

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, AUGUST 25, 2015, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, AUGUST 25, 2015, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION: by Brett Coe, Pastor of First Christian 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. PRESENTATION:

2A. Resolution of Commendation to Dainelle Logan for serving on the Food Service Advisory Board. (Mayor Pratt)

2B. Update from the San Antonio Food Bank relative to the Kerrville area. (Eric Cooper, SAFB President/CEO)

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. Economic Development Grant Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Kerr Economic Development Corporation for up to three years and in an amount not to exceed \$514,403.84. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: August 21, 2015 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

3B. Authorization for the City Manager to execute a construction contract with Zimmerman Construction, Inc. for the Lowry Park Trail Improvement Project that is part of the River Trail project in the amount of \$536,268.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$590,000.00. (staff)

3C. Council authorization for the City Manager to execute a construction contract with Intermountain Slurry Seal, Inc. for the 2015 Street Overlay Project in the amount of \$191,115.00, and authorize the City Manager to execute additional change orders which may exceed \$50,000.00, but will not exceed a total contract value of \$235,000.00. (staff)

END OF CONSENT AGENDA

4. PUBLIC HEARINGS:

4A. First public hearing for the annual budget for the City of Kerrville, Texas, Fiscal Year 2016; providing appropriations for each City Department and Fund. (staff)

4B. First public hearing to set the 2014 ad valorem tax rate. (staff)

5. ORDINANCES, SECOND AND FINAL READINGS:

5A. Ordinance No. 2015-16, amending the city's "Zoning Code" by amending Article 11-I-10 "Residential Zoning Districts", Subsection (F) "RT" – residential transition district with respect to the uses of "Schools" and "Churches", as those terms are defined, within this district; 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)

5B. Ordinance No. 2015-17, amending the city's "Zoning Code" by amending Article 11-I-6 "Zoning Districts-Central City" to amend the land use table for the central business district (CBD) to change the uses of "Death Care Services" and "Printing" from requiring conditional use permits to uses permitted by right within this district; 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. (staff)

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6. ORDINANCE, FIRST READING:

6A. An Ordinance amending the budget for Fiscal Year 2015 to account for various changes to the City's operational budget, including revenue and expenditures related to the City's acquisition of an aerial fire truck and a vehicle replacement for the Police Department. (staff)

7. DISCUSSION:

7A. Rule 7.4 Council Liaisons, Procedural Rules for Meetings-Kerrville City Council to clarify role of Councilmembers. (Mayor Pratt)

8. CONSIDERATION AND POSSIBLE ACTION:

8A. City of Kerrville's allocated portion of a Kerrville Public Utility Board extraordinary income. (Councilmember Fine)

8B. Republic Services discussion regarding transition issues and automated solid waste and recycling collection services. (Republic Services)

8C. Landowner petition for City to accept ownership of the drainage ditch in the Village Glen Subdivision (Village Glen homeowners)

8D. Interlocal Agreement Pursuant to the Interlocal Cooperation Act Texas Government Code, Chapter 791 Texas Community Development Block Grant Contract 7214025. (staff)

8E. Donation of city's recycling trailer to Kerr County. (Councilmember Fine)

9. INFORMATION AND DISCUSSION:

9A. Budget update. (staff)

10. ITEMS FOR FUTURE AGENDA

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.

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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 matter(s):

- Pursuant to Section 551.071, *Rachel Lynn Wood v. Roy Alonzo, Individually, and in his official capacity as a City of Kerrville Police Officer*, in the United States District Court, Western District of Texas, San Antonio Division; Case No. 5-15-CV-228-OLG

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

13. ACTION ON ITEM 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 830-257-8000 for further information.

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Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Resolution of Commendation to Dainelle Logan for serving on the Food Service Advisory Board. (Mayor Pratt)



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

RESOLUTION OF COMMENDATION

WHEREAS, **DAINELLE LOGAN** has served as a member of the Food Service Advisory Board with the date of service beginning November 12, 2013; and

WHEREAS, **DAINELLE LOGAN** has served faithfully and dutifully on said board;

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

That **DAINELLE LOGAN** be recognized for outstanding service as a member of the Food Service Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the _____ day of _____, 2015.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary



Jack Pratt, Jr.
Jack Pratt, Jr., Mayor

Gary Stork
Gary Stork, Mayor Pro-Tem

Stephen Fine
Stephen Fine, Councilmember

Bonnie White
Bonnie White, Councilmember

E. Gene Allen
E. Gene Allen, Councilmember

Agenda Item:

2B. Update from the San Antonio Food Bank relative to the Kerrville area. (Eric Cooper, SAFB President/CEO)

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

SUBJECT: Update to Council by San Antonio Food Bank (SAFB) President/CEO Eric Cooper with local SAFB information relative to Kerrville.

FOR AGENDA OF: 08/25/15

DATE SUBMITTED: 07/28/15

SUBMITTED BY: Todd Parton

CLEARANCES:

EXHIBITS: There will be handouts for Mayor and Councilmembers.

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account: \$ 0	Amount Budgeted: \$ 0	Account Number:
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PAYMENT TO BE MADE TO: N/A

REVIEWED BY THE FINANCE DEPARTMENT: N/A

SUMMARY STATEMENT

SAFB President/CEO Eric Cooper will brief the City Council on how it is assisting underserved populations in local communities throughout its 16-county service area. SAFB's objective is to keep local elected officials informed about its overall mission, programs and services. SAFB is doing more for their clients by providing more access to fresh fruits and vegetables, coupled with nutrition education supportive programs and service by partnering with such agencies as the United States Department of Agriculture (USDA) and the Texas Department of Agriculture (TDA) on various levels to make this happen. The SAFB is looking to yield positive health outcomes for the families and individuals that the agency serves through partner agencies in Kerrville.

RECOMMENDED ACTION

Presentation only, no action required.

Agenda Item:

3A. Economic Development Grant Agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Kerr Economic Development Corporation for up to three years and in an amount not to exceed \$514,403.84. (staff)

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

SUBJECT: Multiyear economic development grant agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Kerr Economic Development Corporation in an amount not to exceed \$520,000

FOR AGENDA OF: August 25, 2015 DATE SUBMITTED: August 17, 2015

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

EXHIBITS: Economic Development Grant Agreement between the EIC and KEDC

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

At its meeting of August 17, 2015, the Economic Improvement Corporation (EIC) held a public hearing and approved an economic development grant agreement between the EIC and KEDC. The term is October 1, 2015 through September 30, 2016 with eligibility for two additional terms. The total grant through the term of this agreement shall not exceed \$520,000. The agreement is attached and is consistent with the previous agreement.

RECOMMENDED ACTION

Staff recommends approving the agreement as presented.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN KERR ECONOMIC DEVELOPMENT CORPORATION (KEDC) AND THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement entered into by and between **KERR ECONOMIC DEVELOPMENT CORPORATION** (“KEDC”), a Texas nonprofit corporation, acting herein by and through its duly authorized officer, Jonas Titas (“Executive Director”), and the **CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION** (“EIC”), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 (otherwise known as the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code) (hereafter referred to as “the Act”), acting by and through its duly authorized President, David Wampler.

WITNESSETH:

WHEREAS, the EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects to enhance economic development and/or the quality of life within the Kerrville area; and

WHEREAS, pursuant to the Act, the EIC is authorized to provide funding for promotional expenses, such expenses which are used to advertise or publicize the City for the purpose of developing new and expanded business enterprises; and

WHEREAS, KEDC is a 501(c)6 private non-profit entity whose purpose is to support and promote the retention, expansion, and attraction of business entities in Kerr County in a manner that complements the efforts of its economic development partners and enhances the quality of life for residents of Kerrville and surrounding areas; and

WHEREAS, KEDC has applied for funding from the EIC for marketing to expand and increase its efforts toward the promotion of economic development in the Kerrville area; and

WHEREAS, the EIC finds that the formation of the KEDC was intended to promote and develop new or expanded business enterprises and to foster the creation or retention of “primary jobs,” as that term is defined by the Act; and

WHEREAS, Section 505.102 of the Act provides that a Type B corporation may contract with another private corporation to (1) carry out an industrial development program or objective; or (2) assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified by the Act; and

WHEREAS, pursuant to Section 505.103 of the Act, the EIC is limited to spending not more than 10 percent of its current annual revenues for promotional expenses in any given year; and

WHEREAS, EIC has determined that such a grant (“Grant”) complies with the Act and is in keeping with the mission of EIC and *City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures* in that it will enhance business development and/or the “quality of life” within the community; and

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with KEDC to provide sales tax revenues collected pursuant to the Act (“4B Revenues”) to KEDC for costs related to marketing expenses for economic development; and

WHEREAS, on August 17, 2015, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 505.159 of the Act related to the proposed expenditure of 4B revenues for the purposes provided above;

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

ARTICLE I. **EIC'S OBLIGATIONS**

- A. Subject to terms found elsewhere in this Agreement, EIC hereby grants KEDC funding up to the following annual amounts during the term of this Agreement.
 - (1) EIC will pay KEDC \$154,403.84 for the initial period of this Agreement, said period to begin on October 1, 2015, and end on September 30, 2016. EIC will make a full payment in this amount to KEDC on or before October 31, 2015.
 - (2) KEDC, subject to Sections 1.C and 1.D., is eligible to receive an amount up to \$180,000.00 for each of the remaining two years of this Agreement, said time periods to run from October 1 through September 30 of the following years.
- B. EIC's payments to KEDC are solely intended for KEDC's costs directly related to: i) carrying out an industrial development program or objective as more specifically described in Section II., below; and ii) assisting with the development and operation of an economic development program or objective consistent with the purposes and duties specified by the Act. Such activities are collectively referred to herein as “Economic Development.”
- C. Payments to be made by EIC to KEDC for the second and third year of this Agreement are subject to the following:
 - (1) EIC's appropriation of funds for such payments in the budget year for which they are paid. Any payment made by EIC to KEDC must be made solely from the annual budgeting and appropriations of EIC. In the event that EIC does not appropriate funds in any fiscal year for payments under this Agreement, EIC will not be liable to KEDC for any such or future payments and KEDC will have the right to terminate this Agreement; and
 - (2) EIC's annual review, consideration, and approval of KEDC's fulfillment of its obligations, as specified within ARTICLE II.
- D. Where EIC determines that a yearly payment should be made to KEDC, EIC shall make said yearly payment in full on or before October 31 of that year.

- E. In no event shall the total amount of the Grant from EIC to KEDC exceed Five Hundred Fourteen Thousand Four Hundred and Three and 84/100 Dollars (\$514,403.84).
- F. KEDC specifically agrees that EIC shall only be liable to KEDC for the actual amount of the Grant to be conveyed to KEDC and shall not be liable to KEDC for any other actual or consequential damages, direct or indirect, interest, attorney fees, or costs of court for any act of default by EIC under the terms of this Agreement.

ARTICLE II. KEDC'S OBLIGATIONS

- A. Pursuant to the purposes for which the Grant was awarded and in strict accordance with Section 505.102 of the Texas Local Government Code, KEDC shall use the Grant for only those costs directly resulting from its Economic Development. Toward this end, KEDC will conduct Economic Development pursuant to its adopted "mission", "objectives", and "target markets" as specified in **Exhibit A**. In addition, in fulfilling its obligations under this Agreement, KEDC shall comply fully with its "Strategic Plan" pursuant to the document of the same name and dated July 29, 2010, and which is attached as **Exhibit B**. KEDC may not change its mission, objectives, or Performance Measures without providing prior written notice to EIC.
- B. KEDC shall hire and employ sufficient professional personnel to perform its Economic Development obligations, including but not limited to, an Executive Director.
- C. KEDC shall maintain complete and accurate records relating to the costs and expenditures made for Economic Development as specified in **Exhibit C**. KEDC shall maintain such records separate and identifiable from its other records and for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect the records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice.
- D. KEDC, either through its Executive Director or another representative, must appear at each regular meeting of the EIC or make a presentation regarding its Economic Development pursuant to a regularly posted agenda item, which may include meeting with the EIC in executive session pursuant to II.E., below. Where appropriate, the Executive Director or KEDC representative will provide written documentation to support the presentation. The regular meeting is scheduled for the third Monday of each month and where neither the Executive Director nor KEDC's representative is able to attend this meeting, the Executive Director must provide prior, written notice to the EIC of this absence.
- E. KEDC understands that the EIC may, in accordance with state law, vote to deliberate certain matters in executive session including, but not limited to: i) where the public discussion of the subject would have a detrimental effect on the EIC's negotiating position; ii) where the subject concerns commercial or financial information that the EIC has received from a business prospect that the EIC is seeking to have locate, stay, or expand within the Kerrville area and with which the EIC is conducting economic development negotiations; and/or iii) to deliberate the offer of a financial or other incentive to a business prospect. Toward this end

and with an understanding of KEDC's performance of its Economic Development obligations, the EIC may believe that the presence of the Executive Director in executive session is necessary for deliberation and that the Executive Director's interest is not adverse to the EIC's interests. However, at any time where the Executive Director believes that his interests may be adverse to the EIC's interests, the Executive Director will immediately notify the EIC of this issue, the specifics thereof, and will not take part in the executive session.

F. KEDC shall only be liable to EIC for the actual amount of the Grant to be conveyed to KEDC and shall not be liable to EIC for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by KEDC under the terms of this Agreement.

ARTICLE III. KEDC'S REPRESENTATIONS AND WARRANTIES

A. KEDC represents and warrants as of the date hereof:

- (1) KEDC is a Texas 501(c)6 private non-profit corporation existing in good standing and authorized to do business in the State of Texas;
- (2) Execution of this Agreement has been duly authorized by KEDC and this Agreement is not in contravention of KEDC's corporate charter, or any agreement or instrument to which KEDC is a party or by which it may be bound as of the date hereof;
- (3) No litigation or governmental proceeding is pending, or, to the knowledge of the Executive Director, threatened against or affecting KEDC, which may result in a material adverse change in KEDC's business, properties or operations sufficient to jeopardize KEDC's legal existence; and
- (4) No written application, written statement or correspondence delivered by KEDC to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of the Executive Director, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

B. Except as expressly set forth in this Article III, KEDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV. EIC'S REPRESENTATIONS AND WARRANTIES

A. EIC represents and warrants as of the date hereof:

- (1) EIC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by

the authorities and powers vested in it as a corporation duly and properly organized under the Act;

- (2) Execution of this Agreement has been duly authorized by EIC;
- (3) No litigation or governmental proceeding is pending, or, to the knowledge of any of EIC's officers, threatened against or affecting EIC, which may result in EIC's inability to meet its obligations under this Agreement; and
- (4) EIC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including but not limited to the obligations set forth in this Agreement.

B. Except as expressly set forth in this Article IV, EIC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V.
MAJOR FORCES PREVENTING KEDC FROM CARRYING
OUT ITS OBLIGATIONS UNDER THIS AGREEMENT

If, by reason of force majeure, such as fire, flood, windstorm, drought, or other act of God, act of war, act of terrorism, labor strike, or economic downturn affecting KEDC, KEDC is reasonably unable to fulfill its obligations under this Agreement, KEDC shall use reasonable and diligent efforts to rectify the situation to allow it to perform its obligations specified herein with all due haste. In the event that the situation cannot be rectified within six (6) months after the occurrence of the force majeure, either party may terminate this Agreement by providing thirty (30) days advance written notice to the other without further liability hereunder. To the extent that KEDC has not expended funds from the Grant, KEDC shall immediately, but in any event within ten (10) days, return such funding to the EIC and to other funding stakeholders on a pro-rata basis.

ARTICLE VI.
CONDITIONS UNDER WHICH EIC MAY SUSPEND PERFORMANCE
OF ITS OBLIGATIONS UNDER THIS AGREEMENT

Under any of the following conditions EIC may, at its option, after fifteen (15) days written notice to KEDC, suspend its further performance under this Agreement until such time as KEDC shall have cured the condition(s) and so notified EIC, in writing, that the condition(s) have been cured:

- A. The KEDC becomes insolvent. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.
- B. The appointment of a receiver of KEDC, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- C. The adjudication of KEDC as bankrupt.

D. The filing by KEDC of a petition to be adjudged as bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

Should any of these conditions not be cured by KEDC within a period of three (3) months EIC may, at its option, with written notice to KEDC, terminate this Agreement and KEDC shall have no further obligations hereunder.

ARTICLE VII. REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that no party hereunder shall be entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that no party hereunder shall be liable to the other party for any other actual or consequential damages for any act of default by such party under the terms of this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor shall any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VIII. GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect

other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

- B. Amendment. This Agreement may be amended only by written amendment signed by both parties.
- C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue shall lie in Kerr County, Texas; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.
- D. Notices. All notices given with respect to this Agreement shall be in writing and shall 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 follows:
 - 1. EIC
President
City of Kerrville, Texas, Economic Improvement Corporation
701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850
 - With a copy to:*
City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850
 - 2. KEDC Executive Director
1700 Sidney Baker Suite 100
Kerrville, Texas 78028
Phone: (830) 896-1175
- E. Assignment. This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event

that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party shall be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. KEDC may, without written consent of EIC, assign this Agreement to any entity controlled and 100 percent owned by KEDC or by the parent, subsidiary or affiliate of KEDC provided the entity assumes all of KEDC's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of KEDC and KEDC provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.

- F. Parties In Interest. Nothing in this Agreement shall entitle any party other than KEDC or EIC to any claim, cause of action, remedy or right of any kind except as expressly provided in Article VII.
- G. Term. The term of this Agreement (the "Term") shall commence on October 1, 2015 (the "Effective Date"), and shall terminate on the earlier of: (i) September 30, 2018; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article VII; (iv) at KEDC's sole and absolute discretion but only upon and subject to KEDC's return of all Grant funding to EIC that it has received under this Agreement; or, (v) upon KEDC's repayment of all monies that are demanded by EIC. Upon termination of this Agreement as specified herein, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.
- H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
- I. Indemnity. **IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT KEDC, IN PERFORMING ITS OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY, AND EIC ASSUMES NO RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH TO KEDC. KEDC AGREES TO INDEMNIFY AND HOLD HARMLESS EIC, ITS OFFICERS AND AGENTS, AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY KEDC'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR BY ANY NEGLIGENT ACT OR OMISSION OF KEDC, ITS OFFICER, AGENTS, ASSOCIATES OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; AND NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EIC UNDER TEXAS LAW.**

- J. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.
- K. Survival of Terms. All rights, duties, liabilities and obligations accrued prior to termination shall survive termination.
- L. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date indicated above, by the City of Kerrville, Texas, Economic Improvement Corporation, by and through its Board President, duly authorized to execute same by action of the Board, and by Kerrville Economic Development Corporation, acting through its Executive Director.

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

David Wampler, President

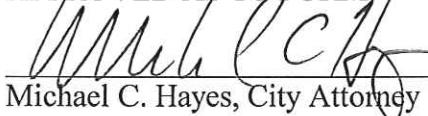
**KERRVILLE ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Jonas Titas, Executive Director

ATTEST:

Sheri Pattillo, Secretary to the Corporation

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

EXHIBIT A

MISSION

"To Retain Existing Jobs and Create New Job Opportunities in Kerrville and Kerr County."

OBJECTIVES

- Leverage City/County/Municipal resources and financial positions to support job creation and retention through the efforts of highly experienced staff.
- Expand the capacity of Kerrville/Kerr County to compete with other regions by developing programs/initiatives that support the growth and development of the private sector, including Business Retention and Expansion.
- Develop and implement a comprehensive marketing/communication strategy aimed at branding and positioning the City and County as one of America's best places to do business.
- Facilitate the development of economic development projects by structuring deals that fully leverage public investment (land, bonds, grants) with private capital, and yield a reasonable return on investment (tax base, job creation, and business creation) to local taxpayers over the long term.
- Function as the central point of communication for job development, retention and expansion progress and strategy among local municipalities, regional economic development, civic and non-profit community organizations.

TARGET MARKETS

- Aviation
- Energy
- Light Manufacturing
- Craft Agriculture
- Hotel/Conference Center



EXHIBIT B

KEDC Strategic Planning Session Notes

September 4, 2014

Goals for the Next 18 months

1. Better communicate our mission to our Stakeholders and Kerrville
2. Work on community perception of KEDC
3. Invest in materials to help promote KEDC, current website, and our achievements
4. Create elevator speech
5. Hold regular Strategic Planning Sessions to continue writing new Strategic Plan
6. Link KEDC website with the new Kerrville Alive website
7. Continue site readiness on Airport Industrial Property and potential development
8. Resolve Non-Profit status

Individual Notes

Topic: KEDC Organization Advancement and Leadership (Do this first)

- Communicate our mission to Kerrville and local groups
- Create elevator speech (KEDC role, wins, mission, vision, strategies)
- Pitch elevator speech to KEDC Stakeholders
- Invest in materials to promote KEDC, website, and our achievements
- Expand KEDC presence and role
- Spearhead effort to get a community-wide vision of what Kerrville should look like in 10-20 yrs
- Be recognized as primary entity that ushers new and existing business and jobs into community
- Do PowerPoint presentations at various community Boards (Rotary, SU, County, EIC, etc)
- Get on City Council, Comm. Court, KISD, KPUB agendas regularly to provide updates, wins, vision, strategies
- Hold workshops with all Stakeholders with facilitator to work through issues and get common focus
- Stakeholder support – look for 10 year commitment from current Stakeholders
- Brochure/one page handout listing KEDC's annual achievements
- Create/maintain/improve KEDC credibility

Topic: Internal Communication and Collaboration

- Promote KEDC successes to Kerrville community
- Hold periodic Strategic Planning Sessions (1-2 times per year)
- Add KEDC link to Kerrville Alive website
- Improve communication within community regarding success
- Stakeholder newsletter, annual report

- Hold annual meetings with Stakeholders and KEDC Board, get input
- Hold periodic strategy sessions
- Quarterly updates with Stakeholders
- Develop community-wide vision, get buy-in from Stakeholders to support 10-20 yr plan
- Market KEDC to our Board/marketing plan to sell to Stakeholders and community
- Establish relationship with all media outlets to communicate economic data on regular basis (newspaper, chamber, radio, TV, public speaking)
- Piggy back on Kerrville Alive marketing materials
- Work with like organizations to establish communication vehicle
- Define destination retail
- Figure out a way to solve issue with the local paper and Kerr County

Topic: Advancing Our Physical Infrastructure and Built Space

- **Airport:** develop site plan to promote project, market property, build spec building, ask for community support for project, City/County \$ for site prep
- Promote available properties on website
- Develop list of available space/land
- Real estate opportunities with virtual renderings
- Public/private partnership (P3) real estate investment plan
- Establish road map to growing our tourism opportunities (Conv. Center, hotel, wine/craft ag)
- Promote quality of life projects/progress to leverage into primary jobs
- **West Village:** develop cost estimates for spec building, collaborate with CoK for utilities, commercial zoning, Enterprise Fund Grant for infrastructure

Topic: Entrepreneurship and Innovation

- Partner with Hill Country Telecommunications on promoting our high-speed data infrastructure
- Look into loan guarantee program possibilities
- Investigate start-up capital programs for new and small business development
- Identify industry based on local strengths
- Work with SBDC on incubator
- Research, review maker space model – does it fit here?

Topic: Align Talent/Education

- Better utilize Alamo College
- Find out what local employers need, market to Alamo College and schools
- Partnerships with local employers and education organizations
- Work better with local education providers
- Grant writing support

Etc.

- Convention center – find a way to jointly fund it, govt/private \$
- Business involvement – get local leaders aboard
- Work to overcome egos that negatively impact progress
- Improve community understanding of the role of KEDC
- Develop and communicate risk proposition
- Present a clear business case for each project, post
- Primary job creation; show primary job growth on a consistent basis “measurable results”
- Internal marketing; establish viability as an organization
- New/small business toolkit and support
- Get County/City cooperation
- Refine real estate strategy
- Affordable housing
- Continue and strengthen common vision and mission within KEDC
- Identify one “bold” initiative to defend against agreed risk
- Find new Stakeholders

EXHIBIT C

**Kerrville Economic Development Corporation
2015/2016 Budget**

Income	FY 12/13	FY 13/14	FY 14/15	FY 15/16	Per EIC Req.
City of Kerrville	14,500.00	17,500.00	16,250.00	23,750.00	20,865.38
EIC	127,000.00	60,000.00	168,250.00	175,750.00	154,403.84
Kerr County	14,500.00	17,500.00	16,250.00	23,750.00	20,865.38
KPUB	14,500.00	17,500.00	16,250.00	23,750.00	20,855.38
Other Income	-	-	-	-	-
Total Income	170,500.00	112,500.00	215,000.00	247,000.00	216,999.98
Expense					
Business Expenses	54,550.00	42,000.00	34,000.00	34,500.00	34,500.00
Contract Services	5,000.00	2,000.00	7,500.00	5,000.00	5,000.00
Operations	32,517.00	20,139.00	18,780.00	19,850.00	19,850.00
Other Types of Expenses	2,000.00	1,100.00	900.00	900.00	900.00
Payroll Expenses	151,723.60	149,794.00	160,420.00	171,281.60	171,281.60
Travel & Meetings	23,500.00	20,000.00	20,500.00	25,000.00	25,000.00
Total Expenses	269,290.60	235,033.00	242,100.00	256,531.60	256,531.60
Net Income:					
					-122,533.00
					-27,100.00
					-39,531.62
					-9,531.60

Agenda Item:

3B. Authorization for the City Manager to execute a construction contract with Zimmerman Construction, Inc. for the Lowry Park Trail Improvement Project that is part of the River Trail project in the amount of \$536,268.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$590,000.00. (staff)

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

SUBJECT: Authorization for the City Manager to execute a construction contract with Zimmerman Construction Inc. for the Lowry Park Trail Improvement Project that is part of the River Trail project in the amount of \$536,268.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$590,000.00.

FOR AGENDA OF: August 25, 2015

DATE SUBMITTED: August 17, 2015

SUBMITTED BY: Kyle Burow, E.I.T.
Interim Director of Engineering

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Bid Tabulation
Letter of Recommendation for Award

PAYMENT TO BE MADE TO: Zimmerman Construction Inc.
P.O. Box 366
Burnet, Texas 78611

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$590,000.00	\$1,872,460.90	\$6,000,000.00	B05

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

On September 10, 2014 Freese and Nichols Inc. was hired to submit a trail alignment study and generate bid and construction documents for the Lowry Park Trail Improvements as part of the River Trail Project proceeding west from the Riverside Nature Center. The Lowry Park Trail section of the river trail ties into the first phase of the river trail below the Riverside Nature Center, going west across Town Creek and ending at Lowry Park located on Guadalupe Street. The scope of this project consists of 700 feet of concrete sidewalk and 60 feet of crushed granite trail that connects to the trail head on Guadalupe Street, a 70 foot pedestrian crossing spanning Town Creek, one trail node, site amenities and one handicap parking space. The construction documents were completed and the project was placed for bid in July with the bid opening on August 11, 2015. Three bids were received with the apparent low bidder being Zimmerman Construction, Inc. of Burnet, Texas.

Staff along with Freese and Nichols, Inc. evaluated the contractor and recommends awarding the construction project to Zimmerman Construction, Inc. for a construction

cost of \$536,268.00. Additionally, staff recommends authorizing the City Manager to execute change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$590,000.00.

RECOMMENDED ACTION

Authorize the City Manager to execute a construction contract with Zimmerman Construction Inc. for the Lowry Park Trail Improvement Project that is part of the River Trail project in the amount of \$536,268.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$590,000.00.

KERRVILLE - LOWRY PARK TRAIL IMPROVEMENTS
(PW12-009)
Manual Bid Tabulation
Bid Opening August 11, 2015

Zimmerman Construction
P.O. Box 366 / 300 Holiday Drive
Burnet, TX 78611
Office: (512) 756-8499

1
HMC Huband-Mantor Construction, Inc.
43000 IH-10 West
Boerne, TX 78006
Office: (830) 816-5477

2
RL Rohde General Contracting, Inc.
4180 Stuart Road
Adkins, TX 78101
Office: (210) 649-3130

5

Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION and DEMOBILIZATION as necessary for the Contract Documents.	1	LS	\$ 6,800.00	\$ 6,800.00	\$ 9,856.00	\$ 9,856.00	\$ 12,500.00	\$ 12,500.00
2	SWPPP, design and provide Storm Water Pollution Prevention Plan, as required for construction of Trail Improvements project, complete as indicated in the plans.	1	LS	\$ 13,700.00	\$ 13,700.00	\$ 5,856.00	\$ 5,856.00	\$ 3,000.00	\$ 3,000.00
3	TRAFFIC CONTROL PLAN, design, install, maintain, and remove Traffic Control Plan and devices required at Guadalupe Street, complete as specified and indicated in the plans.	1	LS	\$ 2,700.00	\$ 2,700.00	\$ 7,356.00	\$ 7,356.00	\$ 750.00	\$ 750.00
4	TRENCH SAFETY SYSTEM, development, design, and implementation of a trench safety system as required and the assumption of responsibility for said system, including all required trench safety and appurtenant structures complete as specified and indicated in the plans.	1	LS	\$ 1,400.00	\$ 1,400.00	NA	NA	\$ 1,000.00	\$ 1,000.00
5	DEMOLITION, tree removal, existing concrete, curbs and sidewalk, (see Sheet G1.02) to be removed cleanly and disposed of off-site at Contractor's expense, complete in place as specified and shown on the plans.	1	LS	\$ 4,100.00	\$ 4,100.00	\$ 12,856.00	\$ 12,856.00	\$ 8,500.00	\$ 8,500.00
6	BRUSH CLEARING/PRUNING, along new trail alignment, complete in place as specified and indicated in the plans.	1	LS	\$ 2,700.00	\$ 2,700.00	\$ 6,356.00	\$ 6,356.00	\$ 4,000.00	\$ 4,000.00
7	TREE PROTECTION as shown on Sheet G1.02 and L3.01, complete in place as specified and indicated in the plans.	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 9,356.00	\$ 9,356.00	\$ 1,750.00	\$ 1,750.00
8	EROSION CONTROL, to include silt fencing, construction entrance and all necessary erosion control measures as required per Sheet EC1.00 and EC1.01, complete in place as specified and indicated in the plans.	1	LS	\$ 9,600.00	\$ 9,600.00	\$ 11,756.00	\$ 11,756.00	\$ 8,000.00	\$ 8,000.00
9	EARTHWORK FOR SITE, to include all rough grading for entire site including any importing or removal of excess fill as needed, complete in place as specified and indicated in the plans.	1	LS	\$ 34,000.00	\$ 34,000.00	\$ 35,856.00	\$ 35,856.00	\$ 70,000.00	\$ 70,000.00
10	GRADE MAINTENANCE FOR SITE, to include fine grading, backfilling, and topsoil as indicated on drawings, etc. to perform site work, complete in place as specified and indicated in the plans.	1	LS	\$ 9,600.00	\$ 9,600.00	\$ 18,856.00	\$ 18,856.00	\$ 54,400.00	\$ 54,400.00
11	CONCRETE PARKING SPACE, including paving, striping, sign, curbs, etc., complete in place as specified and indicated in the plans.	1	LS	\$ 24,600.00	\$ 24,600.00	\$ 17,856.00	\$ 17,856.00	\$ 8,500.00	\$ 8,500.00
12	10' WIDE CONCRETE TRAIL PAVING, to include all trail paving, complete in place as specified and indicated in the plans.	400	LF	\$ 171.50	\$ 68,600.00	\$ 99.64	\$ 39,856.00	\$ 240.00	\$ 96,000.00
13	8' WIDE CONCRETE TRAIL PAVING, to include all trail paving, complete in place as specified and indicated in the plans.	300	LF	\$ 126.67	\$ 38,000.00	\$ 101.19	\$ 30,356.00	\$ 220.00	\$ 66,000.00

KERRVILLE - LOWRY PARK TRAIL IMPROVEMENTS
(PW12-009)
Manual Bid Tabulation
Bid Opening August 11, 2015

Zimmerman Construction
P.O. Box 366 / 300 Holiday Drive
Burnet, TX 78611
Office: (512) 756-8499

1 HMC Huband-Mantor Construction, Inc.
43000 IH-10 West
Boerne, TX 78006
Office: (830) 816-5477

2 RL Rohde General Contracting, Inc.
4180 Stuart Road
Adkins, TX 78101
Office: (210) 649-3130

5

Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
14	CONCRETE PLAZA PAVING, to include all plaza paving other than itemized trails, complete in place as specified and indicated in the plans.	1	LS	\$ 6,800.00	\$ 6,800.00	Included	Included	\$ 16,000.00	\$ 16,000.00
15	FLAGSTONE PLAZA PAVING, to include all flagstone plaza paving, flagstone trail paving bands, concrete subbase, mortar joints, etc., complete in place as specified and indicated in the plans.	1100	SF	\$ 6.18	\$ 6,800.00	\$ 12.60	\$ 13,856.00	\$ 15.00	\$ 16,500.00
16	DECOMPOSED GRANITE PAVING, as shown on sheets L1.03 and L3.01, complete in place as specified and indicated in the plans.	600	SF	\$ 13.37	\$ 8,200.00	\$ 14.43	\$ 8,656.00	\$ 15.00	\$ 9,000.00
17	LIMESTONE BLOCK RETAINING WALLS, including limestone block construction as shown Sheet L1.01, L1.02 and detailed on Sheets L3.02, complete in place as specified and indicated in the plans.	900	SF	\$ 35.00	\$ 31,500.00	\$ 25.40	\$ 22,856.00	\$ 35.00	\$ 31,500.00
18	8" LIMESTONE EDGING, including limestone edge as shown Sheet L1.03 and detailed on Sheets L3.01, complete in place as specified and indicated in the plans.	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 7,356.00	\$ 7,356.00	\$ 6,400.00	\$ 6,400.00
19	SITE FURNISHINGS LABOR, includes the labor to install trash receptacles, bike rack, steel bench and Mult Nut Station, etc., These items to be provided by the City and installed per manufacturer recommendations, complete in place as specified and indicated in the plans.	1	LS	\$ 2,700.00	\$ 2,700.00	\$ 4,962.00	\$ 4,962.00	\$ 2,500.00	\$ 2,500.00
20	INTERPRETIVE SIGN MONUMENT, includes footing and masonry, etc. as shown on Sheet L1.03, L1.04 and L3.02, complete in place as specified and indicated in the plans. Signage panels and signage frames will be provided by the City.	2	EA	\$ 700.00	\$ 1,400.00	\$ 2,528.00	\$ 5,056.00	\$ 4,000.00	\$ 8,000.00
21	TRAIL MAP MONUMENT, includes footing and masonry, etc. as shown on Sheet L1.03 and L3.02, complete in place as specified and indicated in the plans. Signage panels and signage frames will be provided by the City.	1	EA	\$ 600.00	\$ 600.00	\$ 5,056.00	\$ 5,056.00	\$ 3,750.00	\$ 3,750.00
22	DRINKING FOUNTAIN LABOR, includes labor to install fountain (provided by the City), also including , drainage sump, cleanout, adjacent valves, etc., as shown on Sheets C1.00 and detailed on L3.02, complete in place as specified and indicated in the plans.	1	EA	\$ 1,400.00	\$ 1,400.00	\$ 6,356.00	\$ 6,356.00	\$ 1,500.00	\$ 1,500.00
23	1" and 1/2" WATER LINE, including reducer, piping,connect to drinking fountain, furnish and install, as shown on sheet C1.00, complete in place as specified and indicated in the plans.	1	LS	\$ 700.00	\$ 700.00	Included	Included	\$ 750.00	\$ 750.00
24	DOUBLE CHECK VALVE, furnish and install, as shown on sheet C1.00, complete in place as specified and indicated in the plans.	1	EA	\$ 700.00	\$ 700.00	Included	Included	\$ 700.00	\$ 700.00
25	HOSE BIB, furnish and install, as shown on sheet C1.00, complete in place as specified and indicated in the plans.	1	EA	\$ 300.00	\$ 300.00	Included	Included	\$ 500.00	\$ 500.00

KERRVILLE - LOWRY PARK TRAIL IMPROVEMENTS
(PW12-009)
Manual Bid Tabulation
Bid Opening August 11, 2015

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Office: (830) 816-5477

2 RL Rohde General Contracting, Inc.
4180 Stuart Road
Adkins, TX 78101
Office: (210) 649-3130

5

Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
26	BUFFALO SOD, to include sod for erosion control measures as required per Sheet EC1.00 and EC1.01, includes fine grading, raking, fertilization, and temporary irrigation as necessary to cover disturbed areas, complete in place as specified and indicated in the plans.	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 45,856.00	\$ 45,856.00	\$ 8,500.00	\$ 8,500.00
27	EROSION CONTROL MAT WITH SEED, to include erosion control mat and Rye grass seed as required per Sheet EC1.00 and EC1.01, also includes fine grading, raking, fertilization, and temporary irrigation as necessary to cover disturbed areas, complete in place as specified and indicated in the plans.	1	LS	\$ 7,200.00	\$ 7,200.00	\$ 16,856.00	\$ 16,856.00	\$ 10,000.00	\$ 10,000.00
28	LOW WATER CROSSING STRUCTURE, including excavation, dewatering, reinforced concrete boxes, concrete headwalls, concrete paving on top of culverts, concrete rip-rap, etc. and all necessary construction as detailed in structural drawings and specifications, complete in place as specified and indicated in the plans.	1	LS	\$ 209,168.00	\$ 209,168.00	\$ 250,856.00	\$ 250,856.00	\$ 150,000.00	\$ 150,000.00
TOTAL BASE BID ITEMS 1 - 28				\$ 536,268.00		\$ 593,894.00		\$ 600,000.00	



4040 Broadway St, Suite 600 • San Antonio, Texas 78209 • 210-298-3800 • FAX 210-298-3801

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Practical results
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August 18, 2015

Brian Crenwelge
Project Manager

City of Kerrville
2385 Bandera Hwy
Kerrville, TX 78028

Subject: Kerrville Lowry Park Improvements Project (PW12-009)
Recommendation of Award of Contract

Dear Mr. Crenwelge:

Listed below is the summary of bids for the Kerrville Lowry Park Improvements Project. A total of three bids were received on August 11th, 2015.

Summary of Bids:

<u>Bidders</u>	<u>Total Bid Amount</u>
1) Zimmerman Construction	\$ 536,268.00
2) HMC Huband-Mantor Construction, Inc.	\$ 593,894.00
3) RL Rohde General Contracting, Inc.	\$ 600,000.00

A copy of the bid tabulation is attached for your use and information.

Based on the City's previous experience with Zimmerman Construction and the Contractor's experience in Trail Construction, Freese and Nichols recommends that the City of Kerrville award the construction contract for this project to Zimmerman Construction in the amount of \$536,268.00

Please call me at (817) 735-7471 if you have any questions.

Sincerely,

Freese and Nichols, Inc.

A handwritten signature in blue ink that appears to read 'Matt Milano'.

Matt Milano RLA, LEED AP
Project Manager

Agenda Item:

3C. Council authorization for the City Manager to execute a construction contract with Intermountain Slurry Seal, Inc. for the 2015 Street Overlay Project in the amount of \$191,115.00, and authorize the City Manager to execute additional change orders which may exceed \$50,000.00, but will not exceed a total contract value of \$235,000.00. (staff)

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

SUBJECT: Council authorization for the City Manager to execute a construction contract with Intermountain Slurry Seal, Inc. for the 2015 Street Overlay Project in the amount of \$191,115.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$235,000.00.

FOR AGENDA OF: August 25, 2015

DATE SUBMITTED: August 20, 2015

SUBMITTED BY: Kyle Burow, E.I.T.
Interim Director of Engineering

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Bid Tabulation
Letter of Recommendation for Award

PAYMENT TO BE MADE TO: Intermountain Slurry Seal, Inc.
520 North 400 West
North Salt Lake, UT 84054

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$235,000.00	\$271,752.18	\$698,099.47	01-861-207-01

REVIEWED BY THE FINANCE DIRECTOR:

As part of the 2015 Street Maintenance Program, the city hired LNV, Inc. to develop design plans and specifications for overlaying 20 streets or 9.65 lane miles with a slurry seal overlay. The apparent low bid came within the City's budget. It allows the maintenance of the core streets included on the base bid in addition to all of those included on the bid alternatives. The bid was structured this way in order to maximize the use of the slurry seal budget.

Portions of the following streets will be overlaid:

Rodriguez
Hays
Clay
Quinlan
Tivy
Washington

North
Prescott
Stephen
Stonewall Street
Mockingbird Ln.
Manor
Warbler Drive
Crest Ridge Drive
Creekside Drive
Summer Loop
Fallow Drive
Caribou Ln
Al Mooney Road
Sand Bend Drive
Cailloux Theater Parking Lot. The theater parking lot will be funded and overlaid as part of the Cailloux Theater Support Facility Project.

Bidding was initiated in August with the bid opening held in August 20, 2015. Two bids were received with the apparent low bidder being Intermountain Slurry Seal, Inc.

Staff with assistance from LNV, Inc. evaluated the apparent low bidder. Based on the due diligence and the quality of the bid staff recommends awarding the slurry seal overlay project to Intermountain Slurry Seal, Inc. for a total project cost of \$191,115.00. Additionally, staff recommends authorizing the City Manager to execute additional change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$235,000.00.

RECOMMENDED ACTION

Authorize the City Manager to execute a construction contract with Intermountain Slurry Seal, Inc. for the 2015 Street Overlay Project in the amount of \$191,115.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$235,000.00.

BID TABULATION

CITY OF KERRVILLE
 2015 STREET OVERLAY PROJECT
 DATE: AUGUST 20, 2015

LNV, Inc.
 8918 TESORO DRIVE, SUITE 401
 SAN ANTONIO, TEXAS 78217
 PHONE: 210.822.2232
 FAX: 210.822.4032

				LNV, INC.		Intermountain Slurry Seal, Inc.		Viking Construction, Inc.	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
100.1	1	LS	Mobilization (Max 10% of Base Bid)	12,100.00	12,100.00	6,400.00	6,400.00	8,000.00	8,000.00
101.1	1	LS	Preparing Right-of-Way	4,000.00	4,000.00	3,700.00	3,700.00	500.00	500.00
207.1	22,000	SY	Single Course Bituminous Slurry Seal	5.00	110,000.00	2.40	52,800.00	3.22	70,840.00
530.1	1	LS	Barricades, Signs, and Traffic Handling	8,500.00	8,500.00	3,100.00	3,100.00	1,000.00	1,000.00
TOTAL BASE BID				134,600.00		66,000.00		80,340.00	
ADDITIVE ALTERNATE #1									
100.1	1	LS	Mobilization (Max 10% of Base Bid)	2,700.00	2,700.00	1,200.00	1,200.00	1.00	1.00
101.1	1	LS	Preparing Right-of-Way	1,000.00	1,000.00	700.00	700.00	115.00	115.00
207.1	4,900	SY	Single Course Bituminous Slurry Seal	5.00	24,500.00	2.20	10,780.00	3.22	15,778.00
530.1	1	LS	Barricades, Signs, and Traffic Handling	2,500.00	2,500.00	460.00	460.00	225.00	225.00
TOTAL ADDITIVE ALTERNATE #1 BID				30,700.00		13,140.00		16,119.00	
ADDITIVE ALTERNATE #2									
100.1	1	LS	Mobilization (Max 10% of Base Bid)	9,900.00	9,900.00	4,800.00	4,800.00	1.00	1.00
101.1	1	LS	Preparing Right-of-Way	1,500.00	1,500.00	2,400.00	2,400.00	425.00	425.00
207.1	18,600	SY	Single Course Bituminous Slurry Seal	5.00	93,000.00	2.20	40,920.00	3.22	59,892.00
530.1	1	LS	Barricades, Signs, and Traffic Handling	5,500.00	5,500.00	2,160.00	2,160.00	845.00	845.00
TOTAL ADDITIVE ALTERNATE #2 BID				109,900.00		50,280.00		61,163.00	
ADDITIVE ALTERNATE #3									
100.1	1	LS	Mobilization (Max 10% of Base Bid)	6,000.00	6,000.00	2,800.00	2,800.00	1.00	1.00
101.1	1	LS	Preparing Right-of-Way	2,500.00	2,500.00	1,400.00	1,400.00	250.00	250.00
207.1	10,900	SY	Single Course Bituminous Slurry Seal	5.00	54,500.00	2.20	23,980.00	3.22	35,098.00
530.1	1	LS	Barricades, Signs, and Traffic Handling	5,000.00	5,000.00	980.00	980.00	500.00	500.00
TOTAL ADDITIVE ALTERNATE #3 BID				68,000.00		29,160.00		35,849.00	
ADDITIVE ALTERNATE #4									
100.1	1	LS	Mobilization (Max 10% of Base Bid)	5,500.00	5,500.00	2,500.00	2,500.00	1.00	1.00
101.1	1	LS	Preparing Right-of-Way	1,000.00	1,000.00	1,300.00	1,300.00	250.00	250.00
207.1	10,200	SY	Single Course Bituminous Slurry Seal	5.00	51,000.00	2.20	22,440.00	3.22	32,844.00
530.1	1	LS	Barricades, Signs, and Traffic Handling	3,500.00	3,500.00	895.00	895.00	500.00	500.00
TOTAL ADDITIVE ALTERNATE #4 BID				61,000.00		27,135.00		33,595.00	
ADDITIVE ALTERNATE #5									
100.1	1	LS	Mobilization (Max 10% of Base Bid)	700.00	700.00	500.00	500.00	1.00	1.00
101.1	1	LS	Preparing Right-of-Way	500.00	500.00	500.00	500.00	40.00	40.00
207.1	1,400	SY	Single Course Bituminous Slurry Seal	5.00	7,000.00	3.00	4,200.00	4.00	5,600.00
530.1	1	LS	Barricades, Signs, and Traffic Handling	3,500.00	3,500.00	200.00	200.00	75.00	75.00
TOTAL ADDITIVE ALTERNATE #5 BID				8,200.00		5,400.00		5,716.00	
TOTAL OVERALL BID				412,400.00		191,115.00		232,782.00	



engineers | architects | contractors

SOLUTIONS TODAY WITH
A VISION FOR TOMORROW

August 21, 2015

Kyle Burow, E.I.T., C.F.M.
Project Engineer
City of Kerrville
701 Main Street
Kerrville, TX 78028

**RE: 2015 Street Overlay Project
Contract Award Recommendation**

Dear Mr. Burow,

Bids were received and opened August 20, 2015 at 3:00 p.m. Two (2) bids were received and the results are shown on the attached Bid Tabulation Form. The low bidder on the project is Intermountain Slurry Seal, Inc. with a Base Bid of \$66,000.00, Additive Alternate #1 Bid of \$30,700.00, Additive Alternate #2 Bid of \$50,280, Additive Alternate #3 Bid of \$29,160.00, Additive Alternate #4 Bid of \$27,135.00, and Additive Alternate #5 Bid of \$5,400.00 for a total Roll-Up Bid of \$191,115.00.

I have reviewed the Contractor's bid documents and, to the best of my knowledge and belief, Intermountain Slurry Seal, Inc. had the lowest and best qualified bid. It is my recommendation that the City of Kerrville award the construction contract for the 2015 Street Overlay Project to **Intermountain Slurry Seal, Inc.** in the amount of **\$191,115.00**.

Attached are the following:

1. One (1) copy of the Overall Bid Tabulation

If you have any additional questions, I can be contacted at 210-822-2232

Respectfully Submitted,
LNV, Inc.
TBPE Firm No. F-366

Bryan J. Spina, P.E., C.F.M.
Project Manager

Street Rehab 2015 Targeted Areas Map



Legend

- Reconstruction (Orange line)
- Overlay (Green line)
- Slurry Seal (Blue line)
- New Construction (Purple line)

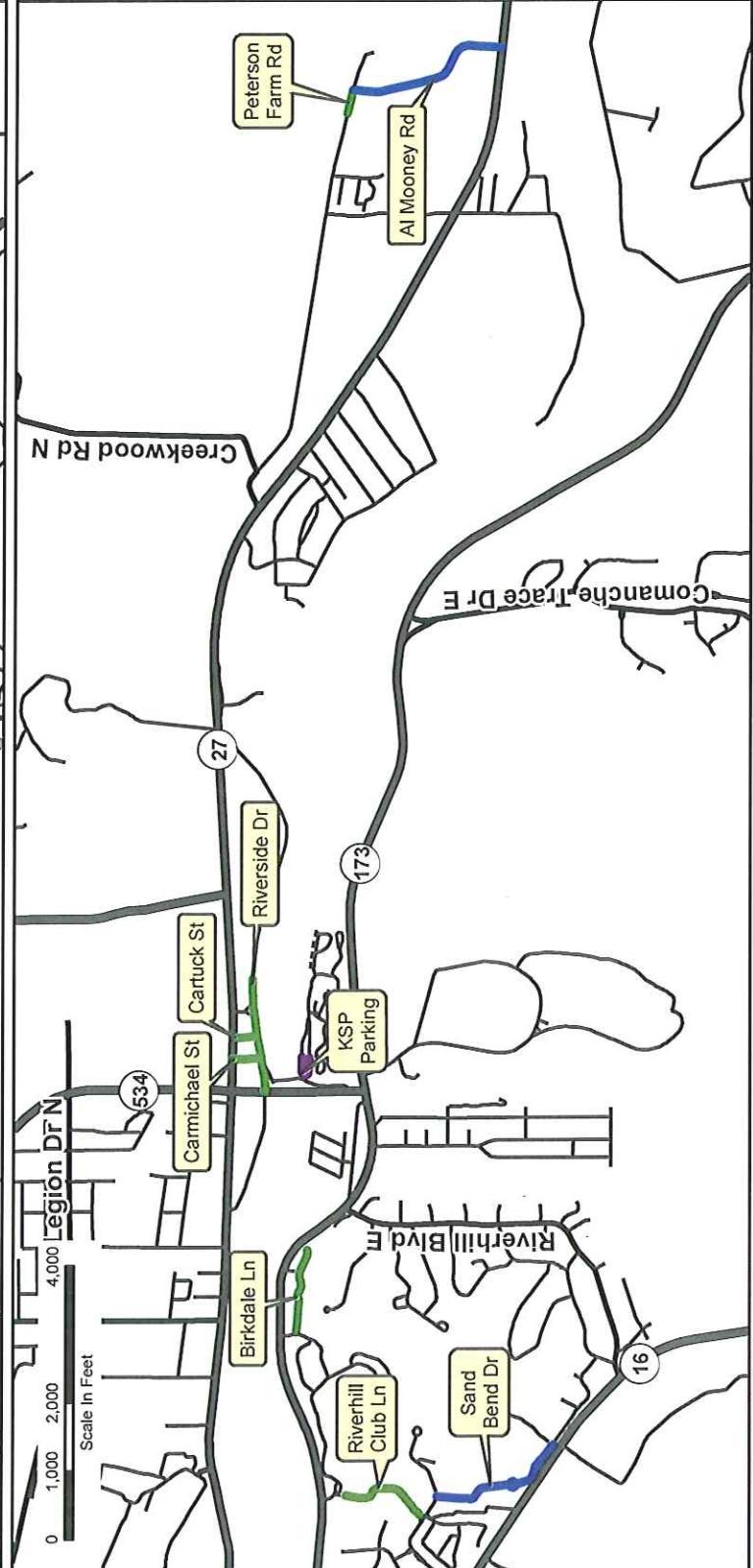
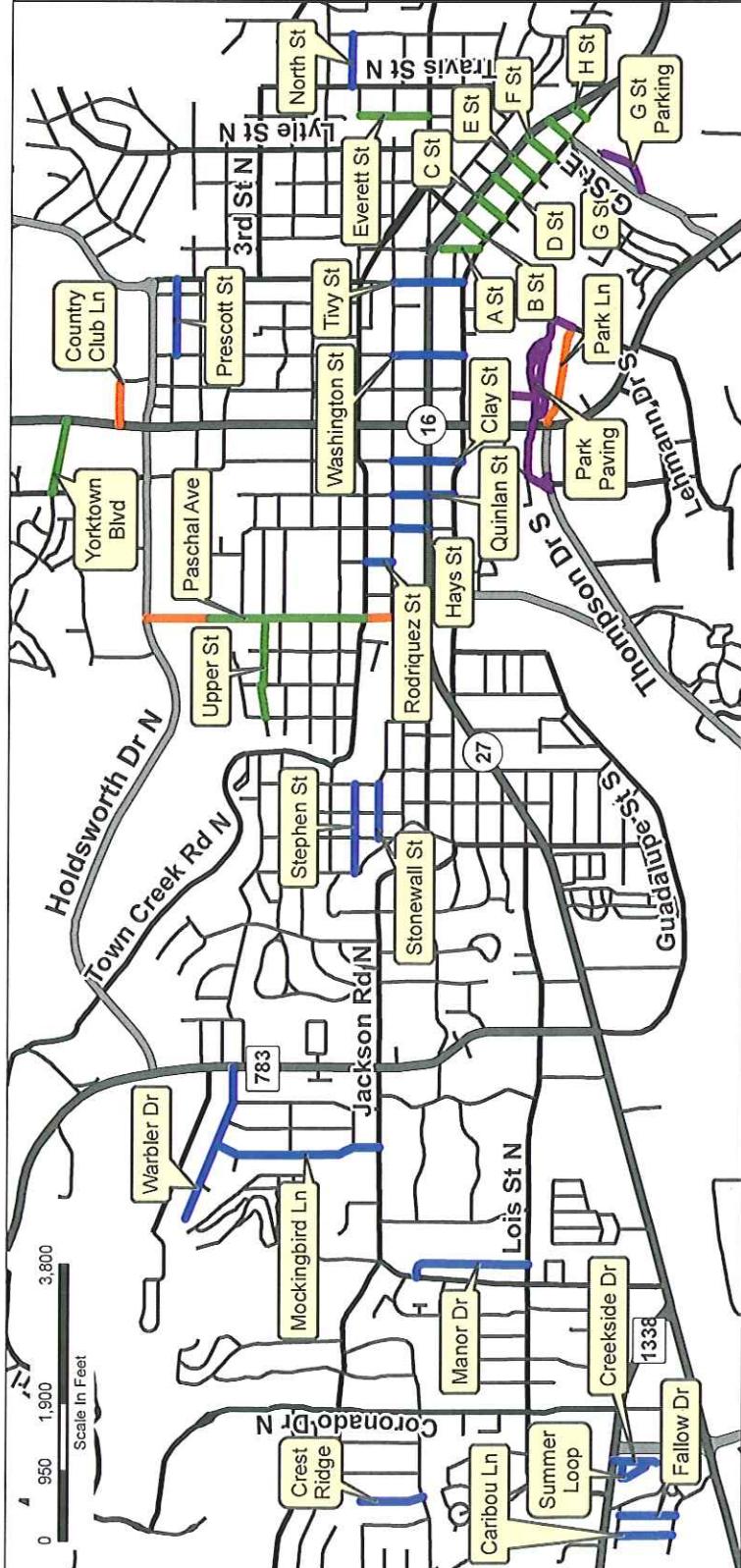
Streets

	Reconstruction	Slurry Seal
County Club Ln		Al Mooney Rd
Park Ln		Caribou Ln
Paschal Ave		Clay St
		Creekside Dr
		Crest Ridge
		Fallow Dr
		Hays St
		Manor Dr
		Mockingbird Ln
		North St
		Prescott St
		Quinlan St
		Reconstruction
		Rodriguez St
		Sand Bend Dr
		Stephen St
		Stonewall St
		Summer Loop
		Tivy St
		Washington St
		New Construction
		Louise Hays Park
		G St Parking
		KSP Parking

Road Miles: 9.5



Exported By: joyoung
Exported On: 3/24/2015 2:13 PM



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

Agenda Item:

4A. First public hearing for the annual budget for the City of Kerrville, Texas, Fiscal Year 2016; providing appropriations for each City Department and Fund. (staff)

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

SUBJECT: Public Hearing of proposed Budget for FY16

FOR AGENDA OF: August 25, 2015 **DATE SUBMITTED:** August 13, 2015

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

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The FY2016 proposed budget was presented to the City Council in a series of budget workshops and presentations beginning on June 9, 2015 and ending August 4, 2015.

The FY2016 proposed budget totals \$49,426,600 in revenues and \$48,231,567 in expenditures.

The proposed budget is on file in the city secretary's office, public library, as well as via the City's Website.

RECOMMENDED ACTION

Staff recommends that Council hold a public hearing on FY2016 proposed budget.

Agenda Item:

4B. 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 2015/Fiscal Year 2016

FOR AGENDA OF: August 25, 2016 **DATE SUBMITTED:** August 13, 2015

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

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

At the August 11, 2015 Council meeting, council voted to hold a public hearing to establish the proposed ad valorem tax rate ceiling for 2015 at \$0.5625/\$100 value. This rate exceeds the effective rate as calculated by the Tax Assessor-Collector of \$.0550369 by 2.20%. 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 8, 2015.

Agenda Item:

5A. Ordinance No. 2015-16, amending the city's "Zoning Code" by amending Article 11-I-10 "Residential Zoning Districts", Subsection (F) "RT" – residential transition district with respect to the uses of "Schools" and "Churches", as those terms are defined, within this district; 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: Second Reading of the Ordinance concerning a requested zoning text amendment to amend Chapter I, "The City of Kerrville Zoning Code" Article 11-1-10(f)(4) "RT" Residential Transition District to amend development regulations pertaining to Building Limit, Building Appearance, Off-Street Parking, Front Yard Requirement, Sign Restrictions, Churches and Schools.

FOR AGENDA OF: August 25, 2015

DATE SUBMITTED: August 17, 2015

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item concerns a second reading of the ordinance for a Zoning text amendment to amend Chapter I, "The City of Kerrville Zoning Code" Article 11-1-10(f) "RT" Residential Transition District to specify and change development regulations pertaining to churches and schools.

The proposed amendments to the "RT" zoning regulations for non- residential uses is underlined (added) as follows:

(f) **"RT" - Residential Transition District:** In addition to other regulations set forth in the Zoning Code, property located in the "RT"- Residential Transition Zone shall be developed in accordance with the following regulations:

⋮

(4) **Churches and Schools:** Churches and schools are excepted from the development regulations set forth in subsections 11-I-10(f)(3)(i)-(v), above, and shall comply with the following:

(i) **Building Appearance:** The building shall be constructed with:

a a wood, masonry exterior, stucco, or cement fiber board;

b a roof consisting of materials and with a similar pitch to other residences in the adjoining neighborhood; and

- c a front door and window(s) on the side of the building facing the lot front."

Staff was directed by City Council at its regular meeting on July 16, 2015 to create an ordinance to amend the "RT" Zoning District. At the August 11, 2015 regular scheduled City Council meeting a public hearing was held, and City Council voted to approve this ordinance.

RECOMMENDED ACTION

Staff recommends that the Council conduct the second reading of the ordinance and take action for approval.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-16

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY AMENDING ARTICLE 11-I-10 "RESIDENTIAL ZONING DISTRICTS", SUBSECTION (F) "RT" – RESIDENTIAL TRANSITION DISTRICT WITH RESPECT TO THE USES OF "SCHOOLS" AND "CHURCHES", AS THOSE TERMS ARE DEFINED, WITHIN THIS DISTRICT; 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, legal 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 11, 2015, which considered a report of the City of Kerrville Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in revisions to Article 11-I-10 of the City's Zoning Code to add regulations with respect to the uses of a churches and schools within the Residential Transition District – "RT"; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on August 11, 2015, 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 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 properties 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-10 with respect to the uses of churches and schools within the Residential Transition District – "RT";

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

SECTION ONE. Article 11-I-10 "Residential Zoning Districts", subsection (f) "RT" – Residential Transition District of the City's Zoning Code is amended by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) as follows:

"(f) "RT" – Residential Transition District: In addition to other regulations set forth in the Zoning Code, property located within the "RT" – Residential Transition Zone shall be developed in accordance with the following regulations:

:

(4) Churches and Schools: Churches and schools are excepted from the development regulations set forth in subsections 11-I-10(f)(3)(i)-[~~(ii)~~](iv), above, and shall comply with the following:

(i) Building Appearance: The building shall be constructed with:

- a a wood, masonry exterior, rock, brick exterior, stucco, or cement fiber board;
- b a roof consisting of materials and with a similar pitch to other residences in the adjoining neighborhood; and
- c a front door and window(s) on the side of the building facing the lot front.”

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 11th day of August, A.D., 2015.

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the day
of , A.D., 2015.**

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

Agenda Item:

5B. Ordinance No. 2015-17, amending the city's "Zoning Code" by amending Article 11-I-6 "Zoning Districts-Central City" to amend the land use table for the central business district (CBD) to change the uses of "Death Care Services and "Printing" from requiring conditional use permits to uses permitted by right within this district; 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. (staff)

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

SUBJECT: Second Reading of the Ordinance concerning a requested zoning text amendment to amend Chapter I, "The City of Kerrville Zoning Code" 11-1-6 Central City Zoning Districts, to amend the land use table for the "CBD" Central Business District to change "Death Care Services" and "Printing" from a "C" Conditional Use Permit to a "P" Permitted Use.

FOR AGENDA OF: August 25, 2015

DATE SUBMITTED: August 17, 2015

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item concerns a second reading of the ordinance for a Zoning text amendment to amend Chapter I, "The City of Kerrville Zoning Code" 11-1-6 Central City Zoning Districts, to amend the land use table for the "CBD" Central Business District to change "Death Care Services" and "Printing" from a "C" Conditional Use Permit to a "P" Permitted Use.

The proposed amendments to the "CBD" Zoning Districts land use table is underlined (added) as follows:

NAICS Code	USE DESCRIPTION	NC	LC	RC	CBD	LI	I	AD	PI	PKNG. STND.	SPECIAL CONDITIONS
32311	Printing				<u>P</u>					11	
8122	Death Care Services				<u>P</u>					7	

Staff was directed by City Council at its regular meeting on July 16, 2015 to create an ordinance to amend the "CBD" Zoning District. At the August 11, 2015 regular scheduled City Council meeting a public hearing was held, and City Council voted to approve this ordinance per staffs recommendation.

RECOMMENDED ACTION

Staff recommends that the Council conduct the second reading of the ordinance.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-17**

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY AMENDING ARTICLE 11-I-6 "ZONING DISTRICTS-CENTRAL CITY" TO AMEND THE LAND USE TABLE FOR THE CENTRAL BUSINESS DISTRICT (CBD) TO CHANGE THE USES OF "DEATH CARE SERVICES" AND "PRINTING" FROM REQUIRING CONDITIONAL USE PERMITS TO USES PERMITTED BY RIGHT WITHIN THIS DISTRICT; 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, legal 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 11, 2015, which considered a report of the City of Kerrville Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in revisions to Article 11-I-6 of the City's Zoning Code to change the uses of "death care services" and "printing" from requiring condition use permits (CUP) to uses permitted by right within the Central Business District (CBD); and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on August 11, 2015, 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 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 properties 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-6 to change the uses of "death care services" and "printing" from requiring condition use permits (CUP) to uses permitted by right within the Central Business District (CBD);

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

SECTION ONE. Article 11-I-6 "Zoning Districts-Central City" of the City's Zoning Code is amended to change the uses of "death care services" and "printing" from requiring condition use permits (CUP) to uses permitted by right within the Central Business District (CBD), which is effectuated by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) to the schedule of permitted uses for the CBD as follows:

NAICS Code	USE DESCRIPTION	NC	LC	RC	CBD	LI	I	AD	PI	PKNG. STND.	SPECIAL CONDITIONS
32311	Printing				P [G]					11	
8122	Death Care Services				P [G]					7	

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 11th day of August, A.D., 2015.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the day of , A.D., 2015.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

6A. An Ordinance amending the budget for Fiscal Year 2015 to account for various changes to the City's operational budget, including revenue and expenditures related to the City's acquisition of an aerial fire truck and a vehicle replacement for the Police Department. (staff)

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

SUBJECT: First reading of an ordinance amending the FY2015 Budget

FOR AGENDA OF: August 25, 2015 **DATE SUBMITTED:** August 13, 2015

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

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 third amendment to the FY2015 budget, and includes budget amendments as per Attachment A.

RECOMMENDED ACTION

It is recommended that the City Council approve the first reading of an ordinance amending the FY2015 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-19**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2015
TO ACCOUNT FOR VARIOUS CHANGES TO THE CITY'S
OPERATIONAL BUDGET, INCLUDING REVENUE AND
EXPENDITURES RELATED TO THE CITY'S ACQUISITION OF AN
AERIAL FIRE TRUCK AND A VEHICLE REPLACEMENT FOR THE
POLICE DEPARTMENT**

WHEREAS, Ordinance No. 2014-15, dated September 23, 2014, adopted the Fiscal Year 2015 Budget; 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 2015 is amended as set forth in **Attachment A**.

PASSED AND APPROVED ON FIRST READING, this the _____ day of _____, A.D., 2015.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2015.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Fund	Account Number	Description	Amount
General Asset Replacement	18-6502	Cailloux Loan	995,355.00
General Asset Replacement	18-800-503	Aerial Fire Truck	995,355.00
General Fund	01-6989	Miscellaneous Revenue	Record balance of loan proceeds and final payment for fire truck and equipment.
General Fund	01-854-504	Debris removing equipment	187,500.00
General Fund	01-6502	Cailloux Foundation	Record City portion of KPUB settlement
General Fund	01-854-202	Park Maintenance	80,000.00
General Fund	01-6458	Record reimbursement for park entrance and other landscaping in Louise Hays Park from Cailloux Foundation	
General Fund	01-6454	Mini Cabin Rental	10,834.94
General Fund	01-6455	RV Site Rental	10,834.94
General Fund	01-812-001	Premium Sites Rental	
General Fund	01-812-002	Salaries and Wages	6,000.00
General Fund	01-812-003	Overtime	2,000.00
General Fund	01-812-003	Part-time/Temporary Help	4,000.00
General Fund	01-6701	Record increased attendance and camping revenue and required additional personnel hours to accommodate guests	
General Fund	01-800-918	Gain on Asset Disposal	45,000.00
General Asset Replacement	18-7001	Transfer Out	51,000.00
General Asset Replacement	18-800-503	Transfer In	51,000.00
General Asset Replacement	18-800-503	Vehicles	42,000.00
Police Special Programs	07-24200	Recognize and record proceeds from sale of asset disposals, transfer proceeds to Asset Replacement Fund to purchase replacement vehicles and equipment	
Police Special Programs	07-6907	Program Income	54,003.97
Police Special Programs	07-800-102	Cash Seizures Awarded	54,003.97
Police Special Programs	07-800-102	Computer/Audio/Video Equipment for vehicles	160,000.00
General Asset Replacement	18-6989	Purchase equipment using program income and accumulated cash balance	
General Asset Replacement	18-800-503	Miscellaneous Revenue	26,289.00
General Asset Replacement	18-800-503	Vehicles	35,000.00
General Asset Replacement	18-800-503	Record proceeds from insurance company due to accident and replace totaled vehicle	

Agenda Item:

7A. Rule 7.4 Council Liaisons, Procedural Rules for Meetings-Kerrville City Council to clarify role of Councilmembers. (Mayor Pratt)

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

SUBJECT: Review of Rule 7.4 and City Council responsibilities as board and commission liaisons

FOR AGENDA OF: Aug. 25, 2015 **DATE SUBMITTED:** Aug. 19, 2015

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Liaisons to city boards and commissions have defined responsibilities and some boards/commissions must operate with complete autonomy. It is important for the City Council to remain within the state guidelines as individual council members fulfill their liaison assignments.

RECOMMENDED ACTION

This item is for discussion only and no specific action is required.

Agenda Item:

8A. City of Kerrville's allocated portion of a Kerrville Public Utility Board extraordinary income. (Councilmember Fine)

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

SUBJECT: City of Kerrville's allocated portion of a Kerrville Public Utility Board (KPUB) extraordinary income

FOR AGENDA OF: Aug. 25, 2015 **DATE SUBMITTED:** Aug. 19, 2015

SUBMITTED BY: Stephen Fine
Council Place 1

CLEARANCES: Todd Parton
City Manager

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City of Kerrville has received an allocation of 3% of a KPUB extraordinary income. This represents the city's portion of the proceeds from the settlement agreement negotiated with LCRA that brought close to a breach of contract lawsuit filed against LCRA.

The allocation is remitted to the General Fund of the City of Kerrville pursuant to the city of Kerrville's franchise ordinance that created KPUB.

RECOMMENDED ACTION

Discuss the allocated proceeds of the settlement agreement and provide direction to city staff for the use of the funds.

Agenda Item:

8B. Republic Services discussion regarding transition issues and automated solid waste and recycling collection services. (Republic Services)

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

SUBJECT: Update on Automated Collection Services

FOR AGENDA OF: 08/25/15

DATE SUBMITTED: 08/18/15

SUBMITTED BY: Stuart Barron
Director of Public Works

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount In Contingency:	Account Number:
\$	\$	\$	

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

On August 11, 2015, Mr. Tom Armstrong, Republic Services Municipal Manager gave a brief update on the transition to the new services and mentioned several deficiencies that have recently occurred. Mr. Armstrong also discussed the Recycling Center drop off location, and clarified certain requirements in response to several concerns from citizens.

Prior to his departure from the podium, Mr. Armstrong was asked to return with the Area Manager, Mr. Bill Rich to further discuss the difficulties the City of Kerrville has encountered. In addition, Council members requested what plan of action will occur to remedy the situation and earn the trust of the Citizens of this community.

Shortly after the Council meeting on August, 11, 2015, City Staff met with Republic Service representatives. Discussions included how this new collection system has improved the recycling rate and what is expected moving forward. Republic Services will present some figures on collections and where we stand since the program began. Republic Services, as well as City Staff recognizes that there will be a need for further education on proper cart usage. Republic Services will inform staffing on what steps will follow to improve this program and make it successful.

Agenda Item:

8C. Landowner petition for City to accept ownership of the drainage ditch in the Village Glen Subdivision (Village Glen homeowners)

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

SUBJECT: Landowner petition for the City of Kerrville to accept an earthen drainage channel in a portion of the Village Glen Subdivision

FOR AGENDA OF: Aug. 25, 2015 **DATE SUBMITTED:** Aug. 19, 2015

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

EXHIBITS: Property Owner Request Dated August 19, 2015
Plat Map Showing Affected Lots
Pictures of Drainage Channel

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *RP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Attached to this report is a letter signed by 11 property owners of the Village Glen subdivision who are requesting that the City of Kerrville accept the responsibility to repair and maintain an earthen drainage channel constructed along their rear property lines. The ditch impacts a total of 14 property owners and is located between Mountain Laurel Street and Foothills Drive, between Glenview Drive and Laurelwood Drive.

The drainage channel was constructed as part of the infrastructure installed with the Village Glen subdivision. It was built as part of a regional drainage system and accommodates surface drainage flows from Glenview Drive, Mountain Laurel Street, and the properties from due west that are at higher elevations. No drainage easement or drainage right-of-way was dedicated to the City of Kerrville through the final plat granting the city maintenance access. As a result, individual property owners have been responsible for maintaining that portion of the drainage channel located on the rear of their lot.

Due to the size of the channel and the large volume of flows that it conveys, it is extremely difficult for the individual property owners to adequately maintain. As a result, the channel now contains a significant amount of silt and rock debris that have reduced its conveyance capacity and causes water to pond. Standing water now breeds vermin and insects that have a significant impact on the quality of life and environmental health for the land owners and adjacent properties.

City staff has the equipment and capability to remove the silt, debris, and vegetation from the drainage channel and it would take an estimated 5 to 7 business days to complete the work. Drainage repair projects are scheduled for the fall after paving projects have been completed. It should be noted that the drainage from this channel continues to flow through a drainage facility that runs east of Laurelwood Street to a regional detention facility on the east side of Coronado Boulevard. This is another section of an earthen channel that also needs silt and debris removal. An easement(s) for this section would also be required.

Attached to this report are pictures that show the earthen drainage channels that have been constructed from Glenview Road to Coronado Boulevard.

I recommend that the City Council consider the reclamation of this channel primarily due to the following criteria:

1. It was designed and built to accommodate area flows and serves more than the immediately adjacent lots;
2. It was constructed as part of the infrastructure for an approved subdivision plat;
3. It is of a size and dimension that is difficult for individual homeowners to adequately maintain; and
4. It is a drainage system that has been significantly altered from its original state.

RECOMMENDED ACTION

It is recommended that the City Council direct staff to evaluate the drainage conditions along this channel, define options for its repair, and work with landowners to determine that they would be willing to donate the necessary drainage easements to the City of Kerrville. City staff further recommends that other similar situations within the community be identified and a drainage report provided back to the City Council within 60 days. This report should include policy recommendations for the public acceptance and maintenance of drainage systems.

Request for City Repair and Maintenance of Drainage Ditch

Date: August 19, 2015

To: City Council

From: Residents of Village Glen, Section One, Block 4,
Lots 1 through 9

Residents of Village Glen, Section Two, Block 1, Lots 12
through 19

Subject: Repair and Maintenance of Drainage Ditch

When the Village Glen subdivision was developed, it was built with a drainage ditch centered along the rear lot lines of each of our lots. This ditch was constructed to collect and convey stormwater from an area drainage basin. Private easements were designated by the subdivision plat to accommodate lot-to-lot drainage of this significant amount of stormwater. Additionally, the subdivision plat specified that each individual lot owner was required to maintain that portion of the ditch located on the rear of their lot.

The drainage ditch described above was constructed as a significant piece of drainage infrastructure. Due to its constructed size and the amount of drainage it was built to handle, it has gotten to a condition that was beyond the ability of the individual property owners to manage. Significant accumulations of silt and rock have now made the ditch nearly impossible to mow, water to pond, and insects to grow. It is now an extremely unhealthy situation.

Something must be done quickly to address this situation. Below are the signatures of 11 the ¹⁴₁₈ property owners

directly impacted by this ditch. We respectfully request that the City of Kerrville agree to repair this area drainage facility and assume its maintenance responsibility. This is appropriate since this ditch was constructed to accept and convey drainage from areas well beyond our respective lots.

Thank you for your time and assistance with this very critical issue.

- 1) Mary L. Abel
1724 Mountain Laurel View
- 2) Sylvia C. Valencia
1733 Mountain Laurel View
M. Ben L. Valencia
- 3) Sharon Mason
JPMason 1728 Foothills Dr.
- 4) Deanne M. Bend
1708 Foothills Dr.
- 5) Barbara Johnson
Dawn W Johnson
1700 Foothills Dr.
- 6) Melba Sosa 1701 Mt Laurel view
- 7) Lisa Conrad 1713 Mountain Laurel
- 8) Dail Bruce
Dail Bruce 1732 Foothills Dr.
- 9) Cecil Holden Jr.
1709 Mountain Laurel
- 10) Sharon Isham - 1704 Foothills Dr.
Lynn Isham 1704 Foothills Dr

11. Phillip & DEBRA COPPIN
1725 Mountain Laurel View N
Debra
Debra L. Coppin

14 owners

Village Glen, Section One, Block 4, Lots 1 - 9

Foothills

Lot	Address	Name	
✓ 1	1732	Bruce	8-14-15 8-16-15 not@ home sign
✓ 2	1728	Mason	8-14-15 sign
3	1720	Thatcher	8-14-15 made copy of report
4	"	"	
5 partial	"	"	2 1/2 lots
✓ 5 partial	1708	Bernard	8-14-15 2 1/2 lots sign
✓ 6	"	"	
✓ 7	"	"	
✓ 8	1704	Isham	8-14-15 8-16-15 8-16-15 8-17-15 not@ home not@ home sign
✓ 9	1700	Johnson	8-14-15 sign

Village Glen, Section 2, Block 1, Lots 12-19

Mountain Laurel

Lot	Address	Name	
✓ 12	1733	Valencia	8-14-15 sign
✓ 13	1729	Abell	8-14-15 sign
✓ 14	1725	Coppin	8-14-15 8-16-15 8-18-15 vacation vacation sign
15	1721	Chestnut	8-14-15 8-16-15 no answer will not answer
16	1717	Nesbitt	8-14-15 8-16-15 vacation one of town til mid Sept.
✓ 17	1713	CONRAD Andrews	8-14-15 8-16-15 not at home sign
✓ 18	1709	Holden	8-15-15 8-16-15 8-16-15 not@ home not@ home sign
19 partial	"	"	
✓ 19 partial	1701	Sosa	8-14-15 sign

***1701 - Sosa owns partial of Lot 19 in this section and
Lot 10 in Block 4 Sect 1 as part of first grouping above, but not on the list



Village Glen drainage channel looking east from Glenview Street (highest beginning elevation). This is not maintained by the City of Kerrville.



Village Glen drainage channel looking west from Laurelwood Street (lowest elevation where flow exits the platted block). This is not maintained by the City of Kerrville.



Village Glen drainage channel headwall where flow is discharged to culverts under Coronado Drive. This is not maintained by the City of Kerrville.



Drainage basin on east side of Coronado Boulevard that accepts flow from Village Glen channel and other development to the north. This is maintained by the City of Kerrville.



Additional areas that send surface drainage flows into the Village Glen drainage channel.

The top image looks north on Glenview Road and the image right looks south on Glenview Road.



Agenda Item:

8D. Interlocal Agreement Pursuant to the Interlocal Cooperation Act Texas
Government Code, Chapter 791 Texas Community Development Block Grant
Contract 7214025. (staff)

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

SUBJECT: Kerrville South Wastewater Project Phase 6

FOR AGENDA OF: 08/25/15

DATE SUBMITTED: 08/19/15

SUBMITTED BY: Stuart Barron
Director of Public Works

CLEARANCES: Kristine Day
Deputy City Manager

EXHIBITS: Interlocal Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount In Contingency:	Account Number:
\$	\$	\$	

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Kerrville South Wastewater Project (KSWWP) phases I-V have provided over 180 sewer connections to Kerr County residence. Many of the 180+ homes now being served, previously had sub-standard septic systems which contaminated shallow groundwater and area streams.

Phase VI, the final phase of the KSWWP will provide wastewater service to the Park Hill Apartments. The apartment complex is located outside of the city limits and would add an additional 46 connections. In addition, phase 6 will increase the capacity of the existing sewer lift station to handle the 46 new connections.

Phase 6 will be funded as the previous phases have been, by a Texas Community Development Block Grant.

Recommendations

Approval for the City Manager to execute the Interlocal Agreement with Kerr County concerning the Texas Community Development Block Grant.

STATE OF TEXAS §

INTERLOCAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT
Contract 7214025

KERR COUNTY §

This AGREEMENT is made between KERR COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the CITY OF KERRVILLE, hereinafter referred to as the CITY, acting through its City Council.

The COUNTY agrees to use grant funds from Contract TXCDBG No. 7214025, hereinafter referred to as the GRANT, to construct improvements to the CITY's public sewer system in the Kerrville South Colonia area including constructing the sewer infrastructure needed to provide sewer service to the Park Hill Apartment Complex located on Ranchero Road, as well as a number of applicant-eligible homes (the number of which will be determined based upon capacity analysis) within the Kerrville South Colonia, and to upgrade the City's lift station on Quail Valley Dr. The term of this Agreement shall be from May 28, 2015, until the GRANT is administratively closed by the Texas Department of Agriculture, hereinafter referred to as TDA. However, in any event, this Agreement shall terminate on November 23, 2017, unless extended by the parties. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

The COUNTY shall:

1. Execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the CITY, and TDA.
4. Require its project engineer to develop all schedules, plans and specifications, including any bid alternates or subsequent modifications, in consultation with and approval by CITY staff.
5. Require its project engineer to use the current City of Kerrville Standard Specifications for Subdivision Construction design criteria with a provision that design flows from the proposed Quail Valley lift station improvements not exceed system capacity.
6. Provide pre-bid project design plans and specifications to the CITY staff for its review and approval prior to bid authorization by the COUNTY.
7. Enter into a contract with a qualified contractor to construct GRANT improvements in accordance with the CITY-approved plans and specifications.
8. Submit change orders to CITY staff for review and approval prior to their submittal to TDA for review or approval.
9. Maintain at its sole discretion the right to award construction contracts or approve change orders that would result in its obligation to pay for costs that exceed available GRANT funds so long as any contract or change order meets the current City of Kerrville Standard Specifications for Subdivision Construction design criteria through the process described in 4-6, 8 (supra).
10. Ensure that the CITY shall not be responsible for any costs with respect to the GRANT, this Agreement, or the project, except for costs associated with a violation or early termination of this Agreement by the CITY.
11. Require construction contractor(s) to comply with CITY requirements regarding the CITY's inspection and oversight.

12. Transfer all GRANT improvements to the CITY upon approval of the Certificate of Construction Completion and Final Acceptance as issued by the CITY. In order to effectuate the transfer, the COUNTY shall prepare and send to the CITY a bill-of-sale, easements, or comparable instrument, to legally convey and transfer such improvements to the CITY.
13. Provide any matching funds that it has separately committed by resolution of its Commissioners' Court.
14. Grant access to the CITY for maintenance of equipment in COUNTY right of way.

The CITY shall:

1. Comply with the federal conflict of interest provisions at 24 CFR 85.36(b)(3) and 570.489(h) relating to the purchase of goods or services through this grant.
2. Provide reasonable assistance to COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
3. Provide public sewer services to all beneficiaries of this project at its officially adopted utility rates, which CITY, in its sole discretion, may change at any time with or without notice to COUNTY.
4. Accept ownership and responsibility for maintenance and operation of all GRANT improvements upon transfer by the COUNTY at the time the Certificate of Construction Completion is approved and upon Final Acceptance as issued by the CITY.
5. Not be responsible for any costs, deficiencies in funding, or cost overruns resulting from the project, other than staff time for review and City inspections.
6. Not direct the Contractor in the field to perform work without first obtaining COUNTY approval, which will not be unreasonably withheld.
7. Not unreasonably withhold approval where it is required in this Agreement.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the CITY or any third party. Nothing herein shall be construed to create any rights in third parties.

KERR COUNTY, TEXAS

CITY OF KERRVILLE

Tom Pollard
County Judge

Jack Pratt, Jr.
Mayor

Date

Date

ATTEST:

ATTEST:

Rebecca Bolin, County Clerk

Brenda Craig, City Secretary

Agenda Item:

8E. Donation of city's recycling trailer to Kerr County. (Councilmember Fine)

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

SUBJECT: Donation of recycle center trailer to Kerr County

FOR AGENDA OF: Aug. 25, 2015 **DATE SUBMITTED:** Aug. 19, 2015

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required: \$0	Current Balance in Account: \$0	Amount Budgeted: \$0	Account Number:
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PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City of Kerrville owns a trailer that was purchased to provide recycling services. This trailer was purchased through an Alamo Area Council of Governments (AACOG) grant for the recycling center. With the change in recycling center operations this trailer is no longer needed for city operations and is housed at the city's public works facility.

Should the trailer be donated, an agreement between the city and county would be required to ensure that it will continue to be used for recycling purposes and that it would be returned to the city in the event the county did not use it for those purposes.

RECOMMENDED ACTION

I recommend that the City Council direct city staff to write an agreement to donate the recycle trailer to Kerr County and that the agreement include a provision for the return of the trailer to the city should it no longer be used for recycle services.

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 25, 2015 *DYF* **DATE SUBMITTED:** August 21, 2015

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

EXHIBITS: Economic Update

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

No action required information purposes only.

City of Kerrville
Month ending July 31, 2015
(Month 10 of FY15 Budget)

	Current Month	Year To-Date	Budget @ 83.33%	Prior Year To-Date		
General Fund						
Total Revenues	\$1,068,223	\$21,011,079	86.21%	\$19,706,923		
Property tax	\$29,938	\$8,503,035	97.86%	\$8,238,000		
Sales tax	\$476,710	\$5,104,018	84.87%	\$4,802,402		
Total Expenditures	\$2,217,982	\$18,658,908	76.56%	\$17,553,883		
Water and Sewer Fund						
Total Revenues	\$781,979	\$7,398,170	74.98%	\$8,254,128		
Water Sales	\$371,594	\$3,487,683	67.18%	\$3,798,081		
Sewer Service	\$305,805	\$3,066,459	78.63%	\$3,167,621		
Expenditures	\$589,593	\$9,439,438	95.67%	\$8,129,513		
Hotel/Motel:						
Revenues	\$111,174	\$861,706	85.38%	\$814,610		
Expenditures	\$229,750	\$913,974	93.34%	\$887,281		
Unemployment: (June)		Consumer confidence: (June)				
National	5.3%	National	101.4% up 19% over 2014			
Texas	4.2%	Texas	136.4% up 4.4% under 2014			
Local	3.7%	(Sources: State Comptroller/Workforce Alamo)				
Building Permits Issued:		Housing:				
	Res	Com	<i>Local:</i>			
Oct	4	0	646 active residential listings; 69 residential sales July 2015			
Nov	7	0	\$15,350,631 total residential sales dollars for July 2015			
Dec	7	1	\$103,834,812 total residential sales dollars Y-T-D for 2015			
Jan	4	1	(Source: Kerrville Board of Realtors)			
Feb	4	1				
Mar	8	5	Water			
Apr	2	1	Residential - 8,022 accounts serving 10,630 units			
May	2	3	Commercial - 1,215 accounts serving 1,415 units			
June	10	9	Irrigation - 535 accounts; 5 re-use accounts			
July	6	1	Sewer			
Aug			Residential - 7,855 accounts serving 10,433 units			
Sept			Commercial - 1,098 accounts serving 1,283 units			
YTD	54	22				