AGENDA FOR REGULAR MEETING

CITY OF KERRVILLE, TEXAS

ECONOMIC IMPROVEMENT CORPORATION

MONDAY, FEBRUARY 23, 2015 AT 4:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

AGENDA FOR REGULAR MEETING OF THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION MONDAY, FEBRUARY 23, 2015, 4:00 P.M. KERRVILLE CITY HALL COUNCIL CHAMBERS 701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION

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

2. APPROVAL OF THE MINUTES:
2A. Minutes of the regular meeting held January 26, 2015.

3. MONTHLY REPORTS:
3A. Monthly financials for January 2015. (staff)

3B. Projects update. (staff)
River Trail and Parks projects

3C. Update regarding "GO Team" activities. (staff)

3D. Update regarding Kerr Economic Development Corporation Activities. (Jonas Titas)

4. INFORMATION AND DISCUSSION:
4A. Citizen Request to discuss affordable housing in Kerrville. (Florence Murray)

5. PUBLIC HEARINGS AND POSSIBLE ACTION:
5A. Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Cailloux Foundation for the Kerrville Chalk Festival event in an amount not to exceed $15,000. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.
I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time February 20, 2015, at 2:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown

Deputy City Secretary, City of Kerrville, Texas

5B. Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and Kerrville's Fourth on the River in an amount not to exceed $24,950. (staff)

5C. Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Kerrville Area Chamber of Commerce for the Kerrfest event in an amount not to exceed $25,000. (staff)

5D. Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville for the Mardi Gras on Main event in an amount not to exceed $10,000. (staff)

5E. Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Historic Downtown Business Alliance for the Sock Hop on the Star event in an amount not to exceed $8,750. (staff)

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Request from the Fox Tank Company to amend the penalty provisions for employment requirements of the funding agreement for the second phase of the Fox Tank project. (staff)

6B. Funding Request from the City of Kerrville for Phase 1 of the Streetscape Enhancement Project in an amount not to exceed $650,000. (staff)

7. EXECUTIVE SESSION:

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

Sections 551.071 (consultation with attorney), and 551.072 deliberation regarding real property:

- River Trail Project

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time February 20, 2015, at 2:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown

Deputy City Secretary, City of Kerrville, Texas

8. **ITEMS FOR FUTURE AGENAS**

9. **ANNOUNCEMENTS**

10. **ADJOURNMENT**

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time February 20, 2015, at 2:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown

Deputy City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Minutes of the regular meeting held January 26, 2015.

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION
REGULAR MEETING **January 26, 2015**

On Monday, January 26, 2015, the regular meeting of the directors of the City of Kerrville, Texas Economic Improvement Corporation, was called to order at 4:00 p.m. by David Wampler, President, in the Council Chambers at City Hall, at 701 Main Street, Kerrville, Texas.
The invocation was offered by Gary Cochrane.

Members Present:
David Wampler, President
Kenneth Early, Vice President
Gary Cochrane
Larry Howard
Stacie Keeble
Sheri Pattillo

Members Absent: None

City Executive Staff Present:
Todd Parton, City Manager
Kristine Day, Deputy City Manager
Mike Hayes, City Attorney
Cheryl Brown, Deputy City Secretary
Ashlea Boyle, Special Projects Manager
Sandra Yarbrough, Director of Finance
Brian Crenwelge, Project Manager
Malcolm Matthews, Parks and Recreation Director

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

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

2. **ELECTION OF SECRETARY:**
2A. Nominate and elect Secretary: Mr. Wampler asked the board for nominations or volunteers for the position of Secretary. Mr. Howard volunteered to serve in the position of Secretary until June, 2015.
Mr. Early moved to appoint Mr. Howard to the position of Secretary. Ms. Pattillo seconded, and the motion passed 6-0.

3. **APPROVAL OF THE MINUTES**:
3A. Mr. Cochrane moved to approve the minutes for the regular meeting held December 17, 2014, and the budget workshop meeting held on January 7, 2015. Mr. Howard seconded, and the motion passed 6-0.

4. MONTHLY REPORTS

Monthly financials for November 2014

4A. Ms. Yarbrough reported a beginning balance of $3,427,863; with $252,318 revenue, and $451,000 expenditures; leaving an ending cash balance on November 30, 2014 of $3,229,181. There was a 6.99% increase over 2014. She reviewed the capital projects status summary and the cash and investments fund.

4B. Capital projects update:

River trail and parks projects:

Mr. Crenwelge reported:

All dates are based upon contractor estimated schedules.

Package B: Zimmerman Construction completed this section of the river trail.

Park Improvements: J.M. Lowe was scheduled to finish the park improvement buildings by February 6, 2015. Restroom #1 was completed except for finishes. Restroom #2 and the pump house were both 80% complete. The Centennial stage steel framing and painting was completed. City staff was working on parking lot areas. Kraftsman was scheduled to be finished with the spray plaza by mid-February. The concrete for the spray park was poured today, and the dance floor was scheduled to be poured tomorrow. KPUB was setting the poles for street lighting by the end of January.

Package F from G Street to Kerrville-Schreiner Park: The shade structure was erected at G Street. GG&G completed 6,635 feet of river trail.

Cailloux Theater Lighting Project: This project was complete.

Schreiner University Athletic and Event Center: Ms. Boyle reported that work was finished, and the opening was held earlier this month.

4C. Update regarding "GO Team" activities:

Ms. Boyle reported the "GO Team" had met, and reviewed the applications that were received, and placed on the EIC agenda for this meeting.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Amendment to the Funding Agreement between the City of Kerrville Economic Improvement Corporation and Playhouse 2000, Inc. for the Cailloux Theater Support Facility Project: Jeffrey Brown reported on the project and the need for the amendment to the funding agreement.

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

5B. Funding request from the Cailloux Foundation for Chalk! – A Festival on the Plaza, in the amount of $15,000.00: Ms. Boyle reviewed the funding request. Mindy Wendele, with the Cailloux Foundation, spoke about the planned festival.

Mr. Early moved to approve the funding request. Ms. Pattillo seconded, and the motion passed 6-0.

5C. Funding request from Kerrville's Fourth on the River in the amount of $24,950.00: Ms. Boyle reviewed the funding request.
Mr. Howard moved to approve the funding request. Mr. Cochrane seconded, and the motion passed 6-0.

5D. Funding request from the Kerrville Area Chamber of Commerce for Kerrfest in the amount of $25,000.00: Ms. Boyle reviewed the funding request.
Mr. Howard moved to approve the funding request. Mr. Early seconded, and the motion passed 6-0.

5E. Funding request from the City of Kerrville for Mardi Gras on Main in the amount of $10,000.00: Ms. Boyle reviewed the funding request.
Ms. Pattillo moved to approve the funding request. Ms. Keebler seconded, and the motion passed 6-0.

5F. Funding request from the Historic Downtown Business Alliance for the Sock Hop on the Star in the amount of $8,750.00: Ms. Boyle reviewed the funding request.
Mr. Early moved to approve the funding request. Mr. Howard seconded, and the motion passed 6-0.

6. **EXECUTIVE SESSION:** There was no Executive Session.

7. **ITEMS FOR FUTURE AGENDAS:** None

8. **ANNOUNCEMENTS:** There were no announcements

9. **ADOURNMENT:**

Mr. Wampler adjourned the meeting at 4:27 p.m.

APPROVED: _____

_____
David Wampler, President

ATTEST:

_____
Cheryl Brown
Deputy City Secretary

Agenda Item:

3A. Monthly financials for January 2015. (staff)

TO BE CONSIDERED BY THE EIC
CITY OF KERRVILLE, TEXAS

SUBJECT: EIC Financials

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 17, 2015

SUBMITTED BY: Sandra G. Yarbrough
Director of Finance

CLEARANCES:

EXHIBITS: Monthly Financials
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

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

RECOMMENDED ACTION

Recommend acceptance of the financials.

CITY OF KERRVILLE
Economic Improvement Corporation
Sales Tax Improvement Fund - Summary
For the month ending January 31, 2015

Beginning Cash Balance			**$ 3,229,181**
Income:			
Sales Tax	$	245,845	
Interest Revenue	$	487	
Transfer In	$	180,000	
Total Income	$	426,332	
Expenses:			
Administrative Service Fee	$	8,333	
Transfer for Debt Service - 2012	$	42,667	
Transfer - Park Improvements	$	25,000	
Transfer - ED Set Aside	$	500,000	
Total Expenses	$	576,000	
Revenues Over (Under) Expenditures			$ (149,667)
Ending Cash Balance			**$ 3,079,513**

CITY OF KERRVILLE
Economic Improvement Corporation
Sales Tax Improvement Fund - Revenue and Expense Statement
For the month ending January 31, 2015

	Annual Budget	Current Period	Y-T-D Actual	% of Budget	Budget Balance
BEGINNING CASH BALANCE	$ 2,873,663		$ 2,873,663		
REVENUE:					
Sales and Use Tax	$ 2,931,638	$ 245,845	$ 994,283	33.92%	$ 1,937,355
Interest	$ 5,000	$ 487	$ 1,817	36.35%	$ 3,183
Transfer In		$ 180,000	$ 180,000		$ (180,000)
TOTAL REVENUE	$ 2,936,638	$ 426,332	$ 1,176,100	40.05%	$ 1,940,538

	Annual Budget	Current Period	Y-T-D Actual & Encumbrance	% of Budget	Budget Balance
EXPENDITURES:					
Administrative					
Local Meetings	$ 100	$ -	$ -	0.00%	$ 100
Advertising	$ 100	$ -	$ -	0.00%	$ 100
Administrative Services Fee	$ 100,000	$ 8,333	$ 33,333	33.33%	$ 66,667
Transfer to Debt Service Fund - River Trail	$ 512,000	$ 42,667	$ 170,667	33.33%	$ 341,333
Ecomonic Development Governing Body	$ 175,000	$ -	$ 166,250	95.00%	$ 8,750
River Trail Contirbution	$ 150,000	$ 25,000	$ 100,000	66.67%	$ 50,000
Total Administrative	$ 937,200	$ 76,000	$ 470,250	50.18%	$ 466,950
Category I - Business Development					
ED Set Aside	$ 500,000	$ 500,000	$ 500,000	100.00%	$ -
Unspecified	$ -	$ -	$ -	0.00%	$ -
Total Category I	$ 500,000	$ 500,000	$ 500,000	100.00%	$ -
Category II - Quality of Life					
Special Events	$ 100,000	$ -	$ -	0.00%	$ 100,000
Streetscape	$ 500,000	$ -	$ -	0.00%	$ 500,000
Baseball Complex	$ 500,000	$ -	$ -	0.00%	$ 500,000
Boardwalk	$ 250,000	$ -	$ -	0.00%	$ 250,000
Unspecified	$ -			0.00%	$ -
Total Category II	$ 1,350,000	$ -	$ -	0.00%	$ 1,350,000
Category III - Public Infrastructure					
Unspecified	$ -	$ -	$ -	0.00%	$ -
Total Category III	$ -	$ -	$ -	0.00%	$ -
Contingency	$ -	$ -	$ -	0.00%	$ -
	$ -	$ -	$ -		$ -
TOTAL EXPENDITURES	$ 2,787,200	$ 576,000	$ 970,250	34.81%	$ 1,816,950
NET REVENUES TO EXPENDITURES	$ 149,439	$ (149,668)	$ 205,850		

	Budget	Actual
ENDING CASH BALANCE	$ 3,023,101	**$ 3,079,513**

CITY OF KERRVILLE
Economic Improvement Corporation
Sales Tax Revenue Analysis - FY15
For the month ending January 31, 2015

Revenue Month	Actual FY 2012	Actual FY 2013	Actual FY 2014	Approved FY 2015	Actual FY 2015	FY14 vs FY15	Budget vs Actual
October	$ 219,934	$ 226,663	$ 241,503	$ 243,616	$ 238,933	$ (2,570)	-1.92%
November	$ 203,379	$ 210,744	$ 234,150	$ 236,201	$ 257,654	$ 23,504	9.08%
December	$ 208,227	$ 204,782	$ 214,424	$ 216,303	$ 251,851	$ 37,427	16.43%
January	$ 204,051	$ 217,647	$ 229,761	$ 231,772	$ 245,845	$ 14,073	6.07%
February	$ 264,744	$ 284,177	$ 296,036	$ -	$ -	$ -	0.00%
March	$ 186,812	$ 205,749	$ 207,869	$ -	$ -	$ -	0.00%
April	$ 185,835	$ 215,800	$ 218,030	$ -	$ -	$ -	0.00%
May	$ 223,320	$ 251,468	$ 268,682	$ -	$ -	$ -	0.00%
June	$ 195,775	$ 234,781	$ 267,530	$ -	$ -	$ -	0.00%
July	$ 210,758	$ 216,641	$ 222,961	$ -	$ -	$ -	0.00%
August	$ 239,007	$ 245,964	$ 266,321	$ -	$ -	$ -	0.00%
September	$ 203,486	$ 224,905	$ 238,926	$ -	$ -	$ -	0.00%
YTD Total	**$ 2,545,329**	**$ 2,739,321**	**$ 2,906,194**	**$ 927,892**	**$ 994,283**	**$ 72,434**	**7.16%**

CITY OF KERRVILLE
Economic Improvement Corporation
Capital Projects Fund - Summary
For the month ending January 31, 2015

Beginning Cash Balance			**$ 1,087,155**
Income:			
Transfer in - ED Set Aside	$ 500,000		
Total Income:	$ 500,000		
Expenses:			
Downtown Streetscape	$ 1,320		
Transfer Out - Return Funds	$ 180,000		
Total Expenses:	$ 181,320		
Revenues Over (Under) Expenditures		$	318,681
Ending Cash Balance		**$**	**1,405,835**

CITY OF KERRVILLE
Economic Improvement Corporation
Project Status Summary
For the month ending January 31, 2015

Fiscal Years	Projects	Agreement Commitment	EIC Funded To Date	Total Funded	Expenses to Date	Project Balance
2012-13	Downtown Streetscape	$ 35,100	$ 35,100	$ 35,100	$ 33,807	$ 1,293
2012-13	Playhouse 2000	$ 118,000	$ 118,000	$ 118,000	$ 113,469	$ 4,532
2012-13	Cailloux Theater Lighting	$ 200,652	$ 200,652	$ 200,652	$ 139,092	$ 61,560
2013-14	Cailloux Theater Expansion	$ 850,000	$ 500,000	$ 500,000	$ 38,493	$ 461,507
2013-14	Special Events FY14	$ 118,159	$ 118,159	$ 118,159	$ 116,215	$ 1,944
2013-14	Habitat for Humanity	$ 375,000	$ 375,000	$ 375,000	$ -	$ 375,000
2014-15	Special Events FY15	$ 100,000				$ -
2014-15	James Avery	$ 610,000				$ -
2014-15	Ed Set Aside	$ 500,000	$ 500,000	$ 500,000		$ 500,000
TOTALS		**$ 3,106,911**	**$ 1,546,911**	**$ 1,546,911**	**$ 524,860**	**$ 1,405,835**

Cash Balance on 1/31/2015 $ 1,405,835

General Capital Improvement Projects - supported by EIC

Fiscal Years	Projects	Agreement Commitment	Total Funded	Expense To Date	Balance
2011-12	River Trail	$ 6,000,000	$ 5,935,718	$ 3,087,813	$ 2,847,906
2011-12	Louise Hays/Lehman Monroe parks	$ 2,000,000	$ 2,600,000	$ 1,649,534	$ 950,466
Funding Agreement - C2011-76Totals		**$ 8,000,000**	**$ 8,535,718**	**$ 4,737,347**	**$ 3,798,371**

Notes:

6/24/14 - Project adjustments - $600,000.00 moved from River Trail project to Louise Hays/Lehman Monroe park improvements per EIC and City Council meetings - additional funding to replenish River Trail project to be requested by city staff from EIC at future EIC meeting.

9/22/14 - Project adjustment - $600,000.00 approved at EIC meeting for Louise Hays/Lehman Monroe park improvements (see note above)

Cash and Investments

For the month ending January 31, 2015

Cash and Investment Balances by Fund			
City G/L Fund	Fund Name	Balance	Period
40	Sales Tax Improvement Fund (operating fund)	$ 3,079,513	1/31/2015
75	EIC Projects Fund (capital projects fund)	$ 1,405,835	1/31/2015
	Total Cash and Investments	**$ 4,485,348**	1/31/2015

Cash and Investments by Type - Placement - Amount					
Type	Investment Placement	Amount	Interest Earned	Interest Earned (Annualized)	Period Ending
Cash	Wells Fargo Checking	$ 739,430	$ -	0.00%	1/31/2015
ST Investment	EIC TexPool	$ 1,623,980	$ 64.10	0.05%	1/31/2015
ST Investment	EIC TexStar	$ 1,625,163	$ 74.85	0.06%	1/31/2015
HILCO FCU	CD	$ 248,296	$ 136.98	0.66%	1/31/2015
Kerr County FCU	CD	$ 248,478	$ 210.85	1.02%	1/31/2015
	Total Cash and Investments	**$ 4,485,348**	**$ 486.78**	0.13%	1/31/2015

Agenda Item:

3B. Projects update. (staff)

River Trail and Parks projects

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

SUBJECT: Projects Update

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AB
Special Projects Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Project Status Reports

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

Staff will provide reports on the following projects:
River Trail and Parks Projects

RECOMMENDED ACTION

This report is for informational purposes only. No action required.

EIC Projects Update February 23, 2015

Package B River Trail:

Completed

Package F River Trail:

GG&G has completed 7945 linear feet of river trail an increase of 1310 linear feet from the previous month.

The G Street trailhead masonry work is under way, the plumbing is in place and the parking lot lighting is completed.

Park Improvements:

J.M. Lowe is scheduled to finish the park improvement buildings by the end of February.

The remaining concrete work for curbing and sidewalks is underway.

The City of Kerrville is working on the parking lot and street areas.

Spray Plaza:

Kraftsman will be finished with the spray plaza by mid-March.

KPUB:

KPUB is finished setting the poles for street lighting and the service at the upper plaza.

The City is trenching for the underground electrical conduit for the street lighting.

Agenda Item:

3C. Update regarding "GO Team" activities. (staff)

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

SUBJECT: Update on "GO Team" activities

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AB
Special Projects Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

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

SUMMARY STATEMENT

The "GO Team" has not met since the last EIC meeting.

RECOMMENDED ACTION

This report is for informational purposes only. No action required.

Agenda Item:

3D. Update regarding Kerr Economic Development Corporation Activities. (Jonas Titas)

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

SUBJECT: Update on Kerr Economic Development Corporation Activities

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AB **CLEARANCES:** Todd Parton
Special Projects Manager City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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 the Kerr Economic Development Corporation will provide a report regarding KEDC activity.

RECOMMENDED ACTION

This is for information only. No recommended action.

Agenda Item:

4A. Citizen Request to discuss affordable housing in Kerrville. (Florence Murray)

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

SUBJECT: Affordable Housing

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AB **CLEARANCES:** Todd Parton
Special Projects Manager City Manager

EXHIBITS: Letter from Florence Murray dated January 26, 2015

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

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

SUMMARY STATEMENT

This is a citizen request by Florence Murray for this item to be placed on the agenda. Ms. Murray will speak to the EIC in reference to her letter regarding affordable housing in which the corporation discussed briefly at the January workshop.

RECOMMENDED ACTION

This item is for information and discussion.

Florence L. Murray, CFLE

331 Turkey Valley Kerrville, TX 78028
830-792-3716 jfmurray@ktc.com

RECEIVED
JAN 26 2015
BY: QB

January 26, 2015

Kerrville Economic Improvement Corporation
David Wampler, President
Kerrville City Hall, 701 Main Street
Kerrville, TX 78028

Dear President Wampler and EIC Members.

An article in the Kerrville Daily times on January 8, 2015 headlined, "EIC considers new priorities," has encouraged me to come your meeting today. Of the several 'initiatives and projects identified in the article, 'affordable housing' is one I have devoted much time over the years. As the EIC continues its work to prioritize housing with the other concerns mentioned, I would like to share with you what I have learned, not only as a volunteer, but as a professional in the field of family economics.

My name is Florence L. Murray. I am a family life educator, a retired Family & Consumer Sciences teacher and case manager and active community member. Although I live just outside of Kerrville, I own property in town, work and shop in Kerrville, and consider it my community. In essence I am most fulfilled when working on projects and concerns in this area, because this is my home, and these are my neighbors. In December I stepped down after serving five years on the board of directors of the Hill Country Home Opportunity Council.

To remind myself before this meeting of the role of the EIC, I perused your website, where I reread your mission (and I am paraphrasing), "to use [4B tax] funds for projects that will essentially promote, encourage, enhance, and retain jobs that retain and / or expand the City tax base economy." The Daily Times article underscores that when the EIC succeeds in this mission Kerrville will realize its vision, one of, "... of prosperity, opportunity [higher] quality of life." Today, I both applaud your efforts and share what I have learned about "affordable housing."

First, underscoring City Manager Todd Parton's comments about "how difficult [it is] to find affordable housing,' I relooked at its definition. Both HUD and mortgage lending institutions say that if housing costs exceed 30% of a household's gross income, that housing is considered unaffordable. Allow me to give an expanded explanation:

It is not just the cost of the house as you go to your closing that makes it affordable, but the cost of maintaining, repairing and replacing aged materials, and the livability of the house that makes it affordable. Two reasonable guides followed are to save (have on hand) 1% per square foot per year. So a 1200 sq. ft. house would be about $1200 per year. The other is to have on hand 1% per value of house per year for maintenance. Using this guide a $140,000 house would require $1,400. Both are reasonable figures and the suggestion is to calculate both and then use the average between the two figures.

So a critically important evaluation involved in the building of "affordable housing" is ensuring that the standards for design, material use, and construction quality assure that the homeowner first, walks into a home that not only meets or exceeds these standards. Second would be that during the mortgage loan process the homeowner winds up with mortgage and housing costs that line up to allow for the costs involved in long-term home ownership.

How does Kerrville do at this point in this? Although calculated by county, in the last U.S. Census, 38% of Kerr County homeowners spent greater than 30% of their income on housing costs, or more of their gross income on rent.

City Manager Parton is absolutely right. The possibility of finding, "achievable, affordable" homes in this area is very difficult when one calculates the land costs. The eleven Pinto Trails homes, built by local contractors with funding assistance by both EIC and HUD rural loans, through the efforts of Hill Country Home Opportunity

Council, would have cost around $40,000 more per house. And that increase in housing cost would have precluded good, hard-working families from securing an affordable mortgage.

I might agree with Manager Parton that properties such as the Peterson Farm Road land could be a very good location for new housing. As to his question in the Times article, how might housing differ from Habitat than HCHOC? I would respectfully suggest one take a tour of Habitat houses and the newest housing built on Pinto Trail, then look at their numbers. Habitat homes have an $85,000 ceiling. HCHOC builds above that to $130,000 (the HUD ceiling).Given that the income requirements for Habitat homeowners are between 45% - 60% of Kerr County income ($25,470-$33,960) and applicants generally do not qualify for other mortgage opportunities, and HCHOC income levels are higher ($28,000-$50,000) and they DO qualify for HUD mortgages, higher for HCHOC secured HUD loans, the HCHOC houses should have a higher resale value and offer a higher quality of life for its owners.

How do you get to affordable housing here in Kerrville? EIC Wampler " suggested partnering with an entity to develop the project and then letting the housing market dictate what an "affordable" housing price should be. My informed opinion, market economic principles prices do not reflect definition of affordability. Market economics says the fewer the houses, the higher the price. With all due respect to homebuilders, just like all of us, they are trying to produce a good product at the lowest cost to them with the highest profit available. HCHOC has been "making affordable, quality housing opportunities available for low-to moderate income families," since 2007. without a profit factor.

My strong experience is that HCHOC could continue to be an excellent partner, and other entities committed to affordable housing in Kerrville could be encouraged to join in this very worthwhile effort.

In closing, I want to again commend the EIC and its president, David Wampler for their tireless work in its mission. I encourage ongoing dialogues with entities such as Hill Country Home Opportunity Council, Peter Finch and builders who might wish to participate in this, and in particular Kerrville residents who want very much to live here in affordable housing.

Sincerely,

Florence L. Murray

Florence L. Murray, CFLE-PC

Agenda Item:

5A. Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Cailloux Foundation for the Kerrville Chalk Festival event in an amount not to exceed $15,000. (staff)

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

SUBJECT: Hold a public hearing and consider a funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and The Cailloux Foundation for the Kerrville Chalk Festival event in an amount not to exceed $15,000

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AB **CLEARANCES:** Todd Parton
Special Projects Manager City Manager

EXHIBITS: Funding Agreement

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

A community event funding request application was submitted by The Cailloux Foundation for the *Kerrville Chalk Festival* event in the amount of $15,000. The festival will be held June 6-7, 2015 in Peterson Plaza and will be a new event to raise funds for local charitable causes. The event will include vibrant chalk art "street paintings" on the Plaza's pavement by artists and youth groups, activities, food, and live music.

The funding request of **$15,000** is for the purchase and / or rental of equipment and materials including:

- tables
- chairs
- umbrellas
- tents
- merchandise carts
- chalk

The "GO Team" evaluated this application and found it is feasible in that the uses are allowed under the regulations for projects related to recreation or community facilities.

On January 26, 2015, the EIC considered the funding request and directed staff to prepare a funding agreement for consideration in addition to holding a public hearing. If approved, the last step in this process is consideration and final approval by City Council on February 24, 2015.

RECOMMENDED ACTION

City staff recommends holding a public hearing and consideration and approval of this funding agreement as presented.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CAILLOUX FOUNDATION (KERRVILLE CHALK FESTIVAL) AND THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement is entered into by and between **THE CAILLOUX FOUNDATION**, a Texas nonprofit corporation ("THE FOUNDATION"), acting herein by and through its duly authorized Coordinator, ("FOUNDATION Officer"), and the **CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION** ("EIC"), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and codified in Chapters 501, 502, and 505 of the Texas Local Government Code, otherwise known as the Development Corporation Act of 1979 (the Act"), and acting by and through its duly authorized President, David Wampler.

WITNESSETH:

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

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

> *Equipment and improvements found by the EIC to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, and events, including stadiums, auditoriums, parks and park facilities, exhibition facilities, and related store, restaurant, and concessions and other related improvements that enhance any of the items described by Section 505.152 of the Act*; and

WHEREAS, THE FOUNDATION is hosting its Kerrville Chalk Festival ("Event") on June 6-7, 2015, which consists of a new community event; and

WHEREAS, THE FOUNDATION has and will continue to advertise the Event both locally and beyond so as to maximize the attendance of tourists at the Event; and

WHEREAS, THE FOUNDATION has applied for a grant from EIC for funding to be used to purchase materials and supplies and to rent equipment including tables, chairs, and umbrellas for the Event; and

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

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with THE FOUNDATION to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to THE FOUNDATION for its cost in renting or purchasing equipment for use at the Event; and

WHEREAS, on February 23, 2015, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

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

ARTICLE I.
EIC'S OBLIGATIONS

A. EIC grants to THE FOUNDATION an amount up to $15,000.00 ("Grant") for costs relating to equipment rental ("Equipment") and purchase of materials and supplies for the Event. The specific items that THE FOUNDATION intends to rent or purchase are listed on the attachment included as **Exhibit A**.

B. Subject to the terms and conditions set forth in Article II, the Grant will be provided to THE FOUNDATION by EIC and EIC shall administer the Grant on a reimbursable basis. Prior to any payment from EIC, THE FOUNDATION must first 1) submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval; and 2) comply with section D of Article II. Following the submission and verification thereof, EIC shall then reimburse THE FOUNDATION for the costs.

C. Payments made by EIC to THE FOUNDATION from 4B Revenues will be limited to the payments of "costs" as defined by the Act and as specified above for the Project.

D. In no event will the total amount of the Grant exceed $15,000.00.

ARTICLE II.
THE FOUNDATION'S OBLIGATIONS

A. In order to receive reimbursement from EIC, THE FOUNDATION must rent or purchase the Equipment for the Event and may not use the Equipment for any other purpose.

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

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

D. THE FOUNDATION shall provide a minimum of five (5) photos depicting the event, and a completed Post Event Report (attached as **Exhibit B**) to the EIC no later than 30 days following the Event.

ARTICLE III.
SALE OF PROJECT, MERGER OR CONSOLIDATION OF THE FOUNDATION

A. A sale of all or any of the assets of THE FOUNDATION will not release THE FOUNDATION from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that THE FOUNDATION's proposed successor shall have the financial condition to fully satisfy THE FOUNDATION's duties and responsibilities hereunder and agrees to assume THE FOUNDATION's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.

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

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

ARTICLE IV.
THE FOUNDATION'S REPRESENTATIONS AND WARRANTIES

A. THE FOUNDATION represents and warrants as of the date hereof:

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

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

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

(4) No written application, written statement, or correspondence submitted by THE FOUNDTION to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of THE FOUNDATION Officer, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

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

ARTICLE V.
EIC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

(2) The appointment of a receiver of THE FOUNDATION;

(3) The adjudication of THE FOUNDATION as bankrupt; and

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

B. Should any of these conditions not be cured by THE FOUNDATION, THE FOUNDATION will be considered to have breached this Agreement and EIC may, at its option, with written notice to THE FOUNDATION, terminate this Agreement and THE FOUNDATION shall be obligated to refund the EIC the full amount of any Grant funding received from the EIC.

ARTICLE VII.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other party, proceed immediately to cure or remedy such default or breach. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that THE FOUNDATION is not entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that EIC, pursuant to a breach and failure to cure by THE FOUNDATION in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

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

ARTICLE VIII.
GENERAL PROVISIONS

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

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

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement will be made or performed in Kerrville, Kerr County, Texas. Venue exists in Kerr County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas.

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

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

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

The Cailloux Foundation
Sandra Cailloux
Executive Director
912 Guadalupe Street
Kerrville, Texas 78028
Telephone: (830) 895-5222

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

F. Parties In Interest. Nothing in this Agreement entitles anyone other than THE FOUNDATION or EIC to any claim, cause of action, remedy, or right of any kind.

G. Term. The term of this Agreement (the "Term") shall commence on the date that signatures of the parties are affixed to this Agreement (the "Effective Date"), and will terminate on the earlier of: (i) November 1, 2015, or when the requirements set forth in this Agreement are completed, whichever date is later; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Articles VI or VII; (iv) or at THE FOUNDATION's sole and absolute discretion, but only upon THE FOUNDATION's return of all Grant funding to EIC that it has received under this Agreement. Upon termination of this Agreement, all rights, duties, and obligations of any kind under this Agreement will automatically expire and terminate and be of no other force and effect.

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

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties or between the parties and the City of Kerrville, Texas.

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

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

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

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

_____
David Wampler, President
Date: _____

THE CAILLOUX FOUNDATION

_____
Sandra Cailloux, Executive Director
Date: _____

ATTEST:

_____
Cheryl Brown, Recording Secret

APPROVED AS TO FORM:

_____
Michael C. Hayes, Attorney for EIC

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the Cailloux Foundation

EXHIBIT "A"

P.O. Box 291276 • Kerrville, Texas 78029-1276
Phone (830) 895-5222 • Fax (830) 895-5212

December 1, 2014

Mr. Jonus Titas, Executive Director
Kerrville Economic Development Corporation
1700 Sidney Baker
Kerrville, TX 78028

Dear Mr. Titas,

In the spring of 2015, The Cailloux Foundation will sponsor iCHALK! A Festival on the Plaza. This will be a new community biennial event for the purpose of creating economic development, interest in Kerrville's historic downtown area, encouraging participation in the arts, and to raise funds for local charitable causes. The Festival will be June 6 and 7, 2015 on the Peterson Plaza in Kerrville. This first year, the event will benefit Schreiner University's Schreiner Mansion.

The free event will feature vibrant chalk art or "street paintings" on the Plaza's pavement. Artist Henry Darnell, of Dallas, will be featured with a 12' x 12' street painting in the center of the Plaza. More than 20 additional guest artists from across the state will create large works. An estimated 25 local artists and youth groups will also be creating street paintings. Art will range from 12' x 12' to 4' x 4' in size. An area for children will be provided for 2' x 2' junior masterpieces. The community mural will be an opportunity for the general public to spontaneously join in to express their creativity on the pavement.

Because this is a new event, we are basing our estimate of more than 4,000 attendees on attendance reported from the 2014 Kerrville Festival of the Arts. Festival related merchandise will be sold on site and live music will be provided during most of the event. Gourmet food trucks will provide refreshments to complement offerings from existing downtown restaurants. The Festival will apply for a license to serve beer and wine at the event.

The Foundation is prepared to supplement funding for this event but believes it will become a stand-alone organization. Funds will be raised from sponsorships sold for each street painting, merchandise and drink sales, and donations. Sponsors will receive many benefits including their name in large letters above the art. Through responsible management, thorough marketing efforts, and thousands of volunteer hours the Festival will become self-sustaining by the second or third event as are a number of street painting festivals across the country.

We request $15,000 to be used to purchase or rent equipment and materials including tables, chairs, umbrellas, tents, merchandise carts and chalk. Large tents will be rented to shield artists and attendees from the weather. Umbrellas will be purchased for artists not under the large tents and for seating provided for the crowd. Merchandise carts and art chalk will be purchased. Purchased equipment will be stored at the expense of The Cailloux Foundation for use at future events. We anticipate that these costs will be approximately 40% of expenses based on the enclosed event budget.

Please let us know if we can provide additional information. Thank you for your consideration of our request.

Sincerely,

Sandy Cailloux

Sandy Cailloux
Executive Director

SECTION II - APPLICANT INFORMATION

Submittal Date: 12/1/14

ORGANIZATION

The Cailloux Foundation - CHALK! A festival on the Plaza
Applicant Name

P.O Box 291270 Kerrville TX 78029
Address City State Zip

830-895-5222 830-377-5455
Phone Alt. Phone Fax

www.cailloux foundation.org and/or
Website www.kerrvillechalk.org

PROJECT CONTACT

Katharine Schaafs Festival Coordinator
Contact Person Name Title

1700 Park Kerrville TX 78028
Address City State Zip

512-203-7414 n/a
Phone Alt. Phone Fax

kbschaafs@gmail.com
Email Address

Amount of Funding Requested: $ 15,000.00

Please include a cover letter and supplemental information as deemed appropriate that:

- clearly states the mission statement of the organization(s),
- a business plan (a document that projects 3-5 years and outlines a plan to grow revenues),
- what the requested funding shall be used for,
- if it is a new, existing or annual event,
- the number of years the organization has been in existence,
- the date and location of the event,
- average annual attendance,
- pertinent financial information (costs, revenues, percentage of funding request of total event budget and financial history), and
- a plan or statement of how the event shall become self-sustained in future years.

Continue to Section III

Financial Information: Five Years Annual Financials Attached _____
Include: Statement of profit and loss; Balance sheet; Cash Flow Statement; IRS reporting forms, Pro forma

Annual Sales for Corporation / Company $ _____

This Facility $ _____

Local Sales Tax paid Annually $ _____

Current Payroll $ _____

Has the Company ever filed for bankruptcy protection under Chapter 7 or Chapter 11 of the Bankruptcy Statutes? No ☐ Yes ☐ Details:

_____

_____

_____

_____

SECTION III - PROJECT INFORMATION

This application is for a:
Business Development ☐
- Expansion of Existing Facility ☐ or
- New Construction ☐
- Other ( )

Capital Improvements for Public Infrastructure
- Utilities ☐
- Roadways ☐
- Other ( )

Quality of Life
- Community Event ☑
- Project ☐

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

SECTION IV - PROJECT DESCRIPTION
Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed

Anticipated Number within 12 months of Completion of this project_____
Anticipated Number within 24 months of Completion of this project_____
Typical Job Descriptions or Job Titles of these employees:_____

_____

_____

_____

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

Part E - Payroll Impact n/a
Within 12 months of Project Completion _____Within 24 months of Project Completion_____

$_____ FTE X Avg. Wage X 40 hrs X 52 wks

$_____ PTE X Avg. Wage X 20 hrs X 52 wks

SECTION VI - OTHER ASSISTANCE

Has the Company applied for any State or Federal assistance on this project?
No ☑ Yes ☐
Describe:

_____

_____

_____

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

Sandra Cailloux
Printed name

12-1-14
Date

Executive Director
Title

Signature

Chalk: A Festival on the Plaza 2014 Event Budget

General Printing and Postage	Estimated	Actual	Comments
Letterhead & Envelopes	$300.00		
Promo Pamphlet/sponsor packet	$625.00		
Festival Program	$1,750.00		
Postage & mailing supplies (sponsor direct mail)	$500.00		
Signage needed at event (food/directional)	$325.00		
Misc Printing (fliers, VIP passes, etc)	$100.00		
Total	**$3,600.00**		

Sponsors Planning/Coordinating	Estimated	Actual	Comments
Sponsor VIP Party	$1,500.00		
Misc Sponsorship Materials/Supplies	$100.00		
Sponsor signage (banners/flags/fixtures)	$2,500.00		
VIP venue snacks	$500.00		
VIP Lanyards/badges/nametags	$150.00		
Sponsor photo holders	$100.00		
Photo processing	$100.00		
Total	**$4,950.00**		

Advertising/Marketing	Estimated	Actual	Comments
Print Advertising (newspaper, magazine, guides)	$10,000.00		Texas Monthly and Texas Highways
Online Advertising (travel sites, facebook, google, digital buys)	$3,000.00		
Postcards and Posters	$750.00		
Media Video	$1,500.00		PSA with Charlie
Billboard	$3,000.00		
Graphics Designer stipend	$1,500.00		Includes website
Misc. Marketing supplies and banners	$100.00		
Total	**$19,850.00**	**$0.00**	

Event Planning & Logistics Description	Estimated	Actual	
COK booth fees/permits/lane closures	$0.00		
Security	$1,500.00		
Radio rental	$250.00		
Golf cart rental	$750.00		
U-Haul truck rental	$200.00		
Port-o-Potties	$1,300.00		
Committee meals (grid team; event day set-up)	$125.00		
Trash removal and dumpsters	$750.00		
Rentals (storage unit, street cleaner, tents, etc)	$8,000.00		tents are $4k
Misc Logistics	$750.00		
Total	**$13,625.00**	**$0.00**	

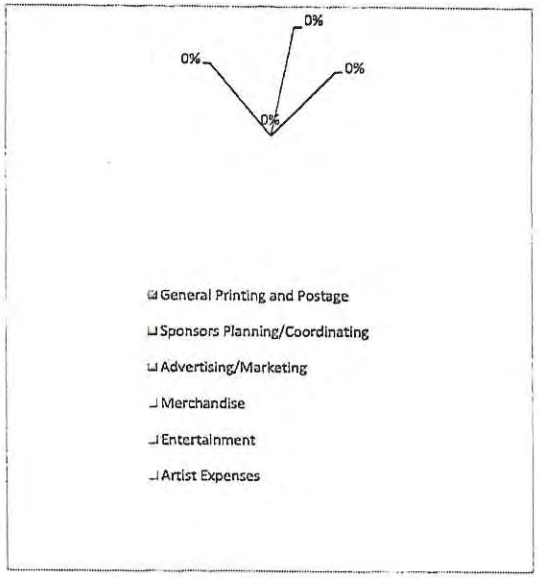
Merchandise	Estimated	Actual	Comments
T-shirts	$1,500.00		
Magnets	$750.00		
Specialty item	$500.00		
Total	**$2,750.00**	**$0.00**	

Entertainment	Estimated	Actual	Comments
All Performers	$2,000.00		
Misc expenses/supplies	$250.00		
P/A System and stage	$0.00		donated
Activity supplies	$975.00		
Total	**$3,225.00**		

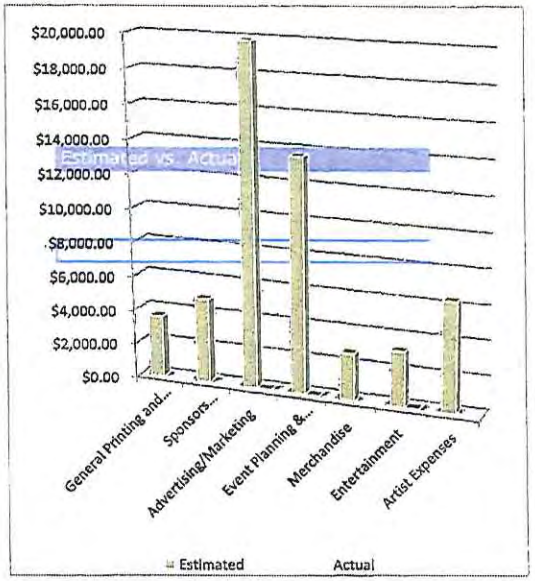
Artist Expenses	Estimated	Actual	Comments
Guest Artist Expenses	$1,000.00		
Lodging and artist thank you bags	$500.00		
Artist Tent Hospitality	$500.00		water and snacks
Artist and volunteer thx you cards	$100.00		
Promo Event: misc (snacks, water, wipes)	$100.00		
Fall Workshop: (artist stipend, snacks, water, wipes)	$350.00		
All chalk order - KOSS	$3,000.00		
Art supplies: spray chalk, tempura, wipes, gloves, tarps)	$750.00		supply drive?
Misc Artist Expenses	$100.00		
Total	**$6,400.00**	**$0.00**	

Total Expenses	Estimated	Actual	Comments
	$54,400.00	**$0.00**	

Actual Cost Breakdown



Estimated vs. Actual



042

www.kerrvillechalk.org

¡CHALK! A Festival on the Plaza

info@kerrvillechalk.org

January __, 2015

Name
Business
Address
City, State, Zip

Dear (Insert Name),

We invite you to join us in sponsoring a first time ever biennial happening on Peterson Plaza. This unique-to-Kerrville event, *¡CHALK! A Festival on the Plaza*, will be a family oriented event for the community taking place June 6 & 7, 2015. Artists of all ages will fill the Plaza pavement with festive chalk drawings, large and small, while spectators enjoy the creative process, listen to live music and browse food trucks, downtown shops and eateries.

To you or your company, sponsorship will mean:

- Exposure to a diverse audience with recognition in promotions and the media
- Your company/family name aligned with leading Kerrville institutions
- Exclusive marketing strategies and opportunities to build your name and relationships with clients and prospects
- Your company/family name artistically chalked alongside one artist's chalk drawing in large letters
- Link to your URL at kerrvillechalk.org and your company/family name featured online
- One color photograph of your sponsored chalk painting

Major sponsors will also receive additional benefits such as tickets to *¡CHALK! the Star Sponsor Reception* and onstage event recognition. Special sponsorship packages may be tailored to meet your specific needs.

Your sponsorship will provide the community with a distinctive art event to boost tourism, increase local economic development and free entertainment as well as direct support to the historic Schreiner Mansion. Funds raised are to support Schreiner Mansion this first year and other nonprofit organizations in the future. The Mansion, designed by Alfred Giles and completed in 1897, was the last home of Captain Charles Schreiner and is listed on the National Register of Historic Landmarks. All Festival proceeds will be used to install an elevator in the historic building making the second floor accessible to all.

Visit kerrvillechalk.org, email info@kerrvillechalk.org, call Beth Johnson at (830)792-7204 or simply send your completed sponsor form back by the post office or email. Sponsor *¡CHALK! A Festival on the Plaza today!*

Sincerely,

Sandy Cailloux
Executive Director
The Cailloux Foundation

Mark Tuschak
Vice President for Advancement
Schreiner University

Schreiner Mansion
HISTORIC SITE AND EDUCATION CENTER
Schreiner University

June 6 – 7, 2015

Street Painting on Peterson Plaza in Kerrville, Texas

¡CHALK!
A Festival on the Plaza

Being a sponsor puts you in good company.

The Cailloux Foundation is the founding sponsor for ¡CHALK! A Festival on the Plaza.

Yes, we would like to partner with Schreiner University and The Cailloux Foundation in building a vibrant community as a sponsor of the 2015 *iChalk! A Festival on the Plaza.*

- ❑ $5,000 Top Floor!
- ❑ $2,500 Going Up!
- ❑ $1,000 Ground Floor!
- ❑ $500 Garden Level!

ARTIST INFORMATION

- ❑ Please provide an artist for my sponsored square.
- ❑ I will recommend/provide an artist and contact information for my artist:

Artist name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email address: _____

SPONSOR INFORMATION

- ❑ I wish to pledge my support with full payment due by **March 31, 2014**
- ❑ Enclosed is my check payable to **The Cailloux Foundation** for the **Schreiner Mansion**

Please charge my credit card: ❑ **Amex** ❑ **MC** ❑ **Visa** Security Code: _____

Credit Card # _____ Expires: _____

Name: _____

As it appears on credit card

Contact Name: _____ **Phone:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Email Address: _____

The Cailloux Foundation and Schreiner University are 501 (c)(3) organizations and your donation is tax-deductible as allowed by law.

Please mail completed sponsor form with check to CHALK! at P.O. Box 291276, Kerrville, TX 78029-1276, pay at www.kerrvillechalk.org, scan and email form to sales@kerrvillechalk.org.

Schreiner Mansion
HISTORIC SITE AND EDUCATION CENTER
Schreiner University

www.kerrvillechalk.org

¡CHALK! A Festival on the Plaza

info@kerrvillechalk.org

Street painting or chalk art takes many forms from contemporary to classical. The 12' X 12' image to the left was created by Henry Darnell, of Dallas, on an obviously cracked portion of pavement with double yellow lines across the center. Darnell, a professional artist working in animated films and visual effects, is scheduled to be the Featured Artist for *¡CHALK! A Festival on the Plaza*. He will also teach a free street painting class hosted by the Kerr Arts and Cultural Center in April, 2015.

The 16' X 8' 3-D image on pavement shown below was created by Houston muralist Anat Ronen in 2014. Ronen will be one of the Guest Artists at the Festival.

Schreiner Mansion
HISTORIC SITE AND EDUCATION CENTER
Schreiner University

June 6 – 7, 2015

Street Painting on Peterson Plaza in Kerrville, Texas

EXHIBIT "B"

Post Event Report – Community Event Funding
Economic Improvement Corporation

1. Event Details:
   a. Name: _____
   b. Date(s): _____
   c. Location: _____
   d. Time: _____

2. Event Summary:

3. Total Grant From EIC:

4. Total Actual Reimbursement:

5. Grant Funds used for (list specifics):

6. Attendance:
   a. Total Attendance:
   b. Estimated number of attendees from outside of Kerr County:
   c. Factors that affected attendance (if any):

7. Total Ticket Sales (if applicable):

8. Gross Revenue:

9. Total Expenses:

Attach the following:

- ☐ List of Exhibitors
- ☐ Written Evidence of Costs (invoices, receipts, etc.)
- ☐ Photos of the Event (e-mail to ashlea.boyle@kerrvilletx.gov)

10. Any additional information you would like to share:

Report Completed by: _____ Date: _____

Agenda Item:

5B. Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and Kerrville's Fourth on the River in an amount not to exceed $24,950. (staff)

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

SUBJECT: Hold a public hearing and consider a funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and Kerrville's Fourth on the River in an amount not to exceed $24,950 for the annual July 4th event

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AB
Special Projects Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Funding Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

A community event funding request application was submitted by Kerrville's 4th on the River (K4OR) organization for items relating to the *Kerrville's 4th on the River* event to be held on July 4, 2015 in Louise Hays Park. The event will consist of children's activities, food vendors, and live music in conjunction with the annual City fireworks display sponsored by Mamacita's. There is no admission fee associated with this event.

K4OR is a 501C3 organization and has hosted this event since 2011. Their mission is to help the Kerrville Community in its revitalization efforts to attract and create a more vibrant downtown focusing on the Guadalupe River.

The funding request of **$24,950** is for the purchase and / or rental of equipment and materials including:

- Stage / Sound
- Tents
- Port-a-potties
- Generators
- Tables / Chairs

Prior funding received from EIC:
2013 – $25,000 granted, $21,371 actual reimbursement
2014 – $23,100 granted, $23,100 actual reimbursement

The "GO Team" evaluated this application and found that it is feasible in that the uses are allowed under the regulations for projects related to recreation or community facilities.

On January 26, 2015, the EIC considered the funding request and directed staff to prepare a funding agreement for consideration in addition to holding a public hearing. If approved, the last step in this process is consideration and final approval by City Council on February 24, 2015.

RECOMMENDED ACTION

City staff recommends holding a public hearing and consideration and approval of this funding agreement as presented.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN KERRVILLE'S FOURTH ON THE RIVER, INC. AND THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement is entered into by and between **KERRVILLE'S FOURTH ON THE RIVER, INC.**, a Texas nonprofit corporation ("KFOR"), acting herein by and through its duly authorized President, Ben Modisett ("KFOR Officer"), and the **CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION** ("EIC"), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and codified in Chapters 501, 502, and 505 of the Texas Local Government Code, otherwise known as the Development Corporation Act of 1979 (the Act"), and acting by and through its duly authorized President, David Wampler.

WITNESSETH:

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

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

> *Equipment and improvements found by the EIC to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, and events, including stadiums, auditoriums, parks and park facilities, exhibition facilities, and related store, restaurant, and concessions and other related improvements that enhance any of the items described by Section 505.152 of the Act*; and

WHEREAS, KFOR is hosting its annual event in conjunction with the City's July 4th fireworks display ("Event") on July 4, 2015; and

WHEREAS, KFOR has and will continue to advertise the Event both locally and beyond so as to maximize the attendance of tourists at the Event; and

WHEREAS, KFOR has applied for a grant from EIC for funding to rent or purchase equipment, including a stage, tents, and generators for the Event; and

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

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with KFOR to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to KFOR for its cost in renting equipment for use at the Event; and

WHEREAS, on February 23, 2015, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section

505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

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

ARTICLE I.
EIC'S OBLIGATIONS

A. EIC grants to KFOR an amount up to $24,950.00 ("Grant") for costs relating to equipment rental ("Equipment") for the Event. The specific items that KFOR intends to rent are listed on the attachment included as **Exhibit A**.

B. Subject to the terms and conditions set forth in Article II, the Grant will be provided to KFOR by EIC and EIC shall administer the Grant on a reimbursable basis. Prior to any payment from EIC, KFOR must first 1) submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval; and 2) comply with section D of Article II. Following the submission and verification thereof, EIC shall then reimburse KFOR for the costs.

C. Payments made by EIC to KFOR from 4B Revenues will be limited to the payments of "costs" as defined by the Act and as specified above for the Project.

D. In no event will the total amount of the Grant exceed $24,950.00.

ARTICLE II.
KFOR'S OBLIGATIONS

A. In order to receive reimbursement from EIC, KFOR must rent or purchase the Equipment for the Event and may not use the Equipment for any other purpose.

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

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

D. KFOR shall provide a minimum of five (5) photos and a completed Post Event Report (attached as **Exhibit B**) to the EIC no later than 30 days following the Event.

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

A. A sale of all or any of the assets of KFOR will not release KFOR from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that KFOR's proposed successor shall have the financial condition to fully satisfy KFOR's duties and responsibilities hereunder and agrees to assume KFOR's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.

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

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

ARTICLE IV.
KFOR'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

(4) No written application, written statement, or correspondence submitted by KFOR to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of KFOR Officer, contains any untrue statement

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

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

ARTICLE V.
EIC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

(2) The appointment of a receiver of KFOR;

(3) The adjudication of KFOR as bankrupt; and

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

B. Should any of these conditions not be cured by KFOR, KFOR will be considered to have breached this Agreement and EIC may, at its option, with written notice to KFOR, terminate this Agreement and KFOR shall be obligated to refund the EIC the full amount of any Grant funding received from the EIC.

ARTICLE VII.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other party, proceed immediately to cure or remedy such default or breach. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that KFOR is not entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that EIC, pursuant to a breach and failure to cure by KFOR in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

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

ARTICLE VIII.
GENERAL PROVISIONS

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

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

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement will be made or performed in Kerrville, Kerr County, Texas. Venue exists in Kerr County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas.

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

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

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

Kerrville's Fourth on the River, Inc.
Benjamin Modisett
President
Kerrville's 4th on the River
P.O. Box 295081
Kerrville, Texas 78029
bmodisett@me.com
Telephone (830) 370-9316

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

F. Parties In Interest. Nothing in this Agreement entitles anyone other than KFOR or EIC to any claim, cause of action, remedy, or right of any kind.

G. Term. The term of this Agreement (the "Term") shall commence on the date that signatures of the parties are affixed to this Agreement (the "Effective Date"), and will terminate on the earlier of: (i) September 1, 2015, or when the requirements set forth in this Agreement are completed, whichever date is later; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Articles VI or VII; (iv) or at

the KFOR's sole and absolute discretion, but only upon the KFOR's return of all Grant funding to EIC that it has received under this Agreement. Upon termination of this Agreement, all rights, duties, and obligations of any kind under this Agreement will automatically expire and terminate and be of no other force and effect.

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

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties or between the parties and the City of Kerrville, Texas.

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

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

EXECUTED AND EFFECTIVE, as of the date indicated above, by the City of Kerrville, Texas, Economic Improvement Corporation, by and through its Board President, duly authorized to execute same by action of the Board; and by Kerrville's Fourth on the River, Inc., acting through the KFOR Officer.

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

_____
David Wampler, President
Date: _____

KERRVILLE'S FOURTH ON THE RIVER, INC.

_____
Ben Modisett, President
Date: _____

ATTEST:

_____
Cheryl Brown, Recording Secretary

APPROVED AS TO FORM:

_____
Michael C. Hayes, Attorney for EIC

T:\Legal\EIC\Contract\EIC_Events\Kerrville Fourth on the River_020315_FINAL.docx

October 27, 2014

EXHIBIT "A"

Dear Mr. Wampler,

Kerrville's 4th on the River is a 501(c)3 tax-exempt organization based in Kerrville, TX. The mission of Kerrville's 4th on the River is to help the Kerrville Community in its revitalization efforts to attract and create a more vibrant downtown focusing on the Guadalupe River.

Kerrville's 4th on the River was started 4 years ago and has been successful events that coincided with the City of Kerrville's fireworks presentation. You may have heard about our events, for Kerrville was one of the only communities to even have a fireworks display in 2011, and was one of the most amazing displays we have ever seen. Thanks to many generous businesses in Kerrville like Mamacitas(who has given the city a grant to fund the fireworks display for 10 years) and James Avery Craftsman (our title sponsor for the 2011 event) and HEB and Guadalupe National Bank (title sponsors in 2012) we were able to bring upwards of 20,000 people to our downtown and city park to enjoy the festivities.

I am writing this letter to ask the Kerrville Economic Improvement Corporation to assist us this year in providing a free concert in downtown Kerrville.

We will have food vendors, kid's activities, and the live music. We want our event to be very family oriented and to be as economically feasible as possible for everyone to enjoy.

As our annual attendance has grown, and the possible changes to the event, we are hoping to bring upwards of 10,000 people to the day's festivities.

For the first two years of the event we were able to fund the concert solely on donations and ticket sales, and was able to breakeven. This past two years, we were able to raise enough money to put some towards next year's show, and plan to make our first grant to the Friends of the River Trail in 2014.

Our project Budget is as follows:

Stage/Sound	$14,500.00
Tents	$ 3,500.00
Port a Potties	$ 2,000.00
Generators	$ 4,250.00
Tables/Chairs	$ 700.00
Total	$24,950.00

Thank you for your consideration.

Benjamin Modisett
Kerrville's 4th on the River
President

SECTION II - APPLICANT INFORMATION

Submittal Date: 10/27/14

ORGANIZATION

Kerrville's 4th on the River
Applicant Name

P.O. Box 295081 | Kerrville | TX | 78029
Address | City | State | Zip

830.370.9316 | | |
Phone | Alt. Phone | Fax

kerrvilles4th.org
Website

PROJECT CONTACT

Ben Modisett | President
Contact Person Name | Title

3908 Bllewild | Austin | TX | 78731
Address | City | State | Zip

830.370.9310 | | |
Phone | Alt. Phone | Fax

bmodisett@me.com
Email Address

Amount of Funding Requested: $ 24,950

Please include a cover letter and supplemental information as deemed appropriate that:

- clearly states the mission statement of the organization(s),
- a business plan (a document that projects 3-5 years and outlines a plan to grow revenues),
- what the requested funding shall be used for,
- if it is a new, existing or annual event,
- the number of years the organization has been in existence,
- the date and location of the event,
- average annual attendance,
- pertinent financial information (costs, revenues, percentage of funding request of total event budget and financial history), and
- a plan or statement of how the event shall become self-sustained in future years.

Continue to Section III

Submittal Date: __/__/__

ORGANIZATION

Applicant Name

Address City State Zip

Phone Alt. Phone Fax

Website

PROJECT CONTACT

Contact Person Name Title

Address City State Zip

Phone Alt. Phone Fax

Email Address

Type of Business Structure: Corporation ☐ Partnership ☐ Sole Proprietorship ☐

Year Business Started: Year_____ Location _____

Current Employment: Permanent Full-Time _____ Permanent Part-Time _____

Average Production Wage _____

Full-Time Employees receive the following benefits:

Financial Information: Five Years Annual Financials Attached _____
Include: Statement of profit and loss; Balance sheet; Cash Flow Statement; IRS reporting forms, Pro forma

Annual Sales for Corporation / Company $ _____

This Facility $ _____

Local Sales Tax paid Annually $ _____

Current Payroll $ _____

Has the Company ever filed for bankruptcy protection under Chapter 7 or Chapter 11 of the Bankruptcy Statutes? No ☐ Yes ☐ Details:

_____

_____

_____

_____

SECTION III - PROJECT INFORMATION

This application is for a:
Business Development ☐
- Expansion of Existing Facility ☐ or
- New Construction ☐
- Other ( )

Capital Improvements for Public Infrastructure
- Utilities ☐
- Roadways ☐
- Other ( )

Quality of Life
- Community Event ☐
- Project ☐

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

SECTION IV - PROJECT DESCRIPTION
Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed

improvements; and (4) providing a list of eligible improvements; (5) provide a list of major, fixed equipment along with manufacturer specifications and cost quote from the manufacturer.

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

SECTION V – ECONOMIC IMPACT INFORMATION

Part A - Project Investment in Improvements

Total $_____
Sq. Footage of New Building (s) _____
Size of Parking _____
Other _____

Part B - Project Investment in Fixed Equipment

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

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

Anticipated Number of New Full-Time Employees as a result of this project_____
Anticipated Number within 12 months of Completion of this project_____
Anticipated Number within 24 months of Completion of this project_____
Typical Job Descriptions or Job Titles
_____
_____
_____
_____

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

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

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

Anticipated Number within 12 months of Completion of this project:_____
Anticipated Number within 24 months of Completion of this project_____
Typical Job Descriptions or Job Titles of these employees:_____

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

Part E - Payroll Impact
Within 12 months of Project Completion ____Within 24 months of Project Completion____

$_____
FTE X Avg. Wage X 40 hrs X 52 wks

$_____
PTE X Avg. Wage X 20 hrs X 52 wks

SECTION VI - OTHER ASSISTANCE

Has the Company applied for any State or Federal assistance on this project?
No ☐ Yes ☐
Describe:

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

Benjamin Mosiewitz
Printed name

10-27-14
Date

President
Title

Signature

EXHIBIT "B"

Post Event Report – Community Event Funding
Economic Improvement Corporation

1. Event Details:
   a. Name: _____
   b. Date(s): _____
   c. Location: _____
   d. Time: _____

2. Event Summary:

3. Total Grant From EIC:

4. Total Actual Reimbursement:

5. Grant Funds used for (list specifics):

6. Attendance:
   a. Total Attendance:
   b. Estimated number of attendees from outside of Kerr County:
   c. Factors that affected attendance (if any):

7. Total Ticket Sales (if applicable):

8. Gross Revenue:

9. Total Expenses:

Attach the following:

- ☐ List of Exhibitors
- ☐ Written Evidence of Costs (invoices, receipts, etc.)
- ☐ Photos of the Event (e-mail to ashlea.boyle@kerrvilletx.gov)

10. Any additional information you would like to share:

Report Completed by: _____ Date: _____

Agenda Item:

5C. Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Kerrville Area Chamber of Commerce for the Kerrfest event in an amount not to exceed $25,000. (staff)

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

SUBJECT: Hold a public hearing and consider a funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the Kerrville Area Chamber of Commerce in an amount not to exceed $25,000 for the Kerrfest event

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AB **CLEARANCES:** Todd Parton
Special Projects Manager City Manager

EXHIBITS: Funding Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

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

SUMMARY STATEMENT

A community event funding request application was submitted by the Kerrville Area Chamber of Commerce in the amount of $25,000 for the rental of grandstands for the *Kerrfest* event to be held May 14-17, 2015 at the Hill Country Youth Event Center (attached).

The event will include rodeo events, peddlers show, BBQ and chili contests, car show, dance, and local vendors. This is the fifth year for the event to take place and it continues to grow in attendance each year from 700-800 people in 2011 to over 4,000 people in 2014. The venue does not have spectator seating to accommodate the visitors or the growth in the event. The event seated approximately 300 people in its first two years, 700 in 2013, and increased to 1,300 in 2014 and 2015.

Prior funding received from EIC:
2013 – $10,500 granted, $10,500 actual reimbursement
2014 – $25,000 granted, $25,000 actual reimbursement

The "GO Team" evaluated this application and found that it is feasible in that the uses are allowed under the regulations for projects related to recreation or community facilities.

On January 26, 2015, the EIC considered the funding request and directed staff to prepare a funding agreement for consideration in addition to holding a public hearing. If approved, the last step in this process is consideration and final approval by City Council on February 24, 2015.

RECOMMENDED ACTION

City staff recommends holding a public hearing and consideration and approval of this funding agreement as presented.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN KERRVILLE AREA CHAMBER OF COMMERCE, INC. (KERRFEST) AND THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement is entered into by and between **KERRVILLE AREA CHAMBER OF COMMERCE, INC.**, a Texas nonprofit corporation ("KACC"), acting herein by and through its duly authorized President/CEO, Harold Dean ("KACC Officer"), and the **CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION** ("EIC"), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and codified in Chapters 501, 502, and 505 of the Texas Local Government Code, otherwise known as the Development Corporation Act of 1979 (the Act"), and acting by and through its duly authorized President, David Wampler.

WITNESSETH:

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

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

> *Equipment and improvements found by the EIC to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, and events, including stadiums, auditoriums, parks and park facilities, exhibition facilities, and related store, restaurant, and concessions and other related improvements that enhance any of the items described by Section 505.152 of the Act*; and

WHEREAS, KACC is hosting its annual Kerrfest on May 14-17, 2015, which is an event that includes rodeo events, food cook-offs, a street dance with live music, and vendors ("Kerrfest"); and

WHEREAS, KACC has and will continue to advertise Kerrfest both locally and beyond so as to maximize the attendance of tourists at Kerrfest; and

WHEREAS, KACC has applied for a grant from EIC for funding to rent equipment, including grandstands; and

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

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with KACC to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to KACC for its cost in renting equipment for use at Kerrfest; and

WHEREAS, on February 23, 2015, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

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

ARTICLE I.
EIC'S OBLIGATIONS

A. EIC grants to KACC an amount up to $25,000.00 ("Grant") for costs relating to equipment rental ("Equipment") for Kerrfest. The specific items that KACC intends to rent are listed on the attachment included as **Exhibit A**.

B. Subject to the terms and conditions set forth in Article II, the Grant will be provided to KACC by EIC and EIC shall administer the Grant on a reimbursable basis. Prior to any payment from EIC, KACC must first 1) submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval; and 2) comply with section D of Article II. Following the submission and verification thereof, EIC shall then reimburse KACC for the costs.

C. Payments made by EIC to KACC from 4B Revenues will be limited to the payments of "costs" as defined by the Act and as specified above for the Project.

D. In no event will the total amount of the Grant exceed $25,000.00.

ARTICLE II.
KACC'S OBLIGATIONS

A. In order to receive reimbursement from EIC, KACC must rent the Equipment for Kerrfest and may not use the Equipment for any other purpose.

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

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

D. KACC shall provide a minimum of five (5) photos depicting the event and a completed Post Event Report (attached as **Exhibit B**) to the EIC no later than 30 days following Kerrfest.

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

A. A sale of all or any of the assets of KACC will not release KACC from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that KACC's proposed successor shall have the financial condition to fully satisfy KACC's duties and responsibilities hereunder and agrees to assume KACC's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.

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

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

ARTICLE IV.
KACC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

(4) No written application, written statement, or correspondence submitted by KACC to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of KACC Officer, contains any untrue statement

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

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

ARTICLE V.
EIC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

(2) The appointment of a receiver of KACC;

(3) The adjudication of KACC as bankrupt; and

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

B. Should any of these conditions not be cured by KACC, KACC will be considered to have breached this Agreement and EIC may, at its option, with written notice to KACC, terminate this Agreement and KACC shall be obligated to refund the EIC the full amount of any Grant funding received from the EIC.

ARTICLE VII.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other party, proceed immediately to cure or remedy such default or breach. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that KACC is not entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that EIC, pursuant to a breach and failure to cure by KACC in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

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

ARTICLE VIII.
GENERAL PROVISIONS

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

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

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement will be made or performed in Kerrville, Kerr County, Texas. Venue exists in Kerr County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas.

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

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

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

Kerrville Area Chamber of Commerce, Inc.
Harold Dean, IOM
President/CEO
Kerrville Area Chamber of Commerce
1700 Sidney Baker, Ste. 100
Kerrville, Texas 78028
president@kerrvilletx.com
Telephone: (830) 896-1155

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

F. Parties In Interest. Nothing in this Agreement entitles anyone other than KACC or EIC to any claim, cause of action, remedy, or right of any kind.

G. Term. The term of this Agreement (the "Term") shall commence on the date that signatures of the parties are affixed to this Agreement (the "Effective Date"), and will terminate on the earlier of: (i) July 1, 2015, or when the requirements set forth in this Agreement are completed, whichever date is later; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Articles VI or VII; (iv) or at

the KACC's sole and absolute discretion, but only upon the KACC's return of all Grant funding to EIC that it has received under this Agreement. Upon termination of this Agreement, all rights, duties, and obligations of any kind under this Agreement will automatically expire and terminate and be of no other force and effect.

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

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties or between the parties and the City of Kerrville, Texas.

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

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

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

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

_____
David Wampler, President
Date: _____

KERRVILLE AREA CHAMBER OF COMMERCE, INC.

_____
Harold Dean, President/CEO
Date: _____

ATTEST:

_____
Cheryl Brown, Recording Secretary

APPROVED AS TO FORM:

_____
Michael C. Hayes, Attorney for EIC

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EXHIBIT "A"

Kerrville

December 1, 2014

Dear Economic Improvement Corporation:

Thank you for your consideration of the request from the Kerrville Area Chamber of Commerce for funding for Kerrfest. The requested amount is $25,000 for the lease of grandstands, to be held May 14-17, 2015, at the Hill Country Youth Event Center.

We will be hosting several events during Kerrfest such as a Peddlers Show, BBQ and Chili Contest, Rodeo, Car Show, Dance and Local Vendors. On Thursday night, we will kick off Kerrfest with a Junior rodeo. A jackpot team roping will take place Saturday morning with an estimated 100 teams. Open Pro Rodeo performances will be held Friday and Saturday nights. These events will draw contestants, spectators, and families from all over the state of Texas and beyond.

This is the fifth year for the event to take place. Participation has grown from 700 people the first year to over 4,000 this past year. The anchor of Kerrfest is the Rodeo that takes place Friday and Saturday nights. Unfortunately, there is no spectator seating at the outdoor arena in order to accommodate our visitors. For the first two years, we had to bring in portable aluminum bleachers, with seating only provided for approximately 300 people. The last 2 years, with the EIC funding, we were able to increase that seating to almost 1300. In order to grow this event, and increase the economic impact and number of visitors, we feel it is imperative that we provide adequate seating.

Providing safe, professional-grade, adequate seating for our anchor event is absolutely essential to the continued success and reputation of Kerrfest. We have enjoyed great partnerships with the City of Kerrville, Kerr County, and the Kerrville Convention and Visitors Bureau to promote our hill country town and businesses.

Our future plans are to continue to grow the event substantially every year. Last years economic impact was $822,000.00 for Kerrville/Kerr County. We recognize the inherent need for permanent seating at the outdoor arena and are exploring several different avenues for that, including public-private partnerships.

Mission Statement: The Kerrville Area Chamber of Commerce exists to strengthen and improve the greater Kerrville area business community in order to promote the economic well-being of our citizens.

Kerrfest is the largest special event hosted by KACOC.

Sincerely,

Harold Dean, IOM
President/CEO

KERRVILLE
CONVENTION & VISITORS BUREAU

KerrFest 2014
Estimated Economic Impact Report

79 Sponsors

Total Cash Revenue: $84,000.00

Approximately 4,000 attendees - estimated 60% of attendees + contestants were from outside Kerr County (provided by the Kerrville Area Chamber of Commerce)

Special Event Expenditures, based on the following assumptions:
4,000 attendees
60% or 2400 attendees stayed overnight-based on family of 3.3 persons per family staying 2 nights (Industry standard) = 1,455 special event roomnights.

$110 average expenditure/person/day (Industry standard)

2400 X $110.00 = 264,000.00 X 2 days = $528,000.00

Total Cash Revenue: $84,000 X 3.5 turnover = $294,000.00

Estimated Economic Impact for KerrFest 2014: $822,000.00

Developed by C. McIlvain
Kerrville CVB
May 28, 2014

STAR of TEXAS
TENTS AND EVENTS

Proposal

Company
Kerrville Area Chamber of Commerce
1700 Sidney Baker Ste. 100
Kerrville, TX 78028

Attn: Harold Doan
E-mail: president@kerrvilletx.com
Office: 830-896-1155
Fax:
Cell:

Proposal Date: 11/06/14
Withdrawn By: 1/06/15
Amended Date: 12/05/14
Presented By: Mary Fryer
Mobile: (210) 632-5017
Mary.Fryer@starfxevents.com

Job Site:
Youth Exhibition Center/ Kerrfest
3805 State Hwy 27 E
Kerrville, TX 78028
Event Date: Friday, May 15th, 2014 @ 8a-8p
Delivery: Monday, May 11th, 2014@ 8a-4p
Strike: Monday, May 18th, 2014 @ 8a-4p

Star of Texas Events, an Austin Sales, Inc. Company is pleased to quote the following for your consideration:

Bleachers	
1 – 13 Row by 180' long 6' elevated bleacher Approximate Gross seating 1560 Net seating 1388	$22,620.00
1 – 8' X 180' long deck with 19 (8'X8') VIP Sections w/ stairs for access to bleacher Seating as well as VIP sections	$ 5,225.00
1 – 40x60 Frame Tent w/8' Legs	$ 1,440.00
20 – Water Barrels	$ 200.00
2 – Hubbles (for lighting in tent)	$ 100.00
2 – 100' Extension Cords	$ 20.00
Less Discount	$- 2,072.35
Delivery	$ 1,800.00
8.25% Tax	Exempt
Estimated Total	$29,332.65

Client to provide forklift

Note: All work is quoted as work performed during normal business hours. Any work performed before or after normal business hours are subject to overtime rates

Quality People * Superior Service

Plus Applicable Taxes

Terms: 50% with Order, Balance Due Before Delivery

Austin Sales, Inc. provides $2,000,000.00 General Liability and Workman's Comp. insurance

All materials will be of the best grade available and will be constructed to meet O.S.H.A. and A.N.S.I. regulations. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do as specified. Payment due upon receipt of invoice, unless otherwise stated.

Authorized By:_____ Date:_____

6735 Walzem Rd., #2* San Antonio TX 78239 * (210) 656-1136 * Fax (210) 656-1143

STAR of TEXAS
TENTS AND EVENTS

Proposal Addendum

Normal conditions are as follows.

1. Rental equipment: This proposal is subject to the terms and conditions of our standard rental or sales contract.

2. Terms: Terms of proposal are 50% to Secure Order, balance to be paid before delivery.

3. Normal working hours: This quotation is based on all work being carried out during normal working hours, Monday – Friday 7:00 am – 4:00 pm. Saturday 8:00 am - 1:00pm, excluding holidays. All work executed outside these hours will be charged at overtime rates.

4. Fluctuation: This proposal is based on rates in effect at the date of our initial proposal and is subject to any increases after 30 days.

5. Extras: Any alteration or deviation from the proposal as quoted is subject to be charged at an additional amount. No additional work will be undertaken until approval has been received in writing from an authorized agent of your company.

6. Alterations: Any modification or alterations to the erected structure, by anyone including the Client, will be at the sole risk of the Client, and will remove liability from Star of Texas Events

7. Incomplete Structures: No one except Austin Sales, Inc., employees will be allowed to perform any work on or under the structure while erection, dismantling, additions or alterations are being performed.

8. Access & Permits: Reasonable access for men and materials are to be provided by Client. All permits are the Client's Responsibility.

9. Delays: If the completion of work is delayed, interrupted, or otherwise held up or discontinued because of Weather, Accidents, or any cause whatsoever beyond our control, and is not attributable to negligence or willful failure to perform, we shall not be held liable for any loss sustained by the Client or owner. Client will be liable for any delay, interruption, or stoppage that is attributable to Client or his client.

10. Completion and Use of Rented Items: Client accepts responsibility for all work performed as complete and safe. Client agrees to abide by all local, state and federal laws and OSHA regulations. No open flames or smoking is permitted under any tent structure.

11. Liability and Indemnification: Refer to the Rental Contract or Sales Contract.

12. Making Reservations: Quotes and Proposals do not guarantee availability of rental equipment. Equipment will be reserved only upon receipt of a signed rental contract and a 50% deposit. Final payment is due before delivery and installation.

13. Cancellations: (Non-Refundable 50% Deposit) When you reserve any product from us, and pay the required deposit, we will immediately remove the items from our inventory and schedule a crew. Therefore, any cancellation received within 14 days of installation will be charged 50% of the rental contract order. If the order is cancelled within 24 hours, full payment is due.

14. Tent Installation: Tent installation must be done correctly for the protection of the Client, the tent, and ultimately the success of the event. Therefore, a tent may not be erected in rain, excess wind, electrical storm, or any other weather conditions that pose a danger to any property or injury to any individual. The field supervisor will make the final call on whether the job can be completed safely. Star is not responsible for any acts of God.

15. Weather: Client understands that tents are temporary structures and are NOT to be used as safe protection or shelter from weather conditions like, but not limited to, strong winds, lighting, rain, hail or snow. Please evacuate the tents and seek adequate shelter if any unsafe conditions arise.

16. Damages: Star will take every possible means to protect the client's property. Client agrees to hold harmless Austin Sales, Inc, dba Star of Texas Events from any liability for any damage incurred during delivery, setup, dismantling and removal while on Client's property. This includes, but not limited to, ruts in the grass, sprinkler systems, scratches or cracks on the installed surface, and high wind related damages. Client also understands that tents are temporary structures and may leak during heavy rain.

Terms and conditions accepted by:

Presented by:
Mary Fryer
Austin Sales, Inc.
Dba Austin Sales & Scaffold
Dba Star of Texas Events

_____ Date _____
Signature

_____
Contact & Mobile #

_____
Date

6735 Walzem Rd., #2* San Antonio TX 78239 * (210) 656-1136 * Fax (210) 656-1143

APPLICATION FOR 4B SALES TAX FUNDS

CITY OF KERRVILLE
ECONOMIC IMPROVEMENT CORPORATION

Both the Economic Improvement Corporation Board of Directors (EIC) and the Kerrville City Council must approve all expenditures of 4B funding. Before a project may be considered and awarded any funds, the attached application must be completed and submitted to:

Kerr Economic Development Corporation
1700 Sidney Baker, Ste. 100
Kerrville, TX 78028
(830) 896-1157

All actions of the EIC are subject to the Development Corporation Act of 1979, article 5190.6 Vernon's Civil Statutes, Section 4B (now codified in Chapters 501, 502, and 505 of the Texas Local Government Code). The EIC is a legal entity with statutory authority to spend economic development sales tax dollars. The Corporation is city-chartered and governed by a Council-appointed board of directors. The EIC is a 4B Corporation and may fund "projects" focused on the creation of "primary jobs" and / or to provide an economic benefit to the City of Kerrville, as well as "Quality of Life" projects. Application approvals are subject to funding availability.

APPLICATION
SECTION 1 - DEFINITIONS

Business Incentives - Economic incentives for a Primary Employer to induce the creation or retention of primary jobs and Capital Investment that may include, but not limited to job, land, facilities, equipment and infrastructure grants or reimbursements of new facilities or modernizations of current facilities to be determined by the EIC and the City Council.

Capital Investment - The increase in the assessed value of an eligible property as a result of 'expansion' or 'modernization' of an 'existing facility' or construction of a 'new facility'.

City - City of Kerrville, Texas

Clawback - That provision in a Funding Agreement, which states how and to what extent any incentive payments from public funds must be repaid if the stated Performance Standards are not met.

Current Payroll - The company's total expenditure for all employees for the month immediately preceding this application multiplied by 12.

Deferred Maintenance - Improvements necessary for continued operations which do not improve productivity or are preformed to meet regulatory obligations.

SECTION II - APPLICANT INFORMATION

Submittal Date: 12/1/2014

ORGANIZATION

Kerrville Area Chamber of Commerce
Applicant Name

1700 Sidney Baker, Suite 100 Kerrville, TX 78028
Address — City — State — Zip

830-896-1155 — Alt. Phone — 830-896-1175 Fax
Phone

www.kerrvilletx.com
Website

PROJECT CONTACT

Harold Dean, TOM — President/CEO
Contact Person Name — Title

1700 Sidney Baker, Suite 100 Kerrville, TX 78028
Address — City — State — Zip

830-896-1155 — 830-928-4311 Alt. Phone — 830-896-1175 Fax
Phone

president@kerrvilletx.com
Email Address

Amount of Funding Requested: $ 25,000.00

Please include a cover letter and supplemental information as deemed appropriate that:

- clearly states the mission statement of the organization(s),
- a business plan (a document that projects 3-5 years and outlines a plan to grow revenues),
- what the requested funding shall be used for,
- if it is a new, existing or annual event,
- the number of years the organization has been in existence,
- the date and location of the event,
- average annual attendance,
- pertinent financial information (costs, revenues, percentage of funding request of total event budget and financial history), and
- a plan or statement of how the event shall become self-sustained in future years.

Continue to Section III

Submittal Date: __/__/__

ORGANIZATION

Applicant Name

Address | City | State | Zip

Phone | Alt. Phone | Fax

Website

PROJECT CONTACT

Contact Person Name | Title

Address | City | State | Zip

Phone | Alt. Phone | Fax

Email Address

Amount of Funding Requested: $_____

Please include a cover letter and supplemental information as deemed appropriate that:

- clearly states the mission statement of the organization(s),
- what the requested funding shall be used for,
- pertinent financial information (costs, revenues, percentage of funding request of total budget and financial history), and
- other information, as requested.

Continue to Section III

Submittal Date: __/__/__

ORGANIZATION

Applicant Name

Address City State Zip

Phone Alt. Phone Fax

Website

PROJECT CONTACT

Contact Person Name Title

Address City State Zip

Phone Alt. Phone Fax

Email Address

Type of Business Structure: Corporation ☐ Partnership ☐ Sole Proprietorship ☐

Year Business Started: Year_____ Location _____

Current Employment: Permanent Full-Time _____ Permanent Part-Time _____

Average Production Wage _____

Full-Time Employees receive the following benefits:

Financial Information: Five Years Annual Financials Attached _____
Include: Statement of profit and loss; Balance sheet; Cash Flow Statement; IRS reporting forms, Pro forma

Annual Sales for Corporation / Company $ _____

This Facility $ _____

Local Sales Tax paid Annually $ _____

Current Payroll $ _____

Has the Company ever filed for bankruptcy protection under Chapter 7 or Chapter 11 of the Bankruptcy Statutes? No ☐ Yes ☐ Details:

_____

_____

_____

_____

SECTION III - PROJECT INFORMATION

This application is for a:
Business Development ☐
- Expansion of Existing Facility ☐ or
- New Construction ☐
- Other ( )

Capital Improvements for Public Infrastructure
- Utilities ☐
- Roadways ☐
- Other ( )

Quality of Life
- Community Event ☑
- Project ☐

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

SECTION IV - PROJECT DESCRIPTION

Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed

improvements; and (4) providing a list of eligible improvements; (5) provide a list of major, fixed equipment along with manufacturer specifications and cost quote from the manufacturer.

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

SECTION V – ECONOMIC IMPACT INFORMATION

Part A - Project Investment in Improvements

Total $_____
Sq. Footage of New Building (s) _____
Size of Parking _____
Other _____

Part B - Project Investment in Fixed Equipment

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

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

Anticipated Number of New Full-Time Employees as a result of this project_____.
Anticipated Number within 12 months of Completion of this project_____
Anticipated Number within 24 months of Completion of this project_____
Typical Job Descriptions or Job Titles

_____
_____
_____
_____

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

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

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

Anticipated Number within 12 months of Completion of this project_____
Anticipated Number within 24 months of Completion of this project_____
Typical Job Descriptions or Job Titles of these employees:_____

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

Part E - Payroll Impact
Within 12 months of Project Completion _____Within 24 months of Project Completion_____

$_____
FTE X Avg. Wage X 40 hrs X 52 wks

$_____
PTE X Avg. Wage X 20 hrs X 52 wks

SECTION VI - OTHER ASSISTANCE

Has the Company applied for any State or Federal assistance on this project?
No [✓] Yes [ ]
Describe:

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

Harold Dean
Printed name

12-1-14
Date

President / CEO
Title

Signature

Kerrville

KERRVILLE AREA CHAMBER OF COMMERCE

It's all right here.

2016

2014-2015 Kerrville Area Chamber of Commerce Board of Directors

Mike Graxiola
Chairman of The Board
Kerrville Daily Times

Ward Jones
Chair-Elect
Benefit Choices Company

Kim Clarkson
First Vice Chairman
Kerr County Abstract & Title Co.

Randy Evans, CPA
Treasurer
Massey-Itschner & Company, P.C.

Tammy Clanton Roach
Secretary
Schreiner University

Kyle Bond
Immediate Past Chairman
Terminix Pest Control

Gregg Appel
Centennial Bank

Bill Muse
Schreiner University

Denny Foster
Lemon Tree Cleaners

Lisa Winters
Peterson Regional Medical Center

Denise LeMeilleur
LeMeilleur's RV, Truck & Equipment Repair

Scott Rain
Huser Construction

Paul Urban
Community Foundation of the Texas Hill Country

Debbie Freed
Taylor Properties

Jeff Talarico, CRPC
Ameriprise Financial-Talarico & Associates

Strategic Plan 2013-2016

Mission

The Kerrville Area Chamber of Commerce exists to strengthen and improve the greater Kerrville area business community in order to promote the economic well-being of our citizens.

Vision Statement

We the Chamber wish to preserve the natural beauty and rich heritage of the Hill Country by encouraging responsible commerce and thoughtful, progressive growth by promoting opportunities for all citizens and future generations.

Goals

- Achieve increasing economic improvement and growth.
- Diversify our tax base.
- Become the voice for the future of our community.
- Combine physical efforts with Convention and Visitors Bureau.
- Develop a community-wide branding effort.
- Foster and encourage the development of transportation resources.
- Promote the civic interests, general welfare, trade, and commerce of the Kerr County communities.
- Be the advocate for employers & employees as new government policies are considered.
- Implement a plan to achieve a balanced demographic.
- Become the leading Chamber of Commerce in our peer group.

Strategies

- Chamber takes lead role to emphasize Kerrville as a "Regional Hub" and a "Tourism Destination" along with continued support for retirement opportunities.
- Chamber takes responsibility to understand and communicate economic health, economic future, challenges, and solutions and develop a reporting system for progress (economic report card).
- Build a single, strong brand to better market Kerrville.
- Update Chamber Membership Program (i.e., Dues Structure, Retention of existing members and Five-Star Accreditation of Chamber).
- Create and promote a commercial development plan to be able to respond quickly to economic development opportunities.
- Be a policy advocate/Shape policy to the benefit of all businesses.
- Utilize & Communicate valid research.
- Educate Business Members, Potential Members, and the entire community.
- Be the information hub for the community.
- Encourage the recruitment and retention of job creators.

Tactics and Performance Indicators

- ⇒ Promote a community-wide charette composed of the following entities, including but not limited to: Chamber of Commerce; Convention & Visitors Bureau Board; Kerr Economic Development Corporation; Economic Improvement Corporation; City; County; Kerr County Bar Association; Peterson Foundation; Cailloux Foundation; Historic Downtown Business Alliance; Board of Realtors; Alamo Colleges; Schreiner University; Kerrville Independent School District; Peterson Regional Medical Center; Hill Country Veterans' Council; West Kerr County Chamber of Commerce.
- ⇒ Achieve consensus from all stakeholders on a consolidated image.
- ⇒ With the assistance from stakeholders create a new vision and branding for Kerrville for deployment by the end of 2013.
- ⇒ Identify a team to compose and publish an economic report card.
- ⇒ Advocate for all businesses and provide updates on legislation affecting them. Provide this information on a regular basis starting in March 2013.
- ⇒ Develop and implement a new structure for dues that is business friendly in FY 2012-2013.
- ⇒ Work with Convention & Visitors Bureau on physical relocation efforts. Have a contractual agreement in place by June 2013 or sooner.

Duration

The Strategic Plan shall take 3 years to accomplish all goals. The President/CEO of the Kerrville Area Chamber of Commerce, Executive Director of the Kerr Economic Development Corporation and the Executive Director of the Kerrville Convention & Visitors Bureau shall meet on a monthly basis and offer updates for compliance on this Plan. Bench marks shall be met for this plan to be complete. An annual update shall be presented to each entity mentioned in the Tactics and Performance Indicators section. During the 2nd year of this plan a committee shall review the progress and start the process of creating a new plan.

Photo credit: www.kerrvillephoto.com

Kerrville Area Chamber of Commerce
1700 Sidney Baker, Ste. 100
Kerrville, Texas 78028
830.896.1155
www.kerrvilletx.com

1:52 PM
01/07/16
Accrual Basis

Kerrville Area Chamber of Commerce
Profit & Loss
October 2013 through September 2014

	Kerrfest	Oct '13 - Sep 14
Ordinary Income/Expense		
Income		
42000 · FUNDRAISING EVENTS		
42040 · KerrFest		78,695.12
Total 42000 · FUNDRAISING EVENTS		78,695.12
Total Income		78,695.12
Gross Profit		78,695.12
Expense		
52000 · FUNDRAISING EVENTS EXPENSES		
52300 · Program Fees Expense		
52330 · KerrFest		18,956.16
Total 52300 · Program Fees Expense		18,956.16
52400 · Facility Rental		
52430 · KerrFest		21,206.25
Total 52400 · Facility Rental		21,206.25
52500 · Prizes/Awards		
52530 · KerrFest		2,282.03
Total 52500 · Prizes/Awards		2,282.03
52800 · Entertainment		
52830 · KerrFest		600.00
Total 52800 · Entertainment		600.00
Total 52000 · FUNDRAISING EVENTS EXPENSES		73,044.44
Total Expense		73,044.44
Net Ordinary Income		5,650.68
Net Income		5,650.68

EXHIBIT "B"

Post Event Report – Community Event Funding
Economic Improvement Corporation

1. Event Details:
   a. Name: _____
   b. Date(s): _____
   c. Location: _____
   d. Time: _____

2. Event Summary:

3. Total Grant From EIC:

4. Total Actual Reimbursement:

5. Grant Funds used for (list specifics):

6. Attendance:
   a. Total Attendance:
   b. Estimated number of attendees from outside of Kerr County:
   c. Factors that affected attendance (if any):

7. Total Ticket Sales (if applicable):

8. Gross Revenue:

9. Total Expenses:

Attach the following:

- ☐ List of Exhibitors
- ☐ Written Evidence of Costs (invoices, receipts, etc.)
- ☐ Photos of the Event (e-mail to ashlea.boyle@kerrvilletx.gov)

10. Any additional information you would like to share:

Report Completed by: _____ Date: _____

Agenda Item:

5D. Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville for the Mardi Gras on Main event in an amount not to exceed $10,000. (staff)

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

SUBJECT: Hold a public hearing and consider a funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville in an amount not to exceed $10,000 for the Mardi Gras on Main event

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AB
Special Projects Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Funding Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

A community event funding request application was submitted by the City of Kerrville for Main Street's *Mardi Gras on Main (MGOM)* event that was held on Fat Tuesday, February 17, 2015 in Historic Downtown Kerrville. *MGOM* began in 2005 as a celebration of Kerrville Main Street's 10th Anniversary. It has since evolved into a festival that focuses on Cajun food, entertainment, art, fine drinks, and a royal court. In 2014, the event was brought outside on the streets of Historic Downtown Kerrville (Earl Garrett Street) for the very first time. Due to its success, the 2015 *MGOM* was held in the same location.

In an effort to provide affordability and increase attendance, entry to the 2015 event was free. In the past, ticket prices ranged from $30-$75 each, which is expensive for an event of this nature. Events such as *Kerrville's 4th on the River* became much more successful once the ticket prices were dropped, thus allowing more of the general public an opportunity to attend. Even more fantastic enhancements were included such as a gumbo cook-off, addition of Cajun food, and a costume contest.

MGOM is the only fundraiser hosted by Kerrville Main Street. Previously, proceeds benefited solely public art projects with the installation of the Mother's Love sculpture by James Avery located at the corner of Earl Garrett Street and Main Street as the first completed project. Proceeds are now being designated to be returned back downtown through public art and revitalization projects. The new downtown banners are a minor project of these proceeds in addition to recent marketing efforts and a contribution to the

lighting of the downtown buildings for the holidays. City staff and the Main Street Advisory Board are currently developing a program of incentives to make available to downtown businesses through marketing / advertising grants, enhancing sign and façade grants in addition to a revised scope for public art.

The funding request of **$10,000** is for the purchase and / or rental of equipment and supplies such as:

- stage
- generators
- port-a-potties
- photo booth
- tables
- chairs
- linens
- trash receptacles
- heaters

The "GO Team" evaluated this application and found that it is feasible in that the uses are allowed under the regulations for projects related to recreation or community facilities.

On January 26, 2015, the EIC considered the funding request and directed staff to prepare a funding agreement for consideration in addition to holding a public hearing. If approved, the last step in this process is consideration and final approval by City Council on February 24, 2015.

RECOMMENDED ACTION

City staff recommends holding a public hearing and consideration and approval of this funding agreement as presented.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN CITY OF KERRVILLE (MARDI GRAS ON MAIN) AND THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

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

WITNESSETH:

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

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

> *Equipment and improvements found by the EIC to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, and events, including stadiums, auditoriums, parks and park facilities, exhibition facilities, and related store, restaurant, and concessions and other related improvements that enhance any of the items described by Section 505.152 of the Act*; and

WHEREAS, CITY is hosting its annual Mardi Gras on Main (MGOM) on February 17, 2015, which is an event that includes, food, entertainment, art, food cook-offs, a street dance with live music, and a costume contest; and

WHEREAS, CITY has and will continue to advertise MGOM both locally and beyond so as to maximize the attendance of tourists at MGOM; and

WHEREAS, CITY has applied for a grant from EIC for funding to rent or purchase equipment, including stage, generators, tables and chairs; and

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

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with CITY to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to CITY for its cost in renting equipment for use at MGOM; and

WHEREAS, on February 23, 2015, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section

505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

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

ARTICLE I.
EIC'S OBLIGATIONS

A. EIC grants to CITY an amount up to $10,000.00 ("Grant") for costs relating to equipment rental ("Equipment") for MGOM. The specific items that CITY intends to rent are listed on the attachment included as **Exhibit A**.

B. Subject to the terms and conditions set forth in Article II, the Grant will be provided to CITY by EIC and EIC shall administer the Grant on a reimbursable basis. Prior to any payment from EIC, CITY must first 1) submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval; and 2) comply with section D of Article II. Following the submission and verification thereof, EIC shall then reimburse CITY for the costs.

C. Payments made by EIC to CITY from 4B Revenues will be limited to the payments of "costs" as defined by the Act and as specified above for the Project.

D. In no event will the total amount of the Grant exceed $10,000.00.

ARTICLE II.
MAIN STREET'S OBLIGATIONS

A. In order to receive reimbursement from EIC, CITY must rent or purchase the Equipment for MGOM and may not use the Equipment for any other purpose.

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

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

D. CITY shall provide a minimum of five (5) photos depicting the event and a completed Post Event Report (attached as **Exhibit B)** to the EIC no later than 30 days following Event.

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

A. A sale of all or any of the assets of CITY will not release CITY from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that CITY's proposed successor shall have the financial condition to fully satisfy CITY's duties and responsibilities hereunder and agrees to assume CITY's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.

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

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

ARTICLE IV.
CITY'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

(4) No written application, written statement, or correspondence submitted by CITY to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of CITY's Officer, contains any untrue statement

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

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

ARTICLE V.
EIC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

(2) The appointment of a receiver of CITY;

(3) The adjudication of CITY as bankrupt; and

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

B. Should any of these conditions not be cured by CITY, CITY will be considered to have breached this Agreement and EIC may, at its option, with written notice to CITY, terminate this Agreement and CITY shall be obligated to refund the EIC the full amount of any Grant funding received from the EIC.

ARTICLE VII.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other party, proceed immediately to cure or remedy such default or breach. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that CITY is not entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that EIC, pursuant to a breach and failure to cure by CITY in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

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

ARTICLE VIII.
GENERAL PROVISIONS

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

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

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement will be made or performed in Kerrville, Kerr County, Texas. Venue exists in Kerr County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas.

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

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

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

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

F. Parties In Interest. Nothing in this Agreement entitles anyone other than CITY or EIC to any claim, cause of action, remedy, or right of any kind.

G. Term. The term of this Agreement (the "Term") shall commence on the date that signatures of the parties are affixed to this Agreement (the "Effective Date"), and will terminate on the earlier of: (i) July 1, 2015, or when the requirements set forth in this Agreement are completed, whichever date is later; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Articles VI or VII; (iv) or at the CITY's sole and absolute discretion, but only upon the CITY's return of all Grant funding to EIC that it has received under this Agreement. Upon termination of this Agreement, all rights, duties, and obligations of any kind under this Agreement will automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have

been negotiated and prepared at the joint request, direction, and construction of the parties, at arms length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties or between the parties and the City of Kerrville, Texas.

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

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

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

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

_____
David Wampler, President
Date: _____

CITY OF KERRVILLE

_____
Todd Parton, City Manager
Date: _____

ATTEST:

_____
Cheryl Brown, Recording Secretary

APPROVED AS TO FORM:

_____
Michael C. Hayes, Attorney for EIC

T:\Legal\EIC\Contract\Events\EIC_Main St_Mardi Gras on Main_020315_REDLINED.docx

EXHIBIT "A"

City of Kerrville
701 MAIN STREET · KERRVILLE, TEXAS 78028 · 830.257.8000 · KERRVILLETX.GOV

November 12, 2014

City of Kerrville, Texas
Economic Improvement Corporation
701 Main Street
Kerrville, Texas 78028

Subject: EIC Application for Community Events – *Mardi Gras on Main*

EIC Members:

This letter serves as the cover letter for the community event funding application for the 2015 *Mardi Gras on Main (MGOM)* event. The mission of Kerrville Main Street is to encourage civic, social, and economic welfare, to foster civic pride and cooperation, and to enhance the aesthetic, historical and cultural aspects of Kerrville through the four-point approach to Main Street. Kerrville Main Street envisions a partnership between business owners, residents, and the city on economic growth and stability through promotions and historic preservation of its downtown district and the surrounding area.

Kerrville Main Street hosts two special events in the main street district, *MGOM* and the *Holiday Lighted Parade*. *MGOM* is the only fundraiser hosted by Kerrville Main Street. Previously, proceeds benefited solely public art projects with the installation of the Mother's Love sculpture by James Avery located at the corner of Earl Garrett Street and Main Street as the first completed project. Proceeds are now being designated to be returned back to downtown through public art and revitalization programs and projects. The new downtown banners are a minor project of these proceeds in addition to recent marketing efforts and a contribution to the lighting of the downtown buildings for the holidays. City staff and the Main Street Advisory Board are currently developing a program of incentives to make available to downtown businesses through marketing / advertising grants, enhancing sign and façade grants in addition to a revised scope for public art, all through funds raised by *MGOM*.

MGOM began in 2005 as a celebration of Kerrville Main Street's 10th Anniversary. It has since evolved into a festival that focuses on food, entertainment, art, fine beer and wine, royal court, and crowning of the Mardi Gras King and Queen at the event. In

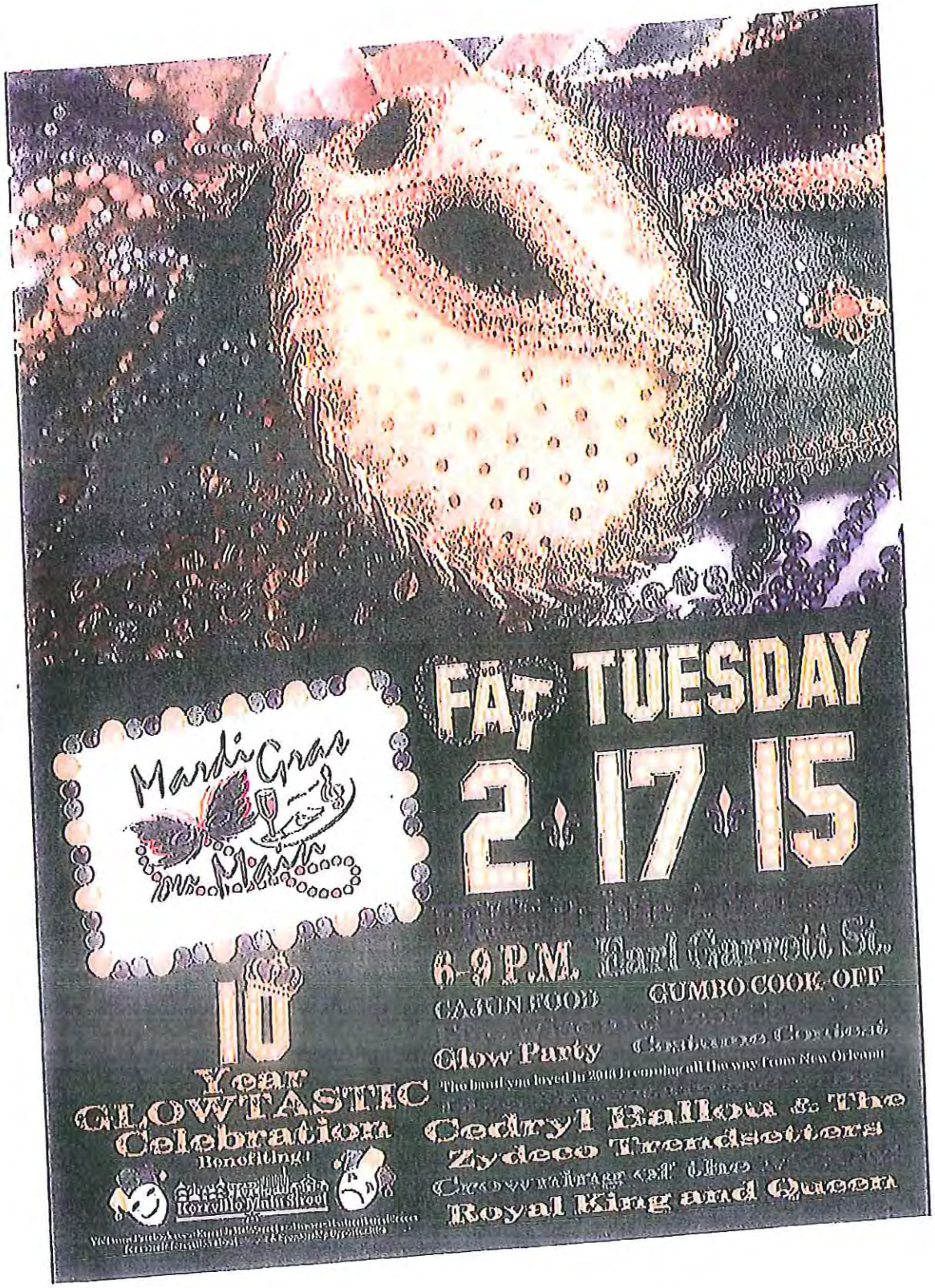
2014, the event was brought outside on the streets of Historic Downtown Kerrville (Earl Garrett Street) for the very first time. Due to its success, the 2015 *MGOM* will again be held in the same location on Fat Tuesday, February 17th from 6:00 p.m. – 9:00 p.m. Even more fantastic enhancements are planned such as a gumbo cook-off, addition of Cajun food, and a costume contest. A major component of *MGOM* is the arts. A call to artists has been completed for the Signature Art piece which will be professionally reproduced on posters, marketing materials, as well as featured on the private wine label for the event's Signature Wine.

In an effort to provide affordability and increase attendance, entry to the 2015 event will be free. In the past, ticket prices ranged from $30-$75 each, which is expensive for an event of this nature and annual attendance for the event has slowly declined as a result. Events such as *Kerrville's 4th on the River* became much more successful once the ticket prices were eliminated, thus allowing more of the general public an opportunity to attend.

The City of Kerrville is respectfully requesting up to $10,000 in funding to offset the costs relating to the purchase / rental of equipment to support the event such as: stage, generators, port-a-potties, photo booth, tables, chairs, linens, trash cans, and heaters.

Sincerely,

Ashlea Boyle
Special Projects Manager
City of Kerrville


Mardi Gras
FAT TUESDAY
2·17·15
6-9 P.M. Earl Garrett St.
CAJUN FOOD
GUMBO COOK OFF
Glow Party
10
Year
GLOWTASTIC
Celebration
Benefiting
Cedryl Ballou & The
Zydeco Trendsetters
Royal King and Queen

MARDI GRAS ON MAIN

Kerrville Main Street would be honored if you would consider being a sponsor for Mardi Gras on Main. Levels of support are listed below. Please join in support of Kerrville Main Street and this exciting downtown event! Thank you for your valuable time and consideration.

Mardi Gras on Main is the sole fundraiser benefiting the central city redevelopment efforts of the City of Kerrville Main Street program. The Main Street Advisory Board designates the funds to be returned downtown through revitalization projects and incentive programs such as façade and signage grants, marketing, public art, Christmas lighting and general beautification projects.

2015 Sponsorship Opportunities

$2,000 Event Sponsorship (Only 2 Available)
Logo Placement on Event Cups
Front Page Program Recognition as Event Sponsor
1 Full Page Advertisement in Official Event Program
2 Reserved Tables with Premium Spotlight Placement with Sponsor Centerpiece
Company Banner at the Event
Included in all Media Coverage
Logo on Event Website with Hyperlink to your Website
Logo on Event Flyer
16 tickets to VIP Sponsor Reception
2 drink tickets for up to 16 company representatives

$1000 Sponsorship
Half-Page Advertisement in Official Event Program
1 Reserved Table with Premium Spotlight Placement with Sponsor Signage
Company Banner at the Event
Included in all Media Coverage
Logo on Event Website with Hyperlink to your Website
Logo on Event Flyer
8 tickets VIP Sponsor Reception
2 drink tickets for up to 8 company representatives

$500 Sponsorship
Quarter Page Advertisement in Official Event Program
Logo on Event Website with Hyperlink to your Website
4 tickets VIP Sponsor Reception
2 drink tickets for up to 4 company representatives

$200 Sponsorship
Recognition in the Official Event Program
Recognition on Event Website
2 tickets VIP Sponsor Reception

Kerrville Main Street

Mardi Gras on Main

For more information, please contact:

Allison Bueche
MGOM Committee
allisonbueche@gmail.com
c: 830-329-5173

Kimberly Snyder
Main Street Manager
kim.snyder@kerrvilletx.gov
c: 830-353-1504

Community Event Projects

SECTION II - APPLICANT INFORMATION

Submittal Date: 11/12/14

ORGANIZATION

City of Kerrville
Applicant Name

701 Main Street | Kerrville | Texas | 78028
Address | City | State | Zip

(830) 257-8000 | (830) 258-1153 | (830) 792-8350
Phone | Alt. Phone | Fax

www.kerrvilletx.gov
Website

PROJECT CONTACT

Ashlea Boyle | Special Projects Manager
Contact Person Name | Title

same as above | | |
Address | City | State | Zip

same as above | | |
Phone | Alt. Phone | Fax

ashlea.boyle@kerrvilletx.gov
Email Address

Amount of Funding Requested: $ 10,000.00

Please include a cover letter and supplemental information as deemed appropriate that:

- clearly states the mission statement of the organization(s),
- a business plan (a document that projects 3-5 years and outlines a plan to grow revenues),
- what the requested funding shall be used for,
- if it is a new, existing or annual event,
- the number of years the organization has been in existence,
- the date and location of the event,
- average annual attendance,
- pertinent financial information (costs, revenues, percentage of funding request of total event budget and financial history), and
- a plan or statement of how the event shall become self-sustained in future years.

Continue to Section III

Quality of Life Projects

Submittal Date: __/__/__

ORGANIZATION

Applicant Name

Address | City | State | Zip

Phone | Alt. Phone | Fax

Website

PROJECT CONTACT

Contact Person Name | Title

Address | City | State | Zip

Phone | Alt. Phone | Fax

Email Address

Amount of Funding Requested: $_____

Please include a cover letter and supplemental information as deemed appropriate that:

- clearly states the mission statement of the organization(s),
- what the requested funding shall be used for,
- pertinent financial information (costs, revenues, percentage of funding request of total budget and financial history), and
- other information, as requested.

Continue to Section III

Submittal Date: __/__/__

ORGANIZATION

Applicant Name

Address City State Zip

Phone Alt. Phone Fax

Website

PROJECT CONTACT

Contact Person Name Title

Address City State Zip

Phone Alt. Phone Fax

Email Address

Type of Business Structure: Corporation ☐ Partnership ☐ Sole Proprietorship ☐

Year Business Started: Year_____ Location _____

Current Employment: Permanent Full-Time _____ Permanent Part-Time _____

Average Production Wage _____

Full-Time Employees receive the following benefits:

Financial Information: Five Years Annual Financials Attached _____
Include: Statement of profit and loss; Balance sheet; Cash Flow Statement; IRS reporting forms, Pro forma

Annual Sales for Corporation / Company $ _____

This Facility $ _____

Local Sales Tax paid Annually $ _____

Current Payroll $ _____

Has the Company ever filed for bankruptcy protection under Chapter 7 or Chapter 11 of the Bankruptcy Statutes? No ☐ Yes ☐ Details:

_____

_____

_____

_____

SECTION III - PROJECT INFORMATION

This application is for a:
Business Development ☐
- Expansion of Existing Facility ☐ or
- New Construction ☐
- Other ( )

Capital Improvements for Public Infrastructure
- Utilities ☐
- Roadways ☐
- Other ( )

Quality of Life
- Community Event ☑
- Project ☐

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

SECTION IV - PROJECT DESCRIPTION

Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed

improvements; and (4) providing a list of eligible improvements; (5) provide a list of major, fixed equipment along with manufacturer specifications and cost quote from the manufacturer.

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

SECTION V – ECONOMIC IMPACT INFORMATION

Part A - Project Investment in Improvements

Total $_____
Sq. Footage of New Building (s) _____
Size of Parking _____
Other _____

Part B - Project Investment in Fixed Equipment

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

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

Anticipated Number of New Full-Time Employees as a result of this project_____
Anticipated Number within 12 months of Completion of this project_____
Anticipated Number within 24 months of Completion of this project_____
Typical Job Descriptions or Job Titles

_____
_____
_____
_____

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

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

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

Anticipated Number within 12 months of Completion of this project_____
Anticipated Number within 24 months of Completion of this project_____
Typical Job Descriptions or Job Titles of these employees:_____

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

Part E - Payroll Impact
Within 12 months of Project Completion _____Within 24 months of Project Completion_____

$_____
FTE X Avg. Wage X 40 hrs X 52 wks

$_____
PTE X Avg. Wage X 20 hrs X 52 wks

SECTION VI - OTHER ASSISTANCE

Has the Company applied for any State or Federal assistance on this project?
No ☐ Yes ☐
Describe:

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

Ashlee Boyle
Printed name

November 12, 2014
Date

Special Projects Manager
Title

Signature

EXHIBIT "B"

Post Event Report – Community Event Funding
Economic Improvement Corporation

1. Event Details:
   a. Name: _____
   b. Date(s): _____
   c. Location: _____
   d. Time: _____

2. Event Summary:

3. Total Grant From EIC:

4. Total Actual Reimbursement:

5. Grant Funds used for (list specifics):

6. Attendance:
   a. Total Attendance:
   b. Estimated number of attendees from outside of Kerr County:
   c. Factors that affected attendance (if any):

7. Total Ticket Sales (if applicable):

8. Gross Revenue:

9. Total Expenses:

10. Any additional information you would like to share:

Attach the following:

- ☐ List of Exhibitors
- ☐ Written Evidence of Costs (invoices, receipts, etc.)
- ☐ Photos of the Event (e-mail to ashlea.boyle@kerrvilletx.gov)

Report Completed by: _____ Date: _____

Agenda Item:

5E. Funding Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Historic Downtown Business Alliance for the Sock Hop on the Star event in an amount not to exceed $8,750. (staff)

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

SUBJECT: Hold a public hearing and consider a funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the Historic Downtown Business Alliance in an amount not to exceed $8,750 for the Sock Hop on the Star event

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AB **CLEARANCES:** Todd Parton
Special Projects Manager City Manager

EXHIBITS: Funding Agreement

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

A community event funding request application was submitted by the Historic Downtown Business Alliance (HDBA) for the 3rd Annual *Sock Hop on the Star* event to be held in Historic Downtown Kerrville on September 19, 2015. Please note that the event date changed from the original date of September 26th included on the application. HDBA resurrected the former Harvest Moon Dance with a new 50's theme twist that includes a variety of fun oldies type booths and activities, live music, food, and more. Approximately 450 people attended the first *Sock Hop on the Star* event in 2013 and approximately 1,300 attended in 2014.

The funding request of **$8,750** is for the purchase and / or rental of equipment and supplies such as:

- Tables
- Chairs
- Table cloths
- Booth and raffle supplies

Prior funding received from EIC:
2014 – $5,016 granted, $5,016 actual reimbursement

The "GO Team" evaluated this application and found that it is feasible in that the uses are allowed under the regulations for projects related to recreation or community facilities.

On January 26, 2015, the EIC considered the funding request and directed staff to prepare a funding agreement for consideration in addition to holding a public hearing. If approved, the last step in this process is consideration and final approval by City Council on February 24, 2015.

RECOMMENDED ACTION

City staff recommends holding a public hearing and consideration and approval of this funding agreement as presented.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN HISTORIC DOWNTOWN BUSINESS ALLIANCE, INC. (SOCK HOP) AND THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement is entered into by and between **HISTORIC DOWNTOWN BUSINESS ALLIANCE, INC.**, a Texas nonprofit corporation ("HDBA"), acting herein by and through its duly authorized President, Keri Wilt ("HDBA Officer"), and the **CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION** ("EIC"), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and codified in Chapters 501, 502, and 505 of the Texas Local Government Code, otherwise known as the Development Corporation Act of 1979 (the Act"), and acting by and through its duly authorized President, David Wampler.

WITNESSETH:

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

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

> *Equipment and improvements found by the EIC to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, and events, including stadiums, auditoriums, parks and park facilities, exhibition facilities, and related store, restaurant, and concessions and other related improvements that enhance any of the items described by Section 505.152 of the Act*; and

WHEREAS, HDBA is hosting its 3rd Annual Sock Hop on the Star ("Event") on September 19, 2015, which consists a multigenerational family event; and

WHEREAS, HDBA has and will continue to advertise the Event both locally and beyond so as to maximize the attendance of tourists at the Event; and

WHEREAS, HDBA has applied for a grant from EIC for funding to rent or purchase equipment, including tables, chairs, and booth supplies for the Event; and

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

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with HDBA to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to HDBA for its cost in renting equipment for use at the Event; and

WHEREAS, on February 23, 2015, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section

505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

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

ARTICLE I.
EIC'S OBLIGATIONS

A. EIC grants to HDBA an amount up to $8,750.00 ("Grant") for costs relating to equipment rental ("Equipment") for the Event. The specific items that HDBA intends to rent are listed on the attachment included as **Exhibit A**.

B. Subject to the terms and conditions set forth in Article II, the Grant will be provided to HDBA by EIC and EIC shall administer the Grant on a reimbursable basis. Prior to any payment from EIC, HDBA must first 1) submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval; and 2) comply with section D of Article II. Following the submission and verification thereof, EIC shall then reimburse HDBA for the costs.

C. Payments made by EIC to HDBA from 4B Revenues will be limited to the payments of "costs" as defined by the Act and as specified above for the Project.

D. In no event will the total amount of the Grant exceed $8,750.00.

ARTICLE II.
HDBA'S OBLIGATIONS

A. In order to receive reimbursement from EIC, HDBA must rent or purchase the Equipment for the Event and may not use the Equipment for any other purpose.

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

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

D. HDBA shall provide a minimum of five (5) photos and a completed Post Event Report (attached as **Exhibit B**) to the EIC no later than 30 days following the Event.

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

A. A sale of all or any of the assets of HDBA will not release HDBA from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that HDBA's proposed successor shall have the financial condition to fully satisfy HDBA's duties and responsibilities hereunder and agrees to assume HDBA's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.

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

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

ARTICLE IV.
HDBA'S REPRESENTATIONS AND WARRANTIES

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

(1) HDBA is a Texas not-for-profit organization existing in good standing and authorized to do business in the State of Texas;

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

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

(4) No written application, written statement, or correspondence submitted by HDBA to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of HDBA Officer, contains any untrue statement

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

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

ARTICLE V.
EIC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

(2) The appointment of a receiver of HDBA;

(3) The adjudication of HDBA as bankrupt; and

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

B. Should any of these conditions not be cured by HDBA, HDBA will be considered to have breached this Agreement and EIC may, at its option, with written notice to HDBA, terminate this Agreement and HDBA shall be obligated to refund the EIC the full amount of any Grant funding received from the EIC.

ARTICLE VII.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other party, proceed immediately to cure or remedy such default or breach. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that HDBA is not entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that EIC, pursuant to a breach and failure to cure by HDBA in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

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

ARTICLE VIII.
GENERAL PROVISIONS

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

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

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement will be made or performed in Kerrville, Kerr County, Texas. Venue exists in Kerr County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas.

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

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

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

Historic Downtown Business Alliance, Inc.
Keri Wilt
President
Historic Downtown Business Alliance
P.O. Box 294443
Kerrville, Texas 78028
keri@grapejuiceonline.com
Telephone: (830) 343-7259

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

F. Parties In Interest. Nothing in this Agreement entitles anyone other than HDBA or EIC to any claim, cause of action, remedy, or right of any kind.

G. Term. The term of this Agreement (the "Term") shall commence on the date that signatures of the parties are affixed to this Agreement (the "Effective Date"), and will terminate on the earlier of: (i) November 1, 2015, or when the requirements set forth in this Agreement are completed, whichever date is later; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Articles VI or VII; (iv) or at

the HDBA's sole and absolute discretion, but only upon the HDBA's return of all Grant funding to EIC that it has received under this Agreement. Upon termination of this Agreement, all rights, duties, and obligations of any kind under this Agreement will automatically expire and terminate and be of no other force and effect.

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

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties or between the parties and the City of Kerrville, Texas.

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

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

EXECUTED AND EFFECTIVE, as of the date indicated above, by the City of Kerrville, Texas, Economic Improvement Corporation, by and through its Board President, duly authorized to execute same by action of the Board; and by Historic Downtown Business Alliance, Inc., acting through the HDBA Officer.

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

_____
David Wampler, President
Date: _____

HISTORIC DOWNTOWN BUSINESS ALLIANCE, INC.

_____
Keri Wilt, President
Date: _____

ATTEST:

_____
Cheryl Brown, Recording Secretary

APPROVED AS TO FORM:

_____
Michael C. Hayes, Attorney for EIC

T:\Legal\EIC\Contract\Events\EIC_HDBA_Sock Hop_020315_FINAL.docx

EXHIBIT "B"

Post Event Report – Community Event Funding
Economic Improvement Corporation

1. Event Details:
   a. Name: _____
   b. Date(s): _____
   c. Location: _____
   d. Time: _____

2. Event Summary:

3. Total Grant From EIC:

4. Total Actual Reimbursement:

5. Grant Funds used for (list specifics):

6. Attendance:
   a. Total Attendance:
   b. Estimated number of attendees from outside of Kerr County:
   c. Factors that affected attendance (if any):

7. Total Ticket Sales (if applicable):

8. Gross Revenue:

9. Total Expenses:

Attach the following:

- ☐ List of Exhibitors
- ☐ Written Evidence of Costs (invoices, receipts, etc.)
- ☐ Photos of the Event (e-mail to ashlea.boyle@kerrvilletx.gov)

10. Any additional information you would like to share:

Report Completed by: _____ Date: _____

EXHIBIT "A"

December 1, 2014

Kerr Economic Development Corporation
1700 Sidney Baker, Ste. 100
Kerrville, Texas 78028

To whom it may concern:
The Historic Downtown Business Alliance would like to request $8,750 in funds to support their third annual Sock Hop on the Star Event to be held in the heart of Downtown Kerrville on September 26th, 2015 from 6-10pm. The funds will be used to cover hard costs of equipment rentals, tables, chairs, table cloths, and booth and raffle supplies.

Event Purpose
1) To create a multi-generational family friendly community event that will drive potential customers into Downtown Kerrville.
2) To raise awareness of the businesses in Downtown Kerrville.
3) To raise funds for the Historic Downtown Business Alliance.

Event History
With the help of the EIC funding last year, HDBA was able to grow the event from 450 people to close to 1300 in just one year. The second Annual Sock Hop on the Star event was free with sponsored tables, street food and vendors, dancing to the local New Buddy Holly Band, and various 50's inspired booths. There were dance, costume, big hair, bubble gum and hula hoop contests too.

HDBA brought back the old tradition of the Harvest Moon Dance that took place every fall in Downtown Kerrville, but replaced it with a fun for all ages 50's street dance that has been very well received.

Growth Plan
HDBA plans to grow the event attendance and its revenue in the following ways:
1) By continuing to spread the word about this family friendly event to locals, triathletes, and their families.
2) By charging vendors for booth space.
3) By soliciting additional lead and table sponsors.
4) By increasing the marketing budget to include Radio and additional print.

Kerrville, Texas
HISTORIC DOWNTOWN Business Alliance

For more information:
Email: contact.hdba@downtownkerrville.com
Website: www.downtownkerrville.com/hdba

HDBA
PO. Box 29444
Kerrville, Texas 78029

Historic Downtown Business Alliance Purpose

The Historic Downtown Business Alliance is a not-for-profit organization funded by its membership and local fundraisers.

HDBA's Mission:

- Promote a strong business climate in Historic Downtown Kerrville by developing ideas and programs to promote existing businesses and to attract new businesses;
- Raise monies through membership dues, sponsorships, donations, grants, and fundraising activities to fund activities and advertising focused on expanding the customer base for all Downtown businesses;
- Foster communication and a spirit of cooperation within the Downtown community.

HDBA Background

HDBA in its current format began in 2012 by a group of downtown business owners who wanted to get involved in the revitalization of downtown Kerrville and work together to drive awareness and customers into the heart of our city. The Kerrville Downtown Business Association was currently in existence, but was not making an impact. The Downtown Businesses joined the then KDBA and revised the mission and bylaws to breathe new life into the organization and Downtown Kerrville.

For a brand new organization, HDBA has quickly become involved with the city and partnering with Main Street on key downtown issues, creating new events and refreshing old ones, and working hard to promote Downtown Kerrville.

Downtown Kerrville

Why is focusing on and supporting Downtown important? A successful downtown is important because that is an indicator of community pride, economic vitality, and social capital. Therefore, when the city center suffers, the whole city suffers. Creating an inviting and vibrant city center is an asset for recruiting new residents, businesses, industry, visitors, & the like. It also keeps the current residents happy & excited to call their city home.

Thank you for your time and consideration of funding. If you have any questions, please contact me direction at 830-343-7259 or at contacthdba@downtownkerrville.com.

Sincerely,

Keri Wilt

Keri Wilt
President of the Historic Downtown Business Alliance

Kerrville, Texas
HISTORIC DOWNTOWN Business Alliance

For more information:
Email: contacthdba@downtownkerrville.com
Website: www.downtownkerrville.com/hdba

HDBA
PO. Box 29444
Kerrville, Texas 78029

SECTION II - APPLICANT INFORMATION

Submittal Date: 12/1/14

ORGANIZATION
Historic Downtown Business Alliance
Applicant Name

PO Box 294443 Kerrville TX 78029
Address — City — State — Zip

8303437259 8307929463 N/A
Phone — Alt. Phone — Fax

www.downtownkerrville.com/hdba
Website

PROJECT CONTACT
Keri Wilt President, HDBA
Contact Person Name — Title

102 Water St. Kerrville, TX 78028
Address — City — State — Zip

8303437259 8307929463 N/A
Phone — Alt. Phone — Fax

contact hdba@downtownkerrville.com
Email Address

Amount of Funding Requested: $ 8,750.00

Please include a cover letter and supplemental information as deemed appropriate that:

- clearly states the mission statement of the organization(s),
- a business plan (a document that projects 3-5 years and outlines a plan to grow revenues),
- what the requested funding shall be used for,
- if it is a new, existing or annual event,
- the number of years the organization has been in existence,
- the date and location of the event,
- average annual attendance,
- pertinent financial information (costs, revenues, percentage of funding request of total event budget and financial history), and
- a plan or statement of how the event shall become self-sustained in future years.

Continue to Section III

Financial Information: Five Years Annual Financials Attached ✓
Include: Statement of profit and loss; Balance sheet; Cash Flow Statement; IRS reporting forms, Pro forma

Annual Sales for Corporation / Company $ ✓

This Facility $ ✓

Local Sales Tax paid Annually $ ✓

Current Payroll $ ✓

Has the Company ever filed for bankruptcy protection under Chapter 7 or Chapter 11 of the Bankruptcy Statutes? No ☐ Yes ☐ Details:

SECTION III - PROJECT INFORMATION

This application is for a:
Business Development ☐
- Expansion of Existing Facility ☐ or
- New Construction ☐
- Other ( )

Capital Improvements for Public Infrastructure
- Utilities ☐
- Roadways ☐
- Other ( )

Quality of Life
- Community Event ☑
- Project ☐

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

SECTION IV - PROJECT DESCRIPTION

Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed

improvements; and (4) providing a list of eligible improvements; (5) provide a list of major, fixed equipment along with manufacturer specifications and cost quote from the manufacturer.

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

SECTION V – ECONOMIC IMPACT INFORMATION

Part A - Project Investment in Improvements

Total $_____
Sq. Footage of New Building (s) _____
Size of Parking _____
Other _____

Part B - Project Investment in Fixed Equipment

(New)$ _____
Manufacturer of Equipment _____
Anticipated Useful Life of Equipment_____
Purchase Price $_____Installation Cost $_____
Anticipated Delivery time from Date of Order_____

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

Anticipated Number of New Full-Time Employees as a result of this project_____
Anticipated Number within 12 months of Completion of this project_____
Anticipated Number within 24 months of Completion of this project_____
Typical Job Descriptions or Job Titles
_____
_____
_____
_____

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

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

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

Anticipated Number within 12 months of Completion of this project /
Anticipated Number within 24 months of Completion of this project /
Typical Job Descriptions or Job Titles of these employees: /

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

Part E - Payroll Impact
Within 12 months of Project Completion / Within 24 months of Project Completion /

$ / FTE X Avg. Wage X 40 hrs X 52 wks

$ / PTE X Avg. Wage X 20 hrs X 52 wks

SECTION VI - OTHER ASSISTANCE

Has the Company applied for any State or Federal assistance on this project?
No ☒ Yes ☐
Describe:

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

Keri Wilt
Printed name

12/1/14
Date

President
Title

Keri Wilt
Signature

Sock Hop Budget

	Sept 27th 2014	Sept 26th 2015	TBD 2016	TBD 2017
Attendance	1300	1800	2300	2800
Expenses				
Music	$2,400	$3,300	$3,300	$3,300
1 Band	$1,800	2500	2500	2500
Stage Rental	$600	800	800	800
Security	$480	$640	$800	$960
$160 per police officer	$480	640	800	960
BEER BOOTH	$1,387	$1,475	$2,019	$2,531
Beer	$313	400	800	1000
Sangria	$144	144	288	600
Table license	$231	231	231	231
Cups	$699	700	700	700
Booth Supplies	$144	$300	$300	$300
Scavenger Hunt Prizes and Gum	$144	300	300	300
Decorations	$1,127	$1,150	$1,150	$1,750
Balloons	$78	100	100	100
Cut Outs & Photo Background	$41	0	0	0
Wallys, stage fringe, wristbands	$245	300	400	500
Committee Shirts	$730	250	250	250
Records	$56	0	0	0
Booth/Table Supplies	$277	500	700	1000
Rentals	$3,221	$4,500	$5,500	$6,500
Tables/Chairs/Table Cloths/generator	$3,221	4500	5500	6500
Raffle Supplies	$434	$500	$700	$900
Candy	$296	300	400	500
tickets	$32	0	50	50
Tickets and Old Time Candy fo Sponsors	$105	150	250	300
Marketing	$841	$1,050	$1,325	$1,650
Printing of Posters	$127	150	200	200
Signs/Printing/Laminating	$317	300	400	500
Ink for Printing	$94	100	125	150
Social Media Boosts	$97	200	300	500
Permanent Posters/Banners	$207	300	300	300
Radio Ads	$0	500	500	500
Total Costs	$10,334	$12,915	$15,394	$17,891
Revenue				
Drink/Activity/Raffle Tickets	$1,558	2500	3000	3500
Sponsorship	$1,500	2000	2500	3000
Vendors	$350	500	800	1000
EIC Funds	$5,016	8750	5000	3000
Tables Sold & Cash Sponsors	$7,000	12000	15000	18000
General Donations Total	$19,424	$26,750	$26,300	$26,500
Net Profit	$5,090	$13,835	$10,906	$8,609
EIC Refundable Items	$7,750	$8,750	$10,025	$12,000
% of Budget	70%	68%	68%	67%

Dear Prospective HDBA Member,

HDBA was started in 2012 by a group of downtown business owners who wanted to get involved in the revitalization of downtown Kerrville and work together to drive awareness and customers into the heart of our city.

Why is focusing on and supporting Downtown important? A successful downtown is important because that is an indicator of community pride, economic vitality, and social capital. Therefore, when the city center suffers, the whole city suffers. Creating an inviting and vibrant city center is an asset for recruiting new residents, businesses, industry, visitors, & the like. It also keeps the current residents happy & excited to call their city home.

And for a brand new organization, we have surely made our mark by getting involved with the city and partnering with Main Street on key downtown issues, creating new events and refreshing old ones, and working hard to promote Downtown Kerrville.

We hope that you will consider becoming a member of the Kerrville Historic Downtown Business Alliance (HDBA) so we can work together to make Downtown Kerrville the best it can be for businesses and the community.

The following are just a few of the projects HDBA has been involved in for 2012/13:

- HDBA Events helping to drive customers to Downtown:
  - The Holiday Stroll
  - Ladies Night Outs
  - Get on the Bus
  - Block Party
  - Wine Shares
  - 4th on the River
- HDBA Events Coming Up:
  - Sock Hop on the Star
  - Kerrville Tri
  - October Chamber Mixer
  - Downtown Open House
- Worked with the City & Other Organizations On:
  - DTown Parking Analysis
  - Signage Ordinance
  - Historical Narrative Signs
  - "I Wish This Was" Project
- HDBA Marketing:
  - Banner Sign at Key Events and near camps
  - A Frames promoting events
  - downtownkerrville.com
  - Print Media
  - Facebook Postings
  - Press Releases and More!

As an HDBA member, we hope that you will take advantage of the many opportunities to:

- Network with other downtown businesses during our regular meetings and events
- Being among the first people to learn about issues affecting downtown
- Work with a cohesive group of individuals who have a strong voice when it comes to presenting issues to local government and civic organizations
- Finding a committee or position that allows you to use your strengths to better downtown

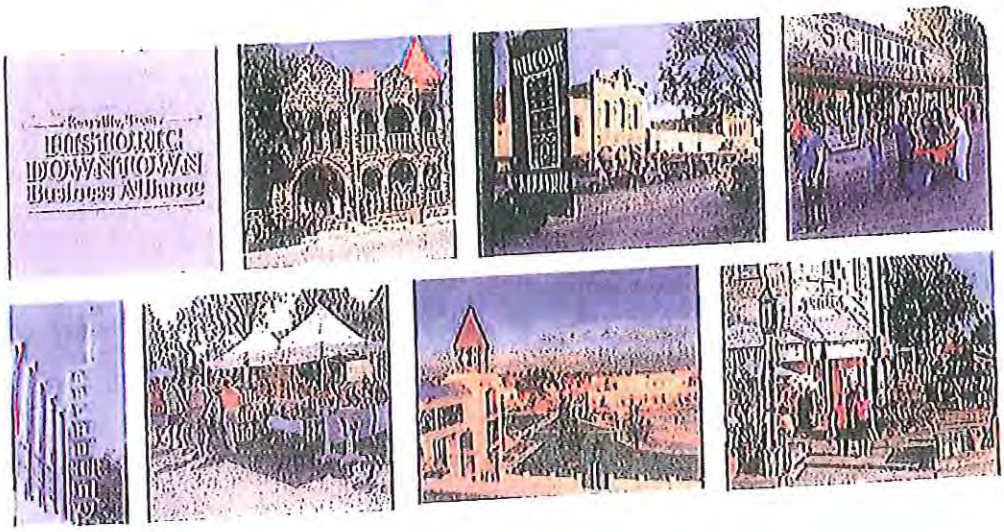
Sincerely,

Kerl Wilt
President of the Historic Downtown Business Alliance

Kerrville, Texas
Historic Downtown Business Alliance

For more information:
Email: contacthdba@downtownkerrville.com
Website: www.downtownkerrville.com/hdba

HDBA
PO. Box 294443
Kerrville, Texas 78029



Who We Are

The Historic Downtown Business Alliance is a not-for-profit organization funded by its membership and local fundraisers. Its success is driven by the hard work and dedication of the volunteers that work to make Downtown Kerrville thrive. We are your direct link to the City of Kerrville and hope to build a stronger more unified downtown through our various committees and our presence within Kerrville.

Our Mission

Our members work hard together to:

- Promote a strong business climate in Historic Downtown Kerrville by developing ideas and programs to promote existing businesses and to attract new businesses;
- Raise monies through membership dues, sponsorships, donations, grants, and fundraising activities to fund activities and advertising focused on expanding the customer base for all Downtown businesses;
- Foster communication and a spirit of cooperation within the Downtown community.

Officers

- President: Keri Wilt, Grape Juice/ Gather
- Vice President: Lanza Teague, Kerr Arts and Cultural Center
- Secretary: Sara Cotton, Yoga Space
- Treasurer: Kristy Vandenberg, Hill Country Chapter of the American Red Cross

Meetings

HDBA meetings are held quarterly on the second Thursday of the month. January and July's meetings are at 6:00 p.m. and April and October's meetings are held at 8:30 a.m. at the Hill Country Red Cross. Members will also be informed regularly with updates regarding downtown via email.

Kerrville, Texas
HISTORIC
DOWNTOWN
Business Alliance

For more information:
Email: contacthdba@downtownkerrville.com
Website: www.downtownkerrville.com/hdba

HDBA
PO. Box 294443
Kerrville, Texas 78029

Membership Benefits

Benefits	Downtowner	Friends of Historic Downtown
Be a part of a cohesive, strong group that makes a difference for downtown	X	X
Network with other HDBA members at quarterly meetings, events, and more	X	X
Stay informed about issues effecting downtown through quarterly meetings and regular email newsletters	X	X
Work with local groups and organizations such as the CVB, the Chamber, and Main Street to enhance downtown and attract customers	X	X
Get involved in our various committees	X	X
Receive a list of new and current HDBA members, sent electronically each month	X	X
Participate in, or sponsor HDBA events such as Ladies Night Out, the Holiday Stroll, the Block Party, Sock Hop and more	X	X
Give input on all things downtown including events, marketing, changes, revitalization efforts of downtown and more	X	X
Benefit from HDBA advertising of downtown	X	
Participate in HDBA promotions	X	
Reach new customers through HDBA's social media sites	X	
Take advantage of various benefits through HDBA's Chamber of Commerce membership	X	
Request press releases on business expansions, new businesses, events, and more	X	
Vote on important decisions regarding downtown	X	

Membership Descriptions

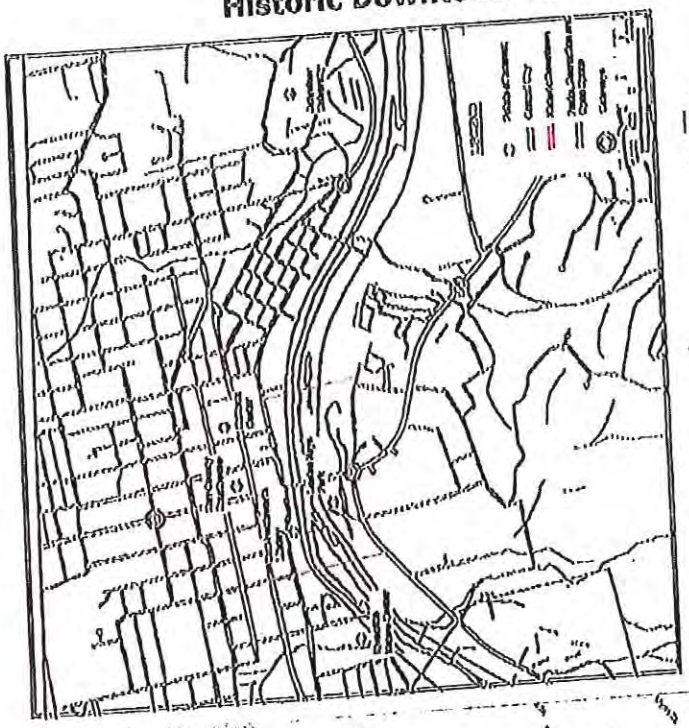
- **Downtowner Membership** is open to all businesses, property owners, non-profit organizations and community events within the Historic Downtown as defined by the City of Kerrville Comprehensive Plan adopted July 9, 2002 (see map on next page). General members are voting members of the Alliance and may request for a roll call vote on any issue to be decided by a vote of the membership. General members may hold office and serve on any committee or project team. General membership costs $100.00 yearly.
- **Friends of Historic Downtown Membership** is open to all who love downtown Kerrville! This membership allows you to share your thoughts and opinions about downtown to make a difference. Friends of Historic Downtown members are non-voting members but do have opportunities to work within committees, attend meetings, and volunteer to accomplish the mission of the Alliance. Friends of Historic Downtown membership costs $50.00 a year.

Kerrville, Texas
HISTORIC DOWNTOWN
Business Alliance

For more information:
Email: contacthdba@downtownkerrville.com
Website: www.downtownkerrville.com/hdba

HDBA
PO. Box 294443
Kerrville, Texas 78029

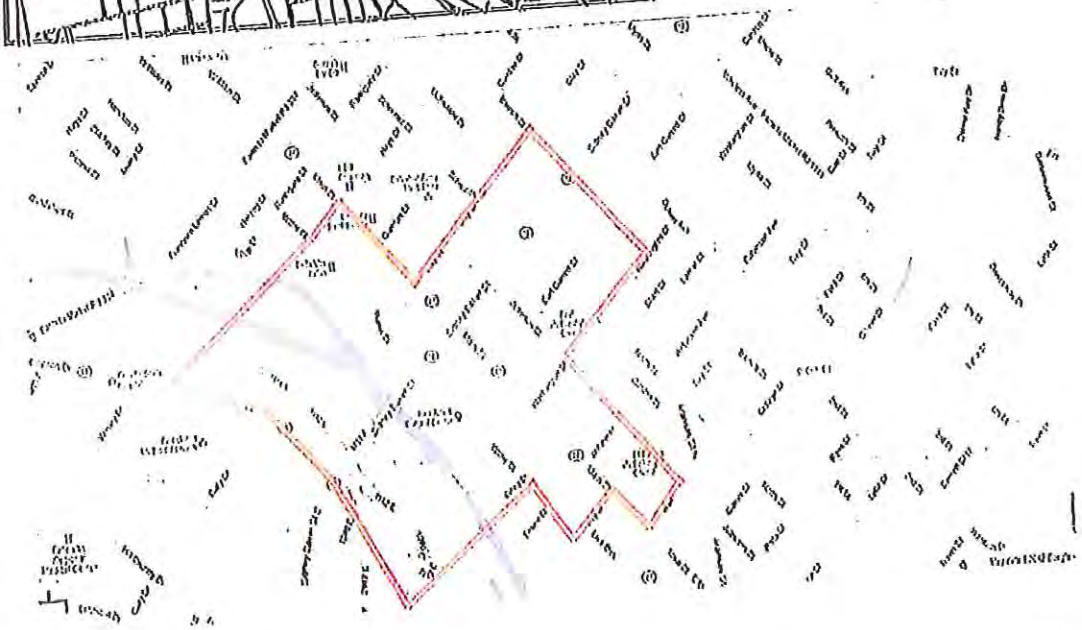
Historic Downtown Kerrville Defined



Historic Downtown Kerrville lines were created by the City of Kerrville as a part of their Comprehensive Plan (see left).

This area is the sole focus of the HDBA.

Below is a more detailed map with the Historic Downtown lines drawn in red.



Kerrville, Texas
HISTORIC DOWNTOWN Business Alliance

For more information:
Email: contacthdba@downtownkerrville.com
Website: www.downtownkerrville.com/hdba

HDBA
PO. Box 294443
Kerrville, Texas 78029

Kerrville, Texas
HISTORIC DOWNTOWN Business Alliance

Membership Application

Business Name: _____

Primary Contact: _____ Title: _____

Mailing Address: _____

City: _____ State/Zip: _____ Primary Contact's Phone: _____

Primary Contact's Email: _____

Business Address: _____

Additional Contacts:

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Brief description of business: _____

_____

Website: _____

Facebook: _____

My primary Goal for H.D.B.A. is _____

_____

There are a variety of committees that need your involvement!
Please check the one(s) that interest(s) you.

- ☐ Marketing
- ☐ Ladies Night Out
- ☐ Historical Markers
- ☐ Events
- ☐ Sock Hop
- ☐ Communications
- ☐ Holiday Stroll
- ☐ Membership

_____ **Downtowner Membership** ($100.00 a year)

_____ **Friends of Historic Downtown Membership** ($50.00 a year)

Pay by: _____ Credit Card (see attached form) _____ Check

Mail form and payment to the address listed below or bring it to the next meeting!

>>>

HDBA Driven Events

Kerrville, Texas
HISTORIC DOWNTOWN Business Alliance

For more information:
Email: contacthdba@downtownkerrville.com
Website: www.downtownkerrville.com/hdba

HDBA
PO. Box 294443
Kerrville, Texas 78029

One Time Credit Card Payment Authorization Form

Sign and complete this form to authorize the HISTORIC DOWNTOWN BUSINESS ALLIANCE (HDBA) to make a onetime debit to your credit card listed below.

By signing this form you give us permission to debit your account on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please complete the information below:

I _____ (Full name) authorize the HDBA to charge my credit card account indicated below for _____ (Amount) on or after _____ (Date). This payment is for Historic Downtown Business Alliance membership dues. (Description of Goods/ Services)

Billing Address: _____

City, State, Zip Code: _____

Email: _____ Phone: _____

Account Type: ☐ Visa ☐ Mastercard ☐ American Express ☐ Discover

Cardholder Name: _____

Account Number: _____ Exp. Date: _____

CVV2: (3 digit number on the back of Visa, Discover, Mastercard; 4 digits on the front of American Express) _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

SIGNATURE: _____ DATE: _____

Kerrville, Texas
HISTORIC DOWNTOWN Business Alliance

For more information:
Email: contacthdba@downtownkerrville.com
Website: www.downtownkerrville.com/hdba

HDBA
PO. Box 294443
Kerrville, Texas 78029

Agenda Item:

6A. Request from the Fox Tank Company to amend the penalty provisions for employment requirements of the funding agreement for the second phase of the Fox Tank project. (staff)

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

SUBJECT: Request from the Fox Tank Company to amend the penalty provisions for the employment requirements of the funding agreement for the second phase of the Fox Tank project

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AB **CLEARANCES:** Todd Parton
Special Projects Manager City Manager

EXHIBITS:

1. Letter from the Fox Tank Company dated February 5, 2015
2. Funding Agreement 2012-03 for Fox Tank #1
3. Funding Agreement 2013-02 for Fox Tank #2

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

This item has been placed on the agenda per request of the Fox Tank Company. The request outlined in the letter pertains to amending the penalty provisions for the employment requirements of the economic development grant agreement for the second phase of the Fox Tank project. Specifically the request is to reduce the penalty to $500 per job, which is derived by dividing the actual value of the grant by the number of guaranteed jobs.

RECOMMENDED ACTION

For consideration and possible action.

FOX TANK COMPANY
FAMILY OWNED SINCE 1974
API 12F -- 0092
Certified Tank Manufacturer
Oilfield Storage Tanks – Heaters – Separators

David Wampler
Kerrville Economic Improvement Corporation
701 Main Street
Kerrville, TX 78028

DATE: February 5, 2015

Mr. Wampler:

The incentive agreements dated January 2012 & March 2013 with the City of Kerrville Economic Improvement Corporation (EIC) require Fox Tank to maintain a minimum of 90 full time employees, 60 in steel tank construction and 30 in heater-treater / pressure vessel construction. Fox Tank is in compliance with the first incentive agreement and currently has 14 employees in heater-treater / pressure vessel production.

Each agreement with EIC has a ten year term. Fox Tank #1 (steel tank manufacturing) dated January 2012 requires 60 full-time employees (40 hours of work per week), 60% of these employees must reside within Kerr County, and be paid a minimum of $15.00/hour. Fox Tank Company received an incentive of $10,000 / job for a total of $600,000 or $1,000 per employee per year of the incentive agreement.

Fox Tank #2 (heater-treater / pressure vessel manufacturing) dated March 2013 requires 30 full-time employees (40 hours of work per week), 60% of these employees must reside within Kerr County, and your minimum gross payroll must equal at least $1.2 million. Fox Tank Company received an incentive of $5,000 / job for a total of $150,000, or $500 per employee per year of the incentive agreement.

Each agreement has the same penalty, $1,000 per job. Fox Tank is asking EIC to prorate the penalty of the second agreement to align with the penalty of the first incentive agreement and to reflect the value of the incentive received: $500 per job.

The levels of employment are tied to economic conditions beyond the control of Fox Tank. We currently have over $2,000,000 of unsold inventory. Fox Tank intends to bring our numbers back up as soon as the market conditions allow. We are doing all that we can to employ as many Kerrville and Kerr County residents as possible and maintain viability in the market.

We appreciate your consideration.

Sincerely,

R. Nathan Fox

R. Nathan Fox

117 Airport Commerce Parkway – Kerrville, Texas 78028 – (830) 792-0770 office – (830) 792-0771 fax

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

FOX TANK COMPANY, INC. NS

This Agreement entered into by and between FOX TANK, INCORPORATED a Texas corporation ("Fox"), acting herein by and through its duly authorized Vice President, R. Nathan Fox ("Fox Officer"), and the CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION ("EIC"), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 (otherwise known as the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code) (hereafter referred to as "the Act"), acting by and through its duly authorized President, Gregg Appel.

WITNESSETH:

WHEREAS, EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects including but not limited to:

> *Land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are for the creation or retention of primary jobs, as that term is defined by the Act, and found by the EIC to be required or suitable for the development, retention, or expansion of manufacturing and industrial facilities as provided by Section 501.101 of the Act*; and

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

WHEREAS, Fox is a manufacturer of production equipment in the oil and gas industry, including oilfield storage tanks and other specialty oilfield production products; and

WHEREAS, Fox is seeking to expand its manufacturing capabilities through the purchase of land and the construction of a facility to be located within Kerrville; and

WHEREAS, Fox has applied for a grant from EIC, as well as economic incentives from both Kerr County and the City of Kerrville for funding necessary to purchase land and to build a new facility; and

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

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with Fox to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to Fox for its cost in acquiring land necessary for the construction of a new manufacturing facility; and

Funding Agreement
Contract 2015-03
2012-01

WHEREAS, on January 23, 2012, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

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

ARTICLE I.
EIC'S OBLIGATIONS

A. EIC hereby grants to Fox Six Hundred Thousand and No/100 Dollars ($600,000.00) ("Grant") for costs relating to the design and construction of a new manufacturing facility to be generally located across from the Kerrville-Kerr County Airport and along Highway 27 ("Project"), which approximate ten (10) acre site is depicted in the attached **Exhibit A** (the "Property"). The EIC has derived said grant from the assignment of the amount of $10,000.00 for each employee that Fox is required to employ at the Project, as further specified in Article II.

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

(1) EIC shall pay Fox Three Hundred Thousand and No/100 Dollars ($300,000.00) at the time that the City of Kerrville issues Fox a building permit for the Project.

(2) EIC shall pay Fox Three Hundred Thousand and No/100 Dollars ($300,000.00) at the time that the City of Kerrville issues Fox a certificate of occupancy for the Project.

C. Payments made by EIC to Fox from 4B Revenues shall be limited to the payments of "costs" as defined by the Act and as specified above for the Project.

D. In no event shall the total amount of the Grant exceed Six Hundred Thousand and No/100 Dollars ($600,000.00).

ARTICLE II.
FOX'S OBLIGATIONS

A. Fox shall keep and maintain complete and accurate records relating to its costs of designing and constructing the Project and employment information, separate and identifiable from its other records, for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect the records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice. Fox's failure to comply with this provision shall constitute a breach of the Agreement.

B. Fox agrees that within ten (10) days of its closing of the Property, which is currently scheduled to occur on or before February 29, 2012, it shall petition the City Council of the City of Kerrville in writing to annex the Property into the corporate limits of the City in accordance with state law (*see* Section 43.028, Texas Local Government Code). Failure to

submit an administratively complete petition for annexation of the entire Property by this date shall constitute a breach of this Agreement by Fox and shall terminate the obligation of EIC to make any additional payments of the Grant. Where Fox fails to close on the Property on or before March 31, 2012, EIC will have the right to immediately terminate this Agreement.

C. Prior to and following annexation of the Property, Fox will comply with all applicable development regulations of the City of Kerrville, to include building codes, subdivision regulations, and zoning, in its development and construction of the Project. Fox's failure to comply with this provision shall constitute a breach of this Agreement.

D. Once the Project is complete and in operation, Fox shall begin hiring employees for work at the Project. Fox shall comply with each of the following terms with respect to its employment at the Project, such terms to be collectively referred to herein as the "Employment Requirements":

(1) the minimum level of employment shall be at least sixty (60) employees;

(2) Sixty percent (60%) of Fox employees shall reside and continue to reside within Kerr County during their employment;

(3) each employee shall be paid a minimum wage equal to at least $15.00 per hour; and

(4) each employee shall be full-time and paid for at least forty (40) hours of work per week, with the exception of where an employee is on some form of leave.

E. Once the Project is complete and in operation, for each month thereafter, Fox shall submit written evidence including a sworn statement from the Fox Officer confirming the Employment Requirements to the EIC for review and verification. The failure by Fox to provide this information to EIC shall constitute a breach of this Agreement.

F. Should Fox fail to comply with the Employment Requirements, Fox, as a penalty, shall provide a refund to the EIC equal to $1000.00 for each employee that fails to meet such Employment Requirements. For example, where Fox employs only fifty (50) employees, a penalty of $10,000.00 would be assessed against Fox. Fox shall pay the refund as soon as commercially practicable after the receipt of a written demand by EIC, but in no event later than thirty (30) days from the receipt of such demand. Failure to reimburse EIC within thirty (30) days of Fox's receipt of such demand shall constitute a breach of this Agreement.

G. Should Fox breach this Agreement as specified herein, Fox shall pay and refund the EIC the appropriate amount specified below, which is dependent upon the length of time that this Agreement has been in existence, with each year to be considered as a calendar year from the Effective Date:

(1) Year 1 = $600,000.00
(2) Year 2 = $540,000.00
(3) Year 3 = $480,000.00

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(4) Year 4 = $420,000.00
(5) Year 5 = $360,000.00
(6) Year 6 = $300,000.00
(7) Year 7 = $240,000.00
(8) Year 8 = $180,000.00
(9) Year 9 = $120,000.00
(10) Year 10 = $60,000.00

Fox shall provide any such refund to EIC within thirty (30) days of written demand from EIC and following refund, and thereafter this Agreement shall terminate and Fox will have no further obligation under this Agreement.

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

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

A. A sale of all or any of the assets of Fox shall not release Fox from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that the Fox's proposed successor shall have the financial condition to fully satisfy Fox's duties and responsibilities hereunder and agrees to assume Fox's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.

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

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

ARTICLE IV.
FOX'S REPRESENTATIONS AND WARRANTIES

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

C 2012-01

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

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

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

(4) No written application, written statement, or correspondence submitted by Fox to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of Fox Officer, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

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

ARTICLE V.
EIC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

B. The appointment of a receiver of Fox, or of all or any substantial part of the Property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

C. The adjudication of Fox as bankrupt.

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

Should any of these conditions not be cured by Fox within a period of three (3) months, Fox will be considered to have breached this Agreement and EIC may, at its option, with written notice to Fox, terminate this Agreement and Fox shall be obligated to refund the EIC the appropriate amount specified in Article II. G.

ARTICLE VII.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act. This provision and specifically the notice and time to cure shall not apply to the obligation of Fox found within Article II.B.

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

and this Agreement. Each party acknowledges and agrees that no party hereunder shall be entitled to recover any amounts in excess of the Grant contracted for under this Agreement.

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

ARTICLE VIII.
GENERAL PROVISIONS

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

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

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

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

For EIC
President – Gregg Appel
City of Kerrville, Texas, Economic Improvement Corporation
800 Junction Highway
Kerrville, Texas 78028
Facsimile: (830) 792-3850

C 2012-01

FA 2012-03

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

For Fox
R. Nathan Fox
Vice President
Fox Tank Company
South Texas
104 Hwy. 87
P.O. Box 658
Comfort, TX 78013
Facsimile: (830) 995-5022
Email: nathan@foxtankcompany.com

E. Assignment. This Agreement shall be binding upon the parties hereto and their successors and assigns. Except as set forth in Article III, this Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party shall be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. Fox may, without written consent of EIC, assign this Agreement to any entity controlled and 100% owned by Fox or by the parent, subsidiary, or affiliate of Fox provided the entity assumes all of Fox's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical, and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of Fox and Fox provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.

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

G. Term. The term of this Agreement (the "Term") shall commence on February 15, 2012 (the "Effective Date"), and shall terminate on February 14, 2022; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article VIII, Paragraph B; (iv) when terminated pursuant to Article VII; (v) at Fox's sole and absolute discretion, upon Fox's return of all Grant funding to EIC that it has received under this Agreement; (vi) upon Fox's repayment of all monies that are demanded by EIC and are in fact required to be repaid by Fox under Article III; or, (vii) upon a termination of this Agreement by EIC pursuant to

C2012-01

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

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

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

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

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

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

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

Kenneth Early, Vice President

~~FOX TANK, INC.~~ Fox Tank Company

By: R. Nathan Fox

Printed Name: R. Nathan Fox

Its: V. Pres.

ATTEST:

Brenda Craig, Recording Secretary

APPROVED AS TO FORM:

Michael C. Hayes, Attorney for EIC

EO-2012-01

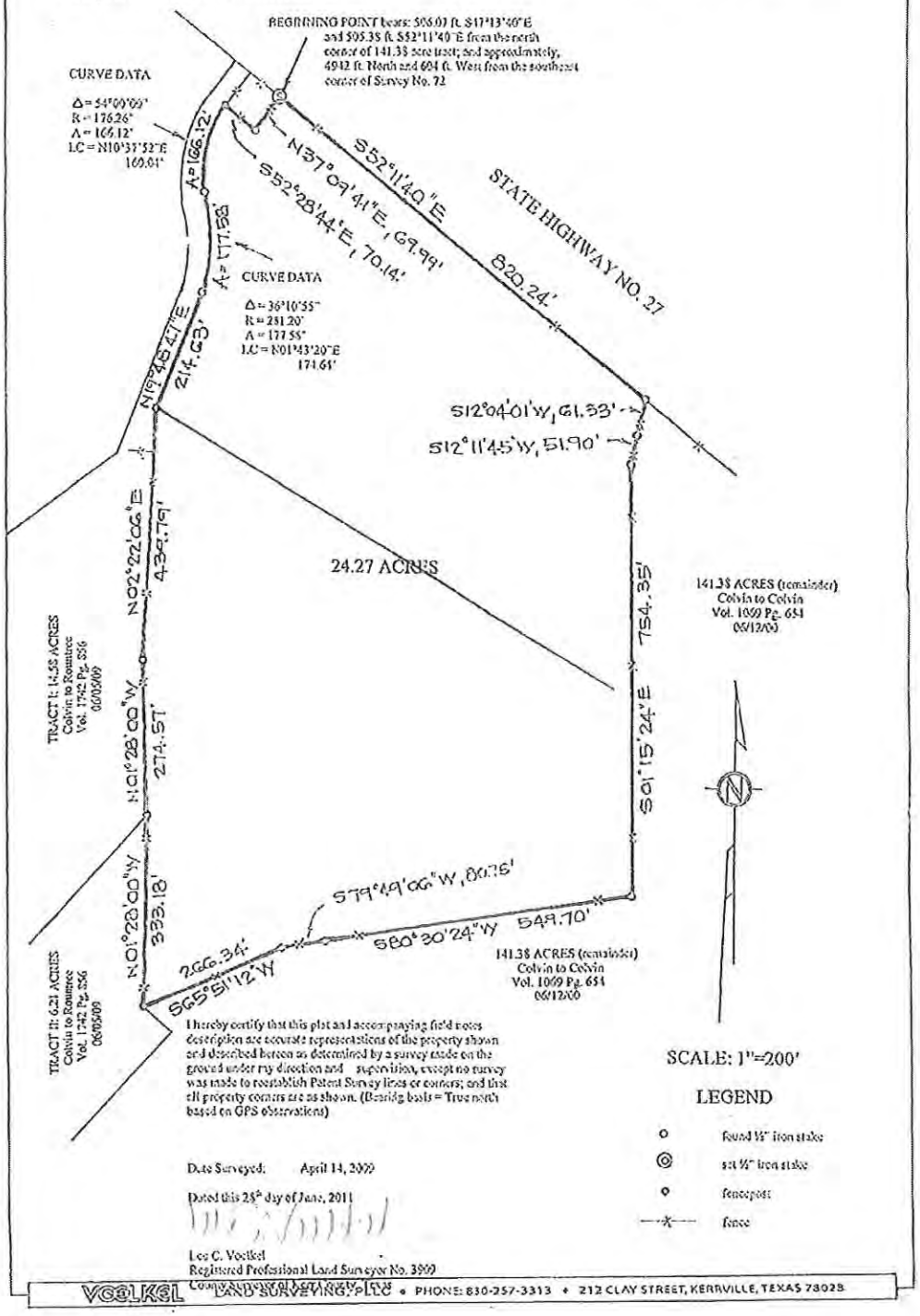
10-2012-01

EXHIBIT A

C2012-01

FA2012-03

SURVEY PLAT FOR 24.27 ACRES OF LAND, MORE OR LESS, OUT OF F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280 IN KERR COUNTY, TEXAS; PART OF A CERTAIN 141.38 ACRE TRACT CONVEYED FROM R.B. COLVIN TO RICHARD B. COLVIN, ET UX BY A CASH WARRANTY DEED EXECUTED THE 12TH DAY OF JUNE, 2000 AND RECORDED IN VOLUME 1069 AT PAGE 654 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS



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

Date Surveyed: April 14, 2009

Dated this 25th day of June, 2011

Lee C. Voelkel
Registered Professional Land Surveyor No. 3999

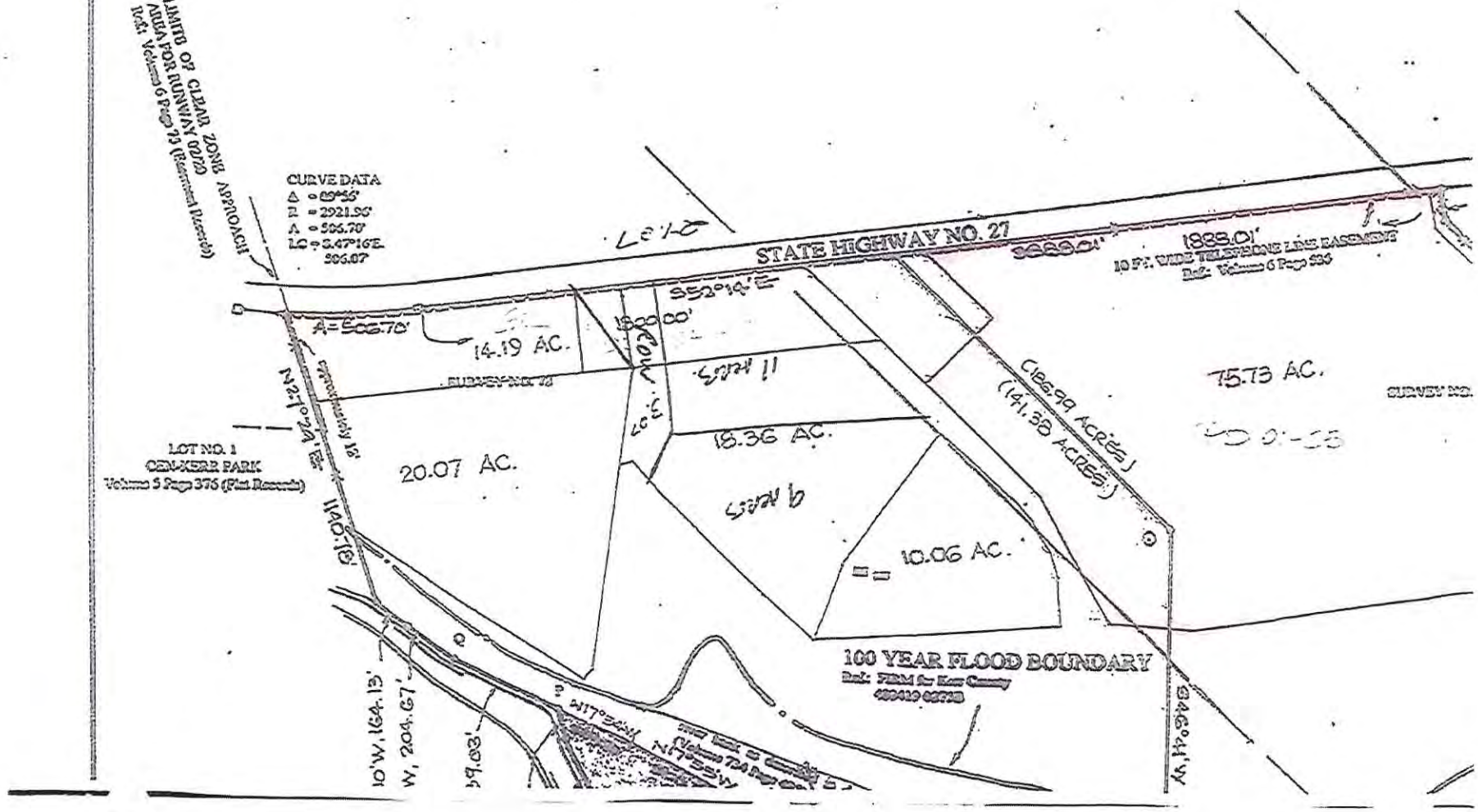
VOELKEL LAND SURVEYING, PLLC • PHONE: 830-257-3313 • 212 CLAY STREET, KERRVILLE, TEXAS 78028

FA 2012-03
C 2012-01

FA2012-03
C2012-01 153

2. Easement
Reform to Lower Colorado River Authority
Volume 2 Page 335
March 17, 1939

3. Avigation and Clear Zone Easement (as shown)
Reform to City of Kerrville and Kerr County
Volume 6 Page 76 (Easement Records)
March 17, 1950



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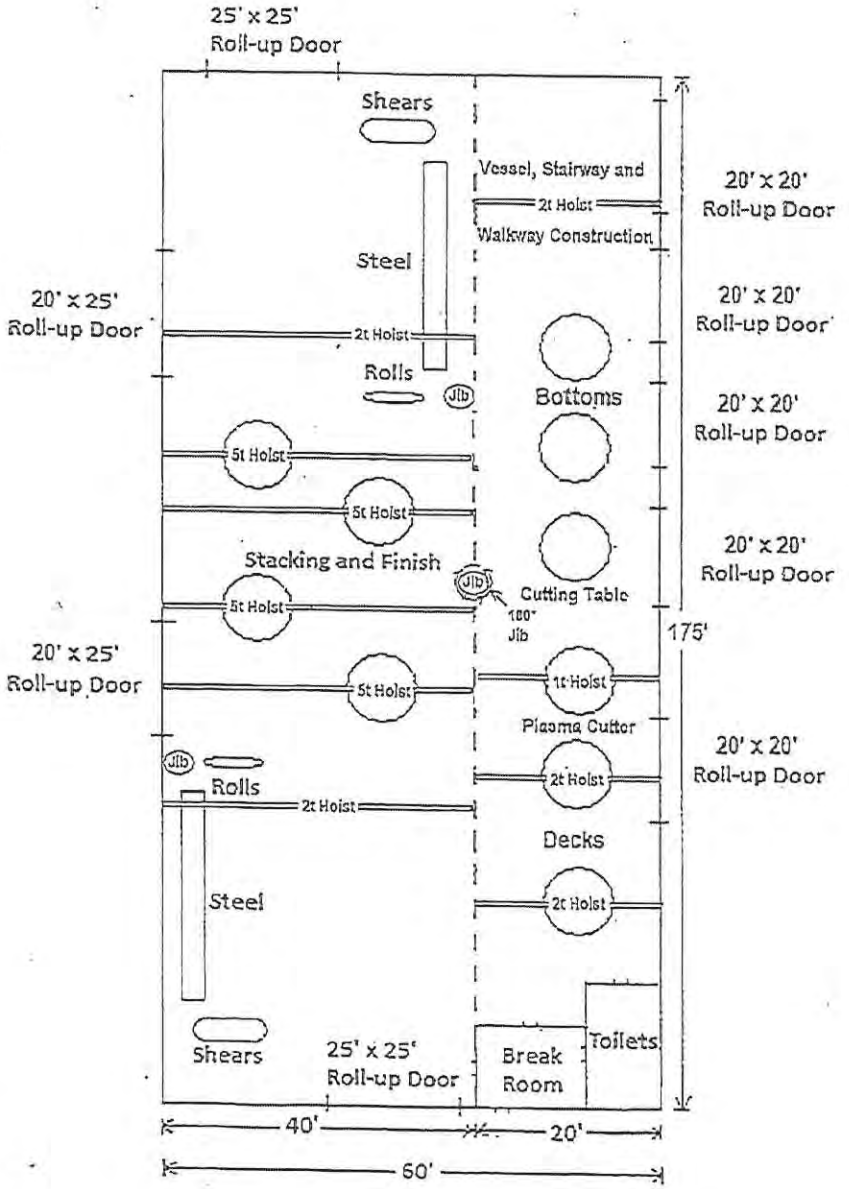

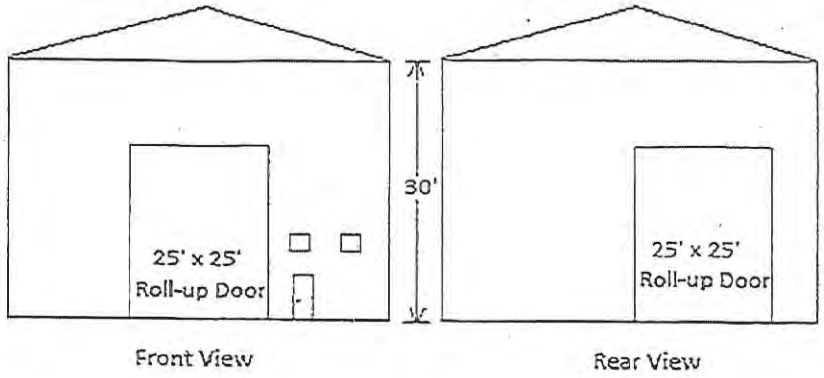

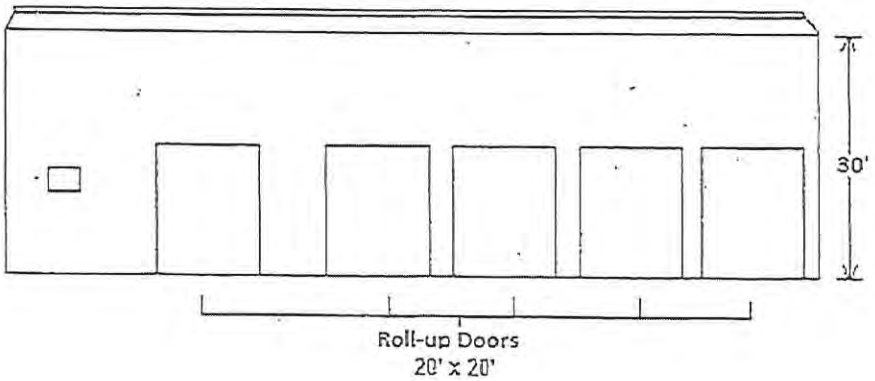

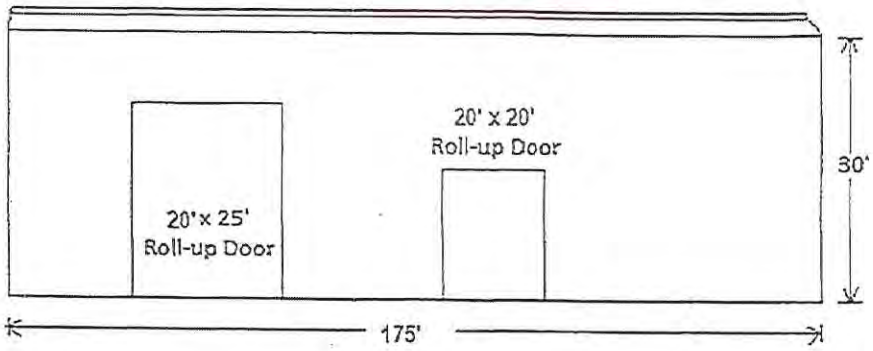

FOX TANK COMPANY
COMFORT TEXAS PLANT

10,500 sq. ft.

ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN FOX TANK COMPANY, INC. AND
THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement entered into by and between FOX TANK COMPANY, INC., a Texas corporation ("Fox"), acting herein by and through its duly authorized Vice President, R. Nathan Fox ("Fox Officer"), and the CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION ("EIC"), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 (otherwise known as the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code) (hereafter referred to as "the Act"), acting by and through its duly authorized President.

WITNESSETH:

WHEREAS, EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects including but not limited to:

> *Land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are for the creation or retention of primary jobs, as that term is defined by the Act, and found by the EIC to be required or suitable for the development, retention, or expansion of manufacturing and industrial facilities as provided by Section 501.101 of the Act*; and

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

WHEREAS, Fox is a manufacturer of production equipment in the oil and gas industry, including oilfield storage tanks and other specialty oilfield production products; and

WHEREAS, Fox is seeking to expand its manufacturing operations through the construction of an additional facility to be located within the City of Kerrville; and

WHEREAS, Fox intends to use the new facility to manufacture field separators, which are used in the production of oil and gas; and

WHEREAS, Fox has applied for a grant from EIC for funding necessary to build the new facility; and

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

WHEREAS, based upon the terms of this Agreement, the EIC believes that a return on its investment will occur within the next ten (10) years; and

WHEREAS, the EIC finds that it will be in the public interest to enter into an agreement with Fox to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to Fox for its cost necessary for the construction of a new manufacturing facility; and

WHEREAS, on March 18, 2013, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

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

ARTICLE I.
EIC'S OBLIGATIONS

A. EIC hereby grants to Fox up to One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) ("Grant") for costs relating to the design, construction, and equipping of a new manufacturing facility to be located at 117 Airport Commerce Parkway, Kerrville, Texas 78028 ("Project"). In general, the Project consists of the extension of public utilities to the property and the purchase and installation of a crane(s), the estimated costs of which are specified in the attached **Exhibit A**. The EIC derived the value of said grant from the assignment of the amount of $5,000.00 for each employee that Fox is required to employ at the Project, as specified in Article II.

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

(1) EIC shall pay Fox an amount not to exceed One Hundred and Fifty Thousand and No/100 Dollars ($150,000.00) at the time that the City of Kerrville ("City") issues Fox a certificate of occupancy for the Project; and

(2) EIC shall administer the Grant on a reimbursable basis such that prior to any payment from EIC, Fox must first submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval. Following the submission and verification thereof, which may include on-site inspections to confirm purchase and installation, EIC shall then reimburse Fox for the cost.

C. Payments made by EIC to Fox from 4B Revenues shall be limited to the payments of "costs" as defined by the Act and as specified above for the Project.

D. In no event shall the total amount of the Grant exceed One Hundred Fifty Thousand and No/100 Dollars ($150,000.00).

ARTICLE II.
FOX'S OBLIGATIONS

A. Once the City issues a certificate of occupancy for the Project, Fox shall begin hiring employees for work at the Project.

B. Through the term of this Agreement, Fox shall comply with the following requirements with respect to its employment at the Project, such terms to be collectively referred to herein as the "Employment Requirements":

(1) the minimum level of employment must be at least thirty (30) full-time equivalent employees, which Fox must reach within one hundred twenty (120) days of its receipt of a certificate of occupancy;

(2) Sixty percent (60%) of the employees must reside and continue to reside within Kerr County during their employment;

(3) the minimum gross payroll must equal at least $1.2 million for each year of this Agreement, beginning for the year ending December 31, 2014; and

(4) each employee must work full-time, which means for purposes of this Agreement that Fox pays each employee for at least forty (40) hours of work per week, with the exception of where an employee is on some form of leave.

C. Once Fox reaches the employment of thirty (30) full-time equivalent employees for the Project, Fox shall thereafter submit to the EIC on a quarterly basis for the remaining term of this Agreement written evidence, including its quarterly tax payroll submission to the State Comptroller and a sworn statement from the Fox Officer, confirming the Employment Requirements and in particular, those employees hired for the Project, for review and verification. Fox shall submit such information to the EIC on or before the thirtieth (30) day of the month following the quarter that Fox is reporting. The failure by Fox to provide this information to EIC constitutes a breach of this Agreement.

D. Should Fox fail to comply with the Employment Requirements, Fox, as a penalty, shall provide a refund to the EIC equal to $1000.00 for each employee that fails to meet such Employment Requirements. For example, where Fox employs only twenty-five (25) full-time equivalent employees, a penalty of $5,000.00 would be assessed against Fox. Fox shall pay the refund as soon as commercially practicable after the receipt of a written demand by EIC, but in no event later than thirty (30) days from the receipt of such demand. Failure to reimburse the EIC within thirty (30) days of Fox's receipt of such demand constitutes a breach of this Agreement.

E. Within twenty-four (24) months of the EIC's payment of the Grant to Fox, Fox shall relocate all of its operations and employees from its Comfort, Texas, facility(s) to the location of the Project and/or Fox's adjacent facility(s).

F. On or before December 31, 2013, Fox must apply for ASME certification.

G. Fox will comply with all applicable development regulations of the City, to include building codes, subdivision regulations, and zoning, in its development and construction of the Project. Fox's failure to comply with this provision constitutes a breach of this Agreement.

H. Fox shall keep and maintain complete and accurate records relating to its costs of designing and constructing the Project and employment information, separate and

identifiable from its other records, for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect the records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice. Fox's failure to comply with this provision constitutes a breach of the Agreement.

I. Should Fox breach this Agreement as specified herein, Fox shall pay and refund the EIC the appropriate amount specified below, which is dependent upon the length of time that this Agreement has been in existence, with each year to be considered as a calendar year from the Effective Date:

(1) Year 1 = $150,000.00
(2) Year 2 = $135,000.00
(3) Year 3 = $120,000.00
(4) Year 4 = $105,000.00
(5) Year 5 = $90,000.00
(6) Year 6 = $75,000.00
(7) Year 7 = $60,000.00
(8) Year 8 = $45,000.00
(9) Year 9 = $30,000.00
(10) Year 10 = $15,000.00

Fox shall provide any such refund to the EIC within thirty (30) days of written demand from EIC and following refund, this Agreement will terminate and Fox will have no further obligation under this Agreement.

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

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

A. A sale of all or any of the assets of Fox shall not release Fox from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that Fox's proposed successor shall have the financial condition to fully satisfy Fox's duties and responsibilities hereunder and agrees to assume Fox's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.

B. In the event of any proposed merger or other consolidation of Fox with any third party not affiliated with Fox, Fox shall at least thirty (30) days prior to any such merger or consolidation provide EIC with information and assurance reasonably acceptable to EIC regarding: (1) the surviving entity's assumption and satisfaction of the Fox's obligations hereunder and (2) the financial condition of the surviving entity upon such merger or other consolidation to demonstrate that the surviving entity shall have the financial

condition to fully satisfy Fox's duties and responsibilities hereunder. Failure to provide such information constitutes a breach of this Agreement.

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

ARTICLE IV.
FOX'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

(4) No written application, written statement, or correspondence submitted by Fox to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of Fox Officer, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

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

ARTICLE V.
EIC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

B. The appointment of a receiver of Fox, or of all or any substantial part of the Property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

C. The adjudication of Fox as bankrupt.

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

Should any of these conditions not be cured by Fox within ninety (90) days, Fox will be considered to have breached this Agreement and EIC may, at its option, with written notice to Fox, terminate this Agreement and Fox shall be obligated to refund the EIC the appropriate amount specified in Article II. G.

ARTICLE VII.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary

or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act. This provision and specifically the notice and time to cure shall not apply to the obligation of Fox found within Article II.B.

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

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

ARTICLE VIII.
GENERAL PROVISIONS

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

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

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

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

facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

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

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

For Fox
R. Nathan Fox
Vice President
Fox Tank Company, Inc.
South Texas Office
104 Hwy. 87
P.O. Box 658
Comfort, TX 78013
Facsimile: (830) 995-5022
Email: nathan@foxtankcompany.com

E. Assignment. This Agreement is binding upon the parties hereto and their successors and assigns. Except as set forth in Article III, this Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party shall be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. Fox may, without written consent of EIC, assign this Agreement to any entity controlled and 100% owned by Fox or by the parent, subsidiary, or affiliate of Fox provided the entity assumes all of Fox's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical, and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of Fox and Fox provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.

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

G. Term. Subject to approval by the City Council and if applicable, compliance with Section 505.160 of the Act, the term of this Agreement (the "Term") commences on March 18, 2013 (the "Effective Date"), and terminates on the earlier of (i) March 18, 2023; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Articles VI or VII; (iv) at Fox's sole and absolute discretion, upon Fox's return of the Grant funding to EIC that it has received under this Agreement; or (v) upon Fox's repayment of all monies that are demanded by EIC and are in fact required to be repaid by Fox under Article III. Upon termination of this Agreement as specified herein, all rights, duties, and obligations of any kind under this Agreement will automatically expire and terminate and be of no other force and effect.

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

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

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

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

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

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

David Wampler, President

FOX TANK, INC.

R. Nathan Fox, Vice President

ATTEST:

Cheryl Brown, Recording Secretary

APPROVED AS TO FORM:

Michael C. Hayes, Attorney for EIC

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Exhibit A

Fox Tank Reimbursement Schedule
Phase 2 Expansion - Separator Facility

Reimbursement Item		Maximum Reimbursement
Utilities		
Extensions (Water, Sewer, Electric)	$	50,000
Subtotal	**$**	**50,000**
Equipment		
Cranes (Includes Purchase and Installation)	$	100,000
Subtotal	**$**	**100,000**
TOTAL MAXIMUM REIMBURSEMENT	**$**	**150,000**

Agenda Item:

6B. Funding Request from the City of Kerrville for Phase 1 of the Streetscape Enhancement Project in an amount not to exceed $650,000. (staff)

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

SUBJECT: Consider a funding request from the City of Kerrville in an amount not to exceed $650,000 for Phase 1 of the Streetscape Enhancement Project

FOR AGENDA OF: February 23, 2015 **DATE SUBMITTED:** February 19, 2015

SUBMITTED BY: Ashlea Boyle AMB **CLEARANCES:** Todd Parton
Special Projects Manager City Manager

EXHIBITS: Funding Application and Cover Letter

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

An application has been submitted by the City of Kerrville for Phase 1 of the Streetscape Enhancement Project in the amount of $650,000. Phase 1 is planned to consist of improvements, as funds allow, to the Parking Garage, Water Street, and Downtown Pavilion as outlined below.

Parking Garage:
- canopies at major pedestrian points;
- stone clad columns on the first floor along Water Street and Clay Street;
- hardscaping along Water, Quinlan, and Sidney Baker Streets;
- landscaping along Water Street;
- covered parking on the 4th floor;
- replace existing signs to coincide with wayfinding and downtown signage; and
- remove flag poles and replace with water feature or public art piece.

Water Street Improvements:
- planters for seasonal color;
- street trees (possibly in large pots);
- lighting; and
- street furniture.

Downtown Pavilion:
- lighting;
- replace and upgrade existing signs / interpretive information; and
- upgrade / replace existing furniture.

Tentative Project Timeline:
- commence projects late summer 2015
- project funding
    - January 2015
        - receive authorization from City Council to apply for funds *(complete)*
    - February 2015
        - EIC considers application
    - March 2015
        - public hearing and EIC and City Council consider funding agreement
    - June 2015
        - funds available for projects

RECOMMENDED ACTION

City staff recommends consideration and approval of this funding request.

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

February 1, 2015

City of Kerrville, Texas, Economic Improvement Corporation
701 Main Street
Kerrville, Texas 78028

RE: EIC Application for the Streetscape Enhancement Project - Phase 1

EIC Members,

This letter serves as the cover letter for the quality of life funding application for the Streetscape Enhancement Project – Phase 1. In early 2013 the City Council approved a Funding Agreement between the City of Kerrville and the Economic Improvement Corporation (EIC) for the design and development of a master plan for the downtown streetscape enhancement project. The City entered into a professional services agreement with Peter Lewis Architect + Associates, PLLC to complete these services. In conjunction with Peter Lewis Architect + Associates to scope the design of the Master Plan, staff incorporated the EIC, Main Street Advisory Board, Kerrville Beautification Advisory Committee, and the Historic Downtown Business Alliance. City Council approved this concept plan in 2014. This project has been designed to be phased over multiple years and is being programmed into the EIC budget.

An application has been submitted by the City of Kerrville for Phase 1 of the Streetscape Enhancement Project in the amount of $650,000. Phase 1 is planned to consist of improvements, as funds allow, to the Parking Garage, Water Street, and Downtown Pavilion as outlined below.

Parking Garage:
- canopies at major pedestrian points;
- stone clad columns on the first floor along Water Street and Clay Street;
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- street trees (possibly in large pots);
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- lighting;
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Tentative Project Timeline:
- commence projects late summer 2015
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    - January 2015
        - receive authorization from City Council to apply for funds *(complete)*
    - February 2015
        - EIC considers application
    - March 2015
        - public hearing and EIC and City Council consider funding agreement
    - June 2015
        - funds available for projects

Sincerely,

Ashlea Boyle

Special Projects Manager

Submittal Date: 2 / 1 / 15

ORGANIZATION

City of Kerrville
Applicant Name

701 Main Street	Kerrville	Texas	78028
Address	City	State	Zip

(830) 257-8000	(830) 258-1153	(830) 792-3850
Phone	Alt. Phone	Fax

www.kerrvilletx.gov
Website

PROJECT CONTACT

Ashlea Boyle	Special Projects Manager
Contact Person Name	Title

Same as above			
Address	City	State	Zip

Phone	Alt. Phone	Fax

ashlea.boyle@kerrvilletx.gov
Email Address

Amount of Funding Requested: $650,000

Please include a cover letter and supplemental information as deemed appropriate that:

- clearly states the mission statement of the organization(s),
- what the requested funding shall be used for,
- pertinent financial information (costs, revenues, percentage of funding request of total budget and financial history), and
- other information, as requested.

Continue to Section III

Submittal Date: ___/___/___

ORGANIZATION

Applicant Name

Address | City | State | Zip

Phone | Alt. Phone | Fax

Website

PROJECT CONTACT

Contact Person Name | Title

Address | City | State | Zip

Phone | Alt. Phone | Fax

Email Address

Type of Business Structure: Corporation ☐ Partnership ☐ Sole Proprietorship ☐

Year Business Started: Year_____ Location _____

Current Employment: Permanent Full-Time _____ Permanent Part-Time _____

Average Production Wage _____

Full-Time Employees receive the following benefits:

_____

_____

Financial Information: Five Years Annual Financials Attached _____
Include: Statement of profit and loss; Balance sheet; Cash Flow Statement; IRS reporting forms, Pro forma

Annual Sales for Corporation / Company $ _____

This Facility $ _____

Local Sales Tax paid Annually $ _____

Current Payroll $ _____

Has the Company ever filed for bankruptcy protection under Chapter 7 or Chapter 11 of the Bankruptcy Statutes? No ☐ Yes ☐ Details:

_____

_____

_____

_____

SECTION III - PROJECT INFORMATION

This application is for a:
Business Development ☐
- Expansion of Existing Facility ☐ or
- New Construction ☐
- Other ( )

Capital Improvements for Public Infrastructure
- Utilities ☐
- Roadways ☐
- Other ( )

Quality of Life
- Community Event ☐
- Project ☑

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

SECTION IV - PROJECT DESCRIPTION
Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed

improvements; and (4) providing a list of eligible improvements; (5) provide a list of major, fixed equipment along with manufacturer specifications and cost quote from the manufacturer.

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

SECTION V – ECONOMIC IMPACT INFORMATION

Part A - Project Investment in Improvements

Total $_____
Sq. Footage of New Building (s) _____
Size of Parking _____
Other _____

Part B - Project Investment in Fixed Equipment

(New)$ _____
Manufacturer of Equipment _____
Anticipated Useful Life of Equipment_____
Purchase Price $_____Installation Cost $_____
Anticipated Delivery time from Date of Order_____

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

Anticipated Number of New Full-Time Employees as a result of this project_____
Anticipated Number within 12 months of Completion of this project_____
Anticipated Number within 24 months of Completion of this project_____
Typical Job Descriptions or Job Titles

_____
_____
_____
_____

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

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

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

Anticipated Number within 12 months of Completion of this project_____
Anticipated Number within 24 months of Completion of this project_____
Typical Job Descriptions or Job Titles of these employees:_____

_____

_____

_____

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

_____

Part E - Payroll Impact

Within 12 months of Project Completion _____Within 24 months of Project Completion_____

$_____
FTE X Avg. Wage X 40 hrs X 52 wks

$ _____
PTE X Avg. Wage X 20 hrs X 52 wks

SECTION VI - OTHER ASSISTANCE

Has the Company applied for any State or Federal assistance on this project?
No ☑ Yes ☐
Describe:

_____

_____

_____

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

Ashlea Boyle
Printed name

February 1, 2015
Date

Special Projects Manager
Title

ABoyle
Signature