

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, FEBRUARY 14, 2017, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, FEBRUARY 14, 2017, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION OFFERED BY MAYOR BONNIE WHITE

PLEDGE OF ALLEGIANCE TO THE FLAG

1. VISITORS/CITIZENS FORUM:

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

2. PRESENTATIONS AND COMMENDATIONS:

2A. Resolutions of Commendation presented to: Dwayne Downey, John Hewitt, Calvin Luck, John Priour, Charles Tremper, and Lee Underwood for serving on the Building Board of Adjustment and Appeals. (Mayor White)

2B. Proclamation proclaiming March as American Red Cross Month. (Mayor White)

2C. Police Commendation Award to Jason Beard for Police Officer of the Year Award. (staff)

2D. Recognition of Deputy City Secretary Cheryl Brown for receiving Certificate of Graduation from the University of North Texas, Texas Municipal Clerks Certification Program. (staff)

3. CONSENT AGENDA:

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

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: February 10, 2017 at 11:00 a.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

3A. Acceptance of minutes for regular meeting on January 10, 2017; joint meeting with EIC on January 23, 2017; and special meetings on January 24 and January 30, 2017. (staff)

3B. Renewal of non-exclusive license agreement with the Texas Hill Country Senior Softball League. (staff)

3C. Receive recommendation by the Main Street Advisory Board to request a probationary period with the Texas Main Street Program, and authorize staff to initiate this action. (staff)

3D. Construction contract with Corrosion Eliminators, Inc. for the Kerrville North Tank improvements project in the amount of \$247,919.00 and authorize the city manager to execute additional change orders which will not exceed a total contract value of \$300,000.00. (staff)

3E. Conveyance of a 0.44 acre tract, more or less, via general warranty deed to 521 Guadalupe Street, a series of SMRJ, LLC, a Texas series limited liability company, for land behind Palacios Del Guadalupe, 521 Guadalupe Street. (staff)

3F. Automatic Mutual Aid Fire Protection Agreement between the City of Kerrville, Texas, and Tierra Linda Volunteer Fire Department for services within Northwest Hills residential subdivision. (Staff)

3G. Agreement between the City of Kerrville and Texas First Group for interim city planner services.

4. **CONSIDERATION AND POSSIBLE ACTION:**

4A. Appointment to fill a vacancy, Kerrville City Councilmember Place Four. (staff)

4B. Resolution No. 04-2017, providing for the city's approval or disapproval of the Kerr Central Appraisal District's construction of a new office located at 212 Oak Hollow Drive and the sale of its current appraisal office located at 1836 Junction Highway. (Kerr Central Appraisal District)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: February 10, 2017 at 11:00 a.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

4C. Request by Kerrville-Kerr County Joint Airport Board to amend the Interlocal Agreement for the continued existence of a Joint Airport Board to provide management of Kerrville/Kerr County Airport with regard to staggering term limits for board members. (Bruce McKenzie, airport manager)

5. INFORMATION AND DISCUSSION:

5A. Update on activities of the Mayor's Youth Advisory Council. (staff)

6. ITEMS FOR FUTURE AGENDAS

7. 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.

8. EXECUTIVE SESSION:

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

8A. Section 551.074:

- Appointment to fill a vacancy, Kerrville City Councilmember Place Four.

9. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION, IF ANY

10. ADJOURNMENT.

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: February 10, 2017 at 11:00 a.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Resolutions of Commendation presented to: Dwayne Downey, John Hewitt, Calvin Luck, John Priour, Charles Tremper, and Lee Underwood for serving on the Building Board of Adjustment and Appeals. (Mayor White)



City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

RESOLUTION OF COMMENDATION

WHEREAS, DWAYNE DOWNEY has served as a member of the Building Board of Adjustment and Appeals with the date of service beginning September 14, 2010; and

WHEREAS, DWAYNE DOWNEY has served faithfully and dutifully on said board;

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

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

PASSED AND APPROVED, this the 14th day of February, 2017.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

Bonnie White
Bonnie White, Mayor

Stephen Fine
Stephen Fine, Mayor Pro Tem

Gene Allen
Gene Allen, Councilmember

Glenn Andrew
Glenn Andrew, Councilmember

Mary Ellen Summerlin
Mary Ellen Summerlin, Councilmember





City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

RESOLUTION OF COMMENDATION

WHEREAS, JOHN HEWITT has served as a member of the Building Board of Adjustment and Appeals with the date of service beginning August 23, 2011; and

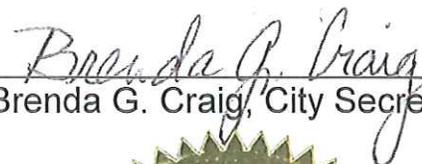
WHEREAS, JOHN HEWITT has served faithfully and dutifully on said board;

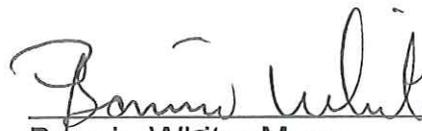
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

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

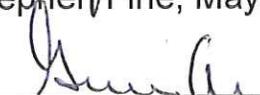
PASSED AND APPROVED, this the 14th day of February, 2017.

ATTEST:

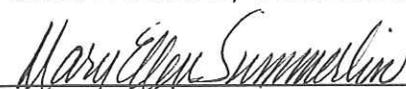

Brenda G. Craig, City Secretary


Bonnie White, Mayor


Stephen Fine, Mayor Pro Tem


Gene Allen, Councilmember


Glenn Andrew, Councilmember


Mary Ellen Summerlin, Councilmember





City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

RESOLUTION OF COMMENDATION

WHEREAS, CALVIN LUCK has served as a member of the Building Board of Adjustment and Appeals with the date of service beginning September 14, 2010; and

WHEREAS, CALVIN LUCK has served faithfully and dutifully on said board;

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

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

PASSED AND APPROVED, this the 14th day of February, 2017.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

Bonnie White
Bonnie White, Mayor

Stephen Fine
Stephen Fine, Mayor Pro Tem

Gene Allen
Gene Allen, Councilmember

Glenn Andrew
Glenn Andrew, Councilmember

Mary Ellen Summerlin
Mary Ellen Summerlin, Councilmember





City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

RESOLUTION OF COMMENDATION

WHEREAS, JOHN PRIOUR has served as a member of the Building Board of Adjustment and Appeals with the date of service beginning September 14, 2010; and

WHEREAS, JOHN PRIOUR has served faithfully and dutifully on said board;

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

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

PASSED AND APPROVED, this the 14th day of February, 2017.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

Bonnie White
Bonnie White, Mayor

Stephen Fine
Stephen Fine, Mayor Pro Tem

Gene Allen
Gene Allen, Councilmember

Glenn Andrew
Glenn Andrew, Councilmember

Mary Ellen Summerlin
Mary Ellen Summerlin, Councilmember





City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

RESOLUTION OF COMMENDATION

WHEREAS, CHARLES TREMPER, II has served as a member of the Building Board of Adjustment and Appeals with the date of service beginning September 14, 2010; and

WHEREAS, CHARLES TREMPER, II has served faithfully and dutifully on said board;

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

That **CHARLES TREMPER, II** be recognized for outstanding service as a member of the Board of Adjustment and Appeals, and that on behalf of the citizens of Kerrville as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 14th day of February, 2017.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

Bonnie White
Bonnie White, Mayor

Stephen Fine
Stephen Fine, Mayor Pro Tem

Gene Allen
Gene Allen, Councilmember

Glenn Andrew
Glenn Andrew, Councilmember

Mary Ellen Summerlin
Mary Ellen Summerlin, Councilmember





City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

RESOLUTION OF COMMENDATION

WHEREAS, LEE UNDERWOOD has served as a member of the Building Board of Adjustment and Appeals with the date of service beginning September 14, 2010; and

WHEREAS, LEE UNDERWOOD has served faithfully and dutifully on said board;

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

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

PASSED AND APPROVED, this the 14th day of February, 2017.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

Bonnie White
Bonnie White, Mayor

Stephen Fine
Stephen Fine, Mayor Pro Tem

Gene Allen
Gene Allen, Councilmember

Glenn Andrew
Glenn Andrew, Councilmember

Mary Ellen Summerlin
Mary Ellen Summerlin, Councilmember



Agenda Item:

2B. Proclamation proclaiming March as American Red Cross Month. (Mayor White)

PROCLAMATION

WHEREAS, For more than 99 years, the American Red Cross of the Texas Hill Country has been the place where citizens join together and are always willing to take care of others in situations from home fires and windstorms to flooding and man-made disasters; and

WHEREAS, The Red Cross is dedicated to training our community in CPR, first aid, disaster preparedness, and other life-saving skills; and

WHEREAS, The Red Cross is a volunteer-led organization that relies on the generosity of the American people,

NOW, THEREFORE, I, Bonnie White, Mayor of the City of Kerrville, Texas, do urge all residents of Kerr County to volunteer their time and give generously to the American Red Cross and its local office, and do hereby proclaim March 2017; as



**American
Red Cross**

MONTH



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 _____, 2017.

Bonnie White, Mayor

Agenda Item:

2C. Police Commendation Award to Jason Beard for Police Officer of the Year Award. (staff)

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

SUBJECT: Presentation of Officer of the Year Award: Officer Jason Beard - Police Commendation Award

FOR AGENDA OF: February 14, 2017 **DATE SUBMITTED:** February 3, 2017

SUBMITTED BY: Chief David Knight **CLEARANCES:** Don Davis, Interim City Manager

EXHIBITS: Nomination Document

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Officer Jason Beard is a 3 year veteran of the Kerrville Police Department and is currently assigned to the Field Operations Division as a patrol officer and has performed his duties in an exemplary manner. Since being assigned to patrol in January 2014 Officer Beard has conducted numerous investigations of criminal offenses, effected many arrests of offenders and has documented over 300 traffic enforcement contacts this past year.

Officer Beard is a Field Training Officer and has trained every new officer since July 2016. He is a proactive and aggressive field training officer and ensures his trainees participate in as many calls for service as possible. Jason is a Special Operations Unit Tactical Officer and has assisted our Special Crimes Unit on several cases.

Officer Beard is routinely designated to serve as the acting supervisor as senior officer on his shift in the absence of the shift sergeant.

Jason is active in supporting department efforts for community involvement and proactively participates in our National Night Out program each year. He volunteers one day a week at Nimitz Elementary as a mentor for at risk children. Officer Beard will often work through the night and then spend his day with these children at Nimitz.

Officer Beard's interaction with the citizens we serve promotes a positive impression of law enforcement, effectively bolstering the legitimacy of our service to our citizens. His actions daily are grounded in service to others, justice and fundamental fairness.

RECOMMENDED ACTION

Officer Jason Beard will be awarded the Kerrville Police Department Police Commendation Award for his selection as Police Officer of the Year.



City of Kerrville
Police Department
429 Sidney Baker
Kerrville, Texas 78028-5069
830-257-8181 (O)
830-792-2702 (F)

MEMORANDUM

TO: Meritorious Conduct Board

FROM: Sergeant Josh Jureczki

DATE: January 4, 2017

SUBJECT: Officer of the Year Nomination

I, Sergeant Josh Jureczki, nominate Patrol Officer Jason Beard for Officer of the Year based on the following criteria:

Performance

1. Overall performance for the year

Officer Beard has made 102 arrests and has conducted 302 traffic stops resulting in 311 documented citations. This number is inaccurately low because Officer Beard has trained many of the new officers throughout the year and did not receive recognition for their arrests.

Officer Beard is the acting supervisor in the Sergeant's absence and is an officer that many go to for assistance and guidance.

2. Commendations

Officer Beard received his Marksmanship award in 2016 after successfully passing the department firearms proficiency test three consecutive times with a 90% or above.

3. Work on special projects

Officer Beard has assisted the Special Crimes Unit when patrol assistance is needed. Officer Beard has proactively participated with the National Night Out Program that is put on by the Kerrville Police Department each year.

4. Extra police duties

Field Training Officer, Special Operations Unit Operator, and Acting Supervisor

Officer Beard has trained every new officer since July of 2016. Officer Beard is a proactive and aggressive field training officer and ensures he's trainees participate in as many calls for service as possible.

Officer Beard took on the extra duty of an operator with the Special Operation Unit in February 2016. This extra duty requires Officer Beard to attend training once a month and to successfully pass an annual physical fitness test. Officer Beard's transition on the team was very smooth as he has the tactical mindset it takes to be an operator on the team and he maintains a high level of physical fitness.

Acting Supervisor- Officer Beard serves as the acting supervisor in absence of a supervisor.

5. Civic activities

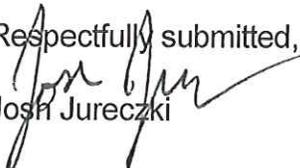
Officer Beard volunteers one day a week at Nimitz Elementary as a mentor for at risk children. Officer Beard will often work through the night and then spend his day with these children at Nimitz.

6. Attendance record

Officer Beard lives in Kerrville, Texas, is married and has one 5 month old daughter. He is always early for work, has had no unexcused tardiness and shows up to work in a positive mood and ready to work.

Officer Beard is a proactive police officer with a positive attitude and work ethic. He has become a leader to the officers around him and brings good morale to the Kerrville Police Department. Officer Beard's off duty volunteer mentoring shed's a great light on law enforcement and more specifically the Kerrville Police Department.

Respectfully submitted,


Josh Jureczki

Agenda Item:

2D. Recognition of Deputy City Secretary Cheryl Brown for receiving Certificate of Graduation from the University of North Texas, Texas Municipal Clerks Certification Program. (staff)

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

SUBJECT: Recognition of Cheryl Brown for receiving a Certificate of Graduation from the University of North Texas, Texas Municipal Clerks Certification Program

FOR AGENDA OF: February 14, 2017 **DATE SUBMITTED:** February 2, 2017

SUBMITTED BY: Brenda Craig
City Secretary

CLEARANCES: Don Davis, Interim City Manager
Mike Hayes, City Attorney

EXHIBITS: None



AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Cheryl Brown graduated from the Texas Municipal Clerks Certification Program located at the University of North Texas on January 26, 2017. The program requires over 200 hours of individual study and over 100 hours of instruction at eight two-day seminars, and successfully passing four examinations. Courses of study include municipal finance, municipal law, election law, public economics, public administration, human resource management, public and press relations, communications, office administration, and municipal court administration.

RECOMMENDED ACTION

Recognize Cheryl Brown on her becoming a Texas Registered Municipal Clerk.



TEXAS MUNICIPAL CLERKS CERTIFICATION PROGRAM
AT THE

UNIVERSITY OF NORTH TEXAS
1155 Union Circle #305067
Denton, Texas 76203-5017
(940) 565-3488 • Fax (940) 565-2012
<http://municlerks.unt.edu>



January 30, 2017

Bonnie White
and the City Council
City of Kerrville
701 Main St
Kerrville TX 78028

Dear Mayor White:

I am pleased to tell you that Deputy City Secretary Cheryl L. Brown graduated from the Texas Municipal Clerks Certification Program on January 26, 2017. Our keynote speaker for this year's graduation luncheon was Rolando Pablos, Texas Secretary of State.

The Texas Municipal Clerks Certification Program, located at the University of North Texas, is a professional development program. The program is comprised of four courses of study covering municipal finance, municipal law, election law, public economics, public administration, human resource management, public and press relations, communications, office administration, and municipal court administration. Completion of the program requires over 200 hours of individual study that includes submitting written work and successfully passing four examinations. In addition, the candidate must attend eight related seminars requiring over 100 contact hours of instruction.

The Certification Program is recognized and endorsed by Section 22.074 of the *Local Government Code*, Vernon's Texas Codes Annotated.

Congratulations to you and the city council as well as Cheryl for her accomplishments.

Sincerely,

A handwritten signature in purple ink that reads "Miriam Sheehan".

Miriam Sheehan, TRMC

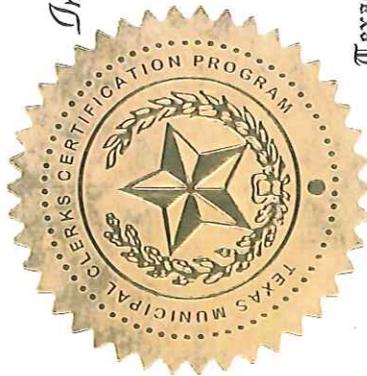
TEXAS Municipal Clerks Certification Program
at the
University of North Texas
Awards this
Certificate of Graduation
to

Cheryl L. Brown

signifying satisfactory completion of the prescribed course of study

In testimony whereof we have hereunto set our hands and the official seal.

Presented this 26th day of January, 2017



Texas Registered
Municipal Clerk No. 806
Recertification Date: 12/31/2021

Lynne Lopez
President, Texas Municipal Clerks Association, Inc.
Cheryl Brown
Chair, Certification Committee
Cheryl Brown
Education Director, Texas Municipal Clerks Certification Program

Agenda Item:

3A. Acceptance of minutes for regular meeting on January 10, 2017; joint meeting with EIC on January 23, 2017; and special meetings on January 24 and January 30, 2017. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JANUARY 10, 2017

On January 10, 2017, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor White in the city hall council chambers at 701 Main Street. The invocation was offered by Councilmember Mary Ellen Summerlin, followed by the Pledge of Allegiance led by Police Lieutenant Mary Krebs.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Glenn Andrew	Councilmember
Mary Ellen Summerlin	Councilmember

COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
------------	---------------

CITY CORE STAFF PRESENT:

Don Davis	Interim City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Sandra Yarbrough	Director of Finance
Kim Meisner	Director of General Operations
David Knight	Chief of Police
Dannie Smith	Fire Chief
Trent Robertson	City Planner
Kyle Burow	City Engineer

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

1. VISITORS/CITIZENS FORUM:

1A. Robert Naman noted the mayor represented all the people of Kerrville and was elected by a majority; two councilmembers were appointed and two were elected by plurality. If any public servant was in violation of the law it should be reported to the proper authorities. He opined that two previous staff members distorted facts regarding the reuse pond project. Council should question staff regarding the reuse pond, its cost, and financing method. Freese and Nichols were paid to design the project, and they did not provide a cost benefit analysis.

1B. Peggy McKay stated the city's debt was high compared to other cities our size and cited the State Comptroller's Office, Texas Bond Review, Texas Tribune and the city. Most of the city's debt was certificates of obligation (COs) which did not have voter approval and the projects were not needed. Most cities used general obligation bonds which required voter approval.

2. RECOGNITION:

2A. Lieutenant Phil Engstrom upon his graduation from the FBI National Academy in Quantico, Virginia, presented by Police Chief David Knight.

3. CONSENT AGENDA:

Mr. Fine moved to approve consent agenda item 3A through 3C; Mr. Andrew seconded the motion, and the motion passed 4-0:

3A. Acceptance of minutes of the regular meetings held November 8 and December 13; workshop held November 15; and special meetings held October 28, November 14, November 15, and December 15; and Kerr County workshop on flood warning system held December 20, 2016.

3B. Resolution No. 01-2017 ordering that a General Election be held on May 6, 2017, for the election of two city councilmembers; appointing election judges; adopting an electronic counting system; establishing a central counting station; appointing a central counting station manager; appointing a tabulation supervisor; appointing the central counting station presiding judge; and authorizing the early processing of ballots.

3B. Resolución No. 01-2017 que decreta que las elecciones generales se lleven a cabo el 6 de mayo del 2017 para elegir dos concejales municipales; nombrar a los jueces electorales; adoptar un sistema electrónico de conteo de votos; establecer una estación central de conteo; nombrar a un administrador(a) de la estación central de conteo; nombrar a un supervisor(a) de tabulación; designar al juez presidente de la estación central de conteo; y autorizar el procesamiento temprano de los votos electorales.

3C. Response to Texas Department of Transportation letter regarding surplus property on the northwest corner of State Highway 16 and G Street South declining offer to acquire.

END OF CONSENT AGENDA

4. ORDINANCES, SECOND AND FINAL READING:

4A. Ordinance No. 2017-01 amending the City's "Zoning Code" by changing the zoning district for an approximate 0.4832 acre tract of land located adjacent to Clay Street, between its intersections with Schreiner Street and Barnett Street, and otherwise known as 601 Clay Street; by removing the property from the 11-C Central City Zoning District and placing it within the Central Business Zoning District (CBD); containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. Mayor White read the ordinance by title only.

Mr. Fine filed a conflict of interest affidavit and recused himself from the meeting at 6:12 p.m.

Mr. Robertson noted public hearings were held on December 1 by the planning and zoning commission (PZC) and approved 5-0, and by city council on December 13 and approved 5-0. Staff recommended approval; there were no changes since first reading.

Mr. Andrew moved for approval of Ordinance No. 2017-01; Ms. Summerlin seconded the motion and it passed 3-0-1 with Councilmembers Summerlin, Andrew, and White voting in favor of the motion; no one voted against the motion; and Mr. Fine abstained due to conflict.

Mr. Fine returned to the meeting at 6:14 p.m.

4B. Ordinance No. 2017-02 amending the Comprehensive Plan for the City of Kerrville, Texas, pursuant to Chapter 213 of the Texas Local Government Code, by revising the future land use plan for an approximate 3.07 acre tract of land located adjacent to Singing Wind Drive North and between its intersections with Meadowview Lane and Loop 534 (Veterans Highway); and changing the future land use of this area from low-density residential to high-density residential. Mayor White read the ordinance by title only.

Mr. Robertson noted public hearings were held by PZC on December 1 and approved 5-0, and by city council on December 13 and approved 5-0. Staff recommended approval; there were no changes since first reading.

Mr. Andrew moved for approval of Ordinance No. 2017-02; Mr. Fine seconded the motion and it passed 4-0.

4C. Ordinance 2017-03, amending the city's "Zoning Code" by changing the zoning district for tracts of land consisting of an approximate 3.07 acres and located adjacent to Singing Wind Drive North and between its intersections with Meadowview Lane and Loop 534 (Veterans Highway), and otherwise known as the 2500 block of Singing Wind Drive North; by removing the property from the residential cluster zoning district (RC) and placing it within the 28-E zoning district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); ordering publication; and providing other matters relating to the subject. Mayor White read the ordinance by title only.

Mr. Robertson noted there were no changes since first reading, and staff recommended approval.

Mr. Fine moved for approval of Ordinance No. 2017-03; Ms. Summerlin seconded the motion and it passed 4-0.

4D. Ordinance No. 2017-04, abandoning and vacating all right, title, and interest in a public right-of-way, consisting of an unimproved portion of Meeker Street, as located between and intersecting with both Locust Street and Singing Wind Drive; being an approximate 0.19 of one acre tract of land out of the Samuel Wallace Survey No. 113, Abstract No. 347, and the Sendero Ridge Subdivision Unit 1A, a subdivision within the City of Kerrville, Kerr County, Texas, according to the plat thereof recorded in Volume 7, Page 99 of the plat records of Kerr

County; finding that said portion is not required for future use as a public street; reserving a public utility easement; making the effective date subject to certain conditions; and ordering recording. Mayor White read the ordinance by title only.

Mr. Robertson noted public hearings were held by PZC on December 1 and approved 5-0, and by city council on December 13 and approved 5-0. Staff recommended approval; there were no changes since first reading.

Mr. Fine moved for approval of Ordinance No. 2017-04; Mr. Andrew seconded the motion and it passed 4-0.

5. PUBLIC HEARING AND RESOLUTION:

5A. Resolution No. 02-2017 granting a conditional use permit (CUP) for an approximate .2181 acre tract of land located west of and adjacent to Broadway (State Highway 27); being Lot 1, Block 18 of the JA Tivy Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and otherwise known as 1217 Broadway; said tract located within the 17-C zoning district; by permitting said property to be used for business services II purposes (Refrigeration/Air Conditioning Service and Repair) as that term is defined within the City's Zoning Code; and making said permit subject to certain conditions and restrictions.

Mr. Robertson noted the current land use designation was mixed use; the applicant was not requesting to amend the base zoning district; the request was for a CUP for refrigeration/air conditioning service and repair to be located within an existing structure. The use would have little or no impact on adjacent properties and many of the surrounding property uses were non-conforming. Any additional use in the future above what was proposed would have to come back to council for consideration. He recommended approval of the CUP.

Mayor White declared the public hearing open at 6:21 p.m.; no one spoke and Mayor White closed the public hearing at 6:22 p.m.

Mr. Andrew moved for approval of Resolution No. 02-2017 approving the conditional use permit; Mr. Fine seconded the motion and it passed 4-0.

6. PUBLIC HEARING AND ORDINANCE FIRST READING:

6A. Ordinance No. 2017-05 abandoning and vacating all right, title, and interest in a portion of a public right-of-way, consisting of an unimproved portion of "H" Street, as located west of and intersecting with Water Street; being an approximate 0.396 of one acre tract of land out of the Thomas Hand Survey No. 115, Abstract No. 193, as shown on the plat of J.A. Tivy's First Addition, a plat recorded in Volume "P", Page 16 of the Real Property Records of Kerr County, Texas, and within the City of Kerrville, Texas; finding that said portion is not required for future use as a public street; making the effective date subject to certain conditions; and ordering recording. Mayor White read the ordinance by title only.

Mr. Hayes noted that a public hearing was not a legal requirement for the abandonment; however, staff chose to publish a notice and set a public hearing.

Mr. Hoppe noted the request was to abandon and vacate a right of way easement that was originally indicated on an 1890's plat; H Street was never constructed. Title research was conducted and there was no definitive ownership. Staff recommended replacing the right of way easement with several utility easements for public infrastructure located in the right of way. The well site would be dedicated on the replat of the property, and the city would continue to have access to the well from Water Street and the area south of the site. He confirmed that the city would retain the sanitary easement and drainage easement.

Mayor White declared the public hearing open at 6:28 p.m., and the following person spoke:

1. Jerry Wolff noted the property to the left and right of the city property had been cleared, and he questioned why the city's land was being cleared prior to a change of ownership?

Mr. Hoppe noted the city did not own the property that was being cleared; the property owner was clearing his own property.

Mr. Hayes noted that all the city had was the right to put a right of way through the property. The ownership of the property was not being changed.

No one else spoke and Mayor White closed the public hearing at 6:32 p.m.

Ms. Summerlin moved for approval of Ordinance No. 2017-05 on first reading; Mr. Andrew seconded the motion and it passed 4-0.

7. ORDINANCE, FIRST READING:

7A. Ordinance No. 2017-06 amending the budget for Fiscal Year 2017 to account for various changes to the city's operational budget, including additional revenues and allocations for capital improvement projects. Mayor White read the ordinance by title only.

Ms. Yarbrough noted three transactions were included in the budget amendment that would modify the existing FY17 budget to validate decisions made a year ago and accept and allocate a recent donation:

1. Purchase of 185,000 cubic feet of earthen fill material for the reuse pond, purchase to come from a general fixed asset property (landfill area) for a proprietary fund project (reuse water and pump station project). The amount of earthen fill material was based on Freese and Nichols' (FN) final design along with projected costs based on quotes from local contractors and suppliers, i.e. \$11 per cubic yard, \$2,035,000. This amendment would set up the transfer from the project fund to the general fund to pay for the purchase of the dirt.

2. Funds received by the general fund for purchase of earthen fill material for the reuse pond and pump station project was to be transferred to the general capital projects fund for future capital projects, including an indoor athletic facility.
3. A donation received from an estate to the library and allocated part of those funds for an electronic message sign at the library.

The following persons spoke:

1. George Baroody acknowledged documentation supporting the legality of transferring funds from one asset to another within the budget; however, he opined that these transactions represented a double payment for the same dirt, and this item was to pay for the indoor baseball facility at the athletic complex and was stealing \$2 million from the water/sewer (w/s) fund. He asked if the dirt being excavated on the pond site was being excavated for the berm?

Mr. Hoppe noted there were two separate land areas being excavated to accumulate the 185,000 cubic yards needed, and both areas were general fund assets. Auditors had confirmed this method was accepted accounting practice.

2. Peggy McKay stated she remembered auditors letters she had seen in the past had signatures of a person; the signatures in this issue had no one's signature, just BKD. Staff advised this was standard practice.

3. Fred Speck said it was ridiculous to charge taxpayers \$2 million for dirt the city already owned. He opined that the city could only borrow \$10 million for the project; but needed \$2 million to build a building, and if the city borrowed \$12 million it would have had to be voted on by the citizens, so the city had to keep it under \$10 million. He accused staff of running a \$2 million Ponzi scheme, sham, and kiting. Regarding certificates of obligation, House Bill 1378 stated this type of thing was not a good idea.

Council also discussed the following:

- Mayor White stated this was a clever scheme and she did not understand how the city could award a bid to MGC that included furnishing dirt for the pond berm, and fund a separate line item to purchase dirt for \$2 million. She opined that the city was purchasing the same dirt twice. She noted in a letter from Tom Spurgeon, city's bond counsel, he advised that the proceeds from the \$10 million certificates of obligation could not be used to purchase the dirt from the general government and that he had an issue with using the cash on hand to make the purchase. She questioned why Mr. Spurgeon was not in attendance. She asked why the city could not use proceeds from the \$10 million CO to purchase the fill dirt. Mayor White noted that the city was ultimately responsible for the information provided in the \$10 million bond ordinance. She questioned the origin of the \$4.2 million.

Ms. Yarbrough noted the FY2015 budget transferred \$2 million from cash; the FY 2016 budget transferred \$2,241,862 cash for the reuse project.

- Mayor White noted previous statements were made that the general fund owned the dirt, the w/s fund did not own the dirt, and one fund could not subsidize another fund because people who paid ad valorem taxes but were not on city w/s would be disenfranchised.

Council noted there were quite a few properties in city limits that did not have city water and sewer.

Mr. Burow stated the general fund owned all of the city land in that area. The city proposed to provide the soil it owned to the water/sewer fund at a discounted rate.

- Mayor White questioned if the general fund owned all of the property and the city had to purchase that dirt from the general fund, would the w/s fund have to purchase the land for the distribution lines and the pump station on the 115 acres?

Mr. Hoppe noted the city general fund purchased 209 acres where the soccer field and landfill were located. The portion where the pond was proposed was in the tract by Spur 100. The WWTP was located on general fund land and did not purchase that land from the general fund; however the WWTP did not utilize the assets, i.e. dirt, from that area for facility construction. This was not a purchase of land, it was a transfer of assets, the assets would be in the reuse water berm and could no longer be used by the general fund or sold to another entity.

- Mayor White questioned if the city had to go out for bids to purchase the dirt if the city was selling the dirt to itself?

Mr. Burow noted Freese and Nichols (FN) contacted soil suppliers in the area who could supply the quantity of soil needed, 185,000 cubic yards, which met the specifications. The standard retail market price was up to \$40 per yard. The general fund proposed to provide the dirt wholesale for \$11 per cubic yard to the utility fund. FN did a soils study and determined that the material had adequate supply of clay and soil. The contracts for the reuse project detailed what each contractor was responsible for. The plans included a designated borrow area for the clay and soil because it was available and the city would not incur additional cost associated with transporting the material and paying higher retail costs. MGC's contract included furnish and install line item, which was a procedure that included excavation, compaction, embankment, everything necessary to get the dirt out of the ground, transferred to the site, and compacted into the pond dam. The numbers varied during the estimate process because of unknowns.

- Mayor White stated the city was purchasing dirt for \$2,035,000 and transferring it into general capital project and then dedicating the funds to the indoor baseball facility.

Mayor White suggested Mr. Baroody meet with city staff and maybe MGC to go over the bid.

Ms. Summerlin noted staff had thoroughly researched the whole project and knew what they were doing, and the auditors knew what they were doing. All the ordinance was about was moving taxpayer owned assets from one line item to another; nothing was being lost.

Ms. Summerlin moved for approval of Ordinance No. 2017-06; Mr. Andrew seconded the motion and it passed 3-1 with Councilmembers Summerlin, Andrew, and Fine voting in favor of the motion and Mayor White voting against the motion.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Interlocal agreement between Kerr County, Upper Guadalupe River Authority (UGRA), and the City of Kerrville for submitting an application for a Hazard Mitigation Action Flood Warning System Grant.

Mayor White noted the city previously voted to fund \$10,000 for Phase I, of a \$50,000 engineering study for a flood warning system grant; the County participated at 40%, UGRA 40%, and City 20%. Meetings were held and 69 locations were identified in the county and 22 locations identified in the city as potential flood locations.

Kerr County Commissioner Tom Moser noted the engineering study was conducted by John Hewitt. The scope of work for the total project was not to exceed \$980,000. The 75/25 matching grant would be through FEMA and Texas Department of Emergency Management; the application had to be submitted by January 20. The proposed agreement to fund the 25% match was between three parties: County, UGRA, and City. The commissioners' court took action on January 9: 1) Approved letter agreement with GrantWorks to administrate and prepare the grant; 2) Designated John Hewitt as the consulting engineer; 3) Reviewed cost; and 4) Approved the interlocal agreement contingent upon approval by the attorneys for all parties. UGRA voted unanimously to approve the agreement at up to 40% participation or equal to the county but not to exceed 50%. The county would provide the project engineer and run the system. The purpose of the interlocal agreement was only to submit the application, it was not to implement the project. The question was, did the city want to participate and to what extent.

Council also discussed the following:

- The city's cost would be approximately \$50,000.
- City residents also pay county and UGRA ad valorem taxes. The city was already participating through county and UGRA taxes.
- City had only ½ of one crossing designated as a high water monitoring site and only one gauge.
- Flood warning system was a county-wide project. When city council approved a motion to fund the engineering study it was clear that the city was not committing to fund the project.
- If the city was not a financial participant, would the city be part of the agreement? Mr. Moser said the city probably would not be a party to the agreement.

- Was there benefit of having the city named in the grant? Mr. Moser stated no.

Mr. Andrew moved that the city not participate in the in flood warning system; Mr. Fine seconded the motion and it passed 4-0.

8B. Response to the letter from Kerr County concerning the floodplain around Third Creek.

Mayor White noted the November 15 letter received from Kerr County Commissioners' Court (KCCC) requested the City of Kerrville not submit a CLOMR concerning the 100 year floodplain in the area of Third Creek until KCCC had the opportunity to survey and verify the accuracy of the elevation in the area of the Hill Country Youth Exhibition Center (HCYEC) estimated to be 60 days.

Commissioner Letz noted the current FEMA map showed that the county's areas of concern in Third Creek were not currently in the floodplain. The Freese and Nichols (FN) study contracted by the city as part of the reuse pond project showed that some county property would be located in the 100 year floodplain, including part of the new HCYEC building. The FN study was incorrect with regard to county and VA property, in particular, the elevations were not accurate around the HCYEC, and information was based on older 2016 LIDAR data. He stated that all of the buildings on the county property were out of the 100 year floodplain when they were built; the only building that may be in the 100 year floodplain was the concession stand. He stated the County was not trying to stop the City's project, and the reuse concept made a lot of sense.

Mr. Letz requested a joint meeting be held with city and county officials and engineers to discuss KCCC concerns, and noted KCCC sent a letter to the City requesting the city cease work on the pond until survey work was completed by the county and information provided:

1. Show base flood elevations and location of floodway.
2. LNV and FN studies had significantly different results.
3. FN needed to calibrate the model.
4. List and quantify the impact to adjacent property.
5. Requested computer models for both the LNV 2016 landfill CLOMR and the FN 2016 CLOMR.

Mr. Letz noted differences between the FN model and the LNV engineering study using the same drainage area on Second and Third creeks. He opined that the assumptions in the FN study were not accurate, noting in 2002 Kerrville had a major flood event, with Town Creek and Third Creek termed as a 500 year flood event, and Quinlan Creek as great as a 1,000 year flood event. This evidence should be put into the FN and LNV models. If the assumptions in the model were changed, it would change the floodplain. He requested FN and LNV calibrate their models based on actual information and see how accurate the models were and determine where the floodplain should be; further, to have meetings with the county so they can better understand the models. He opined that the FN model was not accurate, and the county did not understand why the city did not want to calibrate

the model. He noted when the city submits the CLOMR, the county would have to conduct a new hydrological study to prove the city's study was wrong.

Mayor White stated that according to the FN study, the current FEMA map of Third Creek was not correct, and it was critical that the study have accurate information pre-project. She questioned why historical data was not used. She was also told by city staff that the county would not be given copies of the actual model; they would only be given data and information, but not the model.

Mr. Davis noted the city did not own the model; FN owned the model. FN used the FEMA approved criteria for developing the model and FN ran the model several times and stamped those results. FN assured the city that the pond will not have any negative impact on the floodplain.

Mr. Hoppe noted the FEMA requirement for floodplain development was to use the best information available and the 2009 LIDAR was the best available data at the time of the study. The floodplain in the area of the county's concern in Third Creek was considered by FEMA as an unstudied area.

Council also noted the following:

- The city had the FN study prepared in order to meet the requirements of FEMA. The CLOMR has to prove to FEMA that the city's project was not changing the floodplain, and the conclusion was that the reuse pond will not affect the floodplain.
- The city had not yet submitted the CLOMR, at the county's request.

The following persons spoke:

1. Jerry Wolff stated that pre-project maps prepared by FN in June 2014 placed the HCYEC, and the soccer fields and flying fields at the city landfill in the floodplain; he opined that was illogical. Also, the Texas Professional Engineering Magazine listed engineers whose stamps had been revoked. He stated that models were owned by the Corps of Engineers and were available free. The FN model data was property of the city, and the county wanted the data that went into the model. He questioned what it was that FN was not willing to provide, the data, model, or software.

Mr. Hoppe stated FN created the software program for the hydrologic and hydraulic model that the data went into. He also noted that the city already provided the data and elevations to the county.

2. Vincent Voelkel asked if someone provided historical flood elevations on Third Creek, would the city use that information?

Mayor White asked if it would be possible for the city to enter historical data into the FNI model?

Mr. Burow noted there was a strict set of instructions that had to be followed; Information/documentation/photographs, etc. were not considered historical data. In order to be considered, water from the entire watershed area must have gone through a USGS gauge, and there was not a USGS station in the area. The only information available was the 2009 LIDAR. He also noted that the same data requested and provided to the county was also provided to Mr. Wolff through an open records request; all 500 pages; however, the city did not have the software model, which belonged to FN.

Mayor White moved that city staff and representatives of Freese and Nichols meet with county commissioners and their appointees to discuss their concerns about the pond. Mr. Fine seconded the motion and it passed 4-0. Further, information should be brought back to city council.

9. INFORMATION AND DISCUSSION:

9A. Budget and economic update for period ending November 30, 2016.

Ms. Yarbrough gave the financial report year to date for the period ending November 30, 2016: general fund revenues totaled \$3,230,531 and expenditures \$3,811,005; water and sewer fund revenues totaled \$2,040,289 and expenditures \$1,826,464; hotel/motel fund revenues totaled \$212,805 and expenditures \$246,450; 10 permits were issued for new residential construction and commercial new/remodel construction totaled \$3,023,000. She provided budget information for six major capital projects.

10. APPOINTMENTS TO BOARDS AND COMMISSIONS:

10A. Recovery Community Coalition. Mr. Andrew moved to appoint the following: Richard Stolpman, Dale Trees, Ross Robinson, Claudia Richner, Steve Paulter, Shawn Driggers, Walter Brown, Kory Kohler, Laura Godwin, Blair Geisler, Pam Peter, Julie Wood, Stephen Fine, and Glenn Andrew. Mr. Fine seconded the motion and it passed 4-0.

Mr. Andrew noted one position remained vacant, owner of a men's sobriety home, and that would be filled at a future meeting. He recommended the police department and school district also be invited to participate in meetings.

11. ITEMS FOR FUTURE AGENDAS:

- Arrange a workshop this month to review meeting procedures with the goal of making meetings more efficient; possibly include a consultant from TML.

12. ANNOUNCEMENTS OF COMMUNITY INTEREST: were given.

13. EXECUTIVE SESSION: None.

14. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION: None.

ADJOURNMENT. The meeting adjourned at 8:26 p.m.

APPROVED: _____
ATTEST: _____

Bonnie White, Mayor

Brenda Craig City Secretary

**JOINT MEETING OF THE KERRVILLE CITY COUNCIL January 23, 2017
AND CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION**

On Monday January 23, 2017, Mayor Bonnie White called the Kerrville City Council to order, and President Gary Cochrane called the City of Kerrville, Texas Economic Improvement Corporation to order at 9:00 a.m. in the lobby of city hall, 701 Main Street, Kerrville, Texas.

City Council Members Present:

Bonnie White, Mayor
Stephen P. Fine, Mayor Pro-Tem
Glenn Andrew, Councilmember

Members Absent:

Mary Ellen Summerlin, Councilmember
Gene Allen, Councilmember

EIC Members Present:

Gary Cochrane, President
Sheri Pattillo, Vice President
Delayne Sigerman
Paul Stafford
Kenneth Early
James Wilson

Members Absent:

Mary Ellen Summerlin

City Executive Staff Present:

Don Davis, Interim City Manager
EA Hoppe, Deputy City Manager
Brenda G. Craig, City Secretary
Ashlea Boyle, Assistant Parks and Recreation Director
Kaitlin Berry, Special Projects Manager

Playhouse 2000 (P2K) Board of Directors Present:

Susan Balentine	Stephen Fine
Arthur Bell	Paul Stafford
James Wilson	George Stieren
Ken Harris	Delayne Sigerman
Nancy Watts	
Jeffrey Brown, Executive Director	

Visitors Present:

Steve Huser, owner of Arcadia Theater
Charlie McIlvain, President and CEO, Convention and Visitors Bureau (CVB)
Walter Koenig, President, Chamber of Commerce
Kim Clarkson, Chamber of Commerce
Bryan O'Connor, Executive Director, Kerr Economic Development Corporation

TOUR OF ARCADIA THEATER, 717 WATER STREET, BY STEVE HUSER

Mr. Huser noted the building was originally constructed in 1929 in Santa Fe style, and a complete remodel was done in 1950 to the current art deco style. To

qualify for a state historical marker, the building would have to be remodeled to its original Santa Fe style. The Arcadia closed in 1984. The building comprised 13,000 sq. ft.

Mr. Huser noted the following items had been achieved:

- The city acquired an easement for side egress about five years ago when the bank closed.
- A new roof was installed, and the building was 80% sprinklered, had new electric wiring and air conditioner, and fiber optics had been installed.

Mr. Huser noted the following items were necessary prior to opening the Arcadia to the public:

- Need to meet federal disability regulations, including installing an elevator.
- The balcony section and upstairs offices should be removed or remodeled.
- Complete footing in back of the building overlooking the river.
- Install fire alarm system and complete the sprinkler system.
- New women's restrooms.
- Replace front doors.
- New electric, sound and light systems.

The tour ended at 10:00 and the meeting reconvened in the upstairs conference room at city hall.

Jeffrey Brown discussed the following:

- The Arcadia offered a different venue and was a viable alternative to existing Cailloux Theater properties. He suggested a marketing partnership with CVB and an aggressive campaign for sponsorships for construction and/or events.
- P2K did not want to take on additional venues that might detract or stretch financial and staff resources away from the Cailloux Theater facilities. In order for P2K to take on a management role of the Arcadia, it would require an increase in staff and funding. Any agreement for P2K participation to manage the Arcadia must include financial commitment and guarantee that support for the Arcadia would not affect P2K's current operation.
- Estimated it would require \$60,000-120,000 each year for the first three years to open the Arcadia; thereafter, the annual operations would require \$150,000 per year, including management and utilities, with the cost to be offset by events and rentals.
- Additional assets would also be needed for build out, tables, chairs, lights, and sound system.
- The Arcadia should be able to support catering, estimated at \$350,000-400,000; this could be phased in.
- The P2K board was mixed on the proposal for P2K to manage the Arcadia.

Council noted the city had accrued some hotel occupancy tax funds designated for the Arcadia.

Mr. Davis noted the consensus was that city staff should work with Mr. Brown to put together an estimate of cost, expenditures, partnerships, economic impact, and schedule a future meeting. Staff would also determine the legality of a public/private partnership using HOT and EIC funds.

ADJOURN: The meeting adjourned at 10:48 a.m.

Date Approved: _____

Kerrville City Council:

Economic Improvement Corporation:

Bonnie White, Mayor

Gary Cochrane, President

ATTEST:

Brenda G. Craig
City Secretary

Cheryl Brown
Deputy City Secretary

CITY COUNCIL MINUTES
SPECIAL MEETING

KERRVILLE, TEXAS
JANUARY 24, 2017

On January 24, 2017, the Kerrville City Council special meeting was called to order at 4:00 p.m. by Mayor Bonnie White in the city hall council chambers at 701 Main Street.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Mary Ellen Summerlin	Councilmember
Glenn Andrew	Councilmember

COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
------------	---------------

CITY CORE STAFF PRESENT:

Don Davis	Interim City Manager
Mike Hayes	City Attorney
Brenda Craig	City Secretary
Kim Meismer	Director of General Services

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

1. DISCUSS APPLICATIONS FOR THE CITY MANAGER POSITION.

EXECUTIVE SESSION:

Ms. Summerlin moved for the city council to go into executive closed session under Sections 551.074 of the Texas Government Code; motion was seconded by Mr. Fine and passed 4-0 to discuss the following:

Section 551.074 (personnel/officers):

- Discuss applications for the city manager position. (Chris Hartung, Hartung Consulting)

At 4:01 p.m. the regular meeting recessed. Council went into executive closed session at 4:03 p.m. At 5:31 p.m. the executive closed session recessed and council returned to open session at 5:32 p.m. Mayor White stated that no action was taken during executive session.

3. ACTION, IF ANY, ON ITEM DISCUSSED IN EXECUTIVE SESSION: None.

ADJOURNMENT. The meeting adjourned at 5:32 p.m.

APPROVED: _____
ATTEST:

Bonnie White, Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
SPECIAL MEETING

KERRVILLE, TEXAS
JANUARY 30, 2017

On January 30, 2017, the Kerrville City Council special meeting was called to order at 11:00 a.m. by Mayor Bonnie White in the city hall council chambers at 701 Main Street.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Mary Ellen Summerlin	Councilmember
Glenn Andrew	Councilmember

COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
------------	---------------

CITY CORE STAFF PRESENT:

Don Davis	Interim City Manager
Mike Hayes	City Attorney
EA Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Kaitlin Berry	Special Projects Manager
Dannie Smith	Fire Chief
Kim Meisner	Director of General Services

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

1. CONSIDERATION AND ACTION TO ACCEPT THE RESIGNATION OF GENE ALLEN AS COUNCILMEMBER PLACE FOUR

Mr. Fine moved to accept the resignation of Gene Allen as Councilmember Place Four effective January 26, 2017. Ms. Summerlin seconded the motion and it passed 4-0.

2. CONSIDERATION AND ACTION REGARDING PROCESS FOR FILLING THE VACANCY FOR COUNCILMEMBER PLACE FOUR

Under Section 2.04 of the City Charter, vacancies on the City Council shall be filled by the City Council for the remainder of the unexpired term and within 30 days after the vacancy occurs.

Mr. Andrew moved to accept applications through 5:00 p.m., Wednesday, February 8, 2017; appointment be placed on the February 14, 2017 agenda; and swearing in of new councilmember be at the special meeting on February 21, 2017, prior to the council workshop. Mr. Fine seconded the motion and it passed 4-0.

EXECUTIVE SESSION: None.

ADJOURNMENT. The meeting adjourned at 11:05 a.m.

APPROVED: _____

ATTEST:

Bonnie White, Mayor

Brenda G. Craig, City Secretary

Agenda Item:

3B. Renewal of non-exclusive license agreement with the Texas Hill Country Senior Softball League. (staff)

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

SUBJECT: Renewal of a non-exclusive license agreement with Texas Hill Country Senior Softball League

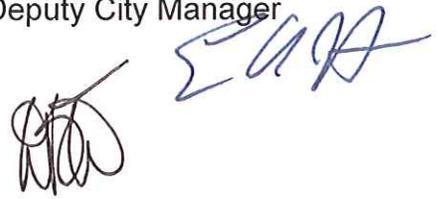
FOR AGENDA OF: February 14, 2017 **DATE SUBMITTED:** February 3, 2017

SUBMITTED BY: Ashlea Boyle
Assistant Director of Parks and Recreation

CLEARANCES: E.A. Hoppe
Deputy City Manager

EXHIBITS: License Agreement

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Attached is a non-exclusive license agreement renewal with the Texas Hill Country Senior Softball League (THCSSL). This agreement grants the THCSSL a license to utilize the Singing Wind softball fields and amenities for their league. The City has maintained a license agreement with THCSSL since 2013 for this purpose. The league pays the adopted field rental fee for practices and \$25 per game during the term of the agreement. The agreement would expire on September 30, 2017. The City has a favorable relationship with the THCSSL and wishes to continue the opportunity for citizens to participate in the senior softball league in Kerrville.

RECOMMENDED ACTION

Staff recommends approval of the non-exclusive renewal license agreement with the Texas Hill Country Senior Softball League as presented.

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
CITY OF KERRVILLE AND
TEXAS HILL COUNTRY SENIOR SOFTBALL LEAGUE

This Non-Exclusive License Agreement (“License”) is made and entered into by and between the CITY OF KERRVILLE, TEXAS (“City”), and TEXAS HILL COUNTRY SENIOR SOFTBALL LEAGUE, herein referred to as “THCSSL” as follows:

1. **Grant of License.** In consideration of and subject to the terms, provisions, and covenants herein contained, City hereby grants to THCSSL a license to use Fields #1 and #2, the restroom facilities, and the parking lot at Singing Wind Softball Complex, in the City of Kerrville, Kerr County, Texas (“Licensed Premises”) for THCSSL’s softball practice and games, as follows: Practice will be held on Field #2 from 2:00 p.m. until 4:00 p.m. each Sunday during the term of this License. Games will be held on Field #1 for up to three (3) games on Tuesday evenings, beginning the first week in April during the term of this License. If eight (8) or more teams are in the league and THCSSL informs City of such prior to February 15th each year, games can also be held on Field #1 for up to three (3) games on Thursday evenings during the term of this License. This period of time that THCSSL uses the Licensed Premises shall be referred to herein as the “active use” and such active use of Fields #1 and #2 by THCSSL will be exclusive.

2. **Term.** The term of this License shall begin upon execution of this License and end September 30, 2017. The active use period shall be from March 1 to September 30 of each year during the term, subject to earlier termination as provided herein.

3. **Extensions.** Not later than thirty (30) days prior to the termination date of this License, THCSSL shall notify the City whether it requests renewal of this License. If notification of renewal is not received by the City, this License shall expire and terminate, as provided herein.

4. **Services and Facilities** The City shall provide the following:

- a. Field #2 for practice only;
- b. Field #1, including lights, for games only;
- c. General maintenance of playing surfaces, including dragging the infield of Field #1 on Tuesdays (and Thursdays if reserved per Section 1 above) that THCSSL plays games;
- d. Reservation of fields for THCSSL practice and games, during the days and times provided for in this License.

5. **Termination Election.** City and THCSSL each shall have the right, either with or without cause and at any time, to terminate this License upon not less than sixty (60) days prior written notice to the other party. Upon such termination, City and THCSSL shall be

relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

6. **Use.** THCSSL's use of the Licensed Premises shall comply with the following:
 - a. THCSSL shall use the Licensed Premises and all improvements thereon for softball practice, games, and softball related activities and for no other purpose;
 - b. THCSSL shall not use any other property beyond the Licensed Premises. At times and upon request, the City may grant permission to THCSSL for THCSSL to use additional property;
 - c. THCSSL shall institute all reasonable measures as are necessary to ensure that all members, spectators, guests, and invitees remain within the Licensed Premises at all times during the conducting of THCSSL activities;
 - d. THCSSL shall inspect the Licensed Premises, in particular Fields #1 and #2, prior to any use to ensure that they are safe for the intended use;
 - e. THCSSL shall provide and maintain all game equipment and infield lining and provide its members with all appropriate safety equipment, and shall inform the City of their maintenance schedule on the Licensed Premises;
 - f. THCSSL shall ensure that all persons and activities are adequately supervised by an adult at all times during the active use;
 - g. THCSSL shall provide all team registration, scheduling, and umpires.
 - h. THCSSL shall take all reasonable measures to not allow any smoking, alcohol, or pets on the Licensed Premises. Allowance by THCSSL of prohibited actions or conditions or the failure to alert law enforcement of prohibited actions or conditions can result in termination of this License.
 - i. THCSSL shall take reasonable measures to ensure that its members, spectators, guests, and invitees abide by all traffic and parking signs;
 - j. THCSSL shall maintain the Licensed Premises in a neat and orderly condition; and
 - k. THCSSL shall not install, place, or use any signage without the prior written consent of the City. City's consent shall be subject to the City's sign regulations, if applicable.

7. **Insurance.** THCSSL shall purchase public liability and casualty insurance from an insurance company licensed to do business in the State of Texas. The City of Kerrville Risk Manager must approve the policy prior to the THCSSL's use of the Licensed Premises. The

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

8. **Alterations and Improvements.** THCSSL shall not make any alterations, additions, or improvements to the Licensed Premises, which includes the placement of bleachers and benches or the planting of trees or other plant life, without the prior written approval of the City Manager or designee. If authorized, all permanent improvements shall become the property of the City. A "permanent improvement" shall not include bleachers or benches.

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

10. **Unsafe Playing Conditions.** If the City restricts irrigation of the Licensed Premises, and the Licensed Premises becomes unsafe for playing conditions, THCSSL shall discontinue use of the Leased Premises for all purposes until the City permits use of the Licensed Premises to continue.

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

12. **Waiver.** THCSSL shall require each participant to sign a Waiver of Liability, attached hereto and made part of this License as **Exhibit A**, prior to use of Licensed Premises.

13. **INDEMNIFICATION.** THCSSL AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSS, COST AND EXPENSE (INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION) IN ANY MANNER ARISING OUT OF

OR RESULTING FROM THCSSL'S OPERATIONS, THCSSL'S USE OF THE LICENSED PREMISES, OR THE EXISTENCE OF THCSSL AND THCSSL'S IMPROVEMENTS AND PERSONALTY ON THE PREMISES, INCLUDING BUT NOT LIMITED TO ANY AND ALL LIABILITY, LOSS, COST AND EXPENSE ARISING FROM CLAIMS OR DEMANDS BY THCSSL'S OFFICIALS, AGENTS, VOLUNTEERS, PARTICIPANTS, .

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

15. Casualty. In the event of property damage caused by THCSSL or its members or participants, THCSSL shall immediately notify the City of the specifics of such occurrence and thereafter, restore all damaged improvements within thirty (30) days.

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

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

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

City: City of Kerrville, Texas
Attention: City Manager
701 Main Street
Kerrville, Texas 78028

THCSSL: Texas Hill Country Senior Softball League
Ken Weber
1555 Upper Turtle Creek Road
Kerrville, Texas 78028

19. **Fees/Payments.** THCSSL shall pay City the adopted hourly field rental rate for the Singing Wind Softball Complex for practices and \$25 per game during the term of this License. Payment shall be made by the fifth day of each month, in advance of use, during the term of this License for its use of the Licensed Premises. Payments shall be adjusted for rain out days only, to be credited with the following month's payment.

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

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

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

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

CITY OF KERRVILLE, TEXAS

**TEXAS HILL COUNTRY SENIOR
SOFTBALL LEAGUE**

By: _____
Don Davis, Interim City Manager

By: _____

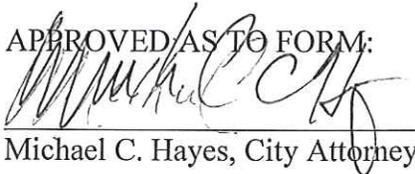
Date: _____

Date: _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

3C. Receive recommendation by the Main Street Advisory Board to request a probationary period with the Texas Main Street Program, and authorize staff to initiate this action. (staff)

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

SUBJECT: Recommendation by the Main Street Advisory Board to request a one-year probationary period with the Texas Main Street Program

FOR AGENDA OF: February 14, 2017 **DATE SUBMITTED:** February 3, 2017

SUBMITTED BY: Ashlea Boyle **CLEARANCES:** E.A. Hoppe
Assistant Director of Parks and Recreation Deputy City Manager



EXHIBITS:
Texas Main Street Locally Designated Program 2016 Contract
Memo dated January 10, 2017
Letter from the Texas Historical Commission dated December 12, 2016

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

On December 19, 2016 and January 10, 2017, the Main Street Advisory Board (MSAB) held special meetings to evaluate and discuss the direction of the Kerrville Main Street Program. Board members present at both meetings were Rose Bradshaw, Chair; Bob Couch; David Jones, and David Martin.

At these meetings, staff and board members discussed whether to renew the annual contract with the Texas Main Street Program. The City of Kerrville has been a Texas Main Street city since 1995 and the current annual contract with the state expired at the end of 2016. The contract contains specific criteria that the City must comply with such as dedicated staff, funding, strategic planning, extensive reporting, and more. A full list of the program criteria can be found on pages 2-3 of the attached contract.

The board also discussed challenges of the program such as the current vacancy for the Main Street Manager position and the unsuccessful attempts to fill the position with experienced staff, ability to commit to the program requirements, and the overall value of the program to the community and downtown stakeholders.

Staff discussed components of the downtown program that have been delegated to other City departments during the interim of the program. The board recognized these efforts and discussed the potential for still having a downtown program, but not necessarily

utilizing the state's "Main Street" program. If this were to be the case, key components would be identified by stakeholders and tailored to fit Kerrville's unique downtown needs.

The consensus of the board was that there is a value to having a downtown program; however, more time is needed to evaluate whether the Texas Main Street Program would still be the right fit for Kerrville. Staff has kept staff at the Texas Main Street program in the loop regarding the status of the program. The state will allow the City to submit a letter requesting a one-year probationary status while the program is re-evaluated.

The board made a motion to recommend to the City Council to request a one calendar year probationary status from the Texas Main Street Program, ending December 2017. If approved by Council, the letter will be presented to the Texas Main Street Program for their consideration.

RECOMMENDED ACTION

Staff is requesting authorization from the City Council to send a letter to the Texas Main Street Program requesting to be placed on probation for the remainder of 2017.



DRAFT

City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

Ms. Debra Drescher
State Coordinator
Texas Main Street Program
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

February 9, 2017

RE: Kerrville Main Street Probation Request

Dear Ms. Drescher,

Pursuant to our conversations regarding the status of the Kerrville Main Street Program, please accept this letter as our official request to be placed on probation for the remainder of the 2017 calendar year.

The Kerrville Main Street Advisory Board met on December 19, 2016 and January 10, 2017 to discuss the direction of the Kerrville Main Street Program. The board identified challenges of the program such as the current vacancy for the Main Street Manager position and the unsuccessful attempts to fill the position with experienced staff, ability to commit to the program requirements, and the overall value of the program to the community and downtown stakeholders. The City is also in transition at the City Manager level. The position has been vacant since the end of October 2016. We currently have an Interim City Manager until the position is appointed by City Council.

In the interim, we have delegated a few key components of our Main Street program to other city departments, such as special events and basic programming. Due to the identified challenges and staff vacancies, we are unable to fulfill program requirements pursuant to our contract. The consensus of the board was that there is a value to having a downtown program; however, more time is needed to evaluate whether the Texas Main Street Program would still be the right fit for Kerrville.

The Main Street Advisory Board voted to recommend to the City Council to request a one year probationary status from Texas Main Street. If our request is approved, the program will be evaluated to decide the best course of action for downtown Kerrville.

Thank you for your continued support and consideration. Please feel free to contact me with any questions at (830) 258-1153 or via e-mail to ashlea.boyle@kerrvilletx.gov

Sincerely,

Ashlea Boyle
Assistant Director of Parks and Recreation



City of Kerrville
701 Main Street
Kerrville, Texas 78028
830.258.1153 (O)
830.792.3850 (F)
ashlea.boyle@kerrvilletx.gov

MEMORANDUM

TO: E.A. Hoppe, Deputy City Manager

FROM: Ashlea Boyle, Assistant Director of Parks and Recreation

DATE: January 10, 2017

SUBJECT: Main Street Program

Overview

The Main Street Advisory Board held a special meeting on December 19, 2016 to evaluate the Kerrville Main Street program and to discuss future program direction. Board members present were Rose Bradshaw, Chair; Bob Couch; David Jones; and David Martin. As a result of the meeting, the MSAB scheduled a follow-up meeting and asked staff to provide additional information including basic research from other successful downtown programs, current budget, and to touch base with the state program. This information is outlined below.

Texas Main Street Program

Pursuant to our annual contract with the Texas Historical Commission, the City of Kerrville is required to meet multiple criteria such as having a designated full time staff member for the program, commit to the national Main Street's ten criteria points strategy, attend professional development trainings, and submit reports among other obligations.

I spoke with the State Coordinator for the Texas Main Street Program about our current status. Ms. Drescher offered a potential opportunity for a probationary period if the City is still in flux on whether to renew the contract or not. If this were to be the case, a letter from the City is needed rather quickly outlining the current issues of our program, and staff transitions including at the City Manager level. This letter would be considered by the State and *if* approved, the City would be placed on a probationary status. The reporting would still be required during this time; however, it would be sufficient to send incomplete reports that stated the City was currently on probation. This probationary status is not a guarantee and regardless of whether we would like to still participate in the program or not, we are still required to respond to the state's letter dated December 12, 2016.

Programmatic Items Currently in Place:

The Main Street Manager position has been vacant over a year now. During this vacancy, staff has continued to operate essential functions of the Main Street program. This includes additional focuses of downtown that are not necessarily a part of the Main Street program, but is an overall component of downtown success.

- I. Special Events (Parks & Recreation)
 - a. Cajun Festival, Holiday Lighted Parade
 - b. Support and coordination between departments for non-CoK special events
- II. Brick Program (Parks & Recreation, Public Works)
- III. Sign Grant Program (Parks & Recreation)
- IV. Main Street Advisory Board (limited) (Parks & Recreation)
- V. Banners (Parks and Recreation)
- VI. Downtown Christmas lighting (Parks and Recreation)
- VII. Assist with recruitment process for vacant buildings (KEDC)
- VIII. Economic Development and business retention (City Manager's Office, Parks and Recreation, KEDC)
- IX. Street closures (Parks and Recreation, Public Works)
- X. Public Art Project (Parks and Recreation)
- XI. Maintaining sidewalks (pressure wash) and maintain landscaping (Parks and Recreation, Public Works)
- XII. Custodial of parking garage and downtown restrooms (Parks and Recreation)
- XIII. Parking garage signs (Parks and Recreation)
- XIV. Streetscape Project (Admin, Parks and Recreation, Engineering)
- XV. Planning, zoning, ordinances (Planning)
- XVI. Prepare and monitor expenditures of annual operating budget (Parks and Recreation)

Items on hold:

- I. Filling the Main Street Manager position
- II. The "Ten Criteria" and "Program of Work". The Four Point Approach consists of four committees (Design, Economic Restructuring, Organization, Promotions). The MSAB and committee members are to develop an annual "Program of Work" for each of the four points. This is essentially the strategic plan for the program. These committees are designed to facilitate and execute the program

along with the Main Street Manager. This is the bulk of the MS program and is to be submitted to the State annually.

- III. Reporting criteria to State (monthly, quarterly, annual reports, Program of Work)
- IV. Volunteer pool for committees and support
- V. Downtown bench promotions
- VI. Attending required trainings
- VII. Keep track of and provide historical knowledge of downtown buildings
- VIII. Specific promotions of downtown businesses and activities (Ads, Facebook, website, e-mail blasts, newsletters, etc.)

Other Successful Downtown Communities:

City of Fredericksburg, Texas

The City of Fredericksburg does not participate in the Texas Main Street program, nor have they ever. Fredericksburg does not have a membership in any downtown program and they do not have staff designated to facilitate a downtown program. There is no organized downtown group or association. They have a Historic Preservation ordinance and a Historic Review Board. This falls under the City's Development Services Department. Chain businesses are prohibited downtown and within a one block circumference around downtown. Fredericksburg attributes their downtown success to the layout, unique businesses, multiple wineries, and luck. The City does not have an incentive program for downtown as it is not necessary. Vacant businesses fill quickly and the majority of businesses have waiting lists. The Chamber of Commerce and Citizens and Visitors Bureau are both located downtown. Fredericksburg's goal is to recruit a hotel conference center to increase traffic downtown during the work week. The Historic Preservation ordinance is intended to achieve the following policy goals:

- I. Protect, enhance, and perpetuate historic landmarks which represent or reflect distinctive and important elements of the city's and state's architectural, landscape architectural, archeological, cultural, social, economic, ethnic and political history, and to develop appropriate setting for such places;
- II. Safeguard the city's historic and cultural heritage, as embodied and reflected in such historic landmarks by appropriate regulations;
- III. Stabilize and improve property values in such locations;
- IV. Foster civic and cultural pride in the beauty and accomplishments of the past;
- V. Protect and enhance the city's attractions to tourists and visitors and provide incidental support and stimulus to business and industry;
- VI. Strengthen the economy of the city;

- VII. Promote the use of historic landmarks and historic landmark districts for the culture, prosperity, education, and general welfare of the people of the city and visitors to the city; and
- VIII. Provide a review process for the continued preservation and appropriate development of the city's historic resources.

City of Boerne, Texas

The City of Boerne does not participate in the Texas Main Street program, nor have they ever. The City implemented a branding initiative called *The Hill Country Mile*. This program falls under the purview of the City under the Special Projects Director. This initiative connects downtown businesses, the Boerne Community and visitors while preserving the City's historic heart and enhancing the downtown experience. *The Hill Country Mile* plays a significant role in: preserving the rich historic and cultural identity of downtown Boerne; promoting the quality of life through a safer, cleaner, more walkable destination and fostering economic growth and business diversity. The benefits to downtown property businesses are tangible, including: increased retail sales; higher levels of patron and pedestrian traffic; public and private improvements creating a memorable destination experience; and a safer and cleaner community, and positively impacting the downtown experience.

Boerne does have some Historic district restrictions through ordinance. Boerne attributes diversity in shops, the layout, and city growth to the success of their downtown program. *The Hill Country Mile* offers matching renovation grants up to \$5,000. They also utilize an app for exploring and staying updated on downtown happenings.

The Chamber of Commerce is located downtown. The Citizens and Visitors Bureau, a department of the City, is located near Wal-Mart. Boerne's goal is to foster traffic downtown while keeping the streets open during special events. Their priority is the merchants.

Budget

The FY17 Main Street operating budget is \$28,361, which is primarily for the two special events that Parks and Recreation continues to produce. On an ongoing budgetary basis, it is recommended that these funds be allocated in the Parks and Recreation budget for future years. This does not include staff. The Main Street Manager position is currently an exempt position with a starting salary of \$47,476. This position (if it were to be filled) will need to be evaluated on whether to keep it as exempt or change to non-exempt and reduce the pay.



TEXAS HISTORICAL COMMISSION

MEMO

January 6, 2017

To: Ashley Boyle, City of Kerrville

From: Debra Drescher, State Coordinator, Texas Main Street Program
Texas Historical Commission

Re: Participation as a designated Main Street community

I am responding to your inquiry about requirements for continuing designation as a Main Street community and to provide an overview of what some possibilities might be. I'm happy to provide input during your discussions as needed. Much of this discussion comes out of a memo I wrote to another Texas Main Street program having some similar issues and discussions last year. Maybe the information I provided to them might help you as well.

The Kerrville Main Street program has had a lot of staffing transition over the past few years. Numerous Main Street staff has come and gone in very short periods of time. This kind of situation is hard for any organization, so it is understandable that there is some struggle now. Additionally, Kerrville is a mature Main Street program, having first entered in 1995, and programs ebb and flow over time as they mature and grow. This is a natural evolutionary cycle for any organization, so you all shouldn't make an assumption that this current cycle and situation will lead to the end of the program – or that it should. We currently have 22 local programs, including Kerrville, that have been designated Main Street communities continuously for 20 years or more. During this period where you are having discussions about your program's current cycle, you might want to contact them for advice. Given that Main Street programs operate using public tax dollars and in a political spectrum, I'm sure (I know) that at least some of them have gone through similar points in time where their programs struggled with lack of political support, leadership voids etc. The 20+ year programs are: Grapevine, Lufkin, Corsicana, San Marcos, Pittsburg, Gonzales, Denison, Mineola, Denton, Elgin, Tyler, New Braunfels, Bay City, Beaumont, Mount Vernon, Plainview, Mount Pleasant, Decatur, Clifton, Henderson, La Grange, and, our course Kerrville. Their contact information is on the manager list here: <http://www.thc.texas.gov/public/upload/January-2017.pdf>. Or, if you want me to pose the question to them, I'm happy to do that through a closed group email.

Main Street communities that have been most successful and realized relevant economic outcomes are those where there has been long-term vision and the prioritization of downtown by the community-at-large; by city management and elected officials; the downtown business community and by

organizational partners. Work is managed and led through a Main Street manager and advisory board who help to achieve the policy and community vision for downtown; and ultimately the positive economic outcomes. The capacity of Main Street to be an economic catalyst for downtown can be seen in the fact that there are currently 89 designated Main Street communities in Texas, and together, they have recorded almost \$2.7 billion in economic activity during their participation time. Their average participation time is 14 years.

Contractual obligations

As you are aware, each designated Main Street program has an annual contract with the state office. Decades of experience has shown the importance of the following toward having a successful program, and thus, they are part of the annual contract:

Funding. Like any endeavor where outcomes are expected, a Main Street program must be appropriately funded in order for objectives to be achieved. Although funding does not seem to be the issue for the Kerrville Main Street program currently, it might be useful to note that while local government needs to be a funder for the program, it does not need to be the only funding source. Many Main Street programs are also funded when locally appropriate in part through other sources such as hotel occupancy taxes (HOT), economic development sales tax dollars etc. Main Street focuses on many of the allowable uses of the HOT including the promotion of lodging visitation and tourism, and most specifically, as outlined in the [Texas Tax Code Chapter 351, Subchapter B](#):

(5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

A successful historic downtown will be a site that tourists visit – in fact, many seek them out – the payoff for years of commitment to revitalize.

Staffing. Many years ago, part-time staffing in Texas Main Street cities was allowed; however, because Main Street/downtown revitalization is a full-time job, part-time staff were essentially working full-time for part-time pay. The compromise at that time was to require that Main Street positions are full-time, but the positions can be split with other relevant duties. For instance, we just posted the Vernon position which is both Main Street manager and tourism coordinator. This is a typical split in some Main Street communities. Clearly defined job duties, adequate funding and other support are critical to whether this structure can be successful or not. Currently, in 8 of our 87 programs, the Main Street manager is also the tourism manager. The full-time requirement is also intended to help with job stability as a city employee generally also receives insurance and retirement benefits. This should be attractive to both the employee and the employer/city to help ensure less turnover and more program continuity and stability – and thereby stronger economic outcomes. This could be a possible option in Kerrville.

According to the average from the 2013 and 2015 Texas Main Street salary surveys (survey done every other year by the Texas Main Street program), in Kerrville's population category, the average Main Street operating budget is:

13,000 – 19,999 population: \$95,000
20,000 to 28,000 population: \$106,514

(Total of 24 programs)
(I've given you two categories because we have it divided up 13,000-19,000 and 20,000 to 28,000.)

Professional development. Also part of the contractual obligation under funding is the requirement that staff further their professional education each year. We hold Main Street-specific trainings throughout the year, both in the local community upon invitation or network-wide gatherings at different locations throughout the state. To perform at their highest level, every professional needs learning opportunities, which is why we never charge registration fees or for travel or services provided with on-site visits. Recognizing budgeting issues related to travel for professional development, we are also very flexible in allowing training opportunities nearby to count for the Main Street professional development credit. Even if you were to go to this split position, the professional development remains the same.

Documenting progress. Main Street managers are required to turn in to our office monthly statement of activity reports, quarterly reinvestments into the district, and an annual report. The reinvestment reports document financial and non-financial reinvestment in the district, ranging from private-sector building rehabilitations and property sales, public investment, and volunteer hours dedicated to Main Street. The intent is to show how progress occurs in the district, both financially and in the public's pride in their downtown, over time. With a commitment toward and a vision for downtown, the city should reap a budgetary benefit with higher property and sales tax collections; more tourism; and job and small business creation. The collection of data through these reports helps tell this story. Helping set and achieve priority goals that create measurable economic outcomes for downtown and the community is a primary goal of the program, staff and board.

Possible Options

There is an understanding that programs sometimes do have issues like you are facing now that can require a temporary or permanent change in structure and/or funding. As the authority responsible for designating Main Street communities and providing services to them, changing the program structure on a permanent or temporary basis can't be done without our involvement and input, and we are always open to help work through the issues and try to find mutually agreed upon solutions. We would rather work with a program during their hard times than lose them altogether. If a program is disbanded, de-budgeted by the city and/or can no longer uphold its contractual obligations, then there will no longer be a designation, or access to Main Street resources or assistance. A community wishing to reapply at a later date must go back through the full application process alongside new applications.

As a final note for the 'cost' of Main Street designation, your annual fee to be a designated Main Street community is only \$535 and local program funding. Assuming that a downtown effort would continue to be funded even if the decision was made not to continue with Main Street designation, the only savings to the city would in essence be \$535. Lost would be the attachment to the nationally recognized brand (<http://www.preservationnation.org/main-street/about-main-street/main-street-america/the-programs.html>); the services of the 9-member professional TMSP program staff (provided to both the local government, Main Street program and individual business and property owners); and to the network (87 cities in Texas and 2,000 nationwide).

When necessary, we do have formal options for going into a temporary probationary period (usually for a fiscal year) where they meet some, but not all, of the Main Street requirements while working through their particular issues. We would of course be fully involved with you to help re-structure, re-organize the program etc. so that ultimately it will be able to fully meet the contractual obligations. You may find that the program comes out of this kind of period stronger and more able to achieve relevant results.

If this is to be seriously considered, please contact me as soon as possible so we can start working through the issues toward solutions. At any rate, you need to respond to my Dec, 12, 2016 compliance letter in some way. The two most obvious responses would be either:

- **That the City of Kerrville is disbanding the program (but I hope this won't be the city's first step, as that does not give us time to work together toward solutions);**
- **A request to go into a probationary period for the coming fiscal year while you work with our office (me) on the issues at hand. You would need to explain in this letter the current issues the program is facing like we discussed on the phone-staff vacancies and transitions in both the Main Street Manager and the City Manager positions and that you wish for any decision on the program to be allowed to be postponed until a new City Manager is on board, etc.**

Based on our earlier discussions, the probationary period might need to start at the staff level between you and I on a site visit to spend time comprehensively going through what the actual issues are and how the program might be restructured to address them. We can talk about that as appropriate later.

I am happy to continue discussions with you and/or the existing Board pertaining to this decision. Please feel free to contact me with any questions, and keep me posted on progress. I have no doubt that working together, we can find solutions to the current issues pertaining to the local Main Street effort.

Debra Drescher

TEXAS HISTORICAL COMMISSION
real places telling real stories

RECEIVED
DEC 19 2016

December 12, 2016

Don Davis
Interim City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028

Dear Mr. Davis,

As you may know, the City of Kerrville has been a designated Main Street program through the Texas Historical Commission and its Texas Main Street Program since 1995. During that time, your program has reported more than \$88 million of public and private reinvestment into downtown. Each local Main Street program has an annual contract with our agency that outlines obligations of both the state office and the local program. We distribute these contracts for authorized signatures each December, and we are presently preparing them.

Through the contract and to maintain Main Street designation, a local program must adhere to certain standards and has certain responsibilities. At the present time, the City of Kerrville is out of compliance with its contractual obligations, and has been for all of 2016. These obligations include, but are not limited to:

- Staffing, with professional development, and budgeting. Main Street programs are required to have full-time staff (although split positions are allowed). To our knowledge, Kerrville has not had staff in place since Mr. Terry Cook departed at the end of 2015.
- Main Street Plan of Work to drive activity and progress. We have no knowledge whether the Kerrville Main Street Program has a strategic, goals-oriented work program in place. There is not one shown on the City website.
- Reporting to document progress. Monthly activity reports and quarterly reinvestment reports are a requirement for continuing designation. The last reports we received from Kerrville Main Street were more than a year ago, in November 2015. We also did not receive the required annual 10 Criteria report that was due Nov. 18.
- Evidence of progress. Without reporting, it is not possible for us to ascertain if there has been any activity or progress.
- Active volunteer corps. Your website has a Main Street page and listings for a Main Street Advisory Board. The listings, however, do not seem to be up-to-date, as it is our understanding that the person listed as the Chair no longer lives in Texas. Although we have had no contact with them, we would like the opportunity to work with the board during this transitional time to bring the program back into compliance and retain the designation.

In return for meeting its obligations, the local program has the right to align itself with the national Main Street brand, and receives the full services at no additional cost of the nine-member professional state Main Street staff in the areas of design/architecture, historic preservation, planning, economic development, small business development, and organizational management. Programs that utilize these services receive thousands of dollars of professional



services each year at no additional cost to either local government or private property and business owners. The annual administrative fee is \$535.

We hope to be able to work with the City of Kerrville, and the Main Street Advisory Board during this process. This letter is to outline steps that need to be taken:

- Staffing and budgeting. We will work with an assigned designee from the City to prepare a job description and posting in order to hire a manager, and we will participate in the process of making that happen. A new manager will need to be in place within the first quarter of 2017. A local program is allowed to have a full-time, split position; the manager can have relevant additional duties related to tourism, downtown, economic development etc. as long as that person is the named Main Street manager.
- Professional development. The new manager will be required to attend at least one of the 2017 new manager training/professional development opportunities during 2017: January 24-25 in Georgetown, and/or in June in a location and on specific dates not yet named.
- Main Street Plan of Work and active volunteer corps. A work plan needs to be presented to our office within the first quarter of 2017. We will work with the Main Street Advisory Board to provide samples, templates and advice on how to accomplish this, and if there is evidence of interest in continuing the program, we will provide on-site organizational management assistance as well at no charge.
- Reporting. Monthly activity reports and quarterly reinvestment reports will need to start being submitted in January 2017. This will include current reports and past reports, especially those documenting reinvestment in the Main Street district. We will provide instruction and training to the local designee to complete these reports, which will need to show evidence of progress.

Please respond to this letter no later than December 23, 2016 and signify your intentions. We look forward to hearing from you and hopefully continuing to work with your community.

Sincerely,



Debra Drescher
State Coordinator
Texas Main Street Program

cc: 2016 contract for reference
Texas Main Street staff list

TEXAS HISTORICAL COMMISSION

Texas Main Street Locally Designated Program
2016 Contract

I. PARTIES TO THE CONTRACT

This contract and agreement concerning Kerrville Main Street Program is entered into this first day of January 2016 between the Kerrville Main Street Program and the Texas Historical Commission Texas Main Street Program (hereinafter referred to as TMSP).

II. SERVICES TO BE PERFORMED BY TMSP

- A. **Professional development.** The Main Street manager/assistant will attend two Main Street/preservation-specific professional development opportunities in their entirety per year from the list below. Professional development is a scored category in the annual report (see section III.D.8, 9).
1. TMSP Basic Training (Jan. 26–27, 2016, Georgetown). Required for new managers.
 2. TMSP Winter Professional Development for all managers (Feb. 10–12, 2016, Location TDB).
 3. TMSP Basic Training (Date/Location TDB). Required for new managers who did not attend Basic Training in January.
 4. TMSP Summer Professional Development. (Date/Location TDB).
 5. Texas Downtown Association/Texas Main Street Annual Conference (Nov. 8–11, 2016, Killeen).
 6. National Main Street Conference (May 22–25, 2016, Milwaukee, Wisconsin).
 7. National Preservation Conference of the National Trust for Historic Preservation (Date/Location TDB).

If necessary, experienced managers may substitute non-Main Street specific, relevant professional development for one of the above events with prior approval of the TMSP office.

If a replacement manager is hired who has not previously attended Main Street basic training, the manager is required to attend one series of Basic Training/Professional Development (#1-2 and/or #3-4). A \$500 stipend is charged to the sustaining city for this training series.

To help ensure an effectively-functioning local program, local program boards/volunteers are encouraged to attend any TMSP educational opportunity. No stipend is charged for their participation.

- B. **Brand and Network.** This Contract for Services constitutes recognition of your city as an official Texas Main Street program and allows use of the National Main Street Center brand (see “Name Use Policy” at www.mainstreet.org). If participation ceases, the local program may no longer use the term ‘Main Street’ to describe the program. Designation allows full participation in the TMSP network including the Texas Main Street manager electronic listserv and the professional development opportunities noted above.

and infrastructure. Local programs should seek the advice of the TMSP design staff for projects in the Main Street district.

5. **Active volunteers.** Active involvement of and leadership by a board and committee or task volunteers is critical. Board and volunteers should also understand and abide by the Main Street organizational model that differentiates between the roles of volunteers and the program manager.
6. **Adequate operating budget.** To be successful and achieve sustainability, a Main Street Program must have the financial resources necessary to carry out its work plan.
7. **Program Manager.** As outlined in III.A above.
8. **Ongoing education for staff and volunteers.** Outlined in section I.A.
9. **Reporting.** To measure progress, the local program will track statistics such as reinvestment and job/business creation and report them to the state office the 10th of the month following the end of each calendar quarter. Monthly activity reports to track specific goal-based activities are submitted to the TMSP office by the 10th of each month for the previous month. Even if there has not been activity in a month or quarter, the local program will still submit a report noting such. Submission of a Ten Criteria annual report is also required. A local program can be placed on probation, which can result in the suspension of TMSP services, for any of the following reasons:
 - a. Failure to submit an annual Ten Criteria report;
 - b. Failure to achieve Ten Criteria objectives more than two years in a row;
 - c. Failure to submit monthly reports for more than four consecutive months;
 - d. Failure to submit reinvestment reports for more than two consecutive quarters;
 - e. Failure to abide by this Letter of Agreement.

The local program will work with the state coordinator or delegate to overcome these deficiencies. Program termination via decision of a committee comprised of at least two TMSP staff and the division director of the Texas Historical Commission's Community Heritage Development Division is possible if a local program does not exhibit a reasonable attempt toward overcoming deficiencies.

10. **National Main Street membership.** A local program will budget for and membership in the National Main Street Center.

IV. CONTRACT AMOUNT

Kerrville Main Street Program shall pay the Texas Historical Commission (THC) a stipend in the amount of \$535 to defray cost of staff time and expenses for services provided to Kerrville Main Street Program.

V. BASIS FOR CALCULATING PAYMENTS

Payment shall be made to the THC upon execution of this contract in one lump sum of \$535.

VI. TERMINATION

TEXAS HISTORICAL COMMISSION

The Texas Main Street Program Staff

By becoming officially designated as a Main Street community and by maintaining your program status, you are able to access the full and continual services of the Texas Main Street Program staff at no charge to your program outside of the small administrative fee you pay annually. The state staff has a wide variety of technical expertise and assistance they can offer. Even if you have expertise within your community such as a city planner or economic development director, the TMSP can assist that staff with advice or analysis specifically for the Main Street district. Our front desk number is 512-463-6092.

Program Development and Maintenance

Debra Drescher, Texas Main Street State Coordinator
512-463-5758
debra.drescher@thc.texas.gov

Debra has been team lead for the Texas Main Street Program since 2006 and also serves as team lead for the Town Square Initiative, which was created in 2014. She was previously employed in leadership positions in community-based organizations such as a chamber of commerce, a regional economic development entity and the Texas Downtown Association. She has also has ten years' experience as an elected school board member in a fast-growth school district where student population generally increased by 1,000 students each year of her tenure. Debra also previously served on the executive council of state coordinators under the National Main Street Center, representing the Southern United States. She currently serves on the boards of the Texas Downtown Association and the Texas Rural Leadership Program. Debra has a Bachelor of Arts in Journalism from the University of North Texas and a Master of Public Administration from Texas State University – San Marcos.

Please contact Debra for local program administration; building or maintaining effective local program capacity/organizational strategic planning; program transition; and training.

Sarah Marshall, Texas Main Street Assistant Coordinator and Small Business Specialist
512-463-7465
sarah.marshall@thc.texas.gov

Sarah joined the Texas Main Street Program in July of 2015. She has previously worked on marketing and programs for smaller history-based organizations, such as the Texas Archive of the Moving Image and the Texas Historical Foundation. Sarah volunteers extensively for Preservation Austin, which serves her passion for community history, pride and preservation. She has professional marketing experience working with major retailers, such as Jo-Ann Stores, Michaels and Golfsmith. Sarah has a bachelor in History from Texas A&M University and a Master of Public History from Texas State University – San Marcos.

Please contact Sarah for small business development assistance for any Main Street business, the Main Street Matters newsletter, and any marketing related assistance.

Design Team

Please view the design assistance form for all the services our design team can provide you with.

Sarah Blankenship, Project Design Assistant
512-463-9129
sarah.blankenship@thc.texas.gov

Sarah has been with the Texas Main Street Program since 2003, except for a hiatus in 2006-2007 when she had the professional opportunity to explore her passion for painting and faux finishing with a private firm. She has served on the Georgetown Main Street Program board and Georgetown's Historic and Architectural Review Commission. Sarah graduated from the Savannah College of Art and Design with a bachelor in Historic Preservation and a minor in Computer Art.

Marie Oehlerking-Read, Project Design Assistant
512-463-3345
marie.oehlerking@thc.texas.gov

Marie joined the Texas Main Street Program in August of 2014. She previously worked with Discover Downtown Middlesboro, a certified Main Street in southeastern Kentucky, where she drafted the city's first preservation plan, established Middlesboro's first digital historic resource survey and assisted several properties in completing façade rehabilitations. Marie has a Master's degree in Historic Preservation from the University of Texas at Austin, Bachelor of Science in Architecture from the University of Texas at Arlington with a minor in Architectural History.

Community Planning Team

Planning

Emily Koller, Planner
512-463-7466
emily.koller@thc.texas.gov

Emily joined the Texas Main Street Program in April 2014. She worked as a Main Street director for an urban program on Route 66 in Tulsa, OK, as a small area planner for the City of Tulsa, OK, and most recently as a planner for the City of San Marcos, TX, a Main Street community, where she worked on all aspects of downtown planning including form-based code administration, parking management, streetscape improvements, one-way to two-way conversion and economic incentives. She has a Master's degree in Art History from the University of St. Thomas in St. Paul, MN, and a Master's in Community and Regional Planning and a specialization in Historic Preservation from the University of Texas.

Please contact Emily for downtown planning and development assistance; downtown visioning; urban design planning; and mapping & inventories.

Architecture

Riley Triggs, Architect
512-463-7462
riley.triggs@thc.texas.gov

Riley just joined the Texas Main Street Program in May of 2016. He is a broadly practicing architect and former professor at the University of Texas where he taught architecture, graphic interactive and product design, design history and design for society courses. He is currently a professor of architectural history and computer modeling at Austin Community College and is on the SXSW Interactive Festival

advisory board. He is also a founding board member of the MidTexMod regional chapter of DOCOMOMO, the international committee for the documentation and conservation of buildings, sites, and neighborhoods of the modern movement, where he continues to research, present, advocate, exhibit and organize tours of midcentury modern architecture and especially the capers of A.D. Stenger. This has fueled his interest in Austin's weird era of creative resistance and placemaking and the role historic spaces have in creating future places. Riley has a PhD/MSSD in Sustainable Design from the University of Texas at Austin, a Master's degree in Architecture from the Rice University, and a Bachelor of Architecture from the University of Texas at Austin.

Administrative

Virginia "Ginny" Owens, office manager
512-463-6006
virginia.owens@thc.texas.gov

Ginny has been with the Texas Main Street Program since 2008. She is the office manager for the Community Heritage Development Division and oversees the front desk staff along with providing assistance to the Texas Main Street Program. She has worked as a planner at the local, state and county level. Ginny has a Master's Degree in Regional and City Planning from the University of Oklahoma and a Master's Degree in Library Science from Texas Woman's University.

Kimberly Klein, administrative technician
512-463-6092
kimberly.klein@thc.texas.gov

Kimberly has been with the Texas Main Street Program since 2008. She is responsible for providing administrative support for all the programs in the Community Heritage Development Division. Prior to working at the THC, Kimberly worked for TECO-Westinghouse Motor Company managing the shipping and receiving department; Editing/Production of the company's pricing catalog and internal newsletter; and providing administrative support. Kimberly earned a Bachelor of Fine Arts in Communication Design and Bachelor of Science in Interior Design from Texas State University – San Marcos.

Please contact Kimberly for submissions of all Main Street reports, which can be emailed electronically [here](#); and List Serv inquiries and questions. She often assists Sarah Marshall with the design/layout of the *Main Street Matters* newsletter and Design Staff with Renderings, involving signage and logo/graphic design.

Agenda Item:

3D. Construction contract with Corrosion Eliminators, Inc. for the Kerrville North Tank improvements project in the amount of \$247,919.00 and authorize the city manager to execute additional change orders which will not exceed a total contract value of \$300,000.00. (staff)

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

SUBJECT: Council authorization for the City Manager to execute a construction contract with Corrosion Eliminators, Inc. for the Kerrville North Tank Improvements Project in the amount of \$247,919.00 and authorize the City Manager to execute additional change orders which will not exceed a total contract value of \$300,000.00.

FOR AGENDA OF: February 14, 2017 **DATE SUBMITTED:** February 3, 2017

SUBMITTED BY: Kyle Burow, P.E., CFM **CLEARANCES:** E.A. Hoppe
Director of Engineering Deputy City Manager

EXHIBITS: Bid Tabulation
Recommendation Letter



PAYMENT TO BE MADE TO: Corrosion Eliminators, Inc.
1002 Hwy 337
Mineral Wells, TX 760067

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$300,000.00	\$994,605.33	\$1,764,100.00	U06

REVIEWED BY THE FINANCE DIRECTOR:

The Kerrville North Ground Storage Tank is included in the City's Community Investment Plan (CIP) efforts to paint multiple water storage tanks a lighter color throughout the city to reduce potential total trihalomethane (TTHM) levels. The Stadium #1 and Summit Elevated Storage Tanks were recently painted as part of the initial CIP maintenance efforts in 2015.

TTHMs are byproducts formed during the disinfection process when chlorine is used to react with organic matter. TTHM levels become elevated as a result of more chlorination being used for disinfection due to drought conditions and extreme high temperatures. The lighter paint colors chosen as part of the CIP efforts for the storage tanks will reduce the heat transferred to the water stored in the tank, helping to decrease the overall water temperature and TTHM levels within the tanks.

The project consists of sandblasting and repainting the interior and exterior of the storage tank, replacement of several components, and installation of drain line piping improvements. On January 17, 2017, eleven bids were opened and read aloud with Corrosion Eliminators, Inc. being the apparent lowest qualified bid. City staff along with Hewitt Engineering evaluated the contractor and recommends awarding the Kerrville North Tank Improvements Project in the amount of \$247,919.00.

RECOMMENDED ACTION

Authorize the City Manager to execute a construction contract with Corrosion Eliminators, Inc. for the Kerrville North Tank Improvements Project in the amount of \$247,919.00 and authorize the City Manager to execute additional change orders which will not exceed a total contract value of \$300,000.00.

Project Name : Kerrville North Tank Improvements

Engineering Number: PW#16-022

Bid Opening: January 17, 2017

General Contractors	Bid Security	Base Bid
EJ Chris Contracting, Inc.	√	\$330,000.00
Blastco Texas Inc.	√	\$388,000.00
Worldwide Industries Corp.	√	\$486,150.00
TMI Coatings, Inc.	√	\$455,900.00
Central Tank Coatings, Inc.	√	\$370,500.00
Utility Service Co., Inc.	√	\$370,500.00
Corrosion Eliminators, Inc.	√	\$247,919.00
Champion Coatings, Inc.	√	\$354,000.00
Classic Protective Coatings, Inc.	√	\$561,700.00
L.C. United Painting, Co. Inc.	√	\$391,000.00
N.G. Painting, LP	√	\$330,804.00



Hewitt Engineering Inc.

Consulting Engineering Services

February 2, 2017

Mr. Kyle Burow, P.E., CFM
Director of Engineering
City of Kerrville
701 Main Street
Kerrville, TX 78028

**Re: North Storage Tank Improvements Project PW No. 16-022
Bid Tabulation**

Dear Kyle,

Sealed bids were received at 3:00 p.m. on January 17, 2017 for the City of Kerrville North Storage Tank Improvements project. Eleven bids were received for the project.

The total low bid for the project was submitted by Corrosion Eliminators LLC. from Mineral Wells, Texas for \$247,919.00. The engineer's estimate for this project was \$320,000.00. The project scope of work includes the repainting of the 1.0 million gallon North Ground Storage Tank and associated improvements at the tank.

The low bid is approximately 23% below the projected construction estimate of \$320,000.00 and 36% below the average bid of \$389,679 for the eleven received bids. The second lowest bid was \$330,000 by EJ Chris Contracting. Corrosion Eliminators has successfully completed projects for the City of Kerrville in the past. Based on this experience and a review and tabulation of the bids, I recommend award of the contract to Corrosion Eliminators LLC. from Mineral Wells, Texas on the basis of their low bid of \$247,919.00.

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

HEWITT ENGINEERING INC.
Texas Registered Engineering Firm F-10739

John M. Hewitt, P.E., CFM

Agenda Item:

3E. Conveyance of a 0.44 acre tract, more or less, via general warranty deed to 521 Guadalupe Street, a series of SMRJ, LLC, a Texas series limited liability company, for land behind Palacios Del Guadalupe, 521 Guadalupe Street.
(staff)

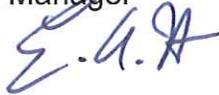
**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Conveyance of a certain tract or parcel of land comprising approximately a 0.36 acre out of the John Young Survey No. 119, Abstract No. 376, and a 0.08 acre out of the Walter Fosgate Survey No. 120, Abstract 138, in the City of Kerrville, Kerr County, Texas; part of Lot 1, Block 1, of Palacios Del Guadalupe, a subdivision of record in Volume 8 at Pages 148 and 149 of the Plat Records of Kerr County, Texas; also being part of 6.52 acres of said Lot 1 conveyed to the City of Kerrville, Texas from Charlene Spaulding by a General Warranty Deed executed the 27th day of September, 2016 and recorded in File No. 16-06231 of the Official Public Records of Kerr County, Texas.

FOR AGENDA OF: February 14, 2017 **DATE SUBMITTED:** February 3, 2017

SUBMITTED BY: E.A. Hoppe **CLEARANCES:** Don Davis
Deputy City Manager Interim City Manager

EXHIBITS: Survey
Deed



AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

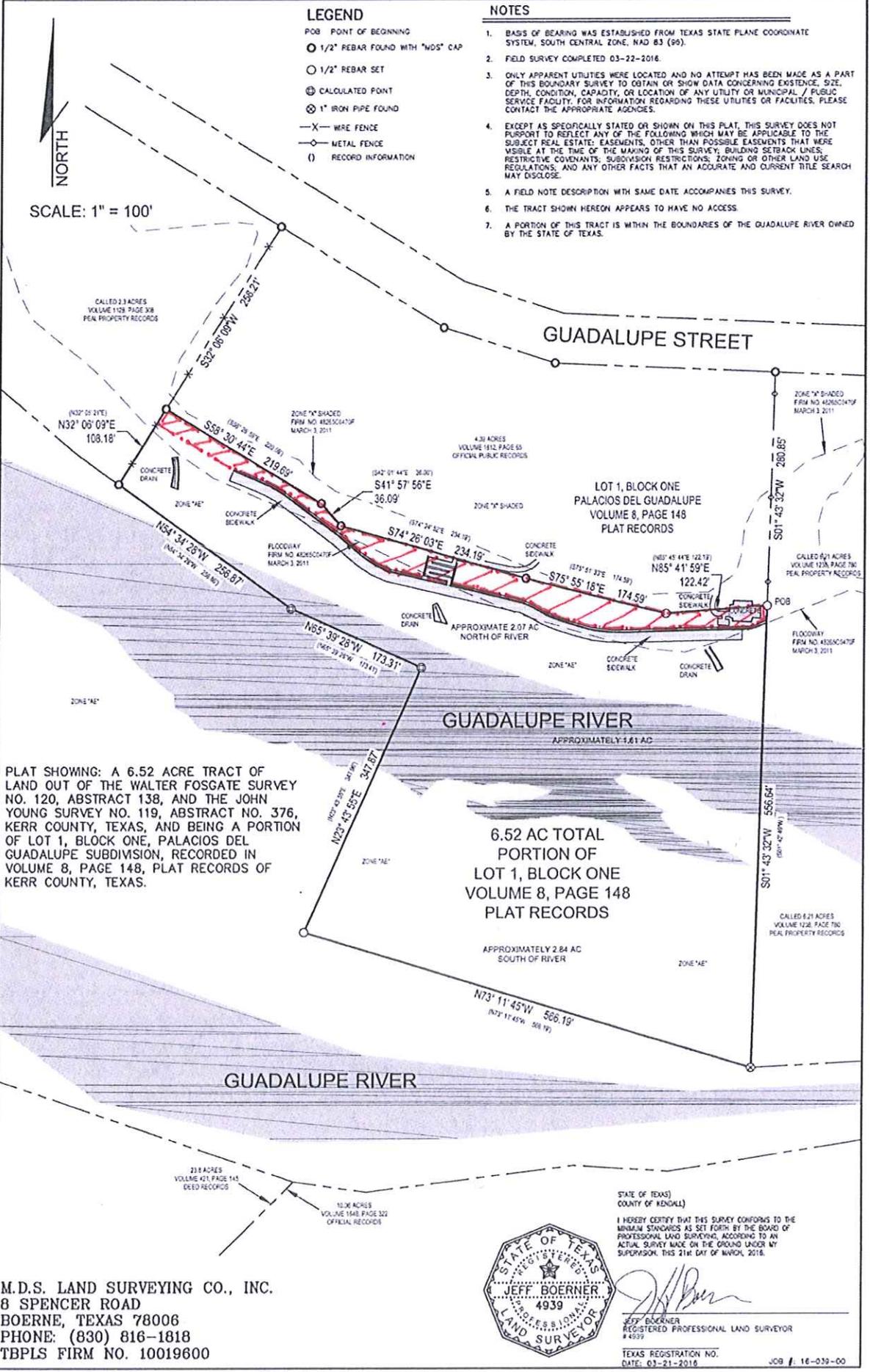
In mid-2016 the City of Kerrville acquired 6.52 acres of property along the Guadalupe River, behind the Palacios del Guadalupe condominiums, with the intent of adding this section to the River Trail's western extension. The property included a retaining wall, stairs, fence, and lawn/common area that had no real public purpose, and instead primarily serves residents of the condominiums.

The City was recently approached by the owner of 521 Guadalupe Street, which owns the footprints for buildings B and C of the Palacios del Guadalupe Condominium development, and also consequently owns part of the adjacent property to the City's tract. That owner is also a member of the Condominium HOA by virtue of their ownership of the buildings. The owner (Grantee) inquired about acquiring the .44 acres of the 6.52 acre City-owned tract that adjoins the Condominiums property and represents the area north of the retaining wall, including the stairs, fence, and common area. The Grantee has paid for the area in question to be surveyed, and the survey is attached.

Under state law, and consistent with the City's policy regarding the disposal of City-owned property, the City may convey this property to the adjacent property owner without any type of notice or bidding. City staff believes that this narrow strip of land, which is currently located within a fenced area and only benefits the owners of the condominiums, serves and will serve no public purpose and would actually create a higher level of maintenance than the remainder of the property. Conveying the property will have no impact on the City's use of the remainder of the property or the proposed river trail. The value to the City of conveying the property is with respect to not having to develop this property to account for public use and reduced maintenance costs in the future. Following conveyance, of which the Grantee will be paying for all title work and closing costs, the City will plat the property in accordance with its Subdivision Regulations.

RECOMMENDED ACTION

Staff recommends approval of conveying said tract of land to the Grantee as proposed.



LEGEND

- POB POINT OF BEGINNING
- 1/2" REBAR FOUND WITH "NDS" CAP
- 1/2" REBAR SET
- ⊕ CALCULATED POINT
- ⊙ 1" IRON PIPE FOUND
- X- WIRE FENCE
- ◇ METAL FENCE
- () RECORD INFORMATION

NOTES

1. BASIS OF BEARING WAS ESTABLISHED FROM TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (90).
2. FIELD SURVEY COMPLETED 03-22-2016.
3. ONLY APPARENT UTILITIES WERE LOCATED AND NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL / PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.
4. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF THE MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. A FIELD NOTE DESCRIPTION WITH SAME DATE ACCOMPANIES THIS SURVEY.
6. THE TRACT SHOWN HEREON APPEARS TO HAVE NO ACCESS.
7. A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE GUADALUPE RIVER OWNED BY THE STATE OF TEXAS.

SCALE: 1" = 100'



PLAT SHOWING: A 6.52 ACRE TRACT OF LAND OUT OF THE WALTER FOSGATE SURVEY NO. 120, ABSTRACT 138, AND THE JOHN YOUNG SURVEY NO. 119, ABSTRACT NO. 376, KERR COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK ONE, PALACIOS DEL GUADALUPE SUBDIVISION, RECORDED IN VOLUME 8, PAGE 148, PLAT RECORDS OF KERR COUNTY, TEXAS.

6.52 AC TOTAL PORTION OF LOT 1, BLOCK ONE VOLUME 8, PAGE 148 PLAT RECORDS

APPROXIMATELY 2.84 AC SOUTH OF RIVER

GUADALUPE RIVER APPROXIMATELY 1.61 AC

APPROXIMATE 2.07 AC NORTH OF RIVER

M.D.S. LAND SURVEYING CO., INC.
 8 SPENCER ROAD
 BOERNE, TEXAS 78006
 PHONE: (830) 816-1818
 TBPLS FIRM NO. 10019600

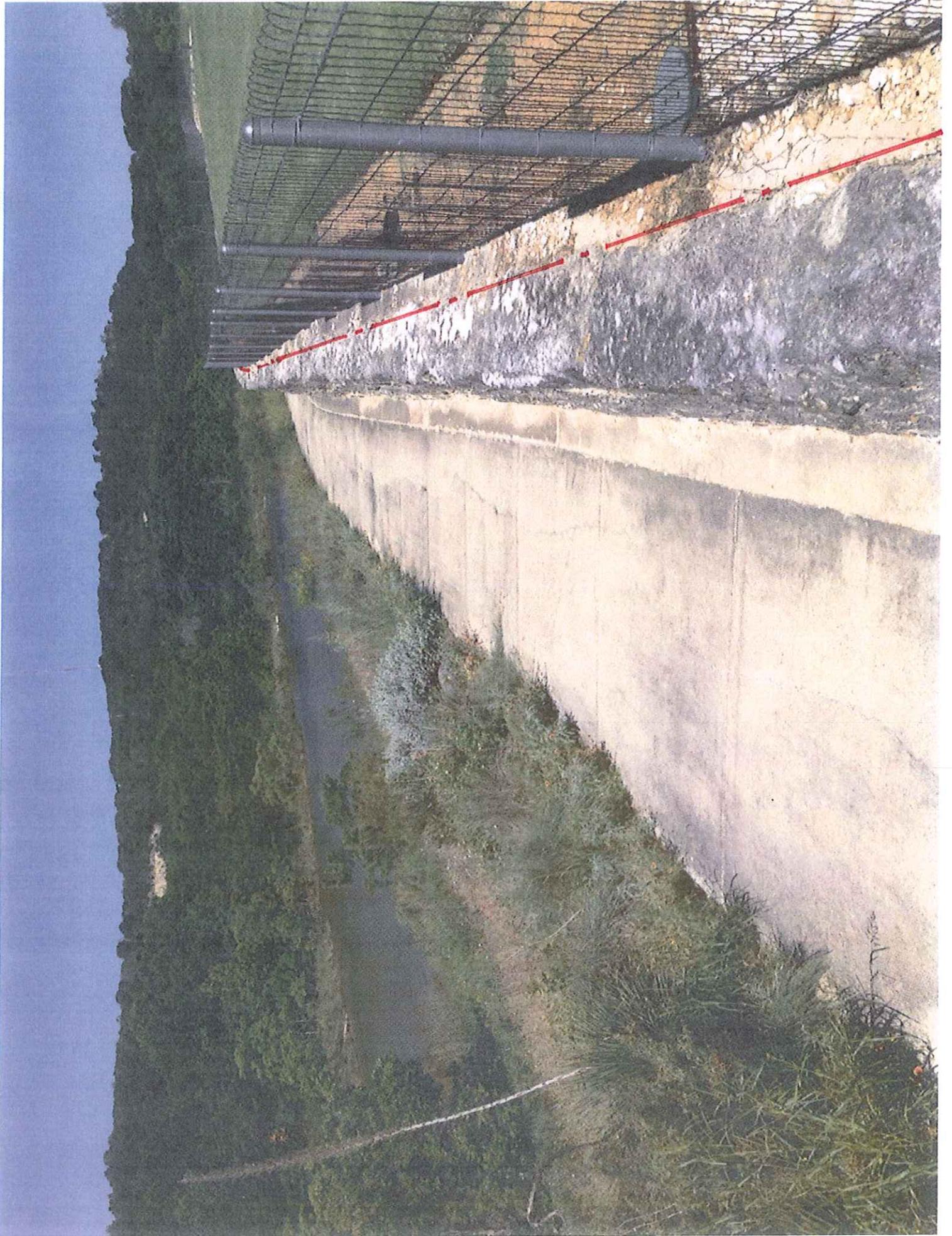


STATE OF TEXAS
 COUNTY OF KENDALL

I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYING, ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THIS 21st DAY OF MARCH, 2016.

Jeff Boerner
 JEFF BOERNER
 REGISTERED PROFESSIONAL LAND SURVEYOR
 #4939

TEXAS REGISTRATION NO. _____
 DATE: 03-21-2016



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: February __, 2017

Grantor: City of Kerrville, Texas, a Texas home-rule municipality

Grantors' Mailing Addresses: City Hall, 701 Main Street, Kerrville, TX 782028

Grantee: 521 Guadalupe Street, a series of SMRJ, LLC, a Texas series limited liability company

Grantee's Mailing Address: 1934 Freedom Trail, Kerrville, Texas 78028

Consideration: The sum of TEN AND NO/100 DOLLARS cash, and other good and valuable consideration in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist.

Property: All of a certain tract or parcel of land comprising approximately a 0.36 acre out of the John Young Survey No. 119, Abstract No. 376, and a 0.08 acre out of the Walter Fosgate Survey No. 120, Abstract 138, in the City of Kerrville, Kerr County, Texas; part of Lot 1, Block 1, of Palacios Del Guadalupe, a subdivision of record in Volume 8 at Pages 148 and 149 of the Plat Records of Kerr County, Texas; also being part of 6.52 acres of said Lot 1 conveyed to the City of Kerrville, Texas from Charlene Spaulding by a General Warranty Deed executed the 27th day of September, 2016 and recorded in File No. 16-06231 of the Official Public Records of Kerr County, Texas, and being more particularly described and depicted in **Exhibit A**, attached hereto and made a part hereof for all purposes, together with all rights, benefits, privileges, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto and together with any and all improvements thereon and fixtures attached thereto.

Reservations from Conveyance and Exceptions to Conveyance and Warranty: None.

Notwithstanding any provision herein contained to the contrary, the Property conveyed hereby is being sold and assigned and is being accepted "AS IS" in its present condition without any representation or warranty express or implied, except the warranty of title set forth herein; IT BEING UNDERSTOOD that any implied warranties including merchantability, habitability, workmanship, condition, or fitness for any particular purpose are DISCLAIMED.

Grantee hereby assumes and agrees to pay all taxes affecting the Property for the year 2017 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject as aforesaid unto Grantee and Grantee's heirs, successors, and assigns, forever; and Grantor binds Grantor and Grantor's heirs and successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Don Davis, Interim City Manager
City of Kerrville, TX

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on February ____, 2017, by Don Davis, Interim City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

FIELD NOTES DESCRIPTION FOR 0.44 ACRE OUT OF
LOT 1, BLOCK 1, PALACIOS DEL GUADALUPE ON
GUADALUPE STREET IN THE CITY OF KERRVILLE,
KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land comprising, approximately, 0.36 acre out of John Young Survey No. 119, Abstract No. 376, and 0.08 acre out of Walter Fosgate Survey No. 120, Abstract No. 138, in the City of Kerrville, Kerr County, Texas; part of Lot 1, Block 1, of Palacios Del Guadalupe, a subdivision of record in Volume 8 at Pages 148 and 149 of the Plat Records of Kerr County, Texas; also being part of 6.52 acres of said Lot 1 conveyed to the City of Kerrville, Texas from Charlene Spaulding by a General Warranty Deed executed the 27th day of September, 2016 and recorded in File No. 16-06231 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at a fence cornerpost for the most northerly corner of the herein described tract and said 6.52 acres, in the northwest line of said Lot 1, the most westerly corner of 4.39 acres of Lot 1 described in a Declaration of Palacios Del Guadalupe Condominiums executed the 7th day of June, 2007 and recorded in Volume 1612 at Page 65 of the Official Public Records of Kerr County, Texas;

THENCE, upon, over and across said Lot 1, with the common line between said 6.52 acres and said 4.39 acres, each point marked with a set ½" iron stake: S.58°30'28"E. 220.10 ft. (S.58°26'59"E. 220.09 ft.); S.42°05'13"E. 36.00 ft. (S.42°01'44"E. 36.00 ft.); S.74°28'21"E. 234.20 ft. (S.74°24'52"E. 234.19 ft.); S.75°55'02"E. 174.60 ft. (S.75°51'33"E. 174.59 ft.); and N.85°42'15"E. 122.19 ft. (N.85°45'44"E. 122.19 ft.) to the northeast corner of the herein described tract and said 6.52 acres, the southeast corner of said 4.39 acres, in the east line of said Lot 1, the west line of 6.21 acres conveyed to Dietert Claim Senior Center, Inc. from Morteza Bagheri, et al, by a General Warranty Deed executed the 30th day of December, 2002 and recorded in Volume 1238 at Page 778 of the Real Property Records of Kerr County, Texas;

THENCE, with the common line between said Lot land said 6.21 acres, with the east line of said 6.52 acres, S.01°43'05"W. (S.01°42'49"W.) 5.07 ft. to a ½" iron stake set for a southeasterly corner of the herein described tract;

THENCE, upon, over and across said Lot 1 and said 6.52 acres, each point marked with a set "mag" nail: S.89°10'27"W. 1.79 ft. to a reentrant corner of the herein described tract; S.00°47'27"E. 14.34 ft.; S.70°17'04"W. 18.96 ft.; S.87°52'07"W. 10.14 ft.; S.89°05'35"W. 61.16 ft.; S.87°59'29"W. 78.91 ft.; N.89°18'30"W. 20.05 ft.; N.83°48'20"W. 20.14 ft.; N.75°30'44"W. 15.82 ft.; N.70°01'07"W. 40.21 ft.; N.62°58'35"W. 34.14 ft.; N.77°11'01"W. 129.30 ft.; N.76°42'11"W. 39.76 ft.; N.71°06'56"W. 10.88 ft.; N.58°23'21"W. 19.68 ft.; N.53°53'49"W. 6.57 ft.; N.48°22'23"W. 23.52 ft.; N.50°35'33"W. 19.77 ft.; N.54°00'26"W. 50.19 ft.; N.52°29'41"W. 19.84 ft.; N.56°53'29"W. 19.76 ft.; N.62°55'16"W. 20.09 ft.; N.68°08'58"W. 19.93 ft.; and N.58°30'37"W. 123.58 ft. to a ½" iron stake set for the most westerly corner of the herein described tract in the northwest line of said Lot 1 and said 6.52 acres, the southeast line of 2.3 acres conveyed to Dan Germany, et al, from Fred Woodell by a Warranty Deed executed the 11th day of June, 2001 and recorded in Volume 1128 at Page 308 of the Real Property Records of Kerr County, Texas;

THENCE, with the common line between said Lot 1 and said 2.3 acres, the northwest line of said 6.52 acres, N.32°05'28"E. (N.32°05'21"E.) 17.52 ft. to the PLACE OF BEGINNING containing 0.44 acre of land, more or less, within these metes and bounds. Note: All set ½" iron stakes marked with red plastic cap inscribed with "VOELKEL SURVEYING".

Page 2 – 0.44 Acre out of Lot 1, Block 1, Palacios
Del Guadalupe in the City of Kerrville,
Kerr County, Texas

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

Date surveyed: December 20, 2016

Dated this 29th day of December, 2016



Don W. Voelkel
Registered Professional Land Surveyor No. 3990



I hereby certify that this plat and accompanying field notes were prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in the State of Texas. The property shown and described herein as determined by a survey made on the ground under my direction and control, and that the same are true and correct as shown on the plat and field notes hereon attached.

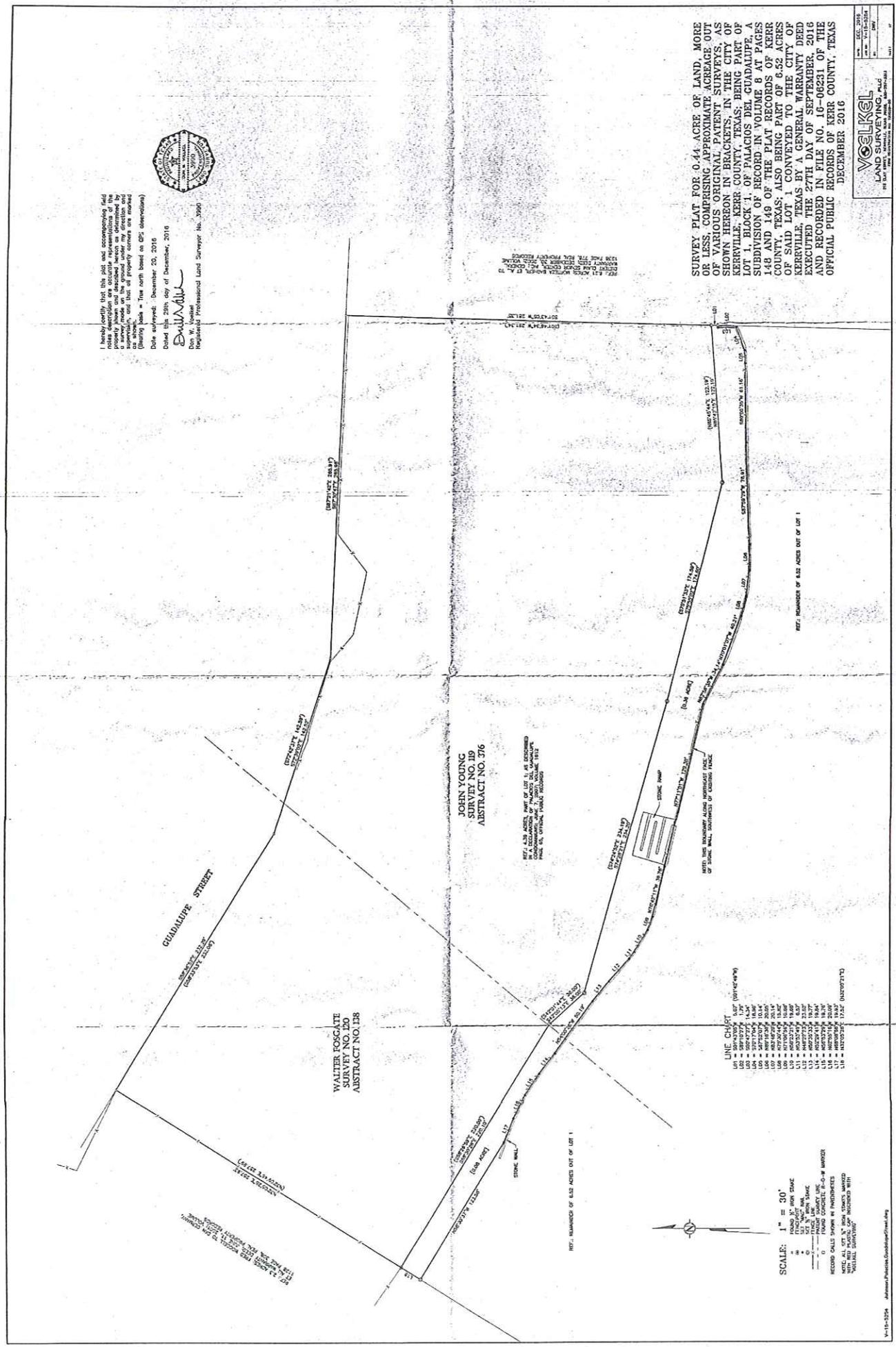
(bearing date = True north based on GPS observations)

Date surveyed: December 20, 2016



Don W. Voelkel
 Registered Professional Land Surveyor No. 3099

SURVEY PLAT FOR 0.44-ACRE OF LAND, MORE OR LESS, COMPRISING APPROXIMATE ACREAGE OUT OF VARIOUS ORIGINAL PATENT SURVEYS, AS SHOWN HEREON IN BRACKETS, IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; BEING PART OF LOT 1, BLOCK 1, OF PALACIOS DEL GUADALUPE, A SUBDIVISION OF RECORD IN VOLUME B AT PAGES 16 AND 149 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS; ALONG WITH PART OF 6.35 ACRES OF SAID LOT, ACCORDING TO THE GENERAL WARRANT DEED OF SAID LOT, CONVEYED TO THE CITY OF KERRVILLE, TEXAS BY A GENERAL WARRANTY DEED EXECUTED THE 27TH DAY OF SEPTEMBER, 2016 AND RECORDED IN FILE NO. 16-06231 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS DECEMBER 2016



WALTER ROSGATE
 SURVEY NO. 120
 ABSTRACT NO. 128

JOHN YOUNG
 SURVEY NO. 119
 ABSTRACT NO. 376

LINE CHART

107	= 201103774	1.07
108	= 201103774	1.08
109	= 201103774	1.09
110	= 201103774	1.10
111	= 201103774	1.11
112	= 201103774	1.12
113	= 201103774	1.13
114	= 201103774	1.14
115	= 201103774	1.15
116	= 201103774	1.16
117	= 201103774	1.17
118	= 201103774	1.18
119	= 201103774	1.19
120	= 201103774	1.20
121	= 201103774	1.21
122	= 201103774	1.22
123	= 201103774	1.23
124	= 201103774	1.24
125	= 201103774	1.25
126	= 201103774	1.26
127	= 201103774	1.27
128	= 201103774	1.28
129	= 201103774	1.29
130	= 201103774	1.30
131	= 201103774	1.31
132	= 201103774	1.32
133	= 201103774	1.33
134	= 201103774	1.34
135	= 201103774	1.35
136	= 201103774	1.36
137	= 201103774	1.37
138	= 201103774	1.38
139	= 201103774	1.39
140	= 201103774	1.40
141	= 201103774	1.41
142	= 201103774	1.42
143	= 201103774	1.43
144	= 201103774	1.44
145	= 201103774	1.45
146	= 201103774	1.46
147	= 201103774	1.47
148	= 201103774	1.48
149	= 201103774	1.49
150	= 201103774	1.50
151	= 201103774	1.51
152	= 201103774	1.52
153	= 201103774	1.53
154	= 201103774	1.54
155	= 201103774	1.55
156	= 201103774	1.56
157	= 201103774	1.57
158	= 201103774	1.58
159	= 201103774	1.59
160	= 201103774	1.60
161	= 201103774	1.61
162	= 201103774	1.62
163	= 201103774	1.63
164	= 201103774	1.64
165	= 201103774	1.65
166	= 201103774	1.66
167	= 201103774	1.67
168	= 201103774	1.68
169	= 201103774	1.69
170	= 201103774	1.70
171	= 201103774	1.71
172	= 201103774	1.72
173	= 201103774	1.73
174	= 201103774	1.74
175	= 201103774	1.75
176	= 201103774	1.76
177	= 201103774	1.77
178	= 201103774	1.78
179	= 201103774	1.79
180	= 201103774	1.80
181	= 201103774	1.81
182	= 201103774	1.82
183	= 201103774	1.83
184	= 201103774	1.84
185	= 201103774	1.85
186	= 201103774	1.86
187	= 201103774	1.87
188	= 201103774	1.88
189	= 201103774	1.89
190	= 201103774	1.90
191	= 201103774	1.91
192	= 201103774	1.92
193	= 201103774	1.93
194	= 201103774	1.94
195	= 201103774	1.95
196	= 201103774	1.96
197	= 201103774	1.97
198	= 201103774	1.98
199	= 201103774	1.99
200	= 201103774	2.00

SCALE: 1" = 30'

CONVEYED TO THE CITY OF KERRVILLE, TEXAS BY A GENERAL WARRANTY DEED EXECUTED THE 27TH DAY OF SEPTEMBER, 2016 AND RECORDED IN FILE NO. 16-06231 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS DECEMBER 2016

Agenda Item:

3F. Automatic Mutual Aid Fire Protection Agreement between the City of Kerrville, Texas, and Tierra Linda Volunteer Fire Department for services within Northwest Hills residential subdivision. (Staff)

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

SUBJECT: Automatic Mutual Aid Agreement with Tierra Linda Volunteer Fire Department (TLVFD)

FOR AGENDA OF: February 14, 2017

DATE SUBMITTED: January 26, 2017

SUBMITTED BY: Dannie Smith, Fire Chief **CLEARANCES:** Don Davis,
Interim City Manager

EXHIBITS: Automatic Mutual Aid Agreement and map identifying proposed area of response.

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

In May of 2008, the City of Kerrville was notified by the Insurance Service Office Inc. (ISO), that our Public Protection Classification (PPC) would be upgraded from a Class #3, to a Split Class 2/10-PPC. This means that properties within the City Limits, and 5 miles of a fire station qualify for a ISO Class #2-PPC, and those beyond 5 miles of a fire station are designated as an ISO Class #10-PPC. At that time some areas of Northwest Hill's subdivision received an ISO Class #2-PPC. In 2016, ISO re-inspected our service area and determined these areas were beyond the 5 mile required distance of a Kerrville Fire Station. This resulted in a change of classification for those areas of Northwest Hill's, from Class #2-PPC to Class #10-PPC. ISO has since informed Northwest Hill's Subdivision that these areas may be reclassified as Class #2, if the Kerrville Fire Department enters into an automatic mutual aid agreement with the TLVFD. This is possible because these areas are within 5 miles of a TLVFD fire station. This arrangement is similar to the automatic mutual aid agreement we have with the Center Point Volunteer Fire Department, to achieve an ISO Class #2 Rating at Kerrville/Kerr County Airport.

RECOMMENDED ACTION

Staff recommends City Council authorize the City Manager to enter into an Automatic Mutual Aid Agreement with the TLVFD to designated areas of Northwest Hills Subdivision.

**AUTOMATIC MUTUAL AID FIRE PROTECTION AGREEMENT
BETWEEN THE CITY OF KERRVILLE, TEXAS, AND THE TIERRA
LINDA VOLUNTEER FIRE DEPARTMENT**

This Agreement is entered into between the **City of Kerrville, Texas** (“Kerrville”), a Texas home-rule municipal corporation, and the **Tierra Linda Volunteer Fire Department** (“TLVFD”). Kerrville and TLVFD have mutually agreed to enter into this Automatic Mutual Aid Agreement for fire protection services for the Northwest Hills residential subdivision (“Northwest Hills”), as depicted on the map attached as **Exhibit A**.

RECITALS

Whereas, Kerrville and TLVFD currently provide fire protection and other types of emergency response services to residents in their respective jurisdictions or service areas; and

Whereas, Kerrville and TLVFD have previously cooperated in the provision of emergency and fire protection services through mutual aid or first responder contracts; and

Whereas, Kerrville desires to enhance its emergency resources, response, and capabilities within and to Northwest Hills by having TLVFD dispatched and responding to emergency calls on an automatic assistance basis so that TLVFD’s nearest available unit responds along with Kerrville units to the incidents specified in this Agreement, regardless of the jurisdiction involved; and

Whereas, it is the intent of this “Automatic Mutual Aid Fire Protection Agreement between the City of Kerrville, Texas, and Tierra Linda Volunteer Fire Department” (“Agreement”) that the capabilities and coordination of each party’s abilities to protect lives and property be efficiently enhanced;

Now therefore, in consideration of the mutual covenants, agreements, and benefits acknowledged and received by each party, it is hereby agreed as follows:

TERMS

1. The parties to this Agreement are Kerrville and TLVFD. The initial term of this Agreement shall be for one year, effective February 15, 2017, unless terminated earlier pursuant to Section 17. Thereafter, the Agreement shall renew automatically on an annual basis.
2. TLVFD, upon notification of a fire incident, agrees to automatically dispatch its nearest available unit(s) to the scene of an emergency within the area described in the map contained in **Exhibit A**. The “nearest available unit” shall mean TLVFD’s unit that meets the requirements for that type of emergency and is capable of responding quickest to a call. TLVFD shall respond only to the extent that a unit is readily available, which determination shall be made solely in the discretion of the TLVFD.

3. TLVFD shall only be required to respond to reports of structural fire calls within the area described in the map contained in **Exhibit A**.
4. The parties agree to follow the National Incident Management System (NIMS) as promulgated by the U.S. Department of Homeland Security to provide for the efficient management of emergencies and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures for those emergencies requiring the use of units from the parties.
5. The parties agree to cooperatively acquire equipment designed to maximize the compatibility of the equipment held by both parties. Each party shall be solely responsible for its equipment or property, including any losses or damages, in the performance of this Agreement.
6. TLVFD agrees that volunteer firefighters shall be trained according to State Firemen's and Fire Marshals' Association of Texas standards.
7. Each party shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A party shall not be liable for benefits or any other compensation for injuries to or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency.
8. Specifically citing Texas Government Code Section 791.006(a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party that employs such person or for which such person is engaged as a volunteer. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this section is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.
9. It is expressly understood and agreed that this Agreement does not waive any immunity or defense, including sovereign immunity, that would otherwise be available to a party against third-party claims arising from activities performed under this Agreement, nor is any provision of this Agreement intended to create additional liability of the parties for the acts of their employees or volunteers.
10. The parties agree to cooperate in the development of procedures and protocols, including but not limited to dispatch, communications coordination, training, and other activities that will enhance the ability of the parties to fulfill their mission.

11. When responding to a call for automatic aid outside of its jurisdictional territory, TLVFD shall keep a record of “time of dispatch” and “response time” for each call and such other necessary information or reports required by the receiving party for its record-keeping purposes.
12. The parties agree to comply with all applicable state, local, and federal laws and regulations in providing services under this Agreement. The parties agree to cooperate in executing such further or subsidiary agreements as may be required.
13. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
14. Neither party shall have any right to any payment or reimbursement from the other party under this Agreement. The parties agree to cooperate with each other in seeking reimbursement from state or federal authorities to the extent such opportunities present themselves.
15. This Agreement supersedes any previous automatic aid agreement between the parties. Any previous statement or understanding regarding automatic aid that is not included in this Agreement shall be of no force or effect until executed as an amendment to this Agreement.
16. The parties agree to cooperate in an annual evaluation of this Agreement in order to ensure that terms of the agreement are providing an efficient enhancement of both parties ability to protect lives and property.
17. This Agreement may be terminated by either party, with or without cause, upon 90 days written notice. Notice shall be provided by certified mail, return receipt requested, at the following addresses:

Chief, Kerrville Fire Department
City Hall
701 Main Street
Kerrville, TX 78028

Chief, Tierra Linda Volunteer Fire Department
406 Oak Alley
Gillespie County
Kerrville, TX 78028

18. No term or provision in this Agreement creates a partnership or joint venture between the parties.

19. The parties agree to schedule joint training exercises between the stations likely to provide services under this Agreement as soon as possible, to periodically meet to review procedures and operations, and to recommend amendments to this Agreement.
20. If for any reason any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect, impair, or invalidate the remaining provisions of this Agreement but shall be confined in its operations to the specific sections, sentences, clauses, or parts of this Agreement and shall not affect or prejudice in any way the validity of this Agreement in any other instance.

EXECUTED this ____ day of _____, 2017.

CITY OF KERRVILLE

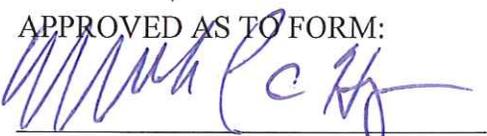
**TIERRA LINDA VOLUNTEER
FIRE DEPARTMENT**

By _____
Don Davis, Interim City Manager

By _____
Its: _____

ATTEST:

Brenda G. Craig, City Secretary

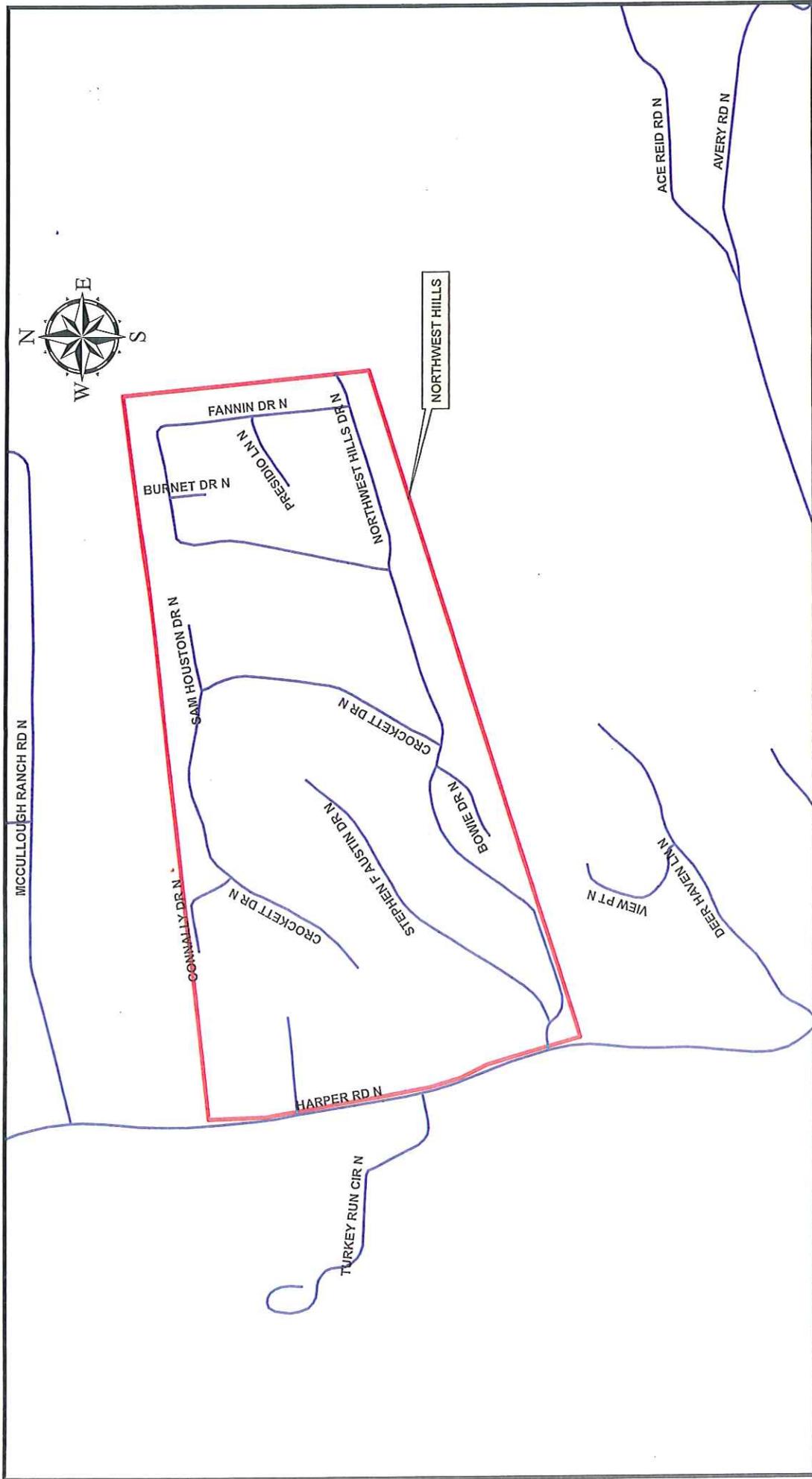
APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

APPROVED AS TO CONTENT:

Dannie Smith, Fire Chief

NORTHWEST HILLS SUBDIVISION - KERR COUNTY



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

Agenda Item:

3G. Agreement between the City of Kerrville and Texas First Group for interim city planner services.

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

SUBJECT: Approval of an agreement between the City of Kerrville and Texas First Group for interim city planner services.

FOR AGENDA OF: Feb. 14, 2017 **DATE SUBMITTED:** 02/02/17

SUBMITTED BY: Don Davis **CLEARANCES:**
Interim City Manager

EXHIBITS:

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Trent Robertson resigned his position as City Planner effective February 17, 2017. It is anticipated to take 3-5 months to hire a permanent city planner. In order to maintain continuity within that department, it is felt we need an experienced interim city planner.

Attached is an agreement with Texas First Group for the provision of interim city planner. Pursuant to this agreement, Texas First Group will provide personnel appropriate to handle the responsibilities of interim city planner. Texas First Group will assign Mr. Gordon Browning to the position. The City of Kerrville will be billed on an hourly rate of \$46.00. This will not have a negative impact on the budget.

Mr. Browning worked as city planner for the City of Kerrville from 2006-2012. He understands all the City's ordinances and therefore can contribute immediately. Attached is a copy of Mr. Browning's resume.

RECOMMENDED ACTION

Authorize the interim city manager to execute the contract with Texas First Group.

J. Gordon Browning, Jr.
604 W. Morse
Fredericksburg, Texas 78624
830-990-8093, GBrowning3@aol.com

Providing 30 years of municipal, county, regional and private sector planning, development and public administration experience.

SKILL PROFILE:

Well-rounded background in long-range and current planning in cities experiencing rapid growth.

Skilled in building consensus on potentially divisive issues.

Excellent research, writing and presentation skills.

Extensive experience successfully managing high profile projects.

Supervisory and budget preparation experience.

EXPERIENCE:

Interim Community Development Director, City of Castroville, October 2016 – February 2017

Interim Director of Planning & Development Services, City of Abilene, August 2015 – December 2015

Interim Planner, City of Big Spring, May 2013 – June 2014

Senior Planner, City of Kerrville, August 2006 - March 2012

Manager of Planning and Zoning - City Planner, City of Mesquite, October 2000 - August 2006

Senior Planner, City of Mesquite, July 1988 - October 2000

Director of Planning, Southeast Georgia Area Planning and Development Commission, Waycross, Georgia, June 1987 - July 1988

Land Planner, Haynie, Kallman & Grey, Inc., Consulting Engineers, Austin, Texas, July 1985 - January 1987

Planner II, City of Round Rock, June 1983 - July 1985

County Planner, Fond Du Lac County, Wisconsin, August 1977 - January 1981

EDUCATION

Bachelor of Arts, Geography, University of Texas at Austin

Masters of Science, Urban Studies, University of Texas at San Antonio

AGREEMENT FOR INTERIM CITY PLANNER

State of Texas
County of Kerr

For good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, this agreement is made by and between the City of Kerrville, Texas, a Texas Municipal Corporation (hereinafter referred to as the "City") and Texas First Group Replacement Service, Inc., (hereinafter referred to as "Texas First Group").

Texas First Group shall provide personnel appropriate to handle the responsibilities of Interim City Planner of the City, beginning on _____, 2017. Incident to such responsibilities, the person assigned by Texas First Group shall have all powers and duties as set forth in the City's Home Rule Charter, City Ordinances, City Policy, State law, and as further delegated by the Deputy City Manager. The parties agree that Gordon Browning shall handle the Interim City Planner responsibilities during the term of this agreement. The parties agree and acknowledge that Texas First Group and/or Gordon Browning may continue professional consultation work for other clients during the term of this agreement, and further agree and acknowledge that time spent on such consultation will not be billed to the City.

Texas First Group acknowledges that its provision of services is at the discretion of the City Manager and that the City Manager may terminate this agreement at his discretion at any time, with or without cause. The hours of the work week for the Interim City Planner shall be determined by the Deputy City Manager, but the parties acknowledge and agree that some weeks include meetings that will either continue beyond 5:00 PM or start after 5:00 PM.

Texas First Group may assign personnel other than Gordon Browning to act as Interim City Planner, but only with the prior written express consent of the City.

In consideration of its agreement, the City shall 1) Pay to Texas First Group the sum of \$46.00 per hour for its services, with a minimum billing increment of thirty (30) minutes; 2) Reimburse Texas First Group for any direct expenses incurred by the Interim City Planner in connection with providing services performed for the City at City's request; 3) Pay automobile mileage (at the current IRS rate) for daily round trip commuting for Gordon Browning to/from his home in Fredericksburg, as well as for the use of his car for City business use during the term of this Agreement. If an individual other than Gordon Browning is assigned to act as Interim City Planner, as provided above, any similar reimbursement will be as agreed by the parties. The parties agree that the City shall not make nor be responsible for any deductions or withholdings for any pay or benefits associated with this agreement. Responsibility for all required tax and other payments remains solely with Texas First Group and Gordon Browning. The City will not provide any other benefits to Texas First Group or Gordon Browning, to include medical/dental, retirement, or leave time.

Texas First Group will provide a billing statement to the City on a bi-weekly basis and such billing statement will be due and payable upon receipt thereof by the City and City shall thereafter make payment to Texas First Group pursuant to the billing statement in accordance with the City's payment policies.

In the event that the City permanently hires the person placed by Texas First Group to perform the services pursuant to this agreement for the position described in this agreement or within sixty (60) days of the termination of the agreement, the City agrees to pay an additional consulting fee to Texas First Group in an amount equal to ten percent (10%) of the annualized salary of the full time position being filled by the person performing interim services pursuant to this agreement.

The parties agree that the person named above to handle the Interim City Planner duties for the City, or any other individual serving in that capacity with the City through Texas First Group, will be serving in the capacity of a public official for the City. To the extent permitted by law, the City hereby agrees to indemnify and hold harmless Gordon Browning, and/or Texas First Group, and its owners, Kerry Sweatt and WJ Sweatt, and/or any other individual serving as the Interim City Planner under this agreement from and against any and all claims, causes of action, damages, losses, and/or costs, including reasonable attorneys' fees and expenses, resulting from or arising out of the services provided to the City pursuant to this agreement to the extent such liability or costs are covered under any existing insurance policy or coverage under an interlocal agreement providing liability coverage to the City officials and employees while acting within the scope of their employment with the City. City agrees to obtain an endorsement to its insurance policy or interlocal agreement to provide coverage for the Texas First Group, and its owners, Kerry Sweatt and WJ Sweatt. The indemnity provided by the City herein shall not exceed the limits of liability coverage afforded to the City through its General Liability Insurance Policy coverage from the Texas Municipal League Intergovernmental Risk Pool.

To the extent permitted under its workers' compensation coverage, City will provide workers' compensation coverage for the Interim City Planner while in the scope of performing services under this agreement.

Notices to the parties shall be directed as follows:

To the City: Don Davis, Interim City Manager
701 Main St.
Kerrville, TX 78028

To Texas First Group: Kerry Sweatt, Partner
Texas First Group
P.O. Box 157
Leahey, TX 78873

The parties specifically reserve the right to designate other addresses for notices in writing from time to time.

This agreement constitutes the full and complete agreement of the parties, and all other prior and/or contemporaneous agreements between the parties have been merged herein. Any future amendment of this agreement shall be in writing and shall require the written consent of both parties.

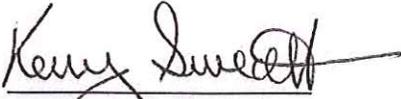
This agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Texas and of the United States.

The parties agree and consent to the jurisdiction of and venue in the Courts of Kerr County, Texas, and of the United States District Court for the Western District of Texas and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions among the parties with respect to the subject matter hereof.

The parties further agree that such courts shall be the exclusive forums for the resolution of any actions among the parties with respect to the subject matter hereof.

EXECUTED in duplicate originals to be effective on the _____ day of _____, 2017.

Don Davis, Interim City Manager
City of Kerrville, Texas


Kerry Sweat, Partner
Texas First Group

Attest: _____
Brenda Craig, City Secretary
City of Kerrville, Texas

Agenda Item:

4A. Appointment to fill a vacancy, Kerrville City Councilmember Place Four.
(staff)

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

SUBJECT: Consider applications and appointment thereof to fill a vacancy, Kerrville City Councilmember Place Four

FOR AGENDA OF: February 14, 2017 **DATE SUBMITTED:** February 8, 2017

SUBMITTED BY: Brenda Craig
City Secretary

CLEARANCES: Don Davis, Interim City Manager
Mike Hayes, City Attorney

EXHIBITS: None



AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

In accordance with the City Charter, Section 2.04, "Vacancies in the City Council shall be filled by the Council for the remainder of the unexpired term. The Council shall appoint a qualified elector to fill a vacancy within thirty (30) days after such vacancy occurs. For purposes of this section and the Charter, a "qualified elector" or "qualified voter" means a "registered voter" in accordance with state law." Councilmember Gene Allen resigned effective January 26, 2017.

RECOMMENDED ACTION

City Council may consider the appointment to fill the vacancy for Councilmember Place Four position.

Agenda Item:

4B. Resolution No. 04-2017, providing for the city's approval or disapproval of the Kerr Central Appraisal District's construction of a new office located at 212 Oak Hollow Drive and the sale of its current appraisal office located at 1836 Junction Highway. (Kerr Central Appraisal District)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 04-2017**

**A RESOLUTION PROVIDING FOR THE CITY'S APPROVAL OR
DISAPPROVAL OF THE KERR CENTRAL APPRAISAL DISTRICT'S
CONSTRUCTION OF A NEW APPRAISAL OFFICE LOCATED AT 212
OAK HOLLOW DRIVE AND THE SALE OF ITS CURRENT APPRAISAL
OFFICE LOCATED AT 1836 JUNCTION HIGHWAY**

WHEREAS, Section 6.051 of the Texas Tax Code ("Section 6.051") allows an appraisal district to acquire real property by purchase or lease and to construct a building or other improvement for the purpose of establishing and operating its appraisal office or a branch appraisal office; and

WHEREAS, Section 6.051 requires that the board of directors of an appraisal district must propose the property transaction by resolution which must then be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members; and

WHEREAS, the Board of Directors for the Kerr Central Appraisal District ("KCAD") previously submitted a resolution and background information to City Council describing KCAD's proposed purchase of property, the financing of the purchase, and the construction of a new appraisal office and asked Council to support the proposal; and

WHEREAS, City Council, pursuant to its adoption of Resolution No. 26-2015, approved the purchase of property for KCAD's construction of a new building to be used as its appraisal office; and

WHEREAS, KCAD is ready to move forward with construction of its building, and in so doing and in accordance with state law, has submitted a resolution and background information to City Council with respect to the pending construction, plans to sell its current appraisal office located at 1836 Junction Highway, and the proportionate amount that each taxing unit would need to pay pursuant to KCAD's proposed financing of the project; and

WHEREAS, City Council finds it to be in the public interest to either approve or disapprove of KCAD's proposal as indicated below;

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

SECTION ONE. KCAD's proposed construction of a new appraisal office, to be located at 212 Oak Hollow, Kerrville, TX 78028, and its planned sale of its existing appraisal office located at 1836 Junction Highway, Kerrville, TX 78028, as described within the Resolution adopted by KCAD and signed on February 10, 2017, which is attached as **Exhibit A** hereto, is _____ (**APPROVED OR DISAPPROVED**).

SECTION TWO. City Council directs the City Secretary to forward a copy of this Resolution to the Chief Appraiser of the Kerr Central Appraisal District on or before the 30th day after the City's receipt of notification of the aforementioned Resolution from KCAD.

PASSED AND APPROVED ON this the ____ day of _____, A.D., 2017.

Bonnie White, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

**KERR CENTRAL APPRAISAL DISTRICT'S
CAD RESOLUTION**

WHEREAS, the Texas Property Tax Code, Section 6.051, allows the acquisition of real property by purchase or lease, the conveyance of real property, and the construction or renovation of a building or other improvement by an appraisal district for the purpose of establishing and operating the appraisal office or a branch appraisal office; and

WHEREAS, Section 6.051 requires that the board of directors of an appraisal district must propose the property transaction by resolution which must be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members; and

WHEREAS, Section 6.051 requires the chief appraiser to notify the presiding officer of each governing body of the resolution adopted by the board of directors of the appraisal district by delivering a copy of the resolution, together with the information showing costs of other available alternatives to the proposal;

NOW THEREFORE BE IT HEREBY RESOLVED that on January 24, 2017, the Board of Directors of the Kerr Central Appraisal District, in a public meeting, approved by a unanimous vote the awarding of the contract to Zuber Construction of Kerrville, Texas to construct an office building for the Kerr Central Appraisal District at 212 Hollow Street legally described as follows: 1.39 acres, Lot #2 in the Oak Hollow Business Park situated in Kerr County, Texas in the City of Kerrville, Texas.

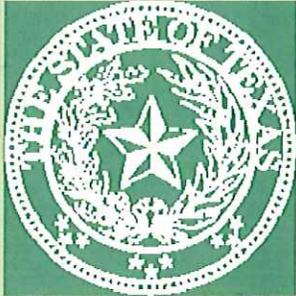
ALSO to approve selling the current Kerr Central Appraisal District property located at 1936 Junction Hwy in Kerrville, Texas legally described as: Abstract A0247 Martinez, Survey 124 consisting of 1.06 acres.

BE IT FURTHER RESOLVED that the Chief Appraiser shall notify all applicable governing bodies and taxing units by providing a copy of this resolution and a cost analysis as required by Section 6.051 as soon as practicable after the adoption of this resolution.

SIGNED this 10 day of FEBRUARY, 2017.



Presiding Officer, Charles Lewis, President
Board of Directors Kerr Central Appraisal District



Kerr Central Appraisal District

**PRESENTATION TO TAXING ENTITIES
REGARDING THE SALE OF EXISTING
BUILDING, PURCHASE OF LAND, AND
CONSTRUCTION OF NEW BUILDING**

BY THE KCAD BOARD OF DIRECTORS

BRIEF REVIEW SINCE OUR LAST VISIT

CURRENT BUILDING & LOCATION

KCAD building was built in 1975 and was originally designed to be a radio station.

Key issues include:

ADA and senior access

Health and Safety

Privacy plus the floorplan is ineffective

Continuous serious maintenance issues

Dangerous Ingress/Egress

Due Diligence

- Consulted with attorneys, other Appraisal Districts for minimal square footage with strategic plans for future needs/growth, and have communicated with taxing entities for support and initial approval
- Property Selection Criteria – analyzed: Fiduciary responsibility, location, ingress, egress, flat, minimal cost, initial city approval, remodel existing VS buy an existing building VS buying land
- Feasibility Study – performed: Restrictions, Zoning, Utilities, permits, structural engineering, Architecture, Contractor selection process, local contractor selected who was also low bidder, Zuber Construction, Inc.

Approval by Taxing entities

The law requires that 3/4 ths of the voting taxing entities must approve of any real estate sale/purchase or any construction. “On or before the 30th day after the date a taxing unit receives notice of a proposal, the governing body of the taxing unit by resolution may approve or disapprove the proposal.” TX Tax Code.

Loan rates are currently very attractive and would be a minimal burden as compared to higher rates which we believe are forthcoming.

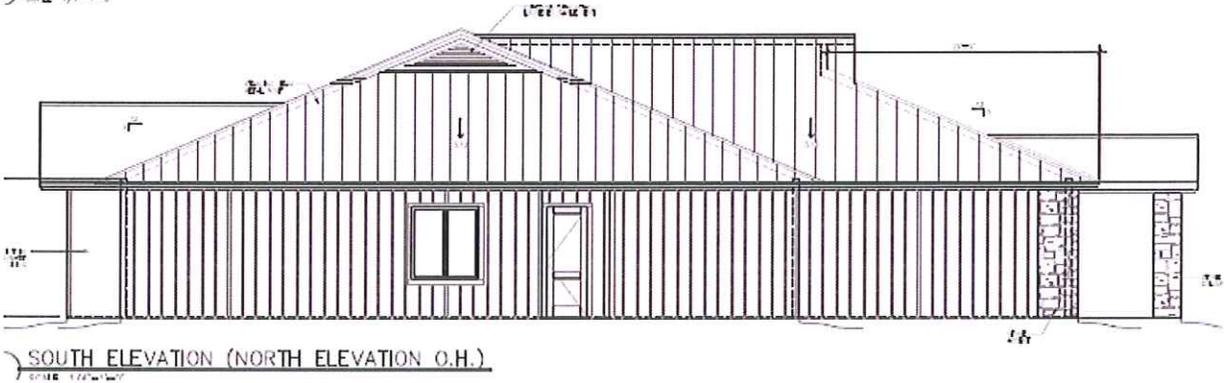
Once approved by the majority of entities, we will place the current property on the market; all proceeds from its sale will be applied towards the project. Last appraisal (2015) market value for our current property: \$350,000.

FINANCIAL DATA

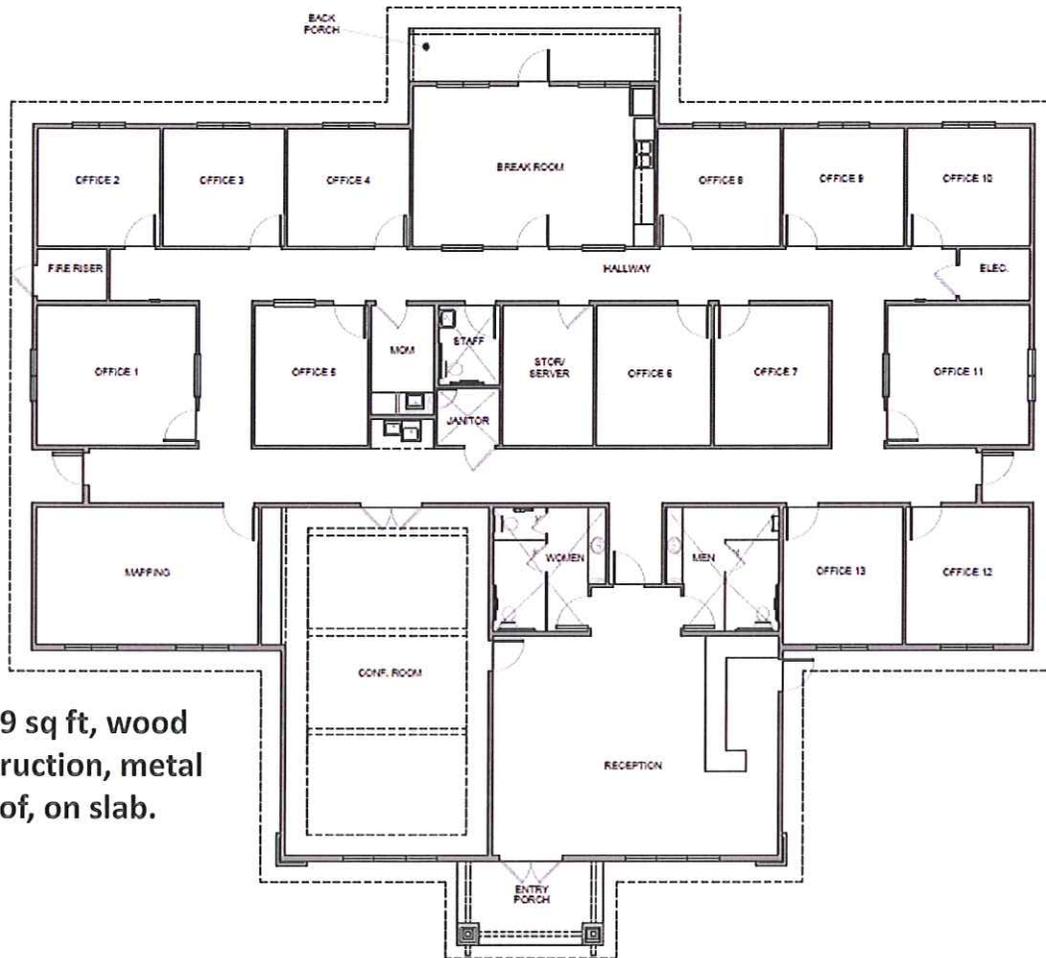
Total Cost of Project	
Land, permits, engineers, closings, building, architect, site soil testing, utility hook-ups, furnishings, mortgage expenses, landscaping, parking, attorney	\$1,499,488
KCAD PAID TO DATE (cash)	
Land purchase, city utilities deposit, permits, architect, attorney, engineers, land closing costs	-\$226,980
KCAD TO PAY PRIOR TO CLOSING	-\$72,508
NET PROCEEDS FROM SALE OF EXISTING	-\$350,000
LOAN PAID BY TAX ENTITIES	\$850,000
Security State Bank & Trust 2 years, monthly interest only payments, construction loan 3.25%	
Security State Bank & Trust 20 year note, adjusted every three years, 2% per adjustment cap, initial rate 3.25%, 6% adjustment lifetime cap; initial payment based on \$850,000 would be \$4,841	

EXTERIOR ELEVATIONS

Front and Side

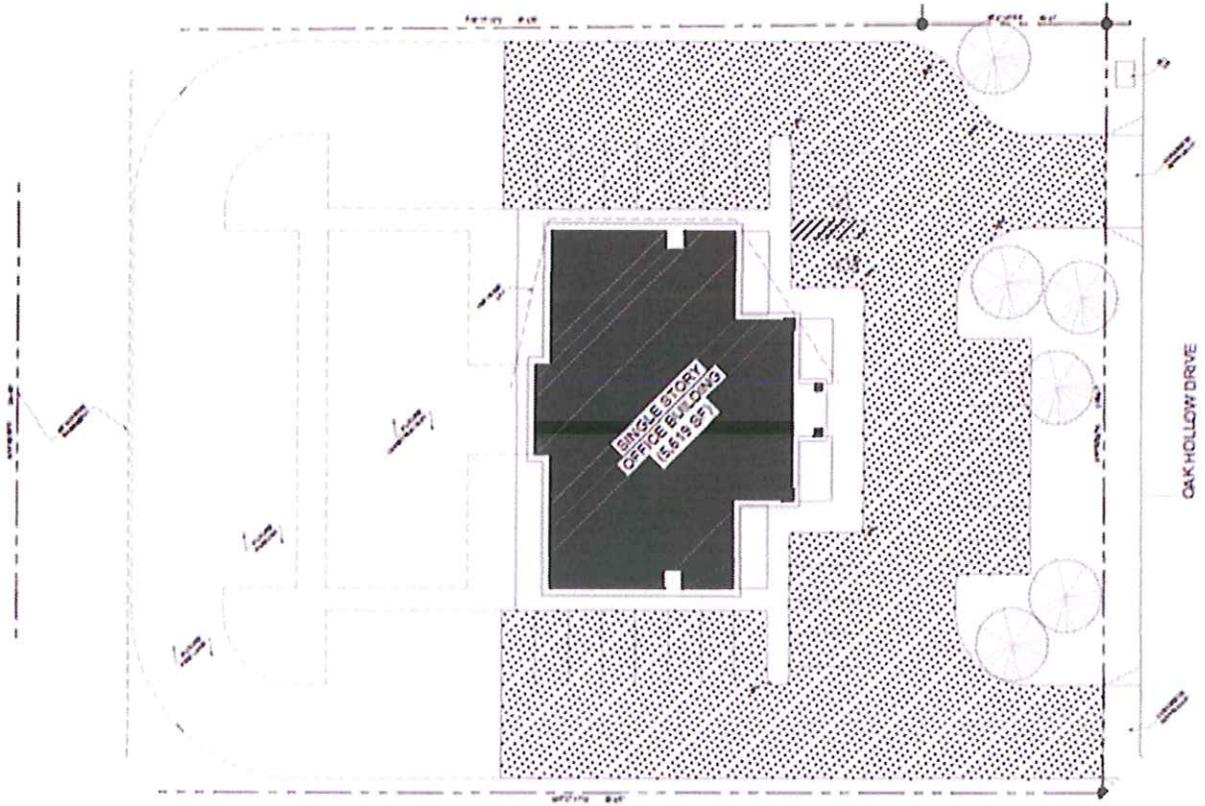


FLOOR PLAN



5,619 sq ft, wood construction, metal roof, on slab.

SITE PLAN



ENTITY MONTHLY COST		
City of Ingram	0.50%	\$24.43
City of Kerrville	13.53%	\$654.80
Kerr Emerg Dist 1	0.16%	\$7.53
Kerr Emerg Dist 2	0.05%	\$2.63
Kerr County	24.66%	\$1,193.93
Lateral Roads	1.76%	\$85.10
Lake Ingram Est	0.03%	\$1.55
Center Point ISD	3.69%	\$178.79
Comfort ISD	2.56%	\$123.75
Divide ISD	0.66%	\$31.77
Harper ISD	0.58%	\$28.16
Hunt ISD	5.20%	\$251.73
Ingram ISD	7.74%	\$374.70
Kerrville ISD	36.92%	\$1,787.46
Medina ISD	0.14%	\$6.56
UGRA	1.40%	\$67.53
Headwaters	0.42%	\$20.48
Total Monthly Loan Payment	100%	\$4,840.91

CONCLUSION

The KCAD Board of Directors is asking for approval by written resolution to sell the existing KCAD property on Junction Hwy and to build the new KCAD building on 1.41 +/- acres of land located at Hwy 173 and Oak Hollow Dr.

	2016 Cert Net Tax or Freeze Adj. Tax	2016 Tax Rate	Levy	Tax on Freeze	Total Levy	% of Total Levy	Allocation
City of Ingram	\$79,481,189	0.5	\$397,406		\$397,406	0.50%	\$5,064
City of Kerrville	\$1,422,082,471	0.5625	\$7,999,214	\$2,652,519	\$10,651,733	13.53%	\$135,725
Kerr emerg. Dist. #1	\$569,750,637	0.0215	\$122,496		\$122,496	0.16%	\$1,561
Kerr Emerg. Dist. #2	\$122,292,776	0.035	\$42,802		\$42,802	0.05%	\$545
Kerr County	\$3,199,036,362	0.4677	\$14,961,893	\$4,459,919	\$19,421,812	24.66%	\$247,474
Lateral Roads	\$3,184,285,231	0.0323	\$1,028,524	\$355,849	\$1,384,374	1.76%	\$17,640
Lake Ingram Estates Rd	\$8,861,009	0.2852	\$25,272		\$25,272	0.03%	\$322
Center Point ISD	\$224,408,094	1.09	\$2,446,048	\$462,275	\$2,908,323	3.69%	\$37,058
Comfort ISD	\$125,236,829	1.204	\$1,507,851	\$505,225	\$2,013,077	2.56%	\$25,651
Divide ISD	\$56,889,680	0.85	\$483,562	\$33,269	\$516,831	0.66%	\$6,585
Harper ISD	\$34,904,670	1.04	\$363,009	\$95,091	\$458,099	0.58%	\$5,837
Hunt ISD	\$305,700,621	1.1434	\$3,495,381	\$599,547	\$4,094,928	5.20%	\$52,178
Ingram ISD	\$394,504,466	1.255	\$4,951,031	\$1,144,183	\$6,095,214	7.74%	\$77,666
Kerrville ISD	\$1,908,761,689	1.18	\$22,523,388	\$6,553,440	\$29,076,828	36.92%	\$370,499
Medina ISD	\$10,263,217	1.04	\$106,737		\$106,737	0.14%	\$1,360
Upper Guadalupe River A.	\$4,502,295,939	0.0244	\$1,098,560		\$1,098,560	1.40%	\$13,998
Headwaters Groundwater	\$4,502,295,939	0.0074	\$333,170		\$333,170	0.42%	\$4,245
TOTAL EST LEVY			\$61,886,345.43	\$16,861,317	\$78,747,663	100.00%	\$1,003,408
2017 Budget							\$1,015,108
Less:KERV/KRVL Lease							\$7,200
Other Income							\$4,500
Reduction to Entities							\$11,700
ENTITY PORTION							\$1,003,408

Agenda Item:

4C. Request by Kerrville-Kerr County Joint Airport Board to amend the Interlocal Agreement for the continued existence of a Joint Airport Board to provide management of Kerrville/Kerr County Airport with regard to staggering term limits for board members. (Bruce McKenzie, airport manager)

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

SUBJECT: Amendment to Interlocal Agreement – Staggering Term Limits for Board Members

FOR AGENDA OF: February 14, 2017

DATE SUBMITTED: January 31, 2017

SUBMITTED BY: Bruce McKenzie *BMM*

CLEARANCES:



EXHIBITS: Interlocal Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

As the Interlocal Agreement (IA) stands now, the current Airport Board would rotate off the Board by June 2018. At the January 25, 2017 Joint Airport Board Meeting in an effort to preserve some semblance of continuity the Board considered staggering the terms of the members. The Airport Board agreed on two (2) consecutive three (3) years terms with staggering start dates so only one board member will leave the board per year. A new time line would be established in order to allow this change to occur. The Joint Airport Board is requesting permission from the City Council to amend the Interlocal Agreement to reflect this change.

RECOMMENDED ACTION

The Interlocal Agreement be amended to read:

3.(d) 5) Board Members shall be eligible for reappointment, but the Board members are prohibited from serving more than two (2) consecutive three (3) year terms. The start dates for each position on the board will be staggered and no more than one Board member will leave the board in any one fiscal year.

COURT ORDER # 35729

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

This Joint Action Agreement ("Agreement"), pursuant to Chapter 22 of the Texas Transportation Code, is entered into between Kerr County, Texas ("County") and the City of Kerrville, Texas ("City"), also referred to individually as "Party", or collectively as "Parties", on the 22nd day of August, 2016.

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

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

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

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

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

1. **Duration of Agreement:** This Agreement shall be effective as of October 1, 2016, and remain in effect through September 30, 2017. However, prior to termination, this Agreement shall automatically renew for an additional one-year term, limited to four such one-year renewals, unless terminated as provided for below.

2. **Proportionate Interest in Airport Property:** Each Party owns an equal, undivided interest in the real property as described in Exhibit A, along with all structures, fixtures, and other assets purchased or otherwise acquired by the Airport Board, a list of which shall be furnished by the Airport Manager to each Party annually. Title to all Airport property shall remain jointly vested in the County and City.

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

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

(b) **Term of Office.** Each Board member shall be appointed for a two year term and shall continue to serve in this capacity until their successor is appointed and is duly qualified. Upon the death of any member or should any member resign or for any

Contract
2016-45

reason become unable to serve, a replacement shall be appointed in the same manner as provided below to fill the vacancy for the unexpired term.

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

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

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

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

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

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

5) Board members shall be eligible for reappointment, but Board members are prohibited from serving more than 3 consecutive, 2-year terms.

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

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

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

- 1) The Board may exercise on behalf of the Parties any power possessed by either Party and those specifically provided by the Code, including the power to lease property and facilities, and to buy and sell goods as an incident to the operation of the Airport. However, the Board is not authorized to impose a property tax, sell bonds, or otherwise enter into other debt instruments, dispose of Airport property, or exercise the power of eminent domain without the prior written consent of each Party.
- 2) The Board, following the prior written consent of each Party, has the authority to apply for and to execute grant funding agreements.
- 3) The Board may improve, equip, maintain, operate, manage, regulate, protect, and police the Airport.
- 4) The Board may realign, alter, acquire, abandon, or close a portion of a roadway or alleyway without a showing of paramount importance if the portions to be realigned, altered, abandoned, or closed are in the geographical boundaries of the Airport at the time of or after the realignment, alteration, acquisition, abandonment, or closing.
- 5) The Board shall have the responsibility and be in charge of the property, improvements, and other assets of the Airport and shall be in charge of the disbursement of Airport funds for Airport purposes, and pursuant to the approved Board Budget. The Board shall also cause records to be kept of any and all revenues and disbursements.
- 6) The Board shall maintain a fund for the purpose of depositing all revenues of the Airport, including each Party's share of the operating costs. This fund shall be kept and managed by the Board and shall be established at a bank with a branch in Kerr County. Federal, state, or other contributions or loans and the revenue obtained from the operation of the Airport shall be deposited to the credit of the joint fund.
- 7) The Board shall have an audit of the financial affairs of the Board and its operation of the Airport conducted each year by an independent accountant and shall furnish the audit to each Party no later than February 28 of each year.
- 8) The Board shall ensure that all records regarding the operation of the Airport are maintained, retained, and made available for public review in accordance with the Texas Public Information Act. All records shall be maintained at the Airport.

KERV BOD TERM REALIGNMENT

- THE CURRENT 5 MEMBERS WERE APPOINTED UNDER THE AGREEMENT DOCUMENTED IN THE FIRST INTERLOCAL AGREEMENT BETWEEN THE CITY OF KERRVILLE AND THE COUNTY OF KERR IN 2011
- TERMS WERE STAGGERED ORIGINALLY WITH DIFFERENT START DATES
- TERMS WERE TWO (2) YEARS AND MEMBERS COULD SERVE UP TO 3 CONSECUTIVE TERMS (6YRS)
- WITH THE CURRENT INTERLOCAL (SIGNED 8/16) – MEMBERS CAN SERVE 3 (2YR) TERMS FROM THEIR START DATE
- THIS NEW AGREEMENT WOULD CAUSE A COMPLETE BOARD CHANGEOVER IN THE NEXT 24 MONTHS, CAUSING A LOSS IN CORPORATE KNOWLEDGE AND UNDERSTANDING WITH THE BOARD, AIRPORT MANAGER, CITY AND COUNTY
- PROPOSE A REALIGNMENT WITH CITY AND COUNTY APPROVAL

PROPOSED DIRECTORS TERM ALIGNMENT:

- SERVE UP TO 2, 3 YEAR TERMS, ALL MEMBERS ARE OFFSET AT LEAST ONE YEAR FROM THE PREVIOUS MEMBER (THIS WOULD “RECYCLE” THE CURRENT BOARD IN THE NEXT 5 YEARS/2021)
- MUST SIT OUT 3YRS (1 TERM) TO BE REAPPOINTED
- IF SOMEONE FILLS AN UNEXPIRED TERM
- IF LESS THAN 24 MONTHS OF ORIGINAL TERM IS LEFT, THE TIME SERVED DOES NOT COUNT AGAINST THE 6 YR LENGTH OF SERVICE
- IF MORE THAN 24 MONTHS ARE LEFT, THE NEW APPOINTEE WOULD FILL OUT THAT TERM AND COULD “RE-UP” FOR ONE MORE 3 YEAR TERMS IF THEY WISH
- THIS IS DONE TO KEEP THE TERM START AND FINISH DAYS CONSTANT

WHAT DOES THIS ALL MEAN?

Agenda Item:

5A. Update on activities of the Mayor's Youth Advisory Council. (staff)

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

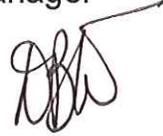
SUBJECT: Update on the activities of the Mayor's Youth Advisory Council.

FOR AGENDA OF: February 14, 2017 **DATE SUBMITTED:** February 1, 2017

SUBMITTED BY: Kaitlin Berry **CLEARANCES:** Don Davis
Public Information Officer Interim City Manager

EXHIBITS:

AGENDA MAILED TO:



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The first meeting of the Mayor's Youth Advisory Council took place on September 8, 2017. The purpose of the Mayor's Youth Advisory Council is to develop youth leaders committed to learning about local government and the roles they have in it and to make a difference in the community and the lives of other youth.

The program provides an overview of the complexity and variety of opportunities through public service, and empowers youth from various backgrounds to become active members in their community, encouraging them to have an everlasting effect on the future of their city.

In an effort to learn more about Kerrville Municipal Government, the Mayor's Youth Advisory Council has gone on tours of several municipal buildings including City Hall, the Butt-Holdsworth Memorial Library and the Police Department. Additionally, the group has gone on a tour of the Kerr County Juvenile Court and the BCFS Facility to learn more about ways to get involved in the Kerrville Community. More tours and presentations from local civic leaders are scheduled to take place between now and the final meeting of the school year.

Service Projects organized by the group during the Fall Semester of 2016 include a donation to the Angel Tree Project, ringing bells for the Salvation Army, assisting with Operation Blue Santa and laying wreaths for Wreaths Across America.

RECOMMENDED ACTION

Report only. No Council action required.