

**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR COUNCIL MEETING, MAY 22, 2018, 6:00 PM**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION:**

offered by Mayor Bill Blackburn.

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**1. 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.

**2. 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.

**3. PRESENTATIONS:**

3.A Certificate of Recognition to The Family of James Avery.

[\*\*James Avery Certificate of Recognition.pdf\*\*](#)

3.B Resolutions of Commendation for Catharine Buchanan, Kayla Buck, Roman Garcia, Sydney Garcia, Grace Guerriero, Maria Hall, Chloe Keen, Ernest Layton, Li Zhengjun, Kaleb McCutcheon, Molly Murphy, Mason Olmstead, Mason Roberts, Ileana Scoccia, Jessica Tran, and Aidan Smith for their service on the Mayor's Youth Advisory Board.

[\*\*AB MYAC Resolutions of Commendation.docx\*\*](#)  
[\*\*MYAC Resolutions of Commendation 2018.pdf\*\*](#)

3.C Proclamation proclaiming June 2, 2018, as Kerrville Elks Lodge Day.

[\*\*Proclamation, Elks.pdf\*\*](#)

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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: May 18, 2018 at 10:30 am and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

**4. CONSENT AGENDA:**

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

4.A Independent contractor agreement with Celeste Hamman for an adult swim clinic at the Olympic Pool.

[AB - Agreement with Celeste Hamman for Adult Swim Clinic](#)

[5.22.2018.docx](#)

[Contract with Celeste Hamman.pdf](#)

4.B Purchase of one 2018 Freightliner dump truck through BuyBoard Purchasing Cooperative in the amount of \$85,666.00.

[AB Freightliner.docx](#)

**END OF CONSENT AGENDA**

**5. CONSIDERATION AND POSSIBLE ACTION:**

5.A Kerrville-Kerr County Joint Airport Board fiscal year 2018-2019 budget.

[AB airport budget.docx](#)

[Airport Board Budget.pdf](#)

5.B Authorization to negotiate a professional services agreement for an aquatics feasibility study.

[AB - Authorization to negotiate a professional services agreement for the Aquatics Feasibility Study 5.22.2018.docx](#)

[RFQ Rating Tabulation.docx](#)

5.C Appoint Mayor Pro Tem.

[AB Mayor Pro Tem.docx](#)

**6. INFORMATION & DISCUSSION:**

6.A Financial update for the month ended April 30, 2018.

[AB Financial Update 4-30-18.docx](#)

[financial update presentation April 2018.pdf](#)

**7. BOARD APPOINTMENTS:**

7.A Appointments to the City of Kerrville, Texas Economic Improvement Corporation.

[AB EIC appointments.docx](#)

[Economic Improvement Corporation.docx](#)

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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: May 18, 2018 at 10:30 am and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig

City Secretary, City of Kerrville, Texas

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7.B City Council appointments to: Airport Planning Committee, Economic Improvement Corporation, Kerr Economic Development Corporation, Playhouse 2000, and Recovery Community Coalition.

[AB 2018 council appointments.docx](#)  
[2018 Board sheets for 5-22-18 CC Meeting.pdf](#)

7.C Appointment to the Kerrville-Kerr County Joint Airport Board.

[AB airport board appointment 2018.docx](#)  
[Airport Board.docx](#)  
[Airport application, Miller.pdf](#)

**8. CITY MANAGER'S REPORT**

**9. ITEMS FOR FUTURE AGENDAS**

**10. EXECUTIVE SESSION:**

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

**10A. Section 551.087:**

Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act, Section 551.087, discussion regarding commercial or financial information received from a business prospect(s) and/or to deliberate the offer of a financial or other incentive to a business prospect(s).

**11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY**

**ADJOURNMENT.**

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: May 18, 2018 at 10:30 am and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

**CERTIFICATE OF RECOGNITION**  
IS HEREBY PRESENTED TO  
**THE FAMILY OF JAMES AVERY**

James Avery, founder of James Avery Artisan Jewelry passed into the arms of our Lord on Monday, April 30, 2018, at the age of 96.

He was a dynamic, creative and generous man who touched the lives of many people throughout the world during his lifetime through his work, his art, and his giving spirit.

He had a great love for the community and continues to bring great honor and distinction to Kerrville through his legacy. His generosity can clearly be seen throughout the Texas Hill Country.

Together, the City of Kerrville and the entire City Council honor the remarkable life of James Avery.

Presented this 22 day of May, 2018.

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Bill Blackburn, Mayor

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Vincent Voelkel, Place 1

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George Baroody, Place 2

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Judy Eychner, Place 3

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Delayne Sigerman, Place 4





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

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**SUBJECT:** Resolutions of Commendation for Catharine Buchanan, Kayla Buck, Roman Garcia, Sydney Garcia, Grace Guerriero, Maria Hall, Chloe Keen, Ernest Layton, Li Zhengiun, Kaleb McCutcheon, Molly Murphy, Mason Olmstead, Mason Roberts, Ileana Scoccia, Jessica Tran, and Aidan Smith for their service on the Mayor's Youth Advisory Board.

**AGENDA DATE OF:** 5/22/2018

**DATE SUBMITTED:** 5/16/2018

**SUBMITTED BY:** Brenda Craig  
City Secretary

**CLEARANCE:** Mark McDaniel  
City Manager

**EXHIBITS:** Resolutions of Commendation

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| <b>Expenditure Required:</b> | <b>Current Balance in Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|------------------------------|------------------------------------|-------------------------|------------------------|
| \$0                          | \$0                                | \$0                     | N/A                    |

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

Resolutions of Commendation for Catharine Buchanan, Kayla Buck, Roman Garcia, Sydney Garcia, Grace Guerriero, Maria Hall, Chloe Keen, Ernest Layton, Li Zhengiun, Kaleb McCutcheon, Molly Murphy, Mason Olmstead, Mason Roberts, Ileana Scoccia, Jessica Tran, and Aidan Smith for their service on the Mayor's Youth Advisory Board.

**RECOMMENDED ACTION:**

Present Resolutions of Commendation.



**City of Kerrville**

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**RESOLUTION OF COMMENDATION**

**WHEREAS**, **CATHARINE BUCHANAN** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 27, 2017, and

**WHEREAS**, **CATHARINE BUCHANAN** 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 **CATHARINE BUCHANAN** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**City of Kerrville**

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**RESOLUTION OF COMMENDATION**

**WHEREAS**, KAYLA BUCK has served as a member of Mayor's Youth Advisory Council with the date of service beginning February 13, 2018, and

**WHEREAS**, KAYLA BUCK 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 KAYLA BUCK be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**City of Kerrville**

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**RESOLUTION OF COMMENDATION**

**WHEREAS, ROMAN GARCIA** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS, ROMAN GARCIA** 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 **ROMAN GARCIA** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**City of Kerrville**

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**RESOLUTION OF COMMENDATION**

**WHEREAS, SYDNEY GARCIA** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS, SYDNEY GARCIA** 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 **SYDNEY GARCIA** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**City of Kerrville**  
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**RESOLUTION OF COMMENDATION**

**WHEREAS**, **GRACE GUERRIERO** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 27, 2017, and

**WHEREAS**, **GRACE GUERRIERO** 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 **GRACE GUERRIERO** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**City of Kerrville**

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**RESOLUTION OF COMMENDATION**

**WHEREAS, MARIA HALL** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS, MARIA HALL** 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 **MARIA HALL** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**RESOLUTION OF COMMENDATION**

**WHEREAS, CHLOE KEEN** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS, CHLOE KEEN** 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 **CHLOE KEEN** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



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**RESOLUTION OF COMMENDATION**

**WHEREAS, ERNEST (TREY) LAYTON** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 27, 2017, and

**WHEREAS, ERNEST (TREY) LAYTON** 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 **ERNEST (TREY) LAYTON** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**RESOLUTION OF COMMENDATION**

**WHEREAS, ZHENGJUN LI** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS, ZHENGJUN LI** 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 **ZHENGJUN LI** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**RESOLUTION OF COMMENDATION**

**WHEREAS**, **KALEB MCCUTCHEON** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS**, **KALEB MCCUTCHEON** 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 **KALEB MCCUTCHEON** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**RESOLUTION OF COMMENDATION**

**WHEREAS, MOLLY MURPHY** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS, MOLLY MURPHY** 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 **MOLLY MURPHY** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**City of Kerrville**

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**RESOLUTION OF COMMENDATION**

**WHEREAS, MASON OLMSTED** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS, MASON OLMSTED** 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 **MASON OLMSTED** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

Brenda G. Craig, City Secretary

Bill Blackburn, Mayor

Vincent C. Voelkel, Councilmember

George Baroody, Councilmember

Judy Eychner, Councilmember

Delayne Sigerman, Councilmember



## City of Kerrville

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### RESOLUTION OF COMMENDATION

WHEREAS, **MASON ROBERTS** has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

WHEREAS, **MASON ROBERTS** 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 **MASON ROBERTS** be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**RESOLUTION OF COMMENDATION**

**WHEREAS**, ILEANA SCOCCIA has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS**, ILEANA SCOCCIA 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 ILEANA SCOCCIA be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**City of Kerrville**

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**RESOLUTION OF COMMENDATION**

**WHEREAS**, JESSICA TRAN has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS**, JESSICA TRAN 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 JESSICA TRAN be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember



**City of Kerrville**

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**RESOLUTION OF COMMENDATION**

**WHEREAS**, AIDAN SMITH has served as a member of Mayor's Youth Advisory Council with the date of service beginning June 13, 2017, and

**WHEREAS**, AIDAN SMITH 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 AIDAN SMITH be recognized for outstanding service as a member of the Mayor's Youth Advisory Council, 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 \_\_\_\_\_, 2018.  
ATTEST:

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Brenda G. Craig, City Secretary

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Bill Blackburn, Mayor

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Vincent C. Voelkel, Councilmember

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George Baroody, Councilmember

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Judy Eychner, Councilmember

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Delayne Sigerman, Councilmember

# PROCLAMATION

**WHEREAS**, The Kerrville Elks Lodge #2081 will celebrate its 60<sup>th</sup> Anniversary on June 2, 2018; and

**WHEREAS**, Since its beginning in 1958, lodge members have volunteered their time and resources to help those in need in our community, and served in all areas of the local, state, and national levels of the Elks Organization; and

**WHEREAS**, In the last 4 years, the Elk Members have distributed over \$80,000 to the Kerrville Community via Elks National Foundation grants for multiple projects that support our local youth, veterans, individuals with mental illness, and those in need. The Elks are a committed partner with VA hospitals and facilities across the nation and each year distribute over \$1,600 worth of personal items needed to support our local Kerrville Veterans Hospital residents and \$2,000 to help stock the Kerrville Veterans' Center. In the last two years the local Elks Lodge has raised \$30,000 for the Elks State Project for children with disabilities to attend a week long summer camp at the Elks Special Camp Facilities located in Ottine, Texas. In the last year, Kerrville Elks, their family members, and their friends have logged in over 4,000 hours and driven nearly 20,000 miles in support of these projects. The Elk Lodge Members actively participate in all projects by donating their time to provide a social interaction as "*Elks Care and Elks Share*"; and

**WHEREAS**, The Kerrville Elks Lodge is one of 1,894 Subordinate Lodges of the Benevolent and Protective Order of Elks that invest in their communities through programs that help children grow up healthy and drug-free, meet the needs of today's veterans, and improve the quality of life. Kerrville Elks Lodge #2081 was formally organized at a meeting held in the Terrace Room of the Bluebonnet Hotel on Thursday, May 8, 1958. During the first meeting of the original initiated members held on Monday, June 11, 1958, Mr. A.W. Farley was elected the first Exalted Ruler; and

**WHEREAS**, The first home of Kerrville Elks Lodge #2081 was located at 411 Main Street, and in the 1970s the lodge purchased the land and buildings located at 1907 Junction Highway. The present Lodge Building was originally a wood structure that sat in front of the current building, then the main portion of the current building was built in 1983/1984. The Lodge has always been active in the community and has steadily grown over the years and now numbers over 300 members.

**NOW, THEREFORE**, I, Bill Blackburn, Mayor, do hereby proclaim June 02, 2018 as

## KERRVILLE ELKS LODGE DAY

in Kerrville, and encourage all our citizens to congratulate the Kerrville Elks Lodge #2081 in celebrating their 60<sup>th</sup> Anniversary, and their good works for the Community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this 22 day of May, 2018.

\_\_\_\_\_  
Bill Blackburn, Mayor



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

**SUBJECT:** Agreement with Celeste Hamman for the use of the Olympic Pool for an adult swim clinic

**AGENDA DATE OF:** 5/22/2018

**DATE SUBMITTED:** 5/11/2018

**SUBMITTED BY:** Ashlea Boyle  
Director of Parks and Recreation

**EXHIBITS:** Agreement

| <b>Expenditure Required:</b> | <b>Current Balance in Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|------------------------------|------------------------------------|-------------------------|------------------------|
| \$0                          | \$N/A                              | \$N/A                   | N/A                    |

**PAYMENT TO BE MADE TO:**

**SUMMARY STATEMENT:**

Attached is an agreement with Celeste Hamman for providing programming services at the Olympic Pool. Ms. Hamman will host an adult swim clinic this summer. This clinic is for lap swimmers, fitness swimmers, triathletes, masters swimmers (18+ years), and seniors who are interested in competitive swimming. The cost is \$25 per participant. The City will collect the registration fee and will pay Ms. Hamman 90% of the gross revenue. Public private partnerships such as this are valuable because it allows the Parks and Recreation Department the ability to provide additional recreational opportunities for our community.

**RECOMMENDED ACTION:**

Approval of agreement.

## INDEPENDENT CONTRACTOR AGREEMENT (Swim Clinic)

This Independent Contractor Agreement (“**AGREEMENT**”) is made and entered into as of the date fully executed (“**Effective Date**”), by and between the City of Kerrville, Texas, a home-rule municipality of the State of Texas (“**CITY**”), and Celeste Hamman, M. Ed. (“**INDEPENDENT CONTRACTOR**”). CITY and INDEPENDENT CONTRACTOR may hereafter individually be referred to as “**Party**” or collectively referred to as the “**Parties**”.

### WITNESSETH:

**WHEREAS**, INDEPENDENT CONTRACTOR desires to provide its services to CITY pursuant to the terms and conditions contained in this Agreement;

**WHEREAS**, CITY desires to receive services from INDEPENDENT CONTRACTOR;

**NOW, THEREFORE**, for and in consideration of the mutual promises to each other, as hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** INDEPENDENT CONTRACTOR shall provide program services to CITY pursuant to the terms and conditions provided herein and as hereinafter set forth in **Exhibit A**, attached hereto and incorporated herein for all purposes (the “Services”).

2. **TERM.** This Agreement shall be effective as of the Effective Date and shall expire on the 4 day of June, 2018 (the “Term”).

3. **DUTIES OF INDEPENDENT CONTRACTOR.** During the Term of this Agreement, INDEPENDENT CONTRACTOR shall have the full and complete obligation and responsibility to provide all labor, services, employees, materials, and equipment required to provide the Services in accordance with the terms of this Agreement.

a. **No Employee Relationship.** INDEPENDENT CONTRACTOR, its employees, staff, agents, directors, or assigns are not agents, employees, or servants of CITY or its affiliates and shall not claim any

such status or rights associated with the same. Nothing contained herein shall authorize INDEPENDENT CONTRACTOR, its employees, staff, agents, directors, or assigns to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of, CITY, or its affiliates or to bind it in any manner.

b. **Timely Performance.** INDEPENDENT CONTRACTOR shall report to all scheduled classes or programs on time and be prepared to provide the Services. Failure by INDEPENDENT CONTRACTOR to timely report for a scheduled class or program or failure to be fully prepared to provide the Services shall constitute a breach of this Agreement for which CITY may, but is not obligated to, terminate this Agreement. Alternatively, CITY may withhold up to twenty-five percent (25%) of INDEPENDENT CONTRACTOR's fee for that particular class or program as a fee for failure to timely report for that scheduled class or program ("Late Fee"). If INDEPENDENT CONTRACTOR fails to report to said class or program at all for any reason, CITY may withhold up to one-hundred percent (100%) of INDEPENDENT CONTRACTOR's fee for that particular class or program as a fee for failure to timely report for that scheduled class or program ("No Show Fee"); it being fully acknowledged and agreed to by the Parties that the harm caused by any untimely performance or failure to be available by INDEPENDENT CONTRACTOR is incapable or difficult to estimate or cure and that the Late Fee and No Show Fee are reasonable estimates of just compensation to CITY for such breach.

c. **Warranty.** INDEPENDENT CONTRACTOR warrants to CITY that all materials and equipment to be furnished in connection with this Agreement have been properly inspected by INDEPENDENT CONTRACTOR and are of good quality and fit for their intended purpose and free from any defects, and that INDEPENDENT CONTRACTOR and its agents or employees performing under this Agreement have any and all licenses, certifications, permits, and other like authorizations and documents required by law to perform the Services or to be maintained by professionals providing similar services.

4. **TIME REQUIREMENTS.** INDEPENDENT CONTRACTOR, its employees, staff, agents, directors, or assigns shall devote, during the term of this Agreement, all of the time, energy, and skills necessary for the performance of the Services and shall periodically, or at any time upon request by CITY, submit any

reports requested by CITY including, but not limited to, time reports regarding the Services provided to CITY.

5. **FEES TO INDEPENDENT CONTRACTOR.** CITY shall pay INDEPENDENT CONTRACTOR on a "per program" basis for services in connection with this Agreement. The exact amount for each program shall be agreed upon in writing by CITY and INDEPENDENT CONTRACTOR prior to any work being performed, as set forth in attached **Exhibit B**. Said payment shall be subject to reduction as provided herein.

6. **RELATION OF THE PARTIES.** CITY retains INDEPENDENT CONTRACTOR only for the purposes and to the extent set forth in this Agreement, and INDEPENDENT CONTRACTOR's relationship to CITY shall, during the Term of this Agreement, be that of an independent contractor. CITY shall not withhold from sums becoming payable to INDEPENDENT CONTRACTOR, its employees, staff, agents, directors, or assigns hereunder, any amounts for State or Federal Income Tax, Unemployment Taxes, or for FICA (Social Security) Taxes, during the Term of this Agreement. Neither INDEPENDENT CONTRACTOR nor its employees, staff, agents, directors, or assigns shall be entitled to receive any benefits which employees of CITY are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of for the Services provided to CITY.

7. **TERMINATION.**

a. Unless permitted to terminate earlier pursuant to the provisions contained herein, CITY may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days' notice to INDEPENDENT CONTRACTOR. In the event of failure by INDEPENDENT CONTRACTOR to perform the Services as required by this Agreement with reasonable skill and diligence, CITY shall provide written notice to INDEPENDENT CONTRACTOR of specific deficiencies in performance and shall provide INDEPENDENT CONTRACTOR ten (10) calendar days from the date of such notification to cure said deficiencies to the satisfaction of CITY. If INDEPENDENT CONTRACTOR fails or is for any reason unable to cure said deficiencies, CITY may, at its sole discretion, but is under no obligation to, terminate this Agreement.

b. INDEPENDENT CONTRACTOR may terminate this AGREEMENT with or without cause and must provide at least forty-five (45) days' written notice prior to the termination of this Agreement. Failure by INDEPENDENT CONTRACTOR to provide said notice to CITY shall constitute a breach of this Agreement for which CITY may, but is not obligated to, immediately terminate this Agreement and any other current or future Agreement with INDEPENDENT CONTRACTOR to provide other similar services.

c. Failure of CITY to terminate this Agreement or to charge INDEPENDENT CONTRACTOR with a Late Fee or No Show Fee for any incident of INDEPENDENT CONTRACTOR reporting late to a scheduled class or program, or for failing to be prepared for a scheduled class or program, or for failing to provide prior notice for cancellation of a class or program shall not constitute a waiver of CITY's right to terminate this Agreement or charge fees as set forth herein for any future breaches for programs or classes covered by this Agreement or exercise any other remedies permitted herein, by law or in equity.

8. **RELEASE, DEFENSE, AND INDEMNITY.** CITY SHALL NOT BE LIABLE FOR, AND INDEPENDENT CONTRACTOR AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY ITS SUCCESSORS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS WHATSOEVER (INCLUDING CLAIMS OF THIRD PARTIES AND CLAIMS OF SPOUSES, HEIRS, SURVIVORS OR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF INDEPENDENT CONTRACTOR FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY (WHETHER REAL OR PERSONAL, OWNED OR LEASED) DAMAGE AND LOSS ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT AND THE SERVICES PROVIDED BY INDEPENDENT CONTRACTOR EVEN IF THE CLAIMS ARE CONTRIBUTED TO OR CAUSED BY THE JOINT, COMPARATIVE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF CITY. THE RELEASE, PROTECTION, DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS ASSUMED BY INDEPENDENT CONTRACTOR, AND THE LIMITATIONS AFFORDED TO CITY IN THIS PARAGRAPH INCLUDE ANY LIABILITY FOR EMPLOYMENT DISCRIMINATION AS PART OF THE CITY'S ADA, TITLE II, TITLE VI, TITLE VII OR OTHER COMPARABLE FEDERAL OR STATE CONTINUING LEGAL OBLIGATIONS

**TO ENSURE A DISCRIMINATION FREE WORKPLACE TO ITS OWN EMPLOYEES AND FACILITY, PROGRAM, PLAN OR SERVICE FOR THE PUBLIC.**

a. The indemnities contained in this Agreement shall only be effective to the maximum extent permitted by the applicable law, either legislative enactment or a controlling judicial decision. If such existing or future law limits in any way the extent to which indemnification may be provided to an indemnitee that is negligent, solely negligent, or otherwise at fault and, notwithstanding the choice of law provisions set forth herein, such law is applicable to interpretation of this Agreement, then this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by such law.

b. For the purposes of this Section 8, the phrase "arising out of or resulting from the performance of this Agreement" shall be broadly construed to include, but not be limited to, not only formal work, but also any occurrences at the work site, including transportation to and from the work (other than personal or public transportation to the work site), breaks of all kinds, including, without limitation, breaks for meals and/or rest, horseplay of all kinds, or volunteering of all kinds to assist others in their work.

9. **REMEDIES.** INDEPENDENT CONTRACTOR's sole remedy for a default by CITY shall be to terminate this Agreement. INDEPENDENT CONTRACTOR shall not be entitled to any economic or financial damages whatsoever from CITY or its respective affiliates, officers, directors, employees, agents, attorneys, successors and assigns.

10. **EXHIBITS.** All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied at full length herein.

11. **SEVERABILITY.** Any provision of this Agreement, which is invalid or unenforceable in any jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

12. **GOVERNING LAW/VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. This Agreement is performable in Kerr County, Texas, and therefore the parties agree that venue for any dispute under this Agreement is proper in that county.

13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

14. **HEADINGS FOR CONVENIENCE.** Section, subsection, and paragraph headings are inserted for convenience of reference only and shall not in any way affect the meaning and interpretation of this Agreement.

15. **LAWS AND ORDINANCES.**

a. **ADA COMPLIANCE WITH ALL APPLICABLE STATE & FEDERAL LAWS, TO INCLUDE BUT NOT LIMITED TO THE CIVIL RIGHTS ACT AND ADA, AS AMENDED.** INDEPENDENT CONTRACTOR shall comply with all provisions of Titles II, VI and VII of the Civil Rights Act, as amended, and the Americans with Disabilities Act (ADA), as amended. As such, all efforts will be made for reasonable modification of said program(s).

b. INDEPENDENT CONTRACTOR certifies that INDEPENDENT CONTRACTOR is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Gov't. Code, nor is it engaged in business with Iran, Sudan, or foreign terrorist organization as identified by the Texas Comptroller's office under Sections 806.051, 807.051 or 2252.152 of the Texas Gov't. Code.

**EXHIBIT A:** Independent Contractor Services ("Services")

**EXHIBIT B:** Independent Contractor Compensation

*[Remainder of page intentionally left blank.]*

*[Signatures on following pages]*

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement as follows:

**Independent Contractor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax I.D. No: \_\_\_\_\_  
Date: \_\_\_\_\_

**The City of Kerrville, Texas**

By: \_\_\_\_\_  
Mark McDaniel  
City Manager  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Brenda G. Craig  
City Secretary

Approved as to Form:  
By:   
Michael C. Hayes  
City Attorney

Approved as to Substance:

By: \_\_\_\_\_  
Ashlea Boyle  
Director of Parks and Recreation

**EXHIBIT A**  
**INDEPENDENT CONTRACTOR SERVICES**

**1. INDEPENDENT CONTRACTOR DUTIES:** INDEPENDENT CONTRACTOR (hereinafter sometimes referred to as "Instructor") will provide the following:

|                                    |   |
|------------------------------------|---|
| <b>Type of service/Instructor:</b> | 2 hour freestyle stroke development clinic for adults |
| <b>Name of class or activity:</b>  | Freestyle Stroke Development Clinic for Adults        |
| <b>Day(s)/Date(s) Scheduled:</b>   | June 3, 2018 (Sunday)                                 |
| <b>Time Scheduled:</b>             | 9:30 AM – 11:30 AM                                    |
| <b>Location:</b>                   | Kerrville Olympic Pool, 601 Olympic Drive             |

a. **Enrollments.** A minimum of 3 and a maximum of 30 paid enrollments must be received by CITY prior to commencement of the class or activity. CITY reserves the right to cancel any class or activity that does not meet the minimum enrollment requirements as determined at the sole discretion of CITY.

b. **Scope.** All materials, class supplies, labor, including set-up and tear-down, equipment and services required to be performed under this Agreement are to be provided by INDEPENDENT CONTRACTOR. CITY cannot purchase supplies for INDEPENDENT CONTRACTOR utilizing CITY's tax exempt status.

c. **Program and Participant Ratio Guidelines.** Instructor understands and acknowledges that Instructor-to-participant ratios are crucial to the success of any program, and the consideration of actual activities performed as well as the ages of participants will affect this ratio. INDEPENDENT CONTRACTOR must provide a safe program setting by providing appropriate supervision and instruction. CITY reserves the right to require additional supervision or program modification based on a mutually agreed upon state or national standard (e.g., Texas Department of Licensing and Regulation) to be provided by INDEPENDENT CONTRACTOR at the sole expense of INDEPENDENT CONTRACTOR based upon the program activities and ages of participants.

## 2. CITY DUTIES.

a. **Facilities.** CITY shall provide the facilities for use by INDEPENDENT CONTRACTOR and shall ensure that such facilities are in proper working order. INDEPENDENT CONTRACTOR will notify CITY immediately when repairs are needed. An on-call number is available to facilitate after-hours notification of repairs – 830-257-8181 (KPD Dispatch). While repairs are in progress, alternate facility accommodations may need to be made, but may not be guaranteed by CITY; it being understood that such failure to provide alternate facilities shall not be a breach of this Agreement.

b. **Registration.** CITY shall conduct registration, collect participation fees, and process class transfers or refunds for any and all programs and registrations related to programs and services provided by INDEPENDENT CONTRACTOR.

c. **Rosters.** CITY shall provide class/activity rosters to INDEPENDENT CONTRACTOR.

d. **Publicity.** CITY shall publicize the class or activity through the most appropriate medium as determined in the sole discretion of CITY. INDEPENDENT CONTRACTOR is authorized to conduct supplemental publicizing only utilizing materials preapproved by CITY.

e. **Monitoring.** CITY reserves the right to monitor classes and/or activities performed hereunder to ensure adequate quality services are being performed and that provisions of this Agreement and its Exhibits are being met. In addition, where required by law or in accordance with City policies, City will provide supervision to include life guard(s).

f. **Refund Policy.** INDEPENDENT CONTRACTOR agrees to abide by CITY refund procedures as set forth below:

- i. Full refunds will be given to participants who have registered for a class or program that has been cancelled by CITY.
- ii. If the participant requests a refund more than two (2) days prior to the start of any class or program, one day class or program or recurring class or program, they will receive a full refund less a \$20.00 service charge.

- iii. If the participant attends the 1<sup>st</sup> day of class or program and *for any reason is not satisfied* they will receive a full refund less the \$20.00 processing fee.
- iv. Participants must submit a refund request prior to the 2<sup>nd</sup> class/program meeting. After the 2<sup>nd</sup> day of class/program, NO refunds will be available. Participants may receive a credit to their account to use for a different program.
- v. Fees associated with online transactions are not refundable unless the class or program is canceled by CITY.
- vi. No cash refunds are given. A refund check may take up to three to four weeks to process and receive.

**3. MEDIA RELEASE.** INDEPENDENT CONTRACTOR hereby releases to CITY the right to use, publish, and reproduce, for all purposes, pictures, video recordings, and printed and electronic copy of any images of INDEPENDENT CONTRACTOR while performing the Services in any and all media, including, without limitation, the Internet and print media. INDEPENDENT CONTRACTOR further grants all right, title, and interest to CITY that may exist in the finished pictures, negatives, reproductions and copies of original prints, and further grant the right to exhibit the print in copies thereof for marketing, communications, and advertising purposes, as CITY deems fit. INDEPENDENT CONTRACTOR hereby waives the right to receive any payment for such release and waive the right to receive any such payment for the continued use thereof.

**EXHIBIT B**  
**INDEPENDENT CONTRACTOR COMPENSATION**

INDEPENDENT CONTRACTOR will be compensated ninety percent (90%) of all monies collected through registrations received for this program. Any and all refunds, satisfaction guarantee refunds, fees, or other deductions that are attributable to INDEPENDENT CONTRACTOR's program or services will be deducted from compensation to be paid to INDEPENDENT CONTRACTOR.

**1. PRIVATE INSTRUCTION FEES.** The INDEPENDENT CONTRACTOR will receive, as compensation, ninety percent (90%) of all fees collected through private instructional registrations received.

**2. CANCELLATIONS.** If for any reason any class/activity or program is cancelled, or INDEPENDENT CONTRACTOR does not conduct said class/activity session, then INDEPENDENT CONTRACTOR shall not be compensated for said class or session.

**3. PAYMENT SCHEDULE.** Payment(s) shall be made on the following schedules:

a. **One-Week Program or One-Day Program:** INDEPENDENT CONTRACTOR will receive one (1) payment, no later than twenty-one (21) days, after the conclusion of the programs and services. Any Late Fees or No Show Fees, as defined in this Agreement, shall be deducted from this payment. All payments to INDEPENDENT CONTRACTOR are based on the official roster that is maintained by the CITY.

b. **Two- to Six-Week Program:** INDEPENDENT CONTRACTOR will receive one (1) payment, no later than fifteen (15) days, after the conclusion of the programs and services. Any Late Fees or No Show Fees, as defined in the Agreement, shall be deducted from payment. All payments to INDEPENDENT CONTRACTOR are based on the official roster that is maintained by the CITY.

c. **More than Six-Week Program:** INDEPENDENT CONTRACTOR will receive one (1) payment no later than the fifteenth (15<sup>th</sup>) day after the first month of the program and a second and final payment, in addition to any drop in fees, no later than fifteen (15) days after the conclusion

of the program. Any Late Fees or No Show Fees, as defined in the Agreement, shall be deducted from the second payment to INDEPENDENT CONTRACTOR. All payments to the INDEPENDENT CONTRACTOR are based on the official roster that is maintained by the CITY.



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

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**SUBJECT:** Purchase of 2018 Freightliner dump truck through BuyBoard Purchasing Cooperative in the amount of \$85,666.00

**AGENDA DATE OF:** 5/22/2018

**DATE SUBMITTED:** May 17, 2018

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

**EXHIBITS:** None.

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| <b>Expenditure Required:</b> | <b>Current Balance in Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|------------------------------|------------------------------------|-------------------------|------------------------|
| \$85,666.00                  | \$695,975.00                       | \$86,000                | 18-1800-5200           |

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**PAYMENT TO BE MADE TO:** Freightliner of Austin

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**SUMMARY STATEMENT:**

The city has been making major investments in the street paving program over the past eight years. Dump trucks are a crucial component to the city's paving program. In order to keep the street paving program running at peak performance, staff is proposing to replace a 1998 International dump truck that has become worn out and unreliable. Replacement parts are difficult to locate, if available at all, and very expensive. This 1998 truck is scheduled for replacement in the FY2018 general operation budget.

Staff is proposing to purchase a new 2018 Freightliner dump truck with a M2-106 chassis, Cummins ISB 280HP, Allison 3500RDS, and a Warren 7/8 yards dump body with pintle hitch and hydraulics to operate an existing AC-620 tailgate spreader. This purchase will be made through BuyBoard, a purchasing cooperative used by government entities throughout Texas to comply with the state's bidding law and the city's purchasing policy.

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**RECOMMENDED ACTION:**

Approve purchase.



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

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**SUBJECT:** Kerrville-Kerr County Joint Airport Board fiscal year 2018-2019 budget.

**AGENDA DATE OF:** 5/22/2018

**DATE SUBMITTED:** May 8, 2018

**SUBMITTED BY:** Bruce McKenzie, Airport Manager

**EXHIBITS:** FY 2018-2019 budget

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|                                  |  |                         |                        |
|----------------------------------|--|-------------------------|------------------------|
| <b>Expenditure<br/>Required:</b> | <b>Current Balance in<br/>Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
| \$0                              | N/A                                    | N/A                     | N/A                    |

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**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

The Kerrville-Kerr County Joint Airport Board will present the FY 2018-2019 airport budget for consideration and approval.

**RECOMMENDED ACTION:**

The Kerrville-Kerr County Joint Airport Board recommends approval of the FY 2018-2019 airport budget.

**KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD**  
**BUDGET FOR FY 2012-2013**

## WITH BUDGET COMPARISON 2010-2017

|                        |           |         |         |         |         |         |         |         |         |         |
|------------------------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| *** TOTAL REVENUES *** | 1,285,693 | 440,487 | 430,232 | 405,027 | 380,514 | 432,313 | 421,025 | 440,080 | 392,548 | 391,801 |
|------------------------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

## KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

## BUDGET FOR FY 2018-2019

## WITH BUDGET COMPARISON 2010-2017

| Expenses   | County         |                |                | 2018           |                |                | 2019           |                |                    |                    |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|--------------------|--------------------|
|  | 2010<br>Actual | 2011<br>Actual | 2012<br>Actual | 2013<br>Actual | 2014<br>Actual | 2015<br>Actual | 2016<br>Actual | 2017<br>Actual | Approved<br>Budget | Proposed<br>Budget |
| <b>SALARIES &amp; BENEFITS</b>                     |                |                |                |                |                |                |                |                |                    |                    |
| 47-700-101 AIRPORT MANAGER                         | 76,000         | 80,000         | 81,833         | 82,447         | 84,260         | 84,543         | 84,589         | 87,538         | 87209              | 80000              |
| 47-700-102 OFFICE PERSONNEL PART TIME              | 23,494         | 25,144         | 27,954         | 23,584         | 26,536         | 26,478         | 25,683         | 25,269         | 27000              | 30930              |
| 47-700-104 AIRPORT MAINTENANCE STAFF               | 0              | 0              | 0              | 38,782         | 41,202         | 42,590         | 33,123         | 35,265         | 36000              | 36000              |
| 47-700-205 OVERTIME                                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                  | 0                  |
| 47-700-201 FICA                                    | 7,611          | 8,020          | 8,374          | 11,042         | 11,628         | 11,668         | 10,930         | 11,230         | 12144              | 11240              |
| 47-700-202 GROUP INSURANCE                         | 8,063          | 7,860          | 7,010          | 12,820         | 15,720         | 12,198         | 15,501         | 14,888         | 15920              | 26880              |
| 47-700-203 RETIREMENT                              | 10,954         | 11,542         | 12,414         | 15,768         | 15,444         | 18,241         | 16,711         | 17,993         | 18491              | 19578              |
| 47-700-204 WORKMAN'S COMP                          | 0              | 2,700          | 1,778          | 3,208          | 3,033          | 2,269          | 2,022          | 2,123          | 3300               | 3465               |
| 47-700-206 UNEMPLOYMENT INSURANCE                  | 0              | 0              | 0              | 0              | 250            | 0              | 0              | 250            | 250                | 250                |
| <b>TOTAL SALARIES &amp; BENEFITS</b>               | <b>126,122</b> | <b>135,265</b> | <b>139,362</b> | <b>187,651</b> | <b>198,073</b> | <b>197,987</b> | <b>188,559</b> | <b>194,556</b> | <b>200,314</b>     | <b>208,342</b>     |
| <b>AIRPORT</b>                                     |                |                |                |                |                |                |                |                |                    |                    |
| 47-800-008 PROFESSIONAL DEVELOPMENT                | 5,070          | 6,687          | 5,697          | 5,503          | 4,462          | 3,499          | 3,113          | 4,343          | 5000               | 5000               |
| 47-800-101 OFFICE SUPPLIES                         | 2,180          | 1,049          | 1,502          | 1,488          | 1,449          | 1,406          | 1,145          | 1,396          | 1500               | 1500               |
| 47-800-102 SMALL TOOLS AND EQUIPMENT               | 523            | 5,352          | 4,867          | 2,965          | <b>2,998</b>   | 3,000          | 2,881          | 2,996          | 3000               | <b>2000</b>        |
| 47-800-103 CHEMICAL AND MEDICAL SUPPLIES           | 3,919          | 4,000          | 1,680          | 522            | 3,881          | 0              | 0              | 268            | 2000               | <b>1000</b>        |
| 47-800-104 FUEL AND OIL SUPPLIES                   | 514            | 3,603          | 4,595          | 3,475          | 3,901          | 2,400          | 2,306          | 3,380          | 3000               | 3000               |
| 47-800-106 JANITORIAL SUPPLIES                     | 2,318          | 2,025          | 1,529          | 1,784          | 2,189          | 1,212          | 1,269          | 1,340          | 1800               | 1800               |
| 47-800-107 POSTAGE                                 | 451            | 71             | <b>-15</b>     | 186            | 200            | 191            | 40             | 138            | 250                | 250                |
| 47-800-108 UPS/FED-EX                              | 0              | 0              | 0              | 43             | 0              | 0              | 0              | 0              | 500                | <b>250</b>         |
| 47-800-109 COMPUTER SOFTWARE                       | 0              | 0              | 0              | 237            | 1,000          | 220            | 500            | 221            | 500                | 500                |
| 47-800-110 SOD, SEED, PLANTING, <b>LANDSCAPING</b> | 0              | 0              | 0              | 0              | 0              | 0              | 2,996          | 0              | 500                | 500                |
| 47-800-112 WEARING APPAREL                         | 0              | 0              | 0              | 1,740          | <b>1,973</b>   | 1,780          | 1,325          | 848            | 2000               | <b>1000</b>        |
| 47-800-201 MOWING CONTRACT                         | 29,864         | 25,771         | 31,622         | 22,537         | 37,593         | 37,500         | 30,000         | 30,000         | 37500              | 37500              |

## KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

## BUDGET FOR FY 2018-2019

## WITH BUDGET COMPARISON 2010-2017

| Expenses             | County                           | 2018             |                |                |                |                | 2019           |                |                |                |                |
|----------------------|----------------------------------|------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                      |                                  | 2010             | 2011           | 2012           | 2013           | 2014           | 2015           | 2016           | 2017           | Approved       | Budget         |
|                      |                                  | Actual           | Actual         | Actual         | Actual         | Actual         | Actual         | Actual         | Actual         | Budget         | Proposed       |
| 47-800-202           | BUILDINGS AND STRUCTURES         | 33,339           | 12,477         | 10,604         | 14,978         | 14,558         | 14,957         | 24,942         | 17,500         | 17,500         | 17,500         |
| 47-800-203           | VEHICLE MAINTENANCE              | 667              | 0              | 0              | 3,895          | 2,768          | 1,520          | 1,868          | 2,448          | 2,000          | 2,000          |
| 47-800-204           | OFFICE EQUIPMENT                 | 1,820            | 1,778          | 858            | 992            | 483            | 0              | 975            | 1,000          | 1,000          | 1,000          |
| 47-800-205           | INSTRUMENTS AND APPARATUS        | 7,492            | 14,765         | 3,619          | 5,994          | 2,998          | 3,600          | 4,341          | 4,798          | 5,000          | 3000           |
| 47-800-207           | TRAFFICE CONTROL DEVICES         | -331             | 5,695          | 917            | 0              | 0              | 0              | 0              | 0              | 0              | 0              |
| 47-800-210           | REPAIRS - GENERAL                | 0                | 0              | 1,243          | 2,431          | 2,422          | 1,407          | 627            | 1,500          | 1,500          | 1500           |
| 47-800-302           | PROPERTY INSURANCE (County)      | 0                | 0              | 0              | 1,069          | 7,500          | 5,009          | 6,653          | 9,021          | 7500           | 9169           |
| 47-800-303           | LIABILITY INSURANCE (City)       | 0                | 0              | 0              | 1,678          | 2,200          | 644            | 934            | 631            | 1750           | 745            |
| 47-800-305           | EQUIPMENT RENTAL                 | 276              | 2,694          | 2,690          | 1,983          | 2,738          | 2,625          | 2,478          | 2,515          | 2700           | 2700           |
| 47-800-306           | ADVERTISING                      | 0                | 111            | 326            | 390            | 384            | 567            | 575            | 415            | 600            | 600            |
| 47-800-307           | MARKETING                        |                  |                |                | 0              | 0              | 0              | 0              | 0              | 1500           | 1500           |
| 47-800-310           | MANAGEMENT CONTRACT              | 251,000          | 158,524        | 158,524        |                |                |                |                |                |                |                |
| 47-800-311           | LEGAL SERVICES                   | 0                | 7,910          | 4,594          | 4,938          | 4,931          | 4,551          | 3,661          | 5,348          | 6600           | 6600           |
| 47-800-312           | PROFESSIONAL SERVICES            | 0                | 8,307          | 8,984          | 18,260         | 28,581         | 9,341          | 10,507         | 8,600          | 13500          | 13500          |
| 47-800-401           | PHONE SERVICE - Cell Phones Only | 973              | 1,748          | 841            | 718            | 588            | 1,083          | 694            | 982            | 1300           | 1600           |
| 47-800-404           | WATER & SEWER                    | 937              | 686            | 457            | 470            | 620            | 882            | 813            | 1,211          | 1250           | 1250           |
| 47-800-405           | INTERNET PROVIDER                | 0                | 0              | 0              | 30             | 0              | 0              | 0              | 0              | 0              | 0              |
| 47-800-406           | LIGHT AND POWER                  | 10,598           | 10,662         | 11,125         | 13,469         | 15,620         | 20,048         | 15,826         | 17,544         | 18100          | 18100          |
| 47-800-503           | DUES AND SUBSCRIPTIONS           | 327              | 1,539          | 606            | 625            | 475            | 350            | 638            | 638            | 750            | 750            |
| 47-800-505           | OTHER CHARGES                    | 2,516            | 2,409          | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              |
| 47-800-509           | RESERVE FOR COMMITTED CAPITAL    | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 1145.42        |                |
| 47-800-512           | CONTINGENCY II                   | 16,004           | 7,640          | 0              | 19,626         | 10,000         | 6,309          | 11,823         | 2,406          | 12000          | 12500          |
| 47-800-513           | RESERVE FOR CAPITAL              | 0                | 0              | 0              | 5,000          | 12,120         | 10,500         | 16,865         | 20000          | 15000          |                |
| 47-800-901           | TRANSFER OUT - GENERAL           | 696,916          | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              |                |
| 47-800-902           | TRANSFER OUT - MAINTENANCE       | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              |                |
| 47-800-903           | TRANSFER OUT - ROAD & BR         | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              |                |
| <b>TOTAL AIRPORT</b> |                                  | <b>1,067,374</b> | <b>285,503</b> | <b>256,864</b> | <b>132,024</b> | <b>161,514</b> | <b>136,220</b> | <b>143,428</b> | <b>138,352</b> | <b>170,100</b> | <b>163,959</b> |

## KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

## BUDGET FOR FY 2018-2019

## WITH BUDGET COMPARISON 2010-2017

| Expenses                                 | County                                |                  |                |                |                |                | 2018           |                | 2019           |                |
|--|---------------------------------------|------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|  | 2010                                  |                  | 2011           |                | 2012           |                | 2013           | 2014           | 2015           | 2016           |
|  | Actual                                | Actual           | Actual         | Actual         | Actual         | Actual         | Actual         | Actual         | Actual         | Approved       |
| <b>TERMINAL</b>                          |                                       |                  |                |                |                |                |                |                |                |                |
| 47-801-101                               | SUPPLIES                              | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0              |
| 47-801-300                               | PHONE SERVICES - Term phones & Fire A | 575              | 331            | 300            | 300            | 225            | 0              | 0              | 0              | 1000           |
| 47-801-301                               | LIGHT & POWER                         | 10,454           | 9,482          | 9,421          | 9,247          | 10,219         | 9,945          | 8,694          | 8,694          | 10,000         |
| 47-801-302                               | PROPANE GAS                           | 4,407            | 4,281          | 3,236          | 3,947          | 4,499          | 3,809          | 2,604          | 2,604          | 4,500          |
| 47-801-303                               | WATER & SEWER                         | 2,263            | 2,710          | 2,284          | 1,584          | 1,874          | 3,464          | 1,997          | 1,997          | 3,500          |
| <b>TOTAL 01-TERMINAL</b>                 |                                       | <b>17,699</b>    | <b>16,803</b>  | <b>15,241</b>  | <b>15,079</b>  | <b>16,817</b>  | <b>17,219</b>  | <b>13,295</b>  | <b>13,295</b>  | <b>17,000</b>  |
| <b>*** TOTAL EXPENSES ***</b>            |                                       |                  |                |                |                |                |                |                |                |                |
|  |                                       | <b>1,211,195</b> | <b>437,572</b> | <b>411,468</b> | <b>334,753</b> | <b>376,404</b> | <b>351,426</b> | <b>345,283</b> | <b>346,203</b> | <b>388,414</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURES</b> |                                       |                  |                |                |                |                |                |                |                |                |
|  |                                       | <b>74,497</b>    | <b>2,916</b>   | <b>18,765</b>  | <b>70,274</b>  | <b>4,110</b>   | <b>80,888</b>  | <b>75,742</b>  | <b>93,877</b>  | <b>4,135</b>   |
| <b>M&amp;O EXPENDITURES</b>              |                                       |                  |                |                |                |                |                |                |                |                |
|  |                                       | <b>665,978</b>   | <b>438,191</b> | <b>411,468</b> | <b>334,753</b> | <b>379,414</b> | <b>80,917</b>  | <b>131,971</b> | <b>245,217</b> | <b>388,414</b> |
|  |                                       |                  |                |                |                |                |                |                |                | <b>389,301</b> |

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD  
 BUDGET FOR FY 2018-2019  
 WITH BUDGET COMPARISON 2010-2017

| Revenues                    |                                | County         |        | 2010          |        | 2011          |        | 2012          |        | 2013          |        | 2014     |        | 2015          |        | 2016          |        | 2017          |        | 2018          |        | 2019          |  |
|-----------------------------|--------------------------------|----------------|--------|---------------|--------|---------------|--------|---------------|--------|---------------|--------|----------|--------|---------------|--------|---------------|--------|---------------|--------|---------------|--------|---------------|--|
|                             |                                | Actual         | Budget | Actual        | Budget | Actual        | Budget | Actual        | Budget | Actual        | Budget | Actual   | Budget | Actual        | Budget | Actual        | Budget | Actual        | Budget | Actual        | Budget |               |  |
| <b>48 - AIRPORT CAPITAL</b> |                                |                |        |               |        |               |        |               |        |               |        |          |        |               |        |               |        |               |        |               |        |               |  |
| Reimbursement               |                                |                |        |               |        |               |        |               |        |               |        |          |        |               |        |               |        |               |        |               |        |               |  |
| 48-350-100                  | REIMBURSEMENT FM TX DOT        | 7,196,490      |        | 0             |        | 0             |        | 0             |        | 0             |        | 0        |        | 0             |        | 0             |        | 0             |        | 0             |        | 0             |  |
| <b>TOTAL</b>                | <b>Reimbursement</b>           | <b>54,543</b>  |        | <b>50,000</b> |        | <b>48,350</b> |        | <b>49,423</b> |        | <b>50,000</b> |        | <b>0</b> |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b>      |        | <b>50,000</b> |        | <b>50,000</b> |  |
| Intergovernmental           |                                |                |        |               |        |               |        |               |        |               |        |          |        |               |        |               |        |               |        |               |        |               |  |
| 48-351-100                  | KERR COUNTY RAMP GRANT M       | 0              |        | 25,000        |        | 25,000        |        | 25,000        |        | 25,000        |        | 25,000   |        | 25,000        |        | 25,000        |        | 25,000        |        | 25,000        |        | 25,000        |  |
| 48-351-101                  | CITY OF KVILLE RAMP GRANT      | 0              |        | 25,000        |        | 25,000        |        | 25,000        |        | 25,000        |        | 25,000   |        | 25,000        |        | 25,000        |        | 25,000        |        | 25,000        |        | 25,000        |  |
| 48-351-102                  | KERR COUNTY PROJECT MATCH      | 0              |        | 0             |        | 0             |        | 21,178        |        | 0             |        | 0        |        | 0             |        | 0             |        | 0             |        | 0             |        | 0             |  |
| 48-351-103                  | CTY OF KERRVILLE PROJECT MATCH | 0              |        | 0             |        | 0             |        | 21,178        |        | 0             |        | 0        |        | 0             |        | 0             |        | 0             |        | 0             |        | 0             |  |
| <b>TOTAL</b>                | <b>Intergovernmental</b>       | <b>0</b>       |        | <b>50,000</b> |        | <b>50,000</b> |        | <b>92,356</b> |        | <b>50,000</b> |        | <b>0</b> |        | <b>50,000</b> |  |
| Interest                    |                                |                |        |               |        |               |        |               |        |               |        |          |        |               |        |               |        |               |        |               |        |               |  |
| 48-360-100                  | INTEREST EARNINGS              | 0              |        | 121           |        | 0             |        | 0             |        | 0             |        | 0        |        | 0             |        | 0             |        | 0             |        | 0             |        | 0             |  |
| <b>TOTAL</b>                | <b>Transfers In</b>            | <b>0</b>       |        | <b>121</b>    |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b> |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b>      |  |
| Transfers In                |                                |                |        |               |        |               |        |               |        |               |        |          |        |               |        |               |        |               |        |               |        |               |  |
| 48-500-100                  | TRANSFER IN - GENERAL          | 0              |        | -4,293        |        | 0             |        | 0             |        | 0             |        | 0        |        | 0             |        | 0             |        | 0             |        | 0             |        | 0             |  |
| 48-500-110                  | TRANSFER IN - AIRPORT          | 376,364        |        | 0             |        | 0             |        | 0             |        | 0             |        | 0        |        | 0             |        | 0             |        | 0             |        | 0             |        | 0             |  |
| 48-500-115                  | TRANSFER IN                    | 0              |        | 0             |        | 0             |        | 0             |        | 0             |        | 0        |        | 0             |        | 0             |        | 0             |        | 0             |        | 0             |  |
| <b>TOTAL</b>                | <b>Transfers In</b>            | <b>376,364</b> |        | <b>-4,293</b> |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b> |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b>      |        | <b>0</b>      |  |

| TOTAL REVENUES              |                              | 7,627,397        | 95,828         | 98,350         | 100,000        | 0              | 50,000         | 100,000        | 100,000        | 100,000                    |                            |
|-----------------------------|------------------------------|------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------------------|----------------------------|
| Expenses                    |                              | 2010<br>Actual   | 2011<br>Actual | 2012<br>Actual | 2013<br>Actual | 2014<br>Actual | 2015<br>Actual | 2016<br>Actual | 2017<br>Actual | 2018<br>Approved<br>Budget | 2019<br>Proposed<br>Budget |
| <b>CAPITAL OUTLAY</b>       |                              |                  |                |                |                |                |                |                |                |                            |                            |
| 800-201                     | LAND MAINTENANCE             | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 800-202                     | BUILDING & STRUCTURE MAINT   | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 800-405                     | OTHER CHARGES                | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-101                  | LAND                         | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-102                  | BUILDINGS AND STRUCTURES     | 112,429          | 0              | 0              | 0              | 42,356         | 0              | 0              | 0              | 0                          |                            |
| 800-507                     | STREET IMPROVEMENTS          | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-103                  | WATER SYSTEM IMPROVEMENTS    | 296,876          | 294,480        | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 800-500                     | CAPITAL OUTLAY               | 7,196,490        | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-104                  | GRANT MATCH                  | 0                | 123,615        | 100,000        | 98,815         | 100,000        | 99,828         | 100,000        | 28,755         | 100,000                    |                            |
| 48-600-105                  | DRAINAGE IMPROVEMENTS        | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-106                  | GRANT MATCH T-HANGAR 2001    | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-107                  | TXDOT REIMBURSE 2000-2001    | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-108                  | RELOCATE 12/30 PARALLEL      | 0                | 20,993         | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-109                  | ENGINEERING SVCS/DESIGN      | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-110                  | MASTER PLAN                  | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-111                  | SURVEYING                    | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-112                  | CONTRACT SERVICES            | 19,950           | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-113                  | INSTRUMENTS AND APPARATUS    | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-114                  | REHAB AIRPORT RUNWAY         | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 48-600-115                  | SITE PREP FUTURE HANGAR      | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 800-519                     | GRANT MATCH LIGHTING IMPROVE | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 800-520                     | TXDOT REIMBURSEMENT LIGHTING | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| 800-948                     | TRANSFER OUT                 | 0                | 0              | 0              | 0              | 0              | 0              | 0              | 0              | 0                          |                            |
| <b>TOTAL CAPITAL OUTLAY</b> |                              | <b>7,625,745</b> | <b>439,089</b> | <b>100,000</b> | <b>141,171</b> | <b>100,000</b> | <b>4,920</b>   | <b>95,080</b>  | <b>100,000</b> | <b>100,000</b>             |                            |

|                                  |           |           |         |           |         |         |          |         |         |
|----------------------------------|-----------|-----------|---------|-----------|---------|---------|----------|---------|---------|
| TOTAL EXPENDITURES               | 7,625,745 | 434,796   | 100,000 | 141,171   | 100,000 | 4,920   | 95,080   | 100,000 | 100,000 |
| REVENUE OVER(UNDER) EXPENDITURES | (374,712) | (334,675) | (1,650) | (141,171) | -       | (4,920) | (45,080) | -       |         |



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

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**SUBJECT:** Authorization to negotiate a professional services agreement for the Aquatics Feasibility Study.

**AGENDA DATE OF:** 5/22/2018

**DATE SUBMITTED:** 5/17/2018

**SUBMITTED BY:** Ashlea Boyle  
Director of Parks and Recreation

**EXHIBITS:** List of Proposers

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| <b>Expenditure<br/>Required:</b> | <b>Current Balance in<br/>Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b>             |
|----------------------------------|--|-------------------------|------------------------------------|
| Not to exceed<br>\$100,000       | \$100,000                              | \$100,000               | 70-7000-5100<br>Project # 70-16004 |

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

On March 27, 2018, the City Council approved an agreement with the Kerrville Economic Improvement Corporation (EIC) to fund an Aquatics Feasibility Study for the Olympic Pool with a total authorization of \$100,000.00.

The scope of work for the study will include, but not be limited to:

- evaluation of the condition of the existing complex in its entirety including applicable local, state, and federal code;
- needs assessment including public / stakeholder input;
- recommended improvements / enhancements and conceptual planning of the entire facility;
- necessary research to appropriately evaluate the viability of such improvements;
- evaluation of the amount of local work force needed to support an extended season / year-round facility; and
- cost analysis for construction and operation of each option.

The study will be utilized for a subsequent project design effort, if found to be feasible, and ultimately the public bidding process for construction, if funded. The feasibility study may provide multiple improvement options, based on conditions of the facility, and based on public / stakeholder feedback for:

1. Minimum Improvements:
  - a. Improvements / repairs to the pool to address strictly maintenance / code issues.
2. Improvement options as outlined below to also include addressing maintenance / infrastructure / code issues (1a):
  - a. improvements for a year-round competitive pool and facility updates utilizing the existing facility without recreational improvements;
  - b. improvements for a year-round competitive pool and facility updates utilizing the existing facility with recreational improvements;
  - c. a new indoor competitive facility (natatorium); and recreational improvements and facility updates to the existing facility.

Because of the specialized nature of this study, the city solicited a Request for Qualifications (RFQ) from design firms / teams on April 23, 2018. Nine proposals were received and have been rated by city staff based on the scoring criteria contained in the RFQ packet. The proposals are available upon request.

The highest rated proposer for this project is led by Marmon Mok Architecture, LLP of San Antonio, Texas. Their team consists of Counsilman-Hunsaker (Aquatics Consultant); ETC and Jones | Carter and M&S Engineering (specialized / engineer consultants), all experienced firms working on related aquatics studies / projects.

Marmon Mok is a leading San Antonio architecture and planning practice with a state-wide aquatics and recreation practice. Marmon Mok has more than 25 years experience working with Counsilman-Hunsaker on aquatics projects for both new construction and renovations of competitive and recreational aquatic facilities. Their aquatics experience, comprehension of the project scope, and public input process is superior. The proposed public input approach is a holistic process which will include engaging the community, stakeholders (including KISD and Schreiner University), staff, and boards / commissions throughout multiple meetings and workshops in order to obtain a comprehensive understanding of the needs of the community and stakeholders.

The next step is to negotiate a professional service agreement with Marmon Mok, and staff is requesting authorization from the City Council to do so. If negotiations fail, as with any professional services agreement, staff will cease that negotiation and go to the next most qualified proposer. The last step in this process is final consideration of the agreement by Council which is scheduled for June 12, 2018.

**RECOMMENDED ACTION:**

Authorize negotiation of a professional services agreement for a feasibility study for the Olympic Pool.

## Aquatics Feasibility Study Request for Proposals List of Proposers / Rating Sheet

### Evaluators:

Kyle Burow, Director of Engineering  
Ashlea Boyle, Director of Parks and Recreation

Proposals were rated on addressing the criteria required in the Request for Proposals issued April 23, 2018.

### Criteria 1 – Experience, Background, and Qualifications (60 total points)

- Relevant experience; team's qualifications
- Related project history

### Criteria 2 – Understanding of the Project and Proposed Management Plan (40 total points)

- Identification of understanding of primary objectives of the project
- Identification of technical challenges and constraints and approaches to address them
- Stakeholder input process / methods to gain community consensus

(100 max. points per proposal / per evaluator)

| Ranking | Proposers                              | Ranker (Burow) | Ranker (Boyle) | Total (out of 200 max) |
|---------|--|----------------|----------------|------------------------|
| 1       | Marmon Mok Architecture                | 89             | 91             | 180                    |
| 2       | Kimley-Horn                            | 83             | 87             | 170                    |
| 3       | Brinkley, Sargent, Wiginton Architects | 80             | 80             | 160                    |
| 4       | Hastings + Chivetta                    | 79             | 78             | 157                    |
| 5       | Williams Architects / Aquatics         | 58             | 62             | 120                    |
| 6       | GreenPlay, LLC                         | 58             | 59             | 117                    |
| 7       | Stantec                                | 55             | 59             | 114                    |
| 8       | USA Aquatics, Inc.                     | 52             | 53             | 105                    |
| 9       | Pfluger                                | 41             | 53             | 94                     |



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

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**SUBJECT:** Appointment of Mayor Pro Tem.

**AGENDA DATE OF:** 5/22/2018

**DATE SUBMITTED:** 5/8/2018

**SUBMITTED BY:** Brenda Craig

**EXHIBITS:** None

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|                              |                                    |                         |                        |
|------------------------------|------------------------------------|-------------------------|------------------------|
| <b>Expenditure Required:</b> | <b>Current Balance in Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
| \$0                          | \$0                                | \$0                     | N/A                    |

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**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

In accordance with the City Charter, Section 3.02, following the canvass of the general election, the City Council shall choose one of its members, other than the Mayor, to serve as Mayor Pro Tem.

This item is eligible for discussion in executive session.

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**RECOMMENDED ACTION:**

Select Mayor Pro Tem.



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

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**SUBJECT:** Financial update for the month ended April 30, 2018.

**AGENDA DATE OF:** 5/22/2018

**DATE SUBMITTED:** 5/16/18

**SUBMITTED BY:** Amy Dozier, Director of Finance

**EXHIBITS:** Financial update

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| <b>Expenditure<br/>Required:</b> | <b>Current Balance in<br/>Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|----------------------------------|--|-------------------------|------------------------|
| \$0                              | \$0                                    | \$0                     | N/A                    |

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

**General Fund**

Year to date through April 30, 2018, the General Fund has recorded revenues of \$18.6 million compared to expenditures of \$14.6 million. Our largest revenue source, property tax revenue, is primarily received in December and January, therefore we expect to have revenues exceed expenditures at this point in the year. Notable activity includes:

1. Sales tax revenue continues to track under budget through the end of April. However, sales tax received in May is up 5.1% compared to May 2017.
2. In April, we paid \$76k to James Avery per the terms of a Chapter 380 economic development agreement.
3. We are actively managing expenditures to counter any possible revenue shortfalls.

**Water and Sewer Fund**

Year to date through April 30, 2018, the Water and Sewer Fund received revenues of \$7.0 million compared to expenditures of \$7.1 million. Due to the seasonal nature of water revenues, it is common at this point in the year for expenditures to exceed revenues. Notable activity includes:

1. Sewer revenue is up 4.0% compared to April 2017 due primarily to new sewer averaging rates.
2. Compared to FY2017, FY2018 expenditures include increased transfers for capital projects and asset replacement.

### **Capital Projects**

Project activity for the month was primarily at the reuse pond. The pond is now approximately one-third filled. Excavation is now complete at the Sports Complex reuse pond. Work continues on the pump station installation and liner installation at that site. River Trail westward progress continues with contractors clearing land and pouring concrete in April.

### **RECOMMENDED ACTION:**

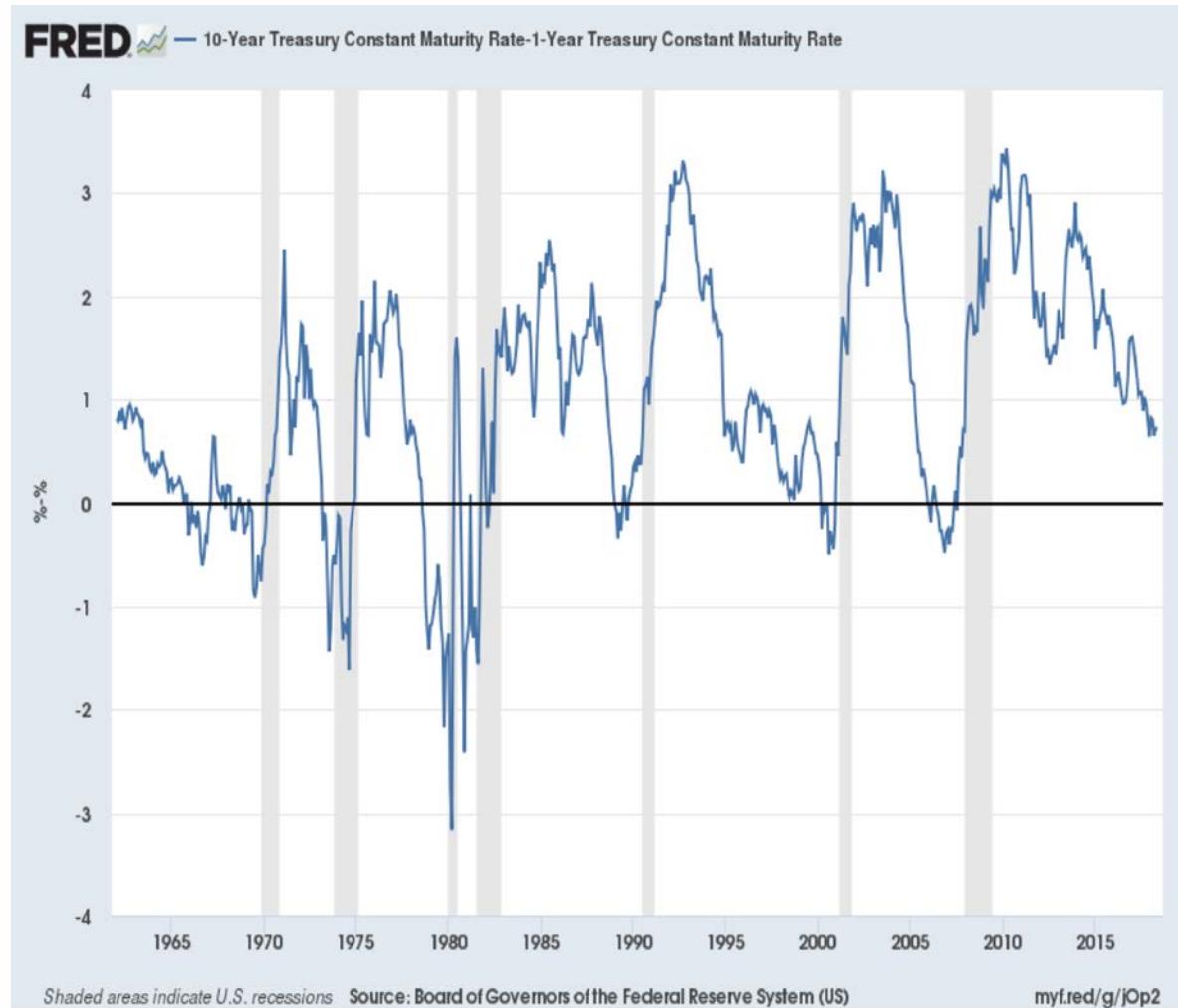
Information only; no action required.

# **MONTHLY FINANCIAL UPDATE FOR THE MONTH ENDED APRIL 30, 2018**

April 24, 2018

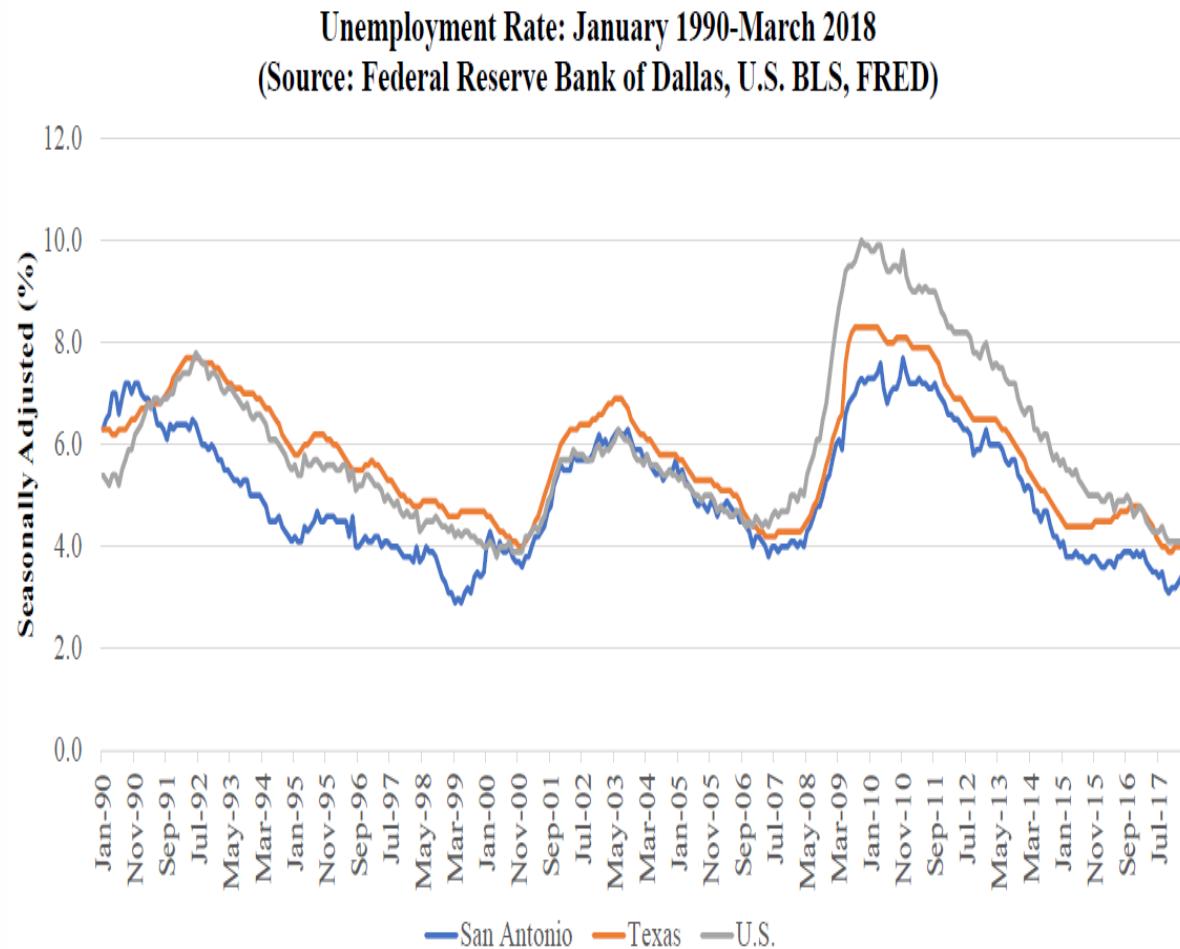


# Economic Indicators – Yield Curve



- Yield curve is the relationship between short and long term interest rates issued by the US Treasury
- This graph shows the yield curve as 10 Treasury Rate minus 1 Year Treasury Rate
- The gray bars show periods of recession
- Note that an inverted yield curve (ST rates higher than LT rates) is a leading indicator of recession

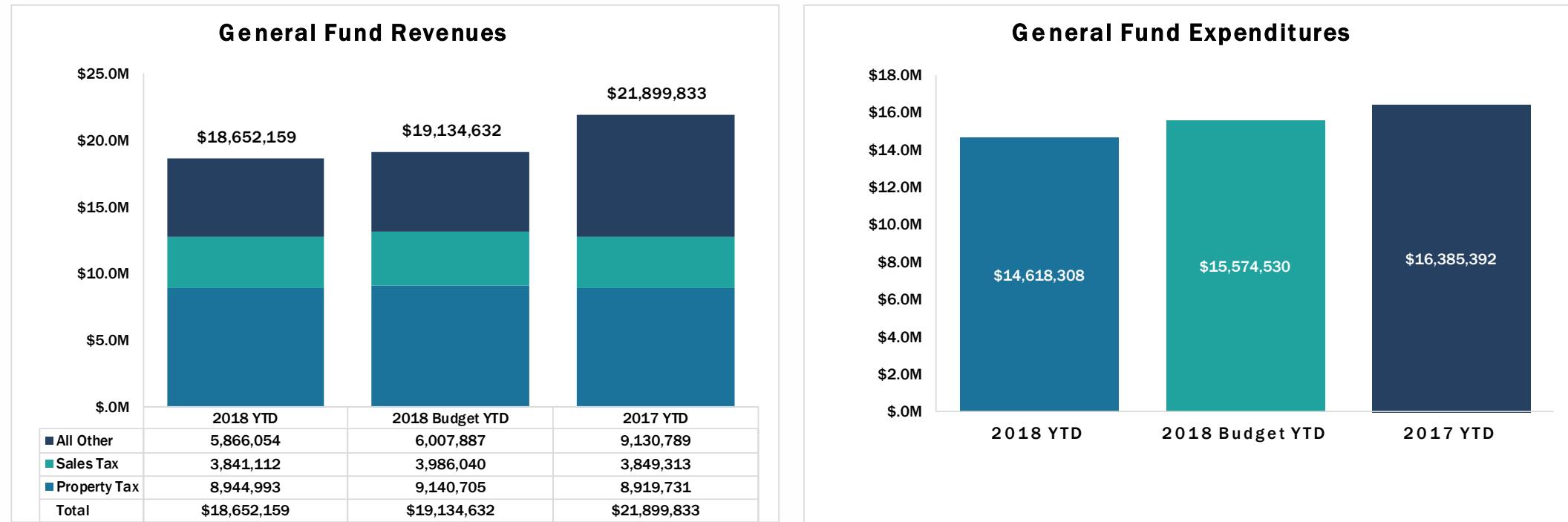
# Economic Indicators – Unemployment Rate



# FY2019 Budget

- High level discussion regarding budget priorities to be held May 25<sup>th</sup> at the City Council retreat
- Budget workshops on draft budget scheduled for June 19<sup>th</sup> and July 17th
- Budget methodology -
  - Use conservative growth estimates, especially on volatile revenues such as sales tax
  - Maintain adequate fund balance reserve per Financial Policy
  - During healthy fiscal years, transfer any surplus to asset replacement and capital project funds for future needs

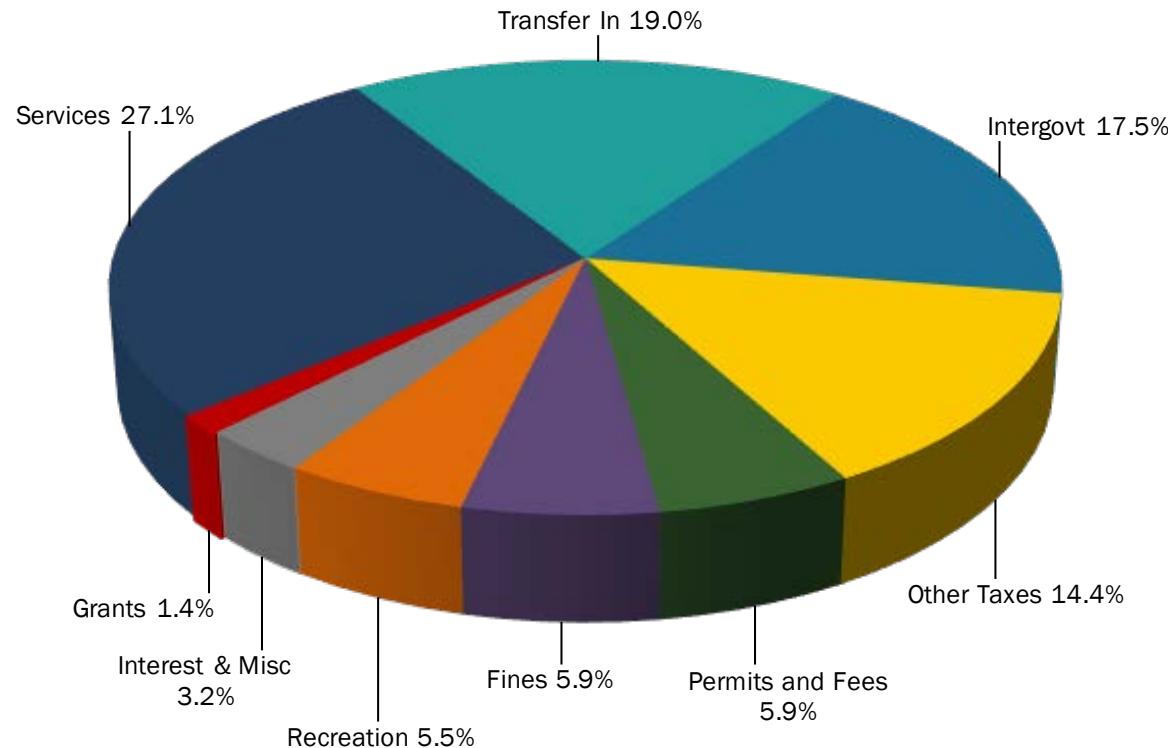
# General Fund through April 30, 2018



- YTD revenues exceed expenses by \$4.0 million due to seasonal nature of property tax
- Sales tax revenue continues to track under budget, but May sales tax revenue is up 5.1% compared to May 2017
- Property Tax - \$76k payment to James Avery for 380 agreement in April
- Actively managing expense to counter any possible revenue shortfalls
- FY2017 contained \$2.0 M transfer that did not recur

# General Fund - All Other Revenue

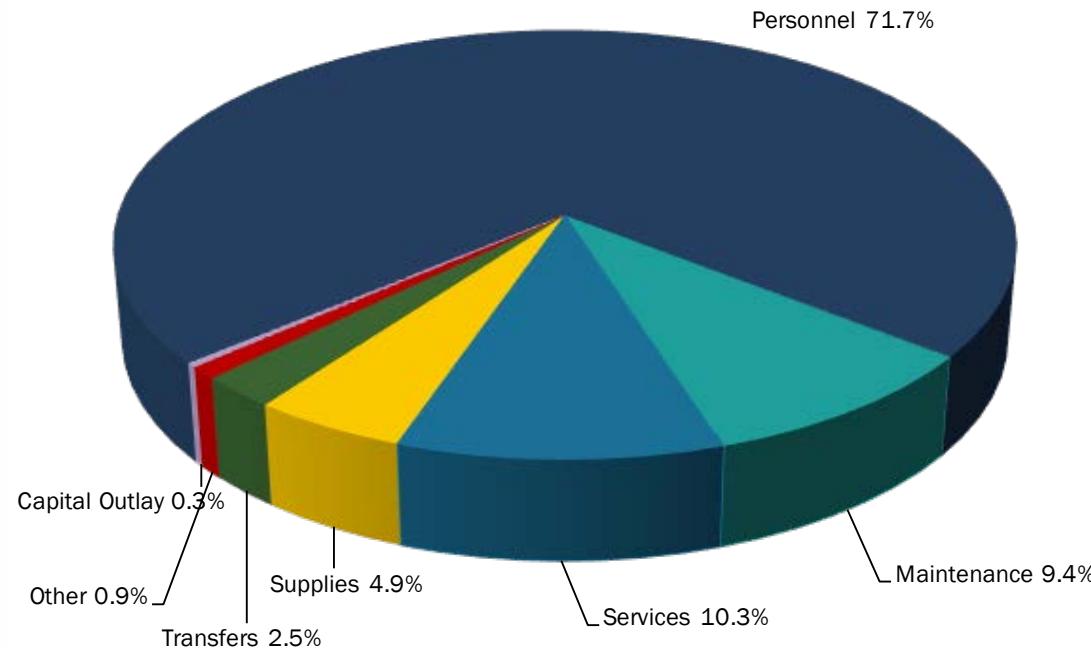
General Fund - All Other Revenue Sources



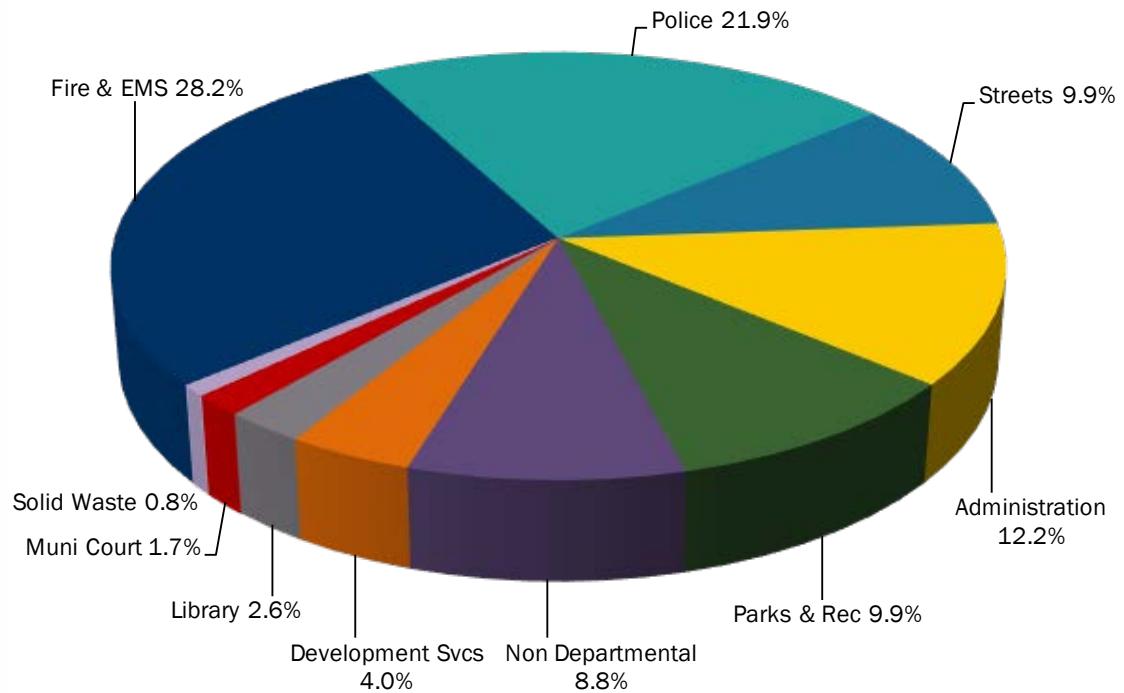
- All other revenue is currently \$142k below budget
- EMS service revenue is below budget due to larger than budgeted disallowed and bad debt
- Other tax includes franchise fees for cable & natural gas. Quarterly payments received in May are greater than budget
- Permits and fees are ahead of budget due to building permits and plan check fees
- Municipal Court fines are lower than budgeted
- Recreation revenue is performing better than budget

# General Fund Expenditures through April 2018

General Fund - Expenditure by Category

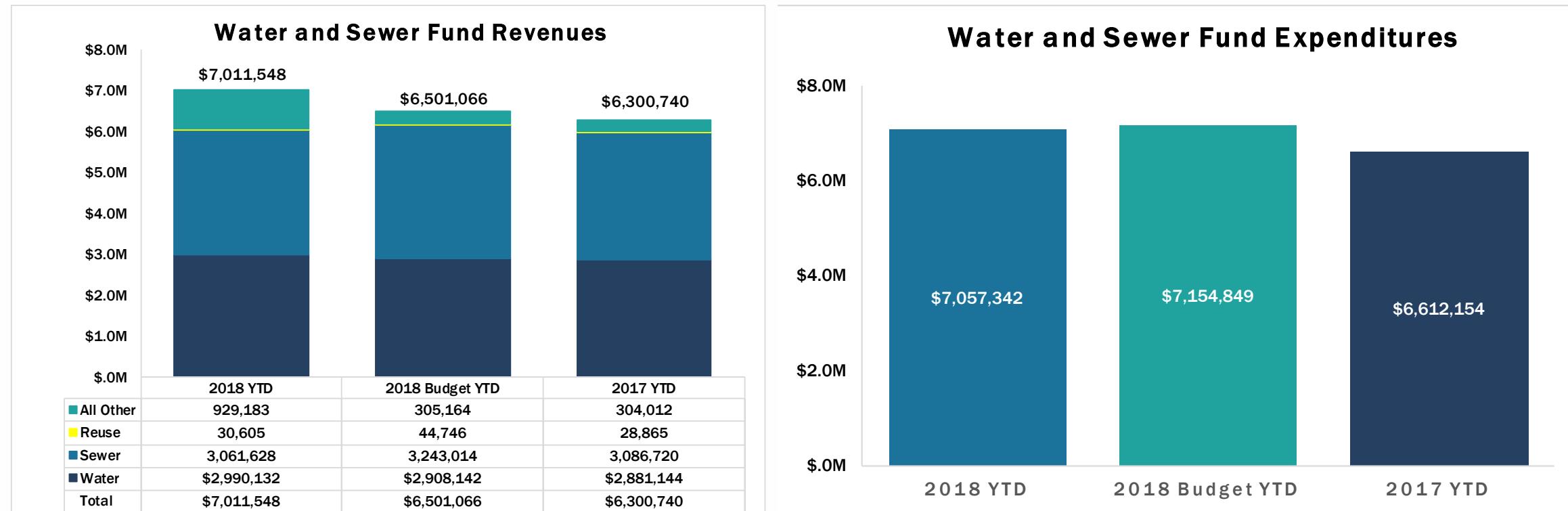


General Fund - Expenditure by Department



- As budgeted, personnel is our largest category of expense
- Public safety accounts for 50.1% of YTD expenditures

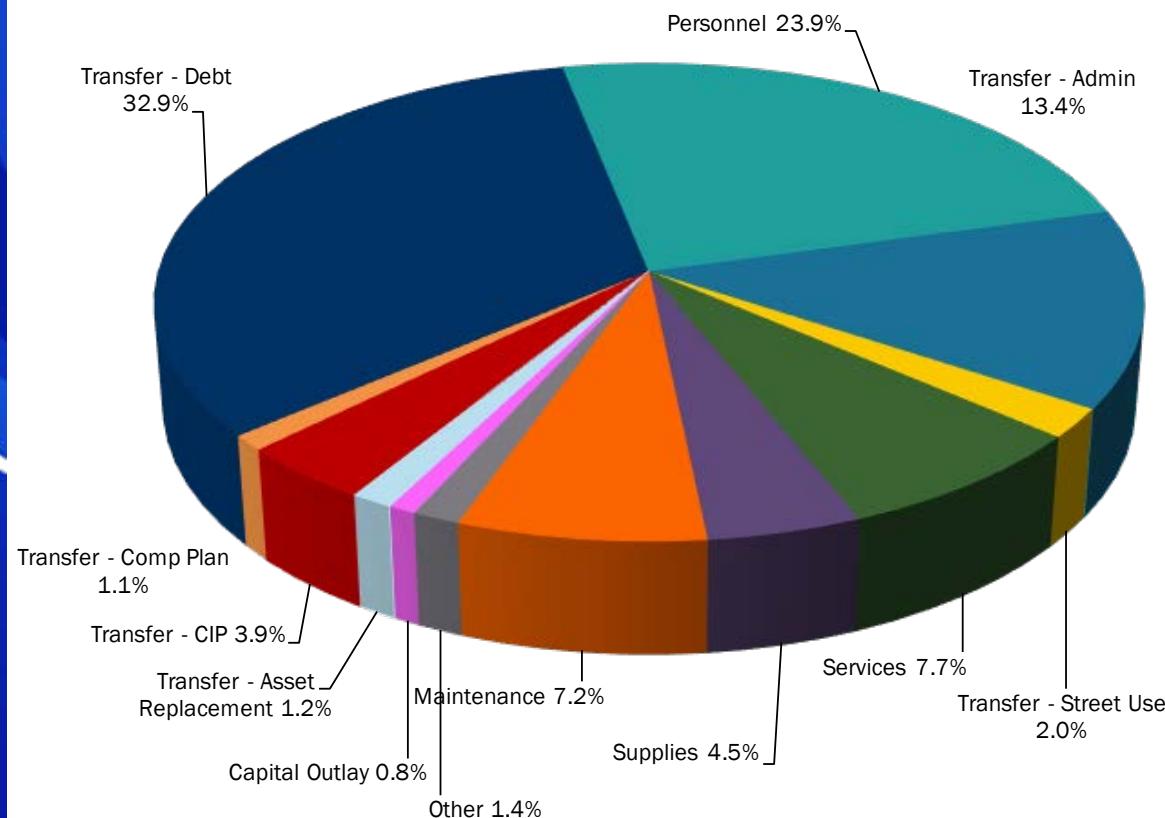
# Water & Sewer Fund through April 30, 2018



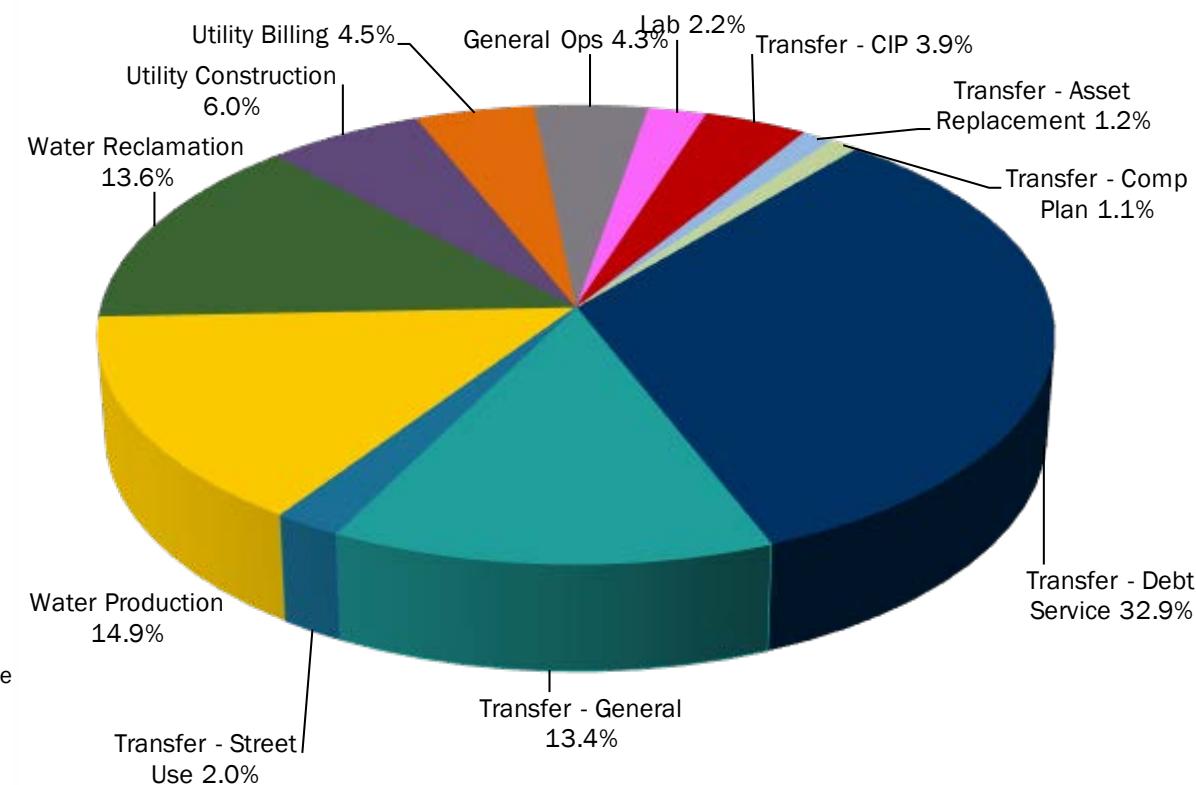
- YTD expenditures exceed revenue by \$46k
- Sewer revenue up 4.0% compared to April 2017 due primarily to new sewer averaging, but still a potential shortfall for the year
- FY2018 expenditures include increased transfers for capital projects and asset replacement

# Water and Sewer Fund - through April 2018

**Water and Sewer Fund - Expenditure by Category**



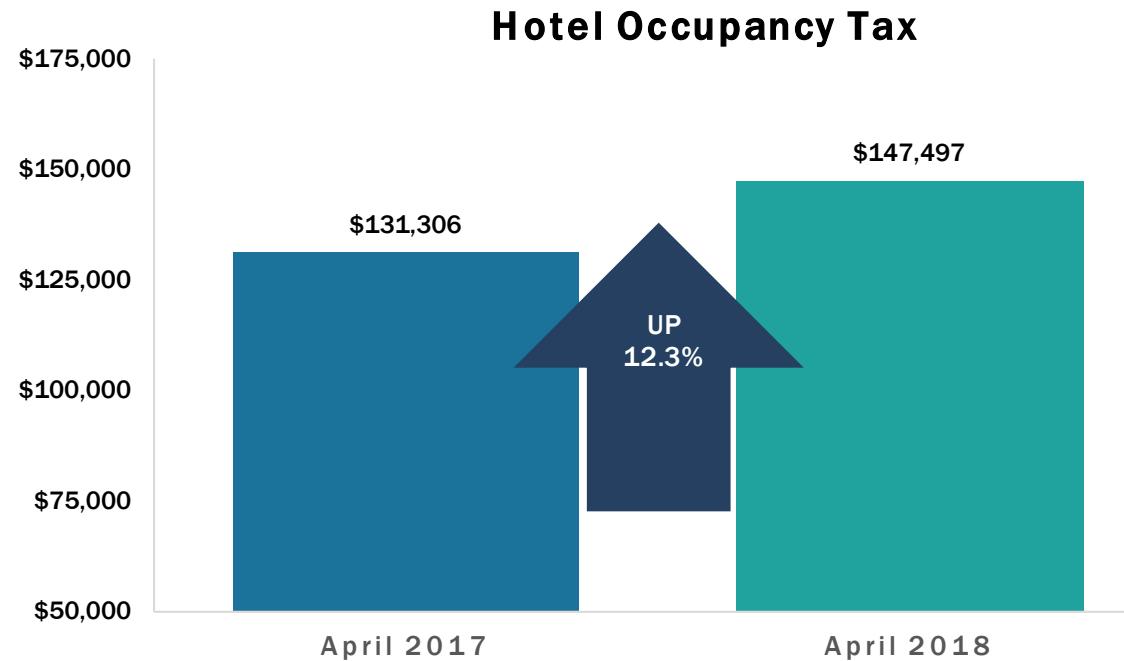
**Water and Sewer Fund - Expenditure by Department**



- Budgeted transfers include:**

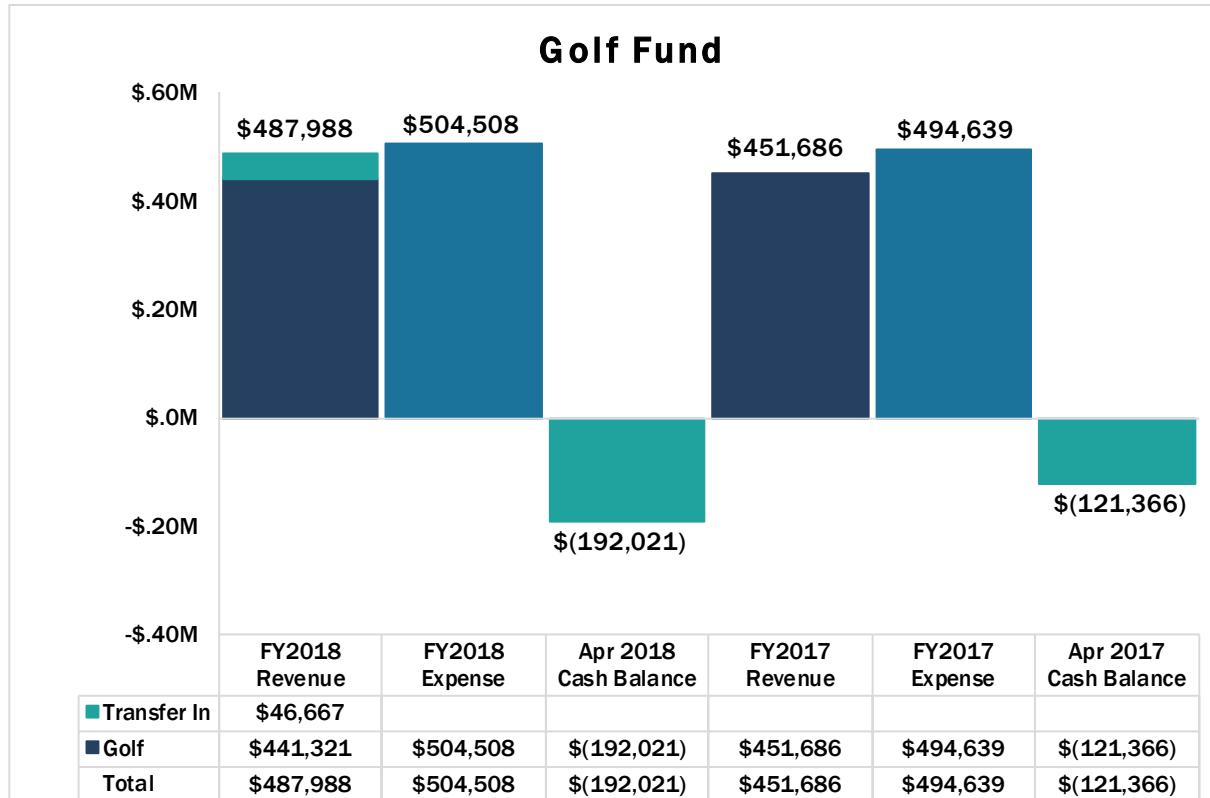
- \$4.0 million for Debt Service
- \$245k for Street Use Fee
- \$1.6 million Administrative Fee
- \$150k for Asset Replacement
- \$272k for Capital Projects
- \$75k for Comprehensive Plan

# Hotel Occupancy Tax



- One month lag – April revenue represents March stays
- YTD occupancy tax is up 5.1% compared to FY2017
- Increases seen at almost all properties

# Golf Fund



- Expenditures exceed revenue by **\$16.5k** through April 2018
- FY2018 revenue includes transfer in from General Fund. \$80k budgeted for the year. \$47k has been transferred through April.
- FY2019 budget discussion will include proposal to address gap between revenues and expenditures

# General Fund Projects – April 2018

| GENERAL FUND PROJECTS THROUGH APRIL 30, 2018 |                              |              |                       |                            |                  |
|--|------------------------------|--------------|-----------------------|----------------------------|------------------|
|  |                              | Total Budget | Previous Expenditures | Current Month Expenditures | Remaining Budget |
| 1  | Kerrville Sports Complex     | 10,500,000   | 10,465,583            | 2,790                      | 31,627           |
| 2  | Indoor Athletic Facility     | 2,196,000    | 1,941,415             | -                          | 254,585          |
| 3  | Street Improvement Carryover | 1,178,800    | 150                   | 221                        | 1,178,430        |
| 4  | Tennis Center Renovation     | 1,500,000    | 15,399                | -                          | 1,484,601        |
| 5  | River Trail                  | 6,525,000    | 5,776,935             | 70,536                     | 677,529          |
| 6  | 529 Water Street             | 689,390      | 71,134                | -                          | 618,256          |
| 7  | Parking Garage Repairs       | 500,000      | 29,000                | 2,500                      | 468,500          |
| 8  | Landfill Permitting          | 757,597      | 577,074               | -                          | 180,523          |
| 9  | Comprehensive Plan           | 375,000      | 270,281               | 296                        | 104,422          |
| 10   | Public Safety Complex        | 150,000      | -                     | -                          | 150,000          |
| 11   | Aquatics Center              | 100,000      | -                     | -                          | 100,000          |
| TOTAL PROJECTS                               |                              | 24,471,787   | 19,146,971            | 76,343                     | 5,248,473        |

- River Trail – westward progress continues with contractors clearing land and pouring concrete in April

# Water and Sewer Fund Projects – April 2018

| WATER AND SEWER FUND PROJECTS THROUGH APRIL 30, 2018 |  |              |                       |                            |                  |
|--|--|--------------|-----------------------|----------------------------|------------------|
|  |  | Total Budget | Previous Expenditures | Current Month Expenditures | Remaining Budget |
| 1  | Reuse System                                     | 23,003,000   | 15,562,798            | 991,775                    | 6,448,426        |
| 2  | Legion Lift Station Design                       | 734,000      | 227,490               | 69,510                     | 437,001          |
| 3  | Water Utility Building                           | 1,358,296    | 1,352,631             | -                          | 5,665            |
| 4  | TTHM Mitigation                                  | 4,100,000    | 38,726                | 1,367                      | 4,059,906        |
| 5  | Rehabilitate Oxidation Ditch at WWTP             | 800,000      | 59,006                | 8,670                      | 732,324          |
| 6  | Rehabilitate Conventional Plant Clarifier at WTP | 683,750      | 42,575                | 11,973                     | 629,202          |
| 7  | New ASR Well / Headwaters Well                   | 45,000       | -                     | -                          | 45,000           |
| TOTAL PROJECTS                                       |  | 30,724,046   | 17,283,225            | 1,083,296                  | 12,357,525       |

- Reuse pond is approximately 1/3<sup>rd</sup> filled
- Sports Complex reuse pond progress continues. Pond excavation is complete. Pump station installation is nearing completion. Liner installation has begun.

# Questions?





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

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**SUBJECT:** Appointments to the City of Kerrville, Texas Economic Improvement Corporation.

**AGENDA DATE OF:** 5/22/2018

**DATE SUBMITTED:** 5/15/2018

**SUBMITTED BY:** Brenda Craig  
City Secretary

**CLEARANCES:** Mark McDaniel  
City Manager

**EXHIBITS:** Board List

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| <b>Expenditure<br/>Required:</b> | <b>Current Balance<br/>in Account:</b> | <b>Amount<br/>Budgeted:</b> | <b>Account Number:</b> |
|----------------------------------|--|-----------------------------|------------------------|
| \$0                              | \$0                                    | \$0                         | N/A                    |

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

Consider appointments to the following board.

**Economic Improvement Corporation:** Four terms that will expire on June 1, 2018.

This item is eligible for discussion in executive session.

**RECOMMENDED ACTION:**

Consider appointments.

**ECONOMIC IMPROVEMENT CORPORATION**

|   | <u>Telephone</u>                             | <u>Orig.<br/>Appt.</u> | <u>Re-Appt.<br/>Date</u> | <u>Exp.<br/>Date</u> |
|---|--|------------------------|--------------------------|----------------------|
| EARLY, KENNETH<br>President<br>2756 Indian Wells Dr. E    | 928-3264 (H)<br>257-4771 (W)<br>938-3264 (C) | 05-24-16               |                          | 06-01-18             |
| PATTILLO, SHERI<br>Vice President<br>1695 Mountain Laurel | 285-9210 (O)                                 | 06-10-14               | 05-24-16                 | 06-01-18             |
| BAROODY, GEORGE<br>1616 Glen Road                         | 830-542-9210 (C)                             | 05-23-17               |                          | 06-01-19             |
| COOPER, GARY<br>124 Erin Drive                            | 816-810-3744 (H)                             | 5-23-17                |                          | 06-01-19             |
| BOSMA, MARK<br>356 Englewood Dr.                          | 713-306-3806                                 | 01-09-18               |                          | 06-01-18             |
| McKINNEY, KENT<br>3420 Trace Circle                       | 896-4171 (H)<br>285-5175 (O)                 | 01-09-18               |                          | 06-01-19             |
| NAMAN, ROBERT<br>1800 Glen Road                           | 792-4761 (H)                                 | 05-23-17               |                          | 06-01-19             |

**CITY STAFF:**

|                                   |              |
|-----------------------------------|--------------|
| E.A. Hoppe<br>Deputy City Manager | 258-1106 (O) |
| Cheryl Brown<br>Secretary         | 258-1118 (O) |
| Sandra Yarbrough<br>Treasurer     | 258-1120 (O) |

Qualifications: Resident of the city and at least three directors must be persons who are not employees, officers or members of the governing body of the city.

Purpose: Benefiting and accomplishing public purposes of the city permitted by Section 4B of the Act including, but not limited to, the promotion and development of industrial and manufacturing enterprises to promote and encourage employment and the public welfare, and financing the acquisition, construction and/or equipping, and/or the maintenance and operating costs of any "Project" (as defined in Section 4B of the Act).

Term of Office: Two years; maximum of two consecutive terms

Quorum: Majority

Number of Members: Seven

Meeting Time & Place: Third Monday, 4:00 p.m., City Hall Council Chambers

Established by: Resolution No. 1995-112, amended by Resolution Nos. 1999-184; 032-2009

Revised: January 10, 2018



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

**SUBJECT:** City Council Appointments to: Airport Planning Committee, Economic Improvement Corporation, Kerr Economic Development Committee, Playhouse 2000 and Recovery Community Coalition.

**AGENDA DATE OF:** 5/22/2018

**DATE SUBMITTED:** May 17, 2018

**SUBMITTED BY:** Brenda Craig, City Secretary

**EXHIBITS:** Board sheets

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|                                     |   |                                |                               |
|-------------------------------------|---|--------------------------------|-------------------------------|
| <b>Expenditure Required:</b><br>\$0 | <b>Current Balance in Account:</b><br>N/A | <b>Amount Budgeted:</b><br>N/A | <b>Account Number:</b><br>N/A |
|-------------------------------------|---|--------------------------------|-------------------------------|

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**PAYMENT TO BE MADE TO:** N/A

**SUMMARY STATEMENT:**

Council may consider councilmember appointments to: Airport Planning Committee, Economic Improvement Corporation, Kerr Economic Development Committee, Playhouse 2000, and Recovery Community Coalition:

| <b>CITY BOARD</b>                          | <b>EXISTING COUNCIL REPRESENTATIVE</b>  | <b>PROPOSED COUNCIL REPRESENTATIVE</b> |
|--|---|--|
| Airport Planning Committee *               | Warren Ferguson<br>Vincent Voelkel      |  |
| Economic Improvement Corporation           | George Baroody                          |  |
| Kerrville Economic Development Corporation | Bonnie White                            |  |
| Playhouse 2000                             | Vincent Voelkel                         |  |
| Recovery Community Coalition               | Mary Ellen Summerlin<br>Vincent Voelkel |  |

\*There is no board sheet for the Airport Planning Committee.

**RECOMMENDED ACTION:**

No recommendation from staff.

**ECONOMIC IMPROVEMENT CORPORATION**

|   | <u>Telephone</u>                             | <u>Orig.<br/>Appt.</u> | <u>Re-Appt.<br/>Date</u> | <u>Exp.<br/>Date</u> |
|---|--|------------------------|--------------------------|----------------------|
| EARLY, KENNETH<br>President<br>2756 Indian Wells Dr. E    | 928-3264 (H)<br>257-4771 (W)<br>938-3264 (C) | 05-24-16               |                          | 06-01-18             |
| PATTILLO, SHERI<br>Vice President<br>1695 Mountain Laurel | 285-9210 (O)                                 | 06-10-14               | 05-24-16                 | 06-01-18             |
| BAROODY, GEORGE<br>1616 Glen Road                         | 830-542-9210 (C)                             | 05-23-17               |                          | 06-01-18             |
| COOPER, GARY<br>124 Erin Drive                            | 816-810-3744 (H)                             | 5-23-17                |                          | 06-01-19             |
| BOSMA, MARK<br>356 Englewood Dr.                          | 713-306-3806                                 | 01-09-18               |                          | 06-01-18             |
| McKINNEY, KENT<br>3420 Trace Circle                       | 896-4171 (H)<br>285-5175 (O)                 | 01-09-18               |                          | 06-01-19             |
| NAMAN, ROBERT<br>1800 Glen Road                           | 792-4761 (H)                                 | 05-23-17               |                          | 06-01-19             |

**CITY STAFF:**

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|-----------------------------------|--------------|
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| Cheryl Brown<br>Secretary         | 258-1118 (O) |
| Sandra Yarbrough<br>Treasurer     | 258-1120 (O) |

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Term of Office: Two years; maximum of two consecutive terms

Quorum: Majority

Number of Members: Seven

Meeting Time & Place: Third Monday, 4:00 p.m., City Hall Council Chambers

Established by: Resolution No. 1995-112, amended by Resolution Nos. 1999-184; 032-2009

Revised: January 10, 2018

## **Kerrville Economic Development Corporation** **Board of Directors**

**Mike Wittler**  
President  
Board Member  
830-792-8230

**Kenneth Early**  
EIC Representative  
Board Member

**Tom Moser**  
Vice-President  
(830)792-2214

**Walt Koenig**  
Treasurer  
Chamber of Commerce Representative  
830-896-1155

**Mark Foust**  
Board Member  
830-257-2200

**Charlie McIlvain**  
President  
830-792-3535

**Bonnie White**  
City Council Representative  
830-896-6679

**KEDC Mailing Address:**  
1700 Sidney Baker #100  
Kerrville, TX 78028

**Thomas Houdeshell**  
Board Member  
830-792-1156

**Don Barnett**  
Board Member  
830-257-2191

**Playhouse 2000**  
**Board of Directors**  
**As of January 1, 2018**

**Officers**

|   |  |   |
|---|--|---|
| <b>Kit Werlein</b> , President<br>110 Loma Vuelta<br>Kerrville, TX 78028                                      | Attorney, JD, CTFA<br>700 Jefferson St<br>Kerrville TX 78028 | (830) 792-3048<br>kwerlein@omniglobal.net |
| <b>Tom Terrell</b> , Vice-President<br>(Nominating Committee Chair)<br>111 Loma Vuelta<br>Kerrville, TX 78028 | Attorney at Law<br>413 Sidney Baker<br>Kerrville TX 78028    | (830) 896-5677<br>terrell@stx.rr.com      |
| <b>Chris Distel</b> , Secretary/Treasurer<br>632 Galbraith<br>Kerrville, TX 78028                             | Assist. Professor of Biology<br>Schreiner University         | (830) 792-7470<br>cadistel@schreiner.edu  |

**Vincent Voelkel**  
City of Kerrville Representative  
1212 Clay Street  
Kerrville, TX 78028

vincent.voelkel@kerrvilletx.gov

**Directors**  
**Susan Neely Balentine**  
330 Valley Drive  
Kerrville, TX 78028

Co-Founder, Playhouse 2000  
(830) 285-5419  
sam.suzycat@gmail.com

**Arthur Bell**  
(Nominating Committee)  
912 Jefferson Street  
Kerrville, TX 78028

(281) 799-4517  
abakerbell@yahoo.com

**Stephen Fine**  
1210 Virginia Dr  
Kerrville, TX 78028

(830) 285-4234  
spfine45@gmail.com

**Ken Harris**  
467 Scenic Valley Road  
Kerrville, TX 78028

(713) 828-9551  
harris.ken063@gmail.com

**Roxie Orms**  
215 W Bandera Rd  
Suite 114-200  
Boerne, TX 78006

(713) 824-5125  
foxy@ktc.com

**Delayne Sigerman**  
4000 Comanche Trace Dr  
Kerrville, TX 78028

(830) 895-7765  
(305) 302-6258 (C)  
dsigerman@gmail.com

**Paul Stafford**  
38 Antelope Trail  
Kerrville, TX 78029

(830) 895-3079  
pestafford@wildfocus.net

**George Stieren**  
320 Hummingbird Ln  
Kerrville, TX 78028

(210) 820-0113  
gstieren@coatsenergy.com

**Nancy Watts**  
522 Fairway Dr  
Kerrville, TX 78028

Nancy Watts Interiors, Inc.

(830) 370-1699  
(830) 257-0100  
nancybwatts@gmail.com

**James Wilson**  
(Nominating Committee)  
410 Spring Mill Drive  
Kerrville, TX 78028

James E. Wilson & Co., Inc.  
P.O. Box 294749  
Kerrville, TX 78029

(713) 249-2634  
JEWTax@windstream.net

Executive Staff:

**Jeffrey Brown**, Executive Director  
285 Katie Court  
Boerne, TX 78006

Playhouse 2000, Inc.  
305 Washington St  
Kerrville, TX 78028

(830) 896-9393 x 303  
(830) 755-2361 (h)  
(830) 708-9410 (c)

**RECOVERY COMMUNITY COALITION**

|  | <u>Telephone</u>                         | <u>Appt.</u><br><u>Date</u> | <u>Exp.</u><br><u>Date</u> |
|--|--|-----------------------------|----------------------------|
| (8) TREES, DALE<br>Chairperson<br>115 Plaza Dr. #2007            | 928-5420 (H)<br>238-4222 (W)<br>Ext. 510 | 1-10-17                     | 12-31-18                   |
| (4) DRIGGERS, SHAWN<br>613 Wheless Ave.                          | 285-4536 (H)<br>895-5969 (W)             | 01-10-17                    | 12-31-19                   |
| (4) ELDER, DAWN<br>14189 River Vista N.<br>San Antonio, TX 78216 | 210-289-8662                             | 02-13-18                    | 12-31-19                   |
| (5) FITZPATRICK, LEIGHANN<br>1920 Weston Loop                    | 956-371-5095 (H)<br>258-5288 (W)         | 03-13-18                    | 12-31-18                   |
| (3) GEISLER, BLAIR<br>381 A Guadalupe St.                        | 713-972-5001 (C)                         | 01-10-17                    | 12-31-19                   |
| (2) GODWIN, LAURA<br>312 Lytle St.                               | 214-293-7353 (H)                         | 01-10-17                    | 12-31-18                   |
| (1) LEICHT, CECIL CODY<br>134 Loop 13                            | 377-4451 (H)                             | 09-12-17                    | 12-31-18                   |
| (8) McCARRICK, CAROL<br>119 Fawn Ridge Trail                     | 257-9487 (H)<br>238-4222 Ext. 363        | 09-12-17                    | 12-31-19                   |
| (6) PAUTLER, STEVE<br>113 Los Cedros Loop                        | 258-7054 (W)                             | 01-10-17                    | 12-31-19                   |
| (4) RICHNER, CLAUDIA<br>3864 Rock Barn Dr.                       | 816-532-0078 (H)                         | 01-10-17                    | 12-31-19                   |
| (7) ROBINSON, ROSS<br>3144 Double Eagle Cr. 512-983-7834 (C)     | 896-1752 (H)<br>792-3300 (W) Ext. 2025   | 01-10-17                    | 12-31-18                   |
| (3) STOLPMAN, RICHARD<br>115 Plaza Dr. #205                      | 777-9153 (H)<br>320-304-0736 (C)         | 01-10-17                    | 12-31-19                   |
| (9) SUMMERLIN, MARY ELLEN<br>105 Turnberry Circle                | 459-8551(C)<br>895-7982(H)               | 05-23-17                    | 05-31-18                   |
| (9) VOELKEL, VINCENT<br>212 Clay Street                          | 257-3313 (W)<br>370-4874 (C)             | 05-23-17                    | 05-31-18                   |

(8) YOUNG, KENDALL      257-2212 (W)      2-13-18      12-31-19  
3509 La Cumbre Dr.      377-5911 (H)

Purpose: The purpose of the Coalition is to enhance the opportunities for the recovery community to become fully integrated into the fabric of Kerrville. The Coalition shall work toward considering and identifying strategies and techniques for reducing barriers for the recovery community to be fully integrated into the local community as well as to identify and advocate goals and ideas for enhancing positive relationships by and amongst the recovery community.

Qualifications: **At least one member from each of the following, but any of which may include more than one member:**

- (1) owner of a male boarding home facility with a valid permit issued by the City;
- (2) owner of a female boarding home facility with a valid permit issued by the City;
- (3) member of the recovering community;
- (4) citizen of Kerrville with interest in these issues;
- (5) representative of mental health support organizations such as Kerrville State Hospital;
- (6) representative of Peterson Health;
- (7) representative of Hill Country MHDD Centers;
- (8) representative from a residential addiction treatment facility located within Kerr County; and
- (9) two Councilmembers

Powers and Duties: On an annual basis, or more frequently as deemed proper by the Coalition or City Council, the Coalition should attend and report its conclusions, achievements, ideas, desires, and plans to the City Council. It is recommended that the initial issue with which the Coalition is charged to review is Ordinance No. 2013-06 (Chapter 30, Article I, Code of Ordinances), which addresses the operation of group homes and boarding home facilities operating within the City.

Term of Office: Each member shall be subject to two-year terms; provided, however, that at the Coalition's organizational meeting, the members shall draw lots to establish the duration of the initial terms, with an exact majority of the members serving an initial term of two years and the remaining members serving a one-year term. The expiration date of all terms shall be December 31 of the year corresponding with the results of the drawing of lots.

Quorum: Eight members

Number of Members: Fifteen

Absences: Any member who misses 25% of the regular meetings or three consecutive regular meetings may be replaced by City Council.

Meeting Time & Place: Meetings are to be held every other Monday at 4:00 p.m., but at least once each calendar quarter in the upstairs conference room at City Hall.

Established by: Resolution No. 26-2016

Revised Date: March 20, 2018



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

---

**SUBJECT:** Appointment to the Kerrville-Kerr County Joint Airport Board

**AGENDA DATE OF:** 5/22/2018

**DATE SUBMITTED:** 5/8/2018

**SUBMITTED BY:** Brenda Craig, City Secretary

**EXHIBITS:** Board Sheet

Letter and Application provided by the Airport Manager

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| <b>Expenditure Required:</b> | <b>Current Balance in Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|------------------------------|------------------------------------|-------------------------|------------------------|
| \$0                          | N/A                                | N/A                     | N/A                    |

**PAYMENT TO BE MADE TO:** N/A

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**SUMMARY STATEMENT:**

The term of Corey Walters (Place 1) will expire May 31, 2018. Pursuant to the interlocal agreement, the Kerrville-Kerr County Joint Airport Board would like to recommend Keith Miller be appointed to Place 1 effective June 1, 2018.

On January 23, 2018, Council appointed Scott Bolton to Place 1 to be effective June 1, 2018; however, Mr. Bolton withdrew his appointment due to a conflict of interest with his employer.

The Kerr County Commissioners' Court appointed Keith Miller to the airport board on May 14, 2018.

This item is eligible for discussion in executive session.

**RECOMMENDED ACTION:**

The Airport Board recommends Keith Miller be appointed to Place 1 on the Kerrville-Kerr County Joint Aiport Board, to be effective June 1, 2018 – May 31, 2020.

## **KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD**

|                          | <u>Telephone</u>   | <u>Orig.<br/>Appt.</u> | <u>Re-Appt.<br/>Date</u> | <u>Exp.<br/>Date</u> |
|--------------------------|--|------------------------|--------------------------|----------------------|
| WALTERS, ROGER "COREY"   | 257-6300 (O)<br>President (PL 1) 257-1314 (H)<br>222 Sidney Baker South, Ste. 305<br>E-mail <a href="mailto:cw717@ktx.com">cw717@ktx.com</a> | 10-27-09               | 05-24-16                 | 05-31-18             |
| LIVERMORE, ED (PL 2)     | 895-2820 (H)<br>3004 Pinnacle Club Ct. #2<br>E-mail <a href="mailto:elivermo@ktc.com">elivermo@ktc.com</a>                                   | 08-23-11               | 07-11-17                 | 05-31-19             |
| WOOD, WM. "BILL" (PL 3)  | 896-7742 (H)<br>3004 Pinnacle Club Dr. #4 329-2891 (C)<br>E-mail <a href="mailto:bill@satx.rr.com">bill@satx.rr.com</a>                      | 08-28-12               | 05-24-16                 | 05-31-20             |
| MOSIER, MARK (PL 4)      | 830-938-7300(C)<br>634 Lower Turtle Creek Rd.<br>e-mail <a href="mailto:drmm@iowatelecom.net">drmm@iowatelecom.net</a>                       | 02-28-17               | 07-11-17                 | 05-31-21             |
| MANS, "JAMES" JIM (PL 5) | 896-0297 (H)<br>3730 Club View Court 896-0298 (W)<br>E-mail <a href="mailto:cjamesmans@aol.com">cjamesmans@aol.com</a>                       | 01-23-18               |                          | 05-31-22             |

### **Airport Board Staff:**

Bruce McKenzie 896-9399 (O)  
Airport Manager 329-3764 (C)  
E-mail [bruce.mckenzie@kerrvilleairport.com](mailto:bruce.mckenzie@kerrvilleairport.com)

Qualifications: It is deemed desirable that all board members possess and will contribute a balance of expertise in business, financial, aviation, or management training and experience.

Powers and Duties: The board may exercise on behalf of the city and county any power possessed by either and those specifically provided by the code, including the power to lease property and facilities, and to buy and sell goods as an incident to the operation of the airport. However, the board is not authorized to impose a property tax, sell bonds, or otherwise enter into other debt instruments, dispose of airport property, or exercise the power of eminent domain without the prior written consent of the city and county. The board, following the prior written consent of the city and county, has the authority to apply for and to execute grant funding agreements. The board may improve, equip, maintain, operate, manage, regulate, protect, and police the airport. The board may realign, alter, acquire, abandon, or close a portion of a roadway or alleyway without a showing of paramount importance if the portions to be realigned, altered, acquired, abandoned, or closed are in the geographical

boundaries of the airport at the time of or after the realignment, alteration, acquisition, abandonment, or closing. The board shall have the responsibility and be in charge of the property, improvements, and other assets of the airport and shall receive revenues of the airport. be in charge of the disbursement of airport funds for airport purposes. The board shall also cause records to be kept of any and all revenues and disbursements. The board shall establish a fund to be maintained for the purpose of depositing all. This fund shall be kept and managed by the board and shall be established at a bank with a branch in Kerr County. Federal, state, or other contributions or loans and the revenue obtained from the operation of the airport shall be deposited to the credit of the joint fund. The board shall have an audit of the financial affairs of the board and its operation of the airport conducted each year by an independent accountant and shall furnish the audit to the city and county no later than December 1 of each year. The board shall ensure that all records regarding the operation of the airport are maintained, retained, and made available for public review in accordance with the Texas Public Information Act. All records shall be maintained at the airport. The board shall hire and employ an airport manager ("manager") and such other employees as are necessary for the operation of the airport. The board, through its manager and any other employees, shall be responsible for the day-to-day management of the airport. Toward that end, the board is authorized to enter into service contracts with other public or private entities. The board may adopt resolutions, rules, and orders for the operation of the airport. The board may lease airport property and may adopt fees and rental rates with respect to the use of airport services or use of airport property. Such fees and rates should be, to the extent possible, included within the board budget. The city and county acknowledge that the airport property is within the city's limits and is subject to the city's regulations. However, the board shall monitor and consider appropriate zoning for the airport and the immediately surrounding areas whose use may impact airport operations. The board shall adopt policies and procedures for the purchase of goods and services and for the accounting of the airport's finances, each in accordance with state law.

The board may insure itself, its contractors and subcontractors against liability arising from the operation of the airport for damages to the person or property of others, workers' compensation, and officers' and employees' liability. The board shall comply with the code and other state laws and local laws in all respects.

Number of Members: Five members: 1) The Board shall recommend persons to the County and City for consideration of appointment. The Board shall submit the names of such persons to each Party at least 60 days prior to the end of the particular place's term. In the event that a candidate recommended by the Board is not appointed by either Party, the Board shall recommend an alternative candidate. In the event that this second candidate is not appointed by either Party, the Board shall select another candidate who will be automatically appointed to the Board without the approval of the parties. 2) It is deemed desirable that all Board members possess and will contribute a balance of expertise in business, financial, aviation, or management training and experience. Appointments shall be made on or before June 1 of each year. 3) Replacement of members shall be made on or before June 1 of each year. 3) Replacement of members shall be in the same manner and under the same qualification as described above with such replacement being appointed to fulfill only that portion of the remaining term. 4) Any Board member may be removed by a

majority vote of each Party, for any reason. In addition, the Board may recommend to the County and City that a Board member be removed. 5) Board members shall be eligible for reappointment, but Board members are prohibited from serving more than 3 consecutive, 2-year terms. Only reappointments made after October 1, 2011 shall count toward this limitation.

Term of Office: Each board member shall be appointed for a two year term and shall continue to Serve in this capacity until their successor is appointed and is duly qualified. Upon the death of any member or should any member resign or for any reason become unable to serve, a replacement shall be appointed in the same manner as provided to fill the vacancy for the unexpired term. The terms of those board members who are serving in Place 1, 3 or 5 shall expire on June 1, 2010. The terms for those board members appointed to Places 2 and 4 shall expire on June 1, 2011. Board members shall be eligible for reappointment.

Meeting Time & Place: Third Monday of each month, 8:30 a.m. at Airport Terminal Building, Louis Schreiner Field Airport, 1877 Airport Loop Road, Kerrville, Texas. All such meetings of the board shall be held in accordance with the Texas Open Meetings Act.

Established by: Interlocal Agreement between the City of Kerrville, Texas and Kerr County, Texas. Ordinance No. 2004-21 (replaced in its entirety); amended by Resolution No. 069-2008 (joint management), Resolution 2016-45 (amended 8-8-17)  
Code of Ordinances: Chapter 22 - Article II - Section 22-31 through 22-33

Revised: April 26, 2018

**Kerrville/Kerr County Joint Airport Board**  
**Application for Consideration of Appointment**

Name: MILLER William Keith  
(Last) (First) (Middle)  
Home Address: 4216 STONE CREEK CIRCLE KERRVILLE TX 832-689-4076  
(Street) (Home Phone No.)  
EMAIL Address (Optional): KEITHMILLER2010@GMAIL.COM

Mailing Address: \_\_\_\_\_

Employer/Business: \_\_\_\_\_ (Business Phone /Fax)

Occupation: Retired Sysco Corporation (Name/Address)

Are you a qualified voter in Kerr County? \* ✓ Yes        No  
Kerrville: ✓ Yes        No

Please complete the following:

Education: BBA Business -Marketing MTSU

Business, Financial or Management Experience: Sysco Corporation 34 years  
See Bio ATTACHED

Aviation Industry Experience: STARTED Flying in High School, Finished  
Private CB, owned/3 Different A/C, Current 2015 Piper MATAIX, Inspected

Pilot: ✓ Yes        No      Aircraft Owner: ✓ Yes        No

Please specify membership on any other governmental board/commission/committee:

None

Please provide a brief narrative outlining your reasons for seeking appointment to the Joint Airport Board. (A brief letter and/or a resume' is preferable.)

See ATTACHED

Wm Keith Miller  
Signature

11/09/17  
Date

\*Term of appointment 2 years.

Return sealed application to Kerrville/Kerr County Joint Airport Board President, c/o Airport Manager, 1877 Airport, Kerrville, TX 78028; 830-896-9399.

NOTE: When filed, this will become a public document and may be disclosed per Texas Public Information Act. Your application will be kept on file for 12 months.

## **BIO: William "KEITH" Miller**

|              |  |
|--------------|--|
| 1982 - 1992  | Robert Orr/SYSCO Foods - Sr. V.P. of Sales and Marketing |
| 1992 - 1996  | Executive V.P. SYSCO Foods - Dallas                      |
| 1996 - 2002  | President SYSCO Foods - New Mexico                       |
| 2002 - 2010  | President SYSCO Foods - Houston                          |
| 2010 - 2014  | Market President South West - SYSCO Corporation          |
| January 2014 | Retired  |
| 2015         | Consultant for SYSCO Corporation                         |
| 2 years      | Board of Directors - New Mexico Restaurant Association   |
| 8 years      | Board of Directors - Houston Restaurant Association      |
| 4 years      | Directors Council - SYSCO Corporation                    |
| 2 years      | Member Ethics Council - SYSCO Corporation                |
| 4 years      | Chairman Merchandising Council - SYSCO Corporation       |
| 2016         | Appointed Board of Directors - SYSCO - Mexico            |
| 2017         | Appointed Advisory Board - Zilks Foods - Austin          |

November 30, 2017

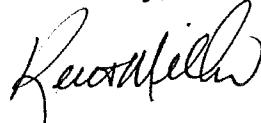
TO: Kerrville/Kerr County Joint Airport Board President

After serving for over 40 years in the foodservice distribution industry, my wife and I retired to Kerrville, Texas in 2014. Serving my last 33 years with Sysco Corporation from mid-management positions throughout senior executive positions has given me a varied experience level. As part of a 50+ billion dollar public company, budgets, targets, and expense initiatives were always our challenges. Since moving to Kerrville, being part of the aviation community scene has given me a similar look into the importance that our fine airport adds to this and surrounding communities. Talking with Bruce McKenzie over the past few years has made me aware of the pride and professionalism he and the Board take in the business approach to running this great community asset.

I would hope to bring that continued professional approach and possibly add my prior corporate experience and aviation experience to see that Kerrville/Kerr County Airport continues to lead and grow in the future.

Please consider this letter, bio and application as possible appointment to your Board.

Sincerely,



Keith Miller