AGENDA FOR SPECIAL MEETING

KERRVILLE CITY COUNCIL

TUESDAY, MAY 8, 2012, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, MAY 8, 2012, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Tom Murray, Associate Rector of St. Peter's Episcopal Church.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Keith Ellis 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. **PRESENTATION**:
2A. Proclamation designating the week of May 7-11, 2012, as Nurses Week. (Mayor Wampler)

2B. Proclamation for Hunt, Texas 100 Year Birthday. (Mayor Wampler)

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 take all actions necessary for each approval:

3A. Minutes of the regular city council meetings held March 27, April 10, April 24, and April 30, 2012. (staff)

3B. A Resolution waiving park fees for Juneteenth Celebration within Louis Hays Park scheduled for June 15 – 17, 2012. (staff)

3C. Contract with Vulcan Materials, L.P. for TxDOT Item 340, Type D Hot Mix Asphalt Concrete Material, $65.00/ton delivered. (staff)

3D. Agreement with Schreiner University for use of hotel occupancy tax funds for the restoration and preservation project at the Schreiner Mansion. (staff)

3E. Reject all submitted bids for the Birkdale lift station, force main and emergency flow diversion structure project. (staff)

3F. Reject all submitted bids for the Wastewater Treatment Plant Service Facility Break Room Addition project. (staff)

END OF CONSENT AGENDA

4. ORDINANCE SECOND READING

4A. An ordinance amending City of Kerrville, Texas, Ordinance No. 2012-01 by extending the moratorium on the acceptance of specified applications and the issuance of permits for the installation of electronic and traveling lighted message signs, through June 30, 2012, or until the adoption of an ordinance amending the city's Sign Code, Chapter 6, Article II of the city's Code of Ordinances, whichever event occurs first. (staff)

5. ORDINANCE FIRST READING

5A. An ordinance amending the budget for fiscal year 2012 to account for changes in the status of various capital improvement projects; and to amend other city funds to account for balances for approved purposes. (staff)

6. CONSIDERATION AND POSSIBLE ACTION:

6A. License agreement with Kerrville's Fourth on the River for June 30, 2012 event. (staff)

6B. A resolution granting a petition requesting the annexation of an approximately 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and consisting of the property addressed as 5263 Highway 27; and ordering the preparation of an annexation ordinance. (staff)

6C. Joint meeting with the City of Kerrville, Texas Economic Improvement Corporation, set date and topics of discussion. (staff)

7. INFORMATION AND DISCUSSION:

7A. Report from TxDOT on future road work on State Highway 173. (TxDOT)

7B. Water resources report. (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 830-258-1117 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: May 4, 2012 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Deputy City Secretary, City of Kerrville, Texas

7C. Second quarter performance report. (staff)

7D. Budget and economic update. (staff)

8. **BOARD APPOINTMENTS**:

8A. Appointment to the main street advisory board. (staff)

9. **ITEMS FOR FUTURE AGENDAS**

10. **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.

11. **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.

12. **ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION.**

13. **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 830-258-1117 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: May 4, 2012 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

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Deputy City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Proclamation designating the week of May 7-11, 2012, as Nurses Week. (Mayor Wampler)

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

PROCLAMATION

Whereas, The nearly 3.1 million registered nurses in the United States comprise our nation's largest health care profession, and

Whereas, The depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings, and

Whereas, The American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care, and

Whereas, A renewed emphasis on primary and preventive health care will require the better utilization of all of our nation's registered nursing resources, and

Whereas, Professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized patients, and

Whereas, The demand for registered nursing services will be greater than ever because of the aging of the American population, the continuing expansion of life-sustaining technology, and the explosive growth of home health care services, and

Whereas, That more qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community, and

Whereas, The cost-effective, safe and quality health care services provided by registered nurses will be an ever more important component of the U.S. health care delivery system in the future, and

Whereas, Along with the American Nurses Association, the Texas Nurses Association has declared the week of May 7-11 2012, as

NATIONAL NURSES WEEK

Nurses: Advocating, Leading, Caring

NOW, THEREFORE, I David Wampler, Mayor of the City of Kerrville, Texas urge all residents of this community to join me in honoring the registered nurses who care for all of us, and that the residents of Kerrville, Texas celebrate registered nursing's accomplishments and efforts to improve our health care system and show our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year.

IN WITNESS WHEREOF,
I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto,
The ___ day of May, 2012

David Wampler, Mayor

<u>Agenda Item:</u>

2B. Proclamation for Hunt, Texas 100 Year Birthday. (Mayor Wampler)

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

PROCLAMATION

WHEREAS, In 1912 Alva and Lizzie Joy bought land at the confluence of the forks of the Guadalupe River from Robert Hunt; and

WHEREAS, In 1913 Alva Joy established a store and post office thereby creating the Hunt community; and

WHEREAS, Through the establishment of the store and post office the community of Hunt became an important commercial and cultural center for area farmers and ranchers; and

WHEREAS, Hunt has continued to grow and evolve as a vital part of the Texas Hill Country and is a renowned destination for summer camps, exotic game ranches and religious and corporate retreat facilities, and

WHEREAS With its rich heritage and unspoiled beauty still retains its identity as a small rural community; and

WHEREAS, On May 19, 2012 Hunt, Texas is celebrating its 100th year birthday;

NOW, THEREFORE, I, David Wampler, Mayor of the City of Kerrville, Texas, do hereby extend congratulations to the community in honor of

"Hunt, Texas 100 Year Birthday"
Where Preserving the Past Assures the Future

and urge all citizens to join with me and wish the community of Hunt, Texas a Happy Birthday.

IN WITNESS WHEREOF,
I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the ___ day of ___________, 2012.

____
David Wampler, Mayor

Agenda Item:

3A. Minutes of the regular city council meetings held March 27, April 10, April 24, and April 30, 2012. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
MARCH 27, 2012

On March 27, 2012, 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 Beck Marlar, Area Director, Young Life, followed by the Pledge of Allegiance led by Cadet Second Lieutenant Margaret Sklar, of the Junior Reserve Officer Training Corps of Tivy High School.

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
Charlie Hastings	Director of Public Works
Mindy Wendele	Director of Business Programs
Robert Ojeda	Fire Chief
Kim Meismer	Director of General Operations

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

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

2. **PRESENTATION**:

2A. Parks and Recreation Department Aquatics staff as recipient of the 2011 Gold International Aquatic Safety Award.

3. **CONSENT AGENDA**:

Mr. Allen moved for approval of item 3A-3F; Mr. Conklin seconded the motion and it passed 5-0:

3A. Minutes of the regular city council meeting held January 24, 2012, and the special meeting held at 8:30 a.m. on January 31, 2012, and the special meeting held at 10:00 a.m. on January 31, 2012.

3B. Lease agreement between the City of Kerrville and the Friends of the Library for use of the basement in the Butt-Holdsworth Memorial Library AT 505 Water Street beginning April 1, 2012.
3C. Resolution No. 07-2012 authorizing the submission of a grant application to the Office of the Governor, Criminal Justice Division, by the Kerrville Police Department, for an automatic license plate reader, accessories, and maintenance costs.
3D. Grant contract with the Cailloux Foundation in the amount of $163,000, and the purchase, when combined with $20,000 in street division funds, of a double drum Cat CB-434D asphalt roller in the amount of $99,452 and a Volvo SD70F soil compactor in the amount of $83,546.
3E. Electronic Devices Policy for the Butt-Holdsworth Memorial Library concerning patrons' use of such devices.
3F. Resolution No. 08-2012 amending the City of Kerrville fee schedule by revising fees charged for various services and uses provided or offered by the city's Butt-Holdsworth Memorial Library.

4. <u>CONSIDERATION AND POSSIBLE ACTION</u>:

4A. <u>Request by Schreiner University via Leadership Kerr County (LKC) to use up to $20,000 of hotel occupancy tax funds for improvements to the Schreiner Mansion Museum at 226 Earl Garrett Street</u>.
Mr. Parton noted that LKC requested the city provide funding for improvements to the Schreiner Mansion Museum, 226 Earl Garrett Street, owned by Schreiner University. If approved, he proposed the $20,000 funding come from the hotel occupancy tax reserve fund.

Ray Watson, Kerrville Economic Development Corporation, encouraged support of the request noting the project would enhance the overall downtown area as well as the museum. SU acquired the property a few years ago and planned to use it as a lecture room and public meeting space, as well as a museum. LKC members would contribute volunteer hours and raise funds for the renovation project, with expected investment of $90,000 in the next 90 days. He provided a few details, i.e. the back entrance of the museum would enter onto the new Peterson Plaza; anticipated creating a friends group to assist the museum; planned to keep the museum open five days a week and have self-guided tours; a tentative grand reopening was planned for May 18.

Mr. Allen moved for approval of the request; Mr. Conklin seconded the motion and it passed 5-0.

4B. <u>Request for proposals (RFP) process and timeline for the sale of the Kerrville City Hall located at 800 Junction Highway, Kerrville, Texas</u>.
Mr. Parton noted with the completion of the new city hall in September, the 800 Junction Highway property would be vacant. He reviewed the timeline and details for a RFP process with proposals due about October 31, and anticipated property closing in December 2012.

Mr. Conklin moved to proceed with the RFP process and timeline as presented; Ms. Keeble seconded the motion and it passed 5-0.

4C. Request by T. Scott Gross to abandon an existing drainage easement or other relief to allow the continued existence of a wooden deck at 709 Riverhill Boulevard.
Councilmember Gross stated he had filed a conflict of interest affidavit and would not be voting on the matter.

Mr. Gross stated he had recently constructed a platform, not a deck, at his home at 709 Riverhill Boulevard. He was informed by a city inspector that he had built in a drainage easement and was given two weeks to remove the structure. He was cited by the inspector for building in a drainage easement without a permit from the city; however, he was not required to have a building permit because it was below the 120 sq. ft. requirement (64 sq. ft.). He opined that the drainage easement was not needed as there were four culverts at the end and a large drain. An easement was not ownership, and should not preclude an owner from being able to do certain things on their property. He acknowledged that he could not block a neighbor's ability to access his property; however, the platform did not have posts or concrete connected to the land, the platform sat on the property by means of four bolts connecting the platform to the home. He felt that everything working well, the easement was not necessary, and questioned why the city issued him a citation. He noted the city did not own the easement and questioned the city's necessity to enforce it; this situation was an agreement between two private property owners. He noted his neighbor had also built a deck, and most owners in that area were in violation of the five foot easement.

Council also discussed the following:

- Easement enforcement was handled through the subdivision platting process at the time homes were built, and easements had been granted to all lots along that street; therefore, waiver of any easement would have to be waived by all neighbors in that subdivision.
- Concern for starting precedence by not enforcing easements; the city should be consistent in acknowledging and enforcing rules set in place during the platting process.
- The council cannot waive the easement or provide relief because the city is not a party to the plat or the easement.
- The neighbor who had built a deck was issued a letter by the city inspector and complied within two weeks.

Mr. Hayes noted this was a private drainage easement platted during the subdivision process; the city had platting authority and enforcement authority. The purpose of the easement was for conveyance of water off adjacent property, and to allow the neighbor access for maintenance purposes. Mr. Gross' request would require an amendment to the plat that removed the drainage easements.

This would also require a drainage analysis from an engineer documenting that the easement was not needed, and agreements from all owners in that platted subdivision. These requirements are part of state law. This was a private issue, as it involved a private easement, but because those private easements were approved by a plat, the city had enforcement authority under its subdivision ordinance.

Mr. Gross requested the city allow him time to talk to his neighbors, and he would take out the platform and fill the area with gravel.

The following person spoke:

- Carolyn Lipscomb noted that when she lived in another community she constructed a greenhouse where she should not have, and had to take it down. The greenhouse was less than 100 sq. ft. and did not require a building permit. She suggested making the public aware of what the rules were; if people were required to get a permit, it would be reviewed by staff and they would have good information before something was built.

No action was taken by the council.

5. INFORMATION AND DISCUSSION:

5A. Update on wayfinding signage.

Mr. Parton noted staff had been asked to develop a plan to place wayfinding signs along major corridors. He noted that TxDOT would not require the city to sign an updated maintenance agreement to place signs in state right of ways, but did recommend the city adopt a sign plan and address long term sign maintenance issues. Staff had preliminary discussions with National Sign Planners (NSP) regarding creating a sign master plan. Staff proposed three phases of implementation: Phase I, sign locations; Phase 2, kiosk signage; Phase 3, signage at Peterson Plaza. Staff would prepare a budget impact.

5B. Report on Kerrville Economic Development Corporation activities.

Mayor Wampler reported that Ray Watson had resigned and KEDC was in the process of interviewing applicants for that position. He acknowledged Mr. Watson for putting together a great economic development program, citing Fox Tank as a successful economic development project.

5C. Budget and economic update.

Mr. Erwin reported sales tax up almost 10% over 2011; and revenue exceeded expenditures in the general fund and the water/sewer fund. The reserve fund balance in the general fund was currently at $3.4 million, or 17-19%; the city policy called for 15-25%; he anticipated the general fund balance would be $4 million by FY12 year end. Bond rating agencies often consider reserve fund balances as part of their criteria for bond rating.

6. BOARD APPOINTMENTS:

6A. Appointments to the parks and recreation advisory board.
Ms. Keeble moved to appoint Lisa Ney-Salladin, Susan Sander, and Marguerite Scott-Johnson with terms to expire March 31, 2014; and to appoint Nancy Alford with term to expire March 31, 2013. Mr. Gross seconded the motion and it passed 5-0.

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

8. **ANNOUNCEMENTS OF COMMUNITY INTEREST**:

- Recent rains allowed the city to move to Stage 2, and considering Stage 1 in about one week.
- Library grand reopening would be held Saturday, March 31. Proceeds from the Charity Ball provided funding for the children's Playscape area of the library.
- The bid for the placement of the public art piece had been awarded to J. M. Lowe Company; the dedication was scheduled for May 11, 2012, 10 a.m.
- The downtown underground utility project on the east side of Water and Sidney Baker was nearing completion and was under budget; construction would proceed to the west side.

9. **EXECUTIVE SESSION**: None.

10. **ADJOURNMENT**. The meeting adjourned at 7:31 p.m.

APPROVED: ____________

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
APRIL 10, 2012

On April 10, 2012, 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 Stockton Williams, Rector of St. Peter's Episcopal Church, followed by the Pledge of Allegiance led by the Boy Scouts of America.

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
Charlie Hastings	Director of Public Works
Robert Ojeda	Fire Chief
Kim Meismer	Director of General Operations
Daniel Schwartz	Library Director

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

1. **VISITORS/CITIZENS FORUM**:

1. Ann Marshall stated she was a regular user of the library and it distressed her that the books stored in the basement would not be available to check out.

Mr. Parton noted if a patron requested a book that was in the basement, staff would locate the book and hold it for them.

2. Ann Morris Cockrell stated she was a former school teacher and a volunteer for the adult family literacy program in Ingram; she asked that the city reconsider shelving the books that were in the basement. She asked if the city was going to remove the Bible because it was an old book. It was not possible to preview E-books to determine if you wanted to read a book.

3. Ben Doerries attended the library grand reopening; the library was beautiful, but there were no books. He received conflicting information about the fate of the books in the library. The city's fact sheet provided different information than what he had heard. If the problem with shelving books was lack of manpower, he had organized a group of volunteers to help get the books out of the basement and upstairs on to shelves; he invited others to meet Thursday at the library to work. He heard that one criteria for removing books was if it had not been checked out in five years; he agreed for fiction books, but reference books should remain for research; the internet was reliable and popular, but could not replace older books with wisdom.

4. Karen West noted that the main level was mainly computers, and the books, particularly the large print books, were on the second level; the stairs were undoable and the elevator was very slow, so the books that were there were inaccessible.

Mayor Wampler stated that staff would assist all customers to get the books they desired, and look into the concerns raised and attempt to resolve all issues.

5. Alice Brook stated that volunteers should not have to put books on the shelves; she asked who made the decision not to have books available.

6. Kaye Lenox stated that she represented the major donor during the library renovation process and she appreciated city staff's attitude and all departments working together throughout the project. Architect Peter Lewis and city staff took a vision and created a wonderful library facility, and made it affordable to build. She thanked all of those who donated to the project, and noted the Friends of the Library contributed time, effort, and money. Ms. Lenox noted the criteria being used of five years was extremely conservative; the San Antonio Library used three years to weed out unused books. Books that had not been checked out in five years took up space that would be needed for the new books the city had ordered. Regarding the reference collection, of all books, those were the least useable because it was easier to find current, accurate information on the internet. Also, if a book or material was not available at the library, staff could assist patrons in accessing it through the InterLibrary Loan system, and have it available within a few days. Ms. Lenox noted that digital libraries were increasing; the San Antonio Library was 65% books and 35% digital. She noted 500 new library cardholders on opening day and the door count had doubled in one week, and the city's technical check out program was beyond best practices.

7. Ron Holten stated he moved to Kerrville three years ago and one main reason was the library; there was a lot of unused space and he wanted the books back.

8. Brice (?) suggested that the city donate discarded books to the schools.

9. Traci Carlson stated she enjoyed the event. She noted all the things that kids

and families could do together and everyone who attended had great day. She was an avid reader and loved e-books. She commended staff and council for considering all ages and how to serve all people.

Mayor Wampler noted the books were donated to the Friends of the Library and sold to the public; funds were then given by the Friends to support the library.

Council also discussed the following:

- Thanked Charles Butt and Kaye Lenox for making the library renovation possible.
- The grand reopening was a fantastic event that was well attended by families, young people, and adults.
- The city planned a new library not a rebuild of an old library; the city created the library of the future.
- Books that were being culled were damaged; some titles would be reordered and some would be replaced with new titles.
- More than half of the books sold today are electronic books.
- Six years ago the library budget was $1 million; today the budget was under $700,000, which included $500,000 from city taxpayers, and $200,000 from a grant given to the county for the library. The county commissioners informed the city that the library was irrelevant and county residents did not want to use or pay for library services. All citizens of the county deserved a good library, and if the county contributed toward the library, more books could be purchased and services offered.
- City staff had been verbally abused by some people; that was unacceptable.
- The library had to accommodate a large range of people and ages, as well as technology changes.
- The library staff did a phenomenal job of accommodating the public in a smaller facility for almost half a year, and worked diligently carrying boxes of books back and forth from the history center to the library and from the basement to the first and second level of the library.

Mr. Parton noted the library was originally constructed in 1967. The renovation project resulted in a 15% increase in interior floor space, and expanded the area for youth and technology services; provided wireless access throughout the campus, inside and outside; included upgraded parking and playground areas; and provided more administrative area for operations, reading spaces, and community rooms. He noted 29,000 materials were currently shelved and staff continued to restock books from the basement as quickly as possible (would total 35,000-40,000 when completed), books were being returned from patrons through the Basket of Books promotion, and the collection was expanding with new books arriving and being catalogued daily. Staff had been shelving books for several days since the reopening, and the shelves were pretty full. When completed, he estimated the library would have 50,000 printed books in addition to the electronic books. Also, if a customer wanted a book that was not available, staff would locate it through the InterLibrary Loan program within two days. The city received grants to purchase iPads, Kindles, and electronic readers, and these were available for customers to checkout.

Mr. Parton noted the city would continue the annual review process for removing books based on professional library science guidelines, i.e. books that were damaged or outdated, or had not been in circulation for five years and those books would be given to the Friends for their book sale. The city's objective was to create a library that was relevant and met the needs of the community; 20% of reading by Americans was through digital formats, and the city would support and expand these library services. He estimated when the project was completed, customers would have access to 70,000-75,000 books.

Mayor Wampler noted the library was in transition and was not 100% complete. He welcomed the public's comments and passion for the library, and volunteer assistance was appreciated. The library was a fundamental service of the city and the city wanted to make it the best library it could be.

10. David Robertson requested the city improve visibility of street markings, particularly arrows in parking lots, traffic lanes, turning lanes, and white stripes.

2. PRESENTATION:

2A. Proclamation for Alamo Area Council Boy Scouts of America 100 Year Centennial Celebration.
2B. Proclamation proclaiming April 29, 2012 as "Ray Price Day".
2C. Proclamation recognizing "Foursquare Day 2012".
2D. Resolution of Commendation to Brett McDowell for service on the Main Street Advisory Board.
2E. Resolution of Commendation to Dana Cardwell for service on the Parks and Recreation Advisory Board.
2F. Recognition and appreciation of the Butt-Holdsworth Memorial Library staff for their professionalism and invaluable service to the community especially in their efforts in completing the major library renovations.

Mr. Parton noted the library staff had moved the entire library collection three times. The Basket of Books program resulted in 25% of the collection being loaned out to customers. Staff completed the opening of the new facility in conjunction with two events. 3,200 people went through the library on opening day, and there was a 10% increase in the number of library cards issued. During the remodeling process, the level of customer service never declined even though library employees were assigned to other positions throughout the city. Staff maintained a positive attitude and sustained commitment toward their job and the library.

3. CONSENT AGENDA:

Ms. Keeble requested items 3E and 3F be removed from the consent agenda. Mr. Conklin moved for approval of item 3A – 3D; Ms. Keeble seconded the motion and it passed 5-0:

3A. Minutes of the regular city council meeting held February 14, 2012, and the informal social meeting held February 23, 2012.
3B. Radio communications memorandum of understanding with Texas Alcohol and Beverage Commission and the Kerrville Police Department.
3C. Resolution No. 09-2012 ratifying the appointment of an election judge for the municipal general election to be held May 12, 2012.
3D. Resolution No. 10-2012 authorizing participation in TexasTERM, local government investment pool and designating authorized representatives.
END OF CONSENT AGENDA

3E. Execute a professional services agreement with LNV, Inc. to provide design and construction administration services for the G Street wastewater interceptor in an amount not to exceed $209,500.00.
Ms. Ondrias noted projects 3E and 3F were in the water and wastewater master plan. This project would allow the line to gravity flow wastewater to the proposed Birkdale lift station.

3F. Execute a professional services agreement with Pape-Dawson Engineers, Inc. to provide design services for the Riverhill/Ridgewood storage tank transmission line in an amount not to exceed $129,450.00.
Ms. Ondrias noted this project would construct a 16" transmission line and expand water service to the Highway 173 area allowing for additional economic development and increased fire flow.

Mr. Conklin moved for approval of 3E and 3F; Ms. Keeble seconded the motion and it passed 5-0.

4. CONSIDERATION AND POSSIBLE ACTION:
4A. Interlocal service agreement between Kerr Emergency 9-1-1 Network and the City of Kerrville regarding addressing property within the city.
Mr. Parton noted the network notified the city that they were terminating the existing interlocal agreement due to concerns about the process for assigning and changing addresses in the city. Staff from both entities met and drafted a new interlocal agreement that addressed these concerns. The new agreement designated the responsibility for establishing and changing addresses to 9-1-1, and the city had responsibility for enforcement to ensure that official addresses were implemented. The city would enforce addressing through the platting process and city code would require owners to post their address. The agreement would: provide for a public hearing and petition process for large properties; invite the development review committee to participate in the addressing plan; and provide copies of all plats to 9-1-1 for evaluation. He noted that assigning, implementing, and enforcing official addresses was a public safety issue. He requested direction from council to finalize the draft agreement and present it to both entities for consideration; final adoption by the city council would be scheduled for April 24.

Bill Amerine, Kerr Emergency 9-1-1 director, agreed with Mr. Parton's statements and stated he would present the draft agreement to the board for consideration. Although the current agreement was cancelled, 9-1-1 would continue to do addressing in coordination with the city until a new agreement was in place.

The consensus of the council was to proceed as requested by Mr. Parton.

4B. Proposal by Playhouse 2000 to conduct a free production of Shakespeare in the Park, tentatively scheduled for June 1-3, 2012, at Louise Hays Park.
Mr. Parton noted that Playhouse 2000 proposed to hold a free Shakespeare in the Park community production in Louise Hays Park and requested the city provide financial contribution, not to exceed $5,500; in kind services, estimated at $2,500; and the use of Louise Hays Park without charge.

The consensus of council was to approve the request as presented and instruct staff to draft an agreement stating the responsibilities of both parties, including a marketing plan.

4C. Establishing a road hump program and adopting a road hump policy on city residential streets.
Ms. Keeble stated that city residents, particularly along Riverhill Boulevard, advised of vehicles speeding and running stop signs and requested installation of road humps. She presented a road hump policy for residential streets as drafted by city staff. She noted that under the policy, a large number of impacted property owners could petition the city to request road humps in their area, and pay the cost of installation. The policy provided for an annual review and city financial participation based on public safety factors. She proposed Riverhill Boulevard as a pilot location.

Chief Ojeda noted that fire/EMS vehicles only used Riverhill Boulevard if they had an emergency in that subdivision or a call south of Camp Meeting Creek; otherwise, calls were made via the intersection at Highway 16. He would oppose the use of humps on primary response streets; however, Riverhill Boulevard was not a primary response street. He cautioned that each street be considered on a case by case basis and noted road humps would impact response times in an emergency and could be traumatic for patients in an ambulance.

The following persons spoke:
1. John Brown noted he moved to Riverhill Boulevard June 2011 and was not aware of the heavy traffic count, noise, and trucks cutting through from Hwy. 16 to Hwy. 173 at 5 a.m. Signs were posted on Riverhill stating 7,000 pounds gross weight, but it had 18 wheelers, pickups pulling trailers, construction equipment, farm equipment, animal trailers, etc. Mr. Brown opined that speed humps would curb speeding and cut through traffic. If speed humps could not be installed, he requested signage prohibiting truck traffic between 16 & 27.

2. Hilton Farris urged council to adopt the road hump policy. Riverhill Boulevard needed impediments for traffic control for public safety, and Riverhill should not be designated as a collector road. He noted that Riverhill had stops signs but they were ignored and police could not be there all the time. He opined that road humps would be more effective and could be removed later if undesired.

3. Rhonda Rideout, representing the Riverhill Homeowners Association, said it was a public safety issue, particularly with school kids speeding.

4. Robert Keeble noted the policy would be responsive to the needs of citizens; traffic was significant on Riverhill Boulevard and created a dangerous situation with speeding at 30-45 mph; public safety was a fundamental service of the city.

Mayor Wampler questioned if everyone in the audience had read and understood the proposed policy, and they acknowledged they had.

Mr. Parton noted Riverhill Boulevard was designated a collector street, and the proposed policy provided for a specific process to amend the thoroughfare plan, including an engineering analysis.

Chief Ojeda noted that prefab street cushions would be a better alternative than asphalt humps as they had less impact on emergency vehicles and required less maintenance. Mr. Parton estimated the cost at $10,000 each for set up, installation and maintenance; to be effective, he proposed 3-4 humps for Riverhill Boulevard. He also noted that if the city did not have the funds designated for participation in any given budget year, the application would remain qualified for three years; however, the neighborhood had the option of providing the full payment and having it installed without city participation. In the event the city accepted funds from a neighborhood, and did not budget installation within the three year period, the funds would be returned.

Council also discussed the following:

- The policy required 2/3 signatures on a petition; who could sign a petition?

Mr. Parton noted 2/3 of the people in the impact area; the city engineer would identify the impact area, for example, the area may not include an entire subdivision, or it could include multiple neighborhoods; each request would be reviewed on a case by case basis.

- How would payment be collected for the cost of installation?

Mr. Parton stated the city would not be concerned with the source of non-city funding; however, installation of the humps would not begin until all funds were received.

Ms. Keeble moved to establish a road hump program and adopt the road hump policy on city residential streets that was open enough to meet the city attorney's concerns and to adopt the materials used with bias toward fabricated road humps; Mr. Gross seconded the motion and it passed 5-0.

4D. Establish a regular city council work session to be held prior to each regular city council meeting.
Councilmember Conklin proposed scheduling workshops prior to regular meetings to allow the council to review agenda items with staff before the regular meeting. Staff could present basic information and council could ask staff questions, but not have any debate or discussion. This process would allow all members to receive the same information at the same time with consistency. He suggested the time 5:15-5:45; attendance of councilmembers would be optional; proper notice would be posted; and the public could attend, but no public discussion or comment would be allowed. He felt this process would be more effective use of time.

Mr. Hayes noted this process would be permissible, provided the workshops were properly posted, and council limited dialogue to asking questions of staff and receiving information; however, the council meeting rules and procedures would have to be amended.

No action was taken by the city council.

5. INFORMATION AND DISCUSSION:
5A. Report regarding Sign Regulations, Chapter 6, Article II of the City Code.
Mr. Hayes noted the moratorium on electronic and travelling message signs would expire May 14. He reported staff was reviewing the changes from the sign committee and meetings were being scheduled with the committee and stakeholders to review the draft ordinance.

5B. Water resources report.
Mr. Hastings reported some improvement, but the city was still in extreme drought condition according to the US Drought Monitor. It would take over 6" of rain in a 3 month period to end the drought. The river had begun to recover after recent light rains, but the trees were starting to use water; the current river flow was at 44 cfs. The ASR was at 740 mg and staff was injecting as much water as possible. The long term model showed the drought would end in the fall of 2012.

5C. Budget and economic update.
Mr. Erwin reported sales tax was up 9.6% from March 2011. The general fund and the water/sewer fund revenue exceeded expenditures. He noted that according to Experian the city paid its bills more timely than 99% of businesses.

6. ITEMS FOR FUTURE AGENDAS: None.

7. ANNOUNCEMENTS OF COMMUNITY INTEREST:
- Jason Lutz was introduced as the city's new senior planner.

8. EXECUTIVE SESSION: None.

9. ADJOURNMENT. The meeting adjourned at 9:05 p.m.

APPROVED: ______________

____
David Wampler, Mayor

ATTEST:

____
Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
APRIL 24, 2012

On April 24, 2012, 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 Michael Williams, Zion Lutheran Church, followed by the Pledge of Allegiance led by Fire Chief Robert Ojeda.

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
Robert Ojeda	Fire Chief
Mindy Wendele	Director of Business Programs
Kim Meismer	Director of General Operations

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

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

2. **PRESENTATIONS**:

2A. Proclamation designating the week of May 5-13, 2012, as Williams Syndrome Awareness Week.
Lora Walters thanked her family for the support they had shown her over the years and the city council and mayor for recognizing Williams Syndrome through issuance of the proclamation.

2B. Presentation of Certified Government Finance Officer designation from the Government Finance Officers Association of Texas to Sai Vongchampa.

3. **CONSENT AGENDA**:
Ms. Keeble requested item 3E be removed from the consent agenda.

Mr. Allen moved for approval of items 3A – 3D; Mr. Conklin seconded the motion and it passed 5-0:
3A. Minutes of the regular city council meetings held February 28, and March 13, 2012.
3B. Contract with MuniServices, LLC for collection and auditing of hotel occupancy taxes in the amount of $8,200.
3C. Amendment to the contract with WellsOne Commercial Card for revenue sharing for purchase card use.
3D. Professional services agreement with Freese and Nichols, Inc. to provide professional engineering design and construction administration services for the Jefferson lift station force and gravity mains in an amount not to exceed $627,783.

END OF CONSENT AGENDA

3E. Construction contract with Westar Construction Company for the construction of the river trail package A project in the amount of $667,427.35 and authorize the city manager to execute additional change orders which may exceed $50,000 but not to exceed the total amount of $735,000.00.
Mr. Parton noted that package A included 3,000 linear feet of concrete, 690 linear feet of crushed granite, and a pedestrian bridge crossing the Guadalupe River under the Lemos Street bridge. He noted the pedestrian bridge was the most expensive section of the river trail, at $177,000. The 10 foot wide concrete trail from Riverside Nature Center to Tranquility Island would be a sample of the six mile trail. He noted the 2002 bond issue originally included $500,000 to be used as matching funds and engineering studies in anticipation of receiving a grant from Texas Parks and Wildlife for a river trail; however, that grant was not available so the remaining funds ($380,000) had been set aside for the river trail project. Also, EIC recently issued $6 million debt for the river trail project and $2 million for improvements in Louise Hays Park. Based on the bid, funding should be sufficient to complete the six mile river trail project as planned.

Mr. Conklin moved for approval of the contract as presented; Mr. Gross seconded the motion and it passed 5-0.

4. CONSIDERATION AND POSSIBLE ACTION:
4A. Update on amendments to the sign ordinance.
Mr. Hayes noted that a rewrite of the sign code was underway, and staff was in the process of setting up meetings to review the draft with the sign committee, stakeholders, and chamber members; following the reviews, he proposed to schedule the ordinance for first reading in June. Council previously adopted a 90-day moratorium that was due to expire May 14, 2012, and council had the option of extending the moratorium or allowing it to expire. If the moratorium expired, permits issued would be under the existing ordinance until an ordinance was adopted.

The following person spoke:
Cory Traub requested clarity in rules being written. He suggested that if the moratorium was extended, that it be amended to allow signs to be permitted that were limited to 32 sq. ft. with a caveat that a new ordinance was pending and the sign may not be grandfathered.

Council and staff also discussed the following:
- Mr. Traub's suggestion would allow sign companies to continue to install signs that would not be contrary to the new regulations being considered.
- Other sign parameters, i.e. colors, light intensity, message roll time, repair of existing signs, and location of electronic message centers be prohibited within 100 feet of residential areas.

Mr. Hayes noted the moratorium could be amended to allow permits to be issued for electronic signs that were 32 sq. ft. or less.

Mr. Conklin moved to extend the moratorium to June 30, 2012; first reading of the new sign ordinance be scheduled the first meeting in June; the moratorium be amended to allow permits to be issued for electronic signs 32 sq. ft. or less provided they were not within 100 feet of a residential zone. Mr. Allen seconded the motion and it passed 5-0.

4B. Agreement with Playhouse 2000 to perform Shakespeare in the Park, tentatively scheduled June 1-3, 2012, in Louise Hays Park.
Mr. Parton noted on April 10 the council voted to participate with Playhouse 2000 to conduct a Shakespeare in the Park event free to the public in Louise Hays Park; the city's contribution was to provide in kind services plus $5,500. He proposed the city's $5,500 contribution be applied toward the purchase of light and sound equipment that would be housed at the Cailloux Theatre and available for community events, as outlined in the agreement.

Mr. Allen moved for approval of the agreement as presented; Mr. Conklin seconded the motion and it passed 5-0.

4C. Interlocal service agreement with Kerr Emergency 9-1-1 Network for addressing.
Mr. Parton noted the agreement assigned responsibility for addressing to 9-1-1 and enforcement to the city. The 9-1-1 board agreed to the addressing process and procedures, but tabled action on the agreement until the city could provide amendments to the ordinance that would ensure enforcement of the agreement.

Mr. Conklin moved to authorize the city attorney to finalize the language in Section Three, Paragraph A with the Kerr 9-1-1 attorney and direct the city attorney to initiate the ordinance amendments necessary to provide for the enforcement provisions of the agreement; the motion was seconded by Mr. Allen and passed 5-0.

5. INFORMATION AND DISCUSSION:

5A. Update on wayfinding signage project.

Ms. Wendele noted that TxDOT recommended the city have a master sign plan prior to placing wayfinding signs along state highways. National Sign Plazas representatives did preliminary research and proposed to prepare a master sign plan including types of signs, number and location of signs, design, mapping, planning, fabrication, installation and future maintenance service. The estimated cost was $99,000-118,000 depending on sign material; plus, an additional annual maintenance cost of 3-5% of the total program cost. She noted that once the master plan was completed, fabrication and installation could be bid to another company if desired. Once approved, installation would be about 120 days. In addition local signs may be needed and those would be made and installed by the city street department. She proposed that the project be funded by hotel occupancy tax funds.

Council noted the project might be facilitated and more economical if National Signs were award a contract for the complete project, i.e. master plan, fabrication, and installation.

5B. Report on Kerr Economic Development Corporation activities.

Mayor Wampler noted the search was underway for a new executive director. Fox Tank submitted application for permit SWP 3 ready to issue; proceeding with construction of the building; employment of minimum 60 employees.

5C. Budget and economic update.

Mr. Erwin noted sales tax was up 17% in April as compared to April 2011; this was based on February sales. General fund revenue was exceeding this time last year; the water/sewer fund revenue was behind this time last year, but the city had been in water conservation because of the drought.

6. ITEMS FOR FUTURE AGENDAS: None.

7. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- River trail groundbreaking was scheduled for 9:00 a.m. Saturday, April 28 at the Riverside Nature Center.
- Early voting for the May 12 election was scheduled to begin Monday, April 30 at the Cailloux Theatre.
- League of Women Voters was hosting a candidates fair May 3, 5:00-7:00 p.m. at the Tivy High School cafeteria.
- The Kerrville Public School Foundation duck race was scheduled for April 28 in Louise Hays Park, activities start at 9:00 a.m., race at noon.

8. EXECUTIVE SESSION: None.

9. ADJOURNMENT. The meeting adjourned at 7:26 p.m.

APPROVED: ____________

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
SPECIAL MEETING

KERRVILLE, TEXAS
APRIL 30, 2012

On April 30, 2012, the Kerrville City Council special meeting was called to order by Mayor Wampler at 4:00 p.m. in the city hall council chambers, 800 Junction Hwy.

<u>COUNCILMEMBERS PRESENT</u>:

David Wampler	Mayor
Carson Conklin	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

<u>COUNCILMEMBER ABSENT</u>:

Gene Allen	Mayor Pro Tem

<u>CITY EXECUTIVE STAFF PRESENT</u>:

Todd Parton	City Manager
Mike Hayes	City Attorney
Brenda G. Craig	City Secretary
Kristine Ondrias	Assistant City Manager
Travis Cochrane	Director of Information Technology
Kim Meismer	Director of General Operations

<u>An ordinance amending City of Kerrville, Texas, Ordinance No. 2012-01 by extending the moratorium on the acceptance of specified applications and the issuance of permits for the installation of electronic and traveling lighted message signs, through June 30, 2012, or until the adoption of an ordinance amending the city's Sign Code, Chapter 6, Article II of the city's Code of Ordinances, whichever event occurs first</u>.

Mr. Hayes noted the moratorium was due to expire May 14, and staff was in the process of vetting the amendments with citizens. On April 24 council instructed staff to prepare an ordinance extending the moratorium to June 30 or until a new sign ordinance is adopted, and amending the moratorium to narrow the scope only to electronic signs that were in excess of 32 sq. ft. or within 100 feet of a residential area.

Mr. Conklin moved to approve the ordinance on first reading; Mr. Gross seconded the motion and it passed 4-0.

<u>ADJOURNMENT</u>. The meeting adjourned at 4:03 p.m.

APPROVED: ______________

____
David Wampler, Mayor

ATTEST:

____
Brenda G. Craig, City Secretary

Agenda Item:

3B. A Resolution waiving park fees for Juneteenth Celebration within Louise Hays Park scheduled for June 15-17, 2012. (staff)

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

SUBJECT: A Resolution waiving park fees for Juneteenth Celebration within Louise Hays Park scheduled for June 15 through June 17, 2012.

FOR AGENDA OF: May 8, 2012

DATE SUBMITTED: April 27, 2012

SUBMITTED BY: Malcolm Matthews
Director, Parks and
Recreation

CLEARANCES: Kristine Ondrias
Assistant
City Manager
KO

EXHIBITS: Resolution No. 11-2012

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: NA
REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Juneteenth Celebration is scheduled for June 15-17, 2012 at the pavilion and stage area in Louise Hays Park. This year, the event organizers, Dream Team, Inc., has requested the use of Louise Hays Park facilities because of their desire to create a more community inclusive event than in the past. This year's event is planned to include food/beverage sales, music and entertainment, fashion show, and carnival rides. Prior Juneteenth events have been held in Carver Park, which has several limiting factors for larger events.

The total rental fee cost for the three day event for the pavilion and stage is $750. The event will be open to the public at no cost. Attendees will purchase items such as food/beverage and entertainment rides. No additional City resources are needed to produce this event and all insurance and applicable permits will be required from the organizer. In consideration for the fee waiver, the event organizers will provide to the public a larger variety of cultural and entertainment activities at a more accessible site than previous years.

RECOMMENDED ACTION

Staff recommends that the City Council approve the Resolution waiving the park facility rental fees for the 2012 Juneteenth Celebration in Louise Hays Park.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. _11_-2012

A RESOLUTION WAIVING PARK FEES FOR JUNETEENTH CELEBRATION WITHIN LOUISE HAYS PARK SCHEDULED FOR JUNE 15-17, 2012

WHEREAS, a community-wide Juneteenth Celebration is scheduled for June 15-17, 2012, at the pavilion and stage area within the City's Louise Hays Park (the "Park"); and

WHEREAS, this year's event organizer, Dream Team, Inc., has requested the use of the Park because of the desire to create a more community inclusive event than in the past; and

WHEREAS, Dream Team, Inc., has requested that the City waive its normal fees for use of the Park for this event; and

WHEREAS, this year's event is open to the public without an entrance fee and is planned to include food and beverage sales, music and entertainment, a fashion show, and carnival rides; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that the waiver of fees for such event creates a benefit to the public and serves the public interest;

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

The park fees for the use of Louise Hays Park by the Dream Team, Inc., for its Juneteenth Celebration scheduled for June 15-17, 2012, is waived.

PASSED AND APPROVED ON this the ______ day of __________, A.D., 2012.

ATTEST:

____
David Wampler, Mayor

____
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

T:\LEGAL\PARKS & RECREATION\RESO\FEE WAIVER_LH PARK_JUNETEENTH_050412.DOC

Agenda Item:

3C. Contract with Vulcan Materials, L.P. for TxDOT Item 340, Type D Hot Mix Asphalt Concrete Material, $65.00/ton delivered. (staff)

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

SUBJECT: Council authorization of Hot Mix Asphalt Concrete unit price contract with Vulcan Materials for $65/ton delivered

FOR AGENDA OF: 5/8/12 **DATE SUBMITTED**: 4/27/12

SUBMITTED BY: Kim Greenman
Street and Solid Waste Manager

CLEARANCES: Charlie Hastings, P.E. CH
Public Works Director

EXHIBITS: Request for Bid

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$590,294.28	$590,294.28	$595,560.00	01-861-207-01

PAYMENT TO BE MADE TO: Vulcan Materials, L.P.
San Antonio, TX

REVIEWED BY THE FINANCE DIRECTOR:

Summary Statement

Bid documents and specifications for TxDOT Item 340, Type D Hot Mix Asphalt Concrete were prepared by the Street Division Manager, advertised and bid. One sealed bid was received from Vulcan Materials, L.P. of San Antonio for $65.00/ ton delivered. The contract is renewable for up to one year after the initial year. It is anticipated that the Street Division will use approximately 9100 tons of asphalt for FY 12.

RECOMMENDED ACTION

The Director of Public Works recommends that council authorize the city manager to execute a contract with Vulcan Materials, L.P. for TxDOT Item 340, Type D Hot Mix Asphalt Concrete Material.

COPY

CITY OF KERRVILLE

2012 ASPHALT

REQUEST FOR BID

April 2012

REQUEST FOR BID

TABLE OF CONTENTS

REQUEST FOR BID

This agreement made this day by and between the City of Kerrville, called "City", and the undersigned, called "Supplier" as follows:

I. THE GOODS

The Supplier shall provide goods as required by exact specifications within Section VII. Bid, of this document. All goods specifications shall be considered minimum.

II. BID PRICE

Bid price shall be provided in dollars.

III. DELIVERY

Delivery shall be made F.O.B., City of Kerrville, 310 McFarland Street, Kerrville, Texas 78028.

The Supplier shall be responsible for any and all damage which may occur during transit and unloading operations. Supplier's failure to discharge such responsibilities to the City's satisfaction may result in the City having such responsibilities performed by it or by a third party and any and all such costs incurred therefore shall be charged and paid by the Supplier to the City.

IV. PAYMENT

The goods shall be accompanied by a separate invoice, fully describing the goods. Unit price and total price shall be provided by the Supplier. Payment shall follow ten days after receipt of goods.

Invoices shall be made to: City of Kerrville, 800 Junction Hwy., Kerrville, Texas 78028, Attention: Accounts Payable.

V. QUALITY OF GOODS

Any and all variations from the City's required specifications must be set forth clearly and understandable on a separate written document as a deviation (s) from said required specification(s) and included with the bid.

VI. SPECIFIC BID INSTRUCTIONS

The estimated date of delivery must be in reasonable time.

VII. BID

The following are the minimum bid specifications for the items to be purchased:

ASPHALT BID

TXDOT ITEM 340 TYPE D--SURFACE HOT MIX

Approximately 7000 to 8000 tons

Specifications: See chart below.

Sieve Size	Type				
	A **Course Base**	B **Fine Base**	C **Course Surface**	D **Fine Surface**	F **Fine Mixture**
37.5 mm	100				
31.5 mm	95-100				
25.0 mm		100			
22.4 mm	70-90	95-100	100		
16.0 mm		75-95	95-100		
12.5 mm	50-70			100	
9.5 mm		60-80	70-85	85-100	100
6.3 mm					95-100
4.75 mm	30-50	40-60	43-63	50-70	
2.00 mm	20-34	27-40	30-40	32-42	32-42
425 um	5-20	10-25	10-25	11-26	9-24
180 um	2-12	3-13	3-13	4-14	3-13
75 um	1-6*	1-6*	1-6*	1-6*	1-6*
VMA % minimum	11	12	13	14	15

Exhibit A-additional bid information is attached.

Page 3 must be signed before returning bid.

F.O.B.-Kerrville Yard

Price per Ton $65.00 delivered to Kerrville IN END DUMP TRAILERS

Signed this the 12 day of April, 2012

Attest: Steve Guenther By: Vulcan Construction Materials LP

Signed this the 12 day of April, 2012

Attest: Michelle Ureda By: Vulcan Construction Materials LP

Secretary
(if bid by corporation)

Supplier

Steve Guenther Sales Representative
Authorized Agent and Title
Business Address:

Steve Guenther
(Please type name)

Vulcan Construction Materials LP
P.O. Box 791550
San Antonio, TX 78279

Telephone: 210-524-3500

Accepted this the ___________ day of __________________ (2012)

CITY OF KERRVILLE

____
Todd Parton, City Manager

ATTEST:

____
Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

City of Kerrville

EXHIBIT"A"
CITY OF KERRVILLE
"TxDOT ITEM 340 TYPE D HOT MIX ASPHALT"
BID NO:
SPECIFICATIONS

PROJECT OVERVIEW:

The intention of this City of Kerrville Request for Bids (RFB) is to solicit bids for a term contract for TxDOT Item 340 Type D Hot Mix Asphalt. All purchases will be on an "as needed" basis only. This bid price will be for the duration of one (1) year with City's option to renew for an additional one (1) year.

SPECIFICATIONS:

TxDOT ITEM 340 TYPE D HOT MIX ASPHALT

Special Conditions:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined, loaded, and delivered to City of Kerrville yard by the supplier.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. It is intended that the amount of **"TYPE D HOT MIX ASPHALT"** needed by City of Kerrville will be purchased on an as needed basis. It shall be agreed & understood that City of Kerrville will purchase no more material than is needed.

2. **Term of Contract:** The contract will be in effect for a period of (1) one year from bid award date with City's option to extend for an additional (1) one year term.

3. **Option to Extend:** City of Kerrville reserves the right to continue this bid for one (1) additional year and thereafter an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term. City shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4. <u>**BID PRICE SHALL BE PER TON**</u>

5. City of Kerrville reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the City, including compliance to the bid specifications. City of Kerrville reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

6. **Market Volatility and Unit Price Adjustments:** City of Kerrville recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

   a) **Requesting Price Adjustment:** Upon written request of the Vendor to the City Purchasing Agent, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
      - **i.** A vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the suppliers advisory or notification to the vendor of the price changes.
      - **ii.** The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the City.
      - **iii.** The City Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the City.
      - **iv.** No price escalation will be authorized in excess if the amount of the increase referred to in the supplier's notice.
      - **v.** The City may only grant a price increase if the evidence presented is deemed reliable. Should the City allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

   b) **Price Reduction:** Vendor shall notify the City at the time when the Vendors costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the City shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the City in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City Purchasing Department shall have sole discretion whether to grant the price increase extension. The City too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the City to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City Purchasing Agent and/or the City Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Agenda Item:

3D. Agreement with Schreiner University for use of hotel occupancy tax funds for the Schreiner Museum. (staff)

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

SUBJECT: AGREEMENT BETWEEN CITY OF KERRVILLE AND SCHREINER UNIVERSITY, INC. FOR USE OF HOTEL OCCUPANCY TAX FUNDS

FOR AGENDA OF: May 8, 2012 **DATE SUBMITTED**: April 27, 2012

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

EXHIBITS: Agreement
Exhibit A

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

Expenditure Required:	**Current Balance in Account:**	**Amount Budgeted:**	**Account Number:**
$20,000.00	$622,250.23		16-35197

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT: ~~NA~~ JMS

SUMMARY STATEMENT

At the March 27 city council meeting the current class of Leadership Kerr County requested $20,000.00 of Hotel Occupancy Tax funds for the Schreiner Mansion improvement project. The request was approved and staff was directed to draft an agreement with Schreiner University, owner of the mansion. Attached to the agreement is a draft budget for the project.

This expenditure will be charged to the HOT reserve funds created by the 1% HOT levy originally established for the Arcadia Theatre renovations.

RECOMMENDED ACTION

Approve agreement.

AGREEMENT BETWEEN CITY OF KERRVILLE AND SCHREINER UNIVERSITY, INC. FOR USE OF HOTEL OCCUPANCY TAX FUNDS

THIS AGREEMENT made and entered into this _____ day of ______________, 2012, between the City of Kerrville, Texas, a home rule municipal corporation, hereinafter referred to as "City", and Schreiner University, Inc., a Texas nonprofit corporation.

WITNESSETH:

WHEREAS, the City levies a tax within the City and its extraterritorial jurisdiction upon the occupancy of any room or space furnished by any hotel or motel and, pursuant to the provisions of Chapter 351 of the Texas Tax Code, disperses the proceeds of said tax to various organizations for their use pursuant to Chapter 351; and

WHEREAS, Schreiner University owns and operates the Schreiner University Mansion Historical Site and Education Center located at 226 Earl Garrett Street in downtown Kerrville (the "Mansion"); and

WHEREAS, the Mansion, the former residence of Charles Schreiner who was one of Kerrville's early residents, remains one of Kerrville's most historic buildings as it is listed on the National Register of Historic Landmarks; and

WHEREAS, Schreiner University has requested hotel occupancy tax revenue funds for a historical restoration and preservation project of the Mansion, which project will enhance the Mansion's status as a destination for tourists and convention delegates; and

WHEREAS, Schreiner University intends to complete the project before May 18, 2012; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of attracting tourists to the City so as to promote tourism and the hotel industry in the City;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each party, as well as to the citizens of the City of Kerrville, Texas, the parties have agreed and do hereby agree as follows:

ARTICLE I

City hereby grants Schreiner University $20,000.00 from revenues that City receives pursuant to its imposition of the tax authorized by Chapter 351 of the Texas Tax Code. Schreiner University will use the funding for the purpose of its ongoing restoration and preservation project of the Mansion, with the scope and budget of this project shown in **Exhibit A.**

ARTICLE II

The City shall administer the grant on a reimbursable basis. Prior to any payment from City, Schreiner University must first submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval. Following each submission and verification thereof, which may include on-site inspections to confirm the construction and development of the project, City will reimburse Schreiner University for those costs eligible for reimbursement in accordance with state law.

ARTICLE III

Schreiner University understands that the funds paid to Schreiner University by City are derived from tax revenues collected under the City's Hotel Occupancy Tax Ordinance and that the City has estimated the tax revenues to be collected during the term of this Agreement in its budget for the fiscal year 2011-2012. Schreiner University further understands, acknowledges, and agrees that if the tax revenues actually collected by the City are less than the estimated tax revenues to be collected during the City's fiscal year 2011-2012, City will be under no obligation to reimburse Schreiner University for the full amount set forth in Article I, above.

ARTICLE IV

The term of this Agreement is for a period beginning on May 9, 2012, and ending when the entirety of the grant funds is provided to Schreiner University or September 30, 2012, whichever occurs first.

ARTICLE V

Schreiner University shall maintain books of account with correct entries of all expenditures that are made according to the terms of this Agreement and of funds allocated from other sources. Any and all books of account of Schreiner University shall be at all times open to the inspection of City or any of its officers or duly authorized agents. Upon such inspection, City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including but not limited to statements of account relating to the disposition of funds provided by City under this Agreement and funds allocated from other sources. Schreiner University shall maintain these books of account in Kerr County for a period of three (3) years following the expiration of the term for which they are applicable. Notwithstanding Article II, above, City shall be under no obligation to make any reimbursements if the reports required by this Article V have not been delivered to City.

ARTICLE VI

Not later than September 30, 2012, Schreiner University shall provide to the City Manager a written report with respect to its project.

ARTICLE VII

This Agreement does not create any joint venture, partnership, or agency relationship between City and Schreiner University, it being the intent of the parties that Schreiner University shall at all times be and operate hereunder as an independent contractor. Schreiner University shall have exclusive control of, and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of Schreiner University's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

ARTICLE VIII

In the event of any default by Schreiner University hereunder, including but not limited to use of the funds provided herein for purposes other than those stated in Article I, above, City may cease all future payments hereunder and terminate this Agreement. In addition, Schreiner University shall, at City's request, refund to City funds that are not spent in accordance with this Agreement and any unspent and unobligated funds previously paid to Schreiner University.

ARTICLE IX

Schreiner University agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work or in the performance of services performed and to be performed hereunder. **Schreiner University covenants and agrees to, and does hereby indemnify, defend and hold harmless the City and all its officers, agents, and employees** from all suits, actions, claims, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any intentional or negligent act, omission, or conduct of Schreiner University, its agents, servants or employees.

ARTICLE X

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE XI

Schreiner University shall adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and shall maintain in effect during the term of this Agreement any and all federal, state and local licenses and permits which may be required of Schreiner University generally.

ARTICLE XII

Schreiner University may not assign this Agreement without the written consent of the City Manager, or his designee.

ARTICLE XIII

The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

ARTICLE XIV

The obligations of the parties to this Agreement are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Kerr County, Texas.

ARTICLE XV

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

ARTICLE XVI

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

ARTICLE XVII

Neither City nor Schreiner University shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of City or Schreiner University except as herein provided, and which by the exercise of due diligence City or Schreiner University is unable, wholly or in part, to prevent or overcome.

ARTICLE XVIII

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties, which relate to matters in this Agreement.

SIGNED AND AGREED by City and Schreiner University on the dates indicated below.

CITY OF KERRVILLE, TEXAS

By____________________________
Todd Parton, City Manager

____
Date

ATTEST:

____
Brenda G. Craig, City Secretary

SCHREINER UNIVERSITY, INC.

By____________________________
______________, ____________

____
Date

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

T:\Legal\Finance\Hotel Occupancy Tax (HOT)\Contracts\Schreiner_mansion rehab_050112.doc

Schreiner University
Schreiner Mansion and Leadership Kerr County Partnership
Budget Estimates

Source	Amount	Restrictions
Schreiner University	$53,000	Mansion
Rotary Club of Kerrville	$2,000	Landscaping
City of Kerrville (Hotel Occupancy Tax)	$20,000	LKC Project
Cailloux Foundation	$28,671	Wall and awning
Various Private Donations	$1,000	LKC Project
Total	$104,671	

Projects	Budget	
Landscaping	$45,000	
Wall and back door awning	$28,671	
Exterior Signage	$8,000	
Interior/exterior refurbish		
Paint and supplies	$1,200	
Plaster repair	$1,000	
Window reglaze	TBD	Possible LCRA grant
Pigeon mitigation	$0	Done pro-bono
Self Guided Tour		
signage	$1,500	
Tour Brochure	$500	
Marketing Brochure	$500	
Faces of Kerrville Exhibit	$2,500	
Promotion banners	$500	
Why Hair Matters Lecture	$0	
Rack-card	$500	
Video taping and production	$700	
Grand Opening & Reveal Party		
Invitations and postage	$200	
Food and drink	$3,450	
Branded Water	$712	
Set-up and tear down		
Photography	$300	
Recognition Signage	$100	
Mansion Operations		
Friends Group	$1,500	
2 LCD Monitor and stand	$3,000	
Computer and Kiosk for historical research	$1,500	

Total	$101,333

Balance	$3,338

BLI to be used: 01-1-5320-5333-00
Approval track through Lisa Turner and Mark Tuschak

ECHIBIT A

Agenda Item:

3E. Reject all submitted contractor bids for construction of the Birkdale lift station, force main and emergency flow diversion structure. (staff)

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

SUBJECT: Council to reject all submitted contractor bids for construction of the Birkdale Lift Station, Force Main and Emergency Flow Diversion Structure.

FOR AGENDA OF: May 8, 2012 **DATE SUBMITTED**: May 2, 2012

SUBMITTED BY: Dieter Werner, P.E. DW
Director of Engineering

CLEARANCES: Kristine Ondrias KO
Assistant City Manager

EXHIBITS: Bid Tabulation for Birkdale Lift Station, Force Main and Emergency Flow Diversion Structure

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$ N/A	**$5,170,710.42**	**$5,838,780.00**	**W96**

PAYMENT TO BE MADE TO: N/A
REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Bids for the Birkdale Lift Station, Force Main and Emergency Flow Diversion Structure project were opened May 1, 2012. All bids received exceeded the City's anticipated budget for construction by approximately 20%. Staff recommends that all bids be rejected in order for Staff and the design consultant to re-scope the project.

RECOMMENDED ACTION

Staff recommends that Council reject all submitted contractor bids for construction of the Birkdale Lift Station, Force Main and Emergency Flow Diversion Structure in order to provide an opportunity for Staff and the City's consultant to clarify the scope of the construction requirements, specifications and bid documents prior to releasing the project for bid.

4040 Broadway, Suite 600 • San Antonio, Texas 78209 • 210-298-3800 • fax 210-298-3801 www.freese.com

Innovative approaches
Practical results
Outstanding service

Client: City of Kerrville
Project: Birkdale Lift Station, Force Main and Emergency Flow Diversion Structure
Bid Date: May 1, 2012
FNI Project No.: KER09334
City of Kerrville Public Works No.: PW09-0028

#	Description	Quantity	Unit	Cardinal Contractors, Inc. 10405 Technology Terrace Lakewood Ranch, FL 34211		Pesado Construction Company, Inc. 7054 Pipestone Schertz, TX 78154		Laughlin-Thyssen, Inc. 10892 Shadow Wood Dr. Houston, TX 77043		Holloman Corporation 13730 IH 10 East Converse, TX 78109		BRB Contractors, Inc. 3805 SW 25th Street Topeka, Kansas 66618		Keystone Construction, Inc. P.O. Box 90398 Austin, TX 78709-0398	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	For Mobilization and Demobilization described in the Contract Documents for the lump sum (Maximum 5% of total contract) of:	1	LS	$265,000.00	$265,000.00	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$300,000.00	$300,000.00	$330,000.00	$330,000.00	$350,000.00	$350,000.00
2	Design, install, maintain and remove Storm Water Pollution Prevent Plan and structures, complete as specified and indicated in the plans.	1	LS	$16,600.11	$16,600.11	$20,000.00	$20,000.00	$10,500.00	$10,500.00	$3,500.00	$3,500.00	$140,000.00	$140,000.00	$137,000.00	$137,000.00
3	Design, install, maintain and remove Traffic Control plan and devices, complete as specified and indicated in the plans.	1	LS	$25,200.00	$25,200.00	$20,000.00	$20,000.00	$10,000.00	$10,000.00	$8,900.00	$8,900.00	$17,004.11	$17,004.11	$69,000.00	$69,000.00
4	For development, design and implementation of a trench safety system as required by the Occupational Safety and Health Administration and the assumption of responsibility for said system, including all required trench safety for alternate bid items, and structures complete as specified and indicated on the Contract Documents, the unit price per linear feet of (* Contractor shall insert quantity of trench safety required for the project. Contractor shall only be paid for trench safety installed):	4,000	LF*	$0.01	$40.00	$2.00	$11,292.00	$1.00	$4,000.00	$1.00	$4,000.00	$1.00	$5,300.00	$1.50	$6,000.00
5	For Construction of the Birkdale Lift Station, including installation of submersible sewage pumps, piping, valves, gauges, air release valves, fittings, drain pipes, yard piping, site grading, site paving, fencing, gravity sewer, bored steel casing, by-pass pumping for tie-ins, dewatering, testing and all appurtenant work complete as specified and indicated in the plans.	1	LS	$1,855,800.00	$1,855,800.00	$2,170,000.00	$2,176,000.00	$1,898,500.00	$1,898,500.00	$1,934,700.00	$1,934,700.00	$1,796,600.00	$1,796,600.00	$3,360,000.00	$3,369,000.00
6	24" Diameter drilled shafts at the Birkdale Lift Station, complete as specified and indicated in the plans.	96	VF	$156.25	$15,000.00	$80.00	$7,680.00	$285.00	$27,360.00	$82.00	$7,872.00	$45.00	$4,320.00	$200.00	$19,200.00
7	For construction of dual 14" diameter force mains under the Guadalupe River, including bored and open cut sections, bedding, backfill, trench repair, valves, fittings, testing, dewatering, asphalt roadway repair, and all other appurtenant work complete as specified and indicated in the plans.	1	LS	$644,400.00	$644,400.00	$635,880.00	$635,880.00	$695,000.00	$695,000.00	$698,700.00	$698,700.00	$606,000.00	$606,000.00	$1,272,000.00	$1,272,000.00
8	For construction of 20" diameter force main, including bored and open cut sections, restrained and unrestrained sections, casing pipes, bedding, backfill, trench repair, valves, fittings, combination air valves assemblies and manholes, testing, dewatering, asphalt roadway repair, driveway repair and all other appurtenant work complete as specified and indicated in the plans.	1	LS	$1,545,000.00	$1,545,000.00	$1,309,550.00	$1,309,550.00	$1,430,000.00	$1,430,000.00	$1,315,900.00	$1,315,900.00	$1,748,000.00	$1,748,000.00	$1,080,000.00	$1,080,000.00
9	For Construction of Emergency Flow Diversion Structure, including installation of fabricated gates, manual bar screens, gravity sanitary sewer, FEB force main, manholes, tie-ins, site grading, site rehabilitation, plant water service line, by-pass pumping for tie-ins, dewatering, testing and all appurtenant work complete as specified and indicated in the plans.	1	LS	$411,000.00	$411,000.00	$565,354.00	$565,354.00	$553,000.00	$553,000.00	$536,900.00	$536,900.00	$617,200.00	$617,200.00	$572,000.00	$572,000.00
10	Demolition of the existing Birkdale Lift Station complete as specified and indicated in the plans.	1	LS	$23,600.00	$23,600.00	$30,000.00	$30,000.00	$55,000.00	$55,000.00	$14,600.00	$14,000.00	$17,000.00	$17,000.00	$50,000.00	$50,000.00
11	For the installation of all electrical equipment, lighting and conduit and wiring improvements, generator sized in accordance with Specification Section 26 32 13.13, 2.02.K.1, above grade platforms and all appurtenant work complete as specified and indicated in the plans.	1	LS	$1,327,102.00	$1,327,102.00	$1,309,500.00	$1,309,500.00	$1,436,500.00	$1,436,500.00	$1,554,200.00	$1,554,200.00	$1,395,000.00	$1,395,000.00	$1,190,000.00	$1,190,000.00
12	Rehabilitation of Riverside Drive from Loop 534 TxDOT ROW to SH-27 TxDOT ROW and all disturbed areas of Riverside Drive east of Loop 534, associated driveways and appurtenant work: This item includes removal and disposal of existing H.M.A.C., spreading of supplemental flexible base (as needed), compaction, finish grading, fine grading to provide positive drainage, seeding of disturbed areas, attachment to existing driveways, and all additional traffic control and other appurtenant work not covered in other Riverside Dr. rehabilitation items, complete as specified and indicated in the drawings.	4,600	SY	$10.00	$46,000.00	$3.25	$14,950.00	$4.50	$20,700.00	$9.00	$41,400.00	$3.40	$15,640.00	$15.00	$69,000.00

13	Rehabilitation of Riverside Drive from Loop 534 TxDOT ROW to SH-27 TxDOT ROW and all disturbed areas of Riverside Drive east of Loop 534, associated driveways and appurtenant work: Unit price will be full compensation for TxDOT Item 310 – Prime Coat (Cutback Asphaltic Material). The quantity for this bid item is based on 0.15 gallons per square yard, complete as specified and indicated in the drawings.	690	GAL.	$8.00	$5,520.00	$7.50	$5,175.00	$8.00	$5,520.00	$6.00	$4,140.00	$10.20	$7,038.00	$6.50	$4,485.00
14	Rehabilitation of Riverside Drive from Loop 534 TxDOT ROW to SH-27 TxDOT ROW and all disturbed areas of Riverside Drive east of Loop 534, associated driveways and appurtenant work: Unit price will be full compensation for TxDOT Item 340 - Hot Mix Asphaltic Concrete Pavement, Type D, 2-inches thick with PG 64-22 binder, complete as specified and indicated in the drawings.	510	TON	$95.00	$48,450.00	$95.00	$48,450.00	$105.00	$53,550.00	$117.00	$59,670.00	$102.00	$52,020.00	$133.00	$67,830.00
15	Allowance for BLOC Design-Build, LLC to provide SCADA complete as specified and indicated on the drawings, specifications and addenda,A-5	1	LS	$42,877.89	$42,877.89	$42,877.89	$42,877.89	$42,877.89	$42,877.89	$42,877.89	$42,877.89	$42,877.89	$42,877.89	$42,877.89	$42,877.89
					$6,271,650.00		$6,446,688.89		$6,498,507.89		$6,527,350.89		$6,792,000.00		$8,278,392.89
	SUPPLEMENTARY BID ITEM														
S1	Rehabilitation of Riverside Drive from Loop 534 TxDOT ROW to SH-27 TxDOT ROW and all disturbed areas of Riverside Drive east of Loop 534, associated driveways and appurtenant work: TxDOT Item 247 Type A, Grade 2 Base: Payment shall be made per ton of material. Unit price will be full compensation for additional base required to supplement existing conditions for the rehabilitation of Riverside Drive indicated in the Base Bid, including installation and compaction as approved by the City and the Engineer. This item shall be considered as a supplementary item and shall not be used without approval by the Owner.	950	TON	$ 33.00	$31,350.00	$ 26.00	$24,700.00	$ 35.00	$33,250.00	$ 25.00	$23,750.00	$ 55.80	$53,010.00	$ 66.00	$62,700.00
	TOTAL SUPPLEMENTARY ITEM S1				$31,350.00		$24,700.00		$33,250.00		$23,750.00		$53,010.00		$62,700.00
	ALTERNATE BID ITEMS														
A1	Add/Deduct: Provide a single 20-inch PVC force main across the Guadalupe River in lieu of dual 14-inch force mains as indicated on plan sheet C-21A. By providing a cost for this alternate bid item the contractor is in agreement with the design of the 20-inch force main and agrees that the 20-inch force main is constructible by bore within the current design and project limits, complete as specified and indicated in the plans.	1	LS	-$221,580.00	-$221,580.00	-$130,000.00	-$130,000.00	-$170,000.00	-$170,000.00	-$98,700.00	-$98,700.00	-$155,000.00	-$155,000.00	$220,000.00	$220,000.00
A2	Add/Deduct: Provide generator sized in accordance with Specification Section 26 32 13.13, 2.02.K.2 (in lieu of Section 26 32 13.13, 2.02.K.1) and all appurtenances required complete as specified and indicated in the plans.	1	LS	$ 75,580.00	$75,580.00	$ 110,000.00	$110,000.00	$ 110,000.00	$110,000.00	$ 57,147.00	$57,147.00	$ 109,000.00	$109,000.00	$ 52,000.00	$52,000.00
	TOTAL ALTERNATE ITEMS A1 - A2				-$146,000.00		-$20,000.00		-$60,000.00		-$41,553.00		-$46,000.00		$272,000.00
	TOTAL BID (BASE BID + SUPPLEMENTARY ITEM + ALTERNATE ITEMS)				$6,157,000.00		$6,451,388.89		$6,471,757.89		$6,509,556.89		$6,799,010.00		$8,613,092.89

*Inserted quantity of 5,646 LF

*Inserted quantity of 5,300 LF

Agenda Item:

3F. Reject all submitted bids for the Wastewater Treatment Plant Service Facility Break Room Addition. (staff)

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

SUBJECT: Reject bids for the Wastewater Treatment Plant Service Facility Break Room Addition

FOR AGENDA OF: 5/8/12 **DATE SUBMITTED**: 5/3/12

CA

SUBMITTED BY: Charlie Hastings, P.E. Public Works Director

CLEARANCES: Todd Parton City Manager

EXHIBITS: Bid log

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$0	$52,519.99	$58,000.00	02-885-502

PAYMENT TO BE MADE TO: Vulcan Materials, L.P.
San Antonio, TX

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Plans and specifications were prepared and bid for the construction of a 600 square foot break room inside the recently completed Wastewater Treatment Plant Service Facility located on Loop 534. Two sealed bids were received and opened on May 1, 2012 per the attached bid log; both bids exceed the budgeted amount.

RECOMMENDED ACTION

The Director of Public Works recommends that council reject all bids received for the Wastewater Treatment Plant Service Facility Break Room Addition.

5/1/12 Original Bid Tabulation sheet given to Scott Loveland

Bid Tabulation

Project: The City of Kerrville Waste Water Service Facility Break Room Addition

Architect: Peter W. Lewis Architect + Associates, PLLC

Project No.: 20-1207

Bid Date: May 01, 2012; 3:00 PM

Bid Opening: May 01, 2012; 3:00 PM

	Huband-Mantor Contruction	Fromberg Construction	M&L Partners	Comments
Addenda Acknowledgement :				
Addendum No. 1 : 04/19/2012	✓	✓		
Addendum No. 2 : 04/27/2012	✓	✓		
10% Bid Security (Certified Check, Cashier's Check, or Bid Bond)	✓	✓		
List of Subcontractors	✓	✓		
Item :				
- Base Bid	$ 95,400.00	$ 101,678.11		
- Alternate 1	$ 1,000.00	$ 1,678.12		

Agenda Item:

4A. An ordinance amending City of Kerrville, Texas, Ordinance No. 2012-01 by extending the moratorium on the acceptance of specified applications and the issuance of permits for the installation of electronic and traveling lighted message signs, through June 30, 2012, or until the adoption of an ordinance amending the city's Sign Code, Chapter 6, Article II of the city's Code of Ordinances, whichever event occurs first. (staff)

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

SUBJECT: An Ordinance extending the Moratorium on the acceptance of applications and the issuance of permits for the installation of electronic and traveling lighted message signs, through June 30, 2012, or until the adoption of an ordinance amending the City's Sign Code, Ch. 6, Art. II of the Code of Ordinance

FOR AGENDA OF: May 8, 2012 **DATE SUBMITTED**: May 2, 2012

SUBMITTED BY: Mike Hayes
City Attorney

CLEARANCES:

EXHIBITS: Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Staff recently informed City Council of the progress toward amending the City's Sign Code (Ch. 6, Art. II, of the City's Code of Ordinances). As a reminder, an ad hoc committee previously met and studied the City's current Sign Code. The committee eventually submitted proposed amendments to City Council and Council then directed staff to draft an ordinance with such amendments. In an effort to maintain the status quo with respect to electronic and traveling lighted message signs, City Council also adopted a 90 day moratorium on the application for and the issuance of permits for such signs. As the expiration of the moratorium was approaching, Council, after deliberation that included comments from a commercial sign company representative, voted to extend the moratorium through the end of June 2012. Council also voted to amend the moratorium to narrow its scope; as such, the extension of the moratorium will only apply to permits for electronic signs in excess of 32 square feet or where a location is sought within 100 feet of a residential zoning district. The attached ordinance will extend the moratorium through June 30, 2012, or until such time that City Council adopts amendments to the Sign Code. The ordinance also makes the amendments which narrow the scope of the moratorium.

RECOMMENDED ACTION

Approval of Ordinance upon 2nd Reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2012-___

AN ORDINANCE AMENDING CITY OF KERRVILLE, TEXAS, ORDINANCE NO. 2012-01 BY EXTENDING THE MORATORIUM ON THE ACCEPTANCE OF SPECIFIED APPLICATIONS AND THE ISSUANCE OF PERMITS FOR THE INSTALLATION OF ELECTRONIC AND TRAVELING LIGHTED MESSAGE SIGNS, THROUGH JUNE 30, 2012, OR UNTIL THE ADOPTION OF AN ORDINANCE AMENDING THE CITY'S SIGN CODE, CHAPTER 6, ARTICLE II OF THE CITY'S CODE OF ORDINANCES, WHICHEVER EVENT OCCURS FIRST

WHEREAS, the City Council of the City of Kerrville, Texas (the "City"), continues seeking ways of ensuring that its building and land use regulations reflect current land development trends, enhance community character, and accurately reflect the goals of future development within its municipal boundaries and where applicable, its extraterritorial jurisdiction; and

WHEREAS, on February 14, 2012, at a regular meeting, the City Council adopted Ordinance No. 2012-01 (the "Moratorium Ordinance") on second reading, which established a moratorium on the acceptance and the issuance of permits for the installation of electronic and traveling lighted message signs within the City; and

WHEREAS, City staff continues preparing a draft ordinance that will amend Chapter 6, Article II of the City's Code of Ordinances, otherwise known as the Sign Code, to reflect recommendations made by an ad hoc committee with respect to the City's sign regulations; and

WHEREAS, staff has informed City Council that additional time is required to complete the draft ordinance of amendments to the Sign Code and to meet with the committee and other organizations and interested parties with respect to the ordinance; and

WHEREAS, City Council, in an effort to balance the various interests involved, believes extending the moratorium for an additional period of time is reasonable, but with amendments that will narrow the scope of the moratorium; and

WHEREAS, amendments to the Moratorium Ordinance consist of limiting the moratorium to only electronic and traveling lighted message signs greater than 32 square feet and/or where a location is sought within 100 feet of a residential zoning district; and

WHEREAS, the City Council finds that it is in the public interest to extend the Moratorium Ordinance through June 30, 2012, or until such date that City Council adopts an ordinance upon second reading to adopt an amended Sign Code, whichever date is earlier, and to continue to preserve the status quo by not accepting applications or issuing permits for the installation of electronic and traveling lighted message signs, as further specified below, within the municipal boundaries of the City, and its extraterritorial jurisdiction, pending completion of a regulatory review and public deliberation; and

WHEREAS, the City Council finds that the extension of the Moratorium Ordinance is for the purpose of allowing additional time to complete the drafting of an ordinance amending the Sign Code, meeting with the ad hoc committee and other interested persons, and is not for the purpose of delay;

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

SECTION ONE. The moratorium established by the Moratorium Ordinance on the acceptance of applications or the issuance of permits for electronic or traveling lighted message signs, as those signs are defined within the Sign Code and as further specified below, is extended through June 30, 2012, or until such date that City Council adopts an ordinance upon second reading amending the Sign Code, whichever date is earlier.

SECTION TWO. The scope of the moratorium is amended to apply only to those electronic and traveling lighted message signs proposed to be larger than 32 square feet and/or proposed to be located within 100 feet of a residential zoning district.

SECTION THREE. City staff is directed to complete the draft ordinance of amendments to the Sign Code and to meet with the ad hoc committee, other organizations, and interested parties with respect to the proposed ordinance.

SECTION FOUR. All other provisions of the Moratorium Ordinance remain in full force and effect.

PASSED AND APPROVED ON FIRST READING, this the 30th **day of** April**, A.D., 2012.**

PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of ____________________, A.D., 2012.

____
David Wampler, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

Agenda Item:

5A. An ordinance amending the budget for fiscal year 2012 to account for changes in the status of various capital improvement projects; and to amend other city funds to account for balances for approved purposes. (staff)

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

SUBJECT: First reading of an ordinance amending the FY2012 Budget

FOR AGENDA OF: May 8, 2012 **DATE SUBMITTED:** May 3, 2012

SUBMITTED BY: Mike Erwin MWE
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Ordinance Amending FY2012 Budget
Budget Detail

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 DEPARTMENT:

SUMMARY STATEMENT

The attached ordinance provides for the first amendment to the FY2012 budget. This budget amendment results in a zero net change to the General Fund. The budget amendment includes the following:

Restructuring

The Development Services Department received resignations from the Director of Development Services and the Compliance Center Manager. These two management positions were eliminated, the primary job duties reassigned to existing staff, a deputy court clerk position was unfrozen, and a fire inspector position was created in the Fire Marshall's Office. Compensation increased where additional duties and responsibilities were assigned to existing staff. Salary savings was used to cover these expenses with the balance going to fund the frozen deputy court clerk and fire inspector positions.

The Solid Waste Division received a resignation from the Solid Waste Manager. This position was downgraded to a Solid Waste Supervisor with some of the key management functions being reassigned to the Street Division Manager and the Assistant Street Division Manager. Salary savings from the Solid Waste Fund are transferred in to cover the increases in compensation.

The Human Resources Manager retired and that position was reclassified as a Human Resources Coordinator. Additional job duties were assigned to the Human Resources Assistants with compensation being adjusted accordingly.

General Fund position control implemented through the restructuring is as follows:

Development Services	
Director of Development Services	Eliminated
Compliance Center Manager	Eliminated
Chief Building Official/ Asst. Director of Development Services	Director of Building Services
Senior Building Inspector	Asst. Building Official
Street Division	
Street Division Manager	Street/Solid Waste Division Manager
Asst. Street Division Manager	Asst. Street/Solid Waste Division Manager
Municipal Court	
Deputy Court Clerk	Unfrozen
Fire Marshall's Office	
Fire Inspector	New Position
Human Resources	
Human Resources Manager	Human Resources Coordinator

Operational Budgets

City Secretary

Add $462.24 for cell phone with the reassignment of the phone from the eliminated Compliance Center Manager position.

Development Services

Departmental use of salary savings to fund $15,000 for inspection services and $15,000 for professional services - planning.

Parks and Recreation

Increase revenue by $3,902 for funds received from the Library Foundation and show $3,902 in expenditures for costs incurred for the Library Grand Re-Opening.

Public Works

Transfer $20,000 for the purchase of street equipment.

Police Department

Add $2,500 to cover overtime expenses for the Kerrville Triathlon Festival.

Fire Department

Add $2,500 to cover overtime expenses for the Kerrville Triathlon Festival.

General Operations

Increase contingency by $26,950.31.

Increase Special Services to allocate $6,500 toward the Texas Workforce Commission's application to create a welding school to support the workforce training needs for Fox Tank and other area businesses.

Increase Building and Structures by $40,000 to purchase and install lighting along the boardwalk portion of the downtown pavilion project.

Increase General Fund revenues by $58,845 due to the return of unspent funds on closed airport capital projects.

Increase General Fund revenues by $17,570.33 to recognize reimbursement from Solid Waste Fund for salaries.

Water and Sewer Fund

Add $3,130.35 for salary increases to address a salary discrepancy for the Utility Construction Supervisor at the UTC.

Increase the Motor Vehicle Capital line item by $15,403 for the purchase of new equipment.

Transfer $15,403 within the fund for the purchase of new equipment.

Hotel Occupancy Tax Fund

Transfer $80,000 from the HOT Reserve Fund.

Increase HOT Fund expenditures by $80,000 - $20,000 to the Schreiner Mansion renovation project, $20,000 to the wayfinding signage comprehensive plan, and $40,000 contribution to Kerrville's 4th on the River Celebration.

Grant Fund Revenue

Increase revenues with a corresponding expense of $144,160 for three grants for the Police Department.

Increase revenues with a corresponding expense of $183,000 for the Cailloux Grant to purchase street repair equipment.

Solid Waste Fund

Transfer funds to General Fund to offset salaries, $17,570.33.

Capital Improvement Projects

Burleson Street Off-Site Drainage Improvements/Oak Hollow Subdivision Drainage Improvements (G70 and G83) – close projects.

Salvation Army Detention Center (E40 and G78) – close project and return $9,472.80 to EIC and $180,226.96 to the General Fund/Landfill Fund.

Equipment Storage Facilities (W76) – close project and return $14,670.77 to the Water and Sewer Fund.

Library Roof (L01) – close project.

Reconstruction of Roads and WWTP (W86) – close project.

12" Water Line Jackson/Glen Road (W90) – close project and return $46,977.70 to Water and Sewer Bonds.

Motor Control Center Water Plant (W61) – close project and return $30,572.39 to the Water and Sewer Bonds.

Harper Road Utility Phase 1 (E31) – close project and return $308,307.24 to EIC.

Alamo Workforce (E46) – close project and return $1,493.63 to EIC.

Library Renovation (G95) – recognize a contribution of $50,000 from H.E.B. to the library renovation project to purchase and install remote checkout stations.

EIC Budget

February 27, 2012, the EIC voted to adjust its budget to reflect changes from October 1, 2011. These changes included additional debt service due to issuances in FY2012 for the river trail; decrease in funding to the KEDC; funding for the Fox Tank project; funding the downtown utility undergrounding project; funding the Harper Road Utility Phase 2 project; and monthly transfers to the river trail project. The amended budget maintains $777,725 for additional business development projects and ends the year with a projected fund balance of $500,000.

RECOMMENDED ACTION

It is recommended that the City Council approve the first reading of an ordinance amending the FY2012 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2012-______

AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2012 TO ACCOUNT FOR CHANGES IN THE STATUS OF VARIOUS CAPITAL IMPROVEMENT PROJECTS; AND TO AMEND OTHER CITY FUNDS TO ACCOUNT FOR BALANCES FOR APPROVED PURPOSES

WHEREAS, Ordinance No. 2011-19, dated September 27, 2011, adopted the Fiscal Year 2012 Budget; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that amending the City's Fiscal Year 2012 Budget is in the best interest of the citizens of the City of Kerrville;

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

In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2012 shall be amended as set forth in **Exhibit A.**

PASSED AND APPROVED ON FIRST READING, this the ________ day of ________________________, A.D., 2012.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____day of _______________________, A.D., 2012.

____
David Wampler, Mayor

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

Fund	Dept	Line Item Code	Reason	Amount
1	City Secretary	01-802-301	Reassigned Cell Phone from Dev. Serv. to City Sec.	$ 462.24
1	Human Resources	01-805-001/005/006	Due to Restructuring	$ 2,378.66
1	Human Resources	01-805-001/005/006	Due to Restructuring	$ 2,378.66
1	Municipal Court	01-809-001/005/006	Due to Restructuring	$ 31,541.78
1	Fire Marshal	01-826-001	Due to Restructuring	$ 30,427.00
1	Fire Marshal	01-826-002	Due to Restructuring	$ 1,043.00
1	Fire Marshal	01-826-004	Due to Restructuring	$ 202.00
1	Fire Marshal	01-826-005	Due to Restructuring	$ 2,465.00
1	Fire Marshal	01-826-006	Due to Restructuring	$ 3,448.00
1	Fire Marshal	01-826-007	Due to Restructuring	$ 5,103.00
1	Fire Marshal	01-826-010	Due to Restructuring	$ 1,443.00
1	Fire Marshal	01-826-012	Due to Restructuring	$ 4,150.00
1	Fire Marshal	01-826-102	Due to Restructuring	$ 1,202.00
1	Fire Marshal	01-826-107	Due to Restructuring	$ 1,879.00
1	Fire Marshal	01-826-206	Due to Restructuring	$ 1,187.00
1	Fire Marshal	01-826-212	Due to Restructuring	$ 3,830.00
1	Fire Marshal	01-826-301	Due to Restructuring	$ 270.00
1	DS - Planning	01-840-001/005/006	Eliminated	$ (84,234.90)
1	DS - Planning	01-840-306	Professional Services - Planning	$ 15,000.00
1	DS-Code Compliance	01-843-306	Inspection Services	$ 15,000.00
1	DS - Code Compliance	01-843-001/005/006	Eliminated	$ (69,634.00)
1	DS - Inspection	01-842-001/005/006	Pay Adjustment due to Restructure	$ 6,981.50
1	DS - Inspection	01-842-001/005/006	Pay Adjustment due to Restructure	$ 1,997.66
1	DS - Code Compliance	01-843-001/005/006	Pay Adjustment due to Restructure	$ 1,874.09
1	Parks and Rec	01-6989	Funds from Library Foundation	$ 3,902.00
1	Parks and Rec	01-851-1**	Funds from Library Foundation	$ 3,902.00
1	Public Works - Streets	01-861-001/005/006	Pay Adjustment due to Restructure	$ 5,840.55
1	Public Works - Streets	01-861-001/005/006	Pay Adjustment due to Restructure	$ 11,729.78
1	Public Works - Streets	01-861-313	Move funds for street equipment	$ 20,000.00
1	Police	01-813-405	Other Services - Kerrville Triathlon	$ 2,500.00
1	Fire	01-821-405	Other Services - Kerrville Triathlon	$ 2,500.00
1	General Operations	01-870-410	Increase Contingency from savings	$ 26,950.31
1	General Operations	01-870-306	Increase Funding for AAC Engineering at Airport	$ 6,500.00
1	General Operations	01-870-502	Funding for Pavilion lighting	$ 40,000.00
1	Miscellaneous Revenues	01-6989	Return of funds from closed Airport projects	$58,845.00
1	Transfer In	01-7025	Transfer In from SW Fund for salaries	$17,570.33
2	Utility Construction	02-883-001/005/006	Address Salary Discrepancy	$ 3,130.35
2	Utility Construction	02-883-503	Increase for Equipment Purchase	$ 15,403.00
2	Utility Construction	02-883-410	Decrease to transfer for Equipment Purchase	$ (15,403.00)
16	Non-Dept	16-800-920	Transfer Out to HOT Fund	$ 80,000.00
20	Revenue	20-7016	$20,000 for Schreiner Mansion Renovation	$ 20,000.00
20	Non-Dept	20-800-405	$20,000 for Schreiner Mansion Renovation	$ 20,000.00
20	Revenue	20-7016	$20,000 for Wayfinding Signs/Master Plan	$ 20,000.00
20	Non-Dept	20-800-306	$20,000 for Wayfinding Signs/Master Plan	$ 20,000.00
20	Revenue	20-7016	$40,000 for 4th on the River	$ 40,000.00
20	Non-Dept	20-800-306	$40,000 for 4th on the River	$ 40,000.00
25	Non-Dept	25-800-901	Transfer to General Fund	$ 17,570.33
85	Revenue	85-6513-03 CJD Grant	CJD grant submitted by Police for $49,160 - Subject to approval	$ 49,160.00
85	Police	85-813-102	CJD grant submitted by Police for $49,160 - Subject to approval	$ 49,160.00
85	Revenue	85-6561-02	Cailloux Foundation Grant - for street equipment - $163,000	$ 163,000.00
85	Revenue	85-6561-02	Transfer from General Fund to supplement	$ 20,000.00
85	PW - Streets	85-861-504	Purchase of street equipment	$ 183,000.00
85	Revenue	85-6513-04 UASI Grant	Other grant application for Police - subject to approval	$ 35,000.00
85	Revenue	85-6513-05 Homeland Security	Other grant application for Police - subject to approval	$ 60,000.00
85	Police	85-813-102	Other grant application for Police - subject to approval	$ 35,000.00
85	Police	85-813-102	Other grant application for Police - subject to approval	$ 60,000.00

EXHIBIT A

Project Number	Project Name	Funding Source	Amount Funded	Expenses to Date	Project Cash Balance	Reduction	Status
G70	Burleson Street Off-Site Drainage Improvements		$355,000.00	$355,000.00	$0.00	$0.00	closed
G83	Oak Hollow Subd Drainage Improvements		$395,000.00	$394,999.99	$0.01	$0.01	closed
E40	Salvation Army Detention Center	EIC	$500,000.00	$490,527.20	$9,472.80	$9,472.80	closed
G78		GF/LFF	$902,000.00	$721,773.04	$180,226.96	$180,226.96	
W76	Equipment Storage Facilities	W/S Fund	$100,000.00	$85,329.93	$14,670.07	$14,670.07	closed
		W/S Bonds	$450,000.00	$450,000.00	$0.00	$0.00	
L01	Library Roof	Grants	$106,708.26	$106,708.06	$0.20	$0.20	closed
W86	Reconstruction of Roads at WWTP	W/S Fund	$20,000.00	$20,000.00	$0.00	$0.00	closed
W90	12" Water Line Jackson/Glen Road	W/S Bonds	$575,000.00	$528,022.30	$46,977.70	$46,977.70	closed
W61	Motor Control Center Water Plant	W/S Fund	$337,213.00	$306,640.61	$30,572.39	$30,572.39	closed
		W/S Debt	$266,000.00	$266,000.00	$0.00	$0.00	
E31	Harper Rd Utility Ext	Bonds	$302,395.82	$302,395.82	$0.00	$0.00	closed
		EIC	$2,850,000.00	$2,541,692.76	$308,307.24	$308,307.24	
E46	Alamo Workforce	EIC	$109,887.24	$108,393.61	$1,493.63	$1,493.63	closed
Project Number	**Project Name**	**Funding Source**	**Amount Funded**	**Expenses to Date**	**Project Cash Balance**	**Increase**	**Status**
G95	Library Renovation	Grants	$2,362,157.00	$2,170,860.35	$191,296.65	$50,000.00	open

EIC FY 2012

		Annual Budget	Amended Budget
BEGINNING CASH BALANCE		$ 3,148,386	$ 3,148,386
USDA Land			$ (1,138,436)
Hill Country Home Opportunity Council			$ (100,000)
Fund Balance		$ 3,148,386	$ 1,909,950
REVENUE:			
	Sales and Use Tax	$ 2,275,000	$ 2,433,897
	Interest	$ 5,240	$ 7,377
	Transfer In		$ -
TOTAL REVENUE		$ 2,280,240	$ 2,441,275

		Annual Budget	Amended Budget
EXPENDITURES:			
Administrative			
	Advertising	$ -	$ 100
	Transfer to Debt Service Fund	$ 505,000	$ 595,000
	Ecomonic Development Governing Body	$ 225,000	$ 175,000
	Annual Disclosure Fee	$ 3,500	$ 3,400
	Administrative Services Fee	$ 100,000	$ 100,000
Total Administrative		$ 833,500	$ 873,500
Category I - Business Development			
	Hill Country Shooting Center		
	Commercial Improve Pilot Program	$ 50,000	$ 50,000
	Fox Tank		$ 600,000
	Downtown Underground Utilities		$ 300,000
	USDA		$ -
	Unspecified	$ 800,000	$ 777,725
Total Category I		$ 850,000	$ 1,727,725
Category II - Quality of Life			
	Schreiner University Project	$ -	
	Hill Country Home Opportunity Program	$ -	
	Trails		$ 250,000
	Category II Unspecified	$ 45,750	$ -
Total Category II		$ 45,750	$ 250,000
Category III - Public Infrastructure			
	Harper Hwy	$ 45,750	$ 1,000,000
Total Category III		$ 45,750	$ 1,000,000
Contingency		$ 500,000	$ -
TOTAL EXPENDITURES		$ 2,275,000	$ 3,851,225
NET REVENUES TO EXPENDITURES		$ 5,240	$ (1,409,950)
FUND BALANCE		$ 3,153,626	$ 500,000

Agenda Item:

6A. License agreement with Kerrville's Fourth on the River for June 30, 2012 event. (staff)

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

SUBJECT: Approval of License Agreement with the Kerrville's Fourth on the River for the 2012 Event – June 30, 2012

FOR AGENDA OF: May 8, 2012 **DATE SUBMITTED**: May 1, 2012

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

EXHIBITS: Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

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

SUMMARY STATEMENT

The Kerrville's Fourth on the River organization will be hosting the annual 4th of July event on June 30, 2012. Festivities will begin 9:00 a.m. in downtown with a market, entertainment and children's activities.

Louise Hays Park is the site of the late afternoon and evening entertainment beginning at 4:00 p.m. to be complete with a fireworks show.

A license agreement between the city of Kerrville and the non-profit organization is standard operating procedure for this type of event.

RECOMMENDED ACTION

Approve agreement.

LICENSE AGREEMENT FOR SPECIAL EVENT
(Kerrville's 4th on the River)

THIS LICENSE AGREEMENT ("Agreement") is entered into and effective as of the _____ day of May, 2012, by and between City of Kerrville, Texas ("City"), a Texas home-rule municipal corporation, acting herein through its City Manager; and Kerrville's 4th on the River ("KFOR"), a Texas nonprofit corporation, acting by and through its duly authorized officer. Collectively the City and KFOR may be referred to as the "Parties" and individually as the "Party".

BACKGROUND

WHEREAS, City and KFOR are working together to produce a July 4th celebration for the citizens of Kerrville and others; and

WHEREAS, this Agreement is intended to formalize the relationship and further illustrate the collaboration between the Parties by setting forth understandings regarding this production and to help ensure the establishment of appropriate safeguards for a safe and successful event; and

WHEREAS, the City Council finds that the July 4th celebration to be held primarily within the City's Louise Hays Park and the downtown area, as indicated on the map found at **Exhibit A**, will benefit the public through the offering of entertainment, and will encourage tourism and the promotion of the downtown area;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties have agreed as follows:

I. APPOINTMENT OF KFOR AS COORDINATOR; LICENSE FOR USE OF City PROPERTY

1.1 City hereby appoints KFOR and KFOR hereby accepts the appointment of the official coordinator of the event known as the Kerrville's 4th on the River (the "Event").

1.2 City hereby grants KFOR the right to temporarily use and occupy the City's Louise Hays Park ("Licensed Premises"); a smaller, fenced area within the Licensed Premises for musical performances ("Performance Area"); and the Boardwalk Pavilion for the Event, subject to the terms and conditions of this Agreement. When used herein, the term "Licensed Premises" shall include and mean "Performance Area". The Licensed Premises, Performance Area, and Boardwalk Pavilion shall be located as indicated on the map, which is attached as **Exhibit A**. KFOR shall use the License Premises solely for the operation of this Event and for no other purpose.

1.3 KFOR, at all times, shall control its contractors, agents, representatives, vendors, concessionaires, and volunteers. City may remove any and all such persons from the Licensed Premises who engage in disorderly or unsafe conduct. In the event of the exercise of this authority, KFOR hereby waives any and all claims for damages against the City and its officers, employees, and agents on account thereof.

II. TERM

2.1 The term of this Agreement is from the date that this Agreement is signed by both Parties through July 2, 2012.

III. IMPROVEMENTS

3.1 KFOR shall not construct, or allow to be constructed, any permanent improvements or structures on the Licensed Premises nor shall KFOR make, or allow to be made, any alterations to the Licensed Premises unless approved by the City's Director of Parks and Recreation ("Director") or designee.

IV. RULES, REGULATIONS, AND RESPONSIBILITIES

4.1 KFOR shall comply with any request of the City's Police Department and its officers and the City's Fire Marshal.

4.2 City, through its Parks and Recreation Department, Police, Fire, EMS, and/or other representatives, shall have the right at any time to enter any portion of the Licensed Premises for any purpose. The Licensed Premises shall at all times remain under the sole charge and control of the Director or his designated representatives. The entrances and exits of the Licensed Premises and the Performance Area shall be open or closed under the direction of KFOR in accordance with the terms of this Agreement and the normal constraints for public safety as determined by the Director or designated representatives.

4.3 KFOR shall ensure that all pathways, entrances, and points of ingress and egress remain unobstructed and that such is not used for any other purposes other than public ingress or egress.

4.4 KFOR is responsible for providing and installing fencing around the Performance Area. The installation of fencing shall account for crowd assembly at gate and ticketing areas and provide a setback that promotes safe assembly and movement on the grounds and area(s) adjacent to rights of way for entry, exit, and assembly activities. Fencing shall include easily removed sections for safety and crowd management purposes. Fencing installation and removal should include a visual inspection of the grounds to remove wire clippings and product that may have become dislodged or dropped during installation.

4.5 KFOR shall ensure that the entrance and exit gates to the Performance Area do not impede or depend solely on the adjacent public right of way. KFOR shall take steps to ensure that fence line setbacks are provided to accommodate a smooth flow of persons without causing undue wait times and that create necessary crowd assembly and public movement areas without sole use of public areas.

4.6 KFOR shall not bring or permit anyone to bring or keep anything into the Licensed Premises or Performance Area that will or may increase the fire hazard or adversely affect the Licensed Premises. KFOR shall not bring any personal property onto the Licensed Premises or place or put up any decorations that may damage Licensed Premises without the consent of the City.

4.7 Only those persons who have purchased tickets and the employees, contractors, agents, representatives, vendors, concessionaires, and volunteers of the KFOR shall be allowed to enter the Performance Area.

4.8 KFOR shall not admit into the Performance Area more than 10,000 persons or a lesser number as determined by the City can safely or freely move about within the Performance Area and the decision of the City in this respect will be final. This capacity does not include KFOR or its contractors, agents, representatives, vendors, concessionaires, and volunteers. Contingency plans for security and public services necessary for a larger crowd than anticipated will be agreed to with the City prior to the Event, with the KFOR providing the City with the number of tickets which have been purchased in advance.

4.9 Beer sales shall only occur within the Performance Area.

4.10 KFOR shall permit anyone to enter the Performance Area with ice chests, coolers, thermoses, lounge chairs, blankets, towels or similar products. KFOR will not permit alcohol or glass containers in the Performance Area.

4.11 KFOR shall allow attendees to enter the Performance Area with factory sealed water bottles in clear plastic containers. KFOR shall ensure that this policy is clearly expressed to the public in its marketing and promotion materials prior to the Event and at the entrance to the Performance Area.

4.12 KFOR and its contractors, agents, representatives, vendors, concessionaires, and volunteers shall conduct the Event in accordance with federal, state, and local laws, including applicable noise regulations.

4.13 KFOR shall pay all applicable federal, state, and local taxes in connection with the Event and Event performances, exhibitions, or entertainment, and shall furnish City all necessary information in order that City may report the transactions to the proper authorities. KFOR is responsible for the collection and reporting of all taxes due any governmental entity for the sale of tickets or sale of other taxable items, including vending and concessions. **KFOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF THE COLLECTION, REPORTING, AND/OR PAYMENT OF TAXABLE SALES OCCURRING IN CONNECTION WITH THE EVENT.**

4.14 KFOR may use and place only temporary advertisements, signs, decorations, posters, banners, inflatable balloons, and displays ("signage") in, on, or about the Licensed Premises. All signage shall be subject to the prior written approval of City. KFOR agrees to remove and properly dispose of all signage from the Licensed Premises when KFOR vacates the Licensed Premises.

4.15 KFOR shall establish a first aid/comfort station.

4.16 KFOR should ensure that its vendors have ample water supplies for sale and/or distribution to the public. In addition, KFOR is encouraged to ensure that ample public free water sources are available.

4.17 KFOR is prohibited from selling, distributing, promoting, and/or advertising tobacco or adult-oriented companies, products, or organizations in any manner.

4.18 Profanity and obscenity shall be discouraged.

4.19 No activity or method of operation shall be allowed in, on, or about the Licensed Premises which exposes patrons to nudity or to partial nudity. "Nudity" means total absence of clothing or covering for the human body. "Partial nudity" means exposure of the female breast or the exposure of the male or female pubic area or buttocks.

4.20 The operation of a massage business, tanning salon, gambling casino, or gambling of any nature shall not be allowed in, on, or about the Licensed Premises.

4.21 Discrimination on account of race, color, sex, age, disability, or national origin, directly or indirectly, in employment or in the use of or admission to the Licensed Premises is prohibited.

4.22 KFOR shall obtain any required parking permits or street closure permits from City and/or the Texas Department of Transportation at least ten (10) days prior to the Event.

4.23 KFOR shall secure and provide information to the public regarding parking and designated ADA parking accommodations.

4.24 City shall have final approval for the KFOR's placement of all equipment, stages, portable amenities, and signage ("Event Structures") within the Licensed Premises. The KFOR shall remove all Event Structures from the Licensed Premises on or before the time specified in the Event Plan, as defined in Section V below.

4.25 KFOR shall secure all local and state permits associated with the Event or require its authorized concessionaires and vendors to obtain such permits.

4.26 KFOR shall assign an event coordinator to ensure compliance with this Agreement and provide City with a single point of contact. KFOR shall provide City with all contact information for the event coordinator, such information to include cell, business, and home telephone numbers and an email address.

4.27 KFOR assumes all liabilities and costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic and performance rights used on or incorporated in conducting the Event. KFOR shall ensure that all applicable licensing fees are paid, such as the American Society of Composers, Authors, and publishers (ASCAP) fee. **KFOR SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ALL DAMAGES, COSTS, AND EXPENSES IN LAW OR EQUITY FOR OR ON ACCOUNT OF ALL CLAIMS ARISING OUT OF THE**

USE OF ANY PATENTED, TRADEMARKED OR COPYRIGHTED MATERIALS, EQUIPMENT, DEVICES, PROCESSES OR DRAMATIC OR PERFORMANCE RIGHTS FURNISHED OR USED BY KFOR, AND ALL CLAIMS ARISING INCIDENT TO THIS AGREEMENT.

4.28 KFOR shall be responsible for the marketing of the Event and all production costs associated with marketing.

4.29 City grants to KFOR the sole and exclusive right to sell drinks, food, souvenirs, or other merchandise of any sort on the Licensed Premises. KFOR shall be responsible for recruiting and contracting directly with food, beverage, and merchandise vendors and entertainment and KFOR shall be responsible for ensuring all associated permits and licenses have been obtained and are current and available for inspection. KFOR may lease all concession or vending rights to any person or persons, subject to prior, written approval by City. KFOR shall provide City with a list or copy of permits of all permitted food and beverage vendors for the Event.

4.30 KFOR shall take all appropriate steps to prevent and pick-up litter including efforts to prevent and remove litter from the Guadalupe River.

4.31 KFOR is prohibited from selling or using glass containers with respect to the serving of food or beverages or where used on any product, merchandise, and/or novelty item. All cardboard boxes and packaging brought on site shall be broken down and collected for recycling provided by City. Samples, merchandise, and other items for sale should be removed from plastic and/or paper packaging and recycled or disposed of accordingly.

4.32 KFOR, its contractors, agents, representatives, vendors, concessionaires, and volunteers or the patrons attending the Event are prohibited from giving away free samples or merchandise without the prior, written consent of City.

4.33 KFOR shall be responsible for the creation and distribution of credentials for the Licensed Premises and Performance Area, including the issuance of any parking passes.

4.34 City is not responsible for providing, installing, and removing temporary fences and barricades for the Event.

4.35 City shall allow KFOR to make electrical connections to existing electrical service for use by KFOR during events, including the provision of electricity for the vendors and the entertainment stage. KFOR should coordinate electrical service directly with KPUB and licensed electricians. Any electrical or water service required for the Event beyond that which is currently available will be the responsibility of KFOR.

4.36 KFOR shall be responsible for removing trash during the Event and is responsible for providing, placing, maintaining, and removing trash containers, portable toilets, and grease traps.

4.37 KFOR shall provide portable toilets in an amount not less than 1per 100 attendees, to be calculated based upon the estimated peak attendance period. In addition, 10% of portable toilets complying with the ADA shall be on site. The location of the portable toilets shall be identified in the Event Plan, per Section 5.1. KFOR shall remove the portable toilets before the termination of this Agreement. KFOR shall provide separate portable toilets for both entertainer and food vendor areas. KFOR shall ensure that hand sanitation stations are provided. City reserves the right to request and approve adjustments to portable toilet services depending on Event size, scope, and details.

4.38 City shall be responsible for street closures and traffic control outside of the Licensed Premises and in accordance with the TxDOT approved traffic control plan.

4.39 City shall be responsible to reserve the Licensed Premises for use in conjunction with the Event.

4.40 City shall be responsible for providing police, fire, and EMS personnel at the event, and shall place at least one (1) ambulance within the Licensed Premises.

4.41 KFOR shall be responsible for monitoring crowd activities, the operation of ticket booths, and the placement, use, and security of any ATM machines.

V. EVENT PLAN

5.1 For the Event, KFOR, in conjunction with City, shall develop an event plan ("Event Plan") outlining specific responsibilities of KFOR and City. Responsibilities to be outlined in the Event Plan include, but are not limited to: a) security; b) location of structures and equipment; c) event date and hours; d) staging date and times; e) breakdown dates/times; f) advertising and signage; g) street and/or lane closures, h) electrical requirements, i) coordination with local businesses, j) press conference, k) any other logistical or operational requirements. KFOR shall clearly diagram the location of all vendors and concessionaires on a site plan in a "booth-by-booth" manner.

5.2 The Event Plan shall be in writing, finalized, and agreed to by KFOR and City not later than ten (10) days prior to the event. Modifications after that date shall be in writing and agreed to by both Parties.

VI. DEFAULT AND REMEDIES

6.1 During the Event, a default occurs that is of a nature that threatens public safety or property damage or is a material breach in the operation of the Event by the KFOR and KFOR shall not cure such failure within one hour after verbal notice thereof to KFOR through the appointed event coordinator. If a breach cannot be cured within one hour, KFOR shall attempt the cure within one hour and thereafter diligently pursue a remedy.

6.2 Upon the occurrence of an event of default as heretofore provided, City may, at its option, declare this Agreement, and all rights and interests created by it, terminated. Upon City electing to terminate, this Agreement shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof; or City may, at its option, resume possession of the Licensed Premises.

6.3 Any termination of this Agreement as included herein shall not relieve KFOR from any claim for damages then or theretofore accruing against KFOR hereunder, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from KFOR for any default hereunder. All rights, options, and remedies of City contained in this Agreement shall be cumulative of the other and City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Agreement. No waiver by City of a breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.

VII. INDEMNIFICATION

7.1 **KFOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL DEFENSE COSTS, CLAIMS, LIENS, DAMAGES, JUDGMENTS, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND IN LAW OR IN EQUITY AND NATURE: (1) ARISING OUT OF OR IN CONNECTION WITH KFOR'S USE AND/OR OCCUPANCY OF THE LICENSED PREMISES TO THE EXTENT IT ARISES OUT OF ANY NEGLIGENT ACT OR OMISSION OF KFOR OR ANY OF KFOR'S CONSULTANTS, CONTRACTORS, AGENTS, REPRESENTATIVES, VENDORS, CONCESSIONAIRES, VOLUNTEERS, PATRONS, GUESTS, OR INVITEES AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, INCLUDING ANY DAMAGE TO OR LOSS OF ANY PROPERTY BELONGING TO: (A) KFOR OR KFOR'S CONSULTANTS, CONTRACTORS, AGENTS, REPRESENTATIVES, VENDORS, CONCESSIONAIRES, VOLUNTEERS, PATRONS, GUESTS, OR INVITEES AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES; OR (B) CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS. THE INDEMNITY PROVIDED FOR HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM A NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND VOLUNTEERS IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, EXCEPT TO THE EXTENT PROVIDED BELOW. IN THE EVENT KFOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH TEXAS STATE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, ITS**

ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES UNDER TEXAS LAW AND WITHOUT WAIVING ANY OTHER LAWFUL DEFENSES AVAILABLE TO OTHERS.

7.2 KFOR shall promptly advise City in writing of any claim or demand against City or KFOR known to KFOR related to or arising out of KFOR's or City's activities under this Agreement. Further, KFOR shall see to the investigation and defense of any such claim or demand against KFOR or City at KFOR's sole cost until such time as City is found to be negligent by a court of competent jurisdiction. City shall have the right, at its option and at its own expense, to participate in such defense without relieving KFOR of any of its obligations under this paragraph.

7.3 The provisions of this INDEMNIFICATION are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.4 KFOR and its contractors, agents, representatives, vendors, concessionaires, and volunteers while engaged in the performance of any work required by the City or any work related to this Agreement shall be considered representatives, agents, or volunteers of KFOR only and not of City. Any and all claims that may result from any obligation for which KFOR may be held liable under any Workers' Compensation, Unemployment Compensation, or Disability Benefits law or under any similar law on behalf of said representatives, agents, or volunteers shall be the sole obligation and responsibility of KFOR.

7.5 All personal property placed within the Licensed Premises shall be at the sole risk of the KFOR. City shall not be liable and KFOR waives all claims for any damage either to the person or property of KFOR or to other persons due to the Licensed Premises or any part of appurtenances thereof becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, or defective wiring or excessive or deficient electrical current; or from any act or omission of or other occupants of the Licensed Premises, or any other persons; due to the happening of any accident in or about said Licensed Premises. **KFOR SHALL SAVE AND HOLD HARMLESS CITY FROM ANY CLAIMS ARISING OUT OF DAMAGE TO KFOR'S PROPERTY OR DAMAGE TO KFOR'S BUSINESS.**

VIII. INSURANCE REQUIREMENTS

8.1 Prior to the commencement of the Event, KFOR shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall clearly indicate the Event in the Description of Operations block of the Certificate. The original Certificates(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title, and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. City shall have no duty to perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

8.2 The City reserves the right to review the insurance requirements of this section and to modify insurance coverages and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.

8.3 As the KFOR's financial integrity is of interest to City, therefore, subject to KFOR's right to maintain reasonable deductibles in such amounts as are approved by City, KFOR shall obtain and maintain in full force and effect for the duration of the Agreement, at KFOR's sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed.

TYPE	**AMOUNT**
1. Commercial General (Public) Liability a) Premises/Operations b) Independent Contractors umbrella or excess liability c) road Form Contractual Liability coverage d) Products/completed operations e) Broad form property damage, to include fire legal liability f) Personal Injury g) Host Liquor Liability h) Liquor Legal Liability	Statutory $1,000,000/$1,000,000/$1,000,000 For Bodily Injury and Property Damage of $1,000,000 per occurrence, $2,000,000 general aggregate or its equivalent in
2. Comprehensive Automobile Liability a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence or its equivalent
3. Property Insurance: For physical damage to the property of KFOR, including improvements and betterment to the Licensed Premises	Coverage for a minimum of eighty percent (80%) of the replacement cost of the KFOR's property

8.4 KFOR provide Host Liquor and Liquor Liability insurance coverage in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage or require any person or entity that KFOR has conveyed concession rights for the sale and disbursement of alcoholic beverages, to purchase Liquor Liability insurance and provide a Certificate of Insurance and Endorsement that names the KFOR and the City as an additional insured.

8.5 KFOR agrees to obtain General Liability insurance with minimum limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate from each vendor or concessionaire sublicensed by KFOR and provide a Certificate of Insurance and Endorsement that names KFOR and City as an additional insured.

8.6 City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by City and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation and are binding upon either party hereto or the underwriter of any such policies.

8.7 KFOR agrees that with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

A. Name City and its elected officials, employees, officers, agents, representatives, and volunteers as additional insureds by endorsement as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of: the workers' compensation and professional liability policies;

B. Provide for an endorsement that the "other insurance" clause shall-not apply to the City where the City is an additional insured shown on the policy;

C. Workers' compensation, employers' liability, and property insurance policies will provide a waiver of subrogation in favor of the City; and

D. Provide immediate written notice directly to the City of any suspension cancellation, or material change in coverage.

8.8 City shall have the option to suspend KFOR's performance should the required insurance be cancelled or modified during this Agreement. KFOR's failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement. All notices, replacement certificates of insurance and endorsements shall be delivered to the City to the address indicated below or as may be directed by City.

8.9 In addition to any other remedies the City may have upon KFOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order KFOR to stop work hereunder and vacate the Licensed Premises until KFOR demonstrates compliance with the requirements hereof.

8.10 Nothing herein contained shall be construed as limiting in any way the extent to which KFOR may be held responsible for payments of damages to persons or property resulting from the performance of work covered under this Agreement by KFOR or its contractors, agents, representatives, vendors, concessionaires, and volunteers.

8.11 KFOR agrees that its insurance shall be deemed primary and noncontributory with respect to any insurance or self-insurance carried by City for liability arising out of operations under this Agreement.

8.12 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

IX. SEPARABILITY

9.1 If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby; and, it is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision may be possible and be legal, valid, and enforceable.

X. NOTICES

10.1 Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered; mailed, Registered or Certified mail, Postage Prepaid; or faxed to the addresses and telephone number as follows:

City Manager
City of Kerrville
800 Junction Highway
Kerrville, Texas 78028
FAX (830) 792-5804

With a copy to:
Director, Parks and
Recreation Department
City of Kerrville
800 Junction Highway
Kerrville, Texas
FAX (830) 896-6220

Or to such other address as may have been designated in writing by City.

Notices to KFOR required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered; mailed, Registered or Certified mail, Postage Prepaid; or faxed to the addresses and telephone number as follows:

Kerrville's 4th on the River
2122 W. Bluff Drive
Kerrville, Texas 78028__________

With a copy to:
John Carlson
Attorney for Kerrville's 4th on the River
260 Thompson Drive, Suite 7
Kerrville, Texas 78028

Or to such other address as may have been designated in writing by City.

XI. PARTIES BOUND

11.1 The covenants and agreements herein contained shall insure to the benefit of and be binding upon the Parties; their respective heirs, legal representatives, successors, and such assigns as have been approved by City.

XII. TEXAS LAW TO APPLY

12.1 This Agreement shall be construed under and in accordance with the laws of the state of Texas and all obligations of the Parties are performable in Kerr County, Texas.

XIII. RELATIONSHIPS OF PARTIES

13.1 Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer and employee, principal and agent, partners, joint ventures, or any other similar relationship between the Parties.

XIV. GENDER

14.1 Any words of gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XV. CAPTIONS

15.1 The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.

XVI. ENTIRE AGREEMENT AND AMENDMENT

16.1 This Agreement constitutes the entire agreement between the Parties and any other written or oral agreements with City being expressly waived by KFOR.

16.2 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

XVII. AUTHORITY

17.1 The signer of this Agreement for KFOR hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of KFOR.

SIGNED ON THIS ____ DAY OF __________, 2012.

City of Kerrville, Texas	Kerrville 4th on the River:
By:______________________________	By:______________________________
Jeffrey Todd Parton, City Manager	Ben Modisett, ____________________

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

L:\Legal\parks and recreation\July 4th License Agreement for Special Event 063012_DRAFT.docx

EXHIBIT A:

KERRVILLE'S 4TH ON THE RIVER
LICENSE AGREEMENT MAP

PAVILLION

PERFORMANCE AREA
4:00 PM TO 9:00 PM
Flag Ceremony
Entertainment Stage
Fenced With Gate Fee
Food Vendors

LICENSED AREA

EAST END - LOUISE HAYS PARK
4:00 PM TO 9:00 PM
Possible Parking In Open Area
Family Free Area

WEST END - LOUISE HAYS PARK
ALL DAY
Family Area
Kids Activities
Food Vendors

9:15 PM TO 9:30 PM
Fireworks

EXHIBIT A

Agenda Item:

6B. A resolution granting a petition requesting the annexation of an approximately 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and consisting of the property addressed as 5263 Highway 27; and ordering the preparation of an annexation ordinance. (staff)

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

SUBJECT: Petition for annexation of a 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and consisting of the property addressed as 5263 Highway 27. Applicant: Lee Voelkel. (File No.2012-007)

FOR AGENDA OF: May 8, 2012 **DATE SUBMITTED:** April 26, 2012

SUBMITTED BY: Jason Lutz JL **CLEARANCES:** Kristine Ondrias KO

EXHIBITS: Location Map, Annexation Petition, Resolution

AGENDA MAILED TO: Lee Voelkel, 212 Clay Street, Kerrville, Texas 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

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

SUMMARY STATEMENT

Lee Voelkel (applicant) on behalf of Nathan Fox (Owner) has filed a formal petition for the annexation of a 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, located at 5263 Highway 27 and adjacent to the corporate limits of the City of Kerrville. This 9.83 acre tract is the remaining part of a 10.43 acre tract, with 0.6 acres currently inside the city limits.

This annexation application is a requirement in Article II Section B of an Economic Development Grant Agreement between Fox Tank, Inc. and the City of Kerrville, Texas Economic Improvement Corporation.

Fox Tank, Inc. is a manufacturer of production equipment in the oil and gas industry, including oilfield storage tanks and other specialty oilfield production products, and is seeking to expand its manufacturing capabilities through the purchase of land and the construction of a facility to be located within the city limits of Kerrville, Texas.

Staff has reviewed the application for annexation and found it to be complete. The Local Government Code requires Council to review and accept the petition prior to initiating annexation proceedings. Approving the attached petition and resolution will satisfy that requirement.

If the petition is accepted, the following timeline will be followed to complete the annexation process:

June 7, 2012
Public hearing and recommendation, from the Planning and Zoning Commission, for zoning.

June 26, 2012
First public hearing on the request by the City Council.

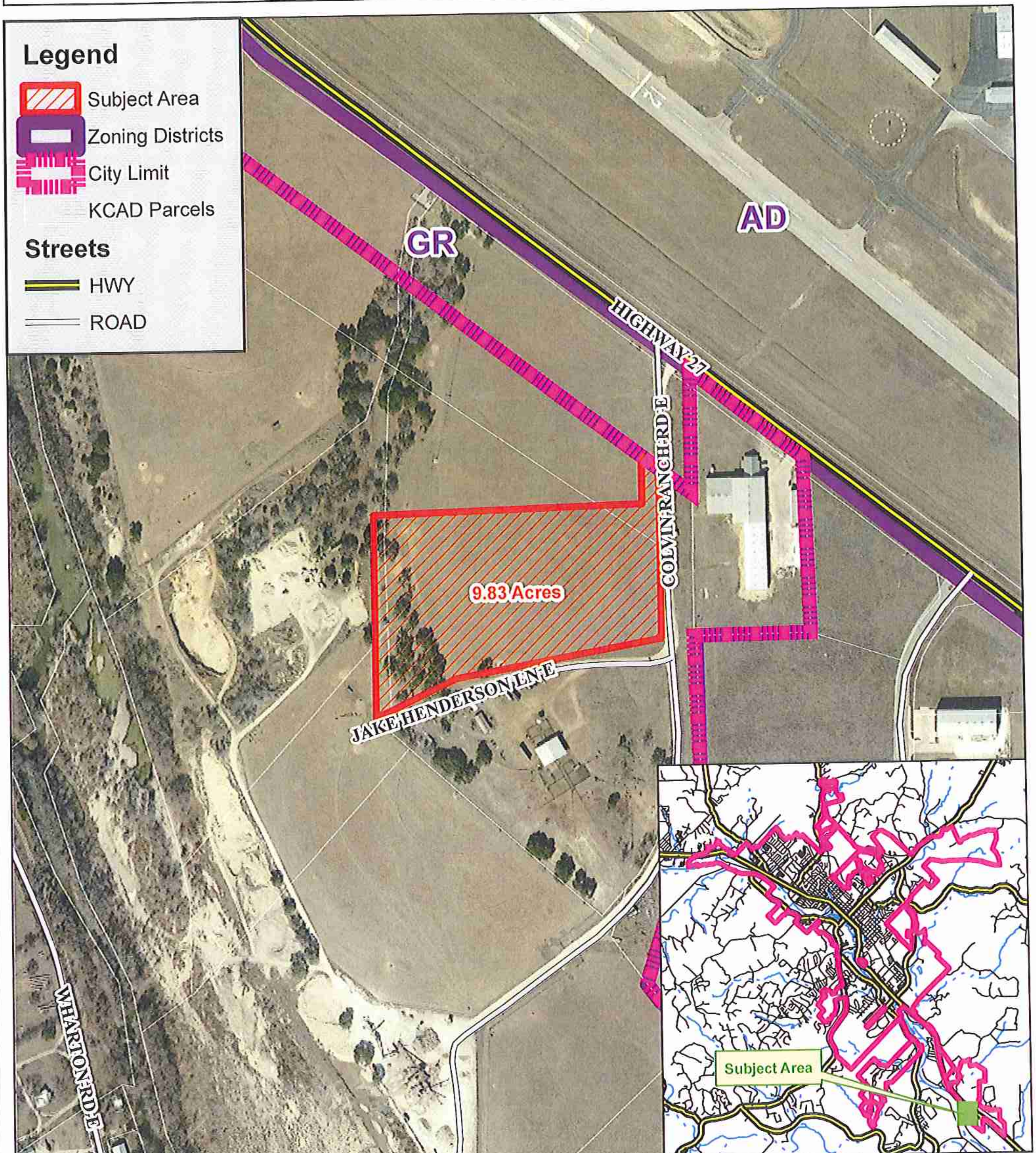
July 10, 2012
Second public hearing and first ordinance reading by the City Council.

July 24, 2012
Second and final ordinance reading by the City Council.

RECOMMENDED ACTION

1. Accept the petition, approve the resolution, and direct staff to initiate the annexation process as outlined above.

Case #2012-007 Petition for Annexation Aerial Map



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

0 100 200 400 Feet

1 inch = 400 feet

N W E S

CITY OF KERRVILLE DEVELOPMENT SERVICES DEPARTMENT
MASTER APPLICATION *

PROPERTY INFORMATON: (*Please* **PRINT** *or* **TYPE** *for all permits*)

Project Address State Hwy. 27 Nearest Intersection Hwy 27/Airport Loop Rd.

Minor Plat/Subdivision ____ Lot ____ Block ____

Zoning Districts ____ Comprehensive Plan Designation ____

OWNER/APPLICANT INFORMATION: (*Please* **PRINT** or **TYPE**: *For all permits*)

Applicant/Authorized Agent Lee Voelkel Phone 257-3313 FAX 257-3377

Email Address: lee@kerrcountysurveyor.com

Mailing Address 212 Clay City Kerrville State TX Zip 78028

Property Owner Nathan Fox Phone 792-0770 FAX ø

Email Address: clora@foxtankcompany.com

Mailing Address 117 Airport Commerce Pkwy City Kerrville State TX Zip 78028

Transaction Code: 840.01-6236

- [X] Annexation (*2 copies /2 petitions*) — No Fee
- [ ] Administrative Appeal — $150
- [ ] Preliminary Site Plan(15 copies) — No Fee
- [ ] Final Site Plan (15 copies) — No Fee
- [ ] Concept Plan (15 copies) — $500

Attach completed checklists for all projects

- [ ] Preliminary Plat (*15 copies*) *$300 + $20/lot or $10/acre (which ever is greater)* ____
- [ ] Final Plat (*15 copies*) *$150 + $10/lot* ____
- [ ] Preliminary Minor Plat (*15 copies*) *$150 + 10/lot* ____
- [ ] Final Minor Plat (*15 copies*) *$150 + 10/lot* ____
- [ ] Replat (15 copies) *$150 +10/lot* ____

For plats in the ETJ:
(Payment due at the time of final plat, $200.00 per lot)

- [ ] Parkland Fee (East) 08-6242 ____
- [ ] Parkland Fee (West) 08-6243 ____

Owner's Affidavit Required for: *(Must attach to this Master Application Form)*

- [ ] Conditional Use Permit (CUP) Request 840. 01-6236 $300 ____
- [ ] Variance Request 840. 01-6236 $150 ____
- [ ] Planned Development District Request 840 .01-6236 $300 ____
- [ ] Zoning Change Request 840. 01-6236 $300 ____
- [ ] Comp. Plan Amendment Request 840. 01-6236 $300 ____
- [ ] Specific Use Permit (SUP) Request 840. 01-6236 $300 ____

Please provide a basic description of the proposed project: ____

I hereby certify that I am the owner or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

~~Owners~~ Signature: [signature] Date: 04/24/12

Agent

REQUIREMENTS FOR VOLUNTARY ANNEXATION

Annexations are required to contain the following information:

1) State law and ordinance requires that a public hearing be held.
2) The property being annexed is required to request zoning at the time of application.
3) Current owner's deeds, two copies of a petition, and two copies of a boundary survey, sealed by a professional surveyor registered in the State of Texas.
4) The Planning & Zoning Commission will consider the land use and zoning in a public hearing.
5) The City Council will consider the petition to accept it after the Commission recommends the land use and zoning.
6) City of Kerrville Fire, Police, Solid Waste, Code Enforcement and Zoning powers will prepare a service plan for provision of service.

Complete

- [x] Two signed sealed boundary surveys.
- [x] The current owner's deed, and recording information
- [x] Two copies of the annexation petition. (See Development Services for a copy).

I have read and understand in its entirety and understand that the requirements of annexation are subject to the terms and conditions therein. This annexation checklist is used to insure compliance with local ordinances and in some instances the City may require additional information for approval. An endorsement of this application checklist by the applicant shall be acknowledgment that all of the items on the above list have been reviewed and.

Project: Fox Tank Date: 04/24/12

Owner or Engineer/Surveyor with address: Lee Voelkel 212 Clay, Kerrville

Signature: LVoelkel

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. _____-2012

A RESOLUTION GRANTING A PETITION REQUESTING THE ANNEXATION OF AN APPROXIMATELY 9.83 ACRE TRACT OUT OF THE F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280, WITHIN KERR COUNTY, TEXAS, AND CONSISTING OF THE PROPERTY ADDRESSED AS 5263 HIGHWAY 27; AND ORDERING THE PREPARATION OF AN ANNEXATION ORDINANCE

WHEREAS, on April 24, 2012, the owner of an approximately 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and more commonly known as 5263 Highway 27, filed a petition with the City pursuant to Texas Local Government Code Section 43.028 and requested the annexation of the property; and

WHEREAS, having considered the petition and hearing the recommendation from City staff, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to grant said petition and to initiate the annexation process, which includes the preparation of an ordinance annexing the subject property;

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

SECTION ONE. The petition requesting annexation of an approximately 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and consisting of the property addressed as 5263 Highway 27, and more fully described in said petition, a copy of which is attached as **Exhibit A,** is granted.

SECTION TWO. City staff is directed to initiate the annexation process and to prepare an ordinance annexing the subject property described in the above-referenced petition.

PASSED AND APPROVED ON this the _____ day of ______________, A.D., 2012.

____
David Wampler, Mayor

ATTEST:

____
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

T:\LEGAL\DEVELOPMENT SERVICES (PLANNING)\ANNEXATION\RESO\GRANT PETITION_FOX TANK_042912.DOC

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE E. RODRIGUEZ Survey, Abstract Number 270, KERR COUNTY TEXAS

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

Fox Tank Company is the sole owner of an approximately 9.83 acre tract of land located adjacent to the incorporated limits of the City of Kerrville which is out of the Survey No. 72 Abstract No. 270 Kerr County, Texas, and is more particularly described as follows:

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

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

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

SUBMITTED THIS 24th day of April, 2012.

By: R. Nathan Fox
Legally authorized signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF KERR §

This instrument was acknowledged before me on the 24th day of April 2012, by R. Nathan Fox for and on behalf of Fox Tank Company.

Dora Gonzalez
NOTARY PUBLIC, STATE OF TEXAS

DORA GONZALEZ
MY COMMISSION EXPIRES
March 29, 2013

Printed Name: DORA GONZALEZ

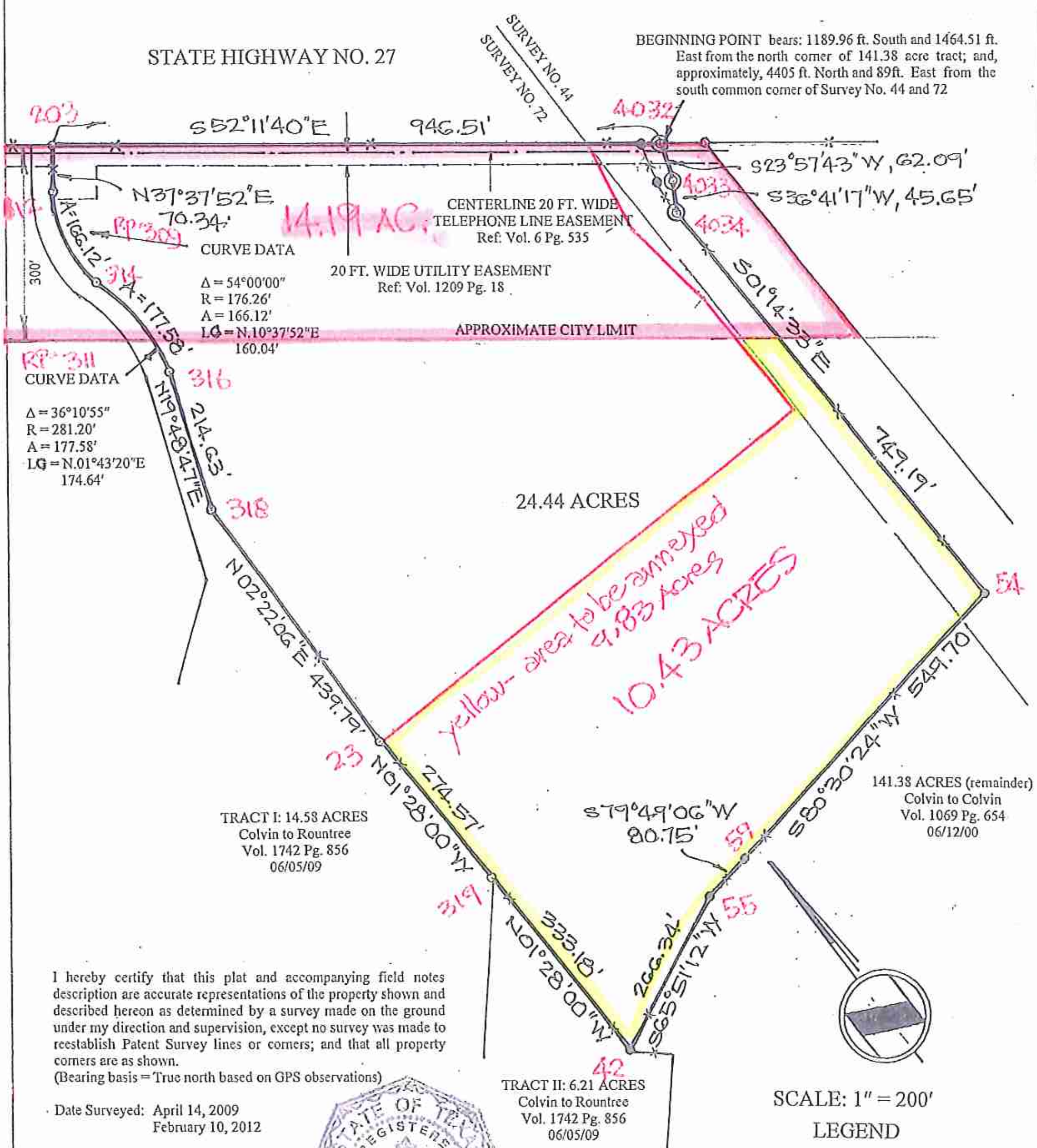
My Commission Expires: 03-29-2013.

EXHIBIT A

SURVEY PLAT FOR 24.44 ACRES OF LAND, MORE OR LESS, OUT OF ORIGINAL PATENT SURVEYS IN KERR COUNTY, TEXAS AS FOLLOWS:

SURVEY NO.	SURVEY	ABSTRACT NO.	ACRES
44	O. V. ROBINSON	282	0.99
72	F. RODRIGUEZ	280	23.45

PART OF A CERTAIN 141.38 ACRE TRACT CONVEYED FROM R.B. COLVIN TO RICHARD B. COLVIN, ET UX BY A CASH WARRANTY DEED EXECUTED THE 12TH DAY OF JUNE, 2000 AND RECORDED IN VOLUME 1069 AT PAGE 654 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS



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

Date Surveyed: April 14, 2009
February 10, 2012

Dated this 21st day of February, 2012

Lee C. Voelkel

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

STATE OF TEXAS REGISTERED LEE C. VOELKEL 3909 PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 200'

LEGEND

○	found ½" iron stake
◎	set ½" iron stake
●	fencepost
—×—	fence

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 9.83 ACRES OF LAND OUT OF THE FOX TANK COMPANY PROPERTY ALONG STATE HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 9.83 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows:

Survey No.	Survey	Abstract No.	Acres
44	O. V. Robinson	282	0.56
72	F. Rodriguez	280	9.27

part of a certain 10.43 acre tract conveyed from Heath M^{c}Gehee, et ux to Fox Tank Company by a Special Warranty Deed with Vendor's Lien executed the 10th day of April, 2012 and recorded in File No. 12-2266 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost for the southeast corner of the herein described tract and said 10.43 acre tract; which point bears, approximately, 3563 ft. North and 53 ft. East from the south common corner of said Survey Nos. 44 and 72;

THENCE, along a fence with the south line of said 10.43 acre tract: S.80°30'24"W., 549.70 ft. to a fence anglepost; S.79°49'06" W., 80.75 ft. to a fence anglepost; and S.65°51'12"W., 266.34 ft. to a fence cornerpost in the east line of a certain 6.21 acre tract conveyed as TRACT II from Richard B. Colvin and Nancy W. Colvin to John G. Rountree by a Warranty Deed with Vendor's Lien and Reservation of Adjudicated Water Rights and Restrictive Covenants executed the 5th day of June, 2009 and recorded in Volume 1742 at Page 856 of the Official Public Records of Kerr County, Texas for the southwest corner of the herein described tract and 10.43 acre tract;

THENCE, along a fence with the common line between said 10.43 and 6.21 acre tracts N.01°28'00"W., at 333.18 ft. passing a ½" iron stake found for the northeast corner of 6.21 acre tract and the southeast corner of a certain 14.58 acre tract conveyed as TRACT I in said Colvin to Rountree deed (Vol. 1742 Pg. 856), then continuing with the common line between said 10.43 and 14.58 acre tracts for a total distance of 607.75 ft. to a fence anglepost for the westerly northwest corner of the herein described tract and 10.43 acre tract;

THENCE, with the north line of said 10.43 acre tract: N.88°45'27"E., 821.49 ft. to a ½" iron stake found for a reentrant corner of the herein described tract and 10.43 acre tract; and N.01°14'33"W., 127.20 ft. to an unmarked point for the northerly northwest corner of the herein described tract;

THENCE, upon, over and across said 10.43 acre tract S.52°11'40"E., 64.38 ft. to an unmarked point in a fence, the east line of 10.43 acre tract for the northeast corner of the herein described tract;

THENCE, along or near said fence with the east line of said 10.43 acre tract S.01°14'33"E., 499.30 ft. to the PLACE OF BEGINNING.

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

Dated this 24th day of April, 2012

W.C. Voelkel

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

STATE OF TEXAS REGISTERED LEE C. VOELKEL 3909 PROFESSIONAL LAND SURVEYOR

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

6C. Joint meeting with the economic improvement corporation, set date and topics of discussion. (staff)

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

SUBJECT: Discussion concerning a joint meeting with the City Council and the Economic Improvement Corporation Board regarding future improvement projects

FOR AGENDA OF: May 8, 2012 **DATE SUBMITTED:** April 27, 2012

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS:
None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

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

SUMMARY STATEMENT

During the April 16, 2012 EIC meeting, members of the Board discussed possible future improvement projects including golf course campus and parking lot improvements, upgrades to the soccer fields and downtown Wi-Fi additions. Also mentioned were upgrades to the county owned baseball fields.

The members have requested a joint meeting with members of the city council to discuss these improvements and any other possible improvements suggested by city council.

RECOMMENDED ACTION

For discussion and provide direction to staff to proceed with scheduling a joint meeting.

Agenda Item:

7A. Report from TxDOT on future road work on State Highway 173. (TxDOT)

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

SUBJECT OF REQUEST: Pavement Marking Changes SH 173

AGENDA DATE: May 8, 2012 DATE SUBMITTED: April 30, 2102

REQUESTED/SUBMITTED BY: Michael A. Coward, P.E. PHONE: (830) 257-8444
ORGANIZATION REPRESENTING: Texas Department of Transportation (TxDOT)
MAILING ADDRESS: 1832 Sidney Baker, Kerrville, TX 78028

EMAIL ADDRESS: michael.boyd@txdot.gov

EXHIBITS/INFORMATION: Yes.

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

IF YES, STATE AMOUNT REQUESTED: $____________

DESCRIPTION OF REQUEST

Our purpose is to discuss the TxDOT preventative maintenance project on SH 173 (Medina Highway) this Summer from SH 16 to Camp Meeting Creek. The work will consist of Seal Coat which is an application of asphalt and aggregate, and new pavement markings.

TxDOT is considering modifying the pavement markings on this section of SH 173 from it's current configuration of 4 lanes to 3 lanes and shoulders. This would provide a continuous two-way left turn lane for the majority of this section of roadway and a striped shoulder that would provide an area for the bicycle traffic.

We would like to discuss the potential benefits of this change as well as the potential drawbacks.

History:
TxDOT has reviewed the traffic crash data and 60% of the traffic crashes are rear end crashes when a driver slows down to make a left turn into a business or street and gets rear ended while attempting to making the left turn.

RECOMMENDED COUNCIL ACTION

NONE

Agenda Item:

7B. Water resources report. (staff)

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

SUBJECT: Water Resources Report

FOR AGENDA OF: 5/8/12 **DATE SUBMITTED**: 4/24/12

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

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

RECOMMENDED ACTION

Information and discussion.

Agenda Item:

7C. Second quarter performance report. (staff)

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

SUBJECT: Kerrville Second Quarter Performance Report

FOR AGENDA OF: May 8, 2012 **DATE SUBMITTED**: April 26, 2012

SUBMITTED BY: Mike Erwin
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: 2nd Quarter Performance Report
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

The City of Kerrville staff will provide to Council information on the departments' performance measures as stated in the FY 2012 Approved Budget.

RECOMMENDED ACTION

No action required; information purposes only.

General Fund

Departments	Program	Priority: Dept Priority	Priority: Council Priority	Performance Measures: Measures	2009	2010	2011	FY2012 Benchmark	FY2012 - Q1 (Oct-Dec) YTD	FY2012 - Q2 (Jan-Mar) YTD	FY2012 - Q2 Program Cost YTD	FY2012 - Q2 Department Cost YTD
City Secretary	City Secretary	9.500	9.7	Agendas/Meetings/Minutes	62	59	66	66	12	26	$28,684	$28,684
				Open Records Requests Processed	47	149	129	135	23	31		
				Election Held	1	1	1	1	0	0		
				Additional Documents Maintained	223	160	120	130	27	29		
				Time Spent on Customer Service (hours)	832	1,040	1,248	1,200	308	332		
City Attorney	General Counsel	9.188	8.7	Open Records Requests	n/a	105	52	100	n/a	Data not Available	Data not Available	$60,452
				Ordinances Drafted or Re-Written	n/a	25	20	25				
				Resolutions	n/a	95	35	50				
				Contracts/Professional Services Agreements	n/a	114	66	100				
				HOT Contracts	n/a	13	13	13				
				EEOC Claims	n/a	3	5	3				
				Court Days	n/a	76	64	80				
				Bench Trials	n/a	22	29	25				
				Failure to Attend	n/a	144	107	125				
				Compliance dismissals and deferrals	n/a	864	959	900				
	Prosecution	9.438	6.7	n/a	n/a	n/a	n/a		n/a	Data not Available	Data not Available	
	Special Services	8.563	5.3	n/a	n/a	n/a	n/a		n/a	Data not Available	Data not Available	
City Administration	City Administration	9.688	9	Accuracy Of General Fund Rev (Budget/Actual) ($ Millions)	21.9/21.1	21.6/19.5	20.1/20.4	20.65	20.65/6.87	20.65/14.17	$59,093.36	$90,913
				Accuracy Of General Fund Exp (Budget/Actual) ($ Millions)	22.5/21.1	23.3/21.1	20.1/19.7	20.25	20.25/4.93	20.25/9.61		
				Total Property Tax Rate	$ 0.5500	$ 0.5625	$ 0.5625	$ 0.5625	$ 0.5625	$ 0.5625		
				Bond Rating	AA-	AA-	AA-	AA-	AA-	AA-		
	Public Information	8.000	7.3	Web Inquiries	n/a	n/a	300	400	n/a	37	$4,546	
				Web Inquiries processed within 3 business days	n/a	n/a	300	400	n/a	37		
				Number of Press Releases	93	103	96	100	n/a	42		
	Intergovernmental Affairs	8.250	4.3	n/a	n/a	n/a	n/a	n/a	n/a	6	$27,274	
Human Resource	HR Management	9.313	7.3	Negotiated benefits program rate per employee per year	$ 8,950	$ 8,950	$ 7,800	$ 6,800	$ 6,800	$ 6,800	$21,163	$68,191
				Competitive salaries at 50% of benchmark cities	100%	100%	100%	100%	100%	27%-45%		
				Average employee merit increase	3.45%	3.09%	0.00%	0.00%	0.00%	0%		
				Average salary per employee	n/a	n/a	n/a	n/a	17.91	17.91		
	Risk Management	9.375	6.7	Property & Liability Claims Reduced	n/a	0	2	2	-6	6	$28,217	
				Number of Property & Liability Claims Processed	22	22	20	17	11	10		
				Workers Compensation Claims Reduced	n/a	10	2	n/a	2	-8		
				Number of Workers Compensation Claims Processed	38	28	26	25	4	$ 15		
	HR Support Services	8.188	7	Number of New Employee Processed	61	62	55	60	15	$ 10	$18,811	
				Number of applications received	1661	831	888	1100	137	$ 448		
				Actual number of Employee Leaving COK employment	71	64	64	n/a	10	$ 14		
				Turnover Rate (%)	16.40%	13.90%	13.00%	13.00%	3.25%	$ 0		
Finance	Budget	9.438	9	Receive budget award from GFOA	Y	Y	Y	Y	N	Y	$12,521	$84,005
				Submitted balance budget to council	Y	Y	Y	Y	n/a	n/a		
				Actual Revenue over Budget (%, General Fund Only)	-8.69%	-9.18%	1.57%	0.00%	-0.29%	0.70%		
				Actual Revenue ($, millions)	$ 21.10	$ 19.50	$ 20.40	$ 20.65	$ 6.87	$ 7.30		
				Actual Expenditure over Budget (%, General Fund Only)	-6.22%	-9.44%	-1.80%	0.00%	-1.51%	-1.15%		
				Actual Expenditure ($, millions)	$ 21.10	$ 21.10	$ 19.70	$ 20.25	$ 4.93	$ 4.83		
				General Funds Unassigned Fund balance	18.42%	12.73%	18.87%	20.00%	n/a	n/a		
	Accounting	9.188	9	Complete Audited CAFR by March 31	N	N	N	Y	N	Y	$54,670	
				Dunn & Bradstreet Score	n/a	75	78	85	80	80		
				Purchased Orders Processed	9504	8090	6573	6500	1209	1279		
				Total Dollar Spent on POs ($)	$20,885,897	$23,777,414	$23,014,770	n/a	$5,532,252	$4,605,437		
	Treasury	8.500	7.7	Total City Dollar Investment Managed ($, AUM)	$ 28,729,249	$ 29,309,455	$ 35,719,058	$ 35,719,058	$ 33,995,905	$ 38,546,083	$7,220	
				Investment Rate of Return (%, annualized)	0.71%	0.53%	0.16%	0.40%	0.18%	0.27%		
				Total City Dollar Return ($)	$ 202,633	$ 155,348	$ 58,619	$ 142,876	$ 15,667	$ 26,138		
				6 - Month Treasury (as of end of period)	0.20%	0.19%	0.08%	0.15%	0.06%	0.15%		
				Weighted Average Maturity (WAM, days)	228	60	35	50	27	43		
				Compliance with TX PFIA and City Investment Policy (%)	n/a	100%	100%	100%	100%	100%		
				Estimated Private Sector Cost of Investment (1% of AUM)	$ 287,292	$ 293,095	$ 357,191	$ 357,191	$ 84,990	$ 96,365		
	Purchasing	8.813	7.3	Total Purchase on P-Card	$ 619,038	$ 664,494	$ 901,404	$ 1,500,000	$ 448,792	$ 421,598	$9,594	
				Rebate Received on P-Card purchases	$ -	$ -	$ -	$ 8,250	$ -	$ -		
				Department Compliance with Purchasing Policy	n/a	n/a	100%	100%	100%	100%		
				Total Revenue and Cost Savings from Purchasing Operations	n/a	$ 27,529	$ 75,756	n/a	$ 10,446	$ 9,500		

Information Technology	Technology Support	8.375	7.7	Total number of IT support request responded to successfully	3103	3224	3461	n/a	796	900	$38,528	$178,464
				Critical - Reponses within 1 hr., resolution within 2 hrs.	54%	69%	54%	90%	89%	95%		
				High - Response within 2 hrs., resolution within 4 hrs.	61%	61%	60%	90%	77%	76%		
				Normal - Response within 4 hrs., resolution within 2 days	80%	80%	77%	90%	82%	84%		
	Network and Application Infrastructure	8.375	7.7	Percentage of time network infrastructure is available	99.0%	99.8%	98.8%	99.0%	98.8%	99.5%	$114,790	
				Percentage of time Tier 2 and above systems are available	n/a	n/a	n/a	99	98.9%	99.2%		
				Number of viruses quarantined and removed	n/a	n/a	n/a	120	61	58		
	Data Management, Backup, and Recovery	8.500	7.7	Percentage of Successful Backup	95.0%	98.0%	99.0%	100.0%	99.5%	99.8%	$9,223	
				Amount of Data Stored on City Servers	n/a	n/a	8.8	9.2	9.2	9.3		
	Communication Systems	8.563	7.3	Monthly Expense to Broadcast Public Meetings	1290	1290	1290	1290	1160.9	1205.5	$15,923	
				Percentage Unified Communication System is Available			99.80%	99.00%	99.80%	100.00%		
				Percentage Email System is Available	99.20%	99.40%	99.80%	99.00%	100.00%	100.00%		
				Average Monthly Hits to City Website	59,875	51,614	53,045	55,000	41,712	54,765		
Municipal Court	Case Management	9.313	7	Cases Filed within 24 hours of citation receipt	100%	100%	100%	100%	100%	100%	$60,767	$83,242
				Number of cases filed	6897	7120	7476	7644	1184	1711		
				Warrants issued within 30 days of failure to appear	88%	85%	67%	85%	82%	85%		
				Warrants served within 60 days of issuance	29%	41%	38%	50%	38%	34%		
	Collection Services	9.250	6.3	Total Fees Collected	$ 735,825	$ 767,567	$ 891,965	$ 775,277	$ 158,151	$ 236,506	$22,475	
Parks & Recreation	Parks & Rec - Parks Maintenance	8.875	8	Grounds/Facility Maintenance Cost per acre	3,231	2,214	2,269	2,118	2,118	Data not Available	$166,389	$297,096
				Building Maintenance Cost - % of total O&M budget	22%	25%	24%	20%	20%	Data not Available		
				# of Rentals in Parks (excludes KSP)	450	663	650	650	20	Data not Available		
				Maint. Staff Availability (in staff hours/year)	3,452	27,144	25,056	26,100	26,100	Data not Available		
	Kerrville Schreiner Park	8.313	7.3	% OF Expenditures Covered by Revenues	83.00%	72.00%	84.00%	89.00%	56.00%	Data not Available	$85,833	
				# Permits/Reservations	11,228	10,523	11,000	11,000	571	Data not Available		
				Grounds/Facility Maintenance Cost per acre	$ 856	$ 719	$ 548	$ 575	$ 575	Data not Available		
	Recreation	7.563	6.7	% Direct Expenditures Covered by Revenues	20%	22%	50%	50%	4%	Data not Available	$29,881	
	Aquatics	7.250	6.7	Avg. Daily Attendance - Olympic Pool	300	240	210	210	0	Data not Available	$8,269	
				Swim Lessons - Total Registrants	247	245	250	250	0	Data not Available		
				Days of Operation - Olympic Pool	48	56	52	52	0	Data not Available		
				Days of Operation - Carver Spray Ground	0	116	184	183	9	Data not Available		
	Tennis	6.438	5	Daily Fees	$ 6,014	$ 4,156	$ 4,500	$ 5,000	$ 1,181	Data not Available	$6,724	
				Annual Fees	$ 5,430	$ 6,375	$ 6,750	$ 7,000	$ 1,050	Data not Available		

Police	Dispatch	9.938	9	Response time to dispatch emergency calls (min)	2.55	2.44	2.47	2.44	2.66	3.31	$214,227.70	$1,140,500
				Response time to dispatch all calls (min)	3.5	3.29	3.28	3.3	3.73	3.13		
				All calls handled by dispatch (all KFD & KPD)	30,818	34,495	35,000	34,500	7,958	8,379		
				911 Calls transferred to other agency(s) (%)	11%	10%	17%	15%	20%	19%		
	Patrol	9.813	9	Total Priority 1&2 (P1/2) emergency calls responded to	5,063	4,395	5,789	5,808	1,867	1,818	$670,652.10	
				Average arrival time from dispatch to P1/2 calls (min)	4.35	4.39	4.27	4.27	4.51	4.27		
				Total call for service responses	17,461	16,878	19,298	19,716	3,754	3,584		
				Total in-custody arrest reports generated	2,353	2,232	2,434	2,635	403	389		
				Reports generated from crimes and emergency response	4,333	4,923	4,527	4,838	767	857		
				Citations Issued	5,972	6,257	6,967	7,246	1,041	1,596		
				Accident Investigations Completed	768	716	632	592	159	135		
	Investigations & Property/Evidence	9.563	7.3	Reactive Criminal Investigations completed	1116	971	1000	900	256	210	$123,283.92	
				Case Load per Reactive Investigator	97 (2.25 Inv)	87 (2.25 Inv)	80 (2.5 Inv)	225 (4 Inv)	64	52.5		
				Clearance Rate for Reactive Investigations	47.50%	43%	54.70%	62.00%	72.97%	49.05%		
				Proactive Criminal Investigations completed	219	196	200	200	59	55		
				Case load per Proactive Investigator	223 (5 Inv)	194 (5 Inv)	200 (5 Inv)	66.7 (3 Inv)	20	18.4		
				Clearance Rate for Proactive Investigations	47.50%	43%	54.70%	54.00%	100%	n/a		
				Number of Evidence Items Processed and Stored	2996	2395	2500	2500	1007	1178		
	Administration	9.000	7.3	Major Crimes per 1,000 population		29.26	29.21	n/a	7.82	6.57		
	Records	9.125	6.7	Number of Reports Processed	5380	4687	4687	4284	923	887	$26,154.28	
				Completed request for information	84	98	98	90	23	26		
				Subpoenas and court orders processed	31	31	31	31	57	71		
				Request made from RMS vendor support	36	36	36	36	73	81		
	Recruitment & Training	8.875	6.3	State mandated training files maintained and updated	73	69	69	69	68	69		
				Training class conducted by KPD	44	31	47	40	13	10		
				Number of officers trained by KPD	292	376	458	450	150	116		
				Number of Employee Applications Processed	n/a	32	36	80	18	38		
	Community Service	8.188	3.7	Community outreach programs conducted	n/a	n/a	60	60	16	14	$34,899.71	
				Hours epended in media relations	n/a	400	452	425	101	125		
				Citizen Police Academy completed	2	2	2	2	1	0		
				Citizen Police Academy Attendees Graduated	46	46	42	40	19	0		
	School Resource Officer	8.313	3.7	Calls for service on KISD campus	n/a	163	198	250	49	74	$71,282.70	
				Offense committed at KISD campus	n/a	92	69	150	35	40		
				Arrest made from investigations at KISD campus	n/a	21	32	32	5	11		
Fire	Fire Suppression	9.750	10	Fire Responses	n/a	557	555	550	149	103	$510,422.15	$984,119
				> City Response Time (min)	n/a	3.8	4	<5	4.1	4.6		
				> Co. 1st Response Area Time (min)	n/a	7.4	8	<8	8.4	8.5		
				> Other County Area Response Time (min)	n/a	13.2	15.5	<13	10	12.2		
				1st Response Medical	n/a	1819	1830	1750	459	489		
				> City Response Time (min)	n/a	3.7	2.1	<5	3.6	3.8		
				> Co. 1st Response Area Time (min)	n/a	6.2	3.1	<8	5.9	6.3		
				> Other County Area Response Time (min)	n/a	7.2	2.7	<13	5.0	4.8		
				Other County Area Response Time (min)	n/a	13.2	15.5	<13	10	12.2		
	Field EMS	9.750	10	City Response Time for Priority 1 & 2	n/a	5.7	5	<5	4.9	n/a	$386,249.98	
				County Response Times for Priority 1 & 2	n/a	11.5	11.6	<13	11.4	n/a		
				City Responses	3,087	3,068	2,928	3,100	770	784		
				County Responses	1,321	1,380	1,537	1,400	350	364		
				EMS Transfers	1,087	1,010	1,131	1,030	278	218		
	Fire Marshal	8.875	6.3	Inspections & Plan Review	n/a	326	350	400	92	133	$10,508.50	
		8.500	6.3	Investigations	30	34	30	30	7	7		
	EMS Billing	9.000	7	Total Number of Billable Patients	n/a	4,913	4,986	n/a	1,269	1,233	$8,832.67	
				Total Billable ($ millions)	n/a	$ 3.38	$ 3.92	n/a	$ 0.98	$ 1.00		
				Total Collected ($ millions)	n/a	$ 1.79	$ 1.90	n/a	$ 0.49	$ 0.51		
				Collection Rate	n/a	80%	79%	79%	80%	81%		
	Administration	8.938	6.7	Continuing Education/Training (hours)	n/a	16262	16355	n/a	4926.5	4297	$68,105.20	
				Review/Update Emerg Mgmt. Annexes	n/a	7	8	n/a	0	0		
				Wellness/Fitness	n/a	24	24	n/a	0	0		
	Community Services	7.375	3.7	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$0	

Development Services	Planning	8.438	8	Commercial Permit Review in 21 days	100%	100%	100%	100%	100%	100%	$55,159	$156,016
				Residential Permit Review in 14 days	100%	100%	100%	100%	100%	100%		
				Board Review within Six Weeks	100%	100%	100%	100%	100%	100%		
				Planning Case Load	53	54	45	55	47	54		
	Compliance	9.000	7.3	Total Inspections by Division	2500	2650	2100	2300	578	546	$33,793	
				Respond to Code Complaints in one business day	100%	95%	80%	80%	100%	100%		
				Follow up with defined action in 10 days	100%	100%	100%	100%	100%	90%		
	Inspections	9.188	7	Commercial Permit Review in 21 days	88%	95%	100%	90%	100%	100%	$73,536	
				Residential Permit Review in 14 days	90%	100%	100%	100%	100%	100%		
				Next Day Inspections	87%	99%	98%	100%	100%	100%		
				Life Safety/Fire Code Inspection	n/a	n/a	60	300	97	111		
Business Program	Business Development	7.688	4.3	Number of New Business Added	6	5	9	8	2	0	$13,059	$46,279
				Number of New Business Assisted	12	14	9	12	0	3		
				Number of EIC Projects Managed	3	3	2	3	0	1		
	Main Street	6.625	4.3	New Business Added	5	2	3	5	0	0	$22,691	
				New Jobs Created	34	4	8	10	11	0		
				Number of Event Attendees	6934	8020	8547	9225	10000	600		
	Public Affairs	7.375	4	Number of Press Releases	51	108	180	220	18	14	$10,842	
				Number of Electronic Newsletters	33	30	32	34	7	6		
				Number of Radio Interviews	23	20	19	20	9	10		
				Number of Radio Ads	32	36	38	40	102	63		
				Number of Visitor Center Contacts	827	851	860	880	361	290		
				Number of Newsprint Ads	13	14	14	15	8	6		
Engineering	Development Services	8.938	8	Number of Plan Reviews	110	56	90	110	14	11	$13,852	$91,928
				Value of Public Infrastructure Inspected for Private Development	$ 1,825,646	$ 640,776	$ 1,000,000	$ 1,500,000	$ 453,671	$ 460,826		
	CIP Management & Inspections	8.867	7.3	Value of CIP Design Contracts Managed	$ 2,190,187	$ 2,343,365	$ 2,500,000	$ 2,700,000	$ 1,198,504	$ 1,122,630	$46,173	
				Value of CIP Construction Contracts Managed & Inspected	$ 10,590,245	$ 10,749,149	$ 12,000,000	$ 11,000,000	$ 9,797,954	$ 7,270,967		
	GIS & Floodplain Management	8.600	7.3	Linear Feet of Sewer Mains Added/Updated	9,550	48,679	63,679	20,000	10,601	18,820	$13,852	
				Linear Feet of Water Mains Added/Updated	12,084	20,221	45,221	20,000	1,431	3,015		
				Floodplain Permits Issued	6	4	9	10	1	n/a		
				Special Project	20	15	30	30	n/a	n/a		
	Engineering Design Services	8.133	7.3	Value of In-House Design Services Provided	$ 80,000	$ 130,000	$ 140,000	$ 200,000	$ 1,200	n/a	$18,469	
Public Works	Pavement Management	8.867	9	Condition Index Rating	80	80	79	79	79	79	$101,484.22	$341,465
				Potholes Repaired	1,364	3,186	2,100	2,500	364	503		
				Cracked Seal Miles Repaired	5	10	15	10	2	1		
				Chip Seal Miles Repaired	5	2	3	3	0	0		
				Overlay Miles		2	2	1.5	0	0		
				Reconstructed Miles		1.2	0.75	1.2	0	0		
	Streets/ROW	9.067	8.7	Man-Hours of General ROW Maintenance	2,934	3,091	2,473	2,997	752	611	$87,416.57	
	Drainage	9.000	8	Man-hours of drainage operation and maintenance	1,913	2,892	2,900	3,000	647	801	$75,210.50	
	Traffic	8.800	7.3	Man-hours for traffic operations and maintenance	2589	2589	2589	2600	652	721	$75,791.74	
	Street Lighting	8.800	6.7	Number of Street Lights in Operations	2700	2703	2706	2709	2709	2709	$1,561.58	
				Number of Street Lights Maintenance Completed	21	16	29	n/a	5	3		
Library	Reference Transactions	7.733	7.3	Library Reference Transactions	28,052	24,564	16,575	20,000	2,558	2,296	$40,518.29	$124,203
				Internet/Electronic Resources Used	51,972	49,316	34,657	40,000	3,077	2,351		
	Circulation	8.333	7	Number of Library Materials Circulated	183,606	168,816	137,404	165,000	9,427	19,529	$83,685.17	
				Gate Count	161,458	160,401	105,592	150,000	4,383	5,284		
	Library - Children's Service	7.200	6.3	# of Programs	79	74	62	70	-	-	$0	
				# Adult Attendance	2,569	2,609	4,669	4,200	-	-		
				# Juvenile Attendance	4,523	5,784	4,300	5,500	-	-		

Water and Sewer Fund

Departments	Program	Priority: Dept Priority	Priority: Council Priority	Performance Measures: Measures	2009	2010	2011	FY2012 Benchmark	FY2012 - Q1 (Oct-Dec) YTD	FY2012 - Q2 (Jan-Mar) YTD	FY2012 - Q2 Program Cost YTD	FY2012 - Q2 Department Cost YTD
Water Records	Billing & Collection			Total Number of Payments Processed	116,200	116,650	117,000	117,300	28,154	31,275	$57,765	$115,418
				Percent of Utility Bills collected within 25 days	97%	98%	98%	98%	98%	98%		
				Total Number of Water Accounts	9,414	9,489	9,528	9,586	9,535	9,556		
				Total Number of Sewer Accounts	8,656	8,698	8,745	8,790	8,744	8,747		
				Percent Payments processed thru Electronic Billing (%)	25%	30%	33%	35%	31%	31%		
	Meter Reading			Total Number of Meters Read	114,654	114,916	115,091	115,500	29,154	28,669	$43,199	
				Total Number of Work Orders Completed	12,011	11,477	11,500	11,500	2,355	2,428		
				Percent of Work Order completed within 24 hours	100%	100%	100%	100%	100%	100%		
				Total Volumne of Water Sold (in '000 gallons)	1,308,127	1,096,606	1,323,706	1,300,700	315,780	198,301		
	Inventory and Purchasing			Total Number of Order Request Processed for W/S Depts	n/a	n/a	360	360	96	76	$14,455	
				Percent of Order Request completed within 30 days	n/a	n/a	98%	98%	98%	98%		
				Total Number of Inventory Items Maintained	n/a	n/a	928	928	908	908		
				% Inventory items available within 10 business days	n/a	n/a	90%	90%	90%	90%		
Public Works - Utility Division	Utility Admin			n/a	n/a	n/a	n/a	n/a	n/a	n/a	$53,668	$1,075,013
	Water Production			Average daily water distributed (MGD)	4.011	4.475	3.837	4.000	2.963	3.181	$318,666	
				Peak Day (MGD)	6.11	7.37	6.34	n/a	3.63	3.806		
				Lowest Safe Operating Capacity (MGD)	5.24	5.24	4.61	n/a	4.61	4.610		
				Total Unaccounted for Water Loss (MG)	300	275	269	n/a	10	60,847		
				Water Stored in ASR System (MG)	436	660	638	n/a	602	723,397		
	Water Reclamation (Sewer)			Average daily wastewater treatement (MGD)	2,134	2.383	2.032	2.200	2.0485	2.1168	$460,879	
				Total footage of collection lines maintained (ft)	n/a	n/a	n/a	n/a	47520	64859		
				Total number of lift stations maintained	n/a	n/a	n/a	n/a	26	26		
	Utility Construction			Man-hours for utility system maintenance and construction	13,250	15,250	14,250	14,250	4,680	4,320	$172,233	
				Number of water leak repairs completed	n/a	n/a	n/a	n/a	354	61		
				Number of fire hydrant maintenance	n/a	n/a	n/a	n/a	76	330		
				New Utility installation completed	n/a	n/a	n/a	n/a	77	24		
	Laboratory			Number of Tests completed	7,608	8,660	8,100	8,100	2,979	3,173	$69,566	

Agenda Item:

7D. Budget and economic update. (staff)

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: May 8, 2012 **DATE SUBMITTED**: April 26, 2012

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 MAY 1, 2012

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	8.20%	8.30%	8.90%	↔	March
Consumer Confidence	70.2	71.6	63.8	↔	March
1 year T-Bills	0.19%	0.17%	0.19%	↔	5/1/12
State					
Monthly Unemployment	7.00%	7.20%	7.90%	↓	March
Monthly Sales Tax	$1,874.1m	$2,007.8m	$1,603.8m	↑	March
Local					
Monthly Unemployment (Kerr Co.)	5.80%	5.90%	6.40%	↓	March
Median Listing Price	$219,500	$220,000	$210,000	↔	4/17/12
Monthly Sales Tax	$371,721	$373,672	$315,508	↑	April
Monthly EIC Tax	$185,835	$186,812	$157,729	↑	April
Monthly HOT	$88,115	$49,037	$75,062	↑	April

	FY12 Budget	FY12 as of 3/31/2012	FY12 % Received	FY11 as of 3/31/2011	FY11 % Received
General Fund					
Tax Revenue	$14,501,600	$11,016,012	75.96%	$10,841,572	74.02%
Property Tax	$7,900,000	$7,680,173	97.22%	$7,732,115	95.46%
Sales Tax	$4,550,000	$2,574,560	56.58%	$2,334,695	51.88%
Permits & Fees	$323,980	$148,516	45.84%	$168,900	41.97%
Intergovernmental	$1,173,000	$801,830	68.36%	$371,852	52.59%
Service Revenues	$2,571,246	$1,216,737	47.32%	$1,227,363	47.60%
Grant Revenue	$26,500	$17,359	65.51%	$17,515	77.60%
Fines & Forfeitures	$488,310	$250,610	51.32%	$300,980	63.00%
Interest & Misc.	$317,770	$92,707	29.17%	$229,912	97.68%
Transfers In	$1,250,000	$625,000	50.00%	$500,000	50.00%
Total General Fund	$20,652,406	$14,168,771	68.61%	$13,658,094	68.05%
Total General Fund Expenditures	$20,252,133	$9,616,116	47.48%	$9,677,586	48.22%
Water/Sewer Fund					
Water Sales	$4,404,842	$1,912,876	43.43%	$2,273,767	51.68%
Sewer Sales	$3,746,176	$1,841,160	49.15%	$1,739,046	46.25%
Other Revenue	$735,226	$366,504	49.85%	$449,990	57.53%
Total Water & Sewer Fund	$8,886,244	$4,120,540	46.37%	$4,462,804	49.91%
Total W&S Fund Expenditures	$10,559,460	$5,743,430	54.39%	$4,532,295	50.04%
Expenditures less $1,750,000 transfer		$3,993,430			

Agenda Item:

8A. Appointment to the main street advisory board. (staff)

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Appointment to the Main Street Advisory Board

FOR AGENDA OF: May 8, 2012 **DATE SUBMITTED**: May 3, 2012

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

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

SUMMARY STATEMENT

Consider appointment to the following board:

Main Street Advisory Board: One term to expire on January 31, 2014 due to the resignation of Kacy Smith.

RECOMMENDED ACTION

Consider appointment.

MAIN STREET ADVISORY BOARD

	Telephone	Orig. Appt.	Re-Appt. Date	Exp. Date
RAIN, SCOTT Chairman 106 Bowie	459-1156 (H) 257-8588	01-25-11		01-31-13
SCHNEIDER, RICH Vice Chairman 105 Whitetail Rd.	370-4876 (H) 257-7373 (O)	01-25-11		01-31-13
BRASWELL, SHELBY 260 Thompson Dr. #3	896-4100 (O) 377-5509 (H)	03-13-12		01-31-13
CLANTON, TAMMI 3340 Loop 534	792-7456 (O) 459-5752 (H)	01-24-12		01-31-14
COBBS, STAN 1010 Linda Joy	895-8771 (O) 895-8771 (H)	01-24-12		01-31-14
FRY, LEE 120 Victoria Drive	367-7109 (H)	01-27-09	01-25-11	01-31-13
MIZE-JUGERT, JANET 1210 Harper Road	210-705-6702 (O) 792-9600 (H)	01-24-12		01-31-14
SMITH, KACY 125 Bushwhack Rd.	792-7865 (O) 792-4788 (H)	08-10-10	1-24-12	01-31-14
YATES, AARON 317 Sidney Baker, #400	830-214-7635 (O) 377-9058 (H)	03-13-12		01-31-13

COUNCIL LIAISON:

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

CITY STAFF:

Mindy Wendele — 258-1112 (O)
715 Water Street

Powers and Duties:	To encourage participation in the Main Street Revitalization Program; to establish goals and priorities for the Main Street Program; to review design appropriateness for the purpose of participation in the main street low-interest loan program and incentive grant projects; and to advise and support the main street program manager.
Term of Office:	Two years with a maximum of two full successive terms (Bylaws)
Quorum:	Five members
Number of Members:	Nine
Absences:	Any member who miss three consecutive meetings may be replaced (Bylaws)
Meeting Time & Place:	Fourth Thursday at noon, 715 Water Street
Established by:	Resolution No. 1994-133
Revised:	April 20, 2012