

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, AUGUST 26, 2014, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, AUGUST 26, 2014, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION by Heather Mitchell, Minister of Music, First Baptist Church.

PLEDGE OF ALLEGIANCE TO THE FLAG

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. PRESENTATIONS AND RECOGNITIONS:

2A. Leadership Kerr County presentation of check to the City of Kerrville in the amount of \$2,500 for improvements to the dog park at Lehmann and Monroe Park. (Mayor Pratt)

2B. Mozelle Youngblood for 27 years of service to the Christian Assistance Ministry. (Mayor Pratt)

3. CONSENT AGENDA:

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

3A. Minutes of the City Council special meeting held July 15, 2014, and the City Council regular meeting held July 22, 2014. (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, August 22, 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

3B. Resolution No. 28-2014 authorizing the use of internal combustion engines on Nimitz Lake upstream of the city's impoundment dam for a triathlon. (staff)

3C. Purchase of a security camera system in and around Peterson Plaza and parking garage in the amount of \$62,859 with reimbursement from the Cailloux Foundation in the amount of \$47,969. (staff)

3D. Resolution 29-2014, approving the budget for fiscal year 2015 for the Kerr Emergency 9-1-1 Network. (staff)

3E. Rejection of bid for construction of the concrete improvements in Louise Hays Park and Lehmann and Monroe Park. (staff)

3F. First amendment to project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas for improvements to Cailloux Theater for the Performing Arts (lighting). (staff)

3G. Funding and license agreement between the Floyd A. and Kathleen C. Cailloux Foundation, Inc. and the City of Kerrville, Texas to allow the City to install, use, and maintain a camera security system for video surveillance in the public areas in and around city hall, its parking garage, and Peterson Plaza. (staff)

3H. Resolution No. 25-2014, adopting the City of Kerrville Drought Contingency Plan and authorizing the City Manager to take all actions in conformance with law. (staff)

3I. Resolution No. 26-2014, adopting the City of Kerrville Water Conservation Plan and authorizing the City Manager to take all actions in conformance with law. (staff)

END OF CONSENT AGENDA

4. PUBLIC HEARINGS AND ORDINANCES, FIRST READING

4A. Ordinance No. 2014-18 repealing Ordinance No. 2003-16 and creating a new "Planned Development District" for personal services I (beauty parlor/barber shop) on Lots 15 and 16, Block 16, Westland Place subdivision, City of Kerrville, Texas, and more commonly known as 401 W. Water Street; adopting a site plan for said Planned Development District; making said district subject to certain conditions and restrictions; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed two thousand dollars (\$2,000.00); and ordering publication. (staff)

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Brenda Craig
City Secretary, City of Kerrville, Texas

4B. Ordinance No. 2014-19 amending the city's "Zoning Code" by amending Article 11-1-18 "Special Screening Regulations" to change some screening requirements applicable to properties with commercial uses located adjacent to properties with residential land uses; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (staff)

5. PUBLIC HEARINGS:

5A. Public hearing for the budget for fiscal year 2015. (staff)

5B. First public hearing to set the 2014 ad valorem tax rate. (staff)

6. ORDINANCE, SECOND AND FINAL READING

6A. Ordinance No. 2014-17 amending the budget for Fiscal Year 2014 by allocating revenue from the City's collection of Hotel Occupancy Tax for the cost of an advertising sign for use by the Convention and Visitors Bureau and allocating unanticipated revenue for the purchase of a street sweeper. (staff)

7. ORDINANCE, FIRST READING

7A. Ordinance No. 2014-20 Amending Chapter 94 "Taxation" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Article V, titled "Telecommunications Services Tax" and relating to taxation of telecommunications services, repealing the application of the exemption provided for in Section 321.210 of the Texas Tax Code; providing for notification to the Texas Comptroller; making this Ordinance cumulative; providing a severability clause; providing for an effective date; and providing other matters related to the subject.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Resolution No. 21-2014 providing for the City's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2015 budget. (staff)

8B. Administrative services contract between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas for FY2015. (staff)

9. INFORMATION AND DISCUSSION:

9A. Budget update.

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Brenda Craig
City Secretary, City of Kerrville, Texas

10. ITEMS FOR FUTURE AGENDAS

11. 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.

12. 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:

- River trail.
- 800 Junction Highway, former city hall property.

13. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

14. 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.

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Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Leadership Kerr County presentation of check to the City of Kerrville in the amount of \$2,500 for improvements to the dog park at Lehmann and Monroe Park. (Mayor Pratt)

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

SUBJECT OF REQUEST: Presentation from Leadership Kerr County

AGENDA DATE: August 26, 2014

DATE SUBMITTED: July 23, 2014

REQUESTED/SUBMITTED BY: Charlie McIlvain, President/CEO Kerrville CVB

ORGANIZATION REPRESENTING: Leadership Kerr County

MAILING ADDRESS:

EMAIL ADDRESS: Charlie@KerrvilleTexasCVB.com

EXHIBITS/INFORMATION: None

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

**WILL THIS ITEM REQUIRE CITY COUNCIL TO AUTHORIZE THE
EXPENDITURE OF CITY FUNDS?**

YES: _____

NO: X

IF YES, STATE AMOUNT REQUESTED: \$ _____

DESCRIPTION OF REQUEST

Leadership Kerr County would like to present the City of Kerrville a check in the amount of \$2,500 for improvements to the dog park at Lehmann and Monroe Park.

RECOMMENDED COUNCIL ACTION

Accept check.

Agenda Item:

2B. Mozelle Youngblood for 27 years of service to the Christian Assistance Ministry. (Mayor Pratt)



City of Kerrville

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

RECOGNITION

WHEREAS, Mozelle Youngblood began her volunteer work with the Christian Assistance Ministry (CAM) in 1987 when the center was located in a small building at Five Points; and

WHEREAS, She managed to always ensure CAM clients had their needs met during four subsequent moves before moving into the new facility on Barnett Street; and

WHEREAS, Mozelle has worked tirelessly to develop and train other volunteers to ensure the clothing department would meet the needs of all people needing CAM's assistance after her retirement; and

WHEREAS, She faithfully attended each monthly board meeting giving updates on the needs of her department and never being afraid to ask for help when needed; and

WHEREAS, As a member of the First Presbyterian Church her faith has served her well in times of sadness as well as joy;

NOW, THEREFORE, I, Jack Pratt, Jr., Mayor of the City of Kerrville, Texas, do hereby recognize

MOZELLE YOUNGBLOOD

For her 27 years as a faithful volunteer with the Christian Assistance Ministry leaving behind a legacy of caring and giving to those in need.

IN WITNESS WHEREOF,
I have hereunto set my hand
and caused the Seal of the
City of Kerrville to be affixed
hereto, the _____ day of
_____ 2014.

Jack Pratt, Jr., Mayor



Agenda Item:

3A. Minutes of the City Council special meeting held July 15, 2014, and the City Council regular meeting held July 22, 2014. (staff)

CITY COUNCIL MINUTES
OF A SPECIAL MEETING

KERRVILLE, TEXAS
JULY 15, 2014

On Wednesday July 15, 2014, the meeting between the Kerrville City Council and the Kerrville Convention and Visitors Bureau was called to order by Mayor Pratt at 7:00 a.m. at the YO Ranch Resort Hotel & Conference Center, Spanish Oak Room, 2033 Sidney Baker, Kerrville, Texas. Invocation was offered by Marie Woodard of CVB staff.

CITY COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Carson Conklin	Councilmember
Stacie Keeble	Councilmember
Gary Stork	Councilmember

CITY COUNCILMEMBERS ABSENT:

Gene Allen	Mayor Pro Tem
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CITY STAFF PRESENT:

Todd Parton	City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager

CVB BOARD MEMBERS PRESENT:

John Grimes	Bob Miller
John Helm	Brenda Harrison
Mike Lemmons	Karol Schreiner
Greg Maxwell	Marian Schlunegger

CVB STAFF PRESENT:

Charlie McIlvain, President and Chief Executive Officer
Marie Woodard, Director of Sales
Julie Land, Vice President of Operations

**PRESENTATION OF THE KERRVILLE CONVENTION & VISITORS BUREAU (CVB)
BUDGET AND MARKETING PLAN FOR 2014/2015:**

Mr. McIlvain presented the CVB 2013 annual report and the CVB 2014/2015 Marketing Plan. He noted a new community branding project underway to transition Kerrville from a rural community to a more contemporary city and promoting arts, wine, river, special events, etc.; branding would use the new city hall, clock tower and downtown plaza as the focal points for marketing. He discussed the new on-line newsletter, new website, and the new computer center with free internet service accessible to visitors at the CVB office. The CVB printed new brochures for motorcycle itineraries and the Museum of Western Art; CVB will design additional brochures and expand advertising and marketing in the future to promote specific events and attractions. He offered to send council a cd of television advertisements that would begin airing soon.

Mr. McIlvain reported that Hotel Occupancy Tax (HOT) continued to grow and noted there were currently 1,112 rooms in Kerrville. In 2013 tourism provided \$59 million in direct spending, \$1.3 million in local tax revenue, and 1,050 jobs in the Kerrville area. He noted marketing challenges, i.e. lack of conference center and adequate hotel inventory to accommodate larger groups, aging hotel inventory, inadequate signage from I-10 to the CVB center, and needed improvements to the Kerr County Youth Exhibition Center. He noted recent legislative discussions in Austin that would move the start date for public schools to early August; this would greatly impact camping and tourism, and he recommended the city participate in lobbying against an earlier start date. Mr. McIlvain also recommended purchasing an electronic sign that could provide information 24/7 at the CVB center, estimated cost \$60,000.

The CVB board noted if the youth exhibition center had a catering kitchen and upgrades the facility would be more marketable; estimated cost at \$150,000. Council noted this was a county facility; however, the city economic improvement corporation would be considering a funding agreement for the facility in the near future.

The meeting adjourned at 8:15 a.m.

APPROVED: _____

ATTEST:

Jack Pratt, Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JULY 22, 2014

On July 22, 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 Reverend Patty Edwards, Unity Church of the Hill Country, followed by the Pledge of Allegiance led by Assistant Police Chief David Knight.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Gene Allen	Mayor Pro Tem
Carson Conklin	Councilmember
Stacie Keeble	Councilmember
Gary F. Stork	Councilmember

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias Day	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
Jason Lutz	City Planner
David Knight	Assistant Police Chief
Kim Meismer	Director of General Operations
Robert Ojeda	Fire Chief
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 AND RECOGNITIONS:

2A. Beautification Advisory Committee's Pride of Property Award:

Business was presented to Tim Crenwelge of Crenwelge Motors.

Residential was presented to Dan and Kathi Kuykendall, 313 Jackson Road.

3. CITY COUNCIL RECESS:

The Kerrville City Council recessed the regular city council meeting to convene a meeting of the City of Kerrville Employee Benefits Trust at 6:07 p.m. Following the City of Kerrville Employee Benefits Trust meeting, the Kerrville City Council reconvened into regular session at 6:12 p.m. (See Item 7A.)

4. CONSENT AGENDA:

Mr. Conklin moved to approve consent agenda items 4A and 4D; Mr. Stork seconded the motion, and it passed 5-0:

4A. Minutes of the budget workshop held on June 24, 2014, and the regular city council meeting held on July 8, 2014.

4B. Resolution No. 22-2014, authorizing the city's continued participation with the Atmos Cities Steering Committee; and authorizing the city's payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

4C. Authorization to apply to the Cailloux Foundation for a grant for street improvement program.

4D. Reject the sole bid submitted by Top Side Contracting in the amount of \$375,756.00 for re-roofing the police station.

END OF CONSENT AGENDA

5. PUBLIC HEARING AND RESOLUTION:

5A. Resolution No. 19-2014, granting a conditional use permit for an approximate 1.108 acres tract of land, being Tracts I and II, out of the Walter Fosgate Survey No. 120, Abstract 138, within the City of Kerrville, Kerr County, Texas, otherwise known as 611 Harper Road (FM 783), and located within a Residential Cluster (RC) zoning district; by permitting said property to be used for education, primary; and making said permit subject to certain conditions and restrictions.

Mr. Lutz noted the Seventh Day Adventist Church has operated a primary education facility since 1995 for about six students and planned to expand the facility to serve an additional seven or eight students. The current zoning code required a CUP to enlarge the facility. The site plan provided additional parking; met setback requirements; and provided screening between adjacent properties except the property to the north, which was another church. The Planning and Zoning Commission (PZC) agreed to allow existing landscaping as natural screening between the two churches. PZC held a public hearing and comments were received concerning drainage, noise and hours of operation. Drainage will be addressed during the permitting process. PZC approved the resolution with the condition that the hours of operation be limited to 8:00 a.m.--6:00 p.m. seven days a week. Mr. Lutz stated that the church later requested the time be modified to 10:00 p.m. to accommodate events on special occasions.

Mayor Pratt opened the public hearing at 6:16 p.m.; no one spoke and the public hearing was closed at 6:17 p.m.

Mr. Conklin moved to approve Resolution No. 19-2014, and to accept the request to extend the hours of operation to 10:00 p.m. as the exception for special events. Mr. Stork seconded the motion and it passed 5-0.

6. ORDINANCES, SECOND AND FINAL READING:

6A. Ordinance No. 2014-11 annexing an approximate 305.073 acre tract of land out of the Florentine Lara Survey No. 123, Abstract No. 225, and the J.D. Leavell Survey No. 1862, Abstract No. 1435, such annexation to be effective on January

18, 2015; said property being adjacent to the corporate limits of the City of Kerrville, Texas, and consisting of a residential subdivision known as The Heights of Kerrville and located west of Harper Road (FM 783) and between its intersection with Holdsworth Drive and Interstate 10; describing the property, adopting a service plan, and establishing the zoning for the property to be annexed. Mayor Pratt read the ordinance by title.

Mr. Lutz noted the annexation would be effective on January 18, 2014; zoning would be single family residential. The ordinance had been amended since first reading on July 8 by amending the acreage from 308 to 305.

Mr. Stork moved to approve Ordinance No. 2014-11 on second and final reading; Mr. Allen seconded the motion and it passed 5-0.

6B Ordinance No. 2014-14, amending the Comprehensive Plan for the City of Kerrville, Texas, pursuant to Chapter 213 of the Texas Local Government Code, by revising the future land use plan for a tract adjacent to Meadowview Lane and between its intersection with Burleson Boulevard N. and Legion Drive N. and addressed as 411 Meadowview Lane. Mayor Pratt read the ordinance by title. Mr. Lutz noted no changes since first reading.

Mr. Allen moved to approve Ordinance No. 2014-14 on second and final reading; Ms. Keeble seconded the motion and it passed 5-0.

7. CONSIDERATION AND POSSIBLE ACTION:

7A Resolution No. 20-2014 authorizing the transfer of the ownership of funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for employee related benefits for fiscal year 2015.

Ms. Meisner noted the resolution would authorize the transfer of funds in the amount not to exceed \$7,500 per employee to the benefit trust to pay for employee benefits for FY2015; she recommended approval.

Ms. Keeble moved to approve Resolution No. 20-2014; Mr. Allen seconded the motion and it passed 5-0.

7B. Presentation of the City of Kerrville fiscal year 2015 budget.

Mr. Parton noted that updated information had been received from the convention and visitors bureau and was incorporated into the budget.

Mr. Parton reviewed the particulars of the proposed FY 2015 budget:

- Fiscally sustainable budget that allocated resources to achieve services; \$45.9 million revenue and \$45 million expenditures.
- No increase in tax rate or adjustment to utility rates. Council noted the increase in property tax revenue was due to an increase in assessed property valuation; it was not due to a tax rate increase. Mr. Parton noted the current tax rate of \$.5625 was within the roll back rate and the net effect on \$100,000+ valuation would be zero; he discussed the options of lowering the tax rate, setting

the rate between the current and effective tax rate, and recovering some of the services cut in previous years and adding new services.

- City policy set the reserve fund target at 25%; as proposed, the FY2015 year-end reserve fund balance would be 29%. The city's bond rating increased to AA in 2014 and the city would be seeking a AA+ rating in 2015; Mr. Parton noted 15% reserve was considered solid financial condition; the higher the bond rating the lower the interest rate. KPUB's rate was also based on the city's bond rating; staff would review KPUB's debt schedule as KPUB's debt could affect the city's ability to issue bank qualified debt, which was limited to \$10 million a year. The city anticipated a \$10 million debt issuance in 2017 and \$5 million in 2018; there would be a significant drop off in debt service in 2018/19.
- The city entered into a contract with the county whereby the city would provide fire/EMS county-wide, effective October 1, 2014. The proposed budget allocated \$600,000 in the fire reserve fund for major capital equipment replacement.
- Included employee benefits as approved in Item 7A.
- The budget in prior years cut two full crews in the parks department and froze two positions in the police department; the proposed budget would add those positions back into the budget.
- Added a maintenance crew to help with: routine maintenance and clearing of right of ways, utility easements, and drainage easements; street construction and parks maintenance.
- Increased funding for street construction/reconstruction.
- Kerrville had a 98 percentile debt service rate on a per capita basis; the total debt service for all funds was \$5.2 million: \$2 million in general fund and \$3.2 in utility fund.
- Significant facility issues had been deferred in the past, i.e. fire administration offices, police station roof; municipal court building, etc.
- Proposed to do a community wide survey in 2016 to gather information on services the citizens would like.
- Utility rates generated \$1.3-1.4 million per year for pay-as-you-go for major capital improvements and facility maintenance.
- Anticipate the state will further curtail the city's use of river water if the drought continued. Phase I of the wastewater reuse project could be funded under the existing rate structure; the project could be designed and built in three years and would provide storage for 1/3 of the effluent currently produced at the WWTP to be used for irrigation; currently, the city sells all of the effluent produced in the summer months and there were several entities requesting effluent. As the state implements tighter controls on river and surface water, there may be a time when reuse water is treated and used as a potable water supply. Staff would prepare funding options, with possible debt issue in FY2015. It was noted that the state was moving water issues from TCEQ control to PUC oversight.
- A request had been received from former city employees to reinstate the TMRS (Texas Municipal Retirement System) COLA (cost of living adjustment) benefit that the city dropped about four years ago. According to TMRS, the cost to re-implement COLA under the city's current plan would add \$3.4 million to the city's current unfunded liability, and would continue to grow annually. Financial reporting and auditing standards required that unfunded liability below 90% be

reported, which would affect the city's financial stability and bond rating. If the city reinstated COLA, the city's unfunded ratio would increase from 94.4% to 92.3%, and increase annually. Mr. Parton did not recommend reinstating the COLA benefit as the financial contributions and long term implications to the city would be significant.

Mr. Parton noted the appraiser should submit the certified tax roll by July 25, and he would file the budget with the city secretary by July 31, 2014.

Mr. Stork moved to accept the budget report and to direct staff to amend the Five-Year Capital Improvements Plan to incorporate the first phase of the reuse water project. Mr. Conklin seconded the motion and it passed 5-0.

8. INFORMATION AND DISCUSSION:

8A. Quarterly report by Playhouse 2000 (P2K).

Jeffery Brown, executive director of P2K, reported on April – June activity at the theater: 23 events, 34 "lit" nights, 14,759 attendance, ticket face value of \$147,091 plus ancillary sales in excess of \$12,000. P2K net operating income for period was \$10,968 including \$42,500 grant from the Hill Country Charity Ball; net operating expense for period was \$95,609; total available operating cash on June 30 was \$103,465; received building fund pledge of \$85,000 from Peterson Foundation and \$125,000 grant from the Cailloux Foundation; applications were pending from the Texas Commission on the Arts (3) and corporate sponsors (2). Overhead lighting project (dimming equipment) was completed; upgrade to LED lighting was scheduled for August/September; and outdoor lighting upgrade application was pending; all three projects were funded by the economic improvement corporation. All major funding had been achieved for the new campus support facility: \$42,500 Coates Foundation; \$85,000 Hal & Charlie Peterson Foundation; and \$125,000 Cailloux Foundation. The public fundraising campaign goal was \$50,000; \$11,325 received to date. Mr. Brown noted concerns: that P2K subsidized the theater over \$60,000 in 2013 and P2K hoped to reduce the subsidy in the future; the facility operations staff totaled only 2.5 persons; and a significant list of pending maintenance and equipment needs. Mr. Brown reviewed upcoming events.

8B. Budget update.

Ms. Yarbrough reported revenues and expenditures as of June 30 in the general fund, water and sewer fund, and hotel/motel fund; and 46 building permits were issued October-June for new residence construction.

9. ITEMS FOR FUTURE AGENDAS: None.

10. ANNOUNCEMENTS OF COMMUNITY INTEREST:

A. Seven cities in the area had lawsuits pending against LCRA. The jury rendered a verdict in the first case today and awarded New Braunfels \$30.5 million. KPUB's suit with LCRA goes to trial October 2, 2014.

- B. The city parks department and TNJ Engraving will be hosting at skate park competition at Singing Winds Park on Saturday, July 26, starting at 11:00 a.m.
- C. The police department was accepting applications for persons interested in participating in the Citizen Police Academy class beginning August 7.

11. EXECUTIVE SESSION:

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

Section 551.071:

- Discussion with the City Attorney pursuant to §551.071 of the Texas Government Code regarding Kerr Central Appraisal District.

At 7:57 p.m. the regular meeting recessed and council went into executive closed session at 7:58 p.m. At 8:23 p.m. the executive closed session recessed and council returned to open session at 8:24 p.m. The mayor announced that no action had been taken in executive session.

11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

No action taken during open session.

ADJOURNMENT. The meeting adjourned at 8:24 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

3B. Resolution No. 28-2014 authorizing the use of internal combustion engines on Nimitz Lake upstream of the city's impoundment dam for a triathlon. (staff)

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

SUBJECT: Resolution No. 28-2014 authorizing the use of internal combustion engines on Nimitz Lake upstream of the city's impoundment dam for the Kerrville Triathlon Festival

FOR AGENDA OF: August 26, 2014 **DATE SUBMITTED:** August 19, 2014

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

EXHIBITS:

1. Resolution No. 28-2014
2. General Event Information
3. Map of Swimming Event

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The 2014 Kerrville Triathlon Festival produced by High Five Events of Austin will be held September 26-28, 2014. The event will again consist of a sprint, quarter, and half ironman distance triathlons. The swimming portion of the triathlon will be in the Guadalupe River with the start and finish on the grounds of the former Family Sports Center at the northern end of Guadalupe Street. This will require use of watercraft equipped with internal combustion engines for course preparation (placement of buoys) as well as the monitoring and potential rescue of distressed swimmers.

Chapter 118 Article II Water Impoundment of the Kerrville Code of Ordinances Section 118-34 (4) allows the operation of watercraft equipped with an internal combustion engine when it is engaged in an activity that has been authorized by resolution of the city council.

RECOMMENDED ACTION

City staff recommends adopting a resolution authorizing High Five Events to operate watercraft equipped with internal combustion engines on Nimitz Lake for the course preparation as well as to ensure safety of the competitors for the Kerrville Triathlon Festival.



About the Kerrville Triathlon Festival

The Kerrville Triathlon festival will consist of three triathlon events:

- Sprint Distance (500 meter Swim / 15 mile Bike / 3.1 mile Run)
- Quarter Distance (1000 meter Swim / 29 mile Bike / 6.4 mile Run)
- Half Distance (1.2 mile Swim / 56 mile Bike / 13.1 mile Run)

The events will be held on separate days, with the Sprint held on Saturday, **September 27th**, and the Half and Quarter on Sunday, **September 28th, 2014**.

The Swim start & finish, as well as Transition Area #1 (the place where the bikes are parked during the swim), will be located on the grounds the Family Sports Center on Guadalupe St.

Transition Area #2 (the place where the bikes are parked during the run), will be located on the fields of Notre Dame church, at the intersection of Water St. & Tivy St.

The Finish Line will be located in the Bank of America Parking lot, adjacent to "the star", at the intersection of Water St. and Earl Garret St. Shuttle busses will be required to transport participants and spectators between the start and finish areas.

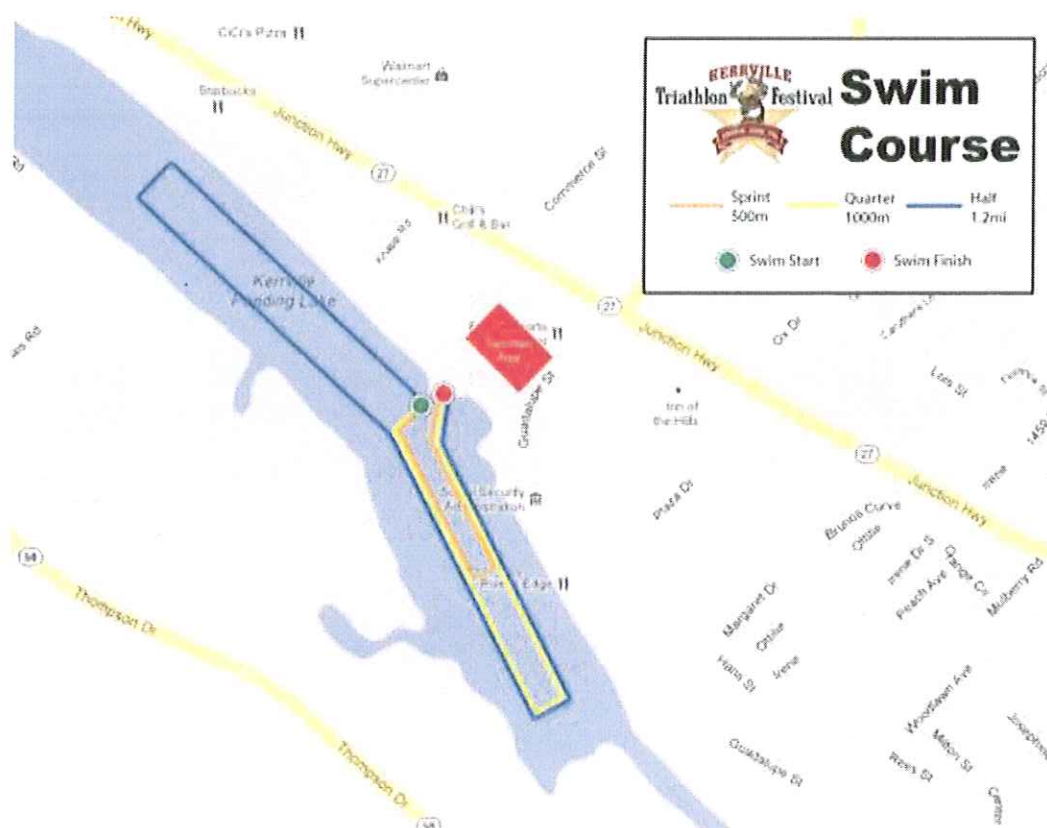
The event website is www.kerrvilletri.com.

Organizer Contact Info

Dan Carroll
High Five Events
2122 Melridge Pl.
Austin, TX 78704
dan@highfiveevents.com
512-917-3579
www.highfiveevents.com

Participation

It is expected that 1200 to 1400 participants will attend the event. Approximately 400 to 500 participants are expected to participate on Saturday, with an addition 100 in the Kids Fun Run. 600 to 800 will participate on Sunday.



**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 28-2014**

**A RESOLUTION AUTHORIZING THE USE OF INTERNAL
COMBUSTION ENGINES ON NIMITZ LAKE UPSTREAM OF THE
CITY'S IMPOUNDMENT DAM FOR A TRIATHLON**

WHEREAS, Chapter 118 of the City Code of Ordinances (the "Code") regulates and prohibits certain activities on Nimitz Lake, the lake upstream of the City's impoundment dam (the "Lake"); and

WHEREAS, one of the prohibited activities is the operation of an internal combustion engine on the Lake; and

WHEREAS, under the Code, City Council may authorize an exception to this prohibition by adopting a resolution authorizing an activity which requires the use of an internal combustion engine on the Lake; and

WHEREAS, the organizer of a triathlon to be held in Kerrville and who would like to use the Lake for the swimming portion of its competition, is seeking an exception to the prohibition against combustible engines so that they may use boats with combustion engines to ensure the safety of competitors; and

WHEREAS, pursuant to this request and to promote and expand the recreational uses of the Lake, the City Council hereby finds that a public purpose exists to authorize the use of internal combustion engines on the Lake;

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

SECTION ONE. The City Council authorizes the use of internal combustion engines on the Lake, such authority subject to the following terms:

- a. the authority is granted to High Five Events, LLC, of Austin Texas, their agents, or representatives and no other person or group;
- b. the authority is valid from September 23, 2014, through October 1, 2014; and
- c. authority is limited to no greater than five (5) boats with such engines.

SECTION TWO. This Resolution and the authority granted hereby shall automatically expire and be revoked on October 2, 2014.

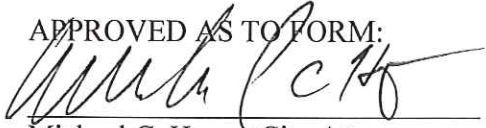
PASSED AND APPROVED ON this the _____ day of _____, A.D., 2014.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

3C. Purchase of a security camera system in and around Peterson Plaza and parking garage in the amount of \$62,859 with reimbursement from the Cailloux Foundation in the amount of \$47,969. (staff)

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

SUBJECT: Authorization for the purchase of a security camera system in and around Peterson Plaza and Parking Garage

FOR AGENDA OF: August 26, 2014 **DATE SUBMITTED:** August 18, 2014

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

EXHIBITS:

Tero Technologies, Inc City Hall Camera Installation Proposal, dated July 30, 2014
Tero Technologies, Inc Garage Camera Installation Proposal, dated July 30, 2014
Tero Technologies Maintenance Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The City of Kerrville and the Cailloux Foundation would like to jointly fund a camera security system for the exterior of City Hall, Peterson Plaza, and the parking garage / crosswalk. Peterson Plaza is owned by the Cailloux Foundation. If approved, the City would manage the project, own the system and incur the annual maintenance cost of \$3,248.

The total project cost is \$62,859 in which the City would pay the upfront cost. The Cailloux Foundation would reimburse the City in the amount of \$47,969 for their portion which includes half of the parking garage and the plaza. The City's portion of \$14,890 includes half of the parking garage and coverage of the entrances / exits at the City Hall building.

RECOMMENDED ACTION

City staff recommends authorization to purchase a security camera system for in and around Peterson Plaza and Parking Garage in the amount of \$62,859 with \$47,969 in reimbursement from the Cailloux Foundation.

TERO★TECHNOLOGIES INC.

"Building Voice, Data and Video Networks for the Future"

Date: July 30, 2014

Proposal For: City of Kerrville

Project: City Hall Camera Installation

Pricing: **\$38,851.00**

(3) Interior Dome Cameras: \$2,886.00

(3) Interior 180 Degree Cameras: \$6,003.00

(2) Box Cameras: \$2,059.00

Lenses For Box Cameras: \$874.00

(2) 16 Channel 11TB Servers: \$16,447.00

(5) Camera Mounts: \$1,645.00

(1) Network Switch: \$1,401.00

(1) Power Supply: \$3,320.00

CAT 5e Installation: \$1,625.00

Miscellaneous Labor and Hardware: \$2,591.00

City Hall Scope of Work to Provide and Install:

1. (2) 16 Channel 11TB NVR.
2. (3) 180 Degree camera and (2) driveway cameras, and (3) interior dome cameras.
3. (2) Network switches and (1) POE extender.
4. CAT 5e cabling to each camera location.
5. Cameras will be grounded per industry standard.
6. Label and test to ensure proper performance and connectivity.

Qualifications:

1. All licenses permits and fees are excluded from this proposal.
2. Active equipment (routers, hubs, wireless access points, telephones, telephone system, UPS systems, etc) are excluded from this proposal.
3. Sales tax is not included in this proposal.

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4. 110v Power is excluded from this proposal and is assumed to be existing.
5. Work will be performed during normal business hours.
6. Tero Technologies is a SBE, HUB, and WBE certified contractor.

Respectfully Submitted,

Steven Grazulis
Estimator

TERO ★ TECHNOLOGIES INC.

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Date: July 30, 2014

Proposal For: City of Kerrville

Project: Garage Camera Installation

Pricing: **\$24,008.00**

(2) Outdoor 360 Degree Cameras: \$3,210.00

(2) Interior Dome Cameras: \$1,757.00

(1) Outdoor 180 Degree Camera: \$1,605.00

(1) Box Camera: \$940.00

(1) Lens for Box Camera: \$968.00

(1) Network Switch: \$1,280.00

(4) Camera Mounts: \$1,201.00

(1) Power Supply: \$3,032.00

(6) Power Converters: \$1,723.00

Conduit Installation: \$794.00

CAT 5e Installation: \$1,323.00

Miscellaneous Labor and Hardware: \$6,175.00

Scope of Work to Provide and Install:

1. (1) Outdoor 180 Degree camera, (2) Outdoor 360 degree cameras, (2) interior dome cameras, and (1) driveway camera.
2. CAT 5e cabling to each camera location.
3. Cameras will be grounded per industry standard.
4. Label and test to ensure proper performance and connectivity.

Qualifications:

1. All licenses permits and fees are excluded from this proposal.
2. Active equipment (routers, hubs, wireless access points, telephones, telephone system, UPS systems, etc) are excluded from this proposal.
3. Sales tax is not included in this proposal.

TERO ★ TECHNOLOGIES INC.

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4. 110v Power is excluded from this proposal and is assumed to be existing.
5. Work will be performed during normal business hours.
6. Tero Technologies is a SBE, HUB, and WBE certified contractor.

Respectfully Submitted,

Steven Grazulis
Estimator

MAINTENANCE AGREEMENT

Owner: City of Kerrville
701 Main Street
Kerrville, TX 78028

THIS SERVICE AGREEMENT dated May 13, 2014, is made by and between Tero Technologies, Inc. hereinafter referred to as "TERO" and City of Kerrville hereinafter referred to as "Owner".

WHEREAS, Owner desires to enter into an agreement with Tero for the Maintenance of equipment described in Schedule A and in accordance with the terms and conditions of this agreement.

1. TERO RESPONSIBILITIES

- 1.1. Provide competent employees knowledgeable of industry standards.
- 1.2. Schedule preventative maintenance as outlined in Schedule A to include inspection, adjustment and replacement of parts covered by manufacturer warranty.
- 1.3. Respond to Service Requests within 8 business hours of initial contact.

2. OWNER'S RESPONSIBILITIES

- 2.1. Ensure equipment covered under this agreement free from misuse and abuse.
- 2.2. Contact TERO for all Service requests.
- 2.3. Provide free and clear access to the equipment.

3. COVERED SERVICES

- 3.1. Labor associated with annual site visit to:
 - 3.1.1. Clean cameras
 - 3.1.2. Confirm IP address
 - 3.1.3. Inspect and listen for any abnormal sounds on the DVR
 - 3.1.4. Check for time and date accuracy on the DVR
 - 3.1.5. Verify live and recorded picture quality
 - 3.1.6. Verify field of view (at recorder) considering internal and external lighting conditions

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- 3.1.7. Confirm there is adequate air flow around DVR
 - 3.1.8. Confirm video and power cable connections are secure and labeled
 - 3.1.9. Verify battery life/status of the UPS battery packs (if applicable)
 - 3.1.10. Visual inspection of surveillance equipment
 - 3.1.11. Install firmware updates
 - 3.1.12. One annual training session via webex
 - 3.1.13. 30 hours of Service as determined by Owner to include:
 - 3.1.14. Troubleshooting
 - 3.1.15. Coordination with manufacturer for any warranty items
 - 3.1.16. Additional training beyond the annual training.
 - 3.1.17. Any labor associated with changes/moves requested by Customer.
4. NOT COVERED
- 4.1. Repair of damage or replacement of parts resulting from catastrophe, accident, neglect, misuse of equipment, vandalism or unauthorized modifications or repairs
 - 4.2. Failure to follow user maintenance and operating instructions
 - 4.3. Failure of interconnected equipment not specified on the Equipment Schedule
 - 4.4. Cost to replace equipment after manufacturer warranty has expired.
 - 4.5. Software licensing
 - 4.6. Heights exceeding 12 ft that require a lift; Lift will be at additional costs
 - 4.7. Any material that is not covered under the manufacturer warranty
5. INDEMNITY
- 5.1. To the fullest extent permitted by law, Subcontractor shall, indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees from all claims for bodily injury and property damage, including reasonable attorneys' fees, costs and expenses that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Subcontractor shall not be required to indemnify or hold harmless Owner, or others retained by Owner for any acts, omissions or negligence of Owner, or others retained by Owner.
 - 5.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Subcontractor, its officers, directors or members, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 10 hereof, including reasonable attorneys' fees, costs and expenses

4243 Gate Crest Suite 103, San Antonio, TX 78217

210.967.4900

www.terousa.com

SBE•WBE•HUB

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We Bring Your Workstation to Life!*

that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Owner, or others retained by Owner.

6. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Excluding losses covered by insurance required by the Contract Documents, the Owner and Subcontractor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Subcontractor agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination.
7. **VENUE** The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.
8. **GOVERNING LAW** This Agreement shall be governed by the laws of the State of Texas.
9. **TERM:**
 - 9.1. 12 months from the date set forth in Agreement
10. **COMPENSATION:**
 - 10.1. TERO will invoice quarterly at rate set forth
 - 10.2. Payment by Owner to TERO will be made no later than 15 days from receipt of the invoice.
 - 10.3. Rate: \$812 Quarterly

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Agreed and Accepted effective as of the date first above written:

OWNER: CITY OF KERRVILLE

BY:

PRINT NAME _____

PRINT TITLE _____

DATE: _____

SUBCONTRACTOR: TERO TECHNOLOGIES, INC.

BY:

PRINT NAME _____

PRINT TITLE _____

DATE: _____

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210.967.4900

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Agenda Item:

3D. Resolution 29-2014, approving the budget for fiscal year 2015 for the Kerr Emergency 9-1-1 Network. (staff)

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

SUBJECT: Kerr Emergency 9-1-1 Network Budget for Fiscal 2015

FOR AGENDA OF: September 9, 2014 **DATE SUBMITTED:** August 28, 2014

SUBMITTED BY: Chief John Young **CLEARANCES:** Mike Hayes, City Attorney

EXHIBITS: Resolution, Proposed Budget Fiscal 2015

AGENDA MAILED TO: Bill Amerine, Kerr Emergency 9-1-1 Network, 819 Water Street, Suite 270, Kerrville, Texas 78028

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 has received the proposed 2015 budget for the Kerr Emergency 9-1-1 Network. The FY 2015 proposed operating budget totals \$403,500.00 as compared to \$399,000.00 in FY 2014, for an overall increase of 1.13%. The change in revenue can be attributed to very slight increases in wireless, VoIP and interest income.

The Texas Health and Safety Code, Subchapter D, The Emergency Telephone Number Act requires the 9-1-1 Board to present to the governing body of the participating jurisdictions (cities) and to the county commissioners court no later than 45 days prior to the date the budget is adopted. The participating jurisdictions shall review the proposed budget and submit any comments regarding the budget to the 9-1-1 board. The budget must be approved by a majority of the participating jurisdictions. If no action is taken on the proposed budget before the 61st day after the proposed budget is received, the budget is approved by operation of law. The city received the proposed 9-1-1 budget on August 28, 2014.

RECOMMENDED ACTION

Recommend approval of the proposed budget for the Kerr Emergency 9-1-1 District for FY 2015.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 29-2014**

**A RESOLUTION APPROVING THE BUDGET FOR FISCAL YEAR 2015
FOR THE KERR EMERGENCY 9-1-1 NETWORK**

WHEREAS, in accordance with Section 772.309 of the Texas Health and Safety Code, the Executive Director of the Kerr Emergency 9-1-1 Network has prepared and presented to the City Council a budget for the Network's fiscal year commencing January 1, 2015; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to approve said budget;

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

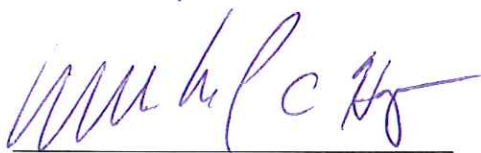
The City Council of the City of Kerrville, Texas, approves the 2015 Fiscal Year Budget for the Kerr Emergency 9-1-1 Network as presented and set forth in **Exhibit A**.

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

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Brenda G. Craig, City Secretary



Subject: Proposed 2015 Budget

Aug 11, 2014

1. 100 Revenue. Estimated Net Income: \$403,500.00 based on an overall increase of 1.13% from 2014's income. The change in revenue can be attributed to very slight increases in wireless, VoIP and interest income.
2. 200 Payroll. Payroll expenses include a 3.3% salary increase for current staff members, the addition of a GIS/address coordinator staff position (partial year), and a 9.9% increase in health care insurance costs. Payroll overhead includes staff salaries, payroll taxes, retirement account contributions, employee life insurance and Texas Workforce Commission unemployment insurance costs.
3. 300 Operations (PSAP/Call Centers). This expense category includes all operation and maintenance expenses for the Public Safety Answering Point (911 backroom computer / telephony equipment / software) and the two call centers (KPD & KCSO). Our expenses will decrease \$24,125.00 or 21.02% due to the end of mandatory "Phase I" location contracts and other efficiencies. This reduction in "operations" spending in no way effects current or future functionality of the 911 system.
4. 400 Direct Services. Direct Services will see a \$540.00 annual increase or 1.09%. Direct services includes office supplies, office equipment repair/replacement, district liability insurance, staff professional training, office space lease, attorney, CPA and auditor expenses and banking fees.
5. 500 Miscellaneous. Misc expenses are projected to increase by \$3,913.00 or 11.31% in 2015. Misc expenses include GIS costs, dues and subscriptions, public education / advertising, Texas 911 Alliance meetings and NENA/APCO conferences.
6. 600: Discretionary Communications: Discretionary communications will increase \$7,310.00 or 68.38% in 2015. This increase includes a large donation to the area volunteer fire departments to assist in their technology conversion off of pager-based technologies expected to be phased out in early 2015.
7. 700: PSAP Equipment Replacement: This category has been increased by \$10,000.00 or 50% to rebuild the PSAP capital replacement fund. Kerr 9-1-1 will be upgrading the PSAP and call centers in the second quarter of 2015.

Capital Considerations: The capital cash accounts will have a balance in excess of \$730,000.00 at the end of 2014 from nominal interest and scheduled PSAP Equipment Replacement transfers. We expect our 2015 PSAP/Call Center upgrade project to cost \$350,000.00 in the second quarter of 2015. We expect our end-of-2015 capital balance to be in the neighborhood of \$410,000.00. This final figure includes all capital expenses and revenue of \$31,800.00. The primary source of revenue is from "planned" operating funds transfers and 9-1-1 sign sales cost-recovery.

9-1-1 Emergency Service Fee: The Texas Health and Safety Code – Chapter 772.314 (d): *The board shall set the amount of the fee each year as part of the annual budget.*

In 2014, Kerr 9-1-1's Board of Manager's approved a "standardization" of tax rates across all classes-of-service. The tax rate was set at 0.50 for residential, business, trunk, VoIP, and wireless classes-of-service. These rates will NOT change in 2015.

Vision for 2015:

1. PSAP and Call Center Upgrade.
2. Retirement for Executive Director and the hiring of a GIS/Address Coordinator.
3. Continued 9-1-1 sign sales.
4. Enhanced 9-1-1 public education.

Conclusions & Recommendations:

1. The 2015 proposal is balanced budget.
2. This budget more than adequately addresses the expected operating needs of our district in providing state-of-the-art 9-1-1 workstations/software and continue our efforts to enhance Geographic Information Systems (GIS).
3. Our district's vision and public-funds stewardship is based firmly in the state and local government codes, guided by conservative spending and liberal savings policies.
4. Approve budget as proposed.

Respectfully submitted by,

Bill Amerine
Executive Director, Kerr Emergency 9-1-1 Network

Kerr Emergency 911 Network
2015 Opr. Budget - Proposed

		2014 Approved	2015 Proposed	Delta	% Change
100 - Revenue					
	101 - Local 911 Service	139,000.00	134,000.00	-5,000.00	-3.60%
	105 - Wireless Emergency Income	244,000.00	250,000.00	6,000.00	2.46%
	110 - VoIP Service Fees	14,500.00	17,000.00	2,500.00	17.24%
	120 - Interest Income	1,600.00	2,500.00	1,000.00	66.67%
Total 100 - Revenue		399,000.00	403,500.00	4,500.00	1.13%
200 - Payroll Expense					
	210 - Salary	114,000.00	120,000.00	6,000.00	5.26%
	212 - Payroll Taxes	8,720.00	9,100.00	380.00	4.36%
	213 - Medical Insurance Expense	36,000.00	36,000.00	0.00	0.00%
	214 - TCDRS Expense Company	6,635.00	7,000.00	365.00	5.50%
	215 - TCDRS OTLI	365.00	450.00	85.00	23.29%
	225 - Texas Workforce Commission	148.00	140.00	-8.00	-5.41%
Total 200 - Payroll Expense		165,868.00	172,690.00	6,822.00	4.11%
300 - Operations (PSAP)					
	310 - PSAP Floor Space Lease	6,000.00	6,000.00	0.00	0.00%
	315 - 911 Call Taker Training	10,000.00	8,000.00	-2,000.00	-20.00%
	320 - Wireless Phase I Contracts	34,000.00	16,500.00	-17,500.00	-51.47%
	321 - AT&T Wireless Tariff	1,805.00	1,805.00	0.00	0.00%
	330 - Intrado Service Charge	20,000.00	19,000.00	-2,000.00	-10.00%
	335 - ALI MPLS	7,100.00	4,075.00	-3,025.00	-42.61%
	336 - ALI AT&T DATA COMM	0.00	500.00	500.00	#DIV/0!
	337 - AT&T SR Fees	4,500.00	4,800.00	0.00	0.00%
	350 - PSAP Trunk Charges	18,000.00	18,000.00	0.00	0.00%
	355 - Language Line	500.00	500.00	0.00	0.00%
	357 - PSAP Fiber ADMIN/KPD/KCSO	2,100.00	2,000.00	-100.00	-4.76%
	365 - Wireless Redundancy MRC	750.00	750.00	0.00	0.00%
	370 - PSAP Repairs & Maintenance	10,000.00	10,000.00	0.00	0.00%
Total 300 - Operations (PSAP)		114,755.00	90,630.00	-24,125.00	-21.02%
400 - Direct Services					
	410 - Office Supplies	3,000.00	3,000.00	0.00	0.00%
	412 - Office Equipment & Repairs	2,000.00	2,000.00	0.00	0.00%
	420 - Liability Insurance	2,750.00	2,750.00	0.00	0.00%
	430 - Professional Development	6,000.00	6,000.00	-1,000.00	-16.67%
	440 - Rent	24,000.00	25,500.00	1,500.00	6.25%
	450 - Professional Fees	15,000.00	15,000.00	0.00	0.00%
	460 - Postage & Delivery	250.00	330.00	80.00	32.00%
	490 - Bank Service Charges	100.00	100.00	0.00	0.00%
Total 400 - Direct Services		53,100.00	55,680.00	580.00	1.09%
500 - Miscellaneous					
	502 - Pictometry Annual Payment	7,842.00	8,000.00	58.00	0.73%
	510 - Awards & Honorariums	500.00	500.00	0.00	0.00%
	520 - Dues & Subscriptions	1,000.00	1,000.00	0.00	0.00%
	530 - Public Education & Advertising	5,000.00	5,000.00	0.00	0.00%
	550 - Telecommunications	9,000.00	9,000.00	0.00	0.00%
	560 - Sundry	2,000.00	2,000.00	0.00	0.00%
	570 - Texas 911 Alliance Meetings	5,000.00	8,000.00	3,000.00	60.00%
	575 - Nena/APCO Conferences	4,145.00	6,000.00	855.00	20.63%
Total 500 - Miscellaneous		34,587.00	38,500.00	3,913.00	11.31%

Kerr Emergency 911 Network
2015 Opr. Budget - Proposed

600 - Discretionary Communications	610 - VFD Pager Service	1,690.00	9,000.00	7,110.00	376.19%
	620 - Kerr County VFD Radio Tower Service Donation	8,800.00	9,000.00	200.00	2.27%
Total 600 - Discretionary Communications		10,690.00	18,000.00	7,310.00	68.38%
700 - PSAP Equipment Replacement Account	710 - Operating to Capital Fund Transfer	20,000.00	30,000.00	10,000.00	50.00%
Total 700 - PSAP Equipment Replacement Account		20,000.00	30,000.00	10,000.00	50.00%
Annual Budget Totals		399,000.00	403,500.00	4,500.00	1.13%
				0.00	#DIV/0!
				0.00	#DIV/0!
Net Income		399,000.00	403,500.00	4,500.00	1.13%
Projected Budget Surplus/Deficit		0.00	0.00	0.00	#DIV/0!

Agenda Item:

3E. Rejection of bid for construction of the concrete improvements in Louise Hays Park and Lehmann and Monroe Park. (staff)

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

SUBJECT: Consideration of the submitted bids for construction of the concrete improvements to Louise Hays Park and Lehmann-Monroe Park.

FOR AGENDA OF: August 26, 2014

DATE SUBMITTED: August 7, 2014

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

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Bid Tab

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$ N/A	\$ 2,233,109.86	\$ 225,000.00	B04

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Bids for the Louise Hays Park Improvements project were opened August 5, 2014. Zimmerman Construction submitted the sole bid in the amount of \$565,569.46. This bid exceeded the City's anticipated budget for construction by approximately double. Staff recommends that all bids be rejected in order for Staff and the design consultant to re-scope this portion of the project improvements.

RECOMMENDED ACTION

Staff recommends that Council reject all submitted contractor bids for construction of concrete improvements for the Louise Hays Park and Lehmann-Monroe 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.

8-5-2014

Contractor

Security Bond

Base Bid

Zimmerman Construction Inc.



\$ 565,569.46

Agenda Item:

3F. First amendment to project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas for improvements to Cailloux Theater for the Performing Arts (lighting). (staff)

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

SUBJECT: Amendment to the funding agreement between the City of Kerrville and the City of Kerrville, Texas Economic Improvement Corporation for lighting improvements at the Cailloux Theater

FOR AGENDA OF: August 26, 2014 **DATE SUBMITTED:** August 18, 2014

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

EXHIBITS: Funding Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure	Current Balance	Amount	Account	Project
Required:	in Account:	Budgeted:	Number:	Number:
\$150,000	\$195,843	\$200,652	75-800-202	E62
		\$150,000	75-13012	

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

At its meeting of July 28, 2014, the Economic Improvement Corporation directed staff to amend the funding agreement for the lighting improvement project at the Cailloux Theater. The amendments include removing the exterior lighting project from this agreement and subsequently decreasing the funding amount from \$200,652 to \$150,000 to complete the interior lighting. Phase I of this project was the dimmer rack replacement and has been completed.

City Council awarded a contract to Texas Scenic Company on August 12, 2014 to complete the second phase of the project. Phase II consists of removal and replacement of all incandescent down lights and relamping the lobby with L.E.D. lamps.

Phase III (exterior lighting) is still being explored for the best solution and will be presented to the EIC at a later time.

Attached is the amended funding agreement with the aforementioned terms.

RECOMMENDED ACTION

City staff recommends approval of this amended funding agreement as presented.

**FIRST AMENDMENT TO PROJECT FUNDING AGREEMENT
BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC
IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE,
TEXAS FOR IMPROVEMENTS TO CAILLOUX THEATER FOR THE
PERFORMING ARTS (LIGHTING)**

THIS FIRST AMENDMENT TO PROJECT FUNDING AGREEMENT is entered into this ____ day of _____, 2014, by and between the City of Kerrville, Texas Economic Improvement Corporation ("EIC"), a Texas non-profit corporation established by City pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (otherwise known as the Development Corporation Act of 1979 and hereafter called "the Act") and the City of Kerrville, Texas ("City"), a Texas home-rule municipality.

WITNESSETH:

WHEREAS, on August 13, 2013, the EIC and City entered into an agreement titled *Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation, and the City of Kerrville, Texas for Improvements to Cailloux Theater for the Performing Arts (Lighting)* (hereafter "the Funding Agreement") in which the EIC agreed to provide to City an amount up to and not to exceed \$200,652.00 in EIC's sales tax revenues to be used to pay for lighting improvements at the Theater (the "Project"), as specifically defined in the Funding Agreement; and

WHEREAS, based upon an increase in a portion of the estimated costs and a resulting change to remove the exterior lighting improvements as part of the Project, City and EIC have agreed to amend the Funding Agreement as provided herein; and

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

1. Section 1 of the Funding Agreement is amended by revising the project summary as specified in **Exhibit A** attached hereto and included herein for all purposes.
2. Section 2 of the Funding Agreement is hereby amended by reducing the funding amount from \$200,652.00 to \$150,000.00.
3. Except as amended by this First Amendment, the provisions of the Funding Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in the year and as of the date indicated.

(signatures begin on following page)

CITY OF KERRVILLE, TEXAS

By: _____
Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

**CITY OF KERRVILLE, TEXAS ECONOMIC
IMPROVEMENT CORPORATION**

By: _____
David Wampler, President

ATTEST:

Polly Rickert, Secretary for the EIC

Agenda Item:

3G. Funding and license agreement between the Floyd A. and Kathleen C. Cailloux Foundation, Inc. and the City of Kerrville, Texas to allow the City to install, use, and maintain a camera security system for video surveillance in the public areas in and around city hall, its parking garage, and Peterson Plaza.
(staff)

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

SUBJECT: Authorize the City Manager to enter into a license agreement with the Cailloux Foundation for security cameras in and around Peterson Plaza and Parking Garage

FOR AGENDA OF: August 26, 2014 **DATE SUBMITTED:** August 18, 2014

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

EXHIBITS: License Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The City of Kerrville and the Cailloux Foundation would like to jointly fund a camera security system for the exterior of City Hall, Peterson Plaza, and the parking garage / crosswalk. Peterson Plaza is owned by the Cailloux Foundation. If approved, the City would manage the project, own the system and incur the annual maintenance cost of \$3,248. The total project cost is \$62,859 in which the City would pay the upfront cost. The Cailloux Foundation would reimburse the City in the amount of \$47,969 for their portion which includes half of the parking garage and the plaza. The City's portion of \$14,890 includes half of the parking garage and coverage of the entrances / exits at the City Hall building.

Attached is the license agreement that has been negotiated between both parties.

RECOMMENDED ACTION

City staff recommends authorization for the City Manager to execute a license agreement with the Cailloux Foundation for security cameras in and around Peterson Plaza and Parking Garage.

DRAFT 8/22/14

FUNDING AND LICENSE AGREEMENT
(Security Cameras)

This Funding and License Agreement (the "Agreement") is entered into on this _____ day of _____, 2014 ("Effective Date"), by the **CITY OF KERRVILLE, TEXAS** ("City"), a Texas home-rule municipal corporation, and the **FLOYD A. AND KATHLEEN C. CAILLOUX FOUNDATION DBA THE CAILLOUX FOUNDATION, INC.** a Texas non-profit corporation ("Foundation"), each party acting by and through their duly authorized officers and officials.

RECITALS

WHEREAS, City wants to install, use, and maintain a camera security system ("System") for video surveillance and the purpose of filming and recording images in the public areas in and around City Hall and its parking garage as well as Peterson Plaza; and

WHEREAS, Foundation has agreed to allow the City to install, use, and maintain the System in and around Peterson Plaza, property that it owns that is adjacent to City Hall; and

WHEREAS, Foundation has also agreed to post signage notifying the public that video surveillance cameras present; and

WHEREAS, Foundation has also agreed to reimburse the City for a portion of the costs of the System;

NOW THEREFORE:

ARTICLE I
Funding for Purchase

Section 1.01 Funding for Purchase. City will purchase and thereafter install the System at an estimated total cost of \$62,859.00. Foundation shall reimburse City for City's payment of such costs in an amount not to exceed \$47,969.00. Prior to any payment from the Foundation, City must first submit written evidence of its costs, such as invoices, receipts, and bills of sale for review and approval by Foundation. Following each submission and verification thereof, which may include on-site inspections to confirm purchase and installation, Foundation shall reimburse City for the cost. City will own the System and will incur all costs for any maintenance.

ARTICLE II
License

Section 2.01. License. In consideration of the mutual covenants of this Agreement, and other good and valuable consideration, the Foundation grants a license to City to install, use, and maintain the System for video surveillance and the purpose of filming and recording images in the public areas of Peterson Plaza, property owned by the Foundation. In addition, Foundation grants City a license to post signage in a conspicuous manner and at appropriate locations notifying the public that video surveillance cameras are in operation. This property is referred to as the "Licensed Premises" or "Premises." Following installation, the System will normally be

unmanned except for routine maintenance by City or its agents. This Agreement does not grant the City the authority to use any area outside of the Licensed Premises. The parties acknowledge that the installation, use, and maintenance of the System is for a public purpose and will benefit both parties. Foundation acknowledges and agrees that the System, while initially only including security cameras and ancillary equipment, may in the future include other types of equipment for monitoring and security purposes. Foundation will not have automatic access to the System's recordings and will need to comply with state law and City policy with respect to possible access and use.

Section 2.02. License Agreement. The intent of this Agreement is to grant a license to the City to utilize the Premises solely for the installation, use, and maintenance of the System. This Agreement shall not be construed, in any way, manner or form, as a lease of the Premises or as conveying to the City any interest in the real property comprising the Premises. The City acknowledges that this Agreement is in the nature of a privilege to use the Premises, and, therefore, is revocable by the Foundation at any time, but subject to the termination provisions as provided below; Foundation does not purport to convey any real property interest over, under, or upon the Premises. Foundation reserves the right to enter upon the Premises at any time for asserting its superior real property interests, for inspection, or for emergency purposes.

Section 2.03. Term. The term of this Agreement is five (5) years, effective as of August 27, 2014, through August 26, 2019. At the end of the term, this Agreement automatically renews for additional five-year terms, unless terminated as provided for below.

Section 2.04. Termination of Agreement. After the initial one-year term of this Agreement, either party may terminate this Agreement at any time, provided that it first provides the nonterminating party written notice of its intention to terminate no less than 180 days prior to the termination date.

Section 2.05. Removal of System. Where the Agreement is terminated as provided within this Article II, Foundation shall be responsible for all costs with respect to the removal of the System from the Licensed Premises. However, Foundation may convert the System for its own use, and to that end, City shall take all reasonable action(s) to help Foundation with this conversion and transfer of ownership, but not to include reconnection.

ARTICLE III CITY'S OBLIGATIONS

Section 3.01. Installation of System. City shall, at its cost, be solely responsible for the installation of the System, subject to the terms of this Agreement. In this regard, City shall enter into all contracts necessary to fully complete the installation of the System and shall thereafter in all respects monitor, control, own, and maintain the System and its recordings. All title to the System, whether or not the equipment constitutes a fixture under the Texas Property Code, will remain the property of the City, unless the City transfers the equipment to another party or grantee.

Section 3.02. *Costs.* City, at its sole cost and expense, shall acquire and pay for all labor, materials, equipment, tools, construction equipment, and machinery and other services necessary for the proper installation of the System in a first-class good and workmanlike manner, using the highest degree of skill and attention.

Section 3.03. *Payment of Costs.* City shall promptly pay all valid bills and charges for material or labor relating to installation of the System, and shall keep the Premises free from claims of liens for labor or material. City shall pay its debts as they mature and shall remain financially solvent and financially able to complete the installation of the System as required by this Agreement. City covenants that it shall not bind, nor shall City's Agents bind, or attempt to bind, Foundation for payment of any money in connection with any of City's work in, on or about the Premises, whether authorized or unauthorized hereunder.

Section 3.04. *Exclusive Control.* All work is and will be City's private undertaking. City shall have full power over, and exclusive control of the work, subject only to the limitations and obligations of this Agreement and state and federal statutes and regulations.

Section 3.05. *Premises Review and Acknowledgement.* City warrants and represents to the Foundation that it has examined all aspects of the Premises and familiarized itself with the conditions under which the work is to be performed. City acknowledges that the Premises may have public utilities, which may include underground gas facilities and overhead and underground electrical wires. City shall take all necessary and proper precautions to prevent injury to persons and damage to such utilities and shall properly locate and account for the utilities prior to commencing work on the Premises.

Section 3.06. *Maintenance and Control of Premises.* City shall on a daily basis maintain the Premises in a safe and clean condition, and shall regularly remove trash, debris, and surplus materials occasioned by the work. City shall enforce strict discipline and good order among City's Agents while on the Premises, and shall not employ the services of any unfit person or anyone not skilled in the task assigned to him.

Section 3.07. *Responsibility for Damage.* The Foundation assumes no liability and no expense by reason of its grant of this license or its exercise by City. City is solely responsible for any injury or damage sustained by any persons or property resulting from any act or default of City or City's Agents.

Section 3.08. *Other Agreements.* Where City or its contractor enters into any agreement, whether written or otherwise, with respect to the performance under this Agreement, City and the contractor shall incorporate this Agreement into their contractual agreement and shall provide a copy of this Agreement to any such third parties and the third parties shall acknowledge receiving this Agreement in writing.

Section 3.09. *Contractors and Subcontractors.* CITY SHALL REQUIRE CITY'S AGENTS TO FULLY INDEMNIFY AND HOLD HARMLESS THE FOUNDATION AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS OR ACTIONS ASSERTED BY ANY PERSON, FIRM, OR

CORPORATION ON ACCOUNT OF LABOR, MATERIAL, OR SERVICES FURNISHED TO CITY OR TO CITY'S AGENTS DURING CITY'S PERFORMANCE UNDER THIS AGREEMENT AND AGAINST ANY CLAIM FOR INJURY OR DEATH TO PERSONS OR DAMAGE TO ANY PROPERTY CAUSED BY THE CONTRACTOR OR ITS SUBCONTRACTORS, EMPLOYEES, OR AGENTS WHICH OCCUR DURING CITY'S PERFORMANCE UNDER THIS AGREEMENT.

ARTICLE IV **Indemnity and Release**

Section 4.01. *Indemnity and Release.* TO THE EXTENT PROVIDED BY LAW, CITY SHALL INDEMNIFY, RELEASE, AND HOLD HARMLESS THE FOUNDATION, AND FOUNDATION'S OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, CITY'S PERFORMANCE UNDER THIS AGREEMENT, AND LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACT OR OMISSION OF CITY OR CITY'S AGENTS WHILE UNDER THE CONTROL AND SUPERVISION OF CITY. CITY FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE FOUNDATION AND/OR THE FOUNDATION'S OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS ON ACCOUNT OF ANY SUCH CLAIM, AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, ACCRUING TO, OR IMPOSED ON THE FOUNDATION, OR THE FOUNDATION'S RESPECTIVE OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS. IN ADDITION, CITY SHALL PAY TO FOUNDATION, THE FOUNDATION'S OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING CITY'S INDEMNITY IN THIS SECTION. THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OF THIS AGREEMENT.

ARTICLE V **Insurance**

Section 5.01. *Insurance.* Without limiting Foundation's rights to indemnification, all contracts entered into between City and its contractor(s) for the purpose of performing work under this Agreement, shall require the contractor(s) or subcontractors to obtain and maintain continuously in effect at all times during the performance of the contract, at the contractor's or subcontractors' sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the Foundation and City:

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation covering all employees as required by Tx. Labor Code §406.096	Statutory, with waiver of subrogation in favor of Foundation.
2. Employers' Liability.	\$500,000 per category, with a waiver of subrogation in favor of Foundation.
3. Commercial General (Public) Liability - to include coverage for the following where the exposure exists.	For Bodily Injury and Property Damage: \$1,000,000 per Occurrence \$2,000,000 general aggregate or its equivalent in Umbrella or Excess Liability coverage.
(a) Premises/Operations	
(b) Independent Contractors	
(c) Products/Completed	
(d) Personal Injury Liability	
(e) Contractual Liability	
(f) Explosion, Collapse and Underground Property	
(g) Broad Form Property Damage	

Section 5.02. Alterations. City is hereby authorized to reasonably modify the requirements set forth above.

Section 5.03. Conditions of Insurance. City further agrees that, with respect to the above-required insurance, each insurance policy required by this Agreement shall contain the following clauses:

"It is agreed that any insurance or self-insurance provided by **LICENSEE** shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to:

City of Kerrville
ATTN.: Director of General Operations
City Hall, 701 Main Street
Kerrville, TX 78028
Fax: (830) 792-8350

Section 5.04. Foundation as Additional Insured. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, Employer's Liability and Professional Liability, shall contain the following clause:

“The Foundation, its officials, officers, employees, and agents are added as additional insureds with respect to the operations and activities, or on behalf of, the named insured performed under a License Agreement with the Foundation.”

Section 5.05. *Endorsements.* Prior to the commencement of any work on the Premises, City shall provide Foundation with endorsements to the above-required policies. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator’s company affiliation and title. Said notices shall be provided to the addresses specified in Section 7.03, below.

Section 5.06. *Remaining Liability.* Nothing herein contained shall be construed as limiting in any way the extent to which City may be held responsible for the payment of damages to persons or property resulting from City’s activities or the activities of City’s Agents.

Section 5.07. *City’s Agents.* Any and all agents, officers, directors, representatives, employees, consultants, subconsultants, contractors, subcontractors, sublicensees, assignees, invitees, volunteers, or service providers of City or any other party providing services on behalf of City while engaged in the performance of any work required by City related to the Premises shall be considered agents, officers, directors, representatives, employees, consultants, subconsultants, contractors, subcontractors, sublicensees, assignees, invitees, volunteers or service providers of City only, and not of Foundation unless otherwise required by law. Any and all claims that may result from any obligation for which City may be held liable under any Workers’ Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said agents, officers, directors, representatives, employees, consultants, subconsultants, contractors, subcontractors, sublicensees, assignees, invitees, volunteers, or service providers shall be the sole obligation and responsibility of City.

ARTICLE VI

Events of Default and Remedies

Section 6.01. *Default.* An Event of Default (herein so called) shall exist if any one or more of the following events shall occur:

- (a) Any representation or warranty made by City in this Agreement shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made;
- (b) City defaults, in any way, manner, or from, in the performance of any of the covenants, provisions, and/or terms of this Agreement.

Section 6.02. *Remedies Upon Event of Default.* If an Event of Default shall have occurred and be continuing, then the Foundation, at its option, may terminate this Agreement or require the immediate cessation of performance on the Premises.

ARTICLE VII

Miscellaneous

Section 7.01. *Relationship of Parties.* The relationship between the Foundation and City is at all times solely that of licensor and licensee, and shall not be deemed, in any event, a partnership or a joint venture.

Section 7.02. *Compliance with Applicable Law.* City shall comply with all applicable federal, state, and local rules, regulations, statutes, laws, and ordinances governing, in any way, manner, or form, the performance activities contemplated herein, and/or any other aspect of the activities described in this Agreement, including, without limitation those regarding to access of the facilities by handicapped persons and the storage, display, and alteration of antiquities.

Section 7.03. *Notices.* All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as:

If to the City:

City of Kerrville
ATTN: Director of General Operations
City Hall, 701 Main Street
Kerrville, TX 78028
Fax: (830) 792-8346

If to Foundation:

Cailloux Foundation
ATTN: Betty Vernon, Program Director
912 Guadalupe
Kerrville, TX 78028

with copy to:

City of Kerrville
ATTN.: City Manager
City Hall, 701 Main Street
Kerrville, TX 78028
Fax: (830) 792-3850

Section 7.04. *Texas Law/Venue.* This Agreement is to be construed under Texas law and all obligations of the parties created by this Agreement are performable in Kerr County, Texas. Venue for any action lies exclusively in Kerr County, Texas.

Section 7.05. *Partial Invalidity.* If any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, which shall be construed as if it had not included the invalid, illegal or unenforceable provision.

Section 7.06. *Agreements Superseded.* This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

Section 7.07. *Amendment.* No amendment, modification, or alteration of this Agreement is binding, unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

Section 7.08. *References to Days.* All references to days mean calendar days. If the date for performance of any obligation falls on a Saturday, Sunday, or City-recognized holiday, that obligation is performable on the next business day.

Section 7.09. *Assignment.* City may not assign this Agreement or any of City's rights under it without the Foundation's prior written consent, such consent not to be unreasonably withheld. Any attempted assignment in the absence of such consent is void.

Section 7.10. *Third-Party Beneficiaries.* There are no third-party beneficiaries of this Agreement.

Section 7.11. *Attorney's Fees.* If, as a result of either party's breaching this Agreement, the other party employs or uses an attorney or attorneys to enforce its rights under this Agreement, then the breaching party shall pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

Section 7.12. *Captions.* Section captions are for convenience only and shall in no way affect the interpretation of this Agreement.

Section 7.13. *Rule of Construction and Attorney Review.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement and each party has had the opportunity to have the Agreement by their own legal counsel.

Section 7.14. *Counterparts.* If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

(signatures begin on following page)

CITY OF KERRVILLE, TEXAS

**FLOYD A. AND KATHLEEN C.
CAILLOUX FOUNDATION**

By: _____
Todd Parton, City Manager

By: _____

print name & title

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Agenda Item:

(Staff)

3H. Resolution No. 25-2014, adopting the City of Kerrville Drought Contingency Plan and authorizing the City Manager to take all actions in conformance with law. (staff)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 25-2014**

**A RESOLUTION ADOPTING THE CITY OF KERRVILLE DROUGHT
CONTINGENCY PLAN AND AUTHORIZING THE CITY MANAGER TO
TAKE ALL ACTIONS IN CONFORMANCE WITH LAW**

WHEREAS, the City Council is cognizant of the persistent drought conditions that have occurred and which currently exist in this area and is also aware that the water supply from the Guadalupe River as well as groundwater is limited; and

WHEREAS, Section 11.1272 of the Texas Water Code and the rules of the Texas Commission on Environmental Quality require the City to include specific quantified targets for water use reductions during periods of water shortages and drought in a Drought Contingency Plan; and

WHEREAS, City staff verify that the attached Drought Contingency Plan complies with the applicable rules of the Texas Commission on Environmental Quality; and

WHEREAS, adoption of the Drought Contingency Plan followed written notice to the public concerning the proposed plan and a subsequent public meeting at a time and location convenient to the public, which included a public hearing to allow public comment on the plan; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it in the public interest to adopt the Drought Contingency Plan as presented;

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

SECTION ONE. The City Council approves and adopts the City's Drought Contingency Plan, dated August 2014, which is attached hereto as **Exhibit A**.

SECTION TWO. The City Manager is authorized to execute any and all documents or take any action necessary to maintain the Drought Contingency Plan.

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

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

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

SUBJECT: Drought Contingency Plan

FOR AGENDA OF: 8/26/14

DATE SUBMITTED: 8/19/14

SUBMITTED BY: Stuart Barron *SB*
Director of Public Works

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Resolution Approving Drought Contingency Plan

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Texas Commission on Environmental Quality and Texas Water Development Board (TWDB) requires retail public water systems with more than 3,300 connections to update their drought contingency plan, every five years

The Drought Contingency Plan is a strategy or combination of strategies for responding to temporary and potentially recurring water supply shortages, and other supply emergencies. The primary tool used to conserve water in times of limited water supply is transitioning to various water conservation stages and limiting specific uses based on that conservation stage.

Appendix A of this Plan includes Ch. 110 of the City's Code of Ordinances, which establishes the City's regulations as to the use of water, particularly during drought conditions or water emergencies. The plan is on file in the City Secretary's office.

RECOMMENDED ACTION

Approve the Drought Contingency Plan Update, June 2014 as submitted.

Bryan W. Shaw, Ph.D., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P. E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 18, 2014

Mr. Scott Loveland
City of Kerrville
701 Main Street
Kerrville, TX 78028

**Re: Administrative Review
City of Kerrville's 2014 Drought Contingency Plan, Water Conservation
Plan, and Implementation Report**

Dear Mr. Loveland:

The Texas Commission on Environmental Quality (TCEQ) has completed its review of the above referenced drought contingency plan, water conservation plan, and implementation report. The plans and report, required by TCEQ rules in Title 30 Texas Administrative Code (TAC) Chapter 288, were received on June 27, 2014.

Title 30 TAC Chapter 288.30(1) states:

The holder of an existing permit, certified filing, or certificate of adjudication for the appropriation of surface water in the amount of 1,000 acre-feet a year or more for municipal, industrial and other non-irrigation uses shall develop, submit and implement a water conservation plan meeting the requirements of Subchapter A of this Chapter.

The TCEQ records indicate that the City of Kerrville holds a water right of 1,000 acre-feet a year or more for municipal uses.

Title 30 TAC Chapter 288.30(5)(A) states:

For retail public water systems providing water service to 3,300 or more connections shall submit a drought contingency plan meeting the requirements of Subchapter B of this chapter to the executive director.

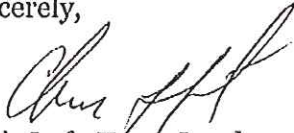
The TCEQ records indicate that the City of Kerrville provides service to 3,300 or more connections.

The submitted plan meets the minimum requirements for municipal water use as defined in the TCEQ Rules, Title 30 TAC Chapter 288, and the plan is declared administratively complete.

Please be advised that in accordance with Title 30 TAC Chapter 288, the next revision of water conservation plans, drought contingency plans and implementation reports shall be updated, adopted, and submitted to TCEQ no later than May 1, 2019. Additionally, any future revised water conservation and drought contingency plan shall be submitted to TCEQ within 90 days of adoption.

Should you have any questions, please contact Jennifer Allis at (512) 239-0027.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Loft", with a stylized flourish at the end.

Chris Loft, Team Leader
Resource Protection Team
Water Rights Permitting and Availability

Mail Code 160

Agenda Item:

(Staff)

3I. Resolution No. 26-2014, adopting the City of Kerrville Water Conservation Plan and authorizing the City Manager to take all actions in conformance with law. (staff)

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

SUBJECT: Water Conservation Plan Update

FOR AGENDA OF: 8/26/14

DATE SUBMITTED: 8/19/14

SUBMITTED BY: Stuart Barron *SB*
Director of Public Works

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Resolution Adopting the Water Conservation Plan

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Texas Commission on Environmental Quality and Texas Water Development Board (TWDB) requires retail public water systems with more than 3,300 connections to update their water conservation plan every five years

The *Water Conservation Plan* is a combination of strategies to assist in reducing the consumption of water, reducing the loss or waste of water, improving or maintaining the efficiency in the use of water, and increasing recycling and reuse of water.

The Plan contains best management practices intended to meet the five and ten year water saving targets and goals identified. The Plan is on file in the City Secretary's office.

RECOMMENDED ACTION

Approve the Water Conservation Plan, June 2014 as submitted.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 26-2014**

**A RESOLUTION ADOPTING THE CITY OF KERRVILLE WATER
CONSERVATION PLAN AND AUTHORIZING THE CITY MANAGER TO
TAKE ALL ACTIONS IN CONFORMANCE WITH LAW**

WHEREAS, Section 11.1271 of the Texas Water Code and the rules of the Texas Commission on Environmental Quality (TCEQ) at 30 Texas Administrative Code Chapter 288 require the City to include specific, quantified five-year and ten-year targets for water savings in a Water Conservation Plan; and

WHEREAS, this law requires the City to update its Water Conservation Plan every five (5) years to coincide with the regional water planning group; and

WHEREAS, the City recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the City also recognizes that due to natural limitations, drought conditions, system failures, and acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, City staff verify that the attached Water Conservation Plan complies with the applicable rules of the Texas Commission on Environmental Quality; and

WHEREAS, adoption of the Water Conservation Plan followed written notice to the public concerning the proposed plan and a subsequent public meeting at a time and location convenient to the public, which included a public hearing to allow public comment on the plan; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it in the public interest to adopt the Water Conservation Plan as presented;

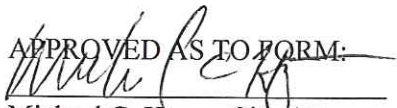
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. The City Council approves and adopts the City's Water Conservation Plan, dated August 2014, which is attached hereto as **Exhibit A**.

SECTION TWO. The City Manager is authorized to execute any and all documents or take any action necessary to maintain the Water Conservation Plan.

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

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

4A. Ordinance No. 2014-18 repealing Ordinance No. 2003-16 and creating a new "Planned Development District" for personal services I (beauty parlor/barber shop) on Lots 15 and 16, Block 16, Westland Place subdivision, City of Kerrville, Texas, and more commonly known as 401 W. Water Street; adopting a site plan for said Planned Development District; making said district subject to certain conditions and restrictions; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed two thousand dollars (\$2,000.00); and ordering publication. (staff)

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

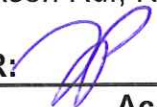
SUBJECT: Public Hearing and 1st Ordinance Reading: Planned Development District – Public hearing, consideration, action, and 1st ordinance reading concerning a Planned Development District for “Personal Services I (Beauty Parlor/Barber Shop) on Lots 15 & 16, Block 16, Westland Place Subdivision, located at 401 W. Water Street.

FOR AGENDA OF: August 26, 2014 **DATE SUBMITTED:** August 8, 2014

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

EXHIBITS: Location Map, Ordinance, Site Plan, and Photos

AGENDA MAILED TO: Stephanie Carson, 401 W. Water St., Kerrville, Texas 78028
Dan Kuykandall, 313 Jackson Rd., Kerrville, Texas 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO: N/A

REVIEWED BY THE DIRECTOR OF FINANCE: N/A

SUMMARY STATEMENT

The applicant was granted approval for a planned development district in 2003. The PDD granted the use of “Personal Services I” (Beauty Parlor/Barber Shop) and called for the property to be developed in accordance with the regulations governing the (RT) Residential Transition District. However, signage was limited to that for a “Home Occupation”.

The current PDD limits the signage to the following:

The only outdoor sign which may be installed is a nameplate sign located on the wall adjacent to the front entry door of the facility, with a sign face not to exceed two (2.0) square feet and which is not internally illuminated.

The applicant is seeking to repeal and replace the existing PDD in order to modify the signage regulations governing the property. All regulations governing the development of the property have been retained from the original PDD except for Section 3 (B) concerning signage. The new section governing signs would require that the location, size, type, and maximum area for each sign must be in accordance with the City’s sign regulations in existence at the time of permitting. Additional sign regulations found within the (RT) zoning

district shall also apply to the property and are as follows:

Sign Restrictions: Only the following signs shall be permitted:

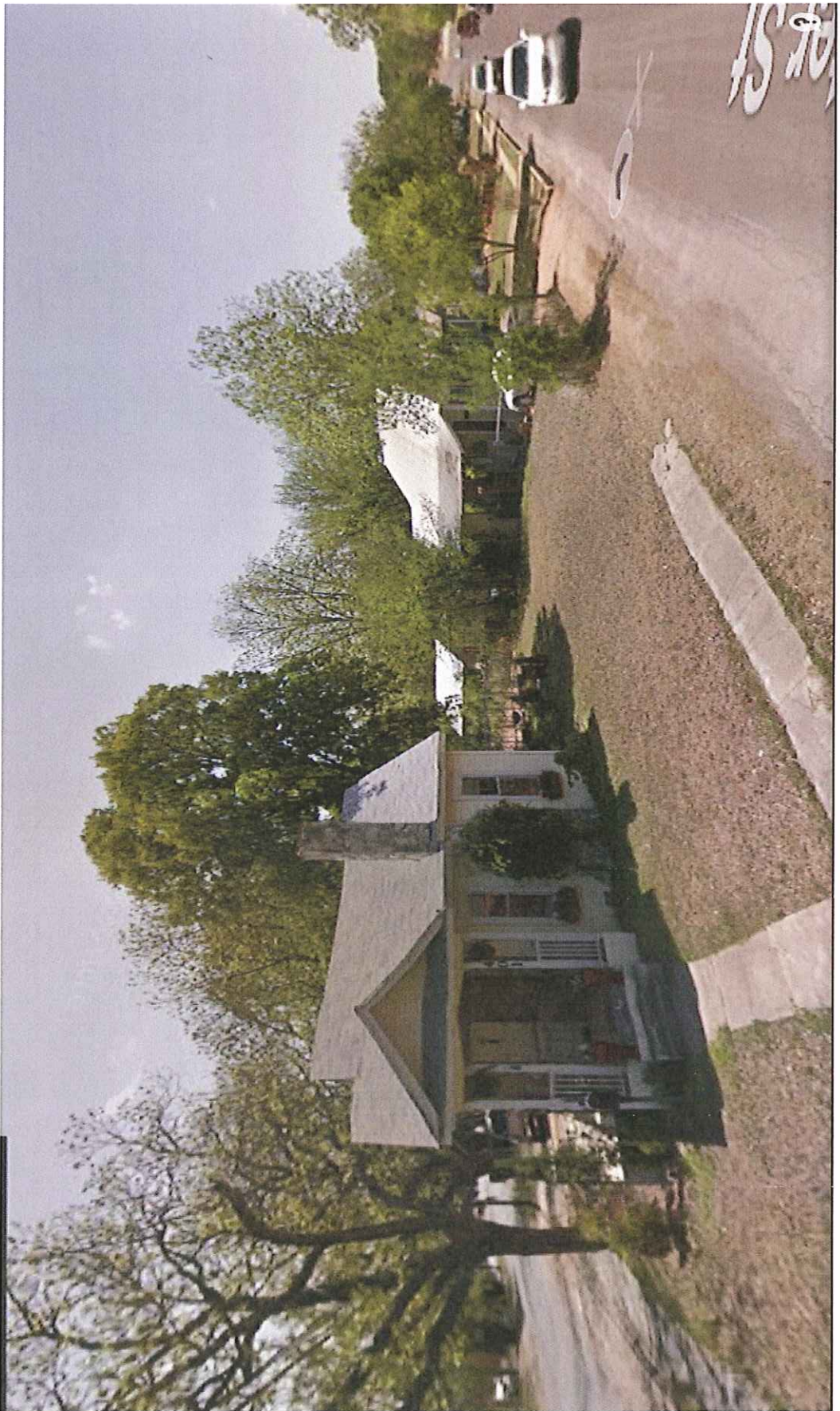
- a. One free standing sign which:
 1. has a sign area of not greater than twenty-four square feet;
 2. does not exceed six (6) feet in height above the ground; and
 3. is not internally illuminated; and
- b. One wall sign or projecting sign which:
 1. has a sign area not greater than twenty-four square feet; and
 2. is not internally illuminated.

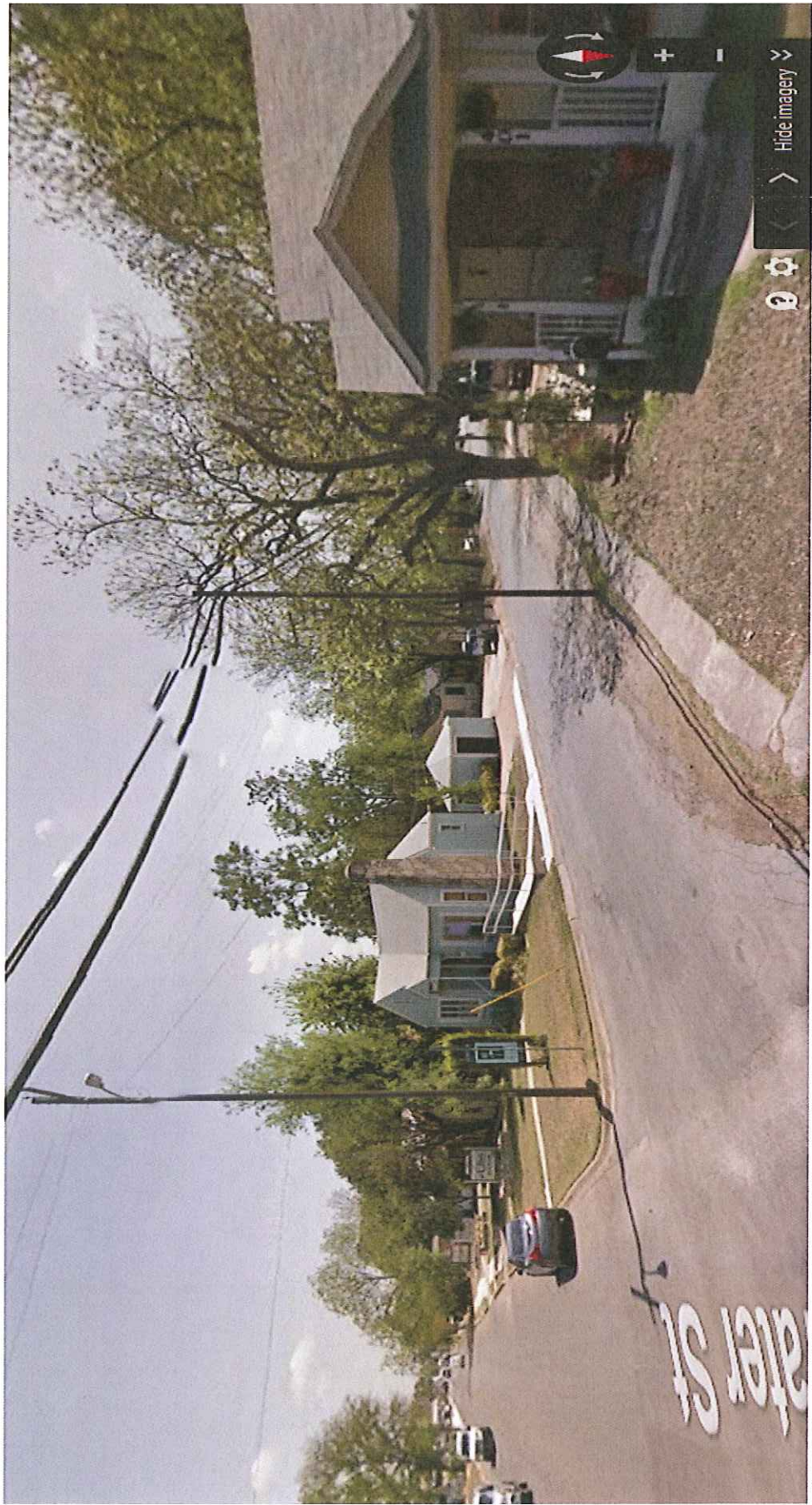
The Kerrville Planning & Zoning Commission recommended approval of the requested PDD, by a vote of 5-0, based on the following facts:

1. The property is located adjacent to an (RT) Zoning District, and this district is designed to permit small scale commercial uses adjacent to residential uses.
2. The PDD requires the property to be developed in accordance with the (RT) Zoning District regulations.
3. The property's use has been established since 2003 and signage for the property would be the same as adjacent commercial properties.
4. Two adjacent land owners stated their support for the proposed PDD and no official protests were received.

RECOMMENDED ACTION

1. Open the public hearing and receive comments.
2. Render a decision on the requested PDD as outlined in the attached ordinance on the first reading.







**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-18**

AN ORDINANCE REPEALING ORDINANCE NO. 2003-16 AND CREATING A NEW "PLANNED DEVELOPMENT DISTRICT" FOR PERSONAL SERVICES I (BEAUTY PARLOR/BARBER SHOP) ON LOTS 15 AND 16, BLOCK 16, WESTLAND PLACE SUBDIVISION, CITY OF KERRVILLE, TEXAS, AND MORE COMMONLY KNOWN AS 401 W. WATER STREET; ADOPTING A SITE PLAN FOR SAID PLANNED DEVELOPMENT DISTRICT; MAKING SAID DISTRICT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING A PENALTY OR FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, on August 12, 2003, City Council adopted Ordinance No. 2003-16, which created a Planned Development District for a tract of land generally located at the northwest corner of the intersection of W. Water Street and N. Lewis Street, and otherwise known as 401 W. Water Street (the "Property"), within the City of Kerrville; and

WHEREAS, Ordinance No. 2003-16 authorized the Property to be developed and used as a Planned Development District for Personal Services I (beauty parlor/barber shop); and

WHEREAS, the owner of the Property seeks to continue the use of the Property for Personal Services I, but wants the City's existing sign regulations (Sign Code) to apply to the Property; and

WHEREAS, City staff recommends that City Council repeal Ordinance No. 2003-16, hold a public hearing, and adopt an ordinance creating a new Planned Development District on the Property; and

WHEREAS, the City Planning and Zoning Commission and the City Council of the City of Kerrville, Texas, in compliance with the City Charter and the State law with reference to the creation of Planned Development Districts under Article 11-I-15 of the Zoning Code of the City of Kerrville, Texas, and amending the official zoning map adopted thereby, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings and affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the City Council finds that the health, safety, and general welfare will be best served by the creation of a Planned Development District for a Personal Services I (beauty parlor/barber shop) use, subject to the special conditions and restrictions set out hereinafter on the property described in Section Two, below;

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

SECTION ONE. Ordinance No. 2003-16 is repealed.

SECTION TWO. The Property, described below, is hereby removed from the "R-1A" Single Family Residential District and placed in a newly created "Planned Development District" for Personal Services I (beauty parlor and/or barber shop):

Being Lots 15 and 16, Block 16, Westland Place Subdivision, an addition to the City of Kerrville, Texas, the plat of which is filed of record at Volume 1, Page 26, Real Property Records of Kerr County, Texas

said "Planned Development District" for Personal Services I (beauty parlor and/or barber shop) being subject to the same use and development regulations of an "RT" Residential Transition District as well as the additional use and development regulations set forth in Section Two, below.

SECTION THREE. Should the Property continue to be used for Personal Services I, such use and services shall be solely limited to a beauty parlor and/or barber shop, as those terms are defined within the City's Zoning Code; in addition, the use is subject to the following additional conditions and regulations:

- A. Site Plan: The development of the Property must be in accordance with the Site Plan attached hereto at **Exhibit A** and incorporated herein by reference.
- B. Signage: The location, size, type, and maximum area for each sign must be in accordance with the City's sign regulations in existence at the time of permitting.
- C. Parking: On-site parking is limited to the rear of the property and may not be located closer than ten feet (10.0') from the property located at 405 West Water Street (Lot 14, Block 16, Westland Place Subdivision).
- D. Buffer: A landscaped buffer shall be maintained in a healthy growing condition between the parking area and 405 West Water Street.
- E. Expansion of Use: The use may not be expanded beyond that area indicated in the Site Plan. Thus, the building presently located on the property may not be expanded in any manner nor may any additional structure be built or moved onto the property.

SECTION FOUR. The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in

conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Chapter 1, Sec. 1-8, of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION SEVEN. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Clerk is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

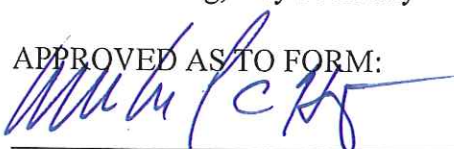
PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2014.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

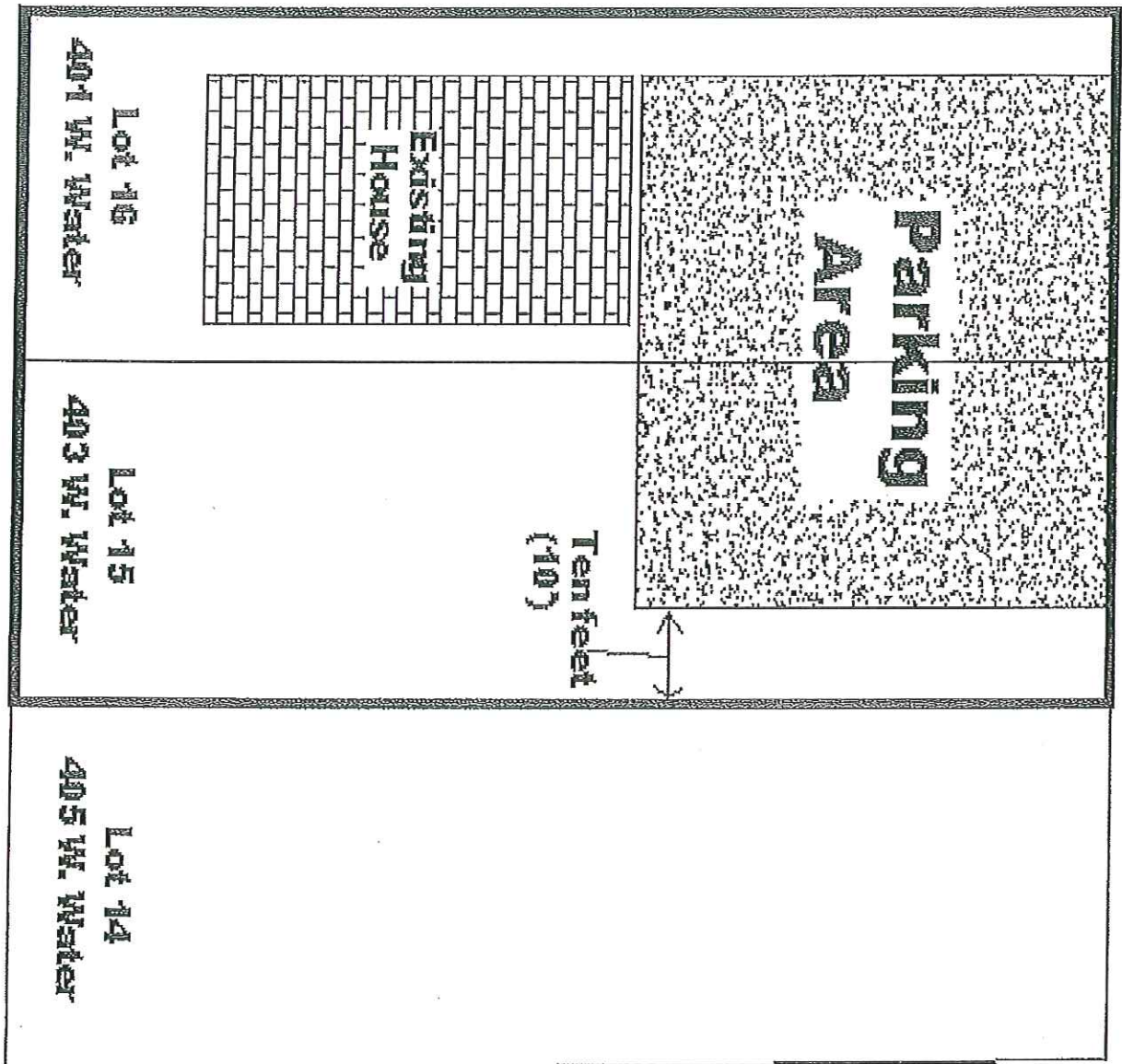


Michael C. Hayes, City Attorney

Exhibit A

Lewis Ave.

W. Water St.



P&Z Case #2014-027 Planned Development District 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 25 50 100 Feet

1 inch = 50 feet



Agenda Item:

4B. Ordinance No. 2014-19 amending the city's "Zoning Code" by amending Article 11-I-18 "Special Screening Regulations" to change some screening requirements applicable to properties with commercial uses located adjacent to properties with residential land uses; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (staff)

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

SUBJECT: Public Hearing and 1st Ordinance Reading: Zoning Code Text Amendment – Public hearing, consideration, and action concerning proposed amendments to “Type B Screening” found in Article 11-1-18 “Special Screening Regulations”, Section (e) of the City of Kerrville’s adopted Zoning Code.

FOR AGENDA OF: August 26, 2014 **DATE SUBMITTED:** August 8, 2014

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

EXHIBITS: Ordinance and Example Map

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO: N/A

REVIEWED BY THE DIRECTOR OF FINANCE: N/A

SUMMARY STATEMENT

This item is to amend the “Type B” Screening requirement found in Art. 11-1-18 of the current zoning code.

Type B screening consists of a 6’ tall privacy fence and a 50’ buffer area that prohibits the following:

1. Construction of buildings
2. Placement of storage areas and dumpsters
3. Location of Parking Spaces

The City of Kerrville’s adopted zoning code requires certain types of screening based on the land use and not based on the zoning district. Most communities’ screening requirements are based on the relationship between the subject area zoning district and the adjacent zoning district classifications.

Type B screening is required for any non-residential property located adjacent to a residential zone (the RT district is a residential zone) and for any commercial property with a category 6 or greater that is located in a commercial district but is adjacent to a residential land use.

The following land uses, located in a commercial district, would be required to install Type B screening if a single-family home was located adjacent to their property (even if no residential district is adjacent to the property):

1. Business Services I
 - a. bail bonding agencies;
 - b. bicycle repair shops;
 - c. cablevision, radio, and television stations;
 - d. camera repair shops;
 - e. commercial art, photography, art and graphics;
 - f. employment agencies;
 - g. gunsmith and locksmith shops;
 - h. job and vocational training centers
2. Business Services II
 - a. appliance sales or repair, used;
 - b. automotive towing services;
 - c. blue printing and photo copying services;
 - d. building cleaning services;
 - e. car washes;
 - f. commercial testing laboratories;
 - g. disinfecting and exterminating services;
 - h. laundry services;
 - i. funeral service and crematories;
 - j. newspapers;
 - k. photofinishing laboratories;
 - l. protective services, non-governmental;
 - m. refrigeration/air conditioning service and repair;
 - n. repossession services;
 - o. septic tank cleaning service;
 - p. sign painting and outdoor advertising services
3. Personal Services – II
 - a. guidance services;
 - b. kennels with a maximum boarding capacity of less than twelve (12) animals;
 - c. mini-storage;
 - d. residential care services;
 - e. self service Laundromats;
 - f. veterinary services
4. Retail Trade I
 - a. sales or rental of new or use merchandise, except used appliances;
 - b. beverage sales for off-premise consumption;
 - c. businesses primarily engaged in the sale, rental, or repair of used furniture;
 - d. businesses primarily engaged in the sale of storage buildings
5. Institutional and Public Assembly
6. Restaurants - General and Limited

The attached map shows an area on Memorial Hwy near Loop 534. This area is located in a commercial district with multiple single-family homes located in the commercial district. The Development Services Department has received many inquiries concerning properties located in this area that are available for purchase. Based on the Type B screening requirements most individuals have only one option to develop, and that is seeking out variances. Due to the large number of properties affected by this regulation staff has begun the process of looking at amendments to the code in order to facilitate development of commercial areas without putting the burden on property owners to seek out such variances. While the example map focuses on the Memorial Hwy. and Loop 534 area, this issue is found in all commercial areas across the city.

As shown on the submitted map, commercial properties (highlighted in red) which are adjacent to residential properties (highlighted in green) would require a 50' buffer on all property lines adjacent to a residential land use. This buffer area (highlighted in orange) is required even when the residential use is fully located in a commercially zoned district. After application of the 50' buffer area the properties in question become virtually undevelopable for anything other than residential land uses. This restriction makes redevelopment difficult and hinders a landowner's ability to utilize the property to its highest and best use, even though those uses are permitted by right in the zoning district.

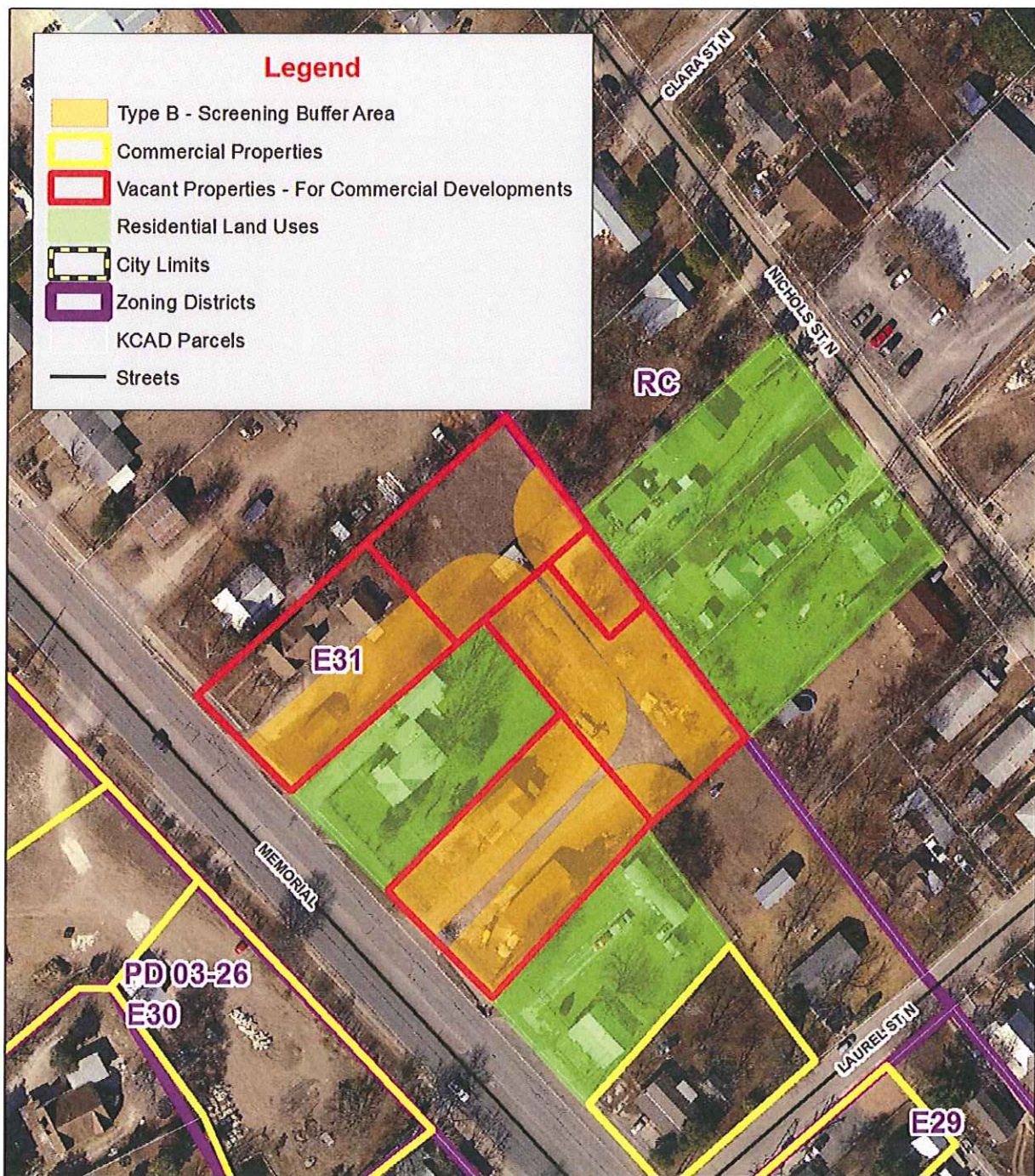
Although the 50' buffer area would be deleted, a commercial property would still have to adhere to standard setbacks, which range from 20'-30' for the front/rear setbacks and 5'-12.5' for side setbacks. In addition the required 6' privacy fence also required by for "Type B Screening" has been increased in size to a minimum of 8' in order to offset the loss of the buffer area.

Based on an analysis of the code and the effects "Type B Screening" has on commercial property the Planning & Zoning Commission recommended approval of the amendments for "Type B Screening" regulations by a vote of 5-1. No citizens spoke on the proposed amendments.

RECOMMENDED ACTION

1. Open the public hearing and receive comments.
2. Render a decision on the requested zoning code text amendment as outlined in the attached ordinance on the first reading.

Type B Screening - Memorial Hwy & Loop 534 Area



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
ORDINANCE NO. 2014-19**

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY AMENDING ARTICLE 11-I-18 "SPECIAL SCREENING REGULATIONS" TO CHANGE SOME SCREENING REQUIREMENTS APPLICABLE TO PROPERTIES WITH COMMERCIAL USES LOCATED ADJACENT TO PROPERTIES WITH RESIDENTIAL LAND USES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2000.00); AND ORDERING PUBLICATION

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing which was held before the City Council on August 21, 2014, which considered a recommendation from the City of Kerrville ("City") Zoning Ordinance Input Committee and a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in revisions to Articles 11-I-18 of the City's Zoning Code which will amend some of the regulations with respect to the screening requirements for properties with commercial uses located adjacent to properties with residential uses; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on August 21, 2014, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and the City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to revise Article 11-I-18 as provided herein;

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

SECTION ONE. Article 11-I-18 "Special Screening Regulations", subsection (e), of the City's Zoning Code is amended by adding the language that is underlined (added) and deleting the language that is stricken and bracketed (~~deleted~~) as follows:

"Art. 11-I-18 SPECIAL SCREENING REGULATIONS

:
:

(e) Type "B" Screening: Type "B" Screening shall consist of:

- (1) a screening fence built to the same specifications as required for Type "A" Screening with a minimum height of eight (8) feet; ~~and~~
- (2) ~~prohibition of construction of any building, parking area, or storage area within fifty feet (50') of the property line adjacent to the property the use of which is in a more restrictive use category.~~

SECTION TWO. The provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are expressly repealed to the extent of any such inconsistency or conflict.

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

SECTION FOUR. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-9, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION FIVE. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION SIX. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07b. of the City Charter.

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.

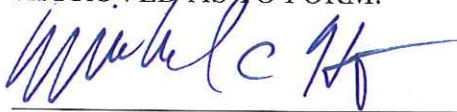
Jack Pratt, Jr., Mayor

(signatures continue on following page)

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

5A. Public hearing for the budget for fiscal year 2015. (staff)

Agenda Item:

5B. First public hearing to set the 2014 ad valorem tax rate. (staff)

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

SUBJECT: Public Hearing – Ad Valorem Tax Rate for Tax Year 2014/Fiscal Year 2015

FOR AGENDA OF: August 26, 2014

DATE SUBMITTED: August 15, 2014

SUBMITTED BY: Sandra Yarbrough
Director of Finance

 **CLEARANCES:** Todd Parton
City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

At the August 12, 2014 Council meeting, council voted to hold a public hearing to establish the proposed ad valorem tax rate ceiling for 2014 at \$0.5625/\$100 value. This rate exceeds the effective rate as calculated by the Tax Assessor-Collector of \$.0537419 by 4.23%. The City is required to hold two public hearings since the proposed tax rate exceeds the effective tax rate.

This is the first public hearing on the proposed tax rate of \$0.5625/\$100.

RECOMMENDED ACTION

Hold a public hearing on the tax rate as required and set second public hearing for September 9, 2014.

Agenda Item:

6A. Ordinance No. 2014-17 amending the budget for Fiscal Year 2014 by allocating revenue from the City's collection of Hotel Occupancy Tax for the cost of an advertising sign for use by the Convention and Visitors Bureau and allocating unanticipated revenue for the purchase of a street sweeper. (staff)

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

SUBJECT: Second reading of an ordinance amending the FY2014 Budget

FOR AGENDA OF: August 26, 2014 **DATE SUBMITTED:** August 19, 2014

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

EXHIBITS: Ordinance Amending FY2014 Budget
Attachment A – detailing changes

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The attached ordinance provides for the fourth amendment to the FY2014 budget, and includes budget amendments as per Attachment A.

RECOMMENDED ACTION

It is recommended that the City Council approve the second reading of an ordinance amending the FY2014 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-17**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2014
BY ALLOCATING REVENUE FROM THE CITY'S COLLECTION OF
HOTEL OCCUPANCY TAX FOR THE COST OF AN ADVERTISING
SIGN FOR USE BY THE CONVENTION AND VISITORS BUREAU AND
ALLOCATING UNANTICIPATED REVENUE FOR THE PURCHASE OF
A STREET SWEEPER**

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 funds for the cost of an advertising sign for use by the Convention and Visitors Bureau and the purchase of a street sweeper; 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.

August **PASSED AND APPROVED ON FIRST READING, this the 12th day of**
, A.D., 2014.

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

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes

Michael C. Hayes, City Attorney

Agenda Item:

7A. Ordinance No. 2014-20 Amending Chapter 94 "Taxation" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Article V, titled "Telecommunications Services Tax" and relating to taxation of telecommunications services, repealing the application of the exemption provided for in Section 321.210 of the Texas Tax Code; providing for notification to the Texas Comptroller; making this Ordinance cumulative; providing a severability clause; providing for an effective date; and providing other matters related to the subject.

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

SUBJECT: An Ordinance Amending Chapter 94 "Taxation" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Article V, titled "Telecommunications Services Tax" and relating to taxation of telecommunications services; repealing the application of the exemption provided for in Section 321.210 of the Texas Tax Code; providing for notification to the Texas Comptroller; making this Ordinance cumulative; providing a severability clause; providing for an effective date; and providing other matters related to the subject

FOR AGENDA OF: Aug. 26, 2014 **DATE SUBMITTED:** Aug. 21, 2014

SUBMITTED BY: Gary Stork,
Councilmember **CLEARANCES:**

EXHIBITS: Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

At present, telephone bills, known as "telecommunications services", are not subject to the City's sales tax. Thus, while the state applies its sales tax (6.25%), the City's tax (1.5%) is not currently applied.

While state law exempts telecommunications services from a city's taxes, state law authorizes a city to repeal this exemption. A city that repeals the exemption may tax only those telecommunications services taxable by the state and such services include cellular service.

Should City Council agree to repeal the current exemption, Council will need to adopt an ordinance on two readings. Where the ordinance is adopted on second reading, it will be sent to the Texas Comptroller. The Comptroller will then implement the tax and the City should begin to see this revenue after approximately 3 or 4 months.

Other Texas cities have repealed this exemption. However, based upon the way the Comptroller collects and remits sales tax, it is impossible to provide a reasonable estimate of the amount of increased revenue the City will receive should Council repeal the exemption.

RECOMMENDED ACTION

Consideration of the Ordinance and adoption upon 1st Reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-20**

AN ORDINANCE AMENDING CHAPTER 94 "TAXATION" OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY ADDING A NEW ARTICLE V, TITLED "TELECOMMUNICATIONS SERVICES TAX" AND RELATING TO TAXATION OF TELECOMMUNICATIONS SERVICES; REPEALING THE APPLICATION OF THE EXEMPTION PROVIDED FOR IN SECTION 321.210 OF THE TEXAS TAX CODE; PROVIDING FOR NOTIFICATION TO THE TEXAS COMPTROLLER; MAKING THIS ORDINANCE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, Section 321.210 of the Texas Tax Code exempts from municipal sales taxes sales within a municipality of telecommunications services unless the application of the exemption is repealed; and

WHEREAS, the Tax Code permits the governing body of a municipality, by ordinance adopted by a majority vote and in the manner required for the adoption of other ordinances, to repeal the application of the sales tax exemption for telecommunications services sold within the municipality; and

WHEREAS, City Council finds that a repeal of the telecommunications sales tax exemption as described by Section 321.210 of the Tax Code is in the public interest;

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

SECTION ONE. Chapter 94 "Taxation" of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Article V titled "Telecommunication Services Tax" as follows:

"Article V. Telecommunications Services Tax

Sec. 94-95. Telecommunication Services Tax.

- (a) *Authorization of Tax.* A tax is authorized pursuant to Section 321.203(g) (Consummation of Sale) of the Texas Tax Code on all telecommunications services sold within the City. For purposes of this section, the sale of telecommunications services is consummated at the location of the telephone or other telecommunications device from which the call or other communication originates. If the point of origin cannot be determined, the sale is consummated at the address to which the call or other communication is billed.
- (b) *Repeal of Exemption.* The application of the exemption provided for in Section 321.210 (Telecommunications Exception) of the Texas Tax Code is repealed by the City, effective on the date permitted by law.

- (c) *Rate of Tax.* The rate of tax imposed by this section is the same as the rate imposed by the City for all other local sales and use taxes as authorized by state law.”

SECTION TWO. The City Secretary shall forward a copy of this Ordinance along with copies of the minutes of City Council’s vote and discussion on the Ordinance to the state comptroller’s office by United States Registered or Certified Mail.

SECTION THREE. The City Secretary shall submit this amendment to the publisher of the City’s Code of Ordinances and the publisher is authorized to amend said Code to reflect the amendment adopted herein and to correct typographical errors and to index, format, and number and letter paragraphs to the existing Code, as appropriate.

SECTION FOUR. The provisions of this Ordinance are to be cumulative of all other Ordinances or parts of Ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior Ordinances or parts of Ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Kerrville, Texas, hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. This Ordinance shall take effect immediately upon its passage.

SECTION SEVEN. This Ordinance is to be liberally construed to achieve its remedial purposes.

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.

(signatures begin on following page)

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

8A. Resolution No. 21-2014 providing for the City's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2015 budget. (staff)

SUBJECT: Resolution providing for the city's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2015 budget.

SUBMITTED BY: Sandra Yarbrough
Director of Finance

CLEARANCES: Todd Parton
City Manager

AGENDA MAILED TO:

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

REVIEWED BY THE FINANCE DIRECTOR:

The Kerr Central Appraisal District has submitted its FY2015 Proposed Budget for approval by the Kerrville City Council. The FY2015 budget is \$942,202, which is \$39,690 or 4.40% more than FY2014. The increases included salaries and benefits, audit, utilities, facility maintenance, and software support. The City of Kerrville's estimated allocation for the FY2015 budget is \$130,184 which is \$6,385 more than FY2014's allocation of \$123,585.

The Director of Finance recommends Council take action to approve or disapprove the FY2015 Kerr Central Appraisal District budget no later than September 15, 2014.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 21-2014**

**A RESOLUTION PROVIDING FOR THE CITY'S APPROVAL OR
DISAPPROVAL OF THE KERR CENTRAL APPRAISAL DISTRICT'S
FISCAL YEAR 2015 BUDGET**

WHEREAS, the Kerr Central Appraisal District ("KCAD") submitted its proposed fiscal year 2015 budget to the City Council for consideration; and

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

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

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

The Kerr Central Appraisal District's proposed fiscal year 2015 budget, as set forth in Exhibit A, is _____ (APPROVED OR DISAPPROVED).

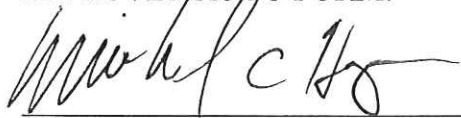
PASSED AND APPROVED ON this the ____ day of _____, A.D., 2014.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

2015 Proposed Budget
Kerr Central Appraisal District
P.O. Box 294387
1836 Junction Highway
Kerrville, TX 78029
(830) 895-5223

BOARD MEMBERS
Charles Lewis, Chairman
Mark Bigott, Vice Chair
Ray Orr, Secretary
Justin MacDonald
Jack Parks
Diane Bollin, CTAC

P. H. Coates, IV
Chief Appraiser

Sharon Constantinos
Deputy Chief

<u>Line</u>	<u>Item</u>	<u>2014</u>	<u>2015</u>	<u>\$ Diff</u>	<u>% Diff</u>	<u>% Total</u>
5006	Salaries	\$503,163	\$522,710	\$19,547	3.88%	55.5%
5010	Employer Portion of Ret	\$41,733	\$43,297	\$1,564	3.75%	4.6%
5012	Medicare Insurance	\$7,296	\$7,579	\$283	3.88%	0.8%
5015	Employee Medical Insur	\$93,662	\$102,585	\$8,923	9.53%	10.9%
5016	TX Employment Comm.	\$2,871	\$2,484	(\$387)	-13.48%	0.3%
5017	Disability Insurance	\$7,333	\$7,247	(\$86)	-1.17%	0.8%
5030	Appraisal Review Board	\$12,500	\$12,500	\$0	0.00%	1.3%
5034	Vehicle Replace. Res.	\$8,000	\$8,000	\$0	0.00%	0.8%
5035	Travel, Mileage & Maint.	\$18,000	\$18,000	\$0	0.00%	1.9%
5040	Annual Audit	\$5,950	\$6,200	\$250	4.20%	0.7%
5045	Mapping Expense	\$11,093	\$11,093	\$0	0.00%	1.2%
5060	Deed Copies	\$1,000	\$1,000	\$0	0.00%	0.1%
5070	Leased Equipment	\$6,051	\$6,051	\$0	0.00%	0.6%
5075	Telephone	\$3,000	\$3,000	\$0	0.00%	0.3%
5080	Utilities	\$9,000	\$9,250	\$250	2.78%	1.0%
5085	Facilities Maintenance	\$4,410	\$4,830	\$420	9.52%	0.5%
5090	Consultant - Appraisal	\$50,000	\$50,000	\$0	0.00%	5.3%
5100	Legal & Consultants	\$20,000	\$20,000	\$0	0.00%	2.1%
5102	Legal ARB	\$2,000	\$2,000	\$0	100.00%	0.2%
5105	Liab./Workers Comp	\$6,000	\$6,000	\$0	0.00%	0.6%
5110	Publishing/Publications	\$3,600	\$3,600	\$0	0.00%	0.4%
5120	Schools/Employee Ed.	\$6,650	\$6,650	\$0	0.00%	0.7%
5130	Postage	\$15,000	\$15,000	\$0	0.00%	1.6%
5135	Printing	\$5,000	\$5,000	\$0	0.00%	0.5%
5136	Professional Dues	\$2,285	\$2,320	\$35	1.53%	0.2%
5140	Office Supplies	\$7,000	\$7,000	\$0	0.00%	0.7%
5145	Furniture, Fixtures & Equip	\$7,000	\$7,000	\$0	0.00%	0.7%
5150	Board of Directors	\$3,200	\$3,200	\$0	0.00%	0.3%
5155	Equip. Maint & Reserve	\$1,500	\$1,500	\$0	0.00%	0.2%
5170	Building Reserve	\$7,000	\$7,000	\$0	0.00%	0.7%
5180	Software Support	\$31,195	\$40,006	\$8,811	28.24%	4.2%
5200	Banking Fees	\$120	\$200	\$80	66.67%	0.0%
TOTAL	TOTALS	\$902,512	\$942,202	\$39,690	4.40%	100.0%

5006 Salaries:

	<u>Positions</u>	<u>2014</u>	<u>COLA</u> <u>1.5%</u>	<u>COLA</u>	<u>Merit/Desig</u>	<u>2015</u> <u>Total</u>	<u>%</u> <u>Chan</u>
IV	Chief Appraiser	\$84,722	\$1,271	\$85,993	\$ -	\$85,993	1.50%
Sharon	Deputy Chief	\$59,470	\$892	\$60,362	\$ -	\$60,362	1.50%
Mike	Senior Appraiser	\$55,247	\$829	\$56,076	\$ -	\$56,076	1.50%
Jesse	Agr App RPA	\$40,075	\$601	\$40,676	\$ -	\$40,676	1.50%
Jason	Field App RPA	\$41,486	\$622	\$42,108	\$ -	\$42,108	1.50%
Kathy L	Com App RPA	\$36,950	\$554	\$37,504	\$ -	\$37,504	1.50%
Michael	Field App RPA	\$40,214	\$603	\$40,817	\$ -	\$40,817	1.50%
Collin	Field App II	\$29,751	\$446	\$30,197	\$ -	\$30,197	1.50%
D.J.	Abstractor	\$34,037	\$511	\$34,548	\$ -	\$34,548	1.50%
Rob	GIS Mng/App II	\$49,536	\$743	\$50,279	\$ -	\$50,279	1.50%
Kathy J	Exemp Spec	\$31,675	\$475	\$32,150	\$ -	\$32,150	1.50%
	Undesignated					\$12,000	
	TOTALS	\$503,163	\$7,547	\$510,710	\$12,000.00	\$522,710	3.88%

Total Benefits:

<u>Position</u>	<u>2015 Sal</u>	<u>Med Ins</u>	<u>Retire</u>	<u>Medicare</u>	<u>Unemp</u>	<u>Disabilit</u>	<u>Totals</u>
Chief Appraiser	\$85,993	\$9,326	\$6,879	\$1,246.90	\$226	\$659	\$104,330
Deputy Chief	\$60,362	\$9,326	\$4,829	\$875.25	\$226	\$659	\$76,277
Senior App	\$56,076	\$9,326	\$4,486	\$813.10	\$226	\$659	\$71,586
Agr. App RPA	\$40,676	\$9,326	\$3,254	\$589.80	\$226	\$659	\$54,730
Field Appr. RPA	\$42,108	\$9,326	\$3,369	\$610.57	\$226	\$659	\$56,298
Com Appr RPA	\$37,504	\$9,326	\$3,000	\$543.81	\$226	\$659	\$51,259
Field Appr. RPA	\$40,817	\$9,326	\$3,265	\$591.85	\$226	\$659	\$54,885
Field Appr. I	\$30,197	\$9,326	\$2,416	\$437.86	\$226	\$659	\$43,261
Abstractor	\$34,548	\$9,326	\$2,764	\$500.95	\$226	\$659	\$48,023
GIS Mng/App	\$50,279	\$9,326	\$4,022	\$729.05	\$226	\$659	\$65,241
Exemp Spec II	\$32,150	\$9,326	\$2,572	\$466.18	\$226	\$659	\$45,399
Undesignated	\$12,000		\$960	\$174.00			\$13,134
Totals	\$522,710	\$102,585	\$41,817	\$7,579	\$2,484	\$7,247	\$684,422

It is in the best interest of tax payers as well as the taxing entities for the district to retain well trained and educated employees. Hiring from other districts for appraisers with an RPA designation and employees with experience and training has heightened due to the Comptroller's MAPS Review. There is a 1.5% C.O.L.A. applied for 2015. There is a \$12,000 merit raise to be applied for 2015. Since the budget is prepared so early in the year to accommodate the taxing entities the allocation per employee is not done until later in the year when staff reviews are completed. It is vital that Kerr CAD remain competitive with other appraisal districts. There will be a total of 11 staff positions this year unchanged from last year.

The total salary line item for 2015 is \$522,710. We are required by the Methods Assistance Program administered by the State of Texas Property Tax Assistance Division to display each employee's salary and benefits as well as the total salary and benefits for each employee. The total for salaries plus benefits is \$684,422.

5010 - Employers Retirement: KCAD has an independent employee retirement plan through John Hancock. All employees are required to participate in this plan. The Kerr CAD Board of Directors has elected to fund 8% of the employee's salary for their retirement plan. Employees also match an 8% contribution from their salary. Details as shown below:

Total 2015 Salaries	\$	522,710
KCAD Matching Percentage	\$	X 0.08
KCAD Contribution	\$	41,817
Administration Fee	\$	1,480
TOTAL	\$	43,297

5012 - Employer Medicare: KCAD is responsible for the Medicare tax on each of the employee's wages. This rate is equal to 1.45 percent of the first \$125,000 paid to each employee per year. Details of this item are as follows:

Total 2015 Salaries	\$ 522,710
Medicare Rate	X 0.0145
TOTAL	\$ 7,579

5015 - Employee Medical Insurance: Kerr CAD provides health insurance to its employees through the Texas Association of Counties. The carrier for Texas Association of Counties is Blue Cross / Blue Shield. The Texas Association of Counties has informed us the premiums for 2015 will be \$102,585. Details of this estimated expenditure follow:

KCAD Contribution Per Month	\$ 777
Number of Employees	X 11
Total Monthly Contribution	\$ 8,549
Number of Months	X 12
TOTAL 2013 Estimate	\$102,585

5016 - Texas Employment Commission: KCAD is responsible for the payment of each employee's unemployment tax through the Texas Workforce Commission. This tax is a percentage of the first \$9,000 of

the employee's quarterly salary. These rates change annually and are based on the number of employees hired and fired during the previous year. This line item will be \$2,484.

5017 - Disability Insurance: The KCAD Board of Directors has elected to pay disability insurance in lieu of social security for KCAD employees. New employees will be under the same vesting requirements as other benefits. The line item for this year will be \$7,247.

5030 - Appraisal Review Board: KCAD is responsible for the Appraisal Review Board member's stipends. There are five members who serve on the ARB. This line item covers the ARB member's salary, travel, and training expenses and other expenses related to this board. The ARB is paid \$130 per full day and \$75 per half day. The line item for the ARB will remain at \$12,500.

5034 - Vehicle Replacement Reserve: The allocated amount for vehicle replacement will remain at \$8,000 for this year.

5035 - Travel and Mileage: The heaviest driving period for the CAD is the fall and winter months during our appraisal period. This line item also includes maintenance and tires. This item also includes other travel expense and also pertains to meals and hotel expense when employees are sent to school. This line item will remain at \$18,000.

5040 - Annual Audit: Section 6.063 of the Property Tax Code requires that the district have an annual audit by a Certified Public Accountant. The 2014 financial year audit will be conducted in 2015. The contract amount for the audit has increased to \$6,200.

5045 - Mapping Expense: In the past the district has cost shared with Kerr County 911 as well as The City of Kerrville and KPUB in acquiring a GIS mapping system called Pictometry. This system is a patented information system that combines aerial imaging with a state of the art software system allowing an appraiser to view and measure any structure, intersection, fire hydrant, tree or any feature in the county from a laptop or workstation. This technology has enabled the district to increase productivity, cut down on field trips and enhance appraisal of existing as well as the discovery of new taxable property. The investment in this system began in 2009 at a cost \$8,093 per annum for Kerr CAD's portion. New photos were flown in March of 2012. The line item for the flights will remain at \$8,093 for 2015 which added to the existing GIS system cost of \$3,000 will total \$11,093.

5060 - Deed Copies: In order to maintain correct property ownership, KCAD is required to purchase copies of real property deeds from the Kerr County Clerk. In 2008 the County Clerk began supplying the district with a CD format instead of paper. This resulted in a significant cost savings to the district. This item will remain at \$1,000 for this year.

5070 - Leased Equipment: The CAD leases a copy machine and a postage machine. This line item is \$6,051 for this year.

5075 - Telephone: This item includes basic telephone equipment lease and service, long distance service, and Internet subscription. This item will be \$3,000 for this year.

5080 - Utilities: The District's utility expense covers city water and electricity. Anticipated water and sewer costs are \$400 per year. Electricity costs are running approximately \$740 per month. The amount for this year has a slight increase due to increased electricity cost to \$9,250.

5085 - Facilities Maintenance: Facilities or building and grounds maintenance includes trash pickup, building cleaning, lawn care, and pest control. Due to fuel surcharges the trash pickup has an increase this year. The details of this maintenance are as follows:

<u>Expense</u>	<u>\$/Month</u>	<u>\$/Year</u>
Trash Pickup	\$215	\$2,580
Building Cleaning	\$150	\$1,800
Pest Control	\$25	\$ 300
Termite Inspection		\$ 150
TOTAL		\$4,830

5090 - Consultant - Appraisal: KCAD contracts out the appraisals on utilities, minerals, pipelines, and industrial properties to the industrial appraisal firm. Capitol Appraisal's contract cost is \$14,680 for 2015. Kerr CAD contracted with Eagle Appraisal and Consulting a professional appraisal firm to appraise the commercial properties in Kerr County. Commercial real estate sales information is very difficult to obtain statewide. Also commercial special use properties can be very intricate to appraise. The Comptroller's Methods Assistance Study is demanding more stringent methodology for market value and equity. Most of the lawsuits Kerr CAD is served with are commercial property suits. Limited commercial sales and rental information not only hinders an initial fair and equitable appraisal but also increases the related costs of lawsuits due to the necessity of hiring a professional appraisal firm to ensure the value is defensible in ARB Hearing as well as in litigation. Eagle Appraisal and Consulting will not only appraise the commercial property but would also defend property values in the appraisal review process as well as when litigation occurs with additional litigation expenditures. \$3,320 is included in the event of litigation against the CAD. Many appraisal districts are using contractors as a cost efficient method of ensuring their values are meeting the stringent requirements of the Comptroller's Property Value Study and the Methods Assistance Program Study. Contracting will be a valuable tool in helping ensure that all taxpayers are treated equitably. Kerr CAD entered into a two year contractual agreement with Eagle Appraisal and Consulting in 2014. The contract amount for 2015 is \$32,000. The total amount approved for this line item is \$50,000.

5100 - Consultant - Legal & Expert Witness: KCAD maintains a contract with the Law Office of Peter Low. The monthly retainer fee is \$150. The hourly fees are \$150 for litigation and \$100 for non-litigation fees such as travel. Other related expenses such as hotel room fees when needed are paid by the district. The line item for this year is \$20,000.

5102 - Legal ARB: Recent legislation has mandated Appraisal Review Boards retain separate legal counsel from Appraisal Districts. Historically the need for legal counsel for the Kerr Appraisal Review Board has been minimal. This line item is \$2,000.

5105 - Liability and Workers Compensation: This line item covers workers compensation, general liability, automotive liability, errors and omissions, and real and personal property insurance as well as liability related to our retirement program. The carrier for this insurance is the Texas Municipal League

Intergovernmental Risk Pool (TML). This line item will be \$6,000.

5110 - Publishing and Publications: This line item includes required newspaper advertisements, property asset listings, and appraisal guides. This line item has a total of \$3,600.

5120 - Schools and Employee Education: According to Section 5.04, of the Property Tax Code, an appraisal district shall reimburse an employee for all actual and necessary expenses, tuition, other fees and costs of materials incurred in attending, with the chief appraiser's approval, a course or training program conducted or by the Texas Department of Licensing and Regulation. This item is a total of \$6,550.

5130 - Postage: Kerr CAD uses an outside mailing firm to print and mail the required appraisal notices. This saves the district some postage and helps ensure a timely mailing of appraisal notices. The district is currently charged \$.70 for each address correction from the Post Office. Kerr CAD elected to mail notices only to property owners whose values changed last year or due to a change of ownership or per request by the taxpayer. Significant savings have occurred since this practice was initiated therefore this line item will be \$15,000.

5135 - Printing: This line item includes expenses such as printing of Notices of Appraised Value, Appraisal Rolls and envelopes. This item is estimated at \$5,000.

5136 - Dues: This line item is devoted to the registration of the district and employees with different state agencies and trade organizations. Registration with the Texas Department of Licensing and Regulation is a requirement by law. Affiliation with the Texas Association of Appraisal Districts allows KCAD to enroll in state classes for reduced tuition and keeps the district informed of changing rules and laws. Being a member of TAAD also requires us to be a member of the local Southwest Chapter. Membership in the International Association of Assessing Officers is now required by the MAPS review and also requires membership in the Texas Association of Assessing Officers. The district receives most of the sales data used in appraisals of real property from the Kerrville Board of Realtors Multiple Listing Service. The district receives a discounted price for items purchased through the Texas Building & Procurement Commission. The district also pays a membership for the Visa charge card. A detailed cost description of this line item follows:

Texas Department of Licensing & Regulation	\$ 680
Texas Association of Appraisal Districts	\$ 900
Texas Association of Appraisal Districts Southwest Chapter	\$ 50
International Association of Assessing Officers	\$ 175
Texas Association of Assessing Officers	\$ 80
Kerrville Board of Realtors M.L.S. Membership	\$ 300
Texas Building & Procurement Commission	\$ 100
Visa Charge Membership	\$ 35
TOTAL	\$2,320

5140 - Office Supplies: This line item includes all miscellaneous office supplies used in the district. These items include paper, writing utensils, film, toner cartridges, and other supplies. The amount this year is \$7,000.

5145 - Furniture and Fixtures: This line item includes upgrading and replacement of computers and as well as desk, chairs and other office related furniture and fixtures. Kerr CAD is designating \$4,500 of its self-generated income from property record card sales, computer generated lists, map sales, and bank interest towards this line item. There is a \$2,500 allotted for desks, chairs, filing cabinets and other office related furniture and fixtures. The amount for this line item is \$7,000.

5150 - Board of Directors: This line item is utilized to purchase director manual and reference material for the Board of Directors. A portion of this line item is also utilized to purchase awards of appreciation to outgoing board members and name plaques. Because of increased duties, responsibilities as well as increased liability associated with being a board member this line item includes education for board members. The average cost for a board member to attend a TAAD conference is approximately \$1,000. A Rural Chief Appraisers Conference is approximately \$500 per person. This addition would allow 3 members to attend a TAAD Conference or all six members to attend a Rural Chief's Conference. This line item is \$3,200.

5155 - Equipment Maintenance: This item includes the maintenance of PC computers, networks, postage machine and copy machines. This line amount will be \$1,500.

5170 - Building Reserve: A building reserve of \$3,500 per year was established when KCAD purchased the current building. This fund is reserved and cannot be utilized for any purpose other than replacement or repair to major items regarding CAD facilities. The building was constructed in the mid 1970s and is in need of major repairs/renovation or replacement. In 2006 the board elected to replace the existing roof with a metal roof. In 2010 the septic system failed and due to the City of Kerrville's sanitary sewer rules the building's effluent was connected to the City of Kerrville's sewer system at cost near \$30,000 rather than being allowed to repair the existing septic system for approximately \$1,500. Consideration is being given to the cost of extensive repairs/replacement to the parking lot, floor coverings, wall coverings, plumbing upgrade, window replacement, energy efficiency improvements as well as possible mold remediation in the event the extensive roof leaks prior to 2006 resulted in a mold infestation. The structure has had several termite infestations through the years with damage undetermined. In order to ensure available funds will be available for the much needed renovations or replacement this amount will remain at \$7,000 this year.

5180 - Software Support - True Automation: Kerr CAD converted their old appraisal computer system to True Automation in October of 2006. True Automation is the largest CAD appraisal software company in the state. True Automation calls their system the PACS System. This line item provides for continuing maintenance and support of the PACS System by True Automation. This system contains active tax records and rolls for each taxing entity and individual property owner in the county housing almost forty thousand (40,000) property tax parcels. Every property account is recorded, updated, and appraised using this system and the tax roll is generated resulting in the values used to levy taxes for every taxing entity and taxpayer serviced by Kerr CAD. True Automation has notified the district that the software support and maintenance for this year will be increasing to \$40,006.

5200 - Banking Fees: We are being assessed service charges on our bank account which will increase to \$200 annually.

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012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Agenda Item:

8B. Administrative services contract between the City of Kerrville, Texas
Economic Improvement Corporation and the City of Kerrville, Texas for FY2015.
(staff)

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

SUBJECT: Administrative Services Contract between the City of Kerrville, Texas
Economic Improvement Corporation and the City of Kerrville, Texas

FOR AGENDA OF: August 26, 2014 **DATE SUBMITTED:** August 18, 2014

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

EXHIBITS: Fiscal Year 2014 EIC Administrative Services Contract

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Attached is the FY2014 Administrative Services Contract between the City of Kerrville and the Economic Improvement Corporation (EIC). The City of Kerrville provides services to the EIC through an annual contract. This contract includes services for engineering and project management, legal, financial, and administrative support. EIC pays the City \$100,000 for these services. The current contract expires on September 30, 2014 thus necessitating a new contract for FY2015.

Staff will provide a report to the EIC at its meeting on September 22, 2014 with any proposed changes requested by City Council for the FY2015 contract. The final contract will then be presented to City Council for approval.

RECOMMENDED ACTION

City staff is requesting the consideration of the EIC Administrative Services Contract and direction for any modifications to be made for the FY2015 contract.

**ADMINISTRATIVE SERVICES CONTRACT BETWEEN CITY OF KERRVILLE, TEXAS
AND CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION**

THIS CONTRACT is entered into and effective as of the 1st day of October 2013, by and between the City of Kerrville, Texas, ("City") and the City of Kerrville, Texas Economic Improvement Corporation ("EIC") for and in consideration of the following promises and conditions:

ARTICLE I
SERVICES PROVIDED BY CITY

City agrees to provide the following services to the EIC subject to the limitations and conditions set forth below:

- A. Engineering and Project Management Services: City agrees to provide engineering and project management services, to include design, bid, and construction phases, for EIC projects that involve improvements to City and/or public property. For such projects requiring expenditures estimated at more than \$25,000.00 for construction, City may contract for specialized engineering services and EIC agrees to pay for such services as part of a project, which is authorized by the EIC to be funded in whole or in part by sales tax revenues generated pursuant to the authority of Chapters 501, 502, and 505 of the Texas Local Government Code.
- B. Legal Services: City agrees the City Attorney will be the legal advisor of, and attorney for, the EIC, which representation will include review of documents, contracts, and other instruments as to form and legality, the conduct of legal research, and, if requested, the issuance of legal opinions. In the provision of legal services by the City Attorney, the City Attorney shall provide such services only if the provision of legal services to the EIC does not unreasonably impair his ability to provide legal services to the City. Furthermore, in the event the City Attorney determines that a legal or ethical conflict exists between the City and the EIC, the EIC agrees that the City Attorney may continue to represent the City on such matter notwithstanding such conflict provided the City Attorney has made reasonable disclosure of the conflict to the president of the EIC. Notwithstanding this paragraph, EIC shall at all times retain the right to hire counsel of its own choice at EIC expense.
- C. Financial Services: City agrees to provide accounting, banking, and investment services, including accounts receivable, accounts payable, investments, record keeping, financial reporting, and an audit of all funds. The City will provide a report at each regular monthly meeting of the EIC, such report to include a statement of revenues and expenditures for all funds and a cash flow analysis on a form approved by the EIC.
- D. Administrative Services: City will provide services from the City Manager to include secretarial and other clerical services, including the taking minutes and preparation of resolutions and correspondence related to the operation of the EIC. The City Manager or designee will engage with the EIC in a manner comparable to the role identified by Section 6.04 of the City Charter.

- E. Investment Officer: The City's Director of Finance will serve as the EIC's investment officer in accordance with the EIC's Investment Policy, as may be amended.
- F. Regulatory Financial Reporting: The City's Director of Finance shall prepare all financial reports required by state and federal regulatory agencies.
- G. Annual Audit: The City's Director of Finance shall include the EIC's financial information as part of the City's Comprehensive Annual Financial Report (CAFR).
- H. Project Reports: The City Manager or designee shall provide a report at each regular monthly meeting of the EIC on all ongoing projects which are subject to a funding agreement with the EIC. These reports shall include the status and estimated completion date of each project and verification that performance criteria are being met.
- I. Staff Reports: The City Manager or designee shall prepare a report on each application for EIC funds, such report to include the following information:
 - 1. Complete Application
 - 2. Financial Impact Analysis
 - a. Total payroll
 - b. Payroll multiplier
 - c. Sales and ad valorem tax generation
 - 3. Return on Investment Analysis
 - a. Property tax – City, County, and KISD
 - b. Sales tax – City and County
 - c. Payroll multiplier
 - d. Timeline by which return is realized
 - 4. Feasibility Analysis
 - a. Land – size, zoning, platting, building/fire codes
 - b. Building – size, suitability, condition
 - c. Infrastructure – water, wastewater, streets, drainage, electricity, public safety

J. Prospect Support Services: The City Manager or designee shall ensure that the following support services as provided by City staff are provided to the EIC in the review and processing of applications for EIC funds:

1. receive applications
2. evaluate applications for completeness
3. determine eligibility
4. facilitate submission before the EIC
5. provide technical evaluation pursuant to Section 9, above
6. provide recommendations to the Board
7. coordinate with other aligned agencies/entities
8. identify appropriate incentives and programs

ARTICLE II **COMPENSATION**

In consideration of the provision by City to EIC of the services described in Article I, above, EIC shall pay City the sum of \$100,000.00. It is agreed by the parties that this compensation is equal to the reasonable value of the services anticipated to be provided by City to the EIC. City shall deduct the payment required hereunder upon receipt of said sales tax revenues from the Comptroller of Public Accounts for the State of Texas.

ARTICLE III **TERM**

The Term of this Contract commences on October 1, 2013, and ends on September 30, 2014, subject to earlier termination as provided herein and extension by agreement of the parties hereto.

ARTICLE IV **TERMINATION**

This Contract may be terminated by City or EIC for any reason, with or without cause, not earlier than thirty (30) days prior to delivery to the non-terminating party of a written notice of termination. EIC agrees to pay City the reasonable cost of services rendered by City up to the date of termination.

ARTICLE V **GOVERNING LAW**

This Contract is subject to, governed by, and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in the year and as of the date indicated.

(signatures begin on following page)

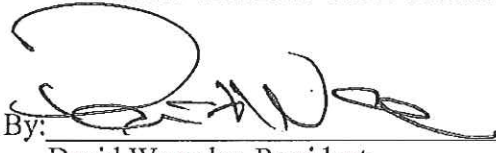
CITY OF KERRVILLE, TEXAS

CITY OF KERRVILLE, TEXAS ECONOMIC
IMPROVEMENT CORPORATION

By:


Todd Parton, City Manager

By:


David Wampler, President

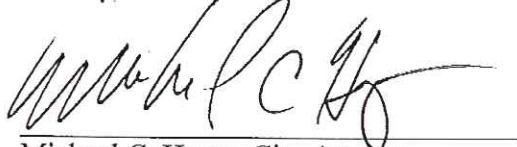
ATTEST:


Cheryl Brown, Deputy City Secretary

ATTEST:


Rex Boyland, Secretary-Treasurer

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

Agenda Item:

9A. Budget update. (staff)

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

SUBJECT: Budget/Economic Update

FOR AGENDA OF: August 26, 2014 **DATE SUBMITTED:** August 15, 2014

SUBMITTED BY: Sandra Yarbrough *dyf* **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 July 31, 2014

(Month 10 of FY14 Budget)

	Current Month	Year To-Date	83.33 % of Budget	Prior Year To-Date	% change prior year
General Fund					
Total Revenues	\$1,271,545	\$19,729,115	87.90%	\$19,236,971	2.49%
Property tax	\$25,860	\$8,238,000	98.36%	\$8,165,580	0.88%
Sales tax	\$445,963	\$4,802,402	87.32%	\$4,537,419	5.52%
Total Expenditures	\$1,497,248	\$17,556,809	79.40%	\$16,967,598	3.36%

Water and Sewer Fund					
Total Revenues	\$957,493	\$8,278,809	78.95%	\$7,444,854	10.07%
Water Sales	\$497,039	\$3,798,687	74.64%	\$3,935,787	-3.61%
Sewer Service	\$329,531	\$3,167,621	82.93%	\$2,906,559	8.24%
Expenditures	\$618,195	\$8,104,562	78.91%	\$6,934,414	14.44%

Hotel/Motel:					
Revenues	\$99,035	\$814,610	94.71%	\$761,012	6.58%
Expenditures	\$9,738	\$887,281	100.94%	\$620,250	30.10%

Unemployment: July 2014			Consumer confidence: July 2014		
National	6.2%		National	90.9%	up 12.2% over 2013
Texas	5.1%		Texas	111.1%	up 1.1% over 2013
Local	4.5%		(Sources: State Comptroller/Workforce Alamo)		

Housing:					
<i>Local:</i>					
718 active residential listings; 68 residential sales July 2014					
\$14,305,315 total residential sales dollars for July 2014					
\$77,363,605 total residential sales dollars for Jan 1 through July 31, 2014					
(Source: Kerrville Board of Realtors)					
 <i>Permits Issued for New Residence</i>					
Oct - July 2013 - 31					
Oct - July 2014 - 49					