

**AGENDA FOR REGULAR MEETING**

**KERRVILLE CITY COUNCIL**

**TUESDAY, FEBRUARY 10, 2015, 6:00 P.M.**

**KERRVILLE CITY HALL COUNCIL CHAMBERS**

**701 MAIN STREET, KERRVILLE, TEXAS**

**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR MEETING, TUESDAY, FEBRUARY 10, 2015, 6:00 P.M.**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION:** by Lainie Johnson, Executive Director, Pregnancy Resource Center.

**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. AWARDS AND RECOGNITIONS:**

2A. Police Officer of the Year Award to Officer Rafael Gonzalez – Police Commendation Award. (staff)

**3. 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:

3A. Minutes of the regular city council meeting held January 13, 2015.

3B. First amendment to project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation; the City of Kerrville, Texas; and Playhouse 2000, Inc., for the construction of a support facility to be owned by the city and used in conjunction with the Cailloux Theater for the Performing Arts. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time, February 6, 2015 at 1:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig  
City Secretary, City of Kerrville, Texas

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3C. Regional mutual aid agreement (“MAA”) between the City and other local government entities and local organizations wholly or partially within the geographic areas covered by Alamo Area Council of Governments and terminating existing MAA with same parties. (Mayor Pratt)

3D. A Resolution finding that legislation filed during the current 84<sup>th</sup> Legislative Session reducing the property tax appraisal cap could be detrimental toward the City and urging its defeat. (Mayor Pratt)

3E. Rescheduling of future council meetings: March 10 to March 17; July 14 to July 7; and July 28 to July 21. (Mayor Pratt)

3F. Lease agreement with MDR Properties General Partnership for lease of property located at 87 Coronado Drive for Fire Administration and EMS. (staff)

3G. Professional agreement for tennis professional by and between the City of Kerrville, Texas, and Jess Asper. (staff)

**END OF CONSENT AGENDA**

**4. ORDINANCES FIRST READING:**

4A. Ordinance No. 01-2015 annexing approximately 23.38 acres out of the F. Rodriguez Survey No. 72, Abstract No. 280; said tract being located adjacent to the corporate limits of the City of Kerrville, Texas, and consisting as a portion of the property located at 5235 Highway 27 East; describing the territory to be annexed; adopting a service plan for the territory annexed; establishing the zoning for the area annexed and an adjacent tract which consists of approximately 6.385 acres, all of which property makes up approximately 29.765 acres, to be contained with a Planned Development District for manufacturing and industrial uses; and adopting a concept plan for the property. (staff)

4B. Ordinance No. 2015-02 amending the budget for fiscal year 2015 to account for various changes to the city’s operational budget, which includes the receipt of grants and the closure of project accounts. (staff)

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City Secretary, City of Kerrville, Texas

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**5. 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.

**6. 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.

**7. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION**

**8. ADJOURNMENT.**

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Brenda Craig  
City Secretary, City of Kerrville, Texas

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## **Agenda Item:**

2A. Police Officer of the Year Award to Officer Rafael Gonzalez – Police Commendation Award. (staff)

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

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**SUBJECT:** Presentation of Officer of the Year Award: Officer Rafael Gonzalez -  
Police Commendation Award

**FOR AGENDA OF:** February 10, 2015      **DATE SUBMITTED:** February 5, 2015

**SUBMITTED BY:** Chief David Knight      **CLEARANCES:** Todd Parton, City Manager

**EXHIBITS:** Nomination Document

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**



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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$	\$	\$	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

Officer Rafael Gonzalez is a three year veteran officer of the Kerrville Police Department assigned to patrol. He began his career in October of 2011 with our department and has consistently worked hard over the past three years to hone the skills required to excel as a police officer. Over the past year he has demonstrated a thorough understanding, interpretation and application of Texas laws as well as department policy and procedure. Officer Gonzalez consistently makes sound judgment calls and positively and profoundly impacts his community through his proactive and, at times, innovative response to his duties.

Rafael was selected to become a tactical operator on the Hill Country Combined Special Operations Unit (SOU) from a group of competing officers early in 2014. He attended the SAPD basic swat school and has since demonstrated an increased proficiency in the skillset he obtained, involved in six tactical callout operations.

Officer Gonzalez is a department Field Training Officer and has been instrumental in training and mentoring three officers in training during the past year. He has a very strong work ethic, proactively making cases and demanding a high standard of quality performance of himself and the officers he trains. The impact of these traits is evident, as they are passed on to the OIT's under Officer Gonzalez's guidance.

Rafael has received his certification as a background investigator and assists the department in this critical aspect of our hiring process, making every effort to ensure that the applicants being considered for hire are of the highest caliber and character. Officer Gonzalez completes very thorough investigations and writes exemplary, self-contained reports that leave little to no questions. The detail in his case reports is written with the understanding and knowledge of law and department procedure that are expected of a more experienced officer.

When on scene, Officer Gonzalez provides expert advice to victims and suspects on what steps they can take to change their situation and therefore their lives. With this kind of mindset he seeks to find a long term resolution to the problem instead of a temporary solution, which is consistent with our philosophy of community related policing.

In 2014 Officer Gonzalez received information that a child of one of his friends had been diagnosed with neuroblastoma – a cancer that develops from immature nerve cells found in several areas of the body and only affects children under 5 years of age. After visiting the child at the Methodist Children’s Hospital in San Antonio he saw a need in the hospital oncology unit for toys that would comfort all the children during this stressful, uncertain and scary time in their lives. These children were of varying ages and were in differing stages of therapy.

Upon returning home Rafael immediately began the process of organizing a toy drive within the department for the children of this hospital. Officer Gonzalez explained “to an adult it wouldn’t be much, but to a lot of these kids, seeing an officer and receiving some toys would mean the world to them”.

Officer Gonzalez collected over 200 donated items including coloring books, crayons, electronic toys, stuffed animals, headsets, playing cards, board games and stickers and transported these toys to the hospital where they were received by a grateful staff and excited children.

Rafael’s efforts inspired an overwhelming response from his fellow officers, their families, dispatchers, office staff and members of the Kerrville Citizen Police Academy Alumni Association. He successfully inspired others to give selflessly and, by doing so, met the needs of so many children. His actions positively influenced the lives of these children and those involved in the process in such a profound way that we may never fully know the lasting residual effects.

#### **RECOMMENDED ACTION**

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

## **Agenda Item:**

3A. Minutes of the regular city council meeting held January 13, 2015

CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
JANUARY 13, 2015

On January 13, 2015, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Reverend Stockton Williams, Rector at St. Peter's Episcopal Church, followed by the Pledge of Allegiance led by David Knight, Interim Chief of Police.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
David Knight	Interim Chief of Police
Danny Batts	Chief Building Official
Dannie Smith	Fire Chief
Chris Stewart	Senior Planner

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

**1. VISITORS/CITIZENS FORUM:**

1A. Carolyn Lipscomb asked why the city was not renewing the lease at the city landfill with the Hill Country Youth Soccer Association. She asked what the dirt was going to be used for that was more important than the soccer fields. The existing fields were not adequate in number and the soccer association spent \$1.2 million on that facility. She opined that the quality of the topsoil might not have been as good without the HCYSA's improvements to the fields.

Mr. Parton noted the soil was needed to construct the new wastewater detention facility for the effluent project. There was a full layer of topsoil at the site and HCYSA's management of the fields had nothing to do with the amount of soil. The city's other option would be to purchase property elsewhere and transport the soil to the city farm. He noted the land was purchased by the city in 1929 and designated for municipal purposes and utility operations. The plan was to replace the amount of existing irrigated space at the new facility to accommodate

sports programming. The timing of the effluent detention project had been scheduled around the soccer season and the construction of soccer fields at the new athletics complex.

1B. Gary Noler, representing the AMVETS Post 1000, noted the paperwork had been completed and work was progressing on the housing project at the VA complex. He appreciated the work of city council and staff. Mayor Pratt noted the first veteran should move in by December 31, 2015, or the project could lose its tax credits; the city would work diligently to help meet the deadline.

## **2. CONSENT AGENDA:**

Mr. Conklin moved to approve consent agenda items 2A through 2G; Mr. Allen seconded the motion, and it passed 5-0:

2A. Minutes of the special city council meetings held December 8, and December 16, 2014, and the regular meeting held December 9, 2014.

2B. Resolution No. 01-2015 finding that rules adopted 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 rules.

2C. Request from Kerrville Area Chamber of Commerce for the city to provide in-kind police and EMS services for the Kerrfest event to be held on May 14-17, 2015, in the amount of \$4,623.00.

2D. Authorize execution of a contract with Kerr County for conducting the May 9, 2015 City of Kerrville General Election.

2E. First amendment to the construction contract between the City of Kerrville, Texas and L.C. United Painting Company, Inc., for maintenance work to the Summit and Stadium elevated water tanks by increasing the compensation by \$94,125 and authorizing an increase in the amount of change orders by \$62,750.

2F. Professional services agreement with Fugro Roadware, Inc. to develop a pavement management system for the City of Kerrville, Texas in an amount not to exceed \$85,000.00.

2G. Purchase street maintenance and construction equipment funded by a grant, in the total amount of \$385,194.82, to include: Caterpillar 930 wheel loader, Mack tandem dump truck 14 yard capacity; and Bobcat skid loader and 40" planer attachment.

## **END OF CONSENT AGENDA**

## **3. PUBLIC HEARING:**

3A. Proposed voluntary annexation of approximately 23.38 acre tract of land located at 5235 Highway 27 East, James Avery Craftsman (JAC).

Mr. Stewart noted that JAC petitioned the city for voluntary annexation of property at 5235 SH 27 East. The JAC project totaled 29 acres; however, 6.3 acres with frontage on SH27 was already in the city.

Mayor Pratt opened the public hearing at 6:12 p.m.; no one spoke and the public hearing was closed at 6:12 p.m.

6D. Authorization to submit a request to the City of Kerrville, Texas Economic Improvement Corporation (EIC) to amend the funding agreement between the EIC, City of Kerrville, Texas, and Playhouse 2000, Inc. to increase the funding to an amount not to exceed \$850,000 for the construction of the support facility to the Cailloux Theater.

Ms. Boyle noted EIC directed staff to request authorization from council to prepare an amendment to increase the funding agreement an additional \$350,000 to a total not to exceed \$850,000.

Jeffrey Brown, executive director of Playhouse 2000, noted that upon completion of the project the facility and property would be deeded to the city. The 6,000 sq. ft. facility would be used for equipment storage, rehearsals, dressing rooms, waiting area, classrooms, and costume creation and storage.

Mr. Parton noted that Playhouse 2000 raised \$280,000 to fund the project.

Mr. Stork moved to authorize staff to submit a request to EIC as proposed; Mr. Conklin seconded the motion and it passed 5-0.

#### **4. PUBLIC HEARING AND ORDINANCE, FIRST READING:**

4A. Ordinance No. 2015-01, amending the City's "Zoning Code" by adding a definition of "Community Gardens" to Article 11-I-3 "definitions and interpretation of words and phrases"; revising Article 11-I-4 to add community garden as a use that is permitted within any zoning district; revising Article 11-I-19 to adopt regulations applicable to the use of property as a community garden; 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. Mayor Pratt read the ordinance by title only.

Mr. Stewart noted there were gardens throughout the city, but there was not a definition in the zoning code or standards for how gardens were developed. Mr. Parton noted that a vacant lot had been donated for a community garden where people could raise and keep their own produce. The subdivision code does not allow an accessory structure, such as a tool storage shed, without a primary structure. This ordinance would create a definition for a community garden, allow such garden in any zoning district, add site development regulations, and allow for an accessory structure without a primary structure if it complied with building setbacks. Staff noted that the planning and zoning commission recommended against adoption of the ordinance, citing concerns about oversight of the gardens, maintenance and upkeep of the gardens, possible liability for the city, standards not tight enough, illegal activities could take place, and allowing accessory buildings to be constructed without a primary structure throughout town.

Council discussed the following:

- The Doyle Community Center neighborhood took the initiative to create a community garden where garden plots could be adopted, but a tool storage shed was needed.

- All concerns raised by PZC were already addressed in other codes, i.e. overgrown vegetation, destruction of property, and illegal activities.
- The garden would be a privately owned facility managed by the property owner or a program manager.
- A conditional use permit was discussed; however, a CUP went with the applicant, not with the land, so if the property changed ownership the CUP for the garden would no longer exist.

Mayor Pratt opened the public hearing at 6:30 p.m.; no one spoke and the public hearing was closed at 6:30 p.m.

Mr. Stork moved for approval of Ordinance No. 2015-01 on first reading; Mr. Conklin seconded the motion and it passed 5-0.

(NOTE: Due to an error in publication of public notice, this item was later withdrawn by city staff and rescheduled on future council meetings in order to meet legal requirements.)

#### **5. ORDINANCE, FIRST READING:**

5A. Ordinance No. 2015-02, annexing an approximate 3.05 acre tract out of the W.H. Crawford Survey No. 653, Abstract No. 123, within Kerr County, Texas; said property being located adjacent to the corporate limits of the City of Kerrville, Texas, and consisting of the property addressed as 421 Roy Street; further describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed.

Mayor Pratt read the ordinance by title only.

Mr. Stewart noted the city received a petition for voluntary annexation of the 3.05 acre tract. The owner requested "RM" residential mix zoning, which was consistent with the surrounding area; the planning and zoning commission recommended RM zoning.

Mr. Stork moved for approval of Ordinance No. 2015-02 on first reading; Mr. Allen seconded the motion and it passed 5-0.

(NOTE: Due to an error in publication of public notice, this item was later withdrawn by city staff and rescheduled on future council meetings in order to meet legal requirements.)

#### **6. CONSIDERATION AND POSSIBLE ACTION:**

6A. Request to amend city Ordinance 2014-21 establishing minimum health and sanitation standards for lodging establishments.

Shirley Garrett, owner of Hillcrest Inn, stated that the recently adopted ordinance had a detrimental effect on her business. She had a total of 37 units, of which 17 had full kitchens and were rented on a monthly basis. Under the city's ordinance, monthly rentals were limited to 25%; half of her units were monthly rentals. She could not accept any winter guests because she was already maxed out at the

25% limit, and guests did not want to pay the additional hotel occupancy tax (HOT) so they went to another city. Winter guests shop around before they decide where to stay, and some hotels lowered their rate during winter because it was the slow time of year. HOT equated to \$130 a month additional cost to the guest. She noted that state law allowed an exemption of HOT if the stay was over 30 days; however, the city's ordinance required that monthly rentals exceeding 25% had to be charged HOT. Ms. Garrett asked that an exception to the ordinance be granted for extended stay rentals, suggesting the exception be based on units that have full kitchens with ovens, noting that she placed units without a full kitchen on a daily rate. She inspected her units every day and provided full service cleaning weekly.

Council also discussed the following:

- The ordinance required that local lodging establishments could not designate more than 25% of their total units for extended stay without collecting HOT; this was to protect HOT revenues.
- The ordinance also established minimum health, sanitation and construction standards.
- Most lodging establishments in the city were not set up for long term stay; Ms. Garrett's facility was designed for long term stay and advertised as such.
- The ordinance may have resulted in unintended consequences; particularly, the city did not want to encourage winter guests to go to another city.
- HOT was approximately \$4 a day for each of Ms. Garrett's 37 units; the owner could cost average those units (\$1.31 per day per unit) and no one guest would be responsible for the HOT cost.
- Extended stay was for guests staying over 30 days. Some hotels check the guest out on the 30<sup>th</sup> day and check them back in to start the cycle over on day 1 so the guest would not have to pay HOT.
- If one facility was given an exception, every facility would request an exception.
- Kitchens and stoves were not part of state law for extended stay establishments so kitchens and stoves should not be considered.

Mr. Parton suggested such establishments could register with the city as a non-conforming use and be allowed to exist and continue to operate; however, the non-conformity would not be allowed to expand.

The consensus of council was to instruct staff to prepare an amendment to the ordinance that would maintain the 25% requirement, but would allow a narrow exception for extend stay establishments based on established standards and amenities. However, if drugs or illegal activity became part of a law enforcement investigation, the facility would lose the exemption.

6B. Economic development incentive agreement between the City of Kerrville and James Avery Craftsman, Inc. (JAC) in an amount not to exceed \$379,302.00.

Ms. Boyle noted the agreement would provide reimbursement of property tax revenues at a maximum of \$75,000 per year for five years. JAC was investing

over \$14 million in the project. The project would allow JAC to expand their facility and create 359 new jobs with minimum wage at \$11.20 per hour over six years. (See Item 6C.)

Mr. Conklin moved to approve the agreement with inclusion of the two changes presented by the city attorney in item 6C. Ms. Keeble seconded the motion and it passed 5-0.

6C. Economic development grant agreement between James Avery Craftsman, Inc. and the City of Kerrville, Texas Economic Improvement Corporation in an amount not to exceed \$1,219,000.

Ms. Boyle noted the economic development grant agreement would provide funding for the JAC project as discussed in item 6B. Payments will be paid in two installments: 1) after submission of evidence of commencement of construction of the improvements, and 2) after completion of construction.

Mr. Hayes noted he had not yet received full approval from JAC for the agreements stated in 6B or 6C; however, he did not anticipate any substantive changes. He had requested two amendments to the grant agreement: 1) Add statement designating the point of sale as Kerrville so the city would receive the sales tax; and 2) Agree to comply with city's development regulations; this should not be an issue as the property was being annexed and building permits would be required.

Mr. Conklin moved to approve the grant agreement as presented and including the amendments recommended by Mr. Hayes. Mr. Allen seconded the motion and it passed 5-0.

6D. Authorization to submit a request to the City of Kerrville, Texas Economic Improvement Corporation (EIC) to amend the funding agreement between the EIC, City of Kerrville, Texas, and Playhouse 2000, Inc. to increase the funding to an amount not to exceed \$850,000 for the construction of the support facility to the Cailloux Theater. Item discussed following Item 3A.

6E. Resolution No. 2-2015 providing for the city's approval or disapproval of an amendment to the Kerr Central Appraisal District's 2015 fiscal year budget.

Mr. Parton noted that KCAD requested their FY2015 budget be amended to reallocate \$52,000 of unexpended funds to KCAD's building replacement and expansion fund as had been done for the past several years. If the request was approved by 51% of the participating members, it would be approved; if 51% denied the request, the funds would be pro-rated back to each taxing entity; the city's share would be \$8,100. If council did not take action it would be deemed as approval. The KCAD board was trying to develop a plan to replace the existing building, and funds had been set aside to cover fees and develop a plan. If a building replacement plan was developed in the future, the KCAD board would have to have authorization from all taxing jurisdictions to proceed as it would likely require bond issuance for financing.

Mayor Pratt stated that the KCAD building was subpar. The city had not received any plans for the past six years to improve or relocate the KCAD building and there were no discussions about the use of city funds being held by KCAD. There were discussions before the state legislature about the state taking over the duties of appraisal districts. He suggested that unexpended funds be returned to the taxing entities and placed in a designated fund pending receipt of KCAD's plans. If the state assumed appraisal duties state-wide, local tax funds would then remain with local entities.

It was noted that no one from KCAD was present to answer questions.

Mr. Stork moved to approve Resolution No. 2-2015 disapproving KCAD's request, and that funds returned to the taxing entities be placed in separate designated reserve funds for future use by KCAD if necessary. Mr. Allen seconded the motion and the motion passed 4-1 with Councilmembers Stork, Allen, Pratt, and Keeble voting in favor of the motion and Councilmember Conklin voting against the motion.

**7. APPOINTMENTS TO BOARDS AND COMMISSIONS:**

**7A. Appointments to the Building Board of Adjustment and Appeals.**

Mr. Conklin moved to reappoint the following persons as regular members in the designated positions: Calvin Luck, master electrician; Charles Tremper, II, master plumber; and Lee Underwood, mechanical contractor. Further, to appoint Dallas Coon, master plumber to the alternate position; all with terms to expire August 31, 2016. Mr. Allen seconded the motion and it passed 5-0.

**7B. Appointments to the Planning and Zoning Commission.**

Mr. Stork moved to reappoint Garrett Harmon, William Morgan, and Robert Waller as regular members; and to reappoint Rustin Zuber as alternate member; all with terms to expire January 1, 2017. Mr. Conklin seconded the motion and it passed 5-0.

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

**9. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

- Daddy Daughter Dinner and Dance, February 14.
- Mardi Gras on Main event, February 17, including gumbo cook off.
- City hall and municipal offices will be closed January 19, MLK Day.
- A 49 unit housing complex for disabled combat-wounded veterans at the VA Medical Center, was approved December 2014, and the first veteran should be housed by December 31, 2015, or the developer would lose tax credits.
- Cowboy breakfast Friday, January 16, 6:00 a.m. at the courthouse.

**10. EXECUTIVE SESSION: None.**

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

**ADJOURNMENT.** The meeting adjourned at 7:18 p.m.

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Jack Pratt, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

## **Agenda Item:**

3B. First amendment to project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation; the City of Kerrville, Texas; and Playhouse 2000, Inc., for the construction of a support facility to be owned by the city and used in conjunction with the Cailloux Theater for the Performing Arts.  
(staff)

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

**SUBJECT:** First amendment to the project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation; the City of Kerrville, Texas; and Playhouse 2000, Inc., for the construction of a support facility to be owned by the City and used in conjunction with the Cailloux Theater for the Performing Arts

**FOR AGENDA OF:** February 10, 2015 **DATE SUBMITTED:** January 30, 2015

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

**EXHIBITS:** Amended Funding Agreement

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
\$	\$	\$	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

At the October 27, 2014 Economic Improvement Corporation (EIC) meeting, a report was received from Jeffrey Brown, Executive Director of Playhouse 2000 Inc. (P2K) regarding the Cailloux Theater support facility expansion project. P2K reported that design was currently underway and the original cost estimate of \$750,000 may exceed existing financial resources and therefore requested a timeline extension to raise the additional funds. EIC deferred action for a timeline extension and asked P2K to provide a report at the November meeting with solid estimates and a timeline.

Mr. Brown provided a report to the EIC on November 24<sup>th</sup> with a project cost estimate of \$1,186,455. The EIC directed staff to request authorization from the City Council to amend the funding agreement amount from \$500,000 to an amount not to exceed \$850,000 and to extend the project timeline. Staff received Council authorization on January 13<sup>th</sup> and the EIC approved the amended agreement on January 26<sup>th</sup>. The last step in this process is consideration and final approval by City Council.

**RECOMMENDED ACTION**

City staff is requesting approval of the amended funding agreement as presented.

**FIRST AMENDMENT TO PROJECT FUNDING AGREEMENT  
BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC  
IMPROVEMENT CORPORATION; THE CITY OF KERRVILLE,  
TEXAS; AND PLAYHOUSE 2000, INC., FOR THE CONSTRUCTION OF  
A SUPPORT FACILITY TO BE OWNED BY THE CITY AND USED IN  
CONJUNCTION WITH THE CAILLOUX THEATER FOR THE  
PERFORMING ARTS**

**THIS FIRST AMENDMENT TO PROJECT FUNDING AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Kerrville, Texas, Economic Improvement Corporation (“EIC”), a Texas non-profit corporation established by City pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 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”); the City of Kerrville, Texas (“City”), a Texas home-rule municipality; and, Playhouse 2000, Inc. (“P2K”), a Texas nonprofit corporation.

**WITNESSETH:**

**WHEREAS**, on February 11, 2014, the EIC, City, and P2K entered into an agreement titled *Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation; the City of Kerrville, Texas; and Playhouse 2000, Inc., for the Construction of a Support Facility to be Owned by the City and Used in Conjunction with the Cailloux Theater for the Performing Arts* (hereafter “the Funding Agreement”) in which the EIC agreed to provide to City an amount up to and not to exceed \$500,000.00 in EIC’s sales tax revenues to be used to pay for costs associated with the design and construction of a support facility to be used in conjunction with the Cailloux Theater for the Performing Arts (the “Project”), as specifically defined in the Funding Agreement; and

**WHEREAS**, based upon an increase in a portion of the estimated costs, P2K has asked to amend the Funding Agreement to increase the amount of EIC’s funding from \$500,000.00 to \$850,000.00, and to increase the time period with which P2K must raise the remaining amount of funds; and

**WHEREAS**, the P2K made a similar presentation to the City Council and Council voted in support of these two amendments to the Funding Agreement;

**NOW THEREFORE**, for and in consideration of the recitals set forth above and the promises made herein, EIC, City, and P2K agree as follows:

1. Section 2 of the Funding Agreement is amended to add the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) as follows:

“2. Agreement to Fund Project: The EIC agrees to provide City an amount [up to and not to exceed two-thirds (2/3) of the total costs of the Project, such amount] not to exceed \$850,000.00 [~~\$500,000.00;~~] in 4B Revenues to be used for the Project.

Prior to any payment or use of any of the funds from EIC, P2K shall perform the following:

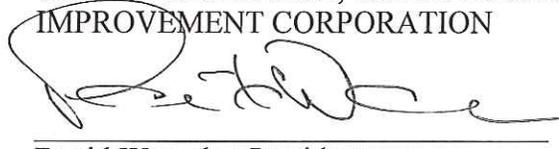
- a. provide sufficient evidence, in the sole opinion of City, that P2K has received and/or been promised funding from other entities or sources, that when combined with the funding promised by EIC, will allow for full completion of the Project; and
  - b. convey the property where the Project will be constructed and as more specifically described in **Exhibit B** to the City in the form of a warranty deed.”
2. Section 5 of the Funding Agreement is amended to add the language that is underlined (added) and deleting the language that is bracketed and stricken (~~(deleted)~~) as follows:
- “5. Project Timeline: P2K and the City shall begin construction activities for the Project on or before February 1, 2016 [~~February 1, 2015~~]. Should such activities not occur, EIC may elect to cancel and withhold its pledge of funds for the Project.”
3. Except as amended by this First Amendment, the provisions of the Funding Agreement remain in full force and effect.

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

CITY OF KERRVILLE, TEXAS

  
\_\_\_\_\_  
Jack Pratt, Jr., Mayor

CITY OF KERRVILLE, TEXAS ECONOMIC  
IMPROVEMENT CORPORATION

  
\_\_\_\_\_  
David Wampler, President

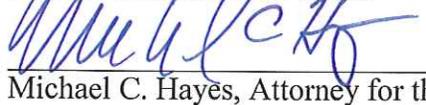
ATTEST:

  
\_\_\_\_\_  
Brenda G. Craig, City Secretary

ATTEST:

\_\_\_\_\_, Secretary for the EIC

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, Attorney for the EIC

PLAYHOUSE 2000, INC.

  
\_\_\_\_\_  
Jeffrey Brown, Executive Director 2/1/15

## **Agenda Item:**

3C. Regional mutual aid agreement (“MAA”) between the City and other local government entities and local organizations wholly or partially within the geographic areas covered by Alamo Area Council of Governments and terminating existing MAA with same parties. (Mayor Pratt)

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

---

**SUBJECT:** AACOG Regional Mutual Aid Agreement

**FOR AGENDA OF:** 02/10/2015

**DATE SUBMITTED:** 02/06/2015

**SUBMITTED BY:** Dannie Smith  
Fire Chief

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:** Regional Mutual Aid Agreement Authorizing Resolution

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

---

<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OR FINANCE:**

---

**SUMMARY STATEMENT**

The Alamo Area Council of Governments (AACOG) formulated a Regional Mutual Aid Agreement for local government entities and local organizations within the region's jurisdiction. The purpose of this agreement is to facilitate the coordination of personnel and equipment between entities within the region, during emergencies that exceed the capabilities of an individual party. This agreement is a condition of requirement for the allocation of Domestic Preparedness funding, which the City of Kerrville has received in the amount of \$100,928. These funds were used for a portion of the emergency services communication system upgrade and the purchase of emergency response equipment for the Fire Department. This agreement will replace the current AACOG Regional Mutual Aid Agreement, adopted by Resolution NO. 141-2003, on December 9, 2003.

**RECOMMENDED ACTION**

Approve and adopt the AACOG Regional Mutual Aid Agreement Authorizing Resolution.

## REGIONAL MUTUAL AID AGREEMENT

State of Texas

County of Kerr

This Regional Mutual Aid Agreement (the "Agreement") is entered into by and between local government entities and local organizations wholly or partially within the geographic areas covered by the Alamo Area Council of Governments (the "AACOG Region"), that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (individually, a "Party", and collectively, the "Parties").

WHEREAS, the Parties recognize the vulnerability of the people and communities located in the Region to damage, injury, and loss of life and property resulting from Emergencies and recognize that Emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that in the past Regional Mutual Aid has been provided between or among the Parties in the form of personnel, equipment, and other resources during Emergencies and to help with recovery; and,

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Regional Mutual Aid and protection of life and property in the event of an Emergency; and,

WHEREAS, the Parties wish to make suitable arrangements for furnishing Regional Mutual Aid in coping with Emergencies and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, the Parties recognize that a formal agreement for Regional Mutual Aid would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that Regional Mutual Aid is accomplished in the minimum time possible and desire to enter into this Agreement to provide Regional Mutual Aid consistent with the Regional Mutual Aid plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

## Terms

### 1. RECITALS

The recitals set forth above are true and correct.

### 2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – this Regional Mutual Aid Agreement as such may be amended by its own terms.
- b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property which is declared by the appropriate agency or government official or employee in accordance with applicable law.
- c. Regional Mutual Aid – a homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, and other resources.
- d. NIMS – the National Incident Management System.
- e. The Plan – The Threat and Hazard Identification and Risk Assessment (THIRA) adopted by the Board of Directors of Alamo Area Council of Governments as amended. The THIRA outlines the coordinating of emergency management resources during Emergencies involving multiple jurisdictions.
- f. Point of Contact – the individual or individuals authorized by the governing body of each Party to request or respond to a request for Regional Mutual Aid on behalf of the Party. A Party's Emergency Management Director or Chief Executive Officer is always a Point of Contact, in addition to those designated in writing as the Point of Contact.
- g. Regional Emergency Preparedness Advisory Council. The advisory committee created by the Board of Directors of AACOG to assist and advise elected officials in their decision-making responsibilities on matters related to regional homeland security (hereinafter, "REPAC").
- h. Requesting Party – the Party requesting Regional Mutual Aid under this Agreement.

i. Responding Party – the Party providing Regional Mutual Aid assistance under this Agreement.

**3. ADMINISTRATIVE AGENCY**

The Parties hereby designate the Alamo Area Council of Governments, (hereinafter, "AACOG") to be the Administrative Agency under this Agreement. AACOG shall be responsible for maintaining and distributing current Point of Contact information to all Parties. AACOG is also responsible for maintaining duplicate or certified copies of the original signature pages of the Parties to this Agreement. AACOG is not a signatory to the Agreement, and is not bound by any provision contained herein that is not directly related to the duties of the Administrative Agency.

**4. POINT OF CONTACT DESIGNATION**

Each Party shall provide the Administrative Agency with written protocol by which its designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Regional Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the Administrative Agency in writing of any change in its Point of Contact protocol as soon as practicable.

**5. ACTIVATION OF AGREEMENT**

This Agreement is activated when a request is made for Regional Mutual Aid assistance. The request shall be documented by the Requesting Party and forwarded to each Party from whom assistance is sought.

**6. INITIATION OF REQUEST**

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or
- b. After a finding of an Emergency as defined in this Agreement.

**7. PROCEDURES FOR REQUESTS**

Subject to the conditions in this Section, a Point of Contact may request Regional Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Regional Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation. In making any such request, each notice must adhere to the following minimum requirements:

- a. The written request shall state that the request is made pursuant to this Agreement.

- b. Regional Mutual Aid shall not be requested by a Party unless it is directly related to an Emergency and resources available from the normal responding agencies to the stricken area within the Region are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.
- c. All requests for Regional Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party or in accordance with the terms of the Plan.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
  - i. A general description of the Emergency and the damage or injury sustained or threatened;
  - ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.) and the particular type of assistance needed;
  - iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;
  - iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,
  - v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

#### **8. THE PROVISION OF REGIONAL MUTUAL AID**

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto may furnish Regional Mutual Aid in coping with an emergency.

- a. Assessment of Availability of Resources and Ability to Render Assistance.  
When contacted by a Requesting Party, a Point of Contact of the Party from whom Regional Mutual Aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Regional Mutual Aid assistance unless

the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.

b. Information Required of the Responding Party.

A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- ii. The estimated length of time that the personnel, equipment, and other resources will be available;
- iii. The name of the person or persons to be designated as supervisory personnel; and,
- iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).

c. Supervision and Control.

When providing assistance under the terms of this Agreement, the response effort must be organized and function in accordance with the most current version of the applicable NIMS guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.

d. The Plan.

Each Party hereto agrees that it will provide Regional Mutual Aid assistance under this Agreement in accordance with the Plan.

e. Food, Housing, and Self-Sufficiency.

The Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from twelve (12) hours after the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.

f. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

g. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

h. The Duration of Aid.

The provision of Regional Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Regional Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

**9. COSTS**

All costs associated with the provision of Regional Mutual Aid, when such assistance requires a response exceeding 12 consecutive hours, shall be paid by the Responding Party and reimbursed by the Requesting Party at actual cost, to the extent permitted by applicable law. Such costs include but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses.

- a. Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Regional Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.
- b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Regional Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- c. In the event federal funds are available for costs associated with the provision of Regional Mutual Aid, the Parties agree that the Requesting Party shall make the claim for the eligible costs of the Responding Party on its subgrant application and will disburse the federal share of funds to the Responding Party.
- d. Reimbursement under this Section will be made by the Requesting Party no later than: (1) one-hundred eighty days after receipt of the request for reimbursement; or (2) ninety days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner.
- e. The Parties recognize that each benefits from the existence of this Agreement and expect that each will provided and receive Regional Mutual Aid over the life of this Agreement. The Responding Party may assume in whole or in part any cost associated with the provision of Regional Mutual Aid or may loan or donate equipment or services to the Requesting Party without charge or cost.
- f. The provision of Regional Mutual Aid will be considered a non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.

## **10. INSURANCE**

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.

- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

#### **11. WAIVER OF CLAIMS AGAINST PARTIES**

Each Party hereto waives claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or part by the gross negligence of an officer or employee of another Party.

#### **12. EXPENDING FUNDS**

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

#### **13. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE**

Notwithstanding any other provisions herein, any Party hereto may provide emergency assistance or law enforcement assistance to another Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

#### **14. TERM**

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each and every Party through December 31 of the year signed. This Agreement shall automatically renew for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 25 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining

Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

**15. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.**

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is not responsible for any civil liability that arises from the furnishing of services described in Section 791.006.

**16. LIABILITY UNDER INTERLOCAL CONTRACT**

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Requesting Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Regional Mutual Aid under this Agreement, so long as, the act or omission was in good faith and in the course and scope of its functions to provide Regional Mutual Aid under this Agreement.

**17. ENTIRETY**

This Agreement contains all commitments and agreements of the Parties regarding Regional Mutual Aid to be rendered during or in connection with an Emergency. All previously entered into Regional Mutual Aid Agreements are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory Parties may have heretofore contracted or hereafter contract with each other for Regional Mutual Aid in Emergencies or the provision of other government services and functions, and it is agreed that this Agreement shall be subordinate to any such individual agreement.

**18. OTHER REGIONAL MUTUAL AID AGREEMENTS**

To assist each other in the process of Regional Mutual Aid response planning, each Party shall inform the Administrative Agency of all Regional Mutual Aid Agreements, memorandums of agreement or understanding, or contracts that each Party has with other municipalities, entities, counties, and state or federal agencies and furnish copies of said Regional Mutual Aid Agreements, memorandums of agreement or understanding, or contracts to the Administrative Agency, preferably in electronic format, if and when feasible and/or permissible.

**19. RATIFICATION**

Each Party hereby ratifies the rendering and/or receiving of Regional Mutual Aid taken prior to the date of this Agreement.

**20. INTERLOCAL COOPERATION ACT**

The Parties agree that Regional Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as those terms are defined in the Interlocal Cooperation Act Chapter 791, Texas Government Code..

**21. CONFIDENTIALITY**

The Parties recognize that the provision of Regional Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

**22. SEVERABILITY**

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**23. VALIDITY AND ENFORCEABILITY**

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

**24. AMENDMENT**

The Parties agree that this Agreement may be reviewed by the REPAC as required by applicable law. The Parties further agree that the Agreement may be amended by the REPAC. At least sixty calendar days (60 days) before any REPAC meeting at which an amendment or amendments to this Agreement will be considered and voted upon, the Administrative Agency shall send out notice to each Party to this Agreement informing them of the proposed amendment(s). This notice shall include the language of the amendment(s), and a list of current REPAC members and officers and the jurisdictions they represent. Each Party may direct any comments or concerns about said amendment(s) to their respective REPAC representative(s) prior to said meeting. Upon approval of said amendment(s) by the REPAC, the amendment(s) become(s) part of the Agreement and the Administrative Agency shall forward an amended copy of the Agreement to the Point(s) of Contact of the Parties to the Agreement.

**25. TERMINATION**

The governing body of a Party which is a signatory hereto, shall, by order, ordinance, or resolution, give notice of termination of participation in this Agreement and submit a

certified copy of such order, ordinance, or resolution to the Administrative Agency. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto. Upon receipt of said notice to terminate participation in the Agreement, the Administrative Agency shall notify the remaining Parties to the Agreement in writing within ten days.

**26. THIRD PARTIES**

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

**27. NOTICES**

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission.

**28. WARRANTY**

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

**29. IMMUNITY RETAINED**

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

**30. GOVERNING LAW AND VENUE**

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

**31. PARTY ELIGIBILITY**

Any local government as that term is defined in Chapter 418 of the Texas Government Code may be a Party to this Agreement, provided that no Party is an agency, department or entity of the same town, county or State government.

**32. FORMS**

The Administrative Agency may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

33. **HEADINGS** The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

**\*\*The Rest of this Page is Intentionally Left Blank\*\***

**REGIONAL MUTUAL AID AUTHORIZING RESOLUTION**

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Kerrville, Kerr County, Texas:

JACK PRATT, JR.

January 29, 2015

Signature: \_\_\_\_\_

  
Mayor, City of Kerrville

Attest:

Received by: \_\_\_\_\_

NAME: Diane Rath  
Executive Director  
Alamo Area Council of Governments

Date \_\_\_\_\_

Signature: \_\_\_\_\_

**Please Complete Contact Information**

**Primary:**

Contact Name: \_\_\_\_\_

Office Number: \_\_\_\_\_ 24 Hour Contact No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Alternate:**

Contact Name: \_\_\_\_\_

Office Number: \_\_\_\_\_ 24 Hour Contact No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

## **Agenda Item:**

3D. A Resolution finding that legislation filed during the current 84<sup>th</sup> Legislative Session reducing the property tax appraisal cap could be detrimental toward the City and urging its defeat. (Mayor Pratt)

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

---

**SUBJECT:** A resolution finding that legislation filed during the current 84<sup>th</sup> Legislative Session reducing the property tax appraisal cap could be detrimental toward the city and urging its defeat

**FOR AGENDA OF:** Feb. 10, 2015

**DATE SUBMITTED:** Feb. 5, 2015

**SUBMITTED BY:** Todd Parton  
City Manager

**CLEARANCES:**

**EXHIBITS:** Draft Resolution

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

The Texas Legislature has now convened into its 84<sup>th</sup> regular legislative session. Several bills have been filed in both the Senate and the House of Representatives to impose additional limitations on city property tax revenues. The Texas Constitution limits appraisal increases on residential homesteads to 10% per year. The legislative proposals would reduce the limitation to 5% per year.

Appraisal caps distort the taxable values of homes, depress real estate markets, and lead to significant tax disparity between similarly priced homes within a community. When a home is sold its lower capped value rises to its full market value and requires the buyer to pay the differential. In some cases, this has resulted in the buyer paying higher taxes than the seller. Home sales can be significantly affected when homeowners are unable to transfer their capped appraisal to another home or to the buyer of their home.

Additionally, artificial appraisal caps impacting homesteads has the net effect of shifting the property tax burden to other sectors of the community. Rental properties, vacation homes, and commercial properties would shoulder increased tax burdens as a result of these tax caps.

**RECOMMENDED ACTION**

It is recommended that the City Council pass this resolution as presented.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. \_\_\_-2015**

**A RESOLUTION FINDING THAT LEGISLATION FILED DURING THE  
CURRENT 84<sup>TH</sup> LEGISLATIVE SESSION REDUCING THE PROPERTY  
TAX APPRAISAL CAP COULD BE DETRIMENTAL TOWARD THE  
CITY AND URGING ITS DEFEAT**

**WHEREAS**, the Texas Legislature recently began its 84<sup>th</sup> regular legislative session; and

**WHEREAS**, legislation in forms including both senate and house bills (*e.g.*, SB 156/SJR 14, SB 182, HB 365) has once again been filed to impose limitations on city property tax revenues; and

**WHEREAS**, the current proposals would provide minimal tax relief to city taxpayers, but they could be extremely detrimental to a city's financial health, including Kerrville's; and

**WHEREAS**, states like California and Florida adopted and imposed similar limitations decades ago and have since been suffering from unintended consequences; and

**WHEREAS**, the Texas Constitution currently limits appraisal increases on residential homesteads to 10% per year; and

**WHEREAS**, the proposed legislation would reduce this limitation to 5%, which would produce the same bad consequences experienced by California and Florida; and

**WHEREAS**, caps create tax disparity among similarly priced homes because when a home is sold, its lower capped appraised value "pops up" to its full market value, which means the buyer will often times pay higher taxes than the owner who sold it; and

**WHEREAS**, in California, appraisal caps have resulted in some new homeowners paying five times more tax than the owner of an identical home next door; and

**WHEREAS**, caps distort and depress real estate markets, and such "pop up" effect has discouraged home sales in California and Florida where sales of existing homes have plummeted because homeowners are unable to transfer their capped appraisal to another home or to the buyer of their home, which works to create a tremendous disincentive to move from home to home; and

**WHEREAS**, artificially capping one sector of the tax base, in this instance homesteads, simply shifts the tax burden to other sectors like rental property, vacation homes, and commercial, industrial, and agricultural property; and

**WHEREAS**, Florida has seen apartment rental rates soar to cover higher property taxes, which has made apartments less affordable;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE**

**CITY OF KERRVILLE, KERR COUNTY, TEXAS:**

**SECTION ONE.** The City Council strongly urges the Texas Legislature to not pass the aforementioned legislation and to defeat similar bills, if any.

**SECTION TWO.** The City Council authorizes the Mayor and City Manager to forward this Resolution to the City's elected state representatives and to act in others ways in an effort to defeat this legislation.

**PASSED AND APPROVED ON this the \_\_\_\_ day of \_\_\_\_\_ A.D., 2015.**

\_\_\_\_\_  
Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

## **Agenda Item:**

3E. Rescheduling of future council meetings: March 10 to March 17; July 14 to July 7; and July 28 to July 21. (Mayor Pratt)

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

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**SUBJECT:** Reschedule future council meetings: March 10 to March 17; July 14 to July 7; and July 28 to July 21

**FOR AGENDA OF:** Feb. 10, 2015

**DATE SUBMITTED:** Feb. 5, 2015

**SUBMITTED BY:** Jack Pratt, Jr.  
Mayor

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

The American Public Power Association (APPA) is a national association based in the Washington, D.C. It is the service organization for the nation's more than 2,000 community-owned electric utilities. Collectively, these utilities serve more than 47 million Americans.

APPA was created in 1940 as a nonprofit, non-partisan organization to advance the public policy interests of its members and their consumers, and provide member services to ensure adequate, reliable electricity at a reasonable price with the proper protection of the environment.

Policy positions emphasize the importance of hometown decision making that puts customers first and ensures a stable supply of electricity while protecting the environment. Since two-thirds of public power systems do not generate their own electricity and instead buy it on the wholesale market for distribution to customers, securing competitively priced and reliable wholesale power is a priority.

APPA participates in a wide range of legislative and regulatory forums. It advocates policies that:

- ensure reliable electricity service at competitive costs;
- advance diversity and equity in the electric utility industry;
- promote effective competition in the wholesale electricity marketplace;
- protect the environment and the health and safety of electricity consumers; and

- safeguard the ability of communities to provide infrastructure services that their consumers require.

I have recently been appointed to the Policy Makers Council for the APPA. As a member of this council it is important that I attend key legislative and policy-making functions. The APPA has scheduled two significant legislative events in which attendance is very important – the 2015 Legislative Rally from March 9-12, 2015, and the 2015 Legislative Fly-In July 27-29, 2015.

The 2015 Legislative Rally provides an opportunity for representatives with the APPA to discuss key issues with the legislators on Capitol Hill. At the 2015 Legislative Conference, the APPA Policy Makers Council will discuss its legislative agenda and will again meet with representatives on Capitol Hill.

Both of these important legislative events conflict with regular City Council meeting dates. I propose that the regular meeting of March 10 be moved back one week to March 17 and that the regular meeting dates in July be moved from July 14 and July 28 to July 7 and July 21. I propose that both meeting dates be rescheduled in July in order to retain a two-week break between regular City Council meetings.

#### **RECOMMENDED ACTION**

It is recommended that the regular City Council meetings be rescheduled as outlined in this agenda bill.

## **Agenda Item:**

3F. Lease agreement with MDR Properties General Partnership for lease of property located at 87 Coronado Drive for Fire Administration and EMS. (staff)

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

**SUBJECT:** Lease renewal agreement with MDR Properties for lease of the building located at 87 Coronado Drive

**FOR AGENDA OF:** February 10, 2015 **DATE SUBMITTED:** January 30, 2015

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

**EXHIBITS:** Lease

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *JP*

<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$	\$	\$	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

This is a lease renewal with MDR Properties for the building located at 87 Coronado Drive which has served as the offices for Fire Administration since 2005. The negotiated renewal is for a 10 year lease with a 3% increase in the first year, no increase until 2019 and a 2% increase per year for years 2019-2024. The total 10 year lease expense would equate to \$452,248.80.

**RECOMMENDED ACTION**

City staff is requesting approval of the lease renewal as presented.

**LEASE AGREEMENT**  
**(87 Coronado Drive)**

**THE STATE OF TEXAS §**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF KERR §**

This Lease Agreement ("Lease") is made and entered into by and between MDR PROPERTIES GENERAL PARTNERSHIP ("Lessor"), and the CITY OF KERRVILLE, TEXAS, ("Lessee"), witness as follows:

**I. LEASED PREMISES**

In consideration of the rents herein provided and the terms, provisions, and covenants herein contained, Lessor hereby leases, lets, and demises to Lessee the following described real property and improvements as located within the City of Kerrville, Kerr County, Texas, to-wit:

**Lot 4A of Block Two (2) of Kerrville-West Business Park, a subdivision in Kerrville, Kerr County, Texas, according to the plat thereof recorded in Vol. 5, Page 9, and replat thereof recorded in Vol. 5, Page 57, Real Property Records of Kerr County, Texas, and more commonly referred to as 87 Coronado Drive ("Leased Premises").**

**II. TERM**

The Lease commences on the 1<sup>st</sup> day of October 2014, and, unless terminated in accordance with another provision here, will terminate on the 30th day of September 2024.

**III. RENTAL**

Lessee shall pay Lessor \$3,296.00 each month in advance. Said rate will automatically increase as of October 1, 2019, to reflect a 2% increase. Thereafter, each year on October 1, said rate shall automatically increase 2% until the Lease terminates. Such rates are as specified in **Exhibit A**. Rent is due and owing from Lessee to Lessor on or before the 1<sup>st</sup> day of each month in an amount as heretofore specified. All such rental payments shall be paid to Lessor at Lessor's address as herein specified. Lessee shall pay a late charge of \$25.00 for any monthly rental payment which is not paid by Lessee within ten (10) days after the same is due as specified herein.

**IV. USE**

Lessee may use the Leased Premises for the administration and operation of the City of Kerrville Fire Administration and EMS and all other purposes incidental to its authority as a municipal government under existing or future law and shall not use the same for any other purpose without first obtaining written consent of Lessor. Should Lessee assign or sublet any

portion of the Leased Premises, the permissible use by such assignee or sublessee(s) shall be any use acceptable to Lessee.

## **V. MAINTENANCE**

Lessor shall, at Lessor's cost and expense, throughout the term of this Lease, keep and maintain in good repair the foundation, exterior walls and doors, roof, glass (including plate glass) and all other portions of the building, sidewalks, driveways, and parking area located upon the Leased Premises, except for those repairs and maintenance which are required to be performed by Lessee hereunder. Lessee shall be responsible for the maintenance and repair of the interior glass, interior doors, interior door closure devices, interior door frame moldings, and interior locks and hardware on that portion of the property occupied by Lessee. Lessee shall provide usual and normal routine cleaning, maintenance, and repair to plumbing fixtures or the water heater. In the event of failure of plumbing fixtures or the water heater or any major component thereof, Lessor shall repair or replace such fixture, appliance, or major component thereof. Lessee shall change air conditioning filters monthly. Lessor shall perform routine maintenance of the HVAC system. Lessor shall repair or replace failed HVAC parts or equipment. Lessor further agrees to maintain all gas, water, and electrical lines inside any portion of the Leased Premises. Lessor shall not be required to make any repairs occasioned by the negligent acts or omission of Lessee, or Lessee's employees, licensees, and invitees. If any repairs required to be made by Lessee hereunder are not made within ten (10) days after written notification hereof delivered to Lessee by Lessor, then Lessor may, at its option, make such repairs and Lessee shall pay to Lessor upon demand as additional rent hereunder, the cost of such repairs. Lessee shall keep the sidewalks, driveway, and parking areas utilized by Lessee and Lessee's employees, licensees, and invitees, in a clean and orderly condition. No property of any kind or trash or rubbish may be stored in front of the building. Lessee shall notify Lessor immediately of any needed emergency repairs to the Leased Premises. Lessee agrees to give Lessor written notice of any needed repairs required to be performed by Lessor hereunder, and Lessor shall make such repairs within ten (10) days after receipt of such written notice. If any repairs required to be made by Lessor hereunder are not made within ten (10) days after such written notice, then Lessee may, at its options, make such repairs and Lessee shall reduce rent hereunder in an amount equal to the cost of such repairs. At the termination of this Lease, Lessee shall deliver up the Leased Premises in as good condition as at the beginning of the term of this Lease, natural deterioration, depreciation, and wear and tear excepted.

## **VI. ACCEPTANCE OF PREMISES**

Lessee has examined the Leased Premises and determined the same to be fit and proper for the purpose of Lessee's intended use and Lessee hereby accepts the Leased Premises in their present condition, subject only to the alterations or modification as specified herein.

## **VII. HAZARD INSURANCE**

Lessor, at Lessor's sole cost and expense, shall maintain a fire and extended hazard insurance policy of the building on the Leased Premises in an amount of not less than 80% of the value of such building and fixtures attached thereto. Lessee, at Lessee's sole cost and expense,

shall maintain any hazard insurance coverage desired by Lessee on any personal property, equipment, and contents of Lessee placed in or on the Leased Premises.

### **VIII. TAXES**

Lessor shall pay, if any and as they become due, all ad valorem taxes and real estate taxes which accrue against the Leased Premises during the term hereof and Lessor agrees to indemnify and hold Lessee harmless from the payment thereof.

### **IX. UTILITIES**

Lessor shall be responsible for obtaining and maintaining all utility services to the Leased Premises. Lessee shall pay all charges for water, electricity, telephone, cable, internet, and other utility services requested by and furnished to Lessee on the Leased Premises and shall carry all such utilities in Lessee's name.

### **X. ALTERATIONS AND IMPROVEMENTS**

Lessee shall have the right, after first obtaining the written consent of Lessor, and at Lessee's expense, to make such alterations, additions, and improvements to the Leased Premises as Lessee may desire and as may have been approved by Lessor. All such alterations, additions, and improvements shall thereafter constitute part of the Leased Premises and shall not be removed by Lessee upon termination or any renewal hereof.

### **XI. UNLAWFUL USE**

Lessee shall comply with all laws, ordinances, orders, rules, and regulations of all state, federal, municipal, and other agencies and bodies having any jurisdiction thereof relating to the use, condition, or occupancy of the Leased Premises. Lessee agrees that the Leased Premises will not be used in any manner which would violate the provisions of any insurance policy on any improvements on the Leased Premises or be deemed an extra-hazardous risk.

### **XII. QUIET ENJOYMENT**

Lessor warrants that Lessor has full right to execute and perform this Lease and to grant the estates demised herein or to be conveyed hereunder and that Lessee, upon the payments of the rents herein required, and the performance of all the terms, conditions, covenants, and agreements herein contained, shall peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease.

### **XIII. ACCESS**

Lessor shall have access to the Leased Premises at all reasonable times for the purpose of inspection and making repairs to the building that Lessor deems necessary for the safety and preservation of the Leased Premises.

#### **XIV. LIABILITY**

Lessor shall not be liable to Lessee or to Lessee's agents, employees, guests, licensees, customers, or any other person for damage to personal property cause by any act of omission or neglect of Lessee or Lessee's agents, employees, representatives, assignees, or subtenants, and Lessor shall not be liable for any injury, damage, or loss claimed by Lessee, or any agent, employee, licensee, invitee, customer, or guest of Lessee, or any other person in, or about the Leased Premises, on the sidewalks, parking area, in or around buildings on which the Leased Premises are located, which results from cause or causes except the negligence or misconduct of Lessor, or Lessor's agents, employees, representatives, or assignees. Lessee, to the extent allowed by state law, agrees to hold Lessor harmless from all such damage, loss, and injury occasioned by or as a result of negligence or misconduct of Lessee, or Lessee's agents, servants, employees, representatives, guests, licensees, invitees, and customers. Lessee further agrees to hold Lessor harmless, to the extent allowed by state law, from any and all fines, claims, demands, and actions of any kind or character resulting from or brought about by reasons of Lessee's operation or Lessee's activities on the Leased Premises. Lessee shall not be liable to Lessor or to Lessor's agents, employees, guests, licensees, customers, or any other persons for damage to personal property caused by an act, omission, or neglect of Lessor or Lessor's agents, employees, representatives, and assignees, and Lessee shall not be liable for any injury or damage or loss sustained by Lessor, or any agent, employee, licensee, invitee, customer, or guest of Lessor, or any other person, occurring in, on, or about the Leased Premises, on the sidewalks, parking area, in or around the buildings on which the Leased Premises are located, which results from any cause or causes except the negligence or misconduct of Lessee. Lessor agrees to hold Lessee harmless from any and all such damage, loss, and injury occasioned by or as the result of the negligence or misconduct of Lessor, or Lessor's agents, servants, employees, representatives, guests, licensees, invitees, and customers. Lessor further agrees to hold Lessee harmless from any and all fines, claims, demands, and actions of any kind or character resulting from or brought about by reason of Lessor's operation of Lessor's business or Lessor's activities on the Leased Premises.

#### **XV. ASSIGNMENT OR SUBLEASE**

Lessee may not assign or sublet the Leased Premises, in whole or in part, without prior written consent of Lessor.

#### **XVI. DAMAGED PREMISES**

Lessee shall, in case of fire or other casualty, give immediate notice to Lessor who shall thereupon cause the damage to be repaired forthwith. If any portion of the Leased Premises is rendered unfit for occupancy, the rent shall be apportioned for the period of time required to make the repairs, according to the part of the Leased Premises, if any, which remains unusable by Lessee. If the entire building shall be substantially destroyed, or that portion of the building occupied by Lessee shall be substantially destroyed, then within thirty (30) days after the fire or other casualty, either Lessor or Lessee may cancel this Lease by notice in writing to the other, effective as of the date of the mailing of the written notice, except that the rent shall be apportioned as of the date of the fire or other casualty.

## **XVII. REMEDIES**

In the event of the breach of either Lessor or Lessee of any of the agreements, conditions, covenants, or terms hereof, either Lessor or Lessee shall have the right of injunction to restrain the same, and the right to invoke any remedy allowed by law or in equity as if specific remedies, or reimbursements were not herein provided. Furthermore, the rights and remedies given Lessor and Lessee in this Lease are distinct, separate, and cumulative rights and remedies, and no one of them, whether or not exercised by either Lessor or Lessee, shall be deemed to be an exclusion of any of the others.

## **XVIII. DEFAULT**

Default hereunder by Lessee or Lessor shall be effective only after written notice of same has been provided to the party alleging such default. In case any installment of rent due hereunder shall not be paid when due and such default shall continue for a period of ten (10) days after written demand for such rent has been made by Lessor to Lessee, then Lessor shall have the right, at Lessor's option to terminate this Lease by written notice to Lessee. If either party hereto shall fail to perform any other material obligation of such party herein set forth and such failure continues for a period of more than thirty (30) days after written notice and demand for the performance of such obligations to the other party, the party not in default shall have the right, at such party's option, to terminate this Lease by written notice to the party in default. In the event Lessee shall be in default and Lessor should elect to terminate this Lease in accordance with the terms herewith, Lessor may immediately or at any time after such termination re-enter said premises and remove all persons therefrom.

## **XIX. WAIVER OF BREACH**

Failure of either Lessor or Lessee to declare any default immediately on the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but either Lessor or Lessee shall have the right to declare any such default at any time and take such action as might be authorized hereunder or lawful, either at law or in equity.

## **XX. ATTORNEY'S FEES**

In the event that either Lessor or Lessee makes default in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease and either Lessor or Lessee places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due, or recovery of the possession of the Leased Premises in the hands of an attorney or files suit upon the same, the party in default agrees to pay to the party not in default reasonable attorney's fees for the services of such attorney, and all costs and expenses incurred by such attorney incurred in connection therewith.

## **XXI. CREATION OF LIENS BY LESSEE**

Lessee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the present or other estate of the Leased Premises, or upon any

of the buildings or improvements thereon, except as may be herein expressly provided. Should any such lien be created or filed, Lessee, at Lessee's cost and expense, shall liquidate and discharge the same in full, and should Lessee fail to discharge the same, such failure shall constitute a failure of Lessee's covenants herein.

## **XXII. SIGNS**

Lessee shall have the right to place one or more signs in or on the Leased Premises or building to indicate the Leased Premises as the location of Lessee's operations. Such signs and the location thereof must be approved by Lessor prior to the installation of same and Lessor agrees that he will not withhold such approval unreasonably. Additionally, all such signs shall comply with local sign regulations.

## **XXIII. RIGHT OF FIRST REFUSAL TO PURCHASE**

In the event Lessor receives from a third party, at any time during the term of this Lease, a bona fide offer to purchase all or any portion of the Leased Premises or the entire building and premises owned by Lessor of which the Leased Premises comprise a part, and Lessor decides to sell such premises for the amount as specified, Lessor shall promptly give written notice to Lessee of the terms of the offer and Lessor's willingness to sell for the price offered. Upon receipt of such notice, Lessee shall have the option and privilege of purchasing the Leased Premises at the stated price and terms and must notify Lessor in writing within forty-five (45) days after the date Lessee receives notice from Lessor whether it will purchase the Leased Premises for the amount and on the terms specified in the offer. In the event Lessee elects not to purchase the Leased Premises within the specified forty-five (45) day period at the price specified by the third party's offer, Lessor may thereafter sell the premises to the party making the offer, subject to Lessee's continuation of a leasehold estate granted by this Lease. If for any reason the Leased Premises, or any portion thereof, are not sold to such party, notice of any subsequent bona fide offer(s) acceptable to Lessor must be given to Lessee upon the same terms and conditions for acceptance or refusal as above provided.

## **XXIV. TERMINATION**

Either party may terminate this Agreement at any time upon providing the nonterminating party with at least one hundred eighty (180) days notice of the termination date prior to such date.

## **XXV. NOTICE**

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

**LESSEE:**  
CITY OF KERRVILLE  
Attn: City Manager  
701 Main Street  
Kerrville, Texas 78028  
  
(830) 257-8000  
[Todd.parton@kerrvilletx.gov](mailto:Todd.parton@kerrvilletx.gov)

**LESSOR:**  
Moshe Draznin  
DBA MDR PROPERTIES  
GENERAL PARTNERSHIP  
3357 Junction Highway  
Ingram, TX 78025-3267  
(210) 367-4646  
[advanc1@ktc.com](mailto:advanc1@ktc.com)

**XXVI. PLACE OF PERFORMANCE**

The terms of this Lease are performable and shall be performed in Kerr County, Texas.

**XXVII. NON-APPROPRIATION OF FUNDS**

Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for the Lessee's payment of rent due under this Lease, Lessee will immediately notify Lessor or its assigned in writing of such occurrence and this Lease shall terminate on the last day of the fiscal period (September 30) for which appropriations have been received or made without penalty or expense to Lessee, except as to (1) the portions of rental payments herein agreed upon for which funds shall have been appropriated and budgeted and (2) Lessee's other obligations and liabilities under this Lease relating to, or accruing or arising prior to, such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Leased Premises to Lessor or its assignee on the date of such termination in the manner set forth in Section V. hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Leased Premises. Notwithstanding the foregoing, Lessee agrees that it will not cancel this Lease and this Lease shall not terminate under the provisions of this Section if any funds are appropriated to it, or by it, for the lease of the Leased Premises for the administration and operation of the City of Kerrville Fire Administrative and EMS offices for the fiscal period in which such termination would have otherwise occurred. This Section will not be construed so as to permit Lessee to terminate this Lease in order to purchase, lease, rent, or otherwise acquire the use of any other Leased Premises for the administration and operation of the City of Kerrville Fire Administrative and EMS offices.

**XXVIII. GENERAL**

This Lease may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**(signatures begin on following page)**

LESSOR:

MDR PROPERTIES

\_\_\_\_\_  
Moshe Draznin

\_\_\_\_\_  
Lin Draznin

LESSEE:

CITY OF KERRVILLE

\_\_\_\_\_  
Todd Parton  
City Manager

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael C. Hayes  
City Attorney

# EXHIBIT A

City of Kerrville  
Fire Admin lease

Previous rate was \$3,200	3% for 2014 and 2% beginning 2019	Annual Cost (monthly)	# Sq Ft	Price Per Sq Foot		Sq Foot per Month
				Per Year	Per Year	
2014	3,296.00	39,552.00	5,115	\$ 7.73	\$ 7.73	0.64
2015	3,296.00	39,552.00	5,115	\$ 7.73	\$ 7.73	0.64
2016	3,296.00	39,552.00	5,115	\$ 7.73	\$ 7.73	0.64
2017	3,296.00	39,552.00	5,115	\$ 7.73	\$ 7.73	0.64
2018	3,296.00	39,552.00	5,115	\$ 7.73	\$ 7.73	0.64
2019	3,361.92	40,343.04	5,115	\$ 7.89	\$ 7.89	0.66
2020	3,429.16	41,149.92	5,115	\$ 8.04	\$ 8.04	0.67
2021	3,497.74	41,972.88	5,115	\$ 8.21	\$ 8.21	0.68
2022	3,567.70	42,812.40	5,115	\$ 8.37	\$ 8.37	0.70
2023	3,639.05	43,668.60	5,115	\$ 8.54	\$ 8.54	0.71
2024	3,711.83	44,541.96	5,115	\$ 8.71	\$ 8.71	0.73
<b>Total</b>		<b>452,248.80</b>				

## **Agenda Item:**

3G. Professional agreement for tennis professional by and between the City of Kerrville, Texas, and Jess Asper. (staff

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

**SUBJECT:** Authorization for City Manager to renew the Tennis Professional Contract between the City of Kerrville and Jess Asper for 2015.

**FOR AGENDA OF:** February 10, 2015 **DATE SUBMITTED:** February 5, 2015

**SUBMITTED BY:** Scott McDonough      **CLEARANCES:** Todd Parton, City Manager,  
Director of Golf                              Mike Hayes, City Attorney, Kristine Ondrias,  
Deputy City Manager

**EXHIBITS:** 2015 Tennis Professional Contract

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

The Extension of Terms of this contract states that City and the Tennis Professional agree to commence good faith negotiations regarding the extension of this Agreement for an additional term not later than October 1, 2015. The following changes to the contract for 2015 are submitted:

1. City of Kerrville will no longer be responsible for the water & mowing maintenance of the defined tennis grounds. Asper will assume responsibilities.
2. City of Kerrville will no longer be responsible for the janitorial services 6 days per week. Asper will assume responsibilities.
3. Asper will receive all revenues related to lessons & pro shop revenues. Asper paid 10% in the previous agreement.
4. Asper collects 100% of court fees. Previous agreement was 50% split going to Asper & 50% to the City of Kerrville.
5. City of Kerrville will no longer pay a monthly management fee to Asper that totals \$15,000 per year.

Attached is the contract for services negotiated with Jess Asper based on the above guidelines.

**RECOMMENDED ACTION**

The Director of Golf & Tennis recommends the City Council approve authorization for the City Manager to enter into a Tennis Professional Contract with Jess Asper.

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

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

1. **Appointment as Tennis Professional:** During the term of this Agreement, Asper agrees to provide personal and professional services to City as a tennis professional and with respect to other services specified below while in charge of the day-to-day operations of the H.E. BUTT MUNICIPAL TENNIS CENTER (“Tennis Center”) in Kerrville, Texas, which is owned by City. In performing under this Agreement, Asper shall provide the following services and perform the following duties and obligations in a professional and workmanlike manner:
  - a. Asper shall at all times during the term of this Agreement and at his own expense be and remain a member in good standing of the United States Professional Tennis Association, or successor organization. In addition, Asper shall obtain and/or maintain, in his name and at his expense, any other licenses and certifications required in order for Asper to provide the services described herein;
  - b. Asper shall, at his own expense, maintain a fully stocked pro shop to include but not limited to men’s, ladies’, and children’s goods and services along with equipment. The pro shop must be open for the taking of court reservations and the sale of sports merchandise, non-alcoholic beverages, and ice as determined by Asper. Should Asper decide to sell food, it must comply with all applicable food service regulations, including the City’s;
  - c. Asper shall at all times keep clean and maintain the courts, pro shop, and grounds immediately adjacent thereto, including providing the following:
    - (1) tents for tournaments;
    - (2) on-court water supply;
    - (3) on-court trash removal;
    - (4) water removal equipment;
    - (5) watering and maintenance of lawns and landscaping, within the area more specifically described and depicted in **Exhibit A**, at least once per week during the growing season and unless rainfall occurs, all of which must be conducted in accordance with the City’s Water Management Plan (Ch., 110, Art. III, City Code) and applicable water conservation stage;
    - (6) janitorial services, including trash removal, for the pavilion, pro shop, and restrooms; and

- (7) cleaning sidewalks and court aprons after lawn mowing.
- d. Asper is not responsible for the following:
  - (1) payment for monthly utilities, but limited to electricity, water, trash collection, and basic telephone service, and not including cable/satellite television or internet;
  - (2) repairs of fences, gates, and bleacher seats;
  - (3) net replacement;
  - (4) repairs or replacements of windscreens;
  - (4) building maintenance, including plumbing, mechanical (HVAC), and electrical systems;
  - (5) signage; and
  - (6) capital improvements, as that term is defined and used by the City.
- e. Asper may employ, at his sole cost, additional staff necessary to sufficiently perform his obligations pursuant to this Agreement. Prior to any such employment, Asper shall provide notice to City of the prospective employee's name and identifying information so that City may perform, or have performed, a background investigation. Asper shall have each prospective employee complete a form provided by City which will require the prospective employee to provide certain information and agree to the terms of this Agreement, a copy of which form is attached hereto as **Exhibit B**.
- f. Asper may, at his sole option and cost, provide such security measures as Asper deems necessary to protect the contents of the pro shop, including, but not limited to, the installation and maintenance of a burglar alarm system. Prior to any installation and use, Asper shall submit information concerning such system to the City for its review and written approval and shall thereafter inform and update the City regarding the assignment and use of all security access codes.

**2. Revenues, Sales, and Use Tax Return:**

- a. Asper shall receive all gross revenues pursuant to his operation of the Tennis Center and related to the services provided.
- b. Asper shall collect and remit all applicable state and local sales taxes it collects to the State of Texas. Asper shall thereafter send a copy of the sale and use tax return that it submits to the state within ten (10) days of its submission.

- c. Asper shall provide quarterly written reports to the City for player counts (*i.e.*, traffic summary) that includes daily play, member play, junior play, tournament play, number of lessons and/or clinics, and the number of participants in both. The reports shall be broken down by day, week, month, and year. Reports are due within ten (10) days of the end of each calendar quarter (last day of March, June, September, December) to the City's Director of Golf and Tennis.
  - d. Asper shall charge fees with respect to the public's use of the Tennis Center in accordance with the City's Fee Schedule, as adopted from time to time. Where such fees change, the City will provide Asper with a written copy.
3. **Term:** This Agreement shall be for a term commencing on January 1, 2015, and ending December 31, 2015, unless terminated earlier as provided herein. In addition, this Agreement is subject to an extension of the term in accordance with Section 12, below.
4. **INDEMNITY: ASPER, AND HIS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS, IF ANY, AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR OMISSION OF ASPER OR ANY OF HIS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH ASPER'S SERVICES OR OPERATIONS PURSUANT TO THIS AGREEMENT.**

5. **Insurance:**

- a. Asper shall carry Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence of \$1,000,000 combined single limit. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the City. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Asper shall maintain coverage for the duration of this Agreement.
- b. If insurance policies are not written for amounts specified in Subsection a., above, Asper shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

- c. Asper shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.
  - d. Asper shall provide that all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.
  - e. Asper shall not commence work under this Agreement until he has obtained all required insurance and until such insurance has been reviewed by the City.
  - f. Asper shall produce an endorsement to each affected policy that contains the following:
    - (1) That names City as additional insured with right of subrogation against City waived;
    - (2) That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.
  - g. Asper shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.
  - h. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change.
6. **Independent Contractor:** Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership or other arrangement or relationship between City and Asper and any of his assistants, employees, or agents. Asper and his assistants, employees, or agents shall at all times be an independent contractor and shall maintain full control over the means of conducting the business operations permitted hereby, provided such means are consistent with the provisions of this Agreement. Neither Asper nor any of Asper's assistants, employees, or agents shall have the right to obligate the City in any manner whatsoever. At no time shall Asper or any of Asper's assistants, employees, or agents be entitled to any benefits provided or available to City's employees.
7. **Rules, Regulations, and Fees:** City retains the right to establish the rules and regulations for the use and operation of the Tennis Center, including, but not limited to, the establishment of court rental fees. Asper may determine the hours of operation, subject to written approval by the City Manager. Asper shall ensure that two courts remain open

for public play at all times during tournaments unless otherwise permitted in writing by City.

8. **Financial Records**: Asper shall maintain at the Tennis Center accurate financial records of the revenues and expenses related to the operation of the Tennis Center. City shall have the right to inspect and copy all such financial records during reasonable business hours, with or without notice.
9. **No Assignment**: This Agreement is for unique personal services which may not be assigned by Asper, in whole or in part, with any attempt at such assignment being void.
10. **Extension of Term**: City and Asper may agree to extend this Agreement; however, this provision does not constitute a guarantee that an extension of this Agreement will in fact be executed and any such extension is subject to current funding being approved by the City Council for the fiscal year commencing October 1, 2015, and all fiscal years thereafter.
11. **Early Termination**: City or Asper may, at each's sole option, terminate this Agreement at any time upon thirty (30) days written notice to the terminating party.
12. **Non-Appropriation of Funds**: In the event the City Council fails to appropriate for any of its fiscal years during the term of this Agreement, or extension thereof, current funds to pay the obligations of the City under this Agreement, this Agreement shall terminate at midnight on September 30 of the fiscal year prior to the fiscal year for which funds are not appropriated. City agrees to use reasonable efforts to inform Asper not later than July 15 of each calendar year of this Agreement if City anticipates that funds for this Agreement will not be appropriated.
13. **Interruption of Business**: City shall not be liable or responsible to Asper in any manner for any interruption, or adverse impact on, Asper's business as a result of casualty, flooding, acts of God, utility failures, or any other occurrence. City agrees to exercise reasonable efforts to restore access to and the use of the Tennis Center, but City shall not be responsible for failure to restore access or use within any particular period of time.
14. **Breach of Agreement**: In the event of default by Asper in the performance of his obligations hereunder, and Asper's failure to cure such default within fifteen (15) days after receipt of written notice from City, City, at his option and without prejudice to any other remedy, may immediately terminate this Agreement.
15. **Entire Agreement**: This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter. This Agreement may not be amended, discharged, or extended, except by written instrument executed by the Parties.

16. **Choice of Law; Venue:** This Agreement shall be governed by the laws of the State of Texas and shall be performed entirely within Kerr County, Texas.

SIGNED AND AGREED on the dates indicated below.

CITY OF KERRVILLE, TEXAS

JESS ASPER

\_\_\_\_\_  
Todd Parton, City Manager

\_\_\_\_\_  
Jess Asper

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

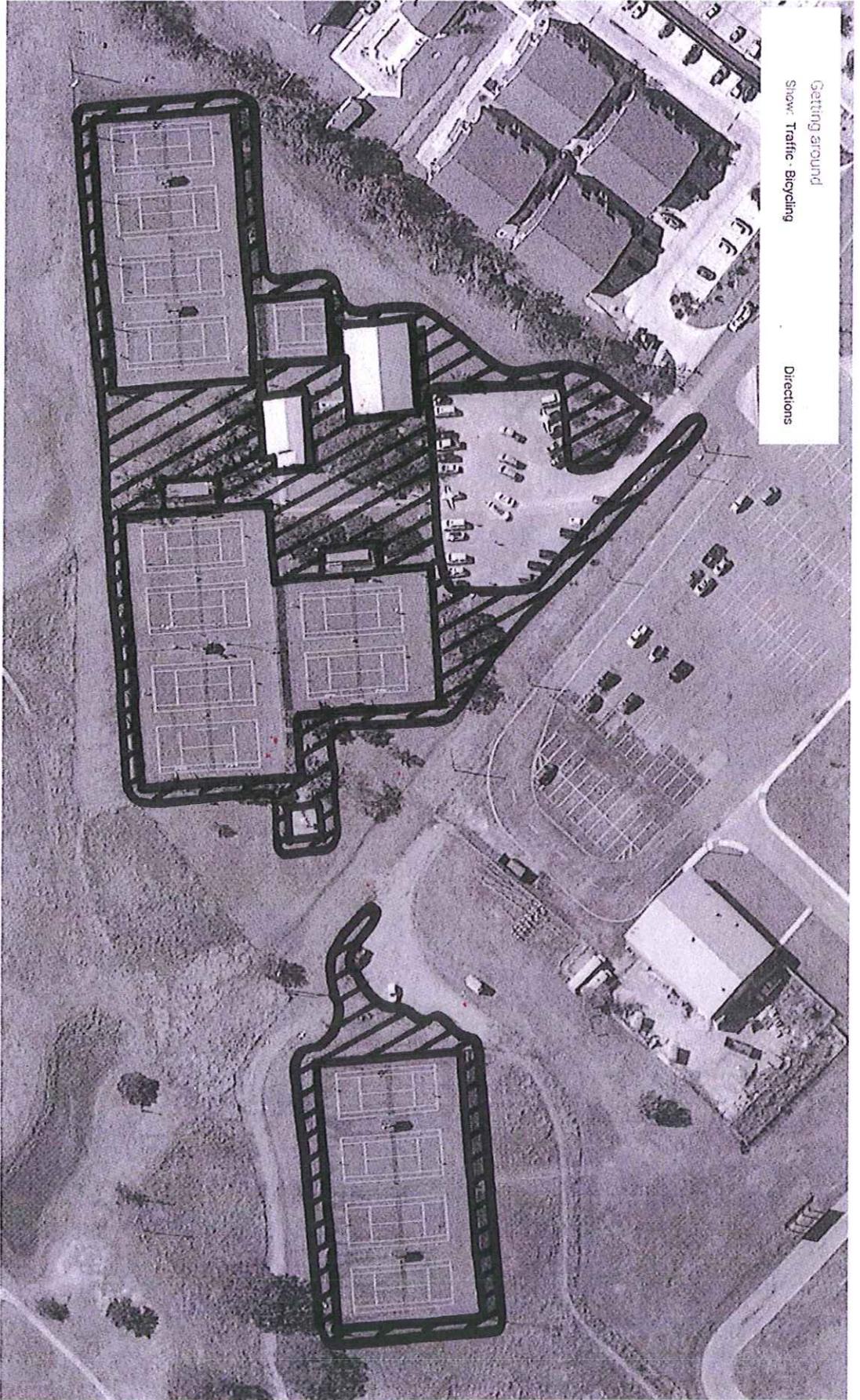
ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

 grounds maintenance responsibility



Getting around  
Show Traffic Bicycling  
Directions

## Volunteer Background Consent Authorization

1. In connection with my application to volunteer, I understand that a consumer report or an investigative consumer report will be requested. I understand that as directed by City of Kerrville policy and consistent with the job described, you may be requesting information from public and private sources about my: workers' compensation injuries, driving record, court records, education, credential, credit, and references.
2. Medical and workers' compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws. According to the Fair Credit Reporting Act, I am entitled to know if my request to be a volunteer is denied because of information obtained from a consumer reporting agency. If so, I will be notified and given the name and address of the agency or the source which provided the information.
3. I acknowledge that a fax or photographic copy shall be as valid as the original. This release is valid for most federal, state, and county agencies.
4. I hereby authorize, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference or insurance company contacted by the City of Kerrville or its agent, to furnish the information described above.

<b>Employee Information</b> <i>(please print clearly and complete all required information)</i>			
Legal Last Name	Legal First Name	Social Security Number	Date of Birth
Maiden or Other Names Used		Driver's License Number/State	CDL? <input type="checkbox"/> Yes <input type="checkbox"/> No
Current Home Address		Name as it Appears on License	
City	State	Zip	County
<b>Other cities and states lived in during the past seven (7) years:</b>			
City	State	County	When?
City	State	County	When?
City	State	County	When?
City	State	County	When?
City	State	County	When?
City	State	County	When?

The above information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. Information obtained via your application and any other information that you submit as part of the process will also be utilized. It is confidential and will not be used for any other purposes other than to potentially engage me as a volunteer.

I hereby release the City of Kerrville, its agents and all persons, agencies, and entities providing information or reports about me from any and all liability arising out of the requests for or release of any of the above mentioned information or reports.

<b>Volunteer Signature</b>	<b>Date Signed</b>
----------------------------	--------------------

## **Agenda Item:**

4A. Ordinance No. 01-2015 annexing approximately 23.38 acres out of the F. Rodriguez Survey No. 72, Abstract No. 280; said tract being located adjacent to the corporate limits of the City of Kerrville, Texas, and consisting as a portion of the property located at 5235 Highway 27 East; describing the territory to be annexed; adopting a service plan for the territory annexed; establishing the zoning for the area annexed and an adjacent tract which consists of approximately 6.385 acres, all of which property makes up approximately 29.765 acres, to be contained with a Planned Development District for manufacturing

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

---

**SUBJECT:** Ordinance annexing an approximately 23.38 acre tract of land out of the F. Rodriguez Survey No. 72, Abstract No. 280, Kerr County, Texas; said property being located adjacent to the corporate limits of the City of Kerrville, Texas, and consisting of the property addressed as 5235 State Highway 27 East; further describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. Applicant: AP29, LLC (File No.2014-044)

**FOR AGENDA OF:** February 10, 2015    **DATE SUBMITTED:** February 2, 2015

**SUBMITTED BY:** Chris Stewart                      **CLEARANCES:** Dieter Werner

**EXHIBITS:**

- Ordinance
- Resolution 38-2014
- Petition for Annexation
- Exhibit A – Metes & Bounds Description and Survey
- Exhibit B – Location Map
- Exhibit C – Annexation Service Plan

**AGENDA MAILED TO:** Harvey Brinkmann C/O Lee Voelkel  
212 Clay Street  
Kerrville, Texas 75201

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

---

<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
\$ NA	\$ NA	\$ NA	NA

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

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**SUMMARY STATEMENT**

The applicant is seeking annexation in order to connect to the City of Kerrville's utility systems for water and sanitary sewer and receive other city services. The subject property is a currently undeveloped and consists of 23.38 acres located at 5235 State Highway 27. The site is across the highway from the airport and is bounded on the other side by the Guadalupe River. The Future Land Use plan shows the area as "Industrial". The Planning and Zoning Commission has recommended approval of the PDD zoning concept, as submitted under File No. 2014-47.

Public hearings were held on January 13<sup>th</sup> and January 27<sup>th</sup>. The current item is first reading of the ordinance to annex the subject property and set the initial zoning. Second

reading of the ordinance is scheduled for February 24<sup>th</sup>.

**RECOMMENDED ACTION**

Staff recommends approval of Ordinance.

CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 38-2014

**A RESOLUTION GRANTING A PETITION REQUESTING THE ANNEXATION OF AN APPROXIMATE 23.38 ACRE TRACT OUT OF THE F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280, WITHIN KERR COUNTY, TEXAS, AND CONSISTING OF THE PROPERTY ADDRESSED AS 5235 STATE HIGHWAY 27; AND ORDERING THE PREPARATION OF AN ANNEXATION ORDINANCE**

WHEREAS, on November 3, 2014, the owner of an approximate 23.38 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and more commonly known as 5235 State Highway 27, filed a petition with the City and requested annexation of this property; and

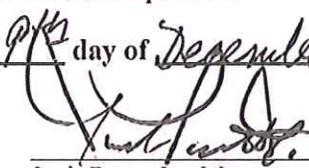
WHEREAS, having considered the petition and hearing the recommendation from City staff, City Council finds it to be in the public interest to grant said petition and to initiate the annexation process, which includes the preparation of an ordinance annexing the subject property;

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

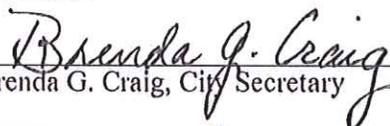
**SECTION ONE.** The petition requesting annexation of an approximate 23.38 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, consisting of the property addressed as 5235 State Highway 27, and more fully described in said petition, a copy of which is attached as Exhibit A, is granted.

**SECTION TWO.** City staff is directed to initiate the annexation process under the authority of the City's Charter and Section 43.021 of the Texas Local Government Code and to prepare an ordinance annexing the subject property described in the above-referenced petition.

PASSED AND APPROVED ON this the 9<sup>th</sup> day of December, A.D., 2014.

  
\_\_\_\_\_  
Jack Pratt, Jr., Mayor

ATTEST:

  
\_\_\_\_\_  
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE F. Rodriguez Survey, Abstract Number 280, KERR COUNTY TEXAS

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF KERRVILLE, TEXAS:

AP 29, LLC is the sole owner of an approximately 23.38 acre tract of land located adjacent to the incorporated limits of the City of Kerrville which is out of the Survey No. 72 Abstract No. 280 Kerr County, Texas, and is more particularly described as follows:

SEE EXHIBIT "A". (Paste in legal description here & provide two copies of the survey with the legal description to Development Services Department)

The above-described property is (a) one-half mile or less in width, (b) contiguous to the incorporated limits of the City of Kerrville, Texas, and (c) presently vacant and without residents or on which fewer than three qualified voters reside.

In accordance with Texas Local Government Code §43.028, AP 29, LLC hereby respectfully requests and petitions that the above-described property be annexed into the incorporated limits of the City of Kerrville, Texas. SUBMITTED THIS 3rd day of November, 2014

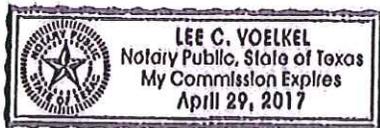
By: [Signature]  
Legally authorized signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF KERR               §

This instrument was acknowledged before me on the 3rd day of November, 2014 by Harvey Brinkman for and on behalf of AP 29, LLC.

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: Lee C. Voelkel  
My Commission Expires: April 29, 2017



**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 01-2015**

**AN ORDINANCE ANNEXING APPROXIMATELY 23.38 ACRES OUT OF THE F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO 280; SAID TRACT BEING LOCATED ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, AND CONSISTING AS A PORTION OF THE PROPERTY LOCATED AT 5235 HIGHWAY 27 EAST; DESCRIBING THE TERRITORY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; ESTABLISHING THE ZONING FOR THE AREA ANNEXED AND AN ADJACENT TRACT WHICH CONSISTS OF APPROXIMATELY 6.385 ACRES, ALL OF WHICH PROPERTY MAKES UP APPROXIMATELY 29.765 ACRES, TO BE CONTAINED WITHIN A PLANNED DEVELOPMENT DISTRICT FOR MANUFACTURING AND INDUSTRIAL USES; AND ADOPTING A CONCEPT PLAN FOR THE PROPERTY**

**WHEREAS**, pursuant to Texas Local Government Code Section 43.052(h)(2), the owner of the property described in Section One, below, previously petitioned the City to annex the property into the corporate limits of the City of Kerrville, Texas; and

**WHEREAS**, having provided all required public notices, held all required public hearings at which persons with an interest in the matter were provided an opportunity to be heard, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to approve an ordinance annexing the subject property and an adjacent tract, adopt a service plan as required by state law, and establish zoning regulations for the property;

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

**SECTION ONE.** The property described in **Exhibit A** and depicted in **Exhibit B** (“Annexed Property”) is hereby annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

**SECTION TWO.** The service plan regarding the provision of public services set forth in **Exhibit C** is adopted for the Annexed Property as required by Texas Local Government Code §43.056.

**SECTION THREE.** Upon the adoption of this Ordinance, the Annexed Property, as well as an adjacent 6.385 acre tract, more or less, both of which are as described and depicted in **Exhibit D** and which together, make up approximately 29.785 acres (“Zoned Property”), shall be placed in a newly created “Planned Development

District which will allow the Zoned Property to be used in ways consistent with the following land uses as these terms are defined by Article 11-I-3 of the Zoning Code:

- a. Manufacturing Custom; and
- b. Manufacturing and Industrial, Limited.

**SECTION FOUR.** The Concept Plan, attached as **Exhibit E**, is approved and adopted and will apply to the development and use of the Zoned Property.

**SECTION FIVE.** The provisions of this Ordinance are to be cumulative of all 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 SIX.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, 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 SEVEN.** The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-9 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

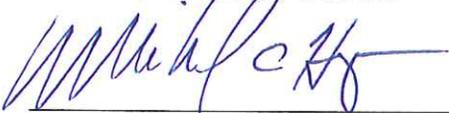
**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2015.**

**PASSED AND APPROVED ON SECOND READING, this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2015.**

*(signatures begin on following page)*

\_\_\_\_\_  
Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

\_\_\_\_\_  
Brenda C. Craig, City Secretary

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 23.38 ACRES OF LAND OUT OF  
THE AP 29, LLC LAND ALONG STATE HIGHWAY NO. 27 IN KERR  
COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 23.38 acres, more or less, out of F. Rodriguez Survey No. 72, Abstract No. 280 in Kerr County, Texas; part of a certain 29.15 acre tract conveyed from Amegy Bank National Association to AP 29, LLC by a Special Warranty Deed executed the 29<sup>th</sup> day of March, 2013 and recorded in File No. 13-02298 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an unmarked point in a fence, the northwest line of said 29.15 acre tract for the north corner of the herein described tract; which point bears: 349.42 ft. S27°31'37"W from ½" iron stake found for the north corner of 29.15 acre tract; and approximately, 5285 ft. North and 1536 ft. West from the southeast corner of said Survey No. 72:

THENCE, upon, over and across said 29.15 acre tract S52°11'40"E, 982.25 ft. to an unmarked point in its east line for the east corner of the herein described tract;

THENCE, with the east line of said 29.15 acre tract: 74.50 ft. along the arc of a 23°45' curve to the right subtended by a 17°41'47" central angle and 241.21 ft. radius (long chord: S10°57'51"W, 74.21 ft.) to a ½" iron stake found at its end; S19°48'48"W, 295.07 ft. to a fence angle post; S20°19'58"W, 15.74 ft. to a fence angle post; S52°47'18"W, 795.55 ft. to a fence angle post; and S55°38'25"W, 209.17 ft. to a ½" iron stake found on the east bank of the Guadalupe River for the south corner of the herein described tract and 29.15 acre tract;

THENCE, along the east bank of the said Guadalupe River with the southwest line of the said 29.15 acre tract: N17°53'04"W, 86.02 ft. to an unmarked point; N17°20'46"W, 438.90 ft. to a ½" iron stake found at the base of a 34" diameter Cypress tree; N09°14'47"W, 204.76 ft. to a found ½" iron stake; and N08°58'14"W, 164.18 ft. to a ½" iron stake found for the west corner of the herein described tract and 29.15 acre tract;

THENCE, with the northwest line of said 29.15 tract N27°31'37"E., 790.95 ft. to the PLACE OF BEGINNING.

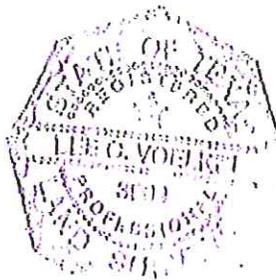
I hereby certify that this field notes description and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown.

(Bearing basis = True north based on GPS observations)

Dated this 3rd day of November, 2014



Lee C. Voelkel  
Registered Professional Land Surveyor No. 3909  
County Surveyor for Kerr County, Texas



FIELD NOTES DESCRIPTION FOR 23.38 ACRES OF LAND OUT OF  
THE AP 29, LLC LAND ALONG STATE HIGHWAY NO. 27 IN KERR  
COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 23.38 acres, more or less, out of F. Rodriguez Survey No. 72, Abstract No. 280 in Kerr County, Texas; part of a certain 29.15 acre tract conveyed from Amegy Bank National Association to AP 29, LLC by a Special Warranty Deed executed the 29<sup>th</sup> day of March, 2013 and recorded in File No. 13-02298 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an unmarked point in a fence, the northwest line of said 29.15 acre tract for the north corner of the herein described tract; which point bears; 349.42 ft. S27°31'37"W from 1/4" iron stake found for the north corner of 29.15 acre tract; and approximately, 5285 ft. North and 1336 ft. West from the southeast corner of said Survey No. 72:

THENCE, upon, over and across said 29.15 acre tract S52°11'40"E, 982.25 ft. to an unmarked point in its east line for the east corner of the herein described tract;

THENCE, with the east line of said 29.15 acre tract; 74.50 ft. along the arc of a 23°45' curve to the right subtended by a 17°41'47" central angle and 241.21 ft. radius (long chord: S10°57'51"W, 74.21 ft.) to a 1/4" iron stake found at its end; S19°48'48"W, 295.07 ft. to a fence angle post; S20°19'58"W, 15.74 ft. to a fence angle post; S52°47'18"W, 795.55 ft. to a fence angle post; and S55°38'25"W, 209.17 ft. to a 1/4" iron stake found on the east bank of the Guadalupe River for the south corner of the herein described tract and 29.15 acre tract;

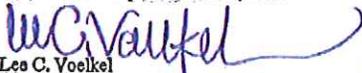
THENCE, along the east bank of the said Guadalupe River with the southwest line of the said 29.15 acre tract: N17°53'04"W, 86.02 ft. to an unmarked point; N17°20'46"W, 438.90 ft. to a 1/4" iron stake found at the base of a 34" diameter Cypress tree; N09°14'47"W, 204.76 ft. to a found 1/4" iron stake; and N08°58'14"W, 164.18 ft. to a 1/4" iron stake found for the west corner of the herein described tract and 29.15 acre tract;

THENCE, with the northwest line of said 29.15 tract N27°31'37"E, 790.95 ft. to the PLACE OF BEGINNING.

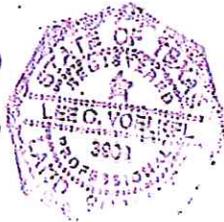
I hereby certify that this field notes description and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown.

(Bearing basis = True north based on GPS observations)

Dated this 3rd day of November, 2014



Lee C. Voelkel  
Registered Professional Land Surveyor No. 3909  
County Surveyor for Kerr County, Texas

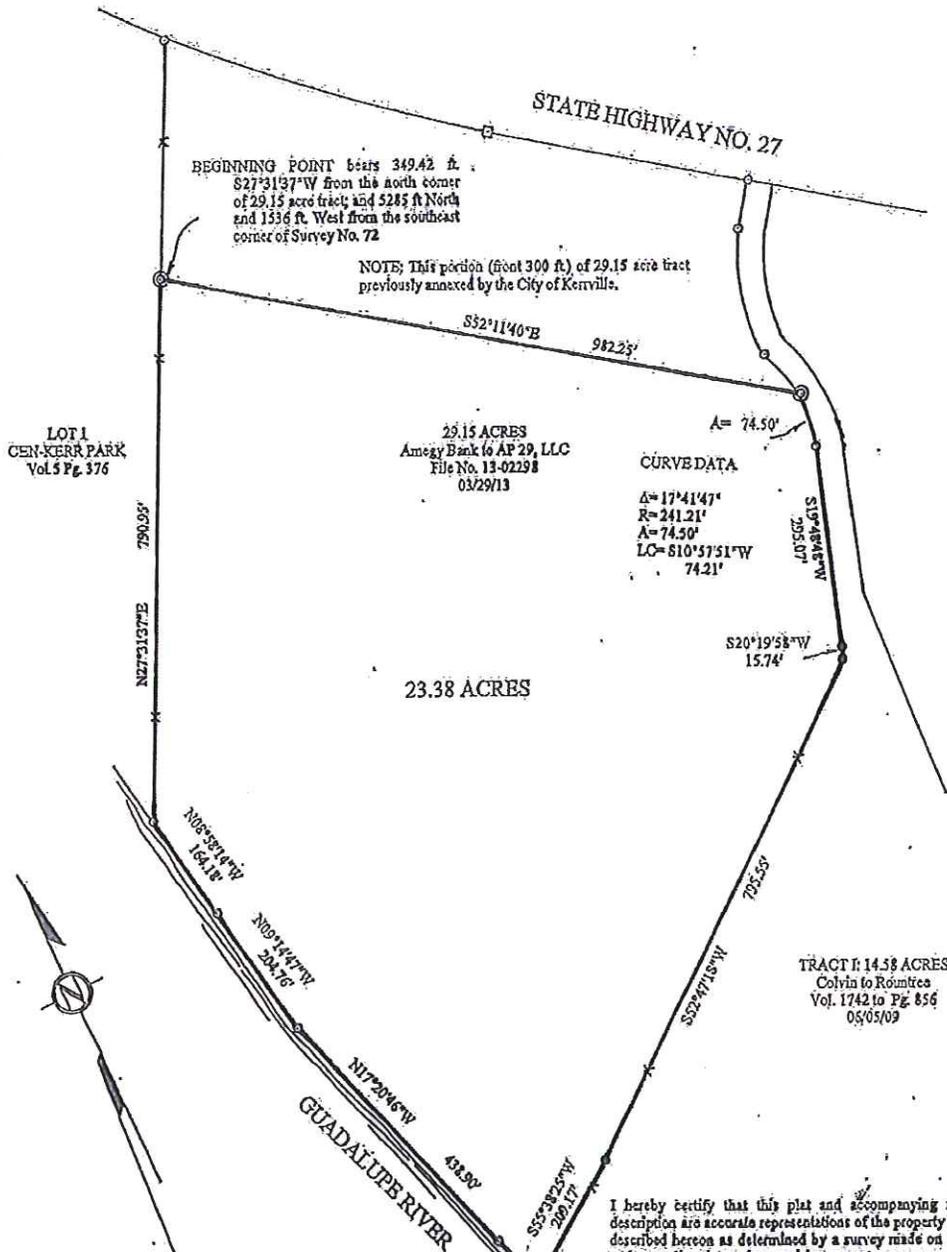


VOELKEL

LAND SURVEYING, PLLC • PHONE: 830-257-3313 • 212 CLAY STREET, KERRVILLE, TEXAS 78028

EXHIBIT B

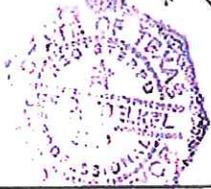
SURVEY PLAT FOR 23.38 ACRES OF LAND, MORE OR LESS, OUT OF F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280 IN KERR COUNTY, TEXAS; PART OF A CERTAIN 29.15 ACRE TRACT CONVEYED FROM AMEGY BANK NATIONAL ASSOCIATION TO AP 29, LLC BY A SPECIAL WARRANTY DEED EXECUTED THE 29<sup>TH</sup> DAY OF MARCH, 2013 AND RECORDED IN FILE NO. 13-02298 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS



SCALE: 1" = 200'

LEGEND

- found 3/4" iron stake
- fencepost
- ⊙ unmarked point
- fence



I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown.  
(Bearing basis = True north based on GPS observations)

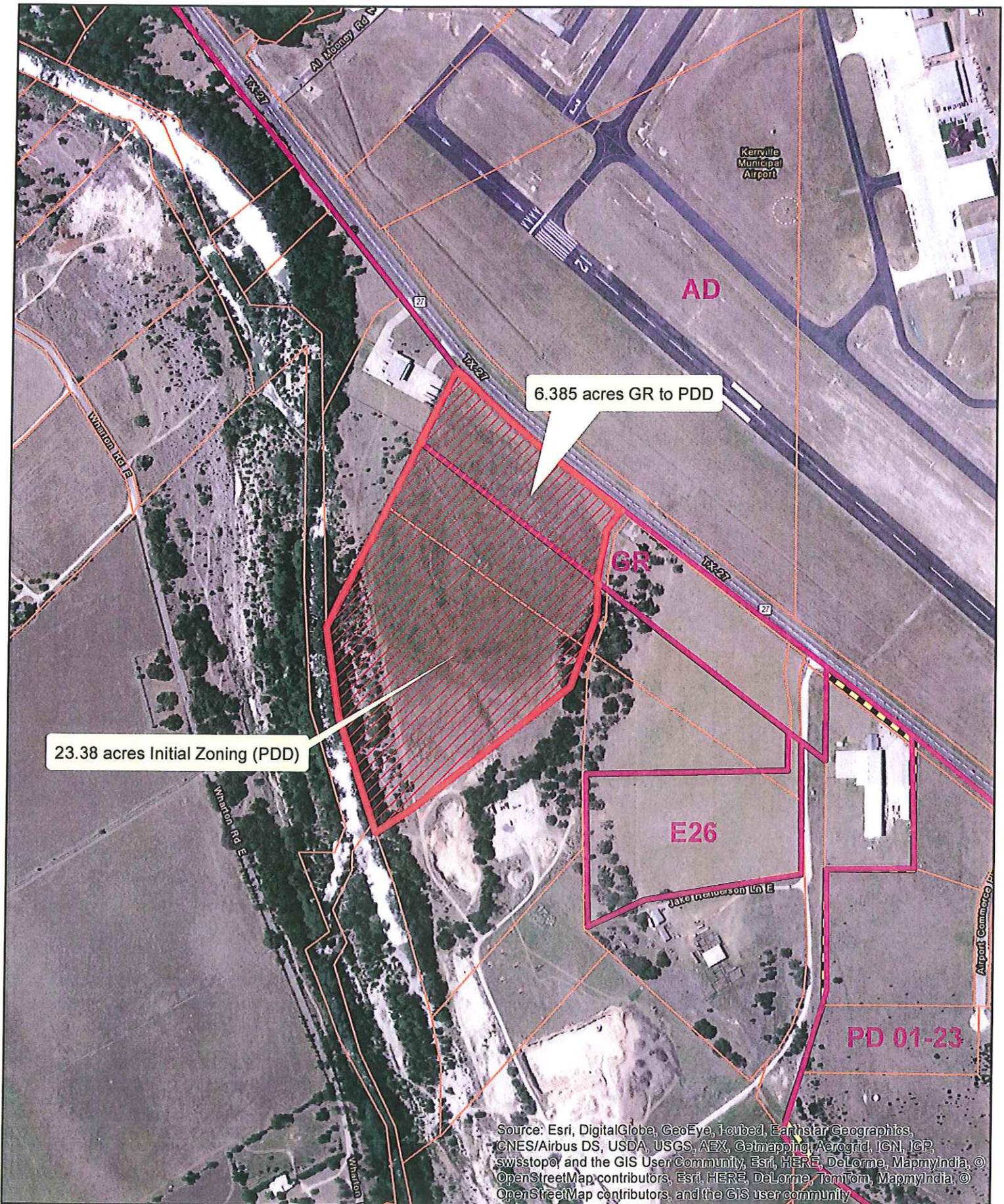
Dated this 3rd day of November, 2014

*Les C. Voelkel*  
Les C. Voelkel  
Registered Professional Land Surveyor No. 3909  
County Surveyor for Kerr County, Texas

**EXHIBIT C****ANNEXATION SERVICE PLAN**

<b>SERVICE</b>	<b>DETAILS OF SERVICE PROVIDED</b>	<b>TIMETABLE</b>
<b>Animal Control</b>	The provisions of animal control services shall be in effect following annexation of the property.	Immediately following annexation
<b>Code Enforcement</b>	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation
<b>Fire Protection and Suppression</b>	Fire protection and suppression personnel and equipment from the Kerrville Fire Department will be provided to the area as needed.	Immediately following annexation
<b>Fire Prevention</b>	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
<b>Library</b>	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
<b>Parks and Recreation</b>	City of Kerrville Parks and Recreation services will continue to be available to the area residents, if any.	Immediately following annexation
<b>Police Protection</b>	Police protection personnel and equipment shall be provided to the area immediately upon annexation. Police enforcement and protection services shall be provided through regular patrol activities.	Immediately following annexation

<b>SERVICE</b>	<b>DETAILS OF SERVICE PROVIDED</b>	<b>TIMETABLE</b>
<b>Public Services - Street Department</b>	Public streets not maintained by the Texas Department of Transportation within the area shall be maintained by the City of Kerrville.	Immediately following annexation
<b>Sanitation (Refuse Collection)</b>	Refuse collection shall be available to residents of the annexed area at the same costs and procedures as required of City residents and businesses.	Immediately following annexation
<b>Traffic Engineering</b>	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
<b>Utilities (Water Distribution and Wastewater Collection)</b>	Extension of utilities within the property shall be in accordance with the City of Kerrville's Subdivision Ordinance.	As the property develops



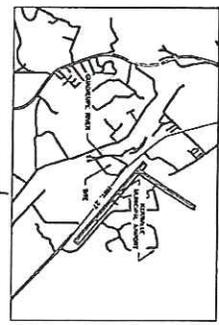
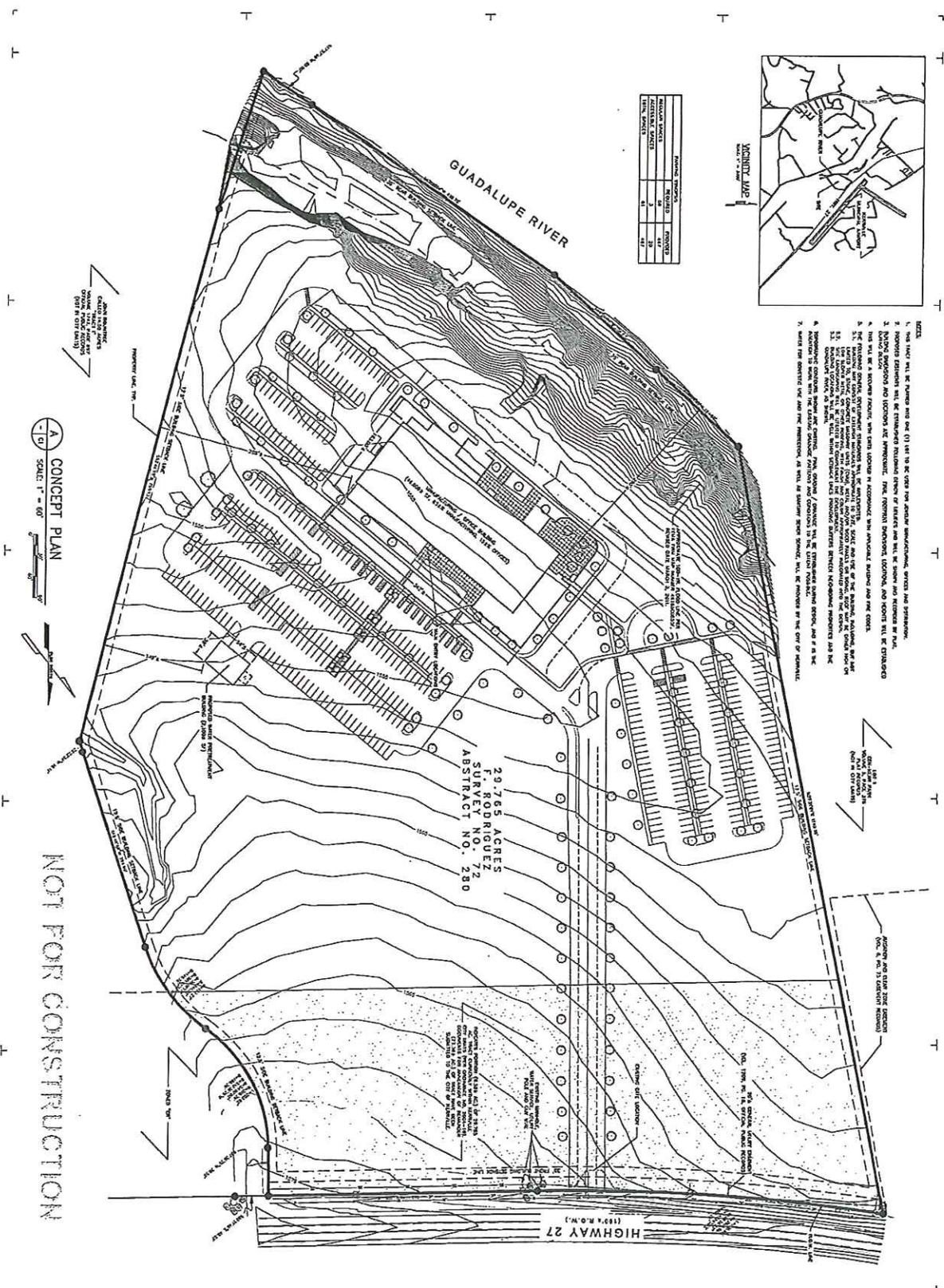
-  29\_ac\_PDD\_request
-  Zoning\_Districts
-  Tax Parcels
-  City Limits

# PDD Zoning Request

## Case #2014-047



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.



REVISION	DATE	BY	DESCRIPTION
1	11-10-2014	JAW	ISSUED FOR PERMIT
2	11-10-2014	JAW	ISSUED FOR PERMIT
3	11-10-2014	JAW	ISSUED FOR PERMIT
4	11-10-2014	JAW	ISSUED FOR PERMIT
5	11-10-2014	JAW	ISSUED FOR PERMIT

- NOTES:
1. THE SITE IS TO BE DEVELOPED AS A CRAFTSMAN CENTER FOR JEWELRY AND SILVERWARE.
  2. BUILDING FOOTPRINTS AND PARKING ARE TO BE DEVELOPED AS SHOWN ON THIS PLAN.
  3. THE SITE IS TO BE DEVELOPED AS A CRAFTSMAN CENTER FOR JEWELRY AND SILVERWARE.
  4. THE SITE IS TO BE DEVELOPED AS A CRAFTSMAN CENTER FOR JEWELRY AND SILVERWARE.
  5. THE SITE IS TO BE DEVELOPED AS A CRAFTSMAN CENTER FOR JEWELRY AND SILVERWARE.
  6. THE SITE IS TO BE DEVELOPED AS A CRAFTSMAN CENTER FOR JEWELRY AND SILVERWARE.
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  10. THE SITE IS TO BE DEVELOPED AS A CRAFTSMAN CENTER FOR JEWELRY AND SILVERWARE.

**CONCEPT PLAN**  
SCALE: 1" = 60'

**NOT FOR CONSTRUCTION**

29.765 ACRES  
F. RODRIGUEZ  
SURVEY NO. 720  
ABSTRACT NO. 2500

**Concept Plan**  
 SCALE: 1" = 60'  
 DATE: 11-10-2014

**Kerrville Craftsman Center**  
 for  
**James Avery Jewelry**  
 Highway 27, Kerrville, Texas 78028  
 COPYRIGHT NOTICE  
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Revisions:  
  
**AVANCELL**  
 ARCHITECTURE  
 1000 N. 14th Street, Suite 100  
 Kerrville, Texas 78028  
 Phone: (817) 888-1111  
 Fax: (817) 888-1114  
 www.avanceall.com

## **Agenda Item:**

4B. Ordinance No. 2015-02 amending the budget for fiscal year 2015 to account for various changes to the city's operational budget, which includes the receipt of grants and the closure of project accounts. (staff)



**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2015-02**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2015  
TO ACCOUNT FOR VARIOUS CHANGES TO THE CITY'S  
OPERATIONAL BUDGET, WHICH INCLUDES THE RECEIPT OF  
GRANTS AND THE CLOSURE OF PROJECT ACCOUNTS**

**WHEREAS**, Ordinance No. 2014-15, dated September 23, 2014, adopted the Fiscal Year 2015 Budget; and

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

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

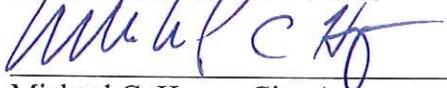
In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2014 is amended as set forth in **Attachment A**.

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.**

\_\_\_\_\_  
Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael C. Hayes, City Attorney

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

Attachment A - Budget Amendment - February 2015

Fund	Account Number	Description	Amount
General Fund	01-830-102	Received Grant #H3588 and TOB911 - revenue budgeted but off-set expense was not	11,321.00
General Fund	01-6502	Security cameras for parking garage, the plaza, and entrances at City Hall	47,969.00
General Fund	01-870-506	Security cameras for parking garage, the plaza, and entrances at City Hall	62,859.00
General Fund	01-803-001	Department re-organization	3,889.60
General Fund	01-803-005	Department re-organization	297.55
General Fund	01-803-006	Department re-organization	341.12
General Fund	01-804-001	Department re-organization	6,895.00
General Fund	01-804-005	Department re-organization	527.47
General Fund	01-804-006	Department re-organization	604.69
General Fund	01-870-410	Department re-organization	21,233.57
General Fund	01-6111	Actual levy lower than budgeted due to adjustments made by ARB after budget was adopted	(40,000.00)
General Fund	01-6113	Higher collections than anticipated	100,000.00
Grant Fund	85-6561-03	Grant awarded	386,000.00
Grant Fund	85-861-504-03	Purchase equipment with grant funds	385,194.82
History Center Fund	68-6901	Benefactor increased monthly contribution	16,800.00
History Center Fund	68-800-970	Funding for Project #H01	34,500.00
General CIP Fund	70-7068	Funding for Project #H01	34,500.00
Hotel/Motel Fund	20-800-470	Kerrville Festival of the Arts - 23,210.00/ Kerrville Triathlon Festival - \$25,000.00	48,210.00
Library Memorial Fund	15-6921	Record revenue received from Howard Estate	25,000.00
EIC CIP Project Fund	75-800-940	Close Project #E61	4,531.50
EIC Operating Fund	40-7075	Close Project #E61	4,531.50
EIC CIP Project Fund	75-800-940	Close Project #E99	1,943.99
EIC Operating Fund	40-7075	Close Project #E99	1,943.99
EIC Operating Fund	40-800-443	Adjust to actual annual expense	8,750.00
EIC Operating Fund	40-800-975-01	Adjustments due to re-designation of FY15 projects	610,000.00
EIC Operating Fund	40-800-975-02	Adjustments due to re-designation of FY15 projects	(600,000.00)
EIC CIP Project Fund	75-800-940	Return unspent funds for 2009-10 and 2010-11 Commercial improvements	180,000.00
EIC Operating Fund	40-7075	Return unspent funds for 2009-10 and 2010-11 Commercial improvements	180,000.00