

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, MARCH 25, 2014, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, MARCH 25, 2014, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Pastor James Wilson, of the Kerr Christian Center.

PLEDGE OF ALLEGIANCE TO THE FLAG: led by Cadet 1st Lieutenant Curtis Kenalty of the Tivy High School Air Force Junior Reserve Officer Training Corps.

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. CONSENT AGENDA:

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

2A. Minutes of the city council special meeting held March 6, 2014, and the city council regular meeting held March 11, 2014. (staff)

2B. Amendment to the license agreement with the Texas Hill Country Senior Softball League for the use of Singing Wind Park fields. (staff)

2C. Resolution No. 06-2014 abandoning and terminating a sign easement generally located at the northwest corner of the intersection of Sidney Baker Street (State Highway 16) and Main Street (State Highway 27), consisting of the corner of the City Hall site (701 Main Street); and ordering recording. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1117 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, March 20, 2014 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig

City Secretary, City of Kerrville, Texas

2D. Authorize construction contract to GG & G General Construction, Inc. for the construction of the section of river trail project from G Street to Kerrville Schreiner Park in the amount of \$1,753,535.00 and additional change orders which may exceed \$50,000.00 but not to exceed the total project budget of \$1,853,535.00, funding available from the 2011 certificates of obligation. (staff)

2E. Authorize extension of the bank depository agreement with Wells Fargo for the period July 1, 2014, through December 31, 2014. (staff)

2F. Resolution No. 07-2014 amending Resolution No. 01-2014 that ordered the holding of a general election to be held on May 10, 2014, by changing the election judge and the central counting station manager. (staff)

2F. UNA RESOLUCIÓN 07-2014 QUE ENMIENDA LA RESOLUCIÓN NO. 01-2014 QUE ORDENÓ LA CELEBRACIÓN DE ELECCIONES GENERALES A LLEVARSE A CABO EL 10 DE MAYO DEL 2014 PARA CAMBIAR AL JUEZ ELECTORAL Y EL ADMINISTRADOR DE LA ESTACIÓN CENTRAL DE CONTEO.

END OF CONSENT AGENDA

3. PUBLIC HEARING AND RESOLUTION:

3A. Resolution No. 05-2014 repealing Resolution 03-2014 and granting a conditional use permit for an approximate 1.03 acres tract of land consisting of Lots 21, 22, 23, and 24, Block G, of the B.F. Cage Addition, a subdivision of the City of Kerrville, Kerr County, Texas, otherwise known as 820 Sidney Baker Street (State Highway 16) and located within the N-21 zoning district; by permitting said property to be used for restaurant, general; and making said permit subject to certain conditions and restrictions. (staff)

4. ORDINANCE, FIRST READING:

4A. Ordinance 2014-06 amending the budget for fiscal year 2014 to allocate \$500,000.00 for repairs to structures at the Kerrville/Kerr County Airport. (staff)

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Kerrville Beautification Advisory Committee's proposed beautification recognition program. (staff)

5B. Submitted bids for construction of the Louise Hays Park improvements project. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1117 for further information.

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Brenda Craig

City Secretary, City of Kerrville, Texas

5C. Repealing Section 18-2, "Bird Sanctuary" of the City of Kerrville's Code of Ordinances. (Councilmember MacDonald)

6. INFORMATION AND DISCUSSION:

6A. Mardi Gras post event report. (staff)

6B. Staff update on state's community water watch list. (staff)

6C. Budget and economic update. (staff)

7. ITEMS FOR FUTURE AGENDAS

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

9. EXECUTIVE SESSION:

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

Sections 551.071 and 551.072:

Discuss the purchase, exchange, lease, sale, or value of real property, the public discussion of which would not be in the best interests of the City's bargaining position with third parties, regarding property interests related to the following:

- Jefferson lift station
- River Trail.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

11. ADJOURNMENT.

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1117 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, March 20, 2014 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig

City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Minutes of the city council special meeting held March 6, 2014, and the city council regular meeting held March 11, 2014. (staff)

CITY COUNCIL MINUTES
SPECIAL MEETING

KERRVILLE, TEXAS
MARCH 6, 2014

On March 6, 2014, the Kerrville City Council special meeting was called to order by Mayor Pratt at 3:00 .m. in the city hall council chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Carson Conklin	Mayor Pro Tem
Gene Allen	Councilmember
Stacie Keeble	Councilmember
Justin MacDonald	Councilmember

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

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

KERR COUNTY COMMISSIONERS PRESENT:

H.A. "Buster" Baldwin
Tom Moser

**Interlocal Agreement for Firefighting and Emergency Medical Services
between the City of Kerrville and Kerr County**

EXECUTIVE SESSION:

Mr. MacDonald moved for the city council to go into executive closed session under Section 551.071 of the Texas Government Code; the motion was seconded by Mr. Allen and passed 5-0 to discuss the following matter:

Sections 551.071:

- Interlocal Agreement for Firefighting and Emergency Medical Services between the City of Kerrville and Kerr County.

At 3:01 p.m. the regular meeting recessed and council went into executive closed session. The executive closed session recessed and council returned to open session at 3:18 p.m. The mayor announced that no action had been taken in executive session.

**Interlocal Agreement for Firefighting and Emergency Medical Services
between the City of Kerrville and Kerr County**

Mr. Allen moved to approve the interlocal agreement established between committee members of both the city council and commissioners' court, and to authorize the mayor to make minor changes that the committee agrees upon which does not substantially change the meaning of the contract. Mr. MacDonald seconded the motion and it passed 5-0.

ADJOURNMENT: The meeting adjourned at 3:21 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
MARCH 11, 2014

On March 11, 2014, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Reverend Patty Edwards, Minister of Unity Church of the Hill Country, followed by the Pledge of Allegiance led by Captain Paul Hill of the Tivy High School Air Force Junior Reserve Officer Training Corps.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Carson Conklin	Mayor Pro Tem
Stacie Keeble	Councilmember
Justin MacDonald	Councilmember

COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
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CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
Jason Lutz	City Planner
Stuart Barron	Director of Public Works

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

1. VISITORS/CITIZENS FORUM: No one spoke.

2. PRESENTATIONS:

- 2A. Certificate of Recognition to Heather Stebbins for serving seven years as Assistant City Attorney.
- 2B. Resolution of Commendation to Scott Rain for serving on the Main Street Advisory Board.
- 2C. Resolution of Commendation to Caroline Wilson for serving on the Main Street Advisory Board.

3. CONSENT AGENDA:

Mr. Conklin moved to approve consent agenda items 3A, 3B, and 3C; Ms. Keeble seconded the motion, and it passed 4-0:

- 3A. Minutes of the city council regular meeting held February 25, 2014, and the special joint city/county meeting held March 3, 2014.
- 3B. Purchase of a valve-vacuum trailer in the amount of \$59,146.00.

3C. Resolution No. 04-2014 authorizing the abandonment and release of a water and sanitary sewer easement generally located on an undeveloped tract generally located in the 1400 block of Bandera Highway (State Highway 173); and ordering recording. Resolution 04-2014.

END OF CONSENT AGENDA

4. CONSIDERATION AND POSSIBLE ACTION:

4A. Presentation and approval of the fiscal year 2013 City of Kerrville Comprehensive Annual Financial Report (CAFR).

Kevin Kemp, with BKD, LLP, presented the FY13 CAFR and noted the city had received the Government Finance Officers Association award for 29 consecutive years, and he believed the city would receive it for FY13. BKD issued a clean, unmodified opinion and stated that financial statements were presented in accordance with generally accepted accounting principles. He compared the FY12 to the FY13 audit and noted additions to major capital assets increased the city's net position by \$6.2 million or 5.2%. The unassigned fund balance was almost \$6.3 million which represented 30% of expenditures, exceeding the city's goal of 25%. The overall debt increased \$7.5 million, partly due to the \$10 million debt issued in the utility fund. Regarding the pension fund, he noted a change in accounting standards that would affect all cities beginning in 2015 whereby unfunded actuarial accrued liability would have to be reported as a liability. The city's unfunded pension fund liability was \$1.5 million, and the city already contributed at the TMRS required contribution rate and will have many years to fund the unfunded liability, so he did not expect the rule change to be a significant issue. He did not find any material weaknesses or significant deficiencies in any internal control, and a few things noted were already being implemented by staff.

Mr. MacDonald moved to accept the audit as presented; Mr. Conklin seconded the motion and it passed 4-0.

4B. Economic development grant agreement between Kerrville Area Chamber of Commerce, Inc. (Kerrfest) and the City of Kerrville, Texas Economic Improvement Corporation (EIC), in an amount not to exceed \$25,000.00.

Ms. Boyle reported that on February 24 EIC held a public hearing and approved the grant agreement for rental of grandstands for the 2014 Kerrfest event to be held May 15-18. Kerrfest attendance in 2013 was 3,300.

Council noted that EIC had budgeted \$100,000 for all events and Items 4B-4H totaled \$118,000 and questioned why EIC had approved funding events over their budget. Ms. Boyle noted that EIC considered the funding for each event vital. Ms. Keeble noted EIC planned to re-evaluate the program and try to keep financial contributions to \$100,000 in future years.

Ms. Keeble moved for approval of the agreement as presented; Mr. Conklin seconded the motion and it passed 4-0.

4C. Economic development grant agreement between Kerrville Festival of the

Arts, Inc. and the City of Kerrville, Texas Economic Improvement Corporation (EIC), in an amount not to exceed \$20,000.00.

Ms. Boyle noted that on November 12, 2013, staff received authorization from city council to submit a funding application to EIC in the amount of \$20,000 for rental of amenities such as tents, canopies, tables, chairs, port-a-potties, golf carts, etc. The City, along with the Historic Downtown Business Alliance and the Kerr County Market Association, were planning a Kerrville Festival of the Arts event to be held downtown on May 24-25, Memorial Day weekend. EIC held a public hearing and approved the agreement on February 24.

Mr. MacDonald moved for approval of the agreement; Mr. Conklin seconded the motion and it passed 4-0.

4D. Economic development grant agreement between Kerrville Folk Festival, Inc. and the City of Kerrville, Texas Economic Improvement Corporation (EIC), in an amount not to exceed \$7,800.00.

Ms. Boyle reported that on February 24 EIC held a public hearing and approved the grant agreement for rental of three buses to provide transportation to various events, hotels, and other locations on Memorial Day weekend.

Council noted the transportation was very under utilized in 2013, and if that trend continued, council should reconsider funding transportation.

Mr. Conklin moved for approval of the agreement as presented; Ms. Keeble seconded the motion and it passed 4-0.

4E. Economic development grant agreement between Texas Hill Country Wine & Brew Festival, Inc. and the City of Kerrville, Texas Economic Improvement Corporation (EIC), in an amount not to exceed \$18,643.00.

Ms. Boyle reported that on February 24 EIC held a public hearing and approved the grant agreement for rental of items for the Texas Hill Country Wine and Brew Festival to be held Memorial Day weekend. She noted 1,200 participants in 2013.

Mr. Conklin moved for approval of the agreement; Mr. MacDonald seconded the motion and it passed 4-0.

4F. Economic development grant agreement between Kerrville's Fourth on the River, Inc. and the City of Kerrville, Texas Economic Improvement Corporation (EIC), in an amount not to exceed \$23,100.00.

Ms. Boyle reported that on February 24 EIC held a public hearing and approved the grant agreement for rental of equipment and amenities for the Fourth on the River event to be held on July 4 in Lehmann-Monroe Park. She noted that 5,000 people attended the event in 2013 and there had been no admission fee.

Mr. MacDonald moved for approval of the agreement; Ms. Keeble seconded the motion and it passed 4-0.

4G. Economic development grant agreement between Historic Downtown Business Alliance, Inc. and the City of Kerrville, Texas Economic Improvement Corporation (EIC), in an amount not to exceed \$5,016.00.

Ms. Boyle reported that on February 24 EIC held a public hearing and approved the grant agreement with Historic Downtown Business Alliance for the Sock Hop on the Star event to be held on September 27; 450 people attended in 2013.

Mr. Conklin moved for approval of the agreement as presented; Mr. MacDonald seconded the motion and it passed 4-0.

4H. Economic development grant agreement between High Five Events, LLC and the City of Kerrville, Texas Economic Improvement Corporation (EIC), in an amount not to exceed \$18,600.00.

Ms. Boyle reported that on February 24 EIC held a public hearing and approved the grant agreement with High Five Events for the Kerrville Triathlon Festival to be held the last weekend of September; 1,300 people attended the 2013 event.

Mr. MacDonald moved for approval of the agreement as presented; Mr. Conklin seconded the motion and it passed 4-0.

4I. Proposed street improvement and rehabilitation list for fiscal year 2014.

Mr. Barron reviewed the list of streets targeted for rehabilitation in FY14 as based on the city's pavement management system. The overall length of rehabilitation was estimated at 4.5 miles; depending on the bids, staff may be able to increase this number. The city would also be paving areas in Louise Hays Park.

Council noted that some streets did not have curb and gutter and encouraged staff to keep curb and gutter in the budget. Mr. Barron noted \$20,000 was budgeted for curb and gutter in the Barnett Street area.

Mr. Barron noted a 30% increase in base materiel last year, and he did not expect a large increase this year. Transportation to bring the asphalt from the plant to Kerrville was included in bids. He estimated the life expectancy of street base to be 30 years.

The following person spoke:

- Jimmie Spradling said he could show staff where streets that had been done a few years ago needed to be redone; streets do not last 30 years. Mr. Barron agreed there were failing streets throughout the city; however, streets with a good base could be repaved.

Council noted the quality of the foundation and base affect the final product.

Mr. MacDonald moved for approval of the list with the alternates as presented; Mr. Conklin seconded the motion and it passed 4-0.

5. INFORMATION AND DISCUSSION:

5A. Presentation on the Neighborhood Improvement Program (NIP) scheduled for March 29, 2014.

Ms. Ondrias noted the city was partnering with Partners In Ministry (PIM), Schreiner University (SU), and several churches for a neighborhood clean-up program on March 29, 8:30-2:00 in the Loop 534/Meadowview area. Staff would notify property owners in that neighborhood that the program would be available. Volunteers would bring items to the curb, and staff would pick up debris and haul it off. PIM also identified 25 homes in the area and would be making minor home improvements. If people wanted to volunteer, they should contact PIM. The city street rehabilitation program (Item 4I) would begin on several of the streets in this area after the cleanup. City code compliance would follow up to keep the neighborhood clean in the future.

Council noted that hazardous waste materials were not part of this project, and people should not put such items on the curb. Ms. Ondrias noted that the city would have a hazardous waste day soon at the recycling center.

Council asked if the property at the intersection of Lemos and Water streets could be included in this cleanup. Ms. Ondrias noted it was not part of the targeted area, but it may be included in a future project.

5B. Update on T-hangar construction project at the airport.

Bruce McKenzie, airport manager, reported he would submit construction plans to the city by the end of the week for constructing a new 12 T-hangar facility. County crews moved 5,000 cubic yards of material, and the city street crews would do the paving after construction was complete. Construction would begin next month and completion was anticipated by July 1. Hangars ranged from 1,100-1,400 sq. ft. and prices from \$325 to \$350. The project was 90% funded by the state; the city and county funded 5% each. The goal was to make the airport self-sufficient, and each project completed increased the ad valorem tax base.

The Mooney Aircraft Pilots Association fly-in was scheduled for mid-April, and another fly-in was scheduled for May with about 200 aircraft participating.

6. APPOINTMENT TO BOARDS AND COMMISSIONS:

6A. Appointments to the Parks and Recreation Advisory Board.

Ms. Keeble moved to reappoint Meg Scott-Johnson and to appoint Jacklyn Kayne and Jay Munson, to the parks and recreation advisory board, all with terms to expire March 31, 2016; Mr. Conklin seconded the motion and it passed 4-0.

6B. Appointment to the Kerrville Public Utility Board of Directors.

Council noted the city and KPUB were currently in a lawsuit against the Lower Colorado River Authority and continuity was important. John Sample was currently serving as chairman of KPUB.

Mr. MacDonald moved to reappoint John E. Sample to the Kerrville Public Utility Board of Directors with term to expire April 21, 2019; Mr. Conklin seconded the motion and it passed 4-0.

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

8. **ANNOUNCEMENTS OF COMMUNITY INTEREST:**

- Saint Patrick's Day was March 17.
- City voters could request an application for a ballot by mail starting March 12 by contacting the voter registrar's office at 792-2242; early voting by personal appearance would be held April 28 through May 6, and election day would be May 10 at the Cailloux Theater. Voters would be asked to elect a mayor and two councilmembers, and to vote on eight proposed Charter amendments. Information was posted on the election page of the city's website and on the bulletin boards at city hall and the Butt-Holdsworth Memorial Library.

11. **EXECUTIVE SESSION:** None.

10. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION:** None.

ADJOURNMENT. The meeting adjourned at 6:59 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

2B. Amendment to the license agreement with the Texas Hill Country Senior Softball League for the use of Singing Wind Park fields. (staff)

**TO BE CONSIDERED BY THE
ECONOMIC IMPROVEMENT CORPORATION,
CITY OF KERRVILLE, TEXAS**

SUBJECT: Authorization of amendment to the license agreement with the Texas Hill Country Senior Softball League for use of Singing Wind Park Fields

FOR AGENDA OF: March 25, 2014 DATE SUBMITTED: March 14, 2014

SUBMITTED BY: Malcolm Matthews **CLEARANCES:** Kristine Ondrias
Director of Parks and Recreation Asst. City Manager

EXHIBITS: License Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The City of Kerrville entered into a three year license agreement with the Texas Hill Country Senior Softball League (THCSSL) in February 2013 for the use of the Singing Wind Park softball fields to operate a senior softball league. After completing a successful initial league season in 2013, the THCSSL has requested amendments to the agreement, which consist of the following.

- Increase the number of allowable games on Tuesday's from 2 to 3 on Field #1.
- Utilization of Field #1 on Thursdays, if there are 8 or more teams registered in the league.
- Extend the term of the agreement to October 31, 2016 with the use period being March 1 to October 31 of each year.
- Amend language that THCSSL will take measures to not allow smoking, alcohol, or pets on the licensed premises and will inform law enforcement of prohibited activities.
- Extend each party's right to terminate the agreement from 30 days to 60 days notice.

The use period scheduled for THCSSL does not conflict with the City Softball Program which is also held at Singing Winds Park. This request is consistent with our mission to make facilities and programs available for all ages.

RECOMMENDED ACTION

Authorization of amendment to the license agreement with the Texas Hill Country Senior Softball League for use of Singing Wind Park Fields.

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 October 31, 2016. The active use period shall be from March 1 to October 31 of each year during the term, subject to earlier termination as provided herein.

3. Extensions. Not later than sixty (60) 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.
- k. THCSSL shall not install, place, or use any signage without the prior 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 restore all damaged improvements within thirty (30) days thereafter. Insurance proceeds will be made available for such repairs.

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 law 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
 700 Main Street
 Kerrville, Texas 78028

THCSSL: Texas Hill Country Senior Softball League

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

By: _____
Todd Parton, City Manager

Date: _____

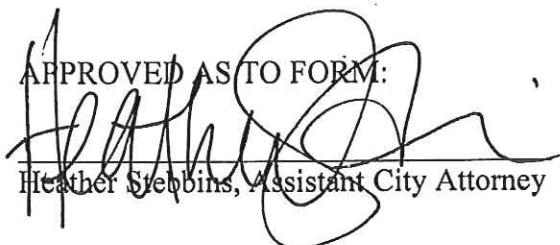
**TEXAS HILL COUNTRY SENIOR
SOFTBALL LEAGUE**

By: Ross K. Weber Jr.
Ross K. Weber Jr.

Date: 3-19-14

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Heather Stebbins, Assistant City Attorney

Agenda Item:

2C. Resolution No. 06-2014 abandoning and terminating a sign easement generally located at the northwest corner of the intersection of Sidney Baker Street (State Highway 16) and Main Street (State Highway 27), consisting of the corner of the City Hall site (701 Main Street); and ordering recording. (staff)

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

SUBJECT: A Resolution abandoning and terminating a sign easement located on the northeast corner of the City Hall site

FOR AGENDA OF: March 25, 2014 **DATE SUBMITTED:** March 17, 2014

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

EXHIBITS: Resolution, Easement Agreement, and Abandonment & Termination of Easement Agreement

AGENDA MAILED TO: None

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO: NA

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City previously accepted the grant of a sign easement from Sid Peterson Memorial Hospital ("SPMH") when SPMH owned the land where City Hall is now located. The City used the easement for the "Welcome to Kerrville" sign and fountain, which was located at the northeast corner of the current City Hall site but which has since been removed and of course, the City now owns the property. To avoid the possibility of future confusion and any costs, the City Attorney recommends that City Council formally abandon and terminate its rights to the sign easement and authorize the City Manager to effectuate this action by filing an *Abandonment and Termination of Easement* in the Kerr County property records.

RECOMMENDED ACTION

Adoption of Resolution.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 06-2014

A RESOLUTION ABANDONING AND TERMINATING A SIGN EASEMENT GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SIDNEY BAKER STREET (STATE HIGHWAY 16) AND MAIN STREET (STATE HIGHWAY 27), CONSISTING OF THE CORNER OF THE CITY HALL SITE (701 MAIN STREET); AND ORDERING RECORDING

WHEREAS, a sign easement ("Easement") was previously conveyed to the City of Kerrville, Texas ("City") from Sid Peterson Memorial Hospital for property located at 701 Main Street (the "Property"), as evidenced by the Sign Easement Agreement recorded at Volume 1090, Page 170 of the Real Property Records of Kerr County, Texas; and

WHEREAS, following the City's acquisition of the present location of City Hall, located at 701 Main Street, and its redevelopment of the Property, the City now owns the Property where the Easement is located and as such, seeks to abandon and terminate the Easement; and

WHEREAS, in order to avoid possible confusion with respect to the Easement and the potential costs, the City Council of the City of Kerrville, Texas finds it to be in the public interest to abandon and terminate the Easement;

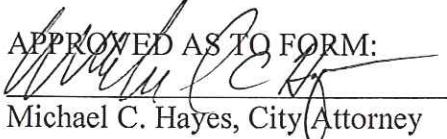
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. The City Council of the City of Kerrville, Texas, finds that the Easement located at 701 Main Street, as conveyed to the City by Sid Peterson Memorial Hospital and recorded at Volume 1090, Page 170 of the Real Property Records of Kerr County, Texas, said Easement Agreement attached as **Exhibit A**, no longer serves a public interest and should be abandoned and terminated.

SECTION TWO. Based upon the findings made in Section One, above, and in accordance with the City's policy regarding the disposition of real estate, the City Council authorizes the City Manager to execute and record the Abandonment of Easement, as attached at **Exhibit B**, in the Real Property Records of Kerr County, Texas.

PASSED AND APPROVED ON this _____ day of _____ A.D., 2014.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Sign Easement Agreement

Sid Peterson Memorial Hospital to City of Kerrville

Date: October
September 2, 2000

Grantor: Sid Peterson Memorial Hospital

Grantor's Mailing Address: 710 Water Street, Kerrville, Kerr County, Texas 78028

Grantee: City of Kerrville, Texas

Grantee's Mailing Address: 800 Junction Highway, Kerrville, Kerr County, Texas 78028

Easement Property:

Being 400 square feet of land out of the B.F. Cage Original Survey No. 116, Abstract No. 106, Kerr County, Texas, also being a portion of that tract conveyed to Sid Peterson Memorial Hospital by the Charles Schreiner Co. by deed dated March 4, 1994, recorded in Volume 735, Page 404, Real Property Records of Kerr County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northernmost corner of said Hospital tract, a point in the Southeast corner of the intersection of Texas State Highway 16 and Texas State Highway 27 in the said City of Kerrville, Texas; and

THENCE along the Southwest Right of Way line of said State Highway 27, S. 45° 02' 58" E. a distance of 20.0 feet to a corner of this tract;

THENCE leaving said Right of Way line S. 45° 00' 36" W., a distance of 20.0 feet to a corner for this tract;

THENCE N. 45° 02' 58" W., a distance of 20.0 feet to a point in the Southeast ROW line of State Highway 16;

THENCE along said ROW line N. 45° 00' 36" E., a distance of 20.0 feet to the POINT OF BEGINNING.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a "Welcome to Kerrville" sign to be owned and operated by Grantee and related facilities and landscaping (collectively, the Sign).

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: This Easement shall be subject to any prior recorded easements and right-of-way affecting the Easement Property.

Exceptions to Warranty: None

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the Easement), to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's successors and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this agreement. Provided, however, any use by Grantor or Grantor's successors or assigns which results in obstruction of the Sign from view from adjacent properties and public rights-of-way shall constitute an interference with the Easement Purpose.
4. *Secondary Easement.* Grantee has the right (the Secondary Easement) to use as much of the surface of the property that is adjacent to the Easement Property (Adjacent Property) as may be reasonably necessary to install and maintain the Sign within the Easement Property that are reasonably suited for the Easement Purpose. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Sign will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property. Grantee must maintain the Easement Property in a neat and clean condition. Grantee has the right to construct, install, maintain, replace, and remove the Sign under or across any portion of the Easement Property. All matters concerning the Sign and its configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement.

6. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

7. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Kerr County.

8. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

10. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

11. *Hold Harmless.* Grantee agrees to hold Grantor harmless from any loss, attorney's fees, expenses, or claims for damages to the Sign as the result of Grantor's use and operation of the Adjacent Property, including the Easement Property, including, but not limited to, damages arising from the negligent acts or omissions of Grantor, its officers, employees, agents, contractors, guests, invitees, or licensees.

12. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

13. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

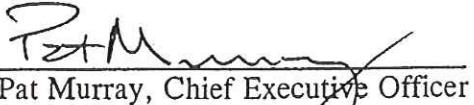
15. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to days mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

GRANTOR:

SID PETERSON MEMORIAL HOSPITAL

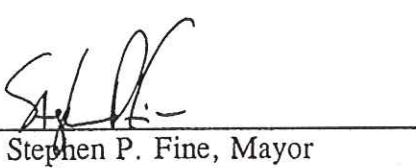
By:


Pat Murray, Chief Executive Officer

GRANTEE:

CITY OF KERRVILLE, TEXAS

By:


Stephen P. Fine, Mayor

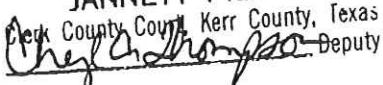

October 19, 2000

ATTEST:


Sheila L. Brand, City Clerk

FILED FOR RECORD
at 10:35 o'clock A.M.

OCT 19 2000

JANNETI PIEPER
Kerr County, Kerr County, Texas

Deputy

APPROVED AS TO FORM:

Scott Stehling
Scott Stehling, Attorney for Grantee

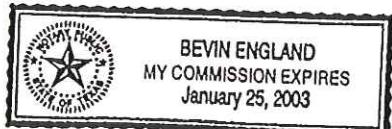
APPROVED AS TO FORM:

Kevin B. Laughlin
Kevin B. Laughlin, City Attorney

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

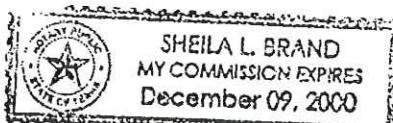
This instrument was acknowledged before me on this 2nd day of October, 2000, by Pat Murray, Chief Executive Officer, Sid Peterson Memorial Hospital, a Texas non-profit corporation, for and on behalf of said corporation.



Bevin England
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on this 10 day of October, 2000, by Stephen P. Fine, Mayor, City of Kerrville, a Texas home rule municipality, for and on behalf of said municipality.



Sheila L. Brand
Notary Public, State of Texas

Filed by & return to:
City of Kerrville
808 Junction Hwy.
Kerrville, TX 78028

INDEXED
 COMPARED

VOL. 1090 PAGE 0175

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

OCT 20 2000



Jarrett Pieser
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 1090 PG 170
RECORDING DATE

OCT 20 2000



Jarrett Pieser
COUNTY CLERK, KERR COUNTY, TEXAS

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

ABANDONMENT AND TERMINATION OF EASEMENT

STATE OF TEXAS §
COUNTY OF KERR §

WHEREAS, by the Sign Easement Agreement dated October 2, 2000 ("Agreement"), executed by Sid Peterson Memorial Hospital, recorded in Volume 1090, Page 170, Real Property Records, Kerr County, Texas, the City of Kerrville, Texas ("City"), obtained a Sign Easement for the purpose of installing, constructing, operating, maintaining, replacing, repairing, upgrading, and removing a "Welcome to Kerrville" sign on the property described in the Agreement (the "Easement"); and

WHEREAS, the City has since acquired the property where the Easement is located and seeks to abandon the Easement and terminate the Agreement;

WHEREAS, the City Council of the City of Kerrville, Texas, has determined that the Easement is no longer necessary or desired and should be abandoned and terminated;

NOW THEREFORE, the City Council, by Resolution No. 06-2014 duly made and adopted at its regular meeting of March 25, 2014, has abandoned and terminated and does hereby evidence abandonment and termination of the Easement.

EXECUTED this the _____ day of _____, 2014.

CITY OF KERRVILLE, TEXAS

Todd Parton, City Manager

ATTEST:

Brenda G. Craig, City Secretary

THE STATE OF TEXAS §
§
§
COUNTY OF KERR §

This instrument was acknowledged before me on this the _____ day of _____, 2014, by TODD PARTON, City Manager, City of Kerrville, Texas, on behalf of said City.

Notary Public in and for the State of Texas

Agenda Item:

2D. Authorize construction contract to GG & G General Construction, Inc. for the construction of the section of river trail project from G Street to Kerrville Schreiner Park in the amount of \$1,753,535.00 and additional change orders which may exceed \$50,000.00 but not to exceed the total project budget of \$1,853,535.00, funding available from the 2011 certificates of obligation. (staff)

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

SUBJECT: Authorization for the City Manager to execute a construction contract with GG & G General Construction, Inc. for the construction of the River Trail Project from G Street to Kerrville Schreiner Park in the amount of \$1,753,535.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000 but not to exceed the total amount of \$1,853,535.00.

FOR AGENDA OF: March 25, 2014 **DATE SUBMITTED:** March 18, 2014

SUBMITTED BY: Dieter Werner, P.E. **CLEARANCES:** Kristine Ondrias
Director of Engineering Deputy City Manager

EXHIBITS: Bid Tabulation
Letter of Recommendation from Design Consultant

PAYMENT TO BE MADE TO: GG&G General Construction, Inc.
2896 Blanco Road
San Antonio, TX 78212

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$1,853,535.00	\$4,939,846.98	\$6,000,000.00	B05

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The River Trail Project from G Street to Kerrville Schreiner Park includes approximately 11,000 linear feet of concrete trail, a 90 foot long pedestrian bridge spanning Camp Meeting Creek, three elevated walkways across drainage channels, and trail nodes. Construction of this portion of the trail project will also include improvements at Kerrville Schreiner Park including the addition of a shade structure, restroom building, picnic table, installation of chain link fence and gates at the current Legion Street trail crossing.

The project's construction documents were completed and advertised for bids in February 2014. Six bids were received for the project on March 14, 2014 with GG&G General Construction, Inc. as the lowest qualified bidder.

Staff and Terra Design Group evaluated GG&G General Construction, Inc. and recommends awarding the following:

Base Bid	\$1,661,680.00
Alternative 2	\$ 22,250.00
Alternative 4	\$ 18,500.00
Alternative 5	\$ 15,350.00
Alternative 6	\$ 17,955.00
Alternative 7	<u>\$ 17,800.00</u>
Total Project Award	\$1,753,535.00

Additionally, staff recommends authorizing the City Manager to execute change orders which may exceed \$50,000.00 but will not exceed the total contract value of \$1,853,535.00.

RECOMMENDED ACTION

The Director of Engineering and Planning recommends the City Council authorize the City Manager to execute a construction contract with GG & G General Construction, Inc. for the construction of the River Trail Project from G Street to Kerrville Schreiner Park in the amount of \$1,753,535.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000 but not to exceed the total amount of \$1,853,535.00.

River Trail Package F
 PW#12-012
 Bid Opening: March 14, 2014

Item	Unit	Description	Journeyman Total Amount	DL Bandy Total Amount	Amstar Inc. Total Amount	Zimmerman Total Amount	GG & G Total Amount	Jerdon Total Amount	Total Amount
River Trail									
Base Bid Total									
Add Alt #1	LS	G Street Asphalt Parking and Entrance Drive	\$61,500.00	\$63,956.00	\$70,000.00	\$55,839.76	\$57,456.00	\$43,500.00	\$58,708.63
Add Alt #2	LS	Trail Node - Sta. 23+25	\$18,200.00	\$39,000.00	\$26,000.00	\$17,751.36	\$22,250.00	\$19,800.00	\$23,833.56
Add Alt #3	LS	Trail Node - Sta. 25+75	\$18,200.00	\$29,000.00	\$26,000.00	\$13,616.89	\$24,150.00	\$16,800.00	\$21,294.48
Add Alt #4	LS	Trail Node - Sta. 41+00	\$19,300.00	\$21,000.00	\$20,000.00	\$10,094.34	\$18,500.00	\$10,900.00	\$16,632.39
Add Alt #5	LS	Trail Node - Sta. 65+75	\$19,300.00	\$22,000.00	\$17,000.00	\$11,015.45	\$15,350.00	\$10,400.00	\$15,844.24
Add Alt #6	LS	Trail Node - Sta. 79+75	\$19,300.00	\$21,000.00	\$20,000.00	\$10,065.15	\$17,955.00	\$12,500.00	\$16,803.36
Add Alt #7	LS	Trail Node - Sta. 86+50	\$18,500.00	\$23,000.00	\$21,000.00	\$13,520.52	\$17,800.00	\$14,400.00	\$18,036.75
Alternate Subtotal			\$174,300.00	\$218,956.00	\$200,000.00	\$131,903.47	\$173,461.00	\$128,300.00	\$171,153.41
Total with Alternates			\$2,565,300.00	\$2,256,956.00	\$2,135,000.00	\$2,749,973.44	\$1,835,141.00	\$2,393,750.00	\$2,322,686.74

Item	Unit	Description	Total Amount						
Unit Price Breakdown									
1	CY	Excavation, placement, grading, and compaction of soil	\$27.50	\$11.05	\$16.17	\$6.00	\$54.00	\$24.00	\$23.12
2	EA	Tree Removal	\$550.00	\$285.00	\$144.41	\$250.00	\$2,160.00	\$220.00	\$601.57
3	LF	Demolition of concrete curbs	\$2.00	\$950.00	\$3.47	\$20.00	\$3.80	\$2.00	\$163.55
4	SY	Demolition of concrete flatwork	\$20.00	\$19.50	\$2.83	\$75.00	\$3.25	\$9.00	\$21.60
5	SY	Demolition of asphalt paving and base	\$15.00	\$14.25	\$3.58	\$50.00	\$5.40	\$4.50	\$15.46
6	SF	10'-0" wide concrete trail with toe downs, complete in place	\$13.50	\$6.99	\$9.53	\$10.00	\$10.80	\$6.20	\$9.50
7	SF	Concrete trail head and node paving, complete in place	\$40.00	\$13.31	\$14.44	\$27.11	\$32.50	\$8.80	\$22.69
8	LF	Elevated walk including frame, deck, rails, and support posts, complete in place	\$1,090.00	\$547.40	\$1,572.32	\$1,746.63	\$1,200.00	\$1,300.00	\$1,242.73
9	EA	Elevated walk winged abutment including concrete walls, piers, footings, and stacked limestone rock one end of walk only, complete in place	\$15,000.00	\$13,104.00	\$37,924.05	\$10,340.87	\$27,000.00	\$15,000.00	\$19,728.15
10	CY	Structural concrete for headwalls, footings, and piers, complete in place	\$935.00	\$685.00	\$981.98	\$788.85	\$1,000.00	\$450.00	\$806.81
11	CY	Limestone armor fill, complete in place	\$110.00	\$189.50	\$231.05	\$214.12	\$400.00	\$98.00	\$207.11
12	SF	Flagstone paving over concrete, complete in place	\$40.00	\$24.00	\$14.44	\$7.81	\$19.50	\$20.00	\$20.96
13	LF	Concrete curb, complete in place	\$15.75	\$13.68	\$13.86	\$19.00	\$13.00	\$9.00	\$14.05
14	EA	Limestone boulders at grade, complete in place	\$330.00	\$789.00	\$462.11	\$219.33	\$600.00	\$810.00	\$535.07
15	EA	Limestone boulders stacked for retaining walls, complete in place	\$330.00	\$912.00	\$462.11	\$250.00	\$600.00	\$404.00	\$493.02
16		Asphalt paving including excavation, grading, fill, stabilization, base, asphalt, striping, and symbols, complete in place	\$42.50	\$40.60	\$47.31	\$90.78	\$75.00	\$32.00	\$54.70
17	EA	Limestone "butter stick" benches, complete in place	\$350.00	\$1,783.00	\$693.16	\$444.81	\$1,300.00	\$375.00	\$824.33
18	EA	Dumor bench 6'-0" long, complete in place	\$1,650.00	\$1,788.00	\$1,996.31	\$2,487.97	\$2,700.00	\$1,500.00	\$2,020.38
19	EA	Trash receptacle, complete in place	\$1,050.00	\$1,168.76	\$1,386.32	\$1,525.88	\$1,512.00	\$1,000.00	\$1,273.83
20	CY	Top soil fine graded, complete in place	\$10.00	NO BID	\$31.19	\$22.76	\$27.00	\$27.00	\$23.59
21	CY	#2 base, placed and compacted, complete in place	\$39.00	\$45.85	\$46.21	\$41.82	\$60.00	\$40.00	\$45.48
22	CY	#3 base, placed and compacted, complete in place	\$33.00	\$45.85	\$46.21	\$41.82	\$60.00	\$40.00	\$44.48
23	CY	Select fill, placed and compacted, complete in place	\$33.00	\$28.70	\$46.21	\$41.82	\$60.00	\$30.00	\$39.96
24	EA	ADA compliant curb ramp perpendicular, complete in place	\$2,000.00	\$2,100.00	\$1,732.91	\$2,500.00	\$1,620.00	\$900.00	\$1,808.82
25	EA	ADA compliant curb ramp with flares, complete in place	\$3,300.00	\$3,150.00	\$2,021.72	\$3,000.00	\$1,890.00	\$1,000.00	\$2,393.62
26	EA	Entry monument sign, complete in place	\$2,310.00	NO BID	\$2,828.09	\$1,000.00	\$3,500.00	N/A	\$2,409.52
27	EA	Interpretive sign and base, complete in place	\$2,310.00	\$2,632.00	\$2,703.33	\$800.00	\$3,250.00	\$1,900.00	\$2,265.89
28	EA	Wayfinding map and pedestal, complete in place	\$1,650.00	\$2,948.00	\$1,594.27	\$800.00	\$4,320.00	\$1,800.00	\$2,185.38
29	EA	Park rules sign, complete in place	\$1,650.00	\$4,006.00	\$1,764.81	\$1,000.00	\$3,200.00	\$2,000.00	\$2,270.14
30	LF	6' ht chain link fence, complete in place	\$20.00	\$17.74	\$19.48	\$6.00	\$38.00	\$14.00	\$19.20
31	LF	6' ht chain link 5'-0" wide fence gate, complete in place	\$300.00	\$126.32	\$19.48	\$10.00	\$800.00	\$750.00	\$334.30
32	LF	Two 6' ht chain link 12'0" wide fence gates, complete in place	\$500.00	\$117.00	\$19.48	\$10.00	\$2,000.00	\$2,000.00	\$774.41
33	EA	Stone picnic table, complete in place	\$6,600.00	\$27,779.00	\$5,776.35	\$6,438.00	\$5,400.00	\$4,500.00	\$9,415.56
34	EA	3' x 4" steel bollard, complete in place	\$525.00	\$421.00	\$1,646.26	\$444.00	\$1,000.00	\$1,100.00	\$856.04
35		Shade structure with stone base and galvanized tongue in groove roofing, complete in place	\$26,000.00	\$17,927.00	\$28,304.12	\$16,303.33	\$17,300.00	\$33,000.00	\$23,139.08
36	EA	Drinking fountain, exterior complete in place with sump	\$9,350.00	\$92.50	\$8,121.55	\$3,200.00	\$9,500.00	\$6,000.00	\$6,044.01
37	SF	Revegetation with native grass seeded per specifications, complete in place	\$0.50	\$1.05	\$0.29	\$0.10	\$2.50	\$0.19	\$0.77

terra design group
816 camaron, suite 103
san antonio, texas 78212
p 210.220.1400
f 210.220.1404

March 19, 2014

Dieter Werner, P.E., CFM
Director of Engineering and Planning
City of Kerrville, Texas
200 Sidney Baker Street North
Kerrville, Texas 78028

Regarding: Kerrville River Trail – G Street to Kerrville-Schreiner Park Phase
City of Kerrville Project Number PW12-012
Construction Contract Award Recommendation

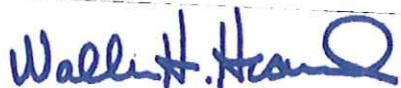
Dear Mr. Werner,

We have evaluated the apparent low bid received on March 14, 2014 for the above referenced project. The project consists of construction of approximately 11,100 linear feet of concrete trail, two trail heads that include parking, shade canopies and signage, a 90' pedestrian bridge, trail nodes and trail signage. There were not any discrepancies found in the Bid Proposal submitted by the apparent low bidder. The apparent low bid was submitted by GG&G General Construction Inc. of San Antonio, Texas.

Based on discussions with Rodney Dziuk, Assistant Capital Programs Manager with the City of San Antonio's Capital Improvements Management Services and Brandon Ross, Special Projects Manager with the City of San Antonio's Parks and Recreation Department and our experience working with GG&G General Construction, Inc. on construction projects in the past, it is our opinion that GG&G General Construction, Inc. has demonstrated with their previous work experience the capability of performing the quality of work required for this project. Therefore, we recommend award of the contract to the low bidder, GG&G General Construction, Inc. for the Base Bid and all seven Bid Alternates in the total amount of \$1,834,141.00.

If you have any questions or need additional information, please feel free to contact me at (210) 220-1400.

Sincerely,
Terra Design Group, Inc.



Walter Heard

Agenda Item:

2E. Authorize extension of the bank depository agreement with Wells Fargo for the period July 1, 2014, through December 31, 2014. (staff)

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

SUBJECT: Authorize the City Manager to exercise the option to extend the bank depository agreement with Wells Fargo commencing July 1, 2014 and ending December 31, 2014.

FOR AGENDA OF: March 25, 2014 DATE SUBMITTED: March 14, 2014

SUBMITTED BY: Sandra Yarbrough *(S)* **CLEARANCES:** Todd Parton
Director of Finance City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The City entered into a bank depository agreement July 1, 2011 with Wells Fargo commencing July 1, 2011, and ending June 30, 2014, with the option for two (2) additional one-year periods by giving the bank at least thirty (30) days advance written notice prior to expiration date.

The finance department evaluated the workflow relating to the process of developing and administering a RFP for bank depository agreement and determined that by extending the option for six (6) months commencing July 1, 2014 and ending December 31, 2014 would allow staff sufficient time to begin the process of developing a RFP for a bank depository agreement with a three (3) year agreement to commencing January 1, 2015, and ending December 31, 2017, with the option to extend the agreement for two (2) additional one-year periods. Wells Fargo management was contacted and agrees with the six month extension option.

RECOMMENDED ACTION

The Director of Finance recommends authorizing the City Manager to extend the bank depository agreement six (6) months ending December 31, 2014.



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

March 18, 2014

Mike Huff, Business Banking Manager
Wells Fargo Bank
301 Junction Hwy.
Kerrville, Texas 78028

This letter serves as written follow up to our phone conversation last week regarding our bank depository agreement.

As we discussed, our current agreement end on June 30, 2014. We have evaluated our department's workflow and determined that a bank depository agreement ending on December 31st works best for us. Accordingly, we would like to renew our bank depository agreement with the same terms, but for the period July 1, 2014 to December 31, 2014. We plan to do a formal request for proposal ("RFP") process later this year. The RFP will be for an agreement that begins on January 1, 2015.

Please sign below to indicate Wells Fargo's agreement with extending our current terms for the period July 1, 2014 to December 31, 2014. In addition, this letter serves as our formal written notice of termination of the agreement on December 31, 2014.

Please let me know if you have any questions.

Regards,

Sandra G. Yarbrough
Director of Finance


Mike Huff, Business Banking Manager, Wells Fargo Bank


3/20/14

Date

Agenda Item:

2F. Resolution No. 07-2014 amending Resolution No. 01-2014 that ordered the holding of a general election to be held on May 10, 2014, by changing the election judge and the central counting station manager. (staff)

2F. UNA RESOLUCIÓN 07-2014 QUE ENMIENDA LA RESOLUCIÓN NO. 01-2014 QUE ORDENÓ LA CELEBRACIÓN DE ELECCIONES GENERALES A LLEVARSE A CABO EL 10 DE MAYO DEL 2014 PARA CAMBIAR AL JUEZ ELECTORAL Y EL ADMINISTRADOR DE LA ESTACIÓN CENTRAL DE CONTEO.

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

SUBJECT: Resolution No. 07-2014 appointing Sharon Smith as Election Judge and Eva Washburn as Central Counting Station Manager for the General and Special Elections to be held on May 10, 2014

FOR AGENDA OF: March 25, 2014 DATE SUBMITTED: March 18, 2014

SUBMITTED BY: Brenda Craig *BC* **CLEARANCES:** Todd Parton, City Manager
City Secretary Mike Hayes, City Attorney

EXHIBITS: Resolution No. 07-2014

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

At the meeting of January 14, 2014, the city council approved Resolution No. 01-2014 ordering the general election and appointing election judges, alternate judge, and election workers for the general election to be held on May 10, 2014. Since that time, Kathy Coleman and Nadene Alford have asked to be replaced as the city's election judge and central counting station manager, respectively. I recommend Sharon Smith be appointed to serve as the city's election judge, and Eva Washburn as the central counting station manager.

RECOMMENDED ACTION

Approval of Resolution No. 07-2014 appointing Sharon Smith as election judge, and Eva Washburn as the central counting station manager for the City of Kerrville General and Special Elections being held May 10, 2014.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 07-2014**

**A RESOLUTION AMENDING RESOLUTION NO. 01-2014 THAT
ORDERED THE HOLDING OF A GENERAL ELECTION TO BE HELD ON
MAY 10, 2014, BY CHANGING THE ELECTION JUDGE AND THE
CENTRAL COUNTING STATION MANAGER**

WHEREAS, pursuant to Resolution No. 01-2014, City Council ordered a general election to be held on May 10, 2014, and appointed election judges and election workers to oversee the conduct of such elections; and

WHEREAS, the City Secretary recently learned that the appointed election judge and the central counting station manager are no longer available to serve on election day; and

WHEREAS, the City Council finds it to be in the public interest to appoint a new election judge and a central counting station manager;

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

SECTION ONE. Resolution No. 01-2014 is amended by revising Section Six of the Resolution by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) as follows:

“SECTION SIX. The following persons are appointed as election judges pursuant to Texas Election Code §32.005 for the election to be held on May 10, 2014, inclusive of the early voting period:

Sharon Smith ~~[Kathy Coleman]~~ – Election Judge
Helen Herget – Alternate Election Judge
Pam Cornett – Early Voting Ballot Board Judge”

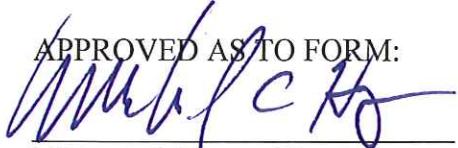
SECTION TWO. Resolution No. 01-2014 is amended by revising Section Eleven of the Resolution by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) as follows:

“SECTION ELEVEN. In accordance with Texas Election Code §127.002, City Council appoints Eva Washburn ~~[Nadene Alford]~~ to serve as central counting station manager for the May 10, 2014, City Council election.”

SECTION THREE. Other than the amendments in Section One and Two, above, there are no other changes to Resolution No. 04-2014, and it remains in full force and effect.

PASSED AND APPROVED ON this _____ day of _____ A.D., 2014.

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michael C. Hayes".

Michael C. Hayes, City Attorney

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

**A SER CONSIDERADO POR EL CONCEJO MUNICIPAL DE LA
CIUDAD DE KERVILLE, TEXAS**

ASUNTO: Resolución No. 07-2014 para el nombramiento de Sharon Smith como Juez Electoral y Eva Washburn como Administrador de la Estación Central de Conteо en las elecciones generales y especiales que se celebrarán el 10 de mayo del 2014

PARA LA AGENDA DE: 25 de marzo, 2014

FECHA DE PRESENTACIÓN: 18 de marzo, 2014

PRESENTADO POR: Brenda Craig, Secretaria de la Ciudad

AUTORIZACIONES: Todd Parton, Administrador de la Ciudad
Mike Hayes, Procurador de la Ciudad

DOCUMENTO DE PRUEBA: Resolución No. 07-2014

AGENDA ENVIADA POR CORREO A:

APROBADA PARA LA PRESENTACIÓN POR EL ADMINISTRADOR DE LA CIUDAD

Gastos Requeridos:	Balance actual en la cuenta:	Monto Presupuestado:	Número de Cuenta:
\$	\$	\$	

EL PAGO DEBE HACERSE A:

REVISADO POR EL DIRECTOR DE FINANZAS:

DECLARACIÓN RESUMEN

En la junta del 14 de enero del 2014 el Concejo Municipal aprobó la Resolución No. 01-2014 en la que se ordenaban las elecciones generales y el nombramiento de los jueces electorales, los jueces suplentes y los funcionarios electorales para las elecciones generales que se celebrarán el 10 de mayo del 2014. Desde entonces, Kathy Coleman y Nadene Alford han solicitado ser reemplazadas como juez electoral de la Ciudad y administrador de la estación central de conteo, respectivamente. Yo recomiendo que se nombre a Sharon Smith para servir como juez electoral de la Ciudad y a Eva Washburn como administrador de la estación central de conteo electoral.

MEDIDA RECOMENDADA

La aprobación de la Resolución No. 07-2014 para designar a Sharon Smith como juez electoral y a Eva Washburn como administrador de la estación central de conteo para las elecciones generales y especiales de la Ciudad de Kerrville que se celebrarán el 10 de mayo del 2014.

CIUDAD DE KERRVILLE, TEXAS
RESOLUCIÓN NO. 07-2014

**UNA RESOLUCIÓN QUE ENMIENDA LA RESOLUCIÓN NO. 01-2014 QUE
ORDENÓ LA CELEBRACIÓN DE ELECCIONES GENERALES A
LLEVARSE A CABO EL 10 DE MAYO DEL 2014 PARA CAMBIAR AL
JUEZ ELECTORAL Y EL ADMINISTRADOR DE LA ESTACIÓN
CENTRAL DE CONTEO**

POR CUANTO, conforme a la Resolución No. 01-2014, el Concejo Municipal ordenó las elecciones generales que se celebrarán el 10 de mayo del 2014 y designó a los jueces electorales y a los funcionarios electorales para supervisar la realización de tales elecciones; y

POR CUANTO, la Secretaria de la Ciudad recientemente tuvo conocimiento de que el juez electoral y el administrador de la estación central de conteo ya no están disponibles para servir el día de las elecciones; y

POR CUANTO, el Concejo Municipal considera que es en el interés público designar a un nuevo juez electoral y a un administrador de la estación central de conteo electoral;

**AHORA Y, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE
KERRVILLE, CONDADO DE KERR, TEXAS RESUELVE:**

SECCIÓN UNA. Resolución No. 01-2014 se enmienda revisando la Sección Seis de la Resolución y se añaden las palabras que están subrayadas (añadida) y se eliminan las palabras que se encuentran entre corchetes y están tachadas (eliminada) de la siguiente manera:

“SECCIÓN SEIS. Las siguientes personas son designadas como jueces electorales de acuerdo al Código Electoral de Texas §32.005 para las elecciones que se celebrarán el 10 de mayo del 2014, incluído el período de votación temprana:

Sharon Smith [Kathy Coleman] – Juez electoral
Helen Herget – Juez electoral suplente
Pam Cornett – Juez de la Junta de la boleta de votación temprana”

SECCIÓN DOS. Resolución No. 01-2014 se enmienda revisando la Sección Once de la Resolución y se añaden las palabras que están subrayadas (añadida) y se eliminan las palabras que se encuentran entre corchetes y están tachadas (eliminada) de la siguiente manera:

“SECCIÓN ONCE. Conforme al Código Electoral de Texas §127.002, el Concejo Municipal designa a Eva Washburn [Nadene Alford] para servir como administrador de la estación central de conteo en las elecciones del Concejo Municipal a celebrarse el 10 de mayo del 2014.”

SECCIÓN TRES. Aparte de las enmiendas de la Sección Una y la Sección Dos, señaladas anteriormente, no hay ningún otro cambio en la Resolución No. 04-2014 y, por lo tanto, se mantiene

Reso. No. 04-2014

en pleno vigor y efecto.

PASADO Y APROBADO EN éste el _____ día de _____ D.C., 2014.

Jack Pratt, Jr., Alcalde

APROBADO EN FORMA:

Michael C. Hayes, Procurador de la Ciudad

CERTIFICA:

Brenda G. Craig, Secretaria de la Ciudad

Agenda Item:

3A. Resolution No. 05-2014 repealing Resolution 03-2014 and granting a conditional use permit for an approximate 1.03 acres tract of land consisting of Lots 21, 22, 23, and 24, Block G, of the B.F. Cage Addition, a subdivision of the City of Kerrville, Kerr County, Texas, otherwise known as 820 Sidney Baker Street (State Highway 16) and located within the N-21 zoning district; by permitting said property to be used for restaurant, general; and making said permit subject to certain conditions and restrictions. (staff)

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

SUBJECT: Public Hearing & Resolution: Conditional Use Permit – Public hearing, consideration, and action concerning a conditional use permit to allow the land use of “Restaurant, General”, which would permit the retail sale of alcoholic beverages for on-premises consumption for Lots 21, 22, 23, and 24, Block G of the B.F. Cage Addition Subdivision, located at 820 Sidney Baker St. North.

FOR AGENDA OF: March 25, 2014 **DATE SUBMITTED:** March 14, 2014

SUBMITTED BY: Jason Lutz **CLEARANCES:** Dieter Werner

EXHIBITS: Resolution & Exhibits

AGENDA MAILED TO: Peggy Shen, 1030 Creek Run, Kerrville, Texas 78028
Bruce Motheral, 812A Sidney Baker, Kerrville, Texas 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

Expenditure Required:	Current Balance in Account: \$	Amount Budgeted: \$	Account Number:
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PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

This item was considered by the City Council on February 25th and the resolution granting the CUP was approved. However an official public hearing was not opened and subsequently not held. The goal for this agenda item is to officially open and hold a public hearing in order to give concerned citizens the opportunity to speak on the matter.

The applicant is seeking this conditional use permit to allow “Restaurant, General” at 820 Sidney Baker. This would permit the retail sale of alcoholic beverages for on-premises consumption.

The definitions for the two types of restaurants permitted by the zoning code are as follows:

Restaurant, General (Requires a CUP): A building or part thereof used in the on-site preparation and retail sale of food and beverages. A General Restaurant is permitted to provide live entertainment and the retail sale of alcoholic beverages for on-premises consumption, provided such alcoholic beverage sales constitute less than fifty percent of the gross revenue of the restaurant. Limited Restaurants are included within the scope of this definition.

Restaurant, Limited (Permitted by Right): A building or part thereof used in the preparation and retail sale for on-premise consumption of food and beverages, excluding the sale of alcoholic beverages and restaurants with drive-through service.

Currently the N-21 zoning district only allows “Restaurant, General” with a conditional use permit. After reviewing the location, there are several sites with the same land use within 1,000 ft. Included in this land use are restaurants with a drive through facility. The sites are as follows:

1. Wing King (Alcohol Sales)
2. Valentinos (Alcohol Sales)
3. Donut Palace (Drive Through)
4. McDonalds (Drive Through)
5. Jack in the Box (Drive Through)
6. Taco Bell (Drive Through)

At the time this packet was distributed 15 land owners within 200' were notified and no official protests were received.

RECOMMENDED ACTION

Open the public hearing and consider the request of a resolution granting a conditional use permit to allow the land use of "Restaurant, General" for the property depicted in Exhibit B.

EXHIBIT "A".

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being all of Lots 21, 22, 23 and 24, Block G, B.F. Cage Addition to the City of Kerrville, Kerr County, Texas as recorded in Volume 1, Page 2, Plat Records of Kerr County, Texas; containing 1.03 acres +/-, and more particularly described as follows:

BEGINNING at a 1/2" iron pin found in the northwest right-of-way of Sidney Baker Street on the common line of Lots 24 and 25, Block G, for the South corner of the herein described tract, and from said iron pin, the South corner of Block G at the intersection of Sidney Baker and Barnett Street bears S45°W, 588.45 feet;

THENCE, N45°16'50"W, 216.41 feet to a 1/2" iron pin found on the common line of Lots 24 and 25 for the West corner of the herein described tract;

THENCE, N44°29'38"E, 206.78 feet to a 1/2" iron pin found in a fence line for the North corner of this tract, the North corner of Lot 21;

THENCE, S45°21'00"E, 219.17 feet to a 1/2" iron pin found in the northwest right-of-way of Sidney Baker Street for the East corner of this tract, the East corner of Lot 21;

THENCE S45°15'35"W, 207.06 feet to the PLACE OF BEGINNING, and containing 1.03 acres of land, more or less.

Exhibit B - Location Map



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

0 50 100 200 Feet

1 inch = 100 feet



CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 05-2014

**A RESOLUTION REPEALING RESOLUTION 03-2014 AND GRANTING A
CONDITIONAL USE PERMIT FOR AN APPROXIMATE 1.03 ACRES
TRACT OF LAND CONSISTING OF LOTS 21, 22, 23, AND 24, BLOCK G,
OF THE B.F. CAGE ADDITION, A SUBDIVISION OF THE CITY OF
KERRVILLE, KERR COUNTY, TEXAS, OTHERWISE KNOWN AS 820
SIDNEY BAKER STREET (STATE HIGHWAY 16) AND LOCATED
WITHIN THE N-21 ZONING DISTRICT; BY PERMITTING SAID
PROPERTY TO BE USED FOR RESTAURANT, GENERAL; AND MAKING
SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND
RESTRICTIONS**

WHEREAS, the City Council of the City of Kerrville (“City Council”), Texas, adopted Resolution No. 03-2014, at its February 25, 2014, meeting; and

WHEREAS, the City Council neglected to open and conduct a public hearing for the resolution, which granted a condition use permit, as required by state law and the City’s Zoning Code, though no one from the general public spoke on the matter; and

WHEREAS, in order to fully comply with applicable law, City staff recommends that City Council repeal Resolution No. 03-2014, hold a public hearing, and then adopt a new resolution to grant a conditional use permit on the same subject matter; and

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

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

SECTION ONE. Resolution No. 03-2014 is repealed.

SECTION TWO. A Conditional Use Permit is granted to permit the property described below to be used and developed for a Restaurant, General as that term is defined by Title 11, Chapter I of the Zoning Code of the City of Kerrville, Texas (“Zoning Code”), and such use is subject to the provisions of this Resolution and other applicable City ordinances and regulations:

**A 1.003 acres, more or less, tract of land consisting of Lots 21,
22, 23, and 24, Block G of the B.F. Cage Addition, a
subdivision of the City of Kerrville, Kerr County, Texas; as**

recorded in Volume 1, Page 2 of the Real Property Records of Kerr County, Texas, and more commonly known as 820 Sydney Baker Street (State Highway 16) ("the Property").

SECTION THREE. In addition to the development and use regulations applicable to the Property, the Property may be developed and used for a Restaurant, General, as defined by the Zoning Code, and is subject to the following additional regulations:

- A. **Elevations and Signs:** All elevations and signs on the Property must conform to the applicable regulations of the City, to include the City's Sign Code.
- B. **Parking:** The design and number of parking spaces must be in accordance with the City's regulations in effect at the time that this Resolution is approved. All parking spaces, display areas, and driveways must be constructed of asphalt or concrete and must be marked.
- C. **Screening:** Screening is required in accordance with the City's regulations.
- D. **Visibility Triangles:** Visibility triangles must be established and maintained pursuant to existing City regulations for entrance onto the Property from any street.
- E. **Trash and Other Solid Waste:** No solid waste collection bins and/or dumpsters may be located closer to the street than the face of any building.
- F. **Alcoholic Beverage Sales:** Prior to the issuance of a Certificate of Occupancy from the City, all applicable alcoholic beverage sales laws and regulations, which include a distance requirement pursuant to both state law and Section 10-6 of the City's Code of Ordinances, must be met. In addition, any such use must be licensed or permitted pursuant to applicable state or local law, including Chapter 10 of the City's Code of Ordinances and must remain so during this use.
- G. **Other Zoning Regulations:** The regulations set forth in this Resolution are in addition to those set forth in Title 11, Chapter I of the Zoning Code, as amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in Title 11, Chapter I of the Code of Ordinances of the City of Kerrville, as amended or superseded, the provisions of this Resolution shall prevail.

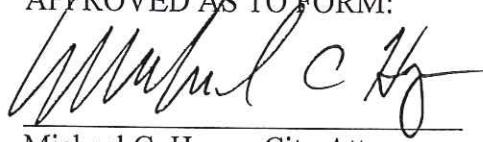
SECTION FOUR. This Resolution and the Conditional Use Permit granted herein shall be subject to termination in accordance with Article 11-I-13 of the Zoning Code.

PASSED AND APPROVED ON this the _____ day of _____ A.D., 2014.

Jack Pratt, Jr., Mayor

(signatures continue on following page)

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Michael C. Hayes".

Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

4A. Ordinance 2014-06 amending the budget for fiscal year 2014 to allocate \$500,000.00 for repairs to structures at the Kerrville/Kerr County Airport. (staff)

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

SUBJECT: First reading of an ordinance amending the FY2014 Budget to allocate \$500,000 for repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport

FOR AGENDA OF: March 25, 2014 **DATE SUBMITTED:** March 18, 2014

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

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required: \$500,000	Current Balance in Account: \$6,294,046 (As of 9/30/13)	Amount Budgeted: \$0	Account Number:
---------------------------------------	--	----------------------------	--------------------

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The attached ordinance provides for the second amendment to the FY2014 budget, and includes budget amendments as per Attachment A. This proposal allocates \$500,000 from the city's reserve funds for one-half of the cost to repair the roofs on several publicly owned buildings that house the Mooney Aviation Company (MAC).

MAC, the entity that acquired Mooney International in 2013, has restarted the production of Mooney aircraft at the Kerrville/Kerr County Municipal Airport (Airport) and the Joint Airport Board (JAB) has been working with MAC to negotiate a new lease since November 2013. The preexisting lease for these buildings has expired and new lease is required. Prior Mooney entities failed to repair the roofing systems as required by their lease and, as a result, the roofing systems have severely deteriorated. The resulting conditions make these buildings difficult for the existing manufacturing operations as well as for future tenants. Repairing the roofs will provide for an improved image of the Airport, protect equipment and inventory located within the buildings, and provide for safer work environments for employees.

MAC has received price quotes to repair the roofs for the buildings that they are using. Their cost estimates are approximately \$1 million to install a new membrane system on the buildings, which contain approximately 300,000 square feet. MAC has requested public funds to address the roof repairs.

Establishing a means to repair these buildings will resolve a key issue that will enable the JAB to finalize a lease with the MAC.

Assuming the allocation of the \$500,000 from reserves for this project, city staff estimates that the unrestricted reserve fund balance at the end of the FY2014 budget year will be \$6,566,448 and will maintain the reserve at 30% of annual operating expenses in the fund.

RECOMMENDED ACTION

City staff recommends that the City Council approve this budget amendment with the following stipulations:

1. That the be disbursed concurrent with Kerr County's equal allocation;
2. That the repair to the roofs be conducted as a JAB project following the appropriate public bidding processes; and
3. That the actual amount of the funds to be disbursed be based upon an equal split of the costs between the city and the county based upon the JAB's final contract price.

Staff further recommends that the a joint meeting be held between the city's and county's representatives to the airport in addition to representatives of JAB to finalize plans to address the building deficiencies.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-06**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2014
TO ALLOCATE \$500,000.00 FOR REPAIRS TO STRUCTURES AT THE
KERRVILLE/KERR COUNTY AIRPORT**

WHEREAS, Ordinance No. 2013-17, dated September 24, 2013, adopted the Fiscal Year 2014 Budget; and

WHEREAS, the City Manager proposes that City Council allocate \$500,000.00 from the City's reserve fund to account for one-half of the estimated cost for repairing roofs on several buildings at the Kerrville/Kerr County Airport, which are occupied by the Mooney Aviation Company; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that amending the City's Fiscal Year 2014 Budget is in the best interest of the citizens of the City of Kerrville;

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

In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2014 is amended as set forth in **Attachment A**.

**PASSED AND APPROVED ON FIRST READING, this the _____ day of
_____, A.D., 2014.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____
day of _____, A.D., 2014.**

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Attachment A - Budget Amendment - February 2014

Fund Name	Account Number	Adjustment description	Amount
General Fund	01-800-970	Transfer funds to General Capital Projects Fund	\$ 500,000.00
General Capital Projects	70-7001	Transfer funds from General Fund	\$ 500,000.00
General Capital Projects	70-800-502	City share for repairs to building at Municipal Airport (Mooney buildings)	\$ 500,000.00
		Repairs to City-County owned assets equally shared	

Agenda Item:

5A. Kerrville Beautification Advisory Committee's proposed beautification recognition program. (staff)

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

SUBJECT: Consideration of the Kerrville Beautification Advisory Committee's proposed
Beautification Recognition Program

FOR AGENDA OF: March 25, 2014 DATE SUBMITTED: March 17, 2014

SUBMITTED BY: Ashlea Boyle  **CLEARANCES:** Todd Parton
Special Projects Manager City Manager

EXHIBITS: Draft Beautification Recognition Program

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required: \$	Current Balance in Account: \$	Amount Budgeted: \$	Account Number:
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PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

On December 10, 2013, City Council approved the Kerrville Beautification Advisory Committee's (KBAC) proposed goals and objectives for a community beautification program. Pursuant to the resolution creating the KBAC, the committee has developed a beautification recognition program for the consideration of City Council. If approved, the KBAC will proceed with the outlined objectives and implement the beautification recognition program as presented.

RECOMMENDED ACTION

City staff is requesting consideration and approval of the Kerrville Beautification Advisory Committee's proposed beautification recognition program.

KERRVILLE BEAUTIFICATION ADVISORY COMMITTEE

Beautification Recognition Program

The Kerrville Beautification Advisory Committee (KBAC), created by the City of Kerrville Resolution No. 40-2012, is charged with preparing and implementing a Beautification Recognition Program as approved by the City Council.

The KBAC has developed a Business and Residential Beautification Program. This program is designed to recognize commercial and residential properties that show pride of ownership, enhance the beauty and appeal of Kerrville, and encourages others to follow their example.

Beautification Recognition Program - Business

Procedures:

- Recognition is open to individual businesses, store fronts, condos / apartments, shopping centers, restaurants, hotels / motels, churches, schools, civic buildings, and other special categories.
- Members of the KBAC may recommend / nominate outstanding businesses or properties mentioned above at each regular meeting.
- After reviewing those identified, members will vote on the property to be selected for recognition. No more than two properties will be selected per meeting.
- Award will consist of a certificate of recognition / appreciation, as well as a sign which can be displayed on the property.

Criteria for evaluation:

- Overall appearance and "curb appeal" of the property.
- Landscaping and other treatment of property adjacent to or surrounding a structure or structures that enhance the setting, such as green space, trees, parking and hard-scape, planters that are interesting, appropriate to its setting and well maintained.
- Buildings (including commercial, office, churches, schools, etc.) that are notable for their beauty or interest of architecture, materials used, historic preservation or restoration, appropriate color, signage and facade treatment, neatness and maintenance, and any other unusual or interesting characteristics that contribute to the overall attractiveness of the structure.
- Quality of on-going maintenance.
- Neatness and absence of debris or clutter.

- Not all of these characteristics will apply to any one property, and there may be additional unique characteristics not noted above of certain properties that make them stand out and qualify for special recognition.

Beautification Recognition Program - Residential

Procedures:

- Members of the KBAC may recommend / nominate outstanding residential properties at each regular meeting.
- After reviewing the list of recommendations / nominations, members will vote on the residences to be selected for recognition. No more than two residences will be selected per meeting.
- Award will consist of a certificate of recognition / appreciation.

Criteria for evaluation:

- Curb appeal, neatness and maintenance of residence and other structures.
- Maintenance of planting areas, landscape, and adjacent visible yard.
- Originality, beauty and attention to native plant species and other appropriate or adaptive varieties.
- Efforts for water / natural resource conservation with minimum amount of stone or gravel and possible use of bark mulch, etc. in the landscaping.
- Absence of debris or inappropriate objects.

Agenda Item:

5B. Submitted bids for construction of the Louise Hays Park improvements project. (staff)

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

SUBJECT: Consideration of submitted bids for construction of the Louise Hays Park Improvements project.

FOR AGENDA OF: March 25, 2014

DATE SUBMITTED: March 12, 2014

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

CLEARANCES: Kristine Ondrias *KO*
Assistant City Manager

EXHIBITS: Bid Tabulation for Louise Hays Park Improvements project

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JL*

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$ N/A	\$1,816,756	(\$1,800,000.00	B04 LHP
\$ N/A	\$4,940,350	Total)	B05 River Trail Pkg. A-F

PAYMENT TO BE MADE TO: N/A

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Bids for the Louise Hays Park Improvements project were opened March 11, 2014. All bids received exceeded the City's anticipated budget for construction by approximately 50%. Staff recommends that all bids be rejected in order for Staff and the design consultant to re-scope the project.

RECOMMENDED ACTION

Staff recommends that Council reject all submitted contractor bids for construction of the Louise Hays Park Improvements project in order to provide an opportunity for Staff and the City's consultant to clarify the scope of the construction requirements, specifications and bid documents prior to releasing the project for bid.

Louise Hayes & Lehmann Monroe Parks Improvements

PW#12-008

Bid Opening: March 11, 2014

Item	Qty	Unit	Description	Zimmerman Construction			Journeymen Construction		Average
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	
River Trail									
A	1	LS	River Trail (Appendix A Subtotal)	\$1,228,806.53	\$1,228,806.53	\$418,127.00	\$418,127.00	\$823,466.77	\$823,466.77
B	1	LS	River Trail Furnishings	\$11,979.11	\$11,979.11	\$70,002.00	\$70,002.00	\$40,990.56	\$40,990.56
			Subtotal	\$1,240,785.64		\$488,129.00		\$864,457.32	
Civil									
D	4900	LF	Concrete Curb (Standard, Laydown, Sawtooth)	\$15.16	\$74,284.00	\$10.40	\$50,960.00	\$12.78	\$62,622.00
E	1380	SY	Concrete Sidewalks and Flatwork	\$117.64	\$162,343.20	\$4.50	\$6,210.00	\$61.07	\$84,276.60
F	650	SY	Concrete Paving	\$45.71	\$29,711.50	\$6.00	\$3,900.00	\$25.86	\$16,805.75
G	385	SY	Colored Concrete - Pumphouse Plaza	\$132.90	\$51,166.50	\$7.75	\$2,983.75	\$70.33	\$27,075.13
H	92	EA	Limestone Blocks (installed)	\$391.51	\$36,018.92	\$500.00	\$46,000.00	\$445.76	\$41,009.46
H-1	1400	CY	Earthwork (Embankment/Excavation)	\$17.97	\$25,158.00	\$6.00	\$8,400.00	\$11.99	\$16,779.00
			Subtotal	\$378,682.12		\$118,453.75		\$248,567.94	
Architectural & MEP									
I	2	EA	Restrooms	\$190,631.51	\$381,263.02	\$183,265.00	\$366,530.00	\$186,948.26	\$373,896.51
J	1	EA	Pumphouse Shell Building	\$115,896.04	\$115,896.04	\$76,679.00	\$76,679.00	\$96,287.52	\$96,287.52
K	1	SY	Existing Pavilion Renovation	\$107,505.99	\$107,505.99	\$13,310.00	\$13,310.00	\$60,408.00	\$60,408.00
L	1	LF	Wellhouse and Wrought Iron Fencing	\$22,580.59	\$22,580.59	\$34,700.00	\$34,700.00	\$28,640.30	\$28,640.30
M	1	LS	Dumpster Pad and Screen	\$14,757.09	\$14,757.09	\$13,969.00	\$13,969.00	\$14,363.05	\$14,363.05
N	1	LS	Balance of Architectural & MEP Incidentals	\$670,630.98	\$670,630.98	\$1,702,611.25	\$1,702,611.25	\$1,186,621.12	\$1,186,621.12
			Subtotal	\$1,312,633.71		\$2,207,799.25		\$1,760,216.48	
			Base Bid Total	\$2,932,101.47		\$2,814,382.00		\$2,873,241.74	
Add Alt #1	1	LS	Stage Canopy and Colored Concrete Dance Floor	\$93,366.23	\$93,366.23	\$89,766.00	\$89,766.00	\$91,566.12	\$91,566.12
Add Alt #2	1	LS	Group Pavilion with connecting Sidewalk, Ramp	\$41,630.91	\$41,630.91	\$82,777.00	\$82,777.00	\$62,203.96	\$62,203.96
Add Alt #3	1	LS	Existing Pavilion and Colored Concrete Event Plaza	\$146,948.19	\$146,948.19	\$118,496.00	\$118,496.00	\$132,722.10	\$132,722.10
Add Alt #4	1	LS	Increase Trail Width (Insert Appendix B Total)	\$624,196.24	\$624,196.24	\$457,614.00	\$457,614.00	\$540,905.12	\$540,905.12
Add Alt #5	1	LS	All Roofs - Revise from Standing Seam to R-Panel	-\$3,550.00	-\$3,550.00	\$10,405.00	\$10,405.00	\$3,427.50	\$3,427.50
			Alternate Subtotal	\$902,591.57		\$759,058.00		\$830,824.79	

Denotes Error in Bid

Agenda Item:

5C. Repealing Section 18-2, "Bird Sanctuary" of the City of Kerrville's Code of Ordinances. (Councilmember MacDonald)

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

SUBJECT: Repeal of Section 18-2, "Bird Sanctuary" of the City of Kerrville's Code of Ordinances

AGENDA DATE: March 25, 2014

DATE SUBMITTED: March 18, 2014

SUBMITTED BY: T. Justin MacDonald **PHONE:** (830) 257-5323
Councilmember, Place 3

EXHIBITS/INFORMATION: None

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

IF YES, STATE AMOUNT REQUESTED: \$

DESCRIPTION OF REQUEST

I am recommending that staff be directed to draft an ordinance to repeal article 18-2 of the City's Code of Ordinances for the following reasons:

1. The United States of America and State of Texas already regulate which types of wild fowl may and may not be hunted, as well as the time, place, and manner for such hunting. Endangered Species laws also protect species of birds that are in danger of becoming extinct.
2. The City and State already have laws addressing the use of firearms and other weapons.
3. This article creates unintended negative consequences, such as making it illegal to remove unwanted or nuisance birds from a person's private property; making it illegal to remove the nest of an invasive, non-native species from native bird habitat; and making it illegal to remove birds that may possibly be hazardous to human health and safety.
4. This article encroaches on the property rights of our citizens by forcing them to allow potentially unwelcome birds on their private property.

In summary, this law unnecessarily restricts the rights of the citizens of Kerrville, and duplicates territory already covered by other existing laws. Therefore, it should be repealed.

RECOMMENDED COUNCIL ACTION

Make a motion to direct staff to draft an ordinance repealing Section 18-2 of the City of Kerrville Code of Ordinances.

Agenda Item:

6A. Mardi Gras post event report. (staff)

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

SUBJECT: Mardi Gras Post Event Report

FOR AGENDA OF: March 25, 2014 **DATE SUBMITTED:** March 13, 2014

SUBMITTED BY: Ashlea Boyle *AB* **CLEARANCES:** Todd Parton
Special Projects Manager City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *W*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Staff will provide a report on the tenth annual Mardi Gras on Main event held in downtown Kerrville on March 4, 2014. This was the first year for the event to take place outside in historic downtown Kerrville. The event consisted of fine wine and beer, fine food, live music, royal court promenade, and a live and silent auction.

RECOMMENDED ACTION

This report is for informational purposes only. No action required.

Agenda Item:

6B. Staff update on state's community water watch list. (staff)

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

SUBJECT: Water Resources Report

FOR AGENDA OF: 3/27/14

DATE SUBMITTED: 3/19/14

SUBMITTED BY: Stuart Barron *SB*
Public Works Director

CLEARANCES: Kristine Ondrias *KO*
Deputy City Manager

EXHIBITS: Presentation Information

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *WP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Texas Water Development Board (TWDB) has sent out a list of 1,137 Public Water Systems that have implemented their drought contingency plans. Kerrville is listed as affected area, but due to forward thinking we are not listed on the TWDB critical 180 Day List or 2 Year Watch List.

The Kerrville area has been planning for water shortage since the late 1970s. We currently have four sources of drinking water. Those sources include groundwater, "Run of the River" surface water, surface water stored in Nimitz Lake, and ASR water. That combined with our drought contingency plan and tiered rate structure has Kerrville in a much better position than many of our neighbors.

Staff will present an update on the current drought conditions. Documents used for the presentation include:

- Texas Drought Report
- Public Water Supply System Affected map
- 180 Day List
- 2 Year Watch List
- Guadalupe River follows
- Kerrville Rain Fall Data
- Current ASR volumes

RECOMMENDED ACTION

Information and discussion.

TEXAS DROUGHT REPORT

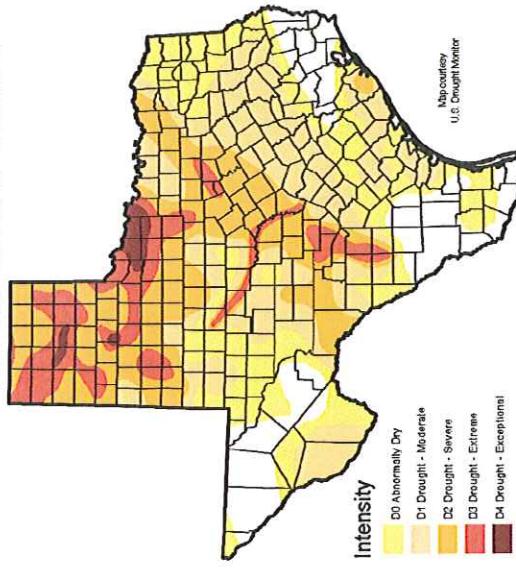
FOR THE WEEK OF 03/17/14

DROUGHT CONDITIONS

Mixed developments this week with the drought. There's been a welcome six-point decrease in the amount of the state in drought (now at 63 percent), but there's also been a strengthening of dry conditions in west, central, and north Texas. And drought projections show more of the same.

Drought statistics

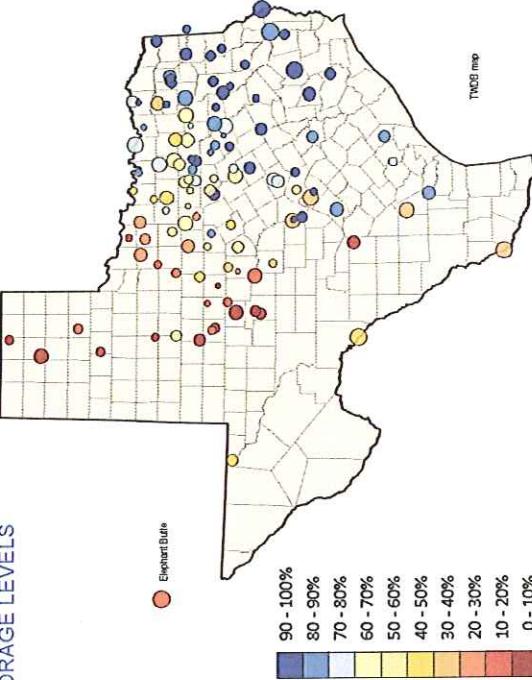
- 63% of state currently in moderate to exceptional drought
- 67% a week ago
- 45% three months ago
- 77% a year ago



STATEWIDE RESERVOIR STORAGE LEVELS

Monitored water supply reservoirs

- Currently 65% full
- 64% a week ago
- 63% three months ago
- 67% a year ago
- Normally 34% at this time



Get more drought information on TWDB's website and social media accounts!

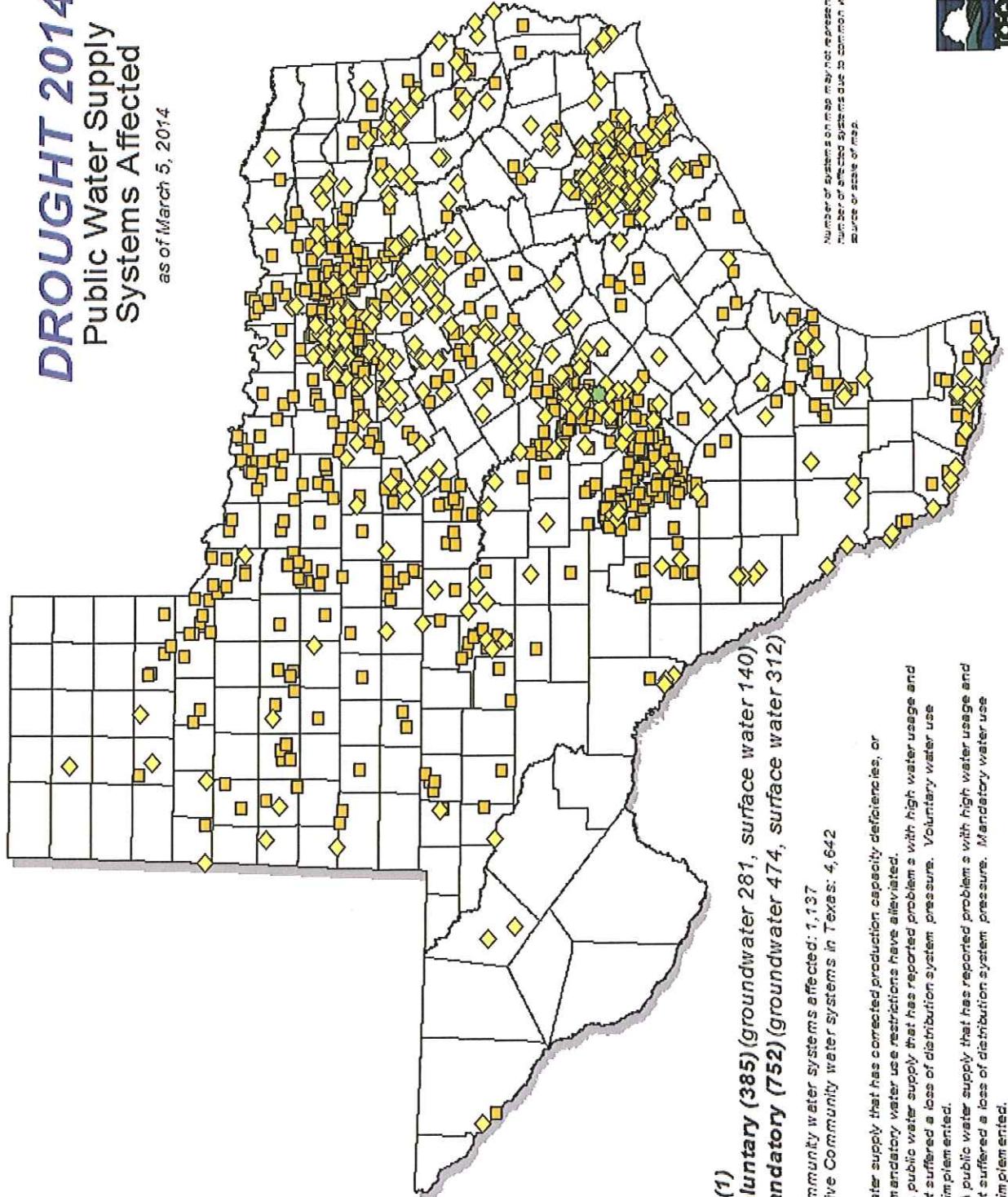
www.twdb.texas.gov
 www.facebook.com/twdbboard
 @twdb

Ben Munguia, Governmental Relations | ben.munguia@twdb.texas.gov | 512.463.9637

DROUGHT 2014

Public Water Supply Systems Affected

as of March 5, 2014



Number of systems on map may not represent
Number of affected systems due to common water
source or state of map.



RESOLVED (1)
>**WATCH - Voluntary (385)** (groundwater 281, surface water 140)
WATCH - Mandatory (752) (groundwater 474, surface water 312)

total number of Community water systems affected: 1,137

total number of active Community water systems in Texas: 4,642

RESOLVED A public water supply that has corrected production capacity deficiencies, or drought conditions for mandatory water use restrictions have alleviated.

WATCH - Voluntary A public water supply that has reported problems with high water usage and reduction, but has not suffered a loss of distribution system pressure. Voluntary water use restrictions have been implemented.

WATCH - Mandatory A public water supply that has reported problems with high water usage and reduction, but has not suffered a loss of distribution system pressure. Mandatory water use restrictions have been implemented.

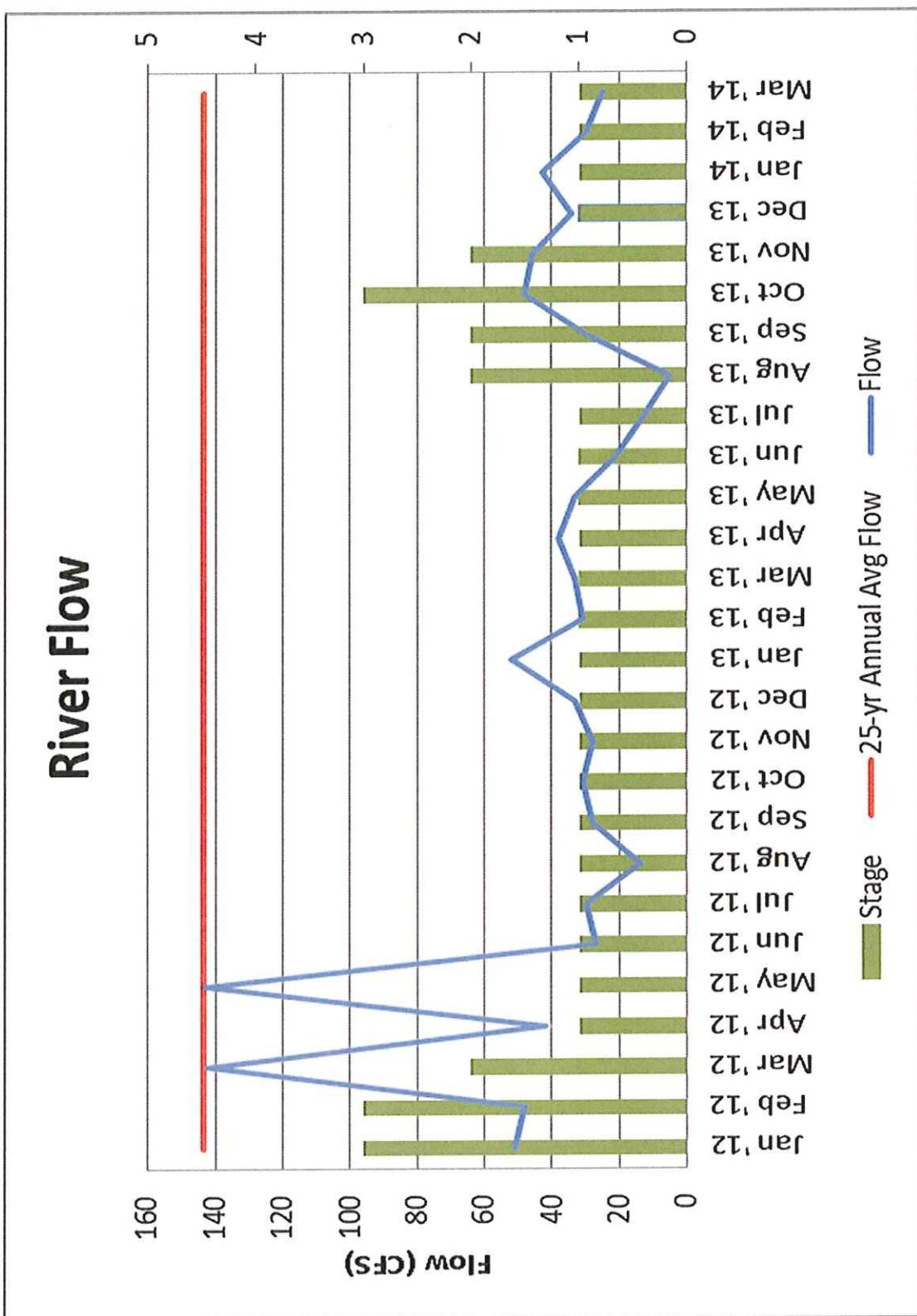
Entities on the 180 Day List

County	Entity
Burnet	LCRA Spicewood Beach
Tom Green	Twin Buttes Water System
Irion	Barnhart WSC
Real	City of Leakey
Stonewall	City of Aspermont
Tom Green	Tom Green County FWSD 3
Hood	Oak Trail Shores
Willacy	City of Raymondville
Archer	Windthorst WSC
Archer	City of Megargel
Walker	Frisby's Landing
Garza	City of Post
Haskell	City of O'Brien
Parmer	Lazbuddie ISD
Irion	City of Mertzon
Clay	Dean Dale SUD
Briarco	MacKenzie MWA
Briarco	Silverton Municipal Water System
Real	Oakmont Saddle Mountain Water System
Baylor	Baylor WSC
Lamb	City of Amherst
Baylor	City of Seymour
Williamson	City of Florence
Travis	Draper Estates Water System

McLennan	City of Mart
Clay	City of Henrietta
Schleicher	City of Eldorado
Hudspeth	Esperanza Water Service
Haskell	City of Weinert
Crosby	White River MWD (serves Cities of Crosbyton, Post, Ralls, Spur, and Rio Blanca Estates)
Crosby	City of Crosbyton
Dickens	City of Spur (serves Valley WSC)
Dickens	Valley WSC
Burnet	Silver Creek Village WSC
Bandera	Bandera County FWSD 1
Hidalgo	City of Elsa
Haskell	City of Rochester
Haskell	City of Rule
Knox	North Central Texas MWA
Haskell	City of Haskell
Knox	City of Knox City
Knox	City of Munday
Knox	Rhineland WSC
Val Verde	Devils Shores WSC
Comal	Berry Oaks Water Co
Dickens	City of Dickens
Donley	Greenbelt MWA

Entities on the 2 year Watch List

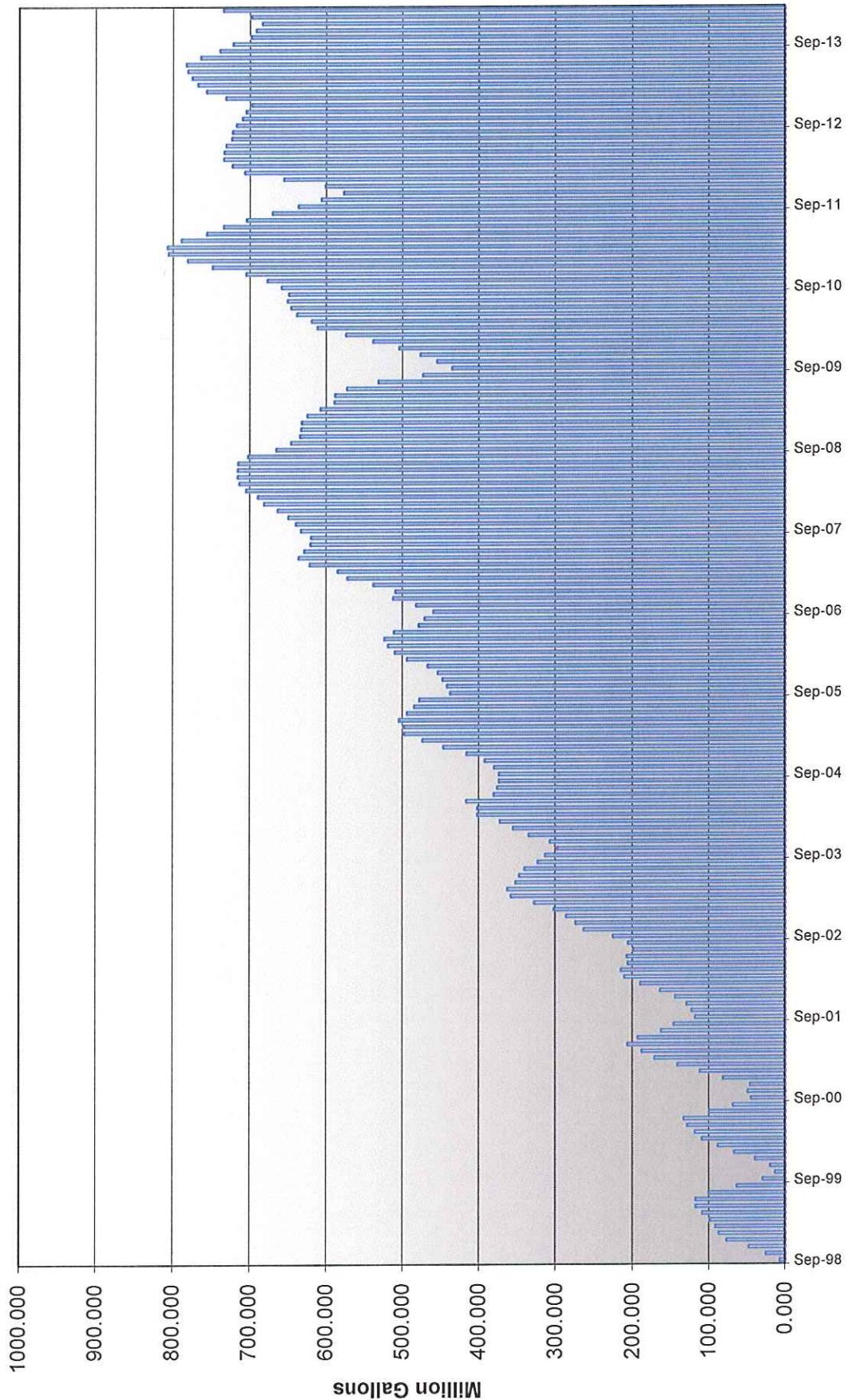
County	Entity
Archer	City of Archer City
Rains	City of Emory
Limestone	City of Groesbeck
Wichita	City of Wichita Falls
Archer	Archer County MUD
1	
Wichita	Friberg-Cooper WSC
Willacy	City of Lyford
Palo Pinto	City of Gordon
Hale	Loma Alta WSC
Erath	Barton WSC
Galveston	Gulf Coast Water
Falls	Authority TX City
Hidalgo	Mooreville WSC
Tom Green	McAllen Public Utility
Cameron	Concho Rural Water
Travis	Grape Creek
Knox	East Rio Hondo WSC
Young	City of Lago Vista
Cameron	City of Goree
Uvalde	City of Olney
Llano	City of Rio Hondo
Sabine	City of Uvalde
Galveston	City of Llano
Lamb	Pendleton Harbor
	Galveston County
	FWS 6 Tiki Island
	City of Olton



Kerrville Rain Fall Data

DATE	RAINFALL in Inches	MONTHLY AVERAGE RAINFALL in inches (80 year average)	ABOVE or BELOW Average
April, 2013	1.36	1.98	-0.62
May, 2013	5.69	3.98	1.71
June, 2013	3.49	3.59	-0.10
July, 2013	2.07	2.83	-0.76
August, 2013	1.57	1.63	-0.06
September, 2013	1.99	3.68	-1.69
October, 2013	5.06	3.41	1.65
November, 2013	1.67	2.32	-0.65
December, 2013	1.22	1.91	-0.69
January, 2014	0.41	1.63	-1.22
February, 2014	0.82	1.82	-1.00
March, 2014	0.36	2.40	-2.04
			Total: -5.47

**Net Storage in ASR System
Aquifer Storage & Recovery**



Agenda Item:

6C. Budget and economic update. (staff)

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

SUBJECT: Budget/Economic Update

FOR AGENDA OF: March 25, 2014 **DATE SUBMITTED:** March 14, 2014

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

EXHIBITS: Economic Update

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

No action required information purposes only.

City of Kerrville
Month ending February , 2014
(Month 5 of FY14 Budget)

	Current Month	Year To-Date	% (41.67) to Budget	Prior Year To-Date
General Fund				
Total Revenues	\$2,107,127	\$13,505,021	61.44%	\$13,218,967
Property tax	\$853,011	\$7,798,627	93.12%	\$7,780,218
Sales tax	\$592,121	\$2,431,999	44.22%	\$2,288,275
Total Expenditures	\$1,484,437	\$8,095,458	37.46%	\$8,550,639

Water and Sewer Fund				
Total Revenues	\$782,959	\$4,031,190	38.44%	\$3,675,553
Water Sales	\$330,220	\$1,797,668	35.32%	\$1,962,242
Sewer Service	\$319,594	\$1,594,653	41.75%	\$1,427,115
Expenditures	\$661,869	\$3,419,886	34.29%	\$3,462,572

Hotel/Motel:				
Revenues	\$48,504	\$333,791	38.81%	\$314,295
Expenditures	\$232,250	\$451,543	52.57%	\$412,500

Unemployment: January 2014	Consumer confidence:
National 6.6%	National 78.1% up 28.9% over January 2013
Texas 5.8%	Texas 78.1% up 14.9% compared to January 2013
Local 4.7%	(Sources: State Comptroller/WorkforceAlamo)

Housing:
<i>Statewide:</i>
Building permits issued single family housing (January increased 13% compared to 2013)
Sales of existing single family house (January increased 8% compared 2013)
Median sale price for existing single family (January increased 10.5% compared to 2013)
(Source: State Comptroller)
<i>Local:</i>
<i>Permits Issued for New Residence</i>
Oct - Feb 2013 - 13
Oct - Feb 2014 - 20