

**AGENDA FOR REGULAR MEETING**

**CITY OF KERRVILLE, TEXAS**

**ECONOMIC IMPROVEMENT CORPORATION**

**MONDAY, NOVEMBER 19, 2012 4:00 P.M.**

**KERRVILLE CITY HALL COUNCIL CHAMBERS**

**701 MAIN STREET, KERRVILLE, TEXAS**

**AGENDA FOR REGULAR MEETING OF THE  
CITY OF KERRVILLE, TEXAS  
ECONOMIC IMPROVEMENT CORPORATION  
MONDAY, NOVEMBER 19, 2012, 4:00 P.M.  
KERRVILLE CITY HALL COUNCIL CHAMBERS  
701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION**

**1. VISITORS/CITIZENS FORUM:**

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

**2. APPROVAL OF THE MINUTES:**

2A. Minutes of the regular meeting held October 15, 2012.

**3. MONTHLY REPORTS:**

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

3B. Capital projects update. (Parton)

Harper Highway Project Phase II

Hill Country Home Opportunity

Hill Country District Junior Livestock Association

3C. Update on River Trail and Parks projects (Rickert)

**4. DISCUSSION AND POSSIBLE ACTION:**

4A. Agreement with Kerrville Economic Development Corporation and the City of Kerrville Economic Improvement Corporation. (Jonas Titas)

4B. Update on performance measures for past funding agreements.

4C. Discussion regarding a master plan for downtown streetscape enhancements. (Parton)

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The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1118 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 November 14, 2012 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown

Deputy City Secretary, City of Kerrville, Texas

**5. INFORMATION AND POSSIBLE ACTION:**

5A. Update regarding "Go" Team activities. (Parton)

5B. Update regarding the downtown wireless project. (Parton)

5C. Update regarding the Golf Course improvements. (Parton)

**6. EXECUTIVE SESSION:**

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

Sections 551.071 and 551.072:

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

- River trail

**7. ADJOURNMENT**

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I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time: November 14, 2012, at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown

Deputy City Secretary, City of Kerrville, Texas

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## Agenda Item:

2A. Minutes of the regular meeting held October 15, 2012.

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

**October 15, 2012**

On Monday, October 15, 2012, the meeting of the directors of the City of Kerrville, Texas Economic Improvement Corporation, was called to order at 4:02 p.m. by David Wampler, President, in the City Hall Council Chambers, 800 Junction Highway, Kerrville, Texas.

**Members Present:**

David Wampler, President  
Kenneth Early, Vice President  
Rex Boyland, Secretary  
Gary Cochrane  
Larry Howard  
Polly Rickert

**Members Absent:**

Stacie Keeble

**City Executive Staff Present:**

Todd Parton, City Manager  
Mike Hayes, City Attorney  
Cheryl Brown, Administrative Assistant to the City Secretary  
Kristine Ondrias, Assistant City Manager  
Sai Vongchampa, Budget/Purchasing Manager  
Malcolm Matthews, Director of Parks and Recreation  
Charvy Tork, Information Technology Systems Administrator  
Kimberly Meismer, Director of General Operations  
Scott McDonough, Manager of City Golf/Tennis  
Ashlea Boyle, Special Projects Coordinator

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

**INVOCATION:** Given by Mr. Hayes.

**1. VISITORS/CITIZENS FORUM:** Ms. Rickert acknowledged a letter from Barbara Burton, requesting "Dog Waste Stations" in Lowry Park on Guadalupe Street, to be funded by a grant from the Upper Guadalupe River Authority. The EIC requested staff investigate further and apply for the grant, if available.

**2. APPROVAL OF THE MINUTES:**

2A. Minutes of the regular meeting with City Council held September 17, 2012. Mr. Cochrane moved for approval of the minutes of September 17; Mr. Howard seconded the motion and it passed 6 to 0.

**3. MONTHLY REPORTS:**

3A. Monthly financials for September 2012. Mr. Vongchampa reported:

Sales tax revenue for September 2012 was up from 2011. The sales tax revenue for Fox Tech and James Avery were instrumental in the increase.

3B. Capital Projects Update: Mr. Parton reported:

Harper Highway Project Phase II: The project was proceeding on schedule. It was about 30% complete.

Hill Country Home Opportunity: The final plat was accepted. The project would be closed in the very near future.

Hill Country Junior Livestock Association: Funding agreement was executed by all parties. There were no invoices received yet from the HCJLSA.

3C. Review of Active Funding Agreements: Mr. Parton reviewed the current funding agreements, as well as the list of all past funding agreements. There was some discussion as to the percentages of the types of funding agreements that were done in the past, and what types of funding agreements should be considered in the future.

3D. Update regarding River Trail and Parks projects: Mr. Matthews reported that Package A was approximately 75 to 80% complete. He presented photographs of the River Trail project in stages. The metes and bounds for the remaining packages had been completed from Louise Hays Park to Kerrville Schreiner Park.

3E. Update on Kerrville Economic Development Corporation: Mr. Titas reported he would have a proposed agreement at the November EIC meeting. He was working with individuals regarding bringing the winery industry to Kerrville. He reported that the attempt to privatize the State Hospital was defeated.

#### **4. PUBLIC HEARING AND POSSIBLE ACTION:**

4A. Funding agreement with the City of Kerrville for improvements to the Schreiner Golf Course: Mr. Parton reported that the proposed funding agreement in the amount of \$608,141 to construct a 1,600 square foot pavilion and reconstruction of the parking lot with realignment of Country Club Drive. Ms. Ondrias estimated project completion in April or May 2013.

Mr. Wampler opened the public hearing at 4:41 p.m. There were no comments or questions, and the public hearing was closed at 4:41 p.m.

Mr. Howard moved to approve the funding agreement, Mr. Boyland seconded and the motion passed 6-0.

4B. Funding agreement with City of Kerrville for public access wireless internet service:

Mr. Parton reported that there is wireless access in Peterson Plaza in front of the new City Hall. He suggested that the EIC use this as a pilot project to determine public interest in this project. This access would not extend to Louise Hays Park. There would be advertising for the wireless access in Peterson Plaza through the Convention and Visitors Bureau. Action on this project was postponed, staff will

report to the EIC in early 2013 regarding the amount of public interest and usage of the public wireless in Peterson Plaza.

**5. INFORMATION AND DISCUSSION:**

5A. Update regarding "Go" Team activities: Mr. Parton stated the "Go" Team had not met since the last EIC meeting.

5B. Update and direction to staff regarding the proposal to prepare a master plan for downtown streetscape enhancements. Mr. Parton reported that the City Council accepted the EIC's request to proceed with a proposed plan for a downtown streetscape to create a cohesive atmosphere for the public. The price of the architect's plan was estimated \$36,500.00, and he will ask the architect to attend a future EIC meeting to discuss details of the plan. Mr. Parton said he would research other Texas cities and try to get a better picture of the finished project.

6. **EXECUTIVE SESSION:** There was no executive session.

**7. ADJOURNMENT**

Mr. Howard moved to adjourn, Mr. Early seconded the motion, it passed 6 to 0; the meeting was adjourned at 5:15 p.m.

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

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

ATTEST:

\_\_\_\_\_  
Cheryl Brown  
Recording Secretary

## Agenda Item:

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

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

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**SUBJECT:** EIC Financials

**FOR AGENDA OF:** November 19, 2012    **DATE SUBMITTED:** November 13, 2012

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

**EXHIBITS:** Monthly Financials  
**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OR FINANCE:**

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**SUMMARY STATEMENT**

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

**RECOMMENDED ACTION**

Recommend acceptance of the financials.

CITY OF KERRVILLE  
Economic Improvement Corporation  
Sales Tax Improvement Fund

<b>Cash Balance as of October 1, 2012</b>		<b>\$ 1,788,939</b>
Deposits:		
Sales Tax	\$ 226,663	
Interest Revenue	\$ 1,554	
TXDOT - Airport Refund	\$ 11,006	
	<u>\$ 239,223</u>	
Expenses:		
Office Supplies		
Public Notice	\$ -	
Administrative Service Fee	\$ 8,333	
Special Services - Category 1		
Special Services - Category 2		
Transfer for Debt Service - 1999	\$ 42,083	
Transfer for Debt Service - 2012	\$ 14,167	
Transfer - Park Improvements	\$ 25,000	
Total Expenses	<u>\$ 89,583</u>	
Revenues Over (Under) Expenditures		<u>\$ 149,641</u>
<b>Ending Cash Balance as of October 31, 2012</b>		<b><u><u>\$ 1,938,579</u></u></b>

City of Kerrville  
Economic Improvement Corporation  
Sales Tax Improvement Fund - Revenue and Expense Statement  
For the month ending October 1, 2012

	Annual Budget	Current Period	Y-T-D Actual	% of Budget	Budget Balance
<b>BEGINNING CASH BALANCE</b>	\$ 1,788,939		\$ 1,788,939		
<b>REVENUE:</b>					
Sales and Use Tax	\$ 2,425,000	\$ 226,663	\$ 226,663	9.35%	\$ 2,198,337
Interest	\$ 5,000	\$ 1,554	\$ 1,554	31.08%	\$ 3,446
Refund Airport/TXDOT	\$ -	\$ 11,006	\$ 11,006		\$ (11,006)
Transfer In					\$ -
<b>TOTAL REVENUE</b>	<b>\$ 2,430,000</b>	<b>\$ 239,223</b>	<b>\$ 239,223</b>	<b>9.84%</b>	<b>\$ 2,201,783</b>

	Annual Budget	Current Period	Y-T-D Actual & Encumbrance	% of Budget	Budget Balance
<b>EXPENDITURES:</b>					
<b>Administrative</b>					
Advertising	\$ 500			-	\$ 500
Transfer to Debt Service Fund	\$ 505,000	\$ 42,083	\$ 42,083	8.33%	\$ 462,917
Transfer to Debt Service Fund - River Trail	\$ 170,000	\$ 14,167	\$ 14,167		\$ 155,833
Economic Development Governing Body	\$ 175,000			100.00%	\$ 175,000
Annual Disclosure Fee	\$ 3,500				\$ 3,500
Administrative Services Fee	\$ 100,000	\$ 8,333	\$ 8,333	8.33%	\$ 91,667
<b>Total Administrative</b>	<b>\$ 954,000</b>	<b>\$ 64,583</b>	<b>\$ 64,583</b>	<b>6.77%</b>	<b>\$ 889,417</b>
<b>Category I - Business Development</b>					
Unspecified	\$ 1,078,961			0.00%	\$ 1,078,961
<b>Total Category I</b>	<b>\$ 1,078,961</b>	<b>\$ -</b>	<b>\$ -</b>	<b>100.00%</b>	<b>\$ 1,078,961</b>
<b>Category II - Quality of Life</b>					
River Trail		\$ 25,000	\$ 25,000		\$ (25,000)
Category II Unspecified	\$ 1,158,141			0.00%	\$ 1,158,141
<b>Total Category II</b>	<b>\$ 1,158,141</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>2.16%</b>	<b>\$ 1,133,141</b>
<b>Category III - Public Infrastructure</b>					
Category III Unspecified	\$ 500,000			0.00%	\$ 500,000
<b>Total Category III</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 500,000</b>
<b>Contingency</b>	\$ -				\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,691,102</b>	<b>\$ 89,583</b>	<b>\$ 89,583</b>	<b>2.43%</b>	<b>\$ 3,601,519</b>
<b>NET REVENUES TO EXPENDITURES</b>	<b>\$ (1,261,101)</b>	<b>\$ 149,641</b>	<b>\$ 149,640</b>		

	Budget	Actual
<b>ENDING CASH BALANCE: October 31, 2012</b>	<b>\$ 527,837</b>	<b>\$ 1,938,579</b>

CITY OF KERRVILLE  
Economic Improvement Corporation  
Sales Tax Debt Service Fund

<b>Cash Balance as of October 1, 2012</b>		\$ 421,671
Revenues:		
Transfer from Sales Tax Improvements Fund	\$ 42,083	
Total Deposits	<u>\$ 42,083</u>	
Expenses:		
Paying Agent Fee		
Bond Principal		
Bond Interest		
Total Expenses	<u>\$ -</u>	
Revenues Over (Under) Expenditures:		<u>\$ 42,083</u>
<b>Ending Cash Balance as of October 31, 2012</b>		<u><u>\$ 463,755</u></u>

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CITY OF KERRVILLE  
Economic Improvement Corporation  
Sales Tax Debt Service Fund  
Revenue and Expense Statement  
For the month ending October 1, 2012

	Annual Budget	Current Period	Y-T-D Actual	% of Budget	Budget Balance
<b>BEGINNING CASH BALANCE</b>	\$ 421,672		\$ 421,672		
<b>REVENUE:</b>					
Transfer from Sales Tax Improvement Fund	\$ 505,000	\$ 42,083	\$ 42,083	8.33%	\$ 462,917
Return of Equity - Park Lane Extension	\$ -			100.00%	\$ -
<b>TOTAL REVENUE</b>	\$ 505,000	\$ 42,083	\$ 42,083	8.33%	\$ 462,917
<b>EXPENDITURES:</b>					
Series 1999 Sales Tax Bond Debt Service	\$ 465,000			0%	\$ 465,000
Series 1999 Sales Tax Bond Interest Expense	\$ 33,248			0%	\$ 33,248
Paying Agent Fees	\$ 1,000	\$ -		0%	\$ 1,000
First Southwest Continuing Disclosure Fee	\$ -	\$ -		-	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 499,248	\$ -	\$ -	0.00%	\$ 499,248
<b>ENDING CASH BALANCE: October 31, 2012</b>	<b>Budget</b> \$ 427,424		<b>Actual</b> \$ 463,754		

CITY OF KERRVILLE  
 Economic Improvement Corporation  
 SALES TAX REVENUE ANALYSIS

	Actual FY 2010	Actual FY 2011	Actual FY 2012	Approved FY 2013	Actual FY 2013	Difference Projected vs Actual	% of Projected Variance
October	\$ 179,735	\$ 184,602	\$ 219,934	\$ 184,164	\$ 226,663	\$ 42,500	23.08%
November	\$ 188,879	\$ 207,677	\$ 203,379			\$ -	#DIV/o!
December	\$ 170,981	\$ 169,550	\$ 208,227			\$ -	#DIV/o!
January	\$ 170,645	\$ 195,030	\$ 204,051			\$ -	#DIV/o!
February	\$ 236,837	\$ 241,320	\$ 264,744			\$ -	#DIV/o!
March	\$ 163,136	\$ 169,754	\$ 186,812			\$ -	#DIV/o!
April	\$ 160,461	\$ 157,729	\$ 185,835			\$ -	#DIV/o!
May	\$ 203,235	\$ 234,742	\$ 223,320			\$ -	#DIV/o!
June	\$ 182,429	\$ 186,441	\$ 195,775			\$ -	#DIV/o!
July	\$ 179,622	\$ 190,696	\$ 210,758			\$ -	#DIV/o!
August	\$ 221,711	\$ 238,491	\$ 239,007			\$ -	#DIV/o!
September	\$ 186,321	\$ 179,133	\$ 203,486			\$ -	#DIV/o!
<b>Total</b>	<b>\$ 2,243,991</b>	<b>\$ 2,355,166</b>	<b>\$ 2,545,329</b>	<b>\$ 184,165</b>	<b>\$ 226,663</b>	<b>\$ 42,500</b>	<b>23.08%</b>

CITY OF KERRVILLE  
Economic Improvement Corporation  
EIC Capital Projects Fund

<b>Cash Balance as of October 1, 2012</b>		<b>\$ 1,649,708</b>
Revenues:		
Transfer In		
Total Revenues/Transfer In	<u>\$ -</u>	
Expenses:		
Services		
Special Services		
Harper Road Utilities - Phase 2	96,173	
	<u>\$ 96,173</u>	
Total Expenses	\$ 96,173	
Revenue Over (Under) Expenditures		<u>\$ (96,173)</u>
<b>Ending Cash Balance as of October 31, 2012</b>		<b><u><u>\$ 1,553,534</u></u></b>

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CITY OF KERRVILLE  
 Economic Improvement Corporation  
 Sales Tax Improvement Capital Projects Fund  
 Project Status Summary  
 For the month ending October 31, 2012

YEAR(S) FUNDED	PROJECTS	Funding Agreement	Agreement Commitment	EIC Funded To Date	Non-EIC Funding	Total Funded	Project Expenses to Date	Project Balance	EIC Future Allocation Balance
2009/10	Hill Country Home Opportunity	FA 2010-02	\$ 250,000	\$ 250,000		\$ 250,000	\$ 236,535	\$ 13,465	-
2009/10	Commercial Improvement Program		\$ 100,000	\$ 100,000		\$ 100,000	\$ 20,000	\$ 80,000	-
2010/11	Commercial Improvement Program		\$ 50,000	\$ 50,000		\$ 100,000	\$ -	\$ 100,000	-
2010/11	Hill Country Shooting Center	FA 2010-03	\$ 494,838	\$ 494,838		\$ 494,838	\$ 495,580	\$ (747)	-
2011/12	Harper Hwy Utility Ext Phase 2		\$ 1,000,000	\$ 1,000,000		\$ 1,000,000	\$ 239,183	\$ 760,817	-
2011/12	Fox Tank		\$ 300,000	\$ 300,000		\$ 300,000		\$ 300,000	-
2011-12	Downtown Utilities		\$ 300,000	\$ 300,000		\$ 300,000		\$ 300,000	-
<b>TOTALS</b>			<b>\$ 2,494,838</b>	<b>\$ 2,494,838</b>		<b>\$ 2,544,838</b>	<b>\$ 991,299</b>	<b>\$ 1,553,534</b>	<b>-</b>

Cash Balance on 10/31/2012 \$ 1,553,534

Fund 70 - General Capital Improvement Projects - supported by EIC				
YEAR(S) FUNDED	PROJECTS	Funding Agreement	Agreement Commitment	Total Funded
2011-12	River Trail	C2011-76	\$ 6,000,000	\$ 5,199,745
2011-12	Louise Hays Park Improvements	C2011-76	\$ 2,000,000	\$ 2,000,000
<b>TOTALS</b>			<b>\$ 8,000,000</b>	<b>\$ 7,199,745</b>

## Agenda Item:

3B. Capital Projects Update (Parton)

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

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**SUBJECT:** Capital Project Update – November 2012

**FOR AGENDA OF:** Nov. 19, 2012      **DATE SUBMITTED:** Nov. 14, 2012

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

**EXHIBITS:**

**AGENDA MAILED TO:**

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

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OR FINANCE:**

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**SUMMARY STATEMENT**

Attached is the November 2012 capital project update.

The Home Opportunity Council has received its final reimbursement of \$13,465. This project will be closed with the next budget amendment scheduled for January 2013.

There has been no activity on the funding agreement with the Hill Country District Junior Livestock Association. The full allocation of \$150,000 remains available.

**RECOMMENDED ACTION**

This report is provided for informational purposes only and no action is required.

# EIC Status Report Harper Highway Utility Extension Phase Two

**SCOPE**

- Phase Two** Projects consists of the construction of approximately 4,600 linear feet of 12" water main & appurtenances from the North end of Old Harper Road; thence west along the south line of Interstate I-10 R.O.W. to Harper Road (RM 783); thence south along both the east & west side of RM 783 to its intersection with Old Harper Road; thence, east along Old Harper Road to its intersection with Town Creek Road; Installation of 12" wastewater main from the North end of Old Harper Road; thence west along the south line of Interstate I-10 R.O.W. to the West side of Harper Road (RM 783); thence south along the west line of RM 783 to a property owned by the Kernville Bible Church; and Installation of 12" wastewater main from the intersection of Old Harper Road and Town Creek Road; thence Southwest along Old Harper Road to the west side of Harper Road (RM 783); thence North along the west line of RM 783 to the property North of the Northpoint Investors, LTD. property. In all, the sanitary sewer for this Phase 2 project includes approximately 3,000 linear feet of wastewater main & appurtenances.

**Status**

Construction contract was awarded to Qro Mex Construction at May 22, 2012 City Council meeting. Construction is currently in progress with approximately 1,431 L.F. of sanitary sewer line and 3,080 L.F. of water main complete in place, from Old Harper Road northward toward the TxDOT right of way at Harper Highway. Construction is proceeding well at approximately 85 % completion with no issues at this time.

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Easement Acquisition or Property Agreements	6 easements to CoK completed through Legal and executed by property owner	Complete		
	1-easement (Howard) in-vegetation	Complete		
	Approval from TxDOT for construction approval within Control of Access area in TxDOT right of way received.	Approved	TxDoT final approval of permits	
Misc. Reports/Permits	TxDOT Permits	Approved	General construction permits for construction within TxDOT right of way	
Design	under-contract—HDR-Engineering	Complete		
Construction Drawings	final plans/specs/costs/ documents	completed 4/2012	all project elements	
Bidding/Contracts	Construction contract awarded to Qro Mex Construction 5/22/12		contract prep	
Construction	build project /Under Construction	start June 2012; complete Nov. 2012	Remaining installation will go from North Point Property to Pete Moore's property. Next week will be hydrostatic testing and disinfection of the line followed by the punch list.	

FUNDING - BUDGET	Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package

EIC funding (FA2008-013)	\$1,000,000	\$149,124.06	\$850,875.94	Construction \$580,000 Materials Testing \$38,000	
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**SCOPE**  
 Project to fund the engineering, design and infrastructure of Pinto Trail Subdivision - an affordable housing project.  
**Amenities**  
 Eleven home sites made ready for construction.

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Projects	Preliminary Plat	Completed		
	Waivers/Variances	Completed		
	Engineering/Design	Completed		
	Infrastructure Improvements	Completed		
	Final Plat	Completed		

FUNDING - BUDGET	Allocation	Expended-Encumbered	Project Balance
FA 2010-02	\$250,000	\$250,000	\$0

<b>SCOPE</b>	
Funding agreement with HCDJLA for up to \$150,000 to purchase equipment as part of the Hill Country Youth Exhibition Center expansion.	
<b>Amenities</b>	
An approved list of equipment will be purchased for use in Kerr County on a reimbursement basis.	

<b>PHASING</b>	<b>Action Item</b>	<b>Schedule (Status)</b>	<b>Task/Issues</b>	<b>Comments/Risks</b>
Projects	EIC Approval	Complete 8-27-12		No activity since last EIC meeting.
	Jurisdictional Approval by Kerr County Commissioners Court	Complete 9-10-12		FYI - HCDJLA held its annual fundraiser on 9-24. \$52,000
	CC Approval	Complete 9-11-12		

<b>FUNDING - BUDGET</b>	<b>Allocation</b>	<b>Expended-Encumbered</b>	<b>Project Balance</b>
FA 2012-04	\$150,000 (Maximum)	\$0	\$150,000 (Maximum)

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## Agenda Item:

3C. Update on River Trail and Parks projects. (Rickert)

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

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**SUBJECT:** EIC Monthly Report on River Trail and Parks Projects

**FOR AGENDA OF:** November 19, 2012

**DATE SUBMITTED:** November 9, 2012

**SUBMITTED BY:** Malcolm Matthews

**CLEARANCES:** Kristine Ondrias

**EXHIBITS:** Monthly Report

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

---

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

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

**RECOMMENDED ACTION**

No action required.

# Monthly Status Report

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## River Trail/Parks Projects

November 2012

4B Funds

\$6,000,000 (River Trail Project)

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

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# 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 (6/12; 9/12)	RNC to provide easement to City	requires RNC approval
	lease renewal to RNC of CoK property	complete (6/12)	City to provide lease to RNC	requires City Council approval
	approval from TxDOT and GLO for use of state property	complete (5/12)	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 (3/12)	identify property boundary and grades	
Misc. Reports/Permits	LOMR	upon const. completion	flood level impact, if any	submission to FEMA
	TPWD (land & water permit)	complete (5/12)	coffer dam - bridge construction review	review by TPWD
	USACE	complete (5/12)	involves jurisdictional waters of the US	no USACE individual permit required
Design	contract - Hewitt Engineering			
Routing	location of trail	complete (12/11)	define gradients and layout	
Preliminary Design	schematic plans; prelim. costs	50% review - complete (12/11) 75% review - complete (1/12) 90% review - complete (2/12)	all project elements all project elements all project elements	
	final plans/specs/costs/ documents	complete (3/12)	all project elements	
	secure contractor	bid (3/12); awarded (5/12) to Westar Construction	bid process, contract prep	project delay, bid cost, permit approvals, etc.
Construction	build project	start (5/12); 90% complete; completion (12/12)	sequencing of work	Sign monuments, signage, and landscaping scheduled; dedication tentative for 12/15/12

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

### Package B and Parks Project

### Status Report Kerrville River Trail

#### SCOPE

Package B and Parks Project connects to Package A at the west end of the Louise Hays Park parking lot, through Louise Hays Park and Lehmann & Monroe Park, to G St. r.o.w. The 10' wide trail will be constructed of concrete. This Package will be coordinated with the Jefferson Wastewater Project and Water transmission Line Project, both slated for completion by mid 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

Parks - trailheads with lighting, observation areas, seating areas, bridging, drainage, signage, trail entries, kiosks, and interpretive signage.

Parks - park amenities, amphitheater/stage, playground/sprayground, picnic areas, group pavilion upgrades, river access, restrooms, parking, lighting, utilities, landscaping, and signage.

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easements to CoK from property owners	complete by 3/31/13	CoK to secure easements from property owners; title work and surveys	requires property owner approval, purchase, or other
	construction easements, if needed	complete by 3/31/13	determine need by 11/30/12	requires property owner approval
Property Survey	M&B and Topo surveys	M&B - complete (9/12) Topo - partially complete	identify property boundary and grades	
Misc. Reports/Permits	LOMR	upon const. completion	flood impact, if any	may require submittal to FEMA
	TPWD (land & water permit)	5/1/13, if needed	environmental impact to state waters	review by TPWD
	GLO (state property use)	5/1/13, if needed	routing preference	approval by State, if needed
Design	-Trail Routing Options - Half team	complete (6/12)	define route options w/ costs	complete (6/12)
	-Final Design Contract - Half Team	complete by 12/1/12	all remaining design phases	requires Council approval
Preliminary Design	schematic plan with amenities; prelim. costs	50% review - (partially complete) 75% review - 90% review -	all project elements all project elements all project elements	coord. with utilities projects
Construction Drawings Bidding/Contracts	final plans/specs/costs/ documents	complete by early 2013	all project elements	project delay assoc. with approvals
	secure contractor	mid 2013	bid process, contract prep	project delay, bid cost, etc.
Construction	build project	start mid-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) - River Trail		\$1,000,000				
COs (4B) - LHP/LMP Project		\$2,000,000				

## 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
	construction easements, if needed	TBD	TBD	requires property owner approval
Property Survey	M&B and Topo surveys	(partially complete)	identify property boundary and grades	
Misc. Reports/Permits	LOMR		flood impact, if any	
Design	TPWD (land & water permit)		environmental impact to state waters	may require submittal to FEMA
	TBD	(partially complete)		review by TPWD
Routing	location of trail	(partially complete)	define gradients and layout	waiting for private development
Preliminary Design	schematic plan with amenities; prelim. costs	50% review -	all project elements	" " "
		75% review -	all project elements	" " "
		90% review -	all project elements	" " "
Construction Drawings	final plans/specs/costs/ documents	TBD	all project elements	" " "
Bidding/Contracts	secure contractor	TBD	bid process, contract prep	" " "
Construction	build project	TBD	sequencing of work	" " "

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

# Status Report Kerville River Trail

## Package E

**SCOPE**  
**Package E** extends from west terminus of trail on Junction Hwy along the river's edge, connect to a new trailhead at the Cypress Boat Ramp parking lot, to the trailhead at the Knapp Crossing trailhead. The 10' wide trail will be constructed of concrete. *Total trail length: up to 1 mile*

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

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easement to CoK from property owners	TBD	CoK to secure easements from property owners	requires property owner approval, purchase, or other
	construction easements, if needed	TBD	TBD	requires property owner approval
	M&B and Topo surveys	(partially complete)	identify property boundary and grades	
Property Survey Misc. Reports/Permits	LOMR		flood impact, if any	may require submittal to FEMA
	TPWD (land & water permit)		environmental impact to state waters	review by TPWD
Design Preliminary Design	TBD			
	schematic plan with amenities; prelim. costs	50% review -- (partially complete) 75% review -- 90% review --	all project elements all project elements all project elements	waiting for private development " "
	final plans/specs/costs/ documents	TBD	all project elements	" " " "
Construction Drawings Bidding/Contracts	secure contractor	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. This Package will be coordinated with the Jefferson Wastewater Project and Water transmission Line Project, both slated for completion by mid 2013. Consultant team scope will include design details/criteria used throughout the River Trail Project, including Package A. Total trail length: up to 2 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 3/31/13	CoK to secure easements from property owners	requires property owner approval, purchase, or other
	construction easements, if needed	complete by 3/31/13	determine need by 11/30/12	requires property owner approval
Property Survey	M&B and Topo surveys	M&B - complete (9/12)	identify property boundary and grades	coord. w/ utilities projects
Misc. Reports/Permits	LOMR		flood impact, if any	may require submittal to FEMA
	TPWD (land & water permit)		environmental impact to state waters	
Design	-Trail Confirmation - Terra Design Group (TDG) team	complete (6/12)	define route options w/ costs	complete (6/12)
Preliminary Design	-Final Design Contract - TDG Team	negotiate by 1/1/13	all remaining design phases	requires Council approval
	schematic plans with amenities;	50% review -	all project elements	coord. with utilities projects
	prelim. costs	75% review -	all project elements	
Construction Drawings Bidding/Contracts	final plans/specs/costs/ documents secure contractor	complete by mid 2013 mid 2013	all project elements	project delay assoc. with approvals
Construction	build project	start mid-late 2013	bid process, contract prep sequencing of work	project delay, bid cost, etc. typical delays/field alterations

FUNDING - BUDGET	Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package
COs (4B)	\$2,000,000				

## 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 no 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:

4A. Agreement with Kerrville Economic Development Corporation and the City of Kerrville Economic Improvement Corporation. (Jonas Titas)

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

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**SUBJECT:** Funding agreement between the Kerrville Economic Development Corporation and the City of Kerrville Economic Improvement Corporation

**FOR AGENDA OF:** Nov. 19, 2012      **DATE SUBMITTED:** Nov. 14, 2012

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

**EXHIBITS:** Funding Agreement between the Kerrville Economic Development Corporation and the City of Kerrville Economic Improvement Corporation

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OR FINANCE:**

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**SUMMARY STATEMENT**

Attached is a final draft of a funding agreement between the KEDC and the EIC. This agreement has been finalized through negotiations of both entities. The KEDC Board approved this agreement at its meeting of November 2012.

This agreement provides funding for FY2013 through FY2015. The allocation for FY2013 is \$127,000 with the maximum amount for the remaining two fiscal years being \$175,000.

**RECOMMENDED ACTION**

City staff recommends that this agreement be approved and that authorize its execution by the EIC Board President.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN KERRVILLE  
ECONOMIC DEVELOPMENT CORPORATION (KEDC) AND THE CITY OF  
KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION**

This Agreement entered into by and between **KERRVILLE ECONOMIC DEVELOPMENT CORPORATION** ("KEDC"), a Texas nonprofit corporation, acting herein by and through its duly authorized officer, Don Barnett ("KEDC President"), 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**, the EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects to enhance economic development and/or the quality of life within the Kerrville area; and

**WHEREAS**, pursuant to the Act, the EIC is authorized to provide funding for promotional expenses, such expenses which are used to advertise or publicize the City for the purpose of developing new and expanded business enterprises; and

**WHEREAS**, KEDC is a private entity whose purpose is to support and promote the retention, expansion, and attraction of business entities in Kerr County in a manner that complements the efforts of its economic development partners and enhances the quality of life for residents of Kerrville and surrounding areas; and

**WHEREAS**, KEDC has applied for funding from the EIC for marketing to expand and increase its efforts toward the promotion of economic development in the Kerrville area; and

**WHEREAS**, the EIC finds that the formation of the KEDC was intended to promote and develop new or expanded business enterprises and to foster the creation or retention of "primary jobs," as that term is defined by the Act; and

**WHEREAS**, Section 505.102 of the Act provides that a Type B corporation may contract with another private corporation to (1) carry out an industrial development program or objective; or (2) assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified by the Act; and

**WHEREAS**, pursuant to Section 505.103 of the Act, the EIC is limited to spending not more than 10 percent of its current annual revenues for promotional expenses in any given year; and

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

**WHEREAS**, EIC finds that it will be in the public interest to enter into an agreement with KEDC to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to KEDC for costs related to marketing expenses for economic development; and

**WHEREAS**, on November 19, 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, KEDC and EIC agree as follows:

**ARTICLE I.  
EIC'S OBLIGATIONS**

- A. Subject to terms found elsewhere in this Agreement, EIC hereby grants \$477,000.00 ("Grant") to KEDC for the term of this Agreement. EIC will pay KEDC an amount up to \$127,000.00 for the initial period of this Agreement, said period to begin on December 1, 2012, and end on September 30, 2013. Following this time period, EIC, subject to Section 1.D., will pay KEDC an amount up to \$175,000.00 for each of the remaining two years of this Agreement, said time periods to run from October 1 through September 30 of the following year. EIC's payments are solely intended for KEDC's costs directly related to: i) carrying out an industrial development program or objective as more specifically described in Section II., below; and/or, ii) assisting with the development or operation of an economic development program or objective consistent with the purposes and duties specified by the Act as proposed by KEDC. Such activities are collectively referred to herein as "Economic Development."
- B. In no event shall the total amount of the Grant exceed Four Hundred Seventy-Seven Thousand and No/100 Dollars (\$477,000.00).
- C. KEDC specifically agrees that EIC shall only be liable to KEDC for the actual amount of the Grant to be conveyed to KEDC and shall not be liable to KEDC for any other actual or consequential damages, direct or indirect, interest, attorney fees, or costs of court for any act of default by EIC under the terms of this Agreement.
- D. All payments to be made by EIC are subject to EIC's appropriation of funds for such payments in the budget year for which they are paid. The payments made to KEDC will be made solely from the annual budgeting and appropriations of EIC. In the event that EIC does not appropriate funds in any fiscal year for payments under this Agreement, EIC will not be liable to KEDC for such payments and KEDC will have the right to terminate this Agreement.

**ARTICLE II.  
KEDC'S OBLIGATIONS**

- A. Pursuant to the purposes for which the Grant was awarded and in strict accordance with Section 505.102 of the Texas Local Government Code, KEDC shall use the Grant for only

those costs directly resulting from its Economic Development. Toward this end, KEDC will conduct Economic Development pursuant to its adopted "mission", "objectives", and "target markets" as specified in **Exhibit A**. In addition, in fulfilling its obligations under this Agreement, KEDC shall comply fully with its "Performance Measures" pursuant to the document of the same name and dated July 29, 2010, and which is attached as **Exhibit B**. KEDC may not change its mission, objectives, or Performance Measures without providing prior written notice to EIC.

- B. KEDC shall hire and employ sufficient professional personnel to perform its Economic Development obligations, including but not limited to, a Director of Development ("Director").
- C. KEDC shall maintain complete and accurate records relating to the costs and expenditures made for Economic Development as specified in **Exhibit A**. KEDC shall maintain such records separate and identifiable from its other records and for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect the records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice.
- D. KEDC, either through its Director or another representative, must appear at each regular meeting of the EIC or make a presentation regarding its Economic Development pursuant to a regularly posted agenda item, which may include meeting with the EIC in executive session pursuant to II.E., below. Where appropriate, the Director or KEDC representative will provide written documentation to support the presentation. The regular meeting is scheduled for the third Monday of each month and where neither the Director nor KEDC's representative is able to attend this meeting, the Director must provide prior, written notice to the EIC of this absence.
- E. KEDC understands that the EIC may, in accordance with state law, vote to deliberate certain matters in executive session including, but not limited to: i) where the public discussion of the subject would have a detrimental effect on the EIC's negotiating position; ii) where the subject concerns commercial or financial information that the EIC has received from a business prospect that the EIC is seeking to have locate, stay, or expand within the Kerrville area and with which the EIC is conducting economic development negotiations; and/or iii) to deliberate the offer of a financial or other incentive to a business prospect. Toward this end and with an understanding of KEDC's performance of its Economic Development obligations, the EIC may believe that the presence of the Director in executive session is necessary for deliberation and that the Director's interest is not adverse to the EIC's interests. However, at any time where the Director believes that his interests may be adverse to the EIC's interests, the Director will immediately notify the EIC of this issue, the specifics thereof, and will not take part in the executive session.
- F. KEDC shall only be liable to EIC for the actual amount of the Grant to be conveyed to KEDC and shall not be liable to EIC for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by KEDC under the terms of this Agreement.

**ARTICLE III.  
KEDC'S REPRESENTATIONS AND WARRANTIES**

- A. KEDC represents and warrants as of the date hereof:
- (1) KEDC is a Texas nonprofit corporation existing in good standing and authorized to do business in the State of Texas;
  - (2) Execution of this Agreement has been duly authorized by KEDC and this Agreement is not in contravention of KEDC's corporate charter, or any agreement or instrument to which KEDC 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 KEDC Officer, threatened against or affecting KEDC, which may result in a material adverse change in KEDC's business, properties or operations sufficient to jeopardize KEDC's legal existence; and
  - (4) No written application, written statement or correspondence delivered by KEDC to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of KEDC 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 III, KEDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

**ARTICLE IV.  
EIC'S REPRESENTATIONS AND WARRANTIES**

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

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

**ARTICLE V.  
MAJOR FORCES PREVENTING KEDC FROM CARRYING  
OUT ITS OBLIGATIONS UNDER THIS AGREEMENT**

If, by reason of force majeure, such as fire, flood, windstorm, drought, or other act of God, act of war, act of terrorism, labor strike, or economic downturn affecting KEDC, KEDC is reasonably unable to fulfill its obligations under this Agreement, KEDC shall use reasonable and diligent efforts to rectify the situation to allow it to perform its obligations specified herein with all due haste. In the event that the situation cannot be rectified within six (6) months after the occurrence of the force majeure, either party may terminate this Agreement by providing thirty (30) days advance written notice to the other without further liability hereunder. To the extent that KEDC has not expended funds from the Grant, KEDC shall immediately, but in any event within ten (10) days, return such funding to the EIC.

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

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

- A. The KEDC 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.
- B. The appointment of a receiver of KEDC, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- C. The adjudication of KEDC as bankrupt.
- D. The filing by KEDC 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.

Should any of these conditions not be cured by KEDC within a period of three (3) months EIC may, at its option, with written notice to KEDC, terminate this Agreement and the KEDC shall have no further obligations hereunder.

**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, 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, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act.
  
- B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that no party hereunder shall be entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that no party hereunder shall be liable to the other party for any other actual or consequential damages for any act of default by such party under the terms of this Agreement.
  
- C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor shall any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

**ARTICLE 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 shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
  
- B. Amendment. This Agreement may be amended only by written amendment signed by both parties.

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

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

1. EIC  
President  
City of Kerrville, Texas, Economic Improvement Corporation  
701 Main Street  
Kerrville, Texas 78028  
Facsimile: (830) 792-3850

*With a copy to:*  
City Manager  
City of Kerrville  
701 Main Street  
Kerrville, Texas 78028  
Facsimile: (830) 792-3850

2. KEDC  
1700 Sydney Baker South  
Kerrville, Texas 78028  
Facsimile: (830) 995-2169

E. Assignment. This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party shall be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. KEDC may, without written consent of EIC, assign this Agreement to any entity controlled and 100 percent owned by KEDC or by the parent, subsidiary or affiliate of KEDC provided the entity assumes all of KEDC's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of KEDC and

KEDC 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 KEDC or EIC to any claim, cause of action, remedy or right of any kind except as expressly provided in Article VII.
- G. Term. The term of this Agreement (the "Term") shall commence on November 1, 2012 (the "Effective Date"), and shall terminate on the earlier of: (i) September 30, 2015; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article VII; (iv) at KEDC's sole and absolute discretion but only upon and subject to KEDC's return of all Grant funding to EIC that it has received under this Agreement; or, (v) upon KEDC's repayment of all monies that are demanded by EIC. Upon termination of this Agreement as specified herein, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.
- H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
- I. Indemnity. **IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT KEDC, IN PERFORMING ITS OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY, AND EIC ASSUMES NO RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH TO KEDC. KEDC AGREES TO INDEMNIFY AND HOLD HARMLESS EIC, ITS OFFICERS AND AGENTS, AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY KEDC'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR BY ANY NEGLIGENT ACT OR OMISSION OF KEDC, ITS OFFICER, AGENTS, ASSOCIATES OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; AND NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EIC UNDER TEXAS LAW.**
- J. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.
- K. Survival of Terms. All rights, duties, liabilities and obligations accrued prior to termination shall survive termination.
- L. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

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

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

**KERRVILLE ECONOMIC  
DEVELOPMENT CORPORATION**

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

By: \_\_\_\_\_  
Don Barnett, President

ATTEST:

\_\_\_\_\_  
Rex Boyland, Secretary to the Corporation

APPROVED AS TO FORM:

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

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## EXHIBIT A

### MISSION

Provide a comprehensive economic development strategy that generates significant and sustainable value for residents of Kerr County. By coordinating the efforts of the County and the municipalities, the regional economy can grow by retaining and expanding existing employers and by relocating new employers to Kerr County, through creating "A Natural Environment for Business."

### OBJECTIVES

- Leverage County/Municipal resources and financial position to support job creation and retention through the efforts of highly experienced staff.
- Expand the capacity of Kerr County to compete with other regions by developing programs/initiatives that support the growth and development of the private sector, including Business Retention and Expansion.
- Develop and implement a comprehensive marketing/communication strategy aimed at branding and positioning the County as one of America's best places to do business.
- Facilitate the development of economic development projects by structuring deals that fully leverage public investment (land, bonds, grants) with private capital, and yield a reasonable return on investment (tax base, job creation, and business creation) to local taxpayers over the long term.
- Function as the central point of communication for job development, retention and expansion progress and strategy among local municipalities, regional economic development, civic and non-profit community organizations.

### TARGET MARKETS

- Airport / Aviation Prospects
- Back Office / Inbound Call Center Prospect
- Hotel / Conference Center
- Small / Light Manufacturing / Assembly Prospects
- Small Tech Firms
- Wine Industry

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### Performance Measures

KEDC will take serious steps toward creating and implementing a comprehensive system of measure identification, collection, and tabulation. Although measures are well constructed and informative, the absence of clearly stated organizational objectives hinders any attempt to fully evaluate the appropriateness of those measures.

Therefore, a structure for a measurement system structure is required on the following principles:

- KEDC will have clearly defined objectives to give internal direction and accommodate internal and external reporting;
- Each of KEDC's programs will be directly responsible for contributing to the achievement of at least one of KEDC's objectives;
- Economic Development programs will be coordinated and seek to achieve common objectives;
- Positive economic impacts on the citizens of Kerrville are the ultimate outcomes of KEDC's efforts.

KEDC will have a structure that contains the following objectives and supporting recommendations:

Objective #1: Establish a clear vision of KEDC's objectives and update them annually

- Establish specific measurable objectives for KEDC's accomplishment.
- Create performance measures based on the newly established objectives. KEDC should put its progress into the context of the competition by comparing Kerrville Areas results to other selected cities when possible.

Objective #2: Link program-level measures and organizational measures more closely

- Establish a clear connection between the organizational objectives and the role each program plays in meeting them by developing program objectives that support the KEDC objectives in a hierarchical fashion.
- To the extent possible, gear measures for individual programs to the objectives.

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Objective #3: Marry community development to economic development by basing the system on geographic areas

- To the extent allowed by individual funding sources, focus the objectives of both community and economic development programs, when necessary, on assisting and promoting development in Kerr County.
- Introduce Geographic Information System (GIS) technology into the Organization's measurement system.

Objective #4: Improve public reporting of objectives and rates of success

- Establish an internal reporting system.
- Submit one report semi-annually that includes a summary of each of KEDC's objectives and measured results (both successes and failures).
- Integrate measures into formal budget documents.

Objective #5: Integrate performance measurement into the management culture of KEDC.

- Make performance measures part of the resource allocation decision-making process.
- Focus attention on the role of program management in creating results.

In addition to analysis of the organizational measurement system, program results should collectively add-up to create KEDC outcomes that are required to achieve KEDC's overall mission.

- Programs often do not clearly define program objectives, especially within the context of the Organization's overall objectives.
- A number of programs pursue such broad goals that it is difficult to define success and probably impossible to achieve those goals within the context of the program.
- Many programs share similar or complementary goals, suggesting that these efforts are duplicative and do not make the most efficient use of available resources.
- Data collected can be utilized to measure progress once objectives are established. However, additional measures may be needed to measure new objectives in selected programs.
- Program objectives and measures should directly support the organization's priorities. Recommendations made for the organizational system should

translate into reorganization, and in some cases, a rethinking of program objectives.

- Surveys can provide most of the prospective data needed to measure many of the economic development programs; however, specific programs will require additional data essential to the management of their program. Those questions should be added to a survey or an additional survey conducted for longer-term projects.
- Many programs rely on local service providers but do not monitor or encourage them to work towards Organizational objectives. Additional steps may need to be taken to oversee the efficiency and the effectiveness of those providers.
- Program objectives should eventually include quantification of targets. Considerable value and accountability is achieved by semi-annually stating not only the object of expected accomplishment, but the quantity and timeframe as well.

#### Draft set of indicators

##### Employment

- |                     |  |
|---------------------|--|
| <b>Employment</b>   | <ul style="list-style-type: none"><li>• Proportion of people of working age in employment</li></ul>  |
| <b>Unemployment</b> | <ul style="list-style-type: none"><li>• Proportion of the working population who are unemployed</li><li>• Proportion of unemployed people claiming benefit who have been out of work for more than one year</li><li>• Percentage of population that is functionally unemployable</li></ul> |
| <b>Local Jobs</b>   | <ul style="list-style-type: none"><li>• Total number of local jobs by sector</li><li>• Proportion of these that are full time</li><li>• Annual change in number of local jobs</li></ul>  |

##### Earnings and Skills

- |                         |   |
|-------------------------|---|
| <b>Earnings</b>         | <ul style="list-style-type: none"><li>• Average annual earnings for full-time employees<ul style="list-style-type: none"><li>- full-time males; and</li><li>- full-time females</li></ul></li></ul>   |
| <b>Workforce Skills</b> | <ul style="list-style-type: none"><li>• Proportion of adults with (i) literacy and (ii) numeracy skills at or above level 1</li><li>• Proportion of population of working age qualified to level 2 or equivalent</li><li>• Proportion of population of working age qualified to level 3 or equivalent</li></ul> |

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***Economic Vitality***

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- |   |  |
|---|--|
| <b>Economic Activity</b>                | <ul style="list-style-type: none"><li>◦ GDP per head of local population</li><li>◦ Trend growth in GDP per head of local population (compared to trend growth in regional GDP per head)</li><li>◦ Gross value added (GVA) per hour in the locality</li></ul>                       |
| <b>Business Growth</b>                  | <ul style="list-style-type: none"><li>◦ Total number of VAT registered businesses in the area per 1,000 population</li><li>◦ Percentage change in number of VAT registered business in the area over the year</li></ul>  |
| <b>Housing Prices and Affordability</b> | <ul style="list-style-type: none"><li>◦ Average property price</li><li>◦ Average property price/average earnings</li></ul>   |
| <b>Business confidence</b>              | <ul style="list-style-type: none"><li>◦ Previously developed land that is unused or may be available for redevelopment as a % of the Kerrville and Kerr County land area.</li><li>◦ Satisfaction with the local area as a business location (Chamber of Commerce survey)</li></ul> |

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***Demography and Deprivation***

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- |                          |   |
|--------------------------|---|
| <b>Population</b>        | <ul style="list-style-type: none"><li>◦ Total number of people living in the Kerrville and Kerr County area categorized by gender, age bands and ethnicity</li><li>◦ Population density</li><li>◦ Percentage change in total population by age bands</li></ul>              |
| <b>Household Poverty</b> | <ul style="list-style-type: none"><li>◦ Percentage of children under 16 living in low-income households</li><li>◦ Percentage of population of working age who are claiming key benefits</li></ul>   |
| <b>Deprivation</b>       | <ul style="list-style-type: none"><li>◦ Proportion of the population in the Kerrville area who live in low income area that rank within:<ul style="list-style-type: none"><li>- the most deprived 10% in Texas</li><li>- the most deprived 20% in Texas</li></ul></li></ul> |

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***Downtown Areas and Tourism***

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- |  |   |
|--|---|
| <b>Downtown Area</b>                           | <ul style="list-style-type: none"><li>◦ Pedestrian footfall in the downtown area (revitalization - usage survey)</li><li>◦ User satisfaction with downtown area (survey)</li></ul>  |
| <b>Downtown Area Revitalization - Activity</b> | <ul style="list-style-type: none"><li>◦ Number of ground floor units not being used as a proportion of the total number of ground floor businesses</li><li>◦ Number of charity shops as a percentage of the total number of ground floor businesses</li><li>◦ Prime retail rent per square foot</li><li>◦ Shopping center yield</li></ul> |

- Tourism**
- Day visitors per annum
  - Bed nights per annum
  - Average spend per visitor

### Workforce Development and Employability

- Workforce Development**
- Proportion of employees and self-employed that have received job-related training in the last 13 weeks
- Employability**
- Unemployed people in employment and/or education after registering on New Deal and other vocational and basic skills training and employment programs in the last:
    - six months, and
    - twelve months

### Investment

- Business Investment**
- Total number of 'inward investment' enquiries dealt with per annum
  - Number and value of re-locations and re-investments annually as a result of 'inward investment'
  - Number of jobs created and safeguarded from firms moving to re-investing or re-locating within the area following 'inward investment' enquiries
  - Cost per job created and safeguarded through 'inward investment'
- Land and premises Development**
- Value of investment in land and premises brought forward for development in the area
  - Brownfield land reclaimed as a percentage of all land made available for industrial, commercial and leisure purposes
  - Net cost per hectare of land brought forward for development

### Business and Social Enterprise Support

- Business Support**
- Number of new business start-ups supported in the local area
  - Proportion of startups which are located in localities identified in the 20% most deprived in Texas
  - Average cost of local authority business support per new business start up supported.
  - User satisfaction with business start-up support
  - Number of jobs created and safeguarded in units and managed business units and managed workspace for workspace economic development purposes
  - Survival rates of businesses in managed workspace (i.e. after two years)
  - Cost (i) per job supported, (ii) per m2 of floor space (i.e. subsidy provided)
  - Number of business support enquiries for other advice and information received per annum
  - Cost per business support enquiry dealt with

**Community Enterprise**

- Number of jobs created or safeguarded by each type of business support
- Cost per job for each type of business support
  
- Jobs created by support to community and the social economy enterprise
- Income generated by community enterprise
- Cost per job through community enterprise support

## Agenda Item:

4B. Updates on performance measures for past funding agreements. (Parton)

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

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**SUBJECT:** Review of active funding agreements

**FOR AGENDA OF:** Nov. 19, 2012      **DATE SUBMITTED:** Nov. 14, 2012

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

**EXHIBITS:** List of active agreements; past funding agreement index

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OR FINANCE:**

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**SUMMARY STATEMENT**

Attached is a list of the active funding agreements and past funding agreements. City staff has been working with KEDC staff to prepare a standardized activity report to be presented to the EIC Board at each regular meeting. The first of these standardized reports will be presented to the EIC Board at its January 2013 meeting.

There has been no change in the status of the funding agreements since the EIC Board meeting of October 2012.

**RECOMMENDED ACTION**

This report is provided for informational purposes only and no action is required.

Active Project Funding Agreements

October 15, 2012

<u>Project</u>	<u>Amount</u>	<u>Performance Criteria</u>
Airport Commerce Park	\$630,000.00	FA/PDD
Hill Country Shooting Sports Center	500,000.00	Reimbursement, \$100,000 if project not completed (ready for close-out)
Hill Country Home Opportunity Council (2)	250,000.00	Reimbursement, \$100,000 if project not completed
Harper Highway Phase 2	1,000,000.00	
Downtown Utility Improvements	300,000.00	
Fox Tank Company	600,000.00	Job creation/retention - 60 jobs/10 years
Parks and River Trail Improvements	8,000,000.00	2 bond sales for \$3.5m each; cash
Nature Blinds, LLC	500,000.00	based on sales NTE \$100,000 per year
Hill Country District Livestock Association	150,000.00	NTE - reimbursement after equipment Purchased

FA=Funding Agreement

PDD=Planned Development District

NTE=Not To Exceed

**ECONOMIC IMPROVEMENT CORPORATION  
INDEX OF FUNDING AGREEMENTS (FA)**

**BD=Business Development; QL=Quality of Life; PI=Public Infrastructure;  
AC=Administrative Contracts; NLA= No Longer Allowed; O=Other**

- 98-1 **PI** Kerrville/Kerr County Municipal Airport water distribution and wastewater collection mains, \$838,000

**1999 EIC Funding Agreements**

- 99-1 **QL** Scott Schreiner Municipal Golf Course remodeling, reconstruction, and related purchases, including: remodeling golf course, construction of new maintenance and storage building, and purchase of golf course maintenance equipment, \$1,850,000
- 99-2 **PI** Holdsworth preliminary design including design, bidding, construction, and right of way acquisition, \$60,000
- 99-3 **PI** Holdsworth Drive-TxDOT agreement for construction of Holdsworth drive from Hwy. 16 to Harper Road, including design, bidding, construction, and right of way acquisition, \$30,000 (amended 3-6-00 to \$62,000, FA 00-3)
- 99-4 **PI** Memorial lift station rehabilitation, \$160,000
- 99-5 **PI** Park Lane preliminary design, including design, bidding, construction and right of way acquisition, \$31,000
- 99-6 **QL** Butt-Holdsworth Memorial Library renovation preliminary study, including design, bidding, and construction, \$14,000

**2000 EIC Funding Agreements**

- 00-1 **PI** "G" Street (Bridge) reconstruction, acquiring right of way, relocating utilities, and participating in construction costs No amount given in funding agreement
- 00-2 **PI** "G" Street and Park Lane right of way acquisition, \$313,000
- 00-3 **PI** Amends Holdsworth Drive-TxDOT agreement, FA 99-3 increased to \$62,000
- 00-4 **PI** Holdsworth Drive project, \$938,000
- 00-5 **QL** Butt-Holdsworth Memorial Library renovation project, \$228,650
- 00-6 **PI** Water and Sewer on Loop 534 to KISD property \$640,500
- 00-7 **PI** Blackwell Fire Station replacement project, \$800,000

### 2001 EIC Funding Agreements

- 01-01 PI Broadway utility relocation, \$330,000
- 01-02 PI Loop 534 water and sewer, 1<sup>st</sup> amendment, \$1,500,000
- 01-03 PI Legion Hills-Phase II infrastructure, \$175,000
- 01-04 PI Aquifer Storage Recovery well project, \$300,000
- 01-05 PI Loop 534 water and sewer, 2<sup>nd</sup> amendment, \$1,710,000
- 01-06 PI Loop 534 water and sewer, 3<sup>rd</sup> amendment, \$2,027,259.35
- 01-07 PI Airport Commerce Park, \$500,000 (Amended June 11,2002 to \$630,000)
- 01-08 PI Airport Interior wastewater infrastructure improvements, \$500,000

### 2002 EIC Funding Agreements

- 02-01 PI Aquifer Storage Recovery Well #3, Phase I, \$75,000
- 02-02 O/NLA Ambulance, \$143,665
- 02-03 O GIS (Geographic Information System), \$153,812.00
- 02-04 O Acquisition of Drainage Basements along Quinlan and Town Creeks \$290,000

### 2003 EIC Funding Agreements

- 03-01 PI Extension of Main Street between Meadowview Drive and Travis Street \$1,800,000
- 03-02 O/LNA Purchase of FY2003-04 Fire Pumper Apparatus and Thermal Imaging Camera \$370,000
- 03-03 O Purchase of Communications Equipment for the Kerrville Police, Fire & EMS Dispatch for the Emergency Service Enhancement Program \$109,000
- 03-04 PI Renovate Airport Facility (1700 Airport Loop Road) \$25,000
- 03-05 PI Matching funds with TxDot for the construction of an Airport Terminal \$300,000
- 03-01-C AC Contract between KEDF and EIC \$10,800 total for equipment listed

### 2004 EIC Funding Agreements

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- 04-01-A O First Amendment to Funding Agreement for Thermal Imaging Cameras \$350,000
- 04-02 PI Construction of Final Phase of Legion Hills Infrastructure Improvements \$352,000
- 04-03 QL Golf Course Improvements \$40,000
- 04-04 AC FY04-05 Administrative Services Contract \$75,000
- 04-05 O 1<sup>st</sup> Amendment to the Funding Agreement of the Airport Sewer Project (reallocated funds saved from previously funded amount-\$120,000)
- 04-06 PI Town Creek Companies, LLC, City of Kerrville and EIC – participation in sewer infrastructure construction, \$492,657.00
- 04-07 PI 1<sup>st</sup> Amendment to the Project Funding Agreement – Holdsworth Drive \$938,000 (replacing previous amount of \$1,613,000)

### 2005 EIC Funding Agreements

- 05-01 QL Central Kerrville Development Corporation – Boardwalk Project, \$300,000.00 Not funded
- 05-02 PI Second Amendment to Project Funding Agreement – Holdsworth Drive, \$938,000.00 to \$1,613,000.00
- 05-03 PI State Highway 16 Reconstruction Project – Utilities, \$981,206.00
- 05-04 PI 1<sup>st</sup> Amendment to Project Funding Agreement 04-06, Town Creek Sewer infrastructure, release of lien. (amount didn't change)
- 05-05 BD Hill Country Shooting Sports Center, \$200,000.00
- 05-06 QL Texas Arts and Crafts Foundation, Inc., \$127,000.00
- 05-07 QL Kerrville Playscape, Inc., \$137,836.00
- 05-08 PI Airport Water Tower Demolition, \$95,000.00

### 2006 EIC Funding Agreements

- 06-01 QL Central Kerrville Development Corporation Boardwalk Project Not funded
- 06-02 QL Dietert Senior Center Project, \$500,000
- 06-03 PI Sid Peterson Memorial Hospital, \$500,000

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- 06-04 AC Kerrville Economic Development Foundation \$8,000
- 06-05 AC FY06-07 Administrative Services Contract, \$75,000.00
- 06-06 BD Hill Country Shooting Sports Center \$500,000
- 06-07 PI James Avery Craftsman, Inc., \$350,000
- 06-08 QL Kerrville Playscape, Inc., \$12,038 (\$125,000 changed to \$137,038)

**2007 EIC Funding Agreements**

- 07-01 AC Kerrville Economic Development Foundation, not to exceed \$100,000
- 07-02 QL Schreiner University, Mountaineer Center, \$750,000 over the next three years (apply annually)
- 07-03 PI First Amendment to Legion Hills Funding Agreement 04-02 no amount given in funding agreement amendment
- 07-04 PI Capital Improvements at Kerrville/Kerr County Municipal Airport, (not to exceed \$378,000)
- 07-05 AC FY 08 Administrative Services Contract \$75,000

**2008 EIC Funding Agreements**

- 08-01 PI Salvation Army Regional Detention Facility/Athletic Fields, not to exceed \$70,000
- 08-02 AC Kerrville Main Street Program, not to exceed \$20,000
- 08-03 PI Capital Improvements at Kerrville/Kerr County Municipal Airport, not to exceed \$245,540
- 08-04 PI Economic Development Grant-James Avery Craftsman, Inc. \$2,500,000
- 08-05 AC Project Funding Agreement-Kerr Economic Development Foundation-\$71,500
- 08-06 BD Economic Development Grant/Loan Agreement-Kerr Economic Development Foundation (USDA Laboratory)-not to exceed \$525,000
- 08-07 BD Economic Development Grant Agreement-Community Foundation of the Texas Hill Country (Tivy Education Center Capital Campaign)-not to exceed \$300,000 and First Amendment dated February 3, 2009

**2009 EIC Funding Agreements**

- 2009-01 **PI** Habitat for Humanity (Maude Jennings Subdivision) \$418,000 -- commence 03-10-09
- 2009-02 **BD** Hill Country Shooting Sports Center, air hall, \$300,000, commence 03-10-09
- 2009-03 **BD** Economic Development Grant -- Workforce Solutions-Alamo -- career center - \$109,887.24 -- commence 03-10-09
- 2009-04 **PI** Project Funding Agreement -- City of Kerrville -- Kroc Center site developments - \$500,000 -- 03-24-09
- 2009-05 **PI** Project Funding Agreement -- City of Kerrville -- Town Creek Sewer Project - \$513,456.13 -- 04-28-09
- 2009-06 **AC** Project Funding Agreement -- KEDF -- marketing/business development -- \$62,500 -- 06-23-09
  
- 2009-07 **PI** Termination of Project Funding Agreement (Town Creek Sewer Project) -- 04-14-09

**2010 EIC Funding Agreements**

- 2010-01 **AC** Project Funding Agreement -- Kerr Economic Development Foundation for \$25,000, 05-17-2010
- 2010-02 **QL** Economic Development Grant -- Hill Country Home Opportunity Council for \$150,000.00, 05-17-2010 (amended 06-20-11)
- 2010-03 **BD** Economic Development Grant -- Hill Country Shooting Sports Center for \$494,838.00, 11-15-2010
- 2010-04 **BD/CIP** Economic Development Grant -- Hewitt Engineering, Inc. for \$8,000.00, 10-18-2010 (amended 4-18-11 \$10,000)
- 2010-05 **BD/CIP** Economic Development Grant -- San Saba Cap, Inc. for \$10,000.00 -- 10-18-2010

**2011 EIC Funding Agreements**

- 2011-01 **AC** Kerrville Economic Development Corporation, \$225,000.000
- 2011-02 **PI** City of Kerrville, Harper Hwy Utility Improvement, \$1,000,000.00
- 2011-03 **QL** City of Kerrville, Parks & River Trail Improvements, \$6,000,000.00

2011-04 **PI** City of Kerrville, Harper Highway utility improvement, phase II, \$1,000,000

**2012 EIC Funding Agreements**

2012-01 **PI** Kerrville Public Utility Board (KPUB) Downtown Kerrville Utility Line Removal and Undergrounding \$ 300,000.00

2012-02 **AC** Kerrville Economic Development Corporation (KEDC) \$175,000.00

2012-03 **BD** Fox Tank, Company \$600,000.

2012-04 **QL** Hill Country District Junior Livestock Show Association (HCDJLSA) Not to exceed \$150,000.

## Agenda Item:

4C. Discussion regarding a master plan for downtown streetscape enhancements. (Parton)

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

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**SUBJECT:** Funding for a proposal to create a master plan for downtown streetscape enhancements

**FOR AGENDA OF:** Nov. 19, 2012      **DATE SUBMITTED:** Nov. 14, 2012

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

- EXHIBITS:**
1. Professional Design Services Proposal – Downtown Streetscape Enhancement Master Plan
  2. Sample Images
  3. Pictures of Key Nodes within the City of Kerrville

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OR FINANCE:**

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**SUMMARY STATEMENT**

City staff is providing some additional information regarding this item as requested by the EIC board at its last regular meeting. In addition to the draft proposal from Peter Lewis + Architects, several sample photos have been provided and photos of a few key nodes in Kerrville that would be prime examples of where some of these improvements may be targeted.

The sample images are provided to show graphic examples of the key elements that are typical for streetscape enhancement projects. These are used only to provide examples of the concepts and the actual scale and type of improvements would be tailored to Kerrville's unique conditions and opportunities. Here are the key elements that the images help illustrate:

1. Consistent pavement;
2. Thematic street lighting;
3. Street furniture and trash receptacles;
4. Pedestrian-oriented wayfinding signage;
5. Landscaped pedestrian nodes;
6. Planter boxes in front of businesses and along public streets;
7. Tree lined streets;
8. Art in public places; and

9. Design elements to increase pedestrian safety and comfort.

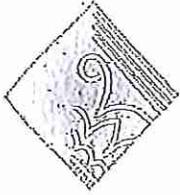
City staff has provided photos for the several locations within the City of Kerrville to help illustrate the places that where the streetscape concepts could be deployed. This type of project would typically provide nodal enhancements at key locations with linear improvements to connect them.

Kerrville's streetscape enhancement plan would include strategies to link to Louise Hays Park and the river trail in addition to the commercial areas immediately south of the river. Ideally, these improvements would facilitate interaction among the various segments of the city's core and create thematic consistency within the area.

**RECOMMENDED ACTION**

City staff requests that the EIC provide additional feedback regarding this project and recommends that the EIC Board schedule a "walking tour" of the project area.

**Exhibit 1**  
**Professional Design Services Proposal**  
**Downtown Streetscape Enhancement Master Plan**



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 Paron, 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)

PWL

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**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

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**Exhibit 2**  
**Sample Images**

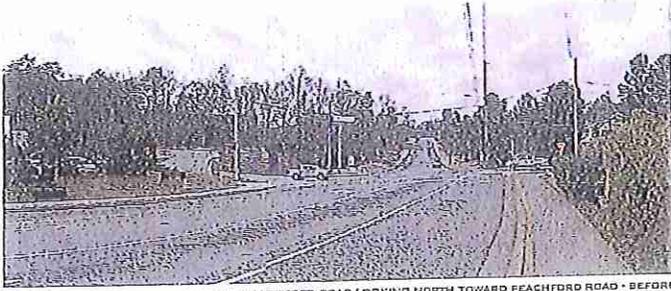




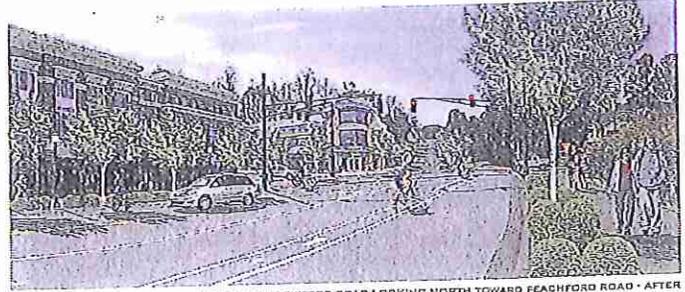




CONCEPTUAL STREETScape ON NORTH SHALLOWFORD ROAD

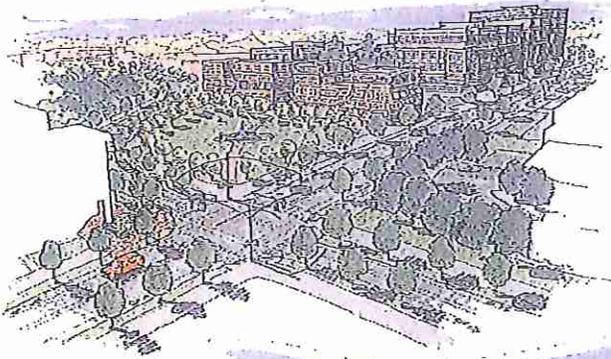


NORTH SHALLOWFORD ROAD LOOKING NORTH TOWARD PEACHFORD ROAD - BEFORE

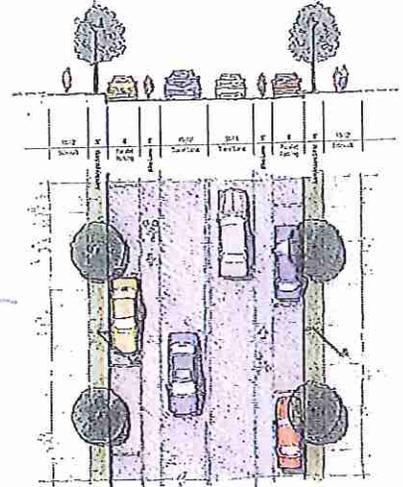


NORTH SHALLOWFORD ROAD LOOKING NORTH TOWARD PEACHFORD ROAD - AFTER

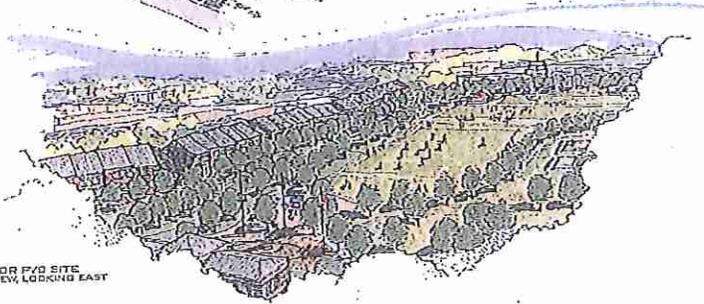
CONCEPT FOR FUTURE DUNWOODY PARK REDEVELOPMENT AND PEACHFORD ROAD EXTENSION  
BIRDS-EYE VIEW, LOOKING SOUTHEAST



CONCEPT FOR PEACHFORD ROAD EXTENSION  
DETAILED SECTION PLAN DIAGRAM



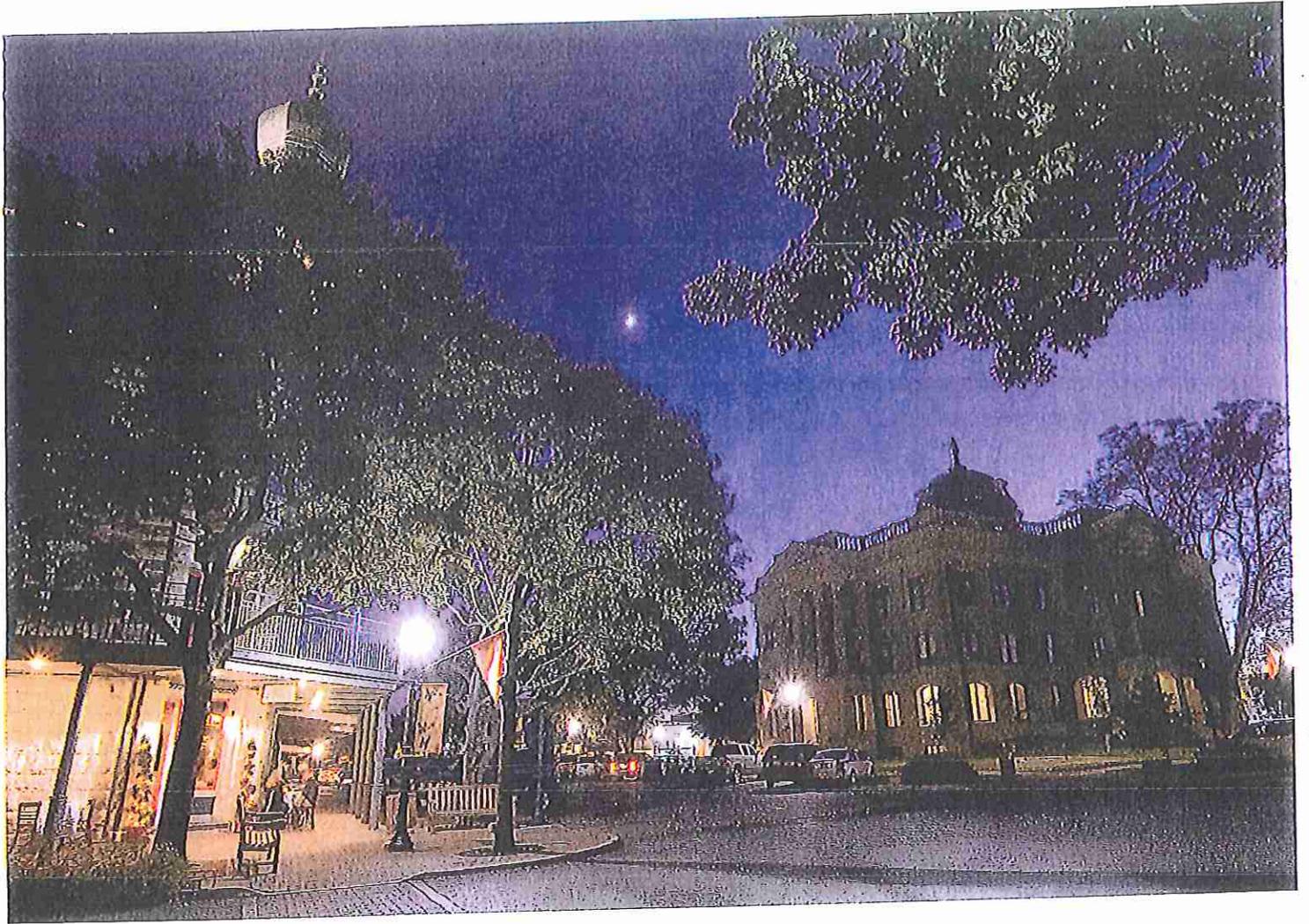
CONCEPT FOR PVD SITE  
BIRDS-EYE VIEW, LOOKING EAST

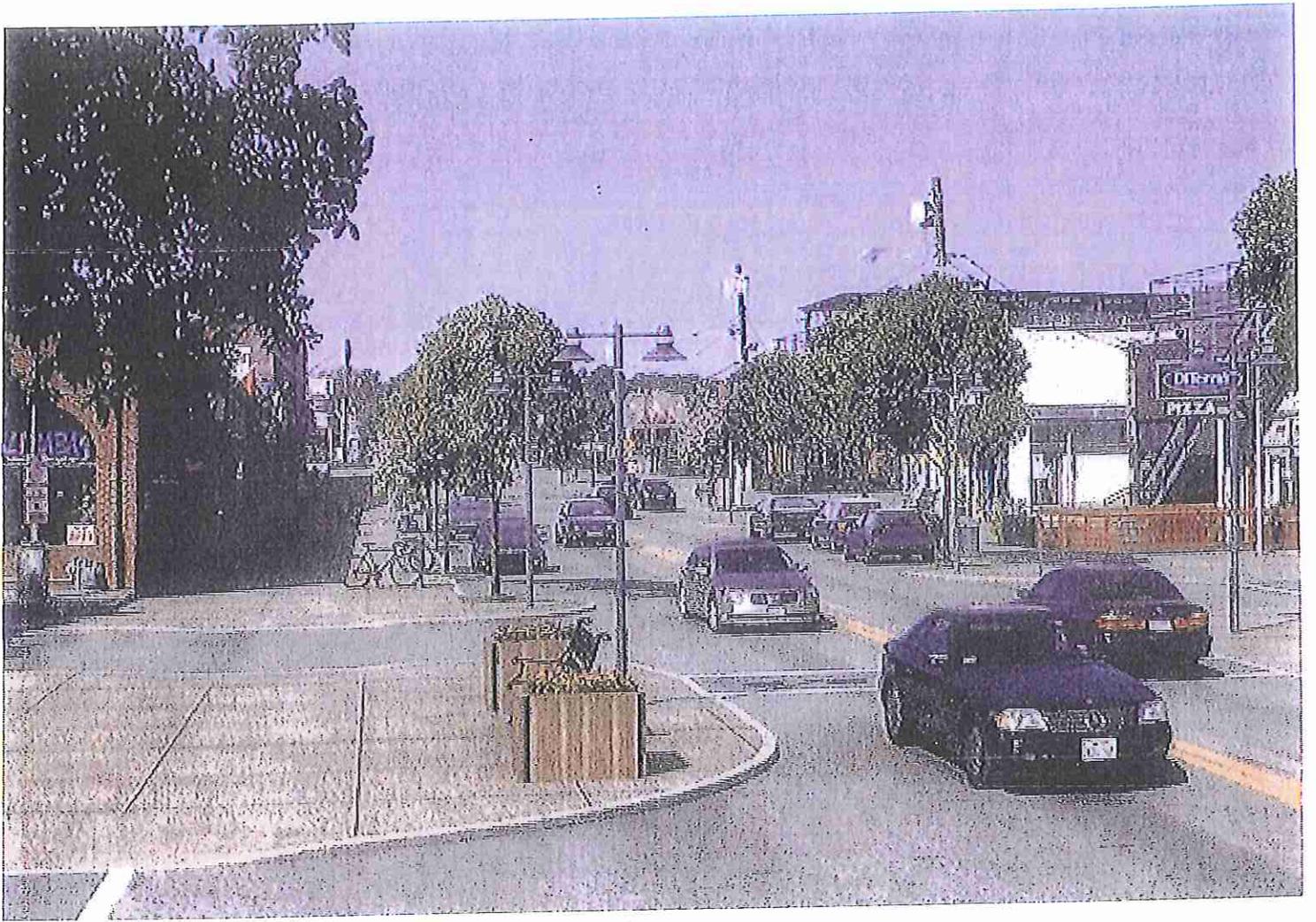


CITY OF DUNWOODY  
GEORGETOWN/NORTH SHALLOWFORD ROAD AREA MASTER PLAN

**DRAFT for Public Review**  
**January 19, 2011**

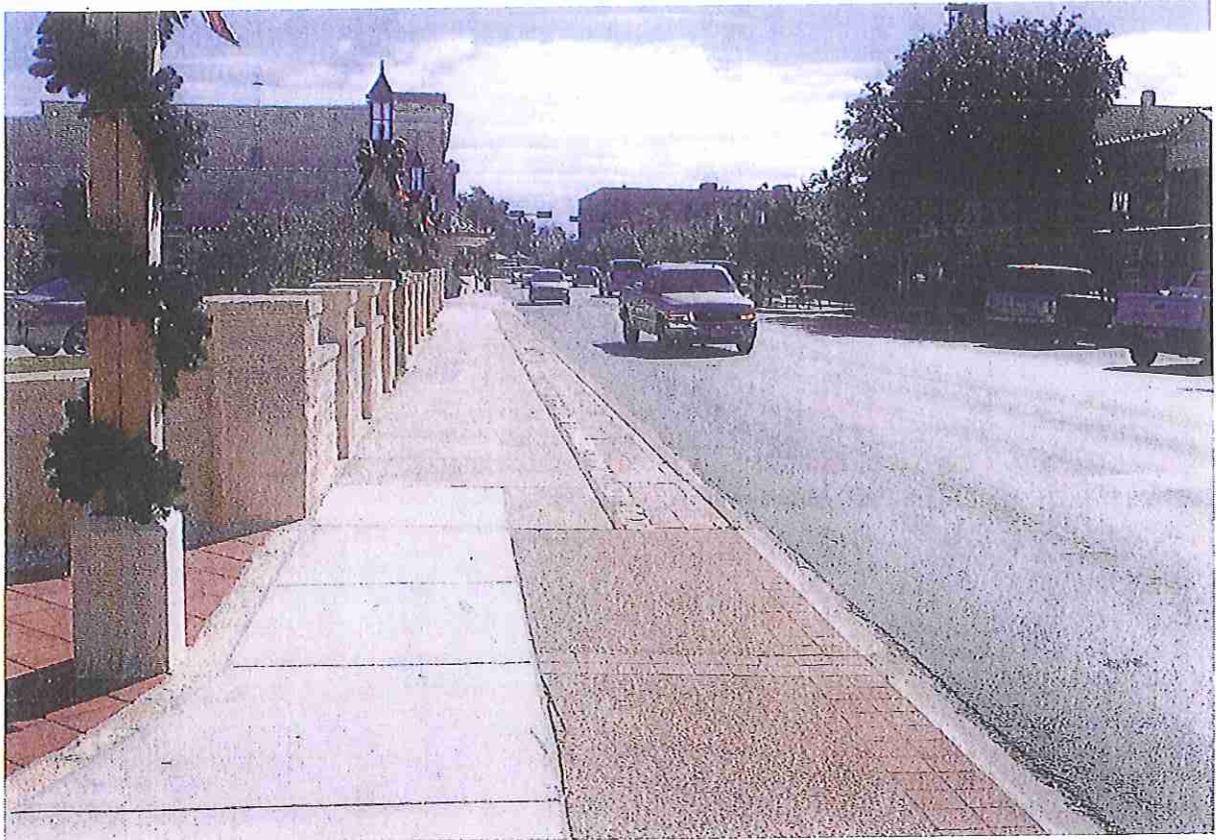
URBAN COLLAPSE, INC. | INDUSTRIAL AVENUE ASSOCIATION  
SCLC | KIMLEY-HORN AND ASSOCIATES, INC.





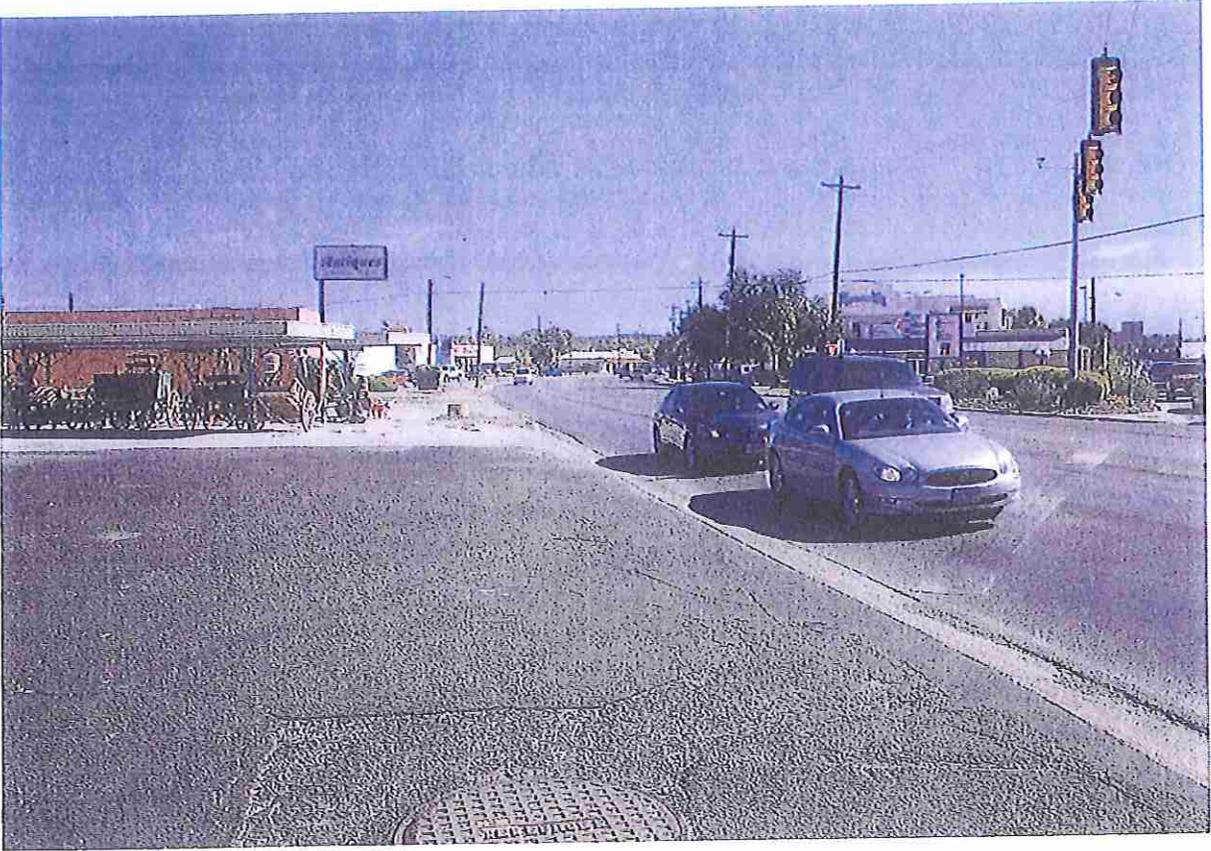


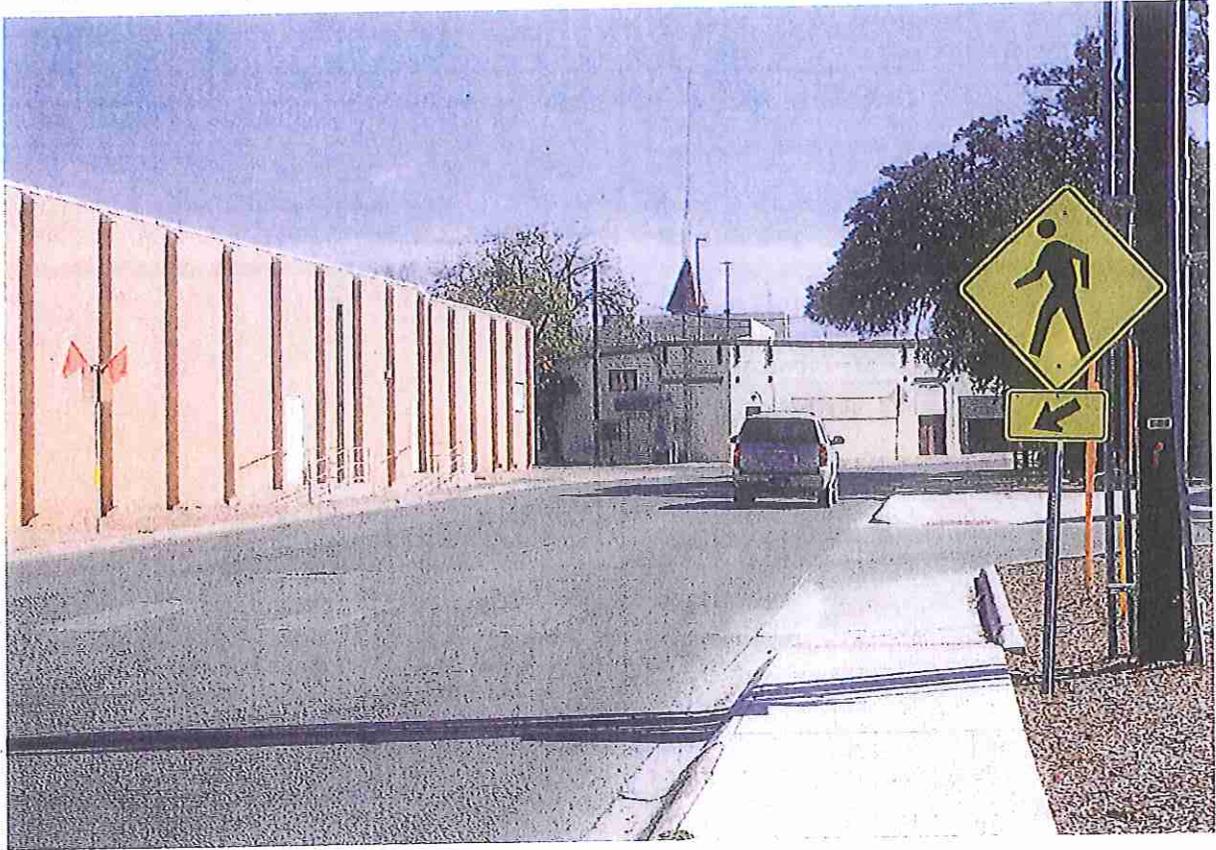
**Exhibit 3**  
**Pictures of Key Nodes**  
**within the City of Kerrville**



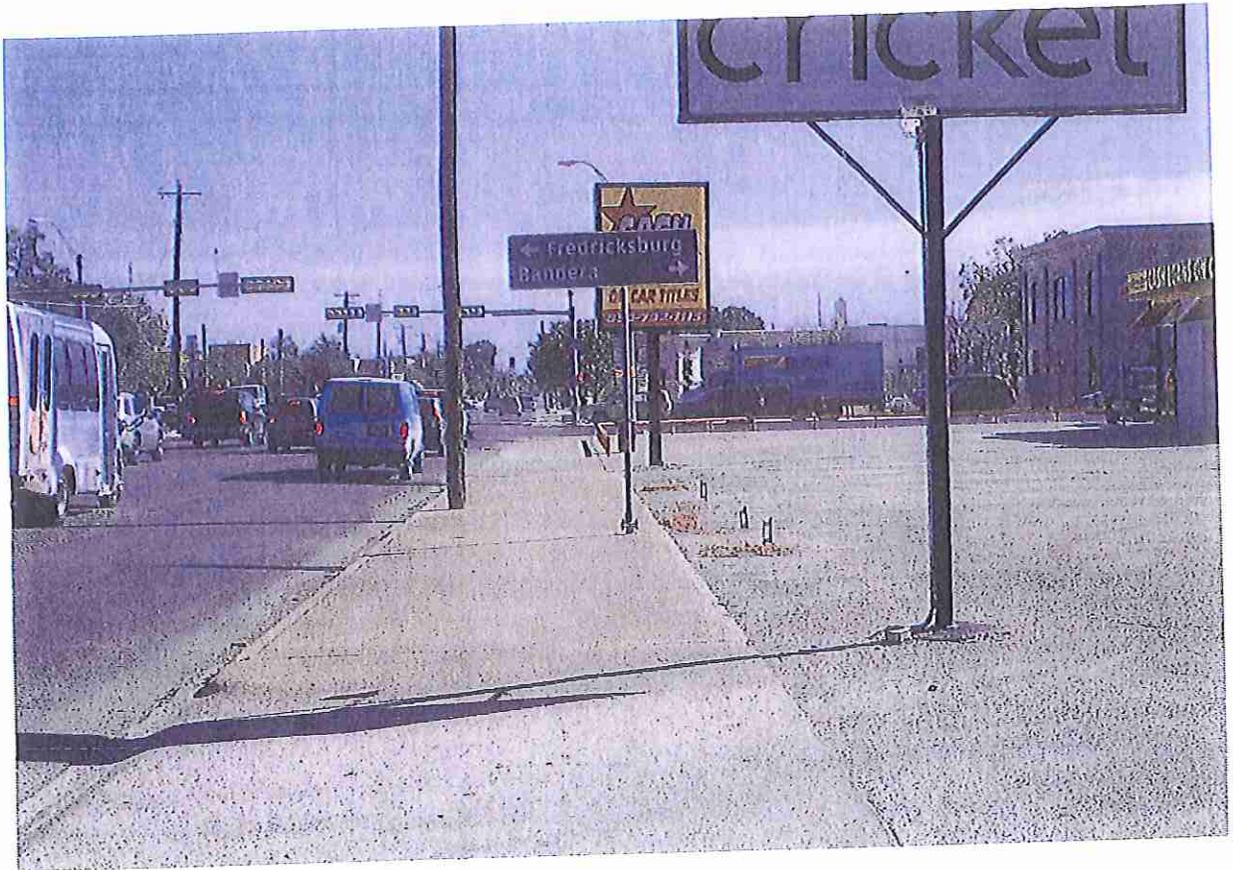




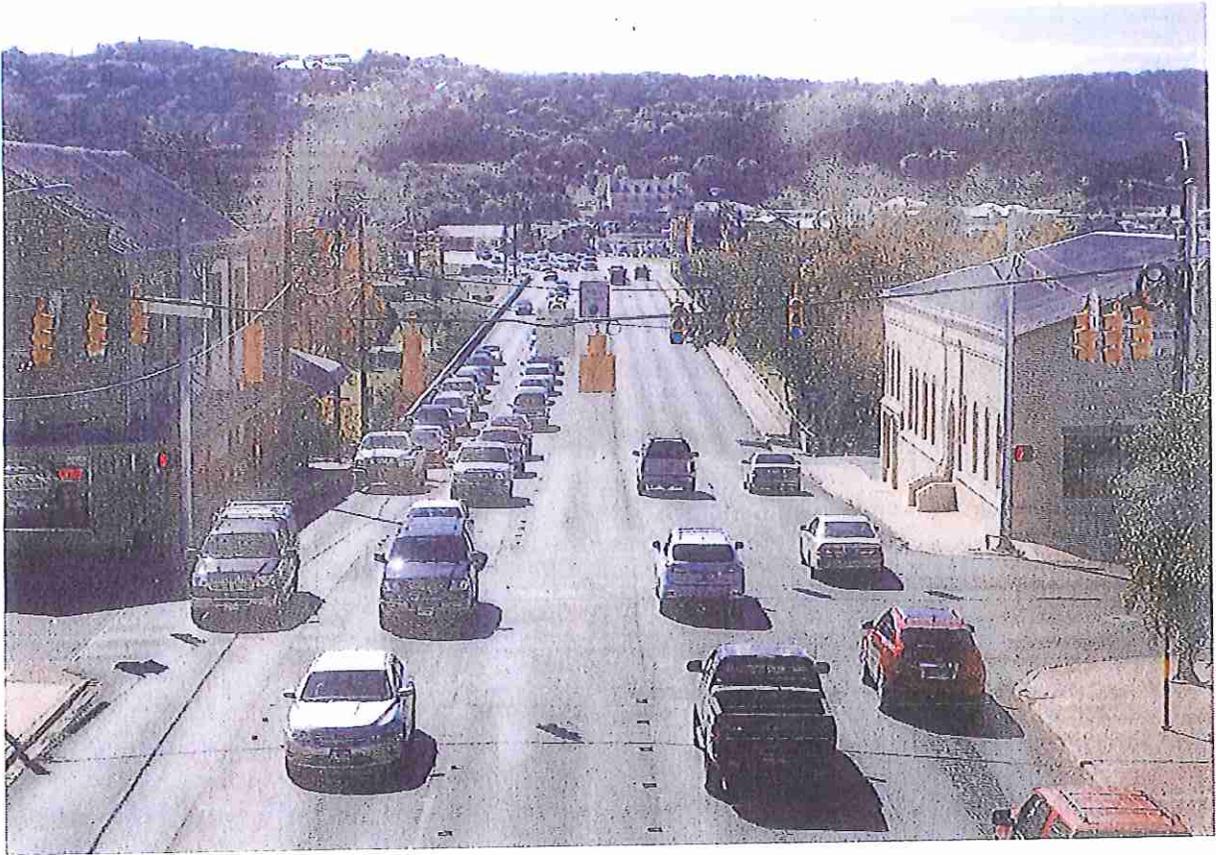






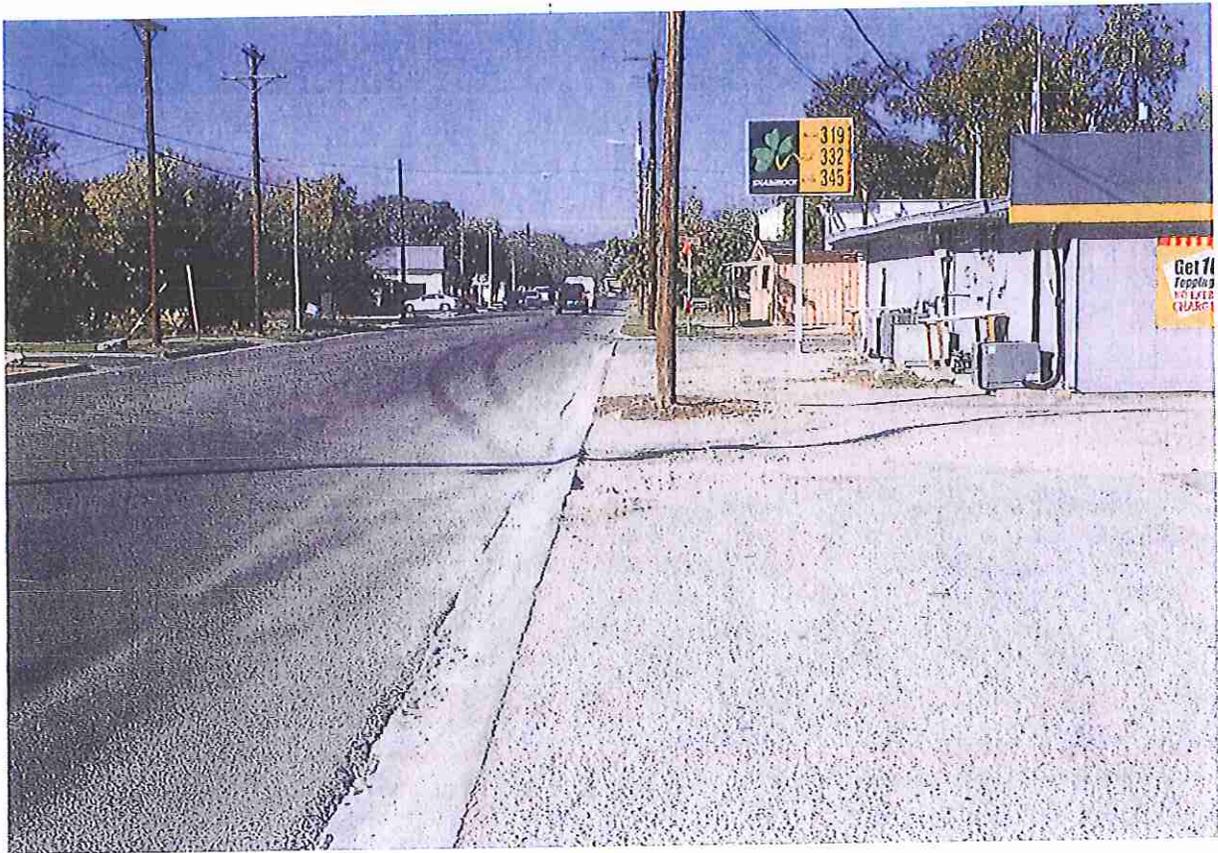








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## Agenda Item:

- 5A. Update regarding "Go" Team activities. (Parton)

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

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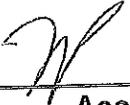
**SUBJECT:** Update on "Go Team" activities

**FOR AGENDA OF:** Nov. 19, 2012      **DATE SUBMITTED:** Nov. 14, 2012

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

**EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

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

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**SUMMARY STATEMENT**

The Economic Development "Go Team" has not met since the last EIC Board meeting of October 2012.

KEDC is currently working with two prospects and expects to schedule a Go Team meeting to discuss each one in the near future.

**RECOMMENDED ACTION**

This report is provided for informational purposes only and no action is required.

## Agenda Item:

5B. Update regarding the downtown wireless project. (Parton)

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

**SUBJECT:** Update Regarding the Downtown Wireless Project

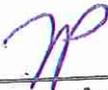
**AGENDA DATE:** November 19, 2012

**DATE SUBMITTED:** November 14, 2012

**SUBMITTED BY:** Ashlea Boyle,  
Special Projects Coordinator

**CLEARANCES:** Todd Parton,  
City Manager

**EXHIBITS/INFORMATION:** Usage Report

**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**

Staff are continuing to monitor and document the Downtown Wireless usage for Peterson Plaza. The attached graphs depict the trend analysis from October 4, 2012 – November 7, 2012.

Usage numbers are continuing to increase with Wednesdays as the peak day of week and noon as the peak usage time. Weekly usage has increased from 84 users to 314 over a 5 week period.

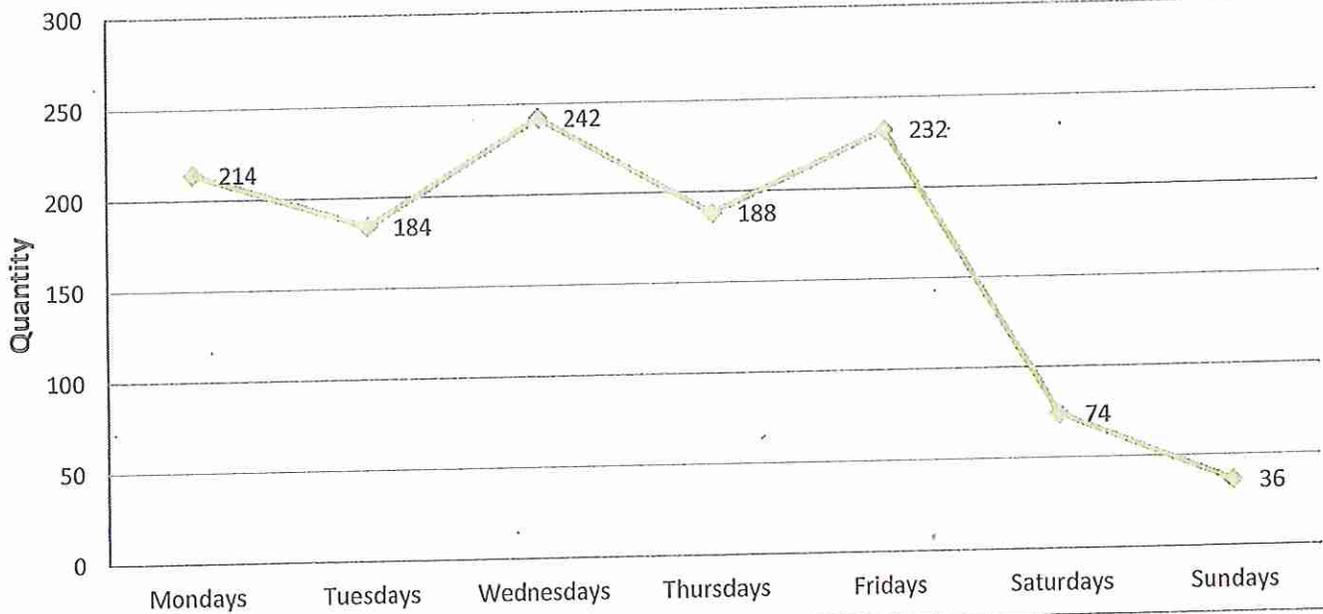
Staff will continue to provide monthly usage and trend analysis reports.

**RECOMMENDED COUNCIL ACTION**

For informational purpose only. No recommended action.

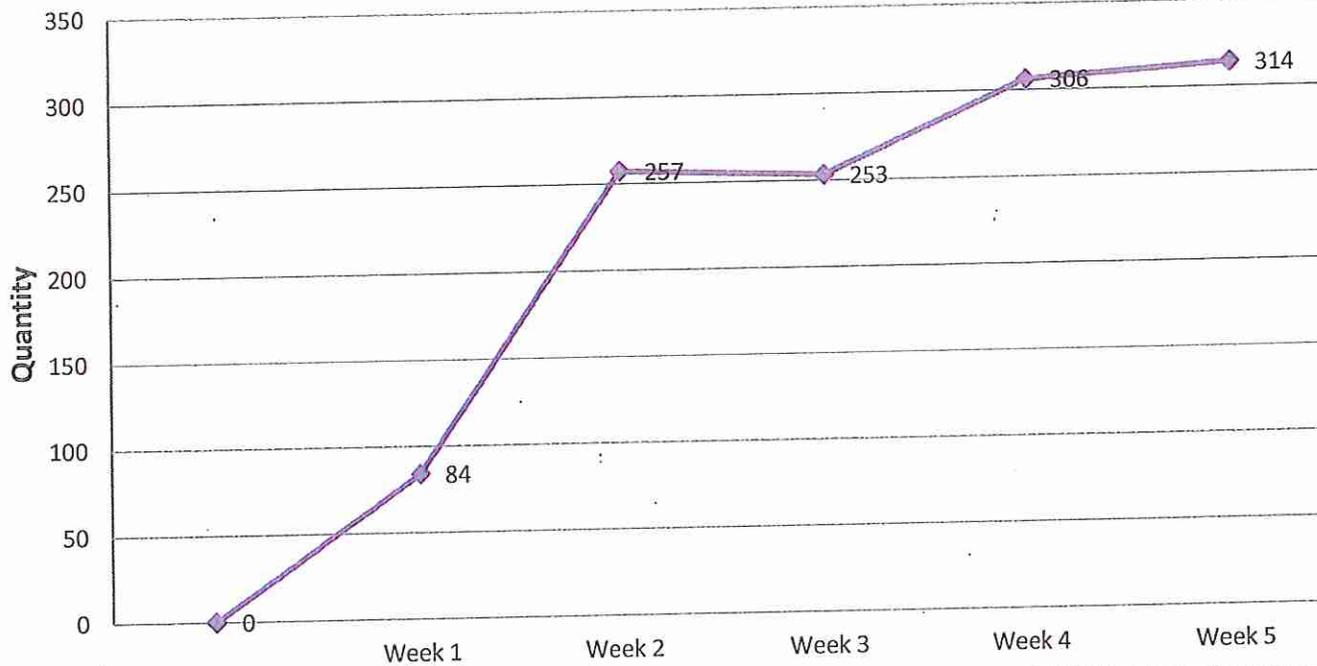
### Total Usage per Day of Week

Oct. 4 - Nov. 7, 2012



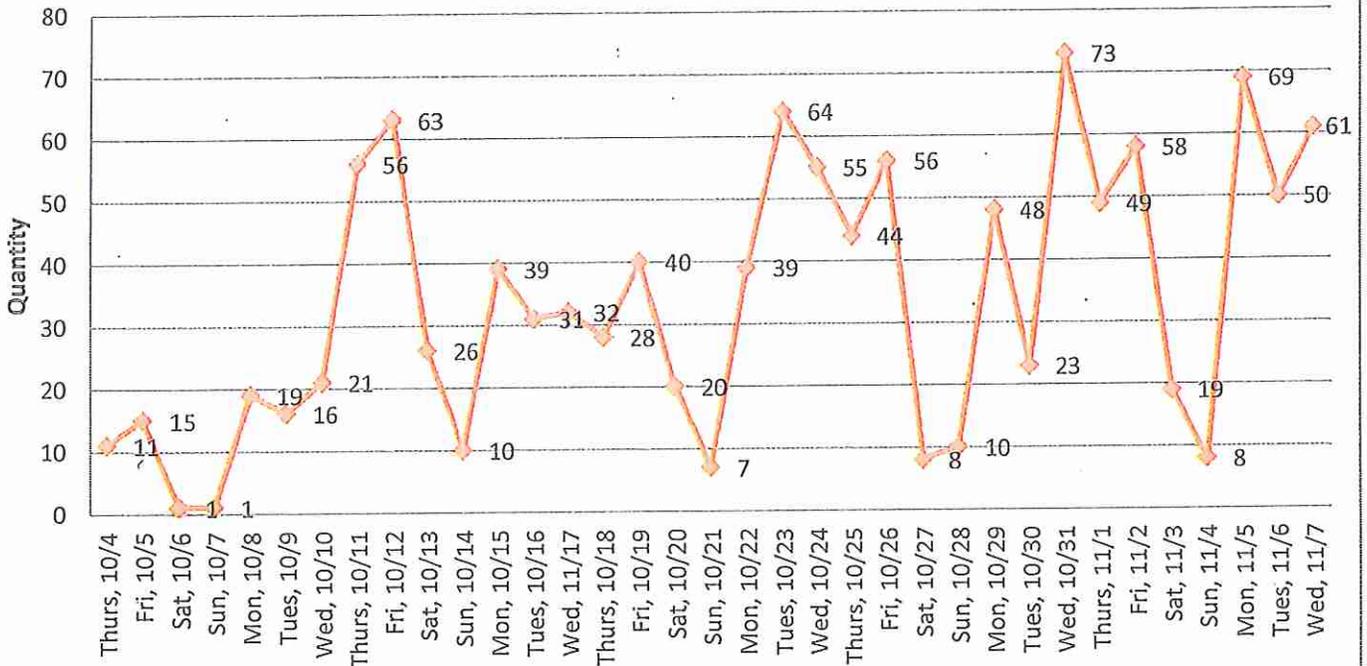
### Total Weekly Usage

Oct. 4 - Nov. 7, 2012



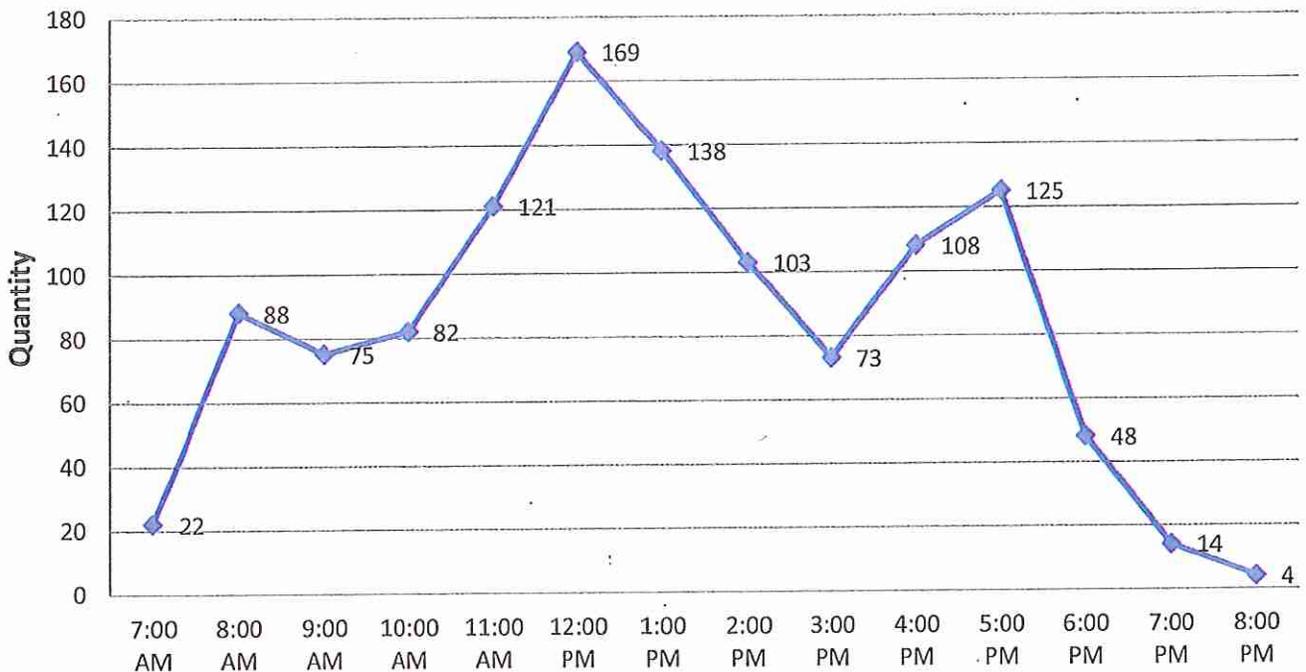
## Total Daily Usage

Oct. 4 - Nov. 7, 2012



## Total Hourly Usage

Oct. 4 - Nov. 7, 2012



## Agenda Item:

5C. Update regarding the Golf Course improvements. (Parton)

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

**SUBJECT:** Update Regarding the Golf Course Improvements

**AGENDA DATE:** November 19, 2012

**DATE SUBMITTED:** November 14, 2012

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

**CLEARANCE:** Todd Parton,  
City Manager

**EXHIBITS/INFORMATION:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**



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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

**SUMMARY STATEMENT**

Below is an update regarding the Schreiner Golf Course Improvements.

**Parking / Pavilion**

- Both approved by the City Council.
- Funding available December 15<sup>th</sup>.

**Parking**

- Survey and topography completed.
- Preliminary design to be completed this week, final design to be completed December 15, 2012.
- Design being completed in house by engineering staff.
- Advertisement of bids will be done in January.

**Pavilion**

- Preliminary design meeting held with Peter Lewis.
- Design contract executed.
- Geotech to be completed by December 1, 2012 and will require two bores.
- Design to be completed by December 15, 2012.
- Advertisement of bids will be done in January.

**RECOMMENDED COUNCIL ACTION**

For informational purpose only. No recommended action.