AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, DECEMEBER 14, 2010, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

Agenda Item:
(Mayor)

2A. Resolution of commendation to David Lipscomb for serving on the Library Advisory Board.

CITY OF KERRVILLE
MAYOR AND CITY COUNCIL
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, **DAVID LIPSCOMB** has served as a member of the Library Advisory Board with the date of service beginning November 22, 2005; and

WHEREAS, **DAVID LIPSCOMB** has served faithfully and dutifully on said board;

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

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

PASSED AND APPROVED, this the 14th day of Dec., 2010.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

David Wampler, Mayor

R. Bruce Motheral, Mayor Pro Tem

Stacie Keeble, Councilperson

T. Scott Gross, Councilperson

E.G. Allen, Councilperson

Agenda Item:
(Staff)

3A. Approval of the minutes of the special city council meeting held November 15, the regular meeting held November 23, and the special meeting held December 9, 2010.

CITY COUNCIL MINUTES
WORKSHOP MEETING WITH ZOIC

KERRVILLE, TEXAS
NOVEMBER 15, 2010

On Monday, November 15, 2010, the Kerrville City Council met with the Zoning Ordinance Input Committee (ZOIC) at 11:35 a.m. in the Main Street Office, at 715 Water Street, Kerrville, Texas.

COUNCILMEMBERS PRESENT:

R. Bruce Motheral	Mayor Pro Tem (arrived at 11:56 a.m.)
Gene Allen	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

COUNCILMEMBER ABSENT:

David Wampler	Mayor

ZOIC MEMBERS PRESENT:

John Mosty, Chairman

Carson Conklin	Justin MacDonald
A.L. "Curg" Starkey	Walter Schellhase

Brian Bondy (arrived at 11:54 a.m.)

ZOIC MEMBERS ABSENT:

Beverly Buffington

CITY STAFF PRESENT:

Todd Parton	City Manager
Michael C. Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Kevin Coleman	Director of Planning and Development
Gordon Browning	Senior Planner

PRESENTATION AND DISCUSSION OF AN OVERVIEW OF ZONING ORDINANCE REVISIONS:

Mr. Coleman noted ZOIC was established in January 2009 to review the zoning ordinance and create a list of conflicts with the comp plan. In July 2009 the council amended the charge to ZOIC and ZOIC began the process of re-writing the zoning ordinance to bring it into conformance with the comp plan. The goal was to simplify zoning districts and establish the base line zoning. ZOIC had completed a review of the first two zoning districts and submitted a draft to council, and the central business district was currently under legal review. He reported on the status of each article of the zoning ordinance and where it was in the review/re-write process.

The following comments were made by city council:

- Impressed with the quality of work being performed by ZOIC.
- The ordinance should be a simple, straight forward document designed to protect the environment, protect private property rights, and enable the private market to work.

- ZOIC should have public vetting during each step in the process; include the business community and get public approval; should not have to "defend" the document.
- Expressed concern about trying to tackle the entire document at one time; suggested getting the districts set up first, and then proceed to the functional aspects of the code.
- Keep it simple and do it in stages. Too many districts; simplify number of districts first; then look at specific issues in each district.
- Concern about selling a complete package; do in stages; should not be voluminous and complicated. If the document is complicated and unclear, the public may react the way it did with the unified development code several years ago.
- Need to get people involved; need public input and participation.

The following comments were made by members of ZOIC:

- Primary goal is to prepare a more simplified, easy to understand zoning ordinance that will allow more uses on more properties by right, and to state specifically what conditions are required to permit certain uses without being subjective to interpretation by city staff.
- Staff should be able to show exactly what can and cannot be done on a property, or what uses can be allowed if certain conditions are met, and still have requirements to protect neighboring properties.
- Should eliminate conditional use permits and planned development districts which basically create spot zoning.
- Before districts can be established, must first establish the uses and performance standards for each district and define those districts.
- Cannot expect a perfect document for everyone; there will be some conflicts.

Mr. Coleman noted staff and ZOIC were currently planning public vetting for the central business district, parking, and special development standards. The assumption was that the development standards would be in place before putting "permitted use" on the chart.

ADJOURNMENT

The meeting adjourned at 12:50 p.m.

APPROVED: ____________________

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Bruce Motheral, Mayor Pro Tem

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Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES KERRVILLE, TEXAS
REGULAR MEETING NOVEMBER 23, 2010

On November 23, 2010, the Kerrville City Council meeting was called to order by Mayor Wampler at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Heather Mitchell, Minister of Music, First Baptist Church, followed by the Pledge of Allegiance led by led by Tivy Air Force Junior ROTC Cadet Major Steven Jenkins.

MEMBERS PRESENT:

David Wampler	Mayor
R. Bruce Motheral	Mayor Pro Tem
Gene Allen	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

MEMBER ABSENT: No one

STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Travis Cochrane	Director of Information Technology
Mindy Wendele	Director of Business Programs
Mike Erwin	Director of Finance
Robert Ojeda	Fire Chief
Kevin Coleman	Director of Development Services
Kim Meismer	Director of General Operations
Charlie Hastings	Director of Public Works
John Young	Police Chief

VISITORS PRESENT: List on file in city secretary's office.

1. VISITORS/CITIZENS FORUM: No one spoke.

2. PRESENTATIONS:

2A. Keri & Patrick Wilt, owners of Grape Juice, the Texas Downtown Association President's Award for Best Commercial Interior 2010. Mayor Wampler and Ms. Wendele presented the award.

2B. Recognition of street division employees for saving the city nearly $700,000 by reconstructing streets with in-house labor and equipment. Presented by Mr. Hastings to employees present: Bruce Kim Greenman, Joel Meyners, Brandon Kelly, Curtis Weise, Tim Grasshoff, Eric Espinoza, Rick Simon, and Dave Burlew.

3. CONSENT AGENDA:

Mr. Gross requested Item 3G be removed from the consent agenda.

Mr. Gross moved for approval of items 3A through 3F; Mr. Motheral seconded the motion and it passed 5-0:
3A. Approval of the minutes of the regular city council meeting held November 9, 2010.
3B. Resolution No. 038-2010 canceling the regular meeting of the city council scheduled for December 28, 2010.
3C. Authorize execution of a contract for the renewal of the enterprise agreement with Microsoft, in the amount of $32,897.17.
3D. Authorize execution of the second amendment to the professional engineering services agreements with LNV Engineering, Inc. regarding the safe routes to schools program (TxDOT grant projects No. 0915-15-091, 0915-15-092, 0915-15-093, 0915-15-094) in the amount not to exceed $32,000.
3E. Resolution No. 039-2010 authorizing the assignment of the city's lease agreement with Omni Multimedia Network International, L.L.C. to CT Cube, L.P., doing business as West Central Net and approving an amendment to said agreement with respect to the term.
3F. Right-of-way license agreement to allow a sidewalk café at 804 Water Street for the Water Street Café.
END OF CONSENT AGENDA

3G. Approval of an economic development grant agreement between A & D Properties #2 and the City of Kerrville, Texas Economic Improvement Corporation (EIC) in the amount of $10,000.
The council questioned staff regarding whether the application and project met the requirements under state law for the expenditure of 4B funds.

Mr. Hayes noted EIC had previously created a commercial improvement program and established certain criteria to be met, including the requirement to create or retain primary jobs as defined under the Act, i.e. provide services/goods that will bring money into the community and incur additional sales tax. EIC was required to make the specific finding that primary jobs would be created or retained when it approved the agreement. The board found that demolition of the existing structure had the potential of redeveloping the subject property and other properties in the area, however, it was unknown who the tenant would be and what jobs would be created in the future, and the EIC motion did not specify a time line for the creation of jobs directly associated with the project.

Council noted the EIC board voted to approve the agreement by a vote of 4 to 3.

Harvey Brinkman, partner in the application, stated his disappointment in the handling of the application and the process. He noted he was told by a previous EIC member that the demolition of the building would meet the criteria of the commercial improvement program; however, he understood council's concerns.

Mayor Wampler noted council had the responsibility of overseeing how EIC funds were spent and whether projects were eligible for funding under state law; in particular, council was concerned that the project did not meet the primary criteria of job creation.

Mr. Gross moved that council not approve the agreement. The motion was seconded by Ms. Keeble and passed 5-0.

4. ORDINANCES, SECOND AND FINAL READING:

4A. Ordinance No. 2010-26 amending Chapter 26 "Buildings and Building Regulations", Article VIII "Building Board of Adjustment and Appeals" of the Code of Ordinances of the City of Kerrville, Texas, by amending the membership qualifications for said board; containing a cumulative clause; containing a savings and severability clause; establishing an effective date; and providing other matters related to the subject. Mayor Wampler read the ordinance by title only. Mr. Coleman noted staff recommended approval.

Ms. Keeble moved for approval of Ordinance No. 2010-26 on second and final reading; Mr. Allen seconded the motion and it passed 5-0.

4B. Ordinance No. 2010-24 amending Chapter 58 "Health and Sanitation" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Article IV "Illegal Smoking Products and Illegal Smoking Paraphernalia"; containing a cumulative clause; containing a savings and severability clause; providing for a penalty for violation of any provision hereof; ordering publication; providing for an effective date; and providing other matters related to the subject. Mayor Wampler read the ordinance by title only.

Chief Young noted no changes to the ordinance since first reading.

Mr. Motheral moved for approval of Ordinance No. 2010-24 on second and final reading; Mr. Allen seconded the motion and it passed 5-0.

4C. Ordinance No. 2010-25 amending Chapter 118 "Waterways", Article II, "City Water Impoundment Regulations," of the Code of Ordinances of the City of Kerrville, Texas, by clarifying that the construction of habitable structures is prohibited within certain areas adjacent to the city's impounded waters of the Guadalupe River and adding a definition for "habitable structure"; containing a cumulative clause; containing a savings and severability clause; establishing an effective date; ordering publication; and providing other matters related to the subject. Mayor Wampler read the ordinance by title only.

Mr. Parton noted approving the amendment to the ordinance was the first step toward a rivertrail.

Mr. Gross moved for approval of Ordinance No. 2010-25 on second and final reading; Ms. Keeble seconded the motion and it passed 5-0.

5. INFORMATION AND DISCUSSION:

5A. Overview of the Southern Edwards Plateau Habitat Conservation Plan.
The council previously requested Mr. Hayes provide information regarding the plan. Mr. Hayes reported the plan was proposed to be part of a federal permitting process under the endangered species act. Bexar County was leading the way in developing the plan; Kerr County Commissioner Letz was on the committee, and he offered to discuss the plan and the process to adopt the plan with the city council. As land is developed, native habitat is ruined. Under the plan, land would be set aside in rural counties to create a habitat that a developer in a more densely populated county could buy into. If Kerr and other counties in the area did not participate, then the plan would not go into effect; also, the federal and state government would have to approve any plan. Mr. Hayes noted that, as proposed, the plan was not a "taking" of land, and property owner participation would be voluntary. He proposed that the city continue to monitor the plan.

5B. Naming of the proposed river trail.
Mr. Gross noted the results of the recent on line poll: 90 responses were received and the names most often submitted were "Kerrville River Trail" or "Guadalupe River Trail." Mayor Wampler noted the river trail was only conceptual and was not funded at this time.

Mr. Allen moved to name the proposed river trail "Kerrville River Trail;" Mr. Gross seconded the motion and it passed 5-0.

5C. Update regarding Lower Colorado River Authority Transmission Services Corporation's (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354).
Mr. Hayes noted that five routes had received the most attention at the hearing, and the primary route that city supported was still included. The administrative law judges were expected to issues their opinion by the end of the year; the matter would then go to the PUC; PUC had two meetings scheduled January 13 and 20, 2011. The 10 route was still under consideration, and the city was continuing to partner with other entities and soliciting support from property owners along I-10. Staff will contact property owners along I-10 and solicit public support in opposition to the I-10 route in Kerr County.

5D. Kerrville budget/economic update.
Mr. Erwin noted local unemployment was up; also, sales tax was up slightly and the city's revenues and expenses were on target with the budget.

6. BOARD APPOINTMENT:

6A. Appointment to the Library Advisory Board.
Mr. Gross moved to appoint Judy Carr with term to expire November 22, 2012; Mr. Allen seconded the motion and it passed 5-0.

7. ITEMS FOR FUTURE AGENDAS

• Presentation by Pete Moore, Hunter Equity Group regarding the construction of a multi-purpose meeting facility for the city of Kerrville (December 14).

• Consideration and possible action regarding the construction of a multi-purpose meeting facility for the city of Kerrville (January 11, 2011).

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Mr. Parton introduced Dan Schwartz as the new library director.

9. EXECUTIVE SESSION:

Mr. Gross moved for the city council to go into executive closed session under Section 551.071 (consultation with attorney) 551.072 (deliberation regarding real property), and 551.087 (deliberation regarding economic development negotiations) of the Texas Government Code; the motion was seconded by Mr. Motheral and passed 5-0 to discuss the following matters:

Sections 551.071, 551.072 and 551.087:

• Negotiations with Hunter Equity regarding the construction of a multi-purpose meeting facility for the city of Kerrville.

Section 551.071:

• Consult with attorney about pending litigation or settlement regarding the application from the City of Kerrville before the Texas Commission on Environmental Quality to amend its Certificate of Convenience and Necessity (CCN) for its water utility, No. 12928 in Kerr County, Texas.

At 7:05 p.m. the regular meeting recessed and council went into executive closed session at 7:11 p.m. At 8:39 p.m. the executive closed session recessed and council returned to open session at 8:40 p.m. The mayor announced that no action had been taken in executive session.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

ADJOURNMENT. The meeting adjourned at 8:40p.m.

APPROVED: ____________________

____
David Wampler, Mayor

ATTEST:

____
Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES KERRVILLE, TEXAS
SPECIAL MEETING DECEMBER 9, 2010

On December 9, 2010, the Kerrville City Council meeting was called to order by Mayor Wampler at 11:00 a.m. in the city hall council chambers, 800 Junction Highway.

MEMBERS PRESENT:

David Wampler	Mayor
R. Bruce Motheral	Mayor Pro Tem
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

MEMBER ABSENT:

Gene Allen	Councilmember

STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Travis Cochrane	Director of Information Technology
Mindy Wendele	Director of Business Programs
Mike Erwin	Director of Finance
Robert Ojeda	Fire Chief
Kevin Coleman	Director of Development Services
Kim Meismer	Director of General Operations

VISITORS PRESENT: List on file in city secretary's office.

PRESENTATION BY THE CAILLOUX FOUNDATION REGARDING THE GIFT OF LAND TO THE CITY OF KERRVILLE (FORMER PETERSON HOSPITAL SITE IN THE 700 BLOCK OF WATER STREET)

Ben Modisett, assistant executive director of the Cailloux Foundation, proposed to gift the City of Kerrville land on the southeast corner of Main Street and Sidney Baker for construction of a new city hall, and two existing areas inside the parking garage and on Clay Street for an additional 7,000 sq. ft. of usable office space; further, to make available the parking garage to the city and the public for use downtown. The Cailloux Foundation would be responsible for renovation of the crosswalk, construction of a clock tower, and design the remaining area of the common grounds for green space. The drawings provided by Mr. Modisett depicted a pathway from Main Street to Water Street and a parking lot for city hall on the south side. The Cailloux Foundation would retain ownership of the green space area for public use. The value of the gift to the city and the community was estimated at $4.3 million. He also noted the offer was not contingent upon a deadline for construction completion; however, the city should move forward in a timely fashion.

The council expressed appreciation to the Cailloux Foundation for their support of the City of Kerrville through the generous gift; however, the city should study its options and funding availability to ensure that construction funding would be manageable. The generosity of the Cailloux Foundation created a situation whereby the city would not have to purchase land for a new city hall, thereby freeing up funds for infrastructure projects. The current city hall facility was inadequate and the city was looking at having to invest in major renovations. The opportunity to locate city hall in the downtown area would provide an anchor to downtown and bring more potential customers to downtown retail businesses. There had been concerns raised by the public that by the city moving to that location, would keep the property off the tax roll; however, the current city hall property would be sold and would thereby be placed on the tax roll.

The following persons spoke:
- Lyndia Rector discussed the general run down condition of some buildings in the downtown area in the past and noted the renovations and improvements happening now; relocating the city hall downtown would help solidify current momentum. Downtown is the heart of the community, and she encouraged the city to have an active presence in downtown.
- Ed Hamilton, owner of the Schreiner One Center, endorsed this opportunity for the city. He noted six studies had been done and all stated that city hall should be located downtown. He stated that the existing city hall did not cost the city anything because it was given to the city by LCRA. The property had value and could be sold to help pay for the new city hall.

EXECUTIVE SESSION:
Mr. Motheral moved for the city council to go into executive closed session under Sections 551.072 (deliberation regarding real property), and 551.073 (deliberation regarding gifts), of the Texas Government Code; the motion was seconded by Mr. Gross and passed 4-0 to discuss the following matter:

Sections 551.071, 551.072 and 551.073:
- Discuss the purchase, exchange, lease, sale, or value of real property for use as a city facility, the public discussion of which would not be in the best interests of the city's bargaining position with third parties.

At 11:14 a.m. the regular meeting recessed and council went into executive closed session at 11:16 a.m. At 11:31 a.m. the executive closed session recessed and council returned to open session at 11:32 a.m. The mayor announced that no action had been taken in executive session.

ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION
Councilmembers expressed appreciation for the generous contribution from the Cailloux Foundation, both for their gift of land and their vision for the city.

Mayor Wampler directed staff to work with representatives of the Cailloux Foundation to work out an agreement stating the specific details and parameters of the offer and acceptance of the agreement for consideration by the city council at a future meeting.

ADJOURNMENT. The meeting adjourned at 11:33 a.m.

APPROVED: ____________________ ____________________________
David Wampler, Mayor

ATTEST:

____
Brenda G. Craig, City Secretary

Agenda Item:
(Staff)

3B. Authorize execution of a contract with Kerr County for conducting the City of Kerrville General Election to be held on May 14, 2011, in the estimated amount of $5,975.76.

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Authorize execution of a contract with Kerr County for conducting the City of Kerrville General Election to be held on May 14, 2011

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED:** December 9, 2010

SUBMITTED BY: Brenda Craig BC **CLEARANCES:** Todd Parton
Mike Hayes MH

EXHIBITS: Election Agreement with Kerr County

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

The attached agreement will authorize the Kerr County Elections Officer to conduct the City of Kerrville General Election to be held on May 14, 2011, including:

- Hiring and training election judges and workers.
- Management of the polling location.
- Preparation, ordering and distribution of ballots.
- Handle early voting by mail.

The city will reimburse the county for the actual expenses attributable to the cost of the city election, plus 10% of the cost incurred, and a $50 administrative fee.

Upon approval of the contract, the city secretary will begin preparation of the election calendar, documents, and notices, and begin preparation of the council candidate packets to be available in early February. Information regarding the 2011 election will be available in January.

RECOMMENDED ACTION

The city secretary recommends approval of the contract.

ELECTION AGREEMENT

CITY OF KERRVILLE

THE STATE OF TEXAS
COUNTY OF KERR

THIS AGREEMENT is made and entered into by and between Diane Bolin Tax Assessor/Collector (or designated employee) of Kerr County, Texas duly constituted and acting as County Elections Officer and the CITY OF KERRVILLE by and through David Wampler, its mayor, hereinafter referred to as The "CITY OF KERRVILLE" and by authority of Section 31.092, Vernon's Texas Civil Statutes, Election Code for conducting and supervision of the May 14, 2011 election for the CITY OF KERRVILLE in conjunction with said Election.

Diane Bolin, Tax Assessor/Collector (or designated employee) shall order all supplies for the election and distribute those supplies to the election personnel. Election forms and all records of the election shall be combined for use in this election on the tally equipment.

THIS AGREEMENT is entered into in consideration of the mutual covenants and agreement hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF KERR COUNTY

Diane Bolin Tax Assessor/Collector (or designated employee) agrees to coordinate, supervise, and handle all aspects in administering the CITY OF KERRVILLE elections in accordance with the provisions of the Texas Election Code and as outlined in this Agreement.

Diane Bolin, Tax Assessor/Collector (or designated employee) in connection with the holding and supervision of said election shall assume the following responsibilities:

a. Shall be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks and other election workers authorized to work at each voting location, and to arrange for the notification, including writ of election, and compensation of all presiding judges and alternate judges.

b. Election judges shall be responsible for picking up election supplies and materials at the time and place determined by Diane Bolin, Tax Assessor/Collector (or designated employee.) This responsibility will be set forth in the election judges' letter notifying the judge of his/her appointment.

c. Procure, prepare, proof, and distribute ballots.

d. Procure, prepare, and distribute election judge's kits.

e. Arrange for the use and compensation of polling locations.

f. Use Optical scanning eScan Equipment and DAU eSlate (Hart 6.2.1) for counting of ballots as certified by the Secretary of State to comply with Help America Vote Act for early voting and election day.

g. Assemble the list of registered voters to be used in conducting the election in conformity with the election precincts established for the election.

h. Publish the legal notice of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.

i. Supervise the handling and disposition of election returns, voted ballots, etc., and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.

j. Diane Bolin, Tax Assessor/Collector (or designated employee) will prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the CITY OF KERRVILLE as soon a possible after all returns have been tabulated, but in no event later than 2:00 p.m. on the 10th day following the election. CITY OF KERRVILLE will be responsible for the official canvass of its General Election.

k. All early voting ballots (those cast by mail and those cast by personal appearance) will be prepared for counting by an Early Voting Ballot Board.

l. Handle all aspects of Early Voting including those voting by mail.

m. Prepare the results of the election for CITY OF KERRVILLE to conduct its own canvass of the election as prescribed by law.

n. Provide at no cost for the storage of all election records as provided by law

II. DUTIES AND SERVICES OF CITY OF KERRVILLE

CITY OF KERRVILLE in connection with the holding and supervision of said election shall assume the following responsibilities and shall directly bear any cost for the same:

a. Shall receive from their candidates all documents filed under Title 15 of the Texas Election Code relating to campaign contributions and expenditures.

b. Preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by the appropriate office or body and post or publish in the required time frame.

c. Prepare and send out "Notice of Drawing" for a place on the Ballot to all eligible candidates.

d. Election Officers with a list provided by Diane Bolin Tax Assessor/Collector (or designated employee) shall be appointed and approved through the governing body of the CITY OF KERRVILLE. The Election Officers are as follows: Early Voting Judge, Election Day Judge, Election Day Alternate Judge, Central Counting Station Manager, Tabulation Supervisor, Presiding Judge, and Early Voting Ballot Board Judge.

e. Polling Location shall be appointed and approved through the governing body of the CITY OF KERRVILLE.

f. Deliver to Diane Bolin, Tax Assessor/Collector (or designated employee) as soon as possible, a list showing the official wording for the Election titles that are to be printed on the ballot with the exact form, orders, wording, and spelling that is to be used.

g. Pay any additional costs incurred by Diane Bolin, Tax Assessor/Collector (or designated employee) if a recount for the election is required, or the election is contested in any manner.

h. Shall issue "Certificates of Election" to candidates elected after the Official Canvass.

i. The CITY OF KERRVILLE will be responsible for the official canvass of its Election.

III. PAYMENT FOR SERVICES

a. The CITY OF KERRVILLE shall pay to Kerr County the actual expenses directly attributable to the Contract including the ten percent (10%) of the budget cost for Election Service Contract Fee pursuant to the Texas Election Code, Section 31.100 and the administrative fee of $50.00 per election. (See attached Estimated Cost Sheet.)

b. After the date of election and completion of all duties required of the Tax Assessor/Collector (or designated employee) shall then compute the final statement for all expenses including the ten percent (10%) of the budget cost for Election Service Contract Fee, the $50.00 Administration Fee and mail payment for the election services to Kerr County. The CITY OF KERRVILLE shall be responsible for paying this amount within thirty (30) days from the Final Cost Report.

c. If the election is cancelled a $75.00 administration fee is due.

IN WITNESS WHERE OF, the parties hereto have made and entered into this agreement this _______ day of ________________, ______.

Diane Bolin

Diane Bolin, Tax Assessor/Collector

(Or Designated Employee)

CITY OF KERRVILLE, TEXAS:

____

David Wampler, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

	ESTIMATED COST of City of Kerrville Election					
	County Election Services Contract Costs					**Estimate**
1	Ballot Printing Cost					
	First 1000 Ballots Free					$ -
2	Electronic Voting System Programming					
	Test and Sample Ballots					$ 1,600.00
* 3	Publication of Test of Electronic Voting Equipment					
	Newspaper-West Kerr Current					$ 40.00
	Other Newspapers as requested per their fees					
* 4	Charge for Wireless Internet					$ 435.00
* 5	Lease of Voting Machines					
	Early Voting and Election Day					
		# of Units	**Lease Cost**			
	eSlates	2	**$37.50**			$ 75.00
	JBC	2	**$37.50**			$ 75.00
	eScans	2	**$67.50**			$ 135.00
	Tally Computer	1	**$57.75**			$ 57.75
	Lap Top Computer	1	**$52.50**			$ 52.50
6	Precinct Election Judges and Clerks					
	$10.00 per Hour					
	Early Voting Clerk			2	**80 hours**	$ 1,600.00
	Election Day Judge & Alternate Judge			2	**14 Hours**	$ 280.00
	Election Day Clerks			4	**14 hours**	$ 560.00
	Early Ballot Board Clerks			3	**2hours**	$ 60.00
	Tabulation Supervisor & Personnel			3	**2 hours**	$ 60.00
	Election Night Workers		-	-		$ -
7	Fee for Pickup of Supplies before Election Day and					
	Delivery of Supplies after Polls Close Per Election Day Judge					$ 25.00
8	Technical Support Personnel					$ -
9	Miscellaneous Election Costs					
	Elections Kits			2	$ 42.50	$ 85.00
	Central Counting Station Kit			1	$ 12.00	$ 12.00
*	Shipping of Ballots and Kits & MBB's for programming					$ 40.00
	Postage - Appointment of Judges & Clerks			7	$ 0.60	$ 4.20
	Postage - Writ of Election to Judge			1	$ 0.60	$ 0.60
	Postage - Mail Ballots			100	$ 0.60	$ 60.00
	Mail Ballot Kits			100	$ 1.30	$ 130.00
	SUBTOTAL EXPENSES - Cost of the Election					$ 5,387.05
10	Election Service Contract Fee (10% of Cost)					$ 538.71
	Administrative Fee					$ 50.00
11	**TOTAL COST OF ELECTION**					$ 5,975.76
	Balance due 30 days after Final Cost Report					
*	**The following items may be divided in half with Kerrville ISD:**					
3	Publication - Newspaper					
4	Internet Charge					
5	Lease - Election Machines					
6	Early Ballot Board Clerks & Tabulation Supervisor & Personnel					

Agenda Item:
(Staff)

3C. Authorize contract extension with Unifirst Corporation for uniform service from December 18, 2010, through December 19, 2011.

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

SUBJECT: Extension of Uniform Service Contract

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED**: November 30, 2010

SUBMITTED BY: Mike Erwin, Director of Finance

CLEARANCES: Todd Parton, City Manager

EXHIBITS: Letter from Unifirst

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
			Various Accounts

PAYMENT TO BE MADE TO:

APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE: JME

SUMMARY STATEMENT

On September 9, 2008, the city awarded a contract to Unifirst for uniform service. Council approved a one year contract with four one year extensions. This service will be spread to the various divisions that provide uniforms to their employees. The term of the supply contract will be December 18, 2010, through December 19, 2011.

The finance department recommends the contract be renewed for an additional year. A letter from Unifirst is attached, which states the terms of the contract will remain the same.

RECOMMENDED ACTION

Staff recommends that the City Council authorize the City Manager to extend the contract for the additional term.

UniFirst Corporation
603 Mill Run
Kerrville, Texas 78028
Phone: 830-257-8090
Fax: 830-257-8086

November 30, 2010

City of Kerrville
Mr. Mike Erwin
Director of Finance
800 Junction Hwy
Kerrville, Texas 78028

This addendum is in regards to the City of Kerrville requesting an extension of the current uniform service agreement that is due to expire on December 18, 2010. UniFirst Corporation agrees to extend the current agreement for a period of one year (52 weeks) commencing on December 18, 2010 and expiring on December 19, 2011.

This is an extension to the original agreement executed by The City of Kerrville and UniFirst Corporation on December 18, 2008. All terms and conditions agreed to in the original agreement will be enforceable and remain the same to include: unit price per item and exemption from any price increases. All modifications or additional terms to this agreement must be in writing and signed by both parties.

Antonio G. Cordova
Branch Manager
UniFirst Corporation

Todd Parton
City Manager
City of Kerrville

<u>Agenda Item:</u>
(Staff)

3D. Approval of a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Hill Country Sports Shooting Center in the amount of $494,838.00.

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

SUBJECT: Approve a funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and Hill Country Shooting Sports Center regarding the Olympic Air Hall

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED**: November 30, 2010

SUBMITTED BY: Mindy N. Wendele, Director of Business Programs **CLEARANCES:** Todd Parton, City Manager

EXHIBITS: Funding agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

Expenditure Required:	**Current Balance in Account:**	**Amount Budgeted:**	**Account Number:**
$494,838.00	$781,000 (cat.1)	$	40-800-306

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

SUMMARY STATEMENT

Jack Burch, executive director of the Hill Country Shooting Sports Center, requested to be included on October 18, 2010 EIC Board meeting to make a presentation and funding request concerning the air hall project at the Center. Mr. Burch completed an application and provided the necessary support documents. He showed a brief PowerPoint presentation detailing the project and highlighting the economic impact the air hall would have on Kerrville and Kerr County.

The EIC board members voted to direct staff to hold a public hearing for consideration of the funding request during the November 15, 2010 meeting. The public hearing was conducted and the funding agreement between the Economic Improvement Corporation and the Hill Country Shooting Sports Center was approved. The funding amount is $494,838.00.

RECOMMENDED ACTION

Approve the funding agreement.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN HILL COUNTRY SHOOTING SPORTS CENTER AND THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement entered into by and between HILL COUNTRY SHOOTING SPORTS CENTER, INC. ("HCSSC"), a Texas nonprofit corporation, acting herein by and through its duly authorized Executive Director, Jack N. Burch, II ("HCSSC Officer"), and the CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION ("EIC"), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 (otherwise known as the Development Corporation Act of 1979, hereafter referred to as "the Act"), acting by and through its duly authorized President, Bill Crumrine.

WITNESSETH:

WHEREAS, the EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects including but not limited to:

> Buildings, equipment, facilities, expenditures and improvements which are required or suitable for use for professional and amateur (including children's) sports, athletic, entertainment and tourist purposes and events, including stadiums, auditoriums, exhibition facilities and other related improvements that enhance any of those items; and

WHEREAS, pursuant to Section 4B of the Act, the EIC is authorized to provide funding to construct projects which the EIC finds to be encompassed within the definition of "Projects" as that word is defined by Section 2 and Section 4B of the Act; and

WHEREAS, HCSSC operates a shooting facility and hosts various competitions and activities, some of which are part of U.S. Olympic training or competitions; and

WHEREAS, HCSSC seeks to construct an air hall which will be used in furtherance of its operations and as a means of staging additional events and competitions, which will help attract additional competitors and tourists; and

WHEREAS, HCSSC has applied for a grant from EIC for funds necessary to construct the air hall; and

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

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with HCSSC to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to HCSSC for costs related to the construction of the air hall; and

WHEREAS, on November 15, 2010, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 4B(n) of the Act related to the proposed expenditure of 4B revenues for the purposes provided above;

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

ARTICLE I.
EIC'S OBLIGATIONS

A. The EIC hereby grants HCSSC Four Hundred Ninety Four Thousand Eight Hundred Thirty Eight and No/100 Dollars ($494,838.00) ("Grant") for costs related to completing the construction of an Olympic 10-meter air rifle/air pistol "Olympic Air Hall," which will be an approximately 31,500 square foot building and will include competition areas, offices, storerooms, spectator areas, and a kitchen facility ("Project"). The Project shall be substantially as specified in the spreadsheet attached as **Exhibit A.**

B. Subject to the terms and conditions set forth in Article II, the Grant shall be provided to HCSSC by EIC and EIC shall administer the Grant on a reimbursable basis. Prior to any payment from EIC, HCSSC must first submit written evidence of costs, such as invoices, receipts and bills of sale for review and approval. Following each submission and verification thereof, which may include on-site inspections to confirm construction, EIC shall then reimburse HCSSC for the cost.

C. Payments made by EIC to HCSSC from 4B Revenues shall be limited to the payments of "costs" as defined by the Act.

D. In no event shall the total amount of the Grant exceed Four Hundred Ninety Four Thousand Eight Hundred Thirty Eight and No/100 Dollars ($494,838.00).

E. HCSSC specifically agrees that EIC shall only be liable to HCSSC for the actual amount of the Grant to be conveyed to HCSSC and shall not be liable to HCSSC for any other actual or consequential damages, direct or indirect, interest, attorney fees, or costs of court for any act of default by EIC under the terms of this Agreement.

ARTICLE II.
HCSSC'S OBLIGATIONS

A. HCSSC agrees to complete its construction of the Project on or before June 30, 2011. Failure to complete construction of the Project by this date shall terminate the obligation of EIC to make any additional payments of the Grant.

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

C. Following the initial payment from EIC to HCSSC, HCSSC shall make written quarterly reports to EIC, or before the last day of each calendar quarter. Said reports, at a minimum, shall include information on the status of the Project and the estimated opening date of the Project.

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

ARTICLE III.
REIMBURSEMENT

A. If HCSSC fails to operate and open the entire Project to public use by June 30, 2011, the HCSSC shall repay EIC One Hundred Thousand and No/100 Dollars ($100,000.00). The repayment shall be made as soon as commercially practicable after the receipt of a written demand by EIC, but in no event later than thirty (30) days from the receipt of such written demand. Upon repayment thereof, HCSSC shall have no further obligation under this Agreement. EIC shall have the discretion to consider relevant circumstances before demanding repayment and may require partial repayment in appropriate circumstances. Failure to reimburse EIC within thirty (30) days of HCSSC's receipt of such demand shall constitute a breach of this Agreement.

B. Notwithstanding any other provision in this Agreement, HCSSC shall in no event be required to repay any amount in excess of the Grant monies actually received under this Agreement.

ARTICLE IV.
SALE OF PROJECT, MERGER OR CONSOLIDATION OF HCSSC

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

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

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

ARTICLE V.
HCSSC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI.
EIC'S REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VII.
MAJOR FORCES PREVENTING HCSSC FROM CARRYING OUT ITS OBLIGATIONS UNDER THIS AGREEMENT

If, by reason of force majeure, such as fire, flood, windstorm, drought, or other act of God, act of war, act of terrorism, labor strike, or economic downturn affecting HCSSC, HCSSC is reasonably unable to fulfill its obligations under this Agreement, HCSSC shall use reasonable and diligent efforts to rectify the situation to allow it to perform its obligations specified herein with all due haste. In the event that the situation cannot be rectified within six (6) months after the occurrence of the force majeure, either party may terminate this Agreement by providing thirty (30) days advance written notice to the other without further liability hereunder except that termination under this provision shall not excuse HCSSC from any applicable reimbursement obligations under Article III of this Agreement.

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

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

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

B. The appointment of a receiver of HCSSC, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

C. The adjudication of HCSSC as bankrupt.

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

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

ARTICLE IX.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article IX, the non-breaching party shall have the sole right and discretion to either terminate this Agreement or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that no party hereunder shall be entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that no party hereunder shall be liable to the other party for any other actual or consequential damages for any act of default by such party under the terms of this Agreement.

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

ARTICLE X.
GENERAL PROVISIONS

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

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

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

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

1. For EIC

President – Bill Crumrine
City of Kerrville, Texas, Economic Improvement Corporation
800 Junction Highway
Kerrville, Texas 78028
Facsimile: (830) 792-3850

With a copy to:

Mindy Wendele
Director of Business Programs
City of Kerrville
800 Junction Highways
Kerrville, Texas 78028
Facsimile: (830) 792-3850

2. For HCSSC

Jack N. Burch, II
Executive Director
Hill Country Shooting Sports Center
1886 Cypress Creek Rd.
Kerrville, Texas 78028
Facsimile: (830) 995-2169

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

HCSSC may, without written consent of EIC, assign this Agreement to any entity controlled and 100% owned by HCSSC or by the parent, subsidiary or affiliate of HCSSC provided the entity assumes all of HCSSC's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of HCSSC and HCSSC provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.

F. <u>Parties In Interest</u>. Nothing in this Agreement shall entitle any party other than HCSSC or EIC to any claim, cause of action, remedy or right of any kind except as expressly provided in Article IV.

G. <u>Term</u>. The term of this Agreement (the "Term") shall commence on November 15, 2010 (the "Effective Date"), and shall terminate on the earlier of: (i) June 30, 2011, or when the requirements set forth in this Agreement are completed; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article IX, Paragraph B; (iv) when terminated pursuant to Article VIII; (v) at HCSSC's sole and absolute discretion, upon HCSSC's return of all Grant funding to EIC that it has received under this Agreement; (vi) upon HCSSC's repayment of all monies that are demanded by EIC and are in fact required to be repaid by HCSSC under Article III; or, (vii) upon a termination of this Agreement by EIC pursuant to Article VIII. Upon termination of this Agreement as specified herein, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

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

I. <u>Indemnity</u>. **IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT HCSSC, IN PERFORMING ITS OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY, AND EIC ASSUMES NO RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH TO THEIR PARTIES. HCSSC AGREES TO INDEMNIFY AND HOLD HARMLESS EIC, ITS OFFICERS AND AGENTS, AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS**

SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY HCSSC'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR BY ANY NEGLIGENT ACT OR OMISSION OF HCSSC, ITS OFFICER, AGENTS, ASSOCIATES OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; AND NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EIC UNDER TEXAS LAW.

J. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

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

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

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

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

Bill Crumrine

Bill Crumrine, President

ATTEST:

Glenn R. Harvey

Secretary to the Corporation

APPROVED AS TO FORM:

Michael C. Hayes

Michael C. Hayes, City Attorney

HILL COUNTRY SHOOTING SPORTS CENTER

By: ______________________________
Jack N. Burch, II
Executive Director

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Agenda Item:

(Staff)

3E. Authorize the purchase of an ambulance from Frazer Ambulance Company through Dallas Dodge Chrysler Jeep, in the amount of $150,500.

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

SUBJECT: PURCHASE TYPE 1 AMBULANCE

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED**: December 2, 2010

SUBMITTED BY: Robert Ojeda
Fire Chief

CLEARANCES: Todd Parton
City Manager

EXHIBITS: FRAZER BUYBOARD QUOTE #6774B-BBOARD

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$150,500	**$182,295**	**$182,295**	**01-830-503**

PAYMENT TO BE MADE TO: DALLAS DODGE CHYSLER JEEP
REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Fire Chief is requesting authorization from the City Council to award a contract for the purchase of a Type 1 Ambulance from Buyboard Quote #6774B-BBOARD. This contract was awarded to Frazer Ambulance Company through their licensed dealer, Dallas Dodge Chrysler Jeep. 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 5-year vehicle replacement plan.

One (1) 2011 Dodge 4500 Chassis and 14' Module-----------$150,500

The required funds were approved by the City Council on September 28, 2010 and are available in the 2010/2011 Budget

RECOMMENDED ACTION

Authorizing the city manager to purchase a Type 1 Ambulance at the price indicated above.

FRAZER
The Leader in Generator Powered EMS Modules

December 2, 2010

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

Quote #6774B-BBOARD

Mr. Maloney,

Below is itemized pricing for one (1) Frazer 14' Generator Powered Module mounted on a Dodge Ram 4500 Cummins diesel chassis.

Item 1 - 14' Modular Body on Additional Duty Dodge Ram 4500 Cummins diesel chassis	$	126,500.00
Published Options:		
Granning air suspension system	$	5,500.00
Heat shielding for diesel chassis	$	1,500.00
Paint module single color to match factory chassis color other than white	$	850.00
Double 8" 3M reflective stripe with non-reflective pinstripe and basic reflective lettering	$	2,700.00
3M diamond grade conspicuity tape in Chevron pattern on rear of module including entry doors	$	1,500.00
3M diamond grade conspicuity tape on panel of exterior compartments	$	300.00
Buell dual 10" & 12" air horns with compressor	$	1,700.00
Running boards	$	450.00
Arm rests on console	$	200.00
2 high powder coated aluminum glove box holder (x 3)	$	375.00
Paramedic Design holder PD-I above squad bench	$	450.00
2 high powder coated aluminum "D" cylinder holder	$	150.00
Extra overhead grab rails on a Type I or Type III 14' unit	$	275.00
EVS captain's chair with built-in child safety seat	$	700.00
Extra oxygen outlet	$	350.00
Ferno Lifepak bracket	$	675.00
Additional 120VAC duplex outlet	$	125.00
Lip at bottom of front inside/ outside compartment	$	50.00
Lip on shelf of front inside/ outside compartment	$	50.00
Squad bench cabinet with padding on the end	$	600.00
Netting at front of squad bench	$	750.00
Radio speakers in module off chassis radio with volume control	$	450.00
PurAir UV filtration system in module	$	1,500.00
Ignition kill switch	$	225.00
Dri-Deck in applicable exterior compartments	$	300.00
Large aluminum map holder (each)	$	175.00

Unpublished Options:

Ranch Hand Legend Series full replacement front bumper w/ wrap arounds	$	1,300.00

Base Price	$	126,500.00
Published Options	$	21,900.00
Unpublished Options	$	1,300.00
Buy Board fee	$	800.00
Total	$	150,500.00

Per TMVCC we are quoting this through our licensed franchise dealer, Dallas Dodge Chrysler Jeep.

Please make your purchase order out to Dallas Dodge Chrysler Jeep (1150 LBJ Freeway, Dallas, TX 75238). Please email a copy of your purchase order and this quote to Steve Dornak with Dallas Dodge Chrysler Jeep at sdornak@swbell.net, and to Laura Richardson at lrichardson@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

Laura Richardson
Frazer, Ltd.

LGR:AF

Agenda Item:

(Staff)

4A. A resolution granting a conditional use permit for an approximate 4.67 acre tract of land situated in the Samuel Wallace Survey No. 113, Abstract No. 347, within the City of Kerrville, Kerr County, Texas, generally located northwest of the Main Street and Clearwater Paseo intersection, and located within the 32-E (eastside) district; by permitting said property to be used for manufacturing and industry, limited (contractor yard); and making said permit subject to certain conditions and restrictions.

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

SUBJECT: Public Hearing: Conditional Use Permit (CUP) – Consider a request for a CUP for manufacturing and industrial – limited to allow a contractor's yard for Atmos Energy on a 4.67 acre tract located northwest of the Main Street and Clearwater Paseo intersection.

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED:** December 3, 2010

SUBMITTED BY: Gordon Browning GB **CLEARANCES:** Kevin Coleman KC

EXHIBITS: Location Map, Resolution with concept plan

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:
APPROVED FOR SUBMITTAL BY DIRECTOR OF ADMINISTRATIVE SERVICES:

SUMMARY STATEMENT

Project Timeline:

- October 18, 2010 – Application for a CUP accepted for review by the City.
- November 3, 2010 – Development Review Committee (DRC) review process completed.
- November 4, 2010 – Notice of the required public hearing published in The Kerrville Daily Times and mailed to property owners within 200-feet of the subject tract.
- November 12, 2010 – Staff comments and draft resolution to applicant.
- November 18, 2010 – Public hearing before the Planning and Zoning Commission (P&Z) and consideration of a recommendation to the City Council.
- **December 14, 2010 – Public hearing before the City Council and consideration of a resolution approving the CUP.**

CUP Process/Summary:

- Per the Zoning Code, a contractor's yard (per manufacturing and industrial-limited) use in the E-32 (East Side) District requires the approval of a CUP (Conditional Use Permit) by the City Council. The applicant proposes to develop an office/warehouse use for the maintenance and construction of natural gas pipelines in the Kerrville area.

- As stated, the applicant is proposing to develop an office, warehouse and service facility on the subject 4.67 acre tract. In addition to the initial development, the site shows areas for future expansion. The proposed use in the E-32 (East Side) District requires approval of a CUP.

- As stated in the attached resolution for this proposal, a development site plan will be required prior to acceptance and review of civil construction and building plans.

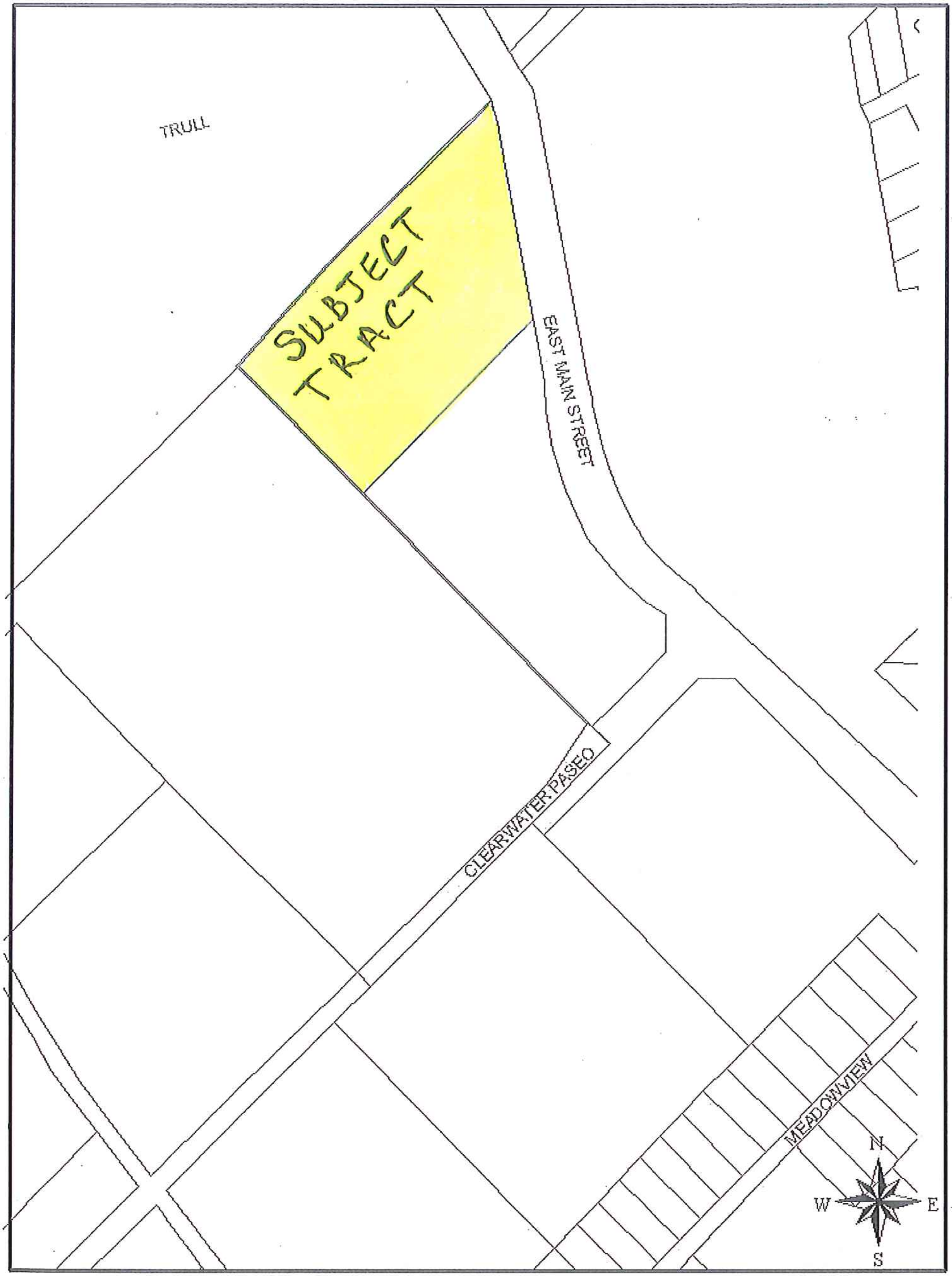
- Per the Zoning Code, the P&Z and/or City Council may impose additional requirements and conditions of approval as are needed to ensure that a use requested by a CUP is compatible and complementary to adjacent properties.

- The Planning and Zoning Commission (P&Z) at their November 18, 2010 meeting, following a public hearing and discussion, recommended approval of the requested CUP subject to the conditions outlined in the attached resolution. No one from the public spoke at the public hearing.

RECOMMENDED ACTION

1. Open the public hearing and receive comments, and

2. Render a decision regarding the requested CUP.


TRULL
SUBJECT TRACT
EAST MAIN STREET
CLEARWATER PASEO
MEADOWVIEW
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CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ___-2010

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR AN APPROXIMATE 4.67 ACRE TRACT OF LAND SITUATED IN THE SAMUEL WALLACE SURVEY NO. 113, ABSTRACT NO. 347, WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, GENERALLY LOCATED NORTHWEST OF THE MAIN STREET AND CLEARWATER PASEO INTERSECTION, AND LOCATED WITHIN THE 32-E (EASTSIDE) DISTRICT; BY PERMITTING SAID PROPERTY TO BE USED FOR MANUFACTURING AND INDUSTRY, LIMITED (CONTRACTOR YARD); AND MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS

WHEREAS, the City Planning and Zoning Commission and the City Council of the City of Kerrville, Texas, in compliance with the City Charter and state law with reference to the granting of conditional use permits under Title 11, Chapter I of the Code of Ordinances of the City of Kerrville, Texas, and the official zoning map adopted thereby, having given the requisite notices by United States mail, publication, and otherwise; and after holding due hearings and affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the City Council of the City of Kerrville, Texas, finds that the health, safety and general welfare will be best served by the granting of a Conditional Use Permit, set out hereinafter, subject to the special conditions and restrictions set out hereinafter on the property described in Section One hereof;

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

SECTION ONE. A Conditional Use Permit is granted to permit the property described below to be used for Manufacturing and Industry, Limited, as currently defined in Article 11-I-3 of the Code of Ordinances of the City of Kerrville, Texas, and under this definition, its use limited to that of a contractor yard and subject to the provisions of this Resolution and other applicable City ordinances and regulations:

> **An approximate 4.67 acre tract of land out of the Samuel Wallace Survey No. 113, Abstract No. 347, within the City of Kerrville, Kerr County, Texas; and being more particularly described in Exhibit A, referred to herein as the "Property".**

SECTION TWO. In addition to the use and development regulations currently applicable to the Property, the Property may be developed and used for Manufacturing and Industry, Limited, and restricted to its use as a contractor yard, and shall be subject to the following additional regulations:

A. **Concept Plan and Elevation:** The development of the Property shall conform substantially with the concept plan and elevations, which may be found in the attached **Exhibits B and C.**

B. **Development Site Plan**: Prior to the City's acceptance or permitting of any civil construction or building plans, a Development Site Plan shall be submitted to the City pursuant to City regulations.

C. **Platting:** The development of the Property shall be subject to the City's subdivision regulations, which includes submittal and approval of a plat of the Property.

D. **Signs:** Signage shall be limited to the wall sign as indicated in **Exhibit C**, and one (1) free-standing monument sign adjacent to Main Street, which sign shall not exceed eight feet (8.0') in height above the adjacent street grade and thirty-six (36) square feet of sign face per side.

E. **Exterior Lighting:** Any exterior lighting shall be located, shielded, and aimed in such a manner so as not to allow light to directly fall onto adjacent properties or streets.

F. **Parking:** The design and number of parking spaces shall be in accordance with the City's regulations in effect at the time building permits are submitted to the City. All required parking spaces shall be constructed of asphalt or concrete and shall be marked and kept available for employees, customers, or invitees.

G. **Screening**: Screening shall be required in accordance with City regulations in effect at the time individual building permits are submitted to the City. The service yard shall be secured by a solid six foot (6.0') fence.

H. **Visibility Triangles**: Visibility triangles shall be established and maintained pursuant to existing City regulations for the entrance to the Property from any street.

I. **Outdoor Storage**: The outdoor storage of vehicles and materials shall be within a fenced area and at no time be located closer to the street than the face of any building.

J. **Trash and Other Solid Waste**: Solid waste collection bins and dumpsters shall be equipped with lids and screened with a gate with an opaque screen on one side and finished to look substantially like the adjacent building(s) on the remaining three sides. No solid waste collection bin and/or dumpster shall be located closer to the street than the face of the main building.

K. **Landscaping Regulations**: Landscaping shall be installed in accordance with the following:

   1. Plant materials planted on the property shall be from the list of recommended plants set forth in the most recent edition of Recommended Plants for the Kerrville Area published by the City at the time of planting.

   2. All landscaping shall be maintained in a healthy, growing condition.

L. **Sidewalks**: The construction of sidewalks shall be required and constructed in accordance with City regulations in effect at the time building permits are submitted.

M. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in Title 11, Chapter I of the Code of Ordinances of the City of Kerrville, as amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in Title 11, Chapter I of the Code of Ordinances of the City of Kerrville, as amended or superseded, the provisions of this Resolution shall prevail.

SECTION THREE. This Resolution and the Conditional Use Permit granted herein shall be subject to termination in accordance with Article 11-I-13 of the Code of Ordinances of the City of Kerrville, Texas.

PASSED AND APPROVED ON this the _____ day of _______________ A.D., 2010.

David Wampler, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

T:\Legal\DEVELOPMENT SERVICES (planning)\Zoning\CUP\Mnfr & Industry_111110.doc

FIELD NOTES DESCRIPTION FOR 4.67 ACRES OF LAND OUT OF THE HERVEY SQUARE LIMITED PARTNERSHIP LAND ALONG MAIN STREET IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 4.67 acres, more or less, out of Samuel Wallace Survey No. 113, Abstract No. 347 in the City of Kerrville, Kerr County, Texas; part of a certain 54.206 acre tract conveyed from Four States Financial Corporation to Hervey Square Limited Partnership by a Warranty Deed executed the 20th day of September, 2005 and recorded in Volume 1469 at Page 302 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron stake found in the northwest line of said 54.206 acre tract and southeast line of a certain 140½ acre tract conveyed from R.B. Vinson, et al to Schreiner Institute by a deed executed the 13th day of September, 1922 and recorded in Volume 40 at Page 379 of the Deed Records of Kerr County, Texas for the north corner of the herein described tract, the northwest corner of a certain 4.34 acre tract conveyed from Four States Financial Corp. to the City of Kerrville by a Right-of-Way Dedication executed the 27th day of October, 2003 and recorded in Volume 1329 at Page 490 of the Real Property Records of Kerr County, Texas and the south corner of a certain 1.96 acre tract conveyed from Schreiner College to the City of Kerrville by a Right-of-Way Dedication executed the 20th day of June, 2000 and recorded in Volume 1077 at Page 335 of the Real Property Records of Kerr County, Texas; which point bears: 1584.76 ft. North and 1028.41 ft. West from the southerly southeast corner of said 54.206 acre tract; and approximately 2966 ft. N45°E from the west or upper river corner of said Survey No. 113;

THENCE, upon, over and across said 54.206 acre tract with the west line of said 4.34 acre tract and westerly right-of-way line of Main Street, an eighty (80) ft. wide public street: S16°28'43"E, 46.96 ft. to a found ½" iron stake; and S10°42'45"E, 334.55 ft. to a ½" iron stake set for the east corner of the herein described tract;

THENCE, continuing upon, over and across said 54.206 acre tract S44°58'06"W, 533.71 ft. to a ½" iron stake set in its southwest line and the northeast line of Lot 1, Block 1 of Four States Addition, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 204 of the Plat Records of Kerr County, Texas for the south corner of the herein described tract;

THENCE, with the common line between said 54.206 acre tract and Lot 1, N44°49'03"W, 317.17 ft. to a ½" iron stake found in the southeast line of said 140½ acre tract for the west corner of the herein described tract and 54.206 acre tract, and the north corner of Lot 1;

THENCE, along or near the remains of a fence with the common line between said 54.206 and 140½ acre tracts N44°56'17"E, 743.59 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 1, 2010

Dated this 30th day of September, 2010

Lee C. Voelkel

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

OF TEXAS LEE C. VOELKEL 3909 PROFESSIONAL LAND SURVEYOR

EXHIBIT A

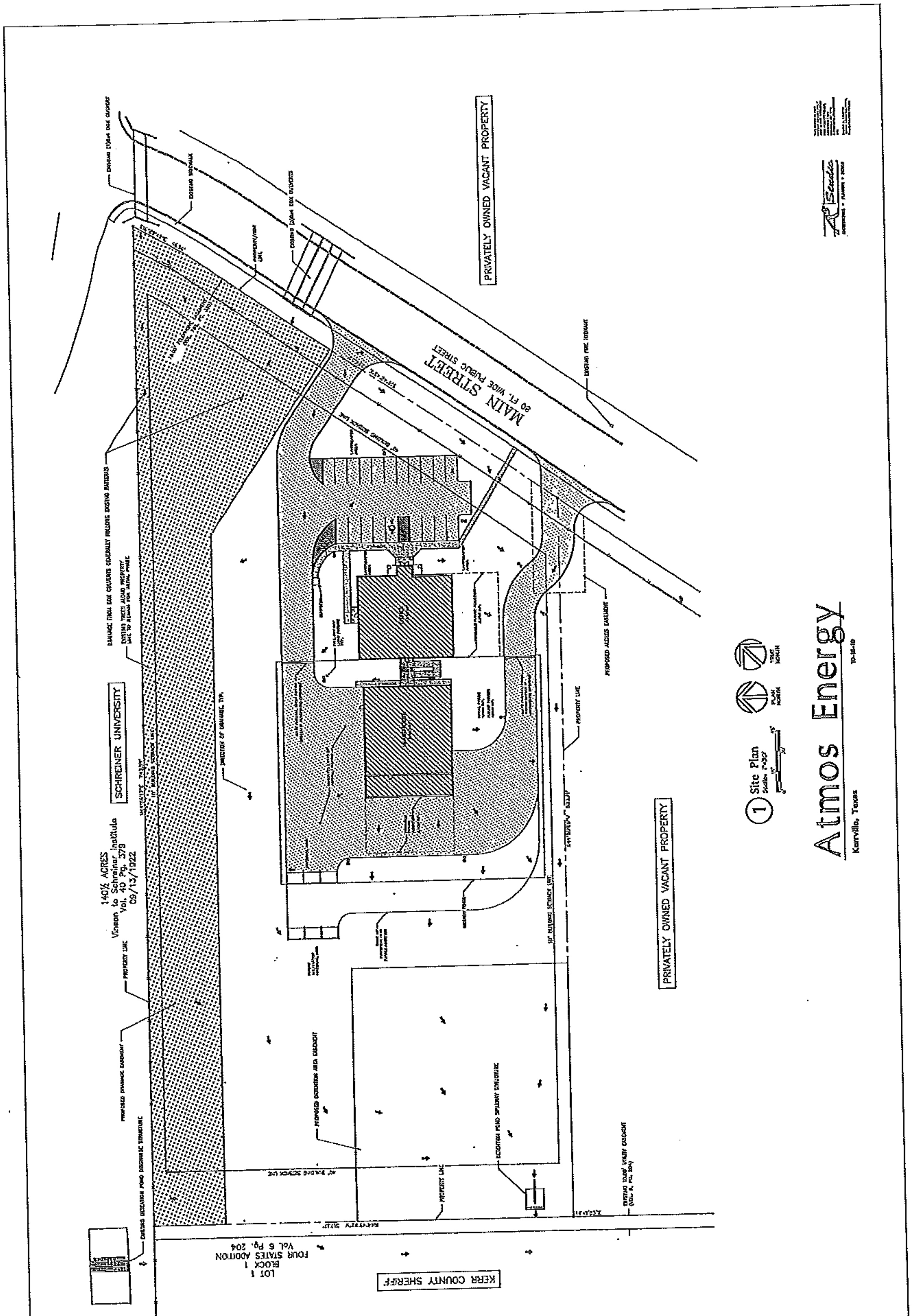
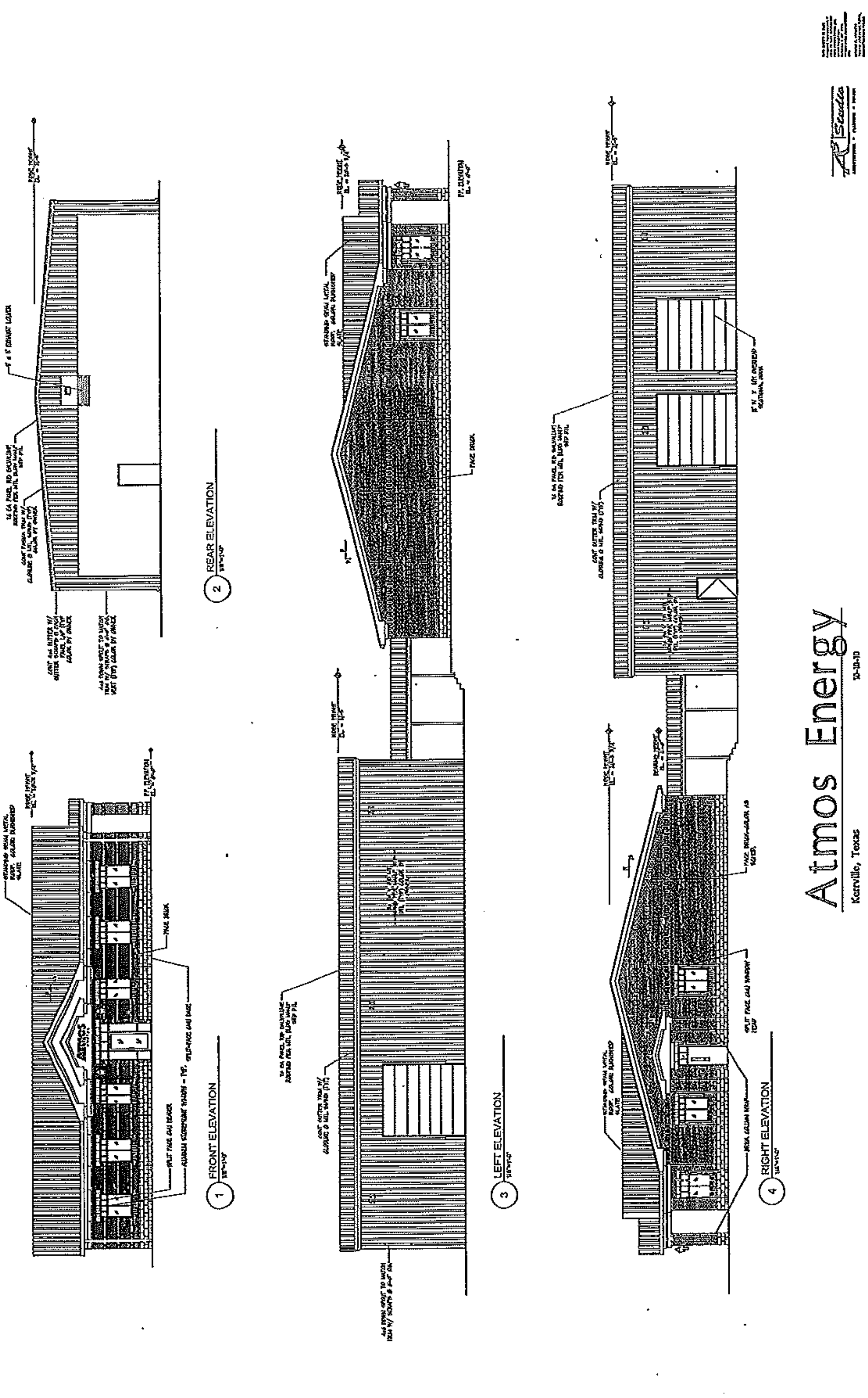

PRIVATELY OWNED VACANT PROPERTY
MAIN STREET
80 FT. WIDE PUBLIC STREET
SCHREINER UNIVERSITY
140½ ACRES
Vinson to Schreiner Institute
Vol. 40 Pg. 379
09/13/1922
PRIVATELY OWNED VACANT PROPERTY
KERR COUNTY SHERIFF
LOT 1
BLOCK 1
FOUR STATES ADDITION
VOL 6 Pg. 204
1 Site Plan
PLAN NORTH
TRUE NORTH
Atmos Energy
Kerrville, Texas

EXHIBIT B



FRONT ELEVATION
REAR ELEVATION
LEFT ELEVATION
RIGHT ELEVATION
Atmos Energy
Kerrville, Texas

EXHIBIT C

Agenda Item:
(Staff)

5A. An ordinance repealing Ordinance No. 2002-04 which created a "Planned Development District" on an approximately 2.99 acre tract of land generally located at the southeast corner of the intersection of Yorktown Boulevard and Stadium Drive, for indoor sports, recreation, and physical fitness activities and other uses generally associated with a community center; changing the zoning classification for said tract from the Planned Development District to the Gateway District; containing a cumulative clause; containing a savings and severability clause; and ordering publication.

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

SUBJECT: Public Hearing: Zoning Change and Conditional Use Permit (CUP) Request – Consider a request to change the zoning from PDD (Planned Development District) to GTW (Gateway) District on an approximately 3.02 acre tract with a CUP for vehicle maintenance and repair on an approximately 1.5 acre tract located at 512 Yorktown Blvd.

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED:** December 3, 2010

SUBMITTED BY: Gordon Browning **CLEARANCES:** Kevin Coleman

EXHIBITS: Location map, Applicant's request, Ordinance,

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:
APPROVED FOR SUBMITTAL BY DIRECTOR OF ADMINISTRATIVE SERVICES:

SUMMARY STATEMENT

Project Timeline:

- March 26, 2002 – Subject tract is zoned PDD, No. 2002-04, for a community center.
- October 18, 2010 – Application for a zoning change and CUP is accepted for review by the City.
- November 3, 2010 – Development Review Committee (DRC) review process completed.
- November 4, 2010 – Notice of the required public hearings published in The Kerrville Daily Times and mailed to property owners within 200-feet of the subject tract.
- November 12, 2010 – Staff comments with draft ordinance and resolution to applicant.
- November 18, 2010 – Public hearing before the Planning and Zoning Commission (P&Z) and consideration of a recommendation to the City Council.

- **<u>December 14, 2010</u> – Public hearing before the City Council and consideration of an ordinance for a zoning change on first reading.**

- <u>January 11, 2010</u> – Second and final reading of an ordinance for a zoning change and consideration of a resolution regarding the CUP.

<u>Zoning Change Process/Summary:</u>

- Per the zoning code and the proposed use, approval of a zoning change and CUP (Conditional Use Permit) will be required by City Council. The GTW (Gateway) District is being proposed as the base zoning district for the property, a vehicle maintenance and repair facility use in the GTW District requires approval of a CUP. Vehicle maintenance and repair is defined as a business primarily engaged in the repair of used cars, boats, motorcycles, recreational vehicles, campers, motor homes, farm implements/vehicles, trucks or trailers. The applicant has indicated that the primary use of this facility will be automotive, truck and recreational vehicle repair.

- As presented on the site plan, the applicant proposes to construct a new vehicle repair facility. The facility will consist of a retail sales/office area and a vehicle service area totaling approximately 10,000 square feet. Access to the site is proposed to be from Yorktown Blvd and Stadium Drive. The proposed location is directly across Yorktown Blvd from KISD's transportation facility.

- No underlying right exists to approve a zoning change request. The fact that the P&Z and City Council may review an application for a zoning change does not mean it must be approved. The burden falls on the applicant to show that the use would be a benefit to the particular area and to the general welfare of the City.

- The P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a CUP is compatible and complementary to adjacent properties.

- Unless specifically addressed in the attached ordinance and/or resolution, approval of the zoning change and CUP does not exempt the property owner and/or developer from any other ordinance or requirement related to the development of the property described. Approval of the zoning change and/or CUP is not a permit for development and/or construction.

- Prior to submission of any building and/or civil construction plans, the applicant shall submit a preliminary plat per the City's Subdivision regulations and a Development Site Plan for review and approval per the

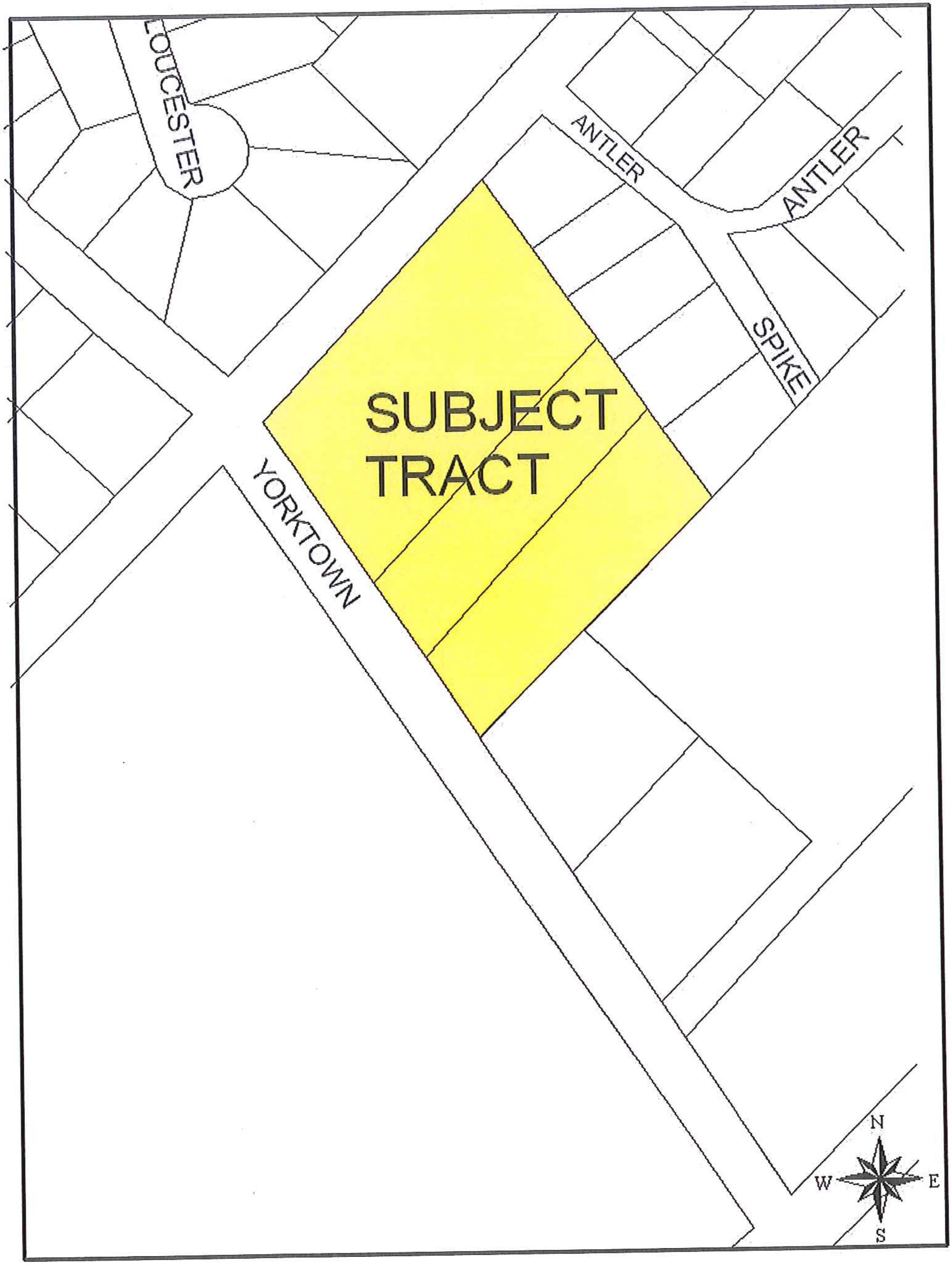
Zoning Code.

- The Planning and Zoning Commission (P&Z) at their November 18, 2010 meeting, following a public hearing and discussion, recommended approval of the zoning change to GTW District for the approximately 3.02 acre tract and also recommended approval of a CUP for vehicle maintenance and repair for the western (see location map) 1.5 acre tract subject to the conditions and stipulations outlined in the attached resolution. During the public hearing two (2) persons spoke in favor of the request and one (1) spoke in opposition. A letter of opposition is also attached.

RECOMMENDED ACTION

1. Open the public hearing and receive comments, and

2. Approve the zoning change requested as outlined in the attached ordinance on first reading.



LOUCESTER
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SPIKE
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YORKTOWN
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WALLACE, JACKSON & LOHMEYER, PC
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
820 MAIN ST., Suite 100
KERRVILLE, TEXAS 78028-5300
Telephone (830) 896-3811
Telecopier (830) 257-6119

Edgar A. Wallace, Of Counsel

David L. Jackson,
Board Certified Residential, Commercial
and Farm & Ranch Real Estate

Fred Lohmeyer
Board Certified in Estate Planning and
Probate Law

J. Stuart Lohmeyer

November 15, 2010

Mr. Gordon Browning
Senior Planner
City of Kerrville
800 Junction Hwy.
Kerrville, Texas 78028

Re: Zoning Change and Conditional Use Permit (CUP) Request
Your letter of November 4, 2010

Dear Mr. Browning:

We represent Noratco, Inc. Our client objects to the zone change made the subject of your November 4, 2010 letter in connection with the Applicant – David LeMeilleur.

Very truly yours,

WALLACE, JACKSON & LOHMEYER, PC

BY:____________________
David L. Jackson

DLJ/kr
NORATCO/LETTER TO CITY OF KERRVILLE

RECEIVED
NOV 17 2010

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2010-___

AN ORDINANCE REPEALING ORDINANCE NO. 2002-04 WHICH CREATED A "PLANNED DEVELOPMENT DISTRICT" ON AN APPROXIMATELY 2.99 ACRE TRACT OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF YORKTOWN BOULEVARD AND STADIUM DRIVE, FOR INDOOR SPORTS, RECREATION, AND PHYSICAL FITNESS ACTIVITIES AND OTHER USES GENERALLY ASSOCIATED WITH A COMMUNITY CENTER; CHANGING THE ZONING CLASSIFICATION FOR SAID TRACT FROM THE PLANNED DEVELOPMENT DISTRICT TO THE GATEWAY DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

WHEREAS, City Council on March 26, 2002, adopted Ordinance No. 2002-04, which created a Planned Development District for a tract of land generally located at the southeast corner of the intersection of Yorktown Boulevard and Stadium Driver, within the City of Kerrville; and

WHEREAS, Ordinance No. 2002-04 authorized said property to be developed and used for indoor sports, recreation, and physical fitness and other uses generally associated with a community center; and

WHEREAS, the property was never developed for any of the above-referenced uses; and

WHEREAS, the owner of the property now seeks to develop and use the property for uses that are allowed within the Gateway District; and

WHEREAS, pursuant to an application from the owner of the property for the proposed change in use, City staff recommends repealing Ordinance No. 2002-04, which will terminate the previously created Planned Development District for the property, and which will change the zoning classification for the property to the Gateway District; and

WHEREAS, the City Council of the City of Kerrville, Texas, has determined it is in the public interest to repeal Ordinance No. 2002-04, which created a Planned Development District for the property described above, and to change the zoning classification for the property to the Gateway District;

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

SECTION ONE. Based upon the recitals set forth above, Ordinance No. 2002-04 is repealed.

SECTION TWO. The zoning classification of the below described property is changed from a Planned Development District to the Gateway District:

A 2.997 acre or 130,535 square feet more or less, tract of land being Lot 23, of the G.N. Free Subdivision recorded in Volume 1, Page 90 of the Plat

Records of Kerr County, Texas, and described in a Warranty Deed recorded in Volume 90, Page 544 of the Deed Records of Kerr County, Texas, and in Cause No. 6639 recorded in Volume 1067, Pages 0002-0009, of the Official Public Records of Real Property of Kerr County, Texas, and that 0.75 acre tract described in a Warranty Deed recorded in Volume 767, Pages 658-660 of the Official Public Records of Real Property of Kerr County, Texas, and that 0.75 acre tract recorded in a Warranty Deed with Vendor's Lien recorded in Volume 947, Pages 258-288 of the Official Public Records of Real Property of Kerr County, Texas, out of the John C. Hays Survey No. 117, Abstract 182, and the B.F. Cage Survey No. 116, Abstract 106, in the City of Kerrville, Kerr County, Texas. Said 2.997 acre tract being more fully described in **Exhibit A.**

SECTION THREE. The provisions of this Ordinance are to be 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 shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Kerrville hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-I-9 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. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Secretary is authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

PASSED AND APPROVED ON FIRST READING, this the _____ day of _________, 2010.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ___ day of ____________________, 2011.

David Wampler, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

T:\Legal\DEVELOPMENT SERVICES (planning)\Zoning\Ord\PD\Repeal PDD Ordinance 2002-04_Yorktown-Stadium_111110.doc

EXHIBIT A

BEGINNING at a set ½" iron rod with a yellow cap marked "Pape-Dawson" in the intersection of the northeast right-of-way line of Yorktown Boulevard, a 50-foot right-of-way and the southeast right-of-way line of Stadium Drive a 70-foot right-of-way at the west corner of this tract;

THENCE: N 45°09'18"E, bearings based on true north from GPS observations, along with the southwest right-of-way line of Stadium Drive, a distance of 340.74 feet, N 45°00'00"E, 340.8 feet by plat, to a found ½" iron rod with cap marked Voelkel, at the north corner of this tract and the west corner of Lot 5 of the Antler Heights Subdivision recorded in Volume 2, Page 81 of the Plat Records of Kerr County, Texas;

THENCE: S 33°54'39"E, departing the southeast right-of-way line of Stadium Drive, along and with the southwest line of Antler Heights Subdivision, a distance of 193.53 feet, S 33°49'00"E, 194.8 feet by plat, to a found ½" iron rod at the east corner of said Lot 23 and the north corner of the aforementioned 0.75 acre tract recorded in Volume 947, Pages 285-288 of the Official Public Records of Real Property of Kerr County, Texas;

THENCE: S 33°43'38"E, continuing along and with the southwest line of the Antler Heights Subdivision, passing at 98.00 feet the common corner of the aforementioned 0.75 acre tracts, and continuing for a total distance of 196.17 feet, S 33°30'00"E, 196.0 feet by deeds, to a found ½" iron rod at the east corner of this tract and the south corner of Lot 1 of the Antler Heights Subdivision, said iron rod also lying on the northwest line of Lot 4 of Langtry Addition recorded in Volume 6, Page 159 of the Plat Records of Kerr County, Texas;

THENCE: S 44°55'46"W, departing the southwest line Antler Heights Subdivision, along and with the northwest line of Langtry Addition, a distance of 341.00 feet, S 45°00'00"W, 340.8 feet by deed, to a found ½" iron rod in the northeast right-of-way line of Yorktown Boulevard at the south corner of this tract;

THENCE: N 33°41'06"W, along and with the northeast right-of-way line of Yorktown Boulevard, passing at 98.00 feet the common corner of the aforementioned 0.75 acre tracts, and continuing for a total distance of 195.11 feet, N 33°30'00"W, 196.0 feet by deeds, to a found ½" iron road at the south corner of said Lot 23;

THENCE: N 33°57'05"W, along and with the northeast right-of-way line of Yorktown Boulevard, a distance of 195.96 feet, N 33°51'00"W, 196.0 feet by plat to the POINT OF BEGINNING and containing 2.997 acres of land in the City of Kerrville, Kerr County, Texas.

FIELD NOTES DESCRIPTION FOR LOT NO. 23 OF THE
G. N. FREE ADDITION TO THE CITY OF KERRVILLE,
KERR COUNTY, TEXAS

Being all of a certain lot, tract or parcel of land comprising, approximately, 0.06 acre out of B. F. Cage Survey No. 116, Abstract No. 106, and 1.44 acres out of John C. Hays Survey No. 117, Abstract No. 182, in the City of Kerrville, Kerr County, Texas; all of Lot No. 23 of the G. N. Free Addition to the City of Kerrville, the plat of which is recorded in Volume 1 at Page 90 of the Plat Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at a ½" iron stake found at a fence cornerpost in the northeast line of Yorktown Boulevard, a public street, for the south corner of the herein described tract and said Lot No. 23, the west corner of 0.75 acre conveyed to Mike Coffee, et ux, from Marcus W. Kunz, et ux, by a Warranty Deed with Vendor's Lien executed the 16th day of April, 1998 and recorded in Volume 947 at Page 285 of the Real Property Records of Kerr County, Texas;

THENCE, with the southwest line of said Lot No. 23, the northeast right-of-way line of said Yorktown Boulevard, N.33°57'05"W., along a fence, at 164.5 ft. passing an anglepost, then continuing not along a fence, crossing a drainage ditch, for a total distance of 195.96 ft. (N.33°51'W. 196 ft.) to a ½" iron stake set for the west corner of the herein described tract and said Lot No. 23 at the intersection with the southeast right-of-way line of Stadium Drive, a public street;

THENCE, with the northwest line of said Lot No. 23, the southeast right-of-way line of said Stadium Drive, N.45°09'18"E., crossing said drainage ditch, at 34.8 ft. passing a fence anglepost, then continuing along a fence for a total distance of 340.74 ft. (N.45°E. 340.8 ft.) to a ½" iron stake set at a three-way fence cornerpost for the north corner of the herein described tract and said Lot No. 23, the west corner of Lot No. 5 of Antler Heights, a subdivision of record in Volume 2 at Page 81 of the Plat Records of Kerr County, Texas;

THENCE, along a fence with the common line between said Lot No. 23 and said Antler Heights, S.33°54'39"E. 193.53 ft. (S.33°49'E. 194.8 ft.) to a ½" iron stake found at a three-way cornerpost for the east corner of the herein described tract and said Lot No. 23, the north corner of said 0.75 acre;

THENCE, along a fence with the common line between said Lot No. 23 and said 0.75 acre, S.44°44'58"W. 341.07 ft. (S.45°W. 340.8 ft.) to the PLACE OF BEGINNING containing 1.50 acres of land, more or less, within these metes and bounds.

I hereby certify that these field notes and accompanying plat are accurate descriptions of the property contained therein as determined by a survey made on the ground under my direction and supervision, and that all property corners are marked as stated. (Bearing basis = true north based on GPS observations)

Date Surveyed: May 18 & June 5, 2001

Dated this 6th day of June, 2001

Don W. Voelkel
Registered Professional Land Surveyor No. 3990

STATE OF TEXAS
REGISTERED
DON W. VOELKEL
3990
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A

VOELKEL ENGINEERING & SURVEYING, PLLC ▫ PHONE 830-257-3313 ▫ 212 CLAY STREET, KERRVILLE, TEXAS 78028

Property

FIELD NOTES DESCRIPTION FOR LOT NO. 23 OF THE G. M. FREE ADDITION TO THE CITY OF KERRVILLE, KERR COUNTY, TEXAS

BEING ALL OF A CERTAIN LOT, TRACT OR PARCEL OF LAND COMPRISING APPROXIMATELY, 0.06 ACRE OUT OF B. F. CAGE SURVEY NO. 118, ABSTRACT NO. 106, AND 1.44 ACRES OUT OF JOHN G. HAYS SURVEY NO. 117, ABSTRACT NO. 187, IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; ALL OF LOT NO. 23 OF THE G. M. FREE ADDITION TO THE CITY OF KERRVILLE, THE PLAT OF WHICH IS RECORDED IN VOLUME 1 AT PAGE 90 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (RECORD CALLS SHOWN IN PARENTHESES):

BEGINNING AT A ½" IRON STAKE FOUND AT A FENCE CORNERPOST IN THE NORTHEAST LINE OF YORKTOWN BOULEVARD, A PUBLIC STREET, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT AND SAID LOT NO. 23, THE WEST CORNER OF 0.75 ACRE CONVEYED TO MIKE COFFEE, ET UX, FROM MARCUS W. KUNZ, ET UX, BY A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED THE 18TH DAY OF APRIL, 1988 AND RECORDED IN VOLUME 947 AT PAGE 285 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS;

THENCE, WITH THE SOUTHWEST LINE OF SAID LOT NO. 23, THE NORTHEAST RIGHT-OF-WAY LINE OF SAID YORKTOWN BOULEVARD, N.33°57'03"W., ALONG A FENCE, AT 164.5 FT. PASSING AN ANGLEPOST, THEN CONTINUING NOT ALONG A FENCE, CROSSING A DRAINAGE DITCH, FOR A TOTAL DISTANCE OF 165.88 FT. (N.33°51'W., 166 FT.) TO A ½" IRON STAKE SET FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT AND SAID LOT NO. 23 AT THE INTERSECTION WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF STADIUM DRIVE, A PUBLIC STREET;

THENCE, WITH THE NORTHWEST LINE OF SAID LOT NO. 23, THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STADIUM DRIVE, N.45°06'18"E., CROSSING SAID DRAINAGE DITCH, AT 34.8 FT. PASSING A FENCE ANGLEPOST, THEN CONTINUING ALONG A FENCE FOR A TOTAL DISTANCE OF 340.74 FT. (N.45°E., 340.8 FT.) TO A ½" IRON STAKE SET AT A THREE-WAY FENCE CORNERPOST FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT AND SAID LOT NO. 23, THE WEST CORNER OF LOT NO. 5 OF ANTLER HEIGHTS, A SUBDIVISION OF RECORD IN VOLUME 2 AT PAGE 81 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS;

THENCE, ALONG A FENCE WITH THE COMMON LINE BETWEEN SAID LOT NO. 23 AND SAID ANTLER HEIGHTS, S.33°54'39"E. 163.53 FT. (S.33°45'E. 164.8 FT.) TO A ½" IRON STAKE FOUND AT A THREE-WAY CORNERPOST FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT AND SAID LOT NO. 23, THE NORTH CORNER OF SAID 0.75 ACRE;

THENCE, ALONG A FENCE WITH THE COMMON LINE BETWEEN SAID LOT NO. 23 AND SAID 0.75 ACRE, S.44°44'58"W. 341.07 FT. (S.45°W. 340.8 FT.) TO THE PLACE OF BEGINNING CONTAINING 1.30 ACRES OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

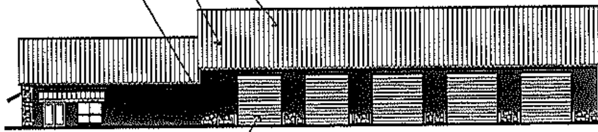
I HEREBY CERTIFY THAT THESE FIELD NOTES AND ACCOMPANYING PLAT ARE ACCURATE DESCRIPTIONS OF THE PROPERTY CONTAINED THEREIN AS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL PROPERTY CORNERS ARE MARKED AS STATED. (BEARING BASIS = TRUE NORTH BASED ON GPS OBSERVATIONS)

DATE SURVEYED: MAY 18 & JUNE 5, 2001

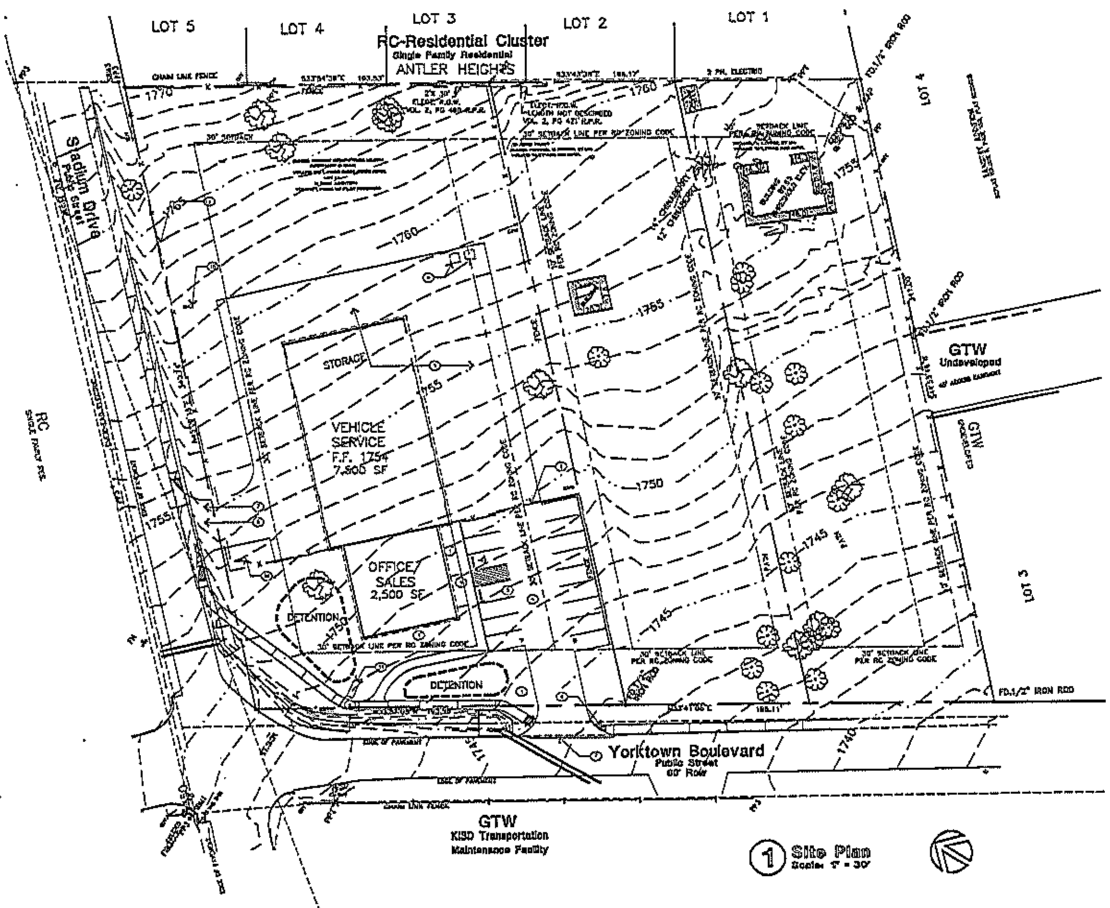
DATED THIS 6TH DAY OF JUNE, 2001

DON W. VOELKEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3890

② Front Elevation
Scale: 1/16" = 1'-0"



③ Side Elevation
Scale: 1/16" = 1'-0"



① Site Plan
Scale: 1" = 30'

FIELD NOTES DESCRIPTION FOR 1.50 ACRES OF THE MICHAEL COFFEE LAND IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS

BEING ALL OF A CERTAIN TRACT OR PARCEL OF LAND OUT OF B. F. CAGE SURVEY NO. 118, ABSTRACT NO. 106, IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; COMPRISING ALL OF 0.75 ACRE CONVEYED TO MICHAEL W. COFFEE, ET UX, FROM RICHARD J. SALLEE OF A WARRANTY DEED EXECUTED THE 30TH DAY OF SEPTEMBER, 1994 AND RECORDED IN VOLUME 757 AT PAGE 650, AND ALL OF A SECOND 0.75 ACRE CONVEYED TO MIKE COFFEE, ET UX, FROM MARCUS W. KUNZ, ET UX, BY A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED THE 18TH DAY OF APRIL, 1988 AND RECORDED IN VOLUME 947 AT PAGE 285, BOTH RECORDINGS IN THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (RECORD CALLS SHOWN IN PARENTHESES):

BEGINNING AT A ½" IRON STAKE FOUND AT A FENCE CORNERPOST IN THE NORTHEAST RIGHT-OF-WAY LINE OF YORKTOWN BOULEVARD, A PUBLIC STREET, FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT AND SAID 0.75 ACRE (VOLUME 947 PAGE 285), THE SOUTH CORNER OF LOT NO. 23 OF THE G. M. FREE SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN VOLUME 1 AT PAGE 90 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS;

THENCE, ALONG A FENCE WITH THE COMMON LINE BETWEEN SAID 0.75 ACRE (VOLUME 947 PAGE 285) AND SAID LOT NO. 23, N.44°44'58"E. 341.07 FT. (N.45°E. 340.8 FT.) TO A ½" IRON STAKE FOUND AT A THREE-WAY CORNERPOST FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT AND SAID 0.75 ACRE (VOLUME 947 PAGE 285), THE EAST CORNER OF SAID LOT NO. 23, IN THE SOUTHWEST LINE OF LOT NO. 5 OF ANTLER HEIGHTS, A SUBDIVISION OF RECORD IN VOLUME 2 AT PAGE 81 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS;

THENCE, ALONG A FENCE WITH THE SOUTHWEST LINE OF SAID ANTLER HEIGHTS, S.33°43'31"E., WITH THE NORTHEAST LINE OF SAID 0.75 ACRE (VOLUME 947 PAGE 285), AT 98 FT. (98 FT.) PASSING THE NORTHEASTERLY COMMON CORNER OF SAID 0.75 ACRE TRACTS, THEN WITH THE NORTHEAST LINE OF SAID 0.75 ACRE (VOLUME 757 PAGE 650) FOR A TOTAL DISTANCE OF 196.17 FT. (S.33°30'E. 195 FT.) TO A ½" IRON STAKE FOUND AT A THREE-WAY CORNERPOST FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT AND SAID 0.75 ACRE (VOLUME 757 PAGE 650), THE SOUTH CORNER OF SAID ANTLER HEIGHTS, IN THE NORTHWEST LINE OF LOT NO. 4 OF THE LANGTRY ADDITION, THE REPLAT OF WHICH IS RECORDED IN VOLUME 6 AT PAGE 158 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS;

THENCE, ALONG A FENCE WITH THE COMMON LINE BETWEEN SAID 0.75 ACRE (VOLUME 757 PAGE 650) AND SAID LANGTRY ADDITION, S.44°35'45"W. 341.00 FT. (S.45°W. 340.8 FT.) TO A ½" IRON STAKE FOUND AT A FENCEPOST FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT AND SAID 0.75 ACRE (VOLUME 757 PAGE 650), THE WEST CORNER OF SAID LANGTRY ADDITION, IN THE NORTHEAST RIGHT-OF-WAY LINE OF SAID YORKTOWN BOULEVARD;

THENCE, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID YORKTOWN BOULEVARD, N.33°41'05"W., ALONG A FENCE WITH THE SOUTHWEST LINE OF SAID 0.75 ACRE (VOLUME 757 PAGE 650), AT 98 FT. PASSING THE SOUTHWESTERLY COMMON CORNER OF SAID 0.75 ACRE TRACTS, THEN NOT ALONG A FENCE WITH THE SOUTHWEST LINE OF SAID 0.75 ACRE (VOLUME 947 PAGE 285) FOR A TOTAL DISTANCE OF 193.11 FT. (N.33°30'W. 195 FT.) TO THE PLACE OF BEGINNING CONTAINING 1.50 ACRES OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

PAGE 2 – 1.50 ACRES OF THE MICHAEL COFFEE LAND IN KERR COUNTY, TEXAS

I HEREBY CERTIFY THAT THESE FIELD NOTES AND ACCOMPANYING PLAT ARE ACCURATE DESCRIPTIONS OF THE PROPERTY CONTAINED THEREIN AS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL PROPERTY CORNERS ARE MARKED AS STATED. (BEARING BASIS = TRUE NORTH BASED ON GPS OBSERVATIONS)

DATES SURVEYED: MAY 18 & JUNE 5, 2001

TED THIS 6TH DAY OF JUNE, 2001

N. W. VOELKEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3890

EXHIBIT B

Legend

(18)	NUMBER OF PARKING SPACES
24" PECAN	EXISTING TREE TO REMAIN
—— V ——	EXISTING UTILITY SERVICE
FH-03	EXISTING FIRE HYDRANT.
LP	EXISTING UTILITY POLE
	LIGHT STANDARD

Site Data

APPLICANT:
DAVID LEMEILLEUR
LEMEILLEUR'S RV TRUCK & EQUIPMENT REPAIR CO., INC.
714 PETERSON DR
KERRVILLE, TX 78028

RECORD OWNER OF PROPERTY:
YMCA KERR COUNTY
1807 SIDNEY BAKER
KERRVILLE, TX 78028

PROPOSED PROPERTY USE:
AUTOMOTIVE TRUCK & RV REPAIR

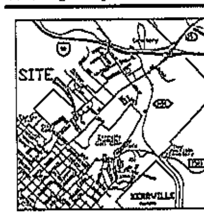
OFFSTREET PARKING:
REQUIRED 16 SPACES
PROVIDED 16 SPACES
STANDARD 15 SPACES
ACCESSIBLE 1 SPACE

BUILDING HEIGHT: 35'-0"

Keyed Notes

1. LANDSCAPE AREA/ISLAND/PLANTER
2. 8' h. FENCE
3. 9' X 18' PARKING STALL, TYP.
4. ACCESSIBLE ROUTE/PEDESTRIAN WALKWAY, TEXTURED CONCRETE PAVING.
5. NEW CONCRETE PAVING, TYPICAL.
6. WHEELCHAIR RAMP
7. CONC. APPROACH APRON PER CITY OF KERRVILLE STANDARDS
8. SIDEWALK PER CITY OF KERRVILLE STANDARDS.
9. TRASH DUMPSTERS
10. LIGHT FIXTURE W/ HORIZONTAL CUT-OFF @ PROPERTY LINES
11. TWO SIDED SIGN.

Vicinity Map



REVISIONS
ITEM/DATE/DESCRIPTION

PETER LEWIS
ARCHITECT + ASSOCIATES

Interim Review Only.
These Documents are incomplete and may not be used for regulatory approval, permit, or construction.
Peter Lewis 00285
DATE:
Oct 20, 2010

LeMeilleur's
RV, Truck & Equipment Repair
Yorktown Blvd & Stadium Dr
Kerrville, TX 78028

PROJECT NO. 20-1032
DATE 10-22-2010

Site Development Plan

SHEET NUMBER
A1.1

Agenda Item:
(Staff)

6A. Authorize staff to reject all proposals received in April 2010 for carbon credit brokerage services, and authorize staff to re-advertise a revised request for proposal to seek a qualified company to broker carbon credits generated at the landfill.

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

SUBJECT: Consideration and possible action regarding brokerage services for marketing landfill gas carbon credits

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED**: November 30, 2010

SUBMITTED BY: David Vasquez, Solid Waste Manager **CLEARANCES:** Charlie Hastings, P.E. CAH, Director of Public Works

EXHIBITS: None

AGENDA MAILED TO: N/A

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	**Current Balance in Account:**	**Amount Budgeted:**	**Account Number:**
$ N/A	**$**	**$**	

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

SUMMARY STATEMENT

The Solid Waste Division of Public Works issued a Request for Proposals (RFP) in April 2010 from carbon credit brokers to provide services necessary to register, verify, and market carbon credits generated from the methane gas extraction project at the Kerrville Landfill. Methane gas is known as a green house gas, and if used or flared from a landfill is eligible for carbon credits that can be sold on the Climate Action Reserve (CAR) market. The CAR quality standard is currently valued above all other registries in the United States and is expected to be the quality standard recognized under a federal greenhouse gas compliance scheme.

The carbon credit brokerage request for proposals was issued in April and two companies, Element Markets and Terra Pass, submitted proposals. The proposals were evaluated based on performance criteria categories and Element Markets was the most qualified. Council authorized the City Manager to enter into negotiations with Element Markets, LLC, however, the carbon credit market values declined during that time frame and Element Markets withdrew their proposal. The next most qualified proposal was from Terra Pass, and they also withdrew their proposal due to the decline in the market.

Public Works has recently been contacted by a carbon credit brokerage company with offices in New York and Canada named Blue Source. Despite the decline in the carbon credit market, Blue Source has expressed an interest in developing a strong, open partnership with the City of Kerrville to market the carbon credits.

RECOMMENDED ACTION

The Director of Public Works recommends that council reject all proposals received from the April 2010 Request for Proposals (RFP) for carbon credit brokerage services, and authorize Public Works to advertise a new RFP to seek a qualified company to broker carbon credits generated at the Kerrville Landfill.

Agenda Item:
(Pete Moore)

7A. Presentation regarding the possible construction of a multi-purpose meeting facility.

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

SUBJECT: Presentation by Hunter Equities regarding the possible construction of a multi-purpose meeting facility for the City of Kerrville.

FOR AGENDA OF: 12-14-10 **DATE SUBMITTED:** 12-9-10

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: None

AGENDA MAILED TO: NA

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO: NA
REVIEWED BY THE FINANCE DEPARTMENT: NA

SUMMARY STATEMENT

Hunter Equities will provide information on three optional locations of the multi-purpose meeting facility contemplated by the City Council. The three sites to be covered by the presentation are those three sites specified for due diligence analysis by the City Council.

The purpose of this presentation is to provide information and allow the City Council to ask questions. An agenda item is scheduled for the Council's meeting of January 11, 2011, for discussion and action where the City Council will have the option to select one of the three sites for development of the facility or of rejecting any of the sites and terminating the current project

RECOMMENDED ACTION

This item is placed on the agenda for information and discussion and no action may be taken.

Agenda Item:
(Staff)

7B. Library renovation update.

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

SUBJECT: Update on library renovation project.

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED:** December 2, 2010

SUBMITTED BY: Kimberly Meismer KM Director of General Operations **CLEARANCES:** Todd Parton City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

PAYMENT TO BE MADE TO:
REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Jeana Krause, Executive Director of the Mary Elizabeth Holdsworth Library Foundation will provide an update on the library renovation project.

RECOMMENDED ACTION

For information only, no action is recommended at this time.

Update as of:
Monday, November 29, 2010

Overall Goal:
Raise $7,750,000 to renovate Butt Holdsworth Memorial Library and Campus
See attached Proposed Capital Campaign Objectives document 12/30/2013
Pages Document

Commitments to Date:
Pledges payable over 3 - 5 years.
$2,065,695 or 27%

Current Fundraising Goal:

Complete building of Capital Campaign Steering Committee (CCSC)	12/31/2010
Complete CCSC training	1/30/2011
Begin Capital Campaign Efforts	1/30/2011
Raise $3,000,000	12/30/2011

Grants:

Pending:	Hal & Charlie Peterson Foundation	Requested	$1,000,000
Under construction:	EIC 4b Tax Funding Request	Due	12/30/2010

Project Development:
Refine Campus design and pinpoint Naming Opportunities 12/30/2010

Events:
Hill Country Charity Ball 4/30/2011

Consultants:
Dini Partners

Summary:
The Mary Elizabeth Holdsworth Foundation continues to refine and develop the Capital Campaign under the guidance of Fayruz Benyousef, Partner, Dini Partner consultants using Discovery Interviews as a tool to refine our goals and to identify possible Steering Committee members and/or donors. The Capital Campaign will begin after the first of the year.
The MEHL Foundation has created a Campus / Playground Task Force to refine the campus / playground design to enable us to identify Naming Opportunities on the Campus and in the buildings. The task force is a cooperative effort of Board members; Victoria Wilson, Lisa Earl; Architect, Peter Lewis and City of Kerrville representatives; Kim Meismer, Malcolm Matthews, and up to this point, Mary Meyers as the acting Library Director. Daniel Schwartz will now take Mary's place on the Campus / Playground Task Force.
Of the overall goal of $7,750,000, 27% or $2,065,695, has been committed to the project as of Monday, November 29, 2010.

MARY ELIZABETH HOLDSWORTH
Library Foundation

Proposed $7.75 Million Capital Campaign Objectives

Library Renovation	$6,000,000

Remodeling of Current Structure to Include:

- Multipurpose meeting and event room with partitions
- Computer lab
- Digital video-taping and recording capabilities
- Small meeting/training rooms
- Kitchen and catering space
- Storage
- Multiple workrooms
- Volunteer leadership and administrative office

Construction of Friends of the Library Annex
History Center Completion
Campus Improvements

* Renovation Estimate Includes All Site Work and Soft Costs

Furnishings, Fixtures and Equipment	$420,000

Architect's Current Estimate at 7% of Renovation Costs

Foundation Endowment	$1,000,000

Savings for future maintenance and innovative programming

Sustainability Fund	$80,000

Foundation Annual Operational Budget Reserve Fund (One Year)

Fundraising and Donor Recognition (3% of total campaign costs)	$250,000

Campaign Collateral Materials
Fundraising Events
Counsel
Donor Recognition and Stewardship

Total Campaign $7,750,000

Agenda Item:
(Staff)

7C. Update regarding Lower Colorado River Authority Transmission Services Corporation's (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354).

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

SUBJECT: Update regarding Lower Colorado River Authority Transmission Services Corporation application for the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354).

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED**: December 8, 2010

SUBMITTED BY: Todd Parton
City Manager

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

City Staff will provide on update regarding the CREZ Project.

RECOMMENDED ACTION

No additional action is required at this time.

<u>Agenda Item:</u>
(Staff)

7D. Kerrville budget/economic update.

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED**: December 3, 2010

SUBMITTED BY: Mike Erwin
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Economic Update
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

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

SUMMARY STATEMENT

The City of Kerrville staff will present and update Council on a biweekly 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
ECONOMIC UPDATE AS OF DECEMBER 8, 2010

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	9.80%	9.60%	10.00%	↑	November
Consumer Confidence	50.2	48.6	48.7	↑	October
1 year T-Bills	0.26%	0.21%	0.28%	↑	12/8/10
State					
Monthly Unemployment	7.90%	7.90%	8.00%	↔	October
Monthly Sales Tax	$1,617.7m	$1,571.3m	$1,517.9m	↑	October
Local					
Monthly Unemployment (Kerr Co.)	5.90%	5.90%	5.90%	↔	September
Median Listing Price	$218,400	$219,000	$225,000	↓	12/6/10
Monthly Sales Tax	$337,723	$413,948	$341,962	↓	December
Monthly EIC Tax	$168,862	$206,974	$170,981	↓	December
Monthly HOT	$75,212	$67,898	$84,791	↓	November

	FY11 Budget	FY11 as of 11/30/2010	FY11 % Received	FY10 as of 11/30/2009	FY10 % Received
General Fund					
Tax Revenue	$14,647,100	$2,012,053	13.74%	$1,814,188	12.05%
Property Tax	$8,240,000	$967,828	11.75%	$1,013,522	11.97%
Sales Tax	$4,500,000	$783,204	17.40%	$737,228	15.94%
Permits & Fees	$402,450	$47,967	11.92%	$33,247	8.97%
Intergovernmental	$707,013	$202,707	28.67%	$106,407	15.31%
Service Revenues	$2,578,260	$128,107	4.97%	$428,673	12.95%
Grant Revenue	$10,000	$0	0.00%	$0	0.00%
Fines & Forfeitures	$477,710	$90,043	18.85%	$79,635	15.78%
Interest & Misc.	$170,317	$35,581	20.89%	$66,769	14.51%
Transfers In	$1,000,000	$83,333	8.33%	$123,984	9.83%
Total General Fund	$19,992,850	$2,599,792	13.00%	$2,652,903	12.24%
Water/Sewer Fund					
Water Sales	$4,400,000	$870,338	19.78%	$624,756	6.29%
Sewer Sales	$3,760,000	$597,996	15.90%	$591,179	7.17%
Other Revenue	$714,500	$111,534	15.61%	$109,523	16.36%
Total Water & Sewer Fund	$8,874,500	$1,579,867	17.80%	$1,325,458	13.76%

Agenda Item:
(Staff)

8A. Appointment to the Food Service Advisory Board.

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Appointments to the Food Service Advisory Board

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED**: December 10, 2010

SUBMITTED BY: Brenda Craig BC
City Secretary

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

SUMMARY STATEMENT

Consider appointments to the following board:

Food Service Advisory Board: Four terms expired December 1, 2010: Brenda Hughes, Robbie Crocker, Jacques Duhr, and Melissa Southern.

RECOMMENDED ACTION

Consider appointments.

FOOD SERVICE ADVISORY BOARD

	Telephone	Orig. Appt.	Re-Appt. Date	Exp. Date
HUGHES, BRENDA Chair 709 Galbraith Street	257-4540 (O) 896-5447 (H)	11-22-05	12-09-08	12-01-10
BAERWALD, DEBBIE LYNN Vice-Chair 115 Plaza Dr., #705	257-2515 (O) 257-9266 (F)	12-11-07	12-08-09	12-01-11
CROCKER, ROBBIE 1029 Bluebonnet Dr.	257-2433 (O) 257-5514 (H)	09-09-08	12-09-08	12-01-10
DUHR, JACQUES 129 Catalina Court	896-1294 (H)	12-09-08		12-01-10
McCRACKEN, SUSAN 406 Ave. B	895-4655 (O) 377-9847 (H)	12-08-09		12-01-11
SOUTHERN, MELISSA 615 Schreiner	257-3877 (O) 257-1923 (H)	12-09-08		12-01-10
VARWIG, KELLY 1315 Jackson Rd.	817-797-8148 (O)	12-08-09		12-01-11

COUNCIL LIAISON:

Scott Gross — 792-5555 (O)
2908 Dry Hollow — 210-363-1144 (C)
PO Box 291277

CITY STAFF:

Amy Ives — 792-8352 (O)
Compliance Center Manager — 896-0517 (F)

Qualifications: Shall be composed of local certified food managers from the food service or food processing industry, any member of the local restaurant association who owns or conducts business in the city of Kerrville or any citizen of Kerr County qualified by training and/or experience to advise on the application of the food code.

Powers and Duties: To hear appeals and make recommendations to the health official for variances from provisions of the code; to provide assistance to the health official concerning interpretations of the code; to advise the city manager, at his request, regarding the suspension or revocation of food permits; and to consider and make recommendations to city council regarding any matters relating to the food service program.

Term of Office: Two Years; no member shall serve more than two consecutive terms.

Quorum: Four

Number of Members: Seven

Meeting Time & Place: Quarterly (Mar, Jun, Sep & Dec), Third Tuesday, 3:00 p.m., Meeting Room #1

Absences: Any member who misses three consecutive regular meetings shall thus cause his/her seat on the board to become vacant. The council shall then appoint a new member to fill the vacancy.

Established by:	Ordinance 1989-30; amended by Ordinance 1994-11 Code of Ordinances: Chapter 58 - Article II - Section 58-34
Revised:	May 28, 2010

Agenda Item:
(Staff)

8B. Appointment to the Planning and Zoning Commission.

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Appointments to the Planning and Zoning Commission

FOR AGENDA OF: December 14, 2010 **DATE SUBMITTED**: December 10, 2010

SUBMITTED BY: Brenda G. Craig BC **CLEARANCES:**
City Secretary

EXHIBITS: P&Z Board List

APPROVED FOR SUBMITTAL BY CITY MANAGER:

SUMMARY STATEMENT

Consider appointments to the following board:

Planning and Zoning Commission: Three regular terms to expire on January 1, 2011: James Kessler, Justin MacDonald and Tony Roberts and one alternate term to expire on January 1, 2011: Michael Sigerman.

RECOMMENDED ACTION

Consider appointments.

PLANNING AND ZONING COMMISSION

	Telephone	Orig. Appt.	Re-Appt. Date	Exp. Date
KESSLER, JAMES Vice-Chairperson 131 Homestead	895-7831 (H)	04-12-05	01-08-08	01-01-11
BUELL, HAROLD 1214 Jack Dr.	896-0114 (O) 895-2444 (H)	01-09-07	01-12-10	01-01-12
MACDONALD, JUSTIN 2951 Fall Creek Road	257-5323 (O) 896-4821 (H)	06-24-08	12-09-08	01-01-11
ROBERTS, TONY 2390 Memorial Blvd.	895-1676 (O) 896-5374 (H)	08-24-10		01-01-11
WATTERSON, DAVID 177 Phoenix Dr.	895-4048 (O) 377-6400 (H)	01-12-10		01-01-12
ALTERNATES:				
SIGERMAN, MICHAEL 154 Wharton Rd.	305-634-3469(O) 895-7765 (H)	01-12-10		01-01-11
McRAE, CHASTAN 705 Leland St.	377-3710 (O)	09-28-10		01-01-12
COUNCIL LIAISON:				
Bruce Motheral 812A Sidney Baker	257-6360 (O)			
CITY STAFF:				
Gordon Browning Senior Planner	792-8350 (O)			

Qualifications: At least four of the regular members shall be residents and eligible voters of the city; one regular member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County. At least one alternate member shall be a resident and eligible voter of the city; one alternate member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County.

Powers and Duties:

1. Shall formulate and recommend to the city council for adoption a Comprehensive Plan for the orderly growth and development of the city and its environs. On a yearly basis the commission shall review and if necessary recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety and general welfare of the citizens of the city.
2. Shall formulate a zoning plan (ordinance) as may be deemed best to carry out the goals of the Comprehensive Plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in state law.
3. Shall exercise all powers of a commission as to approval or disapproval of plans, plats, or replats as set out by state law and the city's subdivision regulations.

4. Shall initiate for consideration at public hearings, proposals for the original zoning of annexed areas or for the change of zoning district boundaries on an area wide basis.

5. Shall consider and take appropriate action, upon written request, variances as prescribed to the city's subdivision and sign regulations.

6. Shall from time to time recommend such changes to the subdivision regulations, sign regulations, and any other ordinance the city council assigns to their review that will facilitate the general health, safety and welfare of the citizens of the city.

Term of Office:	Two years. No regular member shall serve more than three consecutive full terms on the Commission without having at least one full year off the Commission between terms.
Quorum:	Three (may include an alternate member but only where substitution for and acting as a regular member)
Number of Members:	Five regular members and two alternates.
Meeting Time & Place:	First and third Thursdays, 4:30 p.m., City Hall
Absences:	Any member who is absent from twenty-five percent (25%) of the board's regular meetings during any twelve (12) month period, or who is absent from any three (3) consecutive regular meetings, shall be considered for removal by the city council. The staff member has the responsibility of reporting a member's non-attendance to the city council in writing, and the city secretary shall notify the board member in writing that their non-attendance has been reported to the city council. However, a member whose absences are directly related to a medical or family emergency may seek consideration from the board upon which they serve to qualify such absences as excused.
Established by:	Minutes of 12-18-44 Council meeting; amended by Ordinance Nos. 1979-37, 1987-24, and 2008-24 (which deleted from Code of Ordinances book Chapter 82 – Article II – Sections 82-31 through 82-36 and rolled into Zoning Code which is not codified)
Revised:	October 4, 2010