AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, OCTOBER 26, 2010, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, OCTOBER 26, 2010, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Reverend Tom Preininger, New Hope Church.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Tivy Air Force Junior ROTC Cadet Lt. Colonel Marki Hoyne.

1. VISITOR/CITIZENS FORUM:

Any citizen with business not scheduled on the agenda may speak to the Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. 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. RESOLUTIONS OF COMMENDATION:

2A. Building Board of Adjustment and Appeals: Glinn White.

2B. Electrical Board of Adjustments and Appeals: John Flowers, Keith Harmon, and Robert Thomas.

2C. Mechanical Board of Adjustments and Appeals: Donald Kampfhenkel, and James Van Patten.

2D. Plumbing Board of Adjustments and Appeals: Don Nowlin, Steve Holloway, and Johnny Bryant.

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 council approve the following items which will grant the Mayor or City Manager the authority to execute all documents necessary for each transaction.

3A. Authorize the purchase of a Vac-Con hydraulic sewer cleaner/vacuum truck from Huston-Galveston Area Council Buy (HGAC Cooperative Purchasing), in the amount of $259,155.07. (Staff)

3B. Authorize the execution of a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and San Saba Cap Company in the amount of $10,000. (Staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 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: October 22, 2010 at 4:00 p.m. and remained posted continuously for at least 72 hours proceeding the scheduled time of the meeting.

Teri Kinsey
Deputy City Secretary, City of Kerrville, Texas

3C. Authorize the execution of a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and Hewitt Engineering, Inc. in the amount of $8,000. (Staff)

END OF CONSENT AGENDA

4. ORDINANCE , SECOND AND FINAL READING:

4A. An ordinance creating a "planned development district" for dwelling, multi-family (apartment) and professional office on an approximately 1.2 acre tract of land, being Lots 3 through 8, inclusive, Block 27 of the J.A. Tivy Addition, a subdivision within the City of Kerrville, Texas, and otherwise known as 1001 Jefferson Street; adopting a concept plan and conditions related to the development of said district; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed $2,000 for each day of violation of any provision hereof; ordering publication; and providing other matters relating to the subject. (Staff)

5. ORDINANCE , FIRST READING:

5A. An ordinance terminating the automatically repeating allowance of updated service credits and increased prior and current service annuities under the Texas Municipal Retirement System; and establishing an effective date for the ordinance. (Staff)

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Receive update from city staff and consider direction to staff regarding amendments to Chapter 118, Article II, City Water Impoundment Regulations of the Kerrville Code of Ordinances. (Staff)

6B. Update on zoning ordinance input committee's (ZOIC) recommendations regarding off-street parking standards and special development regulations. (Staff)

7. INFORMATION AND DISCUSSION:

7A. Library renovation update. (Staff)

7B. Update regarding Lower Colorado River Authority Transmission Services Corporation's (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354). (Staff)

7C. Update regarding planning and preparation for a 2011 July 4th celebration. (Staff)

7D. Kerrville budget/economic update. (Staff)

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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: October 22, 2010 at 4:00 p.m. and remained posted continuously for at least 72 hours proceeding the scheduled time of the meeting.

Teri Kinsey

Deputy City Secretary, City of Kerrville, Texas

8. ITEMS FOR FUTURE AGENDAS:

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

10. EXECUTIVE SESSION:

The city council reserves the right to adjourn into executive session at any time to discuss any of the matters listed as permitted by law 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 matter:

Section 551.072:

- Discuss the purchase, exchange, lease, sale, or value of real property for use as a city facility, the public discussion of which would not be in the best interests of the city's bargaining position with third parties.
- City of Kerrville, Texas vs. Edwin D. Higgins and Grace Higgins, No. 10838C, County Court of Law, Kerr County, Texas

11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

12. ADJOURNMENT

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.

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Teri Kinsey
Deputy City Secretary, City of Kerrville, Texas

Agenda Item:
(Staff)

2A. Building Board of Adjustment and Appeals: Glinn White.

CITY OF KERRVILLE

CITY SECRETARY
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, **GLINN WHITE** has served as a member of the Board of Adjustment and Appeals with the date of service beginning June 27, 2006; and

WHEREAS, **GLINN WHITE** has served faithfully and dutifully on said board;

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

That **GLINN WHITE** be recognized for outstanding service as a member of the Board of Adjustment and Appeals, and that on behalf of the citizens of Kerrville as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of October, 2010.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

David Wampler, Mayor

R. B. Motheral, Mayor Pro Tem

Stacie Keeble, Councilmember

T. Scott Gross, Councilmember

E.G. Allen, Councilmember

Agenda Item:
(Staff)

2B. Electrical Board of Adjustments and Appeals: John Flowers, Keith Harmon, and Robert Thomas.

CITY OF KERRVILLE

CITY SECRETARY
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, **JOHN FLOWERS** has served as a member of the Electrical Board of Adjustments and Appeals with the date of service beginning January 9, 2007; and

WHEREAS, **JOHN FLOWERS** has served faithfully and dutifully on said board;

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

That **JOHN FLOWERS** be recognized for outstanding service as a member of the Electrical Board of Adjustments and Appeals, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of October, 2010.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

David Wampler, Mayor

R.B. Motheral, Mayor Pro Tem

Stacie Keeble, Councilmember

T. Scott Gross, Councilmember

E. G. Allen, Councilmember

CITY OF KERRVILLE

CITY SECRETARY
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, **KEITH HARMON** has served as a member of the Electrical Board of Adjustments and Appeals with the date of service beginning September 14, 2004; and

WHEREAS, **KEITH HARMON** has served faithfully and dutifully on said board;

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

That **KEITH HARMON** be recognized for outstanding service as a member of the Electrical Board of Adjustments and Appeals, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of October, 2010.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

David Wampler, Mayor

R.B. Motheral, Mayor Pro Tem

Stacie Keeble, Councilmember

T. Scott Gross, Councilmember

E. G. Allen, Councilmember

CITY OF KERRVILLE

CITY SECRETARY
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, **ROBERT THOMAS** has served as a member of the Electrical Board of Adjustments and Appeals with the date of service beginning January 13, 2009; and

WHEREAS, **ROBERT THOMAS** has served faithfully and dutifully on said board;

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

That **ROBERT THOMAS** be recognized for outstanding service as a member of the Electrical Board of Adjustments and Appeals, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of October, 2010.

ATTEST:

Brenda G. Craig

Brenda G. Craig, City Secretary

David Wampler, Mayor

R.B. Motheral, Mayor Pro Tem

Stacie Keeble, Councilmember

T. Scott Gross, Councilmember

E. G. Allen, Councilmember

Agenda Item:
(Staff)

2C. Mechanical Board of Adjustments and Appeals: Donald Kampfhenkel, and James Van Patten.

CITY OF KERRVILLE

CITY CLERK
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, **DONALD KAMPFHENKEL** had served as a member of the Mechanical Board of Adjustments and Appeals with the date of service beginning September 13, 1994; and

WHEREAS, **DONALD KAMPFHENKEL** had served faithfully and dutifully on said board;

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

That **DONALD KAMPFHENKEL** be recognized for outstanding service as a member of the Mechanical Board of Adjustments and Appeals, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of October, 2010.

ATTEST:

Brenda G. Craig

Brenda G. Craig, City Secretary

David Wampler, Mayor

Bruce Motheral, Mayor Pro Tem

Stacie Keeble, Councilmember

T. Scott Gross, Councilmember

E.G. Allen, Councilmember

CITY OF KERRVILLE

CITY SECRETARY
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, **JAMES VAN PATTEN** had served as a member of the Mechanical Board of Adjustments and Appeals with the date of service beginning January 9, 2007; and

WHEREAS, **JAMES VAN PATTEN** had served faithfully and dutifully on said board;

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

That **JAMES VAN PATTEN** be recognized for outstanding service as a member of the Mechanical Board of Adjustments and Appeals, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of October, 2010.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

David Wampler, Mayor

Bruce Motheral, Mayor Pro Tem

Stacie Keeble, Councilmember

T. Scott Gross, Councilmember

E.G. Allen, Councilmember

Agenda Item:
(Staff)

2D. Plumbing Board of Adjustments and Appeals: Don Nowlin, Steve Holloway, and Johnny Bryant.

CITY OF KERRVILLE

CITY SECRETARY
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, **DON NOWLIN** has served as a member of the Plumbing Board of Adjustments and Appeals with the date of service beginning January 13, 2004; and

WHEREAS, **DON NOWLIN** has served faithfully and dutifully on said board;

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

That **DON NOWLIN** be recognized for outstanding service as a member of the Plumbing Board of Adjustments and Appeals, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of October, 2010.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

David Wampler, Mayor

R. B. Motheral, Mayor Pro Tem

Stacie Keeble, Councilmember

T. Scott Gross, Councilmember

E.G. Allen, Councilmember

CITY OF KERRVILLE

CITY SECRETARY
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, **STEVE HOLLOWAY** has served as a member of the Plumbing Board of Adjustments and Appeals with the date of service beginning September 25, 2007; and

WHEREAS, **STEVE HOLLOWAY** has served faithfully and dutifully on said board;

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

That **STEVE HOLLOWAY** be recognized for outstanding service as a member of the Plumbing Board of Adjustments and Appeals, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of October, 2010.

ATTEST:

Brenda G. Craig

Brenda G. Craig, City Secretary

David Wampler, Mayor

R.B. Motheral, Mayor Pro Tem

Stacie Keeble, Councilmember

T. Scott Gross, Councilmember

E.G. Allen, Councilmember

CITY OF KERRVILLE

CITY SECRETARY
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, **JOHNNY BRYANT** has served as a member of the Plumbing Board of Adjustments and Appeals with the date of service beginning August 11, 1998; and

WHEREAS, **JOHNNY BRYANT** has served faithfully and dutifully on said board;

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

That **JOHNNY BRYANT** be recognized for outstanding service as a member of the Plumbing Board of Adjustments and Appeals, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 26th day of October, 2010.

ATTEST:

Brenda G. Craig

Brenda G. Craig, City Secretary

David Wampler, Mayor

R. B. Motheral, Mayor Pro Tem

Stacie Keeble, Councilmember

T. Scott Gross, Councilmember

E.G. Allen, Councilmember

Agenda Item:

(Staff)

3A. Authorize the purchase of a Vac-Con hydraulic sewer cleaner/vacuum truck from Huston-Galveston Area Council Buy (HGAC Cooperative Purchasing), in the amount of $259,155.07.

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

SUBJECT: Authorize City Manager to purchase a Vac-Con, hydraulic sewer cleaner / vacuum truck from HGAC for $259,155.07.

FOR AGENDA OF: 10/26/2010 **DATE SUBMITTED**: 10/19/2010 CH
SUBMITTED BY: Stuart Barron, Water/Wastewater Manager **CLEARANCES:** Charlie Hastings, Director of Public Works

EXHIBITS: HGAC Buy, Vac-Con bid $189,255.07 (sewer cleaner vacuum unit)
HGAC, Houston Freightliner/Sterling bid $69,900 (truck chassis)

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number
$259,155.07	$260,000	$260,000	02-885-504

APPROVED FOR SUBMITTAL BY DIRECTOR OF Finance:

SUMMARY STATEMENT

The City of Kerrville purchased its first Vac-Con (sewer cleaner/vacuum truck) unit in 2001. Since that time the unit has removed tons of solid materials, hundreds of thousands of gallons of water and cleared countless stoppages from our sewer collection system. The unit was also used to hydro-excavate the wet well for the Memorial Lift Station rebuild in 2004.

The normal expected life of a vacuum truck is seven years; Kerrville's unit has now exceeded its expected usefulness and is constantly in need of repair rendering it unavailable during these repairs. The unit is a key component in the City's collection system maintenance, sewer line capacity improvement, and customer service efforts and is in dire need of replacement.

The Water Reclamation Division had scheduled to field test three units, but only two vendors were willing to entertain our offer. Of these two units the Vac-Con proved to be the most cost effective unit for the City of Kerrville. Currently Vac-Con has sufficient quantities of used units and is not accepting trade-ins, therefore the City will be accepting bids via GovDeals to sell our existing unit with an estimated resale value of $40,000.

City Staff has complied with the new Kerrville Purchasing Policy in acquisition of this vehicle by purchasing the unit through HGAC Buy.

RECOMMENDED ACTION

The Director of Public Works recommends that Council authorize the City Manager to execute the purchase of a new Vac-Con hydraulic sewer cleaner through HGAC Buy and purchase of a new truck chassis through HGAC.

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	SC01-10	Date Prepared:	10/4/2010

This Worksheet is prepared by Contractor and given to End User.

If a PO is issued, *all* documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

ANY CHANGES TO HGAC OFFER MUST BE MADE BY VAC-CON.

Please make Purchase Order out to Vac-Con, Inc. 966 Hall Park Dr., Green Cove Springs, FL 32043

Buying Agency:	City of Kerrville, 3650 Loop 534, Kerrville, TX 78028	Contractor:	VAC-CON, INC.
Contact Person:	Stuart Barron, Water/Wastewater Manager Donovan Banta, Wastewater Div Superintendent	Prepared By:	JAN CHAPMAN
Phone:	830-792-8317	Phone:	904-529-1315
Fax:	830-896-8793	Fax:	904-284-4200
Email:	donovan.banta@kerrvilletx.gov	Email:	janc@vac-con.com

Product Code:	A002	Description:	DUAL ENGINE FAN COMBINATION UNIT 9 CU YD

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$ 128,766.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

Description	Cost
Subtotal Options & Accessories - see attached sheets **B1:**	$ 57,268.00
Subtotal Chassis (Not Available to Customers in the State of TX) see attached sheets **B2:**	$ -
Subtotal From Additional Sheet(s):	
Subtotal B:	$ 57,268.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

Description	Cost	Description	Cost
Water pump remote drain	$ 222.00	special discount	$ (2,500.00)
SS Debris tank components: fload arm, pins, bushings	$ 515.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$ (1,763.00)

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base | **For this transaction the percentage is:** -1%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	184271	=	Subtotal D:	$ 184,271.00

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
HGAC ADMIN FEE for units supplied w/o chassis	$ 2,764.07		
Delivery	$ 2,220.00		
		Subtotal E:	$ 4,984.07

Delivery Date:	**30-90 days ARO**	**F. Total Purchase Price (D+E):**	$ 189,255.07

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	HT11-09	Date Prepared:	9/30/2010

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	City of Kerrville	Contractor:	Houston Freightliner/Sterling
Contact Person:	Stuart Barron / Donovan Banta	Prepared By:	Michael McCarthy
Phone:	830-792-8317	Phone:	713-580-8122
Fax:	830-896-8793	Fax:	713-672-9449
Email:	stuart.barron@kerrvilletx.gov; donovan.banta@kerrvilletx.gov	Email:	mmccarthy@strhouston.com

Product Code:	D3	Description:	2011 Freightliner M2-80

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 63486

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Allison 3000 RDS Automatic Trans	5120	7/16x3.5x11 1/8 Frame	743
Vertical Eshaust	335	1/4" Frame Liner	680
Front Frame Extension	173	Vehicle Interface for Body Builder BOC	86
222" Wheelbase	612	Air Cab Mounts	93
Air Conditoner	622	AM /FM Radio	164
Cummins ISC 300 HP	565		
Elec TransmissionAccess BOC	139	Subtotal From Additional Sheet(s):	
	0	Subtotal B:	9332

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
20,000 LB Front Axle	1860		
20,000 LB Front Suspension	175		
	0	Subtotal From Additional Sheet(s):	
	0	Subtotal C:	2035

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:**

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 74853

Quantity Ordered:	1	X Subtotal of A + B + C + D:	74853	= Subtotal E:	74853

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
Discount for 2007 Emissions	-5553		
		Subtotal G:	-5553

Delivery Date:		H. Total Purchase Price (E+F+G):	69900

Agenda Item:
(Staff)

3B. Authorize the execution of a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and San Saba Cap Company in the amount of $10,000.

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

SUBJECT: Authorize the execution of a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and San Saba Cap Company in the amount of $10,000.00

FOR AGENDA OF: 10-26-10 **DATE SUBMITTED:** 10-20-10

SUBMITTED BY: Mindy N. Wendele, Director of Business Programs & Public Affairs **CLEARANCES:** Todd Parton, City Manager

EXHIBITS: Funding agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$10,000.00	$50,000.00	$	40-800-306

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

John Baker, owner of San Saba Cap Company, made application to the EIC requesting funds from the Commercial Improvement Program established by the EIC earlier this year. Mr. Baker's project is a renovation of a commercial building at 1818 Broadway to be used for his business expansion of his company.

A public hearing was conducted and a funding agreement approved by EIC for $10,000.00.

RECOMMENDED ACTION

Approve funding agreement.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN SAN SABA CAP, INC. AND THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement entered into by and between SAN SABA CAP, INC. ("SAN SABA"), acting herein by and through its duly authorized Representative, John Baker ("Officer"); and the CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION ("EIC"), a Texas nonprofit corporation, established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (otherwise known as the Development Corporation Act of 1979 hereafter referred to as "the Act"), acting by and through its duly authorized President, Bill Crumrine, as authorized by the Board of Directors of the EIC ("Board").

WITNESSETH:

WHEREAS, EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995, and collected for the funding of various projects including:

> land, buildings, equipment, facilities, and improvements found by the Board to promote or develop new or expanded business enterprises that create or retain primary jobs, including, (1) a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described by this subdivision; and (2) any other project that the Board in its discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs; and

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

WHEREAS, the EIC adopted a Commercial Project Program ("Program") for the purpose of encouraging existing businesses to make improvements to their buildings; and

WHEREAS, for eligible projects, the Program will reimburse funding up to 20% of the cost of the improvement project, with any such reimbursement not to exceed $10,000; and

WHEREAS, the Program also provides funding up to 40% of the cost to tear down a building; and

WHEREAS, San Saba has applied for a grant from the EIC under the Program to renovate a building within the downtown business district to expand its manufacturing and production (the "Project"); and

WHEREAS, San Saba is designs, produces, and manufactures clothing, decals, vehicle graphics, and other promotional items for businesses and other entities throughout the Hill Country and State of Texas to public and private clients; and

WHEREAS, based upon San Saba's application for Grant funding under the Program, the EIC finds that the Project promotes or develops new or expanded business enterprises that create or retain primary jobs, as that term is defined by the Act; and

WHEREAS, EIC has also determined that such a grant complies with the Act, is in keeping with the mission of EIC and the *City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures*, and is eligible for grant funding pursuant to the Program; and

WHEREAS, EIC finds that it will be in the public interest to enter into this Agreement with San Saba to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to San Saba for costs related to remodeling and improvements to its building; and

WHEREAS, on October 18, 2010, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B revenues for the purposes provided above;

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

ARTICLE I.
EIC'S OBLIGATIONS

A EIC hereby grants to San Saba Ten Thousand and No/100 Dollars ($10,000.00) ("Grant") from 4B Revenues for costs related to the construction of improvements to the building located at 1818 Broadway, Kerrville, Texas, 78028 (the "Property"). San Saba will use this building to expand its manufacturing facility. The Grant represents an amount which is slightly less than 20% of the total costs for the Project. San Saba agrees that should the costs be reduced for any reason, EIC may reduce the Grant in accordance with the Program's funding limitations.

B. Subject to the terms and conditions set forth in Article II, the Grant shall be provided to San Saba by EIC and EIC shall administer the Grant on a reimbursable basis. Prior to any payment from EIC, San Saba must first submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval. Following each submission and verification thereof, which may include on-site inspections to confirm the construction and development of the Project, EIC shall then reimburse San Saba for the cost.

C. Payments made by EIC to San Saba from 4B Revenues shall be limited to the payments of "costs" as defined by the Act.

D. In no event shall the total amount of the Grant exceed Ten Thousand and No/100 Dollars ($10,000.00).

E. San Saba specifically agrees that EIC shall only be liable to San Saba for the actual amount of the Grant to be conveyed to San Saba and shall not be liable to San Saba for any other

actual or consequential damages, direct or indirect, interest, attorney fees, or costs of court for any act of default by EIC under the terms of this Agreement.

ARTICLE II.
SAN SABA'S OBLIGATIONS

A. San Saba agrees to complete the Project on or before January 31, 2011. Failure to complete the Project by this date shall terminate the obligation of EIC to make any additional payments of the Grant.

B. San Saba shall keep and maintain complete and accurate records relating to the costs of the Project, separate and identifiable from its other records, for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect the records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice.

C. Following the initial payment from EIC to San Saba, San Saba shall make written monthly reports to EIC on or before the last day of the month. Said reports, at a minimum, shall include information on the status of the Project and its estimated completion date.

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

ARTICLE III.
REIMBURSEMENT

A. If, on January 31, 2011, San Saba has failed to complete the Project, then San Saba shall repay EIC the total amount of funding that the EIC has paid to San Saba under this Agreement. The repayment shall be made as soon as commercially practicable after the receipt of a written demand by EIC, but in no event later than thirty (30) days from the receipt of such written demand. Upon repayment thereof, San Saba shall have no further obligation under this Agreement. EIC shall have the discretion to consider relevant circumstances before demanding repayment and may require partial repayment in appropriate circumstances. Failure to reimburse EIC within thirty (30) days of San Saba's receipt of such demand shall constitute a breach of this Agreement.

B. Notwithstanding any other provision in this Agreement, San Saba shall in no event be required to repay any amount in excess of the Grant monies actually received under this Agreement.

ARTICLE IV.
MERGER, CONSOLIDATION OR CHANGE IN MANAGEMENT OF SAN SABA OR CONVEYANCE OF PROPERTY

A. A sale of all or substantially all of the assets of San Saba, including the Property, shall not release San Saba from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld.

B. In the event of any proposed merger, consolidation, or change in the management of San Saba with any third party not affiliated with San Saba, San Saba shall at least thirty (30) days prior to any such merger or consolidation provide EIC with information and assurance reasonably acceptable to EIC regarding: (1) the surviving entity's assumption and satisfaction of San Saba's duties and responsibilities hereunder; and (2) the financial condition of the surviving entity upon such merger or other consolidation to demonstrate that the surviving entity shall have the financial condition to fully satisfy San Saba's duties and responsibilities hereunder. Failure to provide such information shall be considered a breach of this Agreement.

C. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that EIC shall have no rights to approve or disapprove any sale or merger transaction of any kind involving San Saba. In the event of any sale or merger involving San Saba, the surviving entity shall assume San Saba's obligations and rights hereunder and be entitled to any and all benefits to be received pursuant to this Agreement.

ARTICLE V.
SAN SABA'S REPRESENTATIONS AND WARRANTIES

A. San Saba represents and warrants as of the date hereof:

(1) San Saba is a Texas corporation existing in good standing and authorized to do business in the State of Texas;

(2) Execution of this Agreement has been duly authorized by San Saba and this Agreement is not in contravention of San Saba's articles of incorporation or bylaws, or any agreement or instrument to which San Saba is a party or by which it may be bound as of the date hereof;

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

(4) No written application; written statement; oral statement to either the EIC, an EIC Boardmember, or staff for the City of Kerrville; correspondence delivered by San Saba to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of the Officer, contains any untrue statement

of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

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

ARTICLE VI.
EIC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VII.
MAJOR FORCES PREVENTING SAN SABA FROM CARRYING OUT ITS OBLIGATIONS UNDER THIS AGREEMENT

If, by reason of force majeure, such as fire, flood, windstorm, drought, or other act of God, act of war, act of terrorism, labor strike, or economic downturn affecting San Saba, San Saba is reasonably unable to fulfill its obligations under this Agreement, San Saba shall use reasonable and diligent efforts to rectify the situation to allow it to perform its obligations specified herein with all due haste. In the event that the situation cannot be rectified within six (6) months after the occurrence of the force majeure, either party may terminate this Agreement by providing thirty (30) days advance written notice to the other without further liability hereunder except that termination under this provision shall not excuse San Saba from any applicable reimbursement obligations under Article III of this Agreement.

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

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

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

(2) The appointment of a receiver of San Saba, or of all or any substantial part of its Property, and the failure of such receiver to be discharged within sixty (30) days thereafter.

(3) The adjudication of San Saba as bankrupt.

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

(B) Should any of these conditions not be cured by San Saba within a period of one (1) month, EIC may, at its option, with written notice to San Saba, terminate this Agreement and San Saba shall have no further obligations hereunder.

ARTICLE IX.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (30) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (30) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article IX, the non-breaching party shall have the sole right and discretion to either terminate this Agreement or pursue any and all remedies which may be provided by law and this

Agreement. Each party acknowledges and agrees that no party hereunder shall be entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that no party hereunder shall be liable to the other party for any other actual or consequential damages for any act of default by such party under the terms of this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor shall any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE X.
GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue shall lie in Kerr County, Texas; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.

D. Notices. All notices given with respect to this Agreement shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

1. For EIC

President – Bill Crumrine
City of Kerrville, Texas, Economic Improvement Corporation
800 Junction Highway
Kerrville, Texas 78028

Facsimile: (830) 792-3850

With a copy to:

Mindy Wendele
Director of Business Programs
City of Kerrville
800 Junction Highways
Kerrville, Texas 78028
Facsimile: (830) 792-3850
Email: mindy.wendele@kerrvilletx.gov

2. For San Saba

John Baker
San Saba Cap, Inc.
1818 Broadway
Kerrville, Texas 78028
Facsimile: (830) 257-2524
Email: john@sansabacap.com

E. Assignment. This Agreement shall be binding upon the parties hereto and their successors and assigns. Except as set forth in Article IV, this Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party shall be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. San Saba may, without written consent of EIC, assign this Agreement to any entity controlled and owned 100% by San Saba or by the parent, subsidiary, or affiliate of San Saba provided the entity assumes all of San Saba's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of San Saba and San Saba provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least thirty (30) days before such assignment occurs.

F. Parties In Interest. Nothing in this Agreement shall entitle any party other than San Saba or EIC to any claim, cause of action, remedy or right of any kind except as expressly provided in Article IV.

G. Term. Subject to the required approvals, the term of this Agreement (the "Term") shall commence on October 27, 2010 (the "Effective Date"), and shall terminate on the earlier of: (i) January 31, 2011, or when the requirements set forth in this Agreement are completed; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article IX, Paragraph B; (iv) when terminated pursuant to Article VIII; (v) at San Saba's absolute discretion, upon San Saba's return of all Grant funding to EIC that it has received under this Agreement; (vi) upon San Saba's repayment of all monies that are demanded by EIC and are in fact required to be repaid by San Saba under Article III; or, (vii) upon a

termination of this Agreement by EIC pursuant to Article VIII. Upon termination of this Agreement as specified herein, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. Indemnity. **IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT SAN SABA, IN PERFORMING ITS OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY AND EIC, ITS OFFICERS, AND AGENTS ASSUME NO RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH. SAN SABA AGREES TO INDEMNIFY AND HOLD HARMLESS EIC, ITS OFFICERS AND AGENTS, AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY SAN SABA'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR BY ANY NEGLIGENT ACT OR OMISSION OF SAN SABA, ITS OFFICER, AGENTS, ASSOCIATES OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; AND NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EIC UNDER TEXAS LAW.**

J. No Joint Venture. Nothing contained in this Agreement is intended by the parties nor do the parties intend to create a partnership or joint venture between the parties.

K. Survival of Terms. All rights, duties, liabilities and obligations accrued prior to termination shall survive termination.

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

EXECUTED AND EFFECTIVE, as of the date indicated above, by the City of Kerrville, Texas, Economic Improvement Corporation, by and through its Board President, duly authorized to execute same by action of the Board, and by San Saba, acting through its duly authorized Officer.

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION	SAN SABA ~~CAP~~, INC.
_____	By: _____
Bill Crumrine, President	John Baker, President

ATTEST:

_____

Secretary to Corporation

APPROVED AS TO FORM:

_____

Michael C. Hayes, City Attorney

T:\Legal\EIC\CONTRACT\EIC Grant Agreement_San Saba Cap_Commercial Improvement Program_101310.doc

Agenda Item:

(Staff)

3C. Authorize the execution of a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and Hewitt Engineering, Inc. in the amount of $8,000.

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

SUBJECT: Authorize the execution of a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and Hewitt Engineering in the amount of $8,000.00

FOR AGENDA OF: 10-26-10 **DATE SUBMITTED:** 10-20-10

SUBMITTED BY: Mindy N. Wendele
Director of Business Programs
& Public Affairs

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Funding Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$8,000.00	$50,000.00	$	40-800-306

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

John Hewitt, owner of Hewitt Engineering made application to the EIC requesting funds from the Commercial Improvement Program established by the EIC earlier this year. Mr. Hewitt's project is a restoration of a former residential building, 716 Barnett Street, to be used as a commercial office space for his company.

A public hearing was conducted and a funding agreement approved by EIC for $8,000.00.

RECOMMENDED ACTION

Approve funding agreement.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN HEWITT ENGINEERING, INC. AND THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement entered into by and between HEWITT ENGINEERING, INC. ("Hewitt"), acting herein by and through its duly authorized Representative, John Hewitt ("Officer"); and the CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION ("EIC"), a Texas nonprofit corporation, established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (otherwise known as the Development Corporation Act of 1979 hereafter referred to as "the Act"), acting by and through its duly authorized President, Bill Crumrine, as authorized by the Board of Directors of the EIC ("Board").

WITNESSETH:

WHEREAS, EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995, and collected for the funding of various projects including:

> land, buildings, equipment, facilities, and improvements found by the Board to promote or develop new or expanded business enterprises that create or retain primary jobs, including, (1) a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described by this subdivision; and (2) any other project that the Board in its discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs; and

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

WHEREAS, the EIC adopted a Commercial Project Program ("Program") for the purpose of encouraging existing businesses to make improvements to their buildings; and

WHEREAS, for eligible projects, the Program will reimburse funding up to 20% of the cost of the improvement project, with any such reimbursement not to exceed $10,000; and

WHEREAS, the Program also provides funding up to 40% of the cost to tear down a building; and

WHEREAS, Hewitt has applied for a grant from the EIC under the Program to renovate a building within the downtown business district for the future use as an engineering office (the "Project"); and

WHEREAS, Hewitt is a consulting engineering firm that provides engineering services throughout the Hill Country and State of Texas to public and private clients; and

WHEREAS, based upon Hewitt's application for Grant funding under the Program, the EIC finds that the Project promotes or develops new or expanded business enterprises that create or retain primary jobs, as that term is defined by the Act; and

WHEREAS, EIC has also determined that such a grant complies with the Act, is in keeping with the mission of EIC and the *City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures*, and is eligible for grant funding pursuant to the Program; and

WHEREAS, EIC finds that it will be in the public interest to enter into this Agreement with Hewitt to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to Hewitt for costs related to remodeling and improvements to its building; and

WHEREAS, on October 18, 2010, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B revenues for the purposes provided above;

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

ARTICLE I.
EIC'S OBLIGATIONS

A EIC hereby grants to Hewitt Eight Thousand and No/100 Dollars ($8,000.00) ("Grant") from 4B Revenues for costs related to the construction of improvements to the building located at 716 Barnett, Kerrville, Texas, 78028 (the "Property"). Hewitt will use this building as professional offices for an engineering firm. The Grant represents an amount which is slightly less than 20% of the total costs for the Project. Hewitt agrees that should the costs be reduced for any reason, EIC may reduce the Grant in accordance with the Program's funding limitations.

B. Subject to the terms and conditions set forth in Article II, the Grant shall be provided to Hewitt by EIC and EIC shall administer the Grant on a reimbursable basis. Prior to any payment from EIC, Hewitt must first submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval. Following each submission and verification thereof, which may include on-site inspections to confirm the construction and development of the Project, EIC shall then reimburse Hewitt for the cost.

C. Payments made by EIC to Hewitt from 4B Revenues shall be limited to the payments of "costs" as defined by the Act.

D. In no event shall the total amount of the Grant exceed Eight Thousand and No/100 Dollars ($8,000.00).

E. Hewitt specifically agrees that EIC shall only be liable to Hewitt for the actual amount of the Grant to be conveyed to Hewitt and shall not be liable to Hewitt for any other actual or

consequential damages, direct or indirect, interest, attorney fees, or costs of court for any act of default by EIC under the terms of this Agreement.

ARTICLE II.
HEWITT'S OBLIGATIONS

A. Hewitt agrees to complete the Project on or before January 31, 2011. Failure to complete the Project by this date shall terminate the obligation of EIC to make any additional payments of the Grant.

B. Hewitt shall keep and maintain complete and accurate records relating to the costs of the Project, separate and identifiable from its other records, for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect the records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice.

C. Following the initial payment from EIC to Hewitt, Hewitt shall make written monthly reports to EIC on or before the last day of the month. Said reports, at a minimum, shall include information on the status of the Project and its estimated completion date.

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

ARTICLE III.
REIMBURSEMENT

A. If, on January 31, 2011, Hewitt has failed to complete the Project, then Hewitt shall repay EIC the total amount of funding that the EIC has paid to Hewitt under this Agreement. The repayment shall be made as soon as commercially practicable after the receipt of a written demand by EIC, but in no event later than thirty (30) days from the receipt of such written demand. Upon repayment thereof, Hewitt shall have no further obligation under this Agreement. EIC shall have the discretion to consider relevant circumstances before demanding repayment and may require partial repayment in appropriate circumstances. Failure to reimburse EIC within thirty (30) days of Hewitt's receipt of such demand shall constitute a breach of this Agreement.

B. Notwithstanding any other provision in this Agreement, Hewitt shall in no event be required to repay any amount in excess of the Grant monies actually received under this Agreement.

ARTICLE IV.
MERGER, CONSOLIDATION OR CHANGE IN MANAGEMENT OF HEWITT OR CONVEYANCE OF PROPERTY

A. A sale of all or substantially all of the assets of Hewitt, including the Property, shall not release Hewitt from its duties and responsibilities to EIC under the terms of this Agreement

and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld.

B. In the event of any proposed merger, consolidation, or change in the management of Hewitt with any third party not affiliated with Hewitt, Hewitt shall at least thirty (30) days prior to any such merger or consolidation provide EIC with information and assurance reasonably acceptable to EIC regarding: (1) the surviving entity's assumption and satisfaction of Hewitt's duties and responsibilities hereunder; and (2) the financial condition of the surviving entity upon such merger or other consolidation to demonstrate that the surviving entity shall have the financial condition to fully satisfy Hewitt's duties and responsibilities hereunder. Failure to provide such information shall be considered a breach of this Agreement.

C. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that EIC shall have no rights to approve or disapprove any sale or merger transaction of any kind involving Hewitt. In the event of any sale or merger involving Hewitt, the surviving entity shall assume Hewitt's obligations and rights hereunder and be entitled to any and all benefits to be received pursuant to this Agreement.

ARTICLE V.
HEWITT'S REPRESENTATIONS AND WARRANTIES

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

(1) Hewitt is a Texas corporation existing in good standing and authorized to do business in the State of Texas;

(2) Execution of this Agreement has been duly authorized by Hewitt and this Agreement is not in contravention of Hewitt's articles of incorporation or bylaws, or any agreement or instrument to which Hewitt is a party or by which it may be bound as of the date hereof;

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

(4) No written application; written statement; oral statement to either the EIC, an EIC Boardmember, or staff for the City of Kerrville; correspondence delivered by Hewitt to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of the Officer, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

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

ARTICLE VI.
EIC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VII.
MAJOR FORCES PREVENTING HEWITT FROM CARRYING OUT ITS OBLIGATIONS UNDER THIS AGREEMENT

If, by reason of force majeure, such as fire, flood, windstorm, drought, or other act of God, act of war, act of terrorism, labor strike, or economic downturn affecting Hewitt, Hewitt is reasonably unable to fulfill its obligations under this Agreement, Hewitt shall use reasonable and diligent efforts to rectify the situation to allow it to perform its obligations specified herein with all due haste. In the event that the situation cannot be rectified within six (6) months after the occurrence of the force majeure, either party may terminate this Agreement by providing thirty (30) days advance written notice to the other without further liability hereunder except that termination under this provision shall not excuse Hewitt from any applicable reimbursement obligations under Article III of this Agreement.

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

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

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

(2) The appointment of a receiver of Hewitt, or of all or any substantial part of its Property, and the failure of such receiver to be discharged within sixty (30) days thereafter.

(3) The adjudication of Hewitt as bankrupt.

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

(B) Should any of these conditions not be cured by Hewitt within a period of one (1) month, EIC may, at its option, with written notice to Hewitt, terminate this Agreement and Hewitt shall have no further obligations hereunder.

ARTICLE IX.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (30) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (30) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article IX, the non-breaching party shall have the sole right and discretion to either terminate this Agreement or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that no party hereunder shall be entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that no party hereunder shall be liable to the other party for any other actual or consequential damages for any act of default by such party under the terms of this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any

way; nor shall any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE X.
GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue shall lie in Kerr County, Texas; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.

D. Notices. All notices given with respect to this Agreement shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

1. For EIC

President – Bill Crumrine
City of Kerrville, Texas, Economic Improvement Corporation
800 Junction Highway
Kerrville, Texas 78028
Facsimile: (830) 792-3850

With a copy to:

Mindy Wendele
Director of Business Programs
City of Kerrville
800 Junction Highways
Kerrville, Texas 78028

Facsimile: (830) 792-3850
Email: mindy.wendele@kerrvilletx.gov

2. For Hewitt

John Hewitt
Hewitt Engineering, Inc.
100 Horseshoe Ridge
Kerrville, Texas 78028
Facsimile: (830) _____
Email: jmhewitt@stx.rr.com

E. Assignment. This Agreement shall be binding upon the parties hereto and their successors and assigns. Except as set forth in Article IV, this Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party shall be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. Hewitt may, without written consent of EIC, assign this Agreement to any entity controlled and owned 100% by Hewitt or by the parent, subsidiary, or affiliate of Hewitt provided the entity assumes all of Hewitt's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of Hewitt and Hewitt provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least thirty (30) days before such assignment occurs.

F. Parties In Interest. Nothing in this Agreement shall entitle any party other than Hewitt or EIC to any claim, cause of action, remedy or right of any kind except as expressly provided in Article IV.

G. Term. Subject to the required approvals, the term of this Agreement (the "Term") shall commence on October 27, 2010 (the "Effective Date"), and shall terminate on the earlier of: (i) January 31, 2011, or when the requirements set forth in this Agreement are completed; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article IX, Paragraph B; (iv) when terminated pursuant to Article VIII; (v) at Hewitt's absolute discretion, upon Hewitt's return of all Grant funding to EIC that it has received under this Agreement; (vi) upon Hewitt's repayment of all monies that are demanded by EIC and are in fact required to be repaid by Hewitt under Article III; or, (vii) upon a termination of this Agreement by EIC pursuant to Article VIII. Upon termination of this Agreement as specified herein, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms

length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. Indemnity. **IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT HEWITT, IN PERFORMING ITS OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY AND EIC, ITS OFFICERS, AND AGENTS ASSUME NO RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH. HEWITT AGREES TO INDEMNIFY AND HOLD HARMLESS EIC, ITS OFFICERS AND AGENTS, AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY HEWITT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR BY ANY NEGLIGENT ACT OR OMISSION OF HEWITT, ITS OFFICER, AGENTS, ASSOCIATES OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; AND NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EIC UNDER TEXAS LAW.**

J. No Joint Venture. Nothing contained in this Agreement is intended by the parties nor do the parties intend to create a partnership or joint venture between the parties.

K. Survival of Terms. All rights, duties, liabilities and obligations accrued prior to termination shall survive termination.

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

EXECUTED AND EFFECTIVE, as of the date indicated above, by the City of Kerrville, Texas, Economic Improvement Corporation, by and through its Board President, duly authorized to execute same by action of the Board, and by Hewitt, acting through its duly authorized Officer.

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

Bill Crumrine, President

ATTEST:

Secretary to Corporation

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

HEWITT ENGINEERING, INC.

By: John Hewitt, President

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Agenda Item:
(Staff)

4A. An ordinance creating a "planned development district" for dwelling, multi-family (apartment) and professional office on an approximately 1.2 acre tract of land, being Lots 3 through 8, inclusive, Block 27 of the J.A. Tivy Addition, a subdivision within the City of Kerrville, Texas, and otherwise known as 1001 Jefferson Street; adopting a concept plan and conditions related to the development of said district; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed $2,000 for each day of violation of any provision hereof; ordering publication; and providing other matters relating to the subject.

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

SUBJECT: Ordinance, Second Reading – An ordinance to change the zoning from RT (Residential Transition) District to a PDD (Planned Development District) on an approximately 1.2 acre tract located at 1001 Jefferson Street.

FOR AGENDA OF: October 26, 2010 **DATE SUBMITTED:** October 18, 2010

SUBMITTED BY: Gordon Browning **CLEARANCES:** Kevin Coleman

EXHIBITS: Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:
APPROVED FOR SUBMITTAL BY DIRECTOR OF ADMINISTRATIVE SERVICES:

SUMMARY STATEMENT

The PDD ordinance for this request was amended following the October 12th public hearing and discussion to clarify Council concerns. Changes were made to the following sections of the ordinance;

1. Setbacks: The front and rear yard setbacks were amended to show eighteen (18) feet.

2. Parking Lot and Security Lighting: Outdoor lighting is required, with installation standards.

3. Screening: The required screening along the adjacent alley has been clarified.

4. Outdoor Storage and Display: The definition was clarified.

5. Picket Fence: A three (3) foot picket fence will be erected along Jefferson and Tivy Street frontages.

6. Historic Designation: Maintaining the Texas Historical Landmark status of the existing structure.

Changes 1, 3 and 5 are reflected on Exhibit A (Concept Plan) of the attached ordinance.

The attached ordinance completes the zoning change for the property described.

All required public hearings have been held per state and local codes.

RECOMMENDED ACTION

Approve ordinance on second reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2010-_____

AN ORDINANCE CREATING A "PLANNED DEVELOPMENT DISTRICT" FOR DWELLING, MULTI-FAMILY (APARTMENT) AND PROFESSIONAL OFFICE ON AN APPROXIMATELY 1.2 ACRE TRACT OF LAND, BEING LOTS 3 THROUGH 8, INCLUSIVE, BLOCK 27 OF THE J.A. TIVY ADDITION, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, TEXAS, AND OTHERWISE KNOWN AS 1001 JEFFERSON STREET; ADOPTING A CONCEPT PLAN AND CONDITIONS RELATED TO THE DEVELOPMENT OF SAID DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING A PENALTY OR FINE NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

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

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

SECTION ONE. The property described as follows is removed from the "RT" Zoning District (Residential transition) and placed in a newly created Planned Development District ("PDD") for the development and use of Dwelling, Multi-Family (apartment) and Professional Office, as those terms are defined within Article 11-I-15 of the City's Zoning Code:

> **An approximate 1.2 acre tract of land being Lots 3 through 8, inclusive, Block 27 of the J.A. Tivy Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and as more particularly described in Volume P, Page 16 of the Plat Records of Kerr County, Texas, referred to herein as the "Property".**

SECTION TWO. The Property may be developed and used but only in accordance with the following conditions:

A. Permitted Uses: The following uses shall be permitted in the PDD subject to the conditions provided herein and the applicable regulations for each use as provided

within the Zoning Code: Dwelling, Multi-Family (apartment) and Professional Office.

B. Concept Plan: The development and use of the Property shall be substantially in accordance with the Concept Plan attached as **Exhibit A** and Building Elevations attached as **Exhibit B**.

C. Development Site Plan: Prior to the City's acceptance of any civil construction or building plans, a Development Site Plan shall be submitted to the City pursuant to City regulations.

D. Setbacks and Height: The Property shall be developed with the minimum setbacks from the Property lines and a maximum height as follows:

1. Front Yard Setback: 18.0 feet
2. Rear Yard Setback: 18.0 feet
3. Interior Side Yard Setback: 10.0 feet
4. Exterior Side Yard Setback: 15.0 feet
5. Maximum Height: 40.0 feet

E. Parking: The design, number of parking spaces, and aisle dimensions shall be in accordance with City regulations in effect at the time individual building permits are submitted to the City. All required parking spaces shall be constructed of asphalt or concrete and shall be marked and kept available for customers and employees.

F. Parking Lot and Security Lighting: All parking, sidewalk, and common areas shall be illuminated by security lights beginning one-half hour after sunset through one-half hour past sunrise. The lights may utilize light sensors and shall meet the following standards:

1. Fixtures shall be mounted to buildings or on poles;

2. At least one-half foot candle illumination on a maintained basis on all parking lots;

3. Bare bulbs and strings of lights are prohibited for use as permanent and required lighting; and

4. All outside pole lights shall be of a "shoe box" design and shall be located, shielded, and aimed in such a manner so as not to allow light to directly fall on adjacent roadways and/or properties.

G. Sidewalks: The construction of sidewalks shall be required and constructed in accordance with City regulations in effect at the time building permits are submitted.

H. Signage: Signage shall be limited to the two (2) locations shown on the concept plan and shall be the monument style and no greater size than as indicated on the Concept Plan, which is attached as **Exhibit A**.

I. Landscaping Regulations: Landscaping shall be installed in accordance with the following:

1. Planting materials planted on the Property shall be from the list of recommended plants set forth in the most recent edition of Recommended Plants for the Kerrville Area published by the City at the time of planting.

2. All landscaping shall be maintained in a healthy, growing condition.

J. Screening: Screening shall be required in accordance with City regulations in effect at the time individual building permits are submitted to the City, and specifically including a 6.0 foot fence made of wood, masonry or combination thereof, along the rear property line adjacent to the alley.

K. Picket Fence: The existing white, picket fence shall remain. In addition, the fence shall be extended along the part of the Property adjacent to Tivy and Jefferson Streets. The fence shall be maintained, repositioned, or constructed in such a way so as to prevent any impact to the visibility triangle at the intersection of Tivy and Jefferson Streets. The fence shall be maintained at its current height of approximately thirty-six inches (36") and the entire fence shall be maintained in a good condition.

L. Trash and Other Solid Waste: Solid waste collection bins and dumpsters shall be equipped with lids and screened with a gate with an opaque screen on one side and masonry material finished to look substantially like the adjacent building(s) on the remaining three sides.

M. Outdoor Storage and Display: The outdoor storage of any materials, supplies, inventory and/or equipment, whether in cargo containers or similar containers or buildings shall be prohibited, except those identified for household use

N. Platting: The development of this property shall be subject to the City's Subdivision Regulations, which includes submittal and approval of a plat.

O. Historical Designation: The designation for the existing building on the Property as a Texas Historical Landmark shall be maintained.

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

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

SECTION FIVE. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-I-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 SIX. 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., 2010.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the __ day of _____, A.D., 2010.

_____
David Wampler, Mayor

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

ATTEST:

_____
Brenda G. Craig, City Secretary

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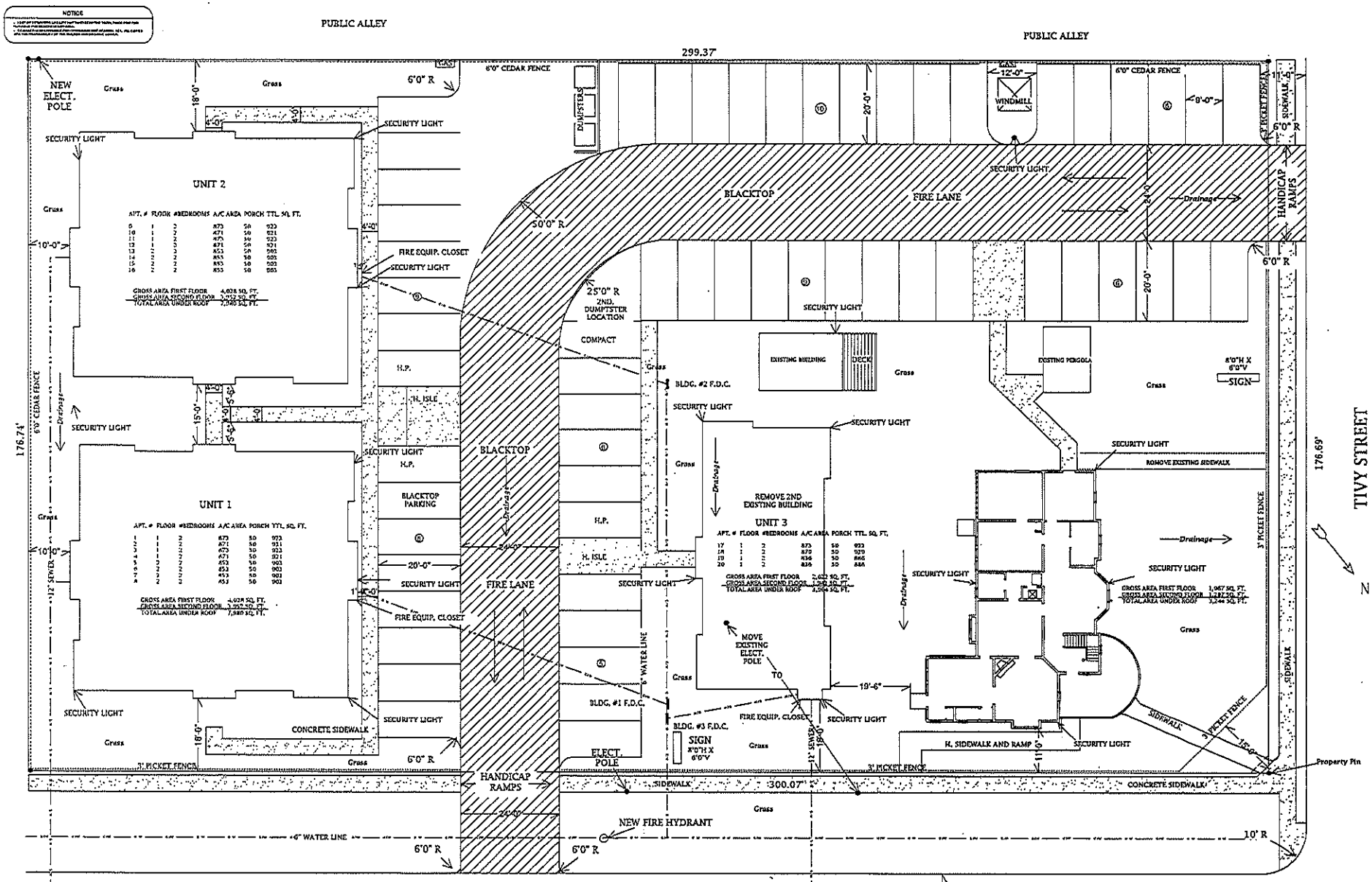
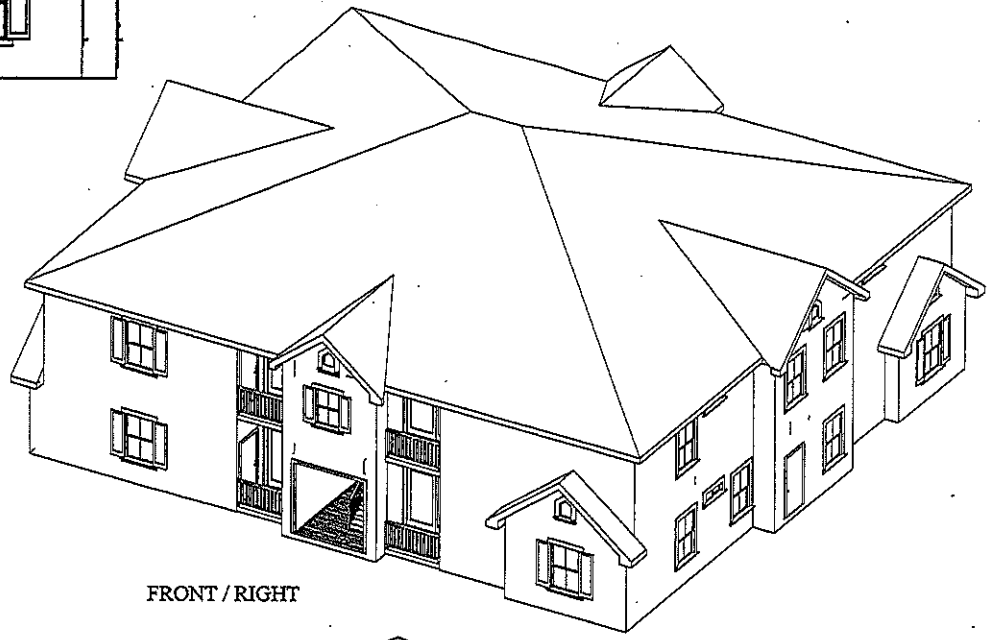
EXHIBIT A


PUBLIC ALLEY
PUBLIC ALLEY
299.37'
NEW ELECT. POLE
Grass
6'0" CEDAR FENCE
6'0" R
SECURITY LIGHT
UNIT 2
APT. # FLOOR #BEDROOMS A/C AREA PORCH TTL. SQ. FT.
GROSS AREA FIRST FLOOR 4,028 SQ. FT.
GROSS AREA SECOND FLOOR 3,952 SQ. FT.
TOTAL AREA UNDER ROOF 7,980 SQ. FT.
FIRE EQUIP. CLOSET
H.P.
H. ISLE
BLACKTOP PARKING
UNIT 1
APT. # FLOOR #BEDROOMS A/C AREA PORCH TTL. SQ. FT.
GROSS AREA FIRST FLOOR 4,028 SQ. FT.
GROSS AREA SECOND FLOOR 3,952 SQ. FT.
TOTAL AREA UNDER ROOF 7,980 SQ. FT.
CONCRETE SIDEWALK
3' PICKET FENCE
176.74'
6'0" CEDAR FENCE
Drainage
BLACKTOP
FIRE LANE
HANDICAP RAMPS
DUMPSTER
50'0" R
25'0" R
2ND. DUMPSTER LOCATION
COMPACT
BLDG. #2 F.D.C.
BLDG. #1 F.D.C.
BLDG. #3 F.D.C.
ELECT. POLE
6" WATER LINE
12" SEWER
SIGN 8'0"H X 6'0"V
EXISTING BUILDING
DECK
REMOVE 2ND EXISTING BUILDING
UNIT 3
APT. # FLOOR #BEDROOMS A/C AREA PORCH TTL. SQ. FT.
GROSS AREA FIRST FLOOR 2,622 SQ. FT.
GROSS AREA SECOND FLOOR 1,582 SQ. FT.
TOTAL AREA UNDER ROOF 4,204 SQ. FT.
MOVE EXISTING ELECT. POLE TO
19'-6"
H. SIDEWALK AND RAMP
SIDEWALK
300.07'
NEW FIRE HYDRANT
4" WATER LINE
10' R
12'-8"
WINDMILL
EXISTING PERGOLA
8'0"H X 6'0"V
SIGN
REMOVE EXISTING SIDEWALK
GROSS AREA FIRST FLOOR 1,967 SQ. FT.
GROSS AREA SECOND FLOOR 1,287 SQ. FT.
TOTAL AREA UNDER ROOF 3,254 SQ. FT.
176.69'
TIVY STREET
N
Property Pin
LOTS 3,4,5,6,7,8 BLOCK 27
J.A. TIVY ADDITION
KERR COUNTY, TEXAS
JEFFERSON STREET
1001 JEFFERSON ST.
15" Sewer @ 5'6"±
8" Sewer @ 8'6"±
Both sewer line located near center of Jefferson St.
SCALE: 1" = 10'0"
JOB: JEFFERSON ST. OFFICES & APPARTMENTS
DATE 10/18/2010
PAGE: 1 OF 1
JEFFERSON STREET PROFESSIONAL OFFICES AND APARTMENTS
ATHENS DESIGNS

FRONT / BACK



FRONT / RIGHT

LEFT

RIGHT

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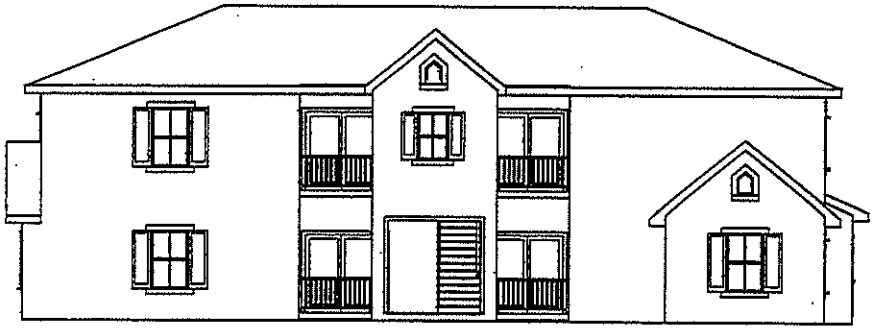
EXHIBIT B

EIGHT APARTMENT UNIT (UNITS 1&2)

Wednesday, August 04, 2010



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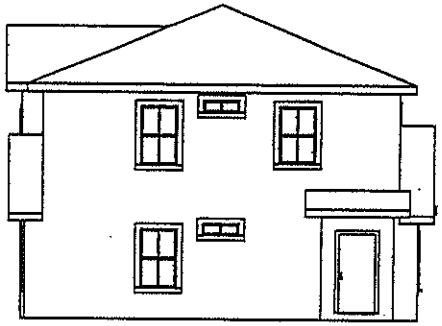

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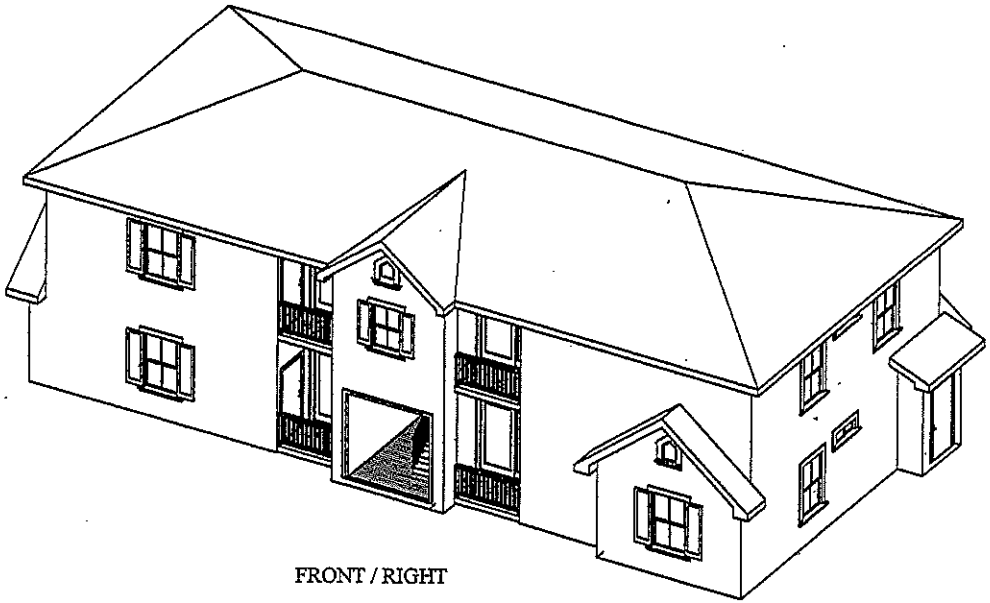

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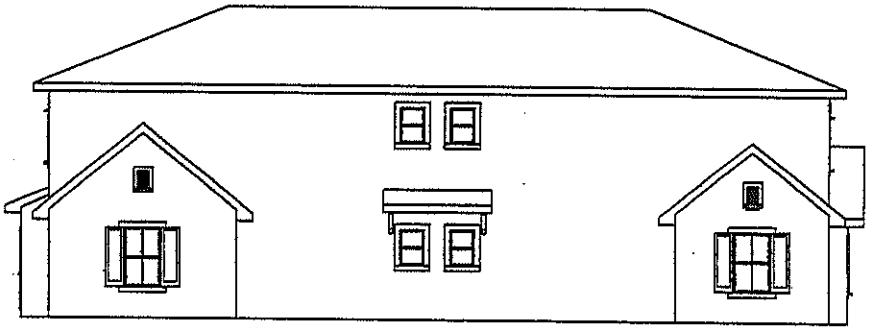

BACK

FOUR APARTMENT UNIT (UNIT 3_

CUMPIAN-APT-3C_1

Wednesday, August 04, 2010

Agenda Item:

(Staff)

5A. An ordinance terminating the automatically repeating allowance of updated service credits and increased prior and current service annuities under the Texas Municipal Retirement System; and establishing an effective date for the ordinance.

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

SUBJECT: Ordinance First Reading, Terminating the Annually Repeating 100% Updated Service Credit, including Transfers, and 70% of CPI Increase to Annuitants (COLA) from the Texas Municipal Retirement System plan for employees and retirees of the City of Kerrville

FOR AGENDA OF: October 26, 2010 **DATE SUBMITTED**: October 6, 2010

SUBMITTED BY: Kimberly Meismer, KM
Director of General Operations

CLEARANCES: Todd Parton,
City Manager

EXHIBITS: Ordinance

AGENDA MAILED TO:
APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

The Texas Municipal Retirement System (TMRS) is the administrator of the mandatory retirement benefit for the City of Kerrville employees.

During the budget process, staff and TMRS representatives presented the cost savings associated with terminating the Updated Service Credits (USC) for employees and the Cost of Living Adjustments (COLA) for retirees. The potential total savings is $490,000. Council agreed that the change was necessary in order to meet the needs of the budget for the FY11 fiscal year.

Council approved the FY11 budget in September with the forecasted TMRS contributions based on the termination of the USC and COLA.

RECOMMENDED ACTION

Approve the ordinance terminating the Annually Repeating 100% Updated Service Credit, including Transfers, and 70% of CPI Increase to Annuitants (COLA) to be effective January 1, 2011.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2010-_____

AN ORDINANCE TERMINATING THE AUTOMATICALLY REPEATING ALLOWANCE OF UPDATED SERVICE CREDITS AND INCREASED PRIOR AND CURRENT SERVICE ANNUITIES UNDER THE TEXAS MUNICIPAL RETIREMENT SYSTEM; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE

WHEREAS, the City Council of the City has heretofore adopted an ordinance under Section 853.404 of Subtitle G of Title 8, Texas Government Code, as amended (hereinafter referred to as the "TMRS Act"), authorizing the crediting of updated service credits (including updated service credits for transferred service) on an annual basis and increases in prior and current service annuities to retirees and beneficiaries of deceased members on an annual basis; and

WHEREAS, Subsection (e)(4) of Section 853.404 provides that such an ordinance ceases to be in effect for future years if the City adopts an ordinance stating that the previous order under Section 853.404 will cease to be in effect for future years; and

WHEREAS, the City Council desires to adopt an ordinance under Subsection (e)(4) of Section 853.404;

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

SECTION ONE. By this Ordinance, the City Council terminates the annually-repeating allowance of updated service credits (including updated service credits for transferred service) and the annually-repeating allowance of increases in prior and current service annuities to retirees and beneficiaries of deceased members as to all calendar years beginning after the effective date of this ordinance; provided, however, that nothing contained in this ordinance shall be deemed to preclude the City Council from again adopting an ordinance under Section 853.404 in the future.

SECTION TWO. Provided that a signed copy of this Ordinance has been furnished to the Texas Municipal Retirement System prior that date, this Ordinance shall become effective on December 1, 2010.

PASSED AND APPROVED ON FIRST READING, this the _____ day of _____, A.D., 2010.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2010.

_____
David Wampler, Mayor

APPROVED AS TO FORM:

Michael C. Hayes

ATTEST:

Brenda G. Craig, City Secretary

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Agenda Item:

(Staff)

6A. Receive update from city staff and consider direction to staff regarding amendments to Chapter 118, Article II, City Water Impoundment Regulations of the Kerrville Code of Ordinances.

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

SUBJECT: Receive a staff update and consider direction to staff regarding amendments to Chapter 118, Article II City Water Impoundment Regulations of the Kerrville Code of Ordinances.

FOR AGENDA OF: October 26, 2010 **DATE SUBMITTED**: October 21, 2010

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES: NA

EXHIBITS: Chapter 118, Article II City Water Impoundment Regulations

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

At a special meeting of the City Council held on October 7, 2010, staff was directed to amend those ordinances that prohibit or significantly limit development along the Guadalupe River Corridor. Pursuant to that direction, staff has been conducting a review of each of the relevant ordinances, specifically Chapter 118, Article II of the Kerrville Code of Ordinances. One of the primary factors that staff is considering is how negative impacts to water quality may be mitigated as development occurs immediately adjacent to the river and to the lake.

Methodologies to address point (gas station leaks, chemical spills, etc.) and non-point sources (pollutants that enter the storm water drainage system) is under consideration. One of the primary methodologies to be considered would be to regulate non-point sources of pollution by prohibiting the discharge of common storm water contaminants like trash, debris, yard waste, lawn chemicals, pet waste, wastewater, oil, petroleum products, cleaning products, paint products, hazardous waste, and sediment.

RECOMMENDED ACTION

Staff will brief the City Council on the progress to date and does not have a specific recommendation at this time. This agenda item also provides City Council the opportunity to deliberate this item and provide direction to staff.

ARTICLE I. IN GENERAL

Secs. 118-1—118-30. Reserved.

ARTICLE II. CITY WATER IMPOUNDMENT REGULATIONS

Sec. 118-31. Scope.

This article shall apply to:

(1) The waters of the Guadalupe River impounded behind the city impoundment dam and for a distance of 1.8 miles upstream of the dam; and

(2) The lands and easements owned by the city adjacent to and beneath the waters impounded by the dam.

(Ord. No. 2001-25, § 1(art. 9-XI-1), 12-11-2001; Ord. No. 2003-12, § 1(art. 9-XI-1), 5-27-2003)

Sec. 118-32. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City impoundment dam and *dam* mean the dam constructed within the Guadalupe River and located adjacent to the west line of the Walter Fosgate Survey No. 138, Kerr County, Texas, the centerline of such dam being south 40° east 2470 feet, more of less, from the southwest corner of such survey, within the incorporated limits of the city.

Impounded waters means the waters of the Guadalupe River impounded by the city behind the dam pursuant to the authority of TCEQ up to the level of 1622 feet above mean sea level.

Jugline means a free-floating main fishing line tied to a free-floating device.

Lake means that body of water impounded behind the dam for a distance of 1.8 miles upstream of the centerline of the dam.

Lakebed means those lands outside of the main Guadalupe River channel covered by the impounded waters when the water elevation at the dam is 1622 feet above mean sea level.

TCEO means the Texas Commission on Environmental Quality or its successor agency.

Throwline means a main fishing line with one end attached to a fixed anchor.

Trotline means a main fishing line with both ends free-floating and anchored in any manner.

Water treatment plant means the water treatment plant owned by the city and located on the south shore of the Guadalupe River adjacent to the dam.

Watercraft means any vessel, other than a seaplane, used or capable of being used for transportation on water regardless of the means of propulsion.

(Ord. No. 2001-25, § 1(art. 9-XI-2), 12-11-2001; Ord. No. 2003-12, § 1(art. 9-XI-2), 5-27-2003)

Cross reference—Definitions generally, § 1-2.

Sec. 118-33. Prohibited activities.

No person shall:

(1) Operate an internal combustion engine of a watercraft on the lake;

(2) Construct or maintain a dock, wharf, or other structure fixed into, resting upon, or located over the lakebed or fixed into, resting upon, or located over any other property owned by the city;

(3) Construct or maintain a dock, wharf, or other structure fixed into, resting upon, or located over any flood easement owned by the city that is upstream of the dam;

(4) Place, operate, or maintain a houseboat on the lake;

(5) Place, use, or maintain a trotline, throwline, or jugline at any location within the lake; or

(6) Swim, fish, or operate a watercraft within a distance of 200 feet from the raw water intake of the water treatment plant.

(Ord. No. 2001-25, § 1(art. 9-XI-3), 12-11-2001; Ord. No. 2003-12, § 1(art. 9-XI-3), 5-27-2003)

Sec. 118-34. Defenses.

It shall be a defense to section 118-33(1) if the person who is operating a watercraft equipped with an internal combustion engine is engaged in:

(1) A law enforcement activity;

(2) An effort to prevent the personal injury or death of a person in eminent danger of injury or death;

(3) Operation, maintenance, and/or monitoring of the water treatment plant, dam, or impoundment and the person is an employee, agent, or contractor of the city; or

(4) Is engaged in an activity that has been authorized by resolution of the city council.

(Ord. No. 2001-25, § 1(art. 9-XI-4), 12-11-2001; Ord. No. 2003-12, § 1(art. 9-XI-4), 5-27-2003)

Sec. 118-35. Penalties.

Conviction of a violation of this article shall constitute a misdemeanor punishable in accordance section 1-8.

(Ord. No. 2001-25, § 1(art. 9-XI-5), 12-11-2001; Ord. No. 2003-12, § 1(art. 9-XI-5), 5-27-2003)

Agenda Item:
(Staff)

6B. Update on zoning ordinance input committee's (ZOIC) recommendations regarding off-street parking standards and special development regulations.

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

SUBJECT: Discussion and possible action on the Zoning Ordinance Input Committee's Review of the City's Zoning Ordinance

FOR AGENDA OF: October 26, 2010 **DATE SUBMITTED**: October 15, 2010

SUBMITTED BY: Kevin Coleman **CLEARANCES:** Kristine Ondrias

EXHIBITS: A – Proposed Changes to Off-street Parking Requirements
B – Proposed Special Development Regulations for Certain Uses

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:
APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE:

SUMMARY STATEMENT

On September 14, City Council reviewed a variety of recommendations from the Zoning Ordinance Input Committee (ZOIC). Upon its review, City Council asked the Committee to reconsider a number of issues in order to clarify its recommendation. The Committee has completed its review of those issues.

This agenda item is meant to provide City Council with an update on that review and present changes in the proposed standards and language in the Committee's original recommendation. The attached exhibits highlight the revisions made by the committee where applicable.

Upon its review, City Council will be asked for direction on the adoption of ordinance changes recommended by the committee.

Proposed Off-Street Parking Regulations - City Wide
The committee originally proposed changes to Article 20 of the existing ordinance dealing with off-street parking standards within the City. The committee has reviewed and, in places, redrafted its original recommendation based on Council questions concerning:

- Prohibiting the use of string lights for required lighting,
- Locating stacking lanes for dirve through facilities,
- Defining a minimum parking requirement for 'miscellaneous uses,' and

- Removing some redundant language.

ZOIC's revision is included for Council review as Attachment A.

Staff recommends moving forward with the adoption of the proposed standards as a new Article 20 within the existing ordinance, replacing the existing standards.

Proposed Special Development Regulations for Certain Commercial Uses

The existing ordinance contains specific development standards for certain land uses fuel sales, mini-warehouses, and child (day) care centers, car washes and auto repair/oil change shops. The committee has reviewed and redrafted its original recommendation based on Council questions concerning:

- Minimum lot sizes,
- Site plan requirements,
- Seperation and screening requirements where uses are located next to residential districts,
- Use restriction in proximity to flood plain and city water supply,
- Design criteria for ministorage units, and
- Signage requirements.

ZOIC's revision is included for Council review as Attachment B.

Staff recommends adoption of the proposed standards as an amendment to Article 19 of the existing ordinance. New standards proposed would be added to the article, while revised standards would replace the existing. The current standards for group homes will be retained until revised as part of the revision of the residential districts of the ordinance.

Proposed Public Vetting and Adoption Process of Amendments

Staff recommends initiating the adoption process for the proposed changes to the city's off-street parking regulations, and the proposed changes and additions to the special development regulations for certain use as proposed by the Zoning Ordinance Input Committee. Staff recommends the following steps in that adoption process:

- Review of amendment language by the City Attorney
- ZOIC presentation of recommendations to Planning and Zoning Commission
- Public Input Session targeted at proposed parking and special development standards
- ZOIC review and incorporation of commission and public comment
- Planning and Zoning Commission public hearing and recommendation
- City Council public hearing and adoption

Specific workshops involving City Council, ZOIC and/or the Planning and Zoning Commission will be added at Council direction at any point in the process.

RECOMMENDED ACTION

Council is asked to review the information presented and, after any needed discussion, provide staff direction on how to move forward.

Ex. A

OFF-STREET PARKING AND LOADING REGULATIONS

ZOIC REVIEWED 10-04-10

GENERAL PARKING REGULATIONS

OFF-STREET PARKING REQUIRED

Off-street parking spaces shall be provided in conformance with these regulations whenever a use is established or enlarged. Required spaces shall be on the building site of the use for which they are provided, unless otherwise permitted and may be provided in either surface parking areas or garages. Whenever there is a change in use, in floor area or in any other unit of measurement used to determine the requirements for off-street parking spaces, additional spaces shall be provided on the basis of the increased requirement.

USE OF REQUIRED SPACES

Required off-street parking and loading spaces shall be used only for their respective purposes and shall not be used for storage or display of vehicles or trailers for sale or rent, the storage or display of other goods, materials or products or the location of refuse storage containers. No required parking space may be placed in front of an overhead door or other point used for vehicular access.

SUBMISSION OF PLANS

Applications for building permits and Certificates of Occupancy shall include parking plans showing the design of off-street parking areas, including the layout of spaces, aisles and the location of ingress and egress points. Parking plans shall be approved by the Development Review Committee. Submission of a parking plan may be waived when it is not necessary to determine compliance with requirements.

ENCROACHMENT ON EASEMENTS AND RIGHTS-OF-WAY

No portion of any private parking space, lot or facility may encroach on any easement or right-of-way, unless authorized by law, ordinance, regulation or written agreement of the governmental or private entity which owns or otherwise has jurisdiction over the easement or right-of-way.

CALCULATIONS

The following rules shall apply in computing the parking requirement.

1. **Combination Uses** When a building site is used for a combination of uses, the parking requirement shall be the sum of the requirements for each type of use.

2. **Floor Area** Floor area shall mean gross square footage, except in the case of office and retail type uses where areas used for nonpublic purposes, such as storage, incidental repair, processing or packaging, show windows, offices incidental to management or maintenance, restrooms, or utility rooms, may be discounted, but shall require one space per 750 square feet of such use.

3. **Continuous Seating** When seating is provided on benches or pews, each 18 inches of such seating shall be counted as one seat for the purpose of calculating the parking requirement.

4. **Fractions** When a calculation results in the requirement of a fractional space, a fraction of less than one-half shall be disregarded and a fraction of one-half or greater shall require one parking space.

APPLICATION TO EXISTING BUILDINGS

If the use of a building is changed to a different use which pursuant to this section requires more off-street parking than currently exists, then;

1. The new use may not commence until the required additional off-street parking is provided, if the building is not located in the Central Business District; or
2. If the building is located in the Central Business District and the new use does not require an enlargement of that encompassed by the exterior walls of the building, the new use may commence without adding the off-street parking which would otherwise be required by this section. **(language clarified)**

PARKING LAYOUT AND CONSTRUCTION STANDARDS

Every parcel of land hereafter used as a public or private parking area, including commercial parking lots and vehicular display/storage areas, shall be developed and maintained in accordance with the following requirements.

MINIMUM SIZE AND SETBACKS

Each parking space shall be a minimum of 9 feet by 19 feet, exclusive of access drives and aisles. The 19 foot depth may include a 2 foot overhang over a paved, stoned, mulched or grassy area which is free of obstructions or over a sidewalk, provided that at least 3 feet of sidewalk remains unobstructed for pedestrian movement. No space shall overhang a property line, a right-of-way line, or a landscape area which is included as part of a minimum landscape requirement. Every space shall be at least 11 feet from the curb line of a public or private street.

1. **Wheel Stops** In any parking space which faces toward a property line or a building, a wheel stop and/or curb shall be provided which prevents a vehicle from extending across the property line or hitting the building.

2. **Parallel Parking** The minimum paved dimension for a parallel parking space shall be 9 feet by 23 feet.

ACCESS

There shall be adequate provision for safe, efficient ingress and egress to all off-street parking spaces, parking stalls may not be designed to be directly accessed from any street. All parking stalls must be accessible by means of a driveway, aisle or other maneuvering space; no parking space may require the use of a public right-of-way or a private street for the maneuvering of a vehicle in entering or leaving the space.

1.	**Aisle Width**	The standard parking aisle width shall be a minimum of 24 feet, provided that a reduced width may be approved by the Development Review Committee when the parking layout includes angled parking, one-way aisles or other special features which comply with other applicable City standards and generally accepted practices of parking lot layout.
2.	**Fire Lanes**	When a parking aisle is also serving as a fire lane, then the aisle must meet the minimum width, radius and construction standards for a fire lane, if these are greater than the requirements for a parking aisle.
3.	**Residential Alleys**	No access from a nonresidential use shall be permitted to or from an alley serving a residential district.

DRIVE THROUGH FACILITIES

Any facility offering drive-through service shall provide stacking lanes which are a minimum 9 feet in width and which provide direct forward access to each service window, station or other point of service. Such stacking lane shall be marked and shall be separate from any other driveway, parking space or aisle **and shall not interfere with any required parking, ingress or egress (language added).** Stacking lanes shall be measured from point of service and shall provide 20 feet per vehicle. Common stacking lanes for several service points may be used for financial and restaurant uses, provided that separate stacking for at least 3 vehicles is provided for each point of service before stacking is merged into a common lane.

1.	**General**	Unless otherwise specified below, each service point shall be provided with a stacking lane for a minimum of 3 vehicles.(Example: pharmacy, dry cleaner, beverage barn)
2.	**Financial**	Each teller station at a drive-through financial institution shall be provided with a stacking lane for a minimum of 5 vehicles.
3.	**Restaurant**	Each remote ordering station and each service window at a restaurant with drive-through service shall be provided with a stacking lane for a minimum of 5 vehicles.

SURFACING

All parking spaces and access drives shall be surfaced with asphalt or concrete pavements or alternative approved surface. All pavement must be of sufficient strength to support the vehicular loads imposed on it and shall be so graded and drained to dispose all surface water in accordance with requirements of the City of Kerrville and shall be marked to provide for orderly and safe loading, unloading, parking and storage of vehicles. All surfaces shall be maintained in good condition, generally free of potholes, cracks or broken pavement and allowing uninhibited access to all parking and loading spaces or drives.

LIGHTING

All parking areas in a nonresidential district which are used after dark shall be illuminated beginning one-half hour after sunset, continuing throughout the hours of use. If only a portion of the parking area is offered for use after dark and is clearly marked, then only that part is required to be illuminated in accordance with these standards. Lighting shall meet the following minimum standards;

Intensity	An average of at least one foot candle, initial measurement, and at least one-half foot candle on a maintained basis on the parking lot surface. A minimum at any point of at least 0.3 foot candle initial and at least 0.2 foot candle maintained 1/3 of the average, whichever is greater.
Fixtures	Light sources shall be indirect, diffused or shielded type fixtures to deflect the light from adjoining properties in residential districts and from boundary streets. Fixtures shall be mounted to buildings or on poles. Bare bulbs and strings of lights are prohibited **for use as permanent and required lighting (language added)**

PARKING REDUCTIONS AND SPECIFIC EXCEPTIONS

PARKING REDUCTION FOR MANUFACTURING AND WAREHOUSE USES

To allow a reduction in the parking requirement. Approval of a reduction in required parking shall primarily be considered for manufacturing and/or warehousing uses and shall be justified based on the amount of floor area per employee; the proportion of floor area occupied by machinery, equipment and storage; and/or the maximum employment. The potential impact of conversion to a more employee-intense use in the future should also be considered.

SPECIAL/SPECIFIC EXCEPTIONS

The Board of Adjustment may authorize the following exceptions, where it finds that the peculiar nature of the use, the shape or size of the property or other exceptional conditions would justify such action and could be accommodated without adverse impacts on adjacent properties or the surrounding neighborhood.

OFF STREET PARKING

To allow required parking spaces to be provided on a building site other than that for which the spaces are required. In general, such exception may be considered for employee parking or for institutional type uses such as hospitals, churches, or other uses where longer term parking is common. A permanent and irrevocable easement of the parking facilities in favor of the premises to be benefited thereby shall be dedicated and recorded in the Kerr County Clerks office as a condition of such use and a copy submitted to the City.

JOINT USE PARKING

To allow joint use or collective parking. Joint use parking shall mean that required spaces provided for one use may also be credited as required spaces for a

complimentary use. A permanent and irrevocable easement of the parking facilities in favor of the use to be benefited thereby shall be dedicated and recorded in the Kerr County Clerks office as a condition of such use and a copy submitted to the City.

The following definitions and examples shall be used as guidelines in considering requests for joint use parking.

1.	**Complementary**	Complementary uses are uses which generally operate at different time periods, so that one use is inactive when the other is active.
2.	**Joint Use**	The percentage or number of spaces which is allowed to be shared, used jointly, should be related to the proportion or number of spaces which will be available during the period of relative inactivity.
3.	**Examples**	If an office parking lot is generally 90% vacant in the evenings and on weekends, then 90% of the spaces might be credited as also providing the parking for a church which operates primarily in the evenings and on weekends. Or, if a church parking lot is generally 50% vacant on weekdays, then 50% of the spaces might be credited as also providing the parking for an office which operates only on weekdays. Theaters and other evening/weekend entertainment uses may be another example of a use that might share parking with an office, bank, church or other complementary use.

NUMBER OF PARKING SPACES REQUIRED

The following regulations shall apply in determining the number of parking spaces required for a specific use or combination of uses.

LISTED USES

For nonresidential uses, each category is assigned a "Parking Standard". The number of off-street parking spaces required for a specific nonresidential use shall be determined by reference to the *schedule of permitted uses* and the Table of Parking Standards, below.

USES NOT LISTED

For any use not listed, or where the listed standard is not applicable in the judgment of the Development Review Committee, the parking requirements shall be established using the requirement of a similar use which is listed or an applicable standard from another source. Such determination by the Development Review Committee may be appealed to the Planning and Zoning Commission.

HANDICAPPED PARKING

Parking for the handicapped and disabled shall be provided as part of the required parking in accordance with the requirements of the Americans with Disabilities Act.

TABLE OF PARKING STANDARDS

Land Use	Minimum Number of Parking Spaces
Retail Trade Retail, Personal Services Retail Large Item Outdoor storage/sales area	One parking space per each 300 square feet of floor one space per 250 sq feet one space per 400 sq feet one space per 2000 sq feet
Transportation Terminals Miscellaneous	One parking space per each 100 square feet of floor area. **One space per 250 sq feet, or** The parking requirement shall be established by the Development Review Committee, using the standard of the use most similar to the use as outlined above or an applicable standard form another source. The requirement established by the DRC may be appealed to the Planning and Zoning Commission
Vehicle Repair Auto Repair and Maintenance, except Car Washes	a. one parking space per each repair stall (the repair stall cannot count as a parking space); plus b. the number of parking spaces required for whatever office floor area there may be a. three parking spaces per each repair stall (the repair stall cannot count as a parking space); plus b. the number of parking spaces required for whatever office floor area there may be.
Vehicle, Equipment, and Manufactured. Home Sales Outdoor storage/sales area	a. one parking space for each 200 square feet of office and showroom space; plus b. the number of required spaces for vehicle repair, if also part of the sales business one space per 2000 sq feet
Warehouse and Distribution	a. one space for each 1000 square feet of warehouse space; plus b. the number of required spaces for whatever office space there may be One space per each 1000 sq feet of gross floor area, plus one space per each 300 square feet of office floor area.

OFF-STREET LOADING REQUIREMENTS
In any nonresidential district, in connection with any building or part thereof hereafter erected or altered which is to be occupied by uses requiring the receipt or distribution by truck of materials or merchandise, there shall be provided and maintained, on the same lot with such building, off-street loading spaces.

DIMENSIONS
Each loading space shall be not less than 10 feet in width, 25 feet in length with a height clearance of not less than 14 feet.

LOCATION
Such space may occupy all or part of any required side or rear yard except the side yard along a side street in the case of corner lots. In no event shall any part of a required front yard be occupied by such loading space.

DISTANCE
No such space shall be closer than 50 feet to any lot located in any residential district, unless wholly within a completely enclosed building or unless enclosed on all sides by a masonry wall not less than six feet in height.

EX. B

Art. 11-I-19 SUPPLEMENTARY DEVELOPMENT REQUIREMENTS
ZOIC REVIEW NOTES IN BLUE

Supplementary development requirements are use specific development requirements that are in addition to the zoning district development standards. These development requirements were established to assure compatibility with the adjacent zoning district and land uses as well as the public need and the City's orderly development.

A. **Gasoline Sales:** Automobile services stations and other gasoline sales uses, except the sale of aviation fuel at an airport, shall comply with the following requirements;

1. A minimum street frontage of 120-feet is required. Minimum lot size removed.
2. The primary use of a gasoline/fuel sales establishment in any district in which it is permitted shall be the sale of gasoline with incidental sales of sundries. The operation of a convenience store shall be permitted in conjunction with gasoline sales. Vehicle sales and repair shall not be considered an accessory use. Automated car washes, as an accessory use, may be permitted.
3. No outdoor sales or storage shall be permitted in conjunction with gasoline sales facilities.
4. Pump islands shall be located a minimum 25-feet from any street right-of-way.
5. Pump islands shall be located a minimum 100-feet from any residential district. Retain requirement.
6. The location of the refueling area shall be located a minimum of 100-feet from any residential district and 25-feet from any street right-of-way. In addition, an area must be provided for the refueling truck outside the required drive aisles, fire lanes and required parking. Retain requirement
7. Any canopy placed over the pump island may not extend closer than 15-feet to any street right-of-way.
8. An eight (8) foot solid fence shall be provided along any property line adjoining a residential district. Retain requirement.
9. All lighting shall be designed and installed to prevent glare or excessive light spillover onto adjacent properties.
10. Signage shall comply with the City's Sign Regulations existing at the time of permitting and installation, except canopy signage. Canopy signs shall be limited to 25% of the canopy face and shall be limited to two (2) sides.
11. All self-service facilities shall provide an emergency shut-off switch, to completely eliminate the flow of gasoline from all pumps in an emergency situation.
12. Clarify to read
    This use:
    Is prohibited within100-feet of the 100 year flood plain, or
    Requires a CUP within 500-feet of the 100 year flood plain, and
    Additionally, this use:
    Requires a CUP within 1000-feet of the UGRA Lake/City impoundment area. This requirement is
    i. based on FEMA map at time of development.
    ii. measured to the property line.

B. **Mini-warehouses and Self-Storage Units:** Shall mean those facilities designed for self-storage by patrons in individual, compartmentalized, controlled access stalls or lockers. Such development shall comply with the following requirements;

(a) Use, Parking and Access:

1. An approved development site plan per Article 11-I-15(II), regardless of lot size or base zoning shall be required. Remove requirement
2. Mini-warehousing shall be used for storage purposes only, and not for any other use, processing, services or activities. Outdoor storage is prohibited in conjunction with this use.
3. The use may include recreational vehicle, boat and automobile storage, provided that the storage area is screened from view and paved. The site plan/concept plan must show the designed parking/storage area at the time of project submittal. No outdoor parking/storage of recreational vehicles or boats shall be allowed within 50-feet of any residential district. Modify restriction to outdoor storage only
4. One apartment shall be permitted for use by an on-site manager/security guard.
5. All drives, parking, loading and vehicle circulation areas shall be paved in accordance with City specifications.
6. One parking space shall be required in the office/apartment area for each 10,000 square feet of floor area in the miniwarehouse development. (These spaces are in addition to the required loading areas).
7. A continuous marked fire lane is required throughout the project.
8. A continuous loading area, a minimum 8-feet in width, shall be provided for parking and loading in addition to the fire lane along any building face where there is access to the storage units.

(b) Design Criteria:

1. The minimum separation between buildings shall be 20-feet, provided that additional separation will be necessary where loading areas and fire lanes are required.
2. Projects shall be designed with solid exterior walls with no openings, so that access doors to the storage units are not visible from the public sides of the project. Buildings shall be connected by masonry walls, 8-feet in height, designed to match the buildings exterior except at the entrance area, where wrought iron fencing may be used.
   Simplify to:
   Public access doors to the storage units shall not be visible from the public ROW.
3. the leasing office, manager's apartment shall be 100% masonry with a "residential-style" design, including materials, doors, windows, roofing, roof pitch, etc., typically used in residential design and construction and shall not exceed one-story in height if adjacent to a residential district.
   Simplify to:
   The leasing office and/or manager's apartment shall not exceed one-story in height
4. The building exterior shall be 100% masonry and shall include design features to break up long facades.

Simplify to:
Building facades visible from public ROW shall not be wood or vinyl siding, but shall be minimum 8-feet in height and shall include design features to break up long facades. .

5. The maximum height adjacent to a residential district shall be one-story, generally limited to a maximum of 15-feet. Increase height restriction to 15-foot
6. Signage shall be limited to wall and monument signs, no pole signs shall be permitted. Remove requirement.
7. Lighting shall be installed with no fixtures extending above the rooflines and/or shining toward a residential district.

C. **Day Care Services (Includes Adult):** A facility providing care, supervision and guidance to an unaccompanied person for a period less than 24 hours per day. The term includes nursery schools, preschools, day care centers and other similar uses. Day care facilities shall comply with the following requirements;

1. An approved development site plan per Article 11-I-15(II), regardless of lot size or base zoning shall be required. Remove requirement.
2. All day care facilities shall meet minimum state requirements for such facilities.
3. Requires a circular or similar drive, covered at the entrance with loading/unloading space for 2 vehicles. (Not required in multitenant buildings.)
4. No portion of any play or instruction area shall be located within the required front yard setback and/or exterior side yard setback.
5. An 8-foot solid fence shall be provided along any property line adjoining a residential district. Retain requirement.
6. Signage shall be limited to monument style signs as defined in the City's Sign Regulations. Remove requirement.

D. **Automotive Repair and Maintenance and Automotive Oil Change and Lubrication Shops:** Facilities primarily engaged in providing a wide range of mechanical and electrical repair, maintenance services, diagnostic services, changing motor oil and lubricating automotive vehicles, such as passenger cars, light (pickup) trucks and vans shall comply with the following requirements;

1. All maintenance shall be performed entirely within the bays of the maintenance facility.
2. No outdoor storage of vehicle parts or supplies, including, but not limited to, tires, petroleum products, etc., shall be permitted.
3. Maintenance facilities shall be located a minimum 100-feet from any residential district.
4. Incidental functions such as air compressors shall be setback a minimum 25-feet from any street right-of-way, a minimum 50-feet from any side or rear property line and 100-feet from any residential district.
   Clarify to:

Unless placed within primary structure, incidental equipment (such as air compressors, pumps, or waste material storage) shall be placed in a designated area setback a minimum 25-feet from any street right-of-way, a minimum 50-feet from any side or rear property line and 100-feet from any residential district.

5. An 8-foot solid fence shall be provided along any property line adjoining a residential district. Retain requirement
6. Vehicles waiting for repair shall be located in a secure area on the site, no off-site or on street parking or storage shall be permitted.
7. Signage shall comply with the City's Sign Regulations existing at the time of permitting and installation.
8. Clarify to read:
   This use:
   Is prohibited within100-feet of the 100 year flood plain, or
   Requires a CUP within 500-feet of the 100 year flood plain, and
   Additionally, this use:
   Requires a CUP within 1000-feet of the UGRA Lake/City impoundment area. This requirement is
   i. based on FEMA map at time of development.
   ii. measured to the property line.

E. **Car Washes (Self-Service and Unattended):** A facility primarily used for washing, drying, polishing or vacuuming of passenger vehicles, recreational vehicles or other light duty equipment. Car wash developments shall comply with the following requirements, except as accessory uses;

1. Car wash facilities must be designed with and utilize water recirculation systems.
2. Incidental functions such as vacuums and air compressors shall be setback a minimum 25-feet from any street right-of-way and a minimum 50-feet from any side or rear property line and 100-feet from any residential district.
3. An 8-foot solid fence shall be provided along any property line adjoining a residential district. Retain requirement.
4. All lighting, including lighting for wash bays and canopies, shall be designed and installed to prevent glare or excessive light spillover onto adjacent properties.
5. Signage shall comply with the City's Sign Regulations existing at the time of permitting and installation, except canopy signage. Canopy signage shall be limited to 25% of the canopy face and shall be limited to two (2) sides.
6. Clarify to read
   This use:
   Is prohibited within100-feet of the 100 year flood plain, or
   Requires a CUP within 500-feet of the 100 year flood plain, and
   Additionally, this use:
   Requires a CUP within 1000-feet of the UGRA Lake/City impoundment area. This requirement is
   i. based on FEMA map at time of development.
   ii. measured to the property line.

SUPPLEMENTARY DEVELOPMENT REQUIREMENTS adopted by separate ordinance

Small Wind Energy Systems: A small wind energy system is a mechanical system, whether connected to an electrical utility grid or not, consisting primarily of a tower or roof-mounted anchoring system, rotor, blades, and a generator that is designed for the purpose of converting and then storing or transferring energy from the wind into useable forms of energy. Small wind energy systems shall be regulated in accordance with Ordinance No. 2002-11, as adopted by City Council on June 11, 2002.

Sexually Oriented Businesses: Sexually oriented businesses refers to adult entertainment that shall include, but not be limited to, an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult tanning salon, adult theater, escort agency, nude modeling studio, sexual encounter center, or any other commercial enterprise, the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer. Sexually oriented businesses shall be regulated in accordance with Ordinance No. 2003-27, as adopted by City Council on December 9, 2003.

Wireless Telecommunication Facilities: Wireless telecommunication facility (WTF) refers to a structure designed and constructed to support one or more antennas used by commercial wireless telecommunication or broadcasting facilities and including all appurtenant devices attached to it. A tower can be freestanding (solely self-supported by attachment to the ground) or supported (attached directly to the ground and with guy wires), or lattice or monopole construction. This definition includes satellite dishes, microwave-transmitting towers, and WTF's attached to or supported by buildings. Wireless telecommunication facilities (Cellular Antennas) shall be regulated in accordance with Ordinance No. 2003-35, as adopted by City Council On December 9, 2003.

Amateur Radio Antennas: An amateur radio antenna (ARA) is defined as an antenna used for transmitting and/or receiving by a licensed or unlicensed amateur radio operator and includes the actual tower, support structure and related equipment. Amateur radio antennas (ARA's) shall be regulated in accordance with Ordinance No. 2005-11, as adopted by City Council on September 13, 2005.

Agenda Item:
(Staff)

7A. Library renovation update.

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

SUBJECT: Update on Library renovation project.

FOR AGENDA OF: October 26, 2010 **DATE SUBMITTED**: October 12, 2010

SUBMITTED BY: Kimberly Meismer, Director of General Operations **CLEARANCES:** Todd Parton, City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Jeana Krause, Executive Director of the Mary Elizabeth Holdsworth Library Foundation will discuss the following items:

- Foundation joined Chamber of Commerce and participated in Showcase 2.1.
- Received $10,000 donation from Friends of the Library.
- With the selection of the Foundation as the Charity Ball's recipient for 2011 and the need to create capital campaign materials, further development of the campus and playground is necessary. A Playground Task Force has been formed and members are: Victoria Wilson - Board President, Lisa Earl - Board Member and Hill Country Charity Ball member, Peter Lewis - Architect, Kim Meismer – Kerrville Director of General Operations, Mary Meyers - Kerrville Acting Library Director, Malcolm Matthews – Kerrville Director of Parks & Recreation.
- New Board Member Appointed: Jo Ann Henke Redden- Columbia University Graduate, Tivy High School Graduate, Early Montessori trained teacher - trained in New Jersey with Maria Montessori, lifelong resident of Kerr County with husband who was a veterinarian, and life long library user.

RECOMMENDED ACTION

For information only, no action is recommended at this time.

Agenda Item:

(Staff)

7B. Update regarding Lower Colorado River Authority Transmission Services Corporation's (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354).

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

SUBJECT: Update regarding Lower Colorado River Authority Transmission Services Corporation application for the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354).

FOR AGENDA OF: October 26, 2010 **DATE SUBMITTED**: October 21, 2010

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

City Staff will provide on update regarding the CREZ Project.

RECOMMENDED ACTION

No additional action is required at this time.

Agenda Item:

(Mayor Wampler)

7C. Update regarding planning and preparation for a 2011 July 4th celebration.

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

SUBJECT: 2011 4th of July Celebration Planning Update

FOR AGENDA OF: October 15, 2010 **DATE SUBMITTED:** October 26, 2010

SUBMITTED BY: Mindy N. Wendele, Director of Business Programs **CLEARANCES:** Todd Parton, City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The 4th of July committee has met numerous times to discuss the 2011 4th of July event concerning partnerships, activities, scheduling and logistics. During the September 28, 2010 city council meeting, Council asked staff to present a basic plan for the annual event. Staff will discuss the event plan, activity locations, budget requirements and volunteer participation.

RECOMMENDED ACTION

Support recommended actions and approve plan.

Agenda Item:

(Staff)

7D. Kerrville budget/economic update.

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: October 26, 2010 **DATE SUBMITTED**: October 15, 2010

SUBMITTED BY: Mike Erwin
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Economic Update
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

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

RECOMMENDED ACTION

No action required information purposes only.

CITY OF KERRVILLE
ECONOMIC UPDATE AS OF OCTOBER 20, 2010

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	9.60%	9.60%	9.80%	↔	September
Consumer Confidence	48.5	53.2	53.4	↓	September
1 year T-Bills	0.22%	0.25%	0.38%	↓	10/20/10
State					
Monthly Unemployment	8.40%	8.50%	8.10%	↔	August
Monthly Sales Tax	$1,571.3m	$1,766.7m	$1,471.7m	↑	September
Local					
Monthly Unemployment (Kerr Co.)	6.20%	6.20%	5.80%	↔	August
Median Listing Price	$219,000	$208,000	$229,000	↑	9/30/10
Monthly Sales Tax	$369,251	$372,641	$359,469	↑	October
Monthly EIC Tax	$184,602	$186,320	$179,735	↑	October
Monthly HOT	$69,839	$98,775	$74,767	↓	September

	FY10 Budget	FY10 as of 9/30/2010	FY10 % Received	FY09 as of 9/30/2009	FY09 % Received
General Fund					
Tax Revenue	$15,055,218	$14,266,127	94.76%	$15,323,174	97.64%
Property Tax	$8,468,618	$8,202,755	96.86%	$8,306,611	100.80%
Sales Tax	$4,624,000	$4,489,767	97.10%	$5,017,127	97.91%
Permits & Fees	$370,750	$324,735	87.59%	$416,882	96.21%
Intergovernmental	$695,156	$683,167	98.28%	$833,660	99.90%
Service Revenues	$3,311,183	$3,307,258	99.88%	$3,271,836	99.75%
Grant Revenue	$10,000	$10,525	105.25%	$39,657	129.73%
Fines & Forfeitures	$504,510	$506,756	100.45%	$505,465	117.78%
Interest & Misc.	$460,211	$527,982	114.73%	$424,044	89.17%
Transfers In	$1,260,825	$1,168,902	92.71%	$887,050	100.06%
Total General Fund	$21,667,853	$20,795,453	95.97%	$21,701,767	98.36%
Water/Sewer Fund					
Water Sales	$5,060,000	$4,492,171	88.78%	$4,847,039	106.20%
Sewer Sales	$3,900,000	$3,702,346	94.93%	$3,415,190	96.31%
Other Revenue	$669,500	$883,167	131.91%	$825,706	114.61%
Total Water & Sewer Fund	$9,629,500	$9,077,683	94.27%	$9,087,935	102.91%