

**AGENDA FOR REGULAR MEETING**

**KERRVILLE CITY COUNCIL**

**TUESDAY, APRIL 22, 2014, 6:00 P.M.**

**KERRVILLE CITY HALL COUNCIL CHAMBERS**

**701 MAIN STREET, KERRVILLE, TEXAS**

**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR MEETING, TUESDAY, APRIL 22, 2014, 6:00 P.M.**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION** offered by Reverend Stockton Williams, Rector with St. Peter's Episcopal Church.

**PLEDGE OF ALLEGIANCE TO THE FLAG**

Those in attendance may stand if they wish.

**1. VISITORS/CITIZENS FORUM:**

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

**2. RECOGNITIONS AND PRESENTATIONS:**

- 2A. Presentation and recognitions of the Neighborhood Improvement Program. (staff)
- 2B. Resolution of Commendation to Susan Sander for service on the Parks and Recreation Advisory Board. (Mayor Pratt)
- 2C. Proclamation designating May as National Preservation month. (Mayor Pratt)

**3. CONSENT AGENDA:**

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

- 3A. Minutes of the city council regular meeting held March 25, 2014 and the special meeting held 5:30 p.m. on April 8, 2014. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, April 17, 2014 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig

\_\_\_\_\_  
City Secretary, City of Kerrville, Texas

3B. Contract with Zimmerman Construction Co., Inc. for the construction of the river trail project from Louise Hays Park to G Street in the amount of \$724,419.18 and authorize the city manager to execute additional change orders as necessary in an amount not to exceed the total contract amount of \$760,650.00. (staff)

3C. License agreement with Kerrville Kayak and Canoe, for operation of boat, tube and raft concession. (staff)

3D. Purchase of a New Holland tractor and Alamo Industrial boom mower through BuyBoard in the amount of \$125,664.00. (staff)

3E. Resolution No. 10-2014 amending Resolution No. 01-2014 that ordered the holding of a general election to be held on May 10, 2014, by changing the presiding judge of the central counting station. (staff)

3E. UNA RESOLUCIÓN QUE ENMIENDA LA RESOLUCIÓN NO. 01-2014 QUE ORDENÓ LA CELEBRACIÓN DE ELECCIONES GENERALES A COMO LLEVARSE A CABO EL 10 DE MAYO DEL 2014 PARA CAMBIAR AL JUEZ PRESIDENTE DE LA ESTACIÓN CENTRAL DE CONTEO. (staff)

**END OF CONSENT AGENDA**

**4. ORDINANCES, SECOND AND FINAL READING:**

4A. Ordinance No. 2014-07 amending Chapter 18 "Animals" of the City's Code of Ordinances by deleting Section 18-2 "Bird Sanctuary" and amending Section 18-79 "Domestic Pigeons"; containing a savings and severability clause; providing an effective date; and providing other matters relating to the subject. (staff)

4B. Ordinance No. 2014-08, amending the zoning district boundaries of the western portion of Lot 17, Block 1, Oak Hill Addition subdivision, otherwise known as 512 Barnett Street and located within the City of Kerrville, Kerr County, Texas, from the "R1-A" residential district to "RT" residential transition district; containing a cumulative clause; containing a savings and severability clause; and ordering publication. (staff)

**5. CONSIDERATION AND POSSIBLE ACTION:**

5A. Use of 380 agreements with tax deferrals in connection with the Kerrville Gateway Retail Center. (Councilmember Conklin)

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Brenda Craig  
City Secretary, City of Kerrville, Texas

5B. Adoption of the Water Master Plan Update prepared by Freese and Nichols, Inc.

**6. INFORMATION AND DISCUSSION:**

6A. Quarterly report by Playhouse 2000, Inc. (staff)

6B. Budget update. (staff)

**7. ITEMS FOR FUTURE AGENDAS**

**8. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**9. EXECUTIVE SESSION:**

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

Sections 551.071 and 551.072:

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

- Jefferson lift station
- River Trail.

Section 551.071:

- City of Kerrville, Texas, Plaintiff, v. C&C Groundwater Services, LLC; Old Republic Insurance Company; and CH2MHILL, Inc., Defendants, Cause No. 12276A, in the District Court of the 216th Judicial District, Kerr County, Texas.

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Brenda Craig  
City Secretary, City of Kerrville, Texas

Sections 551.071, 551.072 and 551.073:

Discuss the purchase, exchange, lease, sale, or value of real property; and a negotiated contract for a prospective gift or donation because deliberation in an open meeting would have detrimental effect on the position of the city in negotiations with a third person, related to the development of municipal facilities.

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

**11. ADJOURNMENT.**

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Brenda Craig  
City Secretary, City of Kerrville, Texas

## **Agenda Item:**

2A. Presentation and recognitions of the Neighborhood Improvement Program.  
(staff)

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

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**SUBJECT:** Development Services Neighborhood Improvement

**AGENDA DATE:** April 22, 2014

**DATE SUBMITTED:** April 14, 2014

**SUBMITTED BY:** Trina Sanchez, **CLEARANCES:** Danny Batts,  
Code Enforcement Manager Director of Building Services

**EXHIBITS:** Neighborhood Improvement Map

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

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

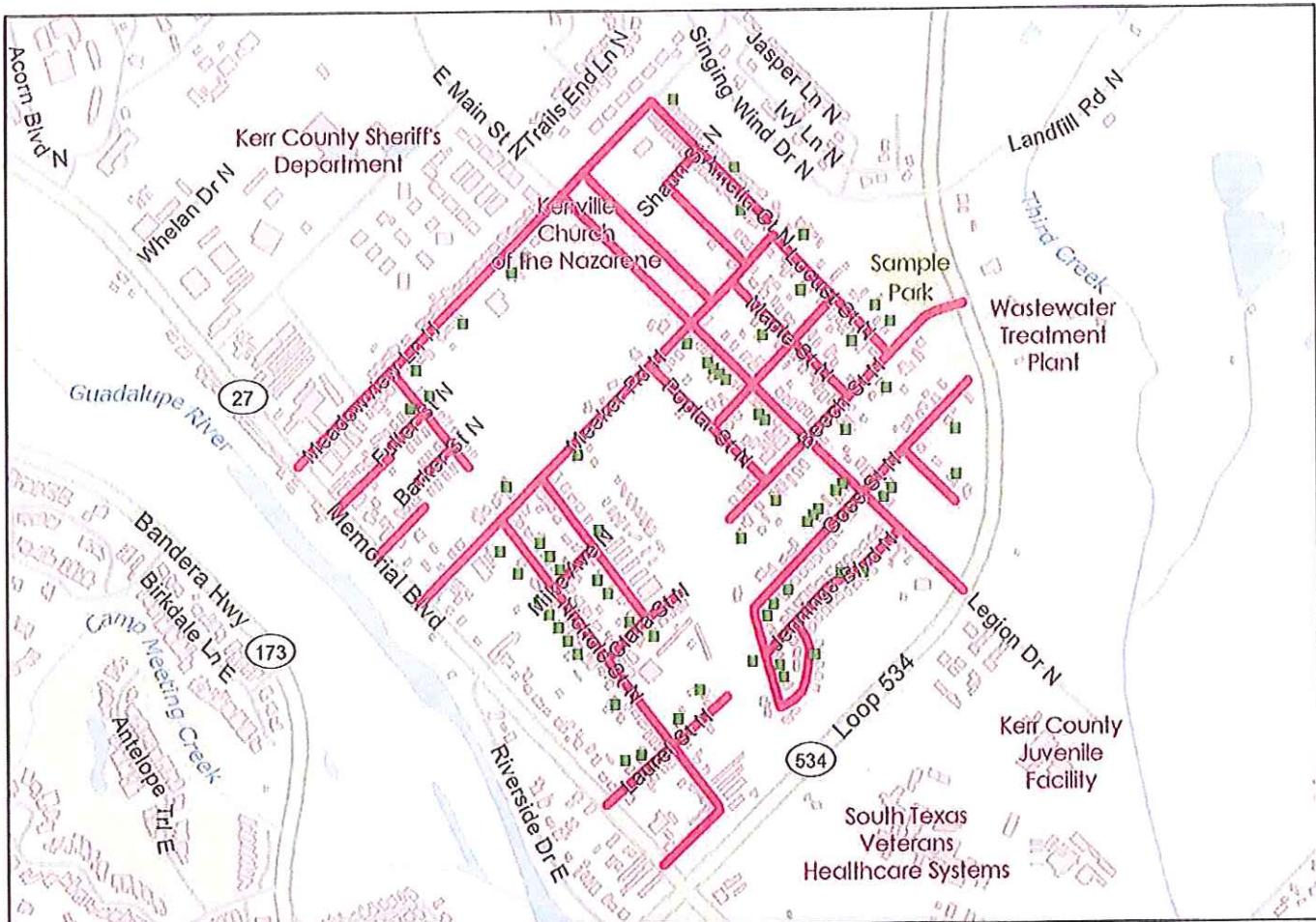
On Saturday, March 29, 2014, the City of Kerrville Development Services along with Partners in Ministry, and Schreiner University held its first Neighborhood Improvement Program from 8:30 A.M. to 2:00 P.M.

The first phase for the Neighborhood Improvement was held in the Legion Hills area, which has 422 residences. Residences in the Legion Hills area were able to have volunteers come on their property to help them clean up around their home.

The City crews picked up a total of 19.62 tons of brush, 51.05 tons of trash, and removed 300 tires from the properties.

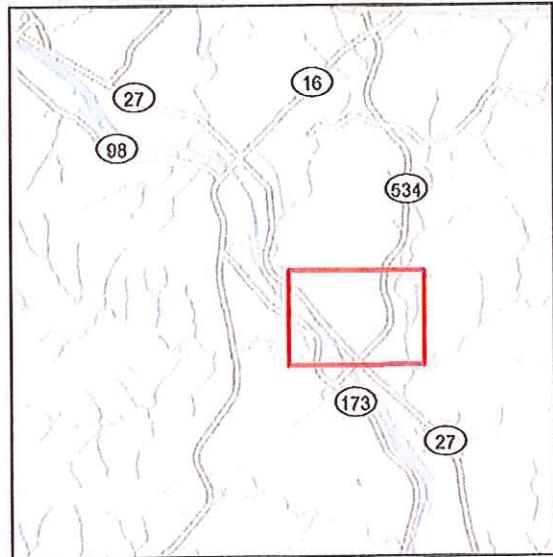
**RECOMMENDED ACTION**

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



### Streets Involved

Agarita St N	Laurel St N
Amelia Ct N	Legion Dr N
Barker St N	Locust St N
Beech St N	Maple St N
Burleson Blvd N	Meadowview Ln N
Canyon Dr N	Meeker Rd N
Clara St N	Mesquite St N
Ernest St N	Mike Ave N
Flanders Dr N	Nichols St N
Fuller St N	Patriot Dr N
Glenn McGinnis Dr N	Poplar St N
Goss St N	Rankin Nix Dr N
Hunt St N	Richardson St N
Jennings Blvd N	Shaun St N



### Neighborhood Cleanup Area

#### Legend

- Potential Cleanup Assistance Locations
- Neighborhood Cleanup Streets

0 500 1,000 1,500 2,000 Feet



Exported By: joyoung  
Exported On: 1/29/2014 04:30 PM

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

## **Agenda Item:**

2B. Resolution of Commendation to Susan Sander for service on the Parks and Recreation Advisory Board. (Mayor Pratt)



## City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

### RESOLUTION AND COMMENDATION

**WHEREAS**, **SUSAN SANDER** has served as a member of the Parks and Recreation Advisory Board with the date of service beginning April 13, 2010 and

**WHEREAS**, **SUSAN SANDER** has served faithfully and dutifully on said board;

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

That **SUSAN SANDER** be recognized for outstanding service as a member of the Parks and Recreation Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 22<sup>nd</sup> day of April, 2014.

ATTEST:

Brenda G. Craig  
Brenda G. Craig, City Secretary



Jack Pratt  
Jack Pratt, Mayor

Carson Conklin  
Carson Conklin, Mayor Pro Tem

Stacie Keeble  
Stacie Keeble, Councilmember

T. Justin MacDonald  
T. Justin MacDonald, Councilmember

E. Gene Allen  
E. Gene Allen, Councilmember

## **Agenda Item:**

2C. Proclamation designating May as National Preservation month. (Mayor Pratt)



## PROCLAMATION

**WHEREAS**, Historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

**WHEREAS**, Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

**WHEREAS**, It is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

**WHEREAS**, "New Age of Preservation: Embark, Inspire, Engage" is the theme for National Preservation Month 2014, co-sponsored by Kerrville Main Street and the National Trust for Historic Preservation,

**NOW, THEREFORE, I**, Jack Pratt, Mayor of the City of Kerrville, Texas, do proclaim May 2014 as

### **"NATIONAL PRESERVATION MONTH"**

and call upon the citizens of Kerrville to join their fellow citizens across the United States in recognizing and participating in this special observance.



**IN WITNESS WHEREOF,**  
I have hereunto set my hand and  
caused the Seal of the City of  
Kerrville to be affixed hereto, the  
\_\_\_\_ day of \_\_\_\_\_, 2014.

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

## **Agenda Item:**

3A. Minutes of the city council regular meeting held March 25, 2014 and the special meeting held 5:30 p.m. on April 8, 2014. (staff)

CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
MARCH 25, 2014

On March 25, 2014, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Pastor James Wilson, of the Kerr Christian Center, followed by the Pledge of Allegiance led by Police Chief John Young.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
Jason Lutz	City Planner
Stuart Barron	Director of Public Works
John Young	Police Chief
Robert Ojeda	Fire Chief

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

**1. VISITORS/CITIZENS FORUM:**

1A. Bill Bacon, member of the Military Order of the Purple Heart, Chapter 814, invited the public to attend the welcome home party sponsored by the Hill Country Veterans Alliance on Sunday, March 30 at the YO Hotel. This date marks the 41<sup>st</sup> anniversary of the veterans return from Viet Nam.

**2. CONSENT AGENDA:**

Mr. Conklin removed Item 2D from the consent agenda.

Mr. MacDonald moved to approve consent agenda items 2A, 2B, 2C, 2E, and 2F; Mr. Conklin seconded the motion, and it passed 5-0:

2A. Minutes of the city council special meeting held March 6, 2014, and the city council regular meeting held March 11, 2014.

2B. Amendment to the license agreement with the Texas Hill Country Senior Softball League for the use of Singing Wind Park fields.

2C. Resolution No. 06-2014 abandoning and terminating a sign easement generally located at the northwest corner of the intersection of Sidney Baker Street (State Highway 16) and Main Street (State Highway 27), consisting of the corner of the City Hall site (701 Main Street); and ordering recording.

2E. Authorize extension of the bank depository agreement with Wells Fargo for the period July 1, 2014, through December 31, 2014.

2F. Resolution No. 07-2014 amending Resolution No. 01-2014 that ordered the holding of a general election to be held on May 10, 2014, by changing the election judge and the central counting station manager.

2F. UNA RESOLUCIÓN 07-2014 QUE ENMIENDA LA RESOLUCIÓN NO. 01-2014 QUE ORDENÓ LA CELEBRACIÓN DE ELECCIONES GENERALES A LLEVARSE A CABO EL 10 DE MAYO DEL 2014 PARA CAMBIAR AL JUEZ ELECTORAL Y EL ADMINISTRADOR DE LA ESTACIÓN CENTRAL DE CONTEO.

**END OF CONSENT AGENDA**

2D. Authorize construction contract to GG & G General Construction, Inc. for the construction of the section of river trail project from G Street to Kerrville Schreiner Park in the amount of \$1,753,535.00 and additional change orders which may exceed \$50,000.00 but not to exceed the total project budget of \$1,853,535.00, funding available from the 2011 certificates of obligation.

Ms. Ondrias noted the bid was slightly under the estimated \$2.1 million budget for this segment of the river trail project, which included design and engineering. The added alternatives were trailheads and paving of the G Street parking lot, which would be accomplished with city crews.

Mr. Conklin moved to approve the contract as presented; Mr. Allen seconded the motion and it passed 5-0.

**3. PUBLIC HEARING AND RESOLUTION:**

3A. Resolution No. 05-2014 repealing Resolution 03-2014 and granting a conditional use permit for an approximate 1.03 acres tract of land consisting of Lots 21, 22, 23, and 24, Block G, of the B.F. Cage Addition, a subdivision of the City of Kerrville, Kerr County, Texas, otherwise known as 820 Sidney Baker Street (State Highway 16) and located within the N-21 zoning district; by permitting said property to be used for restaurant, general; and making said permit subject to certain conditions and restrictions.

Mr. Lutz noted the city failed to hold a public hearing on this matter on February 25 prior to approving Resolution No. 03-2014. There were no changes to the proposed use or site between the previous and the proposed resolutions. The applicant met the state's distance requirement of 300 ft. from a church or school to be able to sell alcohol.

Mayor Pratt opened the public hearing at 6:07 p.m.; no one spoke; Mayor Pratt closed the public hearing at 6:08 p.m.

Mr. MacDonald moved to approve Resolution No. 05-2014; Mr. Allen seconded the motion and it passed 5-0.

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

##### **4A. Ordinance 2014-06 amending the budget for fiscal year 2014 to allocate \$500,000.00 for repairs to structures at the Kerrville/Kerr County Airport.**

Mr. Parton noted the budget amendment would allocate \$500,000 from the reserve fund for building and roofing repairs for six buildings that were jointly owned by the city and county at the airport. The buildings were currently occupied by Mooney International (MI), a new entity that acquired the former Mooney Aviation Corp. (MAC) name and was beginning production of airplanes. The airport board and MI were negotiating a new lease for MI to occupy the buildings as the prior lease with MAC expired. The MAC lease stated that the buildings would be maintained by MAC, but that did not happen and the buildings deteriorated over several decades. The new MI applied to the Economic Improvement Corporation (EIC) requesting \$1 million for building and roof repairs; however, EIC policy required that application be made prior to starting a project, and the Mooney project was well underway so it did not meet the requirements for economic development. MI received a cost estimate of \$1 million for 300 sq. ft. of roofing, with a 15 year warranty.

Mr. Parton noted that using \$500,000 from the reserve fund would leave \$6.6 million at the end of the fiscal year, equivalent to a 30% reserve operating fund balance, and would not affect the city's financial standing. He proposed that a design professional be hired to prepare bid specifications. The allocation would be based on actual contract price and be transferred to the airport board who would then manage the bidding and contracting process in accordance with TxDOT standards, and any remaining funds would be returned to the city and county equally. He recommended approval of the budget amendment with the following conditions:

1. The \$500,000 be disbursed concurrent with Kerr County's equal allocation.
2. The repair to the roofs be conducted as an airport board project following the appropriate public bidding processes.
3. The actual amount of funds be based on an equal split of the costs between the city and the county based upon the airport board's final contract price.

Council also discussed the following:

- The facilities were jointly owned and needed repair due to neglect by MAC over several decades, and lack of enforcement by the city, county, and airport board as specified in the MAC lease.
- The \$500,000 was not proposed to go to the new MI, but was to repair buildings owned by the city and county.
- MI spent \$3 million on infrastructure and new equipment that could not be installed until roof repairs were completed; some equipment had to be covered with plastic to protect it from rain. Additional employees would be hired after equipment was installed.
- The lease being negotiated with MI included a commitment by MI to keep the buildings up to standards.
- Members of the Kerr County Commissioners' Court (KCCC) and Airport Board (AB) were invited to participate in the same discussions with MI as the city had been invited to.

- KCCC met in executive session on March 24 and received an update on the subject; two commissioners stated they supported funding the repairs.
- If MI did not lease the property, the city and county would still have to make repairs before the buildings could be leased to another tenant.
- The newspaper reported that the mayor had already stated that the city would provide the money; Ms. Keeble reminded the mayor that the council had previously asked that he not speak on behalf of the city council unless city council voted on an issue. Mayor Pratt stated he had been misquoted.
- Why was the requirement for MAC to maintain the buildings not enforced? Mr. Parton noted that MAC had been at the facility for several decades and lack of maintenance resulted in deterioration over the years. In 2007-08 MAC ceased operations and the city, county, and airport board thought it best not to pressure MAC as it could force MAC out of business. MAC had no cash, was in various litigations, assets were frozen, and bankruptcy filings prevented the city and county from placing a lien on any of MAC's assets.
- Why were taxpayers being asked to fund repairs that were MAC's responsibility under the contract, and why was the lease allowed to lapse when MAC owed money for repairs? The lease terminated based on the terms of the lease; time expired.
- Was MI being required to put up any deposit, bond, insurance, etc. to ensure that the buildings would be maintained? Maintenance requirements would be part of the lease; also a requirement that should operations cease, MI would vacate the buildings. MI agreed to allow quarterly or biannual inspections.
- Concern about setting a precedent and giving preferential treatment to one business. Council had an obligation to the taxpayer, and the taxpayer should not have to pay for past mistakes; council should not use general fund reserve to help only one company.
- For several years the city had been repairing and replacing items that had been neglected in the past, such as a fire truck, streets, utility system, etc.; repairing assets owned by the city at the airport was sound financial planning.
- The city was charging county residents a fee to use the library; fewer people use the airport than use the library.
- The goal was to make the airport self-sufficient, and now the city and county were being asked to fund \$500,000 each.
- What ad valorem and sales tax could the city expect to receive? Mr. Parton noted the city and county owned the land and buildings so that would not be taxable; however, tax would be assessed on inventory and equipment.
- Jonas Titus, Executive Director of the Kerrville Economic Development Corporation, noted that economic modeling was being prepared and should be available by the end of week and a copy would be provided to city council. He noted that the equipment would be assessed for taxes and MI agreed to have Kerrville designated as the point of sale for sales tax.
- MAC never collected any sales tax on any plane sold. The state comptroller's office agreed that Kerrville could be listed as the point of sale, and MI agreed to support Kerrville as being the point of sale so Kerrville would receive the sales tax; however, some states did not have sales tax on airplanes, and the city may not want to force sales tax in those states because a buyer might purchase a

plane built elsewhere. The state comptroller would collect and enforce sales tax.

- MI did not apply to EIC for funding as an economic development project. Mr. Parton noted one requirement of an EIC application was to make application before a project started, and MI's project was well under way. This request for funding was not based on economic development, rather, it was a repair of city and county owned facilities.
- If MI were not operating in these buildings, the city and county would still have to repair the buildings before any commercial enterprise would lease the property.
- Should also consider the economic impact of MI on employment and sales tax. Currently MI had over 70 employees with average salary at \$52,000, and may have 200-300 employees in the future.
- The buildings were neglected in the past, but that was prior city and county administrations; the city and county have a responsibility to repair and maintain assets that they own.
- MI may be a new company, but it had taken over the production of the same product, still had the same name, and hired the same employees; this was the same company, and MI should take responsibility for not maintaining the buildings in the past.
- Generally accepted business practice that when buying a business the buyer assumed the name and assets but not the responsibility of the previous owner; also general assumption that the intellectual and physical assets were transferred and not the corporation.

Mr. MacDonald moved for approval of Ordinance No. 2014-06 on first reading as presented with the following stipulations:

1. The \$500,000 be disbursed concurrent with Kerr County's equal allocation.
2. The repair to the roofs be conducted as an airport board project following the appropriate public bidding processes.
3. The actual amount of the funds to be disbursed be based upon an equal split of the costs between the city and the county based upon the airport board's final contract price.

Further, that staff contact the Airport Board and Kerr County Commissioners' Court and request a joint meeting with the city. Mr. Conklin seconded the motion and it passed 4-1 with Messrs. MacDonald, Conklin, Allen, and Pratt voting in favor of the motion and Ms. Keeble voting against the motion.

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

5A. Kerrville Beautification Advisory Committee's (BAC) proposed beautification recognition program.

Ms. Boyle noted the resolution that created the BAC also charged BAC with creating a beautification recognition program.

Brandon Douglass, BAC Chairman, presented aspects of a beautification recognition program and reviewed criteria for evaluation of residential and commercial properties. The goal of the program would be to encourage owners to enhance and maintain their property through recognition. The committee would meet quarterly and nominate businesses and residences for recognition

and present recipients with a certificate and a sign to be displayed on their property. The BAC would get price quotes for signage and request funds to purchase the signs.

Council discussed water conservation and use of natural resources as an evaluation component of the program.

Ms. Keeble moved to approve the program as presented; Mr. Conklin seconded the motion and it passed 5-0.

**5B. Submitted bids for construction of the Louise Hays Park improvements project.**

Mr. Parton noted two bids were received for the project, and both exceeded the project budget. He recommended council reject all bids received and authorize staff to re-scope and separate the project into independent segments; this would give local contractors an opportunity to bid on segments of the project, and some parts could be accomplished in-house. He noted salary savings due to recent downsizing and restructuring and proposed to create a project manager position in the engineering department, noting that the engineering staff had been cut from three persons to one. The project manager would oversee management of the river trail and park improvement projects and other infrastructure projects in the future. He opined that this direction would accomplish the project on schedule and within budget.

Ms. Ondrias noted that GG & G Construction, the contractor on the first segment of the river trail, expressed interest in bidding on the next segment of the trail.

Mr. MacDonald moved to reject all bids received for the Louise Hays Park improvements project and to direct staff to re-scope and rebid the project in segments as proposed by staff. Mr. Allen seconded the motion and it passed 5-0.

**5C. Repealing Section 18-2, "Bird Sanctuary" of the City of Kerrville's Code of Ordinances.**

Councilmember MacDonald requested council consider repealing Section 18-2. He noted that federal and state laws already addressed this issue and the city's ordinance was duplicative and encroached on citizens' rights by making it illegal to remove nuisance birds that could be hazardous to human health and safety.

Mr. MacDonald moved to direct staff to draft an ordinance repealing Section 18-2 of the Code of Ordinances; Mr. Conklin seconded the motion and it passed 5-0.

**6. INFORMATION AND DISCUSSION:**

**6A. Mardi Gras post event report.**

Ms. Boyle reviewed highlights of the Mardi Gras on Main event held March 4 and noted nine restaurants provided food at no cost. The event netted approximately \$12,000; Main Street Advisory Board would evaluate special downtown projects for funding.

6B. Staff update on state's community water watch list.

Mr. Barron noted that the Texas Water Development Board designated the Kerrville area as being in extreme drought condition. TWDB recognized 4,642 active community water systems, of which 1,137 had implemented drought contingencies. He noted several neighboring communities that were on the 180 day watch list and entities that were on the two year watch list, meaning that those communities may likely run out of water without significant rainfall. Kerrville was not on the watch list. Kerrville had four water sources: 1) groundwater; 2) surface water from the river; 3) surface water stored in Nimitz Lake; and 4) water stored in aquifer storage recovery (ASR) wells. Based on a consumption rate of 3 million gallons a day, the city had 91 days of water in Nimitz Lake, 253 days in ASR, and one year in groundwater supply. He noted that the average riverflow this time of year was 130 cubic feet per second; currently it is 25 cfs. The city was currently in Stage 1 and had 759 million gallons in ASR. The current rainfall deficit was 5.5 inches.

Council discussed the possibility of going into more strict water conservation stages if the rainfall deficit continued. Mr. Barron noted the drought contingency plan was triggered on demand and supply of water available; however, the city may consider implementing Stage 2 before the state watermaster required more strict conservation; staff would monitor the situation closely. He also noted that when the trees start to bloom, they consume 3-10 cfs water.

Mayor Pratt noted potential legislation being introduced in Austin that would do away with headwaters groundwater conservation districts in Texas and give more power to the state to control local water; HGCD passed a resolution opposing this legislation.

6C. Budget and economic update.

Ms. Yarbrough reviewed the financial report ending February 2014. She noted water sales were low in February due to winter averaging; sales tax was holding steady at 4.5-5% over the same time last year; and permits for new residences were 20 as compared to 13 for the same period 2013.

7. ITEMS FOR FUTURE AGENDAS: None.

8. ANNOUNCEMENTS OF COMMUNITY INTEREST: None.

9. EXECUTIVE SESSION: None.

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

ADJOURNMENT. The meeting adjourned at 7:24 p.m.

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

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

ATTEST:

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

CITY COUNCIL MINUTES  
SPECIAL MEETING

KERRVILLE, TEXAS  
APRIL 8, 2014

On April 8, 2014, the Kerrville City Council special meeting was called to order by Mayor Pratt at 5:30 p.m. in the city hall upstairs conference room, 701 Main Street.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Stacie Keeble	Councilmember
Gene Allen	Councilmember
Justin MacDonald	Councilmember

COUNCILMEMBER ABSENT:

Carson Conklin	Mayor Pro Tem
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CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Dieter Werner	City Engineer
Stuart Barron	Assistant Director of Public Works

**EXECUTIVE SESSION:**

Ms. Keeble moved for the city council to go into executive closed session under Section 551.071 of the Texas Government Code; the motion was seconded by Mr. Allen and passed 4-0 to discuss the following matter:

Section 551.071:

- City of Kerrville, Texas, Plaintiff, v. C&C Groundwater Services, LLC; Old Republic Insurance Company; and CH2MHILL, Inc., Defendants, Cause No. 12276A, in the District Court of the 216th Judicial District, Kerr County, Texas.

At 5:30 p.m. the regular meeting recessed and council went into executive closed session at 5:31 p.m. The executive closed session recessed and council returned to open session at 5:58 p.m. The mayor announced that no action had been taken in executive session. No action was taken during open session following the executive closed session.

**ADJOURNMENT:** The meeting adjourned at 5:58 p.m.

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

Jack Pratt, Jr., Mayor

ATTEST:

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Brenda G. Craig, City Secretary

## **Agenda Item:**

3B. Contract with Zimmerman Construction Co., Inc. for the construction of the river trail project from Louise Hays Park to G Street in the amount of \$724,419.18 and authorize the city manager to execute additional change orders as necessary in an amount not to exceed the total cost of \$760,650.00. (staff)

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

**SUBJECT:** Authorization for the City Manager to execute a construction contract with Zimmerman Construction Co., Inc. for the construction of the River Trail project from Louise Hays Park to G Street in the amount of \$724,419.18 and authorize the City Manager to execute additional change orders as necessary in amount not to exceed the total contract amount of \$760,650.00.

FOR AGENDA OF: April 22, 2014 DATE SUBMITTED: April 16, 2014

**SUBMITTED BY:** Dieter Werner, P.E.  **CLEARANCES:** Kristine Ondrias  
Director of Engineering Deputy City Manager

**EXHIBITS:** Bid Tabulation

**PAYMENT TO BE MADE TO:** Zimmerman Construction Co., Inc.  
P.O. Box 366  
Burnet, TX 78611

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
<b>\$760,650.00</b>	<b>\$4,928,194.46</b>	<b>\$6,000,000.00</b>	<b>B05</b>

## REVIEWED BY THE FINANCE DIRECTOR:

## SUMMARY STATEMENT

As part of the December 13, 2011 regular City Council meeting, Council approved the project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas (parks and trail system improvement project).

This Capital Improvement Project is funded by bond proceeds (B05) and includes a \$6,000,000.00 budget for engineering related services & construction. Funding from bond proceeds is as follows:

- \$3,449,745.15 from 2011A Bonds
- \$2,550,254.85 from 2012 Bonds

This portion of the river trail project includes approximately 6,100 linear feet of concrete trail and elevated walkways across drainage channels from Louise Hays Park to G Street. Construction of this portion of the trail project will also include trail heads at Louise Hays and Lehmann Monroe Parks.

The project's construction documents were completed and advertised for bids in April 2014. Five bids were received for the project on April 15, 2014, with Zimmerman Construction Co., Inc. as the lowest qualified bidder with a bid amount of \$724,419.18.

**RECOMMENDED ACTION**

The Director of Engineering recommends that Council authorize the City Manager to execute a construction contract with Zimmerman Construction Co., Inc. for the construction of the River Trail project from Louise Hays Park to G Street in the amount of \$724,419.18 and authorize the City Manager to execute additional change orders as necessary in amount not to exceed the total contract amount of \$760,650.00.

## Project Name: River Trail Package B

Engineering Number : PW12-008

River Trail Package B  
 PW#12-008  
 Bid Opening: April 15, 2014

Item	Description	Unit	Qty	Revegetation Services		Zimmerman Construction		M&C Fonseca Construction		Legends Landscapes, LLC		RL Rohde General Contractors		Unit Price	Total Amount
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount		
1	Mobilization bond and insurance (not to exceed 5% of base bid)	LS	1	\$62,000.00	\$62,000.00	\$32,850.18	\$32,850.18	\$18,000.00	\$18,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$35,570.04	\$35,570.04
2	Concrete structure for elevated walkway (Abutments and wingwalls including piers) (Complete in place) Sta. 67+07.14 and Sta. 67+31.14	EA	2	\$32,400.00	\$64,800.00	\$10,295.44	\$20,590.88	\$10,000.00	\$20,000.00	\$8,710.52	\$17,421.04	\$22,500.00	\$45,000.00	\$16,781.19	\$33,562.38
3	Concrete structure (8' wide) (Elevated sidewalks w/ curbing and toedown) (Complete in place) Sta. 21+82.50 to Sta. 21+97.50; Sta. 24+07.50 to Sta. 24+22.50; Sta. 27+45.00 to Sta. 27+55.00; Sta. 29+35.00 to Sta. 29+45.00	CY	27	\$1,495.00	\$40,365.00	\$526.29	\$14,209.83	\$300.00	\$8,100.00	\$382.38	\$10,324.26	\$1,000.00	\$27,000.00	\$740.73	\$19,999.82
4	Concrete structure (10' wide) (Elevated sidewalks w/ curbing and toedown) (Complete in place) Sta. 42+37.17 to Sta. 42+52.17; Sta. 44+02.67 to Sta. 44+17.67; Sta. 45+10.38 to Sta. 45+25.38; Sta. 58+93.95 to Sta. 59+08.95	CY	37	\$1,510.00	\$55,870.00	\$526.29	\$19,472.73	\$425.00	\$15,725.00	\$387.70	\$14,344.90	\$1,000.00	\$37,000.00	\$769.80	\$28,482.53
5	Concrete Trail (8' wide, 6" depth, 30" toedown) (Complete in place)	SY	2965	\$106.00	\$314,290.00	\$88.28	\$261,750.20	\$95.00	\$281,675.00	\$102.92	\$305,157.80	\$90.00	\$266,850.00	\$96.44	\$285,944.60
6	Concrete Trail (10' wide, 6" depth, 30" toedown) (Complete in place)	SY	2920	\$112.00	\$327,040.00	\$110.67	\$323,156.40	\$125.00	\$365,000.00	\$92.57	\$270,304.40	\$90.00	\$262,800.00	\$106.05	\$309,660.16
7	Concrete flatwork for trail/heads	SY	395	\$80.00	\$31,600.00	\$19.00	\$7,505.00	\$85.00	\$33,575.00	\$53.69	\$21,207.55	\$90.00	\$35,550.00	\$65.54	\$25,887.51
8	Shade structure foundation	LS	1	\$58,125.00	\$58,125.00	\$5,191.41	\$5,191.41	\$10,000.00	\$10,000.00	\$19,709.54	\$19,709.54	\$23,000.00	\$23,000.00	\$23,205.19	\$23,205.19
9	Elevated walkway (Complete in place) Sta. 67+07.14 to Sta. 67+31.14	LF	25	\$2,810.00	\$70,250.00	\$314.37	\$7,859.25	\$900.00	\$22,500.00	\$2,152.05	\$53,801.25	\$1,440.00	\$36,000.00	\$1,523.28	\$38,082.10
10	Limestone retaining wall (height varies) (Complete in place) Sta. 67+55.00 to Sta. 68+40.77	LF	290	\$780.00	\$226,200.00	\$109.77	\$31,833.30	\$175.00	\$50,750.00	\$134.96	\$39,138.40	\$101.00	\$29,290.00	\$260.15	\$75,442.34
Base Bid Total					\$1,250,540.00		\$724,419.18		\$825,325.00		\$786,409.14			\$792,490.00	\$875,836.66
Add Alternate - Add extra 2'0" width to 8'0" portion of River Trail															
A4.1	Add additional 2'0" width to concrete trail (10' wide, 6" depth, 30" toedown) (Complete in place)	SY	680	\$112.00	\$76,160.00	\$43.57	\$29,627.60	\$30.00	\$20,400.00	\$40.88	\$27,758.40	\$90.00	\$61,200.00	\$63.29	\$43,037.20
A4.2	Add additional 2'0" width to concrete structure (10' wide) (Elevated sidewalks w/ curbing and toedown) (Complete in place)	CY	5	\$1,510.00	\$7,550.00	\$526.29	\$2,631.45		\$625.00	\$233.65	\$1,168.25		\$5,000.00	\$678.99	\$3,394.94
Add Alternate No. 4 Total					\$83,710.00		\$32,259.05		\$21,025.00		\$28,966.65		\$66,200.00		\$46,432.14
Base Bid plus Alternate No. 4					\$1,334,250.00		\$756,678.23		\$846,350.00		\$815,375.79		\$858,690.00		\$922,268.80

## **Agenda Item:**

3C. License agreement with Kerrville Kayak and Canoe, for operation of boat, tube and raft concession. (staff)

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

**SUBJECT:** Approval of a license agreement with Kerrville Kayak and Canoe, Inc. to operate non-motorized watercraft concessions in Kerrville-Schreiner Park

## FOR AGENDA OF: April 22, 2014

**DATE SUBMITTED:** April 11, 2014

**SUBMITTED BY:** Malcolm Matthews, Director **CLEARANCES:** Kristine Ondrias  
Parks and Recreation Deputy City Manager

## EXHIBITS: Agreement

**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>
<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	

**PAYMENT TO BE MADE TO:**

## REVIEWED BY THE FINANCE DEPARTMENT:

## **SUMMARY STATEMENT**

The current Kerrville Kayak and Canoe (KKC) License Agreement for boat, tube, and raft concessions in Kerrville-Schreiner Park expires April 27, 2014. KKC has successfully provided non-motorized concessions under this agreement. Because of the expiration of this license agreement and the completion of the River Trail in early 2015, it is beneficial to both the City and KKC to enter into a new agreement for 6 months with month-to-month extensions so these services will still be provided to the public until the River Trail Project is completed. This agreement is planned to continue until a longer term license is determined. During the next few months, the City will initiate a Request For Proposals process to secure boat, tube, and raft concessions in Louise Hays Park and Kerrville-Schreiner Park, along with possible bike rentals along the entire River Trail.

This license agreement with KKC includes safety and accountability requirements including use of appropriate staff training and equipment, requirement for employees to wear uniforms and name tags, provide insurance limits to \$1 million for all categories, and the use of daily income log sheets to be submitted with corresponding monthly payments to the City. The licensee will pay the City 8% of gross sales, or \$100 per month, whichever is greater. No payment is required to be paid to the City if the licensee does not operate during any given month.

## RECOMMENDED ACTION

Authorize a license agreement with Kerrville Kayak and Canoe, Inc. in Kerrville-Schreiner Park.

**LICENSE AGREEMENT BETWEEN KERRVILLE KAYAK & CANOE**  
**AND**  
**CITY OF KERRVILLE**  
**FOR OPERATION OF BOAT, TUBE AND RAFT CONCESSION**

This License Agreement ("License") is made and entered into by and between the CITY OF KERRVILLE, TEXAS ("City"), and KERRVILLE KAYAK & CANOE, herein referred to as "Licensee" or "KK&C", as follows:

1. Grant of License. In consideration of and subject to the terms, provisions and covenants herein contained, City hereby grants to Licensee an exclusive license to operate a business of non-motorized watercraft rentals on the following described real property owned by City, together with all improvements thereon, in the City of Kerrville, Kerr County, Texas, to-wit:

Approximately twenty-five (25) feet by one hundred (100) feet on the south side of the Guadalupe River and immediately west of the boat ramp, or at any other location along the banks of the Guadalupe River within the Kerrville Schreiner Park that is mutually agreed upon by the Director of Parks and Recreation ("Director") and Licensee ("Licensed Premises").

2. Term. This License shall become effective upon the date the signatures of the representatives of all of the parties to this License are affixed hereto and shall terminate October 31, 2014 ("Initial Term"), subject to renewal or earlier termination as herein provided.

3. Renewal. Not later than thirty (30) days prior to the end of the Initial Term, the parties may agree in writing to extend the term on a month-to-month basis and upon such conditions and provisions as the parties may agree. Any such renewal shall provide a percentage license fee and minimum license at the same terms as this License. If no renewal agreement is entered into prior to the end of the term, this License shall expire and terminate and be of no force and effect provided that Licensee is not in default hereunder.

4. Termination Election. City and Licensee each shall have the right, either with or without cause, to terminate this License upon not less than thirty (30) days prior written notice to the other party. Upon such termination, City and Licensee shall be relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

5. Use. Licensee shall continuously use the Licensed Premises and all improvements thereon for non-motorized watercraft rental and bicycles and for no other purpose. Licensee shall at all times comply with the Texas Water Safety Act (Texas Parks & Wildlife Code Chapter 31, as amended). No motorized watercraft of any kind shall be rented. No other use of the Licensed Premises may be made without the prior written consent of City.

6. Water Access. It is understood and agreed that Licensee shall have access to all water areas impounded by the Kerrville Schreiner Park dam. Licensee shall maintain the Licensed Premises as much in keeping with the natural surrounding as possible. So long as no default exists hereunder, Licensee shall be the exclusive kayak, canoe, paddle boat, inner tube and bicycle vendor in Kerrville Schreiner Park, but Licensee shall not have exclusive or any right of refusal on concessions or on other similar or dissimilar arrangements for other business activities, recreational or otherwise.

7. Interruption of Business. City shall not be liable or responsible to Licensee in any manner for any interruption, or adverse impact on, Licensee's business as a result of casualty, flooding, acts of God, utility failure, or other occurrence. In the event of flooding or other act of God that impairs Licensee's access to the Licensed Premises or Licensee's operations hereunder, City agrees to exercise reasonable efforts to restore access to the Licensed Premises, but City shall not be responsible for failure to restore access within any particular period of time. Further, Licensee shall not be entitled to any abatement of license fees or any other off-set as a result of any such interruption or adverse impact or any delay or failure by City to restore access by the public to the Licensed Premises.

8. Maintenance. Licensee shall, at Licensee's cost and expense, during the term of this License and any renewal thereof, maintain the equipment, Licensed Premises and all improvements thereon, in a first-class manner, including but not limited to maintaining the premises free from litter and debris.

9. Signs. Licensee shall provide 3 removable signs, each no larger than 32 square feet, identifying the business and stating that watercraft rentals are available at the location, stating hours of operation and pricing, and listing safety guidelines. The signs shall be and remain the property of Licensee. Licensee shall be responsible for maintenance of the signs and replacement if the same are damaged or destroyed. No signs other than those described herein may be erected at the Licensed Premises unless approved in writing by the City prior to installation. Placement and design of all signs shall be subject to prior approval by the City.

10. Insurance. Licensee agrees to acquire and maintain in force and effect, during the term hereof, workers' compensation insurance and also liability and casualty insurance covering all dates when Licensee is in operation on the Licensed Premises. Upon execution of this License, Licensee shall provide City with a copy of the insurance policies required hereby, showing premium prepaid for the period covered. In the event of failure by Licensee to keep such insurance in effect, the License shall terminate without notice from City to Licensee.

This insurance shall include liability and workers' compensation coverage as follows:

<u>Type of Insurance</u>	<u>Minimum Limits</u>
A. Workers' Compensation covering all employees	Statutory

B. Employer's Liability	\$100,000.00
<b>C. Commercial General Liability</b>	
• Bodily Injury & Property Damage	
Per Occurrence	\$1,000,000.00
• Aggregate	\$1,000,000.00

(Premises/Operations, Products/Completed, Operations/Independent, Contractors/Contractual Liability/Water Craft/Property Entrusted to Others/Coverages shall be included.)

Any structures or buildings constructed or owned by Licensee shall be insured against damage by fire, windstorm or other casualty under the standard "extended coverage" insurance. Prior to commencement of any construction, Licensee shall furnish City a duplicate original of an extended coverage insurance policy naming City as "additional insured" with "all-risk builders risk" coverage if required by City. Such insurance shall insure both City and Licensee against loss by fire, windstorm, vandalism, theft or other casualty covered under standard "extended coverage" insurance. Such policy shall be in the amount of full replacement value for all improvements.

The commercial general liability and casualty insurance policies shall name City as an "additional insured". All policies shall include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that the City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. Renewal certificates must be received by the City at least ten (10) days prior to expiration date. Policies will be in effect for the entire term of this License and any renewals. It shall be the responsibility of the Licensee to insure that all subcontractors for improvements comply with the same insurance requirements as the Licensee.

11. Alterations and Improvements. Licensee shall have the right, after first obtaining the written consent of City and at Licensee's sole cost and expense, to make such alterations, additions and improvements to the Licensed Premises as Licensee may desire and as may have been approved by City. All such alterations, additions and improvements shall thereafter constitute part of the Licensed Premises and shall not be removed by Licensee upon the termination or expiration of this License or any renewal hereof, except that the Licensee may remove such alterations, additions and improvements provided that Licensee shall restore the Licensed Premises to the condition existing on the date hereof. Any improvements not removed within thirty (30) days after expiration or termination of this License shall remain with the land.

12. Access. City shall have free access to the Licensed Premises at all reasonable times for the purpose of inspection of the same or for any maintenance or repairs allowed to be made by City hereunder.

13. Termination for Safety Violation or Unlawful Use. Licensee shall not use or occupy nor permit the Licensed Premises or any part thereof to be used or occupied for any unlawful purpose, or for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Licensee shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having any jurisdiction thereof relating to the use, condition or occupancy of the Licensed Premises. Notwithstanding any other provision of this License, any violation of this provision, or a gross violation of any safety-related provision herein, shall entitle the City to terminate this License immediately.

14. **INDEMNIFICATION.** LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE (INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION) IN ANY MANNER ARISING OUT OF OR RESULTING FROM LICENSEE'S OPERATIONS, LICENSEE'S USE OF THE LICENSED PREMISES OR THE EXISTENCE OF LICENSEE AND LICENSEE'S IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING BUT NOT LIMITED TO ANY AND ALL LIABILITY, LOSS, COST AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY LICENSEE'S OWN EMPLOYEES; AND THESE INDEMNITY AND HOLD HARMLESS PROVISIONS SHALL APPLY AND EXTEND TO ANY CLAIM, DEMAND, LIABILITY, LOSS, COST OR EXPENSE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY OR ITS OFFICIALS, AGENTS, SERVANTS OR EMPLOYEES.

15. Assignment or Sublicense. Licensee shall not assign or sublicense the Licensed Premises or any of its rights hereunder, in whole or in part, without the express prior written consent of the City.

16. Casualty. In the event of casualty, Licensee shall restore all damaged improvements within thirty (30) days thereafter. Insurance proceeds will be made available for such repairs.

17. Performance by City. If Licensee fails to perform its obligation, City may (at its option) perform such obligations and Licensee shall pay to City upon demand all costs and expenses incurred by City.

18. Independent Contractor. This License constitutes the entire agreement between City and Licensee. Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership or other arrangement between City and Licensee. Licensee shall at all times be an independent contractor and shall maintain full control over the means of conducting the business operations permitted hereby, provided such means are consistent with the provisions of this Agreement.

19. Default. If either party hereto shall fail to perform any obligation of such party as herein set forth, and such failure shall continue for a period of ten (10) days after written notice of default (except for Licensee's insurance obligations or obligation to pay the License fee, for which no notice or opportunity to cure shall be given) the party not in default shall have the right, at such party's option, and in addition to any other remedies available at law or in equity, to terminate this License by notice to the party in default. The failure of either party to declare any default immediately upon the occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but such party shall have the right to declare any such default at any time and take such action as might be authorized hereunder or that may be available at law or in equity.

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

City: City of Kerrville, Texas  
Attention: Director of Parks and Recreation  
701 Main Street  
Kerrville, Texas 78028

Licensee: Kerrville Kayak & Canoe  
Attention: Corey Miller  
130 W. Main Street  
Kerrville, Texas 78028

21. Operating Hours. Minimum hours of operation shall be from 12:00 noon until one (1) hour before sunset on Wednesdays through Fridays, and from 9:00 a.m. until one (1) hour before sunset on Saturdays and Sundays, except when prevented by inclement weather or when otherwise agreed between the Licensee and the City. Licensee shall also operate on all holidays and any other days and times which in the opinion of Licensee and Director are appropriate and not in conflict with maintenance of Kerrville Schreiner Park.

22. Training and Orientation. Licensee will conduct 2 training and orientation sessions for up to two classes of youth using licensee's equipment. Sessions will be scheduled at least two weeks in advance and will not be scheduled on City-recognized holidays.

23. Restraining Devices. Licensee shall, at Licensee's expense, place physical restraining devices (e.g. cables and/or boundary markers) as deemed necessary by Licensee for safety purposes and control of water activities, subject to prior approval by City and only on property of City or upon water surfaces abutting property of City. Any such devices shall be in accordance with all applicable laws, rules and regulations of state, federal or local governing

authority, and shall be arranged such that the restraining devices do not cause abrasion or other physical damage to trees or fixtures.

24. Uniforms. Licensee shall require its employees to wear company uniforms and name tags while on duty. At a minimum, the combination of uniforms and name tags shall include the Licensee's name and the employee's full legal name.

25. Safety Assurances. Licensee agrees that at all times its employees and customers will be adequately supervised in order to maintain the safety of the public. Licensee agrees to provide all safety equipment, personnel and procedures to comply with all water safety rules and regulations as required by state and local laws and regulations. Licensee agrees to abide by the Texas Water Safety Act at all times. Licensee agrees to provide customers with U.S. Coast Guard approved personal flotation devices ("PFD's"). Licensee agrees that it will not rent watercraft to any customers unless each such customer agrees in writing to be bound to the following provisions:

- All persons utilizing rented watercraft shall abide by all state and local laws.
- No one under the age of sixteen (16) may rent or utilize any rented watercraft unless accompanied by and/or directly under the continuous supervision of a responsible adult;
- No person shall be permitted to occupy or utilize any rented watercraft without a signed waiver of any claim against Licensee and City, which waiver shall include an agreement to hold the parties harmless for any property damage or personal injury related directly or indirectly to Licensee's watercraft rental business;
- No bottled or canned drinks may be carried or consumed while using rented watercraft;
- All persons shall wear the PFD's provided by Licensee at all times while occupying any rented watercraft;

26. License Fee. Licensee shall pay City a license fee as follows: Licensee shall pay to the City one hundred dollars (\$100.00) per month or 8% of its gross revenues, whichever is greater. Should Licensee provide operations in less than a full month, Licensee shall pay the City the greater of one hundred dollars (\$100.00) or five percent (8%) of its gross revenue for the period of time during which operations were on-going. In no event, however, shall Licensee be required to pay any fee to the City under this provision if Licensee does not operate on City property at all in a given month. Licensee shall pay the City on or before the 5<sup>th</sup> working day of each month for revenues received for the prior month, and late fees shall accrue thereafter at five dollars (\$5.00) per day on all unpaid amounts. For purposes of this License, the term "gross revenue" shall mean all monies received or payments made by check or credit card for services provided by Licensee to customers pursuant to this License, excluding that portion of collections which represents local or state sales taxes.

27. Method of Payment. All license fee payments will be made to City at the City's Parks and Recreation Department Headquarters, 2385 Bandera Highway, Kerrville, Kerr County, Texas, or such other place as City may designate, without deduction, set-off, prior notice or demand.

28. Accounting and Records. Licensee shall close its books by the last day of each month. Licensee's books, including income, sales and other tax returns and reports, shall be maintained for not less than one (1) year and shall be subject to City's inspection at all reasonable times and for twelve months following the termination of this License. A copy of daily income log sheets shall be turned in with the corresponding monthly payments. Licensee shall provide a copy of its daily income log sheets to City with the monthly payment.

29. Rental Rates. Licensee shall charge its customers the following user fees for its services hereunder for the Initial Term:

<u>Watercraft</u>	<u>Per Hour</u>	<u>or</u>	<u>½ day (4 hours)</u>
Single kayak	\$10.00		\$25.00
Double kayak	\$15.00		\$35.00
Canoe	\$15.00		\$35.00
Pedal Boat	\$15.00		\$35.00
Inner Tube	\$ 5.00		\$15.00
Bicycle	\$ 10.00		\$25.00

Rental rates include PFD's for all boats and for inner tubes; paddles are included for kayaks and canoes, and seatbacks are included for kayaks. All rate structures and any changes in user fees must receive the prior written approval of City before becoming effective. Licensee may also charge \$3.00 for every ten (10) minutes overdue beginning after boats are initially ten (10) minutes overdue.

30. Approval Authority. In this License, wherever an act requires approval by or consent of the City, such approval or consent may be obtained from the Director, or designee.

31. Governing Law and Enforcement. This License shall be governed by the laws of the State of Texas and shall be performable in Kerr County. Venue for any dispute arising between the parties to this License shall be in Kerr County, Texas

SIGNED and agreed by the authorized representatives of City and Licensee on the dates indicated below.

**CITY OF KERRVILLE, TEXAS**

**KERRVILLE KAYAK & CANOE**

By: \_\_\_\_\_  
Todd Parton, City Manager

By: \_\_\_\_\_  
Corey Miller

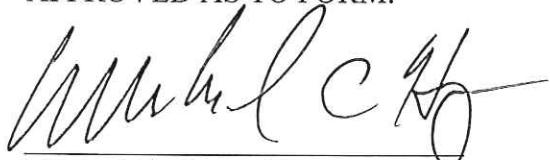
Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Michael C. Hayes".

Michael C. Hayes, City Attorney

## **Agenda Item:**

3D. Purchase of a New Holland tractor and Alamo Industrial boom mower through BuyBoard in the amount of \$125,664.00. (staff)

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

---

**SUBJECT:** Purchase of a New Holland tractor and Alamo Industrial boom mower through BuyBoard

**FOR AGENDA OF:**

**DATE SUBMITTED:** April 11, 2014

**SUBMITTED BY:** Brandon Kelly  
Street Division

**CLEARANCES:** Kristine Ondrias  
Deputy City Manager  
Stuart Barron  
Public Works Director

**EXHIBITS:** Quotation Sheet Attached

**AGENDA MAILED TO:**

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

---

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number: 01-870-504
\$ 125,664	\$ 150,334	\$ 200,000	02-890-504

**PAYMENT TO BE MADE TO:** Alamo Industrial Inc.  
1502 East Walnut St. Seguin, TX 78155

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

After several years focusing time and energy into road reconstruction, the City of Kerrville has renewed its commitment to maintenance and beautification efforts throughout the city. In order to fulfill this new commitment, the city crews will need to replace a 24 year old tractor with a boom flail attachment. The tractor and boom flail have been removed from service due to poor productivity and safety issues. With the opportunity to purchase a New Holland tractor and Alamo Industrial boom mower, the City will be better equipped to control the overgrown vegetation in the present and the future. The boom mower will be operated by one city crew member and will provide the economic efficiency the city needs in order to get multiple projects done at once. The tractor and boom mower will play a key role in the beautification of the City of Kerrville.

The New Holland tractor has a 6 cylinder turbo charged diesel motor with 4 wheel drive which is ideal for the terrain the City crew members mow in. The Alamo Industrial boom mower has a 24'ft boom along with a 60" Rotary head swivel mowing deck which is capable of ground, slope mowing and brush trimming.

**RECOMMENDED ACTION**

Recommend approval of purchase of a New Holland tractor and Alamo Boom mower in the amount of \$125,664.00 through BuyBoard.

# Wholegoods Sales Order & Quote Form Information Page

ALL 3 PAGES OF THIS FORM MUST BE SIGNED, DATED AND SUBMITTED FOR EACH ORDER OR QUOTE

## Bill To Information

Name: City of Kerrville Street Division

Address:

City: Kerrville

State: TX

Zip:

Contact Name: Brandon Kelly

Contact Number:

Contact Email:

## Ship To Information

Name:

Address:

City:

State:

Zip:

Contact Name:

Contact Number:

Contact Email:

## Enduser Information

Agency:

Contact Name:

Address:

City:

State:

Zip:

Phone:

Email:

## Confirmation Email Addresses

Dealer E-Mails for Order Confirmations:

Dealer Emails for Advance Shipment Notices (if different from above):

Dealer Emails for Invoices (if different from above):

Dealer Emails for Warranty Registrations (if different from above):

## Order Type

General PO

H-GAC GR01-12

GSA

BuyBoard 373-11

NJPA # 031711-AGI Member#

Other Contract

Dealer Initials \_\_\_\_\_ Date \_\_\_\_\_

R112613

# Wholegoods Sales Order & Quote Form

Quote  Sale  Date: 04/4/14

By JG

Sales Order#

Customer Account#

TSM Approval PO# \_\_\_\_\_

Tractor Model & Year  
NH TS6-125

Tractor Delivery Date \_\_\_\_\_

CAB  2WD  Front Tire Sizes: \_\_\_\_\_

## Tractor Build Sheet Required

ROPS  4WD  Rear Tire Sizes: \_\_\_\_\_

1) THE ACCEPTANCE OF THIS FORM IS NOT FIRM UNTIL CREDIT IS APPROVED AND PURCHASE ORDER IS ACCEPTED BY ALAMO INDUSTRIAL IN SEGUIN TEXAS.

2) NO PURCHASE ORDER WILL BE ACCEPTED FOR A MACHINE WITH LESS THAN FULL STANDARD OR OPTIONAL SAFETY EQUIPMENT.

3) APPROXIMATE SHIPPING AND/OR DELIVERY DATES CAN BE CONFIRMED ONLY BY ALAMO INDUSTRIAL IN SEGUIN TEXAS AND DELIVERY IS SOMETIMES SUBJECT TO CHANGE DUE TO CONDITIONS BEYOND THE CONTROL OF ALAMO INDUSTRIAL.

**NOTE:**

1) This Sales Order and Quote Form is subject to the Terms and Conditions contained on page 3 this form. If you did not receive page 3 containing the Terms and Conditions, please contact seller so that we may send them to you.

2) This Sales Order and Quote Form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this Sales Order & Quote form by the buyer, including buyer's purchase order.

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS & CONDITIONS

**ALTERATION OF TERMS AND CONDITIONS NOT PERMITTED.** This Sales Order and Quote Form ("Quote") constitutes an offer by Alamo Industrial ("Seller") to the buying party named on page 1 of this Quote ("Buyer") for the sale of products set forth in the Quote. The offer made in this Quote by Seller is subject to the terms and conditions set forth below. Buyer may accept this offer by providing Seller with an official purchase order or other written confirmation citing the quotation number on page 1. Seller's acceptance of Buyer's order, and Seller's offer, is expressly conditioned on Buyer's agreement to these Terms and Conditions. Seller objects to and rejects any conflicting or additional terms and conditions proposed by Buyer in any form whatsoever. Seller expressly rejects any provisions that dictate that Buyer's terms control or any additional or different provisions in Buyer's electronic business portal. Buyer's acceptance of items described in the accompanying Quote sold hereunder will manifest Buyer's consent to these Terms and Conditions. If Buyer requests shipment based on telephone or purchase order, Buyer does so with the understanding that these Terms and Conditions apply. No variation, addition, termination, or waiver of any term or condition will be binding on Seller unless in writing and signed by Seller's duly authorized representative. Seller's failure to object to any provision or terms from Buyer will not be a waiver or amendment of any of the provisions of these Terms and Conditions.

**ACCEPTANCE.** ACCEPTANCE OF THIS QUOTE MEANS THAT BUYER HAS FULLY ACCEPTED AND UNDERSTANDS THE TERMS & CONDITIONS SET FORTH IN THIS QUOTE. ANY DIFFERENT OR ADDITIONAL TERMS FROM THOSE SET FORTH IN THIS QUOTE SHALL BE VOID. This Quote automatically expires ninety (90) calendar days from the date issued unless sooner terminated by notice.

**DELIVERY.** Unless otherwise agreed to in writing, delivery of equipment shall be made F.O.B. place of shipment and delivery of equipment to a carrier at any of Seller's plants or such other shipping points as Seller may designate shall constitute delivery to Buyer; and regardless of freight payment, title and all risk of loss or damages in transit shall pass to Buyer at that time. Great care is taken in packing the Seller's equipment. Seller cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Buyer to the carrier. Claims for shortages or other errors must be made in writing to Seller within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Method and route of shipment will be at the discretion of Seller unless Buyer shall specify otherwise, and any additional expenses of the method or route of shipment specified by Buyer shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale and all such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond the Seller's reasonable control, including without limitation, an act of God; act of Buyer, embargo or other governmental act, regulation or request; fire; accident; strike; slow down; war; riot; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

**TAXES AND OTHER CHARGES.** Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between the Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted, with an exemption certificate or other document acceptable to the authority imposing the same.

**WARRANTIES.** Seller warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser and warrants for six months to the original commercial or industrial purchaser that the goods purchased are free from defects in material or workmanship. Seller will replace for Buyer any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine or expendable items such as blades, shields, or guards except as specifically found in your Operator's Manual. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Seller. If after examining the goods and/or parts in question, Seller finds them to be defective under normal use and service due to defects in material or workmanship, Seller will: (a) repair or replace the defective goods or part(s) or (b) reimburse Buyer for the cost of the part(s) and reasonable labor charges (as determined by Seller) if Buyer paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Seller. The choice of remedy shall belong to Seller. Buyer is responsible for any labor charges exceeding a reasonable amount as determined by Seller and for returning the goods to Seller, whether or not the claim is approved. Buyer is responsible for the transportation cost for the goods or part(s) to the designated factory.

**LIMITATION OF LIABILITY. SELLER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS. EXCEPT AS PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO BUYER ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, SELLER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY BUYER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.**

**ASSIGNMENT.** Neither party may assign or transfer this Quote or any interest therein without the written consent of the other party, except that Seller may assign this Quote and its interest therein to any affiliated corporation, or to any corporation succeeding to Seller's business without the consent of Buyer.

**LAW.** This Quote shall be construed according to the laws of the State of Texas, exclusive of conflicts of laws principles. Venue shall be in Guadalupe County, Texas.

Dealer Initials \_\_\_\_\_ Date \_\_\_\_\_

## **Agenda Item:**

3E. Resolution No. 10-2014 amending Resolution No. 01-2014 that ordered the holding of a general election to be held on May 10, 2014, by changing the presiding judge of the central counting station. (staff)

3E. UNA RESOLUCIÓN QUE ENMIENDA LA RESOLUCIÓN NO. 01-2014 QUE ORDENÓ LA CELEBRACIÓN DE ELECCIONES GENERALES A COMO LLEVARSE A CABO EL 10 DE MAYO DEL 2014 PARA CAMBIAR AL JUEZ PRESIDENTE DE LA ESTACIÓN CENTRAL DE CONTEO. (staff)

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

---

**SUBJECT:** Resolution No. 10-2014 appointing Pam Cornett as Presiding Judge of the Central Counting Station for the General and Special Elections to be held on May 10, 2014

**FOR AGENDA OF:** April 22, 2014      **DATE SUBMITTED:** April 15, 2014

**SUBMITTED BY:** Brenda Craig *BC*      **CLEARANCES:** Todd Parton, City Manager  
City Secretary      Mike Hayes, City Attorney

**EXHIBITS:** Resolution No. 10-2014

**AGENDA MAILED TO:**

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

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

At the meeting of January 14, 2014, the city council approved Resolution No. 01-2014 ordering the general election and appointing election judges, alternate judge, and election workers for the general election to be held on May 10, 2014. Since that time, Jennifer Favour has asked to be replaced as the city's presiding judge of the central counting station. I recommend that Pam Cornett be appointed to serve as the city's presiding judge of the central counting station.

**RECOMMENDED ACTION**

Approval of Resolution No. 10-2014 appointing Pam Cornett as the presiding judge of the central counting station for the City of Kerrville General and Special Elections being held May 10, 2014.

**A SER CONSIDERADO POR EL CONCEJO MUNICIPAL DE LA  
CIUDAD DE KERVILLE, TEXAS**

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**ASUNTO:** Resolución No. 10-2014 para el nombramiento de Pam Cornett como Juez Presidente de la Estación Central de Conteо en las elecciones generales y especiales que se celebrarán el 10 de mayo del 2014

**PARA LA AGENDA DE:** 22 de abril, 2014

**FECHA DE PRESENTACIÓN:** 15 de abril, 2014

**PRESENTADO POR:** Brenda Craig, Secretaria de la Ciudad *BC*

**AUTORIZACIONES:** Todd Parton, Administrador de la Ciudad  
Mike Hayes, Procurador de la Ciudad

**DOCUMENTO DE PRUEBA:** Resolución No. 10-2014

**AGENDA ENVIADA POR CORREO A:**

**APROBADA PARA LA PRESENTACIÓN POR EL ADMINISTRADOR DE LA CIUDAD** *W*

Gastos Requeridos:	Balance actual en la cuenta:	Monto Presupuestado:	Número de Cuenta:
\$	\$	\$	

**EL PAGO DEBE HACERSE A:**

**REVISADO POR EL DIRECTOR DE FINANZAS:**

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**DECLARACIÓN RESUMEN**

En la junta del 14 de enero del 2014 el Concejo Municipal aprobó la Resolución No. 01-2014 en la que se ordenaban las elecciones generales y el nombramiento de los jueces electorales, los jueces suplentes y los funcionarios electorales para las elecciones generales que se celebrarán el 10 de mayo del 2014. Desde entonces, Jennifer Favour han solicitado ser reemplazadas como juez presidente de la estación central de conteo. Yo recomiendo que se nombre a Pam Cornett para servir como juez de la estación central de conteo electoral.

**MEDIDA RECOMENDADA**

La aprobación de la Resolución No. 10-2014 para designar a Pam Cornett como juez presidente de la estación central de conteo para las elecciones generales y especiales de la Ciudad de Kerrville que se celebrarán el 10 de mayo del 2014.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 10-2014**

**A RESOLUTION AMENDING RESOLUTION NO. 01-2014 THAT  
ORDERED THE HOLDING OF A GENERAL ELECTION TO BE HELD ON  
MAY 10, 2014, BY CHANGING THE PRESIDING JUDGE OF THE  
CENTRAL COUNTING STATION**

**WHEREAS**, pursuant to Resolution No. 01-2014, City Council ordered a general election to be held on May 10, 2014, and appointed election judges and election workers to oversee the conduct of such elections; and

**WHEREAS**, the City Secretary recently learned that the appointed election judge and the central counting station manager are no longer available to serve on election day; and

**WHEREAS**, the City Council finds it to be in the public interest to appoint a new election judge and a central counting station manager;

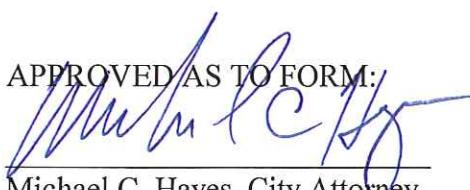
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF KERRVILLE, KERR COUNTY, TEXAS:**

**SECTION ONE.** Resolution No. 01-2014 is amended by revising Section Nine of the Resolution by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) as follows:

“**SECTION NINE.** In accordance with Texas Election Code §127.005, City Council appoints Pam Cornett ~~Jennifer Favour~~ to serve as presiding judge of the central counting station for the May 10, 2014, City Council election.”

**SECTION TWO.** Other than the amendments in Section Nine, above, there are no other changes to Resolution No. 01-2014, and it remains in full force and effect.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2014.**

APPROVED AS TO FORM:  
  
Michael C. Hayes, City Attorney

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

\_\_\_\_\_  
ATTEST:

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

CIUDAD DE KERRVILLE, TEXAS  
RESOLUCIÓN NO. 10-2014

**UNA RESOLUCIÓN QUE ENMIENDA LA RESOLUCIÓN NO. 01-2014 QUE  
ORDENÓ LA CELEBRACIÓN DE ELECCIONES GENERALES A COMO  
LLEVARSE A CABO EL 10 DE MAYO DEL 2014 PARA CAMBIAR AL  
JUEZ PRESIDENTE DE LA ESTACIÓN CENTRAL DE CONTEO**

**POR CUANTO**, conforme a la Resolución No. 01-2014, el Concejo Municipal ordenó las elecciones generales que se celebrarán el 10 de mayo del 2014 y designó a los jueces electorales y a los funcionarios electorales para supervisar la realización de tales elecciones; y

**POR CUANTO**, la Secretaría de la Ciudad recientemente tuvo conocimiento de que el juez electoral y el administrador de la estación central de conteo ya no están disponibles para servir el día de las elecciones; y

**POR CUANTO**, el Concejo Municipal considera que es en el interés público designar a un nuevo juez electoral y a un administrador de la estación central de conteo electoral;

**AHORA Y, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE  
KERRVILLE, CONDADO DE KERR, TEXAS RESUELVE:**

**SECCIÓN UNA.** Resolución No. 01-2014 se enmienda revisando la Sección Novena de la Resolución y se añaden las palabras que están subrayadas (añadida) y se eliminan las palabras que se encuentran entre corchetes y están tachadas (~~eliminada~~) de la siguiente manera:

“**SECCIÓN NOVENA.** Conforme al Código Electoral de Texas §127.002, el Concejo Municipal designa a Pam Cornett ~~Jennifer Favour~~ para servir como presidente de la estación central de conteo en las elecciones del Concejo Municipal a celebrarse el 10 de mayo del 2014.”

**SECCIÓN TRES.** Aparte de las enmiendas de la Sección Una y la Sección Novena, señaladas anteriormente, no hay ningún otro cambio en la Resolución No. 01-2014 y, por lo tanto, se mantiene en pleno vigor y efecto.

**PASADO Y APROBADO EN éste el \_\_\_\_\_ día de \_\_\_\_\_ D.C., 2014.**

---

Jack Pratt, Jr., Alcalde

APROBADO EN FORMA:

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Michael C. Hayes, Procurador de la Ciudad

CERTIFICA:

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Brenda G. Craig, Secretaria de la Ciudad

## **Agenda Item:**

4A. Ordinance No. 2014-07 amending Chapter 18 "Animals" of the City's Code of Ordinances by deleting Section 18-2 "Bird Sanctuary" and amending Section 18-79 "Domestic Pigeons"; containing a savings and severability clause; providing an effective date; and providing other matters relating to the subject. (staff)

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

---

**SUBJECT:** An Ordinance amending Chapter 18 "Animals" of the City's Code of Ordinances by deleting Section 18-2 "Bird Sanctuary and amending Section 18-79 "Domestic Pigeons"

**FOR AGENDA OF:** April 22, 2014 **DATE SUBMITTED:** April 10, 2014

**SUBMITTED BY:** Mike Hayes  
City Attorney

**CLEARANCES:**

**EXHIBITS:** Ordinance

**AGENDA MAILED TO:** None

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

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Expenditure Required:	Current Balance in Account: \$ 0	Amount Budgeted: \$ 0	Account Number: NA
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**PAYMENT TO BE MADE TO:** NA

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

During the Council meeting held on March 25, 2014, City Council discussed repealing Section 18-2, "Bird Sanctuary" of the City of Kerrville's Code of Ordinances. At the conclusion of a discussion, Council directed the City Attorney to prepare an ordinance to repeal this section. Upon reviewing that chapter of the Code and consulting the Chief of Police, the City Attorney recommended also deleting subsection (c) of Section 18-79 of the same chapter, as this provision creates, in staffs' opinion, an inappropriate exception and defense to prosecution. As such, the attached Ordinance will delete both Section 18-2 and subsection (c) of Section 18-79 of the City's Code.

**RECOMMENDED ACTION**

Consideration of Ordinance on 2<sup>nd</sup> Reading, which will delete Section 18-2 and subsection (c) of Section 18-79 of the City's Code.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2014-07**

**AN ORDINANCE AMENDING CHAPTER 18 "ANIMALS" OF THE CITY'S CODE OF ORDINANCES BY DELETING SECTION 18-2 "BIRD SANCTUARY" AND AMENDING SECTION 18-79 "DOMESTIC PIGEONS"; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, Chapter 18 of the City's Code of Ordinances ("Code") provides regulations regarding the ownership, care, and keeping of animals within the City; and

**WHEREAS**, Section 18-2 of the Code establishes a bird sanctuary within the City's limits; and

**WHEREAS**, City Council discussed Section 18-2 and believes that it is an unnecessary local law due to federal and state laws which protect wildlife, including birds and fowl, and which regulate hunting; and

**WHEREAS**, City Council also believes that Section 18-79 of the Code should be amended by deleting subsection (c) of that section as it sets out an improper defense to prosecution; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to delete Section 18-2 and amend Section 18-79 of Chapter 18 of the Code for the reasons provided above;

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

**SECTION ONE.** Chapter 18 "Animals", Article I "In General", of the Code of Ordinances of the City of Kerrville, Texas, is amended by deleting Section 18-2 as indicated by the language that is bracketed and stricken (~~(deleted)~~) as follows:

"~~[See, 18-2. Bird sanctuary.~~

~~The entire area embraced by the corporate limits of the city and any parks or other land owned by it are hereby designated as a bird sanctuary. It shall be unlawful for any person to trap, shoot or attempt to shoot with any type of firearm including BB or air rifles, or molest in any manner, any bird or wild fowl or rob the nests thereof anywhere within the described area except as otherwise provided in this chapter.]~~

**SECTION TWO.** Chapter 18 "Animals", Article III "Care and Keeping of Animals", of the Code of Ordinances of the City of Kerrville, Texas, is amended by deleting subsection (c)

from Section 18-79 as indicated by the language that is bracketed and stricken (~~deleted~~) as follows:

**"Sec. 18-79. Domestic pigeons.**

~~[(e) *Relief from prosecution specified.* Any person may relieve himself from prosecution for violation of this section by notifying the chief of police at any time before prosecution is begun that unconfined pigeon or pigeons are roosting, nesting, or breeding on lot, lots, real estate, or premises owned, possessed or controlled by him and requesting and authorizing him, the chief of police, to have the unconfined pigeon or pigeons so roosting, nesting or breeding on the lot, lots, real estate or premises so owned, possessed, or controlled by him removed therefrom, killed, or destroyed.]~~

**SECTION THREE.** The City Secretary is authorized and directed to send this Ordinance to the publisher of the City's Code of Ordinances and the publisher is authorized to amend the Code to reflect the amendments of Chapter 18 as adopted herein, to correct any typographical errors, and to index, format, number, and letter the paragraphs to the existing Code, as appropriate.

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

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

**SECTION SIX.** The penalty for violation of this Ordinance is in accordance with the general penalty provisions contained in Section 1-8, or its successor section, of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

**SECTION EIGHT.** This Ordinance is effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07b. of the City Charter.

**PASSED AND APPROVED ON FIRST READING, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

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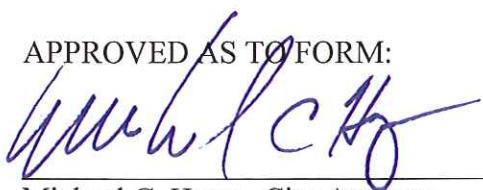
Jack Pratt, Jr., Mayor

ATTEST:

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Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney

## **Agenda Item:**

4B. Ordinance No. 2014-08, amending the zoning district boundaries of the western portion of Lot 17, Block 1, Oak Hill Addition subdivision, otherwise known as 512 Barnett Street and located within the City of Kerrville, Kerr County, Texas, from the "R1-A" residential district to "RT" residential transition district; containing a cumulative clause; containing a savings and severability clause; and ordering publication. (staff)

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

---

**SUBJECT:** 2<sup>nd</sup> Ordinance Reading: Zoning Change Request – 2<sup>nd</sup> ordinance reading concerning a requested zoning change from a (R-1A) Residential District to a (RT) Residential Transition District for a portion of Lot 17, Block 1 of the Oak Hill Addition Subdivision, comprising 0.17 acres out of the J.C. Hays Survey Number 117, Abstract Number 182, located at 512 Barnett St.

**FOR AGENDA OF:** April 22, 2014      **DATE SUBMITTED:** April 11, 2014

**SUBMITTED BY:** Jason Lutz

**CLEARANCES:** Dieter Werner 

**EXHIBITS:** Ordinance, Location Map, Exhibit

**AGENDA MAILED TO:** Harvey Brinkman, 821 A Earl Garrett, Kerrville, TX 78028

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

Expenditure Required:	Current Balance in Account: \$ NA	Amount Budgeted: \$ NA	Account Number: NA
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**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

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**SUMMARY STATEMENT**

Currently the applicant owns Lot 17, Block 1, of the Oak Hill Addition Subdivision, located at 512 Barnett Street. This property is a 0.39 acre lot with 0.17 acres located in the R1A zoning district and the remaining 0.22 acres located in the RT zoning district. The zoning code requires any property that is bisected by two zoning districts to develop under the district with the most restrictive zoning. In this case the property would have to be developed in accordance with R1A development standards.

The applicant is seeking a rezoning of one half of the property in order to expand the number of residents that would be allowed in an existing and permitted boarding home as well as increase the number of permitted land uses.

Currently the existing Boarding Home facility is permitted for 8 individuals and a change from R1A to RT would allow a maximum of 10 individuals permitted at this location. Any additional individuals that may be permitted would only be allowed if the facility met the criteria for overall square footage, bedroom size standards, and all other regulations found in the Boarding Home ordinance.

The change in zoning would also allow the land owner the ability to convert the property from a residential land use to low intensity commercial use such as offices, beauty salons, restaurants, and small scale retail shops.

The subject area is bound to the north and west by the R1A zoning district, to the south by the C19 Commercial district, and to the east by the RT (Residential Transition District).

The Planning & Zoning Commission recommended approval of the requested zoning change by a vote of 5-0 at their regularly scheduled meeting on March 20, 2014.

One protest was received during the meeting from an adjacent land owner. The land owner protested the change in zoning based on the fact that they did not want group homes in the neighborhood.

City Council voted to approve the zoning change request on April 8, 2014, after a public hearing in which no one from the community spoke on the issue.

**Recommended Action**

1. Approve the zoning change request as outlined in the attached ordinance on the 2nd reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2014-08**

**AN ORDINANCE AMENDING THE ZONING DISTRICT BOUNDARIES  
OF THE WESTERN PORTION OF LOT 17, BLOCK 1, OAK HILL  
ADDITION SUBDIVISION, OTHERWISE KNOWN AS 512 BARNETT  
STREET AND LOCATED WITHIN THE CITY OF KERRVILLE, KERR  
COUNTY, TEXAS, FROM THE "R1-A" RESIDENTIAL DISTRICT TO  
"RT" RESIDENTIAL TRANSITION DISTRICT; CONTAINING A  
CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND  
SEVERABILITY CLAUSE; AND ORDERING PUBLICATION**

**WHEREAS**, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a hearing to be held before the City Council on April 8, 2014, to consider an amendment to the City's zoning regulations and map, by amending the existing zoning district boundaries for the property described in Section One from "R1-A" Residential District to "RT" Residential Transition District, in accordance with the process set out in Article 11-I-21 of the Zoning Code of the City of Kerrville, Texas; and

**WHEREAS**, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on April 8, 2014, as advertised; and

**WHEREAS**, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville to amend the zoning regulations accordingly;

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

---

**SECTION ONE.** The zoning for the property described as follows is amended by changing its zoning district from "R1-A" Residential District to "RT" Residential Transition District:

**The western portion of Lot 17, Block 1, Oak Hill Addition, a  
subdivision within the City of Kerrville, Texas, and comprising  
approximately 0.17 acre out of the J.C. Hays Survey No. 117,  
Abstract No. 182, more commonly known as 512 Barnett  
Street, and more particularly described in Exhibit A.**

**SECTION TWO.** The City Planning Director is authorized and directed to enter this amendment upon the City's official zoning map and take other actions contemplated by and in accordance with Section 11-I-4(c) of the City's Zoning Code.

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

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

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

**PASSED AND APPROVED ON FIRST READING,** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**PASSED AND APPROVED ON SECOND AND FINAL READING,** this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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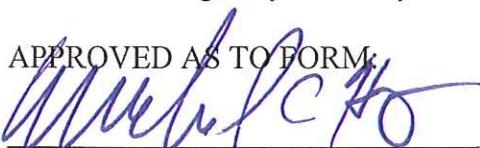
Jack Pratt, Jr., Mayor

ATTEST:

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Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



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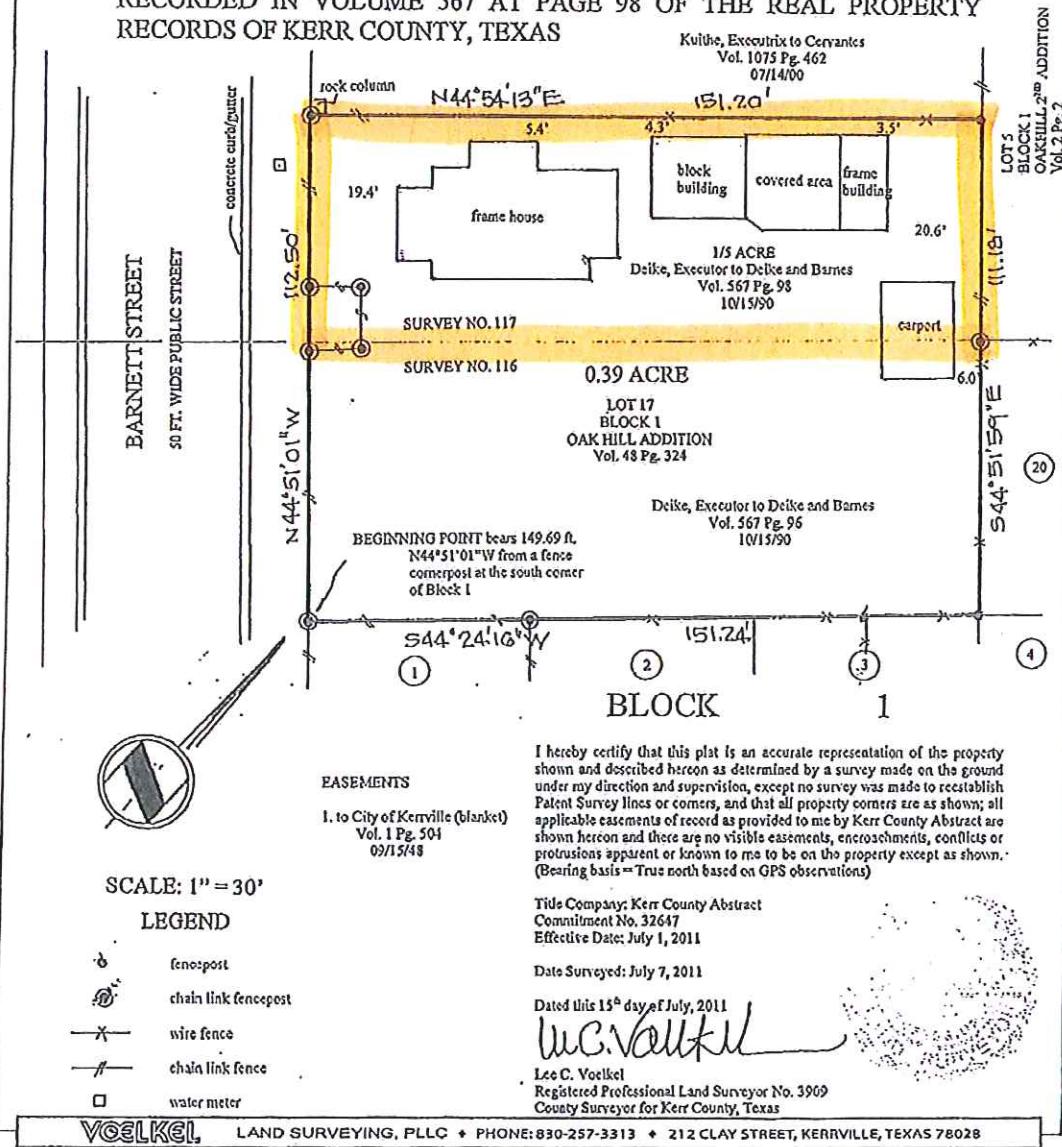
Michael C. Hayes, City Attorney

## Exhibit A

SURVEY PLAT FOR 0.39 ACRE OF LAND, MORE OR LESS, OUT OF  
ORIGINAL PATENT SURVEYS IN KERR COUNTY, TEXAS AS FOLLOWS:

SURVEY NO.	SURVEY	ABSTRACT NO.	ACRES
116	B.F. CAGE	106	0.22
117	J.C. HAYS	182	0.17

COMPRISING ALL OF LOT 17, BLOCK 1 OF OAK HILL ADDITION, A  
SUBDIVISION OF KERR COUNTY ACCORDING TO THE PLAT OF  
RECORD IN VOLUME 48 AT PAGE 324 OF THE DEED RECORDS OF KERR  
COUNTY, TEXAS, THAT SAME LAND CONVEYED FROM ELIESB SCOTT  
DEIKE, INDEPENDENT EXECUTOR TO FRANKLIN DALE DEIKE AND  
MARY JANE DEIKE BARNES BY A SPECIAL WARRANTY DEED  
EXECUTED THE 15<sup>TH</sup> DAY OF OCTOBER, 1990 AND RECORDED IN  
VOLUME 567 AT PAGE 96 OF THE REAL PROPERTY RECORDS OF KERR  
COUNTY, TEXAS AND ALL OF A CERTAIN 1/5 ACRE TRACT CONVEYED  
FROM ELIESB SCOTT DEIKE, INDEPENDENT EXECUTOR TO FRANKLIN  
DALB DEIKE AND MARY JANE DEIKE BARNES BY A SPECIAL  
WARRANTY DEED EXECUTED THE 15<sup>TH</sup> DAY OF OCTOBER, 1990 AND  
RECORDED IN VOLUME 567 AT PAGE 98 OF THE REAL PROPERTY  
RECORDS OF KERR COUNTY, TEXAS



SCALE: 1" = 30'

#### LEGEND

- fencepost
- ◎ chain link fencepost
- wire fence
- /— chain link fence
- water meter

I hereby certify that this plat is an accurate representation of the property shown and described herein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners, and that all property corners are as shown; all applicable easements of record as provided to me by Kerr County Abstract are shown herein and there are no visible easements, encroachments, conflicts or protrusions apparent or known to me to be on the property except as shown.  
(bearing basis = True north based on GPS observations)

Title Company: Kerr County Abstract  
Commitment No. 32647  
Effective Date: July 1, 2011

Data Summary: July 3, 2011

Dated this 15<sup>th</sup> day of July, 2011

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

## Exhibit B - Location Map



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

0 37.5 75 150 Feet

1 inch = 75 feet



## **Agenda Item:**

5A. Use of 380 agreements with tax deferrals in connection with the Kerrville Gateway Retail Center. (Councilmember Conklin)

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

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**SUBJECT:** Use of 380 agreements to promote development in the City of Kerrville

**AGENDA DATE:** April 22, 2014

**DATE SUBMITTED:** April 16, 2014

**SUBMITTED BY:** Carson Conklin

*coc*

**PHONE:** 830.257.8000

**EXHIBITS/INFORMATION:** Attachment A - An Executive Summary of the Economic Impact of Kerrville Gateway Retail Center in Kerrville, Texas by Impact DataSource dated March 28, 2014

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**



**WILL THIS ITEM REQUIRE CITY COUNCIL TO AUTHORIZE THE EXPENDITURE OF CITY FUNDS?** YES:        NO:  X  

**IF YES, STATE AMOUNT REQUESTED:** \$                   

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**DESCRIPTION OF REQUEST**

Discuss the concept of 380 agreements with tax deferrals and their use by municipalities to attract various forms of economic development.

Evaluate and discuss the benefits of the Kerrville Gateway Retail Center to the City of Kerrville and determine if it merits a 380 tax deferral agreement.

**RECOMMENDED COUNCIL ACTION**

Direct City Staff to generate a draft 380 agreement in connection with the Kerrville Gateway Retail Center for council's review, consideration, and further action.

# An Executive Summary of the Economic Impact of Kerrville Gateway Retail Center in Kerrville, Texas

March 28, 2014

Prepared for:

Gulf Coast Commercial  
3120 Rogerdale Road, Suite 150  
Houston, Texas 77042

Prepared by:

Impact DataSource  
4709 Cap Rock Drive  
Austin, Texas 78735  
(512) 892-0205  
Fax (512) 892-2569  
[www.impactdatasource.com](http://www.impactdatasource.com)

**Impact** DataSource

## An Executive Summary of the Projected Economic Impact from Kerrville Gateway Retail Center

### Introduction

This report presents the results of an economic impact analysis performed by Impact DataSource, Austin, Texas. The analysis was to determine the impact that Kerrville Gateway Retail Center in Kerrville, Texas, will have on the economy of the Kerrville area and the costs and benefits for local taxing districts during construction and over the first ten years of operations.

### Description of the Facility

Kerrville Gateway Retail Center is a planned retail center in Kerrville.

The center will have the following components:

#### Estimated Components of the Center

Component	Tenant	Building Square Feet
Major Anchor	Hobby Lobby	55,000
Major Anchor	Dick's	35,000
Anchor	Marshalls	24,080
Anchor	Ross	25,000
Anchor	Famous Footwear	5,500
Anchor	Rue 21	5,300
Anchor	Petco	11,600
Shops	Burke's	22,500
Shops	Shops	13,200
	Subtotal retail	197,180
Pad	Full Service	6,000
Pad	Full Service	6,000
Pad	Full Service	6,000
Pad	Fast Food	3,000
Pad	Fast Food	3,000
	Subtotal pad sites	24,000
Hotel	Home2 Suites 110 rooms	40,000
	Total development square feet	261,180

An estimated \$26,586,981 will be spent constructing the facility including infrastructure, vertical construction and tenant finish out.

Further, tenants in the center will have an estimated \$35 a square foot in business personal property including furniture, fixtures and equipment and inventories.

Further, the facility expects to have annual taxable sales of \$52.5 million when fully occupied, along with lodging sales of \$3.5 million. Further, the facility will create an estimated 575 new jobs.

#### **Economic Impact During Construction**

The project may support an estimated \$42.7 million in gross area product or economic activity in the area during its construction, an estimated 231 total jobs each year during construction of the project, and total salaries estimated to be \$14.6 million.

This construction activity will generate the following revenues for the city and county:

#### **Revenues for the City and County During Construction**

	<b>City</b>	<b>County</b>	<b>Total</b>
Sales taxes	\$181,755	\$60,585	\$242,339
Building permits and fees	\$159,522		\$159,522
<b>Total revenues</b>	<b>\$341,276</b>	<b>\$60,585</b>	<b>\$401,861</b>

#### **The Estimated Economic Impact of the Facility over the First Ten Years of Operations**

The facility will have the following economic impact on the Kerrville area over the first ten years:

#### **Economic Impact over the First Ten Years of Operations**

Estimated direct and indirect economic output	\$860,226,710
Total number of permanent direct and indirect jobs to be created	834
Number of direct and indirect workers who move to the city	42
Number of residents that the facility will bring to the city	73
Number of new residential properties to be built in the city	10
Number of new students for Kerrville ISD	15
Salaries to be created for direct and indirect workers	\$148,305,180
Taxable sales and purchases created in the City	\$552,439,360
The value of residential property to be built for direct and indirect workers who move to the city	\$2,618,246
The facility's assets that will be added to local tax rolls	\$26,469,731

#### **Costs and Benefits for Local Taxing Districts over the Next Ten Years**

Local taxing districts can expect costs and benefits over the next ten years from the facility, as scheduled below, beginning with the additional revenues to be received.

*Additional Revenues for Local Taxing Districts*

Local taxing districts can expect to receive the following revenues over the first 10 years from the facility, its employees and workers in indirect jobs created in the community.

**Additional Revenues For Local Taxing Districts Over the First  
Ten Years of the Facility's Operation**

	Sales Taxes	Property Taxes	Utilities	Utility Franchise Fees
City of Kerrville	\$8,286,590	\$1,671,752	\$1,031,474	\$159,270
Kerr County	\$2,762,197	\$1,224,763		
Kerrville ISD		\$3,506,964		
Upper Guadalupe River Authority		\$73,854		
Lateral Road		\$95,996		
Underground Water		\$21,993		
<b>Total</b>	<b>\$11,048,787</b>	<b>\$6,595,321</b>	<b>\$1,031,474</b>	<b>\$159,270</b>

	Hotel Occupancy Taxes	Other Taxes and User Fees	Federal School Funding	Additional State and Total Additional Revenues
City of Kerrville	\$2,498,315	\$24,908		\$13,672,309
Kerr County		\$20,757		\$4,007,716
Kerrville ISD			\$687,446	\$4,194,410
Upper Guadalupe River Authority				\$73,854
Lateral Road				\$95,996
Underground Water				\$21,993
<b>Total</b>	<b>\$2,498,315</b>	<b>\$45,665</b>	<b>\$687,446</b>	<b>\$22,066,279</b>

*Additional Costs for Local Taxing Districts*

Local taxing districts will incur the following costs over the first 10 years, as a result of the facility and direct and indirect employees.

**Costs for Local Taxing Districts Over the First 10 Years  
of the Facility's Operation**

	Costs of Services to New Residents	Costs of Providing Monthly Utility Services	Costs of Educating New Students	Reduction in State School Funding as a Result of Property being Added to Local Tax Rolls	Total
City of Kerrville	\$1,025,294	\$979,900			\$2,005,193
Kerr County	\$41,514				\$41,514
Kerrville ISD			\$649,255	\$3,090,884	\$3,740,139
Upper Guadalupe River Authority					\$0
Lateral Road					\$0
Underground Water					\$0
<b>Total</b>	<b>\$1,066,807</b>	<b>\$979,900</b>	<b>\$649,255</b>	<b>\$3,090,884</b>	<b>\$5,786,846</b>

*Additional Net Benefits*

The additional public benefits less additional public costs will result in the following net benefits for the City, County and other local taxing districts over the next ten years of the facility's operation:

**Net Benefits for Local Taxing Districts Over the  
Next 10 Years of the Facility's Operation**

	Benefits	Costs	Net Benefits
City of Kerrville	\$13,672,309	\$2,005,193	\$11,667,116
Kerr County	\$4,007,716	\$41,514	\$3,966,202
Kerrville ISD	\$4,194,410	\$3,740,139	\$454,272
Upper Guadalupe River Authority	\$73,854	\$0	\$73,854
Lateral Road	\$95,996	\$0	\$95,996
Underground Water	\$21,993	\$0	\$21,993
<b>Total</b>	<b>\$22,066,279</b>	<b>\$5,786,846</b>	<b>\$16,279,433</b>

**Analysis of Possible Incentives for the Facility**

The developer is requesting the following incentives from the city \$2,000,000 up front on January 1, 2015 and \$500,000 each January 1st for ten years or total incentives of \$7 million.

Financial incentives such as these that may be offered the facility may be considered as investments that the City/EIC is making in the facility.

Financial incentives such as these that may be offered the facility may be considered as investments that the City/EIC is making in the facility.

If this is the case, rate of return and payback period may be calculated on this investment.

Rate of return on investment is the City's average annual rate of return from additional revenues that the City will receive on the investment of incentives that the City/EIC may make in the facility. Payback period is the number of years that it will take the City to recover the costs of incentives from the additional revenues that it will receive from the facility.

Average annual rates of return on investment each year over the first ten years and payback periods for possible incentives are shown below.

#### **Rate of Return and Payback Period for Possible City/EIC Incentives**

<b>Incentives</b>	<b>Amount</b>	<b>Annual Rate of Return</b>	<b>Payback Period (In years)</b>
Cash Incentives	\$7,000,000	17%	6.6

## **Agenda Item:**

5B. Adoption of the Water Master Plan Update prepared by Freese and Nichols, Inc.

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

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**SUBJECT:** Adoption of the Water Master Plan Update prepared by Freese and Nichols, Inc.

**FOR AGENDA OF:** April 22, 2014

**DATE SUBMITTED:** April 15, 2014

**SUBMITTED BY:** Kristine Ondrias  **CLEARANCES:** Todd Parton  
Deputy City Manager City Manager

**EXHIBITS:** Water Master Plan on file in the City Secretary's Office

**AGENDA MAILED TO:** 

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

Freese and Nichols, Inc. (FNI) was retained in 2013 by the City of Kerrville to update the 2008 Water Master Plan. The goals of the Water Master Plan were to investigate and analyze the existing water treatment plant and distribution system and to recommend an integrated capital improvement plan through the year 2032. The recommended improvements will serve as a basis for the design, construction, and financing of facilities required to meet Kerrville's water service needs as a result of the projected population growth and commercial development.

The document provided to the City Council is a compilation of information presented and approved by the City Council throughout the various workshops. This document, if approved, will serve to guide staff for future CIP projects and infrastructure needs.

**RECOMMENDED ACTION**

Staff recommends the City Council approve the adoption of the Water Master Plan as presented.

## **Agenda Item:**

6A. Quarterly report by Playhouse 2000. (staff)

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

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**SUBJECT:** Quarterly Report by Playhouse, 2000 Inc.

**FOR AGENDA OF:** April 22, 2014

**DATE SUBMITTED:** April 15, 2014

**SUBMITTED BY:** Ashlea Boyle   
Special Projects Manager

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:**

**AGENDA MAILED TO:**



**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

The Executive Director of Playhouse 2000, Inc. will provide a report regarding activities, programming, and operations at the Kathleen C. Cailloux Theater. This report will be provided on a quarterly basis.

**RECOMMENDED ACTION**

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

## **Agenda Item:**

6B. Budget update. (staff)

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

**SUBJECT:** Budget/Economic Update

FOR AGENDA OF: April 22, 2014 DATE SUBMITTED: April 11, 2014

**SUBMITTED BY:** Sandra Yarbrough, Director of Finance **CLEARANCES:** Todd Parton, City Manager

## EXHIBITS: Economic Update

**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 DIRECTOR OR FINANCE:**

## SUMMARY STATEMENT

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

## RECOMMENDED ACTION

No action required information purposes only.

**City of Kerrville**  
**Month ending March 31, 2014**  
**(Month 6 of FY14 Budget)**

	Current Month	Year To-Date	% (50.00) to Budget	Prior Year To-Date
<b>General Fund</b>				
<b>Total Revenues</b>	<b>\$1,068,881</b>	<b>\$14,601,512</b>	66.42%	<b>\$14,475,309</b>
Property tax	\$134,484	\$7,933,111	94.72%	\$7,904,133
Sales tax	\$393,873	\$2,825,872	51.38%	\$2,699,823
<b>Total Expenditures</b>	<b>\$1,949,975</b>	<b>\$10,092,580</b>	46.70%	<b>\$10,458,165</b>

<b>Water and Sewer Fund</b>				
	Current Month	Year To-Date	% (50.00) to Budget	Prior Year To-Date
<b>Total Revenues</b>	<b>\$744,698</b>	<b>\$4,782,173</b>	45.60%	<b>\$4,354,491</b>
Water Sales	\$301,218	\$2,098,886	41.24%	\$2,301,117
Sewer Service	\$307,582	\$1,902,235	49.80%	\$1,709,861
<b>Expenditures</b>	<b>\$671,439</b>	<b>\$4,100,801</b>	41.12%	<b>\$4,246,483</b>

<b>Hotel/Motel:</b>				
	Current Month	Year To-Date	% (50.00) to Budget	Prior Year To-Date
<b>Revenues</b>	<b>\$64,119</b>	<b>\$397,910</b>	46.26%	<b>\$376,849</b>
<b>Expenditures</b>	<b>\$1,500</b>	<b>\$453,043</b>	52.74%	<b>\$412,500</b>

<b>Unemployment: February 2014</b>	<b>Consumer confidence:</b>
National 6.7%	National 82.3% up 33.0% over 2013
Texas 5.7%	Texas 109.2% up 21.2% over 2013
Local 4.8%	(Sources: State Comptroller/WorkforceAlamo)

<b>Housing:</b>
<i>Statewide:</i>
Building permits issued single family housing (increased 13% compared to 2013)
Sales of existing single family house (increased 5.48% compared 2013)
Median sale price for existing single family (increased 10.7% compared to 2013)
(Source: State Comptroller)
<i>Local:</i>
<i>Permits Issued for New Residence</i>
Oct - Mar 2013 - 19
Oct - Mar 2014 - 28