

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, OCTOBER 23, 2012, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, OCTOBER 23, 2012, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE TO THE FLAG led by members of the Kerrville Fire Department.

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. PRESENTATIONS AND RECOGNITIONS

2A. A proclamation declaring October 31, 2013, as Sudie Burditt Day in recognition of her service to the community as Executive Director of the Kerrville Convention and Visitors Bureau. (Mayor Pratt)

3. CONSENT AGENDA:

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

3A. A resolution supporting Kerr County Soil and Water Conservation District's funding application to the Texas State Soil and Water Conservation Board for the Headwaters Upper Guadalupe River water supply enhancement project. (staff)

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

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 October 19, 2012 at 4:30 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

3B. Purchase of four (4) new vehicles for the police department at a total amount of \$123,656.00. (staff)

END OF CONSENT AGENDA

4. CONSIDERATION AND POSSIBLE ACTION:

4A. Funding agreement between the City of Kerrville, Texas, and the City of Kerrville, Texas Economic Improvement Corporation for Schreiner Golf Course improvements in the amount of \$608,141. (staff)

4B. Discuss increasing the fines for parking violations. (staff)

4C. Request by Kerrville Convention and Visitors Bureau, Inc. to negotiate a new eight (8) year agreement for convention and tourism promotion services. (staff)

4D. Nomination of projects to the Texas Department of Transportation (TxDOT) for federal funding as part of the 2012 Transportation Enhancement Program. (staff)

5. INFORMATION AND DISCUSSION

5A. Kerrville Triathlon Festival post-event review. (staff)

5B. Playhouse 2000 (P2K) third quarter financial report. (Mayor Pro Tem Keeble)

5C. Report on Kerr Economic Development Corporation activities. (Councilmember Conklin)

5D. Budget and economic update. (staff)

5E. River trail and Louise Hays Park project update. (staff)

6. ITEMS FOR FUTURE AGENDAS

7. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Announcement of items of community interest, including expressions of thanks, congratulations, or condolences; information regarding holiday schedules; honorary recognitions of city officials, employees, or other citizens; reminders about upcoming events sponsored by the City of Kerrville 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.

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

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Brenda Craig
City Secretary, City of Kerrville, Texas

8. EXECUTIVE SESSION:

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

Section 551.074:

- Annual review of city attorney.
- Annual review of city manager.

9. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

10. ADJOURNMENT.

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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 October 19, 2012 at 4:30 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

- 2A. A proclamation declaring October 31, 2013, as Sudie Burditt Day in recognition of her service to the community as Executive Director of the Kerrville Convention and Visitors Bureau. (Mayor Pratt)



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

PROCLAMATION

WHEREAS, Sudie Burditt faithfully served the citizens of City of Kerrville and the Texas Hill Country as Executive Director of the Kerrville Convention and Visitors Bureau for nearly 3 decades; and

WHEREAS, Sudie Burditt has been an icon of the Texas tourism and travel industry for many years; and

WHEREAS, Sudie Burditt has achieved the highest levels of professional and personal respect by her peers in the tourism industry and Kerrville community leaders; and

WHEREAS, Sudie Burditt is recognized as an expert in the field by the State of Texas; and

WHEREAS, Sudie Burditt has been a driving force behind numerous economic development projects that contributed to the economic health and vitality of the City of Kerrville and the region; and

WHEREAS, Sudie Burditt enlivened the community through her warm and generous personality and galvanized the Kerrville Convention and Visitors Bureau to achieve greater heights through her tireless dedication and can-do attitude; and

WHEREAS, Sudie Burditt is taking her well-earned retirement effective November 1, 2012, and her last day on the job will be October 31, 2012; now

THEREFORE BE IT RESOLVED, that the City Council of the City of Kerrville, Texas, honors the commitment and achievements of Sudie Burditt and hereby proclaims October 31, 2012, as

SUDIE BURDITT DAY

and calls upon all citizens to honor her and congratulate her on her retirement.



IN WITNESS WHEREOF,
I have hereunto set my hand and
Caused the Seal of the City of
Kerrville to be affixed hereto,
The _____ day of _____, 2012

Jack Pratt, Mayor

Agenda Item:

3A. A resolution supporting Kerr County Soil and Water Conservation District's funding application to the Texas State Soil and Water Conservation Board for the Headwaters Upper Guadalupe River water supply enhancement project. (staff)

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

SUBJECT: Resolution supporting Kerr County Soil and Water Conservation District's grant application to the Texas State Soil and Water Conservation Board for Water Supply Enhancement Funding

FOR AGENDA OF: October 23, 2012 **DATE SUBMITTED:** October 18, 2012

SUBMITTED BY: Todd Parton,
City Manager

CLEARANCES: Mike Hayes, City Attorney

EXHIBITS: Draft Resolution

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *[Signature]*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The Kerr County Soil and Water Conservation District (SWCD) is submitting an application to the Texas State Soil and Water Conservation Board (TSSWCB) for Water Supply Enhancement Program funding in the amount of \$100,000. The Water Supply Enhancement Program provides cost share funding to landowners engaged in brush management, primarily the removal of Ashe juniper. Studies have indicated that brush removal can help increase aquifer recharge, enhance springflows, and subsequent river flow.

The Headwaters Upper Guadalupe River Water Supply Enhancement Project application focuses on brush removal in western Kerr County only. Spring flow from the North Fork, South Fork and Johnson Creek watersheds comprise 90% or more of the surface water flow of the Guadalupe River in Kerrville. Enhancing available water from these watersheds will directly enhance the amount of surface water available in Nimitz Lake for the residents of the City of Kerrville and all water bodies downstream and the populations that rely on them. The 2011 Plateau Region Water Plan predicts water supply shortages during drought of record conditions for the City of Kerrville and also includes brush management as a water management strategy for Kerr County.

If the Kerr County SWCD is awarded the funding, they will execute contracts with western Kerr County landowners to remove brush during fiscal year 2013 (through August 31, 2013). To further incentivize landowners in western Kerr County to engage in brush management, the Upper Guadalupe River Authority administers a program to reimbursement landowners 25% of the amount paid by TSSWCB upon contract

completion.

RECOMMENDED ACTION

Staff recommends that the City Council pass the attached resolution supporting the Kerr County Soil and Water Conservation District funding application to the Texas State Soil and Water Conservation Board for the Headwaters Upper Guadalupe River Water Supply Enhancement Project.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. -2012**

A RESOLUTION SUPPORTING KERR COUNTY SOIL AND WATER CONSERVATION DISTRICT'S FUNDING APPLICATION TO THE TEXAS STATE SOIL AND WATER CONSERVATION BOARD FOR THE HEADWATERS UPPER GUADALUPE RIVER WATER SUPPLY ENHANCEMENT PROJECT

WHEREAS, in 1985 the Texas Legislature established the Texas Brush Control Program; and

WHEREAS, the Texas Brush Control Program is administered by the Texas State Soil and Water Conservation Board ("TSSWCB"), which has the authority to delegate responsibility for certain portions of the program to local soil and water conservation districts; and

WHEREAS, the goal of the Texas Brush Control Program, also known as the Water Supply Enhancement Program, is to enhance the state's water resources through selective control of brush species; and

WHEREAS, numerous studies have indicated that brush control, primarily the removal of Ashe Juniper, can help increase aquifer recharge and enhance spring and subsequent river flows; and

WHEREAS, the Water Supply Enhancement Program allows landowners to apply for financial and technical assistance for specific conservation practices, including brush management; and

WHEREAS, the Upper Guadalupe River Authority ("UGRA") and the Kerr County Soil and Water Conservation District ("SWCD") each desire to facilitate brush control water enhancement projects within Kerr County (the "Projects"); and

WHEREAS, SWCD is applying to the TSSWCB for funding under the Water Supply Enhancement Program in the amount of \$100,000 for Projects within Kerr County; and

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

The City Council for the City of Kerrville, Texas, supports the Kerr County Soil and Water Conservation District and its application to the Texas State Soil and Water Conservation Board for funding that will facilitate brush control water enhancement projects within Kerr County.

PASSED AND APPROVED ON this the _____ day of _____, A.D.,
2012.

Jack Pratt, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Brenda G. Craig, City Secretary

Agenda Item:

- 3B. Purchase of four (4) new vehicles for the police department at a total amount of \$123,656.00. (staff)

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

SUBJECT: Approval of bid and authorization to purchase new vehicles for the police department.

FOR AGENDA OF: October 23, 2012 **DATE SUBMITTED:** October 11, 2012

SUBMITTED BY: Chief John Young **CLEARANCES:** Todd Parton, City Manager

EXHIBITS: Vehicle Specification sheet/ purchase costs

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

| Expenditure Required: | Current Balance in Account: | Amount Budgeted: | Account Number: |
|--------------------------|--------------------------------|---------------------|--------------------|
| \$ 123,656 | \$150,000 | \$150,000 | 18-800-503 |

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The staff contacted the local government-purchasing cooperative to determine the availability and cost of purchasing 4 new vehicles which are approved in the FY13 budget. Buyboard purchases city fleet vehicles and equipment in large numbers for numerous cities. Their ability to purchase in bulk, translates into cost savings of equipment for purchasing cities. The listed prices for four (4) new Chevrolet Caprice marked police vehicles with extended warranties were obtained from the local government-purchasing cooperative, Buyboard. The total cost of four (4) vehicles is \$123,656 including a \$400 Buyboard fee.

4---2013 Chevrolet Caprices -----18-800-503-----\$123,256+\$400 Buyboard fee = \$123,656

RECOMMENDED ACTION

The Chief of Police recommends that City Council approve the bid and authorize the purchase of four (4) vehicles from the local government-purchasing cooperative, Buyboard. The vehicles purchased will replace patrol vehicles within the current fleet that are high mileage and/or require excessive maintenance.

QUOTE# 00A

CONTRACT PRICING WORKSHEET

| End User: CITY OF KERRVILLE | | Contractor: CALDWELL COUNTRY | | | |
|---|--|--|-----------|-------------|------|
| Contact Name: DAVID KNIGHT | | CALDWELL COUNTRY | | | |
| Email: DAVID.KNIGHT@KERRVILLETX.GOV | | Prepared By: Averyt Knapp | | | |
| Phone #: 830-792-2715 830-739-2702 -C | | Email: aknapp@caldwellcountry.com | | | |
| Fax #: | | Phone #: 800-299-7283 or 979-567-6116 | | | |
| Location City & State: KERRVILLE | | Fax #: 979-567-0853 | | | |
| Date Prepared: OCTOBER 10, 2012 | | Address: P. O. Box 27, Caldwell, TX 77836 | | | |
| Contract Number: BUY BOARD #358-10 | | Tax ID # 14-1856872 | | | |
| Product Description: 2013 CHEVROLET CAPRICE PPV 1EW19 | | | | | |
| A Base Price & Options: | | | \$30,814. | | |
| B Published Options | | | | | |
| Code | Description | Cost | Code | Description | Cost |
| | 6.0LV8-FFV, REAR WHEEL DRIVE, 6-SPD AUTOMATIC, AIR CONDITION, AMFM-CD, TILT, CRUISE, POWER SEATS/LUMBAR-DRIVER PASSENGER, CLOTH BUCKET FRONT/VINYL REAR BENCH, FULL RUBBER FLOOR, FULL SIZE SPARE, DUAL BATTERIES, TRUNK SLIDE TRAY, FRONT/REAR STROBES, POWER SUPPLY, CONSOLE MOUNTING BASE, SA315P, FLASHER SYSTEM FRONT/REAR, LH SPOTLIGHT, POWER MIRRORS, POWER WINDOWS, POWER LOCKS, TILT, CRUISE, REAR DEFOGGER, SINGLE KEY FLEET 6E3, GRILLE LAMP SIREN/SPEAKER WIRING, AUXILIARY DOME LAMP, TRUNK CARGO MAT, WIRING FOR CUSTOMER CONNECTION TO FRONT DOOR SPEAKERS, WIRING-HORN SIREN CIRCUIT-INLINE, SPECIAL TWO TONE PAINT-FOUR DOORS/ROOF, GM WARRANTY 5YR/100,000 POWERTRAIN @ N/C | INCL | | | |

| | | | | | |
|--|--|--|--|-----------------------|--|
| | | | | CALDWELL COUNTRY | |
| | | | | PO BOX 27 | |
| | | | | CALDWELL, TEXAS 77836 | |

Subtotal B INCL

C Unpublished Options

| Code | Description | Cost | Code | Description | Cost |
|------|-------------|------|------|-------------|------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc..)

Subtotal D INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D) \$30,814
Quantity Ordered 4
X

Subtotal E \$123,256

F Non-Equipment Charges (Trade-In, Warranty, Etc..)
BUY BOARD \$400

G. Color of Vehicle: BLACK & WHITE (4 DOORS/ROOF-\$780 INCL) INCL

H. Total Purchase Price (E+F) \$123,656

| | |
|--------------------------|-------------------|
| Estimated Delivery Date: | 120-150 DAYS APPX |
|--------------------------|-------------------|

Agenda Item:

4A. Funding agreement between the City of Kerrville, Texas, and the City of Kerrville, Texas Economic Improvement Corporation for Schreiner Golf Course improvements in the amount of \$608,141. (staff)

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

SUBJECT: Funding agreement between the City of Kerrville, Texas, and the City of Kerrville, Texas Economic Improvement Corporation for Schreiner Golf Course improvements in the amount of \$608,141

FOR AGENDA OF: October 23, 2012 **DATE SUBMITTED:** October 18, 2012

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

EXHIBITS: Draft Funding Agreement for Improvements to the Schreiner Golf Course

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

At its meeting of October 15, 2012, the EIC Board held a public hearing and voted to approve a funding agreement for improvements to the Schreiner Golf Course. No one was present to speak at the public hearing. The funding agreement will provide \$608,141 to fund the construction of a 1,600 square foot pavilion, reconstruction of the parking lot, and realignment of Country Club Drive.

Funds will be eligible for allocation after December 14, 2012, 60 days from the October 15, 2012 approval date in accordance with state 4B regulations. Below is a potential project timeline.

Potential Timeline

| | |
|-------------------|--|
| October 15, 2012 | EIC Funding Agreement for project |
| October 23, 2012 | City Council approval of Funding Agreement for project |
| December 1, 2012 | Begin design |
| January 31, 2013 | Complete design |
| February 1, 2013 | 1 st Advertisement for bid |
| February 8, 2013 | 2 nd Advertisement for bid |
| February 12, 2013 | Pre- Bid meeting with potential contractors |
| February 19, 2013 | Open Bids for project |
| February 26, 2013 | City Council awards construction of project |
| March 5, 2013 | Pre-Construction Meeting |
| March 15, 2013 | Construction begins |
| May 15, 2013 | Construction completed |

June 1, 2013

Pavilion and parking lot opens for use

RECOMMENDED ACTION

The EIC Board voted to approve this funding agreement as presented. City staff also recommends approval as presented.

**PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE,
TEXAS, ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF
KERRVILLE, TEXAS (SCHREINER GOLF COURSE IMPROVEMENTS)**

THIS PROJECT FUNDING AGREEMENT is entered into this _____ day of _____, 2012, by and between the City of Kerrville, Texas Economic Improvement Corporation ("Corporation"), a Texas non-profit corporation established by City pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (otherwise known as the Development Corporation Act of 1979 and hereafter called "the Act") and the City of Kerrville, Texas ("City"), a Texas home-rule municipality.

WITNESSETH:

WHEREAS, pursuant to Chapter 505 of the Act, Corporation is authorized to undertake, or to provide funding to City to undertake, projects which the Corporation finds to be encompassed by the definition of "projects" as that word is defined in Chapters 501 and 505 of the Act; and

WHEREAS, EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects as defined by the Act, including:

Projects related to recreational or community facilities to include land, buildings, equipment, facilities, and improvements required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, and public park purposes and events, including parks and park facilities, open space improvements, and related concession and automobile parking facilities, related area transportation facilities, and related roads, streets, and other related improvements that enhance any of these items as provided for by Section 505.152 of the Act; and

WHEREAS, City proposes to design and construct a 1,600 square foot pavilion and to design and reconstruct the parking lot and access street for the City's Schreiner Golf Course (the "Project"); and

WHEREAS, the Project will increase the accessibility to and the usability of the City's Schreiner Golf Course; and

WHEREAS, Corporation finds that the construction of the Project as described generally above constitutes a "project" as defined by the Act; and

WHEREAS, Corporation finds that the Project is required or suitable for the use of professional and amateur sports; and

WHEREAS, Corporation finds that it will be in the public interest to enter into this Agreement with City to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to City for costs related to the Project; and

WHEREAS, on October 15, 2012, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, Corporation held a public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B Revenues for the Project;

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

1. **“Project” Defined:** When used in this Agreement, the phrase “Project” means the project summary as described in **Exhibit A** attached hereto and included herein for all purposes. Said description shall not be substantively altered in any respect without the prior approval of the Corporation.
2. **Agreement to Fund Project:** Corporation agrees to provide to City an amount up to and not to exceed \$608,141.00 in 4B Revenues to be used for the design, bidding and/or request for proposals, construction, and installation of the Project. The City is authorized to make payments for the herein described purposes directly from the Sales Tax Improvement Fund (Fund 40) or by making a transfer of 4B Revenues from the Sales Tax Improvement Fund (Fund 40) to one or more funds described in the City’s approved budget. Transfers shall be limited to the actual amount of the payment draws submitted by the selected contractor(s) and/or the actual costs to City related to the Project.
3. **Eligible Costs:** Payments made by City from 4B Revenues as authorized by Section 2, above, shall be limited to the payment of “costs” as defined in the Act.
4. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Kerr County, Texas. Accordingly, venue for any cause of action arising pursuant to this Agreement shall be proper only in Kerr County, Texas.

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

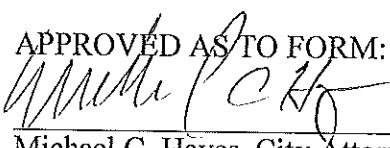
CITY OF KERRVILLE, TEXAS

By: _____
Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

CITY OF KERRVILLE, TEXAS ECONOMIC
IMPROVEMENT CORPORATION

By: _____
David Wampler, President

ATTEST:



Rex Boyland, Secretary for the Corporation

Exhibit A
Project Description
Schreiner Golf Course

1. Explanation of the Nature and Scope of the Project:

This project consists of two components. It will fund the construction and landscaping of the parking lot and build a new pavilion.

Existing parking will be reconfigured and Country Club Drive realigned. The reconfiguration of the parking lot will add 30 more stalls, increasing from 70 to 100. It will also result in one entrance into the parking lot. Country Club Drive will be realigned to move traffic as far to the west as possible and to minimize conflicts between through traffic and golf patrons. The project will also incorporate a landscaped median to improve safety, provide shade, and enhance aesthetics. It will also help to improve buffering with adjacent residential uses. Project funding for the parking lot and related improvements includes engineering design, construction, and materials testing.

The new pavilion will consist of a 40' by 40' structure (1,600 square feet). Design elements will be included to ensure that the pavilion matches the architecture of the existing pro shop. This part of the project will include the rehabilitation of the existing retaining wall below the pavilion area, a cart path connection from the pavilion to the golf course, electrical outlets, lighting, ceiling fans, and a score board. The pavilion will provide for covered parking for golf carts during normal operations and provide a covered facility with full amenities to support more tournament play. Project funding for the pavilion includes architectural design, construction, and materials testing.

2. Proposed Site and Existing Improvements:

Attached is a graphic showing the proposed improvements in addition to the existing conditions.

3. Proposed Improvements:

The proposed improvements will be consistent with those described in 1 above. The improvements will substantially comply with the documents as listed below and attached to this Exhibit 1:

Final Concept – Scott Schreiner Golf Course Parking Lot, Dated May 2009
Professional Design Services Proposal for Scott Schreiner Golf Course Pavilion Submitted by
Peter Lewis Architect + Associates – Dated July 12, 2012

4. Cost Estimate for Improvements:

Cost estimates are as follows:

Parking Lot

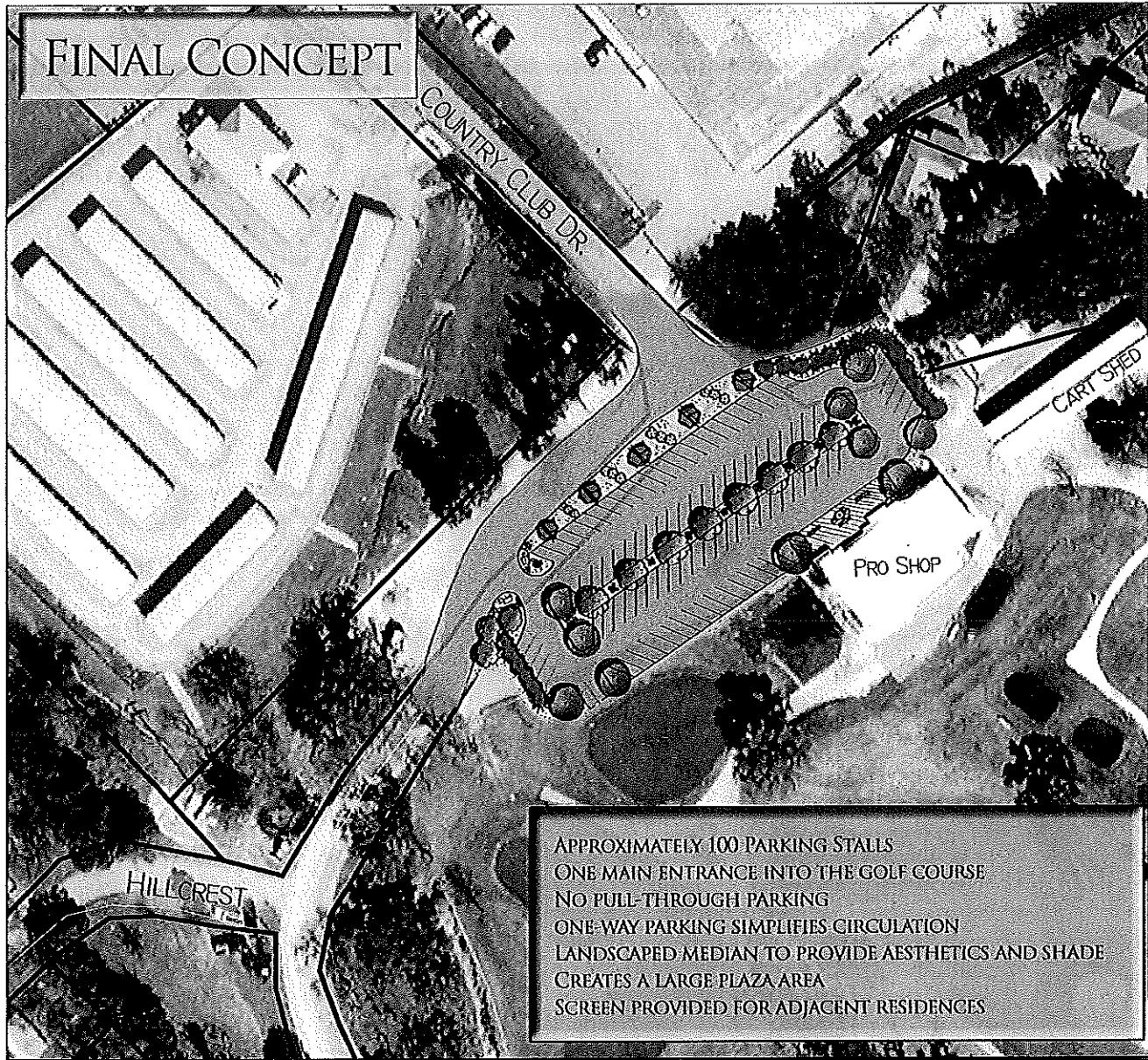
| | |
|---------------------------|------------------|
| Engineering Design | \$ 23,800 |
| Construction Estimate | \$308,341 |
| <u>Materials Testing</u> | <u>\$ 5,000</u> |
| TOTAL PROJECT COST | \$337,141 |

Pavilion

| | |
|---------------------------|------------------|
| Architectural Design | \$ 18,500 |
| Construction Estimate | \$250,000 |
| <u>Materials Testing</u> | <u>\$ 5,000</u> |
| TOTAL PROJECT COST | \$271,000 |

TOTAL PROJECT FUNDING **\$608,141**

FINAL CONCEPT



SCOTT SCHREINER GOLF COURSE PARKING LOT
KERRVILLE, TEXAS

MAY 2009



PETER LEWIS
ARCHITECT + ASSOCIATES

July 12, 2012

Kristine Ondrias, Assistant City Manager
City of Kerrville
800 Junction Highway
Kerrville, TX 78028

RE: Professional Design Services Proposal
Scott Schreiner Golf Course Pavilion
Kerrville, Texas

Dear Kristine:

Thank you for the continuing opportunity to be of service to the City of Kerrville

Based generally upon preliminary Design drawings prepared in October of 2005 and my meeting with Scott McDonough, on April 13, 2012, we have prepared this Proposal. Please allow the following to document our understanding of Scope, Services and Fee.

I. Work Scope

- A. 40'x40' covered area with concrete slab
- B. Site grading and retaining wall
- C. Sidewalk connection to parking area
- D. Lighting and ceiling fans
- E. ADA/TAS compliance

II. Scope of Services

- A. Meet with Assistant City Manager, City staff and EIC representative, as required
- B. Meet with Scott Schreiner Golf Course staff, as required
- C. As-built survey and documentation
- D. Schematic Design Services
 - 1. Site Plan
 - 2. Architectural Floor Plan
 - 3. Exterior Elevations
 - 4. Presentation Drawings
- E. Construction Document Services (DD/CD)
 - 1. Demolition Plans
 - 2. Site Grading and Retaining Wall : Maxwell Engineering, PLLC
 - 3. Architectural
 - 4. Electrical: ESA Mechanical & Electrical Engineering, Inc.
 - 5. Foundation and Framing Plans: Maxwell Engineering, PLLC.
 - 6. Project Specifications
 - 7. Assist City of Kerrville during Bid Phase, as required
- F. Construction Contract Administration Services (CCA)
 - 1. Periodic Site Visits
 - 2. Office Construction Administration
 - 3. Shop Drawing and Submittal Review
 - 4. Project Meetings with Owner and Contractor
 - 5. Review Applications for Payment and Issue Certificates for Payment
 - 6. Issue Certificate of Substantial Completion

III. Fixed Fee

Our services will be provided for a Fixed Fee of Eighteen thousand Five hundred and no/100 dollars

\$18,500.00

| | |
|---------------------|--------------|
| Architect | \$ 12,500.00 |
| Civil | \$ 1,250.00 |
| Structural | \$ 3,250.00 |
| Electrical Engineer | \$ 1,500.00 |

IV. Reimbursable Expenses

Reimbursable expenses will be billed at a multiple of 1.15 times cost (invoice): reproduction of documents, shipping and mailing expenses, long distance telephone and fax, Consultants not included above. Project related mileage will be billed at current Standard Rate.

| | |
|---------------------------------|-----------|
| Estimated Reimbursable Expenses | \$ 500.00 |
|---------------------------------|-----------|

V. Additional Services, if requested and approved in writing, will be provided on an Hourly basis according to our Hourly Fee Schedule

| | |
|-----------------------------------|---------------|
| Principal/Overall Project Manager | \$ 135.00/Hr. |
| Project Architect | \$ 110.00/Hr. |
| Professional Intern | \$ 75.00/Hr. |
| Project Technician | \$ 60.00/Hr. |
| Admin./Clerical | \$ 35.00/Hr. |

This Professional Design Services Proposal generally describes the Services to be provided and their associated Fees. If we are in agreement on both of these items, please indicate so by signing and returning a copy of this Proposal. Please call me, if you have any questions.

We look forward to getting started!

Very truly yours,



Peter W. Lewis, Architect
Principal

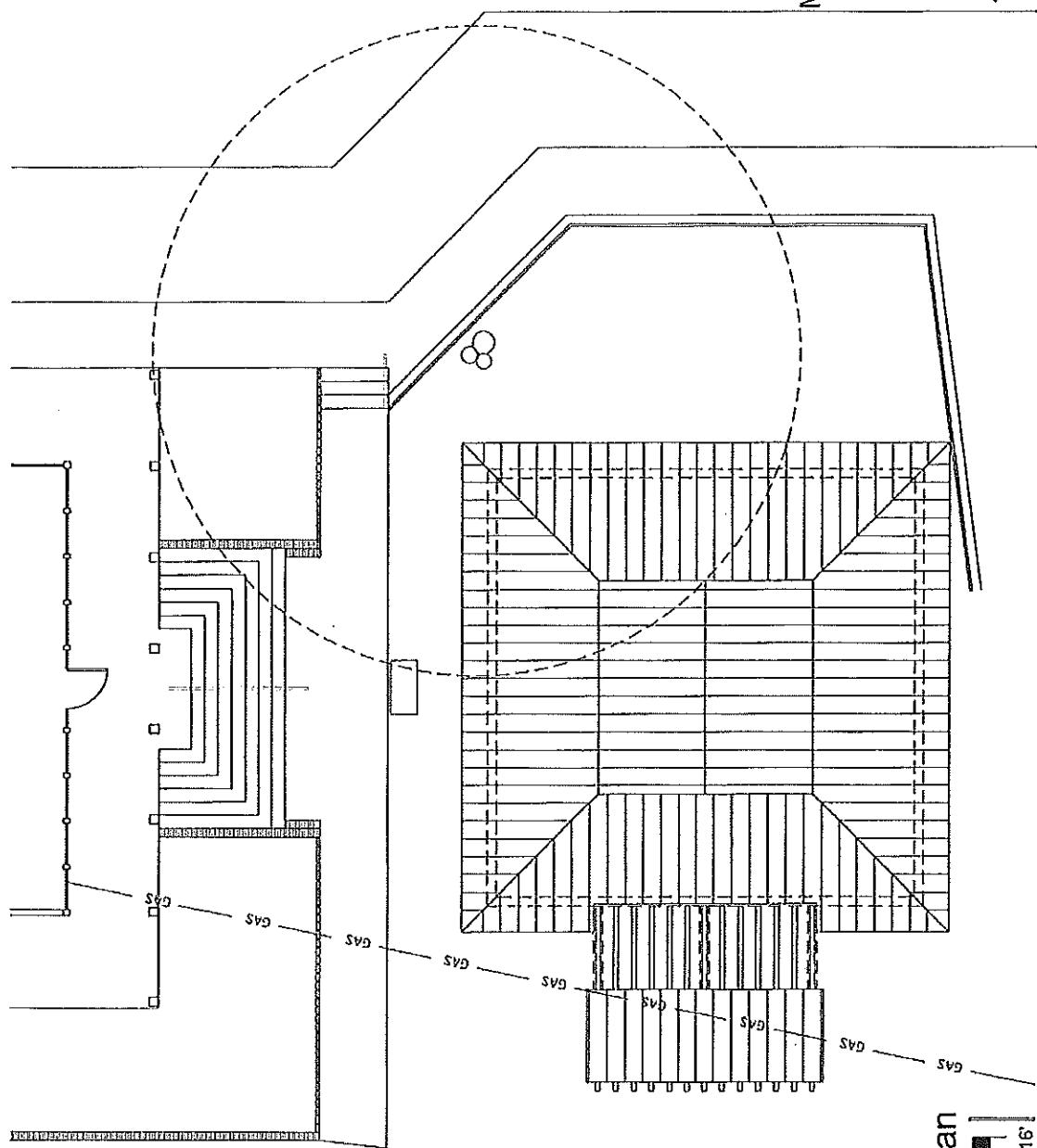
Accepted for City of Kerrville

Date

Schreiner Scott
Municipal Golf Course
Pavilion

1 County Club Drive
Kerrville, Texas 78028
20-0523 9-16-05

PETER LEWIS
ARCHITECT + ASSOCIATES

Proposed Site Plan

0 8' 16' 24'
Plan North

CD
7/05

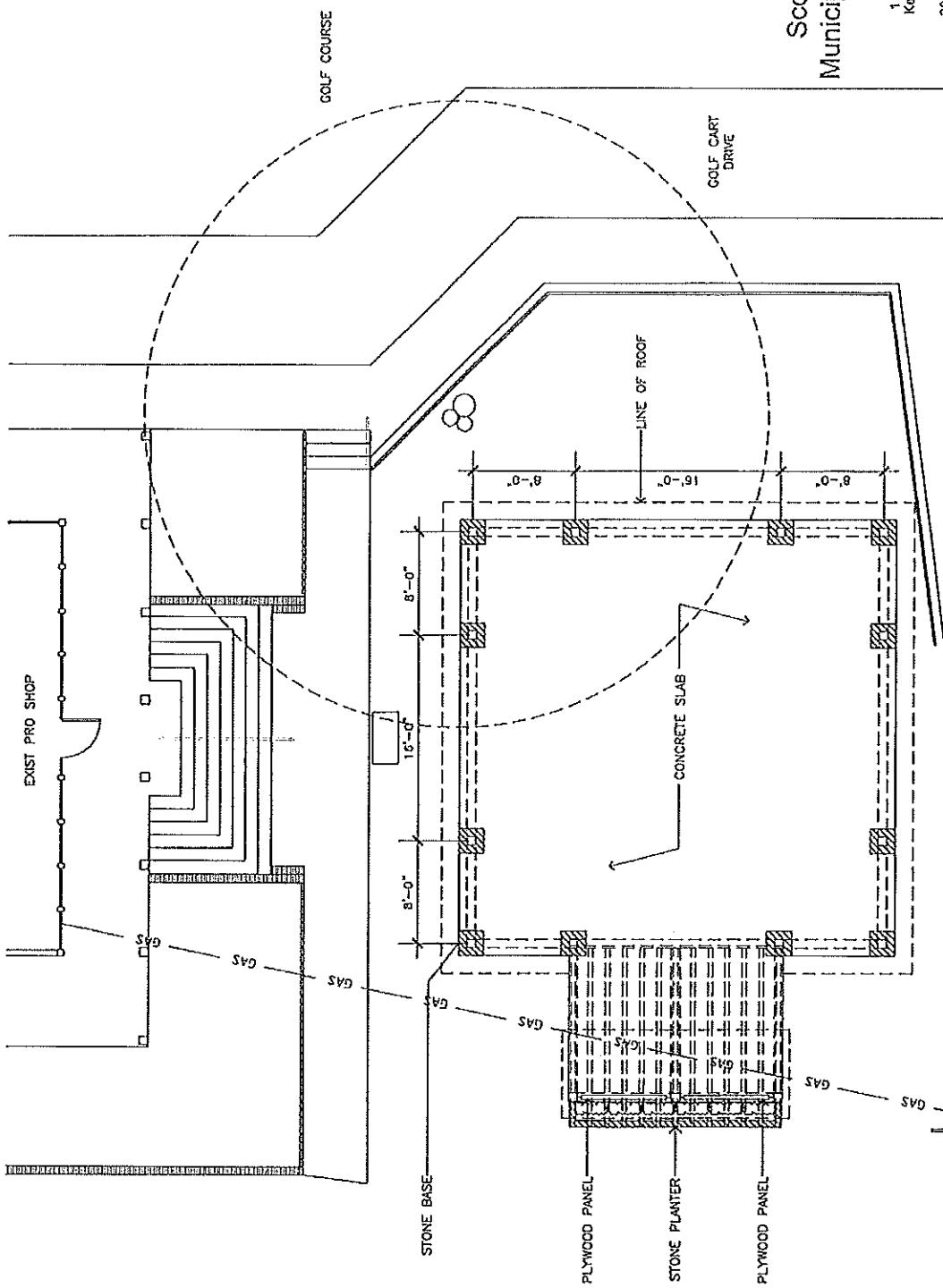
Scott Schreiner
Municipal Golf Course
Pavilion

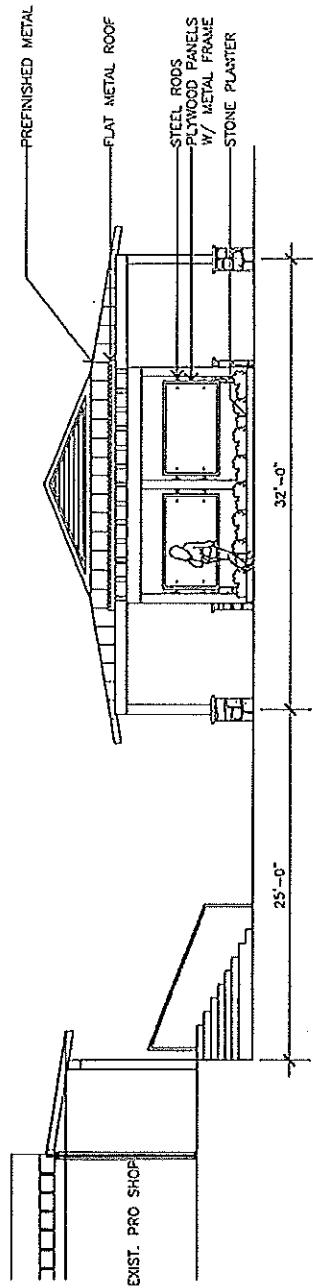
1 Country Club Drive
Kerrville, Texas 78028



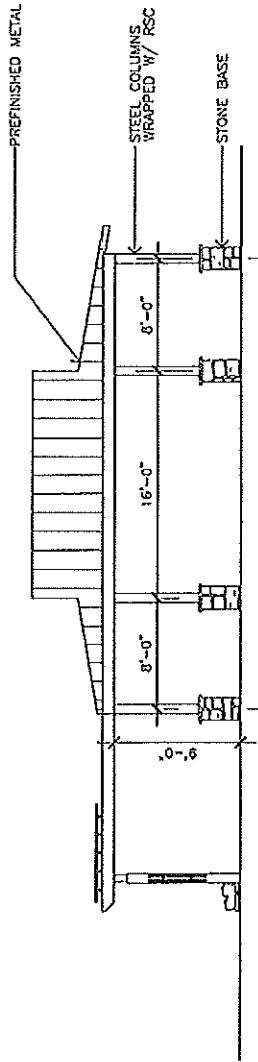
PETER LEWIS
ARCHITECT + ASSOCIATES

Proposed Fluor Flare





Proposed Northwest Elevation



Proposed Southwest Elevation

Scott Schreiner
Municipal Golf Course
Pavilion

Proposed Elevations

0 8' 16'

CD

1 Country Club Drive
Karnville, Texas 78028

20-0523 10-6-05

PETER LEWIS
ARCHITECT + ASSOCIATES

Agenda Item:

4B. Discuss increasing the fines for parking violations. (staff)

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

SUBJECT: Discussion and direction to city staff to increase the fines for parking violations

FOR AGENDA OF: October 23, 2012 **DATE SUBMITTED:** October 18, 2012

SUBMITTED BY: Todd Parton, **CLEARANCES:** Mike Hayes, City Attorney
City Manager

EXHIBITS: Kerrville Code of Ordinances, Section 102-35. – Parking Fines, court costs and procedures for collections

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *WP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Downtown has an enforceable two hour parking violation fine of \$5. The purpose of regulated parking hours downtown is to encourage turnover of the parking stalls for local businesses. An increase in the fines may deter violations.

City staff is proposing to increase the parking violation fine from \$5 to \$50 per violation. Fines for parking violations apply throughout the entire community and this amendment will be applicable throughout the city.

This issue has been reviewed and discussed with representatives of the Main Street Advisory Board and the Historic Downtown Business Alliance.

The Water Street parking garage offers an alternative for free, covered, unlimited parking convenient to the downtown area.

RECOMMENDED ACTION

Staff recommends that the City Council direct city staff to prepare an ordinance to increase the parking violation fine from \$5 to \$50 and to schedule the ordinance for first reading at the City Council meeting scheduled for November 13, 2012.

Sec. 102-35. - Parking fines, court costs and procedures for collection.

(a) A person, or other legal entity, violating any of the provisions of state law or this chapter regarding stopping, standing or parking of a vehicle shall have 14 days to pay a fine to the city in the following amounts or otherwise to enter an appearance in municipal court:

(1) For parking offenses specifically set forth in the state transportation code or where a fine is not otherwise set forth in this section, the fine shall be in accordance with section 1-7

(2) For parking offenses arising from parking in a parking space for a period of time longer than the posted time limit, the fine shall be \$5.00 per violation;

(b) If a person fails to pay the fine or enter an appearance in municipal court for parking offenses described in subsection (a)(2) of this section, within the stated 14 days, then the fine thereafter shall be doubled for each violation, and the clerk of the municipal court shall send to the owner of the motor vehicle, at his last known address, a letter informing him of the violation and giving him notice that he must either pay the fine within ten days of the notice of the letter, or return a notice in writing to the clerk promising to appear on a trial date.

(c) If a person requests a trial date, the clerk shall promptly notify him by mail of such trial date.

(d) If the person fails to respond to the ten-day notice letter or fails to appear on the trial date, then he shall be found guilty of the offense and a fine of \$5.00 shall be assessed against such person. In addition, if the fine so assessed remains unpaid after an additional ten days, a complaint may be filed and an arrest warrant may be issued for such person.

Agenda Item:

4C. Request by Kerrville Convention and Visitors Bureau, Inc. to negotiate a new eight (8) year agreement for convention and tourism promotion services. (staff)

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

SUBJECT: Consideration for direction to city staff a request by the Kerrville Convention and Visitors Bureau (CVB) to negotiate a new 8-year agreement

FOR AGENDA OF: October 23, 2012 **DATE SUBMITTED:** October 18, 2012

SUBMITTED BY: Todd Parton,
City Manager **CLEARANCES:** Mike Hayes, City Attorney

EXHIBITS: CVB Letter, Dated October 4, 2012
CVB Contract No. 2005-55

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *WP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

On August 23, 2005, City Council approved Resolution No. 065-2005 authorizing an agreement between the City of Kerrville and the Kerrville Convention and Visitors Bureau (CVB) for convention and tourism promotion services. The term of this contract was eight (8) years and terminates on September 30, 2013.

On October 3, 2012, the Kerrville Convention and Visitors Bureau Board voted to implement the renewal process requesting another eight (8) year contract. A letter was received from the CVB on October 4, 2012, officially requesting that the City of Kerrville negotiate a new 8-year contract to extend from October 1, 2013 to September 30, 2021.

Should the City Council decide to negotiate a new agreement, City Staff requests general direction on the following topics:

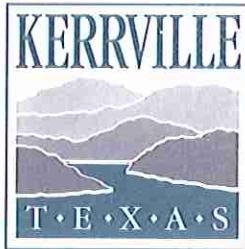
1. Term of the agreement – is a multi-year agreement acceptable and what should the term be?
2. Routine Reporting – does the City Council want to modify the current reporting requirements in the existing agreement?
3. Benchmarking – would the City Council like to incorporate some means to measure the effectiveness of CVB marketing and sales initiatives?

4. Funding Allocation – does the City Council want to maintain the current funding allocation process outlined in the existing agreement?
5. Other – are there any other general topics that the City Council would like city staff to discuss with the CVB staff?

RECOMMENDED ACTION

Authorization for the City Manager to negotiate an agreement with the CVB staff and to present it to the City Council for discussion and consideration.

City staff is requesting authorization to negotiate a draft agreement with the CVB staff. The draft agreement would be presented to both entities for consideration.



October 4, 2012

Mr. Todd Parton
City Manager
City of Kerrville
800 Junction Highway
Kerrville, TX 78028

Greetings Todd,

October 1, 2012, began the final year of the current eight-year contact between the City of Kerrville and the Kerrville Convention & Visitors Bureau. During the October 3, 2012 Board of Director's meeting, The Kerrville Convention & Visitors Bureau Board voted to implement the renewal process, requesting another eight-year contract between the two entities.

Tourism is one of the strongest economic generators for Kerrville and Kerr County. In addition to paying hotel occupancy tax, visitors to our community have shopped in our stores, dined in our restaurants, participated in our special events and enjoyed our cultural activities. Every dollar these visitors spent enhanced the sales tax base, which lightened the tax burden for citizens of Kerrville during the current contract period, due in part, to the efforts of the Kerrville Convention & Visitors Bureau. In 2011, Kerrville was host to 2,176,341 visitors, which booked 219,425 room nights and had a direct economic impact of \$54,144,953 to our community. The Kerrville Convention & Visitors Bureau has been excellent stewards of the Hotel Occupancy Tax funds. Our financial statements have been independently audited annually and submitted to the City Council each year during the contract period. Each of the audits produced favorable results.

The Kerrville Convention & Visitors Bureau Board of Directors respectfully request a renewed 8-year contract beginning with the 2013-2014 fiscal year; however, we are making the request at this time so business can continue without interruption.

Thank you for your attention to this request, Todd. Please advise me of the procedure needed to renew the contract, so we can continue this important task for the community.

Sincerely,

Charlie McIlvain, CTP
Executive Director

Kerrville Convention & Visitors Bureau

2108 Sidney Baker • Kerrville, Texas 78028

830 792-3535 • Fax 830 792-3230 • www.kerrvilletexascvb.com • email: info@kerrvilletexascvb.com

**CONTRACT BETWEEN CITY OF KERRVILLE, TEXAS AND
KERRVILLE CONVENTION & VISITORS BUREAU, INC.
FOR CONVENTION AND TOURISM PROMOTION SERVICES**

This agreement ("Contract") is made and entered into by the City of Kerrville, Texas, a municipal corporation, hereinafter referred to as "City", and the Kerrville Convention & Visitors Bureau, Inc., a Texas non-profit corporation, hereinafter referred to as "CVB", each acting by and through its authorized officials.

For and in consideration of the agreements herein contained, the City and CVB hereby covenant and agree as follows:

**ARTICLE 1
CVB COVENANTS**

In consideration of City's agreement to pay monies to CVB from its hotel occupancy tax revenues collected by City in accordance with Chapter 351 of the Texas Tax Code, as hereinafter provided, CVB agrees to undertake activities for the promotion of tourism and the convention and hotel industry through advertising and conducting promotional programs to attract tourists and convention delegates to Kerrville, all in accordance with the CVB marketing plan presented to the City Council for each fiscal year, as hereinafter provided.

Specifically, but without limitation, CVB covenants and agrees as follows:

- 1.1 To promote the lease and use of the Kathleen C. Cailloux City Center for the Performing Arts and other public facilities on dates available in such facilities.
- 1.2 To conduct coordinated state, regional and national advertising, publicity and promotion campaigns emphasizing the attractions offered in the City to meetings, groups and visitors.
- 1.3 To maintain exhibit booths for the purpose of attracting visitors, conventions, meetings, exhibits, selected trade, sports and consumer shows, and other events to City and/or areas in the vicinity of City.
- 1.4 To cause to be printed and distributed in adequate quantities visitor literature of substantive quality and material to all Texas Department of Transportation Tourist Information Centers, as well as Visitor Information Centers located in places of public accommodation, and any other locations considered desirable, including the Convention & Visitors Bureau Information Center and other visitors information centers located within City's incorporated limits which are owned and/or operated by City or CVB.
- 1.5 To participate in appropriate tourism agencies and convention associations such as the Texas Economic Development and Tourism Office of the State of Texas, and the Texas Society of Association Executives as well as other agencies in order to assure that favorable publicity about the City may be continued and expanded.

Approved by City Council
at: August 13, 2005
Volume 25 Page 380
Resolution No. 065-2005
Contract No. 2005-55

1.6 To solicit convention and meeting holding organizations for the accommodation of appropriate facilities located in the City.

1.7 To provide staffing and facilities for registration assistance and services, including information relative to central housing, publicity material and attendance mailings to associations, organizations or groups convening or holding meetings in the City; and to coordinate with the appropriate City departments, local hotels, restaurants and entertainment facilities, and to strive to provide an environment in which a visiting group or organization enjoys a coordinated and productive visit to the City.

1.8 To prepare, publish and update during the term of this agreement and any renewals thereof, invitational materials providing specific information on hotels and motels located in the City, and to distribute said invitational materials to association executives and planners of meetings.

1.9 To expend funds in each fiscal year in accordance with the fiscal year budget approved, in writing, by the City Council.

1.10 To continue its separate bank account for deposit and expenditure of all funds paid by the City hereunder so as to avoid any commingling of funds.

1.11 To continue operating and maintaining an accounting system that will allow for a tracing of funds and a review of the financial status of CVB.

1.12 To have its financial records related to the receipt and expenditure of Hotel Occupancy Tax revenues paid to CVB pursuant to this Contract reviewed at the end of each fiscal year by an independent certified public accountant who will furnish an audited financial report to the City.

1.13 To permit authorized officials or representatives of the City to review CVB's books at any time.

1.14 To file with the City Clerk all present and future rules, regulations and policies of CVB regarding the administration and operation of the CVB program.

1.15 To prepare and submit a report at least quarterly of the previous month's expenditures and a narrative report to the City, within thirty (30) days of the end of each quarter, which report shall include a report of all advertising expenses.

1.16 To cause the Executive Director of CVB to appear from time to time at the request of the City Council to discuss the CVB program.

1.17 To perform all other covenants provided elsewhere in this Contract.

ARTICLE 2 **CVB MARKETING PLAN**

In order for the City to monitor the operation of the CVB hereunder, CVB shall submit for City Council approval a comprehensive program of action (marketing plan) for each fiscal year. The marketing plan shall provide specific and detailed actions to be performed by the CVB during the fiscal year in question. The marketing plan is to be submitted by the date requested by the City each year in advance of the fiscal year in question.

By execution of this Contract, City approves the CVB marketing plan for the 2005-2006 fiscal year, subject, however, to the limitations on total expenditures of City funds paid to CVB pursuant to Section 3.1, below.

ARTICLE 3 **PAYMENT AND USE OF FUNDS**

3.1 In consideration of the professional services to be performed by CVB under the terms of this Contract for any particular applicable fiscal year covered hereby, the City shall pay to CVB the annual sum budgeted for this purpose for that fiscal year, as established for this initial year by the attached written addendum (Exhibit A), with payments to be made in four equal installments on or before the following dates within that specific fiscal year:

- (a) November 10
- (b) February 10
- (c) May 10
- (d) August 10

3.2 The City shall make payments under this Contract solely from current or accumulated hotel occupancy tax revenues collected by City in accordance with Chapter 351 of the Texas Tax Code. If the hotel occupancy tax revenues actually collected by the City during any City fiscal year is actually below the estimated revenues to be collected during such fiscal year, then City shall have the right to reduce the above described payments to CVB by the same percentage that such tax revenues actually collected were less than the estimate of tax revenues to be received.

3.3 If any of the agreements herein made by the CVB are violated, the City is authorized to refuse to make any further payments until the condition on which the complaint is based is corrected to the satisfaction of the City Council.

3.4 CVB agrees to utilize the funds for the benefit of the City solely for the purposes permitted in Texas Tax Code §351.101, as amended. CVB shall provide all materials, personnel, facilities, and supervision with such funds.

3.5 All expenditures from funds provided hereunder shall be made in accordance with the budget submitted and approved by the City Council each year. The 2005-2006 CVB Budget, approved by the City Council, is attached hereto as **Exhibit A**. It is understood and agreed that, upon the acceptance of funds hereunder, a fiduciary duty is created on CVB with respect to the expenditures of such funds.

3.6 City shall have the right to perform an audit and inspection of CVB's business records relating to the expenditures of monies hereunder, at such reasonable times and intervals as City may request. The cost of the audit shall be paid by City unless such audit discloses a discrepancy of 1% or more in any report or information furnished City or any failure to follow the budget submitted to and approved by City, in which case CVB will pay the cost of such audit. Such audit will be performed by auditors selected by City. CVB shall make its books and records available for inspection by City or any representatives of City who may make copies thereof.

ARTICLE 4 TERM AND APPROPRIATIONS

4.1 The term of this Contract shall be for a period of eight (8) years, commencing October 1, 2005, and ending September 30, 2013, unless this Contract shall have been sooner terminated or extended in accordance with other provisions contained herein.

4.2 Provided CVB is in compliance with all terms and conditions of this Contract, CVB will have the option at the beginning of fiscal year 2013-2014 to request that City enter into negotiations with CVB for an additional eight-year (8-year) term under the same terms and conditions.

4.3 This Contract is subject to annual funding by the Kerrville City Council. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments to CVB pursuant to this Contract, City shall notify CVB of such occurrence, and this Contract may be terminated by City or CVB effective as of the last day of the year for which appropriations were available, without penalty or expense to City of any kind whatsoever, except as specifically set forth in this Contract.

4.4 City may terminate this Contract at any time, with or without cause, upon six months' prior written notice as provided herein.

4.5 In the event of termination of this Contract by City prior to the end of the term described in Section 4.1, above, City shall pay CVB for services rendered prior to such termination date and for contractual obligations entered into by CVB prior to receipt of notification of early termination from City. Furthermore, CVB agrees to use its best efforts to terminate contracts signed by CVB prior to receiving notice of early termination from City; provided, however, in the event CVB cannot terminate such contracts, City agrees to accept assignment of said contracts which are in compliance with Section 4.6, below. City shall have no obligation to pay for or take assignment of contracts signed by CVB after receiving notification of early termination from City.

4.6 CVB shall not sign any contract which is funded by monies paid by City to CVB pursuant to this Contract which has a term exceeding one year or which has a termination date subsequent to the last day of the fiscal year in which the contract was signed unless:

- (a) The contract contains a non-appropriations clause substantially similar to the provisions of Section 4.3, above, which is approved by the City Attorney; or
- (b) All payments for said contract are required to be made by CVB during the fiscal year in which the contract was entered, notwithstanding performance of all other obligations under the contract may occur in a subsequent fiscal year; or
- (c) The contract has been reviewed and approved by the City Council or its designee.

4.7 Notwithstanding Section 4.6, above, in no case shall CVB execute contracts to be paid with funds provided by City pursuant to this Contract:

- (a) after receiving notice of early termination of this Contract; or
- (b) which require the performance of any obligations by any party after September 30, 2013.

ARTICLE 5 INDEPENDENT CONTRACTOR

5.1 The relationship of CVB to City shall be that of independent contractor as to all services performed hereunder and not as an officer, agent, servant or employee of City. CVB shall have exclusive control of its operations hereunder, and the persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. The doctrine of *respondeat superior* shall not apply as between City and CVB, its officers, agents, servants, employees, contractors and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and CVB.

5.2 CVB agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work or in the performance of services performed and to be performed hereunder. CVB covenants and agrees to, and does hereby indemnify, defend and hold harmless the City and all its officers, agents, and employees from and against all suits, actions, claims, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any negligent act, omission or conduct of CVB, its agents, servants, employees, or contractors.

ARTICLE 6 MISCELLANEOUS

6.1 This written instrument constitutes the entire agreement of the parties hereto concerning the subject matter hereof, and any prior or contemporaneous oral or written agreement which purports to vary from the terms hereof shall be void.

6.2 This Contract shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Texas or any other governmental body or agency having lawful jurisdiction and supersedes all contracts that may be in existence.

6.3 CVB shall not assign this Contract or any interest therein without the prior written approval of the City Council.

6.4 This Contract may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Contract.

6.5 Neither City nor CVB shall be required to perform any term, condition or covenant in this Contract so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of City or CVB, except as herein provided, and which by the exercise of due diligence City or CVB is unable, wholly or in part, to prevent or overcome.

6.6 The waiver by City of any breach of any term, condition or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

6.7 Notices to City and CVB shall be hand delivered or mailed by first class mail, postage pre-paid, to the following:

If to City: City Manager
~~800 Junction Highway~~ 701 main Street
Kerrville, Texas 78028

If to CVB: Executive Director
2108 Sidney Baker Street
Kerrville, Texas 78028

The parties hereto may change the address to which notice may be sent by sending written notice of such change of address to the other party. A notice mailed in accordance with this section shall be deemed to have been delivered five calendar days after delivery of the notice to an office or receptacle of the United State Postal Service.

6.8 The obligations of the parties to this Contract are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Kerr County,

Texas.

6.9 This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

6.10 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto, acting under authority of their governing body and board of directors, have caused this Contract to be duly executed in two counterparts, each of which will constitute an original, as of the 83 day of August A.D., 2005.

CITY OF KERRVILLE, TEXAS

By: Eugene C. Smith
Eugene C. Smith, Mayor

KERRVILLE CONVENTION & VISITORS
BUREAU, INC.

By: Sudie Burditt
Sudie Burditt, Executive Director
- Charlie McIlvain

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

Michael C. Hayes
Michael C. Hayes, City Attorney

**KERRVILLE CVB BUDGET
2006-2007**

ADMINISTRATIVE EXPENSES

| | |
|---|------------|
| ACCOUNTING & AUDITING | \$ 2,300 |
| ADMINISTRATIVE POSTAGE | \$ 408 |
| BUILDING & ADMINISTRATIVE OFFICE SUPPLIES | \$ 2,400 |
| INSURANCE (OTHER) | \$ 3,075 |
| OFFICE | \$ 16,490 |
| PAYROLL w/AUTO | \$ 147,893 |
| PAYROLL TAXES/ BENEFITS | \$ 36,870 |
| PROPERTY TAXES | \$ 625 |
| TELEPHONE SERVICE/ EQUIPMENT/ REPAIR | \$ 3,300 |
| TOTAL ADMINISTRATIVE | \$ 213,361 |
| | 31.13% |

VISITOR CENTER

| | |
|--------------------------------|-----------|
| PAYROLL | \$ 32,550 |
| PAYROLL TAXES/ BENEFITS | \$ 6,930 |
| VISITOR CENTER | \$ 16,490 |
| SUPPLIES EQUIPMENT & EXPENSES | \$ 3,000 |
| TEMPS & VOLUNTEER APPRECIATION | \$ 8,000 |
| TOTAL VISITOR CENTER | \$ 66,970 |
| | 9.77% |

ADVERTISING, PROMOTIONS & SALES

| | |
|---|------------|
| ADVERTISING | \$ 167,634 |
| ADVERTISING PRODUCTION COST | \$ 9,000 |
| ADVERTISING RESPONSE EXPENSE | \$ 34,735 |
| BROCHURE PRINTING, PUBLICATIONS & REPRO | \$ 45,875 |
| CONVENTION REGISTRATION/SUPPLIES/ HOSPITALITY | \$ 15,600 |
| INDUSTRY DUES & SUBSCRIPTIONS | \$ 4,765 |
| INTERNET MKTG & PHONE FEES | \$ 3,855 |
| PUBLICITY, PUBLIC RELATIONS & AUDIO VISUAL | \$ 1,600 |
| SALES - CONVENTION/ GROUP | \$ 30,540 |
| SALES- CONSUMER & LOCAL | \$ 19,150 |
| SALES & SERVICE PAYROLL | \$ 42,790 |
| SALES & SERVICE TAXES/BENEFITS | \$ 11,190 |
| SALES-TOUR BUS | \$ 1,175 |
| SPECIAL EVENTS PROMOTIONS | \$ 16,160 |
| WATS LINE VISITOR INFORMATION | \$ 1,000 |
| TOTAL ADVERTISING/ PROMOTIONS/ SALES | \$ 405,069 |
| | 59.10% |

TOTAL BUDGET \$ 685,400

*Sudie Bundit
Kerrville CVB*

9-30-2006 Contract No 2005-55

Agenda Item:

4D. Nomination of projects to the Texas Department of Transportation (TxDOT) for federal funding as part of the 2012 Transportation Enhancement Program.
(staff)

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

SUBJECT: Authorization for the City Manager to nominate projects for federal funding as part of the 2012 Transportation Enhancement Program.

FOR AGENDA OF: 10/23/12

DATE SUBMITTED: 10/18/12

SUBMITTED BY: Charlie Hastings *CH* **CLEARANCES:** Todd Parton
Public Works Director City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *WP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Texas Department of Transportation (TxDOT) is now accepting nominations for projects for the 2012 Transportation Enhancement Program (TEP). The deadline for submission is Nov. 16, 2012.

TxDOT administers the federally funded program (construction standards, bidding, inspection, oversight, and financial accounting), which provides opportunities for non-traditional transportation related activities. Projects should go above and beyond standard transportation activities and be integrated into the surrounding environment in a sensitive and creative manner that contributes to the livelihood of the communities, promotes the quality of our environment, and enhances the aesthetics of our roadways. Projects undertaken with enhancement funds are eligible for reimbursement of up to 80 percent of allowable costs.

Projects that have already bid or are under construction are not eligible for funding. Staff believes the future phases of the Kerrville Rivertrail may be eligible for TEP nomination. In some instances where a municipality fully adopts TxDOT standards, the state will allow the municipality to administer the project. Due to the sensitive nature of the Kerrville Rivertrail, staff believes funding should only be pursued if there is confirmation that TxDOT standards are appropriate for the project and that Kerrville will be allowed to fully administer the project.

RECOMMENDED ACTION

Staff recommends that Council authorize the City Manager to nominate future phases of the Kerrville Rivertrail as part of the 2012 Transportation Enhancement Program call for projects subject to confirmation that TxDOT standards are appropriate for the project and that Kerrville will be allowed to fully administer the project.

Agenda Item:

5A. Kerrville Triathlon Festival post-event review. (staff)

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

SUBJECT: Kerrville Triathlon Festival post-event review

FOR AGENDA OF: October 23, 2012 **DATE SUBMITTED:** October 11, 2012

SUBMITTED BY: Misty Kothe **CLEARANCES:** Todd Parton
Main Street Manager City Manager

EXHIBITS: 2012 Final Report

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Austin based High Five Events and Jack & Adam Bicycles, with Ryan Sanders Entertainment produced the second annual Kerrville Triathlon on September 29 & 30, 2012. H-E-B was the presenting sponsor of this year's event. City staff assisted owner Dan Carroll with logistics pertaining to street closures, lake access and course development. A large portion of the races took place in Downtown Kerrville where the finish line was in the old Bank of America parking lot on Water Street near the intersection of Earl Garrett Street.

More than 1,300 triathletes participated in the 2012 event; this represented a significant increase from last year, which had approximately 1,100 participants. The next Kerrville triathlon event is scheduled for September 27 through 29, 2013.

Attached is an event summary from High Five Events.

RECOMMENDED ACTION

This item is informational and no action is required.



2012 Final Report

The second annual Kerrville Triathlon Festival produced by High Five Events from Austin was held on September 28-30, 2012. The Inn of the Hills was the host hotel for athletes, volunteers and event staff. Registration and Multi-Sport Expo was staged on Friday and Saturday.

Providing staff for the event included City of Kerrville's Public Safety, Public Works, Parks & Recreation and Business Programs. Additional staff from Kerr County Sheriff's Department, Department Public Safety and the Ingram City Marshall's office assisted.

The following data will be reported on Tuesday, October 30, 2012 at the wrap-up meeting with event staff and representatives from the City of Kerrville including Public Works, Public Safety, Parks & Recreation and Business Programs, TxDot and the Kerrville Convention & Visitors Bureau.

September 29 & 30, 2012

- 1307 triathletes participated; 543 for the Sprint on Saturday; 300 in the Quarter distance and 463 for the Half Ironman on Sunday; 150 for the Kids Fun Run-Saturday.
- Sprint is approximately 500 meter swim, 15 mile bike, 5k run; Quarter Distance is 1000 meter swim, 29 mile bike, 6.4 mile run; Half Distance is 1.2 mile swim, 56 mile bike, 13.1 mile run
- 91% of the athletes are outside Kerr & Gillespie Counties
- According to the USA Triathlon Association, triathlete data shows:
 - Average age: 38
 - Average income: \$126,000
 - 49% report white-collar jobs
 - 19% report professional jobs such as doctor, lawyer or accountant
 - 12% are students or education workers
 - Spending habits
 - \$2,274 on bikes in past 12 months
 - \$564 race fees in past 12 months
 - \$524 bike equipment

- \$370 training, running and athletic footwear
- \$277 nutritional supplements
- Vast majority stayed 2 nights
- All Kerr County hotel/motels were full for the weekend. An exact number dedicated to the triathlon is not available. Other smaller events complimented the triathlon hotel stays. See the hotel breakdown as provided by the Kerrville Convention and Visitor's Bureau.

| HOTEL | RATE | TOTAL ROOMS | HOTEL REVENUE | CITY REVENUE | CVB REVENUE |
|--------------------------------------|---------|-------------|---------------|--------------|-------------|
| Host Hotel: | | | | | |
| Inn of the Hills (reported) | \$92.00 | 244 | \$22,448 | \$13,468 | \$1,107 |
| Overflow Hotels: | | | | | |
| Best Western Sunday House (reported) | \$84.95 | 60 | \$5,097 | \$305 | \$251 |
| Comfort Inn (estimate) | \$85.00 | 75 | \$6,375 | \$382 | \$314 |
| Hampton Inn (reported) | \$109 | 23 | \$2,507 | \$150 | \$123 |
| LaQuinta (estimate) | \$129 | 125 | \$16,125 | \$967 | \$795 |
| TOTALS: | | 527* | \$52,552 | \$15,272 | \$2,590 |

*These numbers support 1,054 attendees of Triathlon; based on bad weather, used more conservative estimations

- Over 350 volunteers helped produce the event. 50% of those were from out of town
- Health Expo had 28 vendors (more than double last year's 13 vendors)
- No ambulance transfers; only two accidents
- A conservative estimate of economic impact to Kerr County was \$170,000.00 based on visitor counts and identified spending habits during a sporting event

Planning for 2013

- Dates for the 2013 Triathlon is September 27, 28, 29.
- Host hotel Inn of the Hills
- Registration begins in November 2012
- Additional advance meetings with downtown merchants, sponsors, location hosts and staff from the City, County & TxDot
- Estimated maximum amount of athletes is 1500 per day based on number of hotel/motel rooms available, transition areas for bikes, staffing
- Route revisions/improvements under consideration

Testimonials

I would just like to say how much I enjoyed my very first half iron distance triathlon! The course was very well routed, the vendors/sponsors were great, the mechanics were terrific...the volunteers were by far the best I've ever seen! I finished just under 8 hours and typically by the time I'm finished with anything, the volunteers are gone, there is no water/food left, etc.- -not at this race, you all were all out there until the very last person and I truly, truly appreciate that! This is one race I will definitely sign up for again next year! I woud like to thank everyone so much for making this an unforgettable experience.

Grace Montalvo

This was my first ever triathlon and I have to say that I could not have possible asked for a better place to start my triathlon lifestyle other than Kerrville!! The people in the community were so supportive and amazing!! Thank you Kerrville for such an amazing hospitality and environment you all provide us for this year's Kerrville Triathlon!! Hope to see many more offered here in the future!!

Great event! Volunteers & officials were terrific! I would recommend this event to beginner & veterans alike! Thanks so much!

Eric K. Cooper

Great race, my son and I came from Monterrey, Mexico. It was better than Austin 70.3 and Galveston 70.3. Volunteers made this race awesome!

Andres Monetemayor Garcia

Wonderful triathlon festival this weekend! The weather cooperated, the venue rocked, the town really welcomed us, down to the local Rotary club at the expo and the local shops and restaurants, and it was all the triathlon fun anyone could ask for! Thanks so much to all the crew and volunteers!

Betsy Tieman

Another class act event put on by High Five and Jack and Adams! Great race, great party and super volunteers!!! Thanks for the fun weekend and end of my 2012 Tri season!

Karen Bower Smith

Agenda Item:

5B. Playhouse 2000 (P2K) third quarter financial report. (Mayor Pro Tem Keeble)

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

SUBJECT: Playhouse 2000 3rd Quarter Report

FOR AGENDA OF: October 23, 2012 **DATE SUBMITTED:** October 18, 2012

SUBMITTED BY: Todd Parton,
City Manager

CLEARANCES:

EXHIBITS: None.

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

On October 10, 2012, Jeffrey Brown, Executive Director of Playhouse 2000, Inc. submitted a Financial Report on general operations for the 3rd quarter of 2012. Some highlights are:

- Revenue for the third quarter totaled approximately \$120,700.
- Significant approximate revenue sources during this period include:
 - Ticket sales for *The Wizard of Oz*, \$35,000
 - Ticket sales for other P2K presentations, \$31,000
 - Foundation grants, \$15,000
 - City reimbursements, \$14,500
 - Advertising Sales, \$6,300
- Expenses for the same period were approximately \$109,400 – equal to the initial projection.
- 3rd Quarter expenditures:
 - Program production expenses, \$47,000
 - Payroll expenses, \$25,500
 - Cailloux Facilities expenses, \$23,000
- Net revenue for the 3rd Quarter is approximately \$11,350.

RECOMMENDED ACTION

This item is being provided for information only and no action is required.

Agenda Item:

5C. Report on Kerr Economic Development Corporation activities.
(Councilmember Conklin)

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

SUBJECT: Update on Kerrville Economic Development Corporation (KEDC) activities.

FOR AGENDA OF: October 23, 2012 **DATE SUBMITTED:** October 3, 2012

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Councilmember Conklin is the City Council representative to the Kerrville Economic Development Corporation (KEDC) Board of Directors. One of the functions of each board member is to provide an update on KEDC activities, programs and initiatives. In accordance with his board duties and responsibilities, Councilmember Conklin will brief the City Council regarding KEDC matters.

RECOMMENDED ACTION

This is a routine report and no action will be required.

Agenda Item:

5D. Budget and economic update. (staff)

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: October 23, 2012 **DATE SUBMITTED:** October 15, 2012

SUBMITTED BY: Mike Erwin
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Economic Update

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

No action required information purposes only.

CITY OF KERRVILLE
ECONOMIC UPDATE AS OF OCTOBER 17, 2012

| | Current Month | Previous Month | 1 Year Ago | Trend | Current Month |
|--|---------------------|-----------------------------|------------------------|-----------------------------|------------------------|
| National | | | | | |
| Unemployment | 7.80% | 8.10% | 9.00% | ↓ | September |
| Consumer Confidence | 70.3 | 61.3 | 46.4 | ↑ | September |
| 1 year T-Bills | 0.18% | 0.17% | 0.10% | ↑ | 10/17/12 |
| State | | | | | |
| Monthly Unemployment | 7.00% | 7.50% | 8.20% | ↓ | August |
| Monthly Sales Tax | \$1,959.9m | \$2,341.7m | \$1,756.1m | ↑ | September |
| Local | | | | | |
| Monthly Unemployment (Kerr Co.) | 5.90% | 6.20% | 6.70% | ↓ | August |
| Median Listing Price | \$223,000 | \$220,000 | \$215,000 | ↑ | 9/17/12 |
| Monthly Sales Tax | \$407,025 | \$478,070 | \$358,320 | ↑ | September |
| Monthly EIC Tax | \$203,486 | \$239,007 | \$179,133 | ↑ | September |
| Monthly HOT | \$70,705 | \$91,674 | \$61,806 | ↑ | September |
| | FY12 Budget | FY12 as of 9/30/2012 | FY12 % Received | FY11 as of 9/30/2011 | FY11 % Received |
| General Fund | | | | | |
| Tax Revenue | \$14,501,600 | \$15,071,070 | 103.93% | \$14,936,654 | 101.98% |
| Property Tax | \$7,900,000 | \$8,176,300 | 103.50% | \$8,083,139 | 99.79% |
| Sales Tax | \$4,550,000 | \$5,092,752 | 111.93% | \$4,771,423 | 106.03% |
| Permits & Fees | \$323,980 | \$319,150 | 98.51% | \$354,017 | 87.97% |
| Intergovernmental | \$1,173,000 | \$1,178,804 | 100.49% | \$743,895 | 105.22% |
| Service Revenues | \$2,571,246 | \$2,458,613 | 95.62% | \$2,570,698 | 99.71% |
| Grant Revenue | \$26,500 | \$27,359 | 103.24% | \$27,515 | 121.90% |
| Fines & Forfeitures | \$488,310 | \$461,225 | 94.45% | \$662,760 | 138.74% |
| Interest & Misc. | \$380,517 | \$268,884 | 70.66% | \$324,227 | 137.75% |
| Transfers In | \$1,267,570 | \$1,283,299 | 101.24% | \$1,057,736 | 105.77% |
| Total General Fund | \$20,732,723 | \$21,068,404 | 101.62% | \$20,677,502 | 103.02% |
| Total General Fund Expenditures | \$20,348,548 | \$19,381,975 | 95.26% | \$19,730,109 | 98.30% |
| Water/Sewer Fund | | | | | |
| Water Sales | \$4,404,842 | \$4,756,199 | 107.98% | \$5,245,962 | 119.23% |
| Sewer Sales | \$3,746,176 | \$3,625,611 | 96.78% | \$3,669,951 | 97.61% |
| Other Revenue | \$735,226 | \$736,041 | 100.11% | \$970,633 | 124.10% |
| Total Water & Sewer Fund | \$8,886,244 | \$9,117,851 | 102.61% | \$9,886,547 | 110.56% |
| Total W&S Fund Expenditures | \$10,562,590 | \$9,938,480 | 94.09% | \$8,619,284 | 95.16% |
| Expenditures less \$1,750,000 transfer | | \$8,188,480 | | | |

Agenda Item:

5E. River trail and Louise Hays Park project update. (staff)

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

SUBJECT: River trail and Louise Hays Park project status monthly report

FOR AGENDA OF: October 23, 2012 **DATE SUBMITTED:** October 11, 2012

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

EXHIBITS: Monthly Status Report – River Trail/Parks Project, October 2012

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

APPROVED FOR SUBMITTAL BY DIRECTOR OF ADMINISTRATIVE SERVICES:

SUMMARY STATEMENT

City staff will make its monthly report to the City Council on the status of the river trail project and the improvements to Louise Hays Park.

RECOMMENDED ACTION

This item is informational and no action is required.

Monthly Status Report

River Trail/Parks Project

October 2012

4B Funds

\$6,000,000 (River Trail Project)
\$2,000,000 (Louise Hays and Lehmann & Monroe Parks Project Renovation)

Status Report Kerrville River Trail

Package A

SCOPE

Package A extends from a new trailhead at the Riverside Nature Center parking lot, along the west property line of the RNC, down to the river's edge, under the Lemos St. Bridge, construction of a trail bridge across the river, through Tranquility Island, to the west end of the parking area in Louise Hays Park. The 10' wide trail will be constructed of concrete, except for the segment that runs along the RNC western property line. *Total trail length: 0.6 miles*

Amenities

Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, and signage. [Note: additional amenities, such as trail entries, kiosks, and interpretive signage, will be added, once designed.]

| PHASING | Action Item | Schedule (Status) | Task/Issues | Comments/Risks |
|---|---|---|--|---|
| Recreation easements or Property Agreements | easement to CoK from RNC lease renewal to RNC of CoK property | complete (6/12; 9/12) complete (5/12) | RNC to provide easement to City City to provide lease to RNC | requires RNC approval requires City Council approval |
| | approval from TxDOT and GLO for use of state property | complete (5/12) | TxDOT approval of plans and Const./Maint. Agreement | SA office approval; include in MMA |
| | construction easements, if needed | NA | NA | NA |
| Property Survey | M&B and Topo surveys | complete (3/12) | identify property boundary and grades | |
| Misc. Reports/Permits | LOMR | upon const. completion | flood level impact, if any | submittal to FEMA |
| | TPWD (land & water permit) | complete (5/12) | coffer dam - bridge construction review | review by TPWD |
| | USACE | complete (5/12) | involves jurisdictional waters of the US | no USACE individual permit required |
| Design | contract - Hewitt Engineering | complete (12/11) | define gradients and layout | |
| Routing | location of trail | complete (12/11) | all project elements | |
| Preliminary Design | schematic plans; prelim. costs | 50% review - complete (12/11) 75% review - complete (1/12) 90% review - complete (2/12) | all project elements all project elements all project elements | |
| Construction Drawings | final plans/specs/costs/ documents | complete (3/12) | all project elements | |
| Bidding/Contracts | secure contractor | bid (3/12); awarded (5/12) to Westar Construction | bid process, contract prep | project delay, bid cost, permit approvals, etc. |
| Construction | build project | start (5/12); 70% complete; completion (11/12) | sequencing of work | typical delays/field alterations; considering adding amenities to project |

| FUNDING - BUDGET | | Allocation | Expended - Encumbered | Balance | Cost Est. for Package | Needed to Complete Package |
|-----------------------|-----------|--|-----------------------|-----------|---|--|
| G.O. bonds (2002) | \$500,000 | | | | | |
| Park Dedication Funds | \$25,000 | | | | | |
| | \$525,000 | 2002 bonds \$147,112 [Includes completion of the River Trail Master Plan and survey work] | | \$377,888 | Construction bid: \$667,427 plus 10% contingency \$735,000 | 2002 bonds \$377,888 2011 bonds \$337,112 (includes contingency) |
| COs (4B) | | \$357,112 | | | | |

Status Report Kerrville River Trail

SCOPE

Package B and Parks Project connects to Package A at the west end of the Louise Hays Park parking lot, through Louise Hays Park and Lehmann & Monroe Park, to G St. r.o.w. The 10' wide trail will be constructed of concrete. This Package will be coordinated with the Jefferson Wastewater Project and Water transmission line Project, both slated for completion in the first half of 2013. This Package will include the entire scope of work for the Louise Hays Park/Lehmann & Monroe Park Project, as funded by 4B. *Total trail length: 1 mile*

Amenities

Trail - trailheads with lighting, observation areas, seating areas, bridging, drainage, signage, trail entries, kiosks, and interpretive signage.

Parks - park amenities, amphitheater/stage, playground/sprayground, picnic areas, group pavilion upgrades, river access, restrooms, parking, lighting, utilities, landscaping, and signage.

Package B and Parks Project

| PHASING | Action Item | Schedule (Status) | Task/Issues | Comments/Risks |
|---|--|---|--|--|
| Recreation easements or Property Agreements | easements to CoK from property owners | complete by 3/31/13 | CoK to secure easements from property owners; title work and surveys | requires property owner approval, purchase, or other |
| construction easements, if needed | | complete by 3/31/13 | determine need by 11/30/12 | requires property owner approval |
| Property Survey | M&B and Topo surveys | M&B – complete (9/12) | identify property boundary and grades | |
| Misc. Reports/Permits | LOMR | Topo - partially complete upon const. completion | flood impact, if any | |
| | TPWD (land & water permit) | 5/1/13, if needed | environmental impact to state waters | may require submittal to FEMA |
| | GLO (state property use) | 5/1/13, if needed | routing preference | review by TPWD |
| Design | -Trail Routing Options - Half team | complete (6/12) | define route options w/ costs | approval by State, if needed |
| | -Final Design Contract - Half Team | complete by 12/1/12 | all remaining design phases | complete (6/12) |
| Preliminary Design | schematic plan with amenities; prelim. costs | 50% review – (partially complete) 75% review - 90% review - | all project elements | requires Council approval |
| | final plans/specs/costs/documents | complete by mid 2013 | all project elements | coord. with utilities projects |
| Construction Drawings | secure contractor | mid 2013 | all project elements | |
| Bidding/Contracts | build project | start late 2013 | bid process, contract prep | project delay assoc. with approvals |
| Construction | | sequencing of work | sequencing of work | project delay, bid cost, etc. |
| | | | | typical delays/field alterations |

Status Report Kerrville River Trail

SCOPE

Package C and D extends from a new trailhead at the Knapp Crossing Boat Ramp parking lot, runs adjacent to the river, ties into the Guadalupe St. r.o.w. (Package D) extends to Guadalupe Park and connects to Package A (Package C). The 10' wide trail will be constructed of concrete. *TBD - this package's design/construction expected to be integrated with private sector improvements. Total trail length: 1.6 miles*

Amenities

Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, signage, trail entries, kiosks, interpretive signage, and private improvement interface.

Package C and D

| FUNDING - BUDGET | | Allocation | Expended - Encumbered | Balance | Cost Est. for Package | Needed to Complete Package |
|----------------------------|-------------|-------------|-----------------------|---------|-----------------------|----------------------------|
| COS (4B) - River Trail | \$1,000,000 | \$1,000,000 | | | | |
| COS (4B) - LHP/LMP Project | \$2,000,000 | | | | | |

PHASING

| | Action Item | Schedule (Status) | Task/Issues | Comments/Risks |
|---|--|--|--|--|
| Recreation easements or Property Agreements | easement to CoK from property owners | TBD | CoK to secure easements from property owners | requires property owner approval, purchase, or other; may require KSH property |
| | construction easements, if needed | TBD | TBD | requires property owner approval |
| Property Survey | M&B and Topo surveys | (partially complete) | identify property boundary and grades | |
| Misc. Reports/Permits | LOMR | | flood impact, if any | may require submittal to FEMA |
| | TPWD (land & water permit) | | environmental impact to state waters | review by TPWD |
| Design | TBD | (partially complete) | | waiting for private development |
| Routing | location of trail | (partially complete) | define gradients and layout | " " " " |
| Preliminary Design | schematic plan with amenities; prelim. costs | 50% review - 75% review - 90% review - | all project elements all project elements all project elements | " " " " |
| Construction Drawings | final plans/specs/costs/ documents | TBD | all project elements | " " " " |
| Bidding/Contracts | secure contractor | TBD | bid process, contract prep | " " " " |
| Construction | build project | TBD | sequencing of work | " " " " |

| FUNDING - BUDGET | | Allocation | Expended - Encumbered | Balance | Cost Est. for Package | Needed to Complete Package |
|------------------|--|------------|-----------------------|---------|-----------------------|----------------------------|
| COS (4B) | | | | | | |

Status Report Kerrville River Trail

Package E

| SCOPE | | | |
|---|--|--|--|
| Package E extends from west terminus of trail on Junction Hwy along the river's edge, connect to a new trailhead at the Cypress Boat Ramp parking lot, to the trailhead at the Knapp Crossing trailhead. The 10' wide trail will be constructed of concrete. Total trail length: up to 1 mile | | | |
| <i>Amenities</i> Trailheads with lighting, observation areas, seating areas, trail bridge, drainages, signage, trail entries, kiosks, and interpretive signage. | | | |

| PHASING | Action Item | Schedule (Status) | Task/Issues | Comments/Risks |
|---|--|---|--|--|
| Recreation easements or Property Agreements | easement to Cok from property owners | TBD | Cok to secure easements from property owners | requires property owner approval, purchase, or other |
| Property Survey | construction easements, if needed | TBD | TBD | requires property owner approval |
| Misc. Reports/Permits | M&B and Topo surveys | (partially complete) | identify property boundary and grades | |
| | LOMR | | | |
| | TPWD (land & water permit) | | flood impact, if any | may require submittal to FEMMA |
| Design | TBD | | environmental impact to state waters | review by TPWD |
| Preliminary Design | schematic plan with amenities; prelim. costs | 50% review – (partially complete) 75% review – 90% review – | all project elements all project elements all project elements | " " " " |
| Construction Drawings | final plans/specs/costs/ documents | TBD | all project elements | " " " " |
| Bidding/Contracts | secure contractor | TBD | bid process, contract prep | " " " " |
| Construction | build project | TBD | sequencing of work | " " " " |

| FUNDING - BUDGET | Allocation | Expended - Encumbered | Balance | Cost Est for Package | Needed to Complete Package |
|------------------|------------|-----------------------|---------|----------------------|----------------------------|
| COs (4B) | | | | | |

Status Report Kerrville River Trail

Package F

SCOPE

Package F extends from G St. (Package B terminus) along the river to near Kerrville Schreiner Park. The 10' wide trail will be constructed of concrete. Consultant team scope will include design details/criteria used throughout the River Trail Project, including Package A. Total trail length: up to 2 miles

Amenities

Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, signage, trail entries, kiosks, and interpretive signage.

| PHASING | Action Item | Schedule (Status) | Task/Issues | Comments/Risks |
|---|---|-----------------------|--|--|
| Recreation easements or Property Agreements | easement to CoK from property owners | complete by 3/31/13 | CoK to secure easements from property owners | requires property owner approval, purchase, or other |
| construction easements, if needed | construction easements, if needed | complete by 3/31/13 | determine need by 11/30/12 | requires property owner approval |
| Property Survey | M&B and Topo surveys | M&B - complete (9/12) | identify property boundary and grades | coord. w/ utilities projects |
| Misc. Reports/Permits | LOMR TPWD (land & water permit) | | flood impact, if any | may require submittal to FEMA |
| Design | -Trail Confirmation - Terra Design Group (TDG) team | complete (5/12) | environmental impact to state waters | |
| | -Final Design Contract - TDG Team | negotiate by 1/1/13 | define route options w/ costs | complete (6/12) |
| Preliminary Design | schematic plans with amenities; prelim. costs | 50% review - | all remaining design phases | requires Council approval |
| | | 75% review - | all project elements | coord. with utilities projects |
| | | 90% review - | all project elements | |
| Construction Drawings | final plans/specs/costs/ documents | complete by mid 2013 | all project elements | project delay assoc. with approvals |
| Bidding/Contracts | secure contractor | mid 2013 | bid process, contract prep | project delay, bid cost, etc. |
| Construction | build project | late 2013 | sequencing of work | typical delays/field alterations |

| FUNDING - BUDGET | Allocation | Expended - Encumbered | Balance | Cost Est. for Package | Needed to Complete Package |
|------------------|-------------|-----------------------|---------|-----------------------|----------------------------|
| COs (4B) | \$2,000,000 | | | | |

Other Services to be Evaluated

Required reporting and permitting may dictate additional professional services or consolidation of services assigned to the design teams. These include, but are not limited to, the following.

1. Floodplain/Floodway Impact, Hydraulic Analysis, Section 404 – Clean Water Act Submittals (Corps of Engineers), and Flood Insurance Rate Map/ Letter of Map Revision preparation and submittal (CoK, FEMA) may be best completed by one firm in order to comprehensively address the issues and data collection/reporting. This could avoid multiple submittals (costs) and reduce mistakes and need for resubmittals. We will make a determination on this approach in the near future.
2. Archeological and Environmental Surveys and Section 404 review will need to be completed in areas where sensitive site conditions are probable. We anticipate no extreme findings in the initial surveys/reports; however, if further study is required by state or federal agencies, those services will require amendments to the consultant contracts.
3. TDLR permitting for ADA compliance, CoK building permits, Texas Historical Commission plan review, any other city or state agency submittals, will best be submitted by each of the design teams at the time of plan completion. This keeps regulation compliance with the design teams.