per acre
FINAL, MINOR, VACATING, DEVELOPMENT, AMENDING PLATS, REPLATS:	\$150.00 plus the great of \$10.00 per lot	\$10.00 per lot

	Adopted October 1, 2013	Proposed October 1, 2014
ZONING MAP AMENDMENT (Planned development, special use permit):	each \$300.00	\$300.00
TEXT AMENDMENT:	each \$300.00	\$300.00
ZONING VARIANCE:	each \$150.00	\$150.00
APPEAL TO CITY COUNCIL OR PLANNING & ZONING COMMISSION:	each \$15.00	\$15.00
ADMINISTRATIVE APPEAL:	each \$150.00	\$150.00
LAND USE PERMIT	each \$25.00	\$25.00

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

POLICE DEPARTMENT

ACCIDENT REPORTS:	each \$6.00	\$6.00
ALARM SERVICE (Police):	each \$25.00	\$25.00
FALSE ALARM FEE:		
More than 3 times but fewer than 6 in preceding 12 month period	\$50.00	\$50.00
More than 6 times but fewer than 8 in preceding 12 month period	\$75.00	\$75.00
More than 8 or more times in preceding 12 month period	\$100.00	\$100.00
FINGERPRINTING:	\$10.00	\$10.00
FUNERAL ESCORT SERVICE: (minimum of 2 officers with 2 hours per officer)	\$120.00	\$160.00
HOUSE MOVING & OTHER ESCORT:	\$30.00	\$30.00
LETTERS OF CLEARANCE:	\$10.00	\$10.00
OFFENSE/INCIDENT REPORTS:	\$4.00	\$4.00
PARADE DEPOSITS:		
Deposit - Class A (Less than 50 entries)	\$250.00	\$250.00
Deposit - Class B (More than 50 entries)	\$750.00	\$750.00
Deposit - Class C (motorcades, marches, etc.)	\$100.00	\$100.00
PARADE FEES:		
Class A	\$50.00	\$50.00
Class B	\$100.00	\$100.00
Class C	\$25.00	\$25.00
STOCK DRIVER PERMIT:	\$5.00	\$5.00
ALARM SERVICE PERMIT FEE:		
Residential	\$50.00	\$50.00
Commercial	\$100.00	\$100.00

PUBLIC WORKS

TRAFFIC CONTROL FEE:	per man hour \$40.00	\$40.00
BANNER PERMIT:	per banner \$60.00	\$60.00
BANNER PERMIT ADMINISTRATION FEE:	per banner \$25.00	\$25.00
STREET SIGNS:	per sign \$250.00	\$250.00
SIDEWALK CAFÉ:	per table \$50.00	\$50.00

SOLID WASTE

SOLID WASTE COLLECTION SERVICE LICENSE:

Application Fee:

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

	Adopted October 1, 2013	Proposed October 1, 2014
per permit	\$150.00	\$150.00
each vehicle	\$5.00	\$5.00
each	\$250.00	\$250.00
each	\$5.00	\$5.00

Application Renewal:

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

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

SOLID WASTE DISPOSAL SERVICE:

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

per ton	\$44.38	\$44.38
less than 360lbs	\$10.10	\$10.10
per ton	\$44.38	\$44.38
less than 360lbs	\$10.10	\$10.10
per yard	\$10.14	\$10.14
per yard	\$10.14	\$10.14
per yard	\$10.14	\$10.14
per yard	\$10.10	\$10.10
per ton	\$11.00	\$11.00
per ton	\$44.38	\$44.38
less than 360lbs	\$10.10	\$10.10
per gallon	\$0.25	\$0.25
each	\$2.58	\$2.58
each	\$12.83	\$12.83
each	\$8.53	\$8.53
each	\$32.85	\$32.85
each	\$1.18	\$1.18
each	\$2.35	\$2.35
each	\$6.44	\$6.44
per occurrence	\$5.00	\$5.00
per month	\$5.72	\$5.82
per month	\$4.60	\$4.69
per month	\$4.29	\$4.37
per month	\$4.60	\$4.69
per month	\$2.08	\$2.12
per month	\$3.43	\$3.49

SOLID RECYCLING SERVICE:

- Recycling bins

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

WATER TAPS:

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

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

WATER METER SET/INSTALL, IF THE WATER TAP EXISTS:

- 3/4 X 5/8 meter- Material, labor and equipment
- 3/4" meter - Material, labor and equipment
- 1" meter - Material, labor and equipment
- Above 1" in size will be quoted using current pricing for meter/materials

	\$200.00	\$200.00
	\$175.00	\$175.00
	\$250.00	\$250.00
To be determined		

SEWER TAPS:

- 4" tap - Material, labor and equipment - Out of manhole
- 6" tap - Material, labor and equipment - Out of manhole
- 6" tap - Material, labor and equipment - With manhole
- Additional charge per foot of depth for manholes over 8 feet deep

	\$1,441.40	\$1,441.40
	\$1,560.00	\$1,560.00
	\$3,712.00	\$3,712.00
	\$200.00	\$200.00

	Adopted October 1, 2013	Proposed October 1, 2014
SEPTAGE:		
Septage/chemical toilet waste received at treatment plant	\$0.08	\$0.08

LABOR AND EQUIPMENT FOR REQUESTED SERVICES:

Labor	per hour/person	\$23.40	\$23.40
Backhoe/Loader	per hour	\$45.00	\$45.00
Dump Truck	per truck	\$30.00	\$30.00
Hydro-jet Sewer Cleaning Truck	per hour	\$95.00	\$95.00
Air Compressor	per hour	\$12.50	\$12.50
Televising Wastewater Mains (per hour - includes crew and equipment)	per hour	\$150.00	\$150.00
Service Truck with tools	per hour	\$25.00	\$25.00
Backflow Prevention Test - Reduced Pressure Zone Device	per test	\$100.00	\$100.00
Backflow Prevention Test - Double Check Device	per test	\$70.00	\$70.00
Scale Fee	each	\$1.00	\$1.00
Water Violation Reconnect Fee	each account	\$25.00	\$25.00
Sewer Only Customers	each account	\$50.00	\$50.00
Inspection Fee For Privately installed water + wastewater tap	each account	\$50.00	\$50.00

WATER WELL LICENSE APPLICATION:

each	\$50.00	\$50.00
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LABORATORY SERVICES (by parameter, per each test):

Alkalinity (as CaCO2)	per test	\$20.00	\$20.00
Ammonia Nitrogen	per test	\$30.00	\$30.00
Total BOD5	per test	\$33.00	\$33.00
Carbonaceous BOD5	per test	\$40.00	\$40.00
Chlorides	per test	\$10.00	\$10.00
Conductivity	per test	\$5.00	\$5.00
Iron	per test	\$15.00	\$15.00
Hardness, Total	per test	\$15.00	\$15.00
Nitrogen, Nitrate	per test	\$18.00	\$18.00
Nitrogen, Nitrite	per test	\$18.00	\$18.00
Oil and Grease	per test	\$45.00	\$45.00
Phosphorous, Total	per test	\$20.00	\$20.00
Solids, Total Dissolved	per test	\$35.00	\$35.00
Solids, Total Suspended	per test	\$15.00	\$15.00
Solids, Volatile Suspended	per test	\$15.00	\$15.00
Sulfates	per test	\$15.00	\$15.00
Total Organic Carbon	per test	\$50.00	\$50.00

BACTERIOLOGICAL TEST:

Total Coliform/E. Coli (presence/absense)	per test	\$16.00	\$16.00
Coliform, Fecal (count)	per test	\$20.00	\$20.00
Total Coliform/E. Coli Enumeration (Quanti-Tray)	per test	\$18.00	\$18.00
Heterotrophic Plate Count	per test	\$20.00	\$20.00

SAMPLE COLLECTION FEE

Water Sample Collection Fees (inside of city limits only)	per test	\$25.00	\$25.00
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STANDARD ANALYSIS PACKAGE (DRINKING WATER)

Included: Alkalinity, chlorides, conductivity, total hardness, Iron, Nitrate, Sulfate, total dissolved solids, total coliform/E. coli		\$100.00	\$100.00
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WATER RECORDS/FINANCE DEPARTMENT

RETURNED ITEM HANDLING:

(Checks, bank drafts, credit or debit cards)	per item	\$25.00	\$25.00
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LIEN FILING FEE

ACTUAL COST		
per account	\$25.00	\$25.00
per account	\$15.00	\$15.00

NEW ACCOUNT FEE (water, sewer, garbage):

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

per account	\$25.00	\$25.00
per account	\$15.00	\$15.00

UTILITY CUSTOMER DEPOSIT:

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

SERVICE CHARGE:

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

During regular business hours

After regular business hours, weekends, holidays

	Adopted October 1, 2013	Proposed October 1, 2014
per account	\$25.00	\$25.00
per account	\$50.00	\$50.00

RECYCLING BINS:

Residential - 1st one complimentary; additional bins

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

Residential

Monthly Account Maintenance Fee

0 - 6000 gallons

6,001 - 15,000 gallons

15,001 - 25,000 gallons

25,001 - 50,000 gallons

50,001 and up gallons

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

Commercial

Monthly Account Maintenance Fee

0 - 25,000 gallons

25,001 - 50,000 gallons

50,001 and up gallons

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

Irrigation

Monthly Account Maintenance Fee

0 -15,000 gallons

15,001 - 25,000 gallons

25,001 and up gallons

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

Fire Hydrant

Monthly Account Maintenance Fee

Deposit (refundable)

Meter Set-up or Move

New Account Fee

0 -15,000 gallons

15,001 - 25,000 gallons

25,001 and up gallons

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

WATER RATES - OUTSIDE CITY LIMITS

Residential

Monthly Account Maintenance Fee

0 - 6000 gallons

6,001 - 15,000 gallons

15,001 - 25,000 gallons

25,001 - 50,000 gallons

50,001 and up gallons

per account	\$17.15	\$17.15
per 1,000	\$4.59	\$4.59
per 1,000	\$5.19	\$5.19
per 1,000	\$6.57	\$6.57
per 1,000	\$8.36	\$8.36
per 1,000	\$10.68	\$10.68

Commercial

Monthly Account Maintenance Fee

0 - 25,000 gallons

25,001 - 50,000 gallons

50,001 and up gallons

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

Irrigation

Monthly Account Maintenance Fee

0 -15,000 gallons

15,001 - 25,000 gallons

25,001 and up gallons

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

Fire Hydrant

Monthly Account Maintenance Fee

Deposit

Meter Set-up or Move

New Account Fee

0 -15,000 gallons

15,001 - 25,000 gallons

25,001 and up gallons

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

EFFLUENT OR RE-USE WATER (pumped):

Monthly Account Maintenance Fee

(unless otherwise agreed to in separate contract)

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

WATER BY THE TRUCK LOAD:

Re-Use Water

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

Potable Water

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

	Adopted October 1, 2013	Proposed October 1, 2014
per load	\$10.00	\$10.00
per load	\$17.50	\$17.50
per load	\$12.20	\$12.20
per load	\$20.00	\$20.00

SEWER RATES - INSIDE CITY LIMITS:

Residential

Monthly Account Maintenance Fee
Per 1,000 gallons

Commercial

Monthly Account Maintenance Fee
Per 1,000 gallons

Wholesale

Wholesale Sewer rate
Wholesale sewer rate excess capacity

	\$8.55	\$8.55
	\$5.17	\$5.17
	\$8.55	\$8.55
	\$5.50	\$5.50
	\$5.10	\$5.10
per day	\$1,000.00	\$1,000.00

SEWER RATES - OUTSIDE CITY LIMITS:

Residential

Monthly Account Maintenance Fee
Per 1,000 gallons

Commercial

Monthly Account Maintenance Fee
Per 1,000 gallons

Wholesale

Wholesale Sewer rate
Wholesale sewer rate excess capacity

	\$12.83	\$12.83
	\$7.76	\$7.76
	\$12.83	\$12.83
	\$8.25	\$8.25
	\$5.10	\$5.10
per day	\$1,000.00	\$1,000.00

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

Agenda Item:

2H. Professional services agreement with Freese and Nichols, Inc. for design of a river trail along the north side of the Guadalupe River from the Riverside Nature Center to the west property line of the City's Lowry Park located on Guadalupe Street, in an amount not to exceed \$67,000.00. (staff)

RECOMMENDED ACTION

The Director of Engineering recommends the City Council authorize the City Manager to enter into a Professional Services Agreement with Freese and Nichols, Inc. for design of a river trail along the north side of the Guadalupe River from the Riverside Nature Center to the west property line of the City's Lowry Park property located on Guadalupe Street, in an amount not to exceed \$67,000.00.



EXHIBIT A - SCOPE OF SERVICES

BASIC SERVICES: FNI shall provide the following professional services in connection with the development of the Kerrville Lowry Park River Trail – Trail Design and Topographic Survey:

1.0 SCOPE OF PROJECT

Design of a river trail along the north side of the Guadalupe River from the Riverside Nature Center approximately 1,100 feet to the western property line of the City's property between Parcels 27 and 28 as identified on the parcel map provided by the City. Trail to be 10 feet wide and constructed of concrete. One (1) pedestrian crossing (bridge or low water crossing) at Town Creek will be constructed. Other infrastructure such as culverts, minor retaining walls, etc., will be constructed as determined necessary. Other trail amenities will be constructed such as informational kiosks, rock benches, signage, etc.

The intent of this assignment is to identify a route for the proposed trail that will be approved by the City and, upon approval, FNI will then proceed with the design of the trail along this route and will produce construction drawings for this project to be advertised, bid and constructed.

2.0 PROJECT MANAGEMENT

- 2.1 Provide project coordination and administration of project team including internal project meetings and other coordination with City.
- 2.2 Review trail routing study and conceptual cost information with City. No formal presentations to the City are included in this scope of services.

3.0 TOPOGRAPHIC SURVEY

- 3.1 Provide Topographic data and AutoCAD base map with 1 foot contours for trail:
 - Tie into existing trail area at the Riverside Nature Center and continue approximately 1,100 feet to the beginning of the trail identified in the trail study report (separate contract) at a point between Parcels 27 and 28 as identified on the parcel map provided by the City.
 - Limits of topographic survey to be 60 foot wide along trail and 100 foot wide at the creek crossing.
 - Locate any visible utilities along defined path.
 - Locate approximate parcel lines within plus or minus one foot accuracy during initial field survey.
 - Locate trees 6 inches and larger within defined 60 foot wide pathway.
 - Designation and limits of any Special Flood Hazard Area depicted on the most recent Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FEMA), for this area.

- 4.0 **GEO-TECHNICAL SERVICES** – Rock Engineering will provide geotechnical report and services for paving design and pedestrian crossing structure at Town Creek.

5.0 FLOOD STUDY ANALYSIS

- 5.1 Data Collection: Obtain existing conditions hydraulic model from the City.
- 5.2 Hydraulic Modeling
 - Develop a pre-project model by modifying the existing hydraulic model to include new cross sections at the proposed project site based on existing topographic conditions.
 - Modify the pre-project hydraulic model to represent post-project conditions.
 - Compare the 100-year existing and fully developed pre-project hydraulic model results to the proposed project hydraulic model results.
- 5.3 Summarize the hydraulic results in a technical memorandum.
- 5.4 Alternative analyses for the proposed pedestrian bridge and grading will be additional services.

6.0 CONSTRUCTION DOCUMENTS

- 6.1 Base mapping and program development.
 - FNI will conduct a walk-through of the site and general area with the City to visually inventory the existing site features, both on-site and off-site.
 - FNI will utilize the following information to develop the base map and a trail route:
 - Aerial photography as the base with City furnished GIS information such as contours, tax parcels and other features to be indicated.
 - Additional data provided by the City such as environmental, historical, USGS, utilities, easements, property lines, and other formation, if any.
 - Data compiled through environmental desk top review (performed under separate contract).
 - Observations made during site visit such as large trees, drainage ways, utilities, structures, steep grades or other issues related to terrain that will affect design and/or construction of the trail.
 - Topographic Survey.
 - During the base mapping, FNI will meet with the City staff to discuss the trail improvement Program and specifically define the City's goals for the trail development. This meeting will also confirm the final budget allocation by the City for the construction of the trail improvements.
 - Based upon the topo survey and information noted above, FNI will prepare an existing conditions base map(s) for use in Concept Design, Design Development and Final Construction Documents. The City will provide any additional existing survey information available for the Nature Center as necessary.
 - The Lowry Park trail head (just west of Town Creek) conceptual plan furnished by the City will be incorporated into the trail routing document. No other trailheads are anticipated for this section of proposed trail.
- 6.2 Preliminary Design Concept Plan
 - Based on the City approved vision, goals and program, FNI will prepare one (1) Preliminary Design Concept Plan for the proposed trail improvements.

- FNI will attend one (1) meeting with the City to review the approved Preliminary Design Concept Plan and Cost Estimate to confirm the overall design and obtain City approval before proceeding into the Design Development phase of work. If the City substantially increases the program, FNI will review with the City the required additional fees necessary to cover the increase in scope of work. FNI will not proceed into the Design Development phase until the final program, cost estimates, and design fees have been approved in writing by both FNI and the City.
- Based upon the approved Preliminary Design Concept Plan, FNI will prepare a preliminary cost estimate for the proposed trail improvements.

6.3 Design Development

- Based upon approval of the Preliminary Design Concept plan from the City, FNI will prepare Design Development drawings for the proposed trail improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents.
- The City will provide to FNI all front end documents, contracts, insurance requirements, general conditions, etc. for use by FNI in preparing the specifications and contract documents.
- FNI will prepare a preliminary Table of Contents for the specifications and contract documents.
- Based upon the Design Development drawings, FNI will prepare a 50% cost estimate for the proposed trail improvements.
- FNI will submit the Design Development drawings, Cost Estimate and Table of Contents for the specifications and contract documents to the City for review and approval.
- The City will provide, in writing, to FNI all review comments for the Design Development drawings submittal. FNI will obtain these comments and approval from the City prior to proceeding into the final construction documents.

6.4 Final Construction Documents

- Based upon approval from the City for the Design Development drawings submittal, FNI will prepare final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the specifications and contract documents.
- Based upon the 95% Construction Documents, FNI will prepare a final cost estimate for all the proposed trail improvements.
- FNI will submit the 95% Construction Documents and cost estimate to the City for final review and comments. The City will provide FNI final written review comments for all revisions requested to the Final Construction Documents.
- Based upon the final written comments received from the City, FNI will prepare final 100% Construction Documents for the City to utilize in bidding the project.
- FNI will submit the final Construction Documents to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. The accessibility review will include compliance with TAS and ADA requirements.

6.5 Bid Phase

- FNI will attend a pre-bid meeting with the City and the potential bidders.
- FNI will prepare addendum(s), if required, during the bid phase.

- FNI will assist the City in reviewing the Contractor's bids and providing a Bid Tabulation and a recommendation to the City for award of contract.
- City will manage all other bid phase activities.

6.6 Construction Administration

- FNI will attend a pre-construction meeting with City and the Contractor.
- The City will be responsible for the day-to-day administration of the construction contract.
- FNI will attend four (4) progress meetings/site visits during construction to evaluate completion of work by the Contractor. Should the number of required meetings increase, this will be an additional service provided by FNI and approved by the City. FNI will prepare a written Site Visit Memorandum for each site visit.
- FNI will review shop drawings and other submittals provided by the Contractor. Pay applications will also be reviewed by FNI if requested by the City.
- FNI will assist the City in attending one (1) final project walk-through meeting with the Contractor to review the completion of work. FNI will provide written comments to the City for the preparation of a final "punch list" for work to be completed by the Contractor.
- FNI will proceed with the performance of construction phase services as described. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

7.0 ASSUMPTIONS

- 7.1 The City has designated a construction budget for the Kerrville West River Trail. Should this construction budget increase substantially, as solely determined by the City, or should the City require a significant number of alternate bid items to be included in the construction document package, FNI and the City staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.
- 7.2 The City will provide all available base information necessary to complete the Scope of Services described herein. All information provided by the City is assumed to be accurate and complete unless otherwise indicated. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City.
- 7.3 This Scope of Services does not include water permitting related to the following agencies: U.S. Army Corps of Engineers 404 Permitting; Federal Emergency Management Agency (FEMA) map revision preparation and processing; Texas Commission on Environmental Quality (TCEQ) permits or applications

- 7.4 Any services for environmental engineering such as an Environmental Assessment (E.A.) or Environmental Impact Statement (E.I.S.) are not included in this Scope of Services and would be considered additional services.
- 7.5 No additional public meetings and/or presentations are provided within this Scope of Services
- 7.6 The City will pay for all required governmental processing fees and public notice advertising costs.
- 7.7 This Scope of Services does not include additional mass grading studies other than the required site grading for the proposed trail improvements.
- 7.8 It is anticipated that the trail design will be prepared as one bid package. If additional bid packages are required by City, this will be an additional service.
- 7.9 Environmental and archeological survey services are not included in this scope of work as these services are included in the Kerrville West River Trail – Trail Routing Study and Topographic Survey Scope under separate contract.

ADDITIONAL SERVICES: Any task not included in the above described tasks is considered an Additional Service. Should the City request additional services be provided by FNI, the associated scope, schedule and fee will be determined on a case by case basis.

DELIVERABLES

1. Topographic Survey (One full size drawing and a PDF file on USB flash drive)
2. Geotechnical Report (One printed report and a PDF file on USB flash drive)
3. Flood Study Analysis (One printed report and a PDF file on USB flash drive)
4. Construction Documents
 - a. Base Mapping and Program Development
 - Existing Conditions Base Maps
 - Trail Development Program
 - b. Preliminary Design Concept Plan.
 - Illustrative Concept Plan (Three full size drawing sets and a PDF file on USB flash drive)
 - Preliminary Design Cost Estimate
 - c. Design Development.
 - Design Development drawings (Three full size drawing sets and a PDF file on USB flash drive)
 - Table of Contents for contract documents booklet
 - Design Development Cost Estimate
 - d. Final Construction Documents.
 - 95% Construction Documents (Three full size drawing sets and a PDF file on USB flash drive)
 - Final Cost Estimate
 - 100% Construction Documents (Three full size drawing sets, 5 half size drawing sets, 5 sets of specifications, and a PDF file on USB flash drive)

- Submission of Construction Documents for TDLR review
- e. Bid Phase.
 - Bid Documents
 - Addenda Preparation
 - Bid Tabulation
 - Review of contractor bids and letter of recommendation for award of contract
- f. Construction Administration.
 - Site Visit Memoranda for site visits
 - Review of submittals
 - Final punch list from the final project walk-thru

SCHEDULE

1. The Schedule for completing the Trail Design and Topographic Survey is contingent on a sequence of steps to be completed. The steps for project completion and the duration of each of these steps is estimated as follows:

a. Notice to proceed/Kickoff Meeting	1 Week
b. Preliminary Trail Routing	1 Week
c. Client Review	1 Week
d. Site Visit	1 Week
e. Topographic Survey	3 Weeks
f. Geotech Analysis	3 Weeks
g. Preliminary Design	2 Weeks
h. Client Review	1 Week
i. Design Development	4 Weeks
j. Client Review	1 Week
k. Final Design	4 Weeks
l. Client Review	1 Week
m. Bid and Award	4 Weeks
n. Construction	20 Weeks

2. The intent is to sequence and overlap tasks where possible to expedite the assignment. The intent is to perform the preliminary items of work concurrently with the Kerrville River Trail Routing Study (under separate contract) as some of the tasks performed under that contract will provide information needed to complete the design identified in this Scope of Work. The total anticipated time from NTP to commencement of construction is estimated to be 22 weeks. Construction is estimated at 20 weeks.

FEE SUMMARY:

1. Lump Sum Fee	–	<u>\$67,000</u>
a. Trail Design	–	\$34,500
b. Topo Survey	–	\$ 5,500
c. Geotechnical	–	\$ 6,500
d. Flood Study	–	\$13,000
e. Bid Phase	–	\$ 2,500
f. Construction	–	\$ 5,000
Phase Support		

Agenda Item:

21. Professional services agreement with Freese and Nichols, Inc. for a routing study and topographic survey for a river trail along the north side of the Guadalupe River from Lowry Park to Guadalupe Park, in an amount not to exceed \$75,000.00. (staff)

study and topographic survey for a river trail along the north side of the Guadalupe River from Lowry Park to Guadalupe Park, in an amount not to exceed \$75,000.00.



EXHIBIT A - SCOPE OF SERVICES

BASIC SERVICES: FNI shall provide the following professional services in connection with the development of the Kerrville West River Trail – Trail Routing Study and Topographic Survey:

1.0 SCOPE OF PROJECT

Routing Study of a river trail along the north side of the Guadalupe River from the western property line of the City's property between Parcels 27 and 28 as identified on the parcel map provided by the City approximately 4,000 feet west to Guadalupe Park. Trail to be 10 feet wide and constructed of concrete. Other infrastructure such as low water crossings, culverts, minor retaining walls, etc., will be constructed as determined necessary. Other trail amenities will be constructed such as informational kiosks, rock benches, signage, etc.

The intent of this assignment is identify a route for the proposed trail that will be approved by the City. The City will then decide if it will proceed with the design of a trail along this route under a separate design contract. This scope of work does not include design, bid or construction phase services.

2.0 PROJECT MANAGEMENT

- 2.1 Provide project coordination and administration of project team including internal project meetings and other coordination with City.
- 2.2 Review trail routing study and conceptual cost information with City. No formal presentations to the City are included in this scope of services.

3.0 TRAIL ROUTING STUDY - Develop preliminary trail routing plan for an approximately 4,000 feet section of the Kerrville West River Trail from the western property line of the City's property between Parcels 27 and 28 west to Guadalupe Park. This section of trail is identified as a portion of Package C on a trail map provided to FNI by the City. The following tasks will be included in the study:

- 3.1 Kick-off Meeting – Attend overview meeting with the City to review the preliminary trail route prior to site visit by the team.
- 3.2 Site Visit – Walk the site to review the initial trail alignment, opportunities and constraints, and determine the preferred trail alignment with trailhead locations. Identify potential infrastructure improvements necessary to accommodate the trail such as low water crossings, bridges, culverts, ramps, switchbacks, etc.

Interpolate data from off-site visual observation, aerial and other available maps, and any other information provided by City on portions of the proposed trail that rights of entry are not obtained, and are therefore not accessible at the time of the Study.

- 3.3 Public Involvement – Attend one public meeting with City staff to present and discuss preliminary proposed trail route.
- 3.4 Trail Routing Map – Provide trail route map to include:
 - Aerial photography as the base with City furnished GIS information such as

- contours, tax parcels and other features to be indicated.
- Additional data provided by the City such as environmental, historical, USGS, utilities, and other formation, if any.
- Data compiled through environmental desk top review.
- Observations made during site visit such as large trees, drainage ways, utilities, structures, steep grades or other issues related to terrain that will affect design and/or construction of the trail.
- Topographic Survey.

The alignment will involve the coordination and crossing of various private and commercial properties along the route.

The Guadalupe Park trail head conceptual plan furnished by the City will be incorporated into the trail routing document. No other trailheads are anticipated for this section of proposed trail.

- 3.5 Typical Trail Cross-Sections – Provide typical trail sections for various trail conditions along the trail.

4.0 TOPOGRAPHIC SURVEY

- 4.1 Provide Topographic data and AutoCAD base map with 1 foot contours for trail:
- Locate trail area between Parcels 27 and 28 at the City property line west of the Riverside Nature Center and continue through Guadalupe Park. Survey of the park itself, except for the trail route, is not included in this scope of services.
 - Limits of topographic survey to be 60 foot wide along trail (based on proposed 30 foot wide permanent trail easement).
 - Locate any visible utilities along defined path.
 - Locate approximate parcel lines within plus or minus one foot accuracy during initial field survey.
 - Locate trees 6 inches and larger within defined 60 foot wide pathway.
- 4.2 Provide signed and sealed easement documents to include a survey exhibit and legal description of each of 25 individual parcels for official easement acquisitions.

- 5.0 **ENVIRONMENTAL PERMIT REVIEW** – Review environmental issues within the alignment area associated with trail development. Summary of review documented in a memorandum for use in final design, project budgeting, and future permitting. This study does not include application for or acquiring of any permits required to construct the project.

- Desktop Review – Utilize online resources including but not limited to USGS topographic maps, archeological databases, soil surveys, natural resources diversity database, and GLO easement database to identify known or recorded environmental constraints.
- Field Survey – Identify critical points along the route including potential waters of the U.S., threatened or endangered species habitat, and large trees.
- Memorandum documenting observations and providing permitting scenarios and recommendations.
- Letter to Texas Historical Commission (THC) documenting observations.
- Archeological Pedestrian Survey – Survey performed if required by the THC.

6.0 OPINION OF PROBABLE CONSTRUCTION COSTS (OPCC) - Develop an opinion of probable construction costs based on the proposed trail routing plan.

ADDITIONAL SERVICES: Any task not included in the above described tasks is considered an Additional Service. Should the City request additional services be provided by FNI, the associated scope, schedule and fee will be determined on a case by case basis.

DELIVERABLES

1. Final Trail Routing Study:
 - a. One full size plan set with typical trail cross-sections and a PDF file on USB flash drive
 - b. One full size board mounted plan/rendering
 - c. One full size topographic survey plan
 - d. Official easement documents with legal descriptions of impacted parcels
 - e. Conceptual Opinion of Probably Construction Cost.

SCHEDULE

1. The Schedule for completing the Trail Routing Study and Topographic Survey is contingent on a sequence of steps to be completed. The steps for project completion and the duration of each of these steps is estimated as follows:

a. Notice to proceed/Kickoff Meeting	1 Week
b. Preliminary Trail Routing	3 Weeks
c. Client Review	1 Week
d. Site Visit	1 Week
e. Public Meeting	2 Weeks
f. Topographic Survey	3 Weeks
g. Easement Documents	4 Weeks
h. Routing Study/Environmental Review/OPCC	4 Weeks
2. The intent is to sequence and overlap tasks where possible to expedite the assignment. The total anticipated time from NTP to delivery of the final Routing Study is 14 weeks.

FEE SUMMARY:

1. Lump Sum Fee – \$75,000
 - a. Trail Study – \$21,000
 - b. Topo Survey – \$17,000
 - c. Easement Survey – \$20,000 (25 easements X \$800/easement)
 - d. Environmental – \$ 9,000
 - e. Archeological – \$ 8,000
2. Easement survey cost will be adjusted to reflect actual parcels surveyed at the cost of \$800 per parcel.
3. Archeological cost of \$8,000 will be billed only if a survey is required by the THC.

Agenda Item:

2J. Request for proposals (RFP) for bank depository contract. (staff)

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

SUBJECT: Approval of Request for Proposals (RFP) for Bank Depository Contract.

FOR AGENDA OF: September 9, 2014 **DATE SUBMITTED:** September 3, 2014

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

EXHIBITS: Request for Proposal draft

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The City entered into a bank depository agreement July 1, 2011 with Wells Fargo commencing July 1, 2011, and ending June 30, 2014, with the option for two (2) additional one-year periods by giving the bank at least thirty (30) days advance written notice prior to expiration date. In March 2014 it was mutually agreed with Wells Fargo management to extend the banking depository agreement six (6) months ending December 31, 2014 which would allow staff sufficient time to begin the process of developing a RFP for a bank depository with a three (3) year agreement commencing January 1, 2015 and ending December 31, 2017, with the option to extend the agreement for two (2) additional one-year periods.

RECOMMENDED ACTION

Staff recommends council approval for staff to seek bids for the City's bank depository service through the Request For Proposal process.

CITY OF KERRVILLE, TEXAS

REQUEST FOR PROPOSAL

BANK DEPOSITORY SERVICES

September 15, 2014

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- II. Proposal Qualifications and Submission Instructions
- III. Financial Environment Overview
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Attachment A: Schedule of Usage and Fee Proposal
Attachment B: Historical Rates
Attachment C: Conflict of Interest Form

CITY OF KERRVILLE, TEXAS

**BANKING SERVICES AND DEPOSITORY
REQUEST FOR PROPOSAL**

September 15, 2014

I. INTRODUCTION

The City of Kerrville, Texas (the "City") is requesting proposals for bank depository services with service to begin January 1, 2015 and extend through December 31, 2018 with two possible one-year extensions, if approved by the City Council.

Through this contract the City intends to minimize banking costs, improve operational efficiency, and maximize earnings. This Request for Proposal (RFP), which represents the City's cash management goals, specifies all the required qualifications, banking services required, activity volumes on accounts, method and terms of compensation, submission instructions, and contract award provisions.

PROPOSAL QUALIFICATIONS AND INSTRUCTIONS

By submitting a proposal in response to this RFP, depositories will be deemed to agree to the City's mandatory contract and service provisions contained herein.

The proposal submitted will be incorporated into and form the basis of the bank depository services contract along with this RFP.

1. Proposal Format

In order to equitably evaluate each bank's ability to meet the banking services needs of the City, a standard format for all proposals is required. A response must be given to each item in Sections IV through VI in the order given along with completion and submission of Attachments A and B. Only proposals submitted in the prescribed format and using the provided Attachments will be considered and evaluated for contract award. Additional explanatory information may be included by the bank.

Proposal submission must be in paper form and include an electronic copy of the RFP responses and completed attachments for City archival purposes.

2. Schedule for Proposal Submission

The City will make every effort to adhere to the following schedule.

September 15, 2014	Release of Request for Proposal
September 29, 2014	Deadline for submission of RFP questions (2:00pm CST)
October 2, 2014	Responses to questions provided (2:00pm CST)
October 10, 2014	Deadline for proposal submission (2:00pm CST)
November xx, 2014	City Council Action to Award Contract
January 1, 2015	Contract commencement

3. Proposal Submission

To be eligible for consideration under this request, one original and two (2) copies of each proposal shall be submitted by 2:00 pm CST on October 10, 2014 to the two addresses below. Proposals received after that time at the City address will not be accepted and will not be returned.

The original and two copies of the proposal must be submitted in paper form in a sealed envelope along with one electronic copy sent to the City.

The original and one copy of the proposal must be delivered by mail, express mail, or in person to following address:

Ms. Sandra Yarbrough
Finance Director
City of Kerrville
701 Main Street
Kerrville, Texas 78028-5069

830-258-1121
sandra.yarbrough@kerrvilletx.gov

One copy of the proposal is to be sent to:

Linda T. Patterson
Patterson & Associates
Barton Oaks Plaza II
901 S. Mopac, Suite 195
Austin, Texas 78746

512-320-5042
linda@patterson.net

A **cover letter**, not to exceed one page, must accompany the original and be signed by an individual authorized to bind the institution stating that the proposal is valid for 180 days from the submission date. The cover letter may contain an executive summary of the proposal but should not contain any information not submitted as part of the proposal.

Any banking institution submitting a proposal is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications.

4. **RFP Questions**

There will be no pre-proposal conference. Questions regarding this RFP, or the services requested, will be accepted in e-mail form only, at Sandra.Yarbrough@kerrvilletx.gov on or before 2:00 pm **September 29, 2014**. Responses to all material questions submitted will be communicated in writing to all known proposers by 2:00 pm **October 2, 2014**. If you have no questions but want the responses please send an email requesting the information.

5. **Selection Criteria**

The following general criteria will be used by the City as the basis for weighting the evaluation and for award recommendation.

- 25 % - banking services costs,
- 25 % - responsiveness and ability to provide services required,
- 25 % - earnings potential and funds availability,
- 10 % - experience and continuity of bank and bank officials, and
- 15 % - creditworthiness of the bank.

Especially in the current environment, creditworthiness and bank continuity are critical elements and concerns. Any bank without the highest credit standings will be eliminated from consideration. The City also considers service capabilities and customer service as primary. Along with service, the City will consider the cost of those services as well as the earnings potential of idle cash under the contract. These elements will be combined during the evaluation of the proposals.

6. **City Rights –**

The City reserves the right to:

- waive any defect, irregularity or informality in the proposal or proposal procedures,
- reject any and all proposals,
- request additional information or require a meeting with bank representatives for clarification,
- cancel and/or reissue this request for proposal, and modify deadlines.
- accept any proposal or portion thereof most advantageous to the City,
- negotiate with respondents,
- retain any or all provisions of this proposal if any provision of this proposal or resulting contract is deemed invalid,
- select any proposal deemed to be in the City's best overall interest, and

- award the contract based on the overall best interest of the City.

7. **Proprietary Information**

To the extent permitted by law, proposals will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information contained in the proposal should be designated as such on each page containing the information.

8. **Bank Fees**

The City will evaluate the proposals on a cost and earnings potential and both a fee and compensating balance basis for compensation will be considered. **The City requires the ability to change from compensating balances to fees or reverse on thirty (30) days written notice (corresponding to a reporting period) throughout the contract period to recognize earnings made possible by changes in interest rates.**

The City may chose a structure which will sweep accounts to either zero or their compensating balance each night through a master account or from individual accounts. On a fee basis the bank may, within five business days of City receipt of the monthly account analysis, direct debit the designated account for fees due, if no exceptions are found or objections made by the City. A complete account analysis will be required monthly regardless of the payment basis.

All item and account volumes are shown on Attachment A based on the prior year banking activity. All proposed fees should remain at the proposal price quoted for the duration of the initial three years of the contract period regardless of changes in service volumes during the period. The City has made every effort to present an accurate projection of service volumes based on historical usage. Volumes shown on Attachment A were obtained from actual account analyses over a six month period. As a result, no account analyses will be provided to any proposer.

Care should be taken to include all fees required to perform the services proposed. Fees not listed on Attachment A for required services will not be honored by the City during the contract basis. The City recognizes that changes in service levels, especially made in response to new technology, cannot be anticipated. Any material changes in service volumes may be discussed with the City during the contract period but any change in resultant pricing will require written City consent.

No change in fees for the two extension periods are anticipated but will be negotiated with and approved by the City. In no instance will the rate increases in extension periods exceed the Texas CPI increases during the same periods as reported by the Bureau of Labor Statistics.

Should entirely new services be required during the contract period not contemplated by this RFP, those services will be provided at fees mutually agreed upon by the banking institution and the City and will not be charged at more than the banking institution's *then-current published* rate.

9. **Conflict of Interest**

A Conflict of Interest Form as required by statute is included (Attachment C). This form must be completed and returned as part of the proposal. The form is intended to identify any potential conflicts that may exist in regard to the services described herein between the bank and the City. Conflicts identified will be investigated and may disqualify a respondent from being considered for this proposal, this does not imply automatic disqualification.

FINANCIAL ENVIRONMENT OVERVIEW

The City currently maintains four (4) accounts with the Payroll account a ZBA subsidiary to the main Operating Account. Historical monthly collected balances for the accounts are outlined below. Aggregate collected balances average \$4,245,800 monthly for all accounts.

Description	Average Monthly Collected Balance	Type Acct
Operating Account	\$ 4,245,800	ZBA Master
Payroll	\$ 00	ZBA Subsidiary
Employee Benefit Trust	\$ 500,000	Non-Interest bearing
Police	\$ 11,000	Non-Interest bearing

The majority of banking activity will occur in the City's Operating Account. All wires, securities transactions, and transfers process through this account. Utility credit card payments are currently clearing through a Merchant Bank ETS and deposited directly into operating account. The Operating Account is used to cover accounts payable, payroll, employee deferred compensation and tax payments. The account also directly receives ACH tax payments, utility customer drafts, and sends debt service payments. This account is funded primarily from transfers from Texpool funds or outside funds.

Bi-weekly payroll checks are written from the Operating Account for _____ employees for a total payroll averaging \$ _____. Direct deposit is used currently by ____ % of employees.

When used as the rates increase, a sweep would be used to sweep balances into an approved AAA-rated SEC registered government money market fund (not prime). Any or all City funds may be maintained and invested by the City outside this contract. The City will be under no obligation to maintain time or demand funds in the bank.

IV. FINANCIAL INSTITUTION QUALIFICATIONS

The proposal must include a response to each question in this Section.

1. Creditworthiness

In order to fulfill the City's fiduciary responsibility to protect public funds, each bank, submitting proposals shall provide, in response to this item:

- a. Provide an audited annual financial statement for the most recent fiscal period. The financial statements may be submitted as a link on the internet. The bank will be required to submit an audited statement to the City each year of the contract period, as soon as it is available. Confirm agreement to this requirement.
- b. Provide certification of the bank's Community Reinvestment Act (CRA) rating by the rating agency. The bank will be required to notify the City of any change in this rating during the contract period, as soon as it is available. Confirm agreement to this requirement.
- c. Provide the bank's current senior and subordinate debt ratings. independent rating agency such as Highline (Thompson Financial), Veribanc, or comparable agency. If not available, provide the most recent rating from a bank rating firm such as Veribanc. The bank will be responsible for notifying the City within thirty (30) days of any change in these ratings during the entire contract period. Confirm agreement to this requirement.

2. Customer Service

Service will be a focus of the evaluation. Describe the bank's philosophy and approach to satisfying this need.

- a. How many individuals does the bank have in the local bank? How will the bank provide relationship support for banking services? What approach or service program functions will be instituted to provide the best service?
- b. How is local service and overall contract performance monitored at the bank and holding company levels?
- c. How do the local employees and bank support the community and the City?
- d. What is distinctive about the bank's approach to its automation on services? Are there any new services planned which may impact the City?
- e. Is the bank offering any transition or retention incentives? Describe fully and quantify completely.
- f. What support will the bank be able to offer the City in a disaster situation to maintain stable banking functions? Focus on systems, telecommunications and power, operational facilities, and transportation.
- g. The City requires the right to use a third party auditor to review the City's accounts and transactions and the bank's records regarding the City and its transactions at any reasonable time. Confirm agreement with this condition.

3. References.

List references from at least three comparable public clients. For each reference, include the length of time under contract, a client contact, title, and email address.

4. Implementation timeline.

Provide the proposed, detailed timeline for implementation of the contract including the activities required by both parties and assignment of responsibilities during implementation.

- Note any provisions or requirements and when the implementation of services could or would be scheduled. (Specific information for lockbox implementation will be required below.)
- Denote any limitations.

VI. REQUIRED BANKING SERVICES

The proposal must include a response to each of the questions in this Section and all associated fees must be detailed on Attachment A.

1. Account Structure

Under this contract the City anticipates utilizing the same account structure with a master ZBA and one subsidiary ZBA account. When a sweep is feasible the master would be swept daily to an SEC registered government money market mutual fund striving to maintain a \$1 NAV.

- a. Describe the bank's ability to provide a ZBA structure.
- b. Can the bank provide a sweep to a money market fund? Is the sweep from the master account or can it be swept directly from individual accounts.
- c. Is the bank proposing a non-ZBA or sweep structure especially with the rates historically low? Describe.
- d. In a sweep, will sweep activity be reported on a daily transaction basis or only on a monthly basis?
- e. Will interest from the sweeps be applied at the master or account level?
- f. Are funds swept at end of day or next day? If next day, how are funds collateralized overnight – especially when balances are being swept to zero?
- g. Provide the prospectus for the offered fund if proposing a sweep for use during the contract. A AAA-rated, SEC registered government fund should be utilized for the sweep and it must strive to maintain a \$1 NAV.
- h. For interest bearing and money market accounts indicate any index/basis used to set the rate on the account.
- i. Will FDIC fees be charged to the account? On the analysis?

Neither offshore accounts nor repurchase agreements are acceptable as a sweep vehicle. The City may be required or may desire to open additional accounts or change accounts during the contract period. Any new accounts shall be charged at the same contracted amount.

2. **Automated Cash Management Information Access**

The City requires web-based, automated cash management services and prior day balance reporting for timely access to balance information and transactions on all accounts. It requires a high degree of automation within the various service areas.

Imaging of all checks and image retention is required. Imaging of deposit slips and deposit items is preferred. Preferably statements and account analyses will be available in electronic form.

Minimum on-line services should include balance reporting, stop pays, positive pay exceptions, account transfers, and wire transfers. Daily balance reporting should include detail on all transactions with summary reporting on closing ledger and collected balances along with one-day float, at a minimum.

- a. Fully describe the bank's on-line service capabilities. List system capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.).
- b. Are all reporting processes and services web-based?
- c. Detail the availability of prior day and intra-day detail and summary reporting. When is prior day information available? What is included? Is intra-day information real-time or delayed? Specify.
- d. Define the image and history retention features available.
- e. Can customized reports draw across reporting modules and activities (cross functionality)? Describe and detail.
- f. Describe back-up procedures for use by the City with any interruption in the automated system delivery of information.
- g. Describe the security protocol for online services. How is authentication and authorization provided? How is the administration of the security module established and maintained?
- h. What are the hours of available technical support? How is it provided?
- i. Submit samples of major screens and reports available or preferably provide a website link/demo along with sign-on information for an on-line review of all the services, if available. If not available, submit screen prints.
- j. Are check, deposit slips and other images available on-line? How long are images available on line?
- k. Is a monthly CD provided? What is on the CD? When is it available?
- l. How are images charged? Are they charged when created, viewed, or one time?

3. **Collection and Deposit Services**

Standard deposit services and remote deposit services are required. The City anticipates a daily deposit by staff with an average of three individual deposits and a potential for more deposits during tax periods. Deposits are batched with tapes attached. The City does not encode checks.

All deposits received by the bank's established deadline should be processed same day. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and U.S. government securities maturities and coupons. All other checks clearing will be based on the bank's published availability schedule. Failure to credit the account will require payment reimbursement to the City at the then-current Fed Funds rate. Returned items are to be re-deposited automatically.

- a. What is the bank's daily cut-off time to assure same day ledger and, pending availability, collected credit at (a) banking center, (b) branch, and (c) via remote?
- b. Does the bank require, or prefer, strapping and rolling? Are there cost benefits/requirements for separating cash and checks? Coin and check?
- c. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?
- d. When are credit/debit advices sent to the City from the various deposit location types? Are these advices sent electronically? Are originals or images of originals provided with each advice?
- e. Do daily reports include activity by account and location?
- f. Are all deposits designated by location and tracked as such through the reporting?
- g. Does the bank offer deposit location tracking and deposit reconciliation?

- h. How does the bank handle discrepancies in deposit amounts? What settlement process is followed?
- i. How and when does notification of return items take place? List the notification elements (date, status of return, reference number, account numbers and routing number, amount, etc.)
- j. What type deposit bags are used or required? Are these available from the bank? At cost?
- k. Differentiate between immediate and post verification.
- l. Are any deposits or credits delayed for any reason?
- m. How much advance notice is required on coin and currency orders? Can orders be placed on line? Is there any minimum purchase requirement? What is the turn-around time on orders?
- n. Include a list of all the bank's deposit locations in the City.
- o. Price the total fees which would apply to the following sample deposit as outlined below. (This does not reflect a *normal* City deposit and is used for comparison purposes only.) The cost would be \$_____.

SAMPLE DEPOSIT:
The sample deposit would be made (a) in four (4) tamper-proof deposit bags, (b) with strapped where possible as shown below, (c) with coins that are not rolled, (d) with tapes attached to bundled but not endorsed checks. The breakdown on the deposit is:

<i>Currency</i>			
Denom.	# Straps	Loose \$	Total \$
\$100	5	\$ 300	\$ 20,300
\$ 50	6	\$ 600	\$ 15,600
\$ 20	4	\$ 340	\$ 4,340
\$ 10	9	\$ 70	\$ 4,570
\$ 5	22	\$ 175	\$ 5,675
\$ 1	50	\$ 14	\$ 2,514
			\$ 52,999
<i>Coins</i>			
\$.25			\$ 427
\$.10			\$ 114
\$.05			\$ 10
\$.01			\$ 2
			\$ 553
<i>Checks</i>			
	280 checks		\$140,252
			<u>\$ 140,242</u>
			\$ 193,794

4. Remote Electronic Check Acceptance and Conversion

The City is interested utilizing remote check deposit at the City Hall location and possibly at two other locations during the contract period.

- a. Describe the bank's remote deposit process.
- b. Does the bank provide remote deposit processing currently? Give three references for comparable entities including a contact name, company and email address.
- c. What is the final cut-off time for remote deposits? Are there any limitations on batch size or limits on the number of transmissions per day?
- d. Once deposited through remote deposit does the bank hold the same liability as if checks were OTC deposited?
- e. How long must checks be retained by the City once remotely deposited?
- f. What options does the City have in scanners for use with the process? Is this equipment available through the contract? List the equipment required along with its approximate cost(s).

5. Disbursing Services and Commercial Card

Disbursing services are required to include the payment of all City payroll checks without charge upon presentation. The City requires positive pay services for all its checks and accounts and prefers payee verification.

The City has a commercial card program in place with the current depository. It is used for recurring purchases and purchase orders under \$1,500 and creates an average of 432 transactions per month.

The City does not have a mandatory direct deposit policy but actively encourages its employees to move to direct deposit. Currently pay cards are not used. Pay cards are discussed in a separate section of this RFP.

- a. When is daily check clearing information available online through intra-day reporting?
- b. Does the bank image all checks? When is the image available and how long it is retained online?
- c. What level of reporting on received items is included? (check number, dollar amounts, value dates, transaction codes, etc.)
- d. Does the bank agree to cash all non-account holder City payroll checks without fee to the check presenter or the City?
- e. Does the bank offer a commercial card program? Describe payment schedules, controls, and liabilities.
- f. Can the commercial card be fashioned as a purchasing card with built in limits on spending or types of purchases?

6. Positive Pay and Partial Reconciliation

The City uses positive pay on one account with partial reconciliation and one account without reconciliation. To safeguard against fraudulent checks, positive pay is required on the two accounts, preferably with payee verification. The City requires positive pay services with complete indemnification for fraudulent checks. The proposal must provide a fully automated and web compatible transmission process. Transmissions are made as part of each check run. Manual check information should be able to be input and transmitted on line.

- a. Describe data transmission file and timing requirements for check registers.
- b. Is payee verification available?
- c. Is positive pay input for manual checks available on-line? Describe.
- d. Is exception reporting and handling managed totally online? Describe.
- e. Does the bank review exceptions such as encoding errors for possible repair before creating a City exception item?
- f. At what time are positive pay exceptions reported to the City? How is it reported? Is the City alerted or must staff check daily for possible exceptions?
- g. At what time must exception elections be made and entered?
- h. What responses options are available? (Pay, No pay, Hold?)
- i. Are all checks, including those received OTC, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on over-the-counter transactions?
- j. If positive pay services are not available, state the bank's policy on liability for fraudulent checks.
- k. Does the bank provide or have available fraud control paper check stock?

Account Reconciliation

The City currently uses partial reconciliation on one account.

- a. Describe your partial reconciliation services.
- b. Does the bank provide deposit reconciliation services? If yes, describe.
- c. Describe the cost efficiencies, if any, of combining partial reconciliation with positive pay in your bank.
- d. Specify data transmission requirements.
- e. When are reports available from partial reconciliation? Are they provided online?
- f. Provide samples of account reconciliation reports.

7. Wires and Internal Transfer Services

The City has an average of seven incoming and four outgoing wires each month. Incoming wire transfers must receive same day credit. Wire initiation must be available online. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- a. Can outgoing wires be initiated and monitored on-line?
- b. Can repetitive templates be created?

- c. Do repetitive or non-repetitive wires require the same levels of authorization?
- d. Is dual authorization required for repetitive and non-repetitive wires?
- e. Is future dating of wires available? How far in the future?
- f. State wire access and cut-off times.
- g. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of daily activity or incoming wires.
- h. Is the ability to do internal transfers available on-line? Is there a fee for transfers?

8. ACH Services

ACH services are required for bi-weekly payroll direct deposit, direct debits for utility payments, transfers to pools, and for semi-annual debt service payments. On average there are 368 electronic credits posted monthly with 1,289 one-day and 1,541 two-day transactions monthly. The City requires pre-notification.

- a. Is ACH service fully available on-line for individual transactions as well as by transmission for batched files? What are the cut-off times.
- b. What is the policy on and handling of ACH returned items?
- c. Can ACH items be future dated? How far in advance?
- d. Describe specific filters and blocks available? Define and describe all your fraud filter options.
- e. Are ACH addenda shown in their entirety on-line and on reports and statements? Describe.
- f. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?

9. Investment of Idle Funds and Safekeeping Services

All City investments will be made by the City or its investment adviser and instructions for safekeeping will be given to the bank by an authorized staff member or the adviser. The bank will be required to provide book-entry safekeeping services through the bank or an approved correspondent. All securities must be cleared on a delivery versus payment (DVP) basis and ownership documented by original safe-keeping receipts to the City. All interest payments and maturities shall be given immediate credit.

The City anticipates a current average of five (5) to ten (10) securities in FRB or DTC safekeeping with the number increasing as rates rise. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt sent directly to the City within one business day. The bank's brokerage services will not be used in order to perfect DVP and assure independent third party safekeeping.

- a. Is on-line information available for securities? For clearing? For safekeeping?
- b. Describe bank safekeeping arrangements proposed internally or with a correspondent.
- c. If the bank is using a correspondent bank, identify the bank and describe the process to be used.

The City may choose to purchase time deposits from the bank but all time deposits will be competitively bid. The bank may provide a set basis for establishment of CD rates if desired.

11. Collateral Requirements

The City requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. City funds are public funds and fall under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) with additional restrictive City requirements. All time and demand funds above FDIC insurance coverage must be collateralized to **102%** with securities authorized by the City. Authorized collateral will include only:

- Obligations of the U.S. Treasury
- Obligations of U.S. Agencies and Instrumentalities (excluding letters of credit) to include mortgage backed securities which pass the *bank test*
- Obligations of any US state, their agencies and instrumentalities, and municipalities rated A or better by two nationally recognized rating agencies.

All securities pledged to the City will be held by an approved independent third party institution outside the bank's holding company. The bank will be responsible for the pricing of securities and continuous monitoring and

maintenance of margin levels. The custodian will provide a monthly report directly to the City on the collateral pledged. Preferably the custodian will provide market values on the securities.

A collateral agreement shall be executed under the terms of FIRREA¹ and approved by resolution of the bank's Board or Loan Committee.

The following conditions must be met as described and agreed to.

- Collateral must be held in an independent third party bank outside the bank's holding company.
 - All deposits will be collateralized at **102%** of principal plus accrued interest daily, excluding FDIC insurance.
 - The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
 - Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian.
 - The City will receive a report of collateral pledged including description, par, market value, and cusip monthly from the custodian at least monthly.
 - Substitution rights will be granted if the bank obtains the City's prior approval (or has online access to all collateral held) and if substituting securities are received before previously pledged securities are removed from safekeeping.
 - The bank shall execute a collateral agreement with the City for custody of pledged securities in full compliance with FIRREA not less than five days before commencement of the contract.
- a. Does the bank confirm agreement to the conditions stated above? If not, clearly define any exceptions and what will be substituted to assure City funds' safety.

12. Account Analysis

A monthly account analysis report shall be provided for each account and on a consolidated account basis. *Please note that a pro-forma analysis provided will not be used in lieu of the Attachment A to determine fees or monthly anticipated charges.*

- a. Provide a sample account analysis.
- b. State when the analysis will be available each month.
- c. Is the analysis provided on-line. Is it on a monthly CD, if one is provided?
- d. How long are analyses maintained on-line?

13. Monthly Statements

The bank will provide monthly account statements on individual accounts and on a consolidated account basis. All accounts are on a monthly cycle. Timeliness is critical.

- a. Provide a sample statement.
- b. State when statements are available in paper and online?
- c. Is the statement available on line? Also in paper form? Is the report on the monthly CD, if one is provided?
- d. How long are statements maintained online.
- e. If the monthly CD contains the statement, will there be an additional fee for a paper statement?

14. Account Executive

To insure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the City account to coordinate services and expedite the solution of any problem. The account executive should meet with City staff semi-annually on banking matters.

- a. Provide a structure for support to be provided by the bank. Explain how this support level will address problems and promote ongoing communications.

- b. Provide the name and title of the proposed account executive and one backup.
- c. Will this individual handle technical problems, questions, or changes? Daily operational difficulties?
- d. What kind of additional technical support is available after business hours and on weekends?

15. Overdrafts

Every effort will be made by the City to eliminate net aggregate daylight and overnight overdraft situations.

- a. State the bank's policy regarding aggregate overdraft charges and the fees, if any.

16. Stop Payments

The City currently averages one stop pay a month and requires a minimum six month stop pay period. An automated stop pay process is required.

- a. Describe the stop pay process.
- b. How long will original stop pays remain in effect?
- c. Can stop pays be renewed? How? For what periods?
- d. Can a stop pay be cancelled? How?
- e. What is the deadline for same day action?
- f. Will the on-line system verify if the check was cleared before accepting the stop pay?

17. Company Banking

Describe any program the bank has in place to benefit the employees of the City including services provided and applicable fees to the City or employee.

- a. Is availability only for employees using direct deposit or on City employment alone?
- b. List the services available to employees.

V. OPTIONAL SERVICE

The proposal must include a response to each question in this section and all fees associated with the service must be shown on Attachment A. If the service is not available respond as "Not Available".

The City continues to investigate new services for inclusion under its banking services contract. These services are not currently required but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for current, or future, use under the contract. The City will make its determination after receipt of the bids as to whether a particular service will be used initially or at all. If the service is initiated later in the contract period the services and charges stipulated in this proposal will be applied.

1. Stored Value Cards (Pay Cards)

The City currently does not utilize stored value cards but may consider it during the contract period especially for payroll. Users must have the ability to use the cards at point-of-sale as a debit card and/or for cash withdrawals at financial institutions and ATMs.

The purchasing ability of the cards must be limited to the stored value of the card. The City is authorized to assess fees from the user for issuing the stored value cards. The City must provide an opportunity for card holders to access the total amount of their funds either through ATM withdrawals or counter presentation without incurring a fee at the bank's own facilities.

The City will be responsible for marketing the use of the program and has total discretion on the distribution of the cards. The banking institution is required to provide card holders with all processing and transaction information. Services expected from the bank would include at a minimum:

- *embossing, encoding and distributing cards as directed by City*
 - *provision of electronic statements to cardholders via on-line web access*
 - *administration of accounts: maintenance of accounts, application of funds, authorization of transactions, related tracking*
 - *customer service functions*
- a. Does the bank provide pay cards or a comparable service? How long has this process been available?
 - b. How many customers use the service? Provide three comparable references for the service.
 - c. Which program (authorization mark) does your program use? (Visa, MasterCard (MC), etc.)
 - d. Describe the enrollment process. Is enrollment online and does it provide for batched and individual item processing?
 - e. What are the costs associated with inactivity (dormancy) and when is dormancy triggered?
 - f. Describe your customer servicing. Is multi-lingual customer service staff available?
 - g. Will the bank handle the escheatment process for terminated employees?
 - h. Describe data transmission requirements and deadlines?
 - i. Define all services charged to the card holder and show the associated fees on Attachment A.

2. Image Lockbox

The City is investigating the use of an image lockbox for receipt and posting of utility bills. Currently this process is completed efficiently in-house but an evaluation of the process, its costs, and its impact will be made.

- a. Describe fully the bank's ability to provide an image lockbox service.
- b. What and when is information available?
- c. Describe the implementation timeline.
- d. What level of technical assistance is the bank anticipating would be given to the City to implement the lockbox and design the remittance document?
- e. When could the lockbox be implemented?
- f. Where is the chosen lockbox facility located? What address (city, not street or specific location) would be used for remittance on each?
- g. Describe the work flow and processing of payments.
- h. When is mail is collected and delivered to the facility? How many times daily? How many hours of operation each day?
- i. Can the lockbox handle remittances paid by credit card? By cash?
- j. Describe the major components of your overall process including quality control checkpoints.
- k. Will City mail be processed on all shifts including weekends?
- l. Is there a formal procedure for responding to and correcting errors and problems? Describe including average response time. Who is responsible for handling adjustments and error resolution?
- m. Provide the names, contact names and telephone numbers of at least three comparable public lockbox clients.
- n. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?
- o. Describe the data transmission process (BAI, 823, 820, or other) and provide all sample reports to be received. Is there full MICR capture?
- p. What is the earliest transmission time that information is available on the daily deposit(s)? Is this information available on-line?

3. Check Printing

Outsourced check writing is currently being considered by the City.

- a. Does the bank have any program for check printing, i.e. utilizing a file from the City for generation and mailing of City checks? Describe fully.
- b. What time frames and turn-around are available? How often are checks processed?

Agenda Item:

2K. Construction contract with Alsay Inc. for completion of the Aquifer Storage Recovery Well No. 3 in an amount not to exceed \$120,040.00 and execution of additional change orders as necessary not to exceed a total contract amount of \$138,046.00. (staff)

Section 070

CITY OF KERRVILLE

CONSTRUCTION CONTRACT

This agreement made this day by and between the City of Kerrville, Texas, called "City," and the undersigned "Contractor" as follows:

1. Cleaning and exploratory retrieval measures of the existing ASR3 well, to include installation of a stainless steel screen and liner with gravel pack, in accordance with the attached proposal Exhibit A.

The Contractor shall perform all the work as required by this contract for:

\$120,040.00 in accordance with the attached Exhibit A and based on anticipated conditions. Contract amount shall not be exceeded without prior written approval of the City.

The following are incorporated herein:

a. Proposal

Some of such documents may not be physically attached hereto but are on file at City Hall, and copies may be obtained upon request.

2. TIME

Construction completion time will be 60 calendar days for final completion from the date of written notice to proceed. Working days are defined in specification section 123.20. The project shall not be considered complete until the well has been accepted. The Contractor's obligations to the project however, are not complete and retainage will not be released until all disturbed areas within State highway right-of-way have been re-vegetated to the satisfaction of local Texas Department of Transportation officials.

3. LIQUIDATED DAMAGES

Liquidated damages are hereby established for work which is not substantially complete in the amount of Three Hundred Dollars (\$300.00) per working day for each working day after the date established in the Notice to Proceed. The City may offset any such liquidated damages against any sums from time to time due by the City to Contractor.

The completion time assumes that fifteen percent of the working days are "bad weather days," days on which the work cannot proceed; therefore, the time for completion shall not be extended on account of bad weather until the said number of assumed "bad weather days" has been exceeded.

The time for completion shall not be extended except by written memorandum executed by the Contractor and the City Engineer. Contractor shall make written application to the City not later than ten (10) days after the day, event, or cause claimed by Contractor to be a delay. Failure to make such written claim within such time shall result in a waiver by Contractor of an extension based on those particular days, events, or causes. If, for example, this contract assumes twenty (20) bad weather days and Contractor desired a one-day extension for the twenty-first day of rain, Contractor shall make a written claim not later than ten (10) days after the occurrence of such twenty-first day.

The said amount per day is not a penalty but an agreed amount of actual damages which are difficult to calculate. Such damages include loss of staff time, answering complaints by citizens who have been inconvenienced by the work, City Council time, loss of use, and other damages difficult to reasonably anticipate or calculate.

4. PAYMENTS

The City shall pay the Contractor ninety-five percent (95%) of the portion of Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, less the aggregate of previous payments made by the City, and, upon substantial completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum. All retainages from progress payments shall be withheld without liability for interest. Upon acceptance, the City shall make payment to Contractor such that one hundred percent (100%) of the Contract Sum has been paid.

The City may choose to award a contract for the amount of the base bid plus no or any combination of additive alternates.

5. LIABILITY INDEMNITY

THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS, AND ALL OF THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OF DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THE CITY OF KERRVILLE, TEXAS, OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, WHETHER OR NOT THE ACT OR OMISSION OF THE CITY OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, OR AGENTS WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OF THE CONTRACTOR OR ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT.

6. LIABILITY INSURANCE

Prior to the commencement of any work and not later than fifteen (15) days following the execution of this contract, the Contractor shall furnish the City copies of paid-up policies (to the City Risk Manager/City Hall) providing Liability and Workman's Compensation Coverage as follows minimum limits):

TYPE OF INSURANCE	LIMITS
a. Workman's Compensation covering all employees	Statutory
b. Employer's Liability	<u>\$100,000.00</u>
c. Comprehensive General Liability	
Bodily Injury & Property Damage (per occurrence)	<u>\$1,000,000.00</u>
Aggregate	<u>\$1,000,000.00</u>
(Premises/Operations Products/Completed Operations/Independent Contractors/Contractual Liability/Coverages may not be excluded). XCU must be supplied if any exposure.	
d. Business Automobile Liability covering owned vehicles, rented and non-owned vehicles and employee non-ownership	
Bodily Injury Property Damage (per occurrence)	<u>\$1,000,000.00</u>
Aggregate	<u>\$1,000,000.00</u>

The Commercial General Liability and the Automobile Liability policies shall name the City of Kerrville, Texas, as additional insured and all policies shall provide for a waiver of subrogation in favor of the City of Kerrville. The policy and any renewal certificate shall provide that the

City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the company will "Endeavor" or "Attempt" to so notify the City of Kerrville is not sufficient. Renewal certificates must be received by the City at least ten (10) days prior to any cancellation date. Policies will be in effect until final acceptance or cancellation of this contract, unless otherwise specified. The City may, at its sole option, terminate this agreement and file a claim on the Contractor's bid bond if the Contractor fails to deliver the required policies and certificates within 15 days after execution of this contract.

It shall be the responsibility of the Contractor to insure that all Subcontractors comply with the same insurance requirements as the said Contractor.

7. CASUALTY INSURANCE

In the event the work includes structures or buildings susceptible to damage by fire, windstorm, or other casualty, then the Contractor before being authorized to begin work shall furnish the City a duplicate original of an insurance policy naming the City of Kerrville as an additionally insured. Such insurance shall insure both the City of Kerrville and Contractor, during the term of the work, against loss by fire, windstorm, vandalism, theft, or other casualty. Such policy shall be in the total amount of this contract.

8. QUALITY OF WORK

All work shall be of good workmanship. Contractor shall comply with all applicable City of Kerrville Codes as well as all applicable professional and technical standards. Materials shall be of first quality.

9. CHANGES AND EXTRAS

No change of this Contract, whether for additional work, additional compensation, or other, shall be effective unless prior thereto a written change order has been authorized by the City Engineer. Employees of the City other than the City Engineer or Public Works Director do not have the authority to issue change orders.

10. ADDENDA

Contractor acknowledges the receipt of the following addenda:

1. Dated: _____ Acknowledged by: _____
2. Dated: _____ Acknowledged by: _____

11. CONTRACT SUM

Proposal: Contractor agrees to provide all labor, materials, and all incidentals necessary to complete "The Work" for the following Unit Prices:

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT
BASE BID – SEE ATTACHED EXHIBIT A FOR BREAKDOWN					
TOTAL BASE BID				\$	<u>120,040.00</u>

COMPLETED BY

DATE

Sub-Contractors:

NAME	ADDRESS	PHONE	WORK TO BE PERFORMED
------	---------	-------	----------------------

1.

2.

3.

(Attach additional sheet if required)

INSURANCE AGENT

NAME	ADDRESS	PHONE	POLICY
------	---------	-------	--------

1. _____

2. _____

3. _____

BONDING AGENT

NAME	ADDRESS	PHONE	POLICY
------	---------	-------	--------

1. _____

2. _____

3. _____

Signed this _____ day of _____, 2014

Attest: _____ Contractor

Secretary BY: _____
(if bid by a Corporation

SEAL

Title: _____

Business Address:

Phone: _____

Fax: _____

ACCEPTED THIS _____

day of _____, 2013

By: _____

Todd Parton
City Manager
City of Kerrville, Texas.

ATTEST:

Brenda G. Craig
City Secretary

CITY SEAL

APPROVED AS TO FORM:

Michael C. Hayes
City Attorney

EXHIBIT "A"



QUOTATION

ALSAY INCORPORATED

3359 S.E. LOOP 410

San Antonio, Texas 78222

[Phone] 210-628-1090 [Fax]210-628-1505

QUOTATION NO. _____

DATE September 3, 2014

CUSTOMER PO NO. _____

TO City of Kerrville

PROJECT:

QUANTITY	DESCRIPTION	Price	Line Total
	Mobilize service rig, drill pipe, air compressor and equipment		\$ -
	Preform television survey on down hole conditions		\$ -
	Trip in drillpipe and air line and air lift debris		\$ -
	Re- televise well		\$ -
	preform caliper log to verify bore-hole size		\$ -
	Total Estimated cost		\$ 17,500.00
			\$ -
	Fishing not to exceed \$50,000.00 (without prior written approval)		\$ 50,000.00
			\$ -
	Furnish and install 75' of 8" pipe-base S.S. screen and 70' of 8" blank steel		\$ -
	liner casing. Install gravel pack between new screen and bore hole		\$ -
	Develop well. Furnish and install test pump		\$ -
	Test pump for 36 HRS. Remove test pump		\$ -
	De-mobilize service rig and equipment		\$ 52,540.00
		SUBTOTAL	\$ 120,040.00
		SALES TAX	
		TOTAL	\$ 120,040.00

Regulated by: Texas Department of Licensing and Regulation

PO Box 12157 Austin, Tx 78157

1-800-803-9202, 512-463-7880

Estimated Delivery:

Shipping Details:

This quote is valid for:

The above quote is subject to Federal, State and Local sales and use taxes.

Quote Prepared By:

Steve W. Marks

ACCEPTANCE: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. All material is guaranteed to be as specified. All work is to be complete in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only up on written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance

PURCHASER Stuart Barron

ADDRESS: _____

SIGNATURE: _____

DATE: _____

Agenda Item:

3A. Second public hearing to set the 2014 ad valorem tax rate. (staff)

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

SUBJECT: 2nd Public Hearing – Ad Valorem Tax Rate for Tax Year 2014/Fiscal Year 2015

FOR AGENDA OF: September 9, 2014 **DATE SUBMITTED:** August 28, 2014

SUBMITTED BY: Sandra Yarbrough  Director of Finance **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 DIRECTOR OR FINANCE:

SUMMARY STATEMENT

At the August 12, 2014 Council meeting, council voted to hold a public hearing to establish the proposed ad valorem tax rate for 2014 at \$0.5625/\$100 value. This rate exceeds the effective rate as calculated by the Tax Assessor-Collector of \$.0537419 by 4.67%. The City is required to hold two public hearings since the proposed tax rate exceeds the effective tax rate.

This is the second public hearing on the proposed tax rate of \$0.5625/\$100.

RECOMMENDED ACTION

Staff recommends conducting first reading of ordinance to adopt the Ad Valorem Tax Rate for Tax Year 2014/Fiscal Year 2015.

Agenda Item:

4A. Ordinance No. 2014-15, adopting the annual budget for the City of Kerrville, Texas, Fiscal Year 2015; providing appropriations for each City department and fund; containing a cumulative clause; and containing a savings and severability clause. (staff)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014- 15**

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET
FOR THE CITY OF KERRVILLE, TEXAS, FISCAL YEAR
2015; PROVIDING APPROPRIATIONS FOR EACH CITY
DEPARTMENT AND FUND; CONTAINING A
CUMULATIVE CLAUSE; AND CONTAINING A SAVINGS
AND SEVERABILITY CLAUSE**

WHEREAS, in accordance with Section 8.01 of the City Charter and Section 102.005 of the Texas Local Government Code, the City Manager of the City of Kerrville prepared and filed with the City Secretary on July 28, 2014, a proposed budget for the City of Kerrville, Texas, for the fiscal year beginning October 1, 2014, and ending September 30, 2015; and

WHEREAS, in accordance with Section 8.04 of the City Charter and Sections 102.006 and 102.065 of the Texas Local Government Code, and after providing the required public notice in the City's official newspaper not less than two weeks prior to the date of the public hearing, a public hearing was duly held on August 26, 2014, at the time and place set forth in the public notice, said date being more than thirty days subsequent to the filing of the proposed budget by the City Manager, at which all interested persons were given an opportunity to be heard for or against any item within the proposed budget; and

WHEREAS, after due deliberation, study, and consideration of the proposed budget, and after making such amendments to the budget proposed by the City Manager that the City Council has determined are (1) warranted by law or (2) in the best interest of the taxpayers of the City, the City Council is of the opinion that the Official Budget for the Fiscal Year 2015, with the amendments described and discussed, should be approved and adopted, in accordance with Section 8.06 of the City Charter and Section 102.007 of the Texas Local Government Code;

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

SECTION ONE. The Official Budget of the City of Kerrville, Texas, a copy of which is on file in the office of the City Secretary, referenced by the date and number of this Ordinance, and incorporated herein by reference as if fully set out herein, is adopted, in accordance with Section 8.06 of the City Charter and Chapter 102 of the Texas Local Government Code.

SECTION TWO. The budgets for each department of the City are hereby deemed to provide a complete financial plan of City funds and activities for the Fiscal Year 2015, in accordance with Section 8.05 of the City Charter and Chapter 102 of the Texas Local Government Code.

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

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

THE MEMBERS OF CITY COUNCIL VOTED AS FOLLOWS IN ACCORDANCE WITH THE CITY CHARTER AND STATE LAW:

FIRST READING:

- **A RATIFICATION VOTE TO ADOPT THE BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN THE PREVIOUS FISCAL YEAR.**

- **TO APPROVE THE BUDGET ON 1ST READING OF THE ORDINANCE AS FOLLOWS:**

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

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

SECOND READING:

- A RATIFICATION VOTE TO ADOPT THE BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN THE PREVIOUS FISCAL YEAR.
- TO APPROVE THE BUDGET ON 1ST READING OF THE ORDINANCE AS FOLLOWS:

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

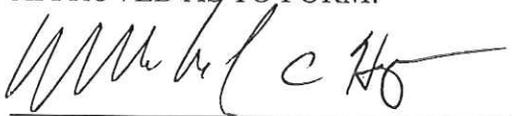
PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2014.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

4B. Ordinance No. 2014-16 levying an ad valorem tax for the use and the support of the municipal government for the City of Kerrville, Texas, for the Fiscal Year 2015; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. (staff)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-16**

AN ORDINANCE LEVYING AN AD VALOREM TAX FOR THE USE AND THE SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF KERRVILLE, TEXAS, FOR THE FISCAL YEAR 2015; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID

WHEREAS, the City Council finds that an ad valorem tax must be levied to provide for current expenses and improvements for the City of Kerrville, Texas, during the fiscal year 2015; and

WHEREAS, the City Council further finds that an ad valorem tax must be levied to provide for the payment of principal and interest on outstanding debt maturing in the fiscal year 2015; and

WHEREAS, after due deliberation, study, and consideration of the proposed tax rate for the fiscal year 2015, the City Council has determined that adoption of the rate is in the best interest of the taxpayers of the City and it should be adopted in accordance with law;

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

SECTION ONE. There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Kerrville, Texas, and to provide interest and sinking funds for the fiscal year 2015, a tax of **\$0.5625** on each one hundred dollars (\$100.00) valuation of all property, real, personal, and mixed, within the corporate limits of the City subject to taxation, for the specific purposes herein set forth:

- (A) For the current expenditures of the City of Kerrville and for the general improvement, use and support of the City and its property, there is hereby levied and ordered to be assessed and collected for the fiscal year 2015 on all property situated within the corporate limits of the City, and not exempt from taxation by a valid law, an ad valorem tax rate of \$0.489 on each one hundred dollars (\$100.00) valuation of such property. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY .14% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.**
- (B) For the purpose of paying principal and interest and providing payments into various debt service funds for each issue of tax supported debt, there is hereby levied and ordered to be assessed and collected for the fiscal year 2015 on all property situated within the corporate limits of the City and not exempt from taxation by a valid law,

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

SECTION TWO. The ad valorem taxes levied are due on October 1, 2014, and may be paid up to and including January 31, 2015, without penalty, but if not paid, such taxes are delinquent on February 1, 2015, provided, however, in accordance with Section 31.03(a) of the Texas Tax Code, the ad valorem taxes due hereunder may, at the option of the taxpayer, be paid in two payments without penalty or interest so long as the first payment of one-half of the taxes levied is paid before December 1, 2014, and the remaining one-half is paid before July 1, 2015.

SECTION THREE. No discounts are authorized on property tax payments made prior to January 31, 2015.

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

THE MEMBERS OF CITY COUNCIL, FOLLOWING THE SPECIFIC MOTION REQUIRED BY STATE LAW, VOTED ON THE ORDINANCE ON 1ST READING TO CONSIDER THE TAX INCREASE AS FOLLOWS:

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

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

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

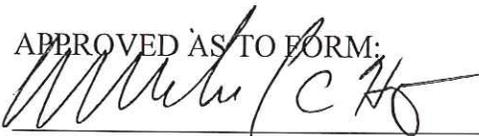
**THE MEMBERS OF CITY COUNCIL, FOLLOWING THE SPECIFIC MOTION
REQUIRED BY STATE LAW, VOTED ON THE ORDINANCE ON 2ND READING TO
CONSIDER THE TAX INCREASE AS FOLLOWS:**

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

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

Agenda Item:

5A. Ordinance No. 2014-18 repealing Ordinance No. 2003-16 and creating a new "Planned Development District" for Personal Services I (beauty parlor/barber shop) on Lots 15 and 16, Block 16, Westland Place subdivision, City of Kerrville, Texas, and more commonly known as 401 W. Water Street; adopting a site plan for said Planned Development District; making said district subject to certain conditions and restrictions; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed two thousand dollars (\$2,000.00); and ordering publication. (staff)

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

SUBJECT: 2nd Ordinance Reading: Planned Development District – 2nd ordinance reading concerning a Planned Development District for “Personal Services I (Beauty Parlor/Barber Shop) on Lots 15 & 16, Block 16, Westland Place Subdivision, located at 401 W. Water Street.

FOR AGENDA OF: September 9, 2014 **DATE SUBMITTED:** August 29, 2014

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

EXHIBITS: Location Map, Ordinance, and Site Plan

AGENDA MAILED TO: Stephanie Carson, 401 W. Water St., Kerrville, Texas 78028
Dan Kuykandall, 313 Jackson Rd., Kerrville, Texas 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A
REVIEWED BY THE DIRECTOR OF FINANCE: N/A

SUMMARY STATEMENT

The applicant was granted approval for a planned development district in 2003. The PDD granted the use of “Personal Services I” (Beauty Parlor/Barber Shop) and called for the property to be developed in accordance with the regulations governing the (RT) Residential Transition District. However, signage was limited to that for a “Home Occupation”.

The current PDD limits the signage to the following:

The only outdoor sign which may be installed is a nameplate sign located on the wall adjacent to the front entry door of the facility, with a sign face not to exceed two (2.0) square feet and which is not internally illuminated.

The applicant is seeking to repeal and replace the existing PDD in order to modify the signage regulations governing the property. All regulations governing the development of the property have been retained from the original PDD except for Section 3 (B) concerning signage. The new section governing signs would require that the location, size, type, and maximum area for each sign must be in accordance with the City’s sign regulations in existence at the time of permitting. Additional sign regulations found within the (RT) zoning district shall also apply to the property and are as follows:

Sign Restrictions: Only the following signs shall be permitted:

- a. One free standing sign which:
 1. has a sign area of not greater than twenty-four square feet;
 2. does not exceed six (6) feet in height above the ground; and
 3. is not internally illuminated; and
- b. One wall sign or projecting sign which:
 1. has a sign area not greater than twenty-four square feet; and
 2. is not internally illuminated.

The Kerrville Planning & Zoning Commission recommended approval of the requested PDD, by a vote of 5-0, based on the following facts:

1. The property is located adjacent to an (RT) Zoning District, and this district is designed to permit small scale commercial uses adjacent to residential uses.
2. The PDD requires the property to be developed in accordance with the (RT) Zoning District regulations.
3. The property's use has been established since 2003 and signage for the property would be the same as adjacent commercial properties.
4. Two adjacent land owners stated their support for the proposed PDD and no official protests were received.

The Kerrville City Council approved the PDD after a public hearing on August 26 by a vote of 5-0. No citizens spoke on the issue.

RECOMMENDED ACTION

1. Approve the PDD on the 2nd and final reading.

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.



1 inch = 50 feet



**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-18**

AN ORDINANCE REPEALING ORDINANCE NO. 2003-16 AND CREATING A NEW “PLANNED DEVELOPMENT DISTRICT” FOR PERSONAL SERVICES I (BEAUTY PARLOR/BARBER SHOP) ON LOTS 15 AND 16, BLOCK 16, WESTLAND PLACE SUBDIVISION, CITY OF KERRVILLE, TEXAS, AND MORE COMMONLY KNOWN AS 401 W. WATER STREET; ADOPTING A SITE PLAN FOR SAID PLANNED DEVELOPMENT DISTRICT; MAKING SAID DISTRICT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING A PENALTY OR FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, on August 12, 2003, City Council adopted Ordinance No. 2003-16, which created a Planned Development District for a tract of land generally located at the northwest corner of the intersection of W. Water Street and N. Lewis Street, and otherwise known as 401 W. Water Street (the “Property”), within the City of Kerrville; and

WHEREAS, Ordinance No. 2003-16 authorized the Property to be developed and used as a Planned Development District for Personal Services I (beauty parlor/barber shop); and

WHEREAS, the owner of the Property seeks to continue the use of the Property for Personal Services I, but wants the City’s existing sign regulations (Sign Code) to apply to the Property; and

WHEREAS, City staff recommends that City Council repeal Ordinance No. 2003-16, hold a public hearing, and adopt an ordinance creating a new Planned Development District on the Property; and

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

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

SECTION ONE. Ordinance No. 2003-16 is repealed.

SECTION TWO. The Property, described below, is hereby removed from the “R-1A” Single Family Residential District and placed in a newly created “Planned Development District” for Personal Services I (beauty parlor and/or barber shop):

Being Lots 15 and 16, Block 16, Westland Place Subdivision, an addition to the City of Kerrville, Texas, the plat of which is filed of record at Volume 1, Page 26, Real Property Records of Kerr County, Texas

said “Planned Development District” for Personal Services I (beauty parlor and/or barber shop) being subject to the same use and development regulations of an “RT” Residential Transition District as well as the additional use and development regulations set forth in Section Two, below.

SECTION THREE. Should the Property continue to be used for Personal Services I, such use and services shall be solely limited to a beauty parlor and/or barber shop, as those terms are defined within the City’s Zoning Code; in addition, the use is subject to the following additional conditions and regulations:

- A. Site Plan: The development of the Property must be in accordance with the Site Plan attached hereto at **Exhibit A** and incorporated herein by reference.
- B. Signage: The location, size, type, and maximum area for each sign must be in accordance with the City’s sign regulations in existence at the time of permitting.
- C. Parking: On-site parking is limited to the rear of the property and may not be located closer than ten feet (10.0’) from the property located at 405 West Water Street (Lot 14, Block 16, Westland Place Subdivision).
- D. Buffer: A landscaped buffer shall be maintained in a healthy growing condition between the parking area and 405 West Water Street.
- E. Expansion of Use: The use may not be expanded beyond that area indicated in the Site Plan. Thus, the building presently located on the property may not be expanded in any manner nor may any additional structure be built or moved onto the property.

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

conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

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

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

PASSED AND APPROVED ON FIRST READING, this the 26th day of August, A.D., 2014.

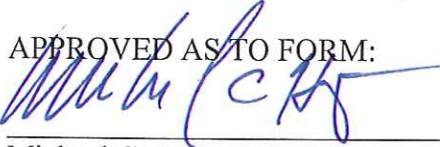
PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2014.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

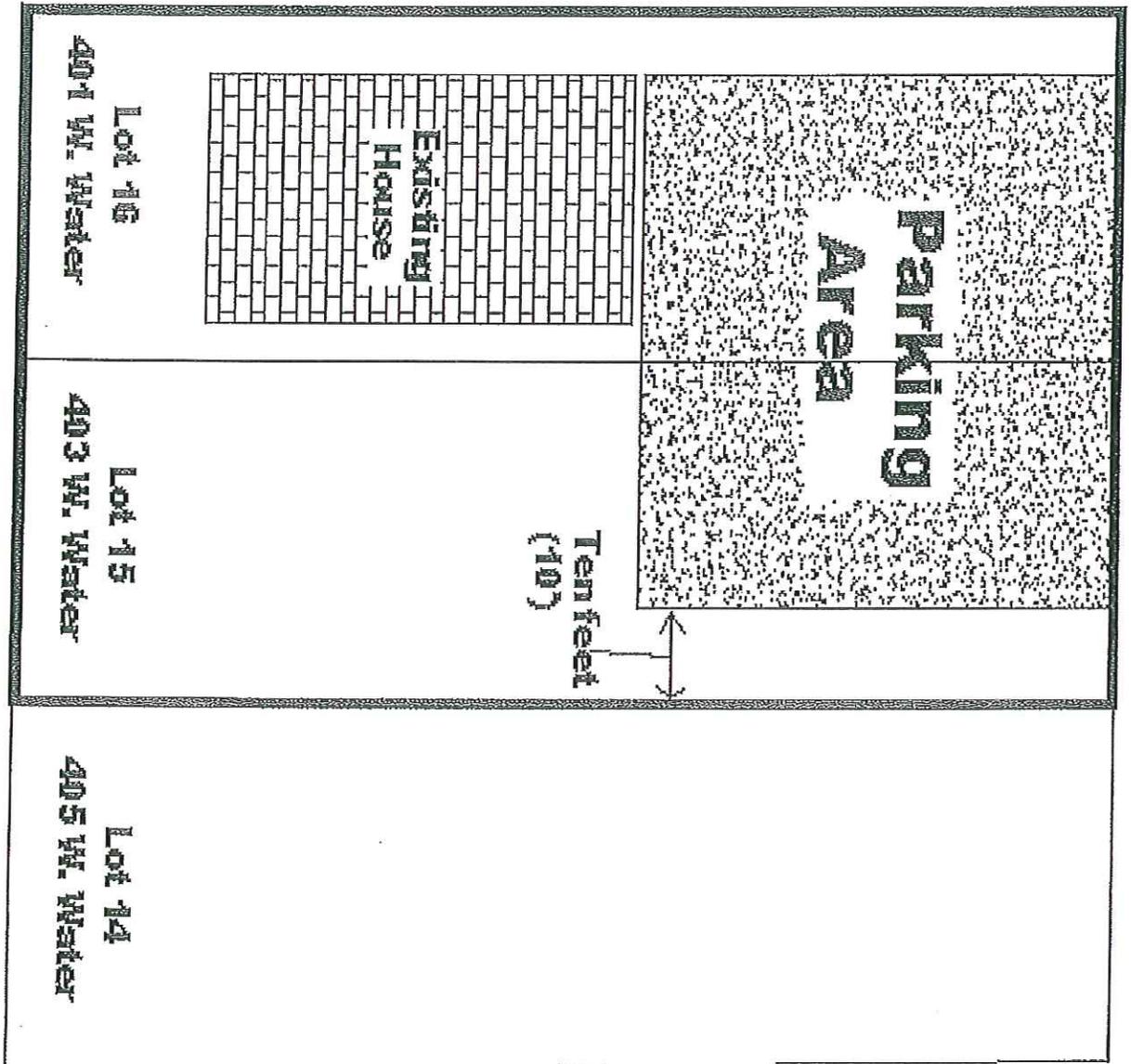


Michael C. Hayes, City Attorney

Exhibit A

Lewis Ave.

W. Water St.



Agenda Item:

5B. Ordinance No. 2014-19 amending the City's "Zoning Code" by amending Article 11-I-18 "Special Screening Regulations" to change some screening requirements applicable to properties with commercial uses located adjacent to properties with residential land uses; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (staff)

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

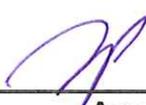
SUBJECT: 2nd Ordinance Reading: Zoning Code Text Amendment – 2nd ordinance reading concerning proposed amendments to “Type B Screening” found in Article 11-1-18 “Special Screening Regulations”, Section (e) of the City of Kerrville’s adopted Zoning Code.

FOR AGENDA OF: September 9, 2014 **DATE SUBMITTED:** August 29, 2014

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

EXHIBITS: Ordinance and Example Map

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

REVIEWED BY THE DIRECTOR OF FINANCE: N/A

SUMMARY STATEMENT

This item is to amend the “Type B” Screening requirement found in Art. 11-1-18 of the current zoning code.

Type B screening consists of a 6’ tall privacy fence and a 50’ buffer area that prohibits the following:

1. Construction of buildings
2. Placement of storage areas and dumpsters
3. Location of Parking Spaces

The City of Kerrville’s adopted zoning code requires certain types of screening based on the land use and not based on the zoning district. Most communities’ screening requirements are based on the relationship between the subject area zoning district and the adjacent zoning district classifications.

Type B screening is required for any non-residential property located adjacent to a residential zone (the RT district is a residential zone) and for any commercial property with a category 6 or greater that is located in a commercial district but is adjacent to a residential land use.

The following land uses, located in a commercial district, would be required to install Type B screening if a single-family home was located adjacent to their property (even if no residential district is adjacent to the property):

1. Business Services I
 - a. bail bonding agencies;
 - b. bicycle repair shops;
 - c. cablevision, radio, and television stations;
 - d. camera repair shops;
 - e. commercial art, photography, art and graphics;
 - f. employment agencies;
 - g. gunsmith and locksmith shops;
 - h. job and vocational training centers
2. Business Services II
 - a. appliance sales or repair, used;
 - b. automotive towing services;
 - c. blue printing and photo copying services;
 - d. building cleaning services;
 - e. car washes;
 - f. commercial testing laboratories;
 - g. disinfecting and exterminating services;
 - h. laundry services;
 - i. funeral service and crematories;
 - j. newspapers;
 - k. photofinishing laboratories;
 - l. protective services, non-governmental;
 - m. refrigeration/air conditioning service and repair;
 - n. repossession services;
 - o. septic tank cleaning service;
 - p. sign painting and outdoor advertising services
3. Personal Services – II
 - a. guidance services;
 - b. kennels with a maximum boarding capacity of less than twelve (12) animals;
 - c. mini-storage;
 - d. residential care services;
 - e. self service Laundromats;
 - f. veterinary services
4. Retail Trade I
 - a. sales or rental of new or use merchandise, except used appliances;
 - b. beverage sales for off-premise consumption;
 - c. businesses primarily engaged in the sale, rental, or repair of used furniture;
 - d. businesses primarily engaged in the sale of storage buildings
5. Institutional and Public Assembly
6. Restaurants - General and Limited

The attached map shows an area on Memorial Hwy near Loop 534. This area is located in a commercial district with multiple single-family homes located in the commercial district. The Development Services Department has received many inquiries concerning properties located in this area that are available for purchase. Based on the Type B screening requirements most individuals have only one option to develop, and that is seeking out variances. Due to the large number of properties affected by this regulation staff has begun the process of looking at amendments to the code in order to facilitate development of commercial areas without putting the burden on property owners to seek out such variances. While the example map focuses on the Memorial Hwy. and Loop 534 area, this issue is found in all commercial areas across the city.

As shown on the submitted map, commercial properties (highlighted in red) which are adjacent to residential properties (highlighted in green) would require a 50' buffer on all property lines adjacent to a residential land use. This buffer area (highlighted in orange) is required even when the residential use is fully located in a commercially zoned district. After application of the 50' buffer area the properties in question become virtually undevelopable for anything other than residential land uses. This restriction makes redevelopment difficult and hinders a landowner's ability to utilize the property to its highest and best use, even though those uses are permitted by right in the zoning district.

Although the 50' buffer area would be deleted, a commercial property would still have to adhere to standard setbacks, which range from 20'-30' for the front/rear setbacks and 5'-12.5' for side setbacks. In addition the required 6' privacy fence also required by for "Type B Screening" has been increased in size to a minimum of 8' in order to offset the loss of the buffer area.

Based on an analysis of the code and the effects "Type B Screening" has on commercial property the Planning & Zoning Commission recommended approval of the amendments for "Type B Screening" regulations by a vote of 5-1. No citizens spoke on the proposed amendments.

The Kerrville City Council approved the amendments after a public hearing on August 26 by a vote of 5-0. No citizens spoke on the proposed amendments.

RECOMMENDED ACTION

1. Approve the ordinance on the 2nd and final reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-19**

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY AMENDING ARTICLE 11-I-18 "SPECIAL SCREENING REGULATIONS" TO CHANGE SOME SCREENING REQUIREMENTS APPLICABLE TO PROPERTIES WITH COMMERCIAL USES LOCATED ADJACENT TO PROPERTIES WITH RESIDENTIAL LAND USES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2000.00); AND ORDERING PUBLICATION

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing which was held before the City Council on August 21, 2014, which considered a recommendation from the City of Kerrville ("City") Zoning Ordinance Input Committee and a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in revisions to Articles 11-I-18 of the City's Zoning Code which will amend some of the regulations with respect to the screening requirements for properties with commercial uses located adjacent to properties with residential uses; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on August 21, 2014, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and the City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the 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 City's Zoning Code to revise Article 11-I-18 as provided herein;

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

SECTION ONE. Article 11-I-18 "Special Screening Regulations", subsection (e), of the City's Zoning Code is amended by adding the language that is underlined (added) and deleting the language that is stricken and bracketed (~~deleted~~) as follows:

"Art. 11-I-18 SPECIAL SCREENING REGULATIONS

:
:

(e) Type "B" Screening: Type "B" Screening shall consist of:

- (1) a screening fence built to the same specifications as required for Type "A" Screening with a minimum height of eight (8) feet; ~~and~~
- (2) ~~prohibition of construction of any building, parking area, or storage area within fifty feet (50') of the property line adjacent to the property the use of which is in a more restrictive use category.~~

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

SECTION FOUR. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-9, Chapter 1 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 FIVE. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION SIX. 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.

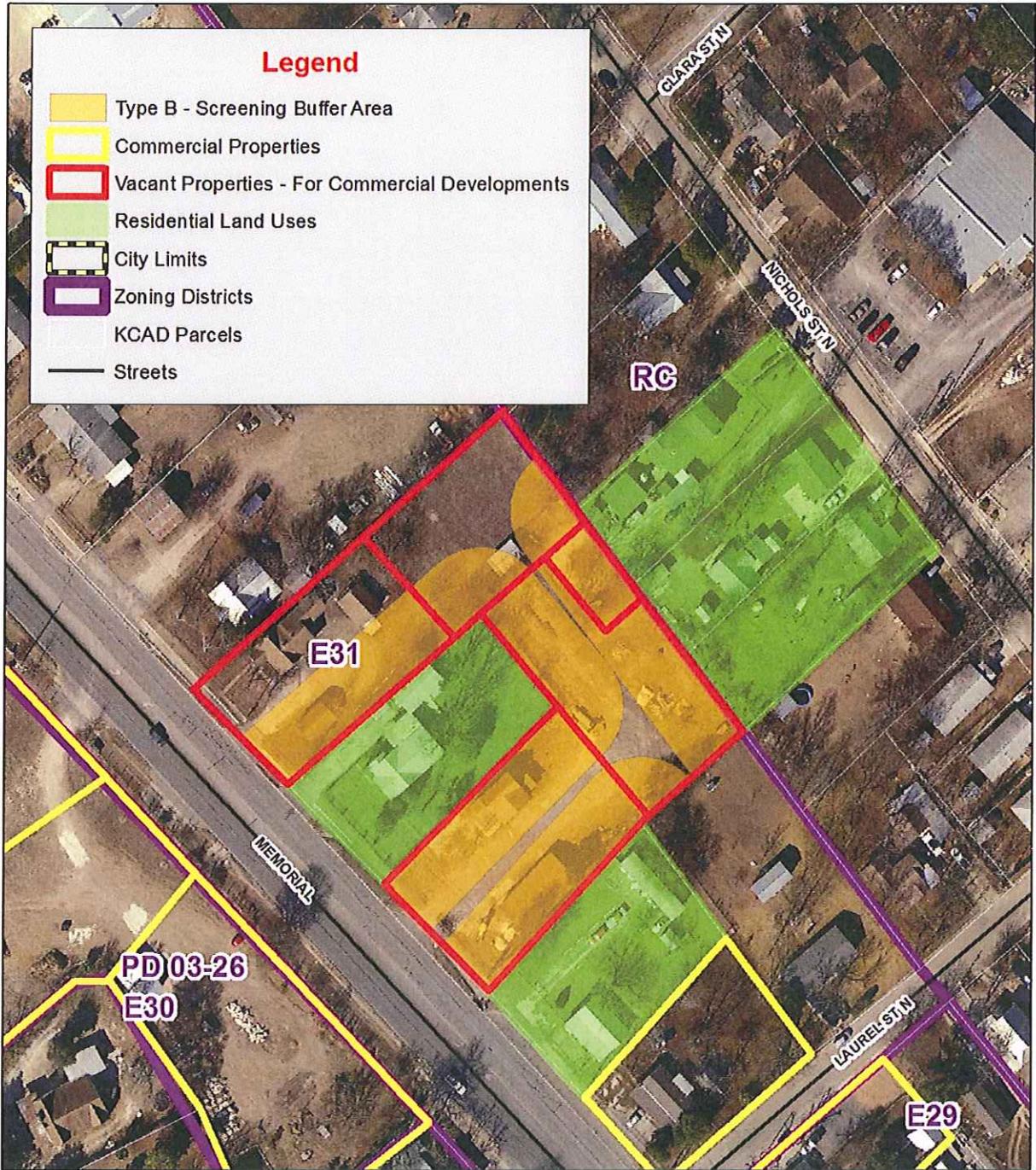
PASSED AND APPROVED ON FIRST READING, this the 26th day of August, A.D., 2014.

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

Jack Pratt, Jr., Mayor

(signatures continue on following page)

Type B Screening - Memorial Hwy & Loop 534 Area

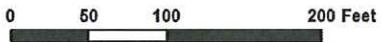


Legend

- Type B - Screening Buffer Area
- Commercial Properties
- Vacant Properties - For Commercial Developments
- Residential Land Uses
- City Limits
- Zoning Districts
- KCAD Parcels
- Streets



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.



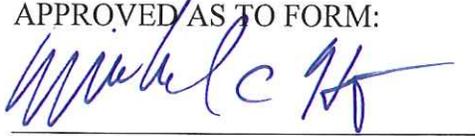
1 inch = 100 feet



ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

6A. Resolution No. 21-2014 providing for the City's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2015 budget. (staff)

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

SUBJECT: Resolution providing for the city's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2015 budget.

FOR AGENDA OF: September 9, 2014 **DATE SUBMITTED:** August 28, 2014

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

EXHIBITS: Resolution, FY2015 Budget

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Kerr Central Appraisal District has submitted its FY2015 Proposed Budget for approval by the Kerrville City Council. The FY2015 budget is \$942,202, which is \$39,690 or 4.40% more than FY2014. The increases included salaries and benefits, audit, utilities, facility maintenance, and software support. The City of Kerrville's estimated allocation for the FY2015 budget is \$130,184 which is \$6,385 more than FY2014's allocation of \$123,585.

RECOMMENDED ACTION

The Director of Finance recommends Council take action to approve or disapprove the FY2015 Kerr Central Appraisal District budget no later than September 15, 2014.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 21-2014**

**A RESOLUTION PROVIDING FOR THE CITY'S APPROVAL OR
DISAPPROVAL OF THE KERR CENTRAL APPRAISAL DISTRICT'S
FISCAL YEAR 2015 BUDGET**

WHEREAS, the Kerr Central Appraisal District ("KCAD") submitted its proposed fiscal year 2015 budget to the City Council for consideration; and

WHEREAS, pursuant to state law, the City Council must consider KCAD's budget and in the event Council does not approve, it must indicate this action via a resolution; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to either approve or disapprove of said proposed budget as indicated below;

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

The Kerr Central Appraisal District's proposed fiscal year 2015 budget, as set forth in **Exhibit A**, is _____ (APPROVED OR DISAPPROVED).

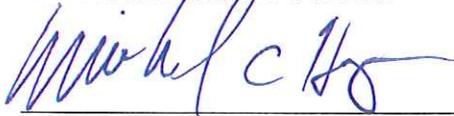
PASSED AND APPROVED ON this the ____ day of _____, A.D., 2014.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

2014 Proposed Budget

Kerr Central Appraisal District

P.O. Box 294387
1836 Junction Highway
Kerrville, TX78029
(830) 895-5223

BOARD MEMBERS

Charles Lewis, Chairman
Mark Bigott, Vice Chair
Ray Orr, Secretary
William H. "Hank" Moody
Jack Parks
Diane Bolin, CTAC

P. H. Coates, IV
Chief Appraiser

Sharon E. Capeheart
Deputy Chief

<u>Line</u>	<u>Item</u>	<u>2013</u>	<u>2014</u>	<u>\$ Diff</u>	<u>% Diff</u>	<u>% Total</u>
5006	Salaries	\$514,311	\$503,163	(\$11,148)	-2.17%	55.8%
5010	Employer Portion of Ret	\$42,625	\$41,733	(\$892)	-2.09%	4.6%
5012	Medicare Insurance	\$7,458	\$7,296	(\$162)	-2.17%	0.8%
5015	Employee Medical Insur	\$94,608	\$93,662	(\$946)	-1.00%	10.4%
5016	TX Employment Commiss	\$3,132	\$2,871	(\$261)	-8.33%	0.3%
5017	Disability Insurance	\$8,000	\$7,333	(\$667)	-8.34%	0.8%
5030	Appraisal Review Board	\$12,500	\$12,500	\$0	0.00%	1.4%
5034	Vehicle Replace. Reserve	\$8,000	\$8,000	\$0	0.00%	0.9%
5035	Travel & Mileage & Maint.	\$18,000	\$18,000	\$0	0.00%	2.0%
5040	Annual Audit	\$5,750	\$5,950	\$200	3.48%	0.7%
5045	Mapping Expense	\$11,093	\$11,093	\$0	0.00%	1.2%
5060	Deed Copies	\$1,000	\$1,000	\$0	0.00%	0.1%
5070	Leased Equipment	\$6,051	\$6,051	\$0	0.00%	0.7%
5075	Telephone	\$3,000	\$3,000	\$0	0.00%	0.3%
5080	Utilities	\$9,000	\$9,000	\$0	0.00%	1.0%
5085	Grounds & Building Maint.	\$4,050	\$4,410	\$360	8.89%	0.5%
5090	Consultant - Appraisal	\$15,000	\$50,000	\$35,000	233.33%	5.5%
5100	Legal & Consultants	\$10,000	\$20,000	\$10,000	100.00%	2.2%
5102	Legal ARB	\$2,000	\$2,000	\$0	100.00%	0.2%
5105	Liab./Workers Compensat	\$5,000	\$6,000	\$1,000	20.00%	0.7%
5110	Publishing/Publications	\$3,500	\$3,600	\$100	2.86%	0.4%
5120	Schools/Employee Ed.	\$6,550	\$6,550	\$0	0.00%	0.7%
5130	Postage	\$15,000	\$15,000	\$0	0.00%	1.7%
5135	Printing	\$5,000	\$5,000	\$0	0.00%	0.6%
5136	Professional Dues	\$2,285	\$2,285	\$0	0.00%	0.3%
5140	Office Supplies	\$7,000	\$7,000	\$0	0.00%	0.8%
5145	Furniture, Fixtures & Equip	\$7,000	\$7,000	\$0	0.00%	0.8%
5150	Board of Directors	\$3,200	\$3,200	\$0	0.00%	0.4%
5155	Equip. Maint. and Reserve	\$1,500	\$1,500	\$0	0.00%	0.2%
5170	Building Reserve	\$7,000	\$7,000	\$0	0.00%	0.8%
5180	Software Support	\$31,195	\$31,195	\$0	0.00%	3.5%
5186	Appraisal System Exp	\$15,497	\$0	(\$15,497)	100.00%	0.0%
5200	Banking Fees	\$120	\$120	\$0	0.00%	0.0%
TOTAL	TOTALS	\$885,425	\$902,512	\$17,087	1.93%	100.0%

5006 Salaries:

<u>Positions</u>	<u>2013</u>	<u>COLA</u> <u>1.75%</u>	<u>COLA</u>	<u>Merit/Desig</u>	<u>2014 Total</u>
Chief Appraiser	\$83,265	\$1,457	\$84,722	\$ -	\$84,722
Deputy Chief	\$57,464	\$1,006	\$58,470	\$ -	\$58,470
Senior Appraiser	\$53,560	\$937	\$54,497	\$ -	\$54,497
Agr App RPA	\$39,140	\$685	\$39,825	\$ -	\$39,825
Field App RPA	\$38,610	\$676	\$39,286	\$ -	\$39,286
Com App RPA	\$36,069	\$631	\$36,700	\$ -	\$36,700
Field App RPA	\$37,065	\$649	\$37,714	\$ -	\$37,714
Field App II	\$25,750	\$451	\$26,201	\$ -	\$26,201
Abstractor	\$32,960	\$577	\$33,537	\$ -	\$33,537
GIS Man/Field App I	\$47,947	\$839	\$48,786	\$ -	\$48,786
Exemp Spec	\$30,885	\$540	\$31,425	\$ -	\$31,425
Ex Spec (deleted)	\$28,250				
TOTALS	\$510,965	\$8,448	\$491,163	\$ 12,000	\$503,163

Total Benefits:

<u>Position</u>	<u>2014 Sal</u>	<u>Med</u> <u>Ins</u>	<u>Retire</u>	<u>Medicare</u>	<u>Unemp</u>	<u>Disabilit</u>	<u>Totals</u>
Chief Appraiser	\$84,722	\$8,515	\$6,778	\$1,228.47	\$261	\$667	\$102,171
Deputy Chief	\$58,470	\$8,515	\$4,678	\$847.82	\$261	\$667	\$73,438
Senior App	\$54,497	\$8,515	\$4,360	\$790.21	\$261	\$667	\$69,089
Agr. App RPA	\$39,825	\$8,515	\$3,186	\$577.46	\$261	\$667	\$53,031
Field Appr. RPA	\$39,286	\$8,515	\$3,143	\$569.65	\$261	\$667	\$52,441
Com Appr RPA	\$36,700	\$8,515	\$2,936	\$532.15	\$261	\$667	\$49,611
Field Appr. RPA	\$37,714	\$8,515	\$3,017	\$546.85	\$261	\$667	\$50,720
Field Appr. I	\$26,201	\$8,515	\$2,096	\$379.91	\$261	\$667	\$38,119
Abstractor	\$33,537	\$8,515	\$2,683	\$486.29	\$261	\$667	\$46,149
GIS Manager	\$48,786	\$8,515	\$3,903	\$707.40	\$261	\$667	\$62,839
Exemp Spec II	\$31,425	\$8,515	\$2,514	\$455.66	\$261	\$667	\$43,837
<u>Merit Raises</u>	<u>\$12,000</u>		<u>\$960</u>	<u>\$174.00</u>			<u>\$13,134</u>
Totals	\$503,163	\$93,662	\$40,253	\$7,296	\$2,871	\$7,333	\$654,578

It is in the best interest of tax payers as well as the taxing entities for the district to retain well trained and educated employees. Hiring from other districts for appraisers with an RPA designation and employees with experience and training has heightened due to the Comptroller's MAPS Review. There is a 1.75% C.O.L.A. applied for 2014. In 2013 we lost an appraiser who had just completed his RPA to a neighboring district. One other RPA designated appraiser has interviewed with two other appraisal districts in the area. There is a \$12,000 merit raise reserved for 2014. Since the budget is prepared so early in the year to accommodate the taxing entities the allocation per employee is not done until later in the year when staff reviews are completed.

It is vital that Kerr CAD remain competitive with other appraisal districts. There will be a total of 11 staff positions this year. One staff position, Exemption Specialist was eliminated due to realignment of job duties of other staff. Contracting the appraisal of the commercial property is a priority for 2014. Most of the district's lawsuits arise from our commercial properties. Data has become almost impossible to obtain for appraisal districts. Most sales of high valued commercial property are confidential and the properties that are listed on MLS are typically pulled from MLS prior to the closing of the sale thereby circumventing the publishing of sales date in MLS. Private companies are able to obtain sales information more readily than CADs for obvious reasons. Contracting will greatly enhance the accuracy of commercial market values, ensure equity of those properties and allow the appraisers to spend more time on residential properties. The salary related savings from the elimination of this one position is in excess of \$43,500.

The total salary line item for 2014 is \$503,163. We are required by the Methods Assistance Program administered by the State of Texas Property Tax Assistance Division to display each employee's salary and benefits as well as the total salary and benefits for each employee. The total for salaries plus benefits is \$654,578.

5010 - Employers Retirement: KCAD has an independent employee retirement plan. All employees are required to participate in this plan. The Kerr CAD Board of Directors has elected to fund 8% of the employee's salary for their retirement plan. Employees also match an 8% contribution from their salary. The total matching amount for Kerr CAD is \$40,253 plus an administrative fee of \$1,480 making a total of \$41,733. Details as shown below:

Total 2014 Salaries	\$	503,163
KCAD Matching Percentage		<u>X 0.08</u>
KCAD Contribution	\$	40,253
Administration Fee	\$	<u>1,480</u>
TOTAL	\$	41,733

5012 - Employer Medicare: KCAD is responsible for the Medicare tax on each of the employee's wages. This rate is equal to 1.45 percent of the first \$125,000 paid to each employee per year. Details of this item are as follows:

Total 2014 Salaries	\$	503,163
Medicare Rate		<u>x 0.0145</u>
TOTAL	\$	7,296

5015 - Employee Medical Insurance: Kerr CAD provides health & dental insurance to its employees through the Texas Association of Counties. The carrier for Texas Association of Counties is Blue Cross / Blue Shield. The Texas Association of Counties has informed us of an increase in the premiums for 2014 of 8%. However since one position has been dropped from the 2014 Budget this line item has decreased. Details of this estimated expenditure follow:

KCAD Contribution Per Month	\$ 709.56
Number of Employees	<u>x 11</u>
Total Monthly Contribution	\$ 7,805
Number of Months	<u>x 12</u>
TOTAL for 2014	\$ 93,662

5016 - Texas Employment Commission: KCAD is responsible for the payment of each employee's unemployment tax through the Texas Workforce Commission. This tax is a percentage of the first \$9,000 of the employee's quarterly salary. These rates change annually and are based on the number of employees hired and fired during the previous year. This line item will be reduced to \$2,871 with one less employee for 2014.

5017 - Disability Insurance: The KCAD Board of Directors has elected to pay disability insurance in lieu of social security for KCAD employees. New employees will be under the same vesting requirements as other benefits. The line item for this year will also be reduced to \$7,333.

5030 - Appraisal Review Board: KCAD is responsible for the Appraisal Review Board member's stipends. The reimbursement covers the ARB member's salary, travel, and training expenses related to serving on this board. The Board of Directors has decided Kerr CAD's ARB would benefit from additional training above and beyond the required rudimentary training required by the State estimated at \$2,500. The line item for the ARB will remain at \$12,500.

Reimbursement per Member	\$2,000
Number of Members	<u>X 5</u>
TOTAL	\$10,000
Education	<u>+ \$2,500</u>
TOTAL	\$12,500

5034 - Vehicle Replacement Reserve: The allocated amount for vehicle replacement will remain at \$8,000 for this year.

5035 - Travel and Mileage: The heaviest driving for the CAD is in the fall and winter months during our appraisal period. This line item also includes maintenance and tires. This item also includes other travel expense and also pertains to meals and hotel expense when employees are sent to school. This line item will remain at \$18,000.

5040 - Annual Audit: Section 6.063 of the Property Tax Code requires that the district have an annual audit by a Certified Public Accountant. The 2013 financial year audit will be conducted in 2014. The contract amount for the audit has increased to \$5,950.

5045 - Mapping Expense: In the past the district has cost shared with Kerr County 911 as well as The City of Kerrville and KPUB in acquiring a GIS mapping system called Pictometry. This system is a patented information system that combines aerial imaging with a state of the art software system allowing an appraiser to view and measure any structure, intersection, fire hydrant, tree or any feature in the county from a laptop or workstation. This technology has enabled the district to increase productivity, cut down on field trips and enhance appraisal of existing as well as the discovery of new taxable property. The investment in this system began in 2009 at a cost of \$8,093 per annum for Kerr CAD's portion. New photos were flown in March of 2012. The line item for the flights will remain at \$8,093 which added to the existing GIS system cost of \$3,000 will total \$11,093.

5060 - Deed Copies: In order to maintain correct property ownership, KCAD is required to purchase copies of real property deeds from the Kerr County Clerk. In 2008 the County Clerk began supplying the district with a CD format instead of paper. This resulted in a significant cost savings to the district. This item will remain at \$1,000 for this year.

5070 - Leased Equipment: The CAD leases a copy machine and a postage machine. This line item is \$6,051 for this year.

5075 - Telephone: This item includes basic telephone equipment lease and service, long distance service, and Internet subscription. This item will be \$3,000 for this year.

5080 - Utilities: The District's utility expense covers city water and electricity. Anticipated water and sewer costs are \$400 per year. Electricity costs are running approximately \$725 per month. The amount for this year is unchanged at \$9,000.

5085 - Building and Grounds Maintenance: Building and grounds maintenance includes trash pickup, building cleaning, lawn care, and pest control. There is a \$200 increase due to trash pickup for 2014. The details of this maintenance are as follows:

<u>Expense</u>	<u>\$/Month</u>	<u>\$/Year</u>
Trash Pickup	\$180	\$2,160
Building Cleaning	\$150	\$1,800
Pest Control	\$25	\$ 300
Termite Inspection		<u>\$ 150</u>
TOTAL		\$4,410

5090 - Consultant - Appraisal: KCAD contracts out the appraisals on utilities, minerals, pipelines, and industrial properties to the industrial appraisal firm Capitol Appraisal Group. The contract cost is \$15,000.

Kerr CAD will be contracting with a professional appraisal firm to appraise the commercial properties in Kerr County. Commercial real estate sales information is very difficult to obtain statewide. Also commercial special use properties can be very intricate to appraise. The Comptroller's Methods Assistance Study is demanding more stringent methodology for market value and equity. Most of the lawsuits Kerr CAD is served with are commercial property suits. Limited commercial sales and rental information not only hinders a fair and equitable appraisal but also increases the related costs of lawsuits due to the necessity of hiring a professional appraisal firm to ensure the value is defensible. A contractor would not only appraise the

commercial property but would also defend property values in the appraisal review process as well as be available as an expert witness when litigation occurs. Many appraisal districts across the state are using contractors as a cost efficient method of ensuring that their values are meeting the stringent requirements of the Comptroller's Property Value Study and the Methods Assistance Program Study. Contracting will be a valuable tool in ensuring that taxpayers are treated fairly and equitably. The anticipated investment for the contracting of commercial properties is \$35,000.

The total amount proposed for this line item is \$50,000.

5100 - Consultant – Legal & Expert Witness: KCAD maintains a contract with the Law Office of Peter Low. The monthly retainer fee is \$150. The hourly fees are \$150 for litigation and \$100 for non-litigation fees such as travel. Other related expenses such as hotel room fees when needed are paid by the district. Because of the increased litigation of commercial property the line item for this year is \$20,000. The implementation of contracting with a professional firm for the appraisal of commercial properties should allow this line item to diminish in the future.

5102 – Legal ARB : Recent legislation has mandated Appraisal Review Boards retain separate legal counsel from Appraisal Districts. Historically the need for legal counsel for the Kerr Appraisal Review Board has been minimal. This line item is \$2,000.

5105 - Liability and Workers Compensation: This line item covers workers compensation, general liability, automotive liability, errors and omissions, and real and personal property insurance as well as liability related to our retirement program. The carrier for this insurance is the Texas Municipal League Intergovernmental Risk Pool (TML). This line item is \$6,000.

5110 - Publishing and Publications: This line item includes required newspaper advertisements, property asset listings, and appraisal guides. This line item has a total of \$3,600.

5120 - Schools and Employee Education: According to Section 5.04, of the Property Tax Code, an appraisal district shall reimburse an employee for all actual and necessary expenses, tuition, other fees and costs of materials incurred in attending, with the chief appraiser's approval, a course or training program conducted or by the Texas Department of Licensing and Regulation. This item is a total of \$6,550.

5130 - Postage: Kerr CAD uses an outside mailing firm to print and mail the required appraisal notices. This saves the district some postage and helps ensure a timely mailing of appraisal notices. The district is currently charged \$.70 for each address correction from the Post Office. Kerr CAD elected to mail notices only to property owners whose values changed last year or due to a change of ownership or per request by the taxpayer. Significant savings have occurred since this practice was initiated therefore this line item is \$15,000.

5135 - Printing: This line item includes expenses such as printing of Notices of Appraised Value, Appraisal Rolls and envelopes. This item is \$5,000.

5136 - Dues: This line item is devoted to the registration of the district and employees with different state agencies and trade organizations. Registration with the Texas Department of Licensing and Regulation is

a requirement by law. Affiliation with the Texas Association of Appraisal Districts allows KCAD to enroll in state classes for reduced tuition and keeps the district informed of changing rules and laws. Being a member of TAAD also requires us to be a member of the local Southwest Chapter. Membership in the International Association of Assessing Officers is now required by the MAPS review and also requires membership in the Texas Association of Assessing Officers. The district receives most of the sales data used in appraisals of real property from the Kerrville Board of Realtors Multiple Listing Service. The district receives a discounted price for items purchased through the Texas Building & Procurement Commission. The district also pays a membership for the Visa charge card. A detailed cost description of this line item follows:

Texas Department of Licensing & Regulation	\$ 680
Texas Association of Appraisal Districts	\$ 900
Texas Association of Appraisal Districts Southwest Chapter	\$ 15
International Association of Assessing Officers	\$ 175
Texas Association of Assessing Officers	\$ 80
Kerrville Board of Realtors M.L.S. Membership	\$ 300
Texas Building & Procurement Commission	\$ 100
Visa Charge Membership	<u>\$ 35</u>
TOTAL	\$2,285

5140 - Office Supplies: This line item includes all miscellaneous office supplies used in the district. These items include paper, writing utensils, film, toner cartridges, and other supplies. The amount this year is \$7,000.

5145 - Furniture and Fixtures: This line item includes upgrading and replacement of computers and as well as desk, chairs and other office related furniture and fixtures. Kerr CAD is designating \$4,500 of its self-generated income from property record card sales, computer generated lists, map sales, and bank interest towards this line item. There is \$2,500 allotted for desks, chairs, filing cabinets and other office related furniture and fixtures. The total amount for this line item is \$7,000.

5150 - Board of Directors: This line item is utilized to purchase director manual and reference material for the Board of Directors. A portion of this line item is also utilized to purchase awards of appreciation to outgoing board members and name plaques. Because of increased duties, responsibilities as well as increased liability associated with being a board member this line item includes education for board members. The average cost for a board member to attend a TAAD conference is approximately \$1,000, A Rural Chief Appraisers Conference is approximately \$500 per person. This addition would allow 3 members to attend a TAAD Conference or all six members to attend a Rural Chief's Conference. This line item is \$3,200.

5155 - Equipment Maintenance: This item includes the maintenance of PC computers, networks, postage machine and copy machines. This line amount is \$1,500.

5170 - Building Reserve: This fund is reserved and cannot be utilized for any purpose other than replacement of the current building or to repair the existing building. The building was constructed in the 1970s and suffers from physical deterioration. In 2006 a metal roof was installed. In 2010 the septic system failed and due to the city's rules the line was connected to the City of Kerrville's sewer system at cost near \$30,000. The parking lot was repaired in 2013. The two air conditioning and heating units are inefficient and

repair costs on the aging systems continue to increase. The building has had several termite infestations through the years. The plumbing has been retrofitted two or three times in the past several years due to leaks. The interior of the building is in need of an extensive remodel. The building is very energy inefficient due to the lack of insulation and large windows throughout the aging building. The board is currently considering options concerning the appraisal district office building. A study is planned on the various options and will be presented to the taxing entities when completed. This amount will remain at \$7,000 this year.

5180 - Software Support - True Automation: Kerr CAD converted their old appraisal computer system to True Automation in October of 2006. True Automation is the largest CAD appraisal software company in the state True Automation calls their system the PACS System. This line item provides for continuing maintenance and support of the PACS System by True Automation. This system is the lifeblood of the district. Every property account is recorded, updated, and appraised through this system and the tax roll is generated resulting in the values used to levy taxes for every taxing entity serviced by Kerr CAD. True Automation has notified the district that the software support and maintenance for this year will be \$31,195.

5186 Appraisal System Expenses: The Kerr County Tax Assessor/Collector's software system now resides in the Kerr Central Appraisal District's office. Prior to this year an expenditure of \$15,497 was allotted for the purchase and maintenance of the software system. This expenditure has been eliminated for 2014 and will be shown as zero on the Budget Recap Sheet.

5200 - Banking Fees: We are being assessed service charges on our bank account for \$120 annually.

	2012 Cert Net Tax or Freeze Adj.	2012 Tax Rate	Levy	Tax on Freeze	Total Levy	% of Total Levy	Allocation
City of Ingram	\$67,889,791	0.4732	\$321,254	0	\$321,254	0.47%	\$4,182
City of Kernville	\$1,252,790,965	0.5625	\$7,046,949	\$2,447,127	\$9,494,076	13.80%	\$123,585
Kerr emerg. Dist. #1	\$516,273,841	0.0215	\$110,999	0	\$110,999	0.16%	\$1,445
Kerr Emerg. Dist. #2	\$102,736,320	0.035	\$35,958	0	\$35,958	0.05%	\$468
Kerr County	\$2,914,384,577	0.4121	\$12,010,179	\$3,700,375	\$15,710,554	22.83%	\$204,505
Ingram Hill Road District	\$3,571,736	0.15	\$5,358	0	\$5,358	0.01%	\$70
Lateral Roads	\$2,899,580,467	0.0322	\$933,665	\$308,392	\$1,242,057	1.81%	\$16,168
Lake Ingram Estates Rd	\$8,024,195	0.2865	\$22,989	0	\$22,989	0.03%	\$299
Center Point ISD	\$187,754,139	1.1	\$2,065,296	\$404,750	\$2,470,046	3.59%	\$32,153
Comfort ISD	\$121,060,324	1.21	\$1,464,830	\$328,881	\$1,793,711	2.61%	\$23,349
Divide ISD	\$51,423,436	0.85	\$437,099	\$25,450	\$462,549	0.67%	\$6,021
Harper ISD	\$34,484,481	1.04	\$358,639	\$72,498	\$431,137	0.63%	\$5,612
Hunt ISD	\$270,363,765	1.04	\$2,811,783	\$514,082	\$3,325,865	4.83%	\$43,293
Ingram ISD	\$362,934,079	1.1186	\$4,059,781	\$987,650	\$5,047,431	7.34%	\$65,703
Kernville ISD	\$1,792,226,547	1.18	\$21,148,273	\$5,741,068	\$26,889,341	39.08%	\$350,019
Medina ISD	\$10,870,393	1.04	\$113,052	\$0	\$113,052	0.16%	\$1,472
Upper Guadalupe River A.	\$4,094,948,730	0.025	\$1,023,737	\$0	\$1,023,737	1.49%	\$13,326
Headwaters							
Groundwater	\$4,094,948,730	0.0074	\$303,026	0	\$303,026	0.44%	\$3,944
TOTAL EST LEVY			\$54,272,866.68	\$14,530,273	\$68,803,140	100.00%	\$895,612
2014 Budget							
Less:KERV/KRVL Lease							\$902,512
Other Income							\$2,400
Reduction to Entities							\$4,500
ENTITY PORTION							\$6,900
							\$895,612

Agenda Item:

6B. Establish legislative priorities for the City of Kerrville for the Texas 84th Legislative Session and for the 114th US Congress. (staff)

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

SUBJECT: Establish legislative priorities for the City of Kerrville for the Texas 84th Legislative Session and for the 114th US Congress

FOR AGENDA OF: Sep. 9, 2014

DATE SUBMITTED: Sep. 3, 2014

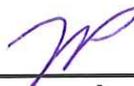
SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: State of Texas 84th Legislative Session – Key Dates
TML Legislative Priorities – 2013-2104

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

January 2015, both the Texas 84th Legislative Session and the 114th US Congress convene. City staff will monitor the legislative activities for both entities and provide routine updates. In addition, City Council will have the opportunity to provide its input on bills that are of interest to the community.

The City of Kerrville organized a legislative day in Austin during the Texas 83rd Legislative Session. Representatives of Kerr County, Kerrville Area Chamber of Commerce, Kerrville Economic Development Corporation, and Kerrville Convention and Visitors Bureau were present. The group had the opportunity to meet with Senator Fraser and Representative Hilderbran to discuss legislative matters. City staff would propose an event be organized for the Texas 84th Legislative Session as well.

It is important that the City Council establish its legislative priorities for the state's upcoming session and for the upcoming 114th US Congress. By establishing these priorities the city will be ready to identify bills of interest/concern, provide official testimony, and communicate with elected officials at the state and national levels.

The following items are proposed for consideration as the city's legislative priorities:

1. Protect Municipal Water Supplies
 - a. Protect Existing Water Permits/Rights - Specifically
 - i. Exempt Municipal Permits/Rights from Termination Concurrently with Subordination Agreements

- ii. Speed Up TCEQ's Permitting Processes for Municipal Water Supplies
 - b. Minimize Conflicts with Water Regulations - Specifically
 - i. Increased Water Quality Standards Cause Treated Water to be Wasted
 - ii. Health and Safety Design Criteria Require Additional Capacities to be Constructed
 - iii. Health and Safety Operational Criteria Require Significant Amounts of Water to be Acquired, Treated, and Stored
 - iv. Evaluate the Roles, Duties and Powers of the State Water Master(s)
 - c. Funding Assistance for Major Utility Initiatives
 - i. West Side Utility Extensions
 - ii. Effluent – Retain, Treat and Deliver
- 2. Improve Regional Transportation Systems
 - a. Funding for Highway Projects
 - i. Harper Highway/IH-10 Interchange – Increase Clearance for Oversized Loads
 - ii. IH-10 – Service Road and Third Interchange Located Between Sidney Baker and Harper Highway
 - b. Funding for Kerrville/Kerr County Municipal Airport Projects
 - i. Installation of Flight Tower
 - ii. Establishment of Customs Office
- 3. Protect City's Financial Capacity
 - a. Oppose Bills that would Further Limit Local Authority to Set Tax Rates
 - b. Oppose Bills that would Limit a Local Authority's Ability to Sell Debt

The Texas Municipal League will finalize its legislative program for the Texas 84th Legislative Session in December. The executive summary of the program established for the 83rd session is attached. The new program will likely include some of these core concepts.

RECOMMENDED ACTION

City staff recommends that the City Council accept the legislative priorities outlined in this agenda bill and add any additional items. Furthermore, city staff recommends that the City Council authorize the mayor and city manager to represent the city on these matters.

State of Texas

84th Legislative Session – Key Dates

Monday, November 10, 2014

Prefiling of legislation for the 84th Legislative Session begins.

Session Begins

Tuesday, January 13, 2015 (First Day)

84th Legislative Session convenes at noon.

Friday, March 13, 2015 (60th Day)

Deadline for filing bills and joint resolutions other than local bills, emergency appropriations, and bills that have been declared an emergency by the governor.

Monday, June 1, 2015 (140th Day)

Last day of 84th Regular Session.

Session Ends

Sunday, June 21, 2015 (20th Day Following Final Adjournment)

Last day governor can sign or veto bills passed during the regular legislative session.

Monday, August 31, 2015 (91st Day Following Final Adjournment)

Date that bills without specific effective dates (that could not be effective immediately) become law.

2013-2014 Texas Municipal League Legislative Priorities

Texas Cities Work: Safe Communities, Essential Infrastructure, Vital Services

Cities, the government closest to the people, embody the idea that “We the People” should be in control. Cities provide the services that we cannot do without. Those services reflect the will of the local taxpayers and can’t be lumped in with cries of “less government.” Put simply: City services are the nuts and bolts of our society.

Police and fire protection, the roads we drive on, local business development, the utilities we need to survive and prosper, the protection of property values through thoughtful rules that benefit everyone, and many, many more. It costs money to provide these services, but keeping taxes low while meeting citizens’ demand for services is a core value of city officials. That is why TEXAS CITIES WORK!

The TML Board of Directors met in December 2012 to establish the League’s legislative priorities for 2013-2014. These priorities were adopted after a lengthy process designed to solicit input from a wide range of cities from across the state. The result is a legislative program that came from the League’s membership and was ultimately approved by the League’s Board of Directors. The program focuses the League’s resources to accomplish the following goals:

1. Ensure that local decisions are made locally by supporting reasonable enhancements to regulatory authority and by opposing attempts to cripple the ability of cities to:
 - Protect property values by imposing reasonable development standards;
 - Enact zoning ordinances; and
 - Respond to citizen demands for orderly and sustainable development.

2. Protect and enhance essential infrastructure by opposing efforts to diminish municipal revenue and by supporting initiatives that will meet the needs of our cities for:
 - Streets, roads, and bridges;
 - Clean water;
 - Safe and effective wastewater treatment;
 - Stormwater management;
 - Sustainable solid waste collection and disposal; and
 - Public transit.

3. Ensure funding for vital community services by vigorously opposing efforts to erode revenue needed to:
 - Keep cities safe from crime;
 - Respond to emergencies;
 - Enhance economic growth and job creation;
 - Provide recreational facilities and parks; and
 - Protect the natural environment.

(Note: The TML Legislative Program contains almost 200 positions on various city-related issues. The complete TML Legislative Program is available at www.tml.org on the “Legislative” page or by calling the League office at 512-231-7400.)