

AGENDA FOR ANNUAL MEETING

CITY OF KERRVILLE, TEXAS

ECONOMIC IMPROVEMENT CORPORATION

MONDAY, July 16, 2012, 4:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

**AGENDA FOR REGULAR MEETING OF THE
CITY OF KERRVILLE, TEXAS
ECONOMIC IMPROVEMENT CORPORATION
MONDAY, JULY 16, 2012, 4:00 P.M.
KERRVILLE CITY HALL COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS**

CALL TO ORDER

INVOCATION

1. VISITORS/CITIZENS FORUM:

Any citizen with business not scheduled on the agenda may speak to the corporation. No deliberation or action can be taken on these items because the Open Meetings Act requires an item be posted on an agenda 72 hours before the meeting. Visitors are asked to limit their presentation to three minutes.

2. APPROVAL OF THE MINUTES:

2A. Minutes of the joint meeting with the City Council on June 12, 2012 and the regular meeting held June 18, 2012.

3. MONTHLY REPORTS:

3A. Monthly financials for June 2012. (Erwin)

3B. Capital projects update. (Wendele)

4. PUBLIC HEARING AND POSSIBLE ACTION:

4A. Nature Blinds, LLC's request for funding agreement for business expansion project in the amount of \$730,000.00. (Wendele)

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Consider and approval of Fiscal Year 2013 Budget. (Erwin)

5B. Presentation and funding request from Hill Country District Junior Livestock Association for improvements to Kerr County Ag Barn. (Wendele)

5C. Proposed Project Updates:

- Golf course pavilion and parking;
- Soccer fields improvements; and
- Downtown Wi-Fi.

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time: July 13, 2012 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown

Deputy City Secretary, City of Kerrville, Texas

5D. Review of EIC Funding Agreements for Performance and Clawbacks. (Rickert)

6. INFORMATION AND DISCUSSION:

6A. Update regarding River Trail and Parks projects. (Rickert)

6B. Update on Kerrville Economic Development Corporation and introduction of new staff member. (Don Barnett)

6C. Update regarding "Go" Team activities. (Wendele)

6D. Proposal to merge Kerrville Economic Development Corporation (KEDC) and the Kerrville Convention and Visitors Bureau (KCVB). (Wampler)

7. EXECUTIVE SESSION:

The Economic Improvement Corporation Board of Directors 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 matters:

Sections 551.071 and 551.087:

- Nature Blinds, LLC's request for funding agreement for business expansion project in the amount of \$730,000.00. (Wendele)
- Funding request from Hill Country District Junior Livestock Association for improvements to Kerr County Ag Barn. (Wendele)

8. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

9. ADJOURNMENT

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time: July 13, 2012 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Minutes of the joint meeting with the City Council on June 12, 2012 and the regular meeting held June 18, 2012.

MINUTES OF THE KERRVILLE CITY COUNCIL AND
CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT COPORATION
JOINT MEETING
JUNE 12, 2012

On June 12, 2012, a joint meeting of the Kerrville City Council and the Economic Improvement Corporation was called to order by Mayor Pratt and EIC Chairman Wampler at 9:00 a.m. in the city hall council chambers, 800 Junction Highway.

COUNCIL MEMBERS PRESENT:

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

COUNCIL MEMBER ABSENT:

Gene Allen	Councilmember
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EIC MEMBERS PRESENT:

David Wampler	President
Kenneth Early	Vice-President
Gary Cochrane	Board Member
Larry Howard	Board Member
Stacie Keeble	Board Member
Polly Rickert	Board Member

EIC MEMBER ABSENT:

Rex Boyland	Secretary
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STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Travis Cochrane	Director of Information Technology
Mindy Wendele	Director of Business Programs
Mike Erwin	Director of Finance
Kim Meismer	Director of General Operations
John Young	Police Chief
Malcolm Matthews	Director of Parks and Recreation

2. DISCUSSION AND CONSIDERATION OF FUTURE ECONOMIC PROJECTS:

Mr. Parton reviewed current activities and projects and noted that the debt issuances that were recently passed had been structured such that debt service would be at or below EIC's existing debt payments. The strategic plan looked at balancing the needs of the community, i.e. quality of life, business development, and business enhancement with the resources available, including using EIC funds to leverage debt service to cover projects such as Louise Hays Park improvements and the river trail.

City Council, EIC, and staff discussed the following points related to each subject:

2A. Scott Schreiner Municipal Golf Course pavilion and parking improvements

- Improvements such as a pavilion and parking lot, estimated at \$250,000 each, would ensure that the golf course remained competitive and attracted visitors; also could accommodate larger tournaments and events.
- EIC had funded the 1998 redesign of the golf course in 1998.
- A pavilion was part of the golf course master plan.
- Estimated that the golf course had gained \$200,000 this year as a result of Fredericksburg's golf course being temporarily closed for reconstruction; these gains could be used to fund a pavilion and parking lot improvements.
- Two flag poles could be installed at a cost of \$7,000-10,000.
- Discussed closing Country Club Lane, but it was the only access to a private home next to the golf course.

2B. Soccer field(s) improvements

- Limitations and inadequacies of the existing soccer facility and possible improvements and expansion that would enhance local play and accommodate larger tournaments; potential economic benefit to community.
- Improvements/expansion to the existing building and facility could trigger ADA requirements.
- The two soccer associations currently leasing the existing facilities provide maintenance of the fields and facilities in exchange for free use of the property; city is responsible for fencing and gates, estimated cost to the city less than \$10,000 annually on the entire complex.
- Staff presented a list of possible improvements noting items 1-9 were suggested priorities by the two soccer associations, and the city could do item 10; items 12 and 13 were needed to attract larger tournaments.
- Improvements discussed were: new building, site work, parking lot upgrade, utility extensions, field and drainage improvements, entryway improvements, security lighting upgrades and field lighting, irrigation improvements, shade structures, and signage.
- Effluent water for field irrigation provided by the city at a nominal fee; expansion of the fields may increase cost to the soccer associations, but they were requesting the expansion.
- The city proposed to do the parking lot improvements in-house; other projects would be contracted.
- Under the lease agreement, any improvements made by the soccer associations belong to the city when the leases expire.
- Existing facilities were fully utilized and available for community use.
- Potential to merge soccer facility and city farm (90 acres owned by the city) and the little league fields on Highway 27 (county-owned) to create a multi-use athletic complex; properties were contiguous but topography could create issues.

2C. Baseball/softball sports complex

- An individual may be interested in providing some funding toward the construction of a baseball/softball sports facility, but no firm commitment.
- Discussed possible locations including 86 acres on Peterson Farm Road currently owned by EIC, topography challenges; staff to report back on feasibility of location and potential cost.

- Possible expansion of existing Little League fields on Hwy. 27; see what their needs are.
- Is the market too saturated to support another tournament/competition style sports complex in Kerrville?

2D. Downtown Wi-Fi

- Discussed plan to install several wireless access points in the downtown area for public access; good amenity for people doing business in downtown; could cover six block area but phase in project in stages; possible cost \$100,000.
- Not intended to replace wireless services for downtown businesses.
- Staff to investigate and report findings; should include equipment purchase, installation, maintenance, updates, and on-going costs.

2E. Downtown boardwalk project

- Noted that project was underway to bury the utility lines behind the buildings on the river side.
- Need lighting for boardwalk and pavilion; staff noted the city and KPUB were working on lighting.
- Possible easterly extension of the boardwalk; drainage and erosion issues to overcome.
- Connect downtown to Louise Hays Park and river trail.
- Staff was directed to put together an overview and project scope and bring back to EIC.

2F. Airport Commerce Park vacant industrial site inventory within the city

- Need to prepare an inventory of available industrial and commercial land and devise a strategy to market those properties.
- Noted that the city was in the process of rewriting the zoning code; if there were specific locations and/or zoning issues, those should be brought forth now.
- Mr. Parton noted that several years ago EIC funded utility services to the Airport Commerce Park and performance criteria had been placed in the deed restrictions that in some cases became a disincentive for development; he recommended that EIC review those deed restrictions.
- Discussed issues with EIC's land on Peterson Farm Road; property had been zoned agricultural, specifically for the USDA project.

2G. Utility infrastructure for potential new company (KEDC prospect). No report.

2H. Incentive package for hotel/conference center

- Noted that Kerr Economic Development Corporation's top project was a conference center; Ray Watson had prepared an incentive package and distributed it to a few developers, and he met with one group but others had not responded.
- EIC should be kept informed of any possible pending funding commitments; EIC approved a conference center concept but not any funding. Mr. Parton noted that discussions with potential developers did not entail any direct financial contribution, rather a tax incentive based on performance measures and whereby EIC would break even based on additional revenue generated by the project; he assured EIC that any formal offers would be presented to EIC before proceeding.
- Staff should provide an estimate of the amount of funding that EIC should reserve in case a viable project was submitted.

- An incentive package should result in a larger facility that would create a larger market and not compete against existing business; such facility should be minimum three stars and have a national reservation system.
- The existing market could accommodate an additional 600-650 rooms.
- Discussed the TXP study regarding a convention center.
- Discussed CVB's lost business report showing the potential economic benefit that could be realized if Kerrville could accommodate larger groups.
- Existing hotel stock was lacking in room quality and was an issue in attracting groups; discussed incentive package to fund improvements for existing hotels; new hotel would cause existing hotels to make improvements to be competitive.
- Discussed an incentive package with performance criteria to start a retail center.
- Kerrville could be a regional retail hub; discussed gaps in quality and variety of products available; indications were that Boerne was also considering such.
- Conference center and tourism would trigger retail growth.
- Take advantage of tourism; complete amenities that could be included in a marketing plan, i.e. river trail, downtown and boardwalk.

2I. Tuscany Development road between SH16 and SH173

- Mr. Parton noted that Riverhill Boulevard was on the thoroughfare plan as a collector street to connect Hwy. 173 and Hwy. 16; an additional roadway was discussed to provide circulation and relief for Riverhill Boulevard.
- Discussed possible extension of Loop 534 from SH173 to SH16 that went along the perimeter of Kerrville Schreiner Park; the state placed restrictions, including use of property as a road, on the KSP property when it gave the property to the city; the state could consider taking back the property. Also, such a project would put a thoroughfare alongside the best part of the park and could be detrimental to the park function and revenue.
- Rough estimate of a Loop 534 extension was \$3 million for construction of a two-lane roadway; TxDOT previously stated they had no funding for new construction projects.
- A Tuscany roadway may not alleviate traffic on Riverhill Boulevard because it was too far out and did not align with 534.
- Mr. Parton should provide EIC a copy of the 2007 memo and information regarding a possible Loop 534 extension.
- Consensus was to instruct staff to explore a Loop 534 extension with the state and provide feedback; if 534 was not a viable project, then discuss the possibility of a Tuscany alignment.

2J. Investment in making Kerrville safer and more friendly to bicyclists and pedestrians.

- Persons in the bike business had requested a new ordinance and improved public education programs focused on bike safety.
- Concern about enforcement of existing laws.
- Bicyclists could work with city staff to help identify a bike route that connected existing bike lanes and parks and then prepare a map of the route and distribute it throughout the community; the route could be marketed and promoted through CVB.
- Main thoroughfares such as Hwy. 16 and 27 were not the safest place for a bike route; recognized that bike groups coming to Kerrville would still want to use highways and may not use an in-city bike route.

3. **DIRECTION TO STAFF TO PREPARE APPLICATIONS FOR FUTURE CONSIDERATION BY EIC:** No action taken; staff follow up and report back on items as discussed.

4. **ADJOURNMENT:** The meeting adjourned at 11:32 a.m.

APPROVED: _____

Jack Pratt, Mayor

ATTEST:

Brenda G. Craig, City Secretary

David A. Wampler, EIC President

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

June 18, 2012

On Monday, June 18, 2012, the meeting of the directors of the City of Kerrville, Texas Economic Improvement Corporation, was called to order at 4:00 p.m. by David Wampler, President, in the City Hall Council Chambers, 800 Junction Highway, Kerrville, Texas.

Members Present:

David Wampler, President
Kenneth Early, Vice President
Rex Boyland, Secretary
Gary Cochrane
Stacie Keeble
Polly Rickert

Members Absent:

Larry Howard

City Executive Staff Present:

Mike Hayes, City Attorney
Cheryl Brown, Administrative Assistant to the City Secretary
Kristine Ondrias, Assistant City Manager
Todd Parton, City Manager
Mike Erwin, Director of Finance
Sai Vongchampa, Budget/Purchasing Manager
Mindy Wendele, Director of Business Programs
Malcolm Matthews, Director of Parks and Recreation
Travis Cochrane, IT Director
Kimberly Meisner, Director of General Operations

Visitors Present: Visitor list available in the City Secretary's Office for the required retention period.

INVOCATION: Given by President David Wampler.

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

2. **APPROVAL OF THE MINUTES:**

2A. Minutes of the regular meeting held May 21, 2012, and the special meeting held on June 12, 2012. Mr. Cochrane moved for approval of the minutes of May 21 and June 12, 2012; Mr. Boyland seconded the motion and it passed 6-0. Mr. Howard was absent.

3. ANNOUNCEMENT OF NEW ECONOMIC IMPROVEMENT CORPORATION OFFICERS:

3A. Mindy Wendele announced that the following officers were elected on June 12, 2012:

David Wampler, President
Kenneth Early, Vice President
Rex Boyland, Secretary

4. MONTHLY REPORTS:

4A. Monthly financials for May 2012. Mr. Vongchampa reported: \$223,320 received in Sales tax revenue in May. Total expenditures were \$320,332, which included \$319,214 that was taken out for the closure of two projects. The ending cash balance as of April 30, 2012 was \$1,149,139. The sales tax revenue collected in May 2012, was 5% less than May, 2011, but the total sales tax revenue collected year to date was 8.7% higher than the year to date in May of 2011. Mr. Erwin reported that funds left over from the 2007 - 2008 Airport Runway Project had already been disbursed in accordance with the funding agreement, and that no further funds would be disbursed.

Polly Rickert moved to approve the monthly financial report. Kenneth Early seconded, and the motion was passed 6-0.

4B. Capital project update. Ms. Wendele reported:
Harper Highway Project Phase II: Construction scheduled to begin early July, 2012, with completion in 90 days.
Hill Country Shooting Center: Construction on the airhall was proceeding.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Nature Blinds, LLC's request for funding of a business expansion project (staff). Clint Fiore, VP of Business Development for Nature Blinds, LLC, discussed current and proposed products. Jason Hardy, CEO, noted that they have 29 current full-time employees and projected 73 full-time employees by the end of year two. The EIC discussed a funding incentive based on the number of full-time employees hired, on a yearly basis. Mr. Boyland moved to approve a funding agreement to frontload each year's pro forma of employees with \$360,000 in year 1 and \$370,000 in year 2 with a 10 year claw back and first lien on additional funding. Nature Blinds, LLC will be required to maintain 73 full-time employees by the end of the second year, and would be responsible for continuing to maintain that number of employees for 10 years. The funding agreement will be contingent upon the building meeting the city's occupancy and fire code requirements. Ms. Rickert seconded, and the motion passed 6-0.

5B. A possible Kerrville-EIC.org website. Mr. Parton reported that the website domain is currently owned by Summit Advisors Inc., and that, according to the minutes of the

meeting in 2008, the website was to be up for only one year. The matter was deferred to Executive Session.

5C. Lease with the United States Department of Agriculture (USDA) to graze cattle on the Kerrville Economic Improvement Corporation (EIC) owned property located at 300 Peterson Farm Road:

Mr. Parton reported he had not prepared the lease. Mr. Wampler asked Mr. Parton if the USDA had indicated their agreement to sign a lease. Mr. Parton responded that a for the USDA representative indicated that the lease would have to be reviewed by their attorneys prior to signing. Mr. Boyland moved to direct staff to contact the USDA and inform them that they were to remove the cattle within 45 days of this meeting, which would be August 2, 2012; Polly Rickert seconded. The motion passed 6-0.

6. INFORMATION AND DISCUSSION:

6A. The following topics from Joint Council/EIC Meeting held on June 12, 2012:

- Scott Schreiner Municipal Golf Course pavilion and parking improvements-The EIC directed staff to finalize the dollar amounts that would be associated with the improvements to the golf course.
- Soccer field(s) improvement-The EIC directed staff to prepare a phase one component that will determine the cost of local vs. tournament benefits.
- Baseball/softball sports complex-Tabled for a later date of discussion.
- Downtown Wi-Fi-The EIC directed staff to investigate cost.
- Downtown boardwalk project-Tabled for a later date of discussion.
- Airport Commerce Park vacant industrial site-Staff to prepare an inventory.
- Utility infrastructure for potential new company (KEDC prospect)-Tabled for a later date of discussion.
- Incentive package for hotel/conference center-The EIC directed staff to prepare a summary of the costs vs. the benefits of this project.
- Tuscany Development road between SH16 and SH173-The EIC directed staff to bring them further information.
- Investment in making Kerrville safer and friendlier to bicyclists and pedestrians-The EIC concluded that this item is outside of their purview.

6B. Update regarding River Trail Project

Mr. Matthews reported that work was proceeding on the River Trail project. Mr. Matthews described the various options for the route.

6C. Update from the Kerrville Economic Development Corporation (KEDC)

Mr. Wampler noted that interviews were still ongoing for a new director, and Don Barnett, President of KEDC, was still acting as interim director.

6D. Update regarding "Go" Team activities. (Wendele)

Ms. Wendele reported that an application was received from the Hill Country Shooting Sports Center, but that it had been withdrawn, as further items were needed to complete the application.

7. EXECUTIVE SESSION:

Mr. Boyland moved that the Economic Improvement Corporation go into executive closed session under Section 551.071 (consultation with attorney); Mr. Cochran seconded the motion, and it passed 6-0 to discuss the following matter:

Sections 551.071:

- The Kerrville-EIC.org website

At 6:31 p.m. the regular meeting recessed and the EIC went into executive closed session at 6:35 p.m. At 6:47 p.m. the executive closed session recessed and the Board returned to open session at 6:47 p.m.

Mr. Wampler announced that no action had been taken in executive closed session.

8. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

Ms. Rickert moved to direct staff to notify the Summit Advisors, Inc., that the recognized time limit for the EIC.org website has expired, and request that the site be taken down and control and ownership be transferred to the City of Kerrville. Mr. Boyland seconded the motion, and it was approved 6-0.

9. ADJOURNMENT

Mr. Boyland moved to adjourn, Ms. Rickert seconded the motion, it passed 6-0; the meeting was adjourned at 6:47 p.m.

APPROVED: _____, 2012

David Wampler, President

ATTEST:

Cheryl Brown
Administrative Assistant to the City Secretary

Agenda Item:

3A. Monthly financials for June 2012. (Erwin)

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

SUBJECT: EIC Financials

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** July 11, 2012

SUBMITTED BY: Mike Erwin  **CLEARANCES:**
Director of Finance

EXHIBITS: Monthly Financials
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

The City of Kerrville staff will present and update the EIC on a monthly basis as to the status of the EIC's financial position.

RECOMMENDED ACTION

Recommend acceptance of the financials.

CITY OF KERRVILLE
Economic Improvement Corporation
Sales Tax Improvement Fund

Cash Balance as of June 1, 2012		\$ 2,053,198
Deposits:		
Sales Tax	\$ 195,775	
Interest Revenue	\$ 608	
Refund from Airport/Kerr County	<u>\$ 76,513</u>	
	<u>\$ 272,897</u>	
Expenses:		
Office Supplies	\$ 8	
Public Notice	\$ -	
Administrative Service Fee	\$ 8,333	
Special Services - Category 1		
Special Services - Category 2		
Transfer for Debt Service	<u>\$ 42,083</u>	
Total Expenses	<u>\$ 50,425</u>	
Revenues Over (Under) Expenditures		<u>\$ 222,473</u>
Ending Cash Balance as of June 30, 2012		<u>\$ 2,275,670</u>
Assigned Fund Balance - Park Improvements		\$ 175,000
Ending Cash Balance Available as of June 30, 2012		\$ 2,100,670

City of Kerrville
Economic Improvement Corporation
Sales Tax Improvement Fund - Revenue and Expense Statement
For the month ending June 30, 2012

	Annual Budget	Current Period	Y-T-D Actual	% of Budget	Budget Balance
BEGINNING CASH BALANCE	\$ 3,148,386	\$ 3,148,386	\$ 3,148,386		
REVENUE:					
Sales and Use Tax	\$ 2,433,897	\$ 195,775	\$ 1,892,078	77.74%	\$ 541,819
Interest	\$ 7,377	\$ 608	\$ 6,785	91.98%	\$ 592
Refund Airport/Kerr County		\$ 76,513	\$ 76,513		
Transfer In			\$ 319,214		
TOTAL REVENUE	\$ 2,441,274	\$ 272,897	\$ 2,294,590	93.99%	\$ 542,411

	Annual Budget	Current Period	Y-T-D Actual & Encumbrance	% of Budget	Budget Balance
EXPENDITURES:					
Administrative					
Advertising	\$ 100	\$ 8	\$ 120	-	\$ (20)
Transfer to Debt Service Fund	\$ 595,000	\$ 42,083	\$ 378,750	63.66%	\$ 216,250
Economic Development Governing Body	\$ 175,000	\$ -	\$ 175,000	100.00%	\$ -
Annual Disclosure Fee	\$ 3,400	\$ -	\$ -		\$ 3,400
Administrative Services Fee	\$ 100,000	\$ 8,333	\$ 75,000	75.00%	\$ 25,000
Total Administrative	\$ 873,500	\$ 50,425	\$ 628,870	71.99%	\$ 244,630
Category I - Business Development					
Hill Country Shooting Center			\$ -	100.00%	\$ -
Commercial Improve Pilot Program	\$ 50,000	\$ -	\$ -	100.00%	\$ 50,000
Fox Tank	\$ 600,000	\$ -	\$ 300,000		
Downtown Underground Utilities	\$ 300,000				
USDA			\$ 1,138,436		
Unspecified	\$ 777,725			0.00%	\$ 777,725
Total Category I	\$ 1,727,725	\$ -	\$ 1,438,436	100.00%	\$ 827,725
Category II - Quality of Life					
Schreiner University Project	\$ -	\$ -			\$ -
Hill Country Home Opportunity Program	\$ -		\$ 100,000	100.00%	\$ -
River Trail	\$ 250,000	\$ 25,000	\$ 175,000		
Category II Unspecified	\$ -			0.00%	\$ -
Total Category II	\$ 250,000	\$ 25,000	\$ 275,000	110.00%	\$ (25,000)
Category III - Public Infrastructure					
Harper Hwy Extension	\$ 1,000,000		\$ 1,000,000	100.00%	\$ -
Total Category III	\$ 1,000,000	\$ -	\$ 1,000,000	100.00%	\$ -
Contingency	\$ -			#DIV/0!	\$ -
TOTAL EXPENDITURES	\$ 3,851,225	\$ 75,425	\$ 3,342,306	86.79%	\$ 1,047,355
NET REVENUES TO EXPENDITURES	\$ (1,409,950)	\$ 197,473	\$ (1,047,715)		
ENDING CASH BALANCE: June 30, 2012	Budget	Actual			
	\$ 1,738,435	\$ 2,100,670			

	Pro Forma				
	2012	2013	2014	2015	2016
Beginning Cash Balance	\$ 1,909,950	\$ 500,000	\$ 2,188,596	\$ 4,031,046	\$ 5,935,496
Revenue					
Sales Tax	\$ 2,433,897	\$ 2,458,236	\$ 2,482,818	\$ 2,507,647	\$ 2,532,723
Interest	\$ 7,377	\$ 7,746	\$ 8,133	\$ 8,540	\$ 8,967
Total Revenue	\$ 2,441,275	\$ 2,465,982	\$ 2,490,951	\$ 2,516,186	\$ 2,541,690
Expense					
Special Services	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
Promo (ED Gov)	\$ 175,000	\$ -	\$ -	\$ -	\$ 175,000
Adminstrative Services-City	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Commercial Improvement Program	\$ -	\$ -	\$ -	\$ -	\$ -
Other/Unspecified	\$ 2,977,725	\$ -	\$ -	\$ -	\$ -
Debt Service Transfer	\$ 595,000	\$ 673,886	\$ 545,001	\$ 508,236	\$ 511,386
Total Expenditure	\$ 3,851,225	\$ 777,386	\$ 648,501	\$ 611,736	\$ 789,886
Revenue over Expense	\$ (1,409,950)	\$ 1,688,596	\$ 1,842,450	\$ 1,904,450	\$ 1,751,804
	\$ -				
Ending Cash Balance	\$ 500,000	\$ 2,188,596	\$ 4,031,046	\$ 5,935,496	\$ 7,687,300

CITY OF KERRVILLE
Economic Improvement Corporation
Sales Tax Debt Service Fund

Cash Balance as of June 1, 2012		\$ 275,309
Revenues:		
Transfer from Sales Tax Improvements Fund	<u>\$ 42,083</u>	
Total Deposits	<u>\$ 42,083</u>	
Expenses:		
Paying Agent Fee		
Bond Principal		
Bond Interest		
Total Expenses	<u>\$ -</u>	
Revenues Over (Under) Expenditures:		<u>\$ 42,083</u>
Ending Cash Balance as of June 30, 2012		<u><u>\$ 317,392</u></u>

CITY OF KERRVILLE
Economic Improvement Corporation
Sales Tax Debt Service Fund
Revenue and Expense Statement
For the month ending June 30, 2012

	Annual Budget	Current Period	Y-T-D Actual	% of Budget	Budget Balance
BEGINNING CASH BALANCE	\$ 416,738		\$ 416,738		
REVENUE:					
Transfer from Sales Tax Improvement Fund	\$ 505,000	\$ 42,083	\$ 378,750	75.00%	\$ 126,250
Return of Equity - Park Lane Extension	\$ -			100.00%	\$ -
TOTAL REVENUE	\$ 505,000	\$ 42,083	\$ 378,750	75.00%	\$ 126,250
	Annual Budget	Current Period	Y-T-D Actual	% of Budget	Budget Balance
EXPENDITURES:					
Series 1999 Sales Tax Bond Debt Service	\$ 445,000	\$ 445,000	\$ 445,000	100%	\$ -
Series 1999 Sales Tax Bond Interest Expense	\$ 54,066	\$ 32,095	\$ 32,095	59%	\$ 21,971
Paying Agent Fees	\$ 1,000	\$ 1,000	\$ 1,000	100%	\$ -
First Southwest Continuing Disclosure Fee	\$ -	\$ -	\$ -	-	\$ -
TOTAL EXPENDITURES	\$ 500,066	\$ 478,095	\$ 478,095	95.61%	\$ 21,971
ENDING CASH BALANCE: June 30, 2012	Budget		Actual		
	\$ 421,672		\$ 317,392		

Pro Forma					
	2012	2013	2014	2015	2016
Beginning Cash Balance	\$ 416,738	\$ 455,949	\$ 541,431	\$ 500,000	\$ 500,000
Revenue					
Transfer from Sales Tax Improvement Fund	\$ 595,000	\$ 673,886	\$ 545,001	\$ 508,236	\$ 511,386
Total Revenue	\$ 595,000	\$ 673,886	\$ 545,001	\$ 508,236	\$ 511,386
Expenditures:					
Series 1999 Sales Tax Bond Debt Principal	\$ 445,000	\$ 465,000	\$ 485,000	\$ -	\$ -
Series 1999 Sales Tax Bond Debt Interest	\$ 54,066	\$ 33,248	\$ 11,276	\$ -	\$ -
Paying Agent Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Series 2011 Sales Tax Bond Debt Principal	\$ -	\$ -	\$ -	\$ 165,000	\$ 170,000
Series 2011 Sales Tax Bond Debt Interest	\$ 55,723	\$ 89,156	\$ 89,156	\$ 87,506	\$ 84,156
Series 2012 Sales Tax Bond Debt Principal	\$ -	\$ -	\$ -	\$ 175,000	\$ 180,000
Series 2012 Sales Tax Bond Debt Interest	\$ 33,442	\$ 79,730	\$ 79,730	\$ 79,730	\$ 76,230
Total Expenditure	\$ 555,789	\$ 588,404	\$ 586,432	\$ 508,236	\$ 511,386
Revenue over expenditures	\$ 39,211	\$ 85,482	\$ (41,431)	\$ (0)	\$ (0)
Ending Cash Balance	\$ 455,949	\$ 541,431	\$ 500,000	\$ 500,000	\$ 500,000

CITY OF KERRVILLE
 Economic Improvement Corporation
 SALES TAX REVENUE ANALYSIS

	Actual FY 2009	Actual FY 2010	Actual FY 2011	Approved FY 2012	Actual FY 2012	Difference Projected vs Actual	% of Projected Variance
October	\$ 195,050	\$ 179,735	\$ 184,602	\$ 185,699	\$ 219,934	\$ 34,235	18.44%
November	\$ 218,565	\$ 188,879	\$ 207,677	\$ 210,299	\$ 203,379	\$ (6,920)	-3.29%
December	\$ 202,043	\$ 170,981	\$ 169,550	\$ 186,298	\$ 208,227	\$ 21,929	11.77%
January	\$ 190,881	\$ 170,645	\$ 195,030	\$ 185,731	\$ 204,051	\$ 18,320	9.86%
February	\$ 239,208	\$ 236,837	\$ 241,320	\$ 253,548	\$ 264,744	\$ 11,196	4.42%
March	\$ 200,569	\$ 163,136	\$ 169,754	\$ 180,444	\$ 186,812	\$ 6,368	3.53%
April	\$ 259,861	\$ 160,461	\$ 157,729	\$ 179,456	\$ 185,835	\$ 6,379	3.55%
May	\$ 228,262	\$ 203,235	\$ 234,742	\$ 232,308	\$ 223,320	\$ (8,988)	-3.87%
June	\$ 181,835	\$ 182,429	\$ 186,441	\$ 190,251	\$ 195,775	\$ 5,524	2.90%
July	\$ 183,253	\$ 179,622	\$ 190,696	\$ 191,233			
August	\$ 219,318	\$ 221,711	\$ 238,491	\$ 233,705			
September	\$ 189,718	\$ 186,321	\$ 179,133	\$ 204,924			
Total	\$ 2,508,562	\$ 2,243,991	\$ 2,355,166	\$ 2,433,897	\$ 1,892,078	\$ 88,044	4.88%

CITY OF KERRVILLE
Economic Improvement Corporation
EIC Capital Projects Fund

Cash Balance as of June 1, 2012		\$ 1,149,139
Revenues:		
Transfer In		
Total Revenues/Transfer In	<u>\$ -</u>	
Expenses:		
Services		
Special Services		
Harper Road Utilities - Phase 2	287	
Hill Country Shooting Cener	<u>\$ 20,132</u>	
	<u>\$ 20,420</u>	
Total Expenses	\$ 20,420	
Revenue Over (Under) Expenditures		<u>\$ (20,420)</u>
Ending Cash Balance as of June 30, 2012		<u><u>\$ 1,128,719</u></u>

CITY OF KERRVILLE
 Economic Improvement Corporation
 Sales Tax Improvement Capital Projects Fund

Project Status Summary
 For the month ending June 30, 2012

YEAR(S) FUNDED	PROJECTS	Funding Agreement	Agreement Commitment	EIC Funded To Date	Non-EIC Funding	Total Funded	Project Expenses to Date	Project Balance	EIC Future Allocation Balance
2009/10	Hill Country Home Opportunity	FA 2010-02	\$ 250,000	\$ 250,000		\$ 250,000	\$ 236,535	\$ 13,465	-
2009/10	Commercial Improvement Program		\$ 100,000	\$ 100,000		\$ 100,000	\$ 20,000	\$ 80,000	-
2010/11	Commercial Improvement Program		\$ 50,000	\$ 50,000		\$ 50,000	-	\$ 50,000	-
2010/11	Hill Country Shooting Center	FA 2010-03	\$ 494,838	\$ 494,838		\$ 494,838	\$ 489,121	\$ 5,712	-
	Harper Hwy Utility Ext Phase 2		\$ 1,000,000	\$ 1,000,000		\$ 1,000,000	\$ 20,458	\$ 979,542	-
TOTALS			\$ 1,894,838	\$ 1,894,838		\$ 1,894,838	\$ 766,114	\$ 1,128,719	-

Cash Balance on 6/30/2012 \$ 1,128,719

Fund 70 - General Capital Improvement Projects - supported by EIC

YEAR(S) FUNDED	PROJECTS	Funding Agreement	Agreement Commitment	Total Funded
2011-12	River Trail	C2011-76	\$ 6,000,000	\$ 6,000,000
2011-12	Louise Hays Park Improvements	C2011-76	\$ 2,000,000	\$ 1,124,745
TOTALS			\$ 8,000,000	\$ 7,124,745

FY12	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Balance	\$3,148,386	\$2,180,046	\$2,158,594	\$2,192,320	\$2,071,604	\$2,011,567	\$1,874,013	\$1,735,626	\$1,903,198	\$2,100,670	\$1,836,510	\$1,970,144
Revenue												
Sales Tax	\$219,934	\$203,379	\$208,227	\$204,051	\$264,744	\$186,812	\$185,835	\$223,320	\$195,775	\$190,696	\$238,491	\$179,133
Interest	\$586	\$586	\$915	\$650	\$636	\$1,050	\$1,194	\$559	\$608	\$580	\$580	\$580
Closed Projects								\$319,214	\$76,513			
sub-total	\$220,521	\$203,965	\$209,142	\$204,701	\$265,380	\$187,863	\$187,029	\$543,093	\$272,896	\$191,276	\$239,071	\$179,713
Expenses												
Office Supplies	\$8							\$104		\$20	\$20	\$3,270
Services												
Public Notice												
Admin Service Fee	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333	\$8,333
KEDC	\$175,000											
Transfer for Debt Service	\$42,083	\$42,083	\$42,083	\$42,083	\$42,083	\$42,083	\$42,083	\$42,083	\$42,083	\$42,083	\$42,083	\$42,083
Transfer for New Debt										\$30,000	\$30,000	\$30,000
Capital Improvement Program										\$50,000		
KEDF/USDA Land	\$1,138,436											
Unspecified Projects												\$777,725
Transfer for Trails			\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Hill Country Home Opportunity Council			\$100,000									
Fox Tank								\$300,000				\$300,000
Utility Downtown										\$300,000		
Harper Hwy				\$250,000	\$250,000	\$250,000	\$250,000	\$250,000				
sub-total	\$1,188,861	\$225,417	\$175,417	\$325,417	\$325,417	\$325,417	\$325,417	\$375,521	\$75,425	\$455,437	\$105,437	\$1,186,412
revenue over/(under) expenditures	-\$968,340	-\$21,452	\$33,726	-\$120,716	-\$60,037	-\$137,554	-\$138,387	\$167,573	\$197,472	-\$264,160	\$133,634	-\$1,006,699
Available Fund Balance	\$2,180,046	\$2,158,594	\$2,192,320	\$2,071,604	\$2,011,567	\$1,874,013	\$1,735,626	\$1,903,198	\$2,100,670	\$1,836,510	\$1,970,144	\$963,445

Agenda Item:

3B. Report on Capital Project Update (Wendele)

**TO BE CONSIDERED BY THE
ECOMONIC IMPROVEMENT CORPORATION,
CITY OF KERRVILLE, TEXAS**

SUBJECT: Capitol Project Update

FOR AGENDA OF: July 16, 2012

DATE SUBMITTED: June 10, 2012

SUBMITTED BY: Mindy N. Wendele **CLEARANCES:**
Director of Business Programs

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Attached is the July capital projects update.

RECOMMENDED ACTION

SCOPE	Project to fund the improvements to buildings in the commercial corridors in a maximum grant amount of 10k. Project guidelines attached.
Amenities	

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Projects	Hewitt Engineering San Saba Cap Company	Completed Completed		
No applications this month				
FUNDING - BUDGET	Allocation	Expended - Encumbered	Project Balance	
	\$100,000.00	\$20,000.00	\$80,000.00	

Agenda Item:

4A. Consideration of a funding agreement with Nature Blinds, LLC and the City of Kerrville, Texas Economic Improvement Corporation for a business expansion project in the amount of \$730,000.00.

**TO BE CONSIDERED BY THE
ECONOMIC IMPROVEMENT CORPORATION,
CITY OF KERRVILLE, TEXAS**

SUBJECT: Consideration of a funding agreement with Nature Blinds, LLC and the City of Kerrville, Texas Economic Improvement Corporation for a business expansion project in the amount of \$730,000.00

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** July 10, 2012

SUBMITTED BY: Mindy N. Wendele **CLEARANCES:**
Director of Business Programs

EXHIBITS: Funding Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$360,000. Yr. 1	\$827,725.	\$	TBD
\$370,000. Yr. 2			

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Last month, officials from Nature Blinds, LLC submitted an application for funding of \$730,000 for their business expansion project. The application is complete and has been reviewed by the 'Go' Team.

The business is currently located at 1905 Junction Hwy. and employees 29 people. Recently, the principals purchased a 48,494 sq. ft. building located at 2800 Blacksmith Lane to accommodate their growing business.

The basis for the amount of their request is the growth of their workforce by 73 employees in the next two years. Using the industry standard of \$10,000 per FTE, \$730,000 could be granted for building and campus improvements, equipment and workforce development.

The EIC Board directed staff to draft a funding agreement and hold a public hearing at the July 16 EIC meeting. The funding agreement reflects the motion by the Board to frontload each year's pro forma of employees with \$360,000 in year 1 and \$370,000 in year 2 with a 10 year claw back. The agreement will be contingent upon the building meeting the city's occupancy and fire code requirements.

Representatives from Nature Blinds have met with City officials to discuss building readiness. The proposed use is a lesser hazard than the former use. The improvements being made are Level One improvements under the Existing Building Code and would not trigger the requirements for sprinklers, even though new construction would.

RECOMMENDED ACTION

Approve agreement.

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ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN NATURE BLINDS, LLC AND
THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement entered into by and between NATURE BLINDS, L.L.C., a Texas limited liability company ("NB"), acting herein by and through its duly authorized President, Jason Hardy ("NB Officer"), and the CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION ("EIC"), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 (otherwise known as the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code) (hereafter referred to as "the Act"), acting by and through its duly authorized President, David Wampler.

WITNESSETH:

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

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

Land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are for the creation or retention of primary jobs, as that term is defined by the Act, and found by the EIC to be required or suitable for the development, retention, or expansion of manufacturing and industrial facilities, distribution centers, and/or small warehouse facilities capable of serving as decentralized storage and distribution centers, as provided by Section 501.101 of the Act; and land, buildings, equipment, facilities, and improvements found by the EIC to promote or develop new or expanded business enterprises that create or retain primary jobs, including project that the EIC determines promotes or develops new or expanded business enterprises that create or retain primary jobs, as provided by Section 505.155 of the Act; and

WHEREAS, NB is a developer and manufacturer of hunting blinds, accessories thereof, and related products; and

WHEREAS, NB is seeking to expand its manufacturing and production capabilities through the hiring of employees and the purchase of additional equipment at its facility located within Kerrville; and

WHEREAS, NB recently purchased a 48,494 square foot building located at 2800 Blacksmith Lane (the "Facility") to accommodate its growing business; and

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WHEREAS, NB currently has 29 employees, but plans to hire 73 additional employees within the next two years; and

WHEREAS, NB has applied for a grant from EIC for funding necessary to expand its operations in order to increase development and production; and

WHEREAS, EIC has determined that such a grant complies with the Act and is in keeping with the mission of EIC and *City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures* in that it will help develop, retain, and expand a manufacturing facility and a business enterprise and create and retain primary jobs; and

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with NB to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to NB for its cost in hiring additional employees and the purchase of additional equipment; and

WHEREAS, on July 16, 2012, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

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

ARTICLE I. EIC'S OBLIGATIONS

A. EIC hereby grants to NB Seven Hundred Thirty Thousand and No/100 Dollars (\$730,000.00) ("Grant") for costs relating to the hiring of employees and the purchase of additional equipment ("Project"). The EIC has derived the amount of the Grant from the assignment of \$10,000.00 for each new employee that NB will be required to employ at the Project, as further specified in Article II.

B. Subject to the terms and conditions set forth in Article II, EIC will provide the Grant to NB as follows:

(1) EIC shall pay NB Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00) following written verification from NB that NB has reached an employment level of at least 65 employees on or before July 24, 2013. This employment number is obtained from adding NB's current employment level (29) with the number of additional employees (36) that NB is required to employ within the first year of this Agreement.

(2) EIC shall pay NB Three Hundred Seventy Thousand and No/100 Dollars (\$370,000.00) following written verification from NB that NB has reached an employment level of at least 102 employees on or before July 24, 2014. This employment number is obtained from adding NB's required employment level after the first year of this Agreement (65) with the

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number of additional employees (37) that NB is required to employ within two years of the commencement of this Agreement.

- C. Payments made by EIC to NB from 4B Revenues will be limited to the payments of “costs” as defined by the Act and as specified above for the Project.
- D. In no event will the total amount of the Grant exceed Seven Hundred Thirty Thousand and No/100 Dollars (\$730,000.00).

ARTICLE II. NB'S OBLIGATIONS

- A. Prior to receiving any payment from EIC, NB shall comply with all applicable development regulations of the City of Kerrville, to include building codes, subdivision regulations, and zoning, in its development, construction, and operation of the Facility. NB's failure to comply with this provision will constitute a breach of this Agreement.
- B. Following the commencement of this Agreement, NB shall immediately begin hiring additional employees for work at the Facility. NB shall comply with each of the following terms with respect to its employment at the Project, such terms to be collectively referred to herein as the “Employment Requirements”:
 - (1) NB must employ at least 29 employees at the Facility during the first year of this Agreement;
 - (2) NB must obtain and thereafter maintain a minimum level of employment of 65 employees no later than July 24, 2013;
 - (3) NB must obtain a minimum level of employment of 102 employees no later than July 24, 2014, and maintain this number of employees for the remainder of the term of the Agreement;
 - (4) Sixty percent (60%) of NB employees must reside and continue to reside within Kerr County during their employment;
 - (5) each employee must be paid a minimum wage equal to at least \$15.00 per hour; and
 - (6) each employee shall be full-time and paid for at least thirty-two (32) hours of work per week, with the exception of where an employee is on some form of leave.
- C. The failure by NB to comply with the Employment Requirements constitutes a breach of this Agreement. In addition and where EIC has paid NB any portion of the Grant, should NB fail to comply with any one of the Employment Requirements, NB, as a penalty and as determined on a monthly basis, will refund the EIC \$1,000.00 for each employee below the

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minimum number specified by the Employment Requirements. For example, where NB employs only ninety-two (92) employees at any time on or after July 24, 2014, a penalty of \$10,000.00 would be assessed against NB; \$1,000.00 multiplied by the 10 employees that NB is deficient in employing. Thereafter, such a penalty would be assessed against NB on a monthly basis until such time that NB is in full compliance with the Employment Requirements or until such time that NB refunds the full amount of any Grant funding received from the EIC. NB shall pay the refund 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 demand. Failure to reimburse EIC within thirty (30) days of NB's receipt of such demand shall constitute a breach of this Agreement.

- D. On or before the thirtieth (30th) day of each month of this Agreement, NB shall submit written evidence, including a sworn statement from the NB Officer, confirming the Employment Requirements to the EIC for review and verification. The failure by NB to provide this information to EIC in a timely manner will constitute a breach of this Agreement.
- E. NB shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records and available 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 to NB. NB's failure to comply with this provision will constitute a breach of the Agreement.

ARTICLE III. SALE OF PROJECT, MERGER OR CONSOLIDATION OF NB

- A. A sale of all or any of the assets of NB will not release NB from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that NB's proposed successor shall have the financial condition to fully satisfy NB's duties and responsibilities hereunder and agrees to assume NB's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.
- B. In the event of any proposed merger or other consolidation of NB with any third party not affiliated with NB, NB shall at least thirty (30) days prior to any such merger or consolidation provide EIC with information and assurance reasonably acceptable to EIC regarding: (1) the surviving entity's assumption and satisfaction of the NB's obligations 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 NB's duties and responsibilities hereunder. Failure to provide such information shall be considered a breach of this Agreement.

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- 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 NB. In the event of any sale or merger involving NB or its affiliates, the surviving entity shall assume NB's obligations and rights hereunder and be entitled to any and all benefits to be received pursuant to this Agreement.

ARTICLE IV. NB'S REPRESENTATIONS AND WARRANTIES

- A. NB represents and warrants as of the date hereof:
- (1) NB is a Texas limited liability company existing in good standing and authorized to do business in the State of Texas;
 - (2) Execution of this Agreement has been duly authorized by NB and this Agreement is not in contravention of NB's governing authority or any agreement or instrument to which NB 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 NB Officer, threatened against or affecting NB, which may result in a material adverse change in NB's business, properties, or operations sufficient to jeopardize NB's legal existence or for-profit viability; and
 - (4) No written application, written statement, or correspondence submitted by NB to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of NB Officer, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.
- B. Except as expressly set forth in this Article IV, NB makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V. EIC'S REPRESENTATIONS AND WARRANTIES

- A. EIC represents and warrants as of the date hereof:
- (1) EIC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;
 - (2) Execution of this Agreement has been duly authorized by EIC;

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

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

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

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

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

(1) NB 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 NB, or of all or any substantial part of the Property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

(3) The adjudication of NB as bankrupt.

(4) The filing by NB 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 NB within ninety (90) days, NB will be considered to have breached this Agreement and EIC may, at its option, with written notice to NB, terminate this Agreement and NB shall be obligated to refund the EIC the full amount of any Grant funding received from the EIC.

ARTICLE VII. REMEDIES

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

ARTICLE VIII. GENERAL PROVISIONS

- A. Severability. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- B. Amendment. This Agreement may be amended only by written amendment signed by both parties.
- C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue will lie in Kerr County, Texas; and this Agreement is governed by and construed in

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accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.

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

For EIC
President – David Wampler
City of Kerrville, Texas, Economic Improvement Corporation
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

For Nature Blinds, LLC
Jason Hardy
President
Nature Blinds, LLC
1905 Junction Highway, Suite A
Kerrville, Texas 78028-9579
Email: _____

- E. Assignment. This Agreement is binding upon the parties hereto and their successors and assigns. Except as set forth in Article III, this Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. NB

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may, without written consent of EIC, assign this Agreement to any entity controlled and 100% owned by NB or by the parent, subsidiary, or affiliate of NB provided the entity assumes all of NB'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 NB and NB provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.

- F. Parties In Interest. Nothing in this Agreement shall entitle any party other than NB or EIC to any claim, cause of action, remedy or right of any.
- G. Term. The term of this Agreement (the "Term") will commence on July 25, 2012 (the "Effective Date"), and shall terminate on the earlier occurrence of: (i) July 24, 2022; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article VII; (iv) at NB's sole and absolute discretion upon NB's return of all Grant funding to EIC that it has received under this Agreement; or (v) upon NB's repayment of all monies that are demanded by EIC and are in fact required to be repaid by NB under Article III. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.
- H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
- I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.
- J. Survival of Terms. All rights, duties, liabilities and obligations accrued prior to termination will survive termination.
- K. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date indicated above, by the City of Kerrville, Texas, Economic Improvement Corporation, by and through its Board President, duly authorized to execute same by action of the Board; and by Nature Blinds, L.L.C., acting through its duly authorized official.

**CITY OF KERRVILLE, TEXAS
ECONOMIC IMPROVEMENT**

NATURE BLINDS, L.L.C.

DRAFT 7/12/12

CORPORATION

David Wampler, President

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Cheryl Brown, Recording Secretary

APPROVED AS TO FORM:

Michael C. Hayes, Attorney for EIC

T:\Legal\EIC\Contract\Nature Blinds\EIC Grant Agreement_071212.doc

Agenda Item:

5A. Consider and approval of Fiscal Year 2013 Budget. (Erwin)

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

SUBJECT: EIC FY 2013 Budget

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** July 11, 2012

SUBMITTED BY: Mike Erwin *ME* **CLEARANCES:**
Director of Finance

EXHIBITS: FY 2013 Proposed Budget
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

The City of Kerrville staff will present the EIC's FY 2013 Proposed Budget.

RECOMMENDED ACTION

Approval of FY 2013 Proposed Budget.

	FY12		FY13
	Annual Budget	Amended Budget	Proposed Budget
BEGINNING CASH BALANCE	\$3,148,386	\$3,148,386	\$500,000
USDA Land		-\$1,138,436	
Hill Country Home Opportunity Council		-\$100,000	
Fund Balance	\$3,148,386	\$1,909,950	\$500,000
REVENUE:			
Sales and Use Tax	\$2,275,000	\$2,433,897	\$2,425,000
Interest	\$5,240	\$7,377	\$5,000
Transfer In		\$0	
TOTAL REVENUE	<u>\$2,280,240</u>	<u>\$2,441,275</u>	<u>\$2,430,000</u>
	Annual Budget	Amended Budget	FY13 Proposed Budget
EXPENDITURES:			
Administrative			
Advertising/Supplies	\$0	\$100	\$500
Transfer to Debt Service Fund	\$505,000	\$505,000	\$505,000
Transfer to General Fund Debt Service		\$90,000	\$170,000
Economic Development Governing Body	\$225,000	\$175,000	\$175,000
Annual Disclosure Fee	\$3,500	\$3,400	\$3,500
Administrative Services Fee	\$100,000	\$100,000	\$100,000
Total Administrative	<u>\$833,500</u>	<u>\$873,500</u>	<u>\$954,000</u>
Category I - Business Development			
Hill Country Shooting Center			
Commercial Improve Pilot Program	\$50,000	\$50,000	
Fox Tank		\$600,000	
Downtown Underground Utilities		\$300,000	
USDA		\$0	
Unspecified	\$800,000	\$777,725	\$338,000
Total Category I	<u>\$850,000</u>	<u>\$1,727,725</u>	<u>\$338,000</u>
Category II - Quality of Life			
Schreiner University Project	\$0		
Hill Country Home Opportunity Program	\$0		
Trails		\$250,000	\$300,000
Category II Unspecified	\$45,750	\$0	
Total Category II	<u>\$45,750</u>	<u>\$250,000</u>	<u>\$300,000</u>
Category III - Public Infrastructure			
Unspecified			\$338,000
Harper Hwy	\$45,750	\$1,000,000	
Total Category III	<u>\$45,750</u>	<u>\$1,000,000</u>	<u>\$338,000</u>
Contingency	\$500,000	\$0	\$500,000
TOTAL EXPENDITURES	<u>\$2,275,000</u>	<u>\$3,851,225</u>	<u>\$2,430,000</u>
NET REVENUES TO EXPENDITURES	<u>\$5,240</u>	<u>-\$1,409,950</u>	<u>\$0</u>
FUND BALANCE	\$3,153,626	\$500,000	\$500,000

CITY OF KERRVILLE
Economic Improvement Corporation
Sales Tax Improvement Capital Projects Fund

Project Status Summary
For the month ending June 30, 2012

YEAR(S) FUNDED	PROJECTS	Funding Agreement	Agreement Commitment	EIC Funded To Date	Non-EIC Funding	Total Funded	Project Expenses to Date	Project Balance	EIC Future Allocation Balance
2009/10	Hill Country Home Opportunity	FA 2010-02	\$ 250,000	\$ 250,000		\$ 250,000	\$ 236,535	\$ 13,465	-
2009/10	Commercial Improvement Program		\$ 100,000	\$ 100,000		\$ 100,000	\$ 20,000	\$ 80,000	-
2010/11	Commercial Improvement Program		\$ 50,000	\$ 50,000		\$ 50,000	\$ -	\$ 50,000	-
2010/11	Hill Country Shooting Center	FA 2010-03	\$ 494,838	\$ 494,838		\$ 494,838	\$ 489,121	\$ 5,712	-
	Harper Hwy Utility Ext Phase 2		\$ 1,000,000	\$ 1,000,000		\$ 1,000,000	\$ 20,458	\$ 979,542	-
TOTALS			\$ 1,894,838	\$ 1,894,838		\$ 1,894,838	\$ 766,114	\$ 1,128,719	-

Cash Balance on 6/30/2012 \$ 1,128,719

Fund 70 - General Capital Improvement Projects - supported by EIC			
PROJECTS	Funding Agreement	Agreement Commitment	Total Funded
2011-12 River Trail	C2011-76	\$ 6,000,000	\$ 6,000,000
2011-12 Louise Hays Park Improvements	C2011-76	\$ 2,000,000	\$ 1,124,745
TOTALS		\$ 8,000,000	\$ 7,124,745

Agenda Item:

5B. Presentation by Hill Country District Junior Livestock Show Association concerning a funding request for a multi-use facility and exhibition center improvement project.

**TO BE CONSIDERED BY THE
ECOMONIC IMPROVEMENT CORPORATION,
CITY OF KERRVILLE, TEXAS**

SUBJECT: Presentation by Hill Country District Junior Livestock Show Association concerning a funding request for a multi-use facility and exhibition center improvement project

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** June 10, 2012

SUBMITTED BY: Mindy N. Wendele **CLEARANCES:**
Director of Business Programs

EXHIBITS: Application

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Officials from the Hill Country District Junior Livestock Show Association (HCDJLA) have submitted an application for funding of \$750,000 for their multi-use facility and exhibition center improvement project. The application is complete and has been reviewed by the 'Go' Team.

The project consists of two phases. Phase one is the building of a 48,000 square foot fully enclosed multi-use building and Phase two will be a 22,000 square foot exhibition center. Their request also includes funding for equipment.

Bob Reeves, president, will make a brief presentation.

RECOMMENDED ACTION

The 'Go' Team's recommendation is to fund in two phases for the following:

1. Fund \$250,000 to purchase equipment. The equipment will be owned by the Hill Country District Junior Livestock Show Association and must remain in Kerr County.
2. Create a matching grant program whereas EIC matches \$1.00 for every dollar raised by the HCDJLSA up to \$250,000.

Both funding phases would be contingent on the total project moving forward.

Financial Information Required:

- o List of all company owners
- o Current financial statements and tax returns for primary owners of shareholders .
- o Three Years Annual Financials with Profit & Loss Statement Federal Tax Returns
- o Proforma – two years financial statements with balance sheet, statement of income and list of assumptions
- o Reference letters from current financial institutions to include contact person within the institutions
- o For Corporations, Entities Certificates of Incorporation and Articles of Incorporation, Comptrollers Certificate of Good Standing

Annual Sales for Corporation / Company \$ 0

This Facility \$ 0

Local Sales Tax paid Annually \$ 0

Current Payroll \$ 0

Has the Company or individual (s) owner of the company ever filed for bankruptcy protection under Chapter 7 or Chapter 11 of the Bankruptcy Statutes?

No (X) Yes () Details:

SECTION III- PROJECT INFORMATION

Requested amount \$750,000

Total Project Amount \$2,294,584.70

This application is for a:

- Business Development ()
- Expansion of Existing Facility () or
 - New Construction ()
 - Other ()

Quality of Life Improvement (X)

- Parks, Open Space ()
- Other (X)

Capital Improvements for Public Infrastructure

- Utilities ()
- Roadways ()
- Other ()

The proposed improvements are to be located within the following taxing district (s): City of Kerrville (x) Kerr County () Kerrville ISD () Ingram ISD () Center Point ISD ()

SECTION IV - PROJECT DESCRIPTION

Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed improvements; and (4) providing a list of eligible improvements; (5) provide a list of major, fixed equipment along with manufacturer specifications and cost quote from the manufacturer.

Should this project be approved, the Economic Improvement Corporation may require performance criteria as a part of the funding agreement, in addition to this application. The funding agreement is between the Economic Improvement Corporation and the City of Kerrville. Said funding agreement will outline project costs, timelines, other information may be necessary to carry out the project in an efficient manner.

SECTION V – ECONOMIC IMPACT INFORMATION

Part A- Project Investment in Improvements

Total	\$	\$2,294,584.70
Sq. Footage of New Building (s)		70,000
Size of Parking		
Other		

Part B- Project Investment in Fixed Equipment

(New)\$ _____
 Manufacturer of Equipment _____
 Anticipated Useful Life of Equipment _____
 Purchase Price \$ _____ Installation Cost \$ _____
 Anticipated Delivery time from Date of Order _____

Part C- Permanent Employment Estimates- (do not include owners, stockholders or their dependants)

Anticipated Number of New Full-Time Employees as a result of this project 0

Anticipated Number within 12 months of Completion of this project 0

Anticipated Number within 24 months of Completion of this project 0

Typical Job Descriptions or Job Titles

Anticipated starting salaries of these employees: (avg.) \$ 0 /hour

Part D- Permanent Part-Time Employment Estimates-
(do not include owners, stockholders or their dependents)

Anticipated Number of New Part-Time Employees as a result of this project 0

Anticipated Number within 12 months of Completion of this project 0

Anticipated Number within 24 months of Completion of this project 0

Typical Job Descriptions or Job Titles of these employees: _____

Anticipated starting salaries of these employees: (avg.) \$ 0 / hour

Part E- Payroll Impact

Within 12 months of Project Completion 0 Within 24 months of Project Completion 0

\$ 0
FTE X Avg. Wage X 40 hrs X 52 wks

\$ 0
PTE X Avg. Wage X 20 hrs X 52 wks

SECTION VI- OTHER ASSISTANCE

Has the Company applied for any State or Federal assistance on this project? No (X) Yes ()

Describe:

To the best of my knowledge, the above information is an accurate description of the proposed project details.

Bob Reeves

Printed name

July 2, 2012

Date

President - HCDJLSA

Title



Signature

For additional information visit the City's website at www.kerrvilletx.gov or call 830.792.8343.

Amended 01-18-10



Hill Country District Junior Livestock Show, Inc.

P.O. BOX 291217
KERRVILLE, TEXAS 78029

Project Description

The Hill Country District Livestock Show Association is working in partnership with Kerr County on a multi-use facility and exhibition center. The project is broken down into two phases.

The first phase is the building of a 48,000 square foot fully enclosed metal building that will have a concrete slab, bathrooms, wash stalls, 16' roll-up doors, and potentially a rainwater collection system. The phase one facility will need some amenities including new pens, arena, bleaches, and an announcer's stand. The multi-use facility site work was started in March of 2012. Kerr County Road and Bridge Department took the old facility down and built a pad for the new building. On Monday, July 2nd, 2012 bids will be opened from general contractors for the completion of the facility. The funding for the building part of phase one of the facility is being provided by Kerr County. The amenities inside the facility will be provided and owned by the Hill Country District Livestock Show Association. The rainwater collection system is being bid as a separate item that can be omitted from the bid, it consist of two storage tanks capable of storing 65,000 gallons. Kerr County is looking at grants from UGRA, LCRA, and Headwaters Groundwaters Conservation District for the funding of the rainwater collection system.

Phase two of the facility will be an exhibition center. It will be a 22,000 square foot metal building that will be finished out. The exhibition center will include a concrete slab, bathrooms, concession stand, office space, and air conditioning. The center will have partitions, so that the facility can be divided into separate rooms, in order for more than one activity to be held at the same time. The second phase is planned to start in February of 2013 pending funding. The estimate for building and furnishing the exhibition center is \$1,000,000. The funding is to be: Kerr County will provide \$500,000 and they have asked the Hill Country District Livestock Show Association to provide the other \$500,000.

Budget for Building of New Multi-Use Facility

	Potential Funding	Funding Needed
Phase 1 Expenses		
Building of a 48,000 SF Metal Building w/ concrete slab, Plumbing, Wash Stalls, Improved bathrooms, and Rainwater Collection System*	\$1,000,000.00	
Pens, arena fencing, gates, bleachers, Announcers Stand, Electronic Scales, and Large Fans.	<u>\$294,584.70</u>	
Total Expenses for Phase 1	\$1,294,584.70	
Phase 1 Funding		
Kerr County	\$1,000,000.00	
Pending Grant application with Local Foundations		\$125,000.00
Hill Country District Livestock Association Cash on Hand	<u>\$35,000.00</u>	
Total Revenue for Phase 1	\$1,035,000.00	
AMOUNT NEEDED TO FINISH PHASE 1		\$259,584.70
Phase 2 Expenses		
Building of a 22,000 SF Metal Building w/ concrete slab, Air Conditioning, Plumbing. Bathrooms, Office space, and Concession Stand	<u>\$1,000,000.00</u>	
Total Expenses for Phase 1	\$1,000,000.00	
Phase 2 Funding		
Kerr County	<u>\$500,000.00</u>	
Total Revenue for Phase 1	\$500,000.00	
AMOUNT NEEDED TO FINISH PHASE 1		<u>\$500,000.00</u>
 TOTAL AMOUNT NEEDED		 \$759,584.70

* bids will be opened with an option for the installation of the Rainwater Collection System. The installation will depend on price and the ability to acquire grant funding for UGRA, LCRA, and Headwaters Conservation.

Economic Impact

The Hill Country District Livestock Show and the addition of the new multi-use facility and exhibit center have the potential of making a significant impact on the local economy. One of the ways this is being made possible is turning the "show barn" into a facility that can be used for many other activities such as antique shows, other livestock shows, gun shows, home and garden shows, and hunting and fishing extravaganzas. This meaning that the facility will be used more throughout the year.

The Kerrville Convention and Visitor Bureau have calculated the average visitor spends \$105 per day that they stay in Kerrville. If the new facility is rented out for 40 weekends per year and the average attendance per event is 300 people than the revenue would be more than \$2,500,000, and that is only on weekends, not including the weekdays or the possibility of more than one event going on at the same time (Arnold, 15).

As for the Hill Country District Livestock show, we use the facility for our show in January, it is the single biggest event held at the facility each year. We have 1186 exhibitors from 33 counties showing 2692 entries, approximately 25% of these exhibitors are from Kerr County, so 890 of these exhibitors must travel to Kerr County. If each exhibitor is here with parents for 3 days, the revenue generated would be around \$850,000.

The Hill Country District Livestock Show Association has been approached in the past by some members of other counties that participate in the show, asking for us to move the show to their facilities. The reasoning the other counties give are the size and accommodations of the existing facilities. With the new facility the Hill Country District Livestock Show Association will not have to consider other counties proposals.

Arnold, Bonnie. (2012, June 27). Initial Ag Barn efforts shows promise. *Hill Country Community Journal*, pp. 1, 15.

History

The Hill Country District Junior Livestock Show Association will host the sixty-ninth annual livestock in January of 2013. The organization began in January 1944 to serve Hill Country youth involved 4-H and FFA. With a continued purpose to promote agriculture, youth are afforded hands-on experiences through their livestock projects. These experiences include breeding, selecting, feeding, grooming and record keeping. Through these experiences, youth learn life skills such as responsibility, record keeping and ultimately leadership, by mentoring younger, less experienced exhibitors. The sale following the show is the ultimate reward for months of hard work.

As a result of the association's continued success, our financial responsibility continues to increase. Around three hundred and thirty (330) businesses and individuals in the area continued to increase support as they realize the lifelong benefits to these youth. We have approximately 375 sale lots in the sale each year. Historically, eighty percent (80%) of these sale lots are youth in Kerr County and we estimate ten percent (10%) from Bandera, Edwards, Gillespie, Kendall, Kimble and Real counties. The 2011 gross sale was in excess of \$930,000.

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

Another major contribution to our youth is the HCDJLS scholarship program. Each year the association funds between \$35,000 and \$40,000 in collegiate scholarships. This money is awarded to county and district exhibitors who have participated in the Hill Country District Junior Livestock Show with an emphasis on Kerr County Youth. We also award \$17,500 in show scholarships for breeding animals, Ag Mechanics, and showmanship.

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

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

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

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

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

The Association has also been working with the Kerr County Commissioners to address the facility needs. Due to safety issues and aging facilities, what is now the hog barn {built in 1957} is being torn down and replaced with a brand new facility to be funded by the county. The board is excited to be part of such this project, which will be beneficial to Kerr County as well as

the City of Kerrville but we are most excited to be able to safely and efficiently house the Hill Country District Junior Livestock Show. With this new project comes new challenges and the Association is eager to find funding to be sure that our success continues for years to come.

The Hill Country District Livestock Show Association
Who Are We?

The Hill Country District Livestock Show Association is the 5th largest stock show in Texas, and is comprised of an approximately 100 volunteer's general board that contributes a vast number of hours throughout the year to benefit the association. We are the largest show in Texas with no paid employees. The organization is governed by a 16 member executive board. The general board is made up of policeman, fireman, doctors, teachers, business owners, city, county, and state workers, mechanics, and retirees. These are people that you see on a daily basis and work hard for a living, then donate their time to the association.

HILL COUNTRY DISTRICT JUNIOR LIVESTOCK SHOW ASSOCIATION, INC.

BOARD MEMBERS

EXECUTIVE BOARD

Bob Reeves-President

Bobby Balser-1st Vice President

Steve Bauer-2nd Vice President

Rusty Henderson-Treasurer

Dolly Coldwell-Secretary

Jim Behrens

Brian Compton

Dutch Dreibrod

Mark Dunning

Laura Juenke

Ernie Kaiser

AJ Knaggs

Dawn Lantz

Kim Metcalf

Steve Nelson

Pat Ross

GENERAL BOARD OF DIRECTORS

Craig Althaus	Dustin Althaus	Bobby Balsler	Ryan Balsler
Mary Beth Bauer	Candi Behrens	Debra Behrens	Jim Behrens
Mike Bingham	Rick Boles	Rex Brand	Eddie Byrom
Will Calcote	Mark Chapa	Courtney Compton	Kristan Craddock
Billy Crawley	Karol Davenport	Trey Dittmar	Dutch Dreibrodt
Mark Dunning	Ed Felts	Jackie Felts	Michael Felts
Lindsey Forster	Stacy Fritz	Harry Gartrell	Lynn Gazaway
Ronny Gazaway	David Geistweidt	Janet Goldman	Don Harris
Johnny Hawkins	Justin Hawkins	Rick Heimann	Becky Henderson
Rusty Henderson	Frank Hooten	Cortney Hopper	Mike Juenke
Cathy Keith	Sarah Kitchens	John Krause	Jason Lackey
Gwen Lambert	Tommy Lambert	Ralph Langley	Eric Lantz
Kathy Leifeste	Craig Lenard	Josh Limmer	Lorenzo Lopez
Charles Mains	Michael Mann	Kevin Marquardt	Jim Merrick
Harvey Metcalf	Jamie McClintock	Gary Miears	Bill Moore
Brian Nentwich	Robert Neuman	Keith Olive	Marsha Olson
Randy Olson	Donnie Pelzel	Staci Pollard	Jimmy Poole
Donald Reeh	Pat Ross	Fred Speck	Justin Steeler
Danny Symm	Caryn Talarico	Jeff Talarico	Lori Titsworth
Carmen Trevino	Tom Underwood	David Vater	Holley Vater
Bridget Vincent	Russell Vincent	Roy Walston	Sherri Walters
Larry Webb	Shannon Webb	Gordy Westbrook	James Wood
Jennifer Wooton	Sherry Wooton		

2012/2013 Budget

Income

Entry Fees	\$68,000
Auction commission	\$43,000
Trophies/Added Money Etc	\$12,000
Fundraiser	\$96,000
Interest	\$1,100

Total Income \$220,100

Operations

Insurance	\$2,300
Interest/Bank Charges	\$1,400
Legal/Professional	\$12,000
Postage	\$200
Printing	\$1,000
Utilities/Phone	\$960

Total Operations \$18,060

Assumes Audit and Legal

Appreciation Party \$10,000

All Expenses

Fundraiser \$54,000

Auction \$24,000

Exclusive of Exhibitor Checks

Capital Purchases

Computer/Equipment Upgrade \$3,000

Stockshow \$65,000

All Sources

Total Expenses \$174,060

Net Income \$46,040

Less Fundraiser Net \$42,000

Projected Balance End of Fiscal Year \$4,040

Expenses From Restricted Funds

Transfer From Dry Dock/Kralovet	\$5,000
Calcote Memorial	1000
2011 Fundraiser Scholarships	\$34,167
Breeding Show Scholarships	\$14,000

Total \$54,167

Equip. For New Barn \$36,995

Agenda Item:

5C. Discussion concerning topics from joint City Council/EIC meeting held on June 12, 2012 and EIC Board meeting on June 18, 2012. (Wendele)

- Downtown Wi-Fi;
- Scott Schreiner Golf Course Parking Lot Improvement Project;
- Scott Schreiner Golf Course Pavilion Project; and
- Soccer Complex Improvements Project

**TO BE CONSIDERED BY THE
ECOMONIC IMPROVEMENT CORPORATION,
CITY OF KERRVILLE, TEXAS**

SUBJECT: Discussion concerning topics from joint City Council/EIC meeting held on June 12, 2012 and EIC Board meeting on June 18, 2012

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** July 11, 2012

SUBMITTED BY: Mindy N. Wendele **CLEARANCES:**
Director of Business Programs

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Economic Improvement Corporation held a joint meeting with City Council on June 12, 2012 to discuss possible future projects. During the June 18, 2012 EIC Board meeting members prioritized the projects to the top three. They are:

- Downtown Wi-Fi
- Scott Schreiner Municipal Golf Course pavilion and parking improvements
- Soccer field(s) improvements

Staff was directed to research cost estimates for the projects and present the findings at the July 16 meeting. Improvements to the golf course and soccer fields are available with the downtown Wi-Fi estimates available next month.

RECOMMENDED ACTION

For discussion and to provide additional direction to staff.

EIC Downtown Wireless Project

As staff began engaging vendors in discussions regarding a downtown wireless concept, we found several interested companies. However getting those companies to commit to doing a detailed design for free with no guarantee they would get to work on the project proved difficult.

We have two options at this point. The first is to fund \$5,000 towards a design and cost analysis for this project and then make a determination whether or not we continue the project through bids. The second is to go straight to bids and, depending how they come back, move forward or divert resources to other projects.

Staff recommends moving forward with the RFP process. This route will cost less up front and will move the decision making process along faster than if EIC funded a design up front.

Below are several key points staff would like to have EIC review and gain consensus on so it can be included in the RFP:

Coverage Area – since we are unsure what the approximate cost would be for the project, we would ask vendors to provide bids that include three options (see included maps):

- The Downtown Core District
- The Downtown Core District, Louise Hays Park, and a few additional blocks adjacent to the Downtown Core District
- The entire Central Business District and Louise Hays Park

Support/Maintenance - Outdoor wireless equipment requires routine maintenance, support and replacement. IT staff currently does not have the expertise or capacity to take this one, so we would look for the vendor to provide options.

Coverage strength – What level of building penetration do we expect from this wireless signal. Do we want strong coverage inside facilities or do we want to focus the signal only on outdoor spaces and allow some signal to bleed over inside facilities?

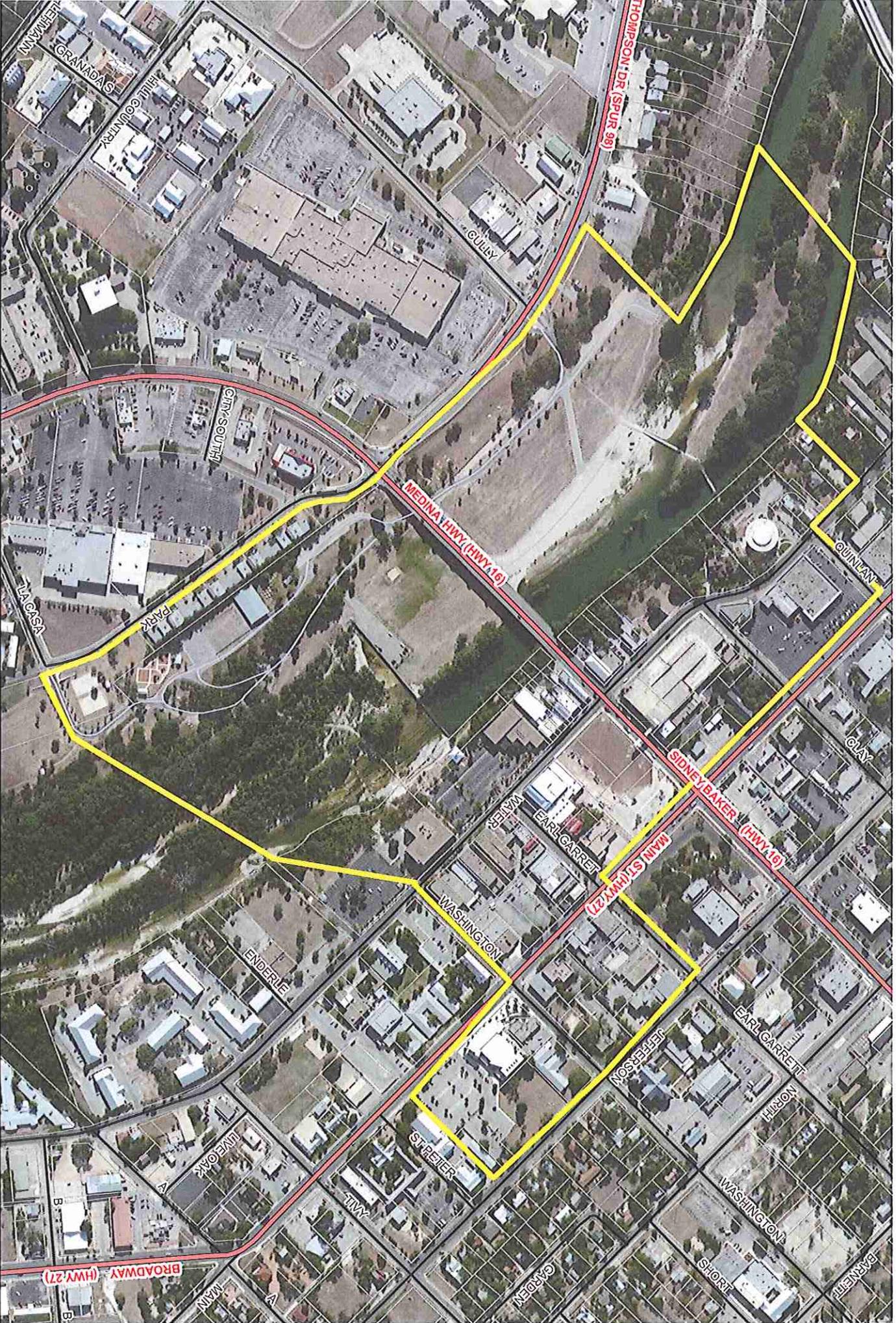
Timeline Proposal

- August 20, 2012 –Public hearing/ funding agreement approved by EIC
- September 25,2012 – City Council Reviews/Approves funding agreement
- October 1, 2012 – Begin RFP period
- October 6, 2012 and October 13, 2012 – Advertise RFP
- October 17, 2012– Pre-Bid Meeting with potential bidders
- October 26, 2012 - RFP's are due to the city
- November 9, 2012 - Vendor starts installation with completion no later than January 31, 2012

RFP Review Committee - Staff would like to have a member of EIC participate in the RFP review and recommendation process.

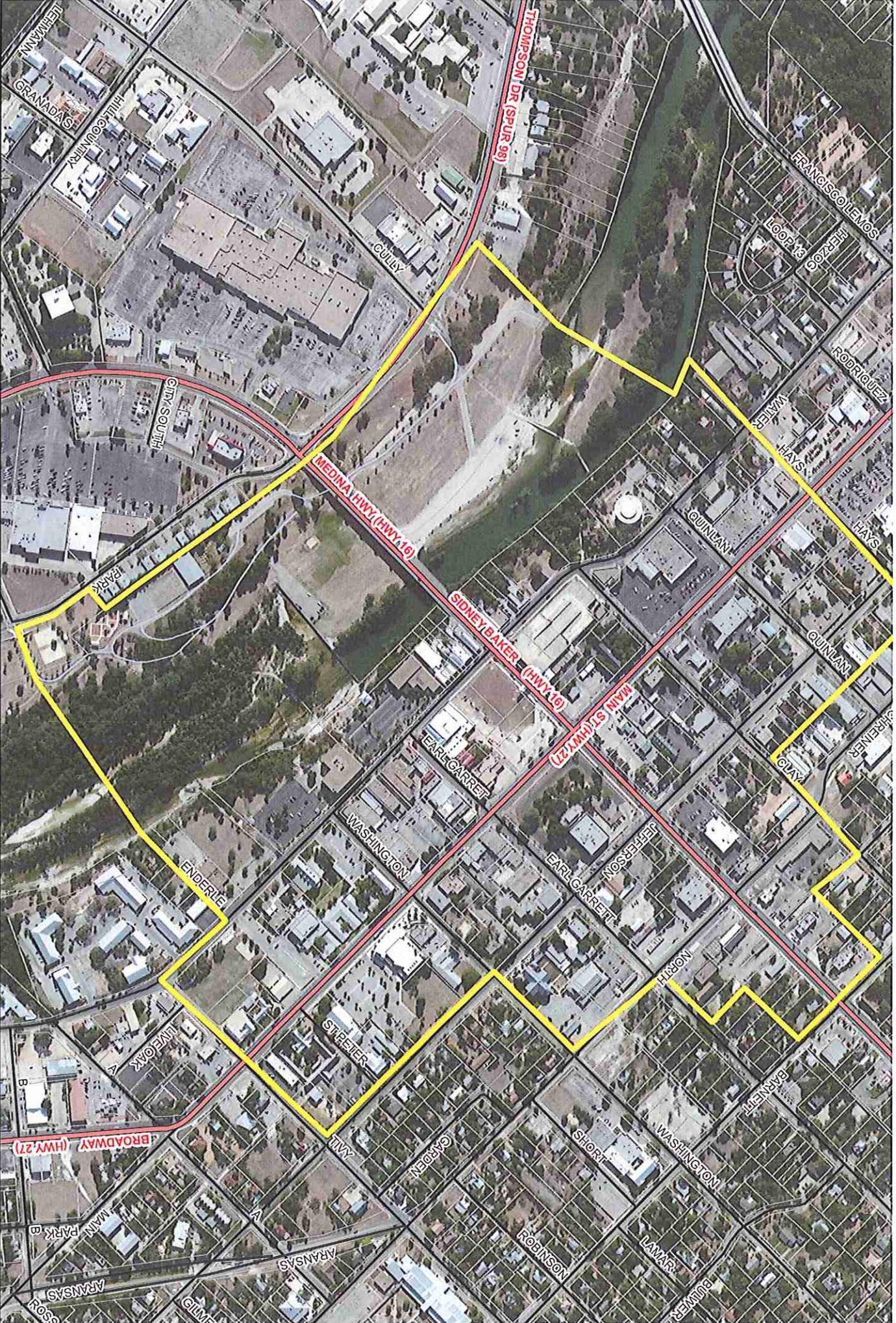
Additional Expenses – Outside of any annual support/maintenance fees as part of this project, there will be a recurring fee for internet bandwidth. Usage will dictate what is needed. Two options are:

- 20 Mbps = \$129.95 /mo
- 50 Mbps = \$214.95 /mo



Wireless Coverage

Antenna ?



Wireless Coverage

Antenna 2

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

SUBJECT: Scott Schreiner Golf Course Parking Lot Improvement Project

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** July 12, 2012

SUBMITTED BY: Kristine Ondrias *XO* **CLEARANCES:**
Assistant City Manager

EXHIBITS: Final Concept for Parking Lot Improvement
Engineering Design Proposal
Preliminary Engineer's Estimate

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

In May 2009, staff engaged Halff Associates Engineering and Landscape Architecture firm to address on-going parking concerns and future development of the entrance site to the golf course in anticipation of the opening of Golf Ave (FM1341) to Holdsworth Drive. The original concept through discussions with the Golf Course Advisory Board was to close Country Club Drive. Halff Associates provided six conceptual drawings for staff and the Golf Course Board to consider and the attached was selected as the final concept for the parking lot improvement project. This option provided for the best access to the site and surrounding residences as well as increased parking for the golf course and improved aesthetics for the site.

The Economic Improvement Corporation, after discussion at the Joint City Council/EIC meeting, asked staff to bring back more specific details concerning this project. Staff asked Hewitt Engineering to provide a preliminary cost estimate and a design proposal cost estimate for the final concept plan. (Attached for review) The following are costs associated with this project:

Engineering Design	\$ 23,800
Construction Estimate	\$308,341
Materials Testing	\$ 5,000
Total Project Cost	\$337,141

This project, if approved, would consist of approximately 100 parking stalls increasing roughly 30 parking spots from the current configuration, one main entrance into the golf course simplifying circulation, landscape median to provide aesthetics and shade, plaza area in front of the pro shop and a screen for the adjacent residences.

Potential Timeline

July 16, 2012	Presentation to EIC / Receive Direction to move forward
July 24, 2012	Approval from City Council to submit application
August 20, 2012	EIC application for project
September 17, 2012	EIC Funding Agreement for project
October 23, 2012	City Council approval of Funding Agreement for project
November 1, 2012	Begin engineering design
December 31, 2012	Complete engineering design
January 4, 2013	1 st Advertisement for bid
January 11, 2013	2 nd Advertisement for bid
January 15, 2013	Pre- Bid meeting with potential contractors
January 22, 2013	Open Bids for project
February 12, 2013	City Council awards construction of project
February 22, 2013	Pre-Construction Meeting
February 25, 2013	Construction begins
March 29, 2013	Construction completed
April 1, 2013	Parking opens for use

RECOMMENDED ACTION

Give staff direction on next step of project.



Hewitt Engineering Inc.

Consulting Engineering Services

July 12, 2012

Mr. Dieter Werner, P.E.
Director of Engineering
City of Kerrville
800 Junction Highway
Kerrville, TX 78028-5069

Re: Schreiner Golf Course Parking Lot Improvements-Final Design Fee Proposal

Dear Dieter,

Per your request, I have prepared a scope and fee schedule for the preparation of final design plans and specifications associated with the Scott Schreiner Golf Course parking lot improvements. The project will consist of approximately 5,555 square yards of asphalt pavement for 100 parking stalls and required drainage improvements, irrigation and landscaping. The proposed design services include field surveying by Voelkel Land Surveying, PLLC and geotechnical borings and an engineering report from Rock Engineering & Testing Laboratory, Inc. The scope of services includes the following tasks:

1. Prepare Final Plan Sheets and Details (approximately 11 sheets)
2. Prepare Technical Specifications and Bid Documents
3. Submit 60%, 90% and 100% Plans and Specifications to the City
4. Prepare Project Scheduling, Bid Quantities, and Cost Estimates
5. Coordinate with City staff and Subconsultants
6. Provide topographic survey and geotechnical analysis
7. Attend Prebid conference, evaluate bids and prepare contractor recommendation
8. Provide Construction Phase Services including meetings, site visits and as-built drawings

The final result of this project will be one set of signed and sealed original drawings (approximately 11 sheets), three sets of full size and five sets of half size drawings, and technical specifications in order to solicit contractor bids. The total lump sum fee to perform these tasks including Basic and Additional Services including all expenses is \$23,800. This fee consists of Basic Design Services of \$17,550, Additional Design Services of \$3,000 which includes \$1,350 for surveying and \$1,650 for geotechnical design by Rock Engineering and \$3,250 for Construction Phase Services. Exhibit "A" provides a detailed man hour estimate of the fees associated with each of the individual design and coordination tasks. The subconsultant proposals are attached.

Please feel free to contact me at 315-8800 or by email at jmhewitt@hewitt-inc.com if you have any questions.

Sincerely,

John M. Hewitt, P.E., CFM
Hewitt Engineering, Inc.

Attachments

068

**EXHIBIT A
DESIGN FEE SUMMARY
SCHREINER GOLF COURSE IMPROVEMENTS**

Sht	Description	Total Labor Cost	Eng Hours	CADD Hours	Total Hours
BASIC DESIGN SERVICES					
1	Cover Sheet, Sheet Index & Location Map	\$610	2	6	8
2	General Notes	\$980	4	8	12
3	Survey Control Sheet (Benchmarks and Baseline)	\$245	1	2	3
4	Dimension Control Sheet	\$245	1	2	3
5	Drainage Area Map	\$980	4	8	12
6	Paving, Grading and Drainage Plan Sheets (2)	\$4,900	20	40	60
7	Erosion Control Plan	\$730	2	8	10
8	Erosion Control Details	\$490	2	4	6
9	Paving Details	\$1,100	4	10	14
10	Miscellaneous and Drainage Details	\$1,100	4	10	14
11	Coordination, Meetings w/City Staff and Subconsultants	\$1,000	8		8
12	Drainage and Paving Calculations	\$1,250	10		10
13	Prepare Specifications & Cost Estimates	\$3,000	24		24
14	Attend Prebid & Prepare Recommendation Letter	\$375	3		3
15	Expenses (Reproduction and Mileage)	\$545			
	SUBTOTAL	\$17,550	89	98	187
CONSTRUCTION PHASE SERVICES					
16	Attend Preconstruction & Progress Meetings	\$750	6		6
17	Construction Site Visits and Submittal Reviews	\$1,500	12		12
18	Prepare As-Built Drawings	\$1,000	8		8
19	Expenses (Mylar As Bults and Mileage)	\$400			
	SUBTOTAL	\$3,250	26	0	26
ADDITIONAL SERVICES					
20	Surveying (Voelkel)	\$1,350			
21	Geotechnical (Rock Engineering)	\$1,650			
	SUBTOTAL	\$3,000			
	TOTAL	\$23,800	115	98	213



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

July 9, 2012

Hewitt Engineering
716 Barnett Street
Kerrville, TX 78028

Attention: John Hewitt, P.E.

**SUBJECT: PROPOSAL TO PERFORM A SUBSURFACE INVESTIGATION FOR THE PROPOSED PARKING LOT REPLACEMENT PROJECT
SCHRIENER GOLF COURSE
KERVILLE, TEXAS
RETL Proposal Number: P070912B**

Dear Mr. Hewitt,

Introduction

Rock Engineering and Testing Laboratory, Inc. (RETL) is pleased to provide this proposal to perform a subsurface investigation for the Proposed Parking Lot Replacement Project at Schriener Golf Course in Kerrville, Texas. It is understood that the existing HMAC parking lot will be removed and replaced with a new HMAC parking lot and pavement section thickness recommendations are requested.

Based on the parking lot size, RETL proposes to perform two (2) test borings at the site, each drilled to a depth of 5-feet with a hand auger. The subsurface investigation, laboratory testing program, and geotechnical engineering scope of work will be as follows:

Scope of the Subsurface Investigation

The field work will consist of the following:

- RETL will locate the test borings at the time of the investigation.
- RETL will notify the "Texas 811" System to locate underground utilities.
- RETL requests that a representative of the golf course who is familiar with the property be present at the site at the time of the drilling operations.
- An RETL representative will be present at the site to coordinate the drilling and sampling activities, as well as prepare field boring logs.
- Two (2) test borings will be completed to a depth of 5-feet with a hand auger.
- Soil samples will be obtained at one-foot intervals unless subsurface conditions warrant additional sampling.
- The boreholes will be backfilled with excavated soil.

ROCK ENGINEERING & TESTING LABORATORY, INC. (TBPE NO. 2101)
18847 Redland Rd.; Suite 202 • San Antonio, Texas, 78259
Office: (210) 495-8000 • Fax: (210) 495-8015 • www.rocktesting.com

July 9, 2012
John Hewitt, P.E.
RETL Proposal No.: P070912B

PARKING LOT REPLACEMENT
Schriener Golf Course
Kerrville, Texas

Scope of the Laboratory Testing Program

The laboratory-testing program will consist of the following:

- Visual classification (ASTM D2487)
- Moisture content tests (ASTM D2216)
- Atterberg limits tests (ASTM D4318)
- Percent material finer than the #200 sieve tests (ASTM D1140)

All phases of the laboratory-testing program will be performed in general accordance with applicable ASTM Specifications

Geotechnical Engineering Report

In addition to the field and laboratory testing, a geotechnical engineering letter report will be prepared that includes a description of the field exploration and laboratory tests, boring logs, a discussion of the engineering properties of the subsurface materials encountered, and flexible HMAC paving recommendations.

Fee and Limitations

The total lump sum fee to perform the scope of work outlined above will be \$1,500.00. If desired, RETL can provide verbal findings of the investigation as field and laboratory test results become available.

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Client shall provide for RETL's right to enter the site and that the test boring locations are accessible to the drilling equipment and clear of utilities in order for RETL to fulfill the Scope of Services included hereunder.

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RETL, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the above named parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of RETL.

The Parties to this agreement agree that if any claim is made that RETL failed to comply with any term of this agreement or that it failed to perform its work and/or duties under this agreement properly, the client, upon proof that there was some failure to comply or some mistake in the performance of the work, shall not be entitled to recover any sum greater than the amount paid by the client to RETL for the service performed by RETL.

Either the Client or RETL may terminate this Agreement at any time with or without cause upon giving the other party 10-calendar days prior written notice. The Client shall within 10 calendar days of termination pay RETL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

July 9, 2012
John Hewitt, P.E.
RETL Proposal No.: P070912B

PARKING LOT REPLACEMENT
Schriener Golf Course
Kerrville, Texas

Closing

If you are in agreement with our proposed scope of work and fee, please provide authorization to proceed by signing below and returning one copy to us. Thank you for your consideration of our firm to assist you with this project. If you have any questions, or comments, please call at (210) 495-8000 or (210) 365-9311.

Sincerely,



Kyle D. Hammock, P.E.
Vice President - San Antonio

ACCEPTED AND APPROVED

By: _____

Date: _____

Terms: 30 Days after receipt of report

**Schreiner Golf Course Parking Lot Improvements
Preliminary Engineer's Estimate**

ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
Mobilization and Bonds (5% of Base Bid)	1	LS	\$15,000	\$15,000
Drainage/Grading Improvements	1	LS	\$10,000	\$10,000
Asphalt Paving Replacement	5555	SY	\$42	\$233,310
Concrete Curb Replacement	100	LF	\$10	\$1,000
Concrete Sidewalk Replacement	25	SY	\$40	\$1,000
Landscaping Allowance	1	LS	\$15,000	\$15,000
Erosion Control Plan	1	LS	\$2,000	\$2,000
Material Testing	1	LS	\$2,000	\$2,000
Construction Staking	1	LS	\$1,000	\$1,000
TOTAL				\$280,310
Contingency (10%)	1	LS	\$28,031	\$28,031
TOTAL				\$308,341

FINAL CONCEPT



APPROXIMATELY 100 PARKING STALLS
ONE MAIN ENTRANCE INTO THE GOLF COURSE
NO PULL-THROUGH PARKING
ONE-WAY PARKING SIMPLIFIES CIRCULATION
LANDSCAPED MEDIAN TO PROVIDE AESTHETICS AND SHADE
CREATES A LARGE PLAZA AREA
SCREEN PROVIDED FOR ADJACENT RESIDENCES



SCOTT SCHREINER GOLF COURSE PARKING LOT
KERRVILLE, TEXAS

MAY 2009

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

SUBJECT: Scott Schreiner Golf Course Pavilion Project

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** July 12, 2012

SUBMITTED BY: Kristine Ondrias  **CLEARANCES:**
Assistant City Manager

EXHIBITS: Pavilion Concepts
Architect Design Proposal

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

In 2005, the Kerrville Golf Association and the Golf Course Advisory Board asked Peter Lewis Architect + Associates to provide conceptual drawings for the addition of a pavilion on the former number one tee box outside of the golf course pro-shop. This pavilion would be used as a gathering space for participants of tournaments to eat and have award ceremonies.

The Economic Improvement Corporation, after discussion at the Joint City Council/EIC meeting, asked staff to bring back more specific details concerning this project. Staff asked Peter Lewis Architect + Associates to provide updated conceptual drawings and a design proposal cost estimate for a pavilion project not to exceed a budget of \$250,000. (Attached for review) The following are costs associated with this project:

Architectural Design	\$ 18,500
Construction Estimate	\$250,000
Materials Testing	\$ 2,500
Total Project Cost	\$271,000

This project, if approved, would consist of approximately a 40x40 covered pavilion or 1600 square feet of covered space with a standing seam roof to match the pro-shop, rehabilitation of the retaining wall below pavilion area, cart path connection from pavilion area to the course, electrical outlets, lights, ceiling fans, score board for tournaments and stone/brick on the pavilion columns to bring the pro-shop building and the pavilion together.

Potential Timeline

July 16, 2012	Presentation to EIC / Receive Direction to move forward
July 24, 2012	Approval from City Council to submit application
August 20, 2012	EIC application for project
September 17, 2012	EIC Funding Agreement for project
October 23, 2012	City Council approval of Funding Agreement for project
November 1, 2012	Begin design
December 31, 2012	Complete design
January 4, 2013	1 st Advertisement for bid
January 11, 2013	2 nd Advertisement for bid
January 15, 2013	Pre- Bid meeting with potential contractors
January 22, 2013	Open Bids for project
February 12, 2013	City Council awards construction of project
February 22, 2013	Pre-Construction Meeting
February 25, 2013	Construction begins
March 29, 2013	Construction completed
April 1, 2013	Pavilion opens for use

RECOMMENDED ACTION

Give staff direction on next step of project.



PETER LEWIS
ARCHITECT + ASSOCIATES

July 12, 2012

Kristine Ondrias, Assistant City Manager
City of Kerrville
800 Junction Highway
Kerrville, TX 78028

RE: Professional Design Services Proposal
Scott Schreiner Golf Course Pavilion
Kerrville, Texas

Dear Kristine:

Thank you for the continuing opportunity to be of service to the City of Kerrville

Based generally upon preliminary Design drawings prepared in October of 2005 and my meeting with Scott McDonough, on April 13, 2012, we have prepared this Proposal. Please allow the following to document our understanding of Scope, Services and Fee.

I. Work Scope

- A. 40'x40' covered area with concrete slab
- B. Site grading and retaining wall
- C. Sidewalk connection to parking area
- D. Lighting and ceiling fans
- E. ADA/TAS compliance

II. Scope of Services

- A. Meet with Assistant City Manager, City staff and EIC representative, as required
- B. Meet with Scott Schreiner Golf Course staff, as required
- C. As-built survey and documentation
- D. Schematic Design Services
 - 1. Site Plan
 - 2. Architectural Floor Plan
 - 3. Exterior Elevations
 - 4. Presentation Drawings
- E. Construction Document Services (DD/CD)
 - 1. Demolition Plans
 - 2. Site Grading and Retaining Wall : Maxwell Engineering, PLLC
 - 3. Architectural
 - 4. Electrical: ESA Mechanical & Electrical Engineering, Inc.
 - 5. Foundation and Framing Plans: Maxwell Engineering, PLLC.
 - 6. Project Specifications
 - 7. Assist City of Kerrville during Bid Phase, as required
- F. Construction Contract Administration Services (CCA)
 - 1. Periodic Site Visits
 - 2. Office Construction Administration
 - 3. Shop Drawing and Submittal Review
 - 4. Project Meetings with Owner and Contractor
 - 5. Review Applications for Payment and issue Certificates for Payment
 - 6. Issue Certificate of Substantial Completion

III. Fixed Fee

Our services will be provided for a Fixed Fee of Eighteen thousand Five hundred and no/100 dollars \$18,500.00

Architect	\$ 12,500.00
Civil	\$ 1,250.00
Structural	\$ 3,250.00
Electrical Engineer	\$ 1,500.00

IV. Reimbursable Expenses

Reimbursable expenses will be billed at a multiple of 1.15 times cost (invoice): reproduction of documents, shipping and mailing expenses, long distance telephone and fax, Consultants not included above. Project related mileage will be billed at current Standard Rate.

Estimated Reimbursable Expenses \$ 500.00

V. Additional Services, if requested and approved in writing, will be provided on an Hourly basis according to our Hourly Fee Schedule

Principal/Overall Project Manager	\$ 135.00/Hr.
Project Architect	\$ 110.00/Hr.
Professional Intern	\$ 75.00/Hr.
Project Technician	\$ 60.00/Hr.
Admin./Clerical	\$ 35.00/Hr.

This Professional Design Services Proposal generally describes the Services to be provided and their associated Fees. If we are in agreement on both of these items, please indicate so by signing and returning a copy of this Proposal. Please call me, if you have any questions.

We look forward to getting started!

Very truly yours,



Peter W. Lewis, Architect
Principal

Accepted for City of Kerrville

Date

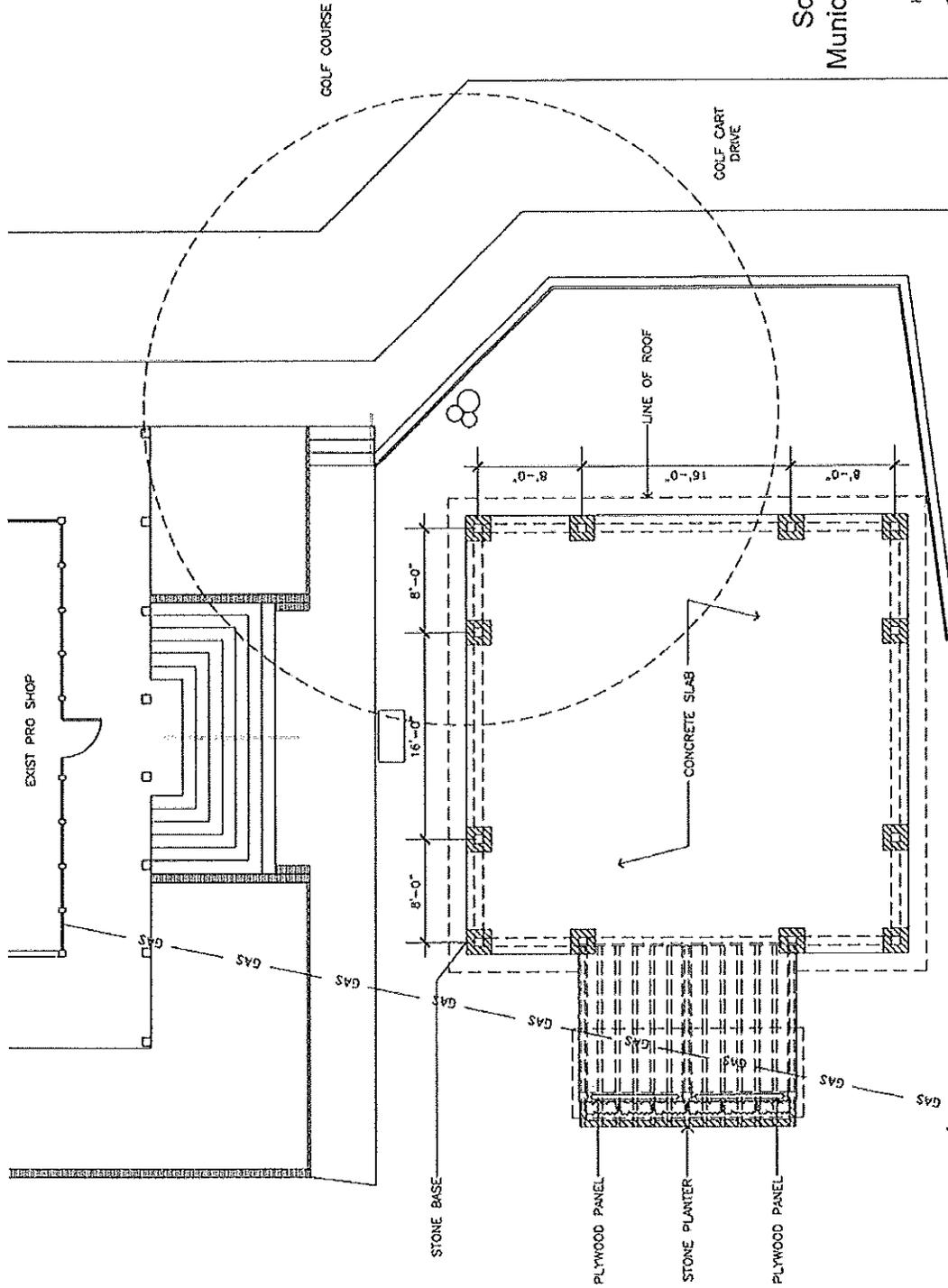
Scott Schreiner
Municipal Golf Course
Pavilion

1 Country Club Drive
Kerrville, Texas 79028

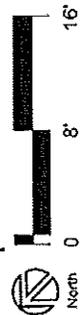
20-0523 10-6-05



PETER LEWIS
ARCHITECT + ASSOCIATES



Proposed Floor Plan



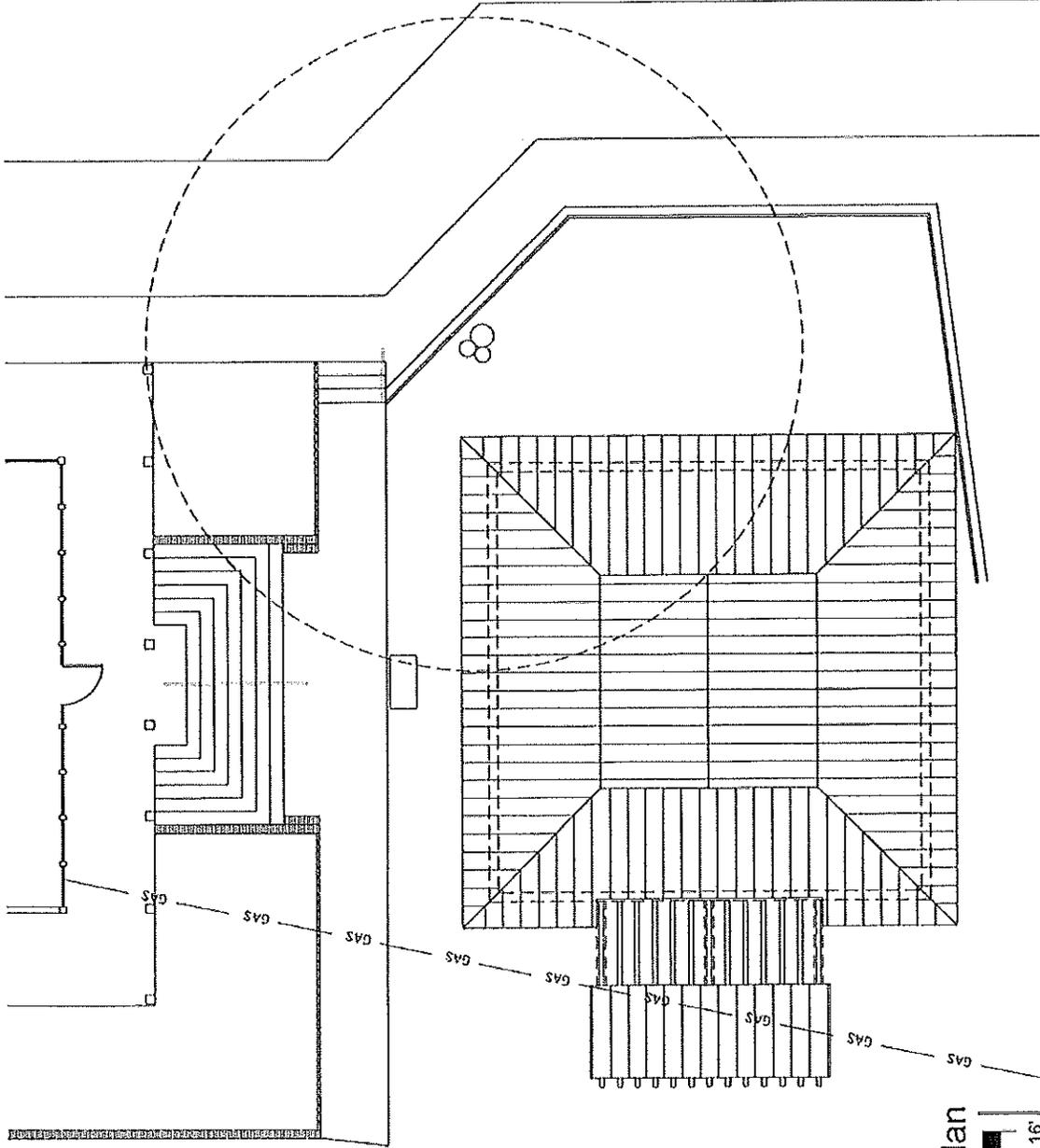
Schreiner Scott
Municipal Golf Course
Pavilion

1 Country Club Drive
Kernville, Texas 78028

20-0523 9-16-05

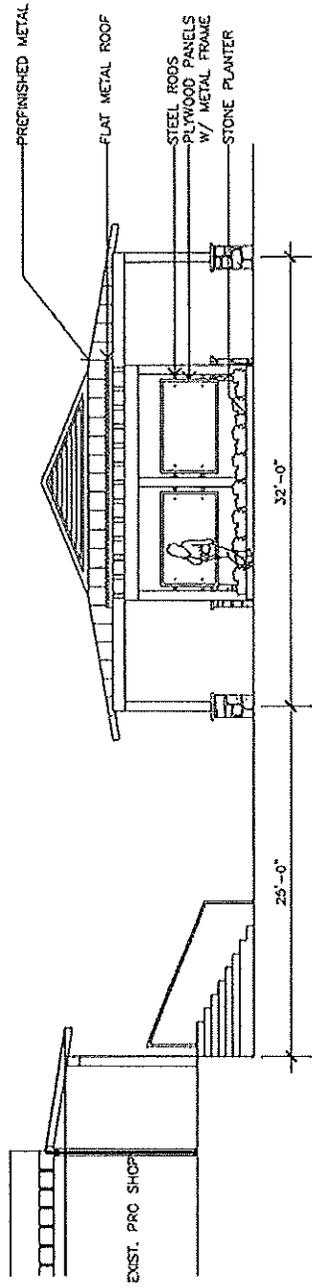


PETER LEWIS
ARCHITECT + ASSOCIATES

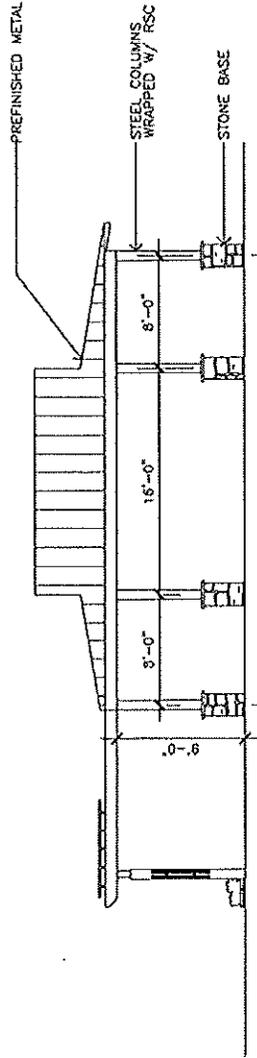


Proposed Site Plan





Proposed Northwest Elevation



Proposed Southwest Elevation



Scott Schreiner
Municipal Golf Course
Pavilion

1 Country Club Drive
Kerrville, Texas 78028

20-0523 10-6-05



PETER LEWIS
ARCHITECT + ASSOCIATES

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

SUBJECT: Soccer Complex Improvements Project

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** July 12, 2012

SUBMITTED BY: Kristine Ondrias  **CLEARANCES:**
Assistant City Manager

Malcolm Matthews
Parks and Recreation Director

EXHIBITS: Preliminary Scope of Possible Improvements and Cost Estimates

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

In June, the Economic Improvement Corporation, after discussion at the Joint City Council/EIC meeting, asked staff to bring back more specific details concerning this project. Staff has provided the attached preliminary projects and cost estimates as possible updates to the soccer facility used by Hill Country Youth Soccer Association and Hill Country Crush Soccer Association. Each cost estimate includes architectural and engineering design fees as well as estimated contingencies for each project listed.

Potential Timeline

July 16, 2012	Presentation to EIC / Receive Direction to move forward
July 24, 2012	Approval from City Council to submit application
August 20, 2012	EIC application for project
September 17, 2012	EIC Funding Agreement for project
October 23, 2012	City Council approval of Funding Agreement for project
November 2012	Begin working with each organization to develop construction timelines for approved projects

RECOMMENDED ACTION

Give staff direction on next step of project.

Soccer Complex Improvements (Landfill Road, Kerrville Texas)
Preliminary Scope of Possible Improvements and Cost Estimates
for Hill Country Youth Soccer Assoc. (HCYSA) and CRUSH Soccer Academy (CRUSH)

item	scope	cost estimate
Local Use Improvements (In priority)		
1. support bldg. for north area of complex (CRUSH)	approx. 1500 sf for restroom/concession/meeting room/storage bldg.; ADA compliance; site grading; utility extension/connection (water, wastewater, & electrical)	\$230,000
2. surface existing parking (both organizations)	asphalt paving* (± 11,000 sy), curb stops, signage; ADA compliance	\$100,000
3. existing fields improvements (both organizations)	soil/turf improvements, leveling; goal stabilization; seating upgrades; ADA compliance; upgrade ex. effluent irrigation	\$ 50,000
4. south support bldg. upgrades (HCYSA)	bldg. upgrades; ADA compliance	\$ 25,000
5. fencing/gates improvements (both organizations)	upgrade ± 1200 lf of perimeter fence; demo/grading; replace 3 pairs of gates/posts	\$ 28,000
6. front entry improvements (both organizations)	improve front entry/signage on Loop 534	\$ 6,000
7. security lighting upgrades (both organizations)	improve/expand security lighting	\$ 18,000
8. shade structures/trees (both organizations)	Install shade canopies; plant trees w/ drip irrigation	\$ 20,000
construction subtotal (<i>all item cost estimates include A/E and contingency</i>)		<u>\$477,000</u>
Tournament Related Improvements		
9. new field construction (both organizations)	add 1 multi-purpose field to the east; grading, irrigation extension, turf install, goals	\$ 35,000
10. additional parking (both organizations)	excavation/base/paving*(± 2200 sy), curb stops, signage; ADA compliance	\$ 35,000
11. pavilion for tournaments (both organizations)	approx. 1500 sf covered pavilion, ADA compliance; electrical service extension	\$ 135,000
12. signage (both organizations)	field numbering, directional signs, operational signs	\$ 4,000
construction subtotal (<i>all item cost estimates include A/E and contingency</i>)		<u>\$209,000</u>
Local Use Improvements and Tournament Related Enhancements		Total <u>\$686,000</u>

*to be completed by City forces; all other work by construction contract

Agenda Item:
(Staff)

5D. Review of EIC Funding Agreements for performance and clawbacks.
(Rickert)

Agenda Item:

6A. Update regarding River Trail and Parks projects. (Rickert)

**TO BE CONSIDERED BY THE
ECOMONIC IMPROVEMENT CORPORATION,
CITY OF KERRVILLE, TEXAS**

SUBJECT: EIC Monthly Report

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** July 11, 2012

SUBMITTED BY: Malcolm Matthews **CLEARANCES:** Kristine Ondrias 

EXHIBITS: Monthly Report

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

EIC Monthly Report on the River Trail and the Louise Hays and Lehmann & Monroe Parks projects.

RECOMMENDED ACTION

No action required.

EIC 4B Projects Status Report

River Trail and Parks Projects

July 16, 2012

4B Funds

\$6,000,000 (River Trail)

\$2,000,000 (Louise Hays and Lehmann & Monroe Parks Renovation)

EIC Status Report Kerrville River Trail

Package A

SCOPE

Package A extends from a new trailhead at the Riverside Nature Center parking lot, along the west property line of the RNC, down to the river's edge, under the Lemos St. Bridge, construction of a trail bridge across the river, through Tranquility Island, to the west end of the parking area in Louise Hays Park. The 10' wide trail will be constructed of concrete, except for the segment that runs along the RNC western property line. Total trail length: 0.6 miles

Amenities

Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, and signage. [Note: additional amenities, such as trail entries, kiosks, and interpretive signage, will be added, once designed.]

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easement to CoK from RNC	(complete)	RNC to provide easement to City	requires RNC approval
	lease renewal to RNC of CoK property	(complete)	City to provide lease to RNC	requires City Council approval
	approval from TxDOT and GLO for use of state property	(complete)	TxDOT approval of plans and Const./Maint. Agreement	SA office approval; include in MMA
	construction easements, if needed	NA	NA	NA
Property Survey	M&B and Topo surveys	(complete)	identify property boundary and grades	
Misc. Reports/Permits	LOMR	submit 7/31/12	flood level impact, if any	submittal to FEMA
	TPWD (land & water permit)	(complete)	coffer dam - bridge construction review	review by TPWD
	USACE	(complete)	involves jurisdictional waters of the US	no USACE individual permit required
Design Routing Preliminary Design	under contract - Hewitt Engineering			
	location of trail	(complete)	define gradients and layout (complete)	
	schematic plans with amenities; prelim. costs	50% review - 12/2/11 (complete) 75% review - 1/13/12 (complete) 90% review - 2/20/12 (complete)	all project elements all project elements all project elements	
Construction Drawings Bidding/Contracts	final plans/specs/costs/ documents	(complete)	all project elements	
	secure contractor	Bid March 2012; award May 2012 to Westar Construction	bid process, contract prep	project delay, bid cost, permit approvals, etc.
Construction	build project	began May 2012; 30% complete; completion in Sept. 2012	sequencing of work	typical delays/field alterations

FUNDING - BUDGET		Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package
G.O. bonds (2002) Park Dedication Funds	\$500,000 <u>25,000</u> \$525,000	2002 bonds \$147,112 [includes completion of the River Trail Master Plan and survey work]	\$377,888	Construction bid: \$667,427 plus 10% contingency \$735,000	2002 bonds \$377,888 2011 bonds \$357,112 (includes contingency)	
COs (4B)	\$357,112					

Package B and Parks Project

EIC Status Report Kerrville River Trail

SCOPE

Package B and Parks Project connects to Package A at the west end of the Louise Hays Park parking lot, through Louise Hays Park and Lehmann & Monroe Park, to G St. r.o.w. The 10' wide trail will be constructed of concrete. This Package will be coordinated with the Jefferson Wastewater Project and Water transmission Line Project, both slated for completion in the first half of 2013. This Package will include the entire scope of work for the Louise Hays Park/Lehmann & Monroe Park Project, as funded by 4B. Total trail length: 1 mile

Amenities

Trail - trailheads with lighting, observation areas, seating areas, bridging, drainage, signage, trail entries, kiosks, and interpretive signage.
Parks - park amenities, amphitheater/stage, playground/sprayground, picnic areas, group pavilion upgrades, river access, restrooms, parking, lighting, utilities, landscaping, and signage.

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easements to CoK from property owners	complete by 1/31/13	CoK to secure easements from property owners; title work and surveys	requires property owner approval, purchase, or other
	construction easements, if needed	complete by 1/31/13	determine need by 11/30/12	requires property owner approval
	M&B and Topo surveys	(partially complete)	identify property boundary and grades	
Property Survey Misc. Reports/Permits	LOMR		flood impact, if any	may require submittal to FEMA
	TPWD (land & water permit)		if needed	review by TPWD
	GLO (state property use)	12/1/12	routing preference	approval by State, if needed
Design	-Trail Routing Options/Cost agreement - Half team	complete	define route options w/ costs	complete June; prior to final design contract
	-Final Design Contract - Half Team	complete by 8/31/12	all remaining design phases	requires Council approval
Preliminary Design	schematic plan with amenities; prelim. costs	50% review - (partially complete) 75% review - 90% review -	all project elements all project elements all project elements	coord. with utilities projects
Construction Drawings Bidding/Contracts	final plans/specs/costs/ documents	complete by early 2013	all project elements	project delay assoc. with approvals
	secure contractor	mid 2013	bid process, contract prep	project delay, bid cost, etc.
Construction	build project	late 2013	sequencing of work	typical delays/field alterations

FUNDING - BUDGET		Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package
COs (4B) [will include LHP/LMP Project 4B funding]						

EIC Status Report

Kerrville River Trail

Package C and D

SCOPE

Package C and D extends from a new trailhead at the Knapp Crossing Boat Ramp parking lot, runs adjacent to the river, ties into the Guadalupe St. r.o.w. (Package D) extends to Guadalupe Park and connects to Package A (Package C). The 10' wide trail will be constructed of concrete. TBD - this package's design/construction expected to be integrated with private sector improvements. Total trail length: 1.6 miles

Amenities

Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, signage, trail entries, kiosks, interpretive signage, and private improvement interface.

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easement to CoK from property owners	TBD	CoK to secure easements from property owners	requires property owner approval, purchase, or other; may require KSH property
Property Survey	construction easements, if needed	TBD	TBD	requires property owner approval
Misc. Reports/Permits	M&B and Topo surveys	(partially complete)	identify property boundary and grades	
	LOMR		flood impact, if any	may require submittal to FEMA
	TPWD (land & water permit)		if needed	review by TPWD
Design	TBD	(partially complete)		
Routing	location of trail	(partially complete)	define gradients and layout	
Preliminary Design	schematic plan with amenities; prelim. costs	50% review – 75% review – 90% review –	all project elements all project elements all project elements	
Construction Drawings Bidding/Contracts	final plans/specs/costs/ documents	TBD	all project elements	project delay assoc. with approvals
Construction	secure contractor build project	TBD	bid process, contract prep sequencing of work	project delay, bid cost, etc.
		TBD		typical delays/field alterations

FUNDING - BUDGET		Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package
COs (4B)						

EIC Status Report Kerrville River Trail

Package E

SCOPE	Package E extends from west terminus of trail on Junction Hwy along the river's edge, connect to a new trailhead at the Cypress Boat Ramp parking lot, to the trailhead at the Knapp Crossing trailhead. The 10' wide trail will be constructed of concrete. Total trail length: up to 1 mile
Amenities	Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, signage, trail entries, kiosks, and interpretive signage.

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easement to CoK from property owners	TBD	CoK to secure easements from property owners	requires property owner approval, purchase, or other
	construction easements, if needed	TBD	TBD	requires property owner approval
	M&B and Topo surveys	(partially complete)	identify property boundary and grades	
Property Survey Misc. Reports/Permits	LOMR		flood impact, if any	may require submittal to FEMA
	TPWD (land & water permit)		If needed	review by TPWD
Design Preliminary Design	TBD			
	schematic plan with amenities; prelim. costs	50% review – (partially complete) 75% review – 90% review –	all project elements all project elements all project elements	coord. with utilities projects
	final plans/specs/costs/ documents	TBD	all project elements	project delay assoc. with approvals
Construction Drawings Bidding/Contracts	secure contractor	TBD	bid process, contract prep	project delay, bid cost, etc.
	build project	TBD	sequencing of work	typical delays/field alterations

FUNDING - BUDGET	Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package
COs (4B)					

EIC Status Report Kerrville River Trail

Package F

SCOPE

Package F extends from G St. (Package B terminus) along the river to near Kerrville Schreiner Park. The 10' wide trail will be constructed of concrete. Consultant team scope will include design details/criteria used throughout the River Trail Project. Total trail length: up to 1.9 miles

Amenities

Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, signage, trail entries, kiosks, and interpretive signage.

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easement to CoK from property owners	complete by 1/31/13	CoK to secure easements from property owners	requires property owner approval, purchase, or other
Property Survey	construction easements, if needed	complete by 1/31/13	determine need by 1/30/12	requires property owner approval
Misc. Reports/Permits	M&B and Topo surveys	partially complete	identify property boundary and grades	coord. w/ utilities projects
	LOMR		flood impact, if any	may require submittal to FEMA
	TPWD (land & water permit)		if needed	
Design	-Trail Confirmation/Cost agreement - Terra Design Group (TDG) team	complete	define route options w/ costs	complete June; prior to final design contract
Preliminary Design	-Final Design Contract – TDG Team schematic plans with amenities; prelim. costs	negotiate by 8/31/12 50% review – 75% review – 90% review –	all remaining design phases all project elements all project elements all project elements	requires Council approval coord. with utilities projects
Construction Drawings Bidding/Contracts	final plans/specs/costs/ documents secure contractor	complete by early 2013 mid 2013	all project elements bid process, contract prep	project delay assoc. with approvals project delay, bid cost, etc.
Construction	build project	late 2013	sequencing of work	typical delays/field alterations

FUNDING - BUDGET	Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package
COs (4B)					

Other Services to be Evaluated

Required reporting and permitting may dictate additional professional services or consolidation of services assigned to the design teams. These include, but are not limited to, the following.

1. Floodplain/Floodway Impact, Hydraulic Analysis, Section 404 – Clean Water Act submittals (Corps of Engineers), and Flood Insurance Rate Map/ Letter of Map Revision preparation and submittal (CoK, FEMA) may be best completed by one firm in order to comprehensively address the issues and data collection/reporting. This could avoid multiple submittals (costs) and reduce mistakes and need for resubmittals. We will make a determination on this approach in the near future.
2. Archeological and Environmental Surveys and Section 404 review will need to be completed in areas where sensitive site conditions are probable. We anticipate now extreme findings in the initial surveys/reports; however, if further study is required by state or federal agencies, those services will require amendments to the consultant contracts.
3. TDLR permitting for ADA compliance, CoK building permits, Texas Historical Commission plan review, any other city or state agency submittals, will best be submitted by each of the design teams at the time of plan completion. This keeps regulation compliance with the design teams.

Agenda Item:

6B. Update on Kerrville Economic Development Corporation and introduction of new staff member. (Don Barnett)

**TO BE CONSIDERED BY THE
ECOMONIC IMPROVEMENT CORPORATION,
CITY OF KERRVILLE, TEXAS**

SUBJECT: Update from Kerrville Economic Development Corporation with new staff introduction

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** July 10, 2012

SUBMITTED BY: Mindy N. Wendele **CLEARANCES:**
Director of Business Programs

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

Kerrville Economic Development Corporation (KEDC) board president Don Barnett will brief the EIC Board on activities of the KEDC. Mr. Barnett will also introduce new executive director Jonas Titus.

RECOMMENDED ACTION

Agenda Item:
(Staff)

6C. Update regarding "Go" Team activities. (Wendele)

**TO BE CONSIDERED BY THE
ECOMONIC IMPROVEMENT CORPORATION,
CITY OF KERRVILLE, TEXAS**

SUBJECT: 'Go' Team Update – July 2012

FOR AGENDA OF: July 16, 2012

DATE SUBMITTED: July 9, 2012

SUBMITTED BY: Mindy N. Wendele **CLEARANCES:**
Director of Business Programs

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

'Go' Team members met once this month to review one application from the Hill Country District Junior Livestock Show Association (HCDJLSA). Representatives from HCDJLSA will be making a presentation concerning a request for their portion of the Hill Country Youth Exhibition expansion project.

No other requests have been submitted.

RECOMMENDED ACTION

For discussion.

Agenda Item:
(Staff)

6D. Proposal to merge Kerrville Economic Development Corporation (KEDC) and the Kerrville Convention and Visitors Bureau (KCVB). (Wampler)

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

SUBJECT: Discussion of a proposal to merge the Kerrville Economic Development Corporation (KEDC) and the Kerrville Convention and Visitors Bureau (KCVB)

FOR AGENDA OF: July 16, 2012 **DATE SUBMITTED:** July 12, 2012

SUBMITTED BY: David Wampler **CLEARANCES:**
President

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

Discussions have been held to explore the possibility of a merger of the KEDC and KCVB. Such an action would entail a significant departure from the approved by-laws of both organizations. EIC is the major funding source for the KEDC and it is incumbent upon the EIC Board to consider any such modification of its purpose and role in economic development.

RECOMMENDED ACTION

I recommend that the EIC Board discuss this concept and contemplate an official position regarding the proposed merger.