

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, NOVEMBER 10, 2015, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, NOVEMBER 10, 2015, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION: by Jimmy Sportsman, Kerrville Church of Christ.

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. CERTIFICATE OF RECOGNITION:

2A. Certificate of Recognition presented to Tracy L. McCuan, General Manager and CEO to the Kerrville Public Utility Board. (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 City Council regular meeting held October 13, 2015. (staff)

3B. Construction contract with J&K Utility Services, LLC for the water treatment plant high service pump addition project in an amount not to exceed \$149,739.00 and additional change orders which may exceed \$50,000.00 but will not exceed a total contract amount of \$187,100.00. (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: November 6, 2015 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

3C. Purchase and remount of a Type 1 ambulance from Mac Haik Dodge via BuyBoard Purchasing Cooperative in an amount not to exceed \$118,175. (staff)

3D. Purchase of Caterpillar CW14 pneumatic roller from Holt CAT, in an amount not to exceed \$84,741.00. (staff)

END OF CONSENT AGENDA

4. ORDINANCES, SECOND AND FINAL READINGS:

4A. Ordinance No. 2015-22 amending the comprehensive plan for the City of Kerrville, Texas, pursuant to Chapter 213 of the Texas Local Government Code; by revising the future land use plan for an approximate 1.94 acres and 1.39 acres tracts of land located adjacent to and south of Bandera Highway (SH 173) and between the highway's intersections with Riverhill Boulevard East to the west and Oak Hollow Drive East to the east; and changing the future land use of this area from low-density residential to general commercial. (staff)

4B. Ordinance No. 2015-23 amending the City's "Zoning Code" by changing the zoning district for an approximate 1.94 acres and 1.39 acres tracts of land located adjacent to and south of Bandera Highway (SH173) and between the highway's intersections with Riverhill Boulevard East to the west and Oak Hollow Drive East to the east, otherwise known as 2180 Bandera Highway; by removing the combined 3.33 acre property, more or less, from the residential cluster (RC) zoning district and placing it within the 36-S zoning district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. (staff)

5. ORDINANCE, FIRST READING:

5A. Ordinance No. 2015-24 amending Ordinance No. 2006-01, which granted Atmos Energy Corporation a franchise to furnish, transport, and supply gas to the general public within the City of Kerrville, Kerr County, Texas, by extending the term of the franchise ordinance for an additional ninety (90) days through the end of March 29, 2016. (staff)

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Resolution No. 35-2015 authorizing publication of notice of intention to issue certificates of obligation for the purpose of financing waterworks and sewer system improvements to include design and construction of effluent ponds. (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: November 6, 2015 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

6B. Resolution No. 36-2015 casting votes of the City of Kerrville, Texas, for Kerr Central Appraisal District Board of Directors. (staff)

6C. Joint Resolution of the City of Kerrville, Texas; Kerr County, Texas; Kerrville Independent School District; and Kerrville Public Utility Board supporting the adoption of the rural project plan under consideration by the Texas Department of Transportation. (staff)

6D. Commercial Lease between City and BTP Baseball Ventures LLC for the management of baseball and softball fields at the Holdsworth Athletic Facility. (staff)

6E. Mayor's youth advisory council. (Mayor Pratt)

6F. Establish a policy for determining the official newspaper/newspapers for publication of public notices and ordinances. (Councilmember White)

7. INFORMATION AND DISCUSSION:

7A. Budget and economic update. (staff)

8. ITEMS FOR FUTURE AGENDA

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 matter:

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: November 6, 2015 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

10A. 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: November 6, 2015 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Certificate of Recognition presented to Tracy L. McCuan, General Manager and CEO to the Kerrville Public Utility Board. (Mayor Pratt)

Certificate of Recognition

Is hereby presented to

Tracy L. McCuan

In appreciation for 10 years of service as Chief Engineer and General Manager/CEO to the Kerrville Public Utility Board. Service to the community by serving on the boards of the Kerrville Area Chamber of Commerce, Kerrville Economic Development Corporation, Rotary Club and United Way is greatly appreciated. Your service in the United States Air Force has also served the citizens of the United States. Good luck in your new job and thank you for a job well done.

Hereunto set my hand and caused
the Seal of the City Kerrville to be
affixed hereto, the 10th day of
November, 2015

Jack Pratt, Jr. Mayor

Agenda Item:

3A. Minutes of the City Council regular meeting held October 13, 2015. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
October 13, 2015

On October 13, 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 City Secretary Brenda Craig, followed by the Pledge of Allegiance led by Police Chief David Knight.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Gary F. Stork	Mayor Pro Tem
Stephen P. Fine	Councilmember
Bonnie White	Councilmember
Gene Allen	Councilmember

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Day	Deputy City Manager
Brenda Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
Kim Meismer	Director of General Operations
David Knight	Police Chief
Dannie Smith	Fire Chief

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

1. VISITORS/CITIZENS FORUM: No one spoke.

2. PRESENTATIONS:

2A. Resolution of Commendation presented to Greg Maxwell for serving on the Golf Course Advisory Board.

3. CONSENT AGENDA:

Mr. Stork removed item 3B from the consent agenda.

Mr. Stork moved to approve consent agenda items 3A, 3C, 3D, and 3E; Mr. Allen seconded, and the motion passed 5-0:

3A. Minutes of the city council budget workshop held on August 4, 2015, and minutes of city council regular meetings held on August 11, August 25, and September 8, 2015.

3C. Resolution No. 31-2015 cancelling the regular meeting of the City Council scheduled for November 24.

3D. Resolution No. 32-2015 cancelling the regular meeting of the City Council scheduled for December 22, 2015 regular city council meeting.

3E. Execute agreement for the donation of recycle center balers to Kerr County.

END OF CONSENT AGENDA

3B. Purchase of self-contained breathing apparatuses for the Kerrville Fire Department in the amount of \$155,054.15.

Council questioned if the money to purchase the equipment was in the budget.

Chief Smith noted \$110,054.15 was budgeted in the equipment fund established to equip the new ladder truck, and \$45,000 was a grant match from the US Fire Administration, and this purchase of 25 SCBA would replace all of the existing SCBA. Chief Smith noted he tried to work with Honeywell, the provider of the city's existing SCBA, to resolve issues, but Honeywell was unable to correct the issues and unable to meet compliance standards established by the National Fire Protection Association, which was a requirement of the Texas Commission on Fire Protection since January 2014.

Mr. Stork moved to authorize the city manager to execute the purchase of self-contained breathing apparatuses for the Kerrville Fire Department in the amount of \$155,054.15. Mr. Allen seconded the motion and it passed 5-0.

4. CONSIDERATION AND POSSIBLE ACTION:

4A. Resolution No. 33-2015, providing for the city's approval or disapproval of an amendment to the Kerr Central Appraisal District's 2014 fiscal year budget.

Mr. Parton noted that KCAD requested an amendment to their 2014 budget to allow them to place their FY14 budget surplus into KCAD's building reserve fund, said fund to be used for property acquisition, design and construction of a future KCAD office. City council recently approved KCAD's purchase of property on Bandera Highway from KCAD's building reserve fund. Mr. Parton recommended approval of KCAD's request.

Mr. Allen moved for approval of Resolution No. 33-2015; Mr. Fine seconded the motion and it passed 5-0.

4B. Temporary lease agreement – 529 Water Street.

Council noted the lease would allow the current occupant to remain in the home for a brief period of time, with an option to extend the period subject to written approval of the council.

Mr. Parton noted the provisions in the lease were to safeguard the city, and he recommended \$0 rent and \$0 deposit. He noted that the city could not provide a gift of public funds and since the rent and deposit were below market, there had to be a statement of public purpose; therefore, he recommended that the sale of the property and the city's gift valued at \$1 million was conditioned on the temporary lease agreement.

Mr. Allen moved to find that a public purpose existed and to approve the temporary lease agreement for property located at 529 Water Street for no rental payment; Mr. Fine seconded the motion and it passed 5-0.

5. APPOINTMENTS TO CITY BOARDS AND COMMISSIONS:

5A. Zoning Board of Adjustment. Ms. White moved to: reappoint Linda Stilwell and Sam Ligon as regular members; appoint Justin MacDonald as a regular member; and appoint Mark Bosma as an alternate member. The motion was seconded by Mr. Allen and passed 5-0.

6. ITEMS FOR FUTURE AGENDA

- Creation of a municipal youth council comprised of youths from local high schools; purpose was to encourage them to become active in the community and local government.

7. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Deadline was November 6 to submit entries for the Holiday Lighted Parade to take place on November 21, 2015.
- Cautioned citizens about phone calls from scammers claiming to be from the electric and water company and requesting immediate payment; calls should be reported to city hall or police department.
- The Rev Fest event would be held October 17 in Louise Hays Park; vehicle parking would not be allowed in LHP all day; the public was encouraged to use the downtown parking garage.
- Recognized the public works department for increase in street paving, noting 10.8 lane miles in 2013; 16.6 in 2014; and 27.2 in 2015; \$1.1 million was allocated in 2016 for 35 lane miles; in 2016 19% of the city streets will have been improved in three years; this will put the city on a 10 year maintenance program whereby every street will receive paving/maintenance every 10 years.
- The Gathering event held October 3 was successful with large public participation with over 17 churches involved.

8. EXECUTIVE SESSION:

Mr. Stork moved for the city council to go into executive closed session under Sections 551.071, 551.072 and 551.074 of the Texas Government Code; motion was seconded by Mr. Fine and passed 5-0 to discuss the following:

8B. 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.

8C. Section 551.074:

- Annual review of city attorney.
- Annual review of city manager.

9. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

At 6:22 p.m. the regular meeting recessed. Council went into executive closed session at 6:24 p.m.

Mr. Allen left the meeting at 7:00 p.m. and Ms. White left the meeting at 7:05 p.m.

At 7:51 p.m. the executive closed session recessed and council returned to open session at 7:52 p.m.

10. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION

8C. Annual review of city attorney and city manager:

Mr. Fine moved to approve the personnel action form for the city manager and the city attorney for 2015-2016; Mr. Stork seconded the motion and it passed 3-0.

ADJOURNMENT. The meeting adjourned at 7:53 p.m.

APPROVED: _____

ATTEST:

Jack Pratt, Jr., Mayor

Brenda G. Craig, City Secretary

Agenda Item:

3B. Construction contract with J&K Utility Services, LLC for the water treatment plant high service pump addition project in an amount not to exceed \$149,739.00 and additional change orders which may exceed \$50,000.00 but will not exceed a total contract amount of \$187,100.00. (staff)

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

SUBJECT: Council authorization for the City Manager to execute a construction contract with J&K Utility Services, LLC. for the Water Treatment Plant High Service Pump Addition Project in the amount of \$149,739.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$187,100.00.

FOR AGENDA OF: November 10, 2015

DATE SUBMITTED: November 3, 2015

SUBMITTED BY: Kyle Burow, E.I.T., CFM
Interim Director of Engineering

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Bid Tabulation
Letter of Recommendation for Award

PAYMENT TO BE MADE TO: J&K Utility Services, LLC.
5607 Williamson Rd.
Creedmor, TX 78610

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$187,100.00	\$397,952.83	\$250,000.00	W93

REVIEWED BY THE FINANCE DIRECTOR:

The Water Treatment Plant (WTP) High Service Pump Addition project includes the installation of a new 1,400 GPM, 275 feet TDH, 125 HP Pump in the existing Pump Building and the discharge piping from the new pump to an existing 16 inch discharge pipeline at the Water Treatment Plant. The new 1,400 gpm pump will pump water through the newly constructed 16" water transmission main from the WTP to the Stadium Pressure Plane, increase current flow capacity and maintain desired water levels in the Riverhill Elevated Storage Tank, and allow adequate capacity within the Stadium Pressure Plane distribution system to inject additional flows in to the aquifer storage system. Construction of the proposed WTP pump addition includes the installation of 8-inch and 16-inch diameter above ground steel discharge piping and fittings, within the existing Pump Building and ductile iron piping and fittings and connection to the existing 16" Riverhills-Ridgewood Transmission Main.

Staff along with Hewitt Engineering evaluated the contractor and recommends awarding the WTP Pump Addition project to J&K Utility Services, LLC. Staff recommends awarding the base bid for a project cost of \$149,739.00. Additionally, staff recommends authorizing the City Manager to execute additional change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$187,100.00.

RECOMMENDED ACTION

Authorize the City Manager to execute a construction contract with J&K Utility Services, LLC. for the Water Treatment Plant High Service Pump Addition Project in the amount of \$149,739.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$187,100.00.

Project Name: Water Treatment Plant Pump Addition

Engineering Number : PW14-019

Bid Opening: October 13, 2015

[illegible]



Hewitt Engineering Inc.

Consulting Engineering Services

October 14, 2015

Mr. Kyle Burow
Project Engineer
City of Kerrville
200 Sidney Baker Street North
Kerrville, TX 78028

**Re: Water Treatment Plant Pump Addition - PW14-019
Bid Tabulation**

Dear Kyle,

Sealed bids were received at 3:00 p.m. on October 13, 2015 for the City of Kerrville Water Treatment Plant Pump Addition project. Seven bids were received for the project.

The low bid for the project was submitted by J&K Utility Services for \$149,739.00. The engineer's estimate for this project was \$249,000. The project includes installation of a new 1,400 GPM, 275 feet TDH, 125 HP Pump in the Pump Building at the Water Treatment Plant and associated electrical work and the discharge piping from the new pump to an existing 16 inch discharge pipeline. The work also includes the installation of 8-inch and 16-inch diameter above ground steel discharge piping and fittings, including coatings, pipe supports, tees, sample taps (2), pressure gages (2), flow meter, valves and wall penetration and 58 linear feet of ductile iron piping and fittings including pipe, bends, coatings and connection to the existing pipe.

The low bid is approximately 40 percent (40%) below the projected construction estimate and approximately 35% below the average bid of \$231,917 for the seven received bids. Based on a review and tabulation of the proposals and recent performance by J&K Utility Services on City projects, I recommend award of the contract to J&K Utility Services on the basis of their low bid of \$149,739.00.

Please feel free to call me at 830-315-8800 or by email at jmhewitt@hewitt-inc.com if you have any questions or require additional information.

HEWITT ENGINEERING INC.

Texas Registered Engineering Firm F-10739

John M. Hewitt, P.E., CFM

Agenda Item:

3C. Purchase and remount of a Type 1 ambulance from Mac Haik Dodge via BuyBoard Purchasing Cooperative in an amount not to exceed \$118,175. (staff)

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

SUBJECT: Authorize the purchase and remount of a Type 1 Ambulance from Mac Haik Dodge at a price not to exceed \$118,175

FOR AGENDA OF: November 10, 2015 **DATE SUBMITTED:** October 30, 2015

SUBMITTED BY: Dannie Smith *D.S.* **CLEARANCES:** Todd Parton
Fire Chief City Manager

EXHIBITS: Frazer - Buyboard Quote #9597A-BuyBoard

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$118,175	\$153,555	\$118,175	01-830-503

PAYMENT TO BE MADE TO: MAC HAIK DODGE
REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Fire Chief is requesting authorization from the City Council to award a contract for the purchase and remount of a Type 1 Ambulance from Buyboard Quote #9597A-BuyBoard. This contract was awarded to Frazer Ambulance Company through their licensed dealer, Mac Haik Dodge. By contracting through Buyboard we will be able to purchase an ambulance using their bid price. Such agreements are allowable under State Law. The purchase of this ambulance is scheduled in the 7-year vehicle replacement plan.

One (1) 2016 Dodge 4500 Chassis and refurbished 14' Module-----\$ 118,175

The required funds were approved by the City Council on September 22, 2015 and are available in the FY2015/2016 Budget

RECOMMENDED ACTION

Authorize the City Manager to purchase and remount a Type 1 Ambulance from Mac Haik Dodge at a price not to exceed \$118,175



October 30, 2015

Eric Maloney
 Division Chief – EMS Coordinator
 Kerrville Fire Department
 Email: eric.maloney@kerrvilletx.gov

Quote #9597A-BuyBoard

Chief Maloney,

Below is itemized pricing for contract number Ambulance #492-15 for remounting and refurbishing your Frazer Type I 14' Generator Powered Module onto a Dodge Ram 4500 diesel chassis.

Item 1 – Remount of Type I 14' Frazer conversion on Dodge Ram 4500 diesel DRW cab/chassis	\$ 67,500.00
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Published Options:

LiquidSpring suspension system for Dodge Ram 4500 (2014-2015)	\$ 10,000.00
Air conditioner/heat pump as spare or retrofit	\$ 5,500.00
Ten (10) new interior LED fixtures	\$ 3,500.00
Complete new top floor and sub floor in patient module	\$ 3,100.00
Retrofit powder coated laydown oxygen box	\$ 450.00
(x15) Lighting modification from base (each)	\$ 7,500.00
(x19) Exterior compartment and/or structure modification (each)	\$ 9,500.00
(x5) Interior compartment/cabinet modification (each)	\$ 2,500.00
Striping and lettering - \$2,500	\$ 2,500.00
Conspicuity on the entire rear of the module including the doors in a chevron pattern	\$ 1,500.00
New Lambda power supply	\$ 1,500.00
New treadbrite at front corners, wheel wells and rear	\$ 900.00
Replace all cabinet doors with scratch resistant polycarbonate doors	\$ 825.00
Chrome nerf bars for 2011-2015 Dodge Ram 3500, 4500	\$ 450.00
Replace rear entry door grabbers	\$ 50.00
Retrofit license plate holder and light	\$ 100.00

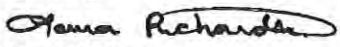
Base Price	\$ 67,500.00
Published Options	\$ 49,875.00
Buy Board fee	\$ 800.00
Total	\$ 118,175.00

All pricing is F.O.B Houston.

Please make your purchase order out to Mac Haik Dodge Chrysler Jeep (11000 North Freeway, Houston, TX 77037). Please email a copy of your purchase order and this quote to BuyBoard at buyboard@tasb.org and to Adam Fischer at sales@frazerbilt.com.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Laura Richardson
Frazer, Ltd.

LGR:SH

Agenda Item:

3D. Purchase of Caterpillar CW14 pneumatic roller from Holt CAT, in an amount not to exceed \$84,741.00. (staff)

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

SUBJECT: Purchase of Caterpillar CW14 Pneumatic Roller

FOR AGENDA OF: October 30, 2015

DATE SUBMITTED: November 10, 2015

SUBMITTED BY: Stuart Barron
Director of Public Works

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Holt Caterpillar Proposal

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$84,741.00	\$279,322.00	\$	19-800-504

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The City's AP915 Ingram pneumatic roller is broke down and needs a new EDCM Electronic Drive Control Module which controls the forward and reverse. This part along with many other parts have become very hard to find since Ingram Compaction, LLC has gone out of business.

Pneumatic rollers are essential part of our pavement replacement program. It is driven on the asphalt while it is still hot in order to tighten up the mat after it is laid by the paver. The City also uses the roller for soil stabilization and compaction in some drainage ways.

RECOMMENDED ACTION

Authorize purchase of Holt Caterpillar Pneumatic Roller.



Sept. 22, 2015

CITY OF KERRVILLE
701 MAIN
KERRVILLE, TEXAS 78028

Attention: BRANDON KELLY

RE: Quote 158746-01

Dear Brandon ,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New 2015 CATERPILLAR INC Model: CW14 Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

POWERTRAIN - Cat C3.4B ACERT Engine - T4i/Stage 3B 100 HP/75 kW, four - cylinder turbo-charged - Dual element cyclonic air cleaner - Fuel filter / water separator - Ultra clean fuel filter with integrated - prime pump - Two-speed throttle switch - Dual braking systems (service & parking) - Continuously variable hydrostatic - transmission with seamless shifting - Direct & high - drive - no chains

ELECTRICAL - 12-volt electric starting - 55 - amp alternator - One CAT Maintenance Free Batteries - Roading lights - turn signals and low - beam forward facing lights - Rear backup light and stop indication - lamps - Halogen working lights - bumper mounted - (2 front-facing and 2 rear-facing) - Backup alarm and forward warning horn - Product Link Ready -

OPERATOR ENVIRONMENT - Gage Package - ROPS - Fixed, non-suspension seat with - Oversized RH arm rest - - & wide belt - Vandalism protection - Power assisted steering -

FLUIDS - Premixed 50% concentration of Extended - Life Coolant with freeze protection - to -37C (-35F) -

OTHER STANDARD EQUIPMENT - Locking fiberglass engine enclosure - All wheel oscillation - front and rear - Front wheel vertical equalizing - suspension - Gravity water system with distribution - bars over front and rear tires and - individual retractable steel tire - scraper - Manual brake release - Nine 8:50/90 x 15 6-ply bias tires - Transport tie-down and lift points - 104 gal (394L) water tank capacity - Quick connect hydraulic pressure - test ports - SOS ports: - engine - hydraulic - coolant - Coco mats - Remote drains for all fluids

MACHINE SPECIFICATIONS

CW14 PNEUMATIC COMPACTOR	369-5800
LANE 3 ORDER	0P-9003
ENGINE, TIER 4I, STAGE 3B	369-5770
GAGE, BASIC, STD	241-9416
TRACTION CONTROL, STD	373-2523
OPERATOR STATION, ROTATING	243-3552
SEAT, SUSPENSION	221-4045
TIRES, 9, 14PLY BIAS	374-5353
WATER SPRAY, PRESS, 9-TIRE	371-8895
CANOPY	145-3253
CERTIFICATE OF ORIGIN	0P-1870
PRODUCT LINK, SATELLITE PL321	369-5765

2015 PRICE FOB KERRVILLE

\$84,741.00 + TAX

***ONE MACHINE AVAILABLE
SUBJECT TO PRIOR SALE

STANDARD NEW MACHINE WARRANTY :
12MO ,TOTAL MACHINE .

PLUS 3YR 5,000 HR. POWER TRAIN WARRANTY
RUNNING CONCURRENT WITH STANDARD WARRANTY

** MACHINE CAN BE RENTED WITH A PURCHASE OPTION
AT \$2,646 /MONTH . 100% OF PAID RENT WILL APPLY TO
ABOVE PURCHASE PRICE PLUS INTEREST AT PRIME + 3%
AND ANY NON WARRANTY REPAIRS

Sincerely,

Kenneth Powell
Machine Sales Representative
Holt CAT
Kenneth.Powell@holtcat.com
210.508.5063

Agenda Item:

4A. Ordinance No. 2015-22 amending the comprehensive plan for the City of Kerrville, Texas, pursuant to Chapter 213 of the Texas Local Government Code; by revising the future land use plan for an approximate 1.94 acres and 1.39 acres tracts of land located adjacent to and south of Bandera Highway (SH 173) and between the highway's intersections with Riverhill Boulevard East to the west and Oak Hollow Drive East to the east; and changing the future land use of this area from low-density residential to general commercial. (staff)

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

SUBJECT: Second reading of the Ordinance & Action concerning a proposed Comprehensive Plan Amendment to amend the future land use category from "Low-Density Residential" to "General Commercial" for an approximate 3.33 acres tract. 3.33 acres of land, more or less, out of the John A. Southmayd Survey No. 148, Abstract No. 288 in Kerr County, Texas, and being a part of a 7.9 acre tract and all of a 1.6 acre tract recorded in Volume 243, Page 95 and Volume 288, Page 568 of the Deed Records of Kerr County, Texas said two tracts being parts of a 24.56 acre tract recorded in Volume 221, Page 468 of the Deed Records of Kerr County, Texas, located on the southwest side of Bandera Highway between Oak Hollow Drive East and Riverhill Boulevard East. 2180 Bandera Highway.

FOR AGENDA OF: November 10, 2015

DATE SUBMITTED: October 30, 2015

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Location Map, P&Z Staff Report
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item is concerning public hearing, first reading of the ordinance & action concerning a proposed Comprehensive Plan Amendment to amend the future land use category from "Low-Density Residential" to "General Commercial". The applicant requested the comprehensive plan amendment on August 26, 2015.

A public hearing was conducted by the Planning and Zoning Commission at its regular meeting on October 1, 2015.

A public hearing and 1st reading of the ordinance was conducted by the City Council at its regular meeting on October 27, 2015.

RECOMMENDED ACTION

Staff recommends that the Council hold the required public hearing to receive public comments and take action for approval.



City of Kerrville Planning Department Report

To: Planning & Zoning Commission

Agenda Item: 3A

Planning File #: 2015-043

Hearing Date: October 1, 2015

Representative: David L. Jackson

Location: Located on the southwest side of Bandera Highway between Oak Hollow Drive East and Riverhill Boulevard East. 2180 Bandera Highway

Legal Description: 3.33 acres of land, more or less, out of the John A. Southmayd Survey No. 148, Abstract No. 288 in Kerr County, Texas, and being a part of a 7.9 acre tract and all of a 1.6 acre tract recorded in Volume 243, Page 95 and Volume 288, Page 568 of the Deed Records of Kerr County, Texas said two tracts being parts of a 24.56 acre tract recorded in Volume 221, Page 468 of the Deed Records of Kerr County, Texas

Total Acreage: 3.33

Proposal

Comprehensive Plan Amendment to amend the future land use category from "Low-Density Residential" to "General Commercial"

Procedural Requirements

The application was published in The Hill Country Community Journal, an official newspaper of general circulation on September 16, 2015. Notices were sent to property owners within two hundred (200) feet of the subject property on September 21, 2015. Additionally, notice of this meeting was posted at city hall and on the city's internet website on September 18, 2015, in accordance with Section 551.043(a) of the Texas Government Code.

Recommended Action

Staff recommends that the Commission hold the required public hearing to receive public comments and make a recommendation to the Council.

Notices Mailed

Owners of Property within 200 feet: 19

Topography

The subject property is relatively flat with little vegetation, besides grass and is undeveloped.

Adjacent Zoning and Land Uses

Direction: North

Current Base Zoning: "PD-005" and "S-36"

Current Land Uses: Vacant and RV Park

Direction: West

Current Base Zoning: "PD-005"

Current Land Uses: Vacant

Direction: South

Current Base Zoning: "R-1" and "RC"

Current Land Uses: Vacant and Single-Family Residential

Direction: East

Current Base Zoning: "S-36" and "RC"

Current Land Uses: Single-Family Residential and Commercial Strip Center

Transportation

Thoroughfare: Bandera Highway

Existing Character: Two lanes in each direction with no sidewalks

Proposed Changes: None known

Thoroughfare: Oak Hollow Drive East

Existing Character: One lane in each direction with partial sidewalks

Proposed Changes: None known

Parking Information: Office

Minimum vehicle spaces: One (1) space per 300 sq. feet.

Planning & Zoning Commission: Approval

Staff Analysis and Recommendation: Approval

1. Plan Amendment:

The subject property is surrounded by residential, commercial and vacant land. By amending the future land use designation to General Commercial it will create a buffer between the existing residential neighborhood to the south and the office/commercial uses (present and future) to the north and east.

2. Adverse Impacts on Neighboring Lands:

Although, staff has found no evidence of likely adverse impacts on neighboring lands in relation to this plan amendment request, the potential uses could increase traffic. The proposed plan amendment would allow the subject property to request a zoning change in order to be permitted more intense uses. The proposed plan amendment is consistent with properties that have frontage along major roadways such as Bandera Highway.

3. Health, Safety and Welfare:

Staff has found no indication of likely adverse effects on the public health, safety, or welfare.

4. Size of Tract:

The subject property is approximately 3.33 acres in size, which should be able to reasonably accommodate the proposed office/commercial uses.

5. Other Factors:

None.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-22**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF KERRVILLE, TEXAS, PURSUANT TO CHAPTER 213 OF THE TEXAS LOCAL GOVERNMENT CODE; BY REVISING THE FUTURE LAND USE PLAN FOR AN APPROXIMATE 1.94 ACRES AND 1.39 ACRES TRACTS OF LAND LOCATED ADJACENT TO AND SOUTH OF BANDERA HIGHWAY (SH 173) AND BETWEEN THE HIGHWAY'S INTERSECTIONS WITH RIVERHILL BOULEVARD EAST TO THE WEST AND OAK HOLLOW DRIVE EAST TO THE EAST; AND CHANGING THE FUTURE LAND USE OF THIS AREA FROM LOW-DENSITY RESIDENTIAL TO GENERAL COMMERCIAL

WHEREAS, City Council adopted Ordinance No. 2002-14 on July 9, 2002, which adopted the *Kerrville Comprehensive Plan—A Link To The Future* as the City's Comprehensive Plan (Plan); and

WHEREAS, the Plan, pursuant to Section 213.002 of the Texas Local Government Code, was adopted as a planning tool for the long-range development of the City; and

WHEREAS, a Future Land Use Plan ("FLUP") was included as part of the Plan; and

WHEREAS, Section 211.004 of the Texas Local Government Code requires zoning regulations to be adopted in accordance with the Plan; and

WHEREAS, the Plan, specifically the FLUP, as found at figure 3.2 of the Plan, must now be amended in conjunction with a pending application for a zoning change; and

WHEREAS, the City Council finds that a public hearing was held on the proposed revisions to the Plan as required by law and the Council has heard and considered any such comments; and

WHEREAS, the City Council finds it in the public interest to amend the Plan as provided herein;

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

SECTION ONE. The above recitals and findings are hereby found to be true and correct.

SECTION TWO. The *City of Kerrville Comprehensive Plan – A Link To The Future*, and specifically the FLUP, is amended by changing the future land use designation from "Low-Density Residential" to "General Commercial" for the property, as described and depicted at

Exhibit A, consisting of an approximate 1.94 acres and 1.39 acres tracts of land, out of the John A. Southmayd Survey No. 148, Abstract No. 288, within the City of Kerrville, Kerr County, Texas, and more commonly referred to as 2180 Bandera Highway.

SECTION THREE. The provisions contained herein amend and revise, as appropriate, the provisions of Ordinance No. 2002-14 and specifically the FLUP. Further, that the provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

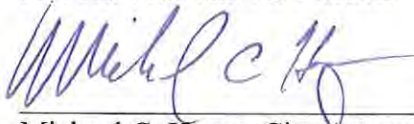
SECTION FOUR. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding will not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, hereby declares that it 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.

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

FIELD NOTES DESCRIPTION FOR 1.94 ACRES OF LAND OUT OF THE
IQ INVESTMENTS, LTD. LAND ALONG STATE HIGHWAY NO. 173 IN
THE CITY OF KERRVILLE, KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 1.94 acres, more or less, out of John A. Southmayd Survey No. 148, Abstract No. 288 in the City of Kerrville, Kerr County, Texas; part of a certain 3.333 acre tract conveyed from Southern Investments, Inc. to IQ Investments, Ltd. by a Warranty Deed executed the 5th day of October, 2004 and recorded in Volume 1392 at Page 24 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake found at the intersection of the southwest right-of-way line of State Highway No. 173 (aka Bandera Highway) and the northwest right-of-way line of Oak Hollow Drive, a sixty (60) ft. wide public street (Ref: Vol. 5 Pg. 179, Plat Records) for the east corner of the herein described tract and said 3.333 acre tract;

THENCE, along the northwest right-of-way line of said Oak Hollow Drive with the southeast line of said 3.333 acre tract S44°52'10"W, 222.64 ft. to a 1/2" iron stake found at a fence cornerpost for the southeast corner of the herein described tract, a southeasterly corner of 3.333 acre tract and the east corner of a certain 0.057 acre tract conveyed as TRACT 2 from Guy W. Dean, Jr. and Doris E. Dean to Richard E. Cremer and Bernadine A. Cremer by a Warranty Deed with Vendor's Lien executed the 31st day of December, 1980 and recorded in Volume 243 at Page 95 of the Deed Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 3.333 and 0.057 acre tracts: N44°53'33"W, 50.15 ft. to a fence cornerpost for a reentrant corner of the herein described tract and 3.333 acre tract, and the north corner of 0.057 acre tract; and S45°02'52"W, 50.18 ft. to a 5/8" iron stake found at a fence cornerpost for the southwest corner of the herein described tract, a reentrant corner of 3.333 acre tract, and the west corner of 0.057 acre tract;

THENCE, upon, over and across said 3.333 acre tract N45°36'47"W, 244.33 ft. to a 1/2" iron stake set in its northwest line for the west corner of the herein described tract;

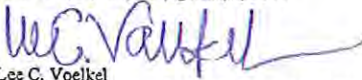
THENCE, with the northwest line of said 3.333 acre tract: N44°56'39"E, 52.05 ft. to a found 3/8" iron stake; and N44°44'37"E, 276.36 ft. to a 1/2" iron pipe found in the southwest right-of-way line of State Highway No. 173 for the north corner of the herein described tract and 3.333 acre tract;

THENCE, along the southwest right-of-way line of said State Highway No. 173 with the northeast line of said 3.333 acre tract 300.52 ft. along the arc of a 03°50' curve to the left subtended by an 11°32'07" central angle and 1492.69 ft. radius (long chord: S34°48'40"E, 300.02 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: September 10, 2015

Dated this 21st day of September, 2015


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

Firm Registration N° 100528-00

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 1.39 ACRES OF LAND OUT OF THE
IQ INVESTMENTS, LTD. LAND ALONG OAK HOLLOW DRIVE IN THE
CITY OF KERRVILLE, KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 1.39 acres, more or less, out of John A. Southmayd Survey No. 148, Abstract No. 288 in the City of Kerrville, Kerr County, Texas; part of a certain 3.333 acre tract conveyed from Southern Investments, Inc. to IQ Investments, Ltd. by a Warranty Deed executed the 5th day of October, 2004 and recorded in Volume 1392 at Page 24 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron stake found in the northwest right-of-way line of Oak Hollow Drive, a sixty (60) ft. wide public street (Ref: Vol. 5 Pg. 179, Plat Records) for the south corner of the herein described tract and said 3.333 acre tract;

THENCE, with the southwest line of said 3.333 acre tract N45°07'11"W, 294.47 ft. to a 5/8" iron stake found for the west corner of the herein described tract and 3.333 acre tract;

THENCE, with the northwest line of said 3.333 acre tract N44°56'39"E, 204.66 ft. to a 1/4" iron stake set for the north corner of the herein described tract;

THENCE, upon, over and across said 3.333 acre tract S45°36'47"E, 244.33 ft. to a 5/8" iron stake found at a fence cornerpost for a reentrant corner of 3.333 acre tract and the west corner of a certain 0.057 acre tract conveyed as TRACT 2 from Guy W. Dean, Jr. and Doris E. Dean to Richard E. Cremer and Bernadine A. Cremer by a Warranty Deed with Vendor's Lien executed the 31st day of December, 1980 and recorded in Volume 243 at Page 95 of the Deed Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 3.333 and 0.057 acre tracts S45°14'19"E, 49.91 ft. to a 5/8" iron pipe found at a fence cornerpost in the northwest right-of-way line of said Oak Hollow Drive for the east corner of the herein described tract, a southeasterly corner of 3.333 acre tract, and the south corner of 0.057 acre tract;

THENCE, along the northwest right-of-way line of said Oak Hollow Drive with the southeast line of said 3.333 acre tract S44°52'39"W, 206.87 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)

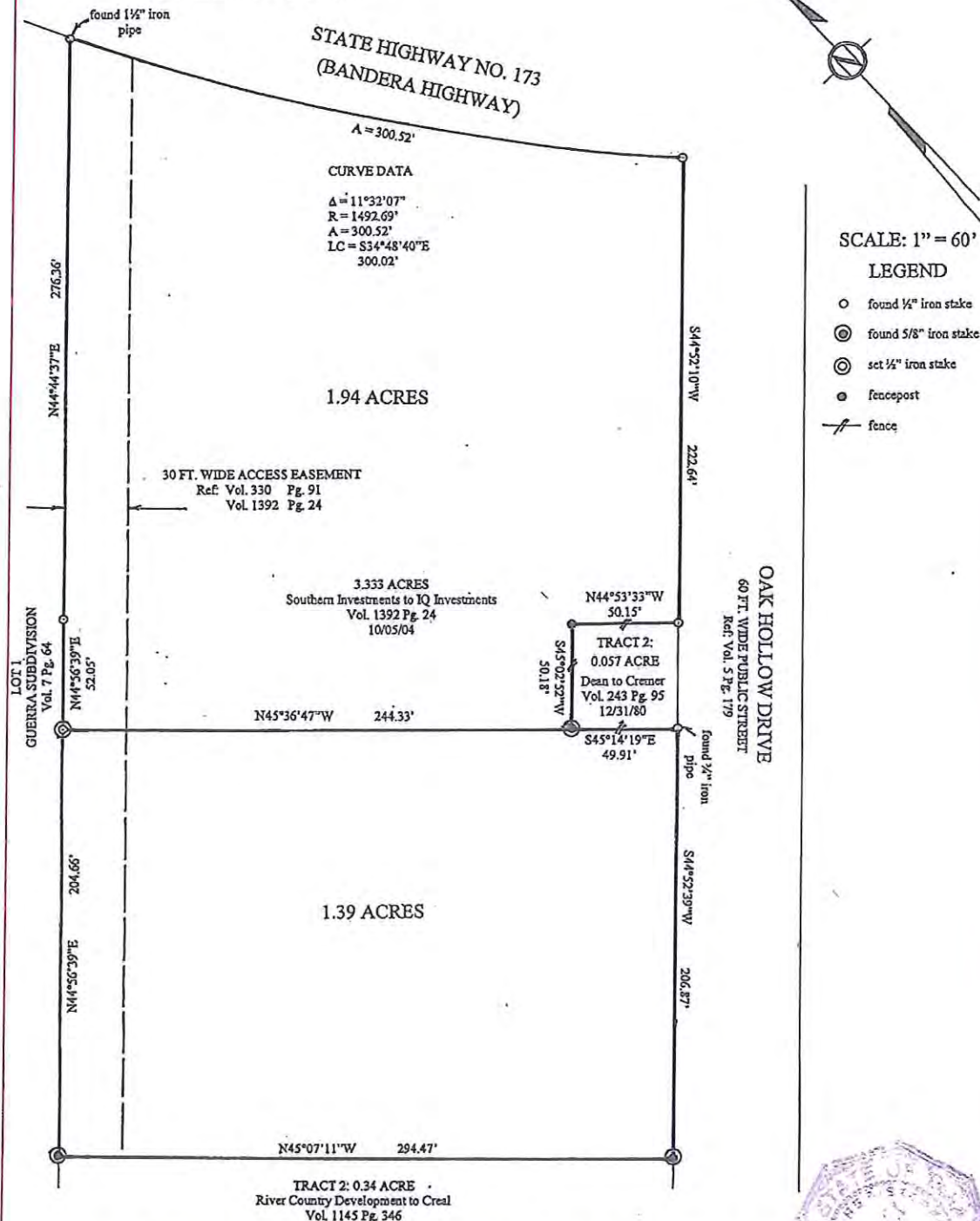
Date Surveyed: September 10, 2015

Dated this 21st day of September, 2015



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



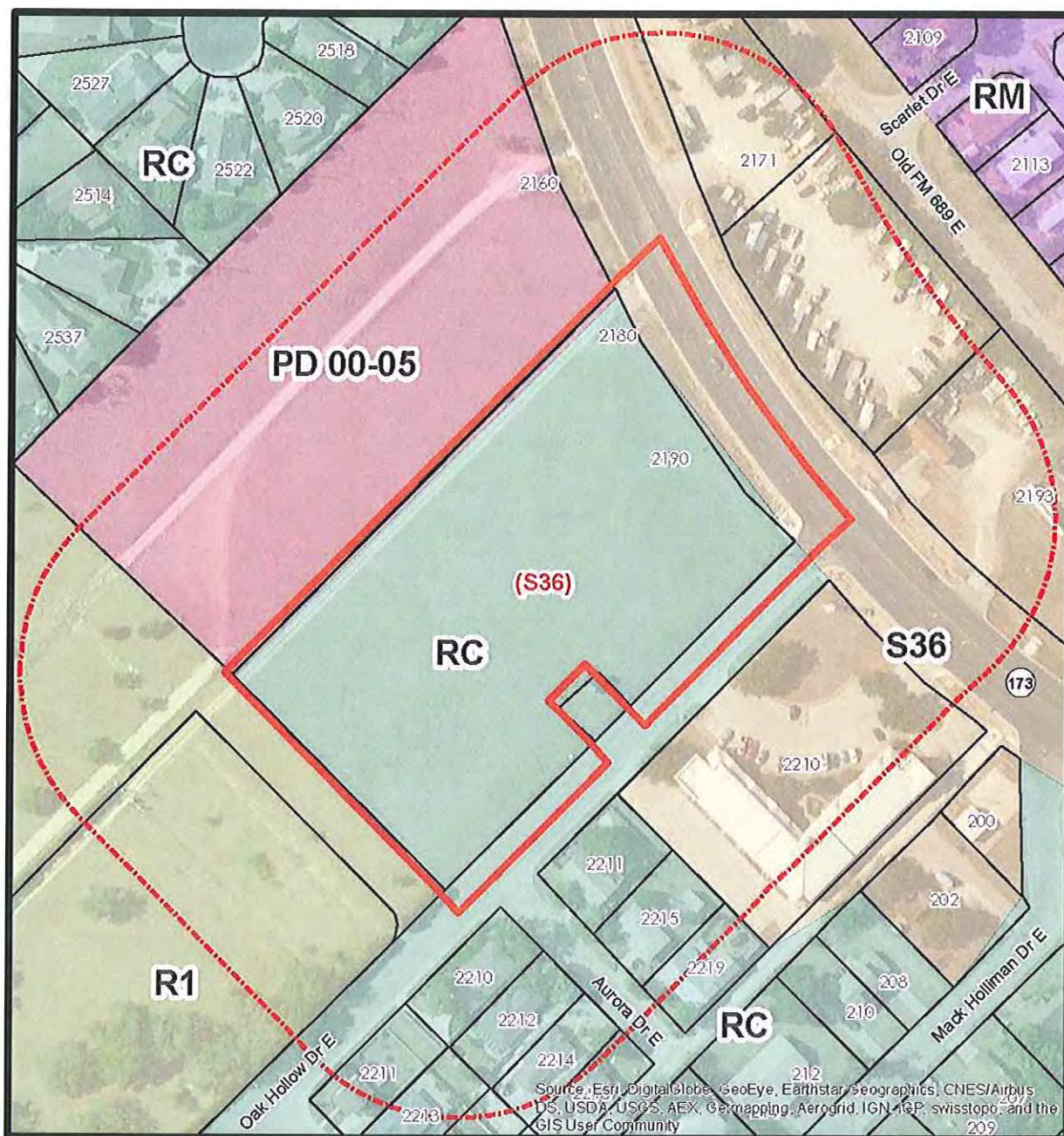


I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and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

Date Surveyed: September 10, 2015

Dated this 21st day of September, 2015

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



Zoning Case Location Map

Case Z2015-042

Location:
2190 Bandera Hwy

Legend

200' Notification Area
Subject Properties
Current Zoning
Requested Zoning

TEXT
(TEXT)



0 50 100 200
Scale In Feet

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

Agenda Item:

4B. Ordinance No. 2015-23 amending the City's "Zoning Code" by changing the zoning district for an approximate 1.94 acres and 1.39 acres tracts of land located adjacent to and south of Bandera Highway (SH173) and between the highway's intersections with Riverhill Boulevard East to the west and Oak Hollow Drive East to the east, otherwise known as 2180 Bandera Highway; by removing the combined 3.33 acre property, more or less, from the residential cluster (RC) zoning district and placing it within the 36-S zoning district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. (staff)

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

SUBJECT: Second reading of the Ordinance & Action concerning requested zoning change from (RC) Residential Cluster District to (S-36) South Side 36-District for an approximate 3.33 acres tract. 3.33 acres of land, more or less, out of the John A. Southmayd Survey No. 148, Abstract No. 288 in Kerr County, Texas, and being a part of a 7.9 acre tract and all of a 1.6 acre tract recorded in Volume 243, Page 95 and Volume 288, Page 568 of the Deed Records of Kerr County, Texas said two tracts being parts of a 24.56 acre tract recorded in Volume 221, Page 468 of the Deed Records of Kerr County, Texas, located on the southwest side of Bandera Highway between Oak Hollow Drive East and Riverhill Boulevard East. 2180 Bandera Highway.

FOR AGENDA OF: November 10, 2015

DATE SUBMITTED: October 30, 2015

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Location Map, P&Z Staff Report
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item is concerning second reading of the ordinance & action concerning a zoning change request from (RC) Residential Cluster District to (S-36) South Side 36-District. The applicant requested the zoning change on August 26, 2015.

A public hearing was conducted by the Planning and Zoning Commission at its regular meeting on October 1, 2015.

A public hearing and 1st reading of the ordinance was conducted by the City Council at its regular meeting on October 27, 2015.

RECOMMENDED ACTION

Staff recommends that the Council hold the required public hearing to receive public comments and take action for approval.



City of Kerrville Planning Department Report

To: Planning & Zoning Commission

Agenda Item: 3B

Planning File #: 2015-042

Hearing Date: October 1, 2015

Representative: David L. Jackson

Location: Located on the southwest side of Bandera Highway between Oak Hollow Drive East and Riverhill Boulevard East. 2180 Bandera Highway

Legal Description: 3.33 acres of land, more or less, out of the John A. Southmayd Survey No. 148, Abstract No. 288 in Kerr County, Texas, and being a part of a 7.9 acre tract and all of a 1.6 acre tract recorded in Volume 243, Page 95 and Volume 288, Page 568 of the Deed Records of Kerr County, Texas said two tracts being parts of a 24.56 acre tract recorded in Volume 221, Page 468 of the Deed Records of Kerr County, Texas

Total Acreage: 3.33

Proposal

Requested zoning change from (RC) Residential Cluster District to (S-36) South Side 36-District

Procedural Requirements

The application was published in The Hill Country Community Journal, an official newspaper of general circulation on September 16, 2015. Notices were sent to property owners within two hundred (200) feet of the subject property on September 21, 2015. Additionally, notice of this meeting was posted at city hall and on the city's internet website on September 18, 2015, in accordance with Section 551.043(a) of the Texas Government Code.

Recommended Action

Staff recommends that the Commission hold the required public hearing to receive public comments and make a recommendation to the Council.

Notices Mailed

Owners of Property within 200 feet: 19

Topography

The subject property is relatively flat with little vegetation, besides grass and is undeveloped.

Adjacent Zoning and Land Uses

Direction: North

Current Base Zoning: "PD-005" and "S-36"

Current Land Uses: Vacant and RV Park

Direction: West

Current Base Zoning: "PD-005"

Current Land Uses: Vacant

Direction: South

Current Base Zoning: "R-1" and "RC"

Current Land Uses: Vacant and Single-Family Residential

Direction: East

Current Base Zoning: "S-36" and "RC"

Current Land Uses: Single-Family Residential and Commercial Strip Center

Transportation

Thoroughfare: Bandera Highway

Existing Character: Two lanes in each direction with no sidewalks

Proposed Changes: None known

Thoroughfare: Oak Hollow Drive East

Existing Character: One lane in each direction with partial sidewalks

Proposed Changes: None known

Parking Information: Office

Minimum vehicle spaces: One (1) space per 300 sq. feet.

Planning & Zoning Commission Recommendation: Approval

Staff Analysis and Recommendation: Approval

1. Consistency:

The property's land use designation is Low-Density Residential. The requested "S-36" base zoning district is not consistent with the adopted land use designation. A plan amendment has been requested. The proposed future land use designation for the subject property is "General Commercial" and will allow for the proposed "S-36" zoning district.

2. Adverse Impacts on Neighboring Lands:

Although, staff has found no evidence of likely adverse impacts on neighboring lands in relation to this zoning change request, the potential uses could increase traffic. The proposed zoning change would allow the subject property to utilize more intense uses than what is permitted in the existing "RC" zoning district. Current planning practices encourage commercial uses to be located along the fringe of neighborhoods that abut major roadways such as Bandera Highway. The proposed uses for the "S-36" zoning district would act as a buffer between the residential neighborhood to the south and the commercial uses and zoning to the north and west.

3. Suitability as Presently Zoned:

Both the existing and proposed zoning districts are suitable for the subject property. The surrounding commercial uses are of low intensity, having little impact on the existing neighborhoods. In accordance with the City of Kerrville's Zoning Code the "S-36" base zoning district "...is to allow low intensity business uses that are appropriate for the district's location near the River Hill and Oak Hollow residential development..."

4. Health, Safety and Welfare:

Staff has found no indication of likely adverse effects on the public health, safety, or welfare.

5. Size of Tract:

The subject property is approximately 3.33 acres in size, which should be able to reasonably accommodate the proposed office/commercial uses.

6. Other Factors:

None.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-23**

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY CHANGING THE ZONING DISTRICT FOR AN APPROXIMATE 1.94 ACRES AND 1.39 ACRES TRACTS OF LAND LOCATED ADJACENT TO AND SOUTH OF BANDERA HIGHWAY (SH 173) AND BETWEEN THE HIGHWAY'S INTERSECTIONS WITH RIVERHILL BOULEVARD EAST TO THE WEST AND OAK HOLLOW DRIVE EAST TO THE EAST, OTHERWISE KNOWN AS 2180 BANDERA HIGHWAY; BY REMOVING THE COMBINED 3.33 ACRE PROPERTY, MORE OR LESS, FROM THE RESIDENTIAL CLUSTER (RC) ZONING DISTRICT AND PLACING IT WITHIN THE 36-S ZONING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2000.00); ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing which was held before the City Council on October 1, 2015, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for the property making up approximately 3.33 acres and located adjacent to and south of Bandera Highway (SH 173) and between the highway's intersections with Riverhill Boulevard East to the west and Oak Hollow Drive East to the east, otherwise known as 2180 Bandera Highway; such change to result in the removal of the property from the Residential Cluster (RC) Zoning District to placement of the property within the 36-S Zoning District; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on October 27, 2015, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to change the zoning district for the property described below by placing it within the 36-S Zoning District;

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

SECTION ONE. The zoning district for the following property located adjacent to and south of Bandera Highway (SH 173) and between the highway's intersections with Riverhill Boulevard East to the west and Oak Hollow Drive East to the east, otherwise known as 2180 Bandera Highway, is changed from the Residential Cluster (RC) Zoning District to the 36-S Zoning District:

Being all of certain tracts or parcels of land containing a combined 3.33 acres, more or less, out of the John A. Southmayd Survey No. 148, Abstract 288, within the City of Kerrville, Kerr County, Texas, and being a part of a 7.9 acre tract and all of a 1.6 acre tract, as recorded in Volume 243, Page 95, and Volume 288, Page 568, respectively, of the Real Property Records of Kerr County, Texas, and being more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes.

SECTION TWO. The City Manager or designee is authorized and directed to amend the City's official zoning map to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with Section 11-I-4(c) of the City's Zoning Code.

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

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

SECTION FIVE. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, Chapter 1 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 SIX. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, 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 SEVEN. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07b. of the City Charter.

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

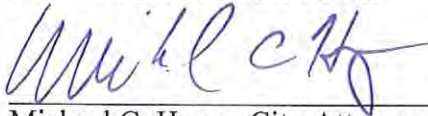
PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ of _____, A.D., 2015.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

FIELD NOTES DESCRIPTION FOR 1.94 ACRES OF LAND OUT OF THE
IQ INVESTMENTS, LTD. LAND ALONG STATE HIGHWAY NO. 173 IN
THE CITY OF KERRVILLE, KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 1.94 acres, more or less, out of John A. Southmayd Survey No. 148, Abstract No. 288 in the City of Kerrville, Kerr County, Texas; part of a certain 3.333 acre tract conveyed from Southern Investments, Inc. to IQ Investments, Ltd. by a Warranty Deed executed the 5th day of October, 2004 and recorded in Volume 1392 at Page 24 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake found at the intersection of the southwest right-of-way line of State Highway No. 173 (aka Bandera Highway) and the northwest right-of-way line of Oak Hollow Drive, a sixty (60) ft. wide public street (Ref: Vol. 5 Pg. 179, Plat Records) for the east corner of the herein described tract and said 3.333 acre tract;

THENCE, along the northwest right-of-way line of said Oak Hollow Drive with the southeast line of said 3.333 acre tract S44°52'10"W, 222.64 ft. to a 1/2" iron stake found at a fence cornerpost for the southeast corner of the herein described tract, a southeasterly corner of 3.333 acre tract and the east corner of a certain 0.057 acre tract conveyed as TRACT 2 from Guy W. Dean, Jr. and Doris E. Dean to Richard E. Cremer and Bernadine A. Cremer by a Warranty Deed with Vendor's Lien executed the 31st day of December, 1980 and recorded in Volume 243 at Page 95 of the Deed Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 3.333 and 0.057 acre tracts: N44°53'33"W, 50.15 ft. to a fence cornerpost for a reentrant corner of the herein described tract and 3.333 acre tract, and the north corner of 0.057 acre tract; and S45°02'52"W, 50.18 ft. to a 5/8" iron stake found at a fence cornerpost for the southwest corner of the herein described tract, a reentrant corner of 3.333 acre tract, and the west corner of 0.057 acre tract;

THENCE, upon, over and across said 3.333 acre tract N45°36'47"W, 244.33 ft. to a 1/2" iron stake set in its northwest line for the west corner of the herein described tract;

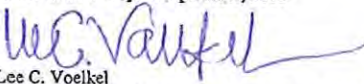
THENCE, with the northwest line of said 3.333 acre tract: N44°56'39"E, 52.05 ft. to a found 3/8" iron stake; and N44°44'37"E, 276.36 ft. to a 1/2" iron pipe found in the southwest right-of-way line of State Highway No. 173 for the north corner of the herein described tract and 3.333 acre tract;

THENCE, along the southwest right-of-way line of said State Highway No. 173 with the northeast line of said 3.333 acre tract 300.52 ft. along the arc of a 03°50' curve to the left subtended by an 11°32'07" central angle and 1492.69 ft. radius (long chord: S34°48'40"E, 300.02 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: September 10, 2015

Dated this 21st day of September, 2015


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

Firm Registration N° 100528-00

FIELD NOTES DESCRIPTION FOR 1.39 ACRES OF LAND OUT OF THE
IQ INVESTMENTS, LTD. LAND ALONG OAK HOLLOW DRIVE IN THE
CITY OF KERRVILLE, KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 1.39 acres, more or less, out of John A. Southmayd Survey No. 148, Abstract No. 288 in the City of Kerrville, Kerr County, Texas; part of a certain 3.333 acre tract conveyed from Southern Investments, Inc. to IQ Investments, Ltd. by a Warranty Deed executed the 5th day of October, 2004 and recorded in Volume 1392 at Page 24 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron stake found in the northwest right-of-way line of Oak Hollow Drive, a sixty (60) ft. wide public street (Ref: Vol. 5 Pg. 179, Plat Records) for the south corner of the herein described tract and said 3.333 acre tract;

THENCE, with the southwest line of said 3.333 acre tract N45°07'11"W, 294.47 ft. to a 5/8" iron stake found for the west corner of the herein described tract and 3.333 acre tract;

THENCE, with the northwest line of said 3.333 acre tract N44°56'39"E, 204.66 ft. to a 1/2" iron stake set for the north corner of the herein described tract;

THENCE, upon, over and across said 3.333 acre tract S45°36'47"E, 244.33 ft. to a 5/8" iron stake found at a fence cornerpost for a reentrant corner of 3.333 acre tract and the west corner of a certain 0.057 acre tract conveyed as TRACT 2 from Guy W. Dean, Jr. and Doris E. Dean to Richard E. Cremer and Bernadine A. Cremer by a Warranty Deed with Vendor's Lien executed the 31st day of December, 1980 and recorded in Volume 243 at Page 95 of the Deed Records of Kerr County, Texas;

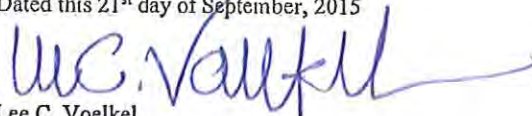
THENCE, along a fence with the common line between said 3.333 and 0.057 acre tracts S45°14'19"E, 49.91 ft. to a 5/8" iron pipe found at a fence cornerpost in the northwest right-of-way line of said Oak Hollow Drive for the east corner of the herein described tract, a southeasterly corner of 3.333 acre tract, and the south corner of 0.057 acre tract;

THENCE, along the northwest right-of-way line of said Oak Hollow Drive with the southeast line of said 3.333 acre tract S44°52'39"W, 206.87 ft. to the PLACE OF BEGINNING.

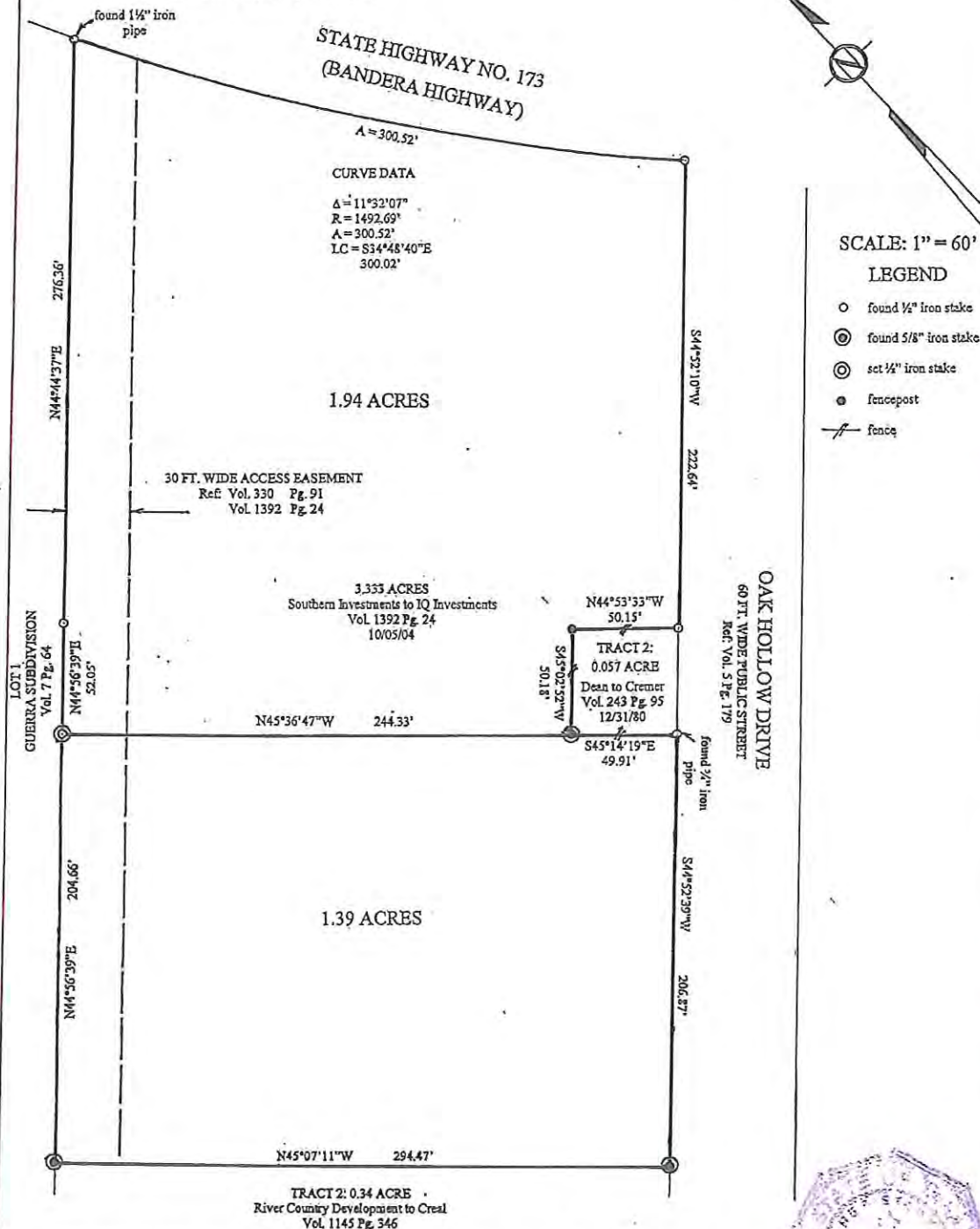
I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all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

Date Surveyed: September 10, 2015

Dated this 21st day of September, 2015


Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for 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: September 10, 2015

Dated this 21st day of September, 2015

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

Agenda Item:

5A. Ordinance No. 2015-24 amending Ordinance No. 2006-01, which granted Atmos Energy Corporation a franchise to furnish, transport, and supply gas to the general public within the City of Kerrville, Kerr County, Texas, by extending the term of the franchise ordinance for an additional ninety (90) days through the end of March 29, 2016. (staff)

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

SUBJECT: Ordinance No. 2015-24 amending Ordinance No. 2006-01, which granted Atmos Energy Corporation a franchise to furnish, transport, and supply gas to the general public within the City of Kerrville, Kerr County, Texas, by extending the term of the Franchise Ordinance for an additional ninety (90) days through the end of March 29, 2016 [**FIRST OF THREE ORDINANCE READINGS**]

FOR AGENDA OF: November 9, 2015 **DATE SUBMITTED:** November 2, 2015

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

EXHIBITS: Ordinance No. 2015-24; letter from Atmos Energy Corp.

AGENDA BILL MAILED TO: Atmos Energy Corp. c/o Erikka L. Hise, attorney; Randy Hartford, Manager Public Affairs

APPROVED FOR SUBMITTAL BY CITY MANAGER: *[Signature]*

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

PAYMENT TO BE MADE TO: NA

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City is currently engaged in ongoing negotiations with Atmos Energy Corporation ("Atmos"), with respect to a new franchise agreement between the City and Atmos. The agreement, in the form of an ordinance, is necessary to authorize Atmos to continue utilizing City property (rights-of-way) for the transport and delivery of natural gas to their customers within the City.

The City charter requires three readings for each new franchise ordinance. Based upon this requirement, the number of Council meetings remaining this year, newspaper notice requirements, and other timing issues, representatives of each party agreed to postpone the adoption of a new franchise and to extend the existing franchise agreement for ninety days.

The attached ordinance will amend the existing franchise ordinance by extending its term for ninety days, through March 29, 2016.

RECOMMENDED ACTION

Adoption of Ordinance on 1st reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-24**

AN ORDINANCE AMENDING ORDINANCE 2006-01, WHICH GRANTED ATMOS ENERGY CORPORATION A FRANCHISE TO FURNISH, TRANSPORT, AND SUPPLY GAS TO THE GENERAL PUBLIC WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, BY EXTENDING THE TERM OF THE FRANCHISE ORDINANCE FOR AN ADDITIONAL NINETY DAYS THROUGH THE END OF MARCH 29, 2016

WHEREAS, Atmos Energy Corporation ("Atmos"), is authorized to furnish, transport, and supply gas to the general public in the City of Kerrville pursuant to Ordinance No. 2006-01, adopted by City Council following the third reading of said franchise ordinance (the "Franchise") on January 10, 2006; and

WHEREAS, representatives for both the City and Atmos are seeking the renewal of the Franchise, which will expire on January 1, 2016, and are engaged in ongoing negotiations; and,

WHEREAS, despite these negotiations, the representatives for each party have yet to reach an agreement on a new Franchise but believe that a new deal is imminent, but in any event, can be reached on or before the extension of the Franchise by ninety days; and

WHEREAS, based upon this recommendation, both the City and Atmos wish to extend the term of the Franchise for ninety days through March 29, 2016;

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

The term of the Franchise, as adopted by the City Council pursuant to Ordinance No. 2006-01, as between the City of Kerrville, Texas, and Atmos Energy Corporation, which is to terminate on December 31, 2015, shall be extended for an additional ninety days through March 29, 2016, unless sooner terminated by either party.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, 2015.

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

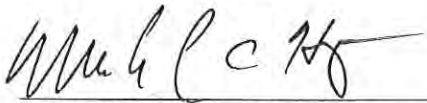
PASSED AND APPROVED ON SECOND READING AND FINAL READING, this the ____ day of _____, 2016.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



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

October 26, 2015

Todd Parton
City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028

RE: Extension of Ordinance No. 2006-01

Dear Mr. Parton:

Atmos Energy Corporation hereby confirms its commitment to continue to operate in the City of Kerrville under and be bound by the terms and conditions of Ordinance No. 2006-01.

This commitment shall be in effect for the duration of negotiations leading up to final passage and approval of a new franchise ordinance. Please let me know if you have additional questions or concerns regarding this Letter of Commitment.

Sincerely,

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

Randy Hartford
Manager of Public Affairs

CITY OF KERRVILLE

Received by: _____ Date: _____, 2015

Printed Name: _____ Title: _____

Agenda Item:

6A. Resolution No. 35-2015 authorizing publication of notice of intention to issue certificates of obligation for the purpose of financing waterworks and sewer system improvements to include design and construction of effluent ponds.
(staff)

SUBJECT: Resolution Authorizing Publication of Notice of Intent to Issue Certificates of Obligation

SUBMITTED BY: Sandra Yarbrough
Director of Finance

CLEARANCES: Todd Parton
City Manager

AGENDA MAILED TO:

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

REVIEWED BY THE FINANCE DIRECTOR:

The FY16 budget includes CIP projects funded by Certificates of Obligation (COs). While COs are backed by the full faith and credit of the City, the water/wastewater debt issued for the water and wastewater projects will be funded with revenue from the water/wastewater fund which is dedicated to these specific purposes. The debt will be used to acquire, construct and equip extensions and/or improvements to the City's water and wastewater systems, specifically construction of a storage pond, pump station, gravity pipeline from the wastewater treatment plant, pipeline connections to the existing reuse system, and distributions mains for the delivery of reuse water, with the ability to utilize any remaining funds for water and sewer utility projects, and for paying professional services related thereto.

RECOMMENDED ACTION

Approve resolution authorizing publication of notice of intent to issue certificates of obligation.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 35-2015**

**A RESOLUTION AUTHORIZING PUBLICATION OF
NOTICE OF INTENTION TO ISSUE CERTIFICATES OF
OBLIGATION FOR THE PURPOSE OF FINANCING
WATERWORKS AND SEWER SYSTEM IMPROVEMENTS**

WHEREAS, the City Council of the **CITY OF KERRVILLE, TEXAS** (the "**City**") hereby determines that it is necessary and desirable to plan, acquire, construct, and equip extensions and improvements to the City's waterworks and sewer system, including but not limited to wastewater effluent reuse treatment, storage and delivery facilities (the "**Projects**"); and

WHEREAS, the City Council of the City intends to finance the Projects from proceeds derived from the sale of a series of *Combination Tax and Revenue Certificates of Obligation* issued by the City pursuant to Sections 271.041-271.064, Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 271.049, Texas Local Government Code, the City Council deems it advisable to give notice of intention to issue certificates of obligation in an amount not to exceed an aggregate of \$10,000,000.00 in principal amount for the purpose of paying, in whole or in part, the Projects, to pay all or a portion of the legal, fiscal, and engineering fees in connection with the Projects, and to pay the costs of issuance related to the certificates of obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION ONE. Approval of Notice of Intention. Attached hereto is a form of the "Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation," the form and substance of which is hereby adopted and approved.

SECTION TWO. Authorization to Publish Notice of Intention. The City Secretary shall cause said notice to be published in substantially the form attached hereto in a newspaper, as defined in Section 2051.044, Texas Government Code, that is of general circulation in the area of the City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 31 days before the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in said notice. The City Manager and the Finance Director are each authorized to make changes to said Notice as necessary prior to its publication.

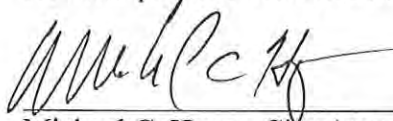
SECTION THREE. Incorporation of Recitals. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

SECTION FOUR. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED ON this the ____ day of November, A.D., 2015.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

**CITY OF KERRVILLE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

The City Council of the City of Kerrville, Texas (the "City") does hereby give notice of intention to issue one or more series of *City of Kerrville, Texas Combination Tax and Revenue Certificates of Obligation* in the maximum aggregate principal amount not to exceed \$10,000,000.00 for the purpose of paying, in whole or in part, contractual obligations to plan, acquire, construct, and equip extensions and improvements to the City's waterworks and sewer system including but not limited to wastewater effluent reuse treatment, storage and delivery facilities (the "Projects") and for paying all or a portion of the legal, fiscal and engineering fees in connection with the Projects and the costs of issuance related to such Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City within the limits provided by law and from a lien on and pledge of "Surplus Revenues" received by the City from the ownership and operation of the City's waterworks and sewer system. The City Council proposes to authorize the issuance of such Certificates of Obligation at 6:00 p.m. on Tuesday, January 12, 2016, at a Regular Meeting, at the City Hall, Kerrville, Texas.

Brenda G. Craig
City Secretary,
City of Kerrville, Texas

Agenda Item:

6B. Resolution No. 36-2015 casting votes of the City of Kerrville, Texas, for Kerr Central Appraisal District Board of Directors. (staff)

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

SUBJECT: Resolution No. 36-2015 casting the City of Kerrville's ballot to elect persons to the Kerr Central Appraisal District Board of Directors 2016/2017 term

FOR AGENDA OF: November 10, 2015 **DATE SUBMITTED:** November 3, 2015

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

EXHIBITS: Email from KCAD dated October 28, 2015
Resolution No. 36-2015; KCAD Board of Director's 2016/2017 ballot

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

On October 28, 2015, the City of Kerrville received a ballot from the Kerr Central Appraisal District (KCAD) with five candidates for five positions for the KCAD Board of Directors. Directors are elected to two-year terms, and candidates elected will serve the 2016/2017 term.

The ballot includes Justin MacDonald, who has previously served as the city's representative on KCAD.

There are a total of 5,000 votes distributed among the taxing entities in Kerr County. The City of Kerrville is allocated 716 votes. The city council may allocate all its votes entirely to one candidate or split the votes between two or more candidates. The city may not initiate the recall of a director unless it has cast at least one vote for that director.

The city must cast its ballot before December 31, 2015.

RECOMMENDED ACTION

Approval of Resolution No. 36-2015 casting 712 votes for Justin MacDonald and casting one vote for each of the remaining four candidates; this will ensure that the city has standing in the unlikely event of a recall of any of the five board members.

Brenda Craig

From: Fourth Coates <Fourth.coates@kerrcad.org>
Sent: Wednesday, October 28, 2015 9:41 AM
To: cojudge@co.kerr.tx.us; dan.troxell@kerrvilleisd.net; 'Michael Carrales'; Mayor; Todd Parton; Brenda Craig; rtempleton@ingramisd.net; 'Orr, Bill'; 'Stevenson, Chris'; 'Eckert, Loretta'; 'Crystal Dockery'; 'Cody Newcomb'; city@ingramtx.com; bill.bacon@divideisd.org; leslie.vann@comfort.txed.net; 'Hall, Margie'; 'PENNY WHITE'
Cc: sharon.constantinides@kerrcad.org
Subject: Kerr CAD Ballot for 2016/2017 Term
Attachments: 2016-2017 BOD Ballot.pdf

Importance: High

To: Governing Bodies of Participating Taxing Entities Served by Kerr CAD
From: P.H. "Fourth" Coates, IV – Chief Appraiser
Re: Kerr CAD 2016-2017 BOD Member Ballot
Date: October 28, 2015

Message: Attached is the Ballot for the election of the 2016-2017 Board of Directors for the Kerr Central Appraisal District. Please cast the allocated votes for your entity for the candidate or candidates of your choice and return them to me along with a resolution or a copy of the portion of your minutes containing the voting. Each entity may cast all of its allocated for one candidate or may divide its votes between two or more candidates. **The entity may not initiate a recall of a director unless it casts at least one vote for that director.** Once the ballots are received they will be tabulated. Since there are five positions and five nominees the nominated candidates will serve as the 2016-2017 board of directors.

Please do not hesitate to contact me if you need further clarification.

Thank you

PHONE 830-895-5223
FAX 830-895-5227

KERR CENTRAL APPRAISAL DISTRICT

P.O. BOX 294387
1836 JUNCTION HIGHWAY
KERRVILLE, TEXAS 78029

BOARD OF DIRECTOR'S 2016/2017 BALLOT

<u>CANDIDATE</u>	<u>NOMINATING ENTITY</u>	<u>VOTES CAST</u>
1. Mark Bigott	Kerrville ISD/ Kerr County	_____
2. Jack Parks	Kerr County	_____
3. Charles Lewis	Kerr County/Comfort ISD	_____
4. Justin MacDonald	Kerr County	_____
5. Ray Orr	Kerrville ISD/Kerr County	_____

Please cast your **allotted votes** (see below) for the candidate or candidates of your choice and **return to the Chief Appraiser**. Each entity may cast all of its allocated votes for one candidate or may divide its votes between two or more candidates. The entity may not initiate a recall of a director unless it casts at least one vote for that director. The votes will be counted and the Board Members for the 2016/2017 term. There are five elected positions on the Kerr Central Appraisal District Board of Directors. The County Tax Assessor/Collector serves as a non-voting member by state statute.

<u>Entity Name</u>	<u>Votes Allocated</u>
City of Ingram	28
City of Kerrville	716
Kerr County	1,167
Center Point ISD	191
Comfort ISD	131
Divide ISD	32
Harper ISD	31
Hunt ISD	281
Ingram ISD	413
Kerrville ISD	2,004
Medina ISD	7
TOTAL # Votes	5,000

PHONE 830-895-5223
FAX 830-895-5227

Agenda Item:

6C. Joint Resolution of the City of Kerrville, Texas; Kerr County, Texas; Kerrville Independent School District; and Kerrville Public Utility Board supporting the adoption of the rural project plan under consideration by the Texas Department of Transportation. (staff)

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

SUBJECT: Joint resolution of the City of Kerrville, Texas; Kerr County, Texas; Kerrville Independent School District; and Kerrville Public Utility Board supporting the adoption of the rural project plan under consideration by the Texas Department of Transportation

FOR AGENDA OF: Nov. 11, 2015

DATE SUBMITTED: Apr. 16, 2015

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: Joint Resolution

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

Attached is a joint resolution to be considered by Kerr County, Kerrville Independent School District, Kerrville Public Utility Board, and the City of Kerrville. The purpose of the resolution is to establish a formal list of projects for inclusion in the Texas Department of Transportation 10-year rural transportation plan.

If approved by all entities, the resolution will be forwarded by Kerr County Judge Tom Pollard to the San Antonio Area Office of the Texas Department of Transportation (TxDOT). The projects will be added the list of rural area projects being compiled by the San Antonio office. TxDOT will ultimately evaluate each county's proposed projects and develop an implementation program for implementation those that are a priority.

Kerr County's project list was created through a series of joint discussions including Kerr County Judge Tom Pollard, Kerr County Commissioner Jonathan Letz, City of Kerrville Mayor Jack Pratt, Kerr County Sheriff Rusty Hierholzer, Kerrville Public Utility Board General Manager Tracy McCuan, Kerrville Independent School District Superintendent Dr. Dan Troxell, and Kerrville City Manager Todd Parton.

RECOMMENDED ACTION

City staff recommends approval of this joint resolution as presented.

JOINT RESOLUTION

A JOINT RESOLUTION OF THE CITY OF KERRVILLE, TEXAS; KERR COUNTY, TEXAS; KERRVILLE INDEPENDENT SCHOOL DISTRICT; AND KERRVILLE PUBLIC UTILITY BOARD SUPPORTING THE ADOPTION OF THE RURAL PROJECT PLAN UNDER CONSIDERATION BY THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, the governing bodies of the City of Kerrville, Texas; Kerr County, Texas; Kerrville Independent School District; and Kerrville Public Utility Board (collectively referred to herein as "Kerr County Governing Bodies"), all recognize the importance of public safety, strategically placed, constructed, and maintained state roadways within Kerr County and the impact of those roads on the quality of life and economic development of the entire region; and

WHEREAS, the Kerr County Governing Bodies are aware that the Texas Department of Transportation ("TxDOT"), through its district offices, is in the process of creating a rural project road plan for the funding and construction of future transportation projects; and

WHEREAS, the Kerr County Governing Bodies have, over the past few months, considered various state roadway projects for the Kerr County area and reached consensus as to the prioritization of such projects; and

WHEREAS, the Kerr County Governing Bodies find it to be in the public interest to adopt a Kerr County Transportation Project list for TxDOT's consideration and inclusion as part of its Rural Transportation – 10 Year Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODIES OF THE CITY OF KERRVILLE, TEXAS; KERR COUNTY, TEXAS; KERRVILLE INDEPENDENT SCHOOL DISTRICT; AND KERRVILLE PUBLIC UTILITY BOARD:

The Kerr County Governing Bodies concur that the following projects are of equal priority to meet the needs of public safety, traffic flow and community development:

- Construct sidewalks in areas of local schools along state highways,
- Improvements to the Interstate 10 and FM 783 (Harper Road) interchange and the planning and construction of an adjacent access road to be connected to Holdsworth Drive, and
- Improve and widen State Highway 27 from Loop 534 east to Center Point and to the Kendall County line.

These projects are more specifically detailed on the attached Kerr County Transportation Project List (Exhibit A);

The Kerr County Governing Bodies hereby approve the submission of the Kerr County Transportation Project List, attached hereto as **Exhibit A**, to the Texas Department of Transportation for its consideration and inclusion as part of the TxDOT Rural Transportation – 10 Year Plan.

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS ON this the ____ day of _____ A.D., 2015.

Tom Pollard, Kerr County Judge

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE,
TEXAS ON this the ____ day of _____ A.D., 2015.**

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

**PASSED AND APPROVED BY THE BOARD OF THE KERRVILLE INDEPENDENT
SCHOOL DISTRICT ON this the ____ day of _____ A.D., 2015.**

Jack Stevens, President

**PASSED AND APPROVED BY THE BOARD OF THE KERRVILLE PUBLIC UTILITY
BOARD ON this the ____ day of _____ A.D., 2015.**

Stephen Fine, Chairman

EXHIBIT A

TxDOT Rural Transportation - 10-Year Plan Kerr County Transportation Projects

Project Name	Improvements	Scope	Timeline
<u>IH-10:</u> IH-10/Harper Highway Overpass New IH-10 Overpass Diamond Interchange @ IH-10 and Harper Highway	Lower Pavement Section Construct New Overpass Reconstruct Interchange	Lower the Pavement Section Under the Overpass to Accommodate Oversized Loads - Raise Clearance to 16'3" Construct a New Overpass Between Harper Highway and SH-16 Replace the Partial Clover w/Diamond Interchange to Include Service Road(s) to New Overpass	2 Years 5-7 Years 7-10 Years
<u>SH-27:</u> Kerrville to Center Point Center Point to Kendall County Line Harper Road to City of Ingram	Construct 5-Lane Section Construct 5-Lane Section Construct 5-Lane Section	Widen 2-Lane Section to a 5-Lane Section - Includes Appropriate Improvements to Interchanges Along the Highway Segment Widen 2-Lane Section to a 5-Lane Section - Includes Appropriate Improvements to Interchanges Along the Highway Segment Widen 2-Lane Section to a 5-Lane Section - Includes Appropriate Improvements to Interchanges Along the Highway Segment	2 -5 Years 5-7 Years 7-10 Years
<u>SH-173:</u> River Road to Loop 534	Construct 5-Lane Section	Widen 2-Lane Section to a 5-Lane Section	7-10 Years
<u>Spur 100:</u> Intersection w/SH-27	Reconstruct Intersection	Delete included under Kerrville to CP improvements Improve Intersection to Address Safety and Visibility	7-10 Years
<u>Harper Road:</u> Holdsworth Drive to IH-10	Construct 5-Lane Section	Widen Existing Section to 5-Lane Section	7-10 Years
<u>Goat Creek Road:</u> Intersection @ SH-27	Reconstruct Intersection	Improve Intersection to Address Safety and Visibility	7-10 Years
<u>Shepard Reese Road:</u> Intersection @ Thompson Road	Reconstruct Intersection	Improve Intersection to Address Safety and Visibility	7-10 Years
<u>Memorial Boulevard:</u> Entire Section	Construct 5-Lane Section	Widen from 4-Lane Section to a 5-Lane Section - Includes Appropriate Improvements to Interchanges Along the Roadway Segment	7-10 Years
<u>Cypress Creek Road:</u> Golf Avenue to Loop 534 East of Loop 534 for 2 Miles	Construct 4-Lane Section Construct 4-Lane Section	Widen 2-Lane Section to a 4-Lane Section Widen 2-Lane Section to a 4-Lane Section	7-10 Years 7-10 Years
SH-16 Traffic Signal	Install Lighted Traffic Signal	Install a Lighted Traffic Signal at the Intersection of Tennis Drive and SH-16 for Peterson MS Traffic (Morning and Afternoon Traffic)	2 Years
Upper Turtle Creek Rd Bridges	Raise Bridges	Raise All Bridges to Accommodate High Water Caused by Moderate to Heavy Rain Events	7-10 Years
School Zone Flashers	Install Flashers	School Zone Flashers w/Cell Phone Warning on Loop 534 at Tivy HS	1 Year
<u>Pedestrian Facilities:</u> Loop 534 Harper Highway Junction Highway Goat Creek Road SH-16 Thompson Road SH-27	Sidewalk Construction Sidewalk Construction Sidewalk Construction Crosswalk Construction Sidewalk Construction Sidewalk Construction Sidewalk Construction	Student Connection from Tivy HS to Residential Areas Around Singing Winds & Hunters Ridge Apts. Student Connection to Extend from Jackson Road to Holdsworth Drive Student Connection to Extend from Harper Highway to Kerrville City Limits Pedestrian Crossing for Students in Neighborhoods Opposite of Talley ES (KISD Classifies Goat Creek Road as Dangerous and Students are Bused) Complete Pedestrian Connections on Both Sides from Thompson Street to Lehmann Drive Complete Pedestrian Connections on Both Sides fro SH-16 to Lemos Street Complete Pedestrian Connections on Both Sides from SH-16 to Thomspon Road	2 Years 2 Years 2 Years 2 Years 3-5 Years 3-5 Years 3-5 Years

Agenda Item:

6D. Commercial Lease between City and BTP Baseball Ventures LLC for the management of baseball and softball fields at the Holdsworth Athletic Facility.
(staff)

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

SUBJECT: Commercial lease between the City of Kerrville and D-BAT for the indoor athletic facility to be constructed at the athletic complex generally located at the intersection of Holdsworth Drive and Town Creek Road

FOR AGENDA OF: Nov. 11, 2015

DATE SUBMITTED: Nov. 5, 2015

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: Commercial Lease – Draft 11/6/2015

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 negotiated a lease with D-BAT for a commercial lease for the future indoor athletic facility and for the operation of outdoor baseball and softball facilities located at the 105-acre athletic complex located at Holdsworth Drive and Town Creek Road. This lease was negotiated pursuant to the Letter of Intent approved by the Kerrville City Council on April 28, 2015.

D-BAT operates 28 indoor baseball and softball facilities throughout the United States. Through these 28 locations, they offer baseball and softball training services and sell product lines for baseball, softball, and other sports. Training services offered by the company include youth camps and private lessons.

Key provisions of the lease include the following:

1. Initial term of 20 years with two 5-year extension options.
2. Cailloux Foundation and City of Kerrville to construct an outdoor baseball and softball complex.
3. Provide a building of approximately 30,000 square feet to house indoor athletic operations (exterior construction only).
4. D-Bat to finish out the interior of the indoor athletic facility.
5. City of Kerrville to conduct routine maintenance of the outdoor baseball/softball facilities.
6. D-BAT to conduct routine maintenance of the indoor athletic facility.

7. D-BAT to operate the indoor athletic and outdoor baseball/softball facilities.
8. D-BAT to market the baseball/softball facilities and conduct/host special events and tournaments.
9. D-BAT to provide payment of a lease and revenue sharing for tournament concessions. Lease payments due to the city are based on a sliding scale with payments lowered as event activities increase.
10. Kerrville Youth Baseball Softball Association (KYBSA) to be given advance opportunities for scheduling of regular season practices and games.
11. Kerrville Youth Baseball Softball Association (KYBSA) adjusted rates established annually by mutual consent of D-BAT and City of Kerrville.

RECOMMENDED ACTION

City staff recommends that the City Council authorize city staff to execute a commercial lease agreement with D-BAT.

COK DRAFT 11/6/15

COMMERCIAL LEASE

1. PARTIES: The parties to this Commercial Lease ("Lease") are:

Landlord: City of Kerrville, Texas
701 Main Street
Kerrville, Texas 78028

Tenant: BTP Baseball Ventures LLC
500 Riverhill Boulevard
Kerrville, Texas 78028

2. LEASED PREMISES:

- A. Lease: Landlord leases to Tenant a building and a baseball and softball complex to be known as the "Facility", the primary purpose of which is to be used as a public facility.
- B. Facility Design; approval process: Landlord shall, at its cost, be solely responsible for the completion of design and construction of the Facility, subject to the terms of this Agreement. In this regard, Landlord shall enter into and perform all contracts necessary to fully complete the construction of the Facility, which completion for these purposes will result in a "shell" building without interior walls and with interior stub outs for utilities. All schematic design, design development, and construction plans and specifications for the construction of the Facility, including all proposed changes, shall be reviewed and approved by Tenant prior to commencement of any work, such approval to be timely and not unreasonably withheld. All design and construction will conform to applicable City codes, ordinances, regulations, design criteria, building standards and specifications. Any material changes to the final plans and specifications shall require the approval of Tenant, which shall be timely and not unreasonably withheld.
- C. Landlord Obligations to Tenant: Landlord shall construct the Facility equal to approximately 30,000 square feet of heated and air-conditioned space for a baseball and softball training including areas for build out by Tenant of a pro shop, restrooms, meeting room, and offices (the "Indoor Facility"). Landlord shall also construct an outdoor baseball and softball complex, which will include 11 playing fields, lighting for 8 of the playing fields, dugouts, concession stand, restroom facilities, and parking lots (the "Outdoor Facility"). The Indoor Facility and Outdoor Facility are collectively known as the "Facility".

COMMERCIAL LEASE

- D. Tenant Obligations to Landlord: Tenant shall supply and/or pay for all of the interior finish out to include interior walls, floor finishes, electrical and plumbing fixtures, furnishings, and equipment for the Facility, including the turf, netting, lighting, baseball and softball machines, and pro shop fixtures and inventory. Tenant will be responsible for the final approval of the interior design of said training facility, any such interior finish out to be reviewed and approved by Landlord, such approval to be timely and not unreasonably withheld.

3. TERM:

- A. Term: The initial term of this Lease is 20 years, which will begin on the Commencement Date as defined in paragraph 3D. ("Initial Term").
- B. Option Period: Tenant will have two (2) option periods of five (5) years each in length immediately following the Initial Term and under the same terms and conditions as set forth in this Lease. Tenant must give Landlord written notice of its intention to exercise either option at least 180 days before the Initial Term expires and at least 180 days before the first Option Period expires if the first Option Period is exercised.
- C. Certificate of Occupancy: The parties will work together to obtain a certificate of occupancy for the Facility.
- D. Commencement Date: The Commencement Date shall occur when the Landlord has substantially completed all of the Indoor Facility ("Substantial Completion"). Upon Substantial Completion the parties shall execute the Commencement Date Declaration attached hereto as **Exhibit A**.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this Lease, Tenant will pay Landlord base monthly rent. Landlord and Tenant agree that the initial twenty-four (24) months of the Lease will have a base monthly rent of Zero. The initial twenty-four (24) months of the lease will commence upon the first day of the first full month following the issuance of a certificate of occupancy to the Tenant. Thereafter the base monthly rent will be calculated on January 1st of each year based upon the prior calendar year's tournament and teams participation as set forth below:

COMMERCIAL LEASE

The Greater of Number of Tournaments or Number of Teams Participated the Prior Year	Monthly Base Rent for the Facility
0 to 4 Tournaments or 0 to 80 teams during any such tournament(s)	\$14,000.00
5 to 7 Tournaments or 81 to 140 teams during any such tournament(s)	\$12,500.00
8 to 10 Tournaments or 141 to 200 teams during any such tournament(s)	\$10,000.00
11 to 19 Tournaments or 201 to 220 teams during any such tournament(s)	\$ 7,000.00
20+ Tournaments or 400+ teams during any such tournament(s)	\$ 0.00

- B. Place of Payment: Tenant will remit all amounts due Landlord under this Lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

CITY MANAGER
CITY OF KERRVILLE
CITY HALL, 701 MAIN STREET
KERRVILLE, TEXAS 78028

- C. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this Lease.
- D. Late Charges: If Landlord does not receive a rent payment at the designated place of payment within 15 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the monthly payment amount. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 24.
- E. Returned Checks: Tenant will pay \$45.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. **TAXES**: Tenant is responsible for and shall pay all applicable taxes for its use, sales, and services to include property (ad valorem) for the Indoor Facility upon such time that said Indoor Facility or other future improvements as may be leased by Tenant shall become subject to property taxes, personal property, and sales taxes. Landlord shall make every effort to maintain the tax exempt status of the Facility.

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6. UTILITIES:

- A. Tenant shall be responsible for charges with respect to utilities for its use of the Facility to include water, sewer, electric, gas, telephone, internet, television, and trash. Prior to occupancy, Landlord shall have meters installed for the applicable utilities and Tenant shall set up accounts in its name for all utilities. Landlord shall install separate meters for the Indoor Facility and Outdoor Facility. Landlord is responsible for water, sewage, and trash for the Outdoor Facility.
- B. Landlord will pay utility charges directly to each utility service provider. Any access or alterations to the Facility which is necessary for the furnishing of any utility may be made only with Landlord's prior written consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

7. INSURANCE:

- A. Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
 - (1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of \$2,000,000.00.
 - (2) personal property damage insurance for the business operations being conducted in the Facility and contents in the Facility in an amount sufficient to replace such contents after a casualty loss.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this Lease is in effect, Tenant must, not later than 30 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this Lease is in effect, Landlord may:
 - (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
 - (2) exercise Landlord's remedies under Paragraph 24.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable

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replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

8. USE AND HOURS:

- A. Tenant may use the Facility for training associated with baseball and softball; sales of equipment and concessions; and scheduling, marketing, and managing baseball and softball tournaments.
- B. Unless otherwise specified in this Lease, Tenant will operate and conduct its business in the Facility during business hours that are typical of the industry in which Tenant represents it operates.
- C. The operating hours shall be at Tenant discretion.

9. ADVERTISING:

- A. Landlord shall have the duty and sole right to negotiate, execute, and perform all contracts pertaining to the naming rights to the facility or any portion thereof.
- B. Tenant shall have the duty and sole right to negotiate, execute and perform all contracts concerning the sale, promotion, marketing, and the use of all name, trademarks, tradenames, logos and similar intellectual property rights related to the Outdoor Facility pertaining to tournaments and events subject to review and approval by Landlord, such approval to be timely and not unreasonably withheld.
- C. Tenant shall have the duty and sole right to negotiate, execute and perform all contracts concerning advertising in, on, and around the Outdoor Facility pertaining to tournaments and events subject to review and approval by Landlord, such approval to be timely and not unreasonably withheld.

10. CONCESSIONS:

- A. All concessions, concessions equipment, labor, menu, pricing and the receipt of revenues and the payment of expenses are the responsibility of Tenant unless special arrangements are made with the Landlord. Tenant shall be responsible for all licenses required for concession operation and for maintaining all health standards required by law to operate concessions.
- B. Tenant has the right to enter contracts with Tenant's choice of vendors for the concessions, any such vendor to be reviewed and approved by Landlord, such approval to be timely and not unreasonably withheld.

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- C. Tenant shall pay to Tenant annually ten percent (10%) of the gross revenue from the food and beverage sales in the Outdoor Facility concession during tournaments. The payment is due and payable in quarterly installments based upon the calendar year.

11. MERCHANDISE: Tenant has the sole right to sell merchandise. All merchandise revenue is the property of the Tenant.

12. SCHEDULING:

- A. Tenant has the sole right to schedule events at the Outdoor Facility.
- B. Tenant agrees to work closely with the Kerrville Youth Baseball Softball Association (KYBSA) for scheduling of its regular season practices and games as generally held between March and June. Tenant and Landlord will mutually agree on reduced fields rates for the KYBSA. The reduced rates will be set on January 1 of each year.
- C. Landlord agrees to provide the use of other Landlord owned and operated properties to the Tenant as needed during tournaments.

13. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the Facility to be used for:
 - (1) any activity which is a nuisance or dangerous;
 - (2) any activity that interferes with Landlord's management of the Facility;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, governmental order, Landlord's rules or regulations, or this Lease;
 - (4) any hazardous activity that would require any insurance premium on the Facility to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters; or
 - (6) the permanent or temporary storage of any hazardous material.
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this Lease or later enacted.

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14. SIGNS:

- A. Landlord shall install signage in conformance with its sign regulations. Tenant may then install the characters, letters, or illustrations that will identify it and its services, which must be approved in writing by Landlord.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, sign regulations, and any governmental order relating to signs on the Facility. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the Facility.
- C. Upon Landlord's request, Tenant shall upon move-out and at Tenant's expense, remove, without damage to the sign or Facility, its messages placed on the signs.

15. ACCESS BY LANDLORD:

- A. Landlord may enter the Facility at any time and for any reasonable purpose, including, but not limited for the purpose of repairs, maintenance, and alterations. Landlord may access the Facility after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the Facility.

16. MOVE-IN CONDITION:

Tenant has the right to inspect the Facility prior to move-in. Landlord agrees to have the Facility in usable condition at the time of the occupancy by Tenant.

17. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this Lease ends, Tenant will surrender the Facility in acceptable condition, except for normal wear and tear. Tenant will leave the Facility in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the Facility after Tenant surrenders possession of the Facility, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

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- C. "Surrender" means vacating the Facility and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing 60 days written notice to Tenant before this Lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or Facility, any or all fixtures that were placed on the Property or Facility by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this Lease ends.

18. MAINTENANCE AND REPAIRS OF INDOOR FACILITY:

- A. Cleaning: Tenant must keep the Facility clean and sanitary and dispose of all garbage in appropriate receptacles. Tenant will provide, at its expense, janitorial services to the Facility that are customary and ordinary for the property type.
- B. Repairs of Conditions: Each party must repair a condition in need of repair that is required to be fixed.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 14, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the Facility (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. Tenant is responsible for the repair and maintenance of its personal property. The specified items include and relate only to real property in the Facility as follows: *(Check all that apply.)*

		N/A	Landlord	Tenant
(1)	Foundation, exterior walls, roof, and other structural components.....	☐	☒	☐
(2)	Glass and windows.....	☐	☐	☒
(3)	Fire protection equipment and fire sprinkler systems....	☐	☒	☐
(4)	Exterior doors, including closure devices, molding, locks and hardware.....	☐	☐	☒
(5)	Grounds maintenance, including landscaping and irrigation systems.....	☐	☒	☐
(6)	Interior walls and doors (including closure devices, frames,			

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	molding, locks, and hardware).....	☐	☐	☒
(7)	Parking areas and walks, including lighting.....	☐	☒	☐
(8)	Plumbing systems, drainage systems and sump pumps	☐	☒	☐
(9)	Electrical systems, mechanical systems.....	☐	☐	☒
(10)	Ballast and lamp replacement.....	☐	☐	☒
(11)	Heating, Ventilation and Air Conditioning (HVAC) systems	☐	☐	☒
(12)	Signs and lighting:			
	(a) Pylon.....	☐	☐	☒
	(b) Facia.....	☐	☐	☒
	(c) Monument.....	☐	☒	☐
	(d) Door/Suite.....	☐	☒	☐
	(e) Other: _____	☐	☒	☐
(13)	Extermination and pest control.....	☐	☐	☒
(14)	Fences and Gates.....	☐	☒	☐
(15)	Storage yards and storage buildings.....	☐	☐	☒
(16)	Cranes and related systems.....	☒	☐	☐
(17)	Security System	☐	☐	☒
(18)	Exterior Lighting on Building	☐	☒	☐
(19)	Interior Plumbing Fixtures	☐	☐	☒

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 14(11), Tenant is required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this Lease, Landlord may do so and Tenant will reimburse Landlord for the expense of

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such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 19.

- F. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- G. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 19.

19. MAINTENANCE AND REPAIRS OF OUTDOOR FACILITY:

- A. Repairs of Conditions Caused by a Party: Each party must repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees or contractors.
- B. Repair and Maintenance Responsibility of Landlord: The Landlord, at its expense, is responsible to maintain and repair the Outdoor Leased Premises. The specified items must be maintained in clean and good operable condition. The Landlord shall maintain, clean and/or repair the following:
 - a. All athletic fields
 - b. Common areas
 - c. All landscaping
 - d. Parking areas
 - e. Sewer, potable and irrigation water distribution systems
 - f. All permanent fencing
 - g. Lighting
 - h. Trash Collection
 - i. Winterizing all water systems and concessions
 - j. Game preparation of all fields in conjunction with Tenant support and assistance
 - k. Restroom facilities
 - l. Heating and cooling systems
- C. Manner of Repair and Maintenance Responsibility of Landlord: In performing the Repair and Maintenance of the Outdoor Leased Premises, the Landlord will:
 - a. Mow all grass areas

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- b. String trim all grass areas
 - c. Fertilize the playing fields
 - d. Aerate the playing fields
 - e. Dethatch the playing fields
 - f. Apply pesticides to grass areas when needed
 - g. Water the playing fields
 - h. Maintain all landscaping
 - i. Top-dress skins and grass areas
 - j. Maintain the basepaths and infield skins
 - k. Order and replenish sanitation supplies
- D. Repairs and Maintenance During Tournaments: The Landlord, at its expense, will prepare Outdoor Leased Premises for tournaments. During tournaments and events organized by Tenant, Tenant, in conjunction with the Landlord's personnel as shall be scheduled with Landlord prior to the tournament, will repair, clean and maintain the Outdoor Leased Premises. After the tournaments have ended, the Landlord, at its expense, will repair, clean and maintain the Outdoor Leased Premises.
- E. Cleaning: Landlord must keep the leased premises clean and sanitary and dispose of all garbage in appropriate receptacles, except during tournaments, at which time, Tenant will be responsible for keeping the Outdoor Leased Premises clean and sanitary and disposing of all garbage in appropriate receptacles.
- F. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 24.

20. ALTERATIONS:

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- A. Tenant may not alter (including making any penetrations to the roof or foundation), improve, or add (including temporary or permanently installed buildings) to the Property or the Facility without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the Facility.
- B. If a governmental order requires alteration or modification to the Facility, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 14 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 14A and 15.
- C. Any alterations, improvements, fixtures or additions to the Property or Facility installed by either party during the term of this Lease will become Landlord's property and must be surrendered to Landlord at the time this Lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 9 or if the parties agree otherwise in writing.

21. LIENS: Tenant may not do anything that will cause the title of the Facility to be encumbered in any way. If a lien is filed against the Facility connected to Tenant's use, Tenant will within 30 days after receipt of Landlord's written demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

22. LIABILITY: Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property.

23. INDEMNITY: Tenant shall indemnify and hold Landlord harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the Facility, or any other loss caused, negligently or otherwise, by the Tenant's employees, vendors, patrons, guests, or invitees.

24. DEFAULT:

- A. If Landlord fails to comply with this Lease within 30 days after Tenant notifies Landlord in writing of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

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- B. If Landlord does not actually receive at the place designated for payment any rent due under this Lease within 15 days after it is due. Tenant will be in default in the event Tenant does not pay the monthly rent plus the late charge of 10% of the monthly payment within 15 days after Landlord notifies Tenant in writing of its failure to comply.
- C. If Tenant fails to comply with this Lease for any other reason within 15 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- D. If Tenant is in default, Tenant has 30 days to cure said default and then the Landlord may, with at least 30 days written notice to Tenant terminate this Lease. If Tenant is in default, Tenant will be liable for:
 - (1) repairs to the Facility for use beyond normal wear and tear;
 - (2) all Landlord's costs associated with collection of past due rent such as collection fees, late charges, and returned check charges;
 - (3) cost of removing any of Tenant's equipment or fixtures left on the Facility;
 - (4) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the Facility;
 - (5) cost to replace any unreturned keys or access devices to the Facility;
 - (6) any other recovery to which Landlord may be entitled under the law.

25. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the Facility; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

26. HOLDOVER: If Tenant fails to vacate the Facility at the time this Lease ends, Tenant will become a tenant-at-will and must vacate the Facility immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the written consent of Landlord, will extend this Lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 100% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

27. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this Lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the Facility or on the Property. This Lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

COMMERCIAL LEASE

28. ASSIGNMENT AND SUBLETTING: Landlord may assign this Lease. Tenant may not assign this Lease or sublet any part of the Facility without Landlord's prior, written consent. An assignment of this Lease or subletting of the Facility without Landlord's written consent is void. If Tenant assigns this Lease or sublets any part of the Facility, Tenant will remain liable for all of Tenant's obligations under this Lease regardless if the assignment or sublease is made with or without the written consent of Landlord.

29. RELOCATION: Landlord may not require Tenant to relocate to another location without Tenant's prior written consent.

30. SUBORDINATION: Landlord's security interest and lien rights shall at all times remain subordinate to the rights of any Tenant's lender that holds a senior lien on Tenant's goods, wares, inventory, accounts, chattel paper, deposit accounts, and receivables. Landlord's Lien shall not be subordinate to Tenant's furniture, fixtures and equipment located within the Premises. If required and after receiving written notification from Tenant, Landlord agrees to execute an agreement subordinating the security interest granted in this Lease to Tenant's lender within thirty (30) days of a mutually acceptable subordination agreement as presented by Tenant's lender and agreed to by Landlord.

31. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the Facility. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the Facility is less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the Facility within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the Facility is less than 50% unusable and Landlord can substantially restore the Facility within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the Facility to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this Lease.
- C. If the Facility is more than 50% unusable and Landlord can substantially restore the Facility within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this Lease; or (2) restore the Facility to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the Facility within the time required, Tenant may terminate this Lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the Facility within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1)

COMMERCIAL LEASE

choose not to restore and terminate this Lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this Lease by notifying Landlord within 10 days.

- E. If this Lease does not terminate because of a casualty loss, rent will be abated from the date Tenant notifies Landlord of the casualty loss to the date the Facility is substantially restored by an amount proportionate to the extent the Facility is unusable.

32. ATTORNEY FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the non-prevailing party.

33. REPRESENTATIONS:

- A. Tenant's statements in this Lease and any application for rental are material representations relied upon by Landlord. Each party signing this Lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the Lease. If Tenant makes any misrepresentation in this Lease or in any application for rental, Tenant is in default.
- B. At the time of the issuance of the Certificate of Occupancy, Landlord shall not be aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person.
- C. Each party and each signatory to this Lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this Lease or any transaction related to this Lease for a Specially Designated and Blocked Person. Any party or any signatory to this Lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

34. BROKERS:

- A. There are no brokers to this Lease.

35. ADDENDA: Incorporated into this Lease is **Exhibit(s) A**.

COMMERCIAL LEASE

36. NOTICES: All notices under this Lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord: CITY MANAGER
CITY OF KERRVILLE
CITY HALL, 701 MAIN STREET
KERRVILLE, TEXAS 78028

Tenant at the Facility: BTP Baseball Ventures LLC dba D-BAT
HOLDSWORTH DRIVE
KERRVILLE, TEXAS 78028

And a copy to: THOMAS R. HOUDSHELL, MANAGER
500 RIVERHILL BOULEVARD
KERRVILLE, TEXAS 78028

37. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Lease (including Exhibits) contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This Lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this Lease. Venue shall occur within Kerr County, Texas.
- D. Severable Clauses: If any clause in this Lease is found invalid or unenforceable by a court of law, the remainder of this Lease will not be affected and all other provisions of this Lease will remain valid and enforceable.
- E. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this Lease.
- F. Quiet Enjoyment: Provided that Tenant is not in default of this Lease, Landlord covenants that Tenant will enjoy possession and use of the Facility free from material interference.

COMMERCIAL LEASE

- G. Force Majeure: If Landlord's performance of a term in this Lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- H. Dispute Resolution: The parties commit to use best efforts to cooperate and resolve in good faith all issues and disputes which may arise under this Lease. The parties covenant not to institute litigation against each other without first submitting the subject thereof to mediation, under reasonable and customary procedures to be agreed to in each instance by the parties. The highest officer or executive officer of each of the parties shall represent that party in the mediation, and shall attend and take part throughout the proceedings, with full authority to settle the matter in controversy, subject in the case of the City to City Council approval where required by law.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

38. LIST OF ATTACHMENT(S).

Exhibit A – Commencement Date Declaration

TENANT:

BTP BASEBALL VENTURES,
a Texas limited liability company

BY: _____
THOMAS R. HOUDSHELL
Manager

BY: _____
PATRICK J. BOYLE
Manager

BY: _____
BRANDON T. HARJO
Manager

COMMERCIAL LEASE

LANDLORD:

CITY OF KERRVILLE, TEXAS

BY: _____

NAME: _____

ITS: _____

Agenda Item:

6E. Mayor's youth advisory council. (Mayor Pratt)

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

SUBJECT: Creation of the Mayor's Youth Advisory Council

FOR AGENDA OF: Nov. 11, 2015

DATE SUBMITTED: Nov. 5, 2015

SUBMITTED BY: Jack Pratt, Jr.
Mayor

CLEARANCES:

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The purpose for the proposed policy guidelines are to create an avenue for youth to develop leadership skills, communicate youth-oriented needs and concerns from a youthful point of view, and help to ensure that the city is attentive to their needs. The following information serves as the policy guidelines for the Mayor's Youth Advisory Council (MYAC).

Purpose

The Mayor's Youth Advisory Council shall be advisory in nature for the purpose of providing participation from a youthful point of view for the Kerrville City Council on community affairs and issues. Additionally, the program provides an overview of the complexity and variety of opportunities, through public service, and empowers youth, from various backgrounds, to become active members in their community, encouraging them to have an everlasting effect on the future of their city.

Mission

The Mayor's Youth Advisory Council serves Kerrville through community participation, taking initiatives directed toward effective change that benefits local youth and provides positive community impact through organized participation in various city sponsored activities and events.

Goal

Develop youth leaders committed to learning about local government and the roles they can have in it; make a difference in the community and the lives of youth; recognize and use their voice; and represent other youth in the City of Kerrville. To accomplish their goals they will have access to the leaders in the City of Kerrville and will

work actively with them to create their shared vision of a Kerrville that values its youth.

Applying

Please use our [online application](http://volunteer.kerrvilletx.gov) to apply. Applications for the 2015-2016 Class are available online at <http://volunteer.kerrvilletx.gov> until 9/18/15. Parent and student forms that must be completed are available.

What is the Mayor's Youth Advisory Council?

The City of Kerrville offers a Mayor's Youth Advisory Council (MYAC) program for local high school students where a group of local young adults have an opportunity to join a unique organization providing valuable youth perspectives that will focus on volunteerism, community service and providing feedback to the mayor and city leadership.

The council gives input on how the city's programs and services can benefit young people. The council represents:

- diverse ideas
- youth from different cultural backgrounds
- students from public, private and alternative schools

The Youth Advisory Council (YAC) of Kerrville is a board of 15 members that are interested in learning about municipal government, serving their community and becoming leaders among their peers.

Applications will be accepted until 15 students are granted membership on the council. We want it to be fun yet an effective organization for young adult students who live in Kerrville.

What does the Mayor's Youth Advisory Council do?

The Mayor's Youth Advisory Council exists in minimizing community challenges relating to youth, while encouraging positive growth and development. As a group, the MYAC meets with representatives from the city government to learn about programs and to offer suggestions on ways government can better serve the youth of Kerrville.

Teens are asked to:

- explore issues
- get the facts
- discuss solutions to issues defined by the youth of our community
- be prepared to present their findings to City Council

Who should consider becoming part of the Mayor's Youth Advisory Council?

- Youth in grades 9 - 11 (13 years old or older) who would like to use their experience and know-how to improve city government.
- Teens who would like to gain leadership experience.
- Those who are ready to meet new people and make a positive difference in the lives of others.

How can you become a part of the Mayor's Youth Advisory Council?

- Fill out and submit an application packet:
- Attend meetings and be a part of the council.

Qualification Criteria:

1. The program will only be open to incoming high school students
2. Students must live in the City of Kerrville
3. Students themselves should complete the application
4. Applications will be evaluated and select students will be offered an interview.
5. Admissions will be offered based on final evaluation of interview and applications.
6. Enrollment is limited and diversity is sought in class makeup, that is representative of the community.
7. Students must commit to attending all sessions. Events will include an Induction ceremony, Mock Council presentations, a Meet the Chiefs session, and city tour, among others.
8. The students chosen must have solid communications skills
9. They must be able to work well with others in a collaborative manner, and
10. They must be able to think holistically seeing the challenges but they must also be willing to actively search for and work toward solutions.
11. They must maintain good academic performance.

Code of Conduct

A community-wide initiative to reinforce positive behaviors and attitudes among all Kerrville teen residents.

"I pledge to join the City of Kerrville in being a role model in a community where we all respectfully and harmoniously live, work, shop and play, and to encourage personal responsibility and a commitment to ensure Kerrville remains a community of respect, embracing and celebrating our diversity.

Therefore, I promise to:

- Be a caring citizen, always looking out for and supporting others;
- Respect and listen to those in authority;
- Be considerate of the environment and the property of others;
- Be respectful in my behavior and attitude by not being disorderly, disruptive, or using inappropriate language;
- Choose not to engage in behaviors or acts harmful or offensive to others or myself; and
- Always be brave, steadfast, and stand up for and speak up for what is right."

RECOMMENDED ACTION

Authorize the establishment of the Mayor's Youth Advisory Council (MYAC) that reflects the intent of the policy guidelines contained in this report.

Agenda Item:

6F. Establish a policy for determining the official newspaper/newspapers for publication of public notices and ordinances. (Councilmember White)

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

SUBJECT: Consideration and possible action related to the establishing of a policy for determining the official newspaper/newspapers for publication of public notices and ordinances

FOR AGENDA OF: Nov. 11, 2015

DATE SUBMITTED: Nov. 5, 2015

SUBMITTED BY: Bonnie White
Place 2

CLEARANCES:

EXHIBITS: Kerrville Daily Times – Kerrville/Hill Country Marketplace 2014 Edition
PS Form 3526 – Kerrville Daily Times 10/1/2015
PS Form 3526 – Hill Country Community Journal 9/15/2015
Texas Local Government Code – Sections 52.004 and 52.013
Kerrville Code of Ordinances – Section 3.07

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

A question has arisen concerning the City of Kerrville's policy regarding the publication of required public notices, such as zoning changes and adoption of ordinances.

In seeking clarification on an official policy of the City it was found that there is no written policy concerning the naming of an official newspaper.

The Texas Local Government Code in **Section 53.004** mandates the governing body of a General Rule Municipality to contract, as determined by ordinance or resolution, with a public newspaper until another newspaper is selected.

Section 52.013 (b) pertaining to Home-Rule Municipalities states: "If the charter of a home-rule municipality does not provide for the method of publication or an ordinance, the full text of the ordinance or a caption that summarizes the purpose of the ordinance and the penalty for violating the ordinance may be published at least twice in the municipality's official newspaper."

The Charter of the City of Kerrville addresses this issue in Sect. 3.07 (b) which calls for

publication of adopted ordinances one time in "a newspaper of general circulation which is published in the City."

Because state law outlines legal requirements pertaining to the publication of public notices and ordinances for both General Rule and Home-Rule Municipalities, it seems that, since the City of Kerrville now has two newspapers which could be considered "a newspaper of general circulation which is published in the City" it would benefit the citizens, businesses, and contractors to have a clear understanding and policy of where these official notices will appear.

RECOMMENDED ACTION

Discuss possible action regarding the preparation of a resolution to name, either annually or as needed, the official newspaper/newspapers of the City of Kerrville.

Sec. 52.004. OFFICIAL NEWSPAPER. (a) As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.

(b) The governing body shall publish in the municipality's official newspaper each ordinance, notice, or other matter required by law or ordinance to be published.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 52.013. HOME-RULE MUNICIPALITIES. (a) The governing body of a home-rule municipality may publish a caption of an adopted ordinance that summarizes the purpose of the ordinance and any penalty for violating the ordinance in lieu of a requirement in the municipality's charter that the text of the ordinance be published.

(b) If the charter of a home-rule municipality does not provide for the method of publication of an ordinance, the full text of the ordinance or a caption that summarizes the purpose of the ordinance and the penalty for violating the ordinance may be published at least twice in the municipality's official newspaper.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Section 3.06. Introduction and Passage of Ordinances and Resolutions.

- a. Ordinances and resolutions shall be introduced only in written form. All ordinances, except ordinances making appropriations and ordinances codifying or rearranging existing ordinances or enacting a code of ordinances, shall be confined to one subject, and the subject of all ordinances shall be clearly expressed in the title. Ordinances making appropriations shall be confined to the subject of appropriations. No ordinance shall be passed until it has been read and voted upon in at least two regular meetings, except an emergency measure. The final reading of each ordinance shall be in full unless a written or printed copy thereof shall have been furnished to each member of the Council prior to such reading. The "yeas" and "nays" shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of the proceedings of the Council. The enacting clause of all ordinances shall be, "Be it ordained by the City Council of the City of Kerrville, Kerr County, Texas."
- b. An ordinance shall take effect upon final passage unless indicated otherwise in the ordinance.
- c. Upon its final passage, each ordinance and resolution shall be authenticated by the signatures of the Mayor or Presiding Officer and of the City Secretary, and shall be systematically recorded as provided by Ordinance.
- d. An "emergency measure" is an ordinance or resolution to provide for the immediate preservation of the public peace, property, health, or safety, in which the emergency claimed is set forth and defined in the preamble thereto. The affirmative vote of at least a majority of all members of the Council shall be required to pass any ordinance or resolution as an emergency measure. No measure making or amending a grant, renewal or extension of a franchise or other special privilege, shall ever be passed as an "emergency measure."

Section 3.07. Publication of Penal Ordinances.

- a. A penal ordinance is one wherein certain acts or omissions are defined as a crime, and a punishment provided therefor. A general ordinance, the violation of which is a misdemeanor as under any other ordinance, is not a penal ordinance.
- b. Each adopted penal ordinance, or its caption and penalty, shall be published one time in a newspaper of general circulation which is published in the City. The City shall also provide notice of the adoption of the ordinance at the City's website. Such ordinance so published in the newspaper shall take effect and be in force, from and after ten (10) days after publication thereof, unless a later time is expressly provided.



2014
edition

Kerrville/Hill Country
MARKETPLACE

The Kerrville Daily Times
Serving: Kerr, Bandera, Kendall
and Gillespie Counties

About Kerrville

The heart of the Texas Hill Country, Kerrville is known for its beautiful landscape of rolling hills, streams and the majestic Guadalupe River that runs through the town from west to east.

Being nestled in the hills of the Texas Hill Country, many know Kerrville for its outdoor attractions, including its many parks — Louise Hays, Schreiner Park, Singing Wind Park and more. It also is home to many summer camps, hunting ranches and RV parks.

Kerrville is home to The Kerrville Folk Festival, The Symphony of the Hills, Kerr Arts and Cultural Center and the Hill Country Arts Foundation. These are only a few of the art and entertainment opportunities the area offers.

Kerrville is served by the Kerrville Independent School District, which consists of four elementary schools, a sixth-grade school, a middle school and a high school.

Kerrville also is home to Schreiner University, a private four-year university that was established in 1923 by an ex-Texas Ranger, Capt. Charles Schreiner. The school is consistently listed as one of the top regional liberal arts colleges in the Western U.S. by U.S. News & World Report's America's Best Colleges Guide. Schreiner University is also home to Greystone Preparatory School.

More recently, Kerrville welcomed The Greater Alamo Community College to its higher education offerings. Also available is Club Ed, a continuing education program offered through the Dietert Center. The program, which is available to all area residents, offers classes ranging from gardening to computer skills to learning guitar.

Source: Kerrville.org

Kerrville and Kerr County Demographic Highlights

Population

	2010	2012
Kerrville	22,347	22,484
Kerr County	49,625	49,941
Homes in Kerr County	20,550	20,715
Home Ownership		72.8%
Median Household Income		\$43,976
Average Household Income		\$60,327

Gender

Male	50.7%
Female	49.3%

Ethnicity

White	87.7%
Black	1.8%
Asian/Other	10.5%
Hispanic Origin	25.7%

Age

Under 5	5.2%
5-19	17.4%
20-34	14.8%
35-54	22.4%
55-64	14.5%
65 and Older	25.7%
Median Age	47.5

Education

High School Graduate	86%
College Graduate	33%

Employment

Total Work Force	41,217
Employed	21,249
Unemployed	3.4%

Retail Sales

2010	\$717,076,555
2011	\$742,056,348
2012	\$760,029,107

The Kerrville Daily Times print and web editions provide advertisers the ability to reach the market effectively and efficiently.

Sunday

Circulation	10,500
Readership	26,000+

Daily

Circulation	9,000
Readership	22,500+

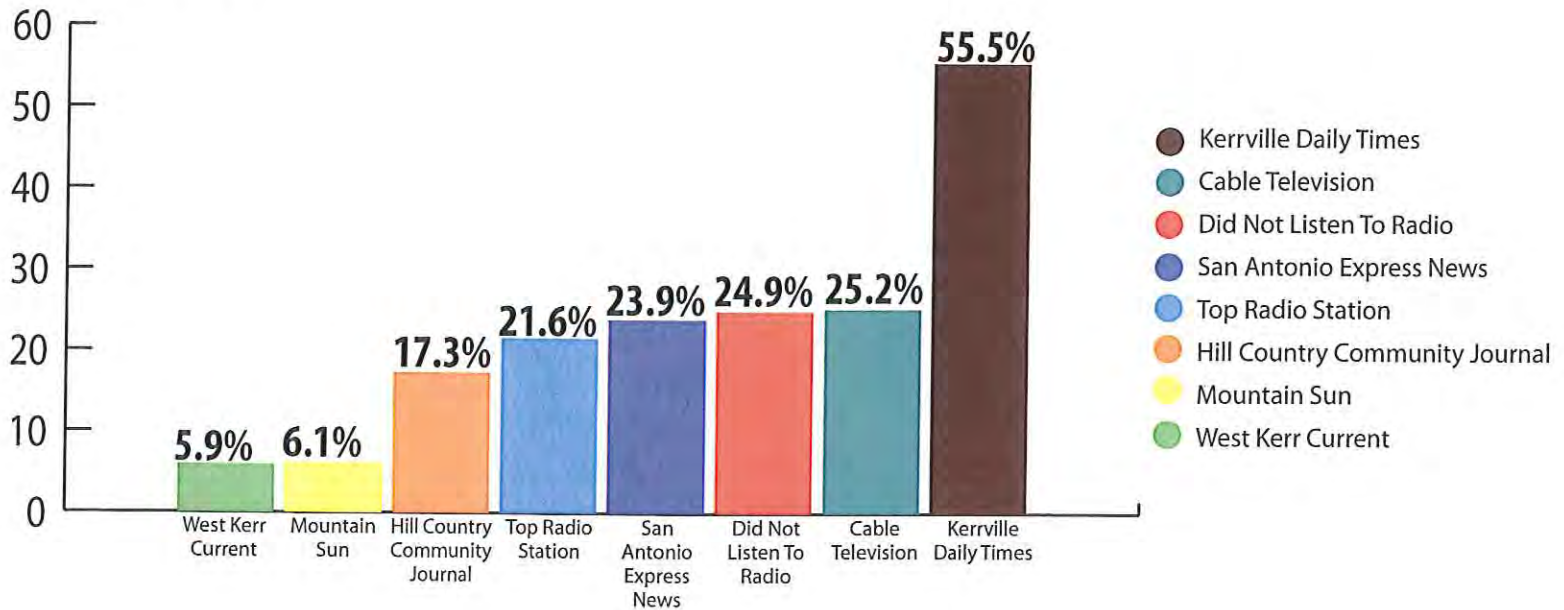
dailytimes.com

Daily Viewers	3,657
Page Views/Month	111,225

Sources: Pulse Research Inc., bloxcms.com, GoogleAnalytics,
The United States Census Bureau, The Bureau of Labor Statistics,
The Texas Comptroller's Office, The Newspaper Association of America

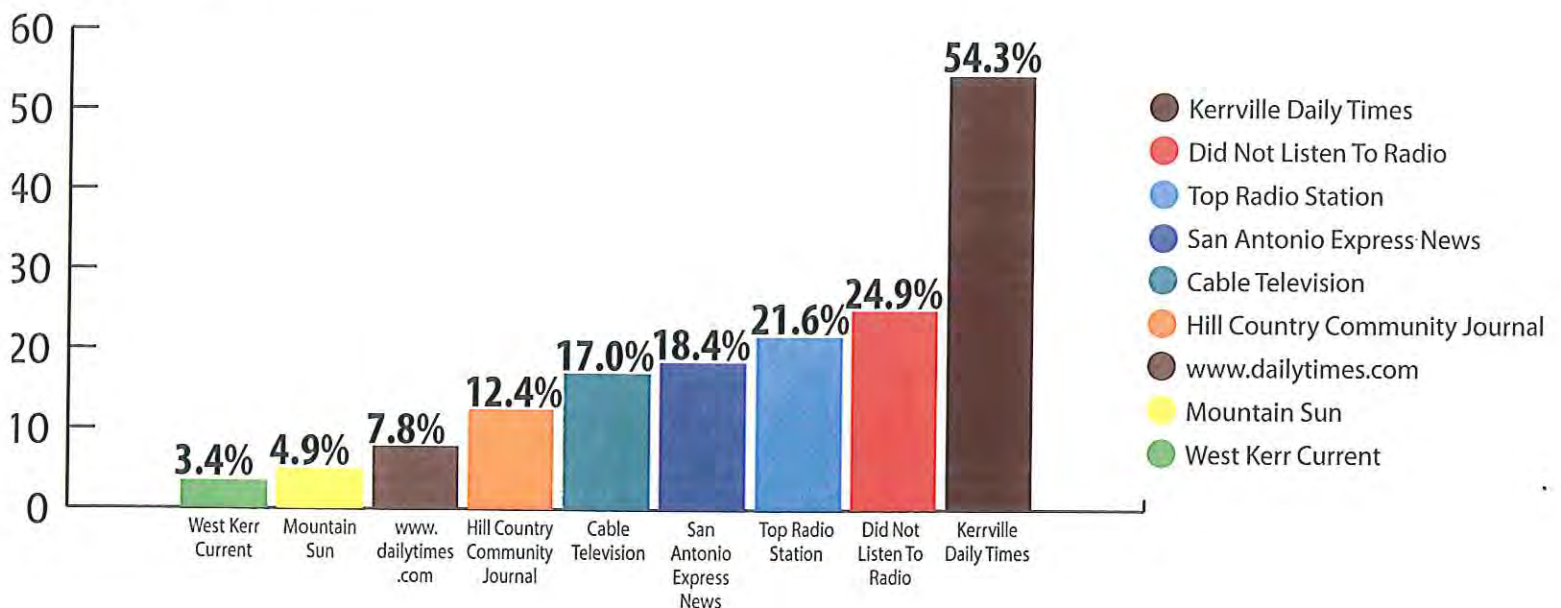
Residents were asked: Which of the following media have you or members of your household read, viewed, listened to or used at home or away from home in the last month?

Audience Reach

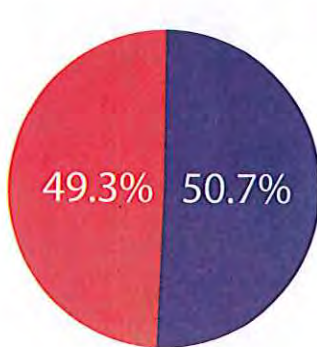


Residents were asked: Which of the following media have you used in the last month to make local purchasing decisions?

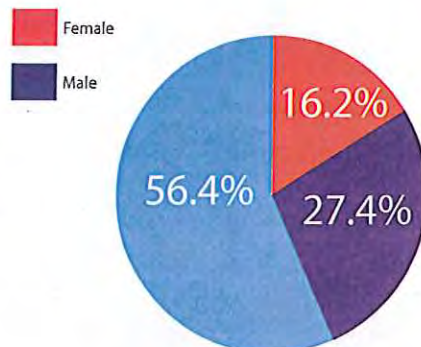
Shopping Information



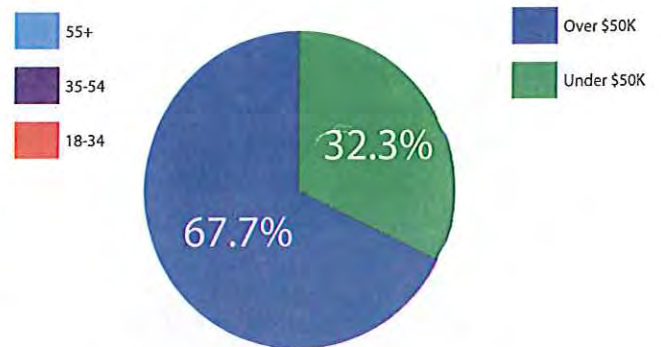
Readership Demographics



Reader Gender



Reader Age



Reader Income

Website Audience Overview – 2012



Visits

1,055,991

Unique Visitors

420,033

Page Views

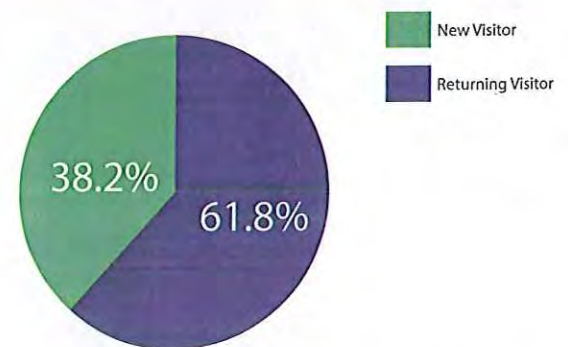
3,559,812

Pages/Visit

3.37

% New Visits

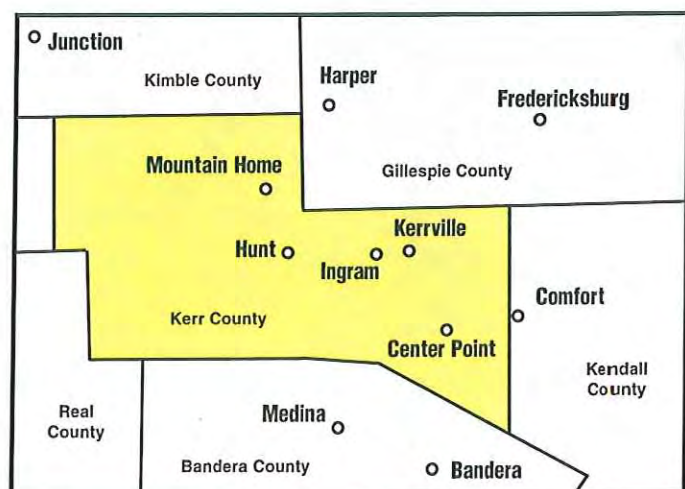
38.17%



Visitor Info

Zip Code Map

Bandera	78003
Center Point	78010
Comfort	78013
Fredericksburg	78624
Harper	78631
Hunt	78024
Ingram	78025
Junction	76849
Kerrville	78028
Medina	78055
Mountain Home	78058



PS Form 3526

Statement of Ownership, Management, and Circulation
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Full Name Complete Mailing Address 303 Earl Garrett, Kerrville, TX 78028-4529				
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15. Extend and Nature of Circulation		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Numbers of Copies (Net press run)		3500	3500
(1) Mailed Outside County Paid Subscriptions Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)		145	122
b. Paid Circulation (By Mail and Outside the Mail)		1726	1706
(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)		1376	1401
(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS		0	0
(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail)		3247	3229
c. Total Paid Distribution (Sum of 15b (1), (2), (3), (4))		125	125
(1) Free or Nominal Rate Outside County Copies included on PS Form 3541		0	0
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)		0	0
(2) Free or Nominal Rate In-County Copies included on PS Form 3541		0	0
(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)		0	0
(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)		0	0
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3), (4))		125	125
f. Total Distribution (Sum of 15c and 15e)		3372	3354
g. Copies not Distributed		128	146
h. Total (Sum of 15f and 15g)		3500	3500
i. Percent Paid ((15c / 15f) times 100)		96.29 %	96.27 %
16. If total circulation includes electronic copies, report that circulation on lines below.			
a. Paid Electronic Copies		0	0
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies		0	0
c. Total Print Distribution (Line 15f) + Paid Electronic Copies		0	0
d. Percent Paid (Both Print and Electronic Copies)		0.00 %	0.00 %
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17. Publication of Statement of Ownership			

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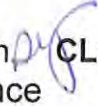
Agenda Item:

7A. Budget and economic update. (staff)

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

SUBJECT: Budget/Economic Update

FOR AGENDA OF: November 10, 2015 **DATE SUBMITTED:** November 2, 2015

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

EXHIBITS: Economic Update

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

No action required information purposes only.

City of Kerrville
Month ending October 31, 2015
 (Month 1 of FY16 Budget)

	Current Month	Year To-Date	Budget @ 8.33%	Prior Year To-Date
General Fund				
Total Revenues	\$1,421,716	\$1,421,716	5.78%	\$1,285,189
Property tax	\$3,886	\$3,886	0.04%	\$89,307
Sales tax	\$455,473	\$455,473	7.28%	\$477,922
Total Expenditures	\$1,698,297	\$1,698,297	6.91%	\$1,833,767

Water and Sewer Fund				
Total Revenues	\$1,101,123	\$1,101,123	9.38%	\$821,566
Water Sales	\$573,469	\$573,469	10.26%	\$474,807
Sewer Service	\$451,017	\$451,017	8.33%	\$443,466
Expenditures	\$604,538	\$604,538	5.15%	\$1,764,948

Hotel/Motel:				
Revenues	\$87,396	\$87,396	8.58%	\$70,526
Expenditures	\$0	\$0	0.00%	\$225,250

Unemployment: (September)		Consumer confidence: (October)	
National	5.1%	National	97.6 up 3.7% over 2014
Texas	4.1%	Texas	115.9 down 9.7% than 2014
Local	3.8%	(Sources: State Comptroller/Workforce Alamo)	

New Building Permits Issued:			Housing (October)	
	Res	Com	<i>Local:</i>	
Oct	11	0	632 active residential listings; 60 residential sales October 2015	
Nov			\$14,033,493 total residential sales dollars for October 2015	
Dec			\$147,411,124 total residential sales dollars Y-T-D for 2015	
Jan			(Source: Kerrville Board of Realtors)	
Feb				
Mar			Water (October)	
Apr			Residential - 8,019 meters serving 10,577 units	
May			Commercial - 1,275 meters serving 1,529 units	
June			Irrigation - 544 meters; 5 re-use meters	
July			Sewer (October)	
Aug			Residential - 7,897 services serving 10,845 units	
Sept			Commercial - 1,073 services serving 1,300 units	
YTD	11	0		