

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, AUGUST 28, 2012, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, AUGUST 28, 2012, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Fern Lancaster, Minister at the Assembly of God Church.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Jimmy Abbatiello, Eagle Scout, Kerrville Troop 311.

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. PRESENTATIONS AND RECOGNITIONS:

2A. Proclamation proclaiming the month of September 2012 as National Preparedness Month. (Mayor Pratt)

3. CONSENT AGENDA:

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

3A. Minutes of the regular city council meeting held July 24, 2012. (staff)

3B. Economic development grant agreement between Nature Blinds, LLC and the City of Kerrville, Texas Economic Improvement Corporation. (staff)

3C. A resolution amending the Golf Course Advisory Board to authorize the appointment of a non-city resident to the board. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, August 24, 2012 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

3D. Agreement between the City of Kerrville, Texas and the Kerrville Convention & Visitors Bureau, Inc. for use of hotel occupancy tax funds for promoting the rts Advertising Committee. (staff)

3E. A resolution authorizing the closure of a portion of State Highway 27 during certain hours for the Kerrville Triathlon Festival 2012. (staff)

3F. Contract through TMAS for general office furniture with HON, National, Allsteel, Global and Gateway Furniture for the new city hall in an amount not to exceed \$65,000.00. (staff)

3G. A resolution approving the interlocal cooperation contract with the Texas Department of Public Safety to allow for the city to participate in the failure to appear program. (staff)

END OF CONSENT AGENDA

4. ORDINANCE, SECOND READING:

4A. An ordinance annexing an approximate 9.83 acre tract of land out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas; said property being located adjacent to the corporate limits of the City of Kerrville, Texas, and being more particularly described as 5623 Highway 27; describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. (staff)

5. CONSIDERATION AND POSSIBLE ACTION:

5A. History center renovation program proposal to the Claribel Deering Charitable Income Trust. (staff)

5B. A resolution to suspend further development of the McCamey-Kendall-Gillespie 345K transmission line under construction by the Lower Colorado River Authority Transmission Services Corporation to place electrical transmission lines relating to the Competitive Renewable Energy Zones (CREZ) project along the Interstate 10 corridor within or adjacent to the city's limits. (staff)

5C. Request For Proposals (RFP) and process for the sale of the Kerrville City Hall located at 800 Junction Highway, Kerrville, Texas, and direction to city staff regarding the sale or lease of the business programs building located at 715 Water Street, Kerrville, Texas.

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

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Brenda Craig
City Secretary, City of Kerrville, Texas

5D. Applications to the City of Kerrville, Texas Economic Improvement Corporation (EIC) to request funding for improvements to the Kerrville Schreiner Golf Course, downtown wireless system installation, and soccer field improvements. (staff)

6. INFORMATION AND DISCUSSION:

6A. Report on KEDC activities. (Conklin)

6B. River trail update. (staff)

6C. Budget and economic update. (staff)

7. BOARD APPOINTMENTS:

7A. Appointment to the library advisory board. (staff)

7B. Appointments to the Kerrville-Kerr County Joint Airport Board. (staff)

8. ITEMS FOR FUTURE AGENDAS

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

10. EXECUTIVE SESSION:

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

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Brenda Craig
City Secretary, City of Kerrville, Texas

Section 551.071 and Section 551.074:

Deliberation about an officer and employee of the city regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of such officer or employee; or to hear a complaint or charge against an officer or employee:

-Appeal of disciplinary action taken against the Director of Business Programs.

Section 551.074:

Appointments to the Kerrville-Kerr County Joint Airport Board.

11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

12. ADJOURNMENT.

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

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Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Proclamation proclaiming the month of September 2012 as National Preparedness Month. (Mayor Pratt)

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

SUBJECT: Proclamation National Preparedness Month

FOR AGENDA OF: August 28, 2012 **DATE SUBMITTED:** August 24, 2012

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

EXHIBITS: Proclamation for National Preparedness Month

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

National Preparedness Month was first started in 2004 through a cooperative effort between the U.S. Department of Homeland Security and the Federal Emergency Management Agency. The purpose of National Preparedness Month is to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses, schools, and communities.

This proclamation recognizes the importance of National Preparedness Month and calls on each and every citizen in the City of Kerrville and Kerr County to join together to support this very worthwhile endeavor to protect our homes and our community.

RECOMMENDED ACTION

There is no action required by the City Council; however, I recommend that the City Council and all members of our community actively support and participate in National Preparedness Month.



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

PROCLAMATION

- WHEREAS,** "National Preparedness Month" carries an important opportunity for every resident of the City of Kerrville and Kerr County to prepare their homes, neighborhoods, and businesses for any type of emergency including natural disasters and potential terrorist attacks; and
- WHEREAS,** Investing in the preparedness of ourselves, our families, businesses, and neighborhoods can reduce fatalities and economic devastation in our communities and in our nation; and
- WHEREAS,** The Federal Emergency Management Agency's *Ready* Campaign, Citizen Corps and other federal, state, local, tribal, territorial, private, and volunteer agencies are working to increase public activities in preparing for emergencies and to educate individuals on how to take action; and
- WHEREAS,** Emergency preparedness is the responsibility of every citizen of the City of Kerrville and Kerr County and all citizens are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type; and
- WHEREAS,** All citizens of the City of Kerrville and Kerr County are encouraged to participate in citizen preparedness activities and asked to review the *Ready* campaign's websites at Ready.gov or Listo.gov (in Spanish) and become more prepared;

THEREFORE, BE IT RESOLVED that the **City Council of the City of Kerrville** hereby proclaims September 2012 as

"NATIONAL PREPAREDNESS MONTH"

And encourage all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared society.



IN WITNESS WHEREOF,
I have hereunto set my hand and
caused the Seal of the City of
Kerrville to be affixed hereto,
the ___ day of _____, 2012.

Jack Pratt, Mayor

Agenda Item:

- 3A. Minutes of the regular city council meeting held July 24, 2012. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JULY 24, 2012

On July 24, 2012, the Kerrville City Council meeting was called to order by Mayor Pratt at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Mr. Eldon Sheffer, Director of Church Relations, Schreiner University, followed by the Pledge of Allegiance led by Keith Ellis of the Military Officers Association of America.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
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CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Brenda G. Craig	City Secretary
Kristine Ondrias	Assistant City Manager
Travis Cochran	Director of Information Technology Systems
Mike Erwin	Director of Finance
Robert Ojeda	Fire Chief
John Young	Police Chief
Kim Meisner	Director of General Operations
Malcolm Matthews	Director of Parks and Recreation

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

1. VISITORS/CITIZENS FORUM. No one spoke.

2. RECOGNITION:

2A. Aquatics staff for lifeguard competition achievements.

Four members of the city's aquatics staff competed in the Central Texas Lifeguard Competition and received first place in First Aid and CPR competition and third place in the overall competition.

3. PRESENTATIONS:

3A. Presentation by Sheriff Hierholzer regarding operations at the Kerr County Jail. Sheriff Hierholzer gave a presentation on the operations of the jail and inmates' participation in various community work activities.

3B. Presentation by Bob Treacy with City-County Benefits Services on the Patient Protection and Affordable Care Act of 2010. Mr. Treacy gave an overview of the PPACA and its potential impact on the city. He noted that some of the requirements of the PPACA were already implemented in Texas. He opined that some parts of the plan had merit, but the PPACA as passed was not the answer to health care.

4. CONSENT AGENDA:

Ms. Keeble requested item 4B be removed from the consent agenda.

Ms. Keeble moved for approval of items 4A and 4C; Mr. MacDonald seconded the motion and it passed 4-0:

4A. Minutes of the regular city council meetings held June 12, and June 26, 2012, and special meeting held June 19, 2012.

4C. Settlement and Mutual Release Agreement with Windstream Communications, Inc.

END OF CONSENT AGENDA

4B. Approval of Agreement For Services with National Sign Plazas, Inc. for wayfinding sign project.

Ms. Keeble suggested the project be delayed until after several current projects were completed.

Mr. Parton noted this agreement would result in a master plan to include construction documents and a design manual; the city could then initiate the bid process for the fabrication and installation of signs. TxDOT would require a plan before they will allow signs to be located in state right of ways. The \$20,000 cost of the master plan, and the cost of the signs and installation, was allocated in the hotel occupancy tax reserve fund.

Council also discussed the following:

- Not spend funds for the plan if do not intend to complete installation.
- Signs would be beneficial in directing tourists to locations.

Mr. Conklin moved for approval of the agreement with National Sign Plazas, Inc. for the wayfinding sign project; Mr. MacDonald seconded the motion and it passed 4-0.

5. ORDINANCE, SECOND AND FINAL READING:

5A. Ordinance No. 2012-06 amending the budget for fiscal year 2012 to account for the redesign and revised cost estimates for the Birkdale lift station/force main project. Mayor Pratt read the ordinance by title only.

Mr. Parton requested the budget be amended to allocate an additional \$900,000 for a total of \$6.3 million so contracts could be awarded and the project could proceed. There were no changes to the ordinance since first reading.

Mr. MacDonald moved for approval of Ordinance No. 2012-06 on second and final reading; Mr. Conklin seconded the motion and it passed 4-0.

CITY COUNCIL RECESS:

The Kerrville City Council recessed the regular city council meeting to convene a meeting of the City of Kerrville Employee Benefits Trust at 6:59 p.m. Following the City of Kerrville Employee Benefits Trust meeting, the Kerrville City Council reconvened into regular session at 7:16 p.m.

7. CONSIDERATION AND POSSIBLE ACTION:

7A. Resolution No. 23-2012 authorizing the transfer of the ownership of funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for employee related benefits for fiscal year 2013.

Ms. Meismer noted this item would approve the transfer of funds for the benefits approved by the Employees Benefits Trust at \$7,100 per employee for FY2013.

Mr. Conklin moved for approval of Resolution No. 23-2012, with benefits not to exceed \$7,100 per employee, per year; Mr. MacDonald seconded the motion and it passed 4-0.

7B. Execute construction contracts with i) BRB Contractors, Inc. for the "lift station package" in the amount of \$4,476,154.00; and ii) Pesado Construction Company, Inc. for the "force main package" in the amount of \$1,468,929.00 for the Birkdale lift station, force main and emergency flow diversion structure project, and authorize City Manager to execute additional change orders under each contract, where a change order may exceed \$50,000.00, but the total amount of such orders may not exceed \$354,000.00 for a total project amount of \$6,299,083.00.

Ms. Ondrias noted this project included the construction of a new 9.79 mgd lift station, 20" force main and bore under the Guadalupe River, and a flow equalization basin at the wastewater treatment plant. The project was a vital link in the city's wastewater system, and the budget amendment approved in Item 5A allocated funding. Staff and Freese and Nichols recommended approval as stated.

Mr. Conklin moved to authorize the city manager to execute contracts as presented. Ms. Keeble seconded the motion and it passed 4-0.

7C. LCRA Transmission Services Corporation and its proposed adjustment of its CREZ (Competitive Renewable Energy Zone) I-10 route and impact on City's landscaping and welcome sign. Mr. Parton and Mayor Pratt discussed a meeting with LCRA at which they were updated on the CREZ line. The current plan showed the location of the pole and power line significantly closer to the I-10 and Hwy. 16 intersection and the Welcome to Kerrville sign than had been agreed to in the city's settlement agreement with LCRA; at the end of the meeting LCRA did not provide a copy of that plan to the city. Mr. Parton noted the settlement agreement had been negotiated between the City of Kerrville and LCRA in order that the city would withdraw its complaint with the Public Utility Commission; in that agreement, LCRA agreed to place the pole as far away from the landscaped area and sign as possible. Contrary to their agreement, LCRA now states that pole placement would be at the sign and they would remove all

plants within 100 feet that would reach a height of 14-15 feet. LCRA informed the city that pursuant to the settlement agreement and PUC orders, LCRA was only required to satisfy TxDOT and offered to provide compensation to the city for damage to and replacement of the landscaping. LCRA intended to mobilize in the Kerrville area by September 1, 2012.

Council discussed the following:

- Deplorable that an agency of the state did not have to honor their agreement; unacceptable behavior; disappointed in state leaders.
- Did not understand how the executed settlement agreement could arbitrarily be changed.
- During the negotiation process a few months ago, LCRA stated the poles would go around the city's sign and landscaping.
- If LCRA is only required to satisfy TxDOT, the city should contact TxDOT and see if they were willing to assist the city in having the poles placed in accordance with the settlement agreement. Mr. Parton noted this would have to be done at the TxDOT office in Austin.
- Cannot put a cost on the time and money the city had put into branding and on the visual image and aesthetics of Kerrville as you enter town.
- The city was forced to accept the line and only agreed to withdraw its complaint based on the settlement agreement as agreed to and signed by LCRA; now LCRA was proposing to violate that agreement.

The consensus of the council was to defer additional discussion of the matter to executive session. No action was taken following executive session.

7D. Resolution No. 25-2012 providing for the city's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2013 budget.

Mr. Erwin noted the proposed FY2013 KCAD budget was proposed at \$885,425, an increase of 3.2% over FY2012; the city's proposed allocation was about \$123,000.

Fourth Coates, KCAD Chief Appraiser, and Kirk Griffin, KCAD Chairman, noted increases in the proposed budget: a 3% cost of living adjustment for employees, noting KCAD had not given employees a raise for three years; funding for legal counsel services to the appraisal review board, as directed by the state comptroller's office; computer software that would allow KCAD to be on the same data base as the city, county, and KISD; and employee training for appraiser certification through the state comptroller's office. Mr. Coates noted that Kerr County did not request a budget presentation and voted to veto the proposed budget. The Kerrville Independent School District Board voted to veto the proposed budget as it included employee raises and KISD would not approve raises for their employees this year.

Mr. Conklin moved for approval of Resolution No. 25-2012 approving the KCAD FY2013 budget as presented; Ms. Keeble seconded the motion and it passed 4-0.

7E. Report from Kerr Economic Development Corporation (Jonas Titas, KEDC)
This matter was deferred at the request of KEDC.

7F. Kerrville's Convention and Visitors Bureau (CVB) contract.

Councilmember Conklin noted issues he had were resolved at the special meeting held July 19. The current contract would expire in 2013, and the city should begin the process for renewing the contract; council discussed that the contract term may be changed from 7 years to 3-5 years.

Mr. Parton noted the renewal process would begin early 2013; council should consider reevaluating the contract and determine if any changes were needed.

The following person spoke:

- Bob Miller, member of CVB, questioned the city's funding commitment and noted CVB was in the process of hiring a new executive director.

The consensus of council was that no changes were anticipated.

7G. Resolution No. 24-2012 appropriating all revenue from the hotel occupancy tax for fiscal year 2013 pursuant to state law and city policy.

Mr. Erwin noted that years ago the city designated 1% of annual HOT tax revenue be set aside in a special account. He proposed that that all 7% of the HOT tax revenue be approved for allocation in FY2013.

Mr. Conklin moved for approval of Resolution No. 24-2012 to appropriate all 7% of HOT revenue received in FY2013; Mr. MacDonald seconded the motion and it passed 4-0.

7H. Appropriate the disbursement of hotel occupancy tax funds for the fiscal year 2013. Mr. Erwin proposed the appropriation of HOT revenue for FY2013 as follows: \$775,000 to CVB, \$50,000 to arts co-op, and \$10,000 for collection and audit services, for a total of \$835,000, as directed by the council on July 19.

Mr. Conklin moved for approval of the appropriation as stated; Mr. MacDonald seconded the motion and it passed 4-0.

Sudie Burditt, executive director of CVB, questioned if council had any direction regarding the \$50,000 allocation to the arts co-op. Mr. Parton noted it should be consistent with the FY2012 allocation.

Mr. Hayes stated he would prepare a contract with CVB similar to the FY2012 contract for council's consideration at a future meeting.

7I. Authorize the city to submit funding applications to the City of Kerrville, Texas Economic Improvement Corporation for i) a pavilion and parking lot improvements at the Scott Schreiner Golf Course; ii) improvements at the City's

soccer complex; and iii) a downtown wireless internet project.

Mr. Parton noted at the July 16 meeting EIC directed staff to prepare funding applications for three projects totaling \$1.2 million: 1) golf course parking lot and pavilion, 2) \$500,000 for improvements at the soccer complex, and 3) installation of wireless in the downtown area. Since the projects were on city property and the city would be the applicant, council should direct staff whether to submit funding applications. He estimated \$1.7-1.9 million EIC reserve fund at the end of FY2012, and recommended keeping a minimum \$440,000 balance. He also noted other competing community needs, and possible business programs and capital and infrastructure projects. He recommended that action on the submission of applications for the three projects be postponed until staff completed a cash flow analysis and had discussions with KEDC regarding any potential business prospects that may be forthcoming.

Council also discussed the following:

- Council noted these three projects were at the top of the list of projects discussed at the joint meeting; do not shelve projects, just postpone for now.
- KEDC may present potential new or expansion business opportunities.
- Noted over \$200,000 in profit at the golf course this year due to Fredericksburg's course being closed for renovation; however, Kerrville may see a temporary reduction when Fredericksburg reopens in October, and Kerrville may lose tournaments to Fredericksburg. The proposed golf course pavilion and parking lot improvements may help keep tournaments in Kerrville.
- EIC worked hard to achieve, and should be careful to maintain, a balance of quality of life projects, infrastructure projects, and a reserve for potential business projects.

The council supported all three projects but consensus was to postpone submission of applications until mid-September when staff would provide a cash flow analysis and information from KEDC.

7J. Presentation of the City's Fiscal Year 2013 proposed budget and direction to staff regarding same. Mr. Parton presented the FY2013 proposed budget and noted the budget was sustainable, balanced, maintained the current tax rate of 0.5625, included a 2.75% salary increase, reduced full time staff by .5 in the general fund, allocated \$300,000 for maintenance capital, increased street and drainage maintenance by \$100,000, included restructuring of staff in the street division, increased employee insurance by \$300 per person, included 6.843% increase from Allied Waste for garbage collection, included water and sewer rate increase, added \$300,000 to the general fund balance, and proposed no additional tax supported debt. He noted the proposed tax rate was below the effective tax rate, and he anticipated sales tax increase of 6.6% and HOT decrease of 2.3%. The FY2013 budget proposed 307 full time employees, as compared to 323 in FY2009. He estimated general fund revenue at \$20,894,703 and expenditures at \$20,594,703. Water and sewer fund revenue was estimated at \$9,025,500 and expenditures at \$8,851,239. Mr. Parton proposed a FY2013 debt issuance, backed by utility rates, to fund capital utility projects.

Council requested staff provide the following: a comparison of hill country cities with regard to debt ratio per capita including the potential 2012 debt issuance, and comparison of utilities rates to cities that were more comparable to Kerrville's topography.

Mr. Erwin noted the city's financial policy stated that the debt service ratio would not exceed 35% of revenue. If the city sold \$7 million in debt this year, Kerrville would have \$40 million in total debt; currently the city paid 71% to maintenance and operation and 29% to debt. He noted that Kerrville would not have any significant drop off in debt until 2023.

Bill Rich, general manager of Republic Services (Allied Waste), noted that Allied Waste requested a rate increase for residential collection services based on CPI and diesel fuel, as allowed in the contract, to be effective October 1, 2012. In addition, AW proposed a fee adjustment of \$1.25 per ton based on the TCEQ municipal solid waste reporting and disposal fee paid to the state. He noted that since the Kerrville transfer station opened in 2010, Allied had paid \$108,000 to the state for waste processed through the Kerrville transfer station and transported to the landfill in San Antonio. He noted that last year they had missed the deadline for requesting a rate adjustment but this year their request was in compliance with contract requirements.

Mr. Parton confirmed that notification requirements were met for the Allied Waste rate increase, and the item would be on the next agenda for council's action; the rate was presented at this time due to its effect on the FY2013 budget.

8. INFORMATION AND DISCUSSION:

8A. Report on Kerr Economic Development Corporation activities.

Councilmember Conklin reported: 1) Jonas Titas had been hired as the new executive director; 2) a proposal had been received and was being reviewed; and 3) a KEDC special meeting was scheduled for July 29.

8B. Update on river trail project.

Mr. Matthews reported construction on Package A was 35% complete and the pedestrian crossing was about half complete; expected completion of Package A was September. They were finalizing two proposals from consultants: 1) prepare metes and bounds surveys of several properties east of Louise Hays Park, and 2) prepare design kit for package A of the area being constructed now. Two consulting teams would be resubmitting their proposals for the remaining trail segments east from LHP, and those would be presented to council soon.

8C. Budget and economic update.

Mr. Erwin noted on the national level retail sales and factory output continued to decrease, but for the first time in several years the housing sector showed slight increase from last year, and consumer confidence was low. Texas remained a leader in economic growth. Local sales tax rose 10% over July 2011, and HOT

continued to drop. The general fund and water/sewer fund were on target with revenue exceeding expenditures.

9. ITEMS FOR FUTURE AGENDAS

- Concern of rumors that the VA Hospital may no longer have in patient care services due to budget cutbacks; requested staff coordinate with the Hill Country Veterans Council and report to council.

10. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- San Antonio Channel 5 filmed a segment about activities on the Guadalupe River that would air in the future.

11. EXECUTIVE SESSION:

Mr. Conklin moved for the city council to go into executive closed session under Sections 551.074 (personnel matters) of the Texas Government Code; the motion was seconded by Mr. MacDonald and passed 4-0 to discuss the following matters:

Section 551.071:

- LCRA Transmission Services Corporation and its proposed adjustment of its CREZ (Competitive Renewable Energy Zone) I-10 route and impact on City's landscaping and welcome sign.

At 9:11 p.m. the regular meeting recessed and council went into executive closed session at 9:17 p.m. At 9:50 the executive closed session recessed and council returned to open session at 9:50 p.m. The mayor announced that no action had been taken in executive session.

12. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION: None.

13. ADJOURNMENT. The meeting adjourned at 9:51 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

3B. Economic development grant agreement between Nature Blinds, LLC and the City of Kerrville, Texas Economic Improvement Corporation. (staff)

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

SUBJECT: Funding agreement with Nature Blinds, LLC and the City of Kerrville, Texas Economic Improvement Corporation for a maximum amount of \$500,000.00

FOR AGENDA OF: August 28, 2012 **DATE SUBMITTED:** August 22, 2012

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

EXHIBITS: Funding agreement

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 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. A funding agreement was drafted to reflect 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.

During the July 16 EIC meeting, a public hearing was held and the funding agreement considered. The EIC Board approved a funding agreement to reflect a maximum contribution of \$500,000 whereas EIC shall pay Nature Blinds an amount equal to one-half (1/2) of the 4B Revenues generated by Nature Blinds for the previous year, such amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) for any one year.

RECOMMENDED ACTION

Approve agreement.

DRAFT 8/22/12

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 ("Nature Blinds"), acting herein by and through its duly authorized President, Jason Hardy ("Nature Blinds 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, Nature Blinds is a developer and manufacturer of hunting blinds, accessories thereof, and related products; and

WHEREAS, Nature Blinds 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

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

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

WHEREAS, Nature Blinds 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 Nature Blinds to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to Nature Blinds 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, Nature Blinds and the EIC agree as follows:

ARTICLE I. EIC'S OBLIGATIONS

A. EIC hereby grants to Nature Blinds funds up to a maximum amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) ("Grant") in 4B Revenues for costs relating to the hiring of employees and the purchase of additional equipment ("Project"). The Grant reflects an estimated amount of one-half (1/2) of the 4B Revenues resulting from sales by Nature Blinds for the term of this Agreement.

B. Subject to the terms and conditions set forth in Article II, EIC will provide a portion of the Grant to Nature Blinds as follows:

(1) On or before July 15 of each year of this Agreement, EIC shall pay Nature Blinds an amount equal to one-half (1/2) of the 4B Revenues generated by Nature Blinds for the previous year, such amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) for any one year.

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- (2) The EIC will derive this yearly payment from information provided to it by the Texas Comptroller of Public Accounts.
- C. Payments made by EIC to Nature Blinds 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 Five Hundred Thousand and No/100 Dollars (\$500,000.00).

ARTICLE II. NATURE BLIND'S OBLIGATIONS

- A. Prior to receiving any payment from EIC, Nature Blinds shall comply with all applicable development regulations of the City of Kerrville, to include building codes, subdivision regulations, and zoning, in its development, construction, opening, and operation of the Facility. Nature Blinds' failure to comply with this provision will constitute a breach of this Agreement.
- B. Nature Blinds shall keep and maintain complete and accurate records relating to its sales, 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 Nature Blinds. Nature Blinds' failure to comply with this provision will constitute a breach of the Agreement.

ARTICLE III. SALE OF PROJECT, MERGER OR CONSOLIDATION OF NATURE BLINDS

- A. A sale of all or any of the assets of Nature Blinds will not release Nature Blinds 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 Nature Blinds' proposed successor shall have the financial condition to fully satisfy Nature Blinds' duties and responsibilities hereunder and agrees to assume Nature Blinds' 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 Nature Blinds with any third party not affiliated with Nature Blinds, Nature Blinds 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 Nature Blinds' 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

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the financial condition to fully satisfy Nature Blinds' duties and responsibilities hereunder. Failure to provide such information shall be considered a breach of this Agreement.

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

ARTICLE IV. NATURE BLINDS' REPRESENTATIONS AND WARRANTIES

- A. Nature Blinds represents and warrants as of the date hereof:
 - (1) Nature Blinds 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 Nature Blinds and this Agreement is not in contravention of Nature Blinds' governing authority or any agreement or instrument to which Nature Blinds 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 Nature Blinds Officer, threatened against or affecting Nature Blinds, which may result in a material adverse change in Nature Blinds' business, properties, or operations sufficient to jeopardize Nature Blinds' legal existence or for-profit viability; and
 - (4) No written application, written statement, or correspondence submitted by Nature Blinds to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of Nature Blinds 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, Nature Blinds 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:

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- (1) EIC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;
 - (2) Execution of this Agreement has been duly authorized by EIC;
 - (3) No litigation or governmental proceeding is pending, or, to the knowledge of any of EIC's officers, threatened against or affecting EIC, which may result in EIC's inability to meet its obligations under this Agreement; and
 - (4) EIC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including but not limited to the obligations set forth in this Agreement.
- B. Except as expressly set forth in this Article V, EIC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

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

- A. Under any of the following conditions EIC may, at its option, after fifteen (15) days written notice to Nature Blinds, suspend its further performance under this Agreement until such time as Nature Blinds shall have cured the condition(s) and so notified EIC, in writing, that the condition(s) have been cured:
- (1) Nature Blinds 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 Nature Blinds, 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 Nature Blinds as bankrupt.
 - (4) The filing by Nature Blinds 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 Nature Blinds within ninety (90) days, Nature Blinds will be considered to have breached this Agreement and EIC may, at its option, with written notice to Nature Blinds, terminate this Agreement and Nature Blinds shall be obligated to refund the EIC the full amount of any Grant funding received from the EIC.

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ARTICLE VII. REMEDIES

- A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief.
- B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that Nature Blinds 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 Nature Blinds 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.

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- C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue will lie in Kerr County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.
- D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

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

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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. Nature Blinds may, without written consent of EIC, assign this Agreement to any entity controlled and 100% owned by Nature Blinds or by the parent, subsidiary, or affiliate of Nature Blinds provided the entity assumes all of Nature Blinds' 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 Nature Blind and Nature Blind 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 Nature Blinds 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, 2019; (ii) where EIC has made payments to Nature Blinds which combined equal the amount of the Grant; (iii) when terminated by mutual agreement of the parties; (iv) when terminated pursuant to Article VII; (v) at Nature Blinds' sole and absolute discretion upon Nature Blinds' return of all Grant funding to EIC that it has received under this Agreement; or (vi) upon Nature Blinds' repayment of all monies that are demanded by EIC and are in fact required to be repaid by Nature Blinds 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.

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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
CORPORATION**

NATURE BLINDS, L.L.C.

David Wampler, President
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Cheryl Brown, Recording Secretary

APPROVED AS TO FORM:

Michael C. Hayes, Attorney for EIC

Agenda Item:

3C. A resolution amending the Golf Course Advisory Board to authorize the appointment of a non-city resident to the board. (staff)

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

SUBJECT: Resolution amending membership requirements for the golf course advisory board

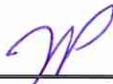
FOR AGENDA OF: August 28, 2012 **DATE SUBMITTED:** August 17, 2012

SUBMITTED BY: Brenda G. Craig
City Secretary

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Resolution 037-2009
Proposed Resolution

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 DEPARTMENT: NA

SUMMARY STATEMENT

At the August 14 meeting the city council voted to direct staff to prepare an amendment to Resolution 037-2009, which established a golf course advisory board, consisting of seven members, all of whom were required to be residents of the City of Kerrville. Council's direction to staff was to amend the resolution to allow that one of the seven members could be a resident of Kerr County living outside the Kerrville city limits.

RECOMMENDED ACTION

Approve resolution.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 037-2009**

A RESOLUTION REAFFIRMING AND RECONSTITUTING THE GOLF COURSE ADVISORY BOARD AND REPEALING RESOLUTION NO. 024-2008

WHEREAS, on July 13, 1999, the City Council approved Resolution 99-230, which created the Golf Course Maintenance Advisory Board (the "Board") as a means of offering input and assistance to City staff with respect to the use and operations of the Kerrville Schreiner Golf Course ("Golf Course"); and

WHEREAS, in accordance with City Council's desire to establish common term lengths and term limits among the City's boards and commissions, the Board's terms need to be amended; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to make the changes to the Golf Course Advisory Board as specified below;

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

SECTION ONE. The Golf Course Advisory Board is hereby affirmed and reconstituted as follows:

- I. Membership; Appointment; Term:** The *Golf Course Advisory Board* shall be composed of seven (7) regular voting members appointed by the City Council, all of whom shall be residents of the City of Kerrville, Texas. Each member shall be appointed to a two (2) year term, each term to begin ~~June 1.~~
July
- II. Vacancies:** Upon the vacancy, removal, or expiration of the term of office of any member of the *Golf Course Advisory Board*, the City Council shall appoint a successor as a member of the Board, who shall hold that position for the unexpired term of the member whom the person is appointed to succeed, or for the period of two (2) years when the appointment is made as the result of the expiration of a member's term, except as hereinafter provided. No member shall serve more than two (2) consecutive full terms on the Board without having at least one (1) full year off of the Board between terms.
- III. Removal:** The City Council may, with or without cause, remove a Board member by a majority vote of the City Council.
- IV. Absences:** The name of any member having three (3) consecutive absences from regularly called meetings of the Board, or who in any consecutive twelve (12) month period is absent from more than 25% of the regularly called meetings, shall be forwarded to the City Council for consideration for removal and replacement on the Board.

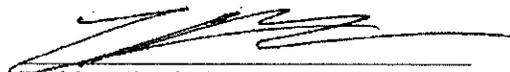
Approved by City Council
Date: MARCH 24 2009
Volume _____ Page _____

R 037-2009

- V. **Ex Officio Members:** In addition to regularly appointed members, a member of the City Council, the City Manager, and the Director of General Services shall be ex officio, non-voting members of the Board.
- VI. **Officers:** Officers of the Board shall be a chair and a vice-chair, who shall be appointed by the Board from among its voting members. The officers for the Board shall be appointed at the meeting of the Board most closely following the June 1 beginning of terms. It shall be the duty of the chair, or in the absence of the chair, the vice-chair, to preside at all meetings of the Board. A representative of the City shall act as secretary and shall keep a record of all proceedings of the Board.
- VII. **Meetings:** The Board shall establish regular meeting times. All regular meetings shall take place in the City of Kerrville, Texas. Subject to the provisions of this Resolution and the meeting procedures adopted by the City, the Board may establish such procedures for that conduct of its meetings as deemed reasonable and necessary.
- VIII. **Voting; Quorum:** All members of the Board, except ex-officio members, shall have the right to vote on all matters before the Board. Ex-officio members shall at all times have the right to present and discuss matters before the Board, notwithstanding the absence of voting privileges. Four (4) members of the Board, not including ex-officio members, shall constitute a quorum of the Board for the transaction of business. Approval of any action before the Board shall require the affirmative vote of a majority of the members present and voting.
- IX. **Purpose and Duties:** The purpose of the Board is to advise the City Council and city staff on matters relating to the use and operation of the Scott Schreiner Municipal Golf Course."

SECTION TWO. Resolution No. 024-2008 is repealed. In addition, all prior Resolutions or parts of Resolutions inconsistent with or in conflict with any of the provisions of this Resolution are hereby expressly repealed to the extent of any such inconsistency or conflict.

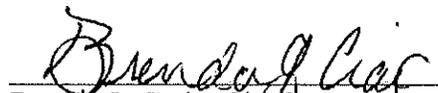
PASSED AND APPROVED ON this the 21st day of March A.D., 2009.


 Todd A. Bock, Mayor

APPROVED AS TO FORM:


 Michael C. Hayes, City Attorney

ATTEST:


 Brenda G. Craig, City Secretary

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. -2012**

**A RESOLUTION AMENDING THE GOLF COURSE ADVISORY BOARD
TO AUTHORIZE THE APPOINTMENT OF A NON-CITY RESIDENT TO
THE BOARD**

WHEREAS, on July 13, 1999, the City Council adopted Resolution 99-230, which created a Golf Course Advisory Board (the "Board") as a means of offering input and assistance to Council and City staff with respect to the use and operations of the Kerrville Schreiner Golf Course ("Golf Course"); and

WHEREAS, City Council adopted Resolution 37-2009 on March 24, 2009, which reconstituted and reaffirmed the Board; and

WHEREAS, City Council now wishes to amend the make-up of the Board by authorizing the appointment of a non-City resident to the Board; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend the Golf Course Advisory Board as specified below;

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

SECTION ONE. Section I. of Resolution No. 37-2009 is amended by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) as follows:

"I. Membership; Appointment; Term: The *Golf Course Advisory Board* shall be composed of seven (7) regular voting members appointed by the City Council, six (6) ~~[all]~~ of whom shall be residents of the City of Kerrville, Texas, and one (1) member may reside outside the City but within Kerr County. Each member shall be appointed to a two (2) year term, each term to begin June 1."

SECTION TWO. All prior Resolutions or parts of Resolutions inconsistent with or in conflict with any of the provisions of this Resolution are expressly repealed to the extent of any such inconsistency or conflict.

PASSED AND APPROVED ON this the _____ day of _____ A.D., 2012.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

3D. Agreement between the City of Kerrville, Texas and the Kerrville Convention & Visitors Bureau, Inc. for use of hotel occupancy tax funds for promoting the rts Advertising Committee. (staff)

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

SUBJECT: AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS AND THE KERRVILLE CONVENTION & VISITORS BUREAU, INC. FOR USE OF HOTEL OCCUPANCY TAX FUNDS FOR PROMOTING THE ARTS ADVERTISING COMMITTEE

FOR AGENDA OF: August 28, 2012 **DATE SUBMITTED:** August 20, 2012

SUBMITTED BY: Mike Erwin,  Director of Finance **CLEARANCES:** Todd Parton, City Manager

EXHIBITS: Agreement with Kerrville CVB

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
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APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE:

SUMMARY STATEMENT

In consideration of KCVB promoting the City of Kerrville and fulfilling the requirements specified below in support of the Committee and its purposes, the City will pay KCVB the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) during the term of this Agreement, such funds to come from the City's receipt of hotel occupancy tax revenues.

KCVB must use the funding that it receives from City under this Agreement for the sole purpose of advertising in state-wide magazines and newspapers such as Texas Highways, Texas Monthly, AAA Journey, and the Texas Events Calendar regarding exhibits, performances, and events at or held by the Kerr Arts & Cultural Center, Playhouse 2000, Texas State Arts and Crafts Fair, Kerrville Folk Festival, Kerr County Fair, Kerrville Wine and Music Festival, Hill County Arts Foundation, Kathleen C. Cailloux City Center for the Performing Arts, Riverside Nature Center, Symphony of the Hills, and the Museum of Western Art, collectively referred to herein as the "Arts Group".

RECOMMENDED ACTION

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

**AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS
AND THE KERRVILLE CONVENTION & VISITORS BUREAU,
INC. FOR USE OF HOTEL OCCUPANCY TAX FUNDS FOR
PROMOTING THE ARTS ADVERTISING COMMITTEE**

THIS AGREEMENT made and entered into this _____ day of _____, 2012, between the City of Kerrville, Texas, a home rule municipal corporation, hereinafter referred to as "City", and the Kerrville Convention & Visitors Bureau, Inc., hereinafter referred to as "KCVB".

WITNESSETH:

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

WHEREAS, City will pay monies from its receipt of the hotel occupancy tax revenues to KCVB; and

WHEREAS, pursuant to its receipt of such funding, KCVB will advertise and promote Kerr County arts and cultural events throughout Texas in accordance with the KCVB marketing plan; and

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

WHEREAS, during this year's budget process, the City Council approved the purpose and intent of the Arts Advertising Committee ("Committee") and the use of hotel occupancy tax revenues to advertise and promote the arts in Kerr County; and

WHEREAS, KCVB will administer the funding designated for the purposes of the Committee; and

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

ARTICLE I

A. In consideration of KCVB promoting the City of Kerrville and fulfilling the requirements specified below in support of the Committee and its purposes, the City will pay KCVB the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) during the term of this Agreement, such funds to come from the City's receipt of hotel occupancy tax revenues.

B. The City will pay KCVB the amount specified in I.A., above, in four, equal quarterly payments, with such payments to be made by the City on or before November 11, 2011, February 1, 2012, May 1, 2012, and August 1, 2012.

ARTICLE II

KCVB understands that the funds paid to KCVB by the City are derived from tax revenues collected under the City's hotel occupancy tax ordinance and that the City has estimated the tax revenues to be collected during the term of this Agreement in its budget for the fiscal year 2012-2013. KCVB further understands, acknowledges, and agrees that if the tax revenues actually collected by the City are less than the estimated tax revenues to be collected during the City's fiscal year 2012-2013, City will be under no obligation to pay KCVB for the full amount set forth in Article I, above, but instead, the City may reduce any one or all of the quarterly payments based upon the City's good faith estimate of present and future tax revenue.

ARTICLE III

A. KCVB must use the funding that it receives from City under this Agreement for the sole purpose of advertising in state-wide magazines and newspapers such as *Texas Highways*, *Texas Monthly*, *AAA Journey*, and the *Texas Events Calendar* regarding exhibits, performances, and events at or held by the Kerr Arts & Cultural Center, Playhouse 2000, Texas State Arts and Crafts Fair, Kerrville Folk Festival, Kerr County Fair, Kerrville Wine and Music Festival, Hill County Arts Foundation, Kathleen C. Cailloux City Center for the Performing Arts, Riverside Nature Center, Symphony of the Hills, and the Museum of Western Art, collectively referred to herein as the "Arts Group".

B. KCVB must coordinate the Committee to include representatives from each member of the Arts Group.

C. KCVB will host at least 10 monthly meetings during the term of this Agreement for the Committee. Toward that end, KCVB will prepare the meeting agendas and send out meeting notices to the Committee, the Arts Group, and the City. The meeting will be open to the public, which the meeting agenda and notice will note.

D. KCVB will sign advance insertion orders with magazines and newspapers; prepare layout of advertisements; seek approval from each Committee member that is advertising for a specific exhibit, performance, or event; and submit the advertisements and required payment for publication.

E. KCVB must provide a monthly written report and full documentation to the City showing the advertisements and expenditures it has made or will make pursuant to this Agreement and that the funds provided by City pursuant to this Agreement were used only for the purposes authorized by this Agreement. KCVB must maintain books of account with correct entries of all expenditures that are made according to the terms of this Agreement and of funds allocated from other sources. Any and all books of account of KCVB must be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents must be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including statements of account relating to the disposition of funds provided by the City under this Agreement and funds allocated from other sources. KCVB must maintain these books of account in Kerr County for a period of three (3) years following the expiration of the term of this Agreement. Notwithstanding Article I, above, City will be under no obligation to make any payment to KCVB if the reports required by this Article III have not been delivered to City.

ARTICLE IV

The term of this Agreement is for a period beginning on October 1, 2012, and ending on September 30, 2013.

ARTICLE V

This Agreement does not create any joint venture, partnership, or agency relationship between City and KCVB, it being the intent of the parties that KCVB must at all times be and operate hereunder as an independent contractor. KCVB will have exclusive control of and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same and will be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of KCVB's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

ARTICLE VI

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

ARTICLE VII

KCVB agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work or in the performance of services performed and to be performed hereunder. **KCVB COVENANTS AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES** from all suits, actions, claims, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any intentional or negligent act, omission, or conduct of KCVB, its officers, employees, agents, or servants.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

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

ARTICLE XVI

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

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

CITY OF KERRVILLE, TEXAS

KERRVILLE CONVENTION & VISITORS
BUREAU, INC.

By _____
Jeffrey Todd Parton, City Manager

Sudie Burditt, Executive Director

John M. Grimes, Chairman

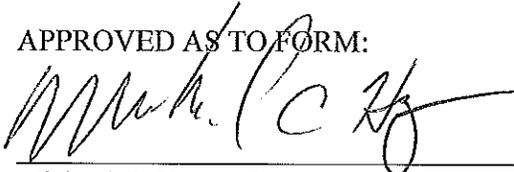
Date

Date

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

3E. A resolution authorizing the closure of a portion of State Highway 27 during certain hours for the Kerrville Triathlon Festival 2012. (staff)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and Dan Carroll, High Five Events, LLC (Promoting the Kerrville Triathlon), hereinafter called the "Requestor."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including SH 27, SH 16, FM 1350, SH 173, in Kerr County; and

WHEREAS, the Requestor has requested the temporary closure of the outside EB lane of SH 27, the outside NB lane of SH 173, and the outside NB lane of SH 16 for the purposes of the Kerrville Triathlon, from 6:30 AM, Sept. 29, 2012 to 11:00 AM, Sept. 29, 2012 and from 6:30 AM, Sept. 30, 2012 to 2:00 PM, Sept. 30, 2012 as described in the attached "Exhibit A," hereinafter identified as the "Event," and

WHEREAS, the Event will be outside any incorporated area; and

WHEREAS, the Requestor establishes that the Event will serve a public purpose; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the Requestor so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, 43 TAC, Section 22.12, establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of

the proposed activities involved, approximate number of people attending the Event, number and type of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit B."

Article 3. OPERATIONS OF THE EVENT

- A. The Requestor shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B. The Requestor shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the Requestor will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
- C. The Requestor will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
- D. The Requestor will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the Requestor. The Requestor hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
- E. The Requestor will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- F. The Requestor will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The Requestor will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the Requestor shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

- G. The Requestor hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the Requestor's traffic control plan.
- H. The Requestor will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including but not limited to roadway and drainage structures, overhead signs, signs, pavement markings, traffic signals, power poles, pavement, etc., to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the Requestor will remain the property of the Requestor. All data prepared under this agreement shall be made available to the State without restriction or limitation on their future use.

Article 5. TERMINATION

- A. This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligation as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein
- B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and Requestor under this agreement. If the potential termination of this agreement is due to the failure of the Requestor to fulfill its contractual obligations as set forth herein, the State will notify the Requestor that possible breach of contract has occurred. The Requestor must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the Requestor does not remedy the breach to the satisfaction of the State, the Requestor shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Requestor agree that neither party is as agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

Prior to beginning any work upon the State's right of way, the Requestor and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the Requestor and/or its contractors are encroaching upon the State's right of way.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the Requestor and the State.

Article 10. COMPLIANCE WITH LAWS

The Requestor shall comply with all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Requestor:	State:
Dan Carroll High Five Events, LLC PO Box 442 Austin, TX 78767	Texas Department of Transportation Lowell D. Choate, P.E. Director, Maintenance Operations P. O. Box 15426 Austin, Texas 7861-5426

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

HIGH FIVE EVENTS (Requestor Name)

By *Daniel P. Carroll* Date 5/31/12
Company Official

Typed or Printed Name and Title Dan Carroll

High Five Events, LLC

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Application for Use of State of Texas Right of Way for Temporary Signs for Special Events

Please print or type information

Date: 5/31/12

To the Texas Department of Transportation (TxDOT)
c/o Area Engineer _____, Texas

This form must be received at least 7 days prior to proposed use on the right of way.

Applicant Dan Carroll, High Five Events LLC proposes to place a sign within the right of way of Highway SH 27, SH 16, FM 1350 Location SH 27: Between Guadaule St. & FM 1350. FM 1350: Between SH 27 & FM 480. SH 173: Between Wharton Rd & SH 16. SH 16: Between SH 173 & SH 27 in Kerr County, Texas.

Check here for placement of multiple signs and submit the information requested on the Supplemental Sheet.

The temporary structure/vehicle will be placed 3 feet from the roadway and will have the following characteristics:

Mounting Height 3 feet Thickness 1/4 inch

Sign Dimensions (Height, Width, Length) 18 in x 24 in

Sign Material corrugated plastic

Sign Support Dimensions 2 in x 3 ft

Sign Support Material wood

Proposed Text PUBLIC NOTICE, Kerrville Triathlon, October 1-2, 7 AM to 2 PM, EXPECT DELAYS

Background Color white Legend Color black

The right of way will be used FROM DATE 9/29/12 7:00 AM TO DATE 9/30/12 2:00 PM
(maximum of 60 days) and the nature of the event is bicycle event

The sponsor of the event, if applicable, is _____

I will avoid or minimize impacts, and will, at my own expense, restore or repair damage resulting from this event.

I will be responsible for any damages or accidents that may occur during the term of this permit and save TxDOT and the State of Texas harmless.

I will abide by all applicable federal, state and local environmental laws, regulations, ordinances, and any conditions or restrictions required by TxDOT to protect natural and cultural resources of the right of way.

If this event causes hazardous traffic conditions to develop, I will cease the activity until corrective measures have been implemented.

It is expressly understood that TxDOT reserves the right to enforce the terms and conditions that it may deem necessary for the protection of the transportation facility and safety of the traveling public.

By signing below, I agree to the conditions/provisions included in this application. I am authorized to sign on the behalf of the organization holding the event.

Dan Carroll
Applicant

High Five Events, LLC
Mailing Address
PO Box 442

By
Race Director

Austin TX 78767
City, State Zip

Title
Dan Carroll
Signature

(512) 917 - 3579
Area Code Telephone Number

Approval

Dan Carroll, High Five Events, LLC
Name of Applicant

Control Number

Section

Highway Number

County

Start Date of Agreement

Termination Date of Agreement

Signs must be constructed of heavy cardboard, plastic, fabric mesh or plywood, no thicker than ¼ inch.

An approved sign must not:

- exceed 16 square feet in placed on the roadside to inform the traveling public;
- exceed four square feet if used to guide participants in a bicycle or pedestrian event;
- extend more than three feet beyond the pavement edge if the sign is a banner; or
- imitate or resemble any official traffic sign, signal, or device.

An approved sign may not be placed:

- in a location where it may prevent the driver of a vehicle from having a clear and unobstructed view of official signs and approaching or merging traffic;
- on any highway appurtenances, including, but not limited to bridges, traffic control devices, official signs, sign supports, and light standards, poles, and delineators;
- on a tree or other natural feature;
- less than 18 ½ feet (clear) above the pavement if the sign is a banner placed over the pavement; or
- closer to the pavement edge than official highway signs, except for those signs used to guide participants in a bicycle or and pedestrian event.

TxDOT reserves the right to remove a sign if it becomes a hazard due to inclement weather, inadequate maintenance, accidental damage, or other hazardous cause. A sign approved for temporary use may not be erected more than 24 hours prior to the event. However, if the sign is a banner it may be installed no more than 30 days prior to the event.

It is understood that a sign must be removed within 24 hours of the completion of the event; except banners shall be removed within seven days of the completion of the event. A special event sign not removed within the allotted time is subject to removal by TxDOT and the applicant is liable for removal and disposal costs.

It is expressly understood that TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway. In the event the party fails to comply with any or all of the requirements as set forth herein, the approval may be revoked and TxDOT may take appropriate action.

Name of TxDOT Representative

Address

Title

Signature, TxDOT Representative

City, State Zip
() -

Date of Final Approval

Area Code Telephone Number

Supplemental Sheet Application for Permit Use of State of Texas Right of way for Temporary Signs

This temporary sign will be placed 3 feet from the edge of the roadway and will have the following characteristics:
Mounting Height 3 ft Thickness 1/4 inch
Sign Dimensions (Height, Width, Length) 18 in x 18 in
Sign Material corrugated plastic
Sign Support Dimensions 2 in x 3 ft
Sign Support Material wood
Proposed Text Directional Arrow

Background Color white Legend Color red

This temporary sign will be placed _____ feet from the edge of the roadway and will have the following characteristics:
Mounting Height _____ Thickness _____
Sign Dimensions (Height, Width, Length) _____
Sign Material _____
Sign Support Dimensions _____
Sign Support Material _____
Proposed Text _____

Background Color _____ Legend Color _____

This temporary sign will be placed _____ feet from the edge of the roadway and will have the following characteristics:
Mounting Height _____ Thickness _____
Sign Dimensions (Height, Width, Length) _____
Sign Material _____
Sign Support Dimensions _____
Sign Support Material _____
Proposed Text _____

Background Color _____ Legend Color _____

This temporary sign will be placed _____ feet from the edge of the roadway and will have the following characteristics:
Mounting Height _____ Thickness _____
Sign Dimensions (Height, Width, Length) _____
Sign Material _____
Sign Support Dimensions _____
Sign Support Material _____
Proposed Text _____

Background Color _____ Legend Color _____

This temporary sign will be placed _____ feet from the edge of the roadway and will have the following characteristics:
Mounting Height _____ Thickness _____
Sign Dimensions (Height, Width, Length) _____
Sign Material _____
Sign Support Dimensions _____
Sign Support Material _____
Proposed Text _____

Background Color _____ Legend Color _____

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ____-2012

A RESOLUTION SUPPORTING THE CLOSURE OF A PORTION OF STATE HIGHWAY 27 DURING CERTAIN DAYS AND HOURS FOR THE KERRVILLE TRIATHLON FESTIVAL 2012

WHEREAS, High Five Events seeks to close a portion of State Highway 27 on Saturday, September 29, 2012, from 6:30 a.m. to 11:00 a.m., and Sunday, September 30, 2012 from 6:30 a.m. to 2:00 p.m. for the Kerrville Triathlon Festival; and

WHEREAS, State Highway 27 is a state owned and controlled highway and as such, the Texas Department of Transportation (TxDOT) requires High Five Events to enter into an agreement to authorize any such closure; and

WHEREAS, as a result of an agreement between TxDOT and High Five Events, High Five Events and the City have agreed to accrue all costs associated with the closure, to include having the Kerrville Police Department provide traffic control;

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

The City Council hereby expresses its support for the temporary closure of a portion of State Highway 27 during certain days and hours for the Kerrville Triathlon Festival 2012.

PASSED AND APPROVED ON this the _____ day of _____, A.D., 2012.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

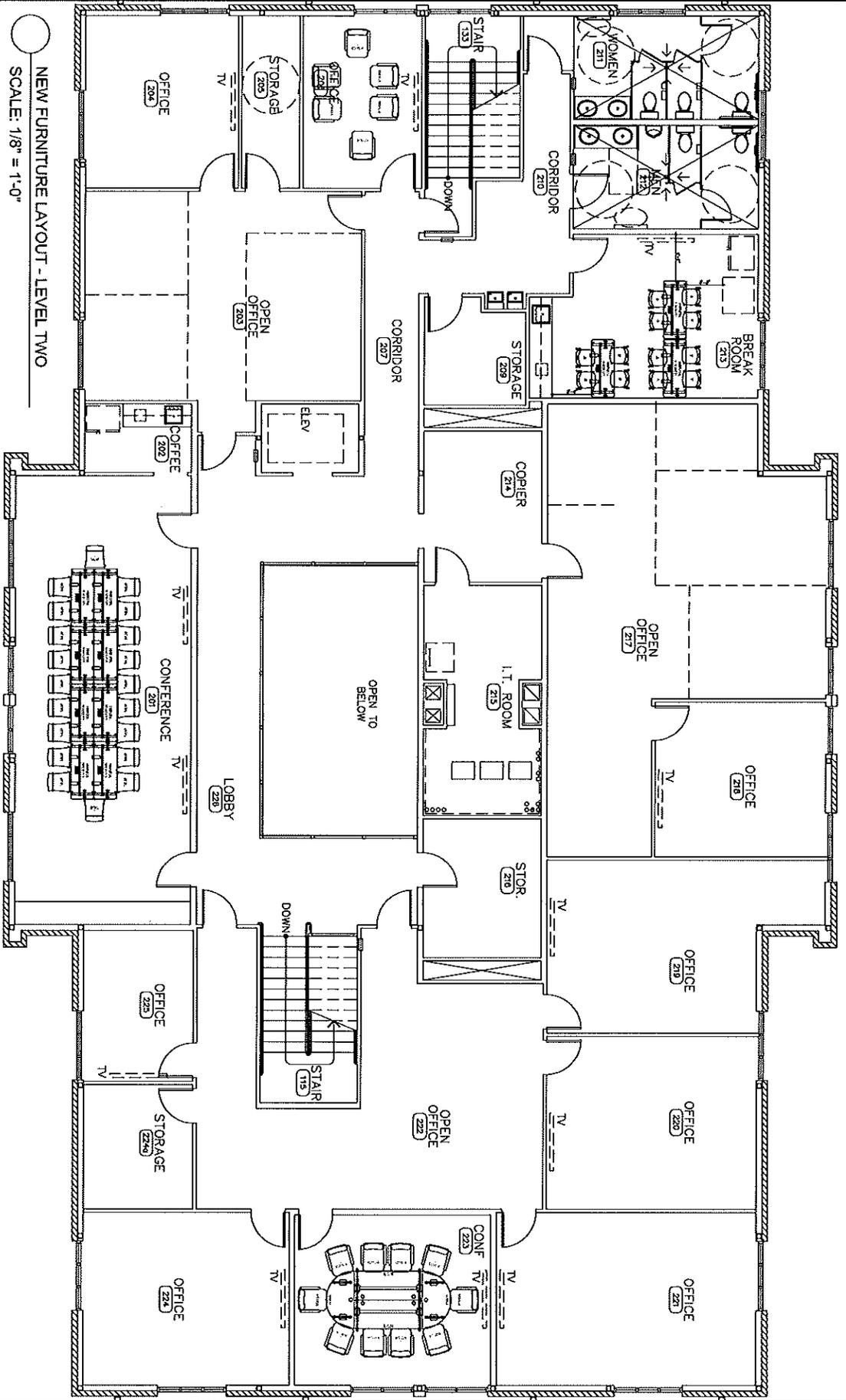
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

3F. Contract through TMAS for general office furniture with HON, National, Allsteel, Global and Gateway Furniture for the new city hall in an amount not to exceed \$65,000.00. (staff)



NEW FURNITURE LAYOUT - LEVEL TWO
 SCALE: 1/8" = 1'-0"

FURNITURE PLAN DRAWN BY: _____ DATE: _____ REVISION: _____ 05.00.00 SHEET NO. 1 OF 1	THIS DOCUMENT CONTAINS INFORMATION THAT IS PROPRIETARY TO GATEWAY JONES & COOK. IT SHALL NOT BE REPRODUCED IN WHOLE OR IN PART. IT SHALL NOT BE DISCLOSED TO A THIRD PARTY OR USED TO PERFORM WORK FOR THIS PROJECT BY OTHERS. THIS DOCUMENT SHALL ONLY BE USED FOR THE SPECIFIC PROJECT IT HAS BEEN PREPARED AND FOR WORK PERFORMED BY GATEWAY JONES & COOK.	CITY OF KERVILLE CITY HALL ADDRESS KERVILLE, TX QUOTE#: 12-289PM	GATEWAY PRINTING OFFICE SUPPLY, INC. 11529 Saco Street Dr. San Antonio, Texas 78247 210 853-3995 Main 210 850-6666 Fax	Jones & Cook ARCHITECT & INTERIORS
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Agenda Item:

3G. A resolution approving the interlocal cooperation contract with the Texas Department of Public Safety to allow for the city to participate in the failure to appear program. (staff)

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

SUBJECT: Texas Department of Public Safety amendment of contract for the Failure to Appear Program

FOR AGENDA OF: 08/28/2012 **DATE SUBMITTED:** 08/17/2012

SUBMITTED BY: Susan Michelson *SM* **CLEARANCES:** Kimberly Meisner *KM*
Municipal Court Administrator Director of General Operations

EXHIBITS: Exhibit "A" Letter from Texas Department of Public Safety
Exhibit "B" Interlocal Cooperation Contract (Failure to Appear Program)

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

APPROVED FOR SUBMITTAL BY DIRECTOR OF GENERAL OPERATIONS:

SUMMARY STATEMENT

Texas Department of Public Safety has submitted an interlocal coordination contract that was amended pursuant to the 82nd Legislative Section. Under Section 706.005 of the Transportation Code, the Failure to Appear program has changed the language of the statute to immediately notify the FTA system when there is no cause that exists to continue to deny the renewal of a person's driver license. The current contract states that courts are required to report the compliance within 5 business days to FTA system. The FTA system is maintained by Omnibase Services, Inc.

This failure to appear program is an enforcement tool that provides a service to notify persons, who have either not appeared to answer to the violation(s) filed against them or have defaulted on their judgment assessed by the Court, of pending court cases. Courts submit cases electronically to Omnibase into a database, information is verified and the information is flagged on the violator's driver's license. Omnibase will send out a letter to the violator advising the offender of the case(s) pending against them and of the offender's inability to renew their driver's until the reporting court submits a clearance to Omnibase.

An administrative fee of \$30.00 is assessed against the violator and is collected upon disposition of the case. The fee is broken out to \$20.00 paid to the State, \$6.00 is paid to Omnibase, and \$4.00 is retained by the original jurisdiction. Once a disposition has been accepted by the Court, a clearance is filed electronically to update Omnibase who in turn advises TXDPS to remove the flag on the person's driver's license. This process allows the offender the ability to renew their driver's license.

The Court has been contracted with TXDPS failure to appear program since 2004.

RECOMMENDED ACTION

Staff recommends that Council approve the contract amendment with the Texas Department of Public Safety and authorize the City Manager to execute the Interlocal Cooperation Contract.



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN TEXAS 78773-0001
512/424-2600



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A.CYNTHIA LEON

August 3, 2012

CITY OF KERRVILLE; MUNICIPAL COURT
301 MCFARLAND ST
KERRVILLE TX 78028

Dear Court Administrator:

You currently have a contract for the Failure To Appear Program offered by the Driver License Division under Transportation Code Chapter 706.

During the 82nd Legislative Session, Section 706.005 was amended to require courts to immediately notify us when no cause exists to continue to deny renewal of a person's driver license. Under the existing contract, courts are required to report compliance within 5 business days.

To continue this contract, your court must complete and submit the enclosed amended contract. Please complete all of the appropriate entries on the contract, and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.) **within 45 days of the receipt of this letter.**

Only 1 original signed contract should be submitted for each political subdivision; if you require a final copy for your records, please indicate so when you return the document. Signed contracts must be returned to:

**Texas Department of Public Safety
Attn: Enforcement and Compliance Service
P.O. Box 4087
Austin, Texas 78773-0320**

After the contract has been returned, it will be processed for approval. Any changes made to this contract by the political subdivision will result in the rejection of the contract. Should you have further questions, please contact a Customer Service Representative at 512-424-5727.

Respectfully,

Manager
Enforcement and Compliance Service

RH: tfp

Enclosure

RECEIVED

AUG 08 2012

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. _____ - 2012**

**A RESOLUTION APPROVING THE INTERLOCAL COOPERATION
CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY TO
ALLOW FOR THE CITY TO PARTICIPATE IN THE FAILURE TO
APPEAR PROGRAM**

WHEREAS, in a effort to reduce the backlog of outstanding warrants in municipal courts, the Texas Department of Public Safety ("DPS") has created a program that identifies persons with outstanding warrants and/or judgments and prevents such persons from renewing their driver's license with the agency; and

WHEREAS, the City Council, pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, desires to continue to participate in DPS's statewide Failure to Appear Program ("Program"); and

WHEREAS, under the existing contract between the City and DPS entered into on April 22, 2003, the City's Municipal Court is required to inform DPS within 5 days when a person no longer has any outstanding warrants and/or judgments; and

WHEREAS, the Texas Legislature amended Section 706.005 of the Texas Transportation Code to require courts to immediately notify DPS when no cause exists to deny renewal of a person's driver's license; and

WHEREAS, City staff believes that the City's continued participation in the Program will assist in reducing the number of outstanding warrants and judgments in the City's municipal court as well as to collect fines that may otherwise go uncollected; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to continue its participate in the Program and to enter into a new contract with DPS;

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

SECTION ONE. The City Manager and City Secretary are authorized to execute and attest, respectively, on behalf of the City of Kerrville, Texas, the Interlocal Cooperation Contract with the Texas Department of Public Safety thereby allowing the City's continued participation in DPS's Failure to Appear Program; the provisions of which contract are substantially set forth in **Exhibit A**.

SECTION TWO. Resolution No. 048-2003 is repealed and the City Manager shall provide notice to DPS and perform any other necessary action to terminate the Interlocal Cooperation Contract entered into on April 22, 2003, between the City and DPS.

PASSED AND APPROVED ON this the _____ day of _____, 2012.

(signatures begin on next page)

ATTEST:

Jack Pratt, Jr., Mayor

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Interlocal Cooperation Contract

STATE OF TEXAS

§

COUNTY OF KERR

§

§

I. Parties

This Interlocal Cooperation Contract ("Contract") is made and entered into between the Texas Department of Public Safety ("TDPS"), a political subdivision of the State of Texas, and the City of Kerrville, a local political subdivision of the State of Texas.

II. Overview

The purpose of this Contract is to implement the provisions of Texas Transportation Code Chapter 706. A local political subdivision may contract with the TDPS to provide information necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the court in a matter involving any offense that a court has jurisdiction of under Chapter 4, Code of Criminal Procedure.

The TDPS has authority to contract with a private vendor ("Vendor") pursuant to Texas Transportation Code §706.008. The Vendor will provide the necessary goods and services to establish an automated system ("FTA System") whereby information regarding violators subject to the provisions of Texas Transportation Code Chapter 706 may be accurately stored and accessed by the TDPS. Utilizing the FTA System as a source of information, the TDPS may deny renewal of a driver license to a person who is the subject of an FTA System entry.

Each local political subdivision contracting with the TDPS will pay monies to the Vendor based on a fee established by this Contract. The TDPS will make no direct or indirect payments to the Vendor. The Vendor will ensure that accurate information is available to the TDPS, political subdivisions and persons seeking to clear their licenses at all reasonable times.

III. Definitions

"Complaint" means notice of an offense as defined in Article 27.14(d) or Article 45.019, Code of Criminal Procedure.

"Department" or "TDPS" means the Texas Department of Public Safety.

"Failure to Appear Program" or "FTA Program" refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

"Failure to Appear System" or "FTA System" refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

"FTA Software" refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

"Originating Court" refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

"State" refers to the State of Texas.

"Local political subdivision" refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this Contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
 - (2) the name of the local political subdivision submitting the report;
 - (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
 - (4) the date of the alleged violation;
 - (5) a brief description of the alleged violation;
 - (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
 - (7) the date that the person failed to appear or failed to pay or satisfy a judgment;
- and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report immediately advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must immediately file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each

calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions,

damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision City further agrees to satisfy any final judgment awarded against the local political subdivision City or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one Contract. But, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This Contract shall be in effect from and after the date that the final signature is set forth below. This Contract shall automatically renew on a yearly basis. However, either party may terminate this Contract upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local political subdivision

City of Kerrville
Attn: City Manager
800 Junction Highway
Kerrville, TX 78028
~~830-792-3850 (fax)~~

Texas Department of Public Safety

Attn: Enforcement and Compliance Service

5805 North Lamar Boulevard

Austin, Texas 78773-0001

(512) 424-5311 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

LOCAL POLITICAL SUBDIVISION*

Sheri Gipson
Deputy Administrator

Authorized Signature
Jeffrey Todd Parton

Date

City Manager, Kerrville, TX
Title

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Heather Stebbins, Assistant City Attorney

Agenda Item:

4A. An ordinance annexing an approximate 9.83 acre tract of land out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas; said property being located adjacent to the corporate limits of the City of Kerrville, Texas, and being more particularly described as 5623 Highway 27; describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. (staff)

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

SUBJECT: Ordinance Reading, Annexation & Zoning Request – Consider an ordinance on the second and final reading annexing and zoning an approximately 9.83 acre tract of land, out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas and consisting of the property addressed as 5263 Highway 27.

FOR AGENDA OF: August 28, 2012 **DATE SUBMITTED:** August 16, 2012

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

EXHIBITS: Location Map, Resolution Accepting the Petition for Annexation, Annexation & Zoning Request Ordinance

AGENDA MAILED TO: Lee Voelkel, 212 Clay Street, Kerrville, Texas 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Annexation-Zoning Timeline:

- April 24, 2012 – Annexation petition and zoning request submitted for review and consideration.
- May 8, 2012 – City Council considers and accepts annexation petition for the subject tract by resolution No. 12-2012.
- May 22, 2012 – Notice of public hearing published in The Kerrville Daily Times.
- June 7, 2012 – Planning and Zoning Commission (P&Z) public hearing on proposed annexation and recommendation of zoning designation to the City Council.
- June 26, 2012 – City Council conducted the first required public hearing on the proposed annexation.
- June 29, 2012 – Notice of the second required public hearing published in The Kerrville Daily Times and written notification to property owners, franchise utilities, Texas Department of Transportation (TxDot) and Kerrville Independent School District (KISD).
- July 10, 2012 – City Council conducted the second and final required public hearing on the proposed annexation zoning the subject tract.
- August 14, 2012 – City Council approved the ordinance on first reading annexing

and zoning the subject tract, as written.

- **August 28, 2012** – City Council considers an ordinance on second and final reading annexing and zoning the subject tract.

Summary:

The applicant requested annexation and zoning of a 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, located at 5263 Highway 27 and adjacent to the corporate limits of the City of Kerrville. This 9.83 acre tract is the remaining part of a 10.43 acre tract owned by the applicant, with 0.6 acres currently inside the city limits and zoned (GR) Guadalupe River District.

The land owner is proposing to use this site for the manufacturing of production equipment in the oil and gas industry, including oilfield storage tanks and other specialty oilfield production products. Fox Tank, Inc. will produce, store, and distribute its products from this location.

Given the property's use of manufacturing, staff recommends that the zoning district of 26-E be assigned to this property. According to Art. 11-1-8 (a)(3) of the city's zoning code, District 26-E is primarily to be developed as the primary industrial area for the City. Both heavy and limited industrial uses are listed as permitted, though other uses primarily intended to compliment the industrial uses are also allowed. District 26-E is intended to be expanded through annexation.

An eight inch sanitary sewer line and a twelve inch water main are located in the Highway 27 right-of-way to serve this property.

According to the City of Kerrville's Comprehensive Plan, the future land use category for this area is Industrial.

The Planning and Zoning Commission at their June 7, 2012 meeting following a public hearing, recommended annexing the subject tract and establishing a zoning designation of 26-E, by a vote of 4-0. No one from the public appeared at the public hearing.

The City Council conducted the 1st required public hearing on June 26, 2012. No one from the public appeared at the public hearing. The City Council conducted the 2nd required public hearing on July 10, 2012. No one from the public appeared at the public hearing.

The City Council approved the ordinance on the first reading on August 14, 2012.

RECOMMENDED ACTION

1. Approve the ordinance on second and final reading as written.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 12-2012

A RESOLUTION GRANTING A PETITION REQUESTING THE ANNEXATION OF AN APPROXIMATELY 9.83 ACRE TRACT OUT OF THE F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280, WITHIN KERR COUNTY, TEXAS, AND CONSISTING OF THE PROPERTY ADDRESSED AS 5263 HIGHWAY 27; AND ORDERING THE PREPARATION OF AN ANNEXATION ORDINANCE

WHEREAS, on April 24, 2012, the owner of an approximately 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and more commonly known as 5263 Highway 27, filed a petition with the City pursuant to Texas Local Government Code Section 43.028 and requested the annexation of the property; and

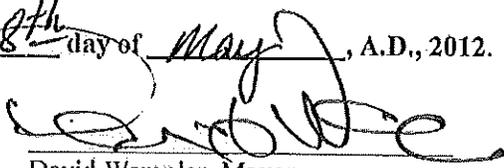
WHEREAS, having considered the petition and hearing the recommendation from City staff, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to grant said petition and to initiate the annexation process, which includes the preparation of an ordinance annexing the subject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

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

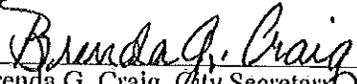
SECTION ONE. The petition requesting annexation of an approximately 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and consisting of the property addressed as 5263 Highway 27, and more fully described in said petition, a copy of which is attached as Exhibit A, is granted.

SECTION TWO. City staff is directed to initiate the annexation process and to prepare an ordinance annexing the subject property described in the above-referenced petition.

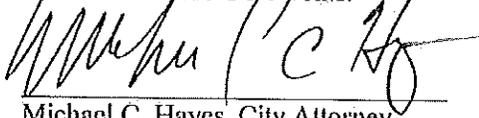
PASSED AND APPROVED ON this the 8th day of May, A.D., 2012.


David Wampler, Mayor

ATTEST:


Brenda G. Craig, City Secretary

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE 1.11 Survey, Abstract Number 207, KERR COUNTY TEXAS

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

Fox Tank Company is the sole owner of an approximately 1.11 acre tract of land located adjacent to the incorporated limits of the City of Kerrville which is out of the Survey No. 11 Abstract No. 207 Kerr County, Texas, and is more particularly described as follows:

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

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

In accordance with Texas Local Government Code §43.028, Fox Tank Company hereby respectfully requests and petitions that the above-described property be annexed into the incorporated limits of the City of Kerrville, Texas. SUBMITTED THIS 24th day of April, 2012.

By: R. Nathan Fox
Legally authorized signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the 24th day of April, 2012, by R. Nathan Fox for and on behalf of Fox Tank Company.

Dora Gonzalez
NOTARY PUBLIC STATE OF TEXAS

Printed Name: DORA GONZALEZ

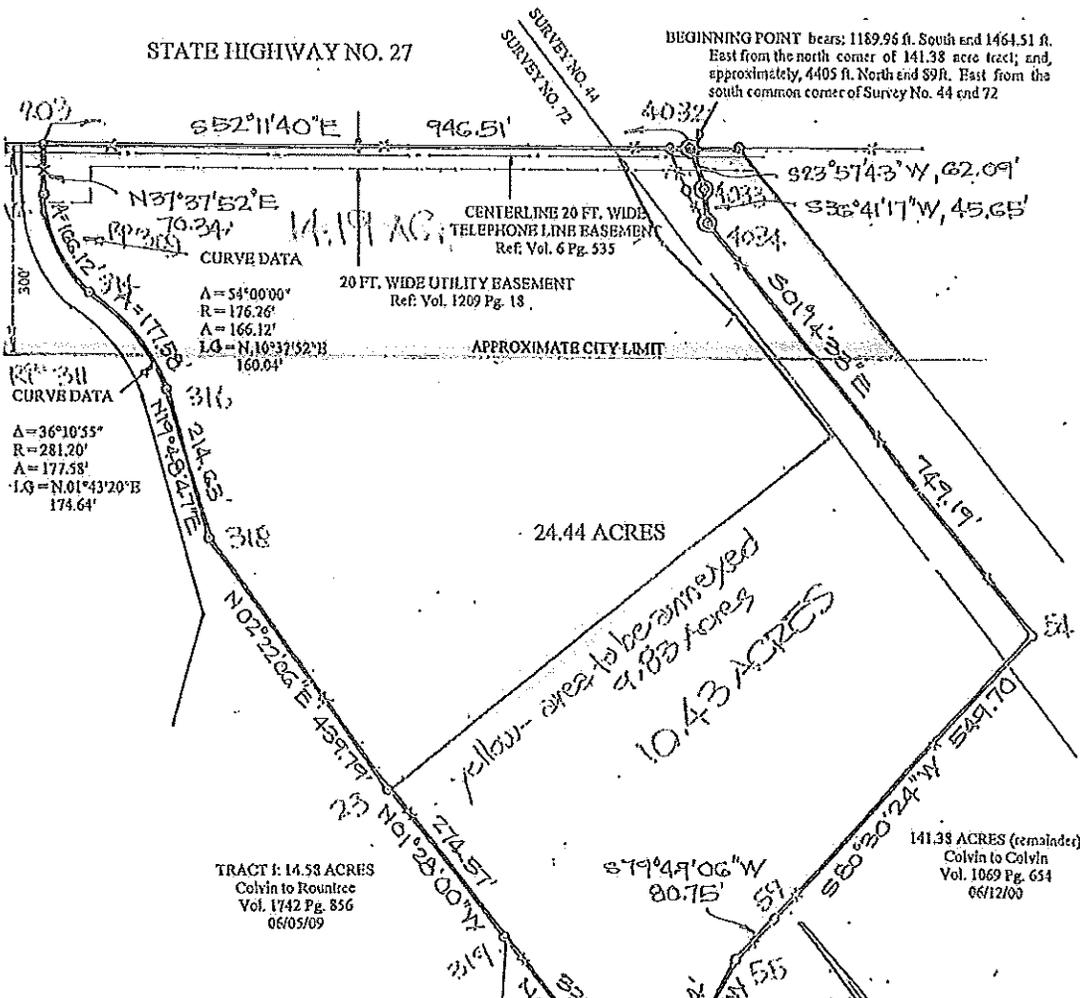
My Commission Expires: 03-29-2013



SURVEY PLAT FOR 24.44 ACRES OF LAND, MORE OR LESS, OUT OF ORIGINAL PATENT SURVEYS IN KERR COUNTY, TEXAS AS FOLLOWS:

SURVEY NO.	SURVEY	ABSTRACT NO.	ACRES
44	O. V. ROBINSON	282	0.99
72	F. RODRIGUEZ	280	23.45

PART OF A CERTAIN 141.38 ACRE TRACT CONVEYED FROM R.B. COLVIN TO RICHARD B. COLVIN, ET UX BY A CASH WARRANTY DEED EXECUTED THE 12TH DAY OF JUNE, 2000 AND RECORDED IN VOLUME 1069 AT PAGE 654 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS

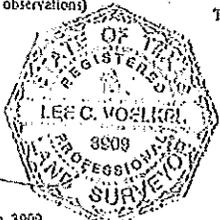


I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and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

Date Surveyed: April 14, 2009
February 10, 2012

Dated this 21st day of February, 2012

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



SCALE: 1" = 200'

LEGEND

- found 1/2" iron stake
- ⊙ set 3/4" iron stake
- fencepost
- fence

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 9.83 ACRES OF LAND OUT OF THE FOX TANK COMPANY PROPERTY ALONG STATE HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 9.83 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows:

Survey No.	Survey	Abstract No.	Acres
44	O. V. Robinson	282	0.56
72	F. Rodriguez	280	9.27

part of a certain 10.43 acre tract conveyed from Heath M^cGehee, et ux to Fox Tank Company by a Special Warranty Deed with Vendor's Lien executed the 10th day of April, 2012 and recorded in File No. 12-2266 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost for the southeast corner of the herein described tract and said 10.43 acre tract; which point bears, approximately, 3563 ft. North and 53 ft. East from the south common corner of said Survey Nos. 44 and 72;

THENCE, along a fence with the south line of said 10.43 acre tract: S.80°30'24"W., 549.70 ft. to a fence anglepost; S.79°49'06" W., 80.75 ft. to a fence anglepost; and S.65°51'12"W., 266.34 ft. to a fence cornerpost in the east line of a certain 6.21 acre tract conveyed as TRACT II from Richard B. Colvin and Nancy W. Colvin to John G. Rountree by a Warranty Deed with Vendor's Lien and Reservation of Adjudicated Water Rights and Restrictive Covenants executed the 5th day of June, 2009 and recorded in Volume 1742 at Page 856 of the Official Public Records of Kerr County, Texas for the southwest corner of the herein described tract and 10.43 acre tract;

THENCE, along a fence with the common line between said 10.43 and 6.21 acre tracts N.01°28'00"W., at 333.18 ft. passing a 1/2" iron stake found for the northeast corner of 6.21 acre tract and the southeast corner of a certain 14.58 acre tract conveyed as TRACT I in said Colvin to Rountree deed (Vol. 1742 Pg. 856), then continuing with the common line between said 10.43 and 14.58 acre tracts for a total distance of 607.75 ft. to a fence anglepost for the westerly northwest corner of the herein described tract and 10.43 acre tract;

THENCE, with the north line of said 10.43 acre tract: N.88°45'27"E., 821.49 ft. to a 1/2" iron stake found for a reentrant corner of the herein described tract and 10.43 acre tract; and N.01°14'33"W., 127.20 ft. to an unmarked point for the northerly northwest corner of the herein described tract;

THENCE, upon, over and across said 10.43 acre tract S.52°11'40"E., 64.38 ft. to an unmarked point in a fence, the east line of 10.43 acre tract for the northeast corner of the herein described tract;

THENCE, along or near said fence with the east line of said 10.43 acre tract S.01°14'33"E., 499.30 ft. to the PLACE OF BEGINNING.

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

(Bearing basis = True north based on GPS observations)

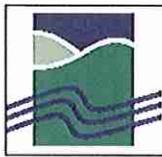
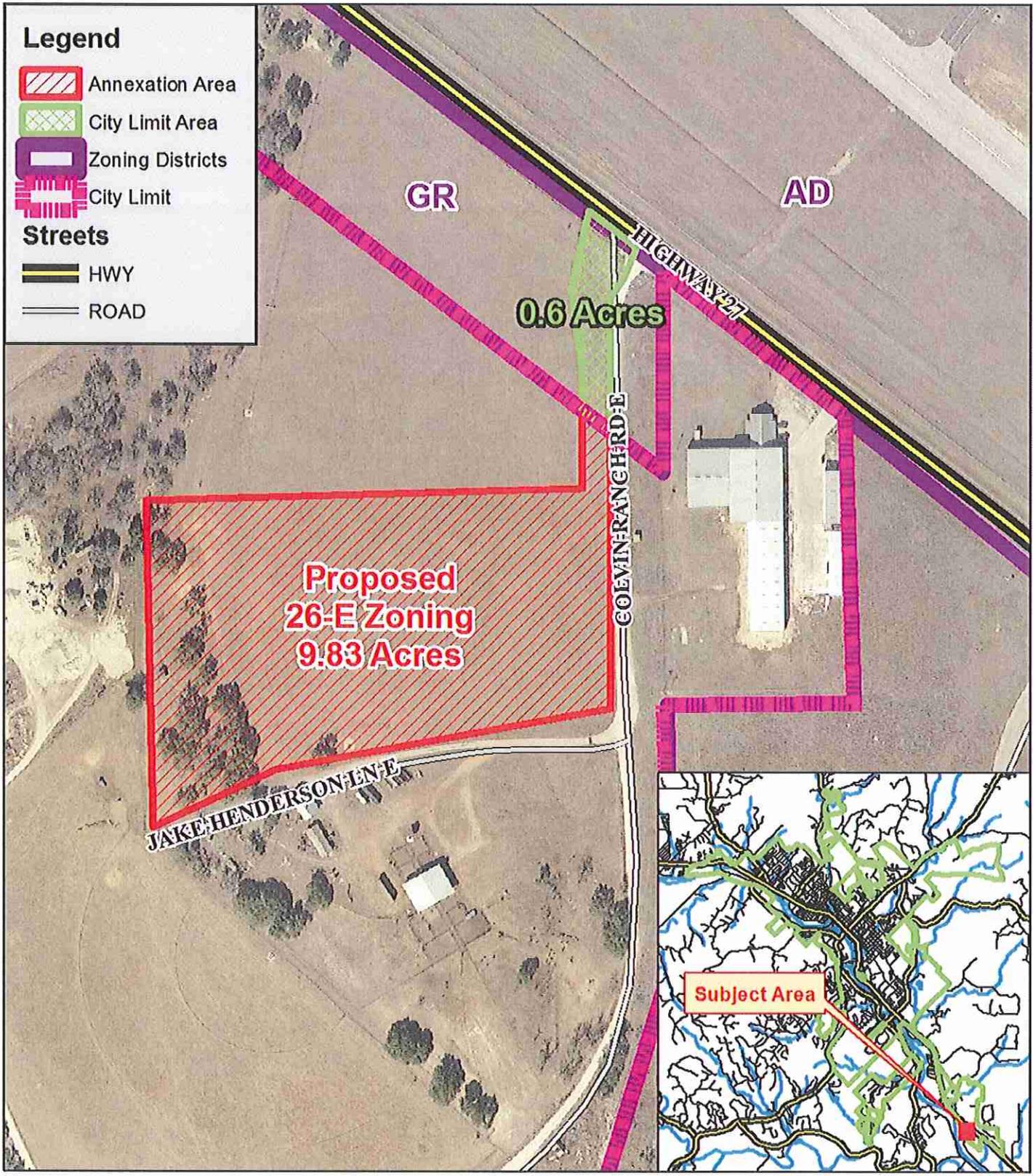
Dated this 24th day of April, 2012

Lee C. Voelkel

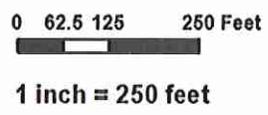
Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



Case #2012-007 Annexation & Zoning Aerial Map



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.



**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2012-_____**

AN ORDINANCE ANNEXING AN APPROXIMATELY 9.83 ACRE TRACT OF LAND OUT OF THE F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280, WITHIN KERR COUNTY, TEXAS; SAID PROPERTY BEING LOCATED ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS 5623 HIGHWAY 27; DESCRIBING THE TERRITORY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; AND ESTABLISHING THE ZONING FOR THE AREA ANNEXED

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

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

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

SECTION ONE. The property described and depicted in **Exhibit A** is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

SECTION TWO. The petition for annexation concerning the property described in Section One, above, is attached as **Exhibit B** and incorporated herein by reference.

SECTION THREE. The service plan regarding the provision of public services, as set forth in **Exhibit C**, attached hereto and incorporated herein by reference, is hereby adopted for the property described in Section One, above, as required by Texas Local Government Code §43.056.

SECTION FOUR. Upon the adoption of this Ordinance, the property as described in Section One, above, shall be subject to a zoning designation of the City's Zoning District 26-E and the property uses authorized within this district.

SECTION FIVE. The provisions of this Ordinance are to be cumulative of all Ordinances or parts of Ordinances governing or regulating the same subject matter as that

covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-9 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

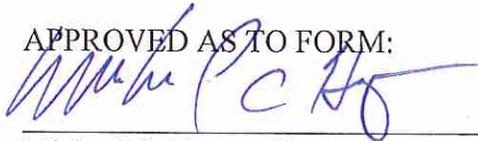
SECTION NINE. In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

PASSED AND APPROVED ON FIRST READING, this the 14th day of August, A.D., 2012.

PASSED AND APPROVED ON SECOND READING, this the ____ day of _____, A.D., 2012.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 9.83 ACRES OF LAND OUT OF THE FOX TANK COMPANY PROPERTY ALONG STATE HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 9.83 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows:

Survey No.	Survey	Abstract No.	Acres
44	O. V. Robinson	282	0.56
72	F. Rodriguez	280	9.27

part of a certain 10.43 acre tract conveyed from Heath M^cGehee, et ux to Fox Tank Company by a Special Warranty Deed with Vendor's Lien executed the 10th day of April, 2012 and recorded in File No. 12-2266 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost for the southeast corner of the herein described tract and said 10.43 acre tract; which point bears, approximately, 3563 ft. North and 53 ft. East from the south common corner of said Survey Nos. 44 and 72;

THENCE, along a fence with the south line of said 10.43 acre tract: S.80°30'24"W., 549.70 ft. to a fence anglepost; S.79°49'06" W., 80.75 ft. to a fence anglepost; and S.65°51'12"W., 266.34 ft. to a fence cornerpost in the east line of a certain 6.21 acre tract conveyed as TRACT II from Richard B. Colvin and Nancy W. Colvin to John G. Rountree by a Warranty Deed with Vendor's Lien and Reservation of Adjudicated Water Rights and Restrictive Covenants executed the 5th day of June, 2009 and recorded in Volume 1742 at Page 856 of the Official Public Records of Kerr County, Texas for the southwest corner of the herein described tract and 10.43 acre tract;

THENCE, along a fence with the common line between said 10.43 and 6.21 acre tracts N.01°28'00"W., at 333.18 ft. passing a 1/2" iron stake found for the northeast corner of 6.21 acre tract and the southeast corner of a certain 14.58 acre tract conveyed as TRACT I in said Colvin to Rountree deed (Vol. 1742 Pg. 856), then continuing with the common line between said 10.43 and 14.58 acre tracts for a total distance of 607.75 ft. to a fence anglepost for the westerly northwest corner of the herein described tract and 10.43 acre tract;

THENCE, with the north line of said 10.43 acre tract: N.88°45'27"E., 821.49 ft. to a 1/2" iron stake found for a reentrant corner of the herein described tract and 10.43 acre tract; and N.01°14'33"W., 127.20 ft. to an unmarked point for the northerly northwest corner of the herein described tract;

THENCE, upon, over and across said 10.43 acre tract S.52°11'40"E., 64.38 ft. to an unmarked point in a fence, the east line of 10.43 acre tract for the northeast corner of the herein described tract;

THENCE, along or near said fence with the east line of said 10.43 acre tract S.01°14'33"E., 499.30 ft. to the PLACE OF BEGINNING.

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

(Bearing basis = True north based on GPS observations)

Dated this 24th day of April, 2012

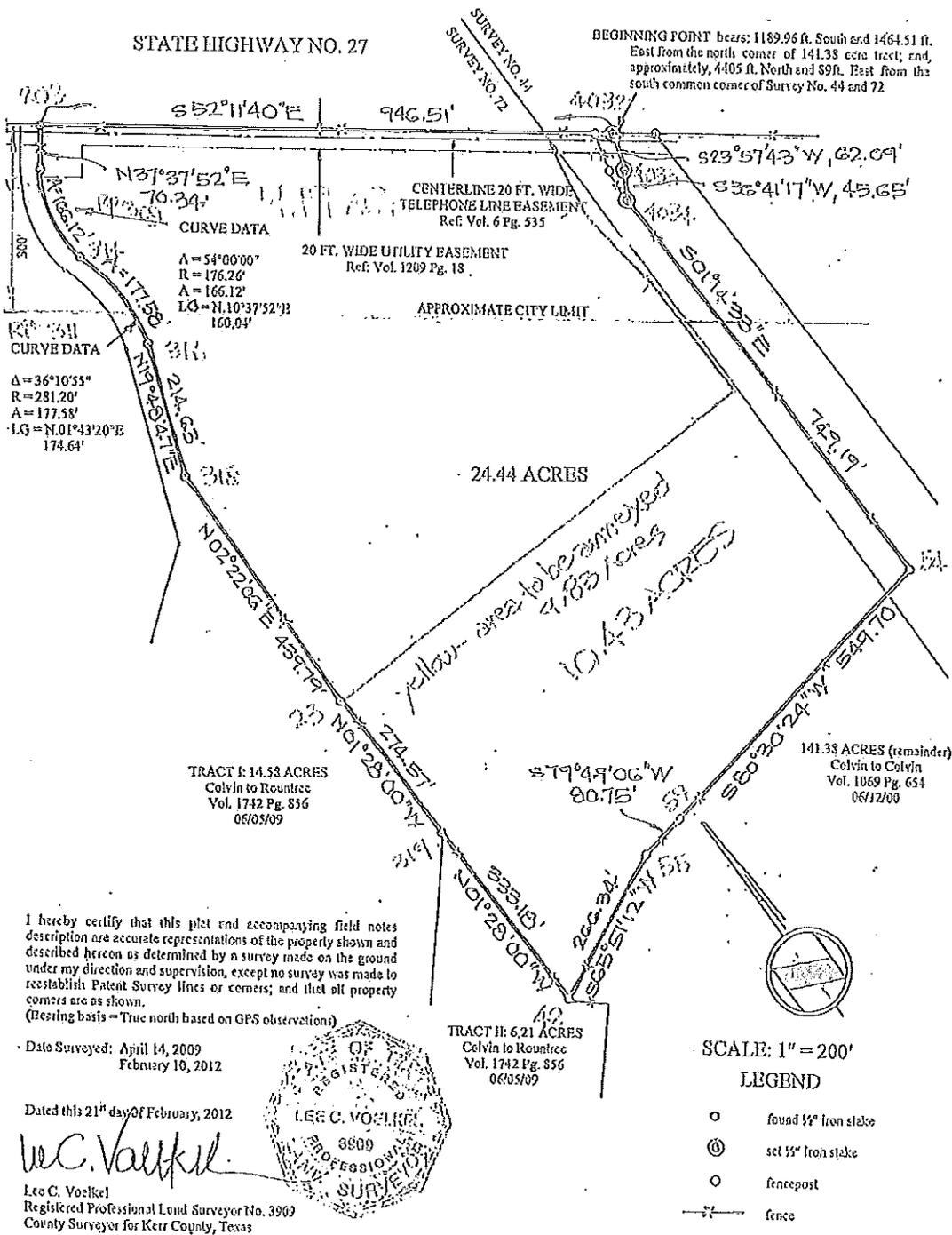
Leo C. Voelkel
 Leo C. Voelkel
 Registered Professional Land Surveyor No. 3909
 County Surveyor for Kerr County, Texas



SURVEY PLAT FOR 24.44 ACRES OF LAND, MORE OR LESS, OUT OF ORIGINAL PATENT SURVEYS IN KERR COUNTY, TEXAS AS FOLLOWS:

SURVEY NO.	SURVEY	ABSTRACT NO.	ACRES
44	O. V. ROBINSON	282	0.99
72	F. RODRIGUEZ	280	23.45

PART OF A CERTAIN 141.38 ACRE TRACT CONVEYED FROM R.B. COLVIN TO RICHARD B. COLVIN, ET UX BY A CASH WARRANTY DEED EXECUTED THE 12TH DAY OF JUNE, 2000 AND RECORDED IN VOLUME 1069 AT PAGE 654 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS

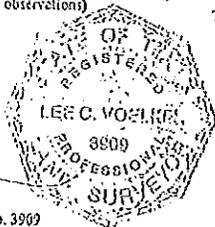


I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and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

Date Surveyed: April 14, 2009
 February 10, 2012

Dated this 21st day of February, 2012

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



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

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

Fox Tank Company Is the sole owner of an approximately 9.83 acre tract of land located adjacent to the incorporated limits of the City of Kerrville which is out of the Survey No. 72 Abstract No. 400 Kerr County, Texas, and is more particularly described as follows:

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

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

In accordance with Texas Local Government Code §43.028, Fox Tank Company hereby respectfully requests and petitions that the above-described property be annexed into the incorporated limits of the City of Kerrville, Texas. SUBMITTED THIS 24th day of April, 2012.

By: R. Nathan Fox
Legally authorized signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the 24th day of April 2012, by R. Nathan Fox for and on behalf of Fox Tank Company.

Dora Gonzalez
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: DORA GONZALEZ

My Commission Expires: 03-29-2013

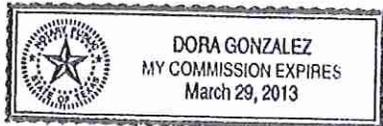


EXHIBIT C

ANNEXATION SERVICE PLAN

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

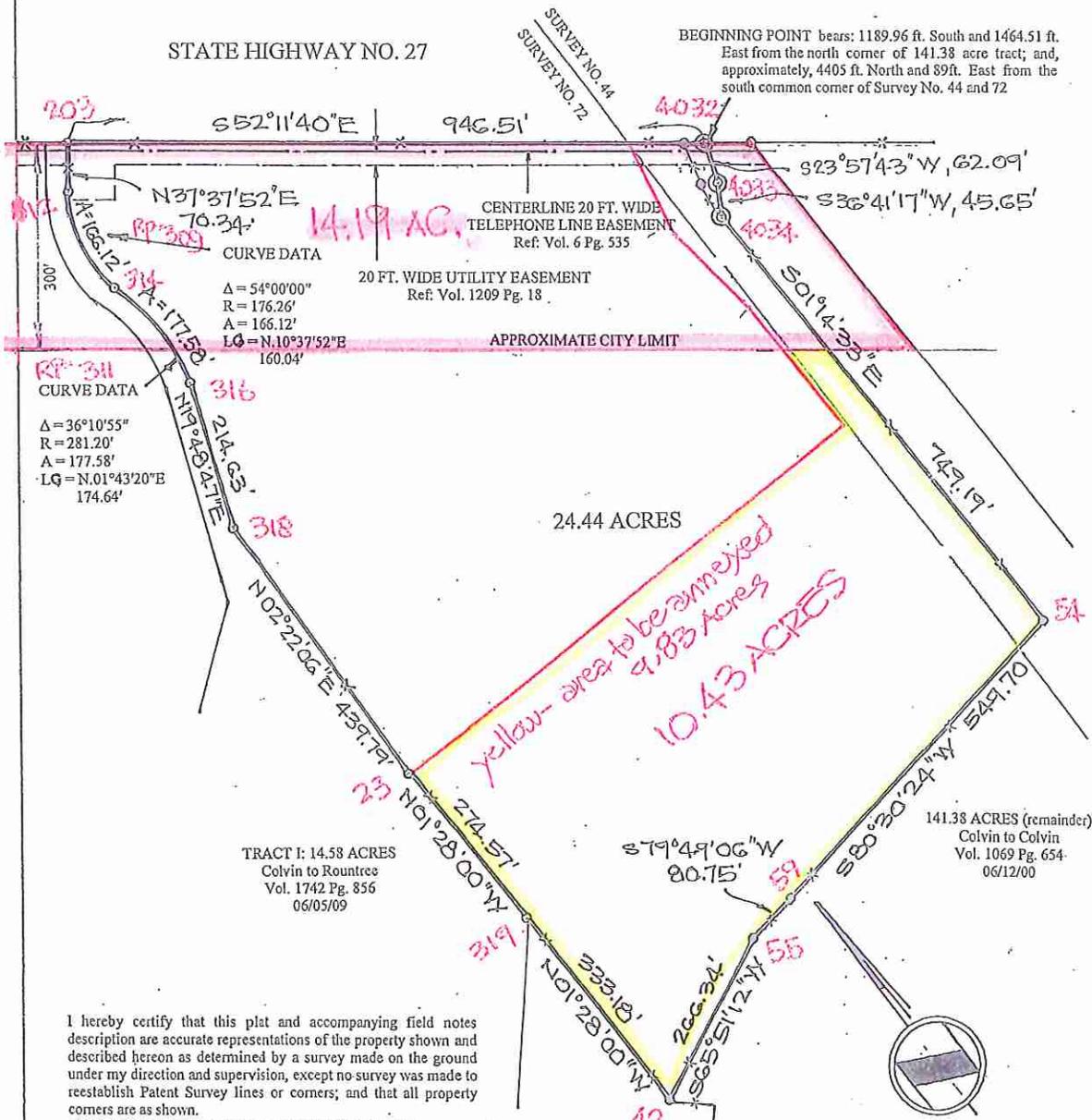
ANNEXATION SERVICE PLAN (CONTINUED)

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

SURVEY PLAT FOR 24.44 ACRES OF LAND, MORE OR LESS, OUT OF ORIGINAL PATENT SURVEYS IN KERR COUNTY, TEXAS AS FOLLOWS:

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(Bearing basis = True north based on GPS observations)

Date Surveyed: April 14, 2009
February 10, 2012

Dated this 21st day of February, 2012

Lee C. Voelkel

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



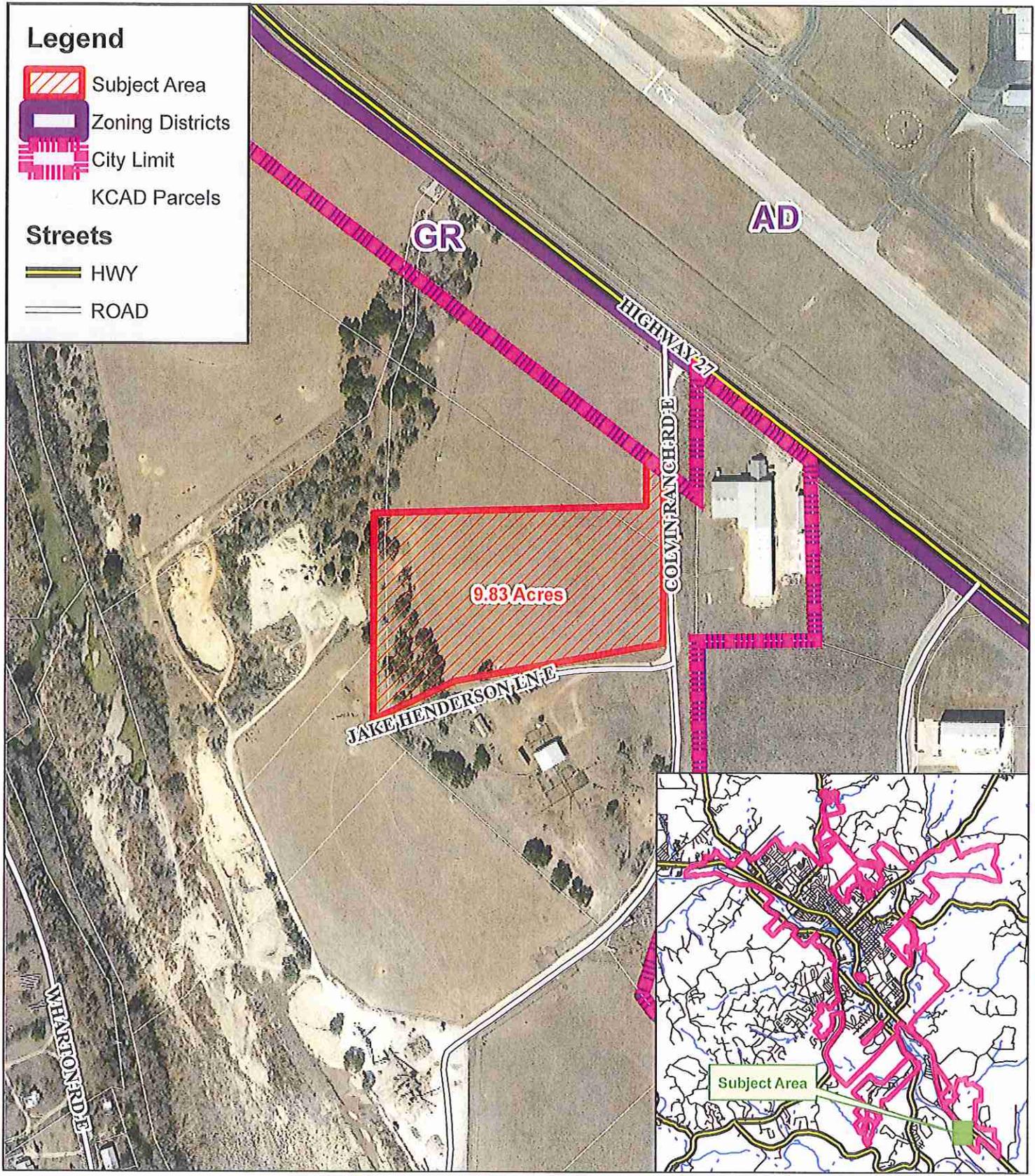
SCALE: 1" = 200'

LEGEND

- found 1/2" iron stake
- ⊙ set 1/2" iron stake
- fencepost
- fence

Legend

-  Subject Area
-  Zoning Districts
-  City Limit
-  KCAD Parcels
- Streets**
-  HWY
-  ROAD



9.83 Acres

JAKE HENDERSON LN-E

COLVIN RANCH RD-E

HIGHWAY 27

GR

AD

WHEATON RD-E

Subject Area



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

0 100 200 400 Feet



1 inch = 400 feet



**CITY OF KERRVILLE DEVELOPMENT SERVICES DEPARTMENT
MASTER APPLICATION ***

PROPERTY INFORMATION: (Please PRINT or TYPE for all permits)

Project Address State Hwy. 27 Nearest Intersection Hwy 27/Airport Loop Rd.
 Minor Plat/Subdivision _____ Lot _____ Block _____
 Zoning Districts _____ Comprehensive Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE: For all permits)

Applicant/Authorized Agent Lee Voelkel Phone 257-3313 FAX 257-3377
 Email Address: lee@kerrcountysurveyor.com
 Mailing Address 212 clay City Kerrville State TX Zip 78028
 Property Owner Nathan Fox Phone 792-0770 FAX #
 Email Address: dora@foxtankcompany.com
 Mailing Address 117 Airport Commerce Hwy City Kerrville State TX Zip 78028

Transaction Code: 840.01-6236

Attach completed checklists for all projects

- | | | | |
|--|---------------|---|-------|
| <input checked="" type="checkbox"/> Annexation (2 copies /2 petitions) | <u>No Fee</u> | <input type="checkbox"/> Preliminary Plat (15 copies) | _____ |
| | | \$300 + \$20/lot or \$10/acre (which ever is greater) | _____ |
| <input type="checkbox"/> Administrative Appeal | \$150 | <input type="checkbox"/> Final Plat (15 copies) | _____ |
| | | \$150 + \$10/lot | _____ |
| <input type="checkbox"/> Preliminary Site Plan (15 copies) | <u>No Fee</u> | <input type="checkbox"/> Preliminary Minor Plat (15 copies) | _____ |
| | | \$150 + 10/lot | _____ |
| <input type="checkbox"/> Final Site Plan (15 copies) | <u>No Fee</u> | <input type="checkbox"/> Final Minor Plat (15 copies) | _____ |
| | | \$150 + 10/lot | _____ |
| <input type="checkbox"/> Concept Plan (15 copies) | \$500 | <input type="checkbox"/> Replat (15 copies) | _____ |
| | | \$150 + 10/lot | _____ |

For plats in the ETJ:
(Payment due at the time of final plat, \$200.00 per lot)

- Parkland Fee (East) _____
 08-6242
 Parkland Fee (West) _____
 08-6243

Owner's Affidavit Required for: (Must attach to this Master Application Form)

- | | | | |
|---|-------|--|-------|
| <input type="checkbox"/> Conditional Use Permit (CUP) Request | _____ | <input type="checkbox"/> Zoning Change Request | _____ |
| 840. 01-6236 \$300 | | 840. 01-6236 \$300 | |
| <input type="checkbox"/> Variance Request | _____ | <input type="checkbox"/> Comp. Plan Amendment Request | _____ |
| 840. 01-6236 \$150 | | 840. 01-6236 \$300 | |
| <input type="checkbox"/> Planned Development District Request | _____ | <input type="checkbox"/> Specific Use Permit (SUP) Request | _____ |
| 840 .01-6236 \$300 | | 840. 01-6236 \$300 | |

Please provide a basic description of the proposed project: _____

I hereby certify that I am the owner or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Owners Signature: Lee Voelkel Date: 04/24/12
 Agent

REQUIREMENTS FOR VOLUNTARY ANNEXATION

Annexations are required to contain the following information:

- 1) State law and ordinance requires that a public hearing be held.
- 2) The property being annexed is required to request zoning at the time of application.
- 3) Current owner's deeds, two copies of a petition, and two copies of a boundary survey, sealed by a professional surveyor registered in the State of Texas.
- 4) The Planning & Zoning Commission will consider the land use and zoning in a public hearing.
- 5) The City Council will consider the petition to accept it after the Commission recommends the land use and zoning.
- 6) City of Kerrville Fire, Police, Solid Waste, Code Enforcement and Zoning powers will prepare a service plan for provision of service.

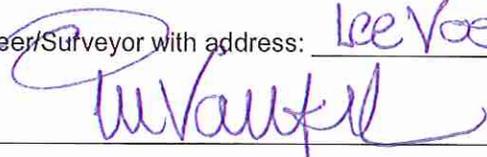
Complete

- Two signed sealed boundary surveys.
- The current owner's deed, and recording information
- Two copies of the annexation petition. (See Development Services for a copy).

I have read and understand in its entirety and understand that the requirements of annexation are subject to the terms and conditions therein. This annexation checklist is used to insure compliance with local ordinances and in some instances the City may require additional information for approval. An endorsement of this application checklist by the applicant shall be acknowledgment that all of the items on the above list have been reviewed and.

Project: Fox Tank Date: 04/24/12

Owner or Engineer/Surveyor with address: Lee Voetkel 212 clay, Kerrville

Signature: 

Agenda Item:

5A. History center renovation program proposal to the Claribel Deering Charitable Income Trust. (staff)

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

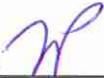
SUBJECT: History Center renovation program proposal to the Claribel Deering Charitable Income Trust

FOR AGENDA OF: August 28, 2012 **DATE SUBMITTED:** August 24, 2012

SUBMITTED BY: Todd Parton **CLEARANCES:**
City Manager

EXHIBITS: Draft Letter

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 2001 the City of Kerrville accepted the donation of the building located at 425 Water Street and the donation of funds from the Remschel-Deering Trust. The building and land was donated by HEB and the trust provided initial seed money in the amount of \$125,000 and started contributing \$12,000 per year.

The initial seed money was to go toward qualified expenses to set up and run a history center. These original funds can be used for the building, equipment or personnel expenses directly related to a history center. However, the trust must approve the expenditure of these funds prior to their disbursement. Approximately \$97,000 remains of the original amount.

In addition to the initial seed money, the trust provides ongoing annual financial support to the History Center in the amount of \$1,000 per month (\$12,000 per year). These funds must go to support History Center operations and do not require prior approval for disbursement.

City staff is proposing that a request be submitted to the Claribel Deering Charitable Income Trust to utilize the balance of the seed funds for building maintenance and furnishing projects. Attached is a letter to the trust outlining the proposed uses of the funds. If approved, this request will be forwarded to the trust for consideration at their next meeting scheduled for September 28, 2012.

This proposal is contemplated in the city's draft FY2013 annual budget.

RECOMMENDED ACTION

City staff recommends that the attached request be submitted to the Claribel Deering Charitable Income Trust.



CITY OF KERRVILLE
OFFICE OF THE CITY MANAGER
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

August 23, 2012

Mr. Henry H. Remschel
Claribel Deering Charitable Income Trust
801 Plum Hollow Drive
College Station, Texas 77845

Dear Mr. Remschel,

I want to extend our thanks to the Claribel Deering Charitable Income Trust for their continuing support of the Remschel-Deering History Center Fund, which helps to ensure the provision of historical and genealogical research to the residents of the City of Kerrville, Kerr County, and the Texas Hill Country.

As part of the ongoing renovations of the Butt-Holdsworth Memorial Library campus, the City of Kerrville respectfully requests the use of the Claribel Deering Charitable Income Trust for the outlined maintenance and furnishings projects and 2nd floor renovations at the History Center, located at 425 Water Street. There is approximately \$97,000 remaining of the original contribution and a total cash balance of approximately \$120,000 as of this date.

Maintenance Projects

- Refinish the hardwood floors
- Clean carpets
- Repair and seal windows
- Repair and refinish the antique wood front door

Furnishing Projects

- Refinish Hepplewhite style table in the main room
- Repair Deering Home antique furniture on display

2nd Floor Renovation for Suitable Use

- Refinish the hardwood floors
- Repair walls, windows and ceiling
- Address structural issues
- Install an elevator

The needs in the building will exceed the available cash on hand. The City of Kerrville plans to conduct the work in phases to be completed as funds are available. The highest priorities are the maintenance and furnishing projects and the remaining \$97,000 of the original contribution would be used to maximum effect to fund these items.

Thank you for your consideration of this proposal. The History Center is a valued resource on our campus, both for the resources it contains and the historical significance of the Deering Home collections. We look forward to working with you on this important undertaking.

Sincerely,

Todd Parton
City Manager

Agenda Item:

5B. A resolution to suspend further development of the McCamey-Kendall-Gillespie 345K transmission line under construction by the Lower Colorado River Authority Transmission Services Corporation to place electrical transmission lines relating to the Competitive Renewable Energy Zones (CREZ) project along the Interstate 10 corridor within or adjacent to the city's limits. (staff)

Exhibit 1
Draft Resolution

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ___-2012**

**A RESOLUTION TO SUSPEND FURTHER DEVELOPMENT
OF THE McCAMEY-KENDALL-GILLESPIE 345K
TRANSMISSION LINE UNDER CONSTRUCTION BY THE
LOWER COLORADO RIVER AUTHORITY TRANSMISSION
SERVICES CORPORATION TO PLACE ELECTRICAL
TRANSMISSION LINES RELATING TO THE
COMPETITIVE RENEWABLE ENERGY ZONES (CREZ)
PROJECT ALONG THE INTERSTATE 10 CORRIDOR
WITHIN OR ADJACENT TO THE CITY'S LIMITS**

WHEREAS, the City Council of the City of Kerrville, Texas, supports the pursuit of renewable energy sources and recognizes the need to deliver energy to consumers; and

WHEREAS, the State of Texas is pursuing an aggressive strategy to increase the electricity generating capacity from renewable energy technologies; and

WHEREAS, a plan was developed by the Public Utilities Commission of Texas ("PUC") to construct transmission capacity to deliver power that is generated from the five designated Competitive Renewable Energy Zones ("CREZ") located in West Texas to electric customers in metropolitan areas; and

WHEREAS, the CREZ projects include constructing massive structures and electrical transmission lines ("CREZ Line(s)") that cross over significant portions of the Hill Country, including Kerr County and surrounding counties; and

WHEREAS, the PUC has selected the Lower Colorado River Authority Transmission Services Corporation ("LCRA") to construct and operate the segments of the CREZ Lines that will be located in vital areas throughout the Hill Country that are critical to the region's economic wellbeing and along some of the State's most prized scenic corridors; and

WHEREAS, the City believes that this project is redundant in that adequate capacity exists within existing transmission line infrastructure that serve only the CREZ; and

WHEREAS, the U.S. Congress has not passed an extension of the federal tax credit for wind energy that is set to expire at the end of this year and without the tax credit the U.S. wind turbine market is expected to decline by 80 percent in 2013 and, as a result wind energy development in Texas will significantly retract; and

WHEREAS, natural gas production in Texas is a booming industry and is providing a sustainable, more cost-effective alternative source of power that further renders the economic viability of wind energy to an even lower level; and

WHEREAS, the construction of this CREZ facility is unnecessary and the continuation of this project will result in the wasteful expense of billions of taxpayer dollars;

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

SECTION ONE. Based upon the findings set forth and made in the above recitals, the City Council of the City of Kerrville, Texas, opposes the continued construction of the CREZ project and requests that the PUC suspend this project.

SECTION TWO. The Mayor is directed and authorized to forward this Resolution to the LCRA and to the PUC, to be filed in the administrative proceeding as evidence of the City's position.

PASSED AND APPROVED ON this the _____ day of _____, A.D., 2012.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

T:\Legal\COUNCIL\Resol\LCRA CREZ trans line Draft 052410 REDLINED.doc

Exhibit 2

**Representative Harvey Hilderbran
Letter – August 9, 2012**



Harvey Hilderbran

MEMBER

The Texas House of Representatives

State Representative • District 53

District Office:
125 Lehmann Drive
Kerrville, Texas 78028
830-257-2333

P.O. Box 2910
Austin, Texas 78768-2910
512-463-0536

August 9, 2012

Public Utility Commission of Texas
PO Box 13326
Austin, Texas 78711

Hand Delivered

Dear Commissioners:

As you may know, Congress has not passed an extension of the federal tax credit for wind energy that is set to expire at the end of this year. Alternative energy advocates have often relied on the federal tax credit to encourage the use of wind energy, and Vestas Wind Systems – the world's biggest wind turbine maker – has acknowledged that the U.S. wind turbine market could fall by 80 percent next year if the credit does end. Without the credit, wind energy development in Texas will rapidly slow down and, as the business becomes less profitable, Texas will likely see existing wind energy contracts expire. As such, I strongly urge the PUC to suspend further development of the McCamey-Kendall-Gillespie 345k transmission line until at least Congress approves an extension of the federal tax credit for wind energy.

While renewable wind energy has benefits, especially to the most populated areas of the state, it causes great harm to the Texas Hill Country while doing it little good. There were already numerous concerns that this particular line would have a negative impact on property owners and the interests of the Hill Country. If the tax credit is not extended, the lines will likely be altogether unnecessary. As it is now, wind generation throughout the entire state appears to be at only about 55 percent capacity of the transmission lines that serve only the CREZ. Therefore, I also request that you look at existing lines that have already been built to meet the demand for current wind energy transmission.

Without the federal tax credits, wind energy will not fill the state's energy gap as expected. Texans should not have to fund new transmission lines when the future of the wind industry in Texas is uncertain and when we are not even using current lines to their capacity. Additionally, property owners should not be forced to give up their land for transmission lines that are unnecessary, and the Texas Hill Country should not be scarred by a line that will be underutilized.

As a member of the state affairs committee, I look forward to future hearings, as well as the Commission's response.

Regards,

A handwritten signature in black ink, appearing to read "Harvey Hilderbran", written over a circular stamp or seal.

Harvey Hilderbran
State Representative

Exhibit 3

**Representative Harvey Hilderbran
Press Release – August 10, 2012**



Harvey Hilderbran

MEMBER

The Texas House of Representatives

State Representative • District 53

As federal wind energy tax credit sets to expire, Hilderbran asks PUC to stop development of CREZ line

KERRVILLE (August 10, 2012) – Rep. Harvey Hilderbran (R-Kerrville) is urging the Public Utility Commission to suspend further development of the McCamey-Kendall-Gillespie 345k transmission line at least until Congress passes an extension of the federal tax credit for wind energy.

Alternative energy advocates have frequently relied on the credits to encourage and expand the use of wind energy. In an Aug. 9 letter to the PUC, Hilderbran stated that without the credits, wind energy development in Texas will rapidly slow down. As the business becomes less profitable, Texas will likely see existing wind energy contracts expire. Vestas Wind Systems – the world’s biggest wind turbine maker – has acknowledged that the U.S. wind turbine market could fall by 80 percent next year if the credit does end.

“It is not practical to invest in the infrastructure of new lines for an industry that could shrink so dramatically in less than a year,” Hilderbran said.

In the letter, Hilderbran also noted that wind generation throughout the state is only at about 55 percent capacity, and he called upon the PUC to utilize existing lines to meet the demand for current wind energy transmission.

“Texans should not have to fund new transmission lines when the future of the wind industry in Texas is uncertain and when we are not even using current lines to their capacity,” Hilderbran wrote.

“Additionally, property owners should not be forced to give up their land for transmission lines that are unnecessary, and the Texas Hill Country should not be scarred by a line that will be underutilized.”

Agenda Item:

5C. Request For Proposals (RFP) and process for the sale of the Kerrville City Hall located at 800 Junction Highway, Kerrville, Texas, and direction to city staff regarding the sale or lease of the business programs building located at 715 Water Street, Kerrville, Texas.

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

SUBJECT: Request for Proposals (RFP) process for the sale of the Kerrville City Hall located at 800 Junction Highway, Kerrville, Texas, and direction to city staff regarding the sale or lease of the Business Programs building located at 715 Water Street, Kerrville, Texas

FOR AGENDA OF: August 28, 2012 **DATE SUBMITTED:** August 24, 2012

SUBMITTED BY: Todd Parton **CLEARANCES:**
City Manager

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

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

SUMMARY STATEMENT

City Council had approved a timeline for the sale of the Kerrville City Hall, 800 Junction Highway, Kerrville, Texas, at its regular meeting of March 13, 2012. That timeline anticipated the initiation of an RFP process in September with a plan to consider proposals by the end of December 2012. This timeline anticipated that the new City Hall building would be occupied by the end of September.

The scheduled move-in date of the new City Hall is now October 12, 2012. Accordingly, staff is recommending that the RFP process be pushed back to anticipate consideration of proposals in February 2013. This would accommodate conflicts with the holidays and ensure adequate time to prepare the existing building and property for sale.

City staff is also requesting direction on the Business Programs building located at 715 Water Street, Kerrville, Texas. The two city staff members housed on this property will move into the new building leaving it vacant. Proposals for the purchase of this building were solicited in November 2010 with no bids received. The owners of the Arcadia Theatre have the first right of refusal of the building and no bids were submitted as a result.

KEDC has expressed an interest in leasing the building. Should the City Council opt to lease the building to someone other than another governmental entity a bid process would likely be required.

RECOMMENDED ACTION

Staff recommends that:

1. the RFP schedule for the sale of City Hall, 800 Junction Highway, Kerrville, Texas, be modified to push the timeline out another two months;
2. the City Council contemplate lease options for the Business Programs building, 715 Water Street, Kerrville, Texas, to include discussions with KEDC; and
3. the City Council authorize city staff to approach the owners of the downtown theatre to determine their level of interest and timeline to purchase the Business Programs building, 715 Water Street, Kerrville, Texas.

Agenda Item: **(Staff)**

5D. Applications to the City of Kerrville, Texas Economic Improvement Corporation (EIC) to request funding for improvements to the Kerrville Schreiner Golf Course, downtown wireless system installation, and soccer field improvements. (staff)

Another priority project identified by the strategy is a downtown streetscape enhancement project. Kerrville's Main Street Board has been discussing this project and is expected to forward its recommendations to the City Council this September. Peter Lewis Architect + Associates has prepared a proposal to conduct the planning and design work for this project. The proposal provides for a planning process that includes the EIC Board. The planning document would include a capital plan to implement the project in phases. A draft copy of the proposal is attached.

Major elements of the Economic Development Strategic plan that are currently being implemented are:

1. River trail construction,
2. Louise Hays Park improvements,
3. Harper Highway utility construction,
4. Downtown streetscape planning,
5. Incentive package for a hotel/conference center,
6. Completion of a psychographic analysis to identify appropriate retail market segments,
7. Creation of new community events (Kerrville's 4th on the River, Shakespeare in the Park, Kerr Fest), and
8. Wayfinding signage.

If approved, EIC's draft budget will implement additional elements of the Economic Development Strategy to include:

1. Revolving loan fund to assist with expansion of local business,
2. Economic development reserve fund to provide grants for business recruitment and expansion, and
3. Funds to assist with additional quality of life projects to enhance Kerrville's quality of place, and
4. Funds to assist with additional capital improvements to create excess capacity for commercial growth.

RECOMMENDED ACTION

City staff recommends that the City Council direct staff to submit funding requests for the golf course and downtown wireless projects for FY2013 and plan to submit a funding request for the soccer improvements for FY2014. Furthermore, city staff recommends that the EIC Board and the City Council schedule routine workshops to identify and prioritize matters of mutual interest.

Exhibit 1

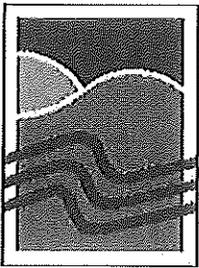
Cash Flow Analysis of 4B Funds

FY12	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Beginning Balance	\$3,148,386	\$2,180,026	\$2,158,554	\$2,192,258	\$2,071,522	\$2,011,463	\$1,873,909	\$1,435,522	\$1,903,198	\$2,100,670	\$2,156,441	\$2,290,076	\$3,148,386
Revenue													
Sales Tax	\$219,934	\$203,379	\$208,227	\$204,051	\$264,744	\$186,812	\$185,835	\$223,320	\$195,775	\$210,758	\$238,491	\$179,133	\$2,520,460
Interest	\$586	\$586	\$915	\$650	\$636	\$1,050	\$1,194	\$559	\$608	\$580	\$580	\$580	\$8,525
Closed Projects								\$319,214	\$76,513				\$395,727
sub-total	\$220,521	\$203,965	\$209,142	\$204,701	\$265,380	\$187,863	\$187,029	\$543,093	\$272,896	\$211,338	\$239,071	\$179,713	\$6,073,098
Expenses													
Office Supplies	\$8								\$8				\$16
Services	\$20	\$20	\$22	\$20	\$22					\$150	\$20	\$3,270	\$3,544
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	\$100,000
KEDC		\$175,000											\$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	\$505,000
Transfer for New Debt									\$30,000	\$30,000	\$30,000		\$90,000
Capital Improvement Program										\$50,000			\$50,000
KEDF/USDA Land	\$1,138,436												\$1,138,436
Unspecified Projects												777725	
Business Development													
Quality of Life													
Public Infrastructure													
Downtown Wireless													
Golf Course Pavilion													
Golf Course Parking Lot													
HCDJLS													
Transfer for Trails			\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$250,000
ED Set Aside													
Revolving Loan													
Hill Country Home Opportunity Council			\$100,000										\$100,000
Fox Tank							\$300,000						\$300,000
Utility Downtown													\$300,000
Harper Hwy				\$250,000	\$250,000	\$250,000	\$250,000						\$1,000,000
Contingency													
sub-total	\$1,188,880	\$225,436	\$175,439	\$325,436	\$325,439	\$325,417	\$625,417	\$75,417	\$75,425	\$155,567	\$105,437	\$708,687	\$4,311,996
revenue over/(under) expenditures	-\$968,360	-\$21,472	\$33,703	-\$120,735	-\$60,059	-\$137,554	-\$438,387	\$467,677	\$197,472	\$55,771	\$133,634	-\$528,974	
Available Fund Balance	\$2,180,026	\$2,158,554	\$2,192,258	\$2,071,522	\$2,011,463	\$1,873,909	\$1,435,522	\$1,903,198	\$2,100,670	\$2,156,441	\$2,290,076	\$1,761,102	\$1,761,102

FY13	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Beginning Balance	\$1,761,102	\$1,182,763	\$917,497	\$656,894	\$392,274	\$457,824	\$448,393	\$438,023	\$463,718	\$462,911	\$476,520	\$516,811	\$1,761,102
Revenue													
Sales Tax	\$211,605	\$195,676	\$200,340	\$196,323	\$254,717	\$179,737	\$178,797	\$214,862	\$188,361	\$202,776	\$229,459	\$172,348	\$2,520,460
Interest	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$8,525
Closed Projects													\$395,727
sub-total	\$212,021	\$196,093	\$200,757	\$196,739	\$255,134	\$180,154	\$179,213	\$215,279	\$188,777	\$203,192	\$229,875	\$172,765	\$6,073,098
Expenses													
Office Supplies	\$500												\$500
Services	\$3,500												\$3,500
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	\$100,000
KEDC	\$175,000												\$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	\$505,000
Transfer for New Debt	\$14,167	\$14,167	\$14,167	\$14,167	\$14,167	\$14,167	\$14,167	\$14,167	\$14,167	\$14,167	\$14,167	\$14,167	\$90,000
Capital Improvement Program													\$50,000
KEDF/USDA Land	\$1,138,436												\$1,138,436
Unspecified Projects													
Business Development	\$94,740	\$94,740	\$94,740	\$94,740									\$367,960
Quality of Life													
Public Infrastructure	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$416,667
Downtown Wireless	\$25,000	\$25,000	\$25,000	\$25,000									\$100,000
Golf Course Pavilion	\$67,750	\$67,750	\$67,750	\$67,750									\$269,250
Golf Course Parking Lot	\$84,285	\$84,285	\$84,285	\$84,285									\$337,140
HCDJLS	\$150,000												\$150,000
Transfer for Trails	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$250,000
ED Set Aside	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$41,667	\$416,663
Revolving Loan	\$16,667	\$16,667	\$16,667	\$16,667	\$16,667	\$16,667	\$16,667	\$16,667	\$16,667	\$16,667	\$16,667	\$16,667	\$166,663
Contingency													
sub-total	\$790,360	\$461,360	\$461,360	\$461,360	\$189,584	\$189,584	\$189,584	\$189,584	\$189,584	\$189,584	\$189,584	\$189,576	\$4,311,996
revenue over/(under) expenditures	-\$578,338	-\$265,267	-\$260,602	-\$264,620	\$65,550	-\$9,430	-\$10,371	\$25,695	-\$807	\$13,608	\$40,291	-\$16,811	
Available Fund Balance	\$1,182,763	\$917,497	\$656,894	\$392,274	\$457,824	\$448,393	\$438,023	\$463,718	\$462,911	\$476,520	\$516,811	\$500,000	\$500,000

Exhibit 2

Economic Development Strategy



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

**Economic Development Strategy
FINAL - 3/18/2011**

This document outlines a comprehensive vision to provide guidance for the near-term utilization of 4B Economic Development Sales Tax resources. 4B funds provide a stable source of economic development capital that may be employed for both short-term and long-term programming and initiatives. In order that these funds are used to the maximum benefit and desire of the community it is important to understand both the comprehensive vision established by the citizens and the markets/industries that are appropriate for Kerrville and Kerr County.

The use of 4B funds for near-term projects is proposed within the context of a long-term strategy that employs the use of multiple funding resources and the coordinated efforts of the community's economic development partners. Allocating resources, especially to fund capital improvements, must be made in a manner that invests Kerrville's limited resources in a way that ensures the community achieves its vision.

Kerrville has engaged in significant efforts to refine its vision and prepare an implementation plan over the past several years. The tangible results of these efforts are the Kerrville Comprehensive Plan, Kerrville Water and Wastewater Master Plan, and the Kerrville/Kerr County Economic Development Strategic Plan. These three documents provide the foundation by which the City Council contemplates the allocation and utilization of the community's financial resources including the use of 4B funds. In fact, the City Council has created a set of goals that are evaluated annually as they initiate the budget process in an effort to ensure that incremental annual decisions remain consistent with the long-term view of the community.

This document contains several exhibits. These exhibits include excerpts from portions of the Kerrville Comprehensive Plan and the Kerrville/Kerr County Economic Development Strategic Plan 2008 that pertain to community development in addition to the Kerrville City Council Goals and the Kerrville 5-Year Capital Improvements Program.

FOUNDATION FOR THE ECONOMIC DEVELOPMENT STRATEGY

The ultimate objective is to achieve Kerrville's official vision pursuant to official planning documents adopted by the Kerrville City Council. Contained in the Kerrville Comprehensive Plan is the following vision statement:

Kerrville, the Heart of the Texas Hill Country, preserves its unique environment and natural resources while promoting economic growth, quality of life and opportunities for all residents.

By recognizing this vision statement and reviewing the common themes within the planning documents several strategic components have been established – Scope of Place, Quality of Place, and

Core Infrastructure. These three components combine to define the community in a very real way and to establish a functional means by which to realize the community vision.

SCOPE OF PLACE

The scope of place is a functional vision of the community that contemplates a practical application of the community's stated goals and objectives. It contemplates how the community would actually function and the types and intensities of uses and activities that would be appropriate to Kerrville. The official goal and policy statements of the City provide the basis for discerning Kerrville's "scope of place."

Three primary themes emerge that establish the "scope of place." These common themes are the Guadalupe River, the natural environment, and the quaintness/small town atmosphere of the community. When considered in tandem, these three factors clearly delineate the type of city that Kerrville's citizens expect. A review of the targeted sectors outlined in the EDSP is consistent with this "scope of place."

Implementation strategies of the three elements of "scope of place" are:

1. Guadalupe River
 - a. Investment in additional recreational amenities
 - b. Development as a commercial and retail corridor
 - c. Further enhance the river as a destination place for tourism
2. Natural Environment
 - a. Preserve those elements of the natural environment that make the community special
 - b. Maintain Kerrville as a physically attractive place by ensuring that development is compatible with the natural environment
 - c. Maintain Kerrville's brand as a desirable place to visit
3. Quaintness/Small Town Atmosphere
 - a. Increase commercial activity in the central business district
 - i. Attract additional appropriate retail and commercial prospects
 - ii. Construct additional streetscape enhancements
 - iii. Provide way finding and signage to direct visitors to points of interest
 - b. Protect historically significant and unique structures
 - c. Facilitate reuse of existing historically significant and unique structures
 - d. Enhance Kerrville's reputation as a place to be for local residents and for tourists
 - i. Create additional local shopping and retail opportunities unique to the community
 - ii. Hold additional local special events that help to increase tourism during non-peak tourism periods
 1. 4th of July
 2. Local music concerts/events – i.e. spring concert series
 3. Competitive events
 - a. Triathlons
 - b. Road races
 - c. Bicycle races
 - d. Rowing events
 - e. Fishing tournaments

- iii. Improve public amenities and gathering places
 - 1. Butt-Holdsworth Memorial Library Renovations
 - 2. Louise Hays Park Improvements
 - 3. River trail development
- 4. Business
 - a. Retention and Growth of the local business sectors
 - i. Identify strongest sectors of the existing business community
 - ii. Develop incentive programs to help targeted local businesses grow and expand markets beyond the city limits
 - iii. Improve programming to assist small, local entrepreneurs to flourish and grow
 - b. Expansion into new markets or underserved markets
 - i. Identify ideal opportunities for growth of local business
 - ii. Actively develop and implement a strategy to recruit the target markets specified in the EDSP
 - c. Downtown
 - i. Invigorate activity within the central business district through actively pursuing appropriate types of businesses
 - ii. Increase commercial opportunities for established businesses within the downtown area through appropriate events, business assistance programs and marketing
 - iii. Enhance the sustainability for emerging businesses within the downtown area through appropriate events, business assistance programs and marketing
 - d. Develop Kerrville as regional commercial hub
 - i. IH-10 corridor
 - ii. Junction Highway corridor
 - iii. SH-27 corridor
 - iv. SH-16 corridor
 - v. Harper Highway corridor

QUALITY OF PLACE

Quality of place may be defined as the degree to which a community is attractive to a wide range of residents. It is based on the concept that change and diversity bring significant benefits to the community. Communities striving to improve their quality of place are working to provide options for current residents and well as for prospective residents.

For rural communities like Kerrville who are struggling to retain people and businesses, adopting a philosophy of quality of place will be critical to long-term economic competitiveness. Kerrville must be poised to attract a talented and qualified work force. To do so, Kerrville must invest in amenities that will make it more attractive to new residents than its other competitors. Items that are typically considered important quality of place factors are a diversity of choices in employment housing, entertainment, culture, recreation, and retail.

Implementation strategies for "quality of place" are:

- 1. Conserve natural resources and open spaces
 - a. Preserve more substantial portions of the Guadalupe River corridor

- i. Acquire property along the north and south sides of the Guadalupe River for open spaces, greenbelts and trail development
 - ii. Develop standards for riverfront development
 - b. Use natural waterways to provide water-oriented recreation opportunities
 - i. Increase public access to the Guadalupe River through recreation easements and boat ramps
 - ii. Develop a coordinated system of access points along the Guadalupe River
 - iii. Develop trails along the main stem of the Guadalupe River and its major tributaries
 - c. Preserve environmentally sensitive areas
 - i. Identify and preserve environmentally sensitive areas along the Guadalupe River as public open space and recreation areas
 - ii. Protect identified areas through conservation easements, density bonuses or fee simple purchase
 - iii. Use development incentives to preserve areas as either open spaces or as park dedications
 - d. Increase opportunities for tourism related activities and opportunities oriented around the Guadalupe River
 - i. Acquire additional land along the Guadalupe River that will serve local residents as well as tourists
 - ii. Develop additional recreational amenities along UGRA Lake
 - iii. Link the Kerrville River Trail with the central business district
 - iv. Provide nature trails and birding along the Guadalupe River
 - v. Provide opportunities for fishing and boating along the Guadalupe River
- 2. Develop a pedestrian and bicycle network
 - a. Utilize the Guadalupe River corridor for parks and recreation amenities and as a link between major attractions
 - i. Develop trail segments and related improvements along the river
 - ii. Create incentives for developments adjacent to the river to dedicate easements for public recreational use
 - iii. Develop access sites and improve existing amenities to meet ADA requirements
 - iv. Amend the existing easement along UGRA Lake to facilitate recreational uses and river corridor development
- 3. Culture
 - a. Butt-Holdsworth Memorial Library renovation and expansion
 - b. Public art program in downtown
 - c. Maximize use of the Calloux Theatre for high-profile regional events

CORE INFRASTRUCTURE

The ability to accommodate or sustain development is entirely contingent upon Kerrville's ability to provide a dependable supply of water and treat wastewater. Planned water and wastewater projects comprise more than \$37 million of Kerrville's 5-Year Capital Improvements Program. Major enhancements to Kerrville's water supply and water distribution systems are nearing completion. The city has now initiated major enhancements to the core wastewater system.

- 1. Water Supply
 - a. Increase capacity to serve a population of 35,000

- b. Develop multiple supplies to ensure dependability through all drought conditions
 - i. Acquire run-of-river rights as they are identified and become available
 - ii. Increase ASR capabilities
 - iii. Drill additional ground water wells
 - c. Use effluent and re-use water to enhance raw water supplies
 - i. Divert effluent prior to discharge in the Guadalupe River to supplement ground water and surface water supplies
 - ii. Encourage residential and commercial development to utilize rain water catchment and other similar measures for non-potable water usage in order to preserve existing raw water supplies
2. Water System
- a. Increase capacity to serve a population of 35,000
 - b. Increase total water supply to ensure fire protection is met
 - i. 1,500 GPM along commercial corridors
 - ii. 1,000 GPM in residential areas
 - c. Expand the system in targeted areas where development is to be encouraged
 - i. Harper Highway
 - ii. Junction Highway
 - iii. IH-10
 - iv. SH-27
3. Wastewater System
- a. Increase capacity to serve a population of 35,000
 - b. Expand the system in targeted areas where development is to be encouraged
 - i. Harper Highway
 - ii. Junction Highway
 - iii. IH-10
 - iv. SH-27

FINDINGS

Reviews of these founding documents create a clear picture of what the community aspires to be. All the resources of the community must be fully maximized and the efforts of all of the economic development partners must be effectively coordinated in order to achieve the stated goals and objectives. In order to achieve the items listed here it will take the combined efforts and resources of all Kerrville's economic development partners.

Kerrville's economic development strategy should be scheduled to accommodate short-term, medium-term, and long-term objectives. Short-term objectives should be within the next 3 to 5 years, medium-term objectives should be within the next 5 to 10 years, and long-term objectives should be beyond 10 years.

Short-term projects are:

- 1. Business Growth
 - a. Water and wastewater utilities
 - i. Expand water supply
 - 1. Construct new ground water wells
 - 2. Construct 2 new ASR wells

- 3. Acquire run-of-river rights
- 4. Expand the wastewater treatment plant
- ii. Upgrade wastewater utility system
 - 1. Increase core wastewater system capacity to meet ultimate demand
- b. Water and wastewater utility extensions to Harper Highway and IH-10
- c. Small business assistance
 - i. Façade upgrade program
 - ii. Advertising for downtown businesses
 - iii. Expansion assistance
- d. Engage in recruitment of target markets as specified by the EDSP
 - i. High-end lodging
 - ii. Destination retail
 - iii. Entertainment
 - iv. Recreational facilities
- 2. River Trail Development
 - a. Kerrville River Trail Phase 1 – River Nature Center to Louise Hays Park
 - b. Louise Hays Park Improvements
- 3. Downtown Streetscape Enhancements
 - a. Water Street Enhancements
 - i. Sidewalk reconstruction
 - ii. Landscaping enhancements
 - iii. Street furniture
 - b. Wayfinding signage
 - c. Downtown gateway monumentation

4B SALES TAX REVENUES USED TO ACHIEVE SHORT-TERM OBJECTIVES

4B sales tax revenues provide initial capital to achieve some core components of the community's community development effort. However, these revenues comprise only a small portion of the funding needed to achieve the community's ultimate vision. It is imperative that these funds be utilized to their maximum and that they are used to achieve an appropriate mixture of immediate and long-term needs.

It is recommended that no more than 50% of 4B revenues to debt service that exceeds 10 years. The 50% benchmark is to be calculated by averaging the gross 4B sales tax revenues over the previous 10-year period. This policy will provide a means to accommodate larger-scale projects while preserving a substantial amount of operating capital each year.

With these financial limitations and the existing debt service obligations of the EIC, no more than \$500,000 of existing 4B sales tax revenues should be used to leverage debt that exceeds 10 years. EIC's existing debt matures in 2014 and this will free up approximately \$500,000 of the existing 4B revenues. This will allow the EIC Board to consider additional economic development programs and strategies beyond 2014 and provide additional capacity for long-term debt.

4B funds may be used to issue debt or provide direct cash allocations for the following program which would be consistent with the ultimate vision and the community's near term strategies:

Proposed EIC Funding for Near-Term Projects

Project	Amount	Funding Source
Downtown		
Streetscape Enhancements	\$1,000,000	2011 CO
River Trail Phase 1	\$2,000,000	2011 CO
Louise Hays Park Improvements	\$1,000,000	2011 CO
2011 CO Sub-Total	\$4,000,000	2011 CO
Utility Improvements		
Harper Highway	\$1,200,000	Cash
GRAND TOTAL	\$5,200,000	All Sources

To secure \$4 million in working capital it is estimated that debt service would be approximately \$300,000 for a 20-year term. The additional debt service of \$300,000 would leave an estimated \$1 million in unallocated sales tax revenues each year based upon current annual operating expenses, including the debt service obligation that fully matures in 2014. This assumes annual sales tax revenues of \$2.2 million which is the average income level for the past 10 fiscal years.

Exhibit A
Kerrville Comprehensive Plan 2002 (Updated 2008) (Excerpt)

KERRVILLE COMPREHENSIVE PLAN – Those goals and objectives contained within the Plan that provide direct guidance on the allocation of resources related to community development are listed here. These goals were the foundation by which Kerrville’s 5-Year Capital Improvements Plan was created.

Link 3 – Land Use

- Goal 3.1 Promote growth in appropriate areas so as to guide future development in a well-managed and fiscally responsible manner.
- Goal 3.3 Maintain and improve parks and recreational areas.
- Goal 3.4 Make the Guadalupe River a focus of Kerrville.

Link 4 – Transportation

- Goal 4.1 Improve citywide transportation mobility through key thoroughfare system improvements.
- Goal 4.2 Identify long-term transportation improvements.
- Goal 4.4 Promote and enhance pedestrian and bicycle routes.
- Goal 4.5 Provide for and enhance the long-term development of the Louis Schreiner Municipal Airport as a viable transportation and economic resource.

Link 5 – Utilities

- Goal 5.1 Expand the water system capacity to meet projected 2020 demands.
- Goal 5.2 Improve water distribution, wastewater collection and storm drainage systems to eliminate problem areas and improve system efficiencies.
- Goal 5.5 Expand the use of recycled water and develop systems for its maximum benefit.

Link 6 – Communications Technology

- Goal 6.5 Promote use of communications technology to enhance the economic vitality of Kerrville.
- Goal 6.6 Facilitate the creation of an advanced communications network infrastructure for Kerrville citizens, businesses and industries.

Link 7 – Central City

- Goal 7.1 Preserve, protect and enhance the natural amenities, visual identity and relationship of the Guadalupe River with Central City.
- Goal 7.2 Develop Central City with a cohesive identity that is built upon maintaining and appreciating the strengths of its various areas.
- Goal 7.3 Preserve and enhance the historical and cultural resources of the Central City area.
- Goal 7.4 Enhance physical, economic and social characteristics the Central City to attract more residents and visitors of Kerrville, making Central City the activity center and focal point of the community.
- Goal 7.6 Establish mechanisms for moving goals and objectives for Central City from vision to reality.

Link 8 – Parks and Recreation

- Goal 8.1 Conserve natural resources and open spaces through park and recreation land acquisition, open space preservation and environmentally sensitive planning.

- Goal 8.3 Develop a pedestrian and bicycle network of sidewalks, trails and bikeways which connect neighborhoods to parks, schools, shopping centers, public buildings, open spaces and other destinations.
- Goal 8.4 Provide and fund a diverse blend of parks and recreation opportunities to adequately accommodate the current and future needs of Kerrville's residents.

Link 9 – Corridor Design

- Goal 9.1 Preserve and protect the Guadalupe River Corridor in a manner that maintains the environmental and aesthetic integrity of the corridor while enhancing its value as a pathway and recreational resource.
- Goal 9.3 Ensure that Kerrville's major corridors and gateways provide an impression of attractiveness, cohesion and pride in the community that is distinctive to Kerrville.
- Goal 9.4 Create corridors that are inviting to pedestrians and other modes of transportation beyond the automobile.

Link 10 – Economic Development

- Goal 10.1 Recruit, expand and retain businesses and industries that are environmentally friendly and pay an above average wage.
- Goal 10.2 Improve the quality of the present and future labor supply in Kerrville.
- Goal 10.3 Ensure that a variety of housing opportunities is available to existing and future residents of Kerrville.
- Goal 10.4 Enhance tourism opportunities by building upon natural amenities and recreation opportunities, expanding cultural and historical tourism, and increasing the community's ability to host conferences and conventions.
- Goal 10.5 Encourage development of a diverse economy in the Central City area that is driven by market demand and provided by economic incentives.
- Goal 10.6 Develop the tools, projects and programs necessary to position Kerrville as a hub for business and industry that utilizes its resources and quality of life to be competitive in the global marketplace.

Link 11 – Public Facilities

- Goal 11.3 Support growth and expansion of the Butt-Holdsworth Memorial Library and its efforts in providing educational and information services to residents.

Exhibit B
Kerrville/Kerr County Economic Development Strategic Plan 2008 (Excerpt)

KERRVILLE/KERR COUNTY ECONOMIC DEVELOPMENT STRATEGIC PLAN 2008 (EDSP) – Kerrville and Kerr County collaborated to create the EDSP in 2008. The EDSP has established priorities for local economic development efforts; analyzed the community’s strengths, opportunities, weaknesses and threats; and outlined the near-term and long-term targeted sectors appropriate to the community.

EDSP Priorities

- Priority 1 Focus on a select group of target Industries that offer the best prospects for recruitment.
- Priority 2 Adopt incentive policy guidelines that are competitive with other regions while protecting the tax base.
- Priority 3 Ensure that economic opportunity and advancement are available to all Kerrville/Kerr County residents by growing the middle class.
- Priority 4 Enact a coordinated economic development marketing campaign that increases awareness and perception of the community to the outside world.
- Priority 5 Implement the strategies in such a way that maximum flexibility and accountability are maintained.

SWOT

Strengths

- | | |
|----------------------------|---------------------------------|
| Scenic Natural Environment | Local Healthcare |
| Retiree Community | Arts/Culture |
| Tourism Industry | Proximity to San Antonio/Austin |
| Positive Brand Awareness | Airport and University |

Weaknesses

- | | |
|-----------------------------------|-----------------------------|
| Availability of Qualified Workers | Lack of Affordable Housing |
| Cost of Living | Shortage of Skilled Workers |
| Few Major Employers | Retail Leakage |

Opportunities

- | | |
|------------------------------------|--------------------------------------|
| Expand Retail/Recreational Options | Downtown Development District |
| Target ‘Legacy’ Businesses | Market to Tourists, Texas Developers |
| Entrepreneurship | Workforce Training |

Threats

- | | |
|------------------------------------|---|
| Downtown Vacancies, Inactivity | Workforce Limits Industry Recruitment |
| Growing Gap In Housing Costs/Wages | Better Jobs/Wages in Neighboring Metros |

Targeted Sectors

Sector	Short Term	Long Term	Niches	Local Assets
Professional Training	X	X	X	X
<i>Corporate/Management</i>				
<i>Aircraft</i>				
Legacy Production			X	X
<i>Aircraft Related</i>				
<i>Jewelry Related</i>				
<i>Plastics</i>				
<i>Specialty Food Processing</i>				
Tourism Related	X	X	X	X
<i>High-end Lodging</i>				
<i>Destination Retail</i>				
<i>Entertainment</i>				
<i>Recreational Sports Facilities</i>				
Advanced Building Practices	X	X	X	X
<i>Water/Wastewater</i>				
<i>Materials/Energy Systems</i>				
Life Science		X	X	X
<i>Physicians/Nursing</i>				
<i>Laboratory-Based Testing</i>				
<i>Local Population Based</i>				

Exhibit C City Council Goals

CITY COUNCIL GOALS – City Council evaluates and reaffirms the following goals each year as it initiates the annual budget process. These goals link directly back to the City’s major planning documents and help to ensure that incremental budgetary decisions remain consistent with the overall vision for the City.

- Understand the citizens’ needs and wants.
- Deliver quality municipal and public safety services in a cost effective manner.
- Be good stewards of public resources through strategic planning.
- Plan, maintain, and upgrade infrastructure.
- Promote desirable growth of business, recreational, and cultural assets.
- Encourage intelligent development through reasonable, responsible, and forward thinking ordinances and streamlined procedures.
- Engage in beneficial relations with other governmental agencies.

**Exhibit D
5-Year CIP**

Five Year Capital Improvement Plan FY 2011-2015
Projects By Funding Source

Funding Source: General Fund

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Funding	TOTAL
Safe Routes to School Program	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
Callioix Center ADA Compliance Repairs	\$50,000	\$200,000	\$0	\$0	\$0	\$0	\$250,000
Airport RAMP Grants	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$0	\$125,000
Olympic Pool Repair and Renovation Phase I	\$0	\$40,000	\$0	\$0	\$0	\$0	\$40,000
Station 4 - 911 Ambulance	\$0	\$236,500	\$0	\$0	\$0	\$0	\$236,500
Thoroughfare Plan Update	\$0	\$30,000	\$70,000	\$50,000	\$0	\$0	\$150,000
Louise Hays Park Renovations	\$0	\$0	\$25,000	\$0	\$0	\$0	\$25,000
Scott Schreiner Golf Course Parking Lot Improvements	\$0	\$0	\$0	\$120,000	\$0	\$0	\$120,000
TOTAL	\$135,000	\$631,500	\$120,000	\$195,000	\$25,000	\$0	\$1,006,500

Impact on General Fund Operation

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Funding	TOTAL
Safe Routes to School Program	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Callioix Center ADA Compliance Repairs	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$40,000
Airport RAMP Grants	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Olympic Pool Repair and Renovation Phase I	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Station 4 - 911 Ambulance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Thoroughfare Plan Update	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Louise Hays Park Renovations	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Scott Schreiner Golf Course Parking Lot Improvements	\$0	\$0	\$0	\$10,000	\$0	\$0	\$10,000
TOTAL	\$20,000	\$20,000	\$0	\$10,000	\$0	\$0	\$50,000

Funding Source: Water/Sewer

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Funding	TOTAL
WWTP Paying for Building	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Water Supply Acquisition	\$50,000	\$50,000	\$50,000	\$50,000	\$0	\$0	\$200,000
Water System Leak Detection Program	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$0	\$200,000
G Street Lift Station Decommission	\$0	\$0	\$70,000	\$0	\$0	\$0	\$70,000
Remote Well Field Analysis	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Water Production Maintenance Building	\$0	\$0	\$0	\$0	\$0	\$700,000	\$700,000
TOTAL	\$100,000	\$100,000	\$170,000	\$100,000	\$50,000	\$900,000	\$1,420,000

Impact on Water/Sewer Operations

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Funding	TOTAL
WWTP Paying for Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Supply Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water System Leak Detection Program	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G Street Lift Station Decommission	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remote Well Field Analysis	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Production Maintenance Building	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000

Funding Source: General Fund Debt

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Funding	TOTAL
Aerial Platform Ladder Truck Replacement	\$0	\$1,300,000	\$0	\$0	\$0	\$0	\$1,300,000
Arcadia Loop Cut-Off	\$0	\$327,000	\$0	\$0	\$0	\$0	\$327,000
Remedial Drainage Program	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Sample Park	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Schultz Park Renovation	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Singing Winds Park	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Westland Park	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Street Reconstruction	\$0	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$0	\$6,000,000
Relocate Central Fire Station/Admin Offices	\$0	\$0	\$4,205,000	\$0	\$0	\$0	\$4,205,000
Fire Station #5	\$0	\$0	\$0	\$0	\$0	\$1,871,000	\$1,871,000
G-Street Bridge over Quinlan Creek	\$0	\$0	\$0	\$0	\$0	\$2,245,000	\$2,245,000
Olympic Pool Complex Renovation Phase II	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Spur 100 Extension Phase I	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
TOTAL	\$0	\$4,627,000	\$5,705,000	\$1,500,000	\$1,500,000	\$9,616,000	\$22,948,000

Impact on General Fund Operation

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Funding	TOTAL
Aerial Platform Ladder Truck Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arcadia Loop Cut-Off	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remedial Drainage Program	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sample Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Schultz Park Renovation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Singing Winds Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Westland Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street Reconstruction	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Relocate Central Fire Station/Admin Offices	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire Station #5	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000
G-Street Bridge over Quinlan Creek	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
Olympic Pool Complex Renovation Phase II	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Spur 100 Extension Phase I	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000

Funding Source: Water/Sewer Debt

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Funding	TOTAL
Birkdale Lift Station & New Force Main	\$4,866,000	\$0	\$0	\$0	\$0	\$0	\$4,866,000
Force Main Co-mingle Box at WWTP	\$305,000	\$0	\$0	\$0	\$0	\$0	\$305,000
G Street 24"x27" Interceptor	\$308,000	\$2,052,900	\$0	\$0	\$0	\$0	\$2,360,900
I/I Evaluation, Rehabilitation and Replacement - Engineering	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$200,000
I/I Evaluation, Rehabilitation and Replacement Construction	\$600,000	\$600,000	\$600,000	\$0	\$0	\$0	\$1,800,000
WTP Clearwell Improvements	\$0	\$2,760,000	\$0	\$0	\$0	\$0	\$2,760,000
New Jefferson Lift Station & New Force Main to G Street Interceptors	\$0	\$644,600	\$4,290,000	\$0	\$0	\$0	\$4,934,600
Knapp Lift Station Expansion	\$0	\$0	\$349,000	\$2,324,000	\$0	\$0	\$2,673,000
12" Water Line from Meadowview Well	\$0	\$0	\$0	\$828,000	\$0	\$0	\$828,000
Leslie Drive Water Main Loop around Benson	\$0	\$0	\$0	\$542,000	\$0	\$0	\$542,000
New Legion Basin 24" Interceptor	\$0	\$0	\$0	\$899,500	\$0	\$0	\$899,500
Quinlan Basin 15" Interceptor	\$0	\$0	\$0	\$1,163,000	\$0	\$0	\$1,163,000
Reconstruction of Road Surface at Wastewater Treatment Plant	\$0	\$0	\$0	\$450,000	\$0	\$0	\$450,000
12 Inch Line Crossing Guadalupe River	\$0	\$0	\$0	\$110,000	\$731,000	\$0	\$841,000
Lois Pump Station Expansion	\$0	\$0	\$0	\$45,000	\$300,000	\$0	\$345,000
Redirect Broadway Force Main	\$0	\$0	\$0	\$48,000	\$317,000	\$0	\$365,000
River Hill Pressure Plane Improvements	\$0	\$0	\$0	\$188,603	\$1,266,688	\$0	\$1,445,181
SH 173 Force Main Extension	\$0	\$0	\$0	\$46,000	\$308,000	\$0	\$354,000
Stadium Pump Station Expansion	\$0	\$0	\$0	\$75,000	\$480,000	\$0	\$555,000
Spur 98 Water Line (WTP to Spur 98 Bridge)	\$0	\$0	\$0	\$0	\$88,000	\$700,000	\$788,000
Guadalupe Plaza Lift Station Elimination	\$0	\$0	\$0	\$0	\$145,000	\$0	\$145,000
Jefferson Basin 12" and 15" Interceptor	\$0	\$0	\$0	\$0	\$0	\$979,000	\$979,000
UTC Building	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000
Wastewater Treatment Aquifer Replenishment	\$0	\$0	\$0	\$0	\$0	\$6,825,000	\$6,825,000
Water Plant Addition Phase II (IMGD)	\$0	\$0	\$0	\$0	\$0	\$239,000	\$239,000
TOTAL	\$6,179,000	\$6,167,400	\$5,239,000	\$6,719,003	\$3,478,688	\$9,638,000	\$37,411,091

Impact on Water/Sewer Operation

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Funding	TOTAL
Birkdale Lift Station & New Force Main	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$120,000
Force Main Co-mingle Box at WWTP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G Street 24"x27" Interceptor	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
I/I Evaluation, Rehabilitation and Replacement - Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I/I Evaluation, Rehabilitation and Replacement Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WTP Clearwell Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Jefferson Lift Station & New Force Main to G Street Interceptors	\$0	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Knapp Lift Station Expansion	\$0	\$0	\$0	\$10,000	\$10,000	\$10,000	\$30,000
12" Water Line from Meadowview Well	\$0	\$0	\$0	\$5,000	\$5,000	\$5,000	\$15,000
Leslie Drive Water Main Loop around Benson	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Legion Basin 24" Interceptor	\$0	\$0	\$0	\$5,000	\$5,000	\$5,000	\$15,000
Quinlan Basin 15" Interceptor	\$0	\$0	\$0	\$5,000	\$5,000	\$5,000	\$15,000
Reconstruction of Road Surface at Wastewater Treatment Plant	\$0	\$0	\$0	\$20,000	\$0	\$0	\$20,000
12 Inch Line Crossing Guadalupe River	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$10,000
Lois Pump Station Expansion	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Redirect Broadway Force Main	\$0	\$0	\$0	\$0	\$0	\$0	\$0
River Hill Pressure Plane Improvements	\$0	\$0	\$0	\$0	\$10,000	\$10,000	\$20,000
SH 173 Force Main Extension	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stadium Pump Station Expansion	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Spur 98 Water Line (WTP to Spur 98 Bridge)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Guadalupe Plaza Lift Station Elimination	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Jefferson Basin 12" and 15" Interceptor	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UTC Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wastewater Treatment Aquifer Replenishment	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000
Water Plant Addition Phase II (IMGD)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$20,000	\$25,000	\$35,000	\$80,000	\$75,000	\$85,000	\$320,000

Funding Source: Other

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Funding	TOTAL
Bull-Holdsworth Memorial Library Renovation / Expansion	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
River Trail II & III	\$0	\$0	\$0	\$0	\$0	\$4,200,000	\$4,200,000
Spur 100 Extension Phase I	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000
TOTAL	\$0	\$1,000,000	\$0	\$0	\$0	\$9,200,000	\$10,200,000

Impact on General Fund and/or W/S Operations

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Funding	TOTAL
Bull-Holdsworth Memorial Library Renovation / Expansion	\$0	\$0	\$0	\$0	\$0	\$0	\$0
River Trail II & III	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000
Spur 100 Extension Phase I	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000

Exhibit 3

**Draft Architectural Design Proposal –
Downtown Streetscape**



PETER LEWIS
ARCHITECT + ASSOCIATES

August 22, 2012

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

RE: Downtown Streetscape Enhancement Master Plan
Kerrville, Texas

Dear Kristine:

Thank you for the opportunity to assist the City of Kerrville in the development of a Downtown Streetscape Enhancement Master Plan. The purpose of the Master Plan is to support and reinforce the goals of the Kerrville Comprehensive Plan, adopted July 9, 2002.

Goal 7.1: Preserve, protect and enhance the natural amenities, visual identity and relationship of the Guadalupe River with Central Business District

Goal 7.2: Develop Central Business District as the integrated core of Kerrville with a cohesive identity that is built upon maintaining and appreciating the strengths of its various character areas.

Goal 7.3: Preserve and enhance the historical and cultural resources of the Central Business District.

Goal 7.4: Enhance physical, economic and social characteristics of the Central Business District to create a unique destination for residents and visitors of Kerrville, making the Central Business District the activity center and focal point of the community.

Based upon our discussions to date and the outline provided by Todd Parton, City Manager, dated July 31, 2012, please allow the following to document our understanding of Scope, Services and Fee.

I. Work Scope

A. Define the Project

1. Streetscape
 - a. Softscape
 - b. Hardscape
 - c. Amenities
2. Thematic Consistency
 - a. Water Street/Peterson Plaza standards
3. Project Limits

B. Create the Plan

1. Concept Piece/Design
 - a. Design Drawings
 - b. Project Phasing
 - c. Project Budgets by Phase
2. Implementation, coordinate with:
 - a. Kerrville Main Street Advisory Board (KMSAB)
 - b. Economic Improvement Corporation (EIC)
 - c. Historic Downtown Business Alliance (HDBA)

II. Scope of Services

- A. As-built survey and documentation
 - 1. Using electronic database, in AutoCAD 2013 format, of City base maps, document existing streetscape plans within Central Business District and near southside of the Guadalupe River (Louise Hays Park, HEB Shopping Center, River Hills Mall)
 - 2. Inventory/document existing Streetscape elements
- B. Master Plan Services
 - 1. Meet with Assistant City Manager, KMSAB and City staff, as required.
 - 2. Meet with EIC representative(s) and present to EIC, as required
 - 3. Meet with HDBA representative(s), as required
 - 4. Present to City Council
 - 5. Streetscape Plans
 - 6. Streetscape Images
 - 7. Phasing Plan
 - 8. Prepare Project Budgets by Phase

II. Fixed Fee

Our services will be provided for a Fixed Fee by Phase.

A. As-built survey and documentation	\$ 11,500.00
B. Master Plan Services	\$ 23,500.00

III. 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	\$ 2,500.00
---------------------------------	-------------

IV. 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

Agenda Item:

6A. Report on KEDC activities. (Conklin)

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

SUBJECT: Update on Kerrville Economic Development Corporation (KEDC) activities.

FOR AGENDA OF: August 28, 2012 **DATE SUBMITTED:** August 23, 2012

SUBMITTED BY: Carson Conklin
Councilmember,
Place 1

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Councilmember Conklin is the City Council representative to the Kerrville Economic Development Corporation (KEDC) Board of Directors. One of the functions of each board member is to provide an update on KEDC activities, programs and initiatives. In accordance with his board duties and responsibilities, Councilmember Conklin will brief the City Council regarding KEDC matters.

RECOMMENDED ACTION

This is a routine report and no action will be required.

Agenda Item:

6B. River trail update. (staff)

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

SUBJECT: River Trail Status Monthly Report

FOR AGENDA OF: August 28, 2012 **DATE SUBMITTED:** August 17, 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

Monthly Report to the City Council on the status of the River Trail project.

RECOMMENDED ACTION

No action required.

Monthly Status Report

River Trail Project

August 24, 2012

4B Funds

\$6,000,000 (River Trail)

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

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 MIMA
	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 10/31/12	flood level impact, if any	submission 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	contract - Hewitt Engineering			
Routing	location of trail	(complete)	define gradients and layout (complete)	
Preliminary Design	schematic plans; 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	
	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 Drawings Bidding/Contracts				
Construction	build project	began May 2012; 50% complete; completion in Oct. 2012	sequencing of work	typical delays/field alterations; considering adding amenities to project

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					

Status Report Kerrville River Trail

Package B and Parks Project

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 construction easements, if needed	complete by 1/31/13 complete by 1/31/13	CoK to secure easements from property owners; title work and surveys determine need by 11/30/12	requires property owner approval, purchase, or other requires property owner approval
Property Survey	M&B and Topo surveys	(partially complete)	identify property boundary and grades	
Misc. Reports/Permits	LOMR TPWD (land & water permit)		flood impact, if any if needed	may require submittal to FEIMA review by TPWD
Design	GLO (state property use) -Trail Routing Options/Cost agreement - Halff team -Final Design Contract - Halff Team	12/1/12, if needed complete complete by 10/31/12	routing preference define route options w/ costs all remaining design phases	approval by State, if needed complete June; prior to final design contract 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	final plans/specs/costs/ documents	complete by early 2013	all project elements	project delay assoc. with approvals
Bidding/Contracts	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]					

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)		waiting for private development
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 secure contractor	TBD	all project elements	" " " "
Construction	build project	TBD	bid process, contract prep sequencing of work	" " " "

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

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	LOMR		flood impact, if any	may require submittal to FEMA
	TPWD (land & water permit)		if needed	review by TPWD
Design	TBD			waiting for private development
	schematic plan with amenities; prelim. costs	50% review – (partially complete)	all project elements	" " "
		75% review –	all project elements	" " "
Construction Drawings	final plans/specs/costs/ documents	90% review –	all project elements	" " "
	secure contractor	TBD	all project elements	" " "
Bidding/Contracts		TBD	bid process, contract prep	" " "
	build project	TBD	sequencing of work	" " "

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

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, including Package A. 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 1.1/30/12	requires property owner approval
Misc. Reports/Permits	M&B and Topo surveys	begin M&B 8/15/12	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
	-Final Design Contract – TDG Team	negotiate by 10/31/12	all remaining design phases	requires Council approval
Preliminary Design	schematic plans with amenities; prelim. costs	50% review – 75% review – 90% review –	all project elements all project elements all project elements	coord. with utilities projects
Construction Drawings	final plans/specs/costs/ documents	complete by early 2013	all project elements	project delay assoc. with approvals
Bidding/Contracts	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)					

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:

6C. Budget and economic update. (staff)

Agenda Item:

7A. Appointment to the library advisory board. (staff)

**BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Appointment to the Library Advisory Board

FOR AGENDA OF: August 28, 2012 **DATE SUBMITTED:** August 22, 2012

SUBMITTED BY: Brenda Craig  **CLEARANCES:**
City Secretary

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

SUMMARY STATEMENT

Consider appointment to the following board:

Library Advisory Board: One term to expire November 22, 2013: due to the resignation of Ellen Connelly.

RECOMMENDED ACTION

Consider appointment.

Term of Office: All Board appointments shall serve two (2) year terms. No Board member shall serve more than two (2) consecutive two (2) year term on the Board without having at least one (1) full year off of the Board between terms. A majority of the members' terms shall expire in even-number years with the remaining members' terms expiring in odd-numbered years.

Quorum: Three members

Number of Members: Five members

Meeting Time & Place: Third Tuesday of Every Month; 3:00 pm; Butt-Holdsworth Memorial Library

Absences: Any member who is absent from twenty-five percent (25%) of the board's regular meetings during any twelve (12) month period, or who is absent from any three (3) consecutive regular meetings, shall be considered for removal by the City Council. The staff member has the responsibility of reporting a member's non-attendance to the City Council in writing, and the City Secretary shall notify the board member in writing that their non-attendance has been reported to the City Council. However, a member whose absences are directly related to a medical or family emergency may seek consideration from the board upon which they serve to qualify such absences as excused.

Established by: Ordinance No. 1967-17; amended by Ordinance Nos. 80-5, 84-14, 84-58, 85-01, 87-24, 87-60, 87-61, and 2005-19 (in its entirety); Resolution Nos. 045-2006, 107-2006, 076-2007, and 122-2007 did not change this board. Code of Ordinances: Chapter 66 - Article II – Sections 66-31 through 66-34; Amended by Ordinance No. 2010-05; Amended by Ordinance No. 2011-16.

Revised: May 24, 2012

* Appointed by Kerrville City Council – voting member

** Appointed by Friends of the Butt-Holdsworth Memorial Library

**** Appointed By Kerrville Genealogical Society

Agenda Item:

7B. Appointments to the Kerrville-Kerr County Joint Airport Board. (staff)

**BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Appointments to the Kerrville-Kerr County Joint Airport Board

FOR AGENDA OF: August 28, 2012

DATE SUBMITTED: August 23, 2012

SUBMITTED BY: Brenda Craig *BC*
City Secretary

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List
Letter from Bruce McKenzie, Airport Manager, dated August 21, 2012

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

SUMMARY STATEMENT

The city council may consider appointments to the Kerrville-Kerr County Joint Airport Board; three terms expired on June 1, 2012: Mark Cowden, Tom Moser, and Roger "Corey" Walters. Mr. Cowden has asked not to be reappointed.

The attached letter from Bruce McKenzie, airport manager, states the airport board's nomination of: William "Bill" Wood, Tom Moser, and Roger "Corey" Walters.

In accordance with the interlocal agreement, the airport board recommends persons to the county and city for consideration of appointment. In the event a candidate(s) recommended by the board is not appointed by either party, the board shall recommend an alternative candidate. In the event the second candidate is not appointed by either party, the board shall select another candidate who will be automatically appointed to the board without the approval of the parties.

The application for each of these candidates is attached separately for council's review and consideration.

This matter has also been posted for executive session, should the council so desire.

RECOMMENDED ACTION

Consider appointments of William "Bill" Wood, Tom Moser, and Roger "Corey" Walters to the Kerrville-Kerr County Joint Airport Board, all with terms to expire June 1, 2014.

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
KING, STEVE President 242 Creekwood Rd. E-mail swking242@windstream.net	257-3063 (O) 285-3063 (C)	04-25-06	08-23-11	06-01-13
COWDEN, MARK 477 Freedom Trail E-mail mcowden@ssbtexas.com	895-2000 (O) 367-3306 (H)	10-14-08	03-23-10	06-01-12
LIVERMORE, ED 3004 Pinnacle Club Ct. #2 E-mail elivermo@ktc.com	895-2820 (H)	08-23-11		06-01-13
MOSER, TOM 240 Ranch House Rd. E-mail tmoser@ktc.com	792-0497 (O) 896-7688 (H)	10-14-08	03-23-10	06-01-12
WALTERS, ROGER "COREY" 222 Sidney Baker South, Ste. 305 E-mail cw717@ktx.com	257-6300 (O)	10-27-09	03-23-10	06-01-12

Airport Board Staff:

Bruce McKenzie 896-9399 (O)
Airport Manager

Laurie DeJohn-Ermey
Executive Assistant

Qualifications: It is deemed desirable that all board members possess and will contribute a balance of expertise in business, financial, aviation, or management training and experience.

Powers and Duties: The board may exercise on behalf of the city and county any power possessed by either and those specifically provided by the code, including the power to lease property and facilities, and to buy and sell goods as an incident to the operation of the airport. However, the board is not authorized to impose a property tax, sell bonds, or otherwise enter into other debt instruments, dispose of airport property, or exercise the power of eminent domain without the prior written consent of the city and county. The board, following the prior written consent of the city and county, has the authority to apply for and to execute grant funding agreements. The board may improve, equip, maintain, operate, manage, regulate, protect, and police the airport. The board may realign, alter, acquire, abandon, or close a portion of a roadway or alleyway without a showing of paramount importance if

the portions to be realigned, altered, acquired, abandoned, or closed are in the geographical boundaries of the airport at the time of or after the realignment, alteration, acquisition, abandonment, or closing. The board shall have the responsibility and be in charge of the property, improvements, and other assets of the airport and shall be in charge of the disbursement of airport funds for airport purposes. The board shall also cause records to be kept of any and all revenues and disbursements. The board shall establish a fund to be maintained for the purpose of depositing all revenues of the airport. This fund shall be kept and managed by the board and shall be established at a bank with a branch in Kerr County. Federal, state, or other contributions or loans and the revenue obtained from the operation of the airport shall be deposited to the credit of the joint fund. The board shall have an audit of the financial affairs of the board and its operation of the airport conducted each year by an independent accountant and shall furnish the audit to the city and county no later than December 1 of each year. The board shall ensure that all records regarding the operation of the airport are maintained, retained, and made available for public review in accordance with the Texas Public Information Act. All records shall be maintained at the airport. The board shall hire and employ an airport manager ("manager") and such other employees as are necessary for the operation of the airport. The board, through its manager and any other employees, shall be responsible for the day-to-day management of the airport. Toward that end, the board is authorized to enter into service contracts with other public or private entities. The board may adopt resolutions, rules, and orders for the operation of the airport. The board may lease airport property and may adopt fees and rental rates with respect to the use of airport services or use of airport property. Such fees and rates should be, to the extent possible, included within the board budget. The city and county acknowledge that the airport property is within the city's limits and is subject to the city's regulations. However, the board shall monitor and consider appropriate zoning for the airport and the immediately surrounding areas whose use may impact airport operations. The board shall adopt policies and procedures for the purchase of goods and services and for the accounting of the airport's finances, each in accordance with state law.

The board may insure itself, its contractors and subcontractors against liability arising from the operation of the airport for damages to the person or property of others, workers' compensation, and officers' and employees' liability. The board shall comply with the code and other state laws and local laws in all respects.

Number of Members: Five members. Members to be nominated by the board and approved by both the Kerrville City Council and the Kerr County Commissioners Court.

Term of Office: Each board member shall be appointed for a two year term and shall continue to serve in this capacity until their successor is appointed and is duly qualified. Upon the death of any member or should any member resign or for any reason become unable to serve, a replacement shall be appointed in the same manner as provided to fill the vacancy for the unexpired term. The terms of those board members who are serving in Places 1, 3, or 5 shall expire on June 1, 2010. The terms for those board members appointed to Places 2 and 4 shall expire on June 1, 2011. Board members shall be eligible for reappointment.

Meeting Time & Place: Third Monday of each month, 8:30 a.m. at Airport Terminal Building, Louis Schreiner Field Airport, 1877 Airport Loop Road, Kerrville, Texas. All such meetings of the board shall be held in accordance with the Texas Open Meetings Act.

Established by: Ordinance No. 2004-21 (replaced in its entirety); amended by Resolution No. 069-2008 (joint management)
Code of Ordinances: Chapter 22 - Article II - Section 22-31 through 22-33

Revised: August 25, 2011



Kerrville
Kerr County
Joint Airport
Board

August 21, 2012

Kerr County Commissioners' Court
Kerr County Courthouse
700 Main Street
Kerrville, TX 78028

Stephen King
President

Kerrville City Council
Kerrville City Hall
800 Junction Highway
Kerrville, TX 78028

Tom Moser
Vice President

Mark Cowden
Board Member

Re: Airport Board Member Nomination
Commissioners & Councilmembers,

Corey Walters
Board Member

In accordance with Section 3 (d) of the Interlocal Agreement for the Continued Existence of a Joint Airport Board to Provide Management of Kerrville/Kerr County Airport, the Joint Airport Board unanimously agreed after our Board meeting on August 20, 2012, to nominate William "Bill" Wood to fill the current vacancy on the Board.

Ed Livermore
Board Member

We interviewed Mr. Wood along with two other applicants, and believe he is the best qualified by virtue of his mix of knowledge, experience, and interest in the development of our Airport. Background information on Mr. Wood is attached.

In addition, the Airport Board also nominated Tom Moser and Corey Walters to serve another term. Both agreed to continue to serve.

We respectfully request your approval of these nominations.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce McKenzie".

Bruce McKenzie

1877 Airport Loop
Kerrville, Texas 78028
Ph (830)896-9399 Fax (830)896-9440
www.kerrvilleairport.com