

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, APRIL 28, 2015, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, APRIL 28, 2015, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION: by James Wilson, Pastor, Kerrville Christian Center.

PLEDGE OF ALLEGIANCE TO THE FLAG

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. PRESENTATION:

2A. Resolution of Commendation to Stan Cobbs for serving on the Kerrville Main Street Advisory Board. (Mayor Pratt)

2B. Proclamation proclaiming May 2015 as Community Action Month. (Mayor Pratt)

2C. Proclamation proclaiming May 5, 2015, as The Big Give S.A. Day. (Mayor Pratt)

2D. Proclamation proclaiming May as Mental Health Month. (Mayor Pratt)

3. CONSENT AGENDA:

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

3A. Minutes of the regular city council meetings held March 17, March 24, and April 14, 2015. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 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, April 24, 2015 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

City Secretary, City of Kerrville, Texas

3B. License agreement between Kerrville Kayak & Canoe and the City of Kerrville for operation of non-motorized watercraft & bicycle rental concession. (staff)

3C. Non-exclusive license agreement between City of Kerrville and Hill Country CRUSH Soccer Academy. (staff)

3D. Non-exclusive license agreement between City of Kerrville and Hill Country Youth Soccer Association. (staff)

3E. Non-exclusive license agreement between City of Kerrville, Texas and Kerrville Radio Control Aircraft Flyers Club. (staff)

3F. Non-exclusive license agreement between Kerrville Sand Volleyball Association and City of Kerrville. (staff)

END OF CONSENT AGENDA

4. ORDINANCES, SECOND AND FINAL READING:

4A. Ordinance No. 2015-07, annexing an approximate 3.05 acre tract out of the W.H. Crawford Survey No. 653, Abstract No. 123, within Kerr County, Texas, said property being located adjacent to the corporate limits of the City of Kerrville, Texas, and consisting of the property addressed as 421 Roy Street; further describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. (staff)

4B. Ordinance No. 2015-08, amending the budget for fiscal year 2015 to account for various changes to the city's operational budget, including expenditures related to emergency repairs to the city's water treatment plant and expenditures necessary for police special programs.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Contract of sale between the Cailloux Foundation and the City of Kerrville for the construction of an athletic complex on approximately 75 acres of land generally located at the intersection of Holdsworth Drive and Town Creek Road. (staff)

5B. Letter of intent between the City of Kerrville and D-Bat for the construction and operation of an indoor athletic facility and for the operation of outdoor baseball and softball facilities.

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

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City Secretary, City of Kerrville, Texas

5C. Renewal of franchise with Atmos Energy Corporation to furnish, transport, and supply gas to the general public within the city. (staff)

6. INFORMATION AND DISCUSSION:

6A. Budget and economic update. (staff)

7. APPOINTMENTS TO BOARDS AND COMMISSIONS:

7A. Appointments to the Parks and Recreation Advisory Board. (staff)

8. ITEMS FOR FUTURE AGENDAS:

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

10. EXECUTIVE SESSION:

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

Sections 551.071 and 551.072:

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

- River trail

11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

12. ADJOURNMENT.

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 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, April 24, 2015 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Resolution of Commendation to Stan Cobbs for serving on the Kerrville Main Street Advisory Board. (Mayor Pratt)



City of Kerrville

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RESOLUTION OF COMMENDATION

WHEREAS, STAN COBBS has served as a member of the Main Street Advisory Board with the date of service beginning January 24, 2012; and

WHEREAS, STAN COBBS has served faithfully and dutifully on said board;

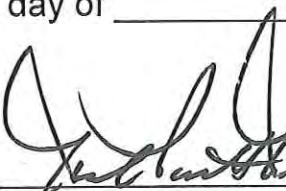
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

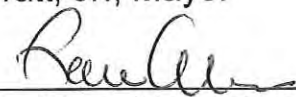
That **STAN COBBS** be recognized for outstanding service as a member of the Main Street Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the ____ day of ____, 2015.

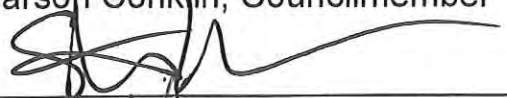
ATTEST:

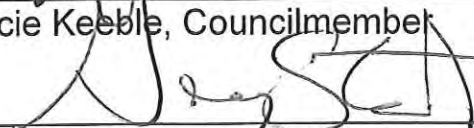

Brenda G. Craig, City Secretary


Jack Pratt, Jr., Mayor


E. Gene Allen, Mayor Pro Tem


Carson Conklin, Councilmember


Stacie Keeble, Councilmember


Gary Stork, Councilmember



Agenda Item:

2B. Proclamation proclaiming May 2015 as Community Action Month. (Mayor Pratt)



City of Kerrville

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PROCLAMATION

- WHEREAS,** The Community Council of South Central Texas, Inc. was established as a Community Action agency on May 11, 1965; and
- WHEREAS,** The service area encompasses the South Central and Southwest Texas counties of Atascosa, Bandera, Comal, Edwards, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kinney, Kerr, Live Oak, McMullen, Medina, Real, Uvalde, Val Verde, Wilson and Zavala; and
- WHEREAS,** Community Action Agencies were created when the Economic Opportunity Act of 1964 was signed into law; and
- WHEREAS,** Community Action Agencies have a 51-year history of promoting self-sufficiency for the limited income; and
- WHEREAS,** Community Action Agencies have made an essential contribution to individuals and families in Texas by providing them with innovative and cost-effective programs; and
- WHEREAS,** Community Action Agencies are needed as major participants in the reform of the welfare system as we know it; and
- WHEREAS,** Welfare reform in Texas has benefited from the state's partnership with community action agencies; and
- WHEREAS,** The limited income continue to need opportunities to improve their lives and their living conditions, thus ensuring that all citizens are able to live in dignity; and
- WHEREAS,** Texas and the entire United States must continue to promote economic security by providing support and opportunities for all citizens in need of assistance.

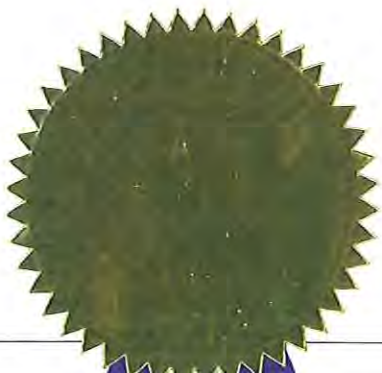
NOW, THEREFORE, I, Jack Pratt, Mayor of the City of Kerrville, Texas, do hereby proclaim May 2015 as

COMMUNITY ACTION MONTH

In Kerrville, Texas in recognition of the hard work and dedication of Kerrville's Community Action Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the ____ day of _____, 2015.

Jack Pratt, Jr., Mayor



Agenda Item:

2C. Proclamation proclaiming May 5, 2015, as The Big Give S.A. Day. (Mayor Pratt)



City of Kerrville

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PROCLAMATION

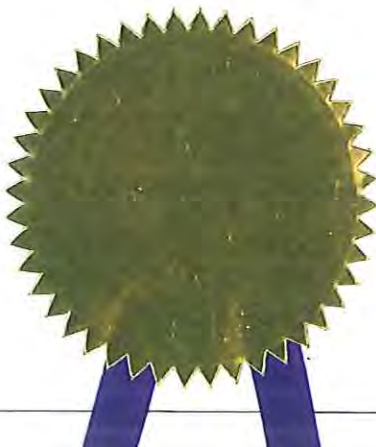
- WHEREAS,** The Big Give S.A. is a 24-hour day of online giving from midnight to midnight on May 5, 2015, to raise funds for area nonprofits; and
- WHEREAS,** The 2015 Big Give S.A. is part of the Give Local America 24-hour crowdfunding event that allows every person in the community to give back to the community with donations as little as \$10; and
- WHEREAS,** The Big Give S.A.'s premiere last year raised more than \$2 million – twice the targeted amount; and
- WHEREAS:** This year The Big Give S.A. has expanded to include nonprofits in the City of Kerrville, as well as all of Kerr, Kendall, Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Medina, and Wilson counties; and
- WHEREAS:** Almost 40 nonprofits in Kerrville and Kerr County are participating in The Big Give S.A. to raise funds to help local causes,
- NOW, THEREFORE,** I, Jack Pratt, Mayor of the City of Kerrville, Texas, do hereby, proclaim May 5, 2015, as

THE BIG GIVE S.A. DAY

In Kerrville, Texas, and do hereby urge all the citizens of our community to join with their local nonprofits and participate in The Big Give.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto the _____ day of _____, 2015.

Jack Pratt, Jr., Mayor



Agenda Item:

2D. Proclamation proclaiming May as Mental Health Month. (Mayor Pratt)



City of Kerrville

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PROCLAMATION

- WHEREAS,** Mental health is essential to everyone's overall health and well-being; and
- WHEREAS,** All Americans experience times of difficulty and stress in their lives; and
- WHEREAS,** Prevention is an effective way to reduce the burden of mental health conditions; and
- WHEREAS,** There is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and
- WHEREAS,** Mental health conditions are real and prevalent in our nation; and
- WHEREAS,** With early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and
- WHEREAS,** Each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, I Jack Pratt, Mayor of the City of Kerrville, Texas, do hereby proclaim May, 2015 as **MENTAL HEALTH MONTH** in Kerrville, TX. As the Mayor, I also call upon the citizens, government agencies, public and private institutions, businesses and schools in Kerrville, TX to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions before they reach stage 4. In recognizing Mental Health Awareness it also recognizes the Volunteer Council Services for Kerrville State Hospital and the Kerrville State Hospital for the work they do in raising Mental Health Awareness and Patient Recovery in our community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the _____ day of _____, 2015.

Jack Pratt, Jr., Mayor

Agenda Item:

3A. Minutes of the regular city council meetings held March 17, March 24, and April 14, 2015. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
MARCH 17, 2015

On March 17, 2015, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Susie Hackleman, Director of Client Services for the Pregnancy Resource Center, followed by the Pledge of Allegiance led by Fire Chief Dannie Smith.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Carson Conklin	Councilmember
Stacie Keeble	Councilmember
Gary F. Stork	Councilmember

COUNCILMEMBER ABSENT:

Gene Allen	Mayor Pro Tem
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CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Day	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
David Knight	Interim Chief of Police
Dannie Smith	Fire Chief
Trent Robertson	City Planner
Kim Meisner	Director of General Operations

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

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

2. **AWARDS AND RECOGNITIONS:**

2A. Resolution of Commendation to Paul Zohlen for service on the Zoning Board of Adjustment.

2B. Resolution of Commendation in recognition of Jimmie Spradling for service on the Beautification Advisory Committee.

3. **CONSENT AGENDA:**

Mr. Conklin moved to approve consent agenda items 3A through 3D; Ms. Keeble seconded the motion, and it passed 4-0:

3A. Minutes of the special city council meeting on February 3, 2015, and the regular city council meetings held February 10 and 24, 2015.

3B. Ratify emergency purchase of water treatment plant membrane filters in the amount of \$233,800.

- 3C. Resolution No. 10-2015, finding that legislation filed during the current 84th session of the Texas Legislature as to the issuance and management of City debt could be detrimental toward the City and urging its defeat. (Mayor Pratt)
- 3D. Resolution No. 11-2015, finding that legislation filed during the current 84th session of the Texas Legislature as to the abolishment of Home Rule Law would be detrimental toward the City and urging its defeat.

END OF CONSENT AGENDA

4. PUBLIC HEARING:

4A. Public hearing concerning a proposed voluntary annexation and an initial zoning classification of (RM) "Residential Mix" District, for an approximately 3.05 acre tract of land out of the W.H. Crawford Survey No. 653, Abstract No. 123, Kerr County Texas, located at 421 Roy Street.

Ms. Day noted this was the second of two required public hearings; the ordinance annexing the property will occur at a future meeting.

Mayor Pratt declared the public hearing open at 6:07 p.m.; no one spoke; the public hearing was closed at 6:07 p.m.

5. PUBLIC HEARING AND ORDINANCES FIRST READING:

5A. Ordinance No. 2015-03 amending the City's "Zoning Code" to revise Article 11-I-20 "Off-Street Parking and Loading Requirements" by exempting existing buildings within the Central Business District (CBD) from requiring off-street parking in specific circumstances; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); and ordering publication. Mayor Pratt read the ordinance by title only.

Ms. Day noted this ordinance would apply the current parking standards that applied to the downtown core district to the central business district, that is, if existing property changed use, it would not be required to meet current parking standards. The issue came to light with a request to waive parking requirements in order for a business to open at 332 Clay Street. Ms. Day noted the parking issue was widespread throughout the CBD, and she presented 10-15 properties that could not meet current parking standards if their use changed; such properties could apply for a variance, but staff recommended changing the parking requirements in the code in order to be efficient and consistent. The only way for many properties in the CBD to meet current parking requirements would be to demolish existing buildings, or go to another property owner and get an irrevocable license agreement to use their parking lot, but those options are not available to many properties.

It was noted that parking for some properties would back on to Highway 27 into traffic. Staff noted this was regulated by TxDOT and existing properties had been allowed to continue this practice; however, it was unlikely that TxDOT would allow this to expand to new properties. The city would not recommend additional head-in parking on city streets due to safety issues.

This item was presented to the planning and zoning commission (PZC) on March 12; however PZC did not vote on the issue, which was the equivalent of denial. PZC's concerns were: fairness to people in the past who had not received the same consideration, and the city should allow more on-street parking.

Staff recommended not marking spaces to encourage on-street parking citing issues with utilities placed in the streets, public safety, and maintaining access for emergency vehicles.

Mayor Pratt declared the public hearing open at 6:28 p.m. and the following persons spoke:

1. John Mosty, Chairman of the Zoning Ordinance Input Committee (ZOIC), noted he (speaking for the Peterson Foundation) was a neighbor to the 332 Clay Street property where a variance was being requested. At the time he purchased his property, he bought more than was needed in order to construct parking. Any zoning change affects neighbors and that should be a prime consideration of any zoning change. Throughout the process of this particular request, 332 Clay Street, the neighbors objected to the proposed zoning change. The Peterson Foundation was opposed to the change; in effect, the foundation's parking lot would become the parking lot for 332 Clay Street. ZOIC created the downtown core district based on the unique characteristics of the buildings, i.e. zero lot lines, common walls, property platted before streets were built, etc. The city's code required that parking be provided in order to accommodate redevelopment. He recommended that the city NOT encourage on-street parking as streets were made for vehicular traffic and not meant to be a parking lot. Some areas of town were almost limited to one-way streets because of on-street parking. These same problems existed all over town and council should correct the problem of parking standards city-wide and not just in one area. ZOIC tried to resolve parking and other issues in their recommended rewrite of the zoning ordinance. If the city wanted development to occur, the city would have to relax its unreasonable parking restrictions.

2. Harvey Brinkman stated he was a commercial broker and he had put off a lot of business issues because he was waiting for the new zoning ordinance to be completed. He asked council and staff to finalize the new zoning ordinance and move forward to adopt it and a lot of issues would be resolved.

3. Jeremy Walther, potential business owner at 332 Clay Street, said he had worked 18 months to bring a craft brewery and restaurant business to Kerrville. He had local investors and a \$1.2 million budget; the project would create jobs, serve local food, and be a gathering place for the community. He looked at many buildings in downtown and some properties were not considered because parking requirements could not be met. The property at 332 Clay was a historically significant building in a good location, and only one block from the city's parking garage. He would install bike racks, encourage customers to use the city parking

garage, and require employees to use the garage. Several neighbors agreed to allow parking on their property and were supportive of his project. Development and parking issues were not unique to downtown. He asked council to approve the ordinance as it was a balance of business growth and preservation of small town character.

4. Chris Avery stated he was a principal investor in the business proposed and asked council to look at the bigger issue of parking in the CBD and approve the ordinance. If council considered only the safety aspect of parking on the streets, many properties would never be developed. He noted that Fredericksburg had 1.2 million visitors annually on Main Street and none of those businesses provided parking; 18 wheeler trucks travelled on Main Street constantly and on-street parking was done successfully in Fredericksburg.

The public hearing was closed at 6:36 p.m.

Mr. Conklin moved for approval of Ordinance No. 2015-03 on first reading; Mr. Stork seconded the motion and it passed 4-0.

5B. Ordinance No. 2015-04 amending the City's "Zoning Code" by adding a definition of "Community Gardens" to Article 11-I-3 "Definitions and Interpretation of Words and Phrases"; revising Article 11-I-4 to add Community Garden as a use that is permitted within any zoning district; revising Article 11-I-19 to adopt regulations applicable to the use of property as a community garden; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); and ordering publication. Mayor Pratt read the ordinance by title only.

Ms. Day noted the current zoning code allowed gardens by right; however, the code did not allow an accessory structure without a primary structure. The proposed ordinance would add the definition of a community garden and allow an accessory structure without a primary structure. The ordinance was presented to PZC on March 12; PZC voted unanimously to deny the recommendation. Staff recommended approval of zoning text amendment adding the definition of community garden and allowing for an accessory structure. This ordinance was previously considered and approved by the city council but was being reconsidered due to a posting error.

Mayor Pratt declared the public hearing open at 6:43 p.m. and the following persons spoke:

1. John Mosty, stated he had no problem with the ordinance if accessory buildings would be required to meet the building standards developed by ZOIC for residential property, that is, 158 sq. ft. Ms. Day stated it would.

2. Bruce Motheral, PZC member, noted PZC voted unanimously to recommend that community gardens be managed through a conditional use permit (CUP) rather than the ordinance being proposed; PZC supported community gardens, but was

concerned with the process. The city code stated: "Accessory buildings do not include ..., or buildings with more than two plumbing fixtures connected with sanitary sewer." For example, if the owner installed three drinking fountains, lavatory, or other plumbing fixtures, the structure would thereby become a main building and would no longer be considered an accessory structure. Also, the proposed ordinance would not necessarily apply to other neighborhoods in the city, and did not address issues typically associated with homeowners associations such as traffic, parking, lighting, times of operation; a CUP process would address those concerns and allow the community the opportunity to voice pertinent concerns for their neighborhood. PZC felt the ordinance would create future problems. Regarding the fee for a CUP, the city could waive the fee, or he volunteered to pay the fee for the project currently under consideration.

3. Marie Brown spoke in support of the current project and zone change. Community gardens would enlarge a sense of community and provide fresh vegetables for people who were willing to work in a garden.

No one else spoke and the public hearing was closed at 6:49 p.m.

Mr. Stork moved for approval of Ordinance No. 2015-04 on first reading; Mr. Conklin seconded the motion and it passed 4-0.

5C. Ordinance No. 2015-05, creating a Planned Development District (PDD) as zoning for an approximate 6.920 acre tract consisting of several parcels located in the Walter Fosgate Survey No. 120, Abstract No. 138, within the City of Kerrville, Kerr County, Texas, addressed as 1107 Junction Highway. (State Highway 27), and generally located on the southwest corner of Junction Highway and its intersection with Guadalupe Street; adopting a concept plan and conditions related to the development of said district; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000.00 for each day of violation of any provision hereon; and ordering publication. Mayor Pratt read the ordinance by title only.

Ms. Day noted the property was currently zone GR, Guadalupe River, and the applicant requested PDD for a mixed use development. The city's sign ordinance did not address signage for a mixed use development. The developer requested and agreed to a more restrictive sign package, using less electronic signs than allowed by right, and the majority of the signs would be stone monument signs. PZC voted unanimously to approve the PDD on March 12.

Mayor Pratt declared the public hearing open at 6:52 p.m.; no one spoke; the public hearing was closed at 6:53 p.m.

Ms. Day introduced the new city planner, Trent Robertson.

Mr. Stork moved for approval of Ordinance No. 2015-05 on first reading; Mr. Conklin seconded the motion and it passed 4-0.

6. INFORMATION AND DISCUSSION:

6A. Quarterly Report by Playhouse 2000 (P2K).

Jeffery Brown, Executive Director of P2K, reported on the fourth quarter, October through December, 2014:

- 25 separate events, 54 lit nights, attendance 17,900, ticket value over \$146,000.
- Operating income, \$156,000, expenses, \$115,000; net income \$41,000.

Mr. Brown gave the following annual report for 2014:

- The Cailloux Theater had been closed 60 days in 2014 due to construction.
- 67 separate events, 130 lit nights, attendance 42,600, ticket value \$535,500.
- Available operating cash as of December 31, 2014: \$117,263.
- Development activity: building fund contributions, \$204,000, included pending \$88,000 grant from the Peterson Foundation; annual fund and operational donations, \$39,000; and business and corporate sponsorships, \$13,250.
- Staffing changes: added a management assistant.

Mr. Brown reviewed upcoming events and noted construction activity for the Cailloux campus support facility: design scheduled to be completed this month, bid specifications to be release in April, and developing plans for groundbreaking and grand opening activities.

7. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Temporary lane closure on Thompson Drive through April 24 to accommodate the installation of a water transmission main.
- National Fire Protection Assn. recommended checking smoke alarms and replacing batteries. Kerrville Fire Department will provide and install smoke detectors free to citizens.
- The library would be hosting a free craft session, March 26, 4 p.m.

8. EXECUTIVE SESSION:

Mr. Conklin moved for the city council to go into executive closed session under Sections 551.071 and 551.072 of the Texas Government Code; motion was seconded by Mr. Stork and passed 4-0 to discuss the following:

Sections 551.071 and 551.072:

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

- River trail.

At 7:12 p.m. the regular meeting recessed and council went into executive closed session at 7:17 p.m. At 7:37 p.m. the executive closed session recessed and council returned to open session at 7:37 p.m. The mayor announced that no action had been taken in executive session.

9. **ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION:** No action was taken following executive session.

ADJOURNMENT. The meeting adjourned at 7:38 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
MARCH 24, 2015

On March 24, 2015, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Blair Cushman, Assistant Pastor, Kerrville Bible Church, followed by the Pledge of Allegiance led by Fire Chief Dannie Smith.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Gene Allen	Mayor Pro Tem
Carson Conklin	Councilmember
Stacie Keeble	Councilmember
Gary F. Stork	Councilmember

COUNCILMEMBER ABSENT: None.

CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Day	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
David Knight	Interim Chief of Police
Dannie Smith	Fire Chief
Trent Robertson	City Planner
Kim Snyder	Main Street Manager

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

1. VISITORS/CITIZENS FORUM: No one spoke.

2. AWARDS AND RECOGNITIONS:

2A. Citizen's Certificate of Merit to Mike Phillips.

2B. Proclamation recognizing the Pinewood Derby.

3. CONSENT AGENDA:

Mr. Conklin moved to approve consent agenda items 3A and 3B; Mr. Allen seconded the motion, and it passed 5-0:

3A. Lease of city property located at 715 Water Street to Representative Andrew Murr for use as a local office.

3B. Resolution No. 13-2015 amending Resolution No. 04-2015 that ordered the holding of a General Election to be held on May 9, 2015, by changing the election judge.

END OF CONSENT AGENDA

4. PUBLIC HEARING:

4A. Public hearing concerning a proposed voluntary annexation and an initial zoning classification of (RM) "Residential Mix" District, for an approximately 3.05 acre tract of land out of the W.H. Crawford Survey No. 653, Abstract No. 123, Kerr County Texas, located at 421 Roy Street.

Mr. Robertson noted no changes since first public hearing.

Mayor Pratt declared the public hearing open at 6:06 p.m.; no one spoke; the public hearing was closed at 6:06 p.m.

5. PUBLIC HEARING AND POSSIBLE ACTION:

5A. Resolution No. 09-2015 nominating James Avery Craftsman, Inc. (JAC) for award by the State of Texas of its manufacturing construction project and activities as an enterprise zone project designation and expressing intent to offer other local economic development incentives. Jonas Titas, executive director of the Kerrville Economic Development Corporation, noted that JAC planned to invest \$15 million in their new manufacturing facility in Kerrville, creating 360 new jobs. The city approved a 380 agreement for tax reimbursement for new investments, EIC approved a jobs grant of up to \$1.219 million, and the county executed a 381 agreement for reimbursement of county taxes. JAC was pursuing an enterprise zone designation and could receive up to \$2,500 for each new employee under the state program. The program required a public hearing and nomination by the city. Mr. Titas stated there was no risk to the city.

Mayor Pratt declared the public hearing open at 6:09 p.m.; no one spoke; the public hearing was closed at 6:09 p.m.

Mr. Stork moved to approve Resolution No. 09-2015; Mr. Conklin seconded the motion and it passed 5-0.

6. ORDINANCES, SECOND AND FINAL READING:

6A. Ordinance No. 2015-03 amending the City's "Zoning Code" to revise Article 11-I-20 "Off-Street Parking and Loading Requirements" by exempting existing buildings within the central business district from requiring off-street parking in specific circumstances; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); and ordering publication. Mayor Pratt read the ordinance by title only.

Mr. Robertson noted no changes since first reading.

Mr. Conklin moved for approval of Ordinance No. 2015-03 on second and final reading; Ms. Keeble seconded the motion and it passed 5-0.

6B. Ordinance No. 2015-04 amending the City's "Zoning Code" by adding a definition of "Community Gardens" to Article 11-I-3 "Definitions and Interpretation of Words and Phrases"; revising Article 11-I-4 to add Community Garden as a

use that is permitted within any zoning district; revising Article 11-I-19 to adopt regulations applicable to the use of property as a community garden; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); and ordering publication. Mayor Pratt read the ordinance by title only.

Mr. Robertson recommended approval and noted no changes since first reading.

Mr. Conklin moved for approval of Ordinance No. 2015-04 on second and final reading; Mr. Allen seconded the motion and it passed 5-0.

6C. Ordinance No. 2015-05, creating a Planned Development District as zoning for an approximate 6.920 acre tract consisting of several parcels located in the Walter Fosgate Survey No. 120, Abstract No. 138, within the City of Kerrville, Kerr County, Texas, addressed as 1107 Junction Highway (State Highway 27), and generally located on the southwest corner of Junction Highway and its intersection with Guadalupe Street; adopting a concept plan and conditions related to the development of said district; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000.00 for each day of violation of any provision hereon; and ordering publication. Mayor Pratt read the ordinance by title only.

Mr. Robertson noted the public hearing was held on March 17, and staff recommended approval.

Mr. Allen moved for approval of Ordinance No. 2015-05 on second and final reading; Mr. Conklin seconded the motion and it passed 5-0.

7. CONSIDERATION AND POSSIBLE ACTION:

7A. Proposed 2015 Street Rehabilitation List.

Mr. Parton presented the proposed 2015 street rehabilitation list, which anticipated 9.5 miles; the city accomplished 5-6 miles in 2014. In order to achieve the goal of a 15 year road program, the city would have to maintain or construct 10-12 miles of roads annually. He reviewed various road construction and maintenance processes and noted the city was able to expand the street program with the purchase of new equipment through a grant from the Cailloux Foundation and an increase in staff and material allocated in the 2015 budget.

Mr. Conklin moved to approve the 2015 street rehabilitation list as presented; Mr. Allen seconded the motion and it passed 5-0.

8. INFORMATION AND DISCUSSION:

8A. Kerr Economic Development Corporation (KEDC) quarterly report.

Jonas Titas, executive director of the KEDC, reported KEDC held officers election and amended the bylaws to coincide with the fiscal year rather than the calendar year. He reported on the following businesses:

- James Avery Craftsman, Inc.: was exploring a Freeport tax exemption, whereby material used in manufacturing products that would be exported within six months would be exempt from local ad valorem tax. In comparison, the eligible inventory in 2014 was \$650,000 which equated to \$3,600 ad valorem tax to the city.
- Mooney International roof repairs: 300,000 sq. ft. roof, received bids ranging from \$1.5-\$3 million; the city and county each pledged \$500,000 and Mooney would pay the remainder; construction would begin in April and should be complete in November. The buildings were owned by the city and county. Mooney was looking for a location to begin production of a composite aircraft; KEDC was trying to secure that product line in Kerrville.
- Bending Branch Winery: received tax abatement from Kerr County for their new \$3 million facility.

These three businesses totaled an additional 650 new jobs and an annual \$20 million payroll.

KEDC was also participating in the following:

- Kendall County approved a seven year tax abatement to AJR Architectural Products to construct a \$6 million production facility in Comfort; this would create 120 new jobs. AJR was also under consideration for a \$450,000 Texas Capital Fund grant; KEDC wrote a letter of support for that grant.
- The Bank of America building had new owners and they planned to develop the building for office space.
- He attended the Wine and Grape Growers Assoc. conference in San Marcos and distributed information about the Kerrville area.
- KEDC was hopeful to receive the 2015 community economic development award from the state.

8B. Mardi Gras on Main post event report.

Ms. Snyder noted this year marked the 10th anniversary of the Mardi Gras on Main event. She reported on the event held February 17 on Earl Garrett Street: an estimated 700 people attended the free event, over \$4,000 was raised by the royal court; highlights of the event were an authentic Zydeco band from Louisiana, Cajun cuisine, and a gumbo contest.

8C. Budget update.

Ms. Yarbrough gave the financial report for the period ending February 28, 2015: to date the general fund revenues totaled \$14,413,892 and expenditures \$9,082,671; water and sewer fund revenues totaled \$3,653,671 and expenditures \$4,267,084; hotel/motel fund revenues totaled \$370,372 and expenditures \$454,474; four permits were issued for new residential construction and 1 for new commercial construction during the month of February.

9. APPOINTMENTS TO BOARDS AND COMMISSIONS:

9A. Appointment to the Main Street Advisory Board.

Mr. Allen moved to appoint Rose Bradshaw with term to expire June 30, 2016; Mr. Conklin seconded the motion and it passed 5-0.

9B. Appointment to the Kerr Emergency 9-1-1 Network Board.

Mr. Allen moved to reappoint Paul Huchton with term to expire January 1, 2017; Mr. Conklin seconded the motion and it passed 5-0.

9C. Appointment to the Kerrville Public Utility Board. It was noted that the KPUB board recommended Fred Gamble be reappointed. Mr. Allen moved to reappoint Fred Gamble with term to expire April 21, 2020; Ms. Keeble seconded the motion and it passed 5-0.

10. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Library was hosting an Easter craft session March 26, 4:00 p.m.
- A portion of Lemos Street had been closed due to utility line relocation project, and it was now reopened.
- Louise Hays Park and river trail would open at the end of spring, weather permitting.
- Neighborhood community clean up was scheduled for Saturday, April 11.

11. EXECUTIVE SESSION:

Mr. Conklin moved for the city council to go into executive closed session under Sections 551.071 and 551.072 of the Texas Government Code; motion was seconded by Mr. Allen and passed 5-0 to discuss the following:

Sections 551.071 and 551.072:

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

- River trail
- 800 Junction Highway, former city hall property

At 6:46 p.m. the regular meeting recessed and council went into executive closed session at 6:50 p.m. At 7:16 p.m. the executive closed session recessed and council returned to open session at 7:17 p.m. The mayor announced that no action had been taken in executive session.

12. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

800 Junction Highway, former city hall property:

Mr. Stork moved to reject the counteroffer on the city property located at 800 Junction Highway; Mr. Allen seconded the motion and it passed 5-0.

ADJOURNMENT. The meeting adjourned at 7:18 p.m.

APPROVED: _____

ATTEST: _____

Jack Pratt, Jr., Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
APRIL 14, 2015

On April 14, 2015, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Tom Murray, Associate Pastor, St. Peter's Episcopal Church followed by the Pledge of Allegiance led by Fire Division Chief/Training and Emergency Management Coordinator Tony Lenard.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Gene Allen	Mayor Pro Tem
Carson Conklin	Councilmember
Stacie Keeble	Councilmember
Gary F. Stork	Councilmember

COUNCILMEMBER ABSENT: None.

CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Day	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
David Knight	Interim Chief of Police
Trent Robertson	City Planner
Tony Lenard	Fire Division Chief/Training and Emergency Management Coordinator

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

1. VISITORS/CITIZENS FORUM: No one spoke.

2. PRESENTATION:

2A. Child Abuse Prevention Month.

3. CONSENT AGENDA:

Mr. Conklin moved to approve consent agenda items 3A and 3B; Ms. Keeble seconded the motion, and it passed 5-0:

3A. Request to waive fees for police security for the Kerrville Festival of the Arts event in the amount of \$3,120.00.

3B. Interlocal contract with Department of State Health Services and Kerrville State Hospital to provide psychological evaluations for new police hires.

END OF CONSENT AGENDA

4. PUBLIC HEARING AND ORDINANCE FIRST READING:

4A. Ordinance No. 2015-07, annexing an approximate 3.05 acre tract out of the W.H. Crawford Survey No. 653, Abstract No. 123, within Kerr County, Texas, said property being located adjacent to the corporate limits of the City of Kerrville, Texas, and consisting of the property addressed as 421 Roy Street; further describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. Mayor Pratt read the ordinance by title only.

Mr. Robertson noted this was the first reading of the ordinance that would complete the voluntary annexation of the subject property. The proposed zoning was consistent with neighboring properties.

Mayor Pratt declared the public hearing open at 6:07 p.m.; no one spoke; the public hearing was closed at 6:07 p.m.

Mr. Stork moved for approval of Ordinance No. 2015-07 on first reading; Mr. Allen seconded the motion and it passed 5-0.

5. ORDINANCE, FIRST READING:

5A. Ordinance No. 2015-08, amending the budget for fiscal year 2015 to account for various changes to the city's operational budget, including expenditures related to emergency repairs to the city's water treatment plant and expenditures necessary for police special programs. Mayor Pratt read the ordinance by title only.

Mr. Parton noted the amendment would provide funding for: 1) emergency repairs at the water treatment plant, and 2) purchase of a replacement vehicle for police special crimes using forfeiture and seizure funds that had been collected over several years. He recommended approval.

Mr. Allen moved for approval of Ordinance No. 2015-08 on first reading; Ms. Keeble seconded the motion and it passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Update on proposed waste collection changes and contract amendments with Republic Services. Ms. Day reported on the following:

- Reviewed current services at a cost of \$16.12: weekly garbage pick up in containers provide by residents, weekly recycling pick up in 18 gallon bin provided by the city, monthly yard waste pick up, and one annual bulk waste curbside pick up. Proposed service negotiated by staff at a cost of \$18.12: weekly automated garbage pick up and bi-weekly automated recycling pick up in 96 or 48 gallon carts provided by Republic, size to be determined by the resident; monthly yard waste pick up; two scheduled curbside bulky waste pick ups; and two bulky waste or yard waste, unlimited amount, drop off opportunities per year at the landfill. She provided a rate and service comparison chart and noted the majority of the rate increase was due to the additional bulky curbside and two free bulky drop offs; the

average drop off fee at the landfill for residential customers was currently over \$20.

- Described the automated collection process and benefits, i.e. cart lids will not open until the cart is inside the truck eliminating spillage and flying debris, carts will keep out animals, manual collection system is dangerous for workers having to dodge traffic, would eliminate citizen complaints about broken trash containers.
- The original proposal was for a 96 gallon cart only; after hearing concerns from the public and many requests for smaller carts, staff negotiated with Republic for customers to choose between 96 and 48 gallon carts.
- Republic would be responsible for significant capital investment to purchase automated side-load trucks and two carts for each residence; repairs and replacement would be Republic's responsibility.
- Republic agreed to hold the proposed rate for two years instead of requesting the annual consumer price index (CPI) increase as allowed for in the contract. The average CPI had been 2% annually, mostly based on the cost of fuel. Republic requested the new contract be amended to use the CPI based on the water/wastewater/garbage index, and allow an automatic pass through of fees, not to exceed the cap.
- Republic would provide assist services for persons who required assistance; a Republic worker would take the trash from the home to the street.
- Staff was still working with Republic to resolve issues, i.e. narrow streets, alleyways, and routes.
- If the city began disposing of waste in the city landfill today instead of transferring the garbage to another city, the life of the city's landfill would be only seven years. Recycling was a great benefit to preserve the landfill resource.
- Relocating recycling operations: Staff proposed closing the current recycling center, thus saving \$258,000 annually in the general fund, and relocating recycling to the landfill where it would be managed by Republic as a free service to customers. The operation would be single stream recycling, that is, all recycling would go into the same container with no need to separate items. Customers at the center were recently surveyed and 80% were county residents, 10% were commercial, and 10% were city residents who had access to curbside recycling.

Ms. Day noted that Republic also proposed changes at the transfer station:

- Hours of operation on Saturdays be changed from 7:30 a.m.-5:30 p.m. to 8 a.m.-1:00 p.m.; Republic would not close until all customers in line were served.
- Increase tipping fee from \$56.22 to \$66.26 per ton; proposed minimum fee for city residents, \$20.00.

Council also discussed the following:

- A large number of citizens were already using 96 gallon containers that they purchased themselves.
- The carts were easy to move and weather/animal proof.
- The whole country was going to automated collection.
- Many people were making several trips to the curb now with multiple bags; put all the bags in the container and make only one trip, on wheels, to the curb.
- Implement the program in stages and allow customers to adjust to what fits their needs. Could do automated trash collection and: 1) continue recycling using

existing bins, or 2) deliver a new recycling cart only to those who wanted to do recycling. Ms. Day noted: 1) the automated trucks could not pick up and empty the existing bins, and 2) would not divert much material from the landfill.

- The proposal was a whole system program using automated trucks.
- Republic would still be driving two routes in each neighborhood; there would not be any reduction in manpower, equipment or operation expenses, so there would not be a cost savings by limiting recycling to only those who wanted to participate.
- If the garbage industry lobbies for legislation that causes a mandate or raises a fee, that fee should not be passed on to city customers.
- Transfer station and recycling center would have the same hours of operation. The current recycling center was only open one Saturday per month; at the landfill, it would be open every Saturday.
- Staff should find additional options and negotiate better pricing with Republic.
- In order to preserve the landfill resource, the city should support and implement the program wholeheartedly.

Ms. Day outlined the steps for implementation of the proposed program:

- Council approve amendments to the existing contract.
- A form would be mailed to all residents to allow them to select the size of cart they would prefer for both garbage and recycling; if a citizen does not respond, 96 gallon carts will be delivered. There would be a six-month grace period during which time residents can request a different size cart without charge.
- Prepare site location for new drop off, single stream recycling operation at the landfill to be operated by Republic.
- City notify the county of its intention to vacate the existing property; however, the city would continue to operate the center through the time period given.
- Following these steps, the program could be implemented in mid-summer.

The following persons addressed the council:

1. Allen Leabee stated he was speaking on behalf of 210 homes in The Summit. The original proposal was 96 gallon carts; 96 would not fit in a garage and storing garbage in a container outside was not a good idea. Staff ignored the demographics of city residents; it was difficult for elderly to wheel garbage up and down significant slopes. Now, people use different cans and bags; under the proposal, all trash cans will look alike and this will not improve the city's appearance. People he spoke with who had lived in cities where this program was implemented were not in favor of the change. The newspaper did a survey and 70% were opposed to the change; he surveyed the Summit and 70% were opposed. Council asked how people in the Summit handled their trash now. Mr. Leabee said they take it to the curb in the manner they designed for themselves, generally in bags, and many went to the recycling center, only a few used curbside recycling. He asked how the city determined that 80% of the people who used the recycling center were from outside the city. Ms. Day stated that recycling center customers provided their addresses.

2. Barbara Burton asked how many employees would be put out of work with the closing of the city's recycling center. Ms. Day noted that employees had already been transferred to other positions in the city and there was only one full time

employee at the center now and the city was holding a position for him. Ms. Burton asked why the change. Ms. Day noted that once the city begins accepting trash instead of transferring it to another landfill the life of the existing landfill would be 7 years; the biggest benefit to the landfill was increased recycling. Republic was providing an opportunity to do automated trash and recycling collection, which had proven to increase recycling in other cities. Other reasons for the change were employee safety and cleaner streets with less debris from weather and animals.

3. Idel Friedmann asked what the rate increase would be after two years. Ms. Day noted that increases were based on CPI and capped at 4% annually. The average CPI had been 2% annually, mostly based on the cost of fuel.

4. Leota Malone asked if plastic bags would be allowed. Ms. Day stated that plastic bags would not be an option because of automated collection; bags could be used, but the bags would have to be placed inside the containers. Nothing placed outside of the containers would be picked up; however, Republic committed to picking up additional materials outside of the containers for two weeks at Christmas time.

5. Linda Rigby, representing Highlander home owners, stated they were concerned about the large size of containers, but allowing the smaller containers would address that; also, having assistance available for those who needed it was good. She appreciated council and staff listening to the citizens.

6. Peggie Colvin asked how often trash would be picked up and if citizens would be required to have two carts. She was satisfied with how collection was handled and being able to use trash bags and not having to manage a trash container. She noted that the carts would be a burden to the elderly and that some of her neighbors would need assistance. She did not have a garage or room to store a cart; she opined that some people would just leave the cart on the curb. She wanted to continue to support recycling.

Ms. Day noted that garbage pick up would be every week and recycling every other week; yes, everyone would need two containers, one for garbage and one for recycling. People would not be required to store the carts in a garage; however, the cart cannot be stored in the right of way. Upon request, staff will visit with her neighbors.

7. Bonnie White noted this type of program had been implemented where her neighbor came from and the assisted list lasted only a while and stopped when people moved or passed away. The assistance could be misused and people's situations change. She asked how someone qualified to be on the assisted list.

Council noted that when utility service was disconnected and someone reconnected at a new location, the person may not have notified the utility company of the new address and the need for assisted service. Ms. Day stated that staff will meet with customers upon request to see if they qualify.

Ms. Keeble stated that she supported the proposal; however, overwhelmingly, the citizens who contacted her did not want the carts.

Mr. Conklin moved to direct staff to proceed with drafting contract amendments as presented to city council on February 3 and April 14; the motion was seconded by Mr. Stork and passed 4 to 1 with Councilmembers Conklin, Stork, Allen, and Pratt voting in favor of the motion and Councilmember Keeble voting against the motion.

6B. Resolution No. 14-2015 authorizing publication of notice of intention to issue certificates of obligation.

Mr. Parton noted a similar resolution was passed in February that authorized staff to proceed with the process; however, staff posted the incorrect notice document and the process had to start over. The proposed certificates of obligation would fund the city's portion of a project that would acquire, construct, and equip an athletic complex. The bond sale would be scheduled for June 9.

Council discussed information that had been provided by the Hill Country Youth Soccer Assn. stating that only eight soccer fields would be provided. Mr. Parton noted that the HCYSA website contained an outdated concept plan and the information was incorrect. The proposed soccer facility will have an additional 4.5-6 irrigated acres for playing fields than currently existed at HCYSA at the city landfill. Staff's presentation and information on the city's website was correct.

Mr. Allen moved for approval of Resolution No. 14-2015; Ms. Keeble seconded the motion and it passed 5-0.

6C. Update on river trail and Louise Hays Park (LHP)/Lehmann Monroe Park (LMP) projects.

Ms. Day reported the LHP, LMP and river trail from Tranquility Island to Kerrville Schreiner Park would open in June. She presented pictures of the facilities under construction and noted the new amenities included: interactive water play fountain, a pump house to treat and recirculate the water for the fountain, shade structures, air conditioned restrooms, picnic areas, open spaces, events plaza, pavilion, shaded playground areas, new roads, paved parking areas, covered Centennial stage, dance floor, and a dog park. Contractors should be finished in May and staff would go in and construct roads and parking areas, install playground equipment, install irrigation, plant trees, and do landscaping.

Ms. Day showed pictures of the trail and several pedestrian crossings and trailheads and noted the last segment of the river trail at KSP would be poured this week. Bid documents had been prepared for the crossing over Town Creek and the trail at Lowry Park on Guadalupe Street. She anticipated awarding that bid at the May 26 council meeting with construction to begin mid-June. The remainder of the trail going west was currently under acquisition.

7. INFORMATION AND DISCUSSION:

7A. Update regarding the Kerrville and Kerr County Emergency Management Plan. Tony Lenard, Fire Division Chief/Training and Emergency Management Coordinator, reported that the emergency management council, consisting of the county judge and the mayors of Kerrville and Ingram, completed the program assessment and established program objectives. He was working to ensure that the emergency management plan and annexes were current and that the city was National Incident Monitoring System (NIMS) compliant. He reviewed recent accomplishments, including updating parts of the emergency preparedness plan, attending disaster recovery workshops and training exercises, helping develop an EOC webpage for Kerr County, and preparing EOC county-wide training exercises. He continued to attend the Kerr Area Rural Fire Association volunteer fire chiefs' meetings to offer the city's support and was developing regional relationships. He noted that the sheriff had given the city the ability to log in to the county's Code Red system without having to go through the sheriff's office. The county was in the process of filling the assistant emergency management coordinator position which he felt would enhance the emergency management plan.

8. APPOINTMENTS TO BOARDS AND COMMISSIONS:

8A. Appointments to the Parks and Recreation Advisory Board. Item was tabled to the April 28 meeting.

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Item for future agenda: feasibility, need, and cost of police body cameras.
- Council should schedule a workshop to familiarize themselves with the Charter and operating roles of councilmembers and interacting with city staff and emergency management.
- Kerrville Public Utility Board annual tree give away Saturday, April 25, 7:00 a.m.
- Library invited the public to attend the incredible edible book festival April 17-19.
- Parks department accepting registration for men's spring softball league through April 23.
- City accepting applications for lifeguards for the Olympic Pool.
- New business opening, Crumbs Restaurant at 225 Earl Garrett.
- Persons interested in participating in a Veterans Day parade should contact Mayor Pratt.
- Thank you to all who participated in the neighborhood community clean up on Saturday, April 11.

10. EXECUTIVE SESSION:

Mr. Conklin moved for the city council to go into executive closed session under Sections 551.071 and 551.072 of the Texas Government Code; motion was seconded by Mr. Allen and passed 5-0 to discuss the following matters:

Section 551.071:

- Cause No. 14686A; Westar Construction, Inc. v. City of Kerrville; in the District Court, 216th Judicial District, Kerr County, Texas.

Sections 551.071 and 551.072:

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

- 800 Junction Highway, former City Hall property
- River trail

At 7:53 p.m. the regular meeting recessed and council went into executive closed session at 8:03 p.m. At 8:38 p.m. the executive closed session recessed and council returned to open session at 8:40 p.m. The mayor announced that no action had been taken in executive session.

11. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION:

Cause No. 14686A; Westar Construction, Inc. v. City of Kerrville; in the District Court, 216th Judicial District, Kerr County, Texas.

Mr. Conklin moved to authorize the mayor to execute mediation settlement with Westar Construction, Inc. Mr. Allen seconded the motion and it passed 5-0.

ADJOURNMENT. The meeting adjourned at 8:41 p.m.

APPROVED: _____

ATTEST:

Jack Pratt, Jr., Mayor

Brenda G. Craig, City Secretary

Agenda Item:

3B. License agreement between Kerrville Kayak & Canoe and the City of Kerrville for operation of non-motorized watercraft & bicycle rental concession.
(staff)

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

SUBJECT: Authorization to award waterfront and trail concessions license agreement to Kerrville, Kayak, and Canoe, Inc.

FOR AGENDA OF: April 28, 2015

DATE SUBMITTED: April 17, 2015

SUBMITTED BY: Malcolm Matthews
Director, Parks and Recreation

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: License Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City of Kerrville issued a Request for Proposals (RFP) for waterfront concessions along the River Trail and in riverfront parks with a due date of February 27th. One proposal was received by the City from Kerrville Kayak and Canoe, Inc. (KKC). KKC's proposal met all requirements and addressed each of the criteria included in the RFP.

Waterfront concessions for recreation equipment rental (kayak, tube, canoe) have been offered in both Louise Hays Park and Kerrville-Schreiner Park for several years, under separate license agreements with the KKC. With the construction of the River Trail and improvements to Louise Hays Park, it was determined that rental opportunities should be expanded to include the River Trail, add bicycle rentals, and consolidate the concessions into one, comprehensive license. The RFP process allowed the City to consolidate the concession operation for continuity, expand the concession offerings and locations, and opened the process to any other concessionaire that may have been interested.

The proposed license agreement with KKC includes:

- Operation of boat/water equipment rentals and bicycle rentals at Louise Hays Park and Kerrville-Schreiner Park and the option to operate bicycle rentals at the G St. Trailhead
- Allowance to sell bottled water and pre-packaged snacks
- Monthly payment with minimums to the City [8% of gross sales or \$300 per month, whichever is greater for 7 months (season) and 8% of gross sales or \$100 per month, whichever is greater for 5 months (off season)]
- Approval of rental fee schedule by City
- Three year agreement term with the ability to renew annually for up to 3 years

- Other agreement requirements include insurance limits, safety/training controls, quality of equipment, staff identification/ signage/concession site controls

KKC has offered and delivered a quality service to the City and park patrons over the years. Staff is confident that they will continue to do so with this expanded concession agreement.

RECOMMENDED ACTION

City staff recommends City Council authorization to award the waterfront and trail concessions license agreement to *Kerrville, Kayak, and Canoe, Inc.*

LICENSE AGREEMENT
BETWEEN KERRVILLE KAYAK & CANOE AND CITY OF KERRVILLE
FOR OPERATION OF NON-MOTORIZED WATERCRAFT & BICYCLE RENTAL
CONCESSION

This License Agreement ("License") is made and entered into by and between the **CITY OF KERRVILLE, TEXAS** ("City"), and **KERRVILLE KAYAK & CANOE**, ("Licensee"), either of which will be referred to as "party" or collectively referred to as "parties", as follows:

1. Grant of Exclusive License. In consideration of and subject to the terms, provisions, and covenants herein contained, City grants to Licensee an exclusive license to operate a business for the rental of non-motorized watercraft and bicycles on the following described real property owned by City ("Licensed Premises"), in the City of Kerrville, Kerr County, Texas:

a) a required concession location approximately twenty-five (25) feet by one hundred (100) feet on the south side of the Guadalupe River in Kerrville-Schreiner Park ("KSP") in proximity to the boat ramp, or at any other location within KSP that is mutually agreed upon by the Director of Parks and Recreation or designee ("Director") and Licensee;

b) a required concession location approximately fifteen (15) feet by seventy-five (75) feet on the south side of the Guadalupe River in Louise Hays Park ("LHP") in proximity to under the State Highway 16 (Sidney Baker) bridge or at any other location within LHP that is mutually agreed upon by the Director and Licensee;

c) an optional concession location adjacent to the G Street Trailhead parking lot on the south side of the Guadalupe River, or at any other location in the G Street Trailhead location that is mutually agreed upon by the Director and Licensee, if the G Street Trailhead is selected by the Licensee as an optional concession site.

2. Additional License. In consideration of and subject to the terms, provisions, and covenants herein contained, City grants to Licensee a license to operate a business for the sale of prepackaged consumable foods on the Licensed Premises. Licensee understands that City may at any time grant similar licenses to additional persons. Licensee may store concession equipment trailers in designated sites within the designated parks, as approved by the Director.

3. Other Uses. City agrees not to grant another exclusive license agreement for the purpose of the rental of non-motorized watercraft and bicycles within the Licensed Premises. However, Licensee acknowledges that there will be privately owned and operated watercraft and bicycles within the Licensed Premises. In addition, special events or activities authorized or performed by the City may impact designated concession locations and operations within the Licensed Premises which could require modification to certain Licensee concessions, up to and including altering the location of the Licensed Premises or ceasing concession operations during an event or activity at a specific site.

4. Term. This License becomes effective upon the date the signatures of the parties and will terminate three (3) years thereafter ("Initial Term"), subject to renewal or earlier termination as herein provided.

5. Renewal. Not later than ninety (90) days prior to the end of the Initial Term or if applicable, during each annual term, the parties may agree in writing to extend the term an additional year. Such renewal may occur for up to, but no more than, three (3) consecutive one year periods. If no renewal agreement is entered into prior to the end of each annual extension, this License will expire and terminate and be of no force and effect provided that Licensee is not in default hereunder.

6. Termination Election. City and Licensee each shall have the right, either with or without cause, to terminate this License upon not less than sixty (60) days prior written notice to the other party. Upon such termination, City and Licensee shall be relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

7. Use. Licensee shall use the Licensed Premises and any improvements thereon for non-motorized watercraft and bicycle rental and approved product sales as defined in **Attachment A** and for no other purpose. Licensee shall at all times comply with the Texas Water Safety Act (Texas Parks & Wildlife Code Chapter 31, as may be amended). Licensee is prohibited from renting motorized watercraft of any kind. No other use of the Licensed Premises may be made without the prior written consent of Director.

8. Rentals beyond City Property. Licensee shall notify City in writing thirty (30) days prior to renting non-motorized watercraft and bicycles from areas beyond City property.

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

10. Maintenance. Licensee shall, at Licensee's cost and expense, during the term of this License and any renewal thereof, maintain the equipment, Licensed Premises, and all improvements thereon, in a first-class manner, including maintaining the premises free from litter and debris. Any trash or debris as the result of the Licensee or its patrons will be the responsibility of the Licensee.

11. Insurance. Licensee agrees to acquire and maintain in force and effect, during the term hereof, workers' compensation insurance and also liability and casualty insurance covering all dates when Licensee is in operation on the Licensed Premises. Upon execution of

this License, Licensee shall provide City with a copy of the insurance policies required hereby, showing premium prepaid for the period covered. In the event of failure by Licensee to keep such insurance in effect, the License shall terminate without notice from City to Licensee. Insurance must cover the Licensed Premises and all related uses of the Guadalupe River, River Trail, City parks, and public property by Licensee and/or Licensee's patrons. Any use of, or onto, private property by Licensee or Licensee's patrons must be covered by Licensee's insurance and approved in advance by the City. This insurance shall include liability and workers' compensation coverage as follows:

Type of Insurance

Minimum Limits

A. Workers' Compensation covering all employees	Statutory
B. Employer's Liability	\$100,000.00
C. Commercial General Liability	
• Bodily Injury & Property Damage Per Occurrence	\$1,000,000.00
• Aggregate	\$1,000,000.00

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

Any equipment owned by Licensee shall be insured against damage by fire, windstorm, or other casualty under the standard "extended coverage" insurance. Prior to commencement of any construction, Licensee shall furnish City a duplicate original of an extended coverage insurance policy naming City as "additional insured" with "all-risk builders risk" coverage if required by City. Such insurance shall insure both City and Licensee against loss by fire, windstorm, vandalism, theft, or other casualty covered under standard "extended coverage" insurance. Such policy shall be in the amount of full replacement value for all improvements. The commercial general liability and casualty insurance policies shall name City as an "additional insured". All policies shall include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that the City must be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. Renewal certificates must be received by the City at least ten (10) days prior to expiration date. Policies will be in effect for the entire term of this License and any renewals. It shall be the responsibility of the Licensee to insure that all subcontractors for improvements comply with the same insurance requirements as the Licensee. The Licensee will provide the City a copy of current insurance policy if requested by City at any time.

12. Alterations and Improvements. Licensee shall have the right, after first obtaining the written consent of City and at Licensee's sole cost and expense, to make such alterations, additions, and improvements to the Licensed Premises as Licensee may desire and as may have

been approved by City. All such alterations, additions, and improvements shall thereafter constitute part of the Licensed Premises and shall not be removed by Licensee upon the termination or expiration of this License or any renewal hereof, except that the Licensee may remove such alterations, additions, and improvements provided that Licensee shall restore the Licensed Premises to the condition existing on the date hereof. Any improvements not removed within thirty (30) days after expiration or termination of this License shall remain with the land.

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

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

15. **INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF LITIGATION) IN ANY MANNER ARISING OUT OF OR RESULTING FROM LICENSEE'S OPERATIONS, LICENSEE'S USE OF THE LICENSED PREMISES OR THE EXISTENCE OF LICENSEE AND LICENSEE'S IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING ANY AND ALL LIABILITY, LOSSES, COSTS, AND EXPENSES ARISING FROM CLAIMS OR DEMANDS BY LICENSEE'S OWN EMPLOYEES; AND THESE INDEMNITY AND HOLD HARMLESS PROVISIONS SHALL APPLY AND EXTEND TO ANY CLAIM, DEMAND, LIABILITY, LOSSES, COSTS, OR EXPENSES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY OR ITS OFFICIALS, AGENTS, SERVANTS, OR EMPLOYEES.**

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

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

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

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

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

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

City: City of Kerrville, Texas
Attention: Director of Parks and Recreation
2385 Bandera Hwy.
Kerrville, Texas 78028

Licensee: Kerrville Kayak & Canoe
Attention: Corey Miller
1617 Broadway
Kerrville, Texas 78028

22. Operating Hours. Minimum hours of operation shall be from 12:00 noon until one (1) hour before sunset on Wednesdays through Fridays and from 9:00 a.m. until one (1) hour before sunset on Saturdays and Sundays. Licensee shall also operate on all holidays and any other days and times which in the opinion of Licensee and Director are appropriate and not in conflict with maintenance of the Licensed Premises. Licensee will notify the KSP Reservation office [(830) 257-7300] each day at the time of commencement of on-site staffed operations. Operations are to be year-round, Wednesdays through Sundays, except when prevented by inclement weather or when otherwise agreed between the Licensee and the Director and staffed and equipped as reflected on **Attachment B**.

23. Training and Orientation. Licensee will conduct two (2) training and orientation sessions for Licensee's staff using Licensee's equipment prior to scheduling staff to work.

Licensee shall insure that Licensee's patrons are capable of proper use of rental equipment, are properly trained on rental equipment use, and that Licensee's patrons operate the rental equipment as designed and authorized and in a safe manner, which may be dependent upon the conditions.

24. Restraining Devices. Licensee shall, at Licensee's expense, place physical restraining devices (e.g. clearly marked lines and/or boundary markers) as deemed necessary by Licensee and the Director for safety purposes and control of water activities on property of City or upon water surfaces abutting property of City. Any such devices shall be in accordance with all applicable laws, rules, and regulations of state, federal, or local governing authority, and shall be arranged such that the restraining devices do not cause abrasion or other physical damage to trees, fixtures, Licensee's patrons, or the general public.

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

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

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

27. License Fee. Licensee shall pay City a License fee as follows: Licensee shall pay to the City three hundred dollars (\$300.00) per month or 8% of its gross revenues, whichever is greater, for the operations period from March 1st through September 30th each year. Licensee shall pay to the City one hundred dollars (\$100.00) per month or 8% of its gross revenues, whichever is greater, for the operations period from October 1st through February 28th each year. Licensee shall pay the City on or before the 5th working day of each month for revenues received for the prior month and late fees shall accrue thereafter at five dollars (\$5.00) per day on all unpaid amounts. For purposes of this License, the term "gross revenue" shall mean all monies received or payments made by check, cash, cashier's check, debt card, or credit card, for services provided by Licensee to customers pursuant to this License, excluding that portion of collections which represents local or state sales taxes.

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

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

30. Rental Rates. Licensee shall charge its customers the following user fees for its services as listed in **Attachment A**. Rental rates include PFD's for all boats and for inner tubes; paddles are included for kayaks and canoes, and seatbacks are included for kayaks. All rate structures and any changes in user fees or product sales costs must receive the prior written approval of the Director before becoming effective. Licensee may also charge \$3.00 for every ten (10) minutes overdue beginning after watercraft and bicycles rentals are initially ten (10) minutes overdue.

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

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

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

(signatures begin on following page)

CITY OF KERRVILLE, TEXAS

KERRVILLE KAYAK & CANOE

By: _____
Todd Parton, City Manager

By: _____
Corey Miller, _____ (title)

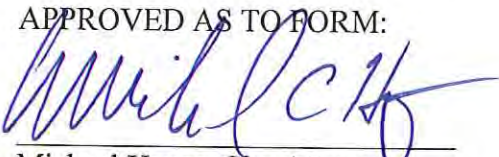
Date: _____

Date: _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael Hayes, City Attorney

Attachment to KK&C's Riverfront Parks and River Trail Concessions Proposal

Name of Concession: Kernville Kayak & Canoe (herein referred to as KK&C)
 Contact Person/ Title: Corey Miller, Owner
 Mailing Address: 1617 Broadway
 City, State, Zip: Kernville Texas, 78028
 Contact Phone #: 830-459-2122
 Email Address: kavaks@kctc.com
 Web Site: paddlekernville.com

Concession Item	Make/Model	Size	Replacement Frequency	Location & Quantity			In & out of Season Rates				Payment % or \$300 per operating month
				Louise	Kerrville	G	KK&C Shop	Hourly Rate	Half Day Rate	Full Day Rate	
Kayaks											
Kids	Lifetime	4'	no more than 4					\$ 10	\$ 25	\$ 40	
Singles	OceanKayak/Perception	9' & 9.5'	5 yrs. or as needed	4	6-10		See Note 4	\$ 10	\$ 25	\$ 40	
Doubles	OceanKayak/Perception	12' & 13.5'		4	8-12		See Note 4	\$ 15	\$ 35	\$ 50	
Paddle Boards	SUP ATX	11.5'	"	2*	4		See Note 4	\$ 10	\$ 25	\$ 40	
Pedal Boats	Pelican	3 Person	2 yrs. Max		1-2		See Note 4				See Monthly Operating Schedule in Attachment B
Canoes	Old Town	14.5'	"	2	4		See Note 4	\$ 15	\$ 35	\$ 50	
Tubes	Sevlor	48"	2 yrs max.	4-6	10		See Note 4	\$ 5	\$ 15	\$ 25	
Bicycles	Schwinn Beach Cruisers	Sgle. Speed Male & Female	As Required	6	6	See Note 3		\$ 10	\$ 25	\$ 40	
Bottled Water	See Note 5							\$2 each			25%

Notes:

- Note 1: Kayak rentals include paddle, life jacket and seat backs. Bicycles include helmets.
- Note 2: Water Craft & Bicycles positioned at each location will be appropriate for the level of business
- Note 3: G Street will be a signage location and serviced from KK&C Shop Location
- Note 4: Additional Rental Inventory held at shop
- Note 5: Request the right to sell bottled water as need arises.

Attachment to KK&C's Riverfront Parks and River Trail Concession Proposal

Describe concession's display; describe equipment; describe mobilization plan to sites during inclement weather.

Display: Kerrville Schreiner Park

KK&C is proposes to display rental kayaks, canoes, paddleboards and tubes at beach area adjacent to the boat ramp.

KK&C proposes to display rental bikes inside Park at the trail head as designated by Park Mgmt.

Louise Hays Park

KK&C proposes to display kayaks, canoes, tubes, paddleboards and bicycles from a trailer under the Hwy 16 bridge, at the designated concession area.

Equipment will be offloaded for rental purposes.

G Street Park Trail Head

KK&C proposes to have a sign at this location to direct patrons to call KK&C shop location for rentals. KK&C will deliver bikes to the location as requested. KK&C's shop location is located 1 1/2 blocks from the G Street Trail Head

Mobilization Plan during inclement weather

Kerrville Schreiner Park

KK&C will trailer boats from beach area for temporary storage adjacent to the Butterfly theater or where directed by Park Management.

Louise Hays Park

KK&C requests a designated and reserved parking space at the top of the hill adjacent to the old Pavilion. KK&C requests permission to park its trailer nightly and during inclement weather at this location.

Non-Operating Hours contact info; describe procedures for patrons when concessionaire is not on site.

Contact Info:

Corey Miller Tel: 830-459-2122
KK&C will have signage at all locations with contact information

Procedures when concessionaire is not on site:

Patrons can call KK&C for staff to arrive on site and rent equipment.

Attach, or show ability to obtain, needed permits

Proof of Insurance for General Liability Ins. and Workman's Compensation Ins. are provided as attachments

Staff Identification Method:

Each staff member will be provided and is required to wear a KK&C Hourly Staff T-shirt or Tank Top
See Attached Pictures

Staff Training:

Each staff member completes 2 staff training sessions. The first session deals with administration details filling out waivers, receipts, pricing of rentals
The second session is on site training session detailing equipment usage, safety rules for lifejackets, equipment and money security.
Returning employees complete the 2 sessions annually.

List of References for other similar concession operations

KK&C has been providing concessions at both Kerville Parks for the last 8 years.

Attachment to KK&C's Riverfront Parks and River Trail Concession Proposal

General Operations Schedule

KK&C proposes the following monthly Schedule of Operations:

	Staffing Levels	
	KSP	LHP
Jan	Hours of Operation	
	per calls	
Feb	per calls	
Mar	Weekends - Sat 10:00am - 7:00pm Sun 12:00pm - 7:00pm	
Apr	Weekends - Sat 10:00am - 7:00pm Sun 12:00pm - 7:00pm	
May	Weekends - Sat 10:00am - 7:00pm Sun 12:00pm - 7:00pm	
Jun	Weekends 9:00am - 7:30pm Weekdays Noon to 7:30pm	
Jul	Weekends 9:00am - 7:30pm Weekdays Noon to 7:30pm	
Aug	Weekends 9:00am - 7:30pm Weekdays Noon to 7:30pm	
Sep	Weekends 10:00am - 7:30pm	
Oct	Weekends - Sat 10:00am - 7:00pm Sun 12:00pm - 7:00pm	
Nov	per calls	
Dec	per calls	

Note: Experience shows that patrons can and do call KK&C to make special arrangements for deliver and return of rental equipment before and after regular business hours. We regularly accommodate patrons who rent overnight rentals.

Agenda Item:

3C. Non-exclusive license agreement between City of Kerrville and Hill Country CRUSH Soccer Academy. (staff)

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

SUBJECT: Approval of a license agreement with Hill Country CRUSH Soccer Academy, Inc. to operate a youth soccer league at a designated location on Landfill Road North.

FOR AGENDA OF: April 28, 2015

DATE SUBMITTED: April 17, 2015

SUBMITTED BY: Malcolm Matthews
Director, Parks and Recreation

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: License Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City of Kerrville acquired property from the 1920's -1970's adjacent to what is currently Loop 534. This city property now contains the municipal landfill and the wastewater treatment plant and has other public works projects planned over the next several years. Various short-term license agreements have been allowed on unused portions of this property for recreation over the years, to include soccer leagues and model airplane flying. Current plans to expand the landfill and to construct the effluent water pond project on the tract, scheduled to commence in June 2016, will require eventual relocation of the recreational uses from the property. Included in these licenses is the Hill Country CRUSH Soccer Academy (CRUSH).

The current license agreement between CRUSH and the City expires May 31, 2015. The recommended new license agreement will be from June 1, 2015 to June 15, 2016 with the same operating terms as the current license agreement. Since the effluent pond project schedule may change, the license agreement with CRUSH allows for month-to-month extensions beyond June 15, 2016 to give the most time on the property by the licensee before construction starts.

RECOMMENDED ACTION

City staff recommends City Council approval of the license agreement with Hill Country CRUSH Soccer Academy, Inc..

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
CITY OF KERRVILLE AND
HILL COUNTRY CRUSH SOCCER ACADEMY

This Non-Exclusive License Agreement ("License") is made and entered into by and between the CITY OF KERRVILLE, TEXAS ("City"), and HILL COUNTRY CRUSH SOCCER ACADEMY, herein referred to as "Crush" as follows:

1. **Grant of Non-Exclusive License.** In consideration of and subject to the terms, provisions, and covenants herein contained, City hereby grants to Crush a non-exclusive license to use Fields 1 through 3 as part of the City's soccer fields located at Landfill Road North, in the City of Kerrville, Kerr County, Texas ("Licensed Premises"), a map of which is attached hereto and made part of this License as **Exhibit A**. Crush's use shall generally consist of the play and practice of soccer leagues. This period of time that Crush uses the Licensed Premises shall be referred to herein as the "active use" and such active use by Crush will be exclusive.

2. **Term.** The initial term of this License shall begin June 1, 2015 and end June 15, 2016, subject to earlier termination as provided herein ("Initial Term").

3. **Renewal.** This License shall renew for successive one month periods, commencing on June 16, 2016, and each month thereafter. Such renewal shall be automatic and without the action of any party unless notice of cancellation is given by either party in writing to the other party as provided herein prior to each month's renewal.

4. **Termination Election.** The City and licensee each shall have the right to terminate this License with or without cause not less than thirty (30) days after providing written notice to the other party; provided, however, in no case shall such notice of termination be delivered later than 60 days prior to a Special Event Date.

5. **Use.** Crush's use of the Licensed Premises shall comply with the following:

- a. Crush shall use the Licensed Premises and all improvements thereon for soccer practice, games, and soccer related activities and for no other purpose;
- b. Crush shall not use any other property beyond the Licensed Premises. At times and upon request, the City may grant permission to Crush for Crush to use additional property;
- c. Crush shall institute all reasonable measures as are necessary to ensure that all members, spectators, guests, and invitees remain within the Licensed Premises at all times during Crush activities;

- d. Crush shall inspect the Licensed Premises, in particular the fields, prior to any use to ensure that they are safe for the intended use;
- e. Crush shall provide and maintain all goals and nets and shall adopt policies and take other steps to ensure that its members use all appropriate safety equipment during play;
- f. Crush shall inspect the goals at least prior to each use and periodically as necessary during games to ensure that they are securely anchored and are safe for use;
- g. Crush shall ensure that all persons and activities are adequately supervised by an adult at all times during the active use;
- h. Crush shall not permit any smoking, alcohol, or pets on the Licensed Premises;
- i. Crush shall take reasonable measures to ensure that its members, spectators, guests, and invitees abide by all traffic and parking signs;
- j. Crush shall provide and thereafter maintain in sanitary conditions at least two (2) portable toilets, which shall be placed within the Licensed Premises;
- k. Crush shall provide one (1) dumpster plus at least one (1) trash can for each field during the active use;
- l. Crush shall pick-up trash and empty the trash cans within the Licensed Premises at the end of all practices and games. Crush shall have the dumpster emptied at least once each week during its active use of the Licensed Premises and thereafter as needed;
- m. Crush shall maintain the Licensed Premises in a neat and orderly condition and remove any graffiti within a reasonable amount of time. However, Crush shall not be responsible for graffiti, maintenance, or cleaning during periods of time that the Licensed Premises are being used by a party other than Crush;
- n. Crush shall lock the appropriate gates to the parking areas when leaving the Licensed Premises;
- o. Crush shall not install, place, or use any signage without the prior consent of the City. City's consent shall be subject to the City's sign regulations, if applicable; and

- p. Crush shall maintain the grass fields in a healthy, growing condition, which includes the periodic application of fertilizer, weeding, and treatment for ants and other insects. Crush shall inform City of the types of fertilizers and other chemicals that it intends to use prior to any such use.

6. **Repairs.** Crush shall be responsible for 50% of the costs of repairs that the City is required to perform to the effluent master service lines which serve the Licensed Premises. Such lines are indicated on the Sprinkler Survey attached as **Exhibit B**. Following the submission of an itemized billing statement from the City for its repair of such lines, Crush shall remit full payment to the City within 30 days. Further, Crush shall repair or have repaired and be responsible for the total cost for any such repairs that are necessary for the irrigation lines that are located on the Licensed Premises, as indicated on the Sprinkler Survey at **Exhibit B**. City shall be responsible for repair and maintenance work to the parking areas, fences, and gates located at the entrances to the Licensed Premises.

7. **Insurance.** Crush shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. The City of Kerrville Risk Manager must approve the policy prior to the Crush's use of the Licensed Premises. The policy shall be in the amount of \$500,000 per person and \$1,000,000.00 per occurrence and shall cover the Licensed Premises for the duration of Crush's use of the Licensed Premises. Upon execution of this License, Crush shall provide the City Manager or designee with a copy of the insurance policies required hereby, showing premium prepaid for the each term year. In the event of failure by Crush to keep such insurance in effect, the License shall terminate without notice from City to Crush. The public liability and casualty insurance policies shall name City as an "additional insured". All policies shall include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that the City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. Crush shall provide renewal certificates to the City at least ten (10) days prior to expiration date. Policies shall be in effect for the entire term of this License and any renewals.

8. **Alterations and Improvements.** Crush shall not make any alterations, additions, or improvements to the Licensed Premises, which includes the placement of bleachers and benches or the planting of trees or other plant life, without the prior written approval of the City Manager or designee. If authorized, all permanent improvements shall become the property of the City. A "permanent improvement" shall not include goals, bleachers, benches, portable buildings, or toilets. Such non-permanent improvements shall not be insured by the City from damage and thus, Crush may desire to purchase property insurance for any such improvements.

9. **Access.** City shall maintain its access to the Licensed Premises at all times for any purpose.

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

11. **Waiver.** Crush shall require each participant or their parent or legal guardian to sign a Waiver of Liability, attached hereto and made part of this License as **Exhibit C**, prior to use of Licensed Premises.

12. **INDEMNIFICATION.** CRUSH AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE (INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION) IN ANY MANNER ARISING OUT OF OR RESULTING FROM CRUSH'S OPERATIONS, CRUSH'S USE OF THE LICENSED PREMISES, OR THE EXISTENCE OF CRUSH AND CRUSH'S IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING BUT NOT LIMITED TO ANY AND ALL LIABILITY, LOSS, COST AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY CRUSH'S OFFICIALS, AGENTS, VOLUNTEERS, PARTICIPANTS, .

13. **Assignment or Sublicense.** Crush shall not assign or sublicense the Licensed Premises or any of its rights hereunder, in whole or in part, without the express prior written consent of the City Manager or designee.

14. **Casualty.** In the event of property damage caused by Crush or its members or participants, Crush shall restore all damaged improvements within thirty (30) days thereafter. Insurance proceeds will be made available for such repairs.

15. **Performance by City.** If Crush fails to perform any of its obligations, City may, at its option, perform any such obligation and Crush shall pay City upon demand all costs and expenses incurred by City.

16. **No Other Relationship.** This License constitutes the entire agreement between City and Crush. Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership, or other arrangement between City and Crush.

17. **Default.** If either party hereto shall fail to perform any obligation of such party as herein set forth, and such failure shall continue for a period of (10) days after written notice of default, except for Crush's insurance obligations above provided, for which no notice or

opportunity to cure shall be given, or for safety-related reasons, the party not in default shall have the right, at such party's option, and in addition to any other remedies available at law or in equity, to terminate this License by notice to the party in default. The failure of either party to declare any default immediately upon the occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but such party shall have the right to declare any such default at any time and take such action as might be authorized hereunder or that may be available at laws or in equity.

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

City: City of Kerrville, Texas
Attention: City Manager
800 Junction Highway
Kerrville, Texas 78028

Crush: Hill Country Crush Soccer Academy
P.O. Box 290010
Kerrville, TX 78029-0010

19. Schedules/Board Members. Crush shall provide its practice and play schedules for each season to the City at least 30 days in advance of the opening day of each season; thereafter, Crush shall immediately send replacement schedules to the City upon any permanent changes. In addition, prior to the September-November soccer season, Crush shall provide the names of its current board members and thereafter, shall provide the City with written notice of any changes thereto.

20. Fees/Payments. Crush shall pay City a monthly fee of \$25.00 for its use of the Licensed Premises. Crush shall pay such fee either on or before the 1st day of each month or as a lump sum payment on or before the beginning day of each yearly term. City shall bill Crush for Crush's use of effluent water to irrigate the Licensed Premises. Crush shall remit payment for this bill to the City in accordance with the deadline provided on the bill. In addition, Crush may be subject to paying a deposit to the City for its effluent water service, any such deposit to be in accordance with the City's policies and fee schedule.

21. Warrant of Capacity. Each individual and entity executing this Agreement hereby represents and warrants that he, she, or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this License to the terms hereof.

22. Approval Authority. In this License, wherever an act requires approval by or

consent of the City, such approval or consent may be obtained from the City Manager, or designee.

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

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

CITY OF KERRVILLE, TEXAS

**HILL COUNTRY CRUSH SOCCER
ACADEMY**

By: _____
Todd Parton, City Manager

By: _____
Shane Heffernan, President

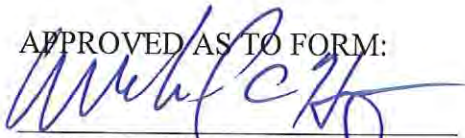
Date: _____

Date: _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

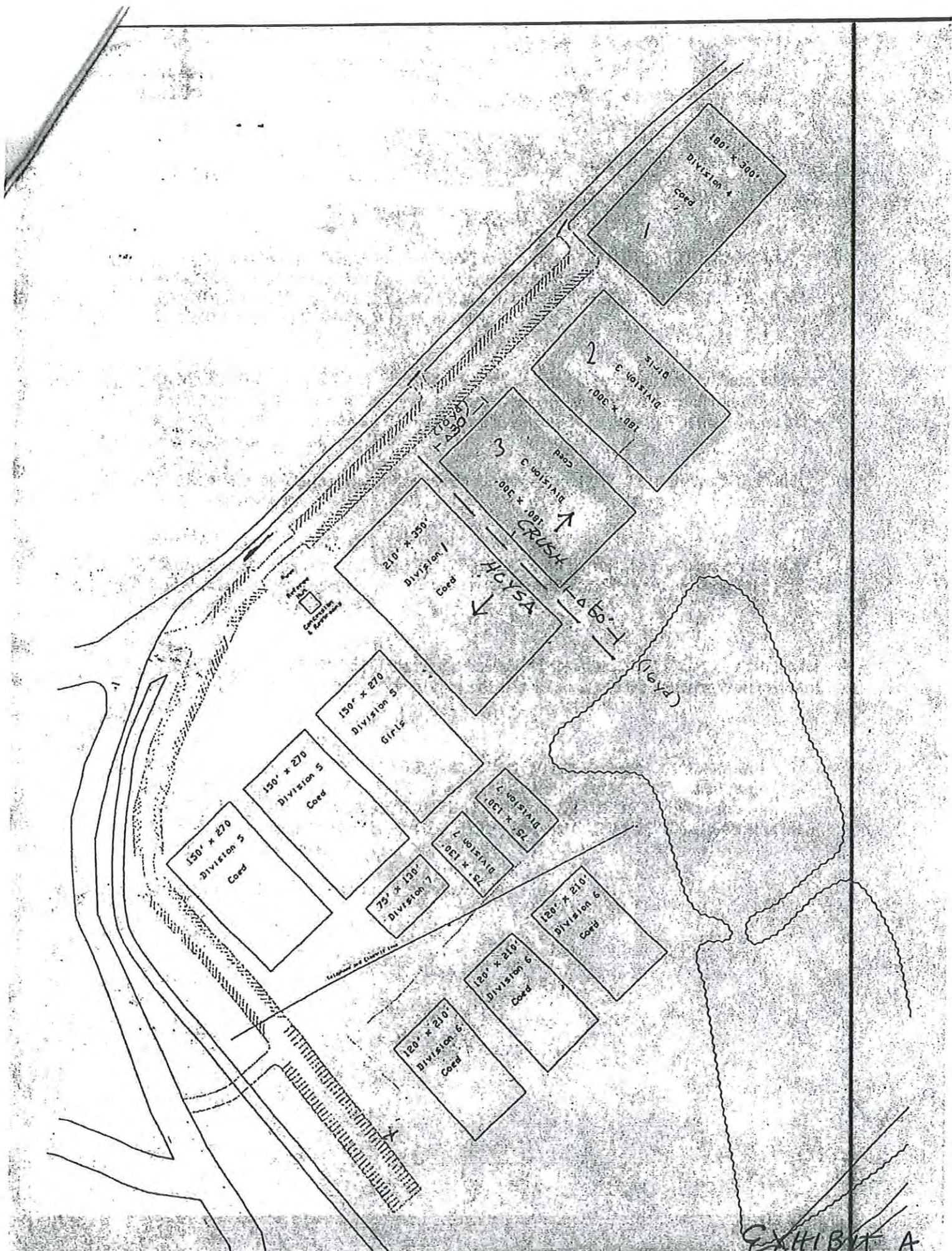


EXHIBIT A

EXHIBIT B

Too large to scan. Can be found with the agreement in the City Secretary's Office.

EXHIBIT C

PARTICIPANTS' WAIVER OF LIABILITY Hill Country Crush Soccer Academy

I agree that in consideration of my participation in the Hill Country Crush Soccer Academy, to assume all risks associated with my participation in the Hill Country Crush Soccer Academy and, on behalf of myself and my heirs, executors, and administrators, I waive all claims against, and **release and hold harmless**, Hill Country Crush Soccer Academy, the City of Kerrville, and their officers, agents, and employees from and against any and all claims, damages, liabilities, causes of action, losses, costs and expenses, including reasonable attorney's fees, arising out of or in connection with my participation in the Hill Country Crush Soccer Academy, including without limitation, death, any personal injuries or loss of, damage to, or loss of use of property, which I may incur as a result of my participation in the Hill Country Crush Soccer Academy, **including any death, personal injuries or loss of, damage to or loss of use of property which may be the result of negligence on the part of the Hill Country Crush Soccer Academy, the City of Kerrville, or their officers, employees, or agents, or arising from any premises defect on the property where the Hill Country Crush Soccer Academy is conducted.**

I warrant that I am of legal age and that I have read and fully understand the foregoing terms.

Signed this _____ day of _____, 200__.

Participant Signature _____ (if over 18)

Parent or Guardian Signature _____ (if participant is under 18)

Participant Name (Printed) _____ Date of Birth _____

Address _____ City/State/Zip _____

Agenda Item:

3D. Non-exclusive license agreement between City of Kerrville and Hill Country Youth Soccer Association. (staff)

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

SUBJECT: Approval of a license agreement with Hill Country Youth Soccer Association to operate a youth soccer league at a designated location on Landfill Road North.

FOR AGENDA OF: April 28, 2015

DATE SUBMITTED: April 17, 2015

SUBMITTED BY: Malcolm Matthews
Director, Parks and Recreation

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: License Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City of Kerrville acquired property from the 1920's -1970's adjacent to what is currently Loop 534. This city property now contains the municipal landfill and the wastewater treatment plant and has other public works projects planned over the next several years. Various short-term license agreements have been allowed on unused portions of this property for recreation over the years, to include soccer leagues and model airplane flying. Current plans to expand the landfill and to construct the effluent water pond project on the tract, scheduled to commence in June 2016, will require eventual relocation of the recreational uses from the property. Included in these licenses is the Hill Country Youth Soccer Association (HCYSA).

The current license agreement between HCYSA and the City expires May 31, 2015. The recommended new license agreement will be from June 1, 2015 to June 15, 2016 with the same operating terms as the current license agreement. Since the effluent pond project schedule may change, the license agreement with HCYSA allows for month-to-month extensions beyond June 15, 2016 to give the most time on the property by the licensee before construction starts.

RECOMMENDED ACTION

City staff recommends City Council approval of the license agreement with Hill Country Youth Soccer Association.

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
CITY OF KERRVILLE AND
HILL COUNTRY YOUTH SOCCER ASSOCIATION

This Non-Exclusive License Agreement ("License") is made and entered into by and between the CITY OF KERRVILLE, TEXAS ("City"), and HILL COUNTRY YOUTH SOCCER ASSOCIATION, herein referred to as "HCYSA" as follows:

1. **Grant of Non-Exclusive License.** In consideration of and subject to the terms, provisions, and covenants herein contained, City hereby grants to HCYSA a non-exclusive license to use Fields 4 through 13 and the concession area, classrooms, and restrooms as part of the City's soccer fields located at Landfill Road North, in the City of Kerrville, Kerr County, Texas ("Licensed Premises"), a map of which is attached hereto and made part of this License as **Exhibit A**. HCYSA's use shall generally consist of the play and practice of soccer leagues. This period of time that HCYSA uses the Licensed Premises shall be referred to herein as the "active use" and such active use by HCYSA will be exclusive.

2. **Term.** The initial term of this License shall begin June 1, 2015 and end June 15, 2016, subject to earlier termination as provided herein (Initial Term).

3. **Annual Extensions.** This License shall renew for successive one month periods, commencing on June 16, 2016, and each month thereafter. Such renewal shall be automatic and without the action of any party unless notice of cancellation is given by either party in writing to the other party as provided herein prior to each month's renewal.

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

5. **Use.** HCYSA's use of the Licensed Premises shall comply with the following:

- a. HCYSA shall use the Licensed Premises and all improvements thereon for soccer practice, games, and soccer related activities and for no other purpose;
- b. HCYSA shall not use any other property beyond the Licensed Premises. At times and upon request, the City may grant permission to HCYSA for HCYSA to use additional property;
- c. HCYSA shall institute all reasonable measures as are necessary to ensure that all members, spectators, guests, and invitees remain within the Licensed Premises at all times during the conducting of HCYSA activities;

- d. HCYSA shall inspect the Licensed Premises, in particular the fields, prior to any use to ensure that they are safe for the intended use;
- e. HCYSA shall provide and maintain all goals and nets and shall adopt policies and take other steps to ensure that its members use all appropriate safety equipment during play;
- f. HCYSA shall inspect the goals at least prior to each use and periodically as necessary during games to ensure that they are securely anchored and are safe for use;
- g. HCYSA shall ensure that all persons and activities are adequately supervised by an adult at all times during the active use;
- h. HCYSA shall not permit any smoking, alcohol, or pets on the Licensed Premises.
- i. HCYSA shall take reasonable measures to ensure that its members, spectators, guests, and invitees abide by all traffic and parking signs;
- j. HCYSA shall clean and maintain in sanitary conditions the concession, classrooms, and restrooms at the end of all practices and games. At a minimum, cleaning shall include emptying trash cans, sweeping floors, and cleaning sinks and toilets;
- k. HCYSA shall provide one (1) dumpster and then, at least one (1) trash can for each field during the active use;
- l. HCYSA shall pick-up trash and empty the trash cans within the Licensed Premises at the end of all practices and games. HCYSA shall have the dumpster emptied at least once each week during its active use of the Licensed Premises and thereafter as needed.
- m. HCYSA shall maintain the Licensed Premises in a neat and orderly condition and remove any graffiti within a reasonable amount of time. However, HCYSA shall not be responsible for graffiti, maintenance, or cleaning during periods of time that the Licensed Premises are being used by a party other than HCYSA;
- n. HCYSA shall lock the doors to the concession area, classrooms, and restrooms and the appropriate gates to the parking areas when leaving the Licensed Premises;

- o. HCYSA shall not install, place, or use any signage without the prior consent of the City. City's consent shall be subject to the City's sign regulations, if applicable; and
- p. HCYSA shall maintain the grass fields in a healthy, growing condition, which includes the periodic application of fertilizer, weeding, and treatment for ants and other insects. HCYSA shall inform City of the types of fertilizers and other chemicals that it intends to use prior to any such use.

6. **Repairs.** HCYSA shall be responsible for 50% of the costs of repairs that the City is required to perform to the effluent master service lines which serve the Licensed Premises. Such lines are indicated on the Sprinkler Survey attached as **Exhibit B**. Following the submission of an itemized billing statement from the City for its repair of such lines, HCYSA shall remit full payment to the City within 30 days. Further, HCYSA shall repair or have repaired and be responsible for the total cost for any such repairs that are necessary for the irrigation lines that are located on the Licensed Premises, as indicated on the Sprinkler Survey at **Exhibit B**. City shall be responsible for repair and maintenance work to the parking areas, fences, and gates located at the entrances to the Licensed Premises.

7. **Insurance.** HCYSA shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. The City of Kerrville Risk Manager must approve the policy prior to the HCYSA's use of the Licensed Premises. The policy shall be in the amount of \$500,000 per person and \$1,000,000.00 per occurrence and shall cover the Licensed Premises for the duration of HCYSA's use of the Licensed Premises. Upon execution of this License, HCYSA shall provide the City Manager or designee with a copy of the insurance policies required hereby, showing premium prepaid for the each term year. In the event of failure by HCYSA to keep such insurance in effect, the License shall terminate without notice from City to HCYSA. The public liability and casualty insurance policies shall name City as an "additional insured". All policies shall include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that the City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. HCYSA shall provide renewal certificates to the City at least ten (10) days prior to expiration date. Policies shall be in effect for the entire term of this License and any renewals.

8. **Alterations and Improvements.** HCYSA shall not make any alterations, additions, or improvements to the Licensed Premises, which includes the placement of bleachers and benches or the planting of trees or other plant life, without the prior written approval of the City Manager or designee. If authorized, all permanent improvements shall become the property of the City. A "permanent improvement" shall not include goals, bleachers, benches, portable buildings, or toilets. Such non-permanent improvements shall not be insured by the City from damage and thus, HCYSA may desire to purchase property insurance for any such improvements.

9. **Access.** City shall maintain its access to the Licensed Premises at all times for any purpose.

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

11. **Waiver.** HCYSA shall require each participant or their parent or legal guardian to sign a Waiver of Liability, attached hereto and made part of this License as **Exhibit C**, prior to use of Licensed Premises.

12. **INDEMNIFICATION.** **HCYSA AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE (INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION) IN ANY MANNER ARISING OUT OF OR RESULTING FROM HCYSA'S OPERATIONS, HCYSA'S USE OF THE LICENSED PREMISES, OR THE EXISTENCE OF HCYSA AND HCYSA'S IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING BUT NOT LIMITED TO ANY AND ALL LIABILITY, LOSS, COST AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY HCYSA'S OFFICIALS, AGENTS, VOLUNTEERS, PARTICIPANTS, .**

13. **Assignment or Sublicense.** HCYSA shall not assign or sublicense the Licensed Premises or any of its rights hereunder, in whole or in part, without the express prior written consent of the City Manager or designee.

14. **Casualty.** In the event of property damage caused by HCYSA or its members or participants, HCYSA shall restore all damaged improvements within thirty (30) days thereafter. Insurance proceeds will be made available for such repairs.

15. **Performance by City.** If HCYSA fails to perform any of its obligations, City may, at its option, perform any such obligation and HCYSA shall pay City upon demand all costs and expenses incurred by City.

16. **No Other Relationship.** This License constitutes the entire agreement between City and HCYSA. Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership, or other arrangement between City and HCYSA.

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

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

City: City of Kerrville, Texas
Attention: City Manager
800 Junction Highway
Kerrville, Texas 78028

HCYSA: Hill Country Youth Soccer Association
P.O. Box 290571
Kerrville, Texas 78028

19. **Schedules/Board Members.** HCYSA shall provide its practice and play schedules for each season to the City at least 30 days in advance of the opening day of each season; thereafter, HCYSA shall immediately send replacement schedules to the City upon any permanent changes. In addition, prior to the September-November soccer season, HCYSA shall provide the names of its current board members and thereafter, shall provide the City with written notice of any changes thereto.

20. **Fees/Payments.** HCYSA shall pay City a monthly fee of \$25.00 for its use of the Licensed Premises. HCYSA shall pay such fee either on or before the 1st day of each month or as a lump sum payment on or before the beginning day of each yearly term. HCYSA shall maintain a potable water account with the City's water utility for HCYSA's use of potable water. City shall also bill HCYSA for HCYSA's use of effluent water to irrigate the Licensed Premises. HCYSA shall remit payment for these bills to the City in accordance with the deadline provided on each bill. In addition, HCYSA may be subject to paying a deposit(s) to the City for its

potable and effluent water service, any such deposit to be in accordance with the City's policies and fee schedule.

21. Warrant of Capacity. Each individual and entity executing this Agreement hereby represents and warrants that he, she, or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this License to the terms hereof.

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

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

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

CITY OF KERRVILLE, TEXAS

**HILL COUNTRY YOUTH SOCCER
ASSOCIATION**

By: _____
Todd Parton, City Manager

By: _____
Linda Speck, President

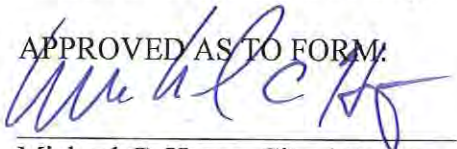
Date: _____

Date: _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

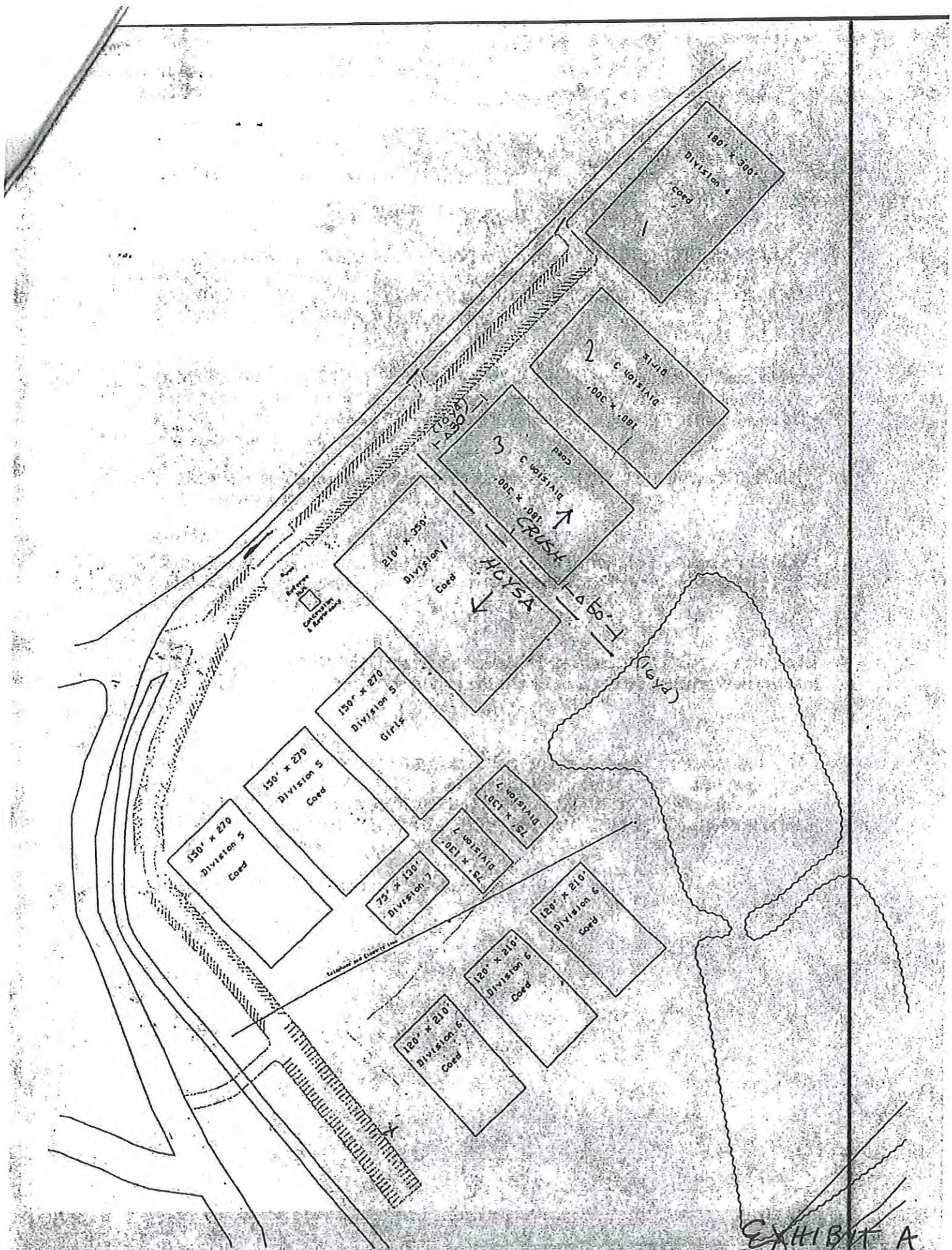


EXHIBIT A

EXHIBIT B

Too large to scan. Can be found with the agreement in the City Secretary's Office.

EXHIBIT C

PARTICIPANTS' WAIVER OF LIABILITY Hill Country Youth Soccer Association

I agree that in consideration of my participation in the Hill Country Youth Soccer Association (HCYSA), to assume all risks associated with my participation in the HCYSA and, on behalf of myself and my heirs, executors, and administrators, I waive all claims against, and **release and hold harmless**, HCYSA, the City of Kerrville, and their officers, agents, and employees from and against any and all claims, damages, liabilities, causes of action, losses, costs and expenses, including reasonable attorney's fees, arising out of or in connection with my participation in the HCYSA, including without limitation, death, any personal injuries or loss of, damage to, or loss of use of property, which I may incur as a result of my participation in the HCYSA, **including any death, personal injuries or loss of, damage to or loss of property which may be the result of negligence on the part of HCYSA, the City of Kerrville, or their officers, employees, or agents, or arising from any premises defect on the property where HCYSA is conducted.**

I warrant that I am of legal age and that I have read and fully understand the foregoing terms.

Signed this _____ day of _____, 201____.

Participant Signature _____ (if participant is over 18)

Participant Name (Printed) _____ Date of Birth _____

Address _____

City/State/Zip _____

Agenda Item:

3E. Non-exclusive license agreement between City of Kerrville, Texas and Kerrville Radio Control Aircraft Flyers Club. (staff)

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

SUBJECT: Approval of a license agreement with Kerrville Radio Control Aircraft Flyers Club to operate a model plane flying club at a designated location on Landfill Road North.

FOR AGENDA OF: April 28, 2015

DATE SUBMITTED: April 17, 2015

SUBMITTED BY: Malcolm Matthews
Director, Parks and Recreation

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: License Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City of Kerrville acquired property from the 1920's -1970's adjacent to what is currently Loop 534. This city property now contains the municipal landfill and the wastewater treatment plant and has other public works projects planned over the next several years. Various short-term license agreements have been allowed on unused portions of this property for recreation over the years, to include soccer leagues and model airplane flying. Current plans to expand the landfill and to construct the effluent water pond project on the tract, scheduled to commence in June 2016, will require eventual relocation of the recreational uses from the property. Included in these licenses is the Radio Control Aircraft Flying Club (RCAFC).

The current license agreement between RCAFC and the City expires May 31, 2015. The recommended new license agreement will be from June 1, 2015 to June 15, 2016 with the same operating terms as the current license agreement. Since the effluent pond project schedule may change, the license agreement with RCAFC allows for month-to-month extensions beyond June 15, 2016 to give the most time on the property by the licensee before construction starts.

RECOMMENDED ACTION

City staff recommends City Council approval of the license agreement with the Kerrville Radio Control Aircraft Flying Club.

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
CITY OF KERRVILLE, TEXAS AND
KERRVILLE RADIO CONTROL AIRCRAFT FLYERS CLUB

This NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into by and between the City of Kerrville, Texas, a Texas home rule municipality ("City"), whose principal offices are located at 800 Junction Highway, Kerrville, Texas 78028, and the Kerrville Radio Control Aircraft Flyers Club, an unincorporated association whose principal address is 315 West Lane, Kerrville, Texas 78028 ("the Club").

1. **Non-Exclusive License Granted:** The City hereby grants to the Club a non-exclusive license to Club to use the property described in **Exhibit A**, attached hereto and incorporated herein by reference ("the Property").

2. **Term.** The initial term of this License shall begin June 1, 2015 and end June 15, 2015, subject to earlier termination as provided herein (Initial Term).

3. **Renewal.** This License shall renew for successive one month periods, commencing on June 1, 2016, and each month thereafter. Such renewal shall be automatic and without the action of any party unless notice of cancellation is given by either party in writing to the other party as provided herein prior to each month's renewal.

4. **Termination Election.** During the Initial Term only, the City and licensee each shall have the right to terminate this License with or without cause not earlier than thirty (30) days after providing written notice to the other party; provided, however, in no case shall such notice of termination be delivered later than 60 days prior to a Special Event Date.

5. **License Fee.** The Club shall pay to the City a license fee in the amount of ONE HUNDRED AND NO 100/DOLLARS (\$100.00) per year during the term of this License, with each payment to be made on or before June 1 of each year that this License is in effect. All payments shall be delivered to the City at 800 Junction Highway, Kerrville, Texas 78028, unless otherwise directed in writing by the City.

6. **Authorized Uses.** The Club shall be authorized to use the Property solely for the operation of a non-profit model aircraft flying club and the usual and customary purposes related to operation of a non-profit model aircraft flying club and its facilities, including, but not limited to:

- A. Hosting recreational and competitive flying events in association with other public or private entities;
- B. Conducting model aircraft flying and safety education courses;
- C. Operating a concession stand for members and guests of the Club;
- D. Conducting such other activities as may be authorized by the City in writing.

No other use of the Property may be made without the prior written consent of the City.

7. **Licence Non-Exclusive.** The Club understands, acknowledges, and agrees that this License is non-exclusive. City shall have the right to grant additional licenses for other uses of the Property.

8. **Determining Days of Use Under Multiple Licenses.** In the event the City grants multiple licenses to use the Property, the following procedure shall be followed to determine the days and dates on which the Club and other licensees may use the Property:

A. **Special Events.** On or before June 1 of each year during the term of this License, the Club shall deliver to the City Manager or designee up to three periods of time consisting of no more than three consecutive days on which the Club desires to hold a special event. In the event the Club and any other licensee authorized to use the Property select one or more conflicting dates, the City Manager, or designee shall hold a coin flip in the presence of representatives of the respective licensees to determine which licensee shall have its choice of the conflicting dates. The loser of the coin toss shall then choose another date that does not conflict with any other licensee. The Property may be used exclusively by the Club and other licensees on the dates chosen pursuant to the Section 8.A.

B. **Saturday Use.** Except for the Saturdays that are reserved for use by a licensee in accordance with Section 8.A, above, the Property may be used by all licensee's authorized by the City to use the Property on each Saturday except when soccer is being played on the City's soccer fields located near the Property.

9. **Construction of Improvements.** The Club shall not have the right to make any alterations, additions, or improvements to the Property without the prior written consent of the City Manager, or designee. All approved alterations, additions, or improvements requested by the Club shall be made solely at the Club's expense. Plans for all improvements and a site plan indicating the location of such improvements shall be submitted to and approved by the City prior to commencement of construction of any improvements, which approval shall not be unreasonably withheld. All improvements, including but not limited to, any concession stand constructed by the Club, shall be installed and constructed in accordance with all applicable building codes and regulations.

10. **Title to Improvements.** The parties agree that all alterations, additions, and improvements shall become part of the Property and, once constructed, may not be removed by the Club without the written consent of City. Upon termination of this License, title to all improvements to the Property installed by the Club shall automatically transfer to City free of all liens and encumbrances.

11. **Trees; Fill.** Upon receiving the written consent of the City, the Club may remove trees and other obstructions located on the Property that impose a safety risk or that otherwise impair the ability to use the Property for safe and accurate flying.

12. **Existing Improvements.** City recognizes that the Club has during the term of a prior agreement with the City constructed certain improvements on the Property. The Club agrees that such improvements have become a part of the Property and that title has previously transferred to the City. Club further agrees that such improvements shall not be removed by the Club upon termination of this Agreement without the written consent of the City.

13. **Maintenance of the Property and Improvements.** The Club shall, at the Club's expense, maintain the Property and all improvements thereon, including, but not limited to, mowing grass and picking up and removing trash.

14. **Disposal of Trash.** The Club shall properly dispose of all trash and other waste generated by the Club, its members, and guests, in covered containers.

15. **Flying Areas; Safety Regulations.** The Club agrees that while operating model aircraft on the Property that the Club and all of its members and guests shall at all times comply with all provisions of the most current revision of the Official AMA National Model Aircraft Safety Code, published by the Academy of Model Aeronautics, 5161 East Memorial Drive, Muncie Indiana, 47302-9252. In addition, the Club shall

A. establish and maintain an appropriate airspace flying area that shall be bound by the boundaries of the City's 97.19 acre tract; provided; however, at no time may any aircraft be flown east of the access road off Spur 100 or over the active City landfill areas.

B. have a member of the Club be located at each flying station that is in use during practice and events to insure that all applicable safety procedures are followed;

C. prohibit the operation of model aircraft by people less than 18 years of age unless supervised by an adult member of the Club with adequate flying experience;

D. lock all gates when the Property is not being used;

E. provide all members of the Club with proper safety equipment; and

F. Comply with all applicable guidelines, rules, and recommendations set forth in the latest edition of the *Academy of Model Aeronautics Membership Manual* published by the Academy of Model Aeronautics, 5161 East Memorial Drive, Muncie Indiana, 47302-9252.

16. **Signs.** No sign may be placed on the Property without the prior written consent of the City Manager or his designee.

17. **Insurance.** The Club shall obtain and maintain continuously in effect at all times during the term of the License, at the Club's sole expense at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the City:

A. Commercial General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Property with a combined single limit of \$500,000.00 per person, \$1,000,000.00 per occurrence, and \$100,000.00 per occurrence for property damage. In the event the Texas Torts Claims Act, as amended (Tex. Civ. Prac. & Rem. Code §101.001, et seq.) or its successor statute, is amended to increase the amount of liability of municipalities for acts described in said Act above the levels set forth in this Paragraph A, Lessee agrees to increase the amount of insurance coverage required by an amount sufficient to provide coverage to the level of potential liability per occurrence under said Act.

B. During any time construction activities are undertaken on the Property, the Club shall require that its contractor or contractors keep in force insurance issued by a responsible insurance company or companies authorized to conduct business in the State of Texas insuring the improvements during construction under Completed Builder's All Risk Insurance, including fire, extended coverage, vandalism and malicious mischief, in an amount equal to the full insurable value of such construction as the same progresses in order to insure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof. Insurance provided pursuant to this paragraph be endorsed to (1) name the City as an additional insured or loss payee as the case may be and (2) provide for a waiver of subrogation in favor of the City. The comprehensive general liability policy as provided herein shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by the Club in the indemnity and hold harmless provisions of this Agreement. The Club's Comprehensive General Liability policy shall protect the City and the Club against any and all liability to any person or persons whose property damage or personal injury arises out of or is in connection with the occupation, use, or condition of the Property by the Club, its officers, employees, members, agents, invitees, licensees or guests, or resulting from any injury or damage occurring on or about the roads, driveways or other public areas of the Property used by the Club, its officers, members, employees, students, invitees, guests and contractors, whether or not such damage or injury is the result of negligence of the Club or its officers, members, employees, representatives, invitees, licensees, contractors, agents, guests, or students. The Club's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the City. Upon the signing of this License and annually thereafter, the Club shall furnish to the City one or more Certificates of Insurance showing City as an additional insured and evidencing that all of the herein stated requirements have been met. The amount or amounts of all required policies shall not be deemed a limitation of the Club's agreement to indemnify, defend, and hold harmless the City, its officers and employees in the event the Club or City, its officers or employees shall become liable in an amount in excess of the amount or amounts of such policies.

18. City's Purchase of Insurance. In the event the insurance required by Section 16 lapses, or if the Club otherwise fails to obtain the required insurance, the City reserves the right

to obtain such insurance at the Club's expense. Upon demand from City, the Club shall reimburse City for the full amount of the premium paid on the Club's behalf.

19. LIABILITY AND INDEMNITY. THE CLUB AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CLUB OR ITS OFFICERS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, GUESTS, REPRESENTATIVES, OR CONTRACTORS IN THEIR EXECUTION, SUPERVISION, AND/OR OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, OR IN THE THEIR USE OF THE PROPERTY.

20. Access by City. City shall have and be given access to the Property at all times for the purpose of inspection of the same to assure compliance with this License.

21. Unlawful Use. The Club shall comply with all laws, ordinances, orders, rules and regulations of federal, state, municipal or other agencies or bodies having any jurisdiction thereof relating to the use, condition or occupancy of the Property. At no time shall the Club use or authorize the use of the Property in any manner or for any purpose that is in violation of any federal, state, or local law, regulation, ordinance, or order, as they may be adopted and amended from time to time.

22. No Assignment or Sublicense. The Club shall not assign or sublicense any of its rights hereunder, in whole or in part, without the express prior written consent of City.

23. Non-Performance of the Club. If the Club fails to reasonably perform its obligations, City may at its option and after notice as required by this License, perform such obligations and the Club shall pay to City upon demand all costs and expenses incurred by City.

24. Status As AMA Chartered Club. The Club warrants and represents that it holds a Chartered Club Certificate issued by the Academy of Model Aeronautics ("AMA"). In the event the Club no longer qualifies as being an AMA Chartered Club, City may, at its sole option, immediately suspend the Club's right to use the Property under this License until the Club's Chartered Club status has been renewed.

25. No Other Relationship. This License constitutes the entire agreement between City and the Club regarding this subject matter. Nothing contained herein shall be construed to create any principal and/or agent, joint venture, partnership, or other arrangement between City and the Club other than that of licensor and licensee.

26. **Non-Discrimination.** During the term of this License, the Club shall not discriminate against people desiring membership in the Club or participation in the Club's activities on the basis of race, national origin, religion, sex, or disability.

27. **Default.** If either party hereto shall fail to perform any obligation of such party as herein set forth, and such failure shall continue for a period of ten (10) days after written notice of default, the party not in default shall have the right, at such party's option, and in addition to any other remedies available at law or in equity, to terminate this Agreement by notice to the party in default. The failure of either party to declare any default immediately upon the occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but such party shall have the right to declare any such default at any time and take such action as might be authorized hereunder or that may be available at law or in equity.

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

City: City of Kerrville
Attention: City Manager
800 Junction Highway
Kerrville, Texas 78028

The Club: Kerrville Radio Control Aircraft Flying Club
Attn: Werner Gohmert, Jr., President
410 Earl Garrett
Kerrville, Texas 78028
Home: (830) 257-2736
Work: (830) 895-2120

A signed and dated receipt completed by the City Manager or his designee or the President of the Club or his designee, as the case may be, shall constitute delivery in the case of hand carried or delivered documents.

29. **Condition of Property.** CITY MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE CONDITION OF THE PROPERTY OR ITS SUITABILITY FOR ANY USE. THE PROPERTY IS ACCEPTED "AS IS".

30. **Schedules.** Licensee shall provide copies of its schedules to:

City of Kerrville
Attention: City Manager
800 Junction Highway
Kerrville, Texas 78028

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

32. **Governing Law and Enforcement; Venue.** This Agreement shall be governed by the laws of the State of Texas and shall be performable in Kerr County, Texas. In the event of the filing of any suit related to a dispute arising between City and the Club relating to this Agreement, venue shall be in a court of competent jurisdiction located in Kerr County, Texas.

SIGNED this ____ day of _____, 2015.

CITY OF KERRVILLE

KERRVILLE RADIO CONTROL
AIRCRAFT FLYING CLUB

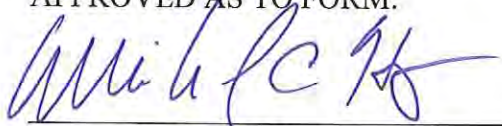
By: _____
Todd Parton, City Manager

By: _____
Werner Gohmert, Jr., President

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

TO A 5.5 ACRE TRACT OF LAND, OUT OF THE SAMUEL WALLACE SURVEY NO.111 ABSTRACT NO.359, AND SURVEY NO.112 ABSTRACT NO.360, IN THE CITY OF KERRVILLE TEXAS, COUNTY OF KERR, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

COMMENCEING for a point of reference at a 1/2" iron stake found to represent the the most Southeast corner of the City of Kerrville's 97.19 acre landfill tract, surveyed by Domingues and Associates, Inc., dated June 24,1991.

THENCE N.86-41'W. 243.20 feet to the POINT OF BEGINNING.

THENCE S.48-14'W. 41.56 feet to a 60d nail set at the base of a 15" pecan tree at the corner of a pasture fence.

THENCE S.49-06'W 90.68 feet to a 60d nail set marking an angle point in said fence.

THENCE S.50-23'W. 132.37 feet to a 60d nail set in said fence to mark the most Southerly corner of this tract.

THENCE N.01-18'W. 914.45 feet to a 60d nail set to mark the Northwest corner of this tract.

THENCE N.75-17'E. 305.43 feet to a 60d nail set for the Northeast corner of this tract.

THENCE S.03-53'E. 226.77 feet to a 60d nail set.

THENCE N.86-47'E. 96.09 feet to a 60d nail set.

THENCE S.16-51'E. 26.12 feet along the edge of a dirt road to a 60d nail set.

THENCE S.89-45'W. 106.28 feet to a 60d nail set.

THENCE S.03-23'W. 315.51 feet to a 60d nail set.

THENCE S.12-27'W. 138.87 feet to a 60d nail set.

THENCE S.16-44'W. 128.80 feet to the PLACE OF BEGINNING.

Containing 5.5 acres more or less.

EXHIBIT "A"
(Part 2)

FIELD NOTES FOR A 4.2 ACRE TRACT OF LAND, OUT OF THE SAMUEL WALLACE ORIGINAL SURVEY NO.111, ABSTRACT NO.359, IN THE CITY OF KERRVILLE TEXAS, COUNTY OF KERR, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

COMMENCING for a point of reference at a 1/2" iron stake found to represent the most Southeast corner of the City of Kerrville's 97.19 acre landfill site, surveyed on the ground by Domingues and Associates, Inc., dated June 24, 1991.

THENCE N.86-41'W. 243.20 feet to the Southeast corner of that 5.5 acre tract leased to the Kerrville Radio Control Air Club;

THENCE with its Southern most line S.48-14'W. 41.56 feet, S.49-06'W. 90.68 feet, and S.50-23'W. 132.37 feet to THE POINT OF BEGINNING;

THENCE leaving said 5.5 acres and following along a wire fence S.50-23'W. 215.0 feet to a point in said fence on the Easterly side of a gravel roadway;

THENCE along said road and fence N.07-42'W. 415.0 feet, N.01-21'W. 128.0 feet, N.09-47'E. 130.0 feet, N.04-03'E. 180.0 feet, and N.00-49'E. 160.79 feet to a point for a corner;

THENCE leaving said road and said fence N.75-17'E. 171.9 feet to a point found to represent the Northwest corner of said 5.5 acre tract and the Northeast corner of this tract;

THENCE with the East line of this tract and the West line of said 5.5 acres S.01-18'E. 914.45 feet to the POINT OF BEGINNING.

Containing 4.2 acres of land more or less.

Agenda Item:

3F. Non-exclusive license agreement between Kerrville Sand Volleyball Association and City of Kerrville. (staff)

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

SUBJECT: Approval of a license agreement with Kerrville Sand Volleyball Association to operate a volleyball league in Lehmann & Monroe Park.

FOR AGENDA OF: April 28, 2015

DATE SUBMITTED: April 17, 2015

SUBMITTED BY: Malcolm Matthews
Director, Parks and Recreation

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: License Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

With the closure of Louise Hays Park and Lehmann & Monroe Park in late 2013 for utility construction, River Trail project, and park improvements, usage of the parks ceased, including all license agreements. The Kerrville Sand Volleyball Association (KSVA) operated a volleyball league in Lehmann & Monroe Park through a license agreement with the City prior to park closure. With reopening of the park, the KSVA has request a new license agreement with the same terms as the prior license.

KSVA will only conduct volleyball practice and league games at the courts in Lehmann & Monroe Park. The agreement is for three (3) years with three (3) one year optional extensions. KSVA will provide the City with their schedule, insurance, and other license requirements. The City has provided a portable toilet adjacent to the courts, but will no longer do so with the construction of the new restroom in east end of Louise Hays Park.

RECOMMENDED ACTION

City staff recommends City Council approval of the license agreement with the Kerrville Sand Volleyball Association.

**NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN KERRVILLE SAND
VOLLEYBALL ASSOCIATION
AND
CITY OF KERRVILLE**

This Non-Exclusive License Agreement ("License") is made and entered into by and between the CITY OF KERRVILLE, TEXAS ("City"), and KERRVILLE SAND VOLLEYBALL ASSOCIATION, herein referred to as "Licensee" or "KSVA", as follows:

1. Grant of Non-Exclusive License. In consideration of and subject to the terms, provisions and covenants herein contained, City hereby grants to Licensee a non-exclusive license to use the sand volleyball courts located in Lehmann and Monroe Park in the City of Kerrville, Kerr County, Texas ("Licensed Premises").

2. Term. This License shall become effective upon the date the signatures of the representatives of all the parties to this License are affixed hereto and shall terminate three (3) years thereafter (Initial Term), subject to renewal or earlier termination as herein provided.

3. Renewal. This License may automatically renew for a term not to exceed one year, for a maximum of three (3) one-year terms. Not later than ninety (90) days prior to the end of the Initial Term, or any one-year term thereafter, the parties may agree in writing to extend the term an additional year. Any such renewal shall provide the same terms and conditions as the Initial Term. If no renewal agreement is entered into prior to the end of the Initial Term or any annual term, this License shall expire and terminate and be of no force and effect provided that Licensee is not in default hereunder.

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

5. Use. Licensee shall comply with and perform the following with respect to its use of the Licensed Premises:

- a. Licensee shall use the Licensed Premises and all improvements thereon for volleyball practice, games and volleyball related activities, and for no other purpose.
- b. Licensee agrees that at all times all persons and activities will be adequately supervised by an adult.
- c. Licensee shall provide City a schedule of league activities and a copy of rosters and participant release forms before the beginning of each season.
- d. Licensee shall ensure that if a public address system is used, it is turned down to a low volume at all times, and turned off immediately after the end of the scheduled league activity. Licensee shall not use the public address system after 11:00 p.m.

- e. Licensee shall not permit any smoking on premises.
- f. Licensee shall abide by all traffic and parking signs and park rules.
- g. Licensee shall notify City of any equipment malfunction at (830) 257-7300.
- h. Licensee shall not apply any chemicals including, but not limited to insecticide and herbicide, to the Licensed Premises.
- i. Licensee shall contact the Parks Headquarters at 2385 Bandera Highway to schedule lighting times at least 48 hours in advance. Use of lighting shall not extend beyond 11:00 p.m.
- j. Licensee shall transfer electric meter to the City.

6. Insurance. Licensee shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. The City of Kerrville Risk Manager must approve the policy. The policy shall be in the amount of \$500,000 per person and \$1,000,000.00 per occurrence and covering the Licensed Premises for the duration of Licensee's use of the Premises. Upon execution of this License, Licensee shall provide the Director of General Services with a copy of the insurance policies required hereby, showing premium prepaid for the period covered. In the event of failure by Licensee to keep such insurance in effect, the License shall terminate without notice from City to Licensee. The public liability and casualty insurance policies shall name City as an "additional insured". All policies shall include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that the City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. Renewal certificates must be received by the City at least ten (10) days prior to expiration date. Policies will be in effect for the entire term of this License and any renewals.

7. Alterations and Improvements. Licensee shall not have the right to make any alterations, additions or improvements to the Licensed Premises, without the approval by the Director of General Services.

8. Access. City shall maintain access to the Licensed Premises at all times for any purpose.

9. Waiver. Licensee shall require each participant or their parent or legal guardian to sign a Waiver of Liability, attached hereto and made part of this Agreement as **Exhibit A**, prior to the use of Licensed Premises.

10. Termination for Safety Violation or Unlawful Use. Licensee shall not use or occupy nor permit the Licensed Premises or any part thereof to be used or occupied for any unlawful purpose, or for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Licensee shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having any jurisdiction thereof relating to the use, condition or occupancy of the Licensed Premises.

Notwithstanding any other provision of this License, any violation of this provision, or a gross violation of any safety-related provision herein, shall entitle the City to terminate this License immediately.

11. **INDEMNIFICATION.** LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE (INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION) IN ANY MANNER ARISING OUT OF OR RESULTING FROM LICENSEE'S OPERATIONS, LICENSEE'S USE OF THE LICENSED PREMISES OR THE EXISTENCE OF LICENSEE AND LICENSEE'S IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING BUT NOT LIMITED TO ANY AND ALL LIABILITY, LOSS, COST AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY LICENSEE'S AGENTS OR PARTICIPANTS.

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

13. Casualty. In the event of property damage caused by Licensee or its member or participants, Licensee shall restore all damaged improvements within thirty (30) days thereafter. Insurance proceeds will be made available for such repairs.

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

15. No Other Relationship. This License constitutes the entire agreement between City and Licensee. Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership or other arrangement between City and Licensee.

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

17. Notice. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties

hereto at their respective addresses as set forth below or at such other address as they have heretofore specified by written notice delivered in accordance with the terms hereof:

City: City of Kerrville, Texas
Attention: Director of General Services
800 Junction Highway
Kerrville, Texas 78028

Licensee: Kerrville Sand Volleyball Association
Attention: John Goodman, President
1902 Michelle Drive
Kerrville, Texas 78028

18. Schedules. Licensee shall provide copies of schedules to:

City of Kerrville, Texas
Attention: Director of General Services
800 Junction Highway
Kerrville, Texas 78028

19. Fee. Licensee shall pay \$180.00 annually for its use of the Premises. Payments of \$15.00 per month shall be due on the first day of each month during the term of the agreement.

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

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

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

KERRVILLE SAND VOLLEYBALL ASSOCIATION

CITY OF KERRVILLE, TEXAS

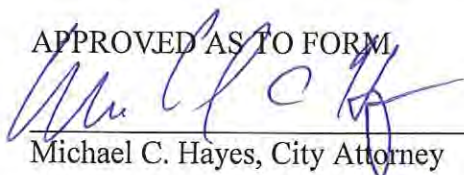
By: _____
John Goodman, President

By: _____
Jeffrey Todd Parton, City Manager

Date: _____

APPROVED AS TO FORM

ATTEST:



Michael C. Hayes, City Attorney

Brenda G. Craig, City Secretary

**PARTICIPANTS' WAIVER OF LIABILITY
KERRVILLE SAND VOLLEYBALL ASSOCIATION**

I agree that in consideration of my participation in the Kerrville Sand Volleyball Association, to assume all risks associated with my participation in the Kerrville Sand Volleyball Association and, on behalf of myself and my heirs, executors, and administrators, I waive all claims against, and release and hold harmless, the City of Kerrville, its officers, agents and employees from and against any and all claims, damages, liabilities, causes of action, losses, costs and expenses, including reasonable attorney's fees, arising out of or in connection with my participation in the Kerrville Sand Volleyball Association, including without limitation, death, any personal injuries or loss of, damage to or loss of use of property, which I may incur as a result of my participation in the Kerrville Sand Volleyball Association, **including any death, personal injuries or loss of, damage to or loss of use of property which may be the result of negligence on the part of the City of Kerrville, its officers, employees, or agents, or arising from any premises defect on the property where the Kerrville Sand Volleyball Association are conducted.**

I warrant that I am of legal age and that I have read and fully understand the foregoing terms.

Signed this _____ day of _____, 20 1 ____.

Participant Signature _____ (if over 18)

Parent or Guardian Signature _____ (if participant is under 18)

Participant Name (Printed) _____ Date of Birth _____

Address _____ City/State/Zip _____

Agenda Item:

4A. Ordinance No. 2015-07, annexing an approximate 3.05 acre tract out of the W.H. Crawford Survey No. 653, Abstract No. 123, within Kerr County, Texas, said property being located adjacent to the corporate limits of the City of Kerrville, Texas, and consisting of the property addressed as 421 Roy Street; further describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. (staff)

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

SUBJECT: Second ordinance reading concerning a proposed initial zoning classification due to voluntary annexation for (RM) "Residential Mix" District, for an approximately 3.05 acre tract of land out of the W.H. Crawford Survey No. 653, Abstract No. 123, Kerr County, Texas, located at 421 Roy Street.

FOR AGENDA OF: April 28, 2015

DATE SUBMITTED: April 20, 2015

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Dieter Werner, P.E
Director of Planning and Engineering

EXHIBITS: Location Map
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

This item concerns a public hearing for the initial zoning classification of 421 Roy St. The applicant requested annexation by petition on August 1, 2014 and the Council granted the petition and directed Staff to begin the proceedings with Resolution No. 27-2014 on September 23, 2014.

The applicant has requested RM "Residential Mix" zoning. This district allows all uses permitted in the "RC" Residential Cluster District with the addition of the development of subdivisions which include the location of manufactured housing, subject to certain development restrictions.

A public hearing was conducted by the Planning and Zoning Commission at its regular meeting on April 2, 2015.

A second public hearing and first reading of the ordinance was conducted by City Council at its regular meeting on April 14, 2015.

RECOMMENDED ACTION

Staff recommends that the Council take action for approval.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-07**

AN ORDINANCE ANNEXING AN APPROXIMATE 3.05 ACRE TRACT OUT OF THE W.H. CRAWFORD SURVEY NO. 653, ABSTRACT NO. 123, WITHIN KERR COUNTY, TEXAS; SAID PROPERTY BEING LOCATED ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, AND CONSISTING OF THE PROPERTY ADDRESSED AS 421 ROY STREET; FURTHER DESCRIBING THE TERRITORY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; AND ESTABLISHING THE ZONING FOR THE AREA ANNEXED

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

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

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

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

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

SECTION THREE. The service plan regarding the provision of public services, as set forth in **Exhibit C** is adopted for the property described in Section One, above, as required by Texas Local Government Code §43.065.

SECTION FOUR. Upon the adoption of this Ordinance, the property as described in Section One, above, will be subject to the zoning designation of a "Residential Mix" (RM) District.

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

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

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

SECTION NINE. The City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

PASSED AND APPROVED ON FIRST READING, this the 14th day of April, A.D., 2015.

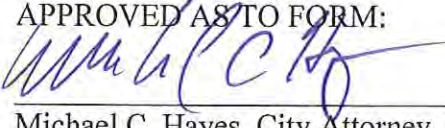
PASSED AND APPROVED ON SECOND READING, this the ____ day of _____, A.D., 2015.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

FIELD NOTES DESCRIPTION FOR 3.05 ACRES OF LAND OUT OF THE
PAT JACKSON KARR LAND ALONG ROY STREET IN KERR COUNTY,
TEXAS

Being all of a certain tract or parcel of land containing 3.05 acres, more or less, out of W. H. Crawford Survey No. 653, Abstract No. 123 in Kerr County, Texas; that same land conveyed as 3 acres from Jewel Osborne, et al to Pat Jackson Karr by a Warranty Deed executed the 3rd day of July, 1995 and recorded in Volume 805 at Page 467 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost in the southwest right-of-way line of Roy Street, a public street for the east corner of the herein described tract and said 3 acre tract, and the north corner of a certain one acre tract conveyed as SECOND TRACT from Otilia Marie January, et al to David R. Jackson by a Warranty Deed executed the 3rd day of May, 1994 and recorded in Volume 744 at Page 536 of the Real Property Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 3 acre tract and SECOND TRACT S47°16'34"W, at 548.6 ft. passing a fence cornerpost, then continuing not along a fence for a total distance of 600.00 ft. to an unmarked point in the northeast line of a certain one acre tract conveyed from George Griesbach, Independent Executor to Rogelio Fuentes and Debra Fuentes by a Warranty Deed with Vendor's Lien executed the 13th day of January, 2006 and recorded in Volume 1501 at Page 666 of the Official Public Records of Kerr County, Texas for the south corner of the herein described tract and southwest common corner of 3 acre tract and SECOND TRACT;

THENCE, with the common line between said 3 and one acre tracts N45°29'26"W, 223.15 ft. to an unmarked point for the west corner of the herein described tract and 3 acre tract, and the south corner of a certain 5.0 acre tract conveyed from Isabel Spenrath to Isabel Spenrath, Trustee by a Warranty Deed executed the 7th day of March, 2007 and recorded in Volume 1595 at Page 567 of the Official Public Records of Kerr County, Texas;

THENCE, with the common line between said 3 and 5.0 acre tracts N47°27'31"E, at 36.7 ft. passing a fence cornerpost, then continuing along a fence for a total distance of 597.20 ft. to a fence cornerpost in the southwest right-of-way line of said Roy Street for the north corner of the herein described tract and northeast common corner of 3 and 5.0 acre tracts;

THENCE, with the northeast line of said 3 acre tract along the southwest right-of-way line of said Roy Street S46°14'19"E, at 87.8 ft. passing a fence cornerpost, then continuing along a fence for a total distance of 221.40 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat 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: June 11, 2014

Dated this 22nd day of July, 2014

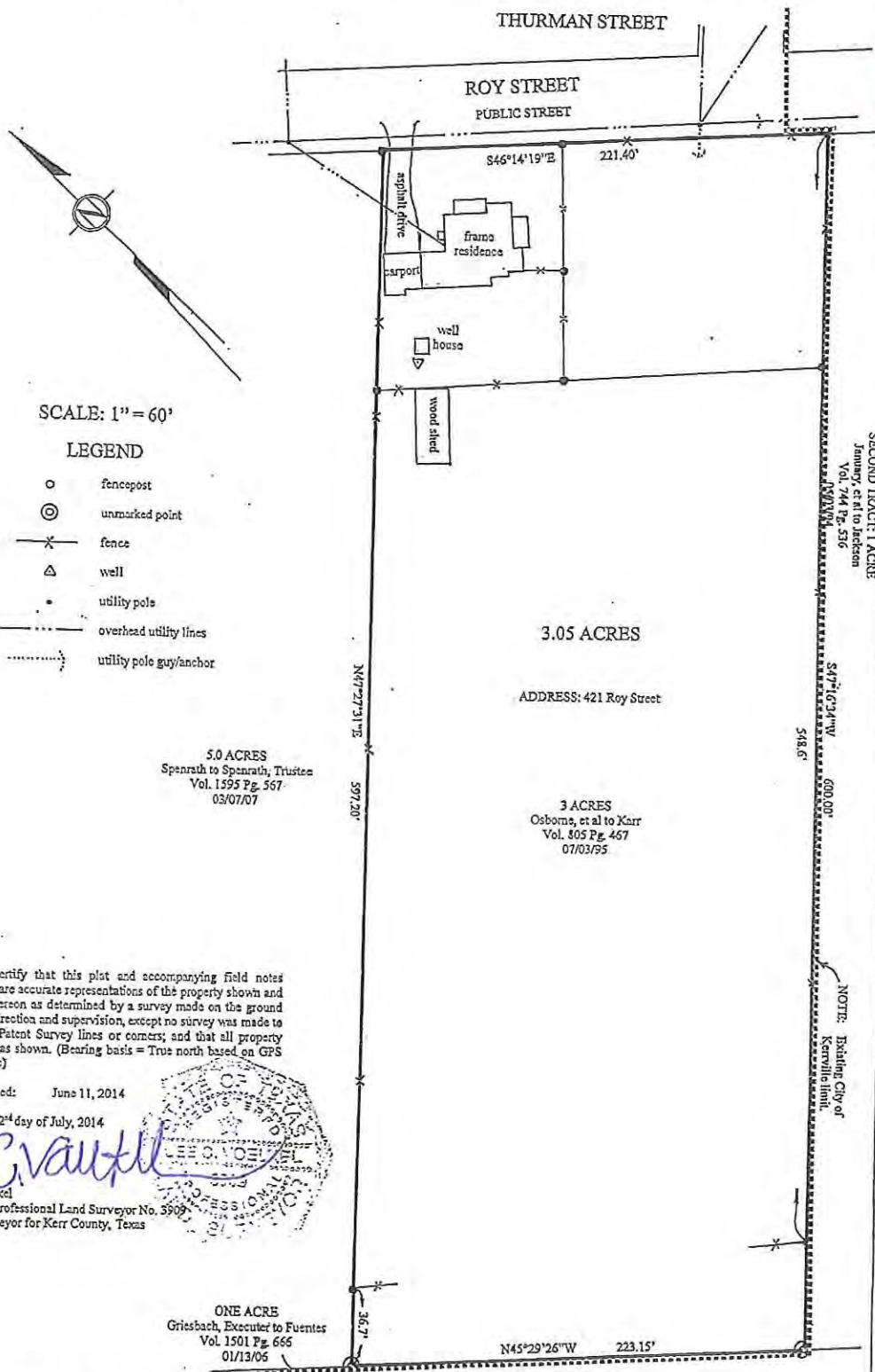
Lee C. Voelkel

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



Exhibit A - Pg. 2

SURVEY PLAT FOR 3.05 ACRES OF LAND, MORE OR LESS, OUT OF W. H. CRAWFORD SURVEY NO. 653, ABSTRACT NO. 123 IN KERR COUNTY, TEXAS; THAT SAME LAND CONVEYED AS 3 ACRES FROM JEWEL OSBORNE, ET AL TO PAT JACKSON KARR BY A WARRANTY DEED EXECUTED THE 3RD DAY OF JULY, 1995 AND RECORDED IN VOLUME 805 AT PAGE 467 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: June 11, 2014

Dated this 22nd day of July, 2014

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

VOELKEL

LAND SURVEYING, PLLC ♦ PHONE: 830-257-3313 ♦ 212 CLAY STREET, KERRVILLE, TEXAS 78028

Location Map



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

0 100 200 400 Feet

1 inch = 200 feet



PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE W.H. Crawford Survey, Abstract Number 123, KERR COUNTY TEXAS

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

Pat Jackson Karr is the sole owner of an approximately 3 acre tract of land located adjacent to the incorporated limits of the City of Kerrville which is out of the Survey No. 653 Abstract No. 123 Kerr County, Texas, and is more particularly described as follows:

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

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

In accordance with Texas Local Government Code §43.028, Pat Jackson Karr hereby respectfully requests and petitions that the above-described property be annexed into the incorporated limits of the City of Kerrville, Texas.

SUBMITTED THIS 1 day of Aug. 2014

By: Elizabeth Jackson D'Ambrosi
Legally authorized signature

By: Elizabeth Jackson D'Ambrosi
Elizabeth

ACKNOWLEDGEMENT Washington DC

THE STATE OF ~~TEXAS~~

§
§
§

COUNTY OF KERR

This instrument was acknowledged before me on the 1 day of Aug 2014
by Elizabeth Jackson D'Ambrosi for and on behalf of
Patricia Ridd Jackson Karr

Eric Carl
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Washington DC

My Commission Expires: _____



EXHIBIT C

ANNEXATION SERVICE PLAN

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

ANNEXATION SERVICE PLAN (CONTINUED)

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

Agenda Item:

4B. Ordinance No. 2015-08, amending the budget for fiscal year 2015 to account for various changes to the city's operational budget, including expenditures related to emergency repairs to the city's water treatment plant and expenditures necessary for police special programs.

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

SUBJECT: Second reading of an ordinance amending the FY2015 Budget

FOR AGENDA OF: April 28, 2015

DATE SUBMITTED: April 14, 2015

SUBMITTED BY: Sandra Yarbrough
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Ordinance Amending FY2015 Budget
Attachment A – detailing changes

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The attached ordinance provides for the second amendment to the FY2015 budget, and includes budget amendments as per Attachment A.

RECOMMENDED ACTION

It is recommended that the City Council approve the second reading of an ordinance amending the FY2015 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-08**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2015
TO ACCOUNT FOR VARIOUS CHANGES TO THE CITY'S
OPERATIONAL BUDGET, INCLUDING EXPENDITURES RELATED TO
EMERGENCY REPAIRS TO THE CITY'S WATER TREATMENT PLANT
AND EXPENDITURES NECESSARY FOR POLICE SPECIAL
PROGRAMS**

WHEREAS, Ordinance No. 2014-15, dated September 23, 2014, adopted the Fiscal Year 2015 Budget; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that amending the City's Fiscal Year 2014 Budget is in the best interest of the citizens of the City of Kerrville;

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

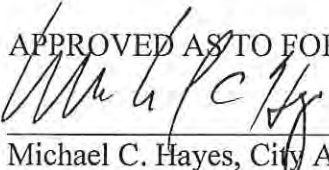
In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2015 is amended as set forth in **Attachment A**.

**PASSED AND APPROVED ON FIRST READING, this the _____ day of _____,
A.D., 2015.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____
day of _____, A.D., 2015.**

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

5A. Contract of sale between the Cailloux Foundation and the City of Kerrville for the construction of an athletic complex on approximately 75 acres of land generally located at the intersection of Holdsworth Drive and Town Creek Road.
(staff)

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

SUBJECT: Contract of Sale between the Cailloux Foundation and the City of Kerrville for the construction of an athletic complex on approximately 75 acres of land generally located at the intersection of Holdsworth Drive and Town Creek Road

FOR AGENDA OF: Apr. 28, 2015

DATE SUBMITTED: Apr. 16, 2015

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$9,000,000	Bond Financing	\$9,000,000	

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Attached is a draft contract of sale between the Cailloux Foundation and the City of Kerrville. This contract provides for the construction of the athletic complex and the conveyance of the land and improvements to the City of Kerrville.

Provisions for the construction and conveyance of the athletic complex are as follows:

1. Cailloux Foundation donates approximately 75 acres for the construction of an athletic facility for baseball, softball, and soccer (estimated value of \$1 million).
2. Cailloux Foundation contributes a maximum of \$2 million toward construction costs.
3. City of Kerrville contributes a maximum of \$9 million toward construction costs.
4. Cailloux Foundation contracts for the design and construction.
5. City of Kerrville reviews and approves construction contracts and construction pricing.
6. City of Kerrville inspects and approves project designs and construction.
7. Cailloux Foundation donates land and improvements upon completion of construction.
8. City of Kerrville to maintain athletic uses in perpetuity.

RECOMMENDED ACTION

City staff recommends approving this Contract of Sale without conditions.

Agenda Item:

5B. Letter of intent between the City of Kerrville and D-Bat for the construction and operation of an indoor athletic facility and for the operation of outdoor baseball and softball facilities.

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

SUBJECT: Letter of Intent between the City of Kerrville and D-Bat for the construction and operation of an indoor athletic facility and for the operation of outdoor baseball and softball facilities

FOR AGENDA OF: Apr. 28, 2015

DATE SUBMITTED: Apr. 16, 2015

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: Draft Letter of Intent
D-Bat Informational Items

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City staff has been in discussions with representatives of D-Bat for the construction and operation of an indoor athletic facility and for the operation of outdoor baseball and softball facilities to be located at the proposed 75-acre athletic complex located at Holdsworth Drive and Town Creek Road.

D-Bat is a company that operates 23 franchised indoor baseball and softball facilities throughout the United States. Through these 23 locations, D-Bat operates baseball and softball training services and sells a D-Bat product line for baseball and softball. D-Bat's training services include youth camps and private lessons.

The attached letter of intent (LOI) provides an outline for an agreement between the City of Kerrville and D-Bat. The general provisions of the LOI are as follows:

1. Cailloux Foundation and City of Kerrville will construct an outdoor baseball and softball complex.
2. City of Kerrville will construct a building of 12,000 to 14,000 square feet to house indoor baseball/softball operations. This would be exterior construction only without interior finish out.
3. Kerrville Little League will be given priority use of the outdoor baseball/softball facilities during their regular season(s).
4. D-Bat will finish out the interior of the indoor baseball/softball facility.

5. City of Kerrville will conduct routine maintenance of the outdoor baseball/softball facilities.
6. D-Bat will operate the indoor and outdoor baseball/softball facilities.
7. D-Bat will market the baseball/softball facilities and conduct special events and tournaments.
8. D-Bat will provide payment of a ground lease, building lease, and revenue sharing for tournament concessions. The amount of ground and building lease payments due to the city is based on a sliding scale with payments lowered as event activities increase.

City staff believes that a partnership with D-Bat outlined in the draft LOI will significantly increase the visibility and activity at the proposed athletic complex. This, in turn, will help to maximize the traffic and revenue potential for the facility. The type and scale of tournament play contemplated will also have a significant impact on Kerrville's tourism industry and sales tax and HOT receipts. It will also allow Kerrville Little League to use the facility at a cost that enables them to keep consistent registration fees.

RECOMMENDED ACTION

Pending City Council approval of the Contract for Sale with the Cailloux Foundation for the proposed athletic facility, City staff recommends approving this Letter of Intent.

LETTER OF INTENT

City of Kerrville
Kerrville, TX

Todd Parton
City Manager
701 Main Street
Kerrville, TX78028

Re: D-BAT Kerrville Baseball / Softball Complex

Dear Todd Parton:

Thank you for choosing D-BAT Kerrville as your partner in the proposed Baseball/Softball Complex to be located off Holdsworth Drive.

Working with D-BAT Kerrville will provide the following benefits to the City of Kerrville:

- 1.) We will build a solid “Baseball/Softball Destination Location”. A location and a brand that will bring highly competitive Softball and Baseball tournament play to the Kerrville Hill Country, providing a minimum conservative economic impact of over \$2.1 million in annual revenue to the City of Kerrville and surrounding areas.**
- 2.) We will create and maintain a clean, safe and professionally run Baseball/Softball facility and environment that everyone from the youngest players to the oldest spectators will enjoy.**
- 3.) We will create and maintain a facility that will not only support Kerrville Little League but will also help support our neighboring Little League communities (i.e. Boerne, Center Point, Comfort, Fredericksburg, Harper, Ingram, Johnson City, Junction, Marble Falls, and North San Antonio and the New Braunfels area.)**
- 4.) D-BAT will reduce the city’s cost/management burden long term and limit the city’s human resources that could be better utilized in other areas.**
- 5.) D-BAT with its reputation throughout the U.S. will support the city’s desire to bring a higher level of Hotel and Restaurant chains to Kerrville.**
- 6.) D-BAT agrees to align/support/partner with our local Kerrville Little League Organization to ensure all their Baseball/Softball field needs are met.**

With all of your objectives in mind we offer you this letter of intent:

D-BAT Kerrville (official partnership name TBD) offers this Letter of Intent (the "Letter") confirming and outlining the mutual intent to enter into the herein described business transaction between City of Kerrville and D-BAT Kerrville (hereinafter sometimes collectively referred to as the "Parties"). The business transaction that is the subject of this Letter is identified as:

D-BAT Kerrville Baseball/Softball Complex

The principal terms and conditions are substantially as follows:

Overall Structure

In order to effectuate this transaction the parties agree to complete the respective tasks, obligations, or requirements:

D-BAT Kerrville intends to enter into a lease and management agreement with City to operate a D-BAT indoor training facility, as well as manage the proposed Baseball/Softball Complex.

-The building to be approximately 12,000 to 14,000 sq. ft. of heated and air conditioned space for the needs of the D-BAT indoor training facility which includes approximately finished out 2,000 square feet (Pro Shop, Offices, Restrooms designed by D-BAT). D-BAT understands that an additional amount of square footage will be added for the needs of the City of Kerrville.

- All build out of interior of training facility will be D-BAT's responsibility. (To include turf, netting, machines, pro shop inventory, lighting and other necessary equipment to run facility).

-D-BAT will operate the complex in the best interest of both City of Kerrville and D-BAT.

-D-BAT will be consulted during the design and construction of the indoor training facility prior to construction. D-BAT must have final indoor facility design approval to ensure it will fulfill D-BAT's operational needs.

-D-BAT understands it will be responsible for assisting with maintenance of fields during tournaments, with the assistance of City personnel.

-D-BAT agrees to work with Kerrville Youth Baseball Softball Association (KYBSA) to promote growth of all participants. Reduced rates for field use will be determined by the City prior to each season. Paid private lessons (one-on-one or group) will be not be allowed on fields without prior approval of D-BAT Kerrville.

-D-BAT will have full rights to manage all concessions at both fields and training facility.

- # of annual tournaments will be @ full discretion of D-BAT management Team.

-All utilities @training facility will be D-BAT's responsibility/field lights being responsibility of party utilizing, w/predetermined amount agreed upon, utilities for city office space will be responsibility of City of Kerrville.

-The City of Kerrville will support recommendations for field usage/changes in order to maximize tournament play if trends and/or data creates demand in either baseball or softball that cannot be met due to current field design constraints.

The City of Kerrville desires to enter into agreement with D-BAT Kerrville to operate both an indoor training facility, as well as manage the proposed Baseball/Softball complex as specified herein.

In addition, The City of Kerrville also agrees to the following:

-City will build Training facility building , field complex, concession stands and parking lots at no cost to D-BAT, other than previously described monthly rent (listing below).

-City agrees, to the best of its ability, to facilitate an opening in Nov of 2016.

- City will provide water for fields which may include effluent water.
- City agrees to controlled access to entire facility, with no unauthorized/unscheduled use of fields.
- D-BAT agrees to control all scheduling for the entire indoor/outdoor facility activities.
- City agrees to provide staff for maintenance/prep of fields in coordination w/D-BAT. Team Schedules will be coordinated between both parties.
- D-BAT agrees to pay The City of Kerrville 10% of Concessions received during Tournament play.
- City agrees to work with appropriate parties to allow D-BAT use of other city owned and operated fields for tournament weekends for overflow needs.
- Term of lease on both bldg. and sports complex to be 20 years with additional option for two (2) five (5) year extensions if mutually agreed upon by both parties.

-The ground lease and building lease will be structured as follows: The City of Kerrville and D-BAT agree that there will not be a ground lease charge or a building lease charge for the first 24 months the complex is open, The tentative opening date is November 1, 2016 or as soon as practicable, thereafter. After the first 24 months of initial operation the Lease payment structure will be based upon the number of tournaments held during the prior 12 months. **The term Tournaments used in this document refers to a Baseball or a Softball event of any age group consisting of a minimum of 20 teams playing in the event, with a minimum of 10 players per team, or totaling at least 200 players per tournament event.**

Number of Tournaments/Teams participated the prior year	Monthly Ground Lease Payment	Monthly Building Lease Payment
0 to 4 Tournaments or 0 to 80 teams	\$9,000	\$5,000
5 to 7 Tournaments or 81 to 140 teams	\$8,000	\$4,500
8 to 10 Tournaments or 141 to 200 teams	\$6,000	\$4,000
11 to 19 Tournaments or 201 to 220 teams	\$4,000	\$3,000
20 + Tournaments or more than 400 teams	0	0

Please reference ATTACHMENT 1 for a performance example and the economic impact associated with running a number of various Tournaments along with the ground lease and land lease charges associated.

Please reference ATTACHMENT 2 as examples of the economic impact associated with running 5 Tournaments a year and 10 Tournaments a year.

The Parties agree to enter into negotiations to consider the Terms and Conditions of this Letter, to determine whether this transaction is viable for both parties. Both parties agree not to enter into negotiations or solicit information or negotiations with any third party from date of this Letter signed by both parties until the term of negotiations has ended either as specified below, or by a mutual written agreement signed by the Parties confirming negotiations have ended.

Confidentiality

In the case that any confidential information should be exchanged between the Parties, resulting from negotiations under the Terms and Conditions of this Letter, both parties shall agree to make any necessary efforts to keep all information confidential, but subject to the Texas Public Information Act (Ch. 552, TX. Gov't Code).

Time

Parties shall make all reasonable efforts to finalize negotiations and have a final written agreement binding the Parties to proceed with the transaction by May 12, 2015. Upon this date, all obligations of the Parties under this Letter shall automatically terminate. At any time prior to the expiration of the Term of Negotiations the Parties may mutually agree in writing to terminate the Term of Negotiations early.

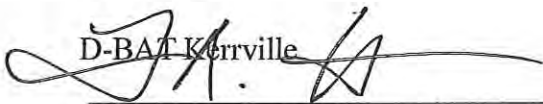
Public Announcement

Non-Binding Obligation:

THIS LETTER OF INTENT DOES NOT CONSTITUTE OR CREATE, AND SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE, ANY LEGALLY BINDING OR ENFORCEABLE OBLIGATION ON THE PART OF EITHER PARTY TO THIS LETTER OF INTENT. NO SUCH OBLIGATION SHALL BE CREATED, EXCEPT BY THE EXECUTION OF A SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES REGARDING THE PROPOSED TRANSACTION, AND THEN ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH SEPARATE AGREEMENT.

If the City finds the terms and conditions of this Letter to be acceptable and an accurate reflection of the intentions of both parties, please indicate this acceptance by signing in the space provided below and returning this letter to D-BAT Kerrville at its principal place of business identified below on or before April 30, 2015. Any changes to the material Terms and Conditions as identified herein by Todd Parton will require the reconsideration of D-BAT Kerrville.

Sincerely,


D-BAT Kerrville

By: Thomas R. Houdeshell

Title: Partner of D-BAT Kerrville LLC

Return a signed original of this Letter of Intent to my attention at the following address:

Thomas R. Houdeshell
500 Riverhill Blvd.
Kerrville, TX 78028

ACCEPTED AND AGREED

By: Todd Parton

Title: City Manager, City of Kerrville

ATTACHMENT 1

D-BAT & The City of Kerrville Performance-based Lease Agreement Structure

PERFORMANCE EXAMPLE				
Year	Monthly Ground Lease Payment	Monthly Building Lease Payment	Dean Runyon's Economic Impact to The City of Kerrville	# Tournaments
1	\$0	\$0	\$0	0
2	\$0	\$0	\$0	0
3	\$9,000	\$5,000	\$1,089,000	5
4	\$8,000	\$4,500	\$2,178,000	10
5	\$6,000	\$4,000	\$3,267,000	15
6	\$4,000	\$3,000	\$4,356,000	20

ATTACHMENT 2:

Below is a very conservative look at the economic impact to the City of Kerrville using the attached reference of Economic Impact Formulas from Bill Cline Dean Runyon & Associates

Dean Runyon& Associates Economic Impact Formulas

Number of Tournaments/Year	5
Number of Teams/per Tournament	20
Number of Players per Team	10
Number of Players Minimum for 5 Tournaments	1000
Persons per Room (Dean Runyon)	3.30
<u>Visitors per Year</u>	<u>3,300</u>
Expenditure per Day (Dean Runyon)	\$110.00
Expenditure per Day Total	\$363,000.00
3 Day Average Stay (Dean Runyon)	3.0
<u>Total Annual Economic Impact (Dean Runyon)</u>	<u>\$1,089,000</u>

Dean Runyon& Associates Economic Impact Formulas

Number of Tournaments/Year	10
Number of Teams/per Tournament	20
Number of Players per Team	10
Number of Players Minimum for 10 Tournaments	2000
Persons per Room (Dean Runyon)	3.30
<u>Visitors per Year</u>	<u>6,600</u>
Expenditure per Day (Dean Runyon)	\$110.00
Expenditure per Day Total	\$726,000.00
3 Day Average Stay (Dean Runyon)	3.0
<u>Total Annual Economic Impact (Dean Runyon)</u>	<u>\$2,178,000</u>

Economic Impact Formulas
From Bill Cline
Dean Runyon & Associates
October 26, 2012

Day Trip – one person \$69.00/day

Day Trip – Family \$185.00/day for 2.7 persons

Special Events - \$110.00/person/day with 3.3 persons/room
(industry standard): example

6,060 Special event room nights
X3.3 persons/room (industry standard)
19,998 Total special event overnight visitors
X110 average expenditure/persons/day

Consumer – \$79.00 average expenditures/person/day, based on
3 persons/room: example

187,258 consumer taxable room nights
X3 persons/room
561,774 visitors
X79 Average expenditures/person/day
\$44,380,146 Total consumer visitor revenue

Convention – example

32,930 Room nights (taxable & non taxable)
X2.2 delegates/room (industry standard)
72,446 total convention delegates
X152 average expenditures/person/day
\$11,011,792 Total convention revenue

Prepared for the MARKET TEXAS TOURISM, Office of the Governor, Texas Economic Development & Tourism

TEXAS HOTEL/MOTEL PERFORMANCE, ANNUAL DATA (YTD Through December 31)

By MSA/ By City	Number of Rooms		% Change		\$ Room Revenues (000's)		Est. \$ Rate		Occupancy		Point		\$ REV/PAR		\$ Change
	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	
	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	
GIDDINGS	236	236	.0	.0	2,664	3,665	54.37	64.30	56.9	66.2	9.3	9.3	30.93	42.55	11.62
GLEN ROSE	449	469	4.5	4.5	4,078	4,801	62.74	60.01	39.7	46.7	7.1	7.1	24.88	28.04	3.16
GOLDTHWAIT	0	22	.0	.0	0	187	.00	46.75	.0	49.8	49.8	.00	23.29	23.29	23.29
GONZALES	278	349	25.5	25.5	10,400	11,825	123.81	128.53	82.6	72.3	-10.3	-10.3	102.25	92.88	-9.37
GRAFORD	119	114	-4.2	-4.2	2,340	1,872	137.65	144.00	39.3	31.4	-7.9	-7.9	54.07	45.16	-8.90
GRAHAM	275	261	-5.1	-5.1	4,069	4,061	81.38	86.40	49.9	49.3	-6	-6	40.59	42.62	2.03
GRANBURY	571	566	-.9	-.9	7,576	9,053	80.60	86.22	45.1	50.8	5.6	5.6	36.38	43.78	7.40
GROESBECK	99	99	.0	.0	837	899	41.85	40.86	55.4	61.0	5.5	5.5	23.19	24.91	1.72
GUN BARREL	99	99	.0	.0	929	1,060	51.61	55.79	49.8	52.6	2.8	2.8	25.71	29.33	3.63
HALLETTSVI	142	142	.0	.0	2,874	2,544	87.09	74.82	63.7	65.6	1.9	1.9	55.45	49.08	-6.37
HAMILTON	57	57	.0	.0	618	833	61.80	64.08	48.1	62.5	14.4	14.4	29.70	40.04	10.33
HASKELL	39	39	.0	.0	800	827	41.67	82.70	76.8	70.2	-6.5	-6.5	55.85	58.10	2.25
HASLAM	44	44	.0	.0	250	340	42.50	42.50	37.4	49.8	12.5	12.5	15.57	21.17	5.60
HEBBRONVIL	105	104	-1.0	-1.0	1,102	1,252	52.48	54.43	54.8	60.4	5.7	5.7	28.75	32.90	4.15
HEMPHILL	29	18	-37.9	-37.9	530	506	88.33	126.50	56.7	60.9	4.1	4.1	50.12	77.02	26.89
HEREFORD	149	149	.0	.0	2,615	2,825	72.64	83.09	66.2	62.5	-3.7	-3.7	48.08	51.94	3.86
HERMLEIGH	0	32	.0	.0	0	464	.00	58.00	.0	68.8	68.8	.00	39.91	39.91	39.91
HILLSBORO	591	591	.0	.0	4,983	5,098	50.33	51.49	45.9	45.9	.0	.0	23.10	23.63	.53
HILLTOP LA	14	14	.0	.0	74	101	37.00	50.50	39.0	39.0	.0	.0	14.44	19.71	5.27
HORSESHOE	347	350	.9	.9	11,719	12,328	183.11	198.84	50.5	48.6	-1.9	-1.9	92.53	96.63	4.11
HUNT	283	275	-2.8	-2.8	3,283	3,343	78.17	83.58	40.7	39.8	-.9	-.9	31.79	33.27	1.48
HUNTSVILLE	689	719	4.4	4.4	10,912	13,875	66.94	79.29	64.8	66.7	1.9	1.9	43.39	52.87	9.49
INGRAM	73	70	-4.1	-4.1	1,026	1,171	102.60	106.45	37.5	43.3	5.8	5.8	38.47	46.09	7.62
IRAAN	49	49	.0	.0	910	849	75.83	65.31	67.1	72.7	5.6	5.6	50.88	47.47	-3.41
IREDELL	55	55	.0	.0	3,086	4,494	308.60	345.69	49.8	64.8	14.9	14.9	153.72	223.86	70.14
JACKSBORO	41	29	-29.3	-29.3	273	385	39.00	48.13	46.7	75.6	28.9	28.9	18.21	36.37	18.17
JACKSONVIL	349	347	-.6	-.6	3,654	3,366	54.54	55.18	52.7	48.2	-4.5	-4.5	28.73	26.58	-2.15
JASPER	333	341	2.4	2.4	3,494	4,269	56.35	60.99	51.0	56.3	5.3	5.3	28.75	34.32	5.57
JEFFERSON	100	123	23.0	23.0	866	1,164	54.13	55.43	43.8	46.6	2.8	2.8	23.73	25.85	2.13
JEWEET	150	156	4.0	4.0	1,714	1,866	57.13	58.31	54.8	56.3	1.5	1.5	31.31	32.84	1.53
JOHNSON CI	92	80	-13.0	-13.0	1,187	1,432	74.19	95.47	47.6	51.4	3.8	3.8	35.34	49.09	13.75
JUNCTION	220	206	-6.4	-6.4	3,485	3,642	64.54	79.17	67.4	61.2	-6.3	-6.3	43.52	48.44	4.92
KARNACK	9	9	.0	.0	157	170	78.50	85.00	60.9	60.9	.0	.0	47.79	51.75	3.96
KARNES CIT	43	147	241.9	241.9	677	3,778	61.55	94.45	69.6	74.7	5.1	5.1	42.83	70.52	27.70
KENEDY	551	696	26.3	26.3	12,870	19,684	89.38	108.15	71.5	71.6	.1	.1	63.94	77.44	13.49
KERMIT	50	70	40.0	40.0	1,070	1,984	82.31	104.42	71.2	74.2	3.0	3.0	58.63	77.47	18.84
KERRVILLE	1,048	1,038	-1.0	-1.0	14,500	15,776	73.60	80.08	51.5	52.0	.5	.5	37.92	41.64	3.71
KINGSLAND	42	50	19.0	19.0	840	1,129	120.00	125.44	46.2	49.0	2.8	2.8	55.42	61.44	6.02

1. Roomnights sold (from estimated rate and actual rooms revenues.). 2. Occupancy: nights sold divided by nights available (x 100). 3. Taxable and gross rooms revenues are from Texas Comptroller (with 12% added on average if gross not reported; covers monthly, government, charity, educational rents). Prepared by Source Strategies, Inc., P.O. Box 120055, San Antonio, Texas 78212. (210) 734-3434 FAX (210) 735-7970 Website: sourcestrategies.org



D-BAT ACADEMIES

2101 Midway Rd, Ste 300 | Carrollton, TX 75006 | (972) 398-1000



ACADEMY LOCATIONS FRANCHISE INVESTMENT OPPORTUNITY EMPLOYMENT DRAFT PICKS CONTACT

About D-BAT Academies

D-BAT was founded in 1998 and is considered by many to be one of the premier baseball and softball training facilities in the country. Founding partners Cade Griffis and Craig Penfold, opened D-BAT with the vision:

Provide a quality teaching environment with professional instruction to enhance the baseball and softball experience for players at all levels from little league through the pros.

In setting forth on the journey to accomplish this vision, D-BAT opened its original location in a small facility in North Dallas with two employees – Cade Griffis, a former collegiate and professional baseball player, believed that the best way to teach the game was by getting into the details of baseball and softball with each and every player and instructing them as individuals. Cade has as a core belief that every player plays a different game and should be taught to maximize his or her talents to suit his or her game. Cade also wanted to create a new type of baseball academy where there are multiple revenue streams beyond the typical baseball training facility. A typical baseball training facility has one instructor who gives private lessons in an abandoned warehouse with some nets strung up from the rafters. D-BAT Academies feature an exceptionally well-lit, indoor climate-controlled facility with an environment that invites parents to be a part of their ballplayer's development.

In 2006, D-BAT moved from its original location to a larger, state-of-the-art facility and further implemented programs to benefit players. At this time, Kirk Kiser joined the ownership team and took on the title of Director of Membership Development.

D-BAT began franchising operations in 2008 and is one of the fastest growing baseball academies in the country. This is due in large part to the innovative way that D-BAT has been able to create multiple, non-traditional revenue streams for franchisees.

With over ten years of successfully fulfilling the original vision, D-BAT is now moving to expand its prestigious academies to enhance the baseball and softball experience for players at all levels from little league through the pros.



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2101 Midway Rd, Ste 300 | Carrollton, TX 75006 | (972) 398-1000



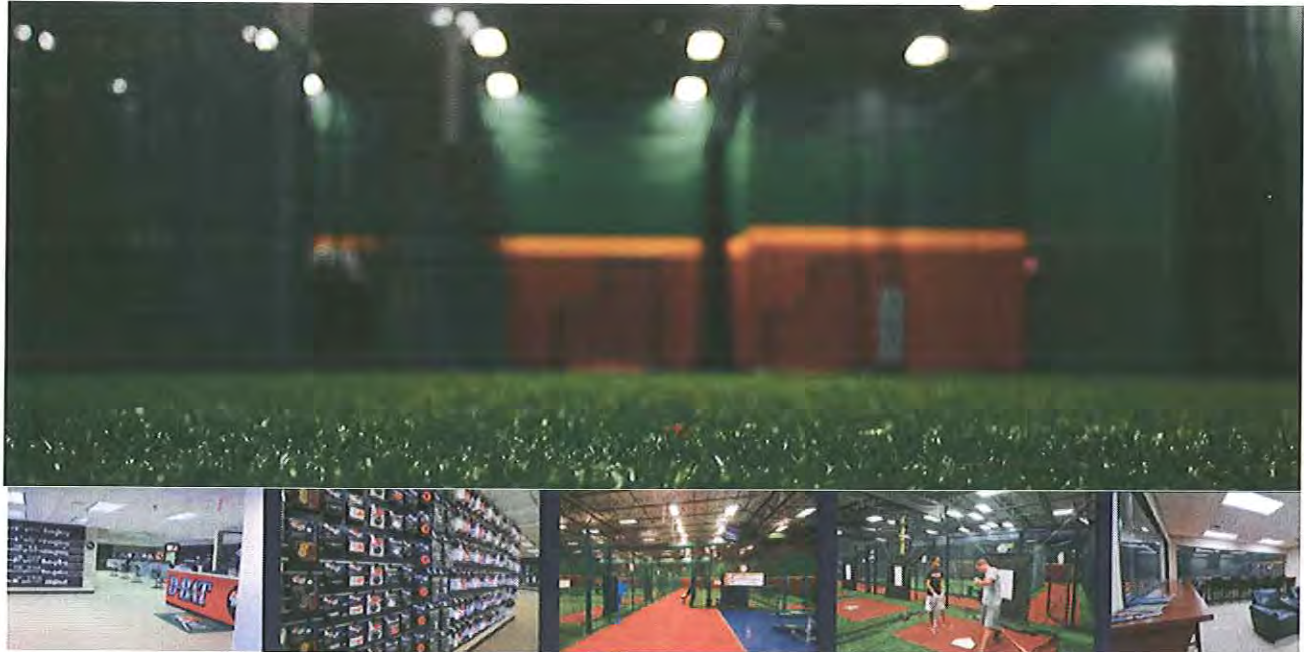
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[FRANCHISE INVESTMENT OPPORTUNITY](#)

[EMPLOYMENT](#)

[DRAFT PICKS](#)

[CONTACT](#)



D-BAT Addison

15605 Wright Bros. Dr.
Addison, TX 75001
(972) 387-3228

D-BAT Allen

505 Century Pkwy #150
Allen, TX 75013
(214) 383-4489

D-BAT Atlanta

2345 Adams Dr NW
Atlanta, GA 30318
(404) 355-9700

D-BAT Austin

3913 Helios Way,
Bld. B/Ste. 240
Pflugerville, Texas 76660
(512) 251-HITS (4487)

D-BAT DFW

2870 Market Loop
Southlake, TX 76092
(817) 251-4902

D-BAT Ft. Worth

6851 Corporation Pkwy, Ste 100
Fort Worth, TX 76126
(817) 560-3228

D-BAT Frisco

10875 John W. Elliot Dr, Ste 100
Frisco, TX 75034
(972) 335-HITS (4487)

D-BAT Golden Triangle

5900 Park Vista Cir
Fort Worth, TX 76244
(817) 337-3228

D-BAT Lakeside

2502 Lawing Ln
Rowlett, TX 75088
(972) 463-3228

D-BAT Lewisville

1500 Fairway Suite 1201
Lewisville, TX 75057
(972) 353-3322

D-BAT Little Rock

4209 S. Shackleford Rd
Little Rock, AR 72204
(501) 725-2727

D-BAT Lubbock

6104 45th St
Lubbock, TX 79407
(806) 789-1402

D-BAT Mansfield

615 S. Wisteria
Mansfield, TX 76063
(882) 518-8488

D-BAT Mountainside

1124 Globe Ave
Mountainside, NJ 07092
(908) 518-7950

D-BAT Monroe

2511 Washington St.
Monroe, LA 71201
(318)-699-DBAT (3228)

D-BAT OKC

801 NW 122nd St
Oklahoma City, OK 73114
(405) 694-4448

D-BAT Peoria

8716 W. Ludlow Drive,
Suite 17 & 18
Peoria, AZ
(623) 412-3228

D-BAT San Antonio

2250 Chipley Cir
San Antonio, TX 78217
(210) 826-3228

D-BAT Tulsa

13679 E. 61st St
Tulsa, OK 74012
(918) 286-3700

D-BAT Tyler

4715 Candy Ln
Tyler, TX 75701
(903) 939-2771

D-BAT Waco

7524 Bosque Blvd
Waco, TX 76712
(254) 655-6500

D-BAT West Houston

4310 Brittmoores
Houston, TX 77041
(713)-460-3228

D-BAT Wichita Falls

7455 Seymour Highway
Wichita Falls, TX 76310
(940) 244-3228



San Antonio North

2250 Chipley Cir
San Antonio, TX 78217
(210) 826-3228

Hours of Operation

Monday-Friday: 12pm – 9pm
Sat: 10am – 6pm | Sun: 12pm – 6pm



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Welcome

D-BAT San Antonio North is the Premier Baseball and Softball training facility in the country. In addition to private baseball and softball lessons, we offer pitching machines with real baseballs and softballs, a fully-stocked Pro shop, over 50 camps and clinics and more.

Events

Visit the [CAMPS & CLINICS](#) page for more details!!



D-BAT Video



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TOKENS

(13-15 Pitches)

1-9 Tokens:
\$1.50 each

10 Tokens:
\$12.00

20 Tokens:
\$20.00

20 or more Tokens:
\$1.00 each

Ask us how a Membership saves you money!

MEMBERSHIPS

	Non-Member	GOLD - \$48 a Mo. Hit FREE every day!	PLATINUM - \$88 a Mo. Hit FREE every day and more!
1 HOUR LESSON	\$75.00	\$60.00	\$52.50
1/2 HOUR LESSON	\$45.00	\$36.00	\$31.50
1 HR CAGE RENTAL	\$35.00	\$28.00	\$24.50
1/2 HR CAGE RENTAL	\$20.00	\$16.00	\$14.00
TOKENS	20 for \$20	10 Free/Day	UNLIMITED
CAMPS/CLINICS/SHOWCASES	Full Price	20% Off	30% Off
MERCHANDISE DISCOUNTS	0%	10% Off	15% Off

EXTRAS

1. PLATINUM MEMBERSHIP: Works as a Gold Membership at other locations

2. TOKENS: \$1.50 each, 10 tokens \$12.00, 20 tokens \$20.00

3. BIRTHDAY PARTIES: Includes 1 Instructor for 1 Hour, playing games, 50 FREE tokens, use of party room for 2 Hours

4. MINI CAMPS FOR TEAMS: \$35 per kid. Minimum of 8 kids. 3 Hours instruction on hitting, fielding, and pitching

5. NO CARRY OVERS: on tokens, cage rentals or field rentals

6. ADD A SIBLING: \$10 a month to any membership

7. MEMBERSHIPS: For individual use only

CAMPS & CLINICS

OVER 50 PER YEAR

- Spring Break Camps
- Summer Camps
- Winter Camps
- Holiday Camps
- Live Hitting Leagues
- Fielding Camps
- College Showcase Clinics
- Beginner / Youth Camps
- Bat Speed Clinics
- Power Pitching Clinics
- Power Hitting Clinics

PLATINUM MEMBERS: 30% OFF

D-BAT Extras

Platinum Memberships work as Gold Members at all other locations

Tokens:

\$1.50 each
10 for \$12.00
20 for \$20.00



Birthday Parties:

1 instructor for 1 hour
Playing Games,
50 Free Tokens

Memberships:

Gold members and Platinum members get free every day!

Add a sibling to any D-BAT Membership for

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Batting Cages



At D-BAT San Antonio North, our batting cages use real baseballs and softballs.

All of our pitching machines will accommodate baseball along with slow pitch and fast pitch softball.

Speeds range from:

Baseball

40mph, 50mph, 60mph, 70mph

Fast Pitch Softball

40mph, 50mph, 60mph

Slow Pitch Softball

The perfect speed

D-BAT Extras

Platinum Memberships work as Gold Members at all other locations

Tokens:

\$1.50 each
10 for \$12.00
20 for \$20.00

PRICING M

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Membership

Why should you have a membership at D-BAT San Antonio North?

At D-BAT San Antonio North, there are many benefits to our membership program. D-BAT Memberships award you with discounts on lessons, camps and clinics, cage rentals, and pro shop merchandise. One of the biggest benefits to being a member is being able to use the pitching machines for FREE everyday. Not only does this provide players with the reps they need to improve, but it is also the perfect way to warm up before you next hitting lesson.



GOLD Membership: \$48/month

- 10 FREE pitching machine tokens per day
- 20% OFF Lessons
- 20% OFF Camps and Clinics
- 10% OFF Pro shop merchandise



PLATINUM Membership: \$88/month

- UNLIMITED pitching machine tokens per day
- 30% OFF Lessons
- 30% OFF Camps and Clinics
- 15% OFF Pro shop merchandise

Memberships are for individual use only.

D-BAT Extras

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PRICING M

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Cage Rental



Cage rentals are available for both teams and individuals.

Call us to reserve your cage today at (210) 826-3228.

[BOOK AN APPT](#)

D-BAT Extras

Platinum Memberships work as Gold Members at all other locations

Tokens:

\$1.50 each
10 for \$12.00
20 for \$20.00

[PRICING M](#)

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Team Practices

Need someone to help design an effective and efficient practice or an extra hand running drills or throwing batting practice? We can help!

A D-BAT professional instructor can help you run team practices for your team!

Our instructors will help you to:

- Design a batting practice, bullpen session, or fielding practice
- Get more players involved through multiple stations/drills
- Help guide and instruct your players on proper fundamentals and mechanics
- Throw live batting practice, hit ground balls, or field throws from your players

D-BAT Extras

Platinum Memberships work as Gold Members at all other locations

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10 for \$12.00
20 for \$20.00

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D-BAT San Antonio North: Birthday Parties



celebrate your
BIRTHDAY
@DBAT

EACH PARTY INCLUDES:

- Use of our 1000 sq ft party room with 70" inch tv and refrigerator.
- 10 kids included, \$10 for each additional child.
- 1 instructor/employee for 1 hour of games or instruction.
- Each party receives card loaded with \$50 worth of machine cage tokens.
- Each party is free to bring in any food, cake and decorations.
- 2 hours in party room and 3 regular cages.

\$185 Party Pricing

Register online at www.DBATSan.com
or call (210) 826-DBAT

D-BAT San Antonio | 2250 Chipley Circle | San Antonio, TX 78217



D-BAT Extras

Platinum Memberships work as Gold Members at all other locations

Tokens:

\$1.50 each
10 for \$12.00
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Lessons - Baseball

At D-BAT San Antonio North, lessons are taught with the ballplayer as the focus while involving the parents during the lesson. We have great instructors who can instruct players at every improvement. However, our instructors can not be at the ballplayer's games, so they rely on the parents for feedback on how the player is doing in game situations.



Raul Quiroz Baseball Instructor

Raul played baseball at Laredo Alexander HS earning a scholarship to Laredo Community College where was a junior college All-American. After LCC he attended Incarnate Word University where he was the Heartland Conference pitcher of the year & a DII 1st team All-American in 2005. Raul is available for hitting, pitching & field lessons.



Jeff Leach Baseball Instructor

Jeff played baseball at Roosevelt High School where he earned All-City honors before attending McMurry University. Jeff coaches high school select baseball teams and gives private lessons to players of all ages. Players he instructs have earned 4A & 5A All-District and All-State honors and have earned scholarships to play baseball at Division 1 schools. He provides lessons for hitting pitching and fielding for all positions. Jeff@dbatsan.com





Billy Centeno

Baseball Instructor



Billy was an All-City HS baseball catcher at WQ and then received a scholarship to Ranger JC where he was an All-Conference player and invited to the National Junior College All-Star game. Then received a scholarship to Texas A&M Univ Kingsville where he finished his career. Since playing he became a Certified Personal Trainer with multiple certifications. Then went to Antwan College Prep to coach football and be their strength and conditioning coach. While doing this, he also helped start up the city's elite select baseball program, The South Texas Gliders where he is the hitting, catching infielders and strength coach. Since 2002, he has been apart of over 250 kids receiving college scholarships, with over a hundred of them playing Division 1 baseball. With that came dozens of Collegiate and High School All-Americans, and numerous All-State players as well as having several players make Team USA Jr. Olympic Teams. He has also been apart of nearly 100 kids get drafted into the MLB draft. He has coached kids from California, Maine, Maryland, Arizona, New Mexico and Oklahoma. Billy has been giving lessons since 2001 since playing he is proven in his approach to the game and his teaching. Although he had success in the game, he is most proud of what he does with the next generation of players. He works with kids from ages as young as 4 and as old as the Division 1 players he still has. Also being a standout in baseball he also had great success in high school as a Regional Medal winner in Wrestling, also was a state quarter finalist in football and a two time letterman in track. He is available for baseball as well as softball lessons. He specializes in hitting, catching, fielding, pitching as well as strength and conditioning or speed and agility.

TOP ▲



San Antonio North

2250 Chipley Cir
San Antonio, TX 78217
(210) 826-3228

Hours of Operation

Monday-Friday: 12pm – 9pm
Sat: 10am – 6pm | Sun: 12pm – 6pm



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Lessons - Softball



Charlotte Higley Softball Instructor

Charlotte is a graduate of Austin College. In her career she appeared in 135 games and has the 4th most hits and runs scored in program history. She was also an All-SCAC second team selection in 2012 & 2013. Charlotte is available for hitting/slap hitting fielding and catching lessons!



Ashley Brignac Softball Instructor

Ashley played softball at U of Louisiana-Lafayette. She pitched for the Ragin' Cajuns leading them to four straight NCAA Championship appearances including the 2008 College World Series. In 2007 she recieved All-American honors & was named the Gatorade National Softball Player of the Year & In 2013 was recognized as an NCAA top 10 award recipient! Ashley is avialable for pitching, hitting & fielding lessons!



TOP ^



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Camps & Clinics

SUMMER CAMPS
9:00 am - 2:00 pm | Ages 13 & under
Camp All Aspects

Topic Schedule	Monday	Tuesday	Wednesday	Thursday	Friday
Hitting	15-19	22-26	29-30	6-10	13-17
Fielding	22-26	29-30	6-10	13-17	20-24
Base Running	29-30	6-10	13-17	20-24	27-31

1 Day = \$65
2 Days = \$120
3 Days = \$165
4 Days = \$215
5 Days = \$249 (BEST VALUE)
*Member Discount Apply

2-Bat San Antonio
2250 Chipley Cir
San Antonio, TX 78217
Register online at www.DBATsan.com
or call (210) 826-6847

REGISTER

FIESTA CAMP
APRIL 24
All Aspects Camp
Ages 13 & under
9:00 am - 2:00 pm
\$65
Member Discount Apply

2-Bat San Antonio
2250 Chipley Cir
San Antonio, TX 78217
Call us at (210) 826-6847

REGISTER

MAY 25
MEMORIAL DAY CAMP
All Aspects Camp
Ages 13 & under
9:00 am - 2:00 pm
\$65
Member Discount Apply

2-Bat San Antonio
2250 Chipley Cir
San Antonio, TX 78217
Register online at www.DBATsan.com
or call (210) 826-6847

REGISTER

SEPTEMBER 7
LABOR DAY CAMP
All Aspects Camp
Ages 13 & under
9:00 am - 2:00 pm
\$65
Member Discount Apply

2-Bat San Antonio
2250 Chipley Cir
San Antonio, TX 78217
Register online at www.DBATsan.com

REGISTER

Upcoming Clinics & Events

Fiesta Camp

April 24th

Memorial Day Camp

May 25th

Summer Camps

June 15- 19th

June 22-26th

July 6-10th

July 13-17th

July 20-24th

August 3-7th

August 10-14th

August 17-21st

Labor Day Camp

September 7th

TOP ^



San Antonio North

2250 Chipley Cir
San Antonio, TX 78217
(210) 826-3228

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Proshop



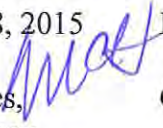
Agenda Item:

5C. Renewal of franchise with Atmos Energy Corporation to furnish, transport, and supply gas to the general public within the city. (staff)

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

SUBJECT: Renewal of franchise with Atmos Energy Corporation to furnish, transport, and supply gas to the general public within the City

FOR AGENDA OF: April 28, 2015 **DATE SUBMITTED:** April 24, 2015

SUBMITTED BY: Mike Hayes, 
City Attorney **CLEARANCES:**

EXHIBITS: Letter from Atmos Energy Corporation

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City has previously granted Atmos Energy Corporation ("Atmos") a franchise to furnish, transport, and supply gas to its residential and commercial customers within the City. The franchise, entered into in January 2006 via Council's adoption of an ordinance, expires on December 31, 2015.

Atmos recently submitted a proposed ordinance to renew the franchise and a copy of Atmos' transmittal letter is attached. Because of the number of issues and the particular laws that are involved, I recommend that the City hire an outside law firm that specializes in such matters. The City undertook this same process during the drafting and adoption of the 2006 franchise.

RECOMMENDED ACTION

Approval of hiring a law firm to negotiate, draft, and approve a franchise agreement with Atmos.



Randy Hartford
Manager, Public Affairs
Atmos Energy Corporation
Mid-Tex Division
3110 North I35
Round Rock, Texas 78681

April 14, 2015

City Of Kerrville
Todd Parton
701 Main Street
Kerrville, TX 78028

Re: Franchise Agreement Renewal

Our records indicate that the City's franchise agreement with Atmos Energy has or will soon come to an end. We would like to begin the renewal process with you as soon as possible. Enclosed, please find the Company's standard franchise agreement that has been prepared for the City's review. We look forward to meeting at your convenience to discuss this matter.

Sincerely,

A handwritten signature in blue ink, appearing to be "Randy Hartford", with a long, horizontal, wavy line extending to the right.

Randy Hartford
Manager of Public Affairs
Atmos Energy Corporation, Mid-Tex Division

Agenda Item:

6A. Budget and economic update. (staff)

No action required information purposes only.

City of Kerrville
Month ending March 31, 2015
 (Month 6 of FY15 Budget)

	Current Month	Year To-Date	Budget @ 50%	Prior Year To-Date
General Fund				
Total Revenues	\$1,110,702	\$15,577,090	63.92%	\$14,607,931
Property tax	\$265,945	\$8,287,427	94.94%	\$7,933,111
Sales tax	\$446,551	\$3,113,066	52.64%	\$2,847,790
Total Expenditures	\$1,766,127	\$11,021,268	45.22%	\$10,817,395

Water and Sewer Fund				
Total Revenues	\$653,666	\$4,306,634	43.65%	\$4,757,960
Water Sales	\$298,392	\$2,104,681	40.54%	\$2,098,886
Sewer Service	\$300,836	\$1,847,519	47.37%	\$1,902,235
Expenditures	\$1,072,122	\$5,954,399	60.35%	\$4,163,363

Hotel/Motel:				
Revenues	\$71,844	\$442,216	43.82%	\$397,910
Expenditures	\$225,250	\$454,474	46.41%	\$453,043

Unemployment:		Consumer confidence:		
National	5.5%	National	101.3%	up 20.8% over 2014
Texas	4.3%	Texas	126.2%	up 16.1% over 2014
Local	3.3%	(Sources: State Comptroller/Workforce Alamo)		

Housing:				
<i>Local:</i>				
623 active residential listings; 70 residential sales March 2015				
\$15,362,550 total residential sales dollars for March 2015				
\$39,603,094 total residential sales dollars Y-T-D for 2015				
(Source: Kerrville Board of Realtors)				
Building Permits Issued March 2015				
New Residential - 8				
New Commercial - 5				

Agenda Item:

7A. Appointments to the Parks and Recreation Advisory Board. (staff)

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

SUBJECT: Appointments to the Parks and Recreation Advisory Board

FOR AGENDA OF: April 28, 2015

DATE SUBMITTED: April 23, 2015

SUBMITTED BY: Brenda Craig
City Secretary

BC

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



SUMMARY STATEMENT

Consider appointments to the following board:

Parks and Recreation Advisory Board: Five terms that expired March 31, 2015.

RECOMMENDED ACTION

Consider appointments.

PARKS AND RECREATION ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
ALFORD, NANCY E. 2213 Singing Wind	214-663-9903 (C)	03-27-12	04-09-13	03-31-15
KAYNE, JACKLYN 3564 Fredericksburg Rd	895-7524 (W) 895-7962 (H)	03-11-14		03-31-16
GARDNER, JAMES 200 Fairway Dr.	285-2129 (H)	09-23-14		03-31-15
LIPSCOMB, DAVID 909 Lake Drive	895-4232 (H)	04-12-11	04-09-13	03-31-15
MUNSON, JAY 808 Lloyd Drive	257-2212 (W) 792-4394 (H) 370-8344 (C)	03-11-14		03-31-16
MUSE, BILL 2956 Oak Park Dr.	928-7028 (C) 792-7355 (W)	4-09-13		03-31-15
SCOTT-JOHNSON, MEG 438 Timber Ridge Dr.	713-724-4168 (C) 257-0022 (H)	03-27-12	03-11-14	03-31-16
WALLACE, ED 131 Royal Oaks	257-5272 (H) 377-0455 (C)	11-30-11	04-09-13	03-31-15
COUNCIL LIAISON:				
Gene Allen 2106 Vista Ridge Dr. 1221 Junction Highway	895-5111 (O)			
CITY STAFF:				
Kristine Ondrias Assistant City Manager	258-1106 (O)			
Malcolm Matthews Director of Parks & Recreation	258-1150 (O)			

Qualifications: A majority shall be residents of the city of Kerrville, and all shall be residents of Kerr County.

Powers and Duties: Shall constitute an advisory board to the city council and shall periodically assist city staff in procedural matters. The board shall have authority to hold hearings in the city and to consider and make recommendations to the city council in writing on any and all matters pertaining to the city's parks and recreation system.

Term of Office: Two years with a maximum of two terms. No member shall serve more than two terms without having at least one full year off between terms.

Quorum: Five

Members: Eight

Meeting Time & Place: Third Thursday, 8:15 a.m., City Council Chambers

Absences: Any member having three consecutive unexcused absences shall have his membership reviewed by the board. By majority vote, the board may recommend to the council that such member be removed from office. The council may then act upon such recommendation and either remove or retain such member.

Established by: Ordinance No. 1984-37, amended by Ordinance No. 1987-24

Code of Ordinances: Chapter 74 - Article II – Sections 74-31 through 74-38

Revised: October 9, 2014