AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY OCTOBER 11, 2011, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, OCTOBER 11, 2011, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Reverend Tom Murray, St. Peter's Episcopal Church.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Dick Weaver of the Military Officers Association of America.

1. VISITORS/CITIZENS FORUM:

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

2. RECOGNITIONS AND COMMENDATIONS:

2A. Award from the Texas Department of Transportation for "Click it or Ticket" program. (staff)

3. CONSENT AGENDA:

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

3A. Minutes of the regular city council meeting held September 27, 2011, and the special meeting held September 29, 2011. (staff)

3B. Non-exclusive license agreement between the City of Kerrville and Schreiner University for use of city owned soccer fields. (staff)

3C. Agreement for assessment and collection services between Kerrville Independent School District and the City of Kerrville. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.
I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time: October 7, 2011 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

3D. Purchase of a new replacement ambulance from Dallas Dodge Chrysler Jeep through the local government-purchasing cooperative, Buyboard, at a price not to exceed $156,350.00. (staff)

END OF CONSENT AGENDA

4. CONSIDERATION AND POSSIBLE ACTION:

4A. A resolution nominating candidates to Kerr Central Appraisal District Board of Directors. (staff)

4B. A resolution providing for the city's approval or disapproval of an amendment to the Kerr Central Appraisal District's 2010 fiscal year budget. (staff)

4C. Request to remove a street sign in front of 1223 Jack Drive. (Fred Parkhurst)

4D. Appointments to the airport planning committee created by the Interlocal Agreement For The Continued Existence Of a Joint Airport Board To Provide Management Of The Kerrville/Kerr County Airport. (staff)

4E. Direction to staff concerning notice of application for a Certificate of Convenience and Necessity (CCN) to provide water utility service in Kerr County, Texas; specifically, Village West Water System: The proposed utility service area is located approximately three miles west of downtown Kerrville, Texas, and is generally bounded on the north by Goat Creek Parkway; on the east by Oak; on the south by Junction Highway (State Highway 27); and on the west by Cedar Mill. The total area being requested includes approximately 65 acres and 35 customers. (staff)

4F. Request from Lower Colorado River Authority Transmission Services Corporation to send a representative from the City of Kerrville to landowner meeting regarding the McCamey D to Kendall to Gillespie CREZ project.

4G. Initiation of a process to name the City of Kerrville's lake on Guadalupe Street north of the water treatment plant dam. (Councilmember Gross)

4H. Set a time, date and place for a town hall meeting to be conducted by the Kerrville City Council. (Councilmember Gross)

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Brenda Craig

City Secretary, City of Kerrville, Texas

4I. Set a time, date, place and discussion topics for a joint meeting with the Kerrville City Council and the Kerrville Convention and Visitors Bureau (CVB) Board of Directors to discuss implementation of a proposed special events plan to be managed as a department of the CVB. (Councilmember Gross)

5. **INFORMATION AND DISCUSSION**:

5A. Water resources report. (staff)

5B. Budget and economic update. (staff)

6. **BOARD APPOINTMENTS**:

6A. Zoning board of adjustment. (staff)

7. **ITEMS FOR FUTURE AGENDA**

8. **ANNOUNCEMENTS OF COMMUNITY INTEREST**:

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

9. **EXECUTIVE SESSION**:

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

Section 551.071:

- Claim against C&C Groundwater Services, Inc. regarding aquifer storage recovery well 3 (ASR3).

Section 551.074:

- Nomination of candidates to the Kerr Central Appraisal District Board of Directors.

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time: October 7, 2011 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig

City Secretary, City of Kerrville, Texas

Section 551.087:

- Discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect that the Council seeks to have locate, stay, or expand in the City and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to such business prospect.

10. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION

11. ADJOURNMENT.

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

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Brenda Craig

City Secretary, City of Kerrville, Texas

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

2A. Award from the Texas Department of Transportation for “Click it or Ticket” program.

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Presentation of the Texas Department of Transportation Click It or Ticket grant award

FOR AGENDA OF: October 11, 2011 **DATE SUBMITTED**: September 22, 2011

SUBMITTED BY: Chief John Young **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 DIRECTOR:

SUMMARY STATEMENT

The Click It or Ticket program is a State of Texas Department of Transportation traffic safety program. It is designed to increase occupant restraint use in all passenger vehicles and trucks by conducting intense occupant protection enforcement. The program also includes public information and education efforts during the Memorial Day Holiday period. Upon completion of the program citation data was collected and submitted to TXDOT. As a result of our participation, the city was awarded $4,000.00 grant.

RECOMMENDED ACTION

The Kerrville Police Department will receive a $4,000.00 grant award from Mr. Sam Aguirre of TXDOT, to be used for traffic related training or to purchase traffic enforcement equipment.

Agenda Item:

(Staff)

3A. Minutes of the regular city council meeting held September 27, 2011, and the special meeting held September 29, 2011.

CITY COUNCIL MINUTES REGULAR MEETING

KERRVILLE, TEXAS SEPTEMBER 27, 2011

On September 27, 2011, 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 Reverend John Wurster, First Presbyterian Church, followed by the Pledge of Allegiance led by Michael Kinler and Antonio Flores, Boy Scouts of America Troop 111.

COUNCILMEMBERS PRESENT:

David Wampler	Mayor
Gene Allen	Mayor Pro Tem
Carson Conklin	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

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

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

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

2. **RECOGNITIONS AND COMMENDATIONS**:

2A. A proclamation proclaiming September as Childhood Cancer Awareness month was presented by Mayor Wampler to Jennifer Behrens.

2B. Presentation of the Texas Department of Transportation Click It or Ticket grant award. This matter was rescheduled for October 11, 2011.

3. **CONSENT AGENDA**:

Mr. Gross moved for approval of items 3A – 3G; Mr. Allen seconded the motion and it passed 5-0:

3A. Approval of the minutes of the special city council meeting held August 10, and the regular city council meeting held September 13, 2011.

3B. Tennis Professional Agreement by and between the City of Kerrville, Texas and Chris Crawford.
3C. Resolution No. 034-2011 authorizing execution of a Section 125 premium plan with Core Documents, Inc.; amending and restating the City of Kerrville section 125 summary plan document to limit payroll deductions to a premium only plan; and terminating deductions for flexible spending accounts.
3D. Resolution No. 035-2011 requesting street closure from TxDOT for the City of Kerrville Holiday Lighted parade scheduled for Saturday, November 19, 2011.
3E. Construction contract with PM Construction & Rehab, LLC for the replacement and/or renewal of approximately 16,800 linear feet of deteriorated wastewater pipe and associated manholes in an amount of $1,069,388.90 and change orders in an amount not to exceed $130,611.10.
3F. Resolution No. 036-2011 authorizing the waiver for Habitat for Humanity Kerr County Affiliate, Inc. of various fees associated with the construction of homes; said waiver to remain in effect through September 30, 2012, or the construction of ten homes, whichever occurs first.
3G. Resolution No. 037-2011 authorizing the waiver for Habitat for Hill Country Home Opportunity Council, Inc. of various fees associated with the construction of homes; said waiver to remain in effect through September 30, 2012, or the construction of ten homes, whichever occurs first.
END OF CONSENT AGENDA

4. ORDINANCES, SECOND AND FINAL READINGS:
4A. Ordinance No. 2011-18 levying an ad valorem tax for the use and the support of the municipal government for the City of Kerrville, Texas, for the fiscal year 2012; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. Mayor Wampler read the ordinance by title only.

Mr. Erwin stated no changes since first reading and requested approval.

Ms. Keeble moved for approval of Ordinance No. 2011-18 on second and final reading; Mr. Conklin seconded the motion and it passed 5-0.

4B. Ordinance No. 2011-19 adopting the annual budget for the fiscal year 2012; providing appropriations for each department and fund; containing a cumulative clause; and containing a savings and severability clause. Mayor Wampler read the ordinance by title only.

Mr. Erwin stated no changes since first reading and requested approval.

Mr. Allen moved for approval of Ordinance No. 2011-19 on second and final reading; Mr. Conklin seconded the motion and it passed 5-0.

5A. Resolution amending the Employee Benefits Trust.
This matter was rescheduled to Thursday, September 29, 2011, at 2:30 p.m.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Resolution No. 038-2011 authorizing publication of notice of intention to issue certificates of obligation in the amount not to exceed $3,500,000 for the purpose of parks and trail system improvements.

Mr. Erwin noted the economic improvement corporation took action to pay for $3.5 million certificates of obligation to provide funding for improvements to city parks and trails system. The debt would be bank qualified thereby keeping the interest rate lower. Another $3.5 million issue was scheduled for January 2012.

Mr. Gross moved for approval of Resolution No. 038-2011; Mr. Allen seconded the motion and it passed 4-1 with Councilmembers Gross, Allen, Keeble and Wampler voting in favor of the motion and Councilmember Conklin voting against the motion.

6B. Interlocal agreement between the City of Kerrville and Kerr County regarding airport operations and supporting airport budget.

Mr. Parton noted the city/county negotiating team had addressed the concerns previously expressed by council and the agreement and budget presented addressed those concerns. Under the agreement, the existing airport board would remain in place, and a planning committee would be established with three representatives each from the city and county, and two from the airport board. The committee would meet quarterly and establish priorities and performance benchmarks, including oversight of airport financials, operations, and capital planning. The total airport budget for FY12 was proposed at $424,000, which included $110,000 each from the city and county. He noted that the county voted to accept the agreement and approved the budget allocation on September 26.

Council also discussed the following points:

- Negotiations had proven that the city and county had a lot of common ground in regard to the airport operation.
- The council's goal was to move the airport operation toward self-sufficiency without financial support from the city and county.
- The city and county contribution had gone down from $175,000 each in FY11 to $110,000 in FY12.
- There would be no interruption of services or operations at the airport.
- This agreement would result in financial accountability of tax funds contributed to the airport operation.
- The planning committee would also establish performance metrics.

Mr. Conklin moved to accept the interlocal agreement and approve the FY12 budget as presented; Mr. Allen seconded the motion and it passed 5-0.

7. INFORMATION AND DISCUSSION:

7A. Water resources report. (staff)

Mr. Hastings noted the rain received last week brought the lake level up from 4-4.5 ft. to 2.7 ft. below the spillway at the city dam, and noted the city would stay in Stage 4 for a while; if the drought continued, the city could go to Stage 5; the stages were based on a mathematical model that took all water sources into consideration. The aquifer level was at 1,339 ft. The aquifer storage and recovery well had 640 million gallons (mg) currently in storage, which was down from 800 mg at the start of the year; the safe operating capacity was at 74%.

The following person spoke:
1. Carolyn Lipscomb asked how much water could be pumped from the ASR wells; Mr. Hastings responded 2 mgd.

7B. Budget and economic update. (staff)
Mr. Erwin noted the sales tax receipts for September dropped slightly; general fund revenue was at $19,315,992 and expenditures at $17,444,474; and water/sewer fund revenue was at $8,985,817 and expenditures at $7,857,683.

8. ITEMS FOR FUTURE AGENDA

- Discuss events manager position.
- Discuss renaming the city lake on Guadalupe Street.
- Discuss holding a town hall meeting.

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Report on Triathlon event planned for October 1 and 2: Ms. Wendele reported 750 participants, of which 95% were from outside of Kerr and Gillespie counties; 100 people had volunteered to help with the event; and 1,500 visitors were anticipated to attend. The 2012 event had already been booked in Kerrville.
- Special city council meeting was scheduled for Thursday, September 29, 2:30 p.m.
- KPUB signed a contract with CPS Energy of San Antonio to be the primary power supplier; KPUB would still receive some power from LCRA; this will allow KPUB to have more flexibility; and power costs should come down.

10. EXECUTIVE SESSION: None.

11. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION: None

12. ADJOURNMENT. The meeting adjourned at 6:37 p.m.

APPROVED: ______________ ______________________
David Wampler, Mayor

ATTEST:

____
Brenda G. Craig, City Secretary

CITY OF KERRVILLE, TEXAS EMPLOYEE BENEFITS TRUST
MINUTES OF SPECIAL MEETING SEPTEMBER 29, 2011

On Thursday, September 29, 2011, the City of Kerrville Employee Benefits Trust met at 2:30 p.m. in the city hall council chambers, 800 Junction Highway, Kerrville, Texas.

MEMBERS PRESENT:

David Wampler	Chairman
Carson Conklin	Trustee
T. Scott Gross	Trustee
Stacie Keeble	Trustee

MEMBER ABSENT:

Gene Allen	Vice Chairman

CITY STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Assistant Director of Finance
Kim Meismer	Director of General Operations
Robert Ojeda	Fire Chief

CONSIDERATION AND POSSIBLE ACTION:
Resolution No. 039-2011 amending the Employee Benefits Trust.
Ms. Meismer noted that the trust document had been amended to reflect changes recommended by the State Comptroller's Office. Mr. Hayes clarified that the changes made would give assurance to the SCO that the city was acting within the provisions of the Tax Code.

Mr. Gross moved for approval of Resolution No. 039-2011; Ms. Keeble seconded the motion and it passed 4-0.

Adjournment.
The City of Kerrville Employee Benefits Trust meeting adjourned at 2:33 pm.

APPROVED: ____________________ ____________________
ATTEST: David Wampler, Chairman

____
Brenda G. Craig, City Secretary

Agenda Item:
(Staff)

3B. Non-exclusive license agreement between the City of Kerrville and Schreiner University for use of city owned soccer fields. (staff)

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

SUBJECT: Authorization of a License Agreement for City Owned Soccer Fields

FOR AGENDA OF: October 11, 2011 **DATE SUBMITTED**: September 28, 2011

SUBMITTED BY: Malcolm Matthews, Director of Parks & Recreation

CLEARANCES: Kristine Ondrias, Asst. City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Schreiner University has requested the temporary use of the City owned soccer fields on Landfill Rd. for the months of September and October 2011. This request is the result of the university's soccer fields being unplayable for either team practice or games because of the drought conditions and inability to irrigate sufficiently as a result of the current water situation. The fields to be used are currently leased from the City to Hill Country CRUSH Soccer Academy, however no sub-leasing is allowed under the CRUSH lease with the City. The CRUSH soccer fields are irrigated with effluent water. CRUSH has coordinated the field use schedule with Schreiner and CRUSH has approved the request. Schreiner will rent the fields from the City in the amount of $650.00 per month. Because the field maintenance and utility costs are being solely borne by CRUSH, the City intends to transfer the rental revenue back to CRUSH for reimbursement of their operations costs. There is no cost to the City in this agreement.

Because the situation and schedule needed immediate action, Schreiner was allowed to begin practice on these fields in September. The license agreement and payment approach will require ratification of the license by the City Council. Schreiner has provided the City with the appropriate amount of insurance to conduct their activities on these fields.

RECOMMENDED ACTION

Approval of a license agreement with Schreiner University for use of the soccer fields.

<u>NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN SCHREINER UNIVERSITY AND THE CITY OF KERRVILLE, TEXAS</u>

This Non-Exclusive License Agreement ("License") is made and entered into by and between the CITY OF KERRVILLE, TEXAS ("City"), and SCHREINER UNIVERSITY, a non-profit corporation ("Licensee"), each of which is sometimes referred to as "party" or collectively as "parties", as follows:

1. <u>Grant of Non-Exclusive License.</u> In consideration of and subject to the terms, provisions and covenants herein contained, City hereby grants to Licensee a non-exclusive license to use Fields and concession/restroom facilities of the City's soccer fields located at Landfill Road North, in the City of Kerrville, Kerr County, Texas.

2. <u>Term.</u> This License shall become effective September 1, 2011 shall terminate on October 31, 2011 or at the conclusion of playoff games, subject to earlier termination as herein provided.

3. <u>Termination Election.</u> City and Licensee each shall have the right, either with or without cause, to terminate this License upon not less than ten (10) days prior written notice to the other party. Upon such termination, City and Licensee shall be relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination. City shall not refund the amount of the license fee in the event of early termination.

4. <u>Use.</u> Licensee shall use the Licensed Premises and all improvements thereon for practice, games, and soccer related activities, and for no other purpose. Licensee agrees that at all times all persons and activities will be adequately supervised by an adult. Licensee shall lock gates when leaving Licensed Premises. Licensee agrees to provide its members with safety equipment. Licensee shall institute such measures as are necessary to ensure that all members, spectators, guests, and invitees remain within the confines of the perimeter boundary of the Licensed Premises at all times during the conducting of Licensee activities. Licensee shall clean the restrooms at the end of each soccer practice and soccer game. Cleaning includes emptying trash, sweeping floors, and cleaning sinks and toilets. Licensee shall place any trash in the dumpsters provided at the end of each soccer practice and soccer game. Licensee shall not permit any smoking, alcohol, or pets on Licensed Premises. Licensee shall abide by all traffic and parking signs. Soccer goals shall remain anchored at all times. Licensee shall limit use of the Licensed Premises to the hours between dawn and 11:00 p.m.

5. <u>Insurance.</u> Licensee shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. The City of Kerrville Risk Manager must approve the policy prior to the Licensee's use of the Licensed Premises. The policy shall be in the amount of $500,000 per person and $1,000,000.00 per occurrence and covering the Licensed Premises for the duration of Licensee's use of the Licensed Premises. Upon execution of this License, Licensee shall provide the City's Director of Parks and Recreation with a copy of the insurance policies required hereby, showing premium prepaid for the period covered. In the event of failure by Licensee to keep such insurance in effect, the

License shall terminate without notice from City to Licensee. The public liability and casualty insurance policies shall name City as an "additional insured". All policies shall include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that the City be notified ten (10) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. Licensee shall provide renewal certificates to the City at least ten (10) days prior to expiration date. Policies shall be in effect for the entire term of this License and any renewals.

6. Alterations and Improvements. Licensee shall not make any alterations, additions, or improvements to the Licensed Premises without the written approval of the City's Director of Parks and Recreation.

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

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

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

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

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

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

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

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

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

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

City: City of Kerrville, Texas
Attention: Director of Parks and Recreation
800 Junction Highway
Kerrville, Texas 78028

Licensee: Schreiner University
Attention: Ron Macosko, ______________
3200 Memorial Boulevard
Kerrville, Texas 78028

17. Schedules. Licensee shall provide copies of its soccer practice and soccer game schedules to:

City of Kerrville, Texas
Attention: Director of Parks and Recreation
800 Junction Highway
Kerrville, Texas 78028

Hill Country Youth Soccer Association
P.O. Box 290571
Kerrville, Texas 78029

Kerrville Radio Control Aircraft Flying Club
Attention: Werner Gohmert, Jr., President
410 Earl Garrett
Kerrville, Texas 78028

Hill Country Crush Soccer Association
Attention: Shane Heffernan
P.O. Box 290010
Kerrville, Texas 78029

18. Fees. Licensee shall pay $650.00 per month to City.

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

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

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

CITY OF KERRVILLE, TEXAS

By: ____________________
Todd Parton, City Manager

Date: ____________________
ATTEST:

____
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

____
Heather Stebbins, Assistant City Attorney

SCHREINER UNIVERSITY

By: ____________________

____

Date: 10/7/11

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Agenda Item:
(Staff)

3C. Agreement for assessment and collection services between Kerrville Independent School District and the City of Kerrville.

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

SUBJECT: Contract with KISD for collection of property taxes

FOR AGENDA OF: October 11, 2011 **DATE SUBMITTED**: September 28, 2011

SUBMITTED BY: Mike Erwin, Director of Finance

CLEARANCES: Todd Parton, City Manager

EXHIBITS: Contract from KISD

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE: ME

SUMMARY STATEMENT

On August 23, 2011, the City Council took action to terminate the property tax collection contract with Kerr County and negotiate a contract for service with KISD. The attached contract is the contract with KISD that begins February 1, 2012. The fee is 0.43% of collections versus the 1.0% of collections the County charged.

RECOMMENDED ACTION

Staff recommends that the City Council authorize the City Manager to enter into the contract with KISD for property tax collection services.

AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN KERRVILLE INDEPENDENT SCHOOL DISTRICT AND THE CITY OF KERRVILLE

THIS AGREEMENT is made and entered into this _____ day of ________, 2011, by and between Kerrville Independent School District, a local governmental entity, duly organized and existing under the laws of the State of Texas, (hereinafter called "KISD " or "District") and the City of Kerrville (hereinafter called "City"), a political subdivision of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

WHEREAS, the parties enter into this Agreement in order to promote governmental efficiency; and,

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24 and 6.30, of the TEXAS PROPERTY TAX CODE, and by Chapter 791 of the TEXAS GOVERNMENT CODE which is known as the Interlocal Cooperation Act; and,

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, the parties hereto mutually agree as follows:

1.0 PERFORMANCE. Performance by the District of the assessment and collection of each year's property taxes for the City shall begin on January 31, 2012 and shall continue unless terminated as provided herein below.

2.0 SERVICES TO BE PERFORMED

2.01 Collection of Ad Valorem Property Taxes and Delinquent Taxes. The District shall assess and collect the ad valorem property taxes owing to the City, with regard to all properties on City's tax roll. The District shall also collect the delinquent taxes owing to City as hereinafter provided in this Agreement, including the enforcement of the collection of said delinquent taxes. With respect to the ad valorem property taxes, including delinquent taxes, which the District collects as specified in this Subsection 2.01, the District further agrees to perform for City all the duties related to the assessment and collection of taxes for City provided by the laws of the State of Texas for the collection of said taxes. The obligation of the District does not include the obligation to appraise properties.

2.02 Performance of Functions and Consolidated Tax Statements. With respect to the ad valorem property taxes, including delinquent taxes, which the District collects within City, as specified in Subsection 2.01 hereof, the District shall perform all the functions set out in Subsection 12.01 of this Agreement. In connection therewith, the District agrees to prepare consolidated tax statements for each taxpayer. The tax statement shall include taxes owed to all taxing units to which the taxpayer owes taxes, except those units which have not contracted with the District for the Assessment and Collection of taxes. The District shall mail said tax statements to each taxpayer or authorized agent of property within City.

2.03 Tax Assessor-Collector for District. City hereby designates the Tax Assessor-Collector of the District as its tax assessor and tax collector for all purposes under the Texas Property Tax Code, with respect to the collection of ad valorem taxes on property within City.

2.04 Copy of Tax Roll. The District, within ten (10) working days of assessment, shall provide the governing body of the City with a copy of the tax roll for each year that this Agreement is in effect, with respect to ad valorem property taxes covered by this Agreement.

3.0 PAYMENT. The District, as compensation for the obligations assumed hereunder, shall be paid 0.43% of the current base and delinquent ad valorem City taxes, after deducting refunds paid, and excluding penalty and interest actually collected on behalf of the City. This rate shall remain in effect for a period of five-(5) years.

4.0 REMITTANCE OF COLLECTION. The taxes collected for City shall be remitted to City daily. Taxes collected shall be remitted to City no later than the day after they are processed and credited by the District Tax Office.

5.0 DELINQUENT TAXES

5.01 Collection of Delinquent Taxes. Pursuant to Section 6.24 of the Texas Property Tax Code, City hereby authorizes the District, by and through the District's Tax Assessor-Collector, to collect delinquent taxes covered by Subsection 2.01 of this Agreement for City as the District deems necessary. In addition, the City hereby authorizes the District, by and through the District's Tax Assessor-Collector, to waive penalties and interest for the City in delinquent tax cases where the District, by and through the District's Tax Assessor-Collector, determines that Section 33.011 of the Texas Property Tax Code requires such waiver as advised by the District's Tax Attorney.

5.02 Delinquent Tax Suits.

5.02.01 Pursuant to Section 6.30 of the Texas Property Tax Code, City hereby authorizes the District's Tax Attorney to institute delinquent tax suits for the collection of delinquent taxes covered by Subsection 2.01 of this Agreement. All legal services rendered by the District's Tax Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by City pursuant to this Agreement, and for the costs, expenses and fees recovered by District under Subsection 5.03 of this Agreement.

5.02.02 If the District chooses to have the Tax Office represented by a private attorney, District hereby agrees that the private attorney selected by the District shall also represent City in delinquent tax cases.

5.03 Costs. Expenses and Fees in Delinquent Tax Suits. All legal services rendered by the District's Tax Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by City pursuant to this Agreement, and for the costs, expenses and fees recovered by District under this Subsection 5.03 of this Agreement. Pursuant to Section 33.48 of the Texas Property Tax Code, the District, in collecting delinquent taxes for City, may recover from taxpayers, in addition to other costs authorized by law, the following costs, expenses, and fees in a suit to collect a delinquent tax:

5.03.01 All usual court costs, including the cost of serving process;

5.03.02 Expenses of foreclosure sale;

5.03.03 Reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of property on which a delinquent tax is due; and

5.03.04 Attorney's fees based on the total amount of taxes, penalties, and interest due City.

The costs, expenses, and fees recovered by the District pursuant to Section 33.48 of the Texas Property Tax Code shall be payment to the District for the District's collection of delinquent taxes for City under Subsection 2.01 of this Agreement; and for any tax suits instituted by the District pursuant to this Agreement.

6.0 ADMINISTRATIVE PROVISIONS

6.01 Change in Tax Rate. In case City's tax rate is rolled back or otherwise changed after the District begins collections for City in any given year, the District will continue to act for City in providing refunds to taxpayers or sending corrected billing statements only if City assumes all additional costs of collection arising from such rollback or other change in the tax rate.

7.0 GENERAL PROVISIONS

7.01 Books and Records Held by District. City agrees to transfer to the possession and control of the District, without charge, copies of all books and records necessary for the performance of the duties and responsibilities of the District pursuant to this Agreement. These books and records shall include all tax records, including existing tax rolls or other records available to City.

7.02 Limit on Liability. The District shall not be liable to City for any failure to collect taxes under this Agreement; nor shall the District Tax Assessor/Collector be liable to City for any failure to collect taxes, unless the District Tax Assessor-Collector's failure to collect taxes results from her failure to perform the duties imposed upon the Tax

Assessor-Collector by law and by this Agreement; provided, however, the Tax Assessor-Collector shall not be liable to City for any failure to collect taxes where her failure to perform duties imposed by law and by this Agreement arises out of circumstances beyond District's control.

7.03 Agreement Voidable. For each year during the term of this Agreement, if City has not established the tax rate as required by law for City and notified the District Tax Assessor-Collector accordingly within sixty (60) days after the Kerr Central Appraisal District Appraisal Review Board has certified to City the assessed values on the property in City, or by September 30, whichever is later, this Agreement becomes voidable by action of the District at the District's option. In the event this Agreement becomes voidable by action of the District, the District may, at its option, declare this Agreement null and void by giving written notice from the District's Tax Assessor-Collector to City, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

7.04 Authorized Refunds. Authorized refunds to property owners will be made so that each property owner receiving refunds will receive a single check covering all refunds for all taxing units contracting for assessment and collection services from District. Refunds may become necessary because of changes which include, but are not limited to, late exemption claims, clerical errors, overpayment, etc.

8.0 SOVEREIGN IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither the District nor City waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.0 TERMINATION.

9.01 Termination of Agreement. Unless the District declares this Agreement null and void pursuant to Subsection 7.03 of this Agreement, this Agreement shall continue in full force and effect from year to year until such time as either party to this Agreement, by written notice to the other party under Subsection 13.01 hereto terminates this Agreement, such termination to be effective only if notice is given to the other party six-(6) months, in writing, before the party intends this Agreement to terminate.

9.02 Pending Cases. In the event this Agreement is terminated by either party for any reason, the District reserves the right to continue to handle pending· cases for the collection of delinquent taxes on properties located in the City, for a six- month (6) period following the effective date of termination. As used in this Subsection 9.02 "Pending Cases" are cases where the District is the taxing unit and include the following:

9.02.01 - Each case for which the City, or its agent, has sent a demand letter to the delinquent taxpayer;

9.02.02 - Each delinquent tax suit filed in court or intervened in court by District; or

9.02.03 - Each case in which the District and the delinquent taxpayer have agreed that the delinquent taxpayer will pay the delinquent tax in partial payments over a specified period of time.

9.03 Transfer. Upon the expiration of the six-month (6) period specified in Subsection 9.02 above, the District will transfer all remaining, pending cases to the City's new legal representative, and upon such transfer, this Agreement shall terminate in its entirety.

10.0 AMENDMENTS. Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations.

11.0 REGULATIONS AND LAWS. This Agreement shall be interpreted and construed in accordance with all applicable laws of the United States of America and all applicable laws of the State of Texas, (statutory law, case law, rules and regulations), including but not limited to the provisions of the Texas Property Tax Code.

12.0 DEFINITIONS

12.01 Assessment and Collection. For purposes of this Agreement, the terms "assessment" and "collection" shall include the following: 12.01.01 Calculation of tax; 12.01.02 Preparation of tax rolls; 12.01.03 Proration of taxes; 12.01.04 Correction of clerical errors in tax rolls; 12.01.05 Collection of tax liabilities; and 12.01.06 Issuance of refunds and calculation of an effective tax rate as required by Section 26.04 of the Texas Property Tax Code for the years covered by this Agreement. The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Tax Code.

13.0 MISCELLANEOUS PROVISIONS

13.01 Notice. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt required. For purposes of sending notice under this Agreement, the address of KISD is Bill Orr (or successor in office), Assistant Superintendent of Business Services/Chief Financial Officer, Kerrville ISD, 1009 Barnett Street, Kerrville, Texas 78028. For notice to the City: City Manager Todd Parton (or successor in office), 800 Junction Hwy, Kerrville, Texas 78028. Either party may change its address by giving written notice as provided in this Subsection 13.01. In the case of notice sent by registered or certified mail, notice shall be deemed effective three days after deposit in a United States mailbox or a United States post office. In the case of notice made by hand delivery, notice shall be deemed effective immediately.

13.02 Parties Bound. This Agreement shall be binding upon the parties hereto and their executors, heirs, legal representatives, successors and assigns.

13.03 Copies. This Agreement is executed in multiple copies, anyone of which is a true copy thereof, having the same evidentiary value.

13.04 Integration. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all prior agreements and negotiations, either written or oral, between the parties relating to the subject matter hereof.

13.05 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; provided, however, upon the occurrence of such event, either party may terminate this Agreement forthwith upon providing written notice of termination to the other party in accordance with Subsections 9.0 and 13.01 of this Agreement.

13.06 Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Kerr County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Kerrville, Kerr County, Texas.

13.07 Effective Date. This Agreement shall take effect on the date this Agreement is approved by the latter of KISD Board of Trustees and Kerrville City Council.

13.08 Titles, Headings and Subheadings. The titles, headings and subheadings set forth in this Agreement are intended for the convenience of the parties hereto and are not intended for use in the interpretation of the provisions contained herein.

13.09 Gender and Number. As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender shall each be deemed to include the other and the singular or plural number shall each be deemed to include the other.

13.10 Instruments. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

EXECUTED in triplicate by the Kerrville Independent School District and City of Kerrville on the dates indicated below.

FOR KERRVILLE ISD

By authorized agent: ______________________________
Printed Name: Dr. David Sprouse
Title: President, KISD School Board
Date: ______________________________

By: ______________________________
Printed Name: Rolinda Schmidt
Title: Secretary, Board of Trustees
Date: ______________________________

FOR CITY OF KERRVILLE, TEXAS

By authorized agent: ______________________
The Honorable David Wampler
Title: Mayor

Date: ______________________________

ATTEST:

____
City Clerk

Approved as to form:

____
Mike Hayes, City Attorney

Agenda Item:

(Staff)

3D. Purchase of a new replacement ambulance from Dallas Dodge Chrysler Jeep through the local government-purchasing cooperative, Buyboard, at a price not to exceed $156,350.00.

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

SUBJECT: Authorize the purchase of a Type 1 ambulance from Dallas Dodge Chrysler Jeep at a price not to exceed $156,350.00

FOR AGENDA OF: October 11, 2011 **DATE SUBMITTED**: September 30, 2011

SUBMITTED BY: Robert Ojeda, Fire Chief

CLEARANCES: Todd Parton, City Manager

EXHIBITS: Frazer Buyboard Quote #7339A-BBOARD

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$156,350	**$181,025**	**$181,025**	**01-830-503**

PAYMENT TO BE MADE TO: DALLAS DODGE CHRYSLER 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 #7339A-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 7-year vehicle replacement plan.

One (1) 2011 Dodge 4500 Chassis and 14' Module-----------$156,350

The required funds were approved by the City Council on September 27, 2011, and are available in the 2011/2012 Budget

RECOMMENDED ACTION

Authorize the city manager to purchase a Type 1 ambulance from Dallas Dodge Chrysler Jeep at a price not to exceed $156,350.00.

FRAZER
The Leader in Generator Powered EMS Modules

September 29, 2011

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

Quote # 7339A-BBOARD

Mr. Maloney,

Below is itemized pricing for one (1) Frazer Type I 14' Generator Powered Module mounted on a 2011 Dodge Ram 4500 6.7L diesel chassis with an air suspension system.

Item 1 - 14' Modular Body on Additional Duty Dodge Ram 4500 Cummins diesel chassis	$	114,000.00

<u>Published Options:</u>

Monroe Tru-Ride air suspension system	$	6,000.00
Heat shielding for diesel chassis	$	1,500.00
Paint module single color to match factory chassis color other than white	$	850.00
8" QRS 3M reflective stripe with non-reflective pinstripe and basic reflective lettering	$	2,200.00
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
Sound-Off red/ clear LED map light in cab	$	150.00
Lighting modification from base (x 3)	$	1,500.00
Stainless steel wheel covers	$	400.00
Nerf bars	$	400.00
Arm rests on console	$	200.00
Large aluminum map holder	$	175.00
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
Oxygen regulator	$	150.00
Double locking aluminum drug box included in standard, credit amount shown if not wanted	$	250.00
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
Ferno Lifepak bracket	$	675.00
Lexan lip on shelf in corner area	$	100.00
Additional 120VAC duplex outlet	$	125.00
(2) 120VAC quad outlet in lieu of duplex	$	100.00
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
Foam insulation in walls	$	1,500.00
Dri-Deck in applicable exterior compartments	$	300.00
Voyager back up camera and in-module camera with color LCD monitor in cab	$	1,700.00
Strap/ seat belt in front backboard compartment	$	125.00

Unpublished Options:

Full replacement front bumper	$	1,475.00
2011 Chassis (urea)	$	9,175.00
Valve extensions	$	100.00
Computer docking station	$	1,425.00
(4) Oxygen outlets with built-in flowmeters	$	1,050.00
Flashlight charger	$	50.00
Install conduit raceway	$	225.00
Furnish and install (3) antenna mounts	$	250.00
Buzzer kill switch	$	225.00
Open compartment alarm	$	100.00

Base Price	$	114,000.00
Published Options	$	27,475.00
Unpublished Options	$	14,075.00
Buy Board fee	$	800.00
Total	$	156,350.00

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, BuyBoard at buyboard@tasb.org, 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:TN

Agenda Item:
(Staff)

4A. A resolution nominating candidates to Kerr Central Appraisal District Board of Directors.

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

SUBJECT: Consider Nomination(s) to Represent the City of Kerrville on the Kerr Central Appraisal District Board of Directors

FOR AGENDA OF: October 11, 2011 **DATE SUBMITTED**: October 6, 2011

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Letter from KCAD dated September 26, 2011; Resolution

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: Dy AD

SUMMARY STATEMENT

The Kerr Central Appraisal District (KCAD) has requested nominations from the City of Kerrville for the KCAD Board of Directors for the 2012-2013 term. There are five open positions on the board, and the city may nominate up to five (5) nominees. The deadline for taxing entities to submit nominees is October 15; KCAD will then prepare a ballot for entities to cast their votes.

Based on the city's tax levy, KCAD estimates that the city will have 724 votes out of 5,000 votes to cast in the election. Each entity can choose to allocate its votes to one candidate or may split their votes among all five candidates.

In 2007 the city council nominated William H. "Hank" Moody to serve on the board, and he was elected and is currently serving as the secretary on the KCAD Board. Mr. Moody has indicated that he is willing to continue to serve on this board if nominated by the city council. Nominees are required to meet certain eligibility requirements as stated in the attached letter from KCAD, in particular those requirements are:

- Must live in the appraisal district more than two years
- Must not have any significant conflict of interest
- Must not owe delinquent taxes
- Cannot be related to an appraiser or a taxpayer representative.

RECOMMENDED ACTION

Nominate person(s) to the KCAD Board of Directors and approve the resolution.

KERR CENTRAL APPRAISAL DISTRICT

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

RECEIVED
SEP 27 2011

September 26, 2011

David Wampler, Mayor
City of Kerrville
800 Junction Hwy
Kerrville, TX 78028

Re: Nominations for Kerr CAD Board of Directors 2012 to 2013 Term

Dear Mayor Wampler:

As a participating taxing entity your governing body may nominate up to **five (5)** people by resolution for the election of Appraisal District Board of Directors. Based on your entity's 2010 levy a total of **724 votes** may be cast by your entity for the nominee or nominees of your choice after you receive your ballot from me. Once all nominees have been received I will be mailing you a ballot in order for your entity to cast their votes.

I have attached the eligibility requirement as well as other information pertaining to BOD members.

Please return your nominations by resolution to me as soon as possible so I may prepare the ballots for election of the Kerr CAD Board of directors. If you have any questions, please feel free to contact me by phone at 830-895-8223 or by emailat Fourth.Coates@kerrcad.org

Thank you,

P.H. Coates, IV

P.H. "Fourth" Coates, IV RPA / Chief Appraiser

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

	2010 TAC'S Levy	% of Total Levy	VOTE Allocation
City of Ingram	$269,162	0.41%	**21**
City of Kerrville	$9,458,660	14.48%	**724**
Kerr County	$16,464,443	25.20%	**1,260**
Center Point ISD	$2,410,923	3.69%	**185**
Comfort ISD	$1,767,192	2.71%	**135**
Divide ISD	$439,544	0.67%	**34**
Harper ISD	$402,922	0.62%	**31**
Hunt ISD	$3,125,223	4.78%	**239**
Ingram ISD	$4,823,318	7.38%	**369**
Kerrville ISD	$26,059,308	39.89%	**1,994**
Medina ISD	$109,030	0.17%	**8**
TOTAL EST LEVY	**$65,329,723.48**	100.00%	**5,000**

Eligibility Requirements & Selecton of Board of Directors for Appraisal Districts

To be eligible to serve on the board, a person must have resided in the appraisal district for at least two years immediately preceding the date of taking office.

Persons who meet the basic residence test could still be disqualified from serving. These reasons for disqualification ensure directors are not exposed to conflicts of interest.

An employee of a taxing unit that participates in the appraisal district may not serve. However, an elected official or member of the governing body of a participating taxing unit may serve.

Selection Process

Voting taxing units select the appraisal district directors. Voting taxing units are the county, school districts, cities and certain conservation and reclamation districts.

The Tax Code provides that the county tax assessor-collector (TAC) serves on the appraisal district board of directors. The county TAC automatically will serve as a nonvoting district director, if the county TAC is not appointed to the board of directors under the regular process. If a taxing unit, such as the county commissioner's court, appoints the county TAC to the appraisal district board, then the county TAC serves as a voting member.

The county TAC does not have to meet the residency requirements for serving as a nonvoting director. The county TAC, however, is ineligible to serve as a nonvoting or voting director if the county

TAC also serves as the CAD's chief appraiser. The county TAC is ineligible to serve as a nonvoting director if the county has contracted for the assessment and collection of county taxes with another taxing unit or with the CAD.

A school district may have annexed property from another school district in another county. The school district receiving the annexed property participates in selecting directors in each appraisal district in which the school has territory. The eligibility requirement in such situations is different: the individual must reside in the school district, and the school district must nominate the individual as a candidate for the appraisal district board.

Delinquent Taxes

Owing delinquent property taxes disqualifies a person from serving on the CAD board of directors or as chief appraiser. The person must own property on which delinquent property taxes have been owed for more than 60 days, after the date the person knew or should have known of the delinquency.

This disqualification does not apply if the person is paying the delinquent taxes under an installment payment agreement or has deferred or abated a suit to collect the delinquent taxes.

Family Relationships

A person may not be appointed or continue to serve on the board, if related within the second degree of consanguinity (blood) or affinity (marriage) to the following persons:

1. an appraiser who appraises property for use in the appraisal district's appraisal review board proceeding, or;

2. a tax representative who represents taxpayers for compensation before the appraisal district's appraisal review board.

A director who continues to serve knowing he or she is related in this manner to an appraiser or tax representative commits a Class B misdemeanor.

A director who is related to an appraisal district employee within the second degree by affinity or within the third degree by consanguinity may not serve as long as the relative remains employed by the appraisal district.

Tax Code Section 6.035(a) does not address whether these prohibitions from serving as a director for family relationships apply to the county TAC who serves as a nonvoting director. No attorney general opinions or court decisions deal with the question of whether a statute that generally makes individuals ineligible to serve on a board applies to an ex officio member of that board. If a county TAC has a relative as described above, the county TAC should seek the advice of legal counsel.

There also are no attorney general opinions or court decisions about whether a nepotism statute applies to the relative of a nonvoting director of a board. If Section 6.05 applies to a relative of the nonvoting county TAC, then the county assessor-collector should consult legal counsel.

Term of Office and Vacancy

Appraisal district directors serve two-year terms. Each term begins on January 1 of an even-numbered year. All directors serve the same two-year terms unless the taxing units have adopted staggered terms. The two-year term of office does not apply to the county TAC who serves as a nonvoting director. And the following paragraph on vacancy does not apply to the nonvoting county TAC.

If a vacancy occurs on the board, the board notifies the voting units of the vacancy. The voting taxing units nominate by resolution candidates to fill the vacancy. All nominations are submitted to the chief appraiser within 10 days after receiving notice from the board of directors that a vacancy exists. The chief appraiser delivers a list of the nominees to the directors within the next five days. The board of directors selects by majority vote one of the nominees to fill the vacancy.

If the method of selecting directors is changed, the resolution establishing a new selection method may provide a method for filling vacancies. If the resolution does not specify a procedure, vacancies are filled in the manner described above.

Recalling a Director

A taxing unit may ask for the recall of any director the unit voted for in the appointment process. A unit may not ask for the recall of a director if the unit didn't cast any votes for that director in the last election. Recall starts when the unit files a resolution with the chief appraiser stating that the unit is calling for the recall of a named member. Within 10 days after a unit files a recall resolution, the chief appraiser must give written notice of the resolution to the presiding officer of each voting taxing unit.

Next, a recall election takes place. Only the taxing units that voted for the member may vote for the recall. The recall-voting taxing unit has the same number of votes that it cast in electing the member to be recalled. The unit votes by filing a resolution casting its votes in favor of recall. The resolution must be filed with the chief appraiser on or before the 30th day after the original recall resolution is filed.

The chief appraiser must count the recall votes within 10 days after the last day to vote. The member is recalled and is no longer a board member if the number of votes cast in favor of recall equals or exceeds a majority of the votes cast for the member. The chief appraiser must immediately notify the board chair and the presiding officer of the governing body of each recall-voting taxing unit of the results. If the chair is the subject of the recall, the board secretary must also be notified.

After a recall, the member's vacancy is filled by the taxing units that voted in the recall election. Each recall-voting taxing unit may nominate by resolution one candidate and is entitled to the same number of votes it used to appoint the recalled member. The recall-voting taxing units must submit the name of each nominee to the chief appraiser on or before the 30th day after the date the chief appraiser notified the unit of the recall election results.

Within 15 days after the last day for nominations, the chief appraiser must prepare and deliver to each recall-voting taxing unit a ballot listing the candidates alphabetically according to their last names. After 15 days, the chief appraiser counts the votes, declares the winner and notifies the chair, each taxing unit and the candidates.

If the method of selecting directors has been changed, the taxing units that voted for the member-to-be-recalled may recall him or her and appoint a new member by any method adopted by resolution of a majority of recall-voting taxing units. The adopted method must provide that each unit voting on the recall and appointment voted for the member being recalled and has the same number of votes it cast for the member being recalled.

Staggered Terms

The taxing units participating in the district may adopt staggered one- and two-year terms. To adopt staggered terms, two events must occur. First, three-fourths of the voting taxing units must adopt resolutions for staggered terms. Second, the voting taxing units must have changed the method for appointing board members to end cumulative voting. These two events may occur simultaneously.

The resolutions proposing staggered terms must be filed with the chief appraiser after June 30 and before October 1 of an odd-numbered year. If the chief appraiser determines that enough taxing units filed resolutions for the change, he or she must notify all taxing units of the change.

Staggered terms take effect on the following January 1. To start staggering terms, all members are appointed at one time as if staggered terms had not been adopted. As soon as possible after January 1, all members draw lots to determine who will serve one- and two-year terms.

The number of one-year and two-year members depends on whether the board has an even or odd number of members. Boards with an even number of members divide the one- and two-year terms in half. Boards with an odd number of members must have one more member with two-year terms than members with one-year terms. For example, a six-member board would choose three members to serve one-year terms. A five-member board would choose two.

Once the one-year terms expire, the voting units appoint members to fill those seats for two-year terms. Thus under staggered terms, the voting units will hold elections for part of the board every year.

The staggered term provision does not apply to the county TAC who serves as a nonvoting director.

Staggered terms may be rescinded if a majority of voting taxing units adopt resolutions rescinding the terms. The procedure for filing a rescission resolution is essentially the same as that for adopting the change, but the rescission resolution must be filed between January 1 and October 1 of odd-numbered years rather than even-numbered years.

After a valid rescission, the terms of all current members expire on the next January 1, even if not completed. Voting units appoint new members.

Staggered terms are automatically rescinded if the district makes a change in the method of selecting directors that returns the selection method to one using cumulative voting.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ____-2011

A RESOLUTION NOMINATING CANDIDATES TO KERR CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the City of Kerrville, Texas, as a member of the Kerr Central Appraisal District, has the right to submit nominations for the District's Board of Directors; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to submit names for nomination;

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

That in accordance with Section 6.03 of the Texas Tax Code, the City Council of the City of Kerrville, Texas hereby submits the following name(s) for consideration for election to the Kerr Central Appraisal District Board of Directors for the term beginning January 1, 2012:

____

PASSED AND APPROVED ON this the _______ day of _______________, A.D., 2011.

____
David Wampler, Mayor

ATTEST:

____
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

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

4B. Resolution providing for the city's approval or disapproval of an amendment to the Kerr Central Appraisal District's 2010 fiscal year budget.

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

SUBJECT: Consider resolution approving/disapproving an amendment to the Kerr Central Appraisal District (KCAD) FY10 budget to retain budget surplus funds for future renovations to the KCAD property

FOR AGENDA OF: October 11, 2011 **DATE SUBMITTED**: October 4, 2011

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

EXHIBITS: Letter from KCAD, Resolution

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 FY10 KCAD budget audit report has determined a budget surplus of $32,790.99; the City of Kerrville's portion of this surplus is $4,768.10. KCAD is requesting an amendment to their FY10 budget to allow KCAD to retain FY10 budget surplus funds for future renovations to the KCAD property, as detailed in the attached letter.

The proposed budget amendment will take effect 30 days after the date of notification by KCAD, which was October 3, 2011, unless a majority of the governing bodies of the taxing entities served by the appraisal district pass resolutions disapproving the amendment.

The attached resolution will either approve or disapprove the budget amendment. No action on this item will in effect approve the proposed budget amendment.

RECOMMENDED ACTION

The city manager recommends approval of the attached resolution approving the budget amendment.

KERR CENTRAL APPRAISAL DISTRICT
P.O. BOX 294387
1836 JUNCTION HIGHWAY
KERRVILLE, TEXAS 78029

Date:	October 3, 2011
Re:	Kerr CAD 2010 Budget Surplus
To:	Taxing Entities Served by Kerr CAD
From:	Kerr CAD Board of Directors

Message: Enclosed is the 2010 KCAD Budget Surplus amount as determined by the 2010 Budget Audit Report conducted by Pressler, Thompson and Company CPAs. A copy of that audit report is included with this memo. Pressler, Thompson determined there was a total budget surplus of $32,790.99 for 2010. A copy of each entity's prorated amount is attached to this memo. The Kerr Central Appraisal District Board of Directors is requesting that the taxing entities allow the CAD to retain this amount in the surplus reserve account for future renovations to CAD property. Part of this reserve fund has been used to put a new roof on the building as well as renovations to the plumbing and connection to the City of Kerrville's sewage system in 2010 as well as repair of termite damage to the floor in the equipment room. Anticipated expenditures include the resurfacing of the parking lot, flooring replacement, handicapped entry access to the lobby, renovation and repairs to the interior as well as additional repairs to termite damage. Additional insulation and weather proofing in order to increase the energy efficiency of the building is also being considered.

Voting taxing units may veto the amendment to the 2010 Budget to retain the surplus amount of $32,790.99. To veto, a majority of the voting taxing units must pass resolutions disapproving the amendment to the budget. These units must file resolutions with the appraisal district's board of director's secretary within 30 days after the date of notification. If enough veto resolutions are filed, the amendment does not take effect. The board must then return the surplus amount the taxing entities based on their prorated share as found in the attached schedule.

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

Kerr Central Appraisal District
Refund due Entities
12/31/2010

Total due entities if would be refunded $ 32,790.99

City of Ingram	0.36921%	121.07
City of Kerrville	14.54089%	4,768.10
Kerr Fire District 1	0.16343%	53.59
Kerr Fire District 2	0.05191%	17.02
Kerr County	22.28010%	7,305.86
Ingram Hill Road District	0.00781%	2.56
Lateral Roads	1.81970%	596.70
Lake Ingram Estates Rd Dist	0.03753%	12.31
Center Point ISD	3.58534%	1,175.67
Comfort ISD	2.42702%	795.84
Divide ISD	0.71788%	235.40
Harper ISD	0.59979%	196.68
Hunt ISD	4.61879%	1,514.55
Ingram ISD	7.25425%	2,378.74
Kerrville ISD	39.37844%	12,912.58
Medina ISD	0.15884%	52.08
UGRA	1.54161%	505.51
Headwaters Underground	0.44747%	146.73
	100.00000%	32,790.99

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KERR CENTRAL APPRAISAL DISTRICT
ANALYSIS OF FUND BALANCE
12/31/2010

	Unreserved	Building Reserve	Vehicle Reserve	Total
Beginning Balance- January 1,	213,029	98,466	-	311,495
Receipts over (under) Expenditures	52,245		-	52,245
Annual Reserve	(15,000)	7,000	8,000	-
Repairs paid out of reserve	671	(671)		
Capitalized - Connect to City Sewer Syste	16,550	(16,550)		-
Allocated to Building Reserve	(32,791)	32,791		-
Ending Balance - December 31,	234,704	121,036	8,000	363,740

Allocated to Building Reserve

Excess Revenues over Expenditures	52,244.61
Less: Annual Building Reserve	(7,000.00)
Less: Vehicle Reserve	(8,000.00)
Less: Non-refundable Income	
Interest	(1,242.51)
Computer Income	(3,211.11)
Misc Inc	-
Allocated to Building Reserve (formerly refunded to Entities)	32,790.99

All excess revenues over expenditures will be added to building reserve vs paid back to taxing entities (same as in 2004 through 2009).

S:\BBDocs\kcad\2010\[Fund Analysis (Autosaved).xlsx]2010

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ____-2011

A RESOLUTION PROVIDING FOR THE CITY'S APPROVAL OR DISAPPROVAL OF AN AMENDMENT TO THE KERR CENTRAL APPRAISAL DISTRICT'S 2010 FISCAL YEAR BUDGET

WHEREAS, the Kerr Central Appraisal District (KCAD) is requesting an amendment to their 2011 Fiscal Year Budget to allow for renovation of their existing office location; and

WHEREAS, the amendment will require no additional funding; and

WHEREAS, pursuant to state law, the City Council must consider KCAD's budget amendment and in the event Council does not approve, it must indicate this action via a resolution; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to either approve or disapprove of said proposed amendment as is indicated below;

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

That the Kerr Central Appraisal District's proposed 2010 fiscal budget amendment, the provisions being substantially as set forth in **Exhibit A,** attached hereto and incorporated herein by reference, is hereby ____________________ (APPROVED OR DISAPPROVED).

PASSED AND APPROVED ON this the _____ day of _____________ A.D., 2011.

____
David Wampler, Mayor

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

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Agenda Item:
(Fred Parkhurst)

4C. Request to remove a street sign in front of 1223 Jack Drive.

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

SUBJECT OF REQUEST: Placement of street sign in front of 1223 Jack Drive – Kerrville, TX

AGENDA DATE: Oct. 11, 11 **DATE SUBMITTED**: Oct.6,11

REQUESTED/SUBMITTED BY: F.B. Parkhurst **PHONE: 285-3705**
ORGANIZATION REPRESENTING:
MAILING ADDRESS: 1223 Jack Drive – Kerrville, TX. 78028

EMAIL ADDRESS: fparkhurst@stx.rr.com

EXHIBITS/INFORMATION:

APPROVED FOR SUBMITTAL BY CITY MANAGER: KL

WILL THIS ITEM REQUIRE CITY COUNCIL TO AUTHORIZE THE EXPENDITURE OF CITY FUNDS? YES: ______ NO: ____????__

IF YES, STATE AMOUNT REQUESTED: $___________

DESCRIPTION OF REQUEST

The city placed a dip warning sign directly in front of my house at 1223 Jack Drive, Kerrville, TX. This sign is unsightly. I would agree if they moved the sign 100+- feet to the west at my property line in front of the cedar bushes.

RECOMMENDED COUNCIL ACTION

City of Kerrville
Public Works Director
800 Junction Highway
Kerrville, Texas 78028-5069
830.258.1220 (O)
830.896.8793 (F)
charlie.hastings@kerrvilletx.gov

MEMORANDUM

TO: Todd Parton, City Manager

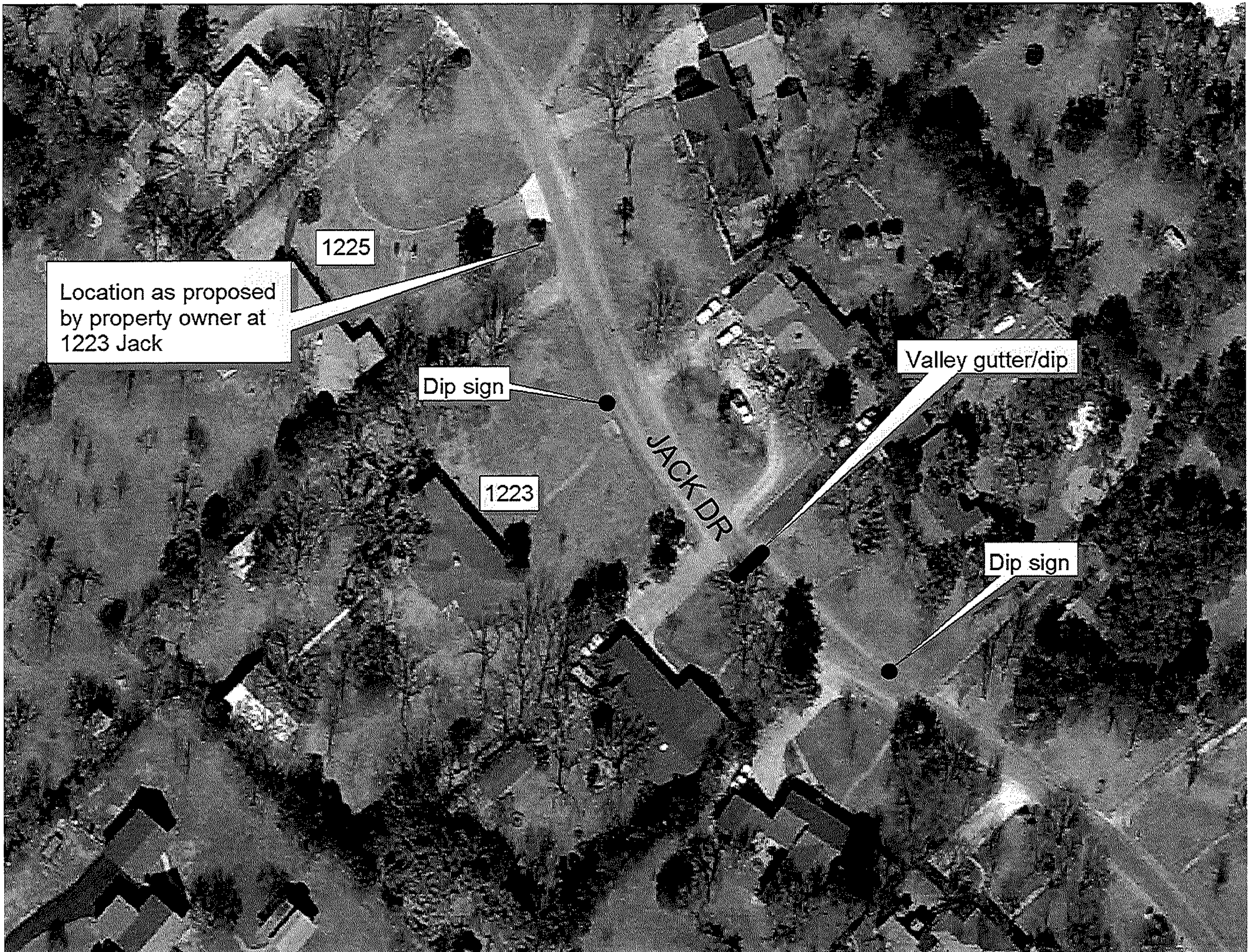
FROM: Charlie Hastings, P.E., Director of Public Works CH

DATE: October 6, 2011

SUBJECT: Dip Signs at 1223 Jack Drive

As part of the reconstruction of Jack Drive, a valley gutter (dip in the road) was recently installed for storm drainage control. This has warranted the installation of warning dip signs, which will be installed in accordance with the Texas Manual on Uniform Traffic Control Devices. The concrete bases for the signs have been installed and, once cured (two days), the signs will be attached (anticipate 10/7/11); please see the attached map and photos.

It has been suggested by the property owner of 1223 Jack Drive that one of the dip signs be moved an additional 100 feet to the west (farther away from the dip, in front of 1225 Jack). Staff believes this would place the sign too far away from the dip. The reasonable distance that the sign could be moved is 30 feet west from its current location; however, this would not resolve the aesthetic concern brought forth by the property owner, therefore staff recommends that the sign remain in its current location.


1225
Location as proposed by property owner at 1223 Jack
Dip sign
1223
JACK DR
Valley gutter/dip
Dip sign

Sign will go here

Sign will go here

Agenda Item:
(Staff)

4D. Appointments to the airport planning committee created by the Interlocal Agreement For The Continued Existence Of a Joint Airport Board To Provide Management Of The Kerrville/Kerr County Airport.

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

SUBJECT: Appointments to the Airport Planning Committee created by the Interlocal Agreement for the continued existence of a joint airport board to provide management of the Kerrville/Kerr County Airport.

FOR AGENDA OF: Oct. 11, 2011 **DATE SUBMITTED**: Oct. 5, 2011

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES: NA

EXHIBITS: Interlocal Agreement for Kerrville/Kerr County Airport

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP AD

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

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

SUMMARY STATEMENT

On September 27, 2011, the Kerrville City Council approved an interlocal agreement with Kerr County for the continued existence of a joint airport board to provide management of the Kerrville/Kerr County Airport. This same agreement was approved by the Kerr County Commissioners Court on September 26, 2011.

Paragraph 6 of the agreement created an Airport Planning Committee. The committee is comprised of city, county, and airport board representatives as follows:

1. City of Kerrville:
    a. 3 Representatives,
    b. No More than 2 Elected Councilmembers,
2. Kerr County:
    a. 3 Representatives,
    b. No More than 2 Elected Commissioners, and
3. Joint Airport Board:
    a. 2 Representatives.

The planning committee is to meet not less than once per calendar quarter.

The purpose of the planning committee is to:

1. Receive and discuss in detail from the Joint Airport Board information regarding the operations of the airport and its finances;
2. Discuss short term and long term planning for the operation, management, and economic development of the airport; and
3. Formulate recommendations to be presented to each owner regarding the short and long term goals for the airport.

Following the quarterly meetings of the Airport Planning Committee, the Airport Manager is required to provide quarterly written reports to each of the owners regarding the information presented during the meeting and outlining the recommendations of the committee.

RECOMMENDED ACTION

The City Council should discuss appointments to the Airport Planning Committee and make appointments as it deems appropriate.

INTERLOCAL AGREEMENT FOR THE CONTINUED EXISTENCE OF A JOINT AIRPORT BOARD TO PROVIDE MANAGEMENT OF KERRVILLE/KERR COUNTY AIRPORT

This Joint Action Agreement ("Agreement"), pursuant to Chapter 22 of the Texas Transportation Code, is entered into between Kerr County, Texas ("County") and the City of Kerrville, Texas ("City"), also referred to individually as "Party", or collectively as "Parties", on the 29th day of September, 2011.

WHEREAS, County and City jointly own the real property upon which is located the Kerrville/Kerr County Airport, sometimes referred to as Louis Schreiner Field ("Airport"); and,

WHEREAS, County and City have previously, by their actions, jointly managed said Airport under Tex. Rev. Civ. Stat. Ann. Art. 46d, Municipal Airport Act, the statutory predecessor to Chapter 22 of the Texas Transportation Code ("Code"); and

WHEREAS, County and City find that it is in the best interests of the citizens of County and City for the Airport to continue to be managed by a Joint Airport Board pursuant to the Code; and

WHEREAS, County and City are desirous of the continuous operation of the Airport in an effective manner; and

WHEREAS, County and City now reconstitute and reorganize the Joint Airport Board to reflect the terms of this Agreement;

NOW, THEREFORE, in consideration of these promises, covenants, and agreements, the Parties agree as follows:

1. **Duration of Agreement**: This Agreement shall be effective as of October 1, 2011, and remain in effect through September 30, 2012. However, prior to termination, this Agreement shall automatically renew for an additional one-year term, limited to four such one-year renewals, unless terminated as provided for below.

2. **Proportionate Interest in Airport Property**: Each Party owns an equal, undivided interest in the real property and assets located within the bounds of the Airport, more particularly described in **Exhibit A,** and as that property description may be expanded or developed, and in the buildings, improvements, and other fixtures located on the property. Title to all Airport property shall remain jointly vested in the County and City.

3. **Joint Airport Board**: The Parties affirm the creation and continued existence of the Joint Airport Board ("Board"). The Board shall consist and operate as follows:

   (a) Membership. The Board shall be comprised of five members. The approval by each Party is required to constitute an appointment to the Board. The current Board

Approved by City Council
Date: Sept. 27, 2011
Volume____ Page____

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members as of September 30, 2011, are hereby reappointed by the Parties to serve the remainder of their Term of Office left as of September 30, 2011.

(b) Term of Office. Each Board member shall be appointed for a two year term and shall continue to serve in this capacity until their successor is appointed and is duly qualified. Upon the death of any member or should any member resign or for any reason become unable to serve, a replacement shall be appointed in the same manner as provided below to fill the vacancy for the unexpired term.

(c) Oath and Bond. Following appointment, each Board member shall qualify for office by taking the required oath of office before the County Judge.

(d) Appointment. The process for appointment by action of each Party shall be as designated below:

1) The Board shall recommend persons to the County and City for consideration of appointment. The Board shall submit the names of such persons to each Party at least 60 days prior to the end of the particular place's term. In the event that a candidate recommended by the Board is not appointed by either Party, the Board shall recommend an alternative candidate. In the event that this second candidate is not appointed by either Party, the Board shall select another candidate who will be automatically appointed to the Board without the approval of the Parties.

2) It is deemed desirable that all Board members possess and will contribute a balance of expertise in business, financial, aviation, or management training and experience. Appointments shall be made on or before June 1 of each year.

3) Replacement of members shall be in the same manner and under the same qualification as described above with such replacement being appointed to fulfill only that portion of the remaining term.

4) Any Board member may be removed by a majority vote of each Party, for any reason. In addition, the Board may recommend to the County and City that a Board member be removed.

5) Board members shall be eligible for reappointment, but Board members are prohibited from serving more than 3 consecutive, 2-year terms. Only reappointments made after October 1, 2011, shall count towards this limitation.

(e) Officers: The Board shall appoint a President and Vice President who shall be selected from the Board's membership. If the Board appoints a Treasurer, the Treasurer shall execute a bond in an amount determined by the Board, with a corporate surety authorized to do business in the State of Texas and conditioned upon the faithful performance of the treasurer's duties. In addition, the Board shall appoint a secretary who shall record the minutes of the Board meetings. The term for each position shall be for two years.

(f) Compensation: Service on the Board is without compensation. However, each Board member is entitled to reimbursement for necessary expenses incurred in the performance of his/her duties as a Board member, subject to the Board Budget and a written Board policy regarding the reimbursement of expenses, which has been approved by each Party.

(g) Authority, Powers and Duties: The Board shall have the following authority, powers and duties:

1) The Board may exercise on behalf of the Parties any power possessed by either Party and those specifically provided by the Code, including the power to lease property and facilities, and to buy and sell goods as an incident to the operation of the Airport. However, the Board is not authorized to impose a property tax, sell bonds, or otherwise enter into other debt instruments, dispose of Airport property, or exercise the power of eminent domain without the prior written consent of each Party.

2) The Board, following the prior written consent of each Party, has the authority to apply for and to execute grant funding agreements.

3) The Board may improve, equip, maintain, operate, manage, regulate, protect, and police the Airport.

4) The Board may realign, alter, acquire, abandon, or close a portion of a roadway or alleyway without a showing of paramount importance if the portions to be realigned, altered, abandoned, or closed are in the geographical boundaries of the Airport at the time of or after the realignment, alteration, acquisition, abandonment, or closing.

5) The Board shall have the responsibility and be in charge of the property, improvements, and other assets of the Airport and shall be in charge of the disbursement of Airport funds for Airport purposes, and pursuant to the approved Board Budget. The Board shall also cause records to be kept of any and all revenues and disbursements.

6) The Board shall maintain a fund for the purpose of depositing all revenues of the Airport, including each Party's share of the operating costs. This fund shall be kept and managed by the Board and shall be established at a bank with a branch in Kerr County. Federal, state, or other contributions or loans and the revenue obtained from the operation of the Airport shall be deposited to the credit of the joint fund.

7) The Board shall have an audit of the financial affairs of the Board and its operation of the Airport conducted each year by an independent accountant and shall furnish the audit to each Party no later than February 28 of each year.

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8) The Board shall ensure that all records regarding the operation of the Airport are maintained, retained, and made available for public review in accordance with the Texas Public Information Act. All records shall be maintained at the Airport.

9) The Board shall hire and employ an Airport Manager ("Manager") and such other employees as are necessary for the operation of the Airport. The Board shall develop a written job description for the Manager and shall include written performance criteria, goals, and benchmarks that the Manager is required to meet each year. The Board shall include such documents as part of the Board Budget which is subject to yearly approval by each Party.

10) The Board, through its Manager and any other employees, shall be responsible for the day-to-day management of the Airport. Toward that end, the Board is authorized to enter into service contracts with other public or private entities, but where such a contract exceeds $25,000.00; both Parties must approve the contract.

11) The Board may adopt resolutions, rules, and orders for the operation of the Airport.

12) The Board may lease Airport property and may adopt fees and rental rates with respect to the use of Airport services or use of Airport property. Such fees and rates shall be included within the Board Budget, which may be amended by the approval of both Parties.

13) The Parties acknowledge that the Airport property is within the City's limits and is subject to the City's regulations and that land adjacent to the Airport but outside the City limits is subject to the adoption, administration, and enforcement by either a County or Joint Airport Zoning Board of airport hazard area and compatible land use zoning. However, the Board shall monitor and consider appropriate zoning for the Airport and the immediately surrounding areas whose use may impact Airport operations.

14) The Board shall adopt policies and procedures for the purchase of goods and services and for the accounting of the Airport's finances, each in accordance with state law.

15) The Board may insure itself, its contractors and subcontractors against liability arising from the operation of the Airport for damages to the person or property of others, workers' compensation, and officers' and employees' liability. The insurance may consist of self-insurance and/or purchased insurance.

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16) The Board is prohibited from giving, leasing, or otherwise allowing the use of any part of the Airport for no value, without first having received approval from both Parties.

17) The Board shall comply with the Code and other state laws and local laws in all respects.

(h) Meetings: The Board shall meet on dates and times as agreed upon by the Board, which schedule may be changed from time to time; however in no event shall the Board meet less frequently than once per calendar quarter. The President of the Board or any two Board members shall have the authority to call a meeting. All such meetings of the Board shall be held in accordance with the Texas Open Meetings Act and three members of the Board shall constitute a quorum of the Board. The Board shall make its own rules of order, by-laws, set the time and place for regular meetings, and shall keep minutes of its meetings.

(i) Fiscal year. The Board shall observe a fiscal year that begins each October 1 and ends September 30.

(j) Reporting. The Board through its Manager shall provide quarterly written reports to each Party (1) regarding the operations of the Airport and its finances; and (2) encompassing the information required by ¶6(d).

(k) Litigation. The Board shall not enter into litigation of any kind without prior approval from both Parties. However, the Board may provide an appropriate response to a lawsuit or claim filed against it in an effort to protect its rights and defenses prior to any approval from both Parties.

4. **Board Budget**: The Board is responsible for the operations and needs of the Airport and shall develop a budget for Airport operations ("Board Budget") to be approved by both Parties. The Board Budget shall consist of the following parts: 1) maintenance and operations; and 2) capital improvements. In addition, the Board shall include as an addendum to the Board Budget a description and discussion of, at a minimum, proposed capital improvements looking forward 5 years. For purposes of this Agreement, "capital improvements" are defined as a project that will result in a physical object with a value of $5,000.00 or more. The Board shall submit and present the Board Budget to the County and the City for approval. Should either Party not approve the Board Budget, the previous year's Board Budget shall be automatically adopted for the upcoming year.

(a) Submission Required. The Board shall submit the Board Budget to both Parties not later than June 1st of each year for Parties' consideration no later than September 30 of each year.

(b) Content and Format. The Board Budget shall substantially conform to the format and line item content as specified and depicted in **Exhibit B.**

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(c) Excess Spending. The Board shall not spend nor incur obligations which at any time will exceed the Board Budget approved and adopted by the County and City for that current fiscal year, except for an emergency expenditure, which is declared by the Board President. An "emergency expenditure" is defined as an expenditure necessary for the immediate preservation of the public peace, property, health, or safety. Prior to or immediately following such expenditure, the Board President shall notify the County Judge and Mayor in writing of the declared emergency expenditure.

(d) Movement between Funds. The Board is authorized to move funds between line items concerning maintenance and operating expenses, but in no event shall the funds being moved over a fiscal year period exceed 5% of the Board Budget for that year.

(e) Airport Revenues. The Board shall only use revenues generated by operation of the Airport for Airport purposes.

(f) Board Budget Calculation. The Board shall create a draft Board Budget as follows:

(1) Total of all revenues, not including contributions from the Parties, less total expenses, which shall include all grant matches.

(2) Where a negative sum occurs, the Board shall seek contributions from the Parties as provided below.

(3) In no case shall contingency funds exceed 5% of the amount budgeted for annual maintenance and operating expenses.

5. **County and City Funding**: To assure the objective of the continuation of efficient Airport operations, each Party is obligated to the other Party to contribute funds as follows:

(a) Maintenance and Operations. The County and City shall each fund one-half (1/2) of all the costs related to the maintenance and operations part of the Board Budget or the County and City shall each fund $110,000.00, whichever is less.

(b) Capital Improvements. The County and City shall be equally responsible for expenses directly resulting from the part of the Board Budget regarding capital improvements. On an annual basis as part of the draft Board Budget review process, both Parties must review proposed capital improvement projects. Only those projects approved as part of the Board Budget shall be submitted for bidding, where applicable, and construction.

(c) Schedule of Payments. Pursuant to the Board Budget and the amount of each Party's contributions, each Party shall forward 12 equal monthly payments to the Board in the amount of 1/12th of their total contribution on or before the 15th day of each month.

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6. Airport Planning Committee. The Parties hereby create an Airport Planning Committee ("Committee") as follows:

(a) Membership. The Committee shall consist of the following persons:

(1) County Appointees. The Commissioners Court shall appoint 3 representatives to the Committee, which shall consist of no more than 2 members of the Commissioners Court.

(2) City Appointees. The City Council shall appoint 3 representatives to the Committee, which shall consist of no more than 2 Councilmembers.

(3) Board Appointee. The Board shall appoint 2 representatives to the Committee .

(b) Meetings. The Committee shall meet no less than once per calendar quarter.

(c) Purpose. The purpose of the Committee is to (1) receive and discuss in detail from the Board information regarding the operations of the Airport and its finances; (2) discuss short and long term planning for the operation, management, and economic development of the Airport; and (3) formulate recommendations to be presented to each Party regarding the short and long term goals for the Airport.

(d) Reports. Following its meetings, the Manager shall provide quarterly written reports to each Party regarding the information presented during the meeting and recommendations of the Committee.

7. Amendment: This Agreement may only be amended by written agreement of the Parties.

8. Termination of Agreement Prior to Expiration: Either party may terminate the Agreement for any reason upon the terminating Party giving the nonterminating Party no less than one-hundred eighty (180) days written notice thereof.

9. Notices: Any notice required or permitted to be given pursuant to this Agreement or under the laws of this state shall be given in writing and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable Party at the address set forth below:

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

C2011-57

County: Kerr County, Texas
Attention: County Judge
Kerr County Courthouse
700 Main Street
Kerrville, TX 78028

Board: Joint Airport Board
Attention: Airport Manager
Kerrville/Kerr County Airport
1875 Airport Loop Road
Kerrville, TX 78028

10. **Governing Law and Venue**: This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be in a court of competent jurisdiction in Kerr County, Texas.

11. **Severability**: If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision was not included.

12. **Captions**: Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits, or describes the scope or intent to any provision.

13. **Use of Language**: Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

14. **Entire Agreement**: This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter. This Agreement shall not be amended, discharged or extended, except by written instrument executed by the Parties. The Parties agree that no representations or warranties shall be binding upon either Party unless expressed in writing in the Agreement.

15. **Multiple Counterparts**: This Agreement may be executed in multiple counterparts, each of which constitutes an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be legally executed this 29th day of September, 2011.

C2011-57

CITY OF KERRVILLE	COUNTY OF KERR, TEXAS
By: [signature] David Wampler, Mayor	By: [signature] Pat Tinley, County Judge
ATTEST:	ATTEST:
Brenda G. Craig	Jannett Pieper By Cheryl A. Thompson, Deputy
Brenda G. Craig, City Secretary	Jannett Pieper, County Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
[signature]	[signature]
Michael C. Hayes, City Attorney	Robert Henneke, County Attorney

COMMISSIONERS COURT KERR COUNTY, TEXAS

C2011-57

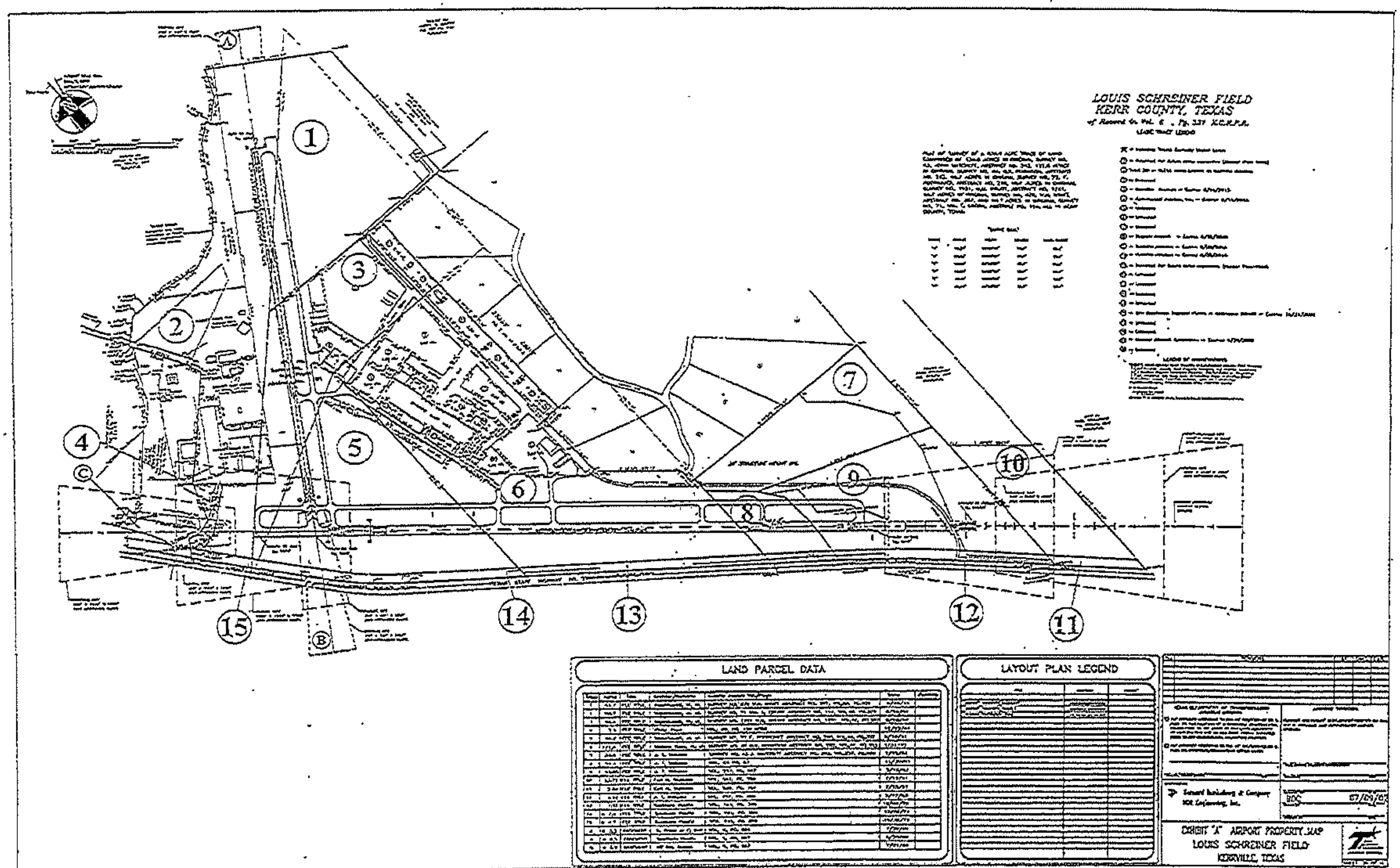


Figure E10 Airport Property Map

Exhibit "A"

C2004-45. R080-2004

C2011-57

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD - EXHIBIT B

09/28/2011 1

BUDGET COMPARISON

FOR 2006 - 2012

Revenues 47-AIRPORT		2006	2007	2008	2009	2010	2011 Budget Approved	2011 YTD Actual Thru 5/31/11	2012 Proposed
INTERGOVERNMENTAL REVENUE									
47-300-602	KERR COUNTY								
47-300-603	KERRVILLE								
47-300-604	GRANTS								
47-300-606	TX DOT REIMBURSEMENT								
TOTAL INTERGOVERNMENTAL REVENUE		0	0	0	0	0	0	0	0
LEASE/RENTAL INCOME									
47-325-301	AIRPORT LAND LEASES								
47-325-602	TERMINAL LEASES								
47-325-603	T-HANGAR LEASES								
47-325-604	VEHICLE RENTAL SURCHARGE								
47-325-605	T-HANGAR STORAGE FACILITY LEASES								
TOTAL LEASE/RENTAL INCOME		0	0	0	0	0	0	0	0
REIMBURSEMENT									
47-350-601	FUEL FLOW FEES								
47-350-602	OTHER								
TOTAL REIMBURSEMENT		0	0	0	0	0	0	0	0
INTEREST INCOME									
47-380-601	INTEREST INCOME								
TOTAL INTEREST INCOME		0	0	0	0	0	0	0	0
TRANSFER IN									
47-390-601									
47-390-610	TRANSFER IN								
TOTAL TRANSFER IN		0	0	0	0	0	0	0	0
***** TOTAL REVENUES *****		0	0	0	0	0	0	0	0

C2011-57

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

BUDGET COMPARISON

FOR 2006 - 2012

~~09/28/2011 2~~

Expenses		2006 Actual	2007 Actual	2008 Actual	2009 Actual	2010 Actual	2011 Budget Approved*	2011 YTD Actual Thru 5/31/11	2012 Proposed
SALARIES & BENEFITS									
47-700-101	AIRPORT MANAGER								
47-700-102	OFFICE PERSONNEL PART TIME								
47-700-104	AIRPORT MAINTENANCE STAFF								
47-700-205	OVERTIME								
800-003	TEMPORARY EMPLOYEE								
800-004	LONGEVITY								
47-700-201	FICA								
800-005	SOCIAL SECURITY								
47-700-203	RETIREMENT								
47-700-202	GROUP INSURANCE								
47-700-204	WORKMAN'S COMP								
TOTAL SALARIES & BENEFITS		0	0	0	0	0	0	0	0
AIRPORT									
47-800-008	PROFESSIONAL DEVELOPMENT								
47-800-009	LOCAL MEETING EXPENSE								
47-800-010	PROFESSIONAL SERVICES								
47-800-101	OFFICE SUPPLIES								
47-800-102	SMALL TOOLS AND EQUIPMENT								
47-800-103	CHEMICAL AND MEDICAL SUPPLIES								
47-800-104	FUEL AND OIL SUPPLIES								
47-800-105	FOOD SUPPLIES								
47-800-106	JANITORIAL SUPPLIES								
800-107	WEARING APPAREL								
47-800-107	POSTAGE								
47-800-108	UPS/FED-EX								
800-111	COMPUTER UPGRADE								
47-800-109	COMPUTER SOFTWARE								
47-800-110	SOD, SEED, PLANTING								
47-800-111	VEHICLE PARTS								
47-800-201	LAND								
47-800-202	BUILDINGS AND STRUCTURES								
47-800-203	VEHICLE MAINTENANCE								
800-204	PARTS @ CITY GARAGE								
47-800-204	OFFICE EQUIPMENT								
47-800-205	INSTRUMENTS AND APPARATUS								
47-800-206	STREETS & ASPHALT REPAIR								
47-800-207	TRAFFICE CONTROL DEVICES								
47-800-208	TAXIWAYS/RUNWAYS								

C2011-57

09/28/2011 3

C2011-57

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

BUDGET COMPARISON

~~09/28/2011-4~~

FOR 2006 - 2012

Expenses		2006 Actual	2007 Actual	2008 Actual	2009 Actual	2010 Actual	2011 Budget Approved	2011 YTD Actual Thru 5/31/11	2012 Proposed
47-800-209	REPAIRS-GENERAL								
800-214	RAMP GRANT MATCH								
47-800-301	CONTRACT SERVICES								
47-800-302	PROPERTY INSURANCE								
47-800-303	LIABILITY INSURANCE								
47-800-304	SPECIAL SERVICES								
47-800-305	EQUIPMENT RENTAL								
47-800-306	ADVERTISING								
47-800-307	MANAGEMENT CONTRACT								
47-800-308	REIMBURSE COUNTY EMPLOYEE								
47-800-309	OUTSOURCED SERVICES								
47-800-310	CONTINGENCY								
47-800-311	LEGAL SERVICES								
47-800-401	PHONE SERVICE								
47-800-402	CELL PHONE SERVICE								
47-800-406	LIGHT AND POWER								
47-800-403	NATURAL GAS/PROPANE								
47-800-404	WATER & SEWER								
47-800-405	INTERNET PROVIDER								
47-800-501	CERTIFICATES, AWARDS, ETC								
47-800-503	DUES AND SUBSCRIPTIONS								
800-503	MOTOR VEHICLE								
47-800-505	OTHER CHARGES								
47-800-507	CONTINGENCY								
47-800-509	DEPRECIATION EXPENSE								
800-510	WATER SYSTEM IMPROVEMENTS								
47-800-511	OTHER EXPENSE								
47-800-513	RESERVE FOR CAPITAL								
47-800-901	TRANSFER OUT - GENERAL								
47-800-902	TRANSFER OUT - MAINTENANCE								
47-800-903	TRANSFER OUT - ROAD & BR								
TOTAL AIRPORT		0	0	0	0	0	0	0	0

C2011-57

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

BUDGET COMPARISON

FOR 2006 - 2012

~~09/28/2011-5~~

Expenses		2006 Actual	2007 Actual	2008 Actual	2009 Actual	2010 Actual	2011 Budget Approved	2011 YTD Actual Thru 5/31/11	2012 Proposed
TERMINAL									
47-801-101	SUPPLIES								
47-801-300	PHONE SERVICES								
47-801-301	LIGHT & POWER								
47-801-302	PROPANE GAS								
47-801-303	WATER & SEWER								
TOTAL 01-TERMINAL		0	0	0	0	0	0	0	0
*** TOTAL EXPENSES ***		0	0	0	0	0	0	0	0
REVENUE OVER/(UNDER) EXPENDITURES		-	-	-	-	-	-	-	-
M&O EXPENDITURES		0	0	0	0	0	0	0	0
Note:	Changes approved by Board								

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

BUDGET COMPARISON

FOR 2006 - 2012

Revenues		2006 Actual	2007 Actual	2008 Actual	2009 Actual	2010 Actual	2011 Budget Approved	2011 YTD Actual Thru 5/31/11	2012 Proposed
48 - AIRPORT CAPITAL									
Reimbursement									
	CAPITAL GRANTS - TXDOT								
48-350-100	REIMBURSEMENT FM TX DOT								
TOTAL Reimbursement		0	0	0	0	0	0	0	0
Intergovernmental									
48-351-100	KERR COUNTY RAMP GRANT M								
48-351-101	CITY OF KVILLE RAMP GRANT								
48-351-102	KERR COUNTY PROJECT MATCH								
48-351-103	CITY OF KERRVILLE PROJECT MATCH								
TOTAL Intergovernmental		0	0	0	0	0	0	0	0
Transfers In									

(2011-57)

48-500-100	TRANSFER IN - GENERAL								
48-500-110	TRANSFER IN - AIRPORT								
48-500-405 09/28/2011 6	TRANSFER IN								
TOTAL Transfers In		0	0	0	0	0	0	0	0
TOTAL REVENUES		0	0	0	0	0	0	0	0

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

BUDGET COMPARISON

FOR 2006 - 2012

Expenses		2006 Actual	2007 Actual	2008 Actual	2009 Actual	2010 Actual	2011 Budget Approved	2011 YTD Actual Thru 5/31/11	2012 Proposed
CAPITAL OUTLAY									
800-201	LAND MAINTENANCE								
800-202	BUILDING & STRUCTURE MAINT								
800-405	OTHER CHARGES								
48-600-101	LAND								
48-600-102	BUILDINGS AND STRUCTURES								
800-507	STREET IMPROVEMENTS								
48-600-103	WATER SYSTEM IMPROVEMENTS								
800-500	CAPITAL OUTLAY								
48-600-104	GRANT MATCH								
48-600-105	DRAINAGE IMPROVEMENTS								
48-600-106	GRANT MATCH T-HANGAR 2001								
48-600-107	TXDOT REIMBURSE 2000-2001								
48-600-108	RELOCATE 12/30 PARALLEL								
48-600-109	ENGINEERING SVCS/DESIGN								
48-600-110	MASTER PLAN								
48-600-111	SURVEYING								
48-600-112	CONTRACT SERVICES								
48-600-113	INSTRUMENTS AND APPARATUS								
48-600-114	REHAB AIRPORT RUNWAY								
48-600-115	SITE PREP FUTURE HANGAR								
800-517	CITY T-HANGAR 2001								
800-518	KERR COUNTY T-HANGAR 2001								
800-519	GRANT MATCH LIGHTING IMPROVE								
800-520	TXDOT REIMBURSEMENT LIGHTING								
800-948	TRANSFER OUT								
TOTAL CAPITAL OUTLAY		0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	0	0	0
REVENUE OVER/(UNDER) EXPENDITURES		-	-	-	-	-	-	-	-

C2011-57

Agenda Item:

(Staff)

4E. Direction to staff concerning notice of application for a Certificate of Convenience and Necessity (CCN) to provide water utility service in Kerr County, Texas; specifically, Village West Water System: The proposed utility service area is located approximately three miles west of downtown Kerrville, Texas, and is generally bounded on the north by Goat Creek Parkway; on the east by Oak; on the south by Junction Highway (State Highway 27); and on the west by Cedar Mill. The total area being requested includes approximately 65 acres and 35 customers.

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

SUBJECT: Direction to staff concerning notice of application for a certificate of convenience and necessity (CCN) to provide water utility service in Kerr County, Texas; specifically, Village West Water System: The proposed utility service area is located approximately 3 miles west of downtown Kerrville, Texas, and is generally bounded on the north by Goat Creek Parkway; on the east by Oak; on the south by Junction Highway (State Highway 27); and on the west by Cedar Mill. The total area being requested includes approximately 65 acres and 35 customers.

FOR AGENDA OF: 10/11/11 **DATE SUBMITTED:** 10/7/11

SUBMITTED BY: Charlie Hastings CH
Public Works Director

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Mary Meade Water Company Notice of Application dated Sept. 20, 2011

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 proposed Mary Meade Water Company CCN area includes incorporated portions of Kerrville, specifically, the Village West Industrial Park. Half of this industrial park is located within Kerrville's city limits. From the application alone, it is unclear whether the proposed area overlaps Kerrville's water CCN application. Staff needs additional information from both the Texas Commission on Environmental Quality and the applicant to confirm the two applications do not overlap, or to resolve the overlap if it exists.

In addition, Kerrville is working to fund both water and sewer improvements to this area, which has known water pressure issues and lacks fire flow.

The deadline to intervene in the application is October 20, 2011.

RECOMMENDED ACTION

Staff recommends that Council authorize staff to intervene in this application.

Application No. 36715-C

Notice to Neighboring Systems, Landowners and Cities

NOTICE OF APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO PROVIDE WATER UTILITY SERVICE IN KERR COUNTY, TEXAS

To: City of Kerrville
800 Junction Hwy
Kerrville, TX 78028

Date Notice Mailed: September 20, 2011

William E. Vlasek dba Mary Meade Water Company has filed an application to amend CCN No. 11570 and to decertify a portion of Aqua Utilities, Inc. dba Aqua Texas, Inc. with Texas Commission on Environmental Quality to provide water utility service in Kerr County.

Mary Meade Water Service: The proposed utility service area is located approximately 6 miles west of downtown Hunt, Texas, and is generally bounded on the north by the South Fork of the Guadalupe River and State Highway 39; on the east by Moore Road and Felix Fisher Road; on the south by Yaqui Trail and the southern boundaries of lots in the Mary Meade subdivision off Circle and Keagan Drives; and on the west by the Edelstein Ranch. The total area being requested includes approximately 110 acres and 62 current customers.

Rustic Hills WSC: The proposed service area is located approximately 2 miles west of downtown Hunt, Texas, and is generally bounded on the north by FM 1340; on the east by State Highway 39; on the south by the South Fork of the Guadalupe river; on the west by property owned by the Divide Land and Cattle Co. being approximately 500 acres and 38 customers.

Village West Water System: The proposed utility service area is located approximately 3 miles west of downtown Kerrville, Texas, and is generally bounded on the north by Goat Creek Parkway; on the east by Oak; on the south by Junction Highway (State Highway 27); and on the west by Cedar Mill. The total area being requested includes approximately 65 acres and 35 customers.

The proposed amendment affects customers and /or areas located in the following zip codes: 78024, 78025 and 78028. See enclosed map of the proposed service area.

A request for a public hearing must be in writing. You must state (1) your name, mailing address, and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement, "I/we request a public hearing"; (4) a brief description of how you or the persons you represent, would be adversely affected by the granting of the application for a CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

Persons who wish to intervene or comment should write the:

Texas Commission on Environmental Quality
Water Supply Division
Utilities and Districts Section, MC-153
PO Box 13087
Austin, TX 78711-3087

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the Commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled.

If a public hearing is requested, the Executive Director will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in a state district court.

If you are a landowner with a tract of land at least 25 acres or more, that is partially or wholly located within the proposed area, you may request to be excluded from the proposed area (or "opt out") by providing written notice to the Commission within (30) days from the date that notice was provided by the applicant. All requests to opt out of the requested service area must include a scaled, general location map and a metes and bounds description of the tract of land.

Persons who meet the requirements to opt out, and wish to request this option should file the required documents with the:

Texas Commission on Environmental Quality
Water Supply Division
Utilities and Districts Section, MC-153
PO Box 13087
Austin, TX 78711-3087

A copy of the request to opt out of the proposed area must also be sent to the applicant. Staff may request additional information regarding your request.

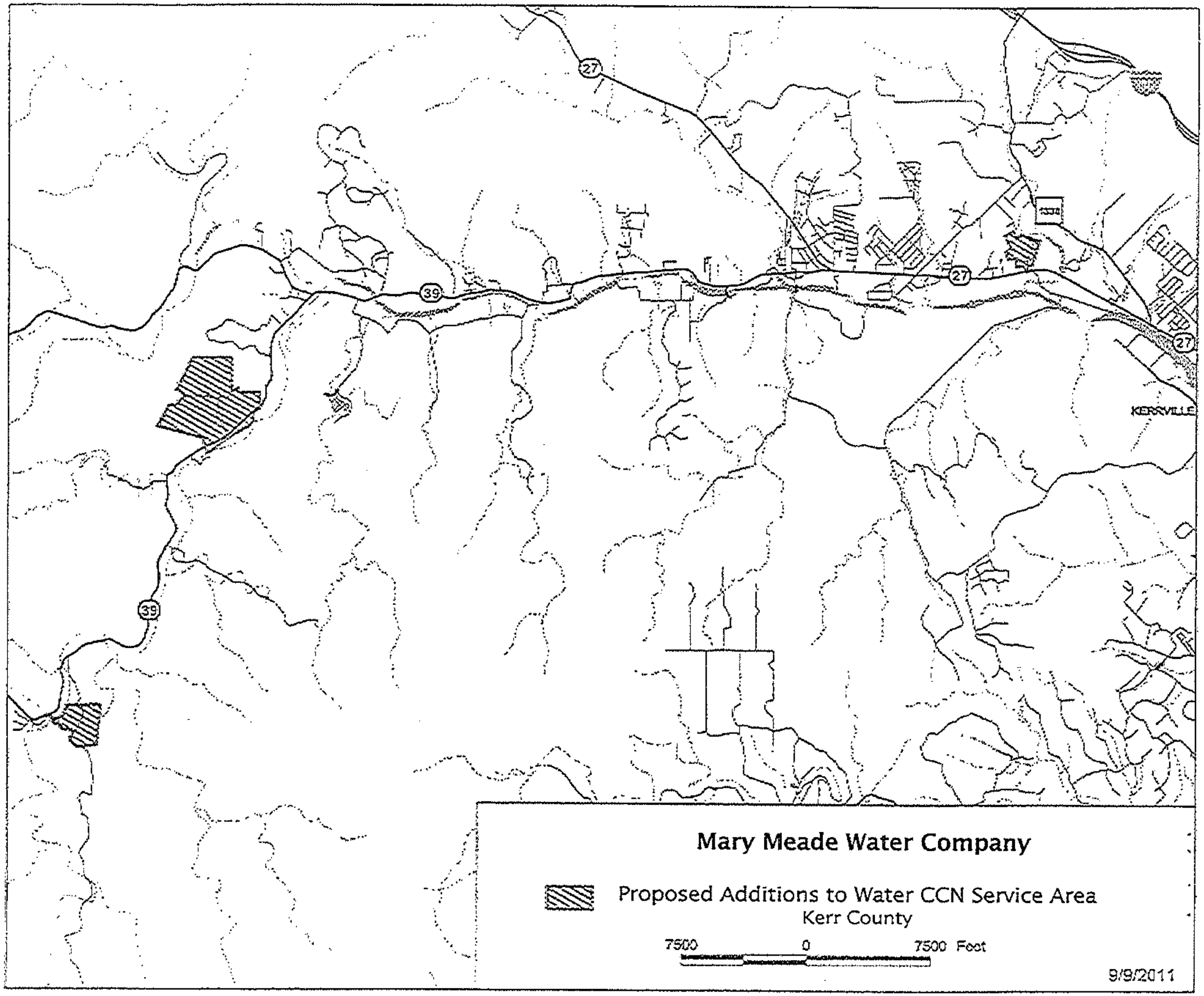
Si desea informacion en Espanol, puede llamar al 1-512-239-0200.

Mary Meade Water Company

CCN 11570
Mary Meade Water System, PWS 1330093
Rustic Hills WSC, PWS 1330086
Village West Water System, PWS 1330136
PO Box 326
Hunt, TX 78024

Dear Neighbor:

A year ago we sent you a Notice of Application for Certificate of Convenience and Necessity which amended the boundaries of the existing CCN 11570. This has been a long process and we are nearing the end. TCEQ (Texas Commission on Environmental Quality) has requested we resend this notice with a more specific map showing the areas we are planning to include in the boundaries of CCN 11570. To be very clear, we are not requesting to include areas to which we do not already provide service.



27
39
27
27
1338
KERRVILLE
39
Mary Meade Water Company
Proposed Additions to Water CCN Service Area
Kerr County
7500
0
7500 Feet
9/9/2011

Agenda Item:
(Staff)

4F. Request from Lower Colorado River Authority Transmission Services Corporation to send a representative from the City of Kerrville to landowner meeting regarding the McCamey D to Kendall to Gillespie CREZ project.

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

SUBJECT: Request from Lower Colorado River Authority Transmission Services Corporation to send a representative from the City of Kerrville to landowner meeting regarding the McCamey D to Kendall to Gillespie CREZ project.

FOR AGENDA OF: October 13, 2011 **DATE SUBMITTED**: October 7, 2011

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

The City has been invited to send a representative to the upcoming land owner meeting being held at the YO Resort on October 27, 2011 at 6:30 p.m. At this meeting, landowners affected by the transmission lines will have an opportunity to express their preference of the material and type of structure to be used, as well as spacing and height of the structures. Landowners will have the final say for preferences affecting structures on their land and where the line crosses TxDOT right of way, LCRA has expressed an interest in the City's preference.

RECOMMENDED ACTION

Discussion and possible action as may be necessary.

Agenda Item:
(Councilmember Gross)

4G. Initiation of a process to name the City of Kerrville's lake on Guadalupe Street north of the water treatment plant dam.

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

SUBJECT: Initiation of a process to name the city's lake on Guadalupe Street.

FOR AGENDA OF: Oct. 11, 2011 **DATE SUBMITTED**: Oct. 5, 2011

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

EXHIBITS: Naming Policy for City Properties and Facilities

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP AS

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

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

SUMMARY STATEMENT

City staff was directed to place an action item on the City Council agenda to initiate a process to name the city's lake on Guadalupe Street. Naming for the lake should follow Kerrville's recently adopted policy for naming of city properties and facilities.

The naming policy stipulates the following process:

1. A naming request form with an original signature must be submitted to the City Secretary, to include any information or historical data on which the name is based.
2. The naming request form is reviewed by city staff for accuracy and any concerns related with the proposed name would be submitted to the City Secretary, City Manager, and City Council.
3. Within 60 days of the date that the naming request form is received by the City Secretary, the staff review must be completed and a public meeting held to present the findings and forward a recommendation to the City Council.
4. Public hearings will require notification in the newspaper one time and not less than 1 week or more than 2 weeks from the scheduled public hearing date.
5. A sign must be posted at the lake in a conspicuous location indicating that the site is subject to a naming request and including notice of the time, date and place of the scheduled public hearing.
6. Written public comments may be submitted to the City Secretary's office until 5 p.m. of the date of the public hearing. These written comments will be

considered to be public testimony.

7. If no action is taken after 90 days from the date the naming request form is submitted then the naming proposal is considered to be denied.

The naming policy does allow the City Council to bypass the naming procedures at any time and may reject or approve the naming proposal without initiating the policy procedures and requirements.

It should also be noted that no more than one naming/renaming request shall be active citywide at any given time and no more than one request citywide will be considered during a 6-month period.

City staff anticipates that should the City Council initiate a naming process for the lake then a name will be put forward through the naming request form and the public review and comment process specified in the policy will be followed.

RECOMMENDED ACTION

City staff recommends that should the City Council desire to name the city's lake it propose a name and follow the public hearing and review process specified in the naming policy.

Naming Policy for City Properties and Facilities

City of Kerrville July 26, 2011

Purpose:
The City of Kerrville Naming Policy for City owned properties and facilities has been adopted to accomplish the following:

1. ***Establish consistency and fairness in handling naming and renaming requests***
2. ***Allow an opportunity for staff, City Council, and others to perform due diligence/research***
3. ***Minimize the emotional situation that can be created***
4. ***Allow the public an opportunity to voice an opinion***
5. ***Weigh any economic or other hardships that may result***
6. ***Consider other options***

Requirements:

- Regarding an application for naming or renaming to honor an individual(s), the person(s) must have made a significant contribution to the community or facility.
- The suggested name is appropriate for the facility.
- Any renaming request of a property or facility that has previously been named after an individual, group, or event will only be considered when the original name history has been researched and included in the report to the City Council.
- Any naming/renaming should reflect the history of the community or neighborhood in which the property exists.
- Special consideration will be given for significant donations, as determined by the City Council.
- Only real property is included in this policy.
- Applicant is responsible for any significant associated costs (public or private impacts).
- Only street renamings are to be addressed by this policy, not initial naming (initial street names are provided during the platting process, then submitted to the Kerr County 911 office to ensure there are no conflicts with any existing names.).
- A public input meeting is required.
- The City Council has final authority and may choose to bypass or amend the policy procedures, approve the request, or deny the request.

Procedures:

1. The requesting party (Applicant) shall submit, in person, the original signed ***Naming Request Form*** to the City Secretary's Office at 800 Junction Hwy. Application shall include accurate information and history regarding the request.
2. The City Secretary's Office will forward a copy of the ***Naming Request Form*** to the managing department of the property or facility associated with the naming or renaming request, the City Manager, and the City Council. City staff or the City Council members may inform the City Secretary of any concerns or questions regarding the application at this time.

3. Within 60 days of the date the ***Naming Request Form*** was received by the City Secretary's Office, the assigned staff will review the application's accuracy, conflicts, history, any naming or individual information associated with the application, hold a public meeting, and present the findings with a recommendation to the City Council.
4. The Applicant may be asked to provide additional historical/background information, with the appropriate time frame added to the review period identified in #3 above.
5. If the request involves a property or facility where a City Council appointed advisory board is involved, review and action by that board shall be included in the final staff report to the City Council, with the appropriate time frame added to the review period identified in #3 above.
6. Applicant will cover any costs associated with a renaming, to include plaques, special signage, costs to individuals/businesses to change mailing addresses, etc.
7. The general public shall be made aware of the request through the notification and holding of a public meeting scheduled within the designated time frames to complete the process and held as near the property that is being requested to be named or renamed as is practical. All meetings shall be held in appropriately sized and accessible facilities.
8. The City shall place a public meeting notification in a local newspaper one time no less than 1 week and no more than 2 weeks from the scheduled meeting. The notification shall include the purpose of the meeting, the requested name or name change, the specific property/facility being requested, and the time and place of the meeting. Any other methods deemed necessary to inform the public may be used.
9. A sign not less than 8½"x11" will be conspicuously placed by the City at the property/facility being requested for the naming or renaming and adhering to the same schedule and information requirements as listed in #8 above.
10. Written public comment may be submitted to the City Secretary's Office until 5:00 p.m. of the day that the public meeting is scheduled and will be considered public testimony regarding the naming/renaming.
11. Based upon the donation or circumstances surrounding a request, the City may amend or bypass all or portions(s) of this policy.
12. Street renaming requests will require approval by the Kerr County 911 office to ensure there are no conflicts with any existing names.
13. Site amenities, furniture, and equipment may be named or labeled and donor plaques may be installed at facilities without adhering to the procedures of this policy.
14. If, after 90 days from receipt of the application by the City, no action by the City Council has been taken on a naming or renaming request, the application is considered denied.
15. No more than one naming/renaming request citywide shall be active at any given time and no more than one request citywide will be considered during a six month period.
16. The City Council may choose to bypass these procedures at any time and may reject or approve the request without initiating these policy procedures.

City of Kerrville

Naming Request Form

Municipally Owned Properties and Facilities

1	**Existing Property/Facility Street Address:** **(Must Be Owned By The City Of Kerrville)**	______________________
2	**Existing Name of Property/Facility:** **(if known)**	______________________
3	**Proposed New Name:**	______________________
4	**Applicant Information:**	______________________ **Name** ______________________ **Address** ______________________ **Phone Number** ______________________ **Email** ______________________ **Signature**
5	**Association/Group making request:** **(if any)**	______________________ ______________________ **Address**
6	**Date Submitted in person (to City Secretary's Office):**	______________________

Agenda Item:
(Councilmember Gross)

4H. Set a time, date and place for a town hall meeting to be conducted by the Kerrville City Council.

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

SUBJECT: Set a time, date and place for a town hall meeting to be conducted by the Kerrville City Council.

FOR AGENDA OF: Oct. 11, 2011 **DATE SUBMITTED:** Oct. 5, 2011

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES: NA

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 DIRECTOR:

SUMMARY STATEMENT

During its deliberation of the FY2012 budget, the Kerrville City Council stated its desire to conduct a town hall meeting to be held shortly after the start of FY2012. City staff is finalizing plans for the meeting and is requesting that City Council confirm the arrangements.

City staff has made tentative arrangements as follows:

Time: 5:30 p.m. to 7:00 p.m.
Date: Tuesday, November 15, 2011
Place: Inn of the Hills
Southern Ballroom of the Conference Center

Staff recommends the following meeting format.

1. State of the City presentation – review of existing conditions and 5-year economic forecast,
2. Kerrville Action Plan presentation – overview of the various initiatives underway and the purposes behind them (to include economic development and job growth), and
3. Questions and answers – open session for the City Council to respond to

questions from the audience.

It is proposed that items take no more than a combined 45 minutes and that at least ½ of the event are reserved to field questions from the audience. Staff will be prepared to have question cards for the audience to fill out, which will serve as the means by which questions are presented to the City Council. This process will also allow for the City Council to address unanswered questions should time expire since written questions may be answered via e-mail, letter or phone call after the event.

Mr. Jeff Talarico has agreed to serve as the master of ceremonies. The Chamber of Commerce will also help to provide advertising for the event at their expense.

RECOMMENDED ACTION

City staff has no specific recommendations and is requesting direction from the City Council regarding the town hall meeting proposal.

Agenda Item:
(Councilmember Gross)

4I. Set a time, date, place and discussion topics for a joint meeting with the Kerrville City Council and the Kerrville Convention and Visitors Bureau (CVB) Board of Directors to discuss implementation of a proposed special events plan to be managed as a department of the CVB.

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

SUBJECT: Set a time, date and place for a joint meeting with the City Council and the Kerrville Convention and Visitors Bureau Board of Directors.

FOR AGENDA OF: Oct. 11, 2011 **DATE SUBMITTED**: Oct. 5, 2011

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES: NA

EXHIBITS: Special Events Marketing & Production Expansion Plan – CVB Draft Document
Scott Gross e-mail (September 1, 2011)

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

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

SUMMARY STATEMENT

During the budget process for FY2012, the City Council worked with the CVB to create a special events department. This department is to be managed by the CVB and is to include the hire of a qualified individual to develop and implement special events activities within the city. These events were to utilize the community's assets to increase tourism and further strengthen the existing industry.

Ms. Sudie Burditt, Executive Director of the CVD, created a plan for the special events operation. This plan was created with the concept that the short term objectives of the special events operation was to leverage existing amenities and assets for additional special events. The longer term objective of the effort would be to help expand the local tourism industry to a point where local businesses could expand and there was enough increased business activity to support new hotel developments inclusive of a conference center.

The purpose of this item is to provide feedback on the draft special events plan and the priorities, verify the duties and expectations of the proposed special events staff member and to set a time, date, place and list of topics for a joint meeting with the CVB board.

Based on prior City Council deliberations the objective of a joint meeting with the CVB would be to ensure that the efforts of both entities are aligned, to enhance routine monthly and quarterly reports, to determine what elements of the existing tourism market should be cultivated, and how the city could capitalize on emerging segments of the tourism market.

RECOMMENDED ACTION

Staff recommends that City Council do the following:

1. Consider the proposed special events marketing and production expansion plan and provide direction;
2. Establish a time, date and place for a joint meeting between the City Council and the CVB Board of Directors; and
3. Establish the discussion topics for a joint meeting between the City Council and the CVB Board of Directors.

Special Events Marketing & Production Expansion

The New Year 2012 will be the first of a major effort to expand Special Events Marketing & Production in our community. This will not be the traditional sports. Kerrville does not have the venues for these traditional sports so we will have to be creative to come up with the events we can handle. We first think of baseball and softball when we think of sports that put people in hotel rooms for multi day tournaments however, they are not the only events that we can make expand into more than one day.

Our plan includes hiring an experienced sales manager for this market segment. This person will not work on any of the existing special events. The focus of the position will be to bring new events to town to fill hotel rooms. This position will not work on events that take place Easter, Memorial Day, Independence Day or the traditional sold out convention weekends. However, 21 dates must be found to target for these new events. It will take 21 dates using 1,000 hotel nights each for this program to break even.

Identified Events that could work in Kerrville

Type of Event	Time of Year	Location
Triathlons	Need warm water	UGRA Lake, City Streets, County Roads
Bicycle Rides & Races	Spring, Summer, Fall	Across County
Runs	Year round	Across County
Motorcycle Events	Spring, Summer, Fall	Across Region
Airplane Fly-ins	Spring & Fall	Mooney side of Airport
Car Rally & Show	Spring, Summer, Fall	Downtown, across County & Region
Bulbs & Birds or Birds & Blooms	Late Winter	River Star or Riverside Nature
4 wheeling Event		
Mountain Bike		
Remote Control Boats	Late Spring, Summer	Flat Rock, UGRA Lake, Louise Hays
Remote Control Trucks	Year Round	Ag Complex
Remote Control Airplanes		Airport/Mooney
Cooking Shows		HCSSC
On the Water Boat Show		Flat Rock, UGRA Lake, Louise Hays
Skate Park Contest	Year round	Singing Winds Skate Park
Tennis Tournament	Spring, Summer	HEB Tennis Center
Soap Box Derby	End of Summer	City Streets

Return on Investment

In creating a Special Events Marketing & Production Department we must look at Return on Investment (ROI) and a means of tracking each kind of return. The following hypothesis will give us ideas of how we might want to track our ROI. In Schedule "A" we use an average spending per day per person of $109, if we had 1,150 people come to town and spend the night in a local hotel room for one or more events the Direct Impact to our economy would total more than our investment of $125,000 (see Schedule A). However, our HOT revenue would only total $6,843 and our Sales Tax revenue would only total $5,520. This is not a fair ROI for our HOT funds or our Sales tax fund. Let us look at ROI direct to HOT revenue and Sales Tax revenue.

Schedule A

Spending per person per day	$109		Hotel Room	$85		Local Sales	$24
People per day	1,150		People Per Day	1,150		People Per Day	1,150
			Hotel Revenue	$97,750		Retail Revenue	$27,600
			HOT Tax	7%		Sales Tax	2%
Direct Economic Impact	$125,350		HOT Revenue	$6,843		Local Sales Tax	$5,520

In Schedule "B" we look at how many room nights and visitors it will take to get a return on our investment in HOT funds and Sales Tax only. Our goal would be to have an annual return on our investment by year four. However, we do not have this many room nights available in spring, summer and fall on Friday and Saturday nights. In order to make this happen we are going to have to find more winter events or events that spread beyond the traditional Friday and Saturday nights. We can target youth events in the summer months and pick up a few Thursday nights or reduce the budget so that we can reduce the number of room nights needed to break even.

Schedule B

Room Nights	21,000		Room Nights	21,000
Average Room Rate	$85		People per group	3.3
Room Revenue	$1,785,000		Total Visitors	69,300
HOT Tax	7%		General Sales per person	$24
			Total Retail	$1,663,200
			Local Sales Tax	2%
HOT Revenue	$124,950		Sales Tax Revenue	$33,264

Marketing Plan

Objectives

- Increase the number of special event and sport related activities and events to the Kerrville area maximizing usage of the available facilities and hotel properties.
- Strengthen Kerrville's image as a premier destination for events, particularly within the adult market.
- Assist the local Parks and Recreation Department in their outreach and marketing to ensure that the maximum numbers of events are brought to our area.

This plan is targeted to Texas events and groups attracting all ages. The Sports Travel Market encompasses these market segments:

- High School Athletic Events
- Collegiate Athletic Events
- Junior College Athletic Events
- Youth Athletic Events
- Adult Athletic Events

The Special Events part of this expansion is mostly open events for mixed age levels.

Our location and affordable hotel rates, combined with a wide selection of events, make this market one of tremendous growth potential. We have enjoyed a number of annual events that we will continue to maintain and expand. We will work closely with state and national event rights holders to identify and acquire many more events for our area.

The Special Events Marketing Department is responsible for increasing hotel booking to the City of Kerrville. This will be accomplished by targeting market ar4eas best suited for the community and what it has to offer. In order to maintain the existing events in our community, we must also focus on servicing. We will not only service events already taking place in the community but also any new events that come to Kerrville. The level of service that we provide helps to ensure that the events will remain in Kerrville.

The first step of this marketing plan is to identify events and producers doing events that could work in Kerrville. The second step is to identify events that have associations and participants but may not have a producer. These events may be something that we can invite and sponsor and produce with our own people.

Step three will be to ascertain when the first available open date appears in each group's schedule.

Some of this research can be done from the office but much of it may have to be done by building relationships in person. We must gain a presence within the Amateur Athletic Union (AAU), the Texas Amateur Athletic Federation (TAAF), Travel, Event and Management in Sports (TEAMS) and the United States Specialty Sports Association (USSSA) and other athletic sanctioning bodies in order to entice new adult events.

Marketing Schedule

Date	Event	City	Segment
January 2012	Learn the Product	Kerrville	All
January 16-19,2012	TEAM Texas Sports Marketing	Laredo	All
February 2012	Sales Calls	Austin	All
March 2012	Sales Calls	Houston	All
April 17-19, 2012	NASC Sports Event Symposium	Hartford, CT	All
May	Sales Calls	DFW	All
June	NASC Regional Workshops		All
July	Sales Calls	Austin	All
August 13-17	TEAM Texas Sports Marketing	Killeen	All
September	Mid-Market Sports Commissions		All
October	TEAMS Conference & Expo		All

Goals

Year	2012	2013	2014	2015	2016
Leads	24	30	36	42	48
Room Nights	1,500	3,000	10,000	21,000	22,000

Special Events Marketing & Production Expansion

January – September 2012 Budget

Item	Annual		9 mos.
Income			
City of Kerrville HOT Fund	$125,000		$105,000
Expenses			
Payroll	55,000		41,249
Health Insurance	5,200		3,900
457K Retirement Plan	0		0
Workers Comp Insurance	170		170
Workforce Commission	170		170
Sub-Total	60,520		45,469
TSAE Membership			425
TACVB Membership			175
Team Texas Sports Marketing			2,750
National Assoc. of Sports Commissioners			3,300
TEAMS			3,000
Travel Show Display Flags			1,500
Incentive Package for Sponsorships			20,000
Travel & Mileage to events across Texas			12,000
Marketing Materials			8,000
Marketing Tools, camera, phone, lap top			4,500
Contingency			3,881
Total			$105,000

Todd Parton

From: T. Scott Gross <tscott@bizstx.rr.com>
Sent: Thursday, September 01, 2011 2:50 PM
To: Todd Parton
Subject: marketing plan

sorry... started working on this last week and got distracted... please forward with the other responses if they haven't gone already...

Re: marketing plan CVB
Here are a few of my thoughts. I am not speaking for the council.
First and foremost I think we ought to be known for one, unique something rather than a lot of little but not-so-special somethings.
I think our something is "music on the river." That positioning would be specific to the activity but not the content which would give us a broad base for potential brand equity. For example Country Music on the River, Rock on the River, Classics on the River. The music on the river theme has enough flexibility to work with festivals, competitions, just use your imagination the possibilities are endless.
If music feels too restrictive plain "on the river" might work but it doesn't have quite as much focus. The theme is strong enough to tolerate some variation. Think: on the river, along the river, by the river, down the river. You get the picture.
That's where I would start. I wouldn't work too hard to bring non-theme related events to town but of course I wouldn't say no to much. Non-music events could be enticed to adopt the on, along, down, or by the river theme: Run on the River, Chili by the river...
all of the above will be nicely supported by the pavilion, the amphitheater, the Arcadia, and more.

-*-
T. Scott Gross

www.tscottgross.com

office: 830.792.5555
pants: 210.363.1144

author: Positively Outrageous Service
The Service Prescription
MicroBranding
Borrowed Dreams

Agenda Item:
(Staff)

5A. Water resources report.

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

SUBJECT: Water Resources Report

FOR AGENDA OF: 10/11/11 **DATE SUBMITTED**: 10/3/11

SUBMITTED BY: Charlie Hastings CH **CLEARANCES:** Todd Parton
Public Works Director City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Staff will present an update on the water supply and availability as it relates to the drought.

RECOMMENDED ACTION

Information and discussion.

Agenda Item:
(Staff)

5B. Budget and economic update.

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: October 11, 2011 **DATE SUBMITTED**: September 28, 2011

SUBMITTED BY: Mike Erwin
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Economic Update
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

The City of Kerrville staff will present and update Council on a 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 SEPTEMBER 30, 2011

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	9.10%	9.30%	9.50%	↓	August
Consumer Confidence	45.4	44.5	48.6	↑	September
1 year T-Bills	0.13%	0.09%	0.25%	↑	9/30/11
State					
Monthly Unemployment	8.50%	8.70%	8.30%	↓	August
Monthly Sales Tax	$1,976.8m	$1,859.8m	$1,766.7m	↑	August
Local					
Monthly Unemployment (Kerr Co.)	6.70%	7.00%	6.30%	↓	August
Median Listing Price	$220,000	$220,000	$219,000	↔	8/1/11
Monthly Sales Tax	$358,320	$477,039	$371,074	↓	September
Monthly EIC Tax	$179,133	$238,491	$185,537	↓	September
Monthly HOT	$61,806	$94,652	$69,839	↓	September

	FY11 Budget	FY11 as of 09/30/2011	FY11 % Received	FY10 as of 09/30/2010	FY10 % Received
General Fund					
Tax Revenue	$14,647,100	$14,665,378	100.12%	$14,531,563	96.52%
Property Tax	$8,240,000	$8,248,019	100.10%	$8,189,430	96.70%
Sales Tax	$4,500,000	$4,709,471	104.65%	$4,522,682	97.81%
Permits & Fees	$402,450	$354,017	87.97%	$324,835	87.62%
Intergovernmental	$707,013	$743,895	105.22%	$712,654	102.52%
Service Revenues	$2,578,260	$2,442,702	94.74%	$2,012,756	60.79%
Grant Revenue	$22,571	$27,515	121.90%	$10,525	105.25%
Fines & Forfeitures	$477,710	$582,420	121.92%	$506,603	100.41%
Interest & Misc.	$235,372	$320,264	136.07%	$544,685	118.36%
Transfers In	$1,000,000	$1,066,408	106.64%	$1,168,902	92.71%
Total General Fund	$20,070,476	$20,202,600	100.66%	$19,812,523	91.44%
Total General Fund Expenditures	$20,070,476	$19,449,402	96.91%	$20,199,881	89.97%
Water/Sewer Fund					
Water Sales	$4,400,000	$5,245,962	119.23%	$4,579,610	90.51%
Sewer Sales	$3,760,000	$3,669,951	97.61%	$3,732,431	95.70%
Other Revenue	$782,124	$966,686	123.60%	$882,378	131.80%
Total Water & Sewer Fund	$8,942,124	$9,882,600	110.52%	$9,194,419	95.48%
Total W&S Fund Expenditures	$9,242,124	$8,513,750	92.12%	$8,347,795	88.10%

Agenda Item:
(Staff)

6A. Zoning board of adjustment.

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Appointments to the Zoning Board of Adjustment

FOR AGENDA OF: October 11, 2011 **DATE SUBMITTED**: October 4, 2011

SUBMITTED BY: Brenda G. Craig BC
City Secretary

CLEARANCES:

EXHIBITS: ZBA Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

SUMMARY STATEMENT

Consider appointments to the following board:

Zoning Board of Adjustment: Three regular terms expired on September 30, 2011; Dan Germany, Carolyn Lipscomb, and Glenn Andrew; and one alternate term expired on September 30, 2011; Parker Harrison.

RECOMMENDED ACTION

Consider appointment of three regular members and one alternate member with terms to expire September 30, 2013. Alternates Parker Harrison and Joe Rogers are eligible for appointment as regular members.

ZONING BOARD OF ADJUSTMENT

	Telephone	Orig. Appt.	Re-Appt. Date	Exp. Date
GERMANY, DAN 613 Guadalupe Street Chair	896-1939 (H)	08-08-06**	11-24-09	9-30-11
LIPSCOMB, CAROLYN 909 Lake Street Vice-Chair	895-4232 (H)	12-12-06**	11-24-09	9-30-11
ANDREW, GLENN CLARK 3553 La Cumbre Dr.	895-0676 (H)	10-09-07* 10-28-08**	11-24-09	9-30-11
IRVIN, ROBERT 2128 Bluff Ridge	896-0586 (H) 895-7771 (O)	11-24-09		9-30-12
MORGAN, WILLIAM 1744 Glen Road	257-6263 (H) 739-9655 (C)	06-28-05**	10-28-08	9-30-12
ALTERNATES:				
JOE M. ROGERS 1015 Jackson Rd.	792-5114	06-22-10		9-30-12
HARRISON, PARKER 640 East Lane	895-3289 (H) 370-1045 (O)	10-12-10		9-30-11
CITY STAFF: Gordon Browning Senior Planner	258-1184 (O)			

Qualifications: The board shall be composed of five members all of whom shall be residents and qualified voters of the city of Kerrville.

Alternate Members: Two alternate members will be appointed who shall be qualified voters of the city to serve concurrent terms as the regular members. The alternate members will serve on the board in place of an absent member when requested to do so by the chairperson of the board so that all cases to be heard by the board shall always be heard by a minimum of four members.

Powers and Duties:

1. The board shall hear and decide an appeal that alleges an error in any order, decision, or determination made by an administrative official of the city in the interpretation or enforcement of Chapter 211 of the Texas Local Government Code, as amended, or the zoning code.
2. The board shall grant, upon written request, variances from the height, yard, area, coverage, floor-to-area, and buffering regulations and required number of parking and loading spaces prescribed by the zoning code, which variances are not contrary to the public interest, and which, because of special conditions, a literal enforcement of the ordinance would result in unnecessary hardship.

Term of Office: Two years. The members shall be appointed by a majority vote of the members of the city council. No member or alternate member shall serve more than two consecutive full terms on the board without having at least one full year off of the board between terms.

Quorum:	Four members
Number of Members:	Five with two alternates
Meeting Time & Place:	At the call of the chairperson and at such other times as the members of the board shall determine.
Absences:	Cause for removal of a member of the board by the city council shall be deemed to exist if during any period of twelve consecutive months for any reason other than a medical reason which prevents the member's attendance, the member is absent from the greater of three called meetings of the board or 25 percent of the called meetings of the board.
Established by:	Ordinance No. 1997-07
Revised:	May 19, 2011

* Appointed as alternate

** Appointed as full member