

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, JUNE 25, 2013, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, JUNE 25, 2013, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Reverend Patty Edwards, Unity Church of the Hill Country.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Gary Noller, President of Hill Country Vets Council.

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. CONSENT AGENDA:

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

2A. Minutes of the regular Kerrville City Council meeting held June 11, 2013. (staff)

2B. Construction contract with HMC, Inc. for the renovation and expansion of the central fire station in the amount of \$505,857.80 and authorize execution of change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$607,029.36. (staff)

2C. Professional services agreement with Terra Design Group, Inc. for the design of the River Trail – G Street to Kerrville Schreiner Park project in an amount not to exceed \$228,305.00. (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, June 21, 2013 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

2D. Contract for bulk fuel and card services for City's vehicle fleet Fiscal Year 2014. (staff)

2E. Agreement between the City of Kerrville, Texas, and Summit Property Owners Association to allow association to install and maintain landscaping within City right-of-way. (staff)

END OF CONSENT AGENDA

3. ORDINANCES SECOND READING:

3A. Ordinance No. 2013-13 amending the budget for fiscal year 2013 to account for various changes to the City's operational budgets, supplemental appropriations, and closing out and supplementing capital improvement projects. (staff)

4. CONSIDERATION AND POSSIBLE ACTION:

4A. Funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Hill Country Quilt Guild. (staff)

4B. Report of the findings with a recommendation for implementation of the results from the formal classification and compensation study including health and fringe benefits by Public Sector Personnel Consultants. (staff)

4C. Establish budget calendar for Fiscal Year 2014 budget. (staff)

4D. Resolution No. 22-2013 declaring the necessity to acquire a .433 acre water/wastewater easement, a .345 acre temporary construction easement, and a .507 acre recreation easement (river trail) each existing out of one or both of the Thomas L. Waddell Survey No. 145, Abstract No. 354, and the William C. Francis Survey No. 146, Abstract No. 137, Kerr County, Texas, with a street address of 32 Chaparral, Kerrville, Texas; consisting of property owned by Rio Robles, Inc.; said easements are required for a public water/wastewater utility extension project and the extension of a public river trail adjacent to and along the Guadalupe River; confirming and ratifying the initial offer made by the city to the owner(s) of the property where the easements are to be located; authorizing the city manager or designee to take all steps necessary to acquire the property interests in compliance with all applicable laws and city policies; and authorizing the city attorney to acquire the property interests through eminent domain if negotiations between the city and the property owner are not successful. (staff)

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Brenda Craig
City Secretary, City of Kerrville, Texas

4E. Authorization to submit a funding application to the City of Kerrville, Texas Economic Improvement Corporation for a reuse pond feasibility study. (staff)

5. INFORMATION AND DISCUSSION

5A. Pending legislation from the 83rd Texas Legislature, regular session. (staff)

6. BOARD APPOINTMENT:

6A. Appointment to the Planning and Zoning Commission. (staff)

7. ITEMS FOR FUTURE AGENDAS

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

9. EXECUTIVE SESSION:

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

Sections 551.071 and 551.072:

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

- Jefferson lift station
- River Trail.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

11. ADJOURNMENT

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, June 21, 2013 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Minutes of the regular Kerrville City Council meeting held June 11, 2013.
(staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JUNE 11, 2013

On June 11, 2013, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Chaplain Matt Gallo, Peterson Hospice Chaplain, followed by the Pledge of Allegiance led by Art Modgling, Commanding Officer of the local chapter of the Vietnam Veterans of America.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
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CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Charvy Tork	Director of Information Technology Systems
Sandra Yarbrough	Director of Finance
Robert Ojeda	Fire Chief
Jason Lutz	City Planner
Charlie Hastings	Public Works Director

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

1. VISITORS/CITIZENS FORUM The following persons spoke:

1A. Bryan Demaree submitted a request to speak form, but he left before the meeting started.

1B. Bill Morgan distributed information regarding smart meters and asked council to pass an ordinance prohibiting the use of smart meters in the city, thereby stopping Kerrville Public Utility Board from installing them in the city. He cited reasons for opposition to smart meters: health and medical issues, detriment to ecology, financial cost as the meters use more electricity, and the smart meters were not UL approved. He noted that he had already taken the matter to the KPUB board.

1C. Ed Shuler re-enforced comments made by Mr. Morgan and stated he had researched smart meters. He understood the need to cut back on power because of cutbacks on coal, but issues could be solved without the use of smart meters.

2. CONSENT AGENDA:

Mr. MacDonald moved for approval of items 2A through 2D; Mr. Conklin seconded the motion and it passed 4-0:

2A. Minutes of the regular Kerrville City Council meeting held May 28, 2013.

2B. A Resolution No. 19-2013 adopting amendments to the city's purchasing policy and procedures manual.

2C. A Resolution No. 21-2013 adopting amendments to the city's financial policy.

2D. A Resolution No. 20-2013 adopting amendments to the City of Kerrville investment policy regarding the investment of city funds in accordance with the Public Funds Investment Act.

END OF CONSENT AGENDA

3. PUBLIC HEARING:

3A. Annexation and zoning of 0.91 acre tract of land addressed as 2262 Bandera Highway.

Mr. Lutz noted this was the second public hearing for the annexation of the 0.91 acre tract, zoning was proposed to be S-36 commercial, and there were no changes since the first public hearing.

Mayor Pratt opened the public hearing at 6:10 p.m.; no one spoke; Mayor Pratt closed the public hearing at 6:11 p.m.

4. ORDINANCES SECOND READING:

4A. An Ordinance No. 2013-07, amending Ordinance No. 2011-08, which annexed property into the city and created a "Planned Development District" on the approximate 43.72 acre tract of land, being all of a revision of Hartshorn Country Sites, a subdivision of record found at Volume 7, Page 148, Plat Records of Kerr County, Texas, and all of the James Avery Craftsman Subdivision, a subdivision of record found at Volume 7, Page 149, Plat Records of Kerr County, Texas, and those portions of Avery Road North and Lessie Lane, public roads located within and between the two subdivisions, said property generally located at and east of the intersection of Harper Road (FM783) and Avery Road North; said amendment removing the requirement for the construction of public sidewalks. Mayor Pratt read the ordinance by title.

Mr. Lutz stated there were no changes since first reading, and this ordinance would remove the requirement to provide sidewalks as stated in Ordinance No. 2011-08.

Mr. MacDonald moved for approval of Ordinance No. 2013-07 on second and final reading; Ms. Keeble seconded the motion and it passed 4-0.

5. ORDINANCES, FIRST READING:

5A. An Ordinance No. 2013-13 amending the budget for fiscal year 2013 to account for various changes to the city's operational budgets, supplemental

appropriations, and closing out and supplementing capital improvement projects.
Mayor Pratt read the ordinance by title.

Mr. Parton reviewed items included in the budget amendment and noted that the items added to the FY2013 budget were provided for by additional revenues coming in above the budgeted revenue in the general fund.

Mr. MacDonald moved for approval of Ordinance No. 2013-13 on first reading; Mr. Conklin seconded the motion and it passed 4-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Appointments to the Kerrville-Kerr County Joint Airport Board.

Bruce McKenzie, airport manager, noted that two board members terms expired June 1, 2013, Steve King and Ed Livermore, and the airport board requested the city council reappoint them for two year terms.

Mr. MacDonald moved to reappoint Steve King and Ed Livermore to the Kerrville-Kerr County Airport Board, with terms to expire June 1, 2015. Ms. Keeble seconded the motion and it passed 4-0.

6B. Request by Kerr County to confirm the extension of city wastewater service into a targeted area of Kerrville South that is outside the city limits as part of a colonia fund application through the Texas Department of Agriculture Office of Rural Affairs.

Eric Hartzel, GrantWorks, Inc., noted the county was applying for a colonia fund grant to extend sewer service in the Kerrville South area to allow the connection of an apartment complex and a few homes. The county requested that the city confirm that the target area is in the city's service area. He noted this would be the final phase of the Kerrville South wastewater project and that all lines and connections would meet city standards and be inspected by city staff. He noted that the deadline for the county to apply for the grant was June 17, 2013.

Mayor Pratt stated that if the county expected cooperation from the city for their projects, the county should give the city more notice in order that the county's project can be incorporated into the city's planning and budgeting processes.

Ms. Keeble moved to approve the request as presented; the motion was seconded by Mr. MacDonald and passed 4-0.

6C. Extension of terms for the Charter Review Commission(CRC).

Mr. Hayes noted the CRC had held five or six meetings and since none of their proposed changes were urgent the CRC proposed more time to allow them to give a full review of the charter and report their findings to the city council prior to placing any amendments on the May 2014 ballot. He noted that the CRC members' terms expired June 11 and he recommended their terms be extended through May 2014.

Mr. Conklin moved to extend the Charter Review Commission members' terms through May 2014; Mr. MacDonald seconded the motion and it passed 4-0.

7. INFORMATION AND DISCUSSION

7A. Water resources report.

Mr. Hastings noted that with recent small rains, the three month total was 8.72 inches, the riverflow was 21 cfs, and the ASR well was at 780 million gallons. The US Drought Monitor had moved Kerrville from extreme to severe drought conditions.

7B. Pending legislation from the 83rd Texas Legislature, regular session.

Mr. Parton noted there had been no changes to any of the bills since the last council meeting.

8. BOARD APPOINTMENTS:

8A. Appointments to the Library Advisory Board.

Mr. MacDonald moved to appoint Jeanine Kenworthy with term to expire November 22, 2013; Mr. Conklin seconded the motion and it passed 4-0.

9. ITEMS FOR FUTURE AGENDAS: None.

10. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Mary Reyes, Executive Secretary to City Administration, and her husband, Henry, celebrated their 53rd wedding anniversary this day.
- Kristine Ondrias completed six years with the city of Kerrville.
- Comanche Trace was recognized as one of the top 50 places to live in the US in the "Where to Retire" magazine.
- June 14, 10 a.m., grand opening of the Hill Country Veterans Center at 411 Meadowview Lane.
- Tivy High School cheerleaders golf tournament, Friday, June 14 at Scott Schreiner Municipal Golf Course.
- Veterans golf tournament, Saturday, June 15 at Scott Schreiner Municipal Golf Course.

11. EXECUTIVE SESSION:

Mr. MacDonald moved for the city council to go into executive closed session under Section 551.074 of the Texas Government Code; the motion was seconded by Mr. Conklin and passed 4-0 to discuss the following matters:

Sections 551.071 and 551.072:

- Jefferson lift station
- G Street sewer project
- River Trail.

At 6:31 p.m. the regular meeting recessed and council went into executive closed session at 6:33 p.m. At 6:42 p.m. the executive closed session recessed and council returned to open session at 6:43 p.m. The mayor announced that no action had been taken in executive session.

12. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION:

River Trail:

Ms. Ondrias reviewed the terms of a proposed agreement with Mr. and Mrs. Stadter for a recreation easement for the river trail and noted that staff recommended approval:

- City will pay Stadters \$1.30 sq. ft. plus \$3,500, which was the amount set aside for the appraisal.
- City will resurvey the property in order to relocate the trail around the Stadter's sheep shed so it will not be affected.
- No seating or observation area would be located on the Stadter's property.
- City will reimburse the Stadters up to \$4,000 for fencing, if the Stadters install the fencing within two years of completion of the trail.
- When the city constructs the wastewater line through this property, the city will allow a sewer connection to the Stadters without a tap fee charge.
- If the city ever constructs a water line through this property, the city will allow a water connection to the Stadters without a tap fee charge.

Mr. MacDonald moved for approval of the agreement as recommended by staff; Mr. Conklin seconded the motion and it passed 3-0-1 with Messrs. Conklin, MacDonald, and Pratt voting in favor of the motion, no one voted against the motion, and Ms. Keeble abstained.

ADJOURNMENT. The meeting adjourned at 6:45 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

2B. Construction contract with HMC, Inc. for the renovation and expansion of the central fire station in the amount of \$505,857.80 and authorize execution of change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$607,029.36. (staff)

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

SUBJECT: Authorize the City Manager to enter into a construction contract with HMC, Inc. for the renovation and expansion of the Central Fire Station in the amount of \$505,857.80 and authorize the City Manager to execute change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$607,029.36.

FOR AGENDA OF: June 25, 2013

DATE SUBMITTED: June 18, 2013

SUBMITTED BY: Kristine Ondrias
Assistant City Manager

CLEARANCES: Todd Parton, City Manager

EXHIBITS: Letter of recommendation from Design Consultant
Bid Tabulation

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$607,029.36	\$640,464.87*	\$700,000.00*	G97
			70-13001

*amount after budget amendment on 6-25-13

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

In February, the City Council authorized a contract with Peter Lewis Architect + Associates to scope the design of the renovation and expansion of the Central Fire Station based on the conceptual design presented at the City Council budget workshop. This work was completed and the project was placed out for bid in May with the bid opening on May 30, 2013. Four bidders responded with the apparent low bidder being HMC, Inc. out of Boerne, Texas.

Staff along with Peter Lewis Architect + Associates evaluated the contractor and recommends awarding the renovation and construction project to HMC, Inc. Staff recommends awarding the base bid as well as alternatives 1 (Expansion of the Rescue Bay building) and 2 (addition of the covered entrance) for a total project cost of \$505,857.80. (Letter of Recommendation attached) Additionally, staff recommends authorizing the City Manager to execute change order which may exceed \$50,000.00 but will not exceed the total contract value of \$607,029.36.

RECOMMENDED ACTION

Authorize the City Manager to enter into a construction contract with HMC, Inc. for the renovation and expansion of the Central Fire Station in the amount of \$505,857.80 and authorize the City Manager to execute change orders which may exceed \$50,000.00 but will not exceed a total contract value of \$607,029.36.



PETER LEWIS
ARCHITECT + ASSOCIATES

June 12, 2013

Kristine Ondrias
Assistant City Manager
City of Kerrville
701 Main Street
Kerrville, TX 78028

RE: Central Fire Station Additions and Alteration

Dear Kristine:

Pursuant to receipt of bids for the referenced project, on May 30, 2013 we followed due diligence to qualify the apparent low bidder, HMC, Inc. This process included, but was not limited to, conversations with the General Contractor, Subcontractors, Client references and Architect references provided by the Bidder.

The results yielded positive recommendations from all of the references.

It is therefore our recommendation that the City of Kerrville accept HMC, Inc.'s Bid and enter into negotiations for the Construction Contract.

Should you have any questions, please feel free to contact me.

Very truly yours,

Peter W. Lewis, Architect
Principal

Project Name: Central Fire Station Improvements

Engineering Number : PW13-005

General Contractors	Addendum No. One Acknowledged	Addendum No. Two Acknowledged	Bid Security	Base Bid	Bid Alternate A1	Bid Alternate A2	Bid Alternate A3	Bid Alternate A4
Abeco Contracting	x	x	x	\$615,000.00	\$60,881.00	\$40,158.00	\$13,825.00	\$50,000.00
Breda Construction	x	x	x	\$540,000.00	\$66,000.00	\$35,000.00	\$23,000.00	\$48,000.00
Huband-Mantor Const.	x	x	x	\$428,000.00	\$45,928.80	\$31,932.00	\$25,388.00	\$32,500.00
JM Lowe & Company	x	x	x	\$520,000.00	\$52,800.00	\$17,300.00	\$16,800.00	\$34,000.00
Kendnel Kasper Const.	x	x	x	\$535,552.00	\$73,263.00	\$28,029.00	\$18,042.00	\$39,471.00

Agenda Item:

2C. Professional services agreement with Terra Design Group, Inc. for the design of the River Trail – G Street to Kerrville Schreiner Park project in an amount not to exceed \$228,305.00. (staff)

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

SUBJECT: Authorize the City Manager to enter into a Professional Services Agreement with Terra Design Group, Inc. for the design of the *River Trail – 'G' St. to Kerrville-Schreiner Park Project* in an amount not to exceed \$228,305.

FOR AGENDA OF: June 18, 2013

DATE SUBMITTED: June 25, 2013

SUBMITTED BY: Malcolm Matthews, Director
Parks and Recreation

CLEARANCES: Kristine Ondrias,
Asst. City Manager

EXHIBITS: Professional Service Agreement;
River Trail – 'G' St. to KSP (Package F) Map

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$228,305	\$5,488,270	\$6,000,000	B05

PAYMENT TO BE MADE TO:

APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The *River Trail – 'G' St. to Kerrville-Schreiner Park Project* is to be routed along the south side of the Guadalupe River, from the terminus of the River Trail segment west of 'G' St. extending out to Kerrville-Schreiner Park, over 2 miles in length. The scope of this professional services contract for design of this phase of the trail is to include final trail routing/staking within the properties and easements for the trail, a specific amount of archeological/wetland/ADA reporting and permitting, surveying for the trail elements, preliminary and final design, development of construction documents, and construction phase tasks. The fee for this agreement includes all of the scope of services plus all associated direct expenses. The approved fee will not be exceeded without the prior approval of the City Council.

This trail segment will include major trailheads/parking areas on City properties at 'G' St. and Kerrville-Schreiner Park, a continuous 10' wide concrete trail, underpass at 'G' St., retaining walls, grading/drainage, bridges, observation areas, seating and rest areas, signage and mapping, utility connections, and landscaping/irrigation, with close attention to ADA, floodplain, and other mandated requirements. This section of trail will also be constructed in some places over new utility line construction and drainage systems.

Terra Design Group (TDG) of San Antonio was selected to complete the design for this phase of the trail project. TDG previously completed the routing options, cost estimates,

and metes & bounds surveys for this trail segment, which were presented to City Council in late 2012. TDG has extensive experience with park, trail, and public sector projects throughout Texas and the Southwest. Their prior trail work includes broad knowledge of state and federal requirements associated with this type of project.

Upon completion of tasks set out in this professional service agreement for final design and construction document preparation, the project will be bid for construction, anticipated to be completed in late 2014. The construction of the trail will be coordinated with, and immediately follow, the completion of the utility projects also being installed along the south side of the river from Lemos St. to the Birkdale Lift Station. The funding amount for all costs associated with the design, securing of properties, and construction for the *River Trail – 'G' St. to Kerrville-Schreiner Park Project* is \$2,200,000, to be funded from 4b sales tax funds approved for these improvements.

RECOMMENDED ACTION

Authorize the City Manager to enter into a Professional Services Agreement with Terra Design Group, Inc. for the design of the *River Trail – 'G' St. to Kerrville-Schreiner Park Project* in an amount not to exceed \$228,305.

Professional Engineering Services Agreement
Between
Terra Design Group, Inc. and City of Kerrville

River Trail – G Street to Kerrville-Schreiner Park Project (Package F) Design Services

THIS AGREEMENT is made as of this ____ day of _____, 2013, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 701 Main Street, Kerrville, Texas, 78028, hereinafter referred to as "CLIENT", and Terra Design Group, Inc. with its offices located at 816 Camaron, Suite 103 San Antonio, Texas 78212, hereinafter referred to as "ENGINEER", for the performance of professional engineering services in consideration of the following terms, conditions, and agreements:

PART I. SERVICES

ENGINEER shall perform all work described in the proposal attached hereto as **Exhibit A**.

- A. ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by ENGINEER under this Agreement, ENGINEER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and others services.
- B. ENGINEER hereby agrees to comply with all Federal, State, and Local laws and ordinances applicable to the work or services under this Agreement.
- C. ENGINEER shall hold periodic conferences with CLIENT or CLIENT's representatives to the end that the project as developed shall have the full benefit of CLIENT's experience and knowledge and be consistent with CLIENT's objectives for this project.
- D. ENGINEER shall periodically report project status to CLIENT as is appropriate to keep CLIENT informed regarding project progress.
- E. ENGINEER shall perform all services under this Agreement in a manner which is consistent with generally accepted standards of professional engineering practice.

PART II. CLIENT'S RESPONSIBILITIES

- A. CLIENT shall provide all criteria and full information as to CLIENT's requirements for the Project; designate a person to act with authority on CLIENT's behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any defect in ENGINEER's submissions.
- B. CLIENT shall also do the following and pay all costs incident thereto:

Furnish to ENGINEER, upon ENGINEER's notification that data is required, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; geologic assessments, environmental impact studies, and endangered species studies; and any other information previously made available to CLIENT, which may be required by ENGINEER; all of which ENGINEER may rely upon as accurate in performing ENGINEER's services provided, however, ENGINEER shall not be entitled to rely on any inaccuracy or incompleteness of information or services provided by CLIENT or at CLIENT's direction if a professional engineer using generally accepted engineering practices and procedures would have discovered such inaccuracy or incompleteness without reviewing any other data other than the document or information provided.

Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work legally.

- C. CLIENT shall pay all non-labor costs incident to obtaining bids or proposals from contractor(s).

PART III. WORK ORDER AMENDMENTS

- A. CLIENT may at any time, by written Work Order, make changes relating to services to be performed. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for, performance of any services, an agreeable equitable adjustment shall be made and reflected in a properly executed Work Order. ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt by ENGINEER of the notification of change, unless CLIENT grants a further period of time before the date of final payment under this Agreement.
- B. No services for which additional compensation will be charged by ENGINEER shall be furnished without a properly executed Work Order signed by CLIENT.
- C. In the event that there are modifications and/or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided in this Agreement and subsequent Work Orders shall be reflected in an appropriate Work Order.

PART IV. COMPENSATION

CLIENT agrees to pay ENGINEER for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth in **Exhibit A**.

PART V. PAYMENTS

ENGINEER will invoice CLIENT in accordance with the terms and conditions as set forth in **Exhibit A**. CLIENT agrees to promptly pay ENGINEER at its office located at 816 Camaron, Suite 103 San Antonio, Texas 78212, the full amount of each such invoice upon receipt. In no event shall ENGINEER's failure to invoice constitute a default under the terms and conditions of this Agreement.

PART VI. INSURANCE

ENGINEER shall procure and maintain the following types and limits of insurance for the duration of this Agreement:

<u>Type of Insurance</u>	<u>Minimum Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	\$250,000.00
Commercial General Liability-Personal Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence
Automobile Liability	\$1,000,000.00 combined single limit per occurrence – Hired car, owned and non-owned autos
Professional Liability	\$1,000,000 per claim

The commercial general liability insurance required above will include contractual liability coverage. The commercial general liability and automobile liability policies shall be endorsed to name the CLIENT as an additional insured, and all policies shall be endorsed to show a waiver of subrogation in favor of CLIENT. ENGINEER shall direct that a certificate of insurance be delivered to CLIENT before any services are performed pursuant to this Agreement. Such certification of insurance shall provide for not less than thirty (30) days written notice to CLIENT prior to cancellation or material modification by endorsement of any insurance referenced therein and shall indicate that all required coverage and endorsements are in effect.

PART VII. TERMINATION

A. CONDITIONS OF TERMINATION

This Agreement and/or Work Order(s) may be terminated without cause at any time prior to completion of ENGINEER's services, either by CLIENT or by ENGINEER, upon written notice to the other at the address of record. Upon

receipt of written notice from CLIENT to discontinue work, ENGINEER shall discontinue work under this Agreement immediately. In the event CLIENT terminates the Agreement based on CLIENT's reasonable opinion ENGINEER has failed or refused to prosecute the work efficiently, promptly, or with diligence, ENGINEER shall have fifteen (15) business days, from the receipt of written notification by CLIENT, to cure such failure to perform in accordance with the terms of the Agreement.

B. ACTIONS ON TERMINATION

Upon any termination, ENGINEER shall: (1) promptly discontinue all Services affected (unless a termination notice from CLIENT directs otherwise); and (2) upon full payment for services, deliver or otherwise make available to CLIENT all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

C. COMPENSATION PAYABLE ON TERMINATION

On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the ENGINEER's Standard hourly rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs ENGINEER reasonably incurs relating to commitments which had become firm before the termination; however, in no case shall CLIENT be required to pay ENGINEER more than the amount set forth in this Agreement.

PART VIII. MISCELLANEOUS

A. REUSE OF DOCUMENTS

All documents, including Drawings and Specifications prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the PROJECT, are the property of both CLIENT and ENGINEER, and may be used by both CLIENT and ENGINEER, as they deem necessary in their reasonable discretion. Either CLIENT or ENGINEER may retain copies, reproduce copies, and disseminate copies of said Instruments of Service as are reasonably necessary for the construction and on-going maintenance of the Project. Not later than 90 days after substantial completion, ENGINEER shall deliver to CLIENT one (1) set of Record Drawings in CADD format incorporating all Addenda and Change Orders and consisting of one set of compact disks; provided, however, ENGINEER reserves the right to remove all indicia of ownership and/or involvement from the disc/magnetic tape provided to CLIENT. The original CADD data will be retained by ENGINEER. CLIENT hereby releases and holds harmless ENGINEER from any claims, losses, or liability resulting from CLIENT's use of the Instruments of Service in a manner not authorized on this project by this Agreement. Any reuse without written

verification or adaptation by ENGINEER, for the specific purposes intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

B. OPINION OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' method of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Project Cost and Construction Cost are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not warrant or guarantee ENGINEER's opinions of cost as an "actual" cost and if an "actual" "Construction Cost" is required, and/or desired, then, construction bids should be obtained by CLIENT from appropriate sources. Opinions of cost may be supplied to applicable municipalities for bonding purposes and no representations, warranties, or guarantees are rendered hereby to any other person or entity. Opinions of cost for presentation to any mortgagee or lending institution will only be prepared by ENGINEER at CLIENT's specific request. Preparation of such may involve substantial additional cost to CLIENT and ENGINEER cannot and does not warrant or guarantee such opinion of cost as an "Actual" cost.

C. TRENCH SAFETY DESIGN

ENGINEER shall not perform any service for design of Trench Safety Systems and/or Trench Excavation Safety during construction and said services are specifically excluded from the provision of this Agreement.

D. LATE PAYMENT

If CLIENT fails to make any payment due ENGINEER for services and expenses in accordance with Part VI herein, within thirty (30) calendar days from the date of ENGINEER's invoice, thereafter the amounts due ENGINEER shall include a charge at the rate of 1.50 % per month, calculated from the date of the invoice, and in addition, ENGINEER may, after giving ten (10) business days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services and expenses.

E. ATTORNEY'S FEES

In the event ENGINEER's invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then CLIENT shall pay ENGINEER all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

F. PERIOD OF SERVICE

ENGINEER shall diligently pursue completion of services in accordance with the timely completion specified in **Exhibit A** and shall promptly inform CLIENT of any anticipated delay. ENGINEER shall not be liable or responsible for any delays caused by circumstances beyond ENGINEER's control.

G. CONSTRUCTION OBSERVATION

During the Construction Phase, ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with ENGINEER's design, drawings, specifications, and other instructions.

ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s).

H. SALES AND USE TAXES

Not applicable. CLIENT is a tax-exempt entity. CLIENT will provide ENGINEER with a current copy of CLIENT's tax-exempt certificate.

I. SUCCESSORS AND ASSIGNS

CLIENT and ENGINEER each binds himself, and his partners, successors, executors, administrators, and assigns to partners, successors, executors, administrators, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer their interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT or ENGINEER.

J. CONTROLLING LAW; VENUE

This Agreement is to be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes between CLIENT and ENGINEER arising from or related to this Agreement shall be in Kerr County, Texas.

K. SEVERABILITY AND WAIVER

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

L. EXTENT OF AGREEMENT

This Agreement, including **Exhibit A**, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed or other form or document issued by CLIENT with respect to the project or ENGINEER's services.

M. AMENDMENTS

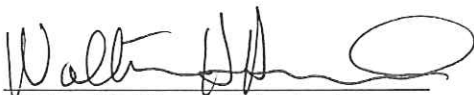
The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than the undersigned Principal, and then only in writing.

Executed on this ____ day of _____, 2013.

CITY OF KERRVILLE

TERRA DESIGN GROUP, INC.

Todd Parton, City Manager



Walter H. Heard, Principal
Terra Design Group, Inc.

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Heather Stebbins, Assistant City Attorney

ATTACHMENT A

KERRVILLE RIVER TRAILS PROJECT – Package F

PROPOSAL FOR DESIGN SERVICES

SCOPE OF SERVICES

This proposal is to provide design services for the *Kerrville River Trail – Package F*, which is to extend from the west boundary of the “G” St. r.o.w. to the west side of Kerrville-Schreiner Park, as depicted in the *Preliminary Trail Routing Plan – Package F*. The scope of services for this project includes schematic design and routing, reports and surveys, design development, construction documents and construction phases. These phases are detailed below including the cost for each phase of work. Total estimated construction cost for this project is \$1,850,000.00.

Project Start-Up and Schematic Design Phase

Design Team Task:

- Based upon previously prepared *Preliminary Trail Routing Plan – Package F*, review the final trail routing and mark the final trail route in the field for final Client review.
- Identify utility infrastructure conflicts, benefits, and adjustments to include coordination with the new utilities being installed in the project area.
- Conduct staff and other adjacent project consulting engineer review of final routing plans.
- Coordinate trail alignment with TxDOT at bridge underpasses and other adjacent ROWs and other capital improvement projects.
- Engage sub-consultants in project implementation and initiate their respective roles, to include engineering, surveying archeological and environmental services.
- Prepare final trail routing plan sheets that identify the trail, trail heads, parking, drives, walls, and other amenities to be included in the project.
- Conduct preliminary impact analysis on trail impacts to the floodplain.
- Prepare/deliver three (3) hard copy sets of plans for review and one set in electronic format for reproduction purposes to the Client.
- Prepare preliminary estimate of Probable Construction Cost for evaluation and discuss with staff.

Fee Project Start-Up and Schematic Design

\$11,000.00

Section 404 Determination

Design Team Task:

- Coordinate with the environmental study required for the adjacent sanitary sewer line to reduce the required acres of study area and cost.
- Perform a field investigation of the project area to determine the present day extent of waters of the United States. This will be coordinated with the

investigations currently being conducted for the adjacent sanitary sewer line to reduce the required acres of study area and cost.

- Utilize soils surveys, aerial topographic maps, U.S. Geological Survey topographic maps and U.S. Fish and Wildlife Service National Wetland Inventory maps.
- Delineate wetlands consistent with USACE guidelines per the "1987 Corps of Engineers Wetland Delineation Manual," in addition to the "Interim Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Great Plains Region."
- Survey waters of the United States using a Global Positioning System
- In compliance with NWP General Condition 17, a field investigation will be conducted to identify the presence or absence of threatened or endangered species, or the critical habitat of such species, and an evaluation of potential effect will be made.
- Prepare a Jurisdictional Determination Report of waters of the United States consistent with the USACE "Procedures for Jurisdictional Determinations" (dated March 24, 2003) in addition to the "Interim Regional Supplement to Corps of Engineers Wetlands Delineation Manual: Great Plains Region."
- Initiate communications with the USACE regarding the specific Nationwide Permit application that will be applicable to this project. The low water crossings associated with this project will likely not exceed the 0.10-acre threshold and will not require USACE PCN.
- The preparation of an Individual Permit is not part of this scope of services. The design of the project will reduce impacts to waters of the U.S. to the maximum extent possible; however, if the impacts warrant an Individual Permit application, a supplemental scope of services will need to be developed. The Individual Permit process can be triggered if more than 0.5 acres of jurisdictional waters are impacted. The Individual Permit process is a minimum of 10 months.

Fee Section 404 Determination

\$3,050.00

(This is a reduced fee since this service will be in conjunction with the sewer line reviews and permitting)

Archeological Study and Report

Design Team Task:

- Conduct Archeological and Cultural Resources Investigations study. This will be coordinated with the investigations currently being conducted for the adjacent sanitary sewer line to reduce the required acres of study area and cost.
- Coordinate with the archeological study required for the adjacent sanitary sewer line to reduce the required acres of study area and cost.
- Review records at the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission's (THC) online restricted Archeological Sites Atlas to identify recorded archeological or historic sites

within and in the vicinity of project area. This information will be digitized and overlaid onto aerial photo/topo of the proposed project area.

- Review the locations of cultural resources within the project area with City staff.
- Notify the THC of the project and obtain a Texas Antiquities Permit for a cultural resource survey.
- Conduct a Cultural Resources Field Survey that will include visual inspection and shovel testing within all portions of the Area of Potential Effects (APE) for archeological resources, defined as the project area. Shovel testing will meet the Council of Texas Archeologists minimum standards for surveys in Texas. If testing and exploration beyond this minimum level is required the fee for this testing will be negotiated at the stated hourly rates.
- Submit the results of the survey to the THC for review. Following the required 30-day period of review, all agency comments will be addressed, in consultation with the City of Kerrville, and a final report will be submitted. Any records or collected cultural material will be submitted to Texas Archeological Research Laboratory (TARL) for curation at the time.
- Additional investigations beyond the Cultural Resources Field Survey that are deemed necessary to fulfill archeological clearance will be considered additional services.

Fee Archeological Study and Report

\$3,050.00

(This is a reduce fee since this service will be in conjunction with the sewer line reviews and permitting)

Topographic Surveys

Design Team Task:

- Coordinate with the topographic surveys required for the adjacent sanitary sewer line to reduce the required acres of survey required.
- Prepare topographic surveys. These will be coordinated with the topographic surveys required for the adjacent sanitary sewer line to reduce the required acres of survey required.
- On-the-ground surveying activities for the trail corridor will identify project features and improvements within the limits of the project site by surveying and area 25-feet either side of the proposed trail alignment (50-feet total width), to be staked in the field by the Design Team and confirmed by City staff. For the purposes of defining effort, the Design Team assumes the trail alignment will follow the trail alignments defined in the Preliminary Trail Routing Plan.
- On-the-ground surveying activities for the trail heads will identify existing conditions within the limits of the project area and not to be limited to the 50' total width.
- Sufficient ground elevation will be obtained to prepare one foot interval contour maps within the project design limits.

- All significant trees with a caliper equal to or greater than 12 inches will be located and tagged. The locations of smaller trees will be provided at the City of Kerrville's request and invoiced on an hourly basis.
- Establish and tie existing horizontal and vertical control and set temporary benchmarks as required throughout the project area.
- Survey for any monuments, iron pins, bench corners to determined property boundaries, as needed and as identified by City staff.
- Provide research for all utilities and survey locations when marked by utility company and municipal dig tests.
- Prepare a base topographic map of the project area, utilizing field survey data, available aerial photography, roadway and available utility information from the City of Kerrville.

Fee Topographic Surveys

\$33,775.00

Geotechnical Bores and Recommendations

Design Team Task:

- Coordinate with the geotechnical exploration required for the adjacent sanitary sewer line to reduce number of bores required.
- Order geotechnical bores and recommendations. These will be coordinated with the geotechnical exploration required for the adjacent sanitary sewer line to reduce number of bores required.
- Plan and coordinate foundation investigations, soil borings and other tests required for design of bridges, retaining walls, pavements or other structures.
- The results of the scope of work will be submitted in a formalized report prepared by a registered professional engineer in the State of Texas.
- Cost per vertical foot is \$76.00.

Fee Geotechnical Bores and Recommendations

\$7,600.00

Client Responsibilities (for above 5 phases/ tasks):

- Secure necessary permission from the adjacent land owners for access to their property as required for the planning, design, surveying or exploration processes as required to complete the project.
- Coordinate plan review process.
- Coordinate and schedule all public meetings and presentations to citizens groups, City Boards and Commissions.
- Provide any available existing utility plans, flood plain data, topography, aerial photographs, property boundaries, property line surveys and easements.
- Provide any available existing environmental, cultural and historical reports and studies for the project area.
- Existing archeological studies or reports if available
- Existing drainage studies or reports if available
- Existing utility plans for site in electronic format.
- Accurate as-built plans for all existing structures, where available.

- Assist the Design Team with the acquisition of available hydraulic data that accurately depicts the floodplain/floodway and floodplain/floodway elevations and proposed improvements and mitigation measures as available.
- Surveys, plans and details provided by the Design Team to the City regarding this project will be used to begin preparation of all CLOMR and LOMAR documents related to this project.
- Assist in securing information from other governmental agencies when required.

Estimated Time Frame / Visits (for above 5 phases/ tasks):

- 8 weeks
- 8 visits

Design Development Phase

Design Team Task:

- Prepare and submit AutoCAD plan sheets and detail sheets at 50% completion of refined trail routing, trail head site plans and design details based on the previous Phase and final trail routing.
- Develop design and details of trail structures, parking lighting, pavilions, comfort stations, trail wayfinding signage, interpretive signage, bridges, walls, utility service, parking, drinking fountains and trail heads.
- Utilize and expand on previously prepared *River Trail Design Kit* for amenity design.
- Adjust trail routing and trail head locations in the field for final Client review.
- Coordinate scope, plans and schedule with new sanitary sewer line and lift station projects adjacent to trail route.
- Finalize trail alignment with TxDOT at bridge underpasses and other adjacent ROWs.
- Review plans with City of Kerrville Engineer and floodplain manager.
- Preparation of additional hydraulic analysis or CLOMR/LOMR applications and coordination with FEMA are not included in this scope of services and shall be considered as additional services if requested by the City.
- Identify materials, products and finishes and review with client.
- Refine specifications and coordinate with other design teams.
- Submit plans to the Texas Historical Commission for review and comment.
- Prepare three (3) hard copy sets of plans for delivery to the client for review and one (1) set delivered in electronic format for reproduction purposes.
- Prepare refined estimate of Probable Construction Cost for evaluation and discussed with staff.
- Revise plans and specifications as required after reviews.

Fee Design Development Phase

\$52,775.00

Estimated Time Frame / Visits:

- 6 weeks
- 5 visits

Construction Document Phase

Design Team Task:

- Prepare and submit AutoCAD plan sheets, details and specifications at 100% completion of refined trail and trail head plans and design details based on the previous Phase and trail routing.
- Mark any changes in trail routing or amenities in the field for final client review.
- Obtain approval of plans from TxDOT at bridge underpasses and other adjacent ROWs.
- Review final plans with City of Kerrville Engineer and flood plain manager.
- Submit final plans and specifications to City staff for review and revise as required after reviews.
- Coordinate final specifications with other design teams.
- Revise final plans and specifications as required after reviews.
- Submit plans to the Texas Department of Licensing and Regulation for ADA review and approval. ADA review fees to be paid by TDG.
- Submit final plans to the Texas Historical Commission for review and approval.
- Prepare final cost estimates and review with the City staff.
- Revise final plans and specifications as per reviews and prepare in Auto-CAD format and specifications in Word format. Provide three (3) full size hard copy sets of plans, five (5) half size hard copy sets of plans, five (5) hard copies of the project specifications and one (1) digital copy of the final plans and specifications for City of Kerrville use.
- Submit plans to City for municipal permits.

Fee Construction Document Phase

\$96,796.00

Client Responsibilities (for Design Development and Construction Document Phases):

- Coordinate plan review process.
- Assist, where needed, with agency processes and reviews.
- Coordinate and schedule all public meetings and presentations to citizens groups, City Boards and Commissions.
- Submit final CLOMR and LOMAR documents related to the trail and amenity improvements.
- Coordinate the CLOMR and LOMAR documents with FEMA.
- Pay permitting fees.

Estimated Time Frame / Visits:

- 8 weeks
- 8 visits

Construction Phase

Design Team Task:

- Schedule dates and times for Pre-Bid Meeting and Bid Opening.
- Provide assistance to City staff in the pre-qualification of potential bidders.
- Prepare invitation for bid.
- Verify permits are clear and ready, not including permitting fees.
- Coordinate with City staff on Pre-Bid Meeting.
- Conduct Pre-Bid Meeting and answer questions from prospective bidders.
- Provide addenda and forward to City staff and prospective bidders.
- Attend Bid Opening.
- Evaluate bids and provide bid recommendation to City staff.
- Provide information to City staff for inclusion in City Council Request.
- Review City Construction Contract and make recommendations.
- Sell plans and specifications to bidders at a direct cost of printing plus 25%. Plans to be available at Terra Design Group office.
- Provide plans to local plan rooms at no cost.
- Confirm that all permits are secured.
- Coordinate with City Staff and Contractor on Pre-Construction meeting.
- Facilitate Pre-Construction meeting.
- Review and approve all submittals.
- Coordinate 15 site inspections with City staff and Contractor. Provide Field Reports to City staff and Contractor.
- Coordinate and respond to RFI's, ASI's and/or Proposal Request as needed. Provide documentation to City staff and Contractor.
- Coordinate all Field Alterations with City staff and Contractor. Provide documentation to City staff and Contractor.
- Review Contractor's pay requests and make recommendations to City staff.
- Coordinate Substantial Completion date and time with City staff and Contractor.
- Attend Substantial Completion inspection review.
- Coordinate inspection time with TDLR RAS inspector. ADA site inspection fee to be paid by TDG.
- Attend inspection with TDLR and review project.
- Develop a Punch List to include all staff comments. Provide a Punch List to the Contractor and City staff.
- Review site for Punch List completion.
- Develop As-Built drawings in Auto-CAD format from Contractor's As-Built drawings. Provide As-Built drawings in Auto-CAD format to City staff.

Fee Construction Phase

\$11,509.00

Client Responsibilities:

- Distribute and pay for printing of invitation to bid in local and regional newspapers.
- Coordinate invitation and logistics for meetings and Bid Opening.
- Prepare City Council documents.
- Coordinate invitation and logistics for Pre-Construction meeting.
- Attend site inspections with Contractor and Consultant.
- Provide on-going daily project inspection and review of requests/alterations.
- Prepare City Council documents.
- Participate in inspections and close-outs.
- Provide archive location for As-Built drawings.

Estimated Time Frame / Visits:

- 30 weeks
- 15 visits

Total Kerrville River Trails Project – Package F \$219,555.00

Direct expenses are not included in this proposal and will be paid separately by the Client at a rate of direct cost plus 10%. Direct expenses include, travel, mileage, courier expenses, printing, postage and graphic reproduction. **Direct expenses will be invoiced separately to the City of Kerrville and shall not exceed \$8,750.00 without approval.**

Fee amounts shown will not be exceeded without the prior approval from the City of Kerrville.

ADDITIONAL SERVICES

The Scope of Services does not include Additional Services as defined but not limited to those listed below:

- Fees for required State of Texas plan reviews and permits.
- Design assistance with utility adjustments.
- Assistance to the City as an expert witness in any litigation with third parties arising from the development or construction of this project.
- Laboratory inspection or testing of materials or equipment.
- Travel and subsistence required of Design Team members to City offices, the project site, and points other than City offices and the project site if required above the amounts identified under expenses in Scope of Services.
- Additional copies of reports, plans and specifications over agreed number.
- Certifications beyond those specifically identified in the Scope of Services.
- Public meetings and preparation of documents for public meetings beyond those specifically identified in the Scope of Services.

- Drainage impact analysis.
- Metes and bounds, easements and/or property surveys.

Section 404 PCN

- Prepare a PCN that will include a detailed description of the proposed project, the nature and location of ground disturbing activities, and the quantities of impacts to waters of the United States.
- The notification will include the following information
 - Name, address, and telephone numbers of the prospective permittee;
 - Location of the proposed project.
- Description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or related activity.
- Graphics via Geographic Information System (GIS) mapping will be provided that show that the activity complies with the terms of the NWP among other things (project location, soils, area topography, 100-year floodplain, etc.).
- Required Attachments and Photos.
- Discussion of Avoidance, Minimization and Mitigation Measures.
- Submit the PCN to the USACE. The Jurisdictional Determination Report will be included in the PCN. Coordinate with USACE following submittal of the PCN and during any subsequent interagency evaluation.

Proposed 404 PCN Fee

\$13,400.00

Hydraulic Analysis and Modeling

- Low water crossings, bridges, trailhead facilities and other improvements within the 100 year flood plain that impact the channel flow may require hydraulic modeling. Design development plans will be submitted to local flood plain manager for their determination if hydraulic modeling is required.
- Hydraulic modeling may be required by TxDOT at the under street crossing of "G" Street and Memorial Parkway. Hydraulic modeling may also be required at the perpendicular and parallel low water crossings near Memorial Parkway.
- Where hydraulic models are required, provide a report to be reviewed by the City of Kerrville and the local flood plain manager.
- Provide additional hydraulic analysis for trails placed within the floodplains along the Guadalupe River to determine best design solutions for trail anchoring and stability.
- Preparing CLOMR/LOMRs and coordination with FEMA are not included in this scope of services.
- Provide a survey cross section of the Guadalupe River, at the low water crossing locations and under street crossings, for a total of one (1) cross section per each location.

- Survey one complete cross section up-stream 200 feet and one downstream 200 feet of the proposed low water crossings and the under street crossings for a total of two (2) sections per each location.

Proposed Fee for Two Trailhead Facilities	\$11,344.00
Proposed Fee for Survey Cross Sections	\$1,420.00

Total Fee Hydraulic Analysis and Modeling	\$12,764.00
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Sand, Gravel and Marl Permit

- Coordination with TPWD to obtain the Sand, Gravel and Marl Permit.
- If the project will disturb less than 1,000 cu. yds., a General Permit will be required and the process is approx. two (2) months. Requires public notification and a 30-day comment period.

Fee Sand, Gravel and Marl Permit	\$1,700.00
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Additional Services will be compensated to the consultant at the following Hourly Rates:

- | | |
|---------------------------------------|-------------------------------|
| • Principal / Project Manager - \$190 | • Structural Engineer - \$155 |
| • Landscape Architect - \$125 | • Graphics Specialist - \$100 |
| • Civil Engineer - \$150 | • Irrigation Designer - \$85 |
| • Survey Field Crew - \$171 | • Technical - \$77 |
| • RPLS - \$130 | • Clerical - \$40 |

COMPENSATION AND PAYMENT SCHEDULE

Compensation for the above Scope of Services is to be on a lump sum basis not to exceed the total amounts shown above. This fee is based on a construction budget of \$1,850,000.00. Expansion of the scope of work will require additional compensation to Terra Design Group, Inc. The fee for additional work will be negotiated, subject to approval by the City of Kerrville.

Travel and subsistence expenses required of the consultant for meetings, inspections and site visits that are not included in this proposal will be paid directly by the Client at the stated hourly rates, any direct cost will be paid actual cost plus 10%. Hourly rates for additional services will be adjusted based on cost plus overhead every 12 months subject to approval by the City of Kerrville.

City of Kerrville building permitting fees are not included in this proposal and will be paid directly by the Client.

Summary of Schedule

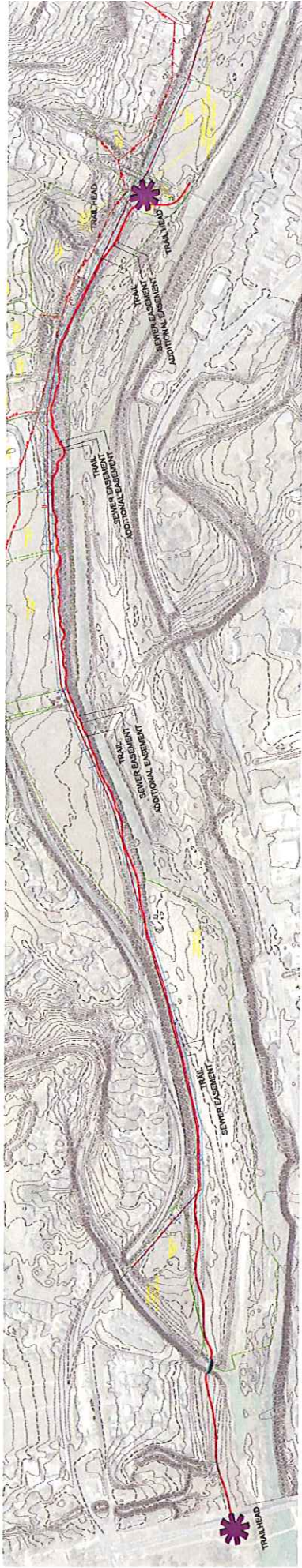
Project Start-Up, Schematic Design Phase, Section 404 Determination, Archeological Study and Report, Topographic Surveys, Geotechnical Bores and Recommendations	8 weeks
Design Development Phase	6 weeks
Construction Document Phase	8 weeks
Construction Phase	30 weeks
Total Schedule	52 weeks

Summary of Fees

Project Start-Up and Schematic Design Phase	\$11,000.00
Section 404 Determination	\$3,050.00
Archeological Study and Report	\$3,050.00
Topographic Surveys	\$33,775.00
Geotechnical Bores and Recommendations	\$7,600.00
Design Development Phase	\$52,775.00
Construction Document Phase	\$96,796.00
Construction Phase	\$11,509.00
Total Fees	\$219,555.00

Summary of Additional Services

Section 404 PCN	\$13,400.00
Hydraulic Analysis and Modeling	\$12,764.00
Sand, Gravel and Marl Permit	\$1,700.00



Agenda Item:

2D. Contract for bulk fuel and card services for City's vehicle fleet Fiscal Year 2014. (staff)

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

SUBJECT: Bulk Fuel & Card Services

FOR AGENDA OF: June 25, 2013

DATE SUBMITTED: June 12, 2013

SUBMITTED BY: Sandra Yarbrough
Director of Finance

CLEARANCES: Todd Parton,
City Manager

EXHIBITS: Bid Tally Sheet

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
			Various Accounts

APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Bids for bulk fuel and card services were received on May 20, 2013 for a one year contract with four optional one year extensions. This service will be provided to various divisions throughout the city. The term of the supply contract will be October 1, 2013, through September 30, 2014 and with option to renew annually.

Tabulation of the bids is reflected on the attached exhibit.

RECOMMENDED ACTION

Staff recommends that the City Council authorize the City Manager to award the contract to Maxey Energy.

Rack price plus:

Unleaded			
	Maxey Engery	McBryde	Texas Fleet Fuel
Freight	0.0505	0.0500	0.0449
Taxes	0.0013	0.0000	0.2042
Markup	0.0645	0.1500	0.1200
	0.1163	0.2000	0.3691

Diesel			
	Maxey Engery	McBryde	Texas Fleet Fuel
Freight	0.0601	0.0500	0.0499
Taxes	0.0013	0.0000	0.2042
Markup	0.0645	0.1500	0.1200
	0.1259	0.2000	0.3741

Kerosene			
	Maxey Engery	McBryde	Texas Fleet Fuel
Freight	0.0601	0.0500	0.0499
Taxes	0.0013	0.0000	0.2042
Markup	0.0645	0.1500	0.1200
	0.1259	0.2000	0.3741

Agenda Item:

2E. Agreement between the City of Kerrville, Texas, and Summit Property Owners Association to allow association to install and maintain landscaping within City right-of-way. (staff)

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

SUBJECT: The Summit right of way license agreement

FOR AGENDA OF: 6/25/13

DATE SUBMITTED: 6/12/13

SUBMITTED BY: Charlie Hastings *CHA*
Public Works Director

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Right of Way License Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *WP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Kerrville Summit Property Owners Association, Inc. ("Summit") wishes to install and maintain landscaping within City-owned right-of-way at the entrance to the Summit subdivision at Loop 534 and along the south side of Vista Ridge Drive to Mesa Del Sol Drive. Per the attached agreement, Summit will be required to pay for and maintain the landscaping.

RECOMMENDED ACTION

The Director of Public Works recommends that Council authorize the City Manager to execute a right of way license agreement with The Kerrville Summit Property Owners Association, Inc, for the installation and maintenance of landscaping on Vista Ridge Drive for the Summit Subdivision.

**AGREEMENT BETWEEN CITY OF KERRVILLE, TEXAS, AND SUMMIT
PROPERTY OWNERS ASSOCIATION TO ALLOW ASSOCIATION TO INSTALL
AND MAINTAIN LANDSCAPING WITHIN CITY RIGHT-OF-WAY**

This agreement ("Agreement") is entered into between the **City of Kerrville, Texas** ("City"), and the **Kerrville Summit Property Owners Association, Inc.** ("Summit").

BACKGROUND

Summit is a property owners association created for the Summit residential subdivision. Summit has requested and the City has agreed to allow Summit to install and maintain landscaping within City-owned right-of-way at the entrance to the subdivision at Loop 534 and along the south side of Vista Ridge Drive to Mesa Del Sol Drive.

AGREEMENT

In consideration of the promises of each, the parties agree as follows:

1. *Defined Terms.* In this Agreement:

Summit means the Kerrville Summit Property Owners Association, Inc., its successors, or assigns.

City means the City of Kerrville, Texas.

City Property means the south right-of-way along Vista Ridge Drive as it intersects with Veterans Highway (Loop 534) and continues until it intersects with Mesa Del Sol, as shown in attached **Exhibit A**, incorporated in this Agreement by reference.

- 2. *Effective Date and Term.*** This Agreement is effective on the latest date of the dates signed by the parties. This Agreement has an initial term of five (5) years and automatically renews thereafter for successive one-year terms, unless terminated as provided for in this Agreement.
- 3. *Installation and Maintenance.*** Summit may install, maintain, and replace landscaping on City Property in compliance with this Agreement and City's ordinances, including the City's water management plan and other applicable laws or regulations. Summit will maintain the landscaping in good condition and will replace any plants that are dead or dying.
- 4. *Removal or Alteration of Improvements.*** Summit acknowledges and agrees that a) City may determine that the removal or alteration of the landscaping is necessary for the City to maintain, repair, replace, relocate, or alter the City Property, which includes Vista Ridge Drive; and b) City has no obligation to repair or replace any landscaping after the

City's alteration or removal.

5. **Indemnification.** Summit will indemnify and hold harmless the City, its officers, agents, and employees, from and against all claims, losses, damages, suits, or liability, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Summit's actions directed at installing or maintaining the landscaping within the City Property.

6. **Termination.**

- (a) The City, through its City Manager and without the need for City Council approval, may terminate this Agreement for any reason after the expiration of the initial five (5) year term, by giving Summit written notice of termination at least 180 days prior to the date of termination.
- (b) The City may terminate this Agreement as provided in this paragraph if Summit fails to materially comply with any provision of this Agreement. City must give Summit notice of the default in writing citing the term(s) of the Agreement that has been breached and what action Summit must take to cure the default. If Summit fails to cure the default as specified in the notice within 30 days after receiving the notice, or such longer period as may be necessary provided that Summit promptly begins curing the default and diligently continues such efforts to completion, the City Manager may terminate this Agreement by written notice to Summit specifying the date of termination.
- (c) Summit may terminate this Agreement at any time upon i) providing City with 30 days written notice of the termination; and ii) performing and completing the duties and responsibilities required of it under this Agreement, in particular, the removal of dead or dying plants, prior to any such termination.
7. **Notices.** All notices required under this Agreement must be in writing and may be sent by: (a) delivering the notice in person; (b) depositing the notice in the U.S. Mail, certified or registered, return receipt requested, postage prepaid; (c) by depositing the notice with Federal Express or another courier service for next day delivery; or (d) sending the notice by telefax with confirming copy sent by mail. Notice is deemed effective when received by the party to be notified. All notices must be sent or delivered to the following addresses or as City or Summit may hereafter designate by written notice:

City: City of Kerrville, Texas
City Hall
701 Main Street
Kerrville, TX 78028
Attn: City Manager

Summit: Kerrville Summit Property Owners Association
P.O. Box 291697
Kerrville, Texas 78029-1697

8. **Successors and Assigns.** This Agreement is binding on either parties, successors, assigns and grantees.
9. **Law Governing and Venue.** This Agreement is governed by the law of the State of Texas; venue shall occur in Kerr County, Texas.
10. **Entire Contract.** This Agreement represents the entire agreement between the City and Summit. The Agreement supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
11. **Severability.** If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

CITY OF KERRVILLE, TEXAS

KERRVILLE SUMMIT PROPERTY OWNERS
ASSOCIATION, INC.

Todd Parton, City Manager

By:

Date: _____

Date: _____

ATTEST:

Brenda Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

T:\Legal\PUBLIC WORKS\Streets (ROW)\Contracts\Summit ROW maintenance_061413.docx

Agenda Item:

3A. Ordinance No. 2013-13 amending the budget for fiscal year 2013 to account for various changes to the City's operational budgets, supplemental appropriations, and closing out and supplementing capital improvement projects.
(staff)

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

SUBJECT: Second reading of an ordinance amending the FY2013 Budget

FOR AGENDA OF: June 25, 2013 **DATE SUBMITTED:** June 12, 2013

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

EXHIBITS: Ordinance Amending FY2013 Budget
Attachment A – detailing changes

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The attached ordinance provides for the second amendment to the FY2013 budget. The budget amendment includes the following:

Operational Budgets

Public Works

Use contingency funds for emergency drainage repair.

Library

Recognize revenues from the endowment for subscriptions and licenses.

Water & Sewer Non-Departmental

Increase legal contingency.

Garage

Use of fund balance to replace two twenty year old lifts at the garage.

Police Special Programs

Use of program income for purchase of electric vehicle for trail.

Library Memorial Fund

Recognition of donation from the endowment. The funds will be moved to General Fund for subscriptions and licenses.

HOT Reserve Fund

Transfer out of fund balance for Wayfinding sign project.

Capital Improvement Projects

Governmental IP

Recognition of funding from the HOT Reserve Fund for the Wayfinding sign project.

Expansion of Central Fire Station

EIC IP

Return funds not needed to finish Harper Highway Project.

RECOMMENDED ACTION

It is recommended that the City Council approve the second reading of an ordinance amending the FY2013 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2013-13**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2013 TO
ACCOUNT FOR VARIOUS CHANGES TO THE CITY'S OPERATIONAL
BUDGETS, SUPPLEMENTAL APPROPRIATIONS, AND CLOSING OUT
AND SUPPLEMENTING CAPITAL IMPROVEMENT PROJECTS**

WHEREAS, Ordinance No. 2012-11, dated September 25, 2012, adopted the Fiscal Year 2013 Budget; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that amending the City's Fiscal Year 2013 Budget is in the best interest of the citizens of the City of Kerrville;

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

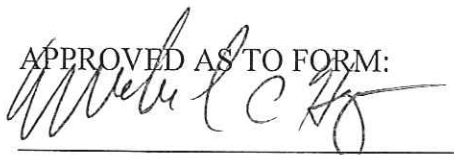
In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2013 is amended as set forth in **Exhibit A**.

PASSED AND APPROVED ON FIRST READING, this the 11th day of June, A.D., 2013.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2013.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

June 2013 Budget Amendment - Attachment A

<u>Fund</u>	<u>Fund Name</u>	<u>Dept</u>	<u>Line Item Code</u>	<u>Line Item Name</u>	<u>Reason</u>	<u>Amount</u>
1	General Fund	General Operations	Expenditures 01-870-410	Contingency	Move funds for emergency drainage repair	-\$19,750.00
1	General Fund	Public Works/Streets Library	Expenditures Revenue 01-861-207	Streets & Drainage		\$19,750.00
1	General Fund		Expenditures 01-7015	Transfer In-Library Memorial	Revenue from Endowment	\$6,185.00
			Expenditures 01-865-306	Special Services	Subscriptions and Licenses	-\$6,185.00
			Transfer Out 01-800-970	Transfer Out- Capital Projects	Central Fire Station Expansion	\$150,000.00
2	Water and Sewer	Water and Sewer	Expenditures 02-890-411	Legal Contingency	Increase	\$57,000.00
3	Garage	Garage	Expenditures 03-895-504	Machinery	Replace two twenty year old lifts	\$15,000.00
7	Police Special Programs	Police	Liability 07-24200	Program Income	Program Income	-\$12,000.00
			Expenditures 07-802-405-03	Other Charges	Electric Patrol Vehicle for Trail	\$12,000.00
15	Library Memorial Fund		Revenue 15-6915	Donations	From Endowment	\$6,185.00
15	Library Memorial Fund		Expenditures 15-800-901	Transfers Out - General Fund	From Endowment	\$6,185.00
16	HOT Reserve Fund		Equity 16-800-970	Transfer Out -Capital Projects Fund	Use of HOT Reserve for Wayfinding Signs	-\$142,000.00
70	Governmental IP Fund		Revenue 70-7016	Transfers In - HOT Reserve Fund	Use of HOT Reserve for Wayfinding Signs	\$142,000.00
70	Governmental IP Fund		Expenditures 70-800-502	Wayfinding Signs	Wayfinding Signs	\$142,000.00
70	Governmental IP Fund		Transfer 70-7001	Transfers In - General Fund	Central Fire Station Expansion	\$150,000.00
70	Governmental IP Fund		Expenditures 70-800-502	Buildings and Structures	Central Fire Station Expansion	\$150,000.00
75	EIC IP Fund		75-800-940	Transfer Out-EIC Fund	Return funds for Harper Highway Project	\$358,142.94
40	EIC Fund		40-7075	Transfer In-Capital Projects Fund	Return funds for Harper Highway Project	\$358,142.94

Agenda Item:

4A. Funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Hill Country Quilt Guild. (staff)

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

SUBJECT: Funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Hill Country Quilt Guild

FOR AGENDA OF: June 25, 2013 **DATE SUBMITTED:** June 14, 2013

SUBMITTED BY: Ashlea Boyle,  **CLEARANCES:** Todd Parton,
Main Street / Special Projects Manager City Manager

EXHIBITS: Funding Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$1,000	\$1,008,438	\$1,000	40-800-975-02

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

At its meeting of June 17, 2013 the Economic Improvement Corporation (EIC) held a public hearing and approved a funding agreement with the Hill Country Quilt Guild for rental of the Edington Gymnasium at Schreiner University for the biennial quilt show "Quilts in Motion" held May 24-26, 2013.

The Hill Country Quilt Guild has been in existence since 1984 and has grown from 10 members to more than 200. The guild is a non-profit group that volunteers many hours to several charities and organizations in the Kerrville area.

The funding agreement is for a reimbursement in an amount not to exceed **\$1,000** for rental of the Edington Gymnasium for the "Quilts in Motion" show.

Attached is the final draft of the funding agreement between the Hill Country Quilt Guild and the EIC. This agreement has been drafted as per direction of the EIC and has been finalized through negotiations of both entities.

RECOMMENDED ACTION

City staff recommends the consideration and approval of this funding agreement as presented.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN
HILL COUNTRY QUILT GUILD AND THE CITY OF KERRVILLE, TEXAS
ECONOMIC IMPROVEMENT CORPORATION**

This Agreement entered into by and between HILL COUNTRY QUILT GUILD, INC., a Texas nonprofit corporation ("HCQG"), acting herein by and through its duly authorized President, Barbara Quinby ("HCQG Officer"), and the CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION ("EIC"), a Texas nonprofit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 (otherwise known as the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code) (hereafter referred to as "the Act"), acting by and through its duly authorized President, David Wampler.

WITNESSETH:

WHEREAS, EIC was formed to administer a sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for economic development projects; and

WHEREAS, pursuant to the Act, the EIC is authorized to provide funding relating to projects which the EIC finds to be encompassed within the definition of "Projects" as that word is defined by Chapters 501 and 505 of the Act, including:

Equipment and improvements found by the EIC to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, and events, including stadiums, auditoriums, parks and park facilities, exhibition facilities, and related store, restaurant, and concessions and other related improvements that enhance any of the items described by Section 505.152 of the Act; and

WHEREAS, HCQG is hosting the biennial quilt show entitled "Quilts in Motion" ("Show") to be held at Schreiner University on May 24-26, 2013; and

WHEREAS, HCQG has and will continue to advertise the Show both locally and beyond so as to maximize the attendance of tourists to the event; and

WHEREAS, HCQG was established in 1984 and supports and participates in activities that encourage the appreciation of fine quilts and quilt making; and

WHEREAS, HCQG has applied for a grant from EIC for funding to rent the Edington Gymnasium (the "Facility") at Schreiner University for the Show; and

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

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with HCQG to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to HCQG for its cost in renting the facility for its Show; and

WHEREAS, on June 17, 2013, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

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

**ARTICLE I.
EIC'S OBLIGATIONS**

- A. EIC hereby grants to HCQG an amount up to One Thousand and No/100 Dollars (\$1,000.00) ("Grant") for costs relating to the rental of the Facility for the Show. The Facility approved for rental by the HCQG is listed on the attachment included as **Exhibit A**.
- B. Subject to the terms and conditions set forth in Article II, the Grant will be provided to HCQG by EIC and EIC shall administer the Grant on a reimbursable basis. Prior to any payment from EIC, HCQG must first submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval. Following the submission and verification thereof, EIC shall then reimburse HCQG for the cost.
- C. Payments made by EIC to HCQG from 4B Revenues will be limited to the payments of "costs" as defined by the Act and as specified above for the Project.
- D. In no event will the total amount of the Grant exceed One Thousand Dollars and No/100 (\$1,000.00).

**ARTICLE II.
HCQG'S OBLIGATIONS**

- A. In order to receive reimbursement from EIC, HCQG must rent the Facility for the Show.
- B. HCQG must keep and maintain complete and accurate records relating to the costs of the Facility, separate and identifiable from its other records, for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect the records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice.
- C. HCQG will only be liable to EIC for the actual amount of the Grant to be conveyed to HCQG and will not be liable to EIC for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by HCQG under the terms of this Agreement.
- D. HCQG shall provide a written report to the EIC no later than 30 days following the Show. The report shall include, but may not be limited to: attendance at the Show, gross receipts for the Show, total expenses for the Show, total ticket sales for the Show, list of exhibitors, and the estimated number of attendees at the Show from outside of Kerr County.

ARTICLE III.
SALE OF PROJECT, MERGER OR CONSOLIDATION OF HCQG

- A. A sale of all or any of the assets of HCQG will not release HCQG from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that HCQG's proposed successor shall have the financial condition to fully satisfy HCQG's duties and responsibilities hereunder and agrees to assume HCQG's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory.
- B. In the event of any proposed merger or other consolidation of HCQG with any third party not affiliated with HCQG, HCQG shall at least thirty (30) days prior to any such merger or consolidation provide EIC with information and assurance reasonably acceptable to EIC regarding: (1) the surviving entity's assumption and satisfaction of the HCQG's obligations hereunder and (2) the financial condition of the surviving entity upon such merger or other consolidation to demonstrate that the surviving entity has the financial condition to fully satisfy HCQG's duties and responsibilities hereunder. Failure to provide such information may be considered a breach of this Agreement.
- C. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that EIC shall have no rights to approve or disapprove any sale or merger transaction of any kind involving HCQG. In the event of any sale or merger involving HCQG or its affiliates, the surviving entity shall assume HCQG's obligations and rights hereunder and be entitled to any and all benefits to be received pursuant to this Agreement.

ARTICLE IV.
HCQG'S REPRESENTATIONS AND WARRANTIES

- A. HCQG represents and warrants as of the date hereof:
 - (1) HCQG is a Texas nonprofit group existing in good standing and authorized to do business in the State of Texas;
 - (2) Execution of this Agreement has been duly authorized by HCQG and this Agreement is not in contravention of HCQG's governing authority or any agreement or instrument to which HCQG is a party or by which it may be bound as of the date hereof;
 - (3) No litigation or governmental proceeding is pending, or, to the knowledge of HCQG Officer, threatened against or affecting HCQG, which may result in a material adverse change in HCQG's business, properties, or operations sufficient to jeopardize HCQG's legal existence; and
 - (4) No written application, written statement, or correspondence submitted by HCQG to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of HCQG Officer, contains any untrue statement

of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

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

**ARTICLE V.
EIC'S REPRESENTATIONS AND WARRANTIES**

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

(1) EIC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

(2) Execution of this Agreement has been duly authorized by EIC;

(3) No litigation or governmental proceeding is pending, or, to the knowledge of any of EIC's officers, threatened against or affecting EIC, which may result in EIC's inability to meet its obligations under this Agreement; and

(4) EIC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including but not limited to the obligations set forth in this Agreement.

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

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

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

(1) HCQG becomes insolvent. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.

(2) The appointment of a receiver of HCQG, or of all or any substantial part of the Property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

(3) The adjudication of HCQG as bankrupt.

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

- B. Should any of these conditions not be cured by HCQG within ninety (90) days, HCQG will be considered to have breached this Agreement and EIC may, at its option, with written notice to HCQG, terminate this Agreement and HCQG shall be obligated to refund the EIC the full amount of any Grant funding received from the EIC.

ARTICLE VII. REMEDIES

- A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief.
- B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that HCQG is not entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that EIC, pursuant to a breach and failure to cure by HCQG in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.
- C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VIII. GENERAL PROVISIONS

- A. Severability. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

- B. Amendment. This Agreement may be amended only by written amendment signed by both parties.
- C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue will lie in Kerr County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.
- D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For EIC
President
City of Kerrville, Texas, Economic Improvement Corporation
701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850

With a copy to:
City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850

Hill Country Quilt Guild
Barbara Quinby
President
P.O. Box 293177
Kerrville, Texas 78029-3177

- E. Assignment. This Agreement is binding upon the parties hereto and their successors and assigns. Except as set forth in Article III, this Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. HCQG may, without written consent of EIC, assign this Agreement to any entity controlled and 100% owned by HCQG or by the parent, subsidiary, or affiliate of HCQG provided the entity assumes all of HCQG's obligations and liabilities under this

Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical, and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of HCQG and HCQG provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.

- F. Parties In Interest. Nothing in this Agreement shall entitle any party other than HCQG or EIC to any claim, cause of action, remedy, or right of any kind except as expressly provided in Article IV.
- G. Term. The term of this Agreement (the "Term") shall commence on the date that signatures of the parties are affixed to this Agreement (the "Effective Date"), and will terminate on the earlier of: (i) either on August 31, 2013, or when the requirements set forth in this Agreement are completed, whichever date is later; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Articles VI or VII; (iv) or at the HCQG's sole and absolute discretion, but only upon the HCQG's return of all Grant funding to EIC that it has received under this Agreement. Upon termination of this Agreement as specified herein, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.
- H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
- I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.
- J. Survival of Terms. All rights, duties, liabilities and obligations accrued prior to termination will survive termination.
- K. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date indicated above, by the City of Kerrville, Texas, Economic Improvement Corporation, by and through its Board President, duly authorized to execute same by action of the Board; and by Hill Country Quilt Guild, acting through the HCQG Officer.

(signatures begin on following page)

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

HILL COUNTRY QUILT GUILD

David Wampler, President

Date: _____

Barbara Quinby, President

Date: _____

ATTEST:

Cheryl Brown, Recording Secretary

APPROVED AS TO FORM:

Michael C. Hayes, Attorney for EIC

Agenda Item:

4B. Report of the findings with a recommendation for implementation of the results from the formal classification and compensation study including health and fringe benefits by Public Sector Personnel Consultants. (staff)

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

SUBJECT: Presentation of a report of the findings with a recommendation for implementation of the results from the formal Classification & Compensation Study including Health and Fringe Benefits.

FOR AGENDA OF: June 25, 2013 **DATE SUBMITTED:** June 5, 2013

SUBMITTED BY: Kimberly Meisner **CLEARANCES:** Todd Parton
Director of General Operations City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Matthew Weatherly, President of Public Sector Personnel Consultants will present a report of the findings with a recommendation for implementation of the results from the formal Classification & Compensation Study including Health and Fringe Benefits that was conducted over the last couple of months.

RECOMMENDED ACTION

Council to provide further direction to staff.



Date: June 25, 2013
To: Honorable Mayor and City Council, c/o Todd Parton, City Manager
From: Matt Weatherly, President, PSPC
Re: Results of Compensation Survey and Study

SUMMARY OF FINDINGS AND RECOMMENDATIONS

1. A survey of 76 job titles compared to these local public employers reveals:
 - The current pay ranges for 25% of the City's job titles are competitive within 5% of market
 - The current pay ranges for 68% of the City's job titles are below market by 5% or more
 - The current Police and Fire grade and step pay scales are also found to be below market for most ranks, entry and top-out values

Boerne, City of	Georgetown, City of	Schertz, City of
Cedar Hill, City of	Kerr County	Seguin, City of
Cibolo, City of	Marble Falls, City of	Watauga, City of
Cleburne, City of	New Braunfels, City of	Waxahachie, City of
Ennis, City of	Pflugerville, City of	Weatherford, City of
Fredericksburg, City of	San Marcos, City of	
2. Also surveyed were employee benefits, including insurance premium contributions, paid time off, pension contributions, and other add-pay benefits. The City is offering a comparable number, type, and level of benefits similar to the comparator employers.
3. The current general employee pay scale contains "open" pay ranges with 40%-45% range width opportunity from Minimum to Maximum.
4. Updated pay range assignments have been proposed for all general / non-safety job titles based on available market data and internal reporting relationships.
5. A variety of adjustments could be made to the Police and Fire pay schedules and/or to the actual salaries, including adjustments to the entire scale and step increases within the scale.
6. All proposed modifications to the City's compensation plans will be with consideration of the City's targeted policy or philosophy, available funds, and the factors that most influence the City's ability to recruit and retain qualified personnel.

Results of the Compensation Study

for the

City of Kerrville

June 25, 2013



Refresh: Scope and Deliverables

- City-wide compensation study as authorized by Council.
- Compensation Survey comparing City's base pay compensation plans by benchmark job, to the appropriate marketplace(s), plus a comparison of employee benefits.
- Updating of compensation plan for all job titles and development of updated pay structure to ensure a fair, appropriate, sustainable and competitive pay plan.

Data Sources – Survey Comparisons

- Data was collected from the following employers:

Boerne, City of	Pflugerville, City of
Cedar Hill, City of	San Marcos, City of
Cleburne, City of	Schertz, City of
Ennis, City of	Seguin, City of
Georgetown, City of	Watauga, City of
Kerr County	Waxahachie, City of
New Braunfels, City of	Weatherford, City of

- Data was also included from the private sector where applicable
- Cibolo, Fredericksburg, and Marble Falls declined to participate

Survey Sample

Kerrville Job Class	Survey Job Class	Participant Organization	Kerrville Midpoint	Market Midpoint	Variance	
					\$	%
Administrative Assistant			\$38,296	\$39,133	-\$837	-2.14%

Senior Administrative Assistant	Schertz, City of	\$44,225
Executive Secretary	Cedar Hill, City of	\$42,048
Administrative Assistant	Georgetown, City of	\$41,498
Administrative Assistant	Kerr County	\$40,873
Administrative Assistant, Senior	San Marcos, City of	\$40,660
Executive Secretary	Ennis, City of	\$39,430
Administrative Assistant	Watauga, City of	\$38,263
Clerk - Senior	Cleburne, City of	\$38,042
Administrative Assistant	Seguin, City of	\$37,520
Administrative Secretary	Waxahachie, City of	\$37,282
Administrative Secretary	Weatherford, City of	\$36,301
Administrative Secretary	New Braunfels, City of	\$33,670
Individual Employer Rate:		\$39,151
Administrative Assistant	Regional Private Sector - ERI	\$39,115
Published Survey Rate:		\$39,115
Prevailing Rate:		\$39,133

Survey Notes and Findings

- A total of 76 job titles were surveyed.

<u>Market Position at Midpoint</u>	<u>% of Sample</u>	<u>Count</u>
-5% or More Below	68%	52
Within 5%	25%	19
+5% or More Above	7%	5

- Note, the comparisons are made at pay plan midpoint, and actual salaries will vary from these findings.
- A comparison of employee benefits, including insurance premiums, paid time off, pension, and others suggests the City offers a comparable level and type of benefits.

Recommendations – General Employees

- Using the current pay plan, pay grade modifications have been proposed to ensure consistent market alignment of all jobs.
- As a result of placing all general job titles on a pay grade within 5% of market average, 60 employees fall below the new Minimum of the grade proposed for their job.
- Before any other budgeted salary adjustment, the total cost to move these 60 general employees to the new Minimum is \$118,591, or 1.79% of general base payroll.

Recommendations – Safety Employees

- Positions falling more than 5% below market averages include entry and opt-out rates for nearly all Police and Fire ranks.
- Corrections to the grade and step scales for Police and Fire equal to 100% of market would cost an estimated \$500,000 plus the cost of “unfreezing” step corrections.
- Alternatively for year one, the cost of a one-step increase (4%) in the existing scale for each Police and Fire employee would cost an estimated \$230,000 plus benefits roll-up cost.

Summary

- The proposed adjustments to the pay plans for general and safety positions should be phased in over multiple budget years.
- Budget discussions should include the projected cost to allow for regularly planned adjustments (COLA, Steps, etc)
- Questions/Comments/Discussion

Agenda Item:

4C. Establish budget calendar for Fiscal Year 2014 budget. (staff)

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

SUBJECT: Establish FY 2014 Budget Calendar

FOR AGENDA OF: June 25, 2013

DATE SUBMITTED: June 20, 2013

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES: N/A

EXHIBITS: FY 2014 Budget Calendar

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

FY 2014 Budget Calendar for the purpose of establishing dates and times for budget presentations, budget workshops, authorization of publication of effective tax rate, public hearings and ordinances as related to the FY 2014 budget.

RECOMMENDED ACTION

Staff recommends that the City Council confirm the dates and times as detailed on the attached budget calendar.

FY 2014 BUDGET CALENDAR

April 2013						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

4/5 Budget Kick-Off

May 2013						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5/11 - Budgets & Performance Due

5/18 - CIP Due

5/23 - Start Department Meetings

5/31 - Finish Department Meetings

June 2013						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

July 2013						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Council Budget Work Sessions, as necessary

7/9 - Strawman to Council

7/17 - City Council Budget Workshop (9:00 a.m. - 1:00 p.m.)

7/19 - City Council Budget Workshop (8:00 a.m. - 11:00 a.m.)

7/23 - Proposed Budget Presented to Council

August 2013						
S	M	T	W	T	F	S
			0	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Council Budget Work Sessions, as necessary

8/13 - Authorization of Publication of Effective Rate
and Schedule Public Hearings

8/27 - First Tax Rate Public Hearing

September 2013						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

9/10 - Second Tax Rate Hearing; First Budget and Tax Rate Ordinance

9/24 - Second Budget and Tax Rate Ordinance

October 2013						
S	M	T	W	T	F	S
		1				

10/01 - FY14 begins

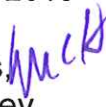
Agenda Item:

4D. Resolution No. 22-2013 declaring the necessity to acquire a .433 acre water/wastewater easement, a .345 acre temporary construction easement, and a .507 acre recreation easement (river trail) each existing out of one or both of the Thomas L. Waddell Survey No. 145, Abstract No. 354, and the William C. Francis Survey No. 146, Abstract No. 137, Kerr County, Texas, with a street address of 32 Chaparral, Kerrville, Texas; consisting of property owned by Rio Robles, Inc.; said easements are required for a public water/wastewater utility extension project and the extension of a public river trail adjacent to and along the Guadalupe River; confirming and ratifying the initial offer made by the city to the owner(s) of the property where the easements are to be located; authorizing the city manager or designee to take all steps necessary to acquire the property interests in compliance with all applicable laws and city policies; and authorizing the city attorney to acquire the property interests through eminent domain if negotiations between the city and the property owner are not successful. (staff)

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

SUBJECT: A Resolution declaring the necessity to acquire a .433 acre water/wastewater easement, a .345 acre temporary construction easement, and a .507 acre recreation easement (river trail) each existing out of one or both of the Thomas L. Waddell Survey No. 145, Abstract No. 354, and the William C. Francis Survey No. 146, Abstract No. 137, Kerr County, Texas, with a street address of 32 Chaparral, Kerrville, Texas; consisting of property owned by Rio Robles, Inc.; said easements are required for a public water/wastewater utility extension project and the extension of a public river trail adjacent to and along the Guadalupe River; confirming and ratifying the initial offer made by the City to the owner(s) of the property where the easements are to be located; authorizing the City Manager or designee to take all steps necessary to acquire the property interests in compliance with all applicable laws and City policies; and authorizing the City Attorney to acquire the property interests through eminent domain if negotiations between the City and the property owner are not successful.

FOR AGENDA OF: June 25, 2013 **DATE SUBMITTED:** June 14, 2013

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

EXHIBITS: Resolution, Description of Property (easements), Aerial Photograph showing location of projects

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City staff continues preparing for the construction of several public works projects that will impact property owned by Rio Robles. One project is the portion of the Kerrville River Trail, which extends the river trail from Louise Hays Park until it connects to Kerrville Schreiner Park. The other project involves improvements to the City's water and wastewater systems. The utility project will also require a temporary construction

easement that will automatically terminate upon the completion of the projects. The utility project will benefit Rio Robles by providing it with newer, more reliable utility lines and a back-up to its existing lines. In addition, the project will remove an aerial line that extends across a creek that is located adjacent to Rio Robles. Removal will improve the view and aesthetics to this area as well as the reliability of the line.

Approximately two years ago, City staff met with representatives of Rio Robles as again, the projects will traverse a portion of Rio Robles' property closest to the river. This is the property that is beyond Rio Robles' fence and is primarily located in a floodplain and floodway area. Since that time, staff has visited with representatives of Rio Robles several times about the scope of each project, the type of work involved, construction timelines, property interests required for the projects, and what the property will look like at the end of the work, among other topics. In addition, staff has worked hard to address concerns raised by Rio Robles regarding the trail, such as proposing to install a security gate and lighting, and discussing the ways that the City will prioritize both safety and security through its efforts to monitor and maintain the trail. Like the water and wastewater easement, City staff believes that the river trail will provide benefits to the residents of Rio Robles.

Out of the property interests required for this phase of the river trail, the City has acquired or is in the process of acquiring 16 interests and basically, the recreation easement (public river trail) needed from Rio Robles is the only remaining property interest that the City needs. As for the utility projects, the easement needed from Rio Robles remains the only property interest, out of 17, still required for this project.

The City recently acquired an appraisal for the value of the easements needed from Rio Robles. We forwarded that report to Rio Robles as the City's initial offer. In the meantime, the City has already awarded the contract for the construction of the water and wastewater utility project. Staff believes we have reached a point in the construction timeline that we must press forward with respect to a decision from Rio Robles. Thus, should the City fail to reach an agreement with Rio Robles fairly soon with respect to the acquisition of the easements, then the City should initiate eminent domain proceedings to acquire the interests.

RECOMMENDED ACTION

Consideration and adoption of Resolution, which will, in part, authorize the commencement of eminent domain proceedings to acquire a property interest (easements) necessary for the construction of public works projects.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 22-2013**

A RESOLUTION DECLARING THE NECESSITY TO ACQUIRE A 0.433 ACRE WATER/WASTEWATER EASEMENT, A 0.345 ACRE TEMPORARY CONSTRUCTION EASEMENT, AND A 0.507 ACRE RECREATION EASEMENT (RIVER TRAIL) EACH EXISTING OUT OF ONE OR BOTH OF THE THOMAS L. WADDELL SURVEY NO. 145, ABSTRACT NO. 354, AND THE WILLIAM C. FRANCIS SURVEY NO. 146, ABSTRACT NO. 137, KERR COUNTY, TEXAS, WITH A STREET ADDRESS OF 32 CHAPARRAL, KERRVILLE, TEXAS, CONSISTING OF PROPERTY OWNED BY RIO ROBLES, INC.; SAID EASEMENTS ARE REQUIRED FOR A PUBLIC WATER/WASTEWATER UTILITY EXTENSION PROJECT AND THE EXTENSION OF A PUBLIC RIVER TRAIL ADJACENT TO AND ALONG THE GUADALUPE RIVER; CONFIRMING AND RATIFYING THE INITIAL OFFER MADE BY THE CITY TO THE OWNER(S) OF THE PROPERTY WHERE THE EASEMENTS ARE TO BE LOCATED; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE PROPERTY INTERESTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY POLICIES; AND AUTHORIZING THE CITY ATTORNEY TO ACQUIRE THE PROPERTY INTERESTS THROUGH EMINENT DOMAIN IF NEGOTIATIONS BETWEEN THE CITY AND THE PROPERTY OWNER ARE NOT SUCCESSFUL

WHEREAS, City staff, with Council's acknowledgment and approval, has previously determined that the City must acquire three easements (the "Easements"), each of which is more specifically described in **Exhibit A**, consisting of a 0.433 acre water/wastewater easement and a 0.345 acre temporary construction easement for the construction, installation, and maintenance of a public water and wastewater utility extension project, and a 0.507 acre recreation easement for the extension of the Kerrville River Trail adjacent to and along the Guadalupe River from Louise Hays Park to G Street; and

WHEREAS, the City, primarily through its Director of Parks and Recreation and Water/Wastewater Division Manager, has negotiated in good faith with the property owner where the Easements are located ("Owner") for the City's acquisition and/or purchase of the Easements; and

WHEREAS, to date, negotiations between the City and Owner have not been successful; and

WHEREAS, the City continues to move forward with respect to reviewing and finalizing construction plans and the selection of construction contractors for both the public water and wastewater utility extension and river trail projects; and

WHEREAS, the City hired a certified appraiser to appraise the value of the Easements and any damage to the remainder property; and

WHEREAS, the appraiser recently submitted a report to the City detailing an investigation and analysis of the property and Easements and providing an opinion as to the fair market value of the Easements and any resulting damage to the remainder property; and

WHEREAS, the City Manager forwarded the appraisal report to the Owner and its legal counsel as the City's bona fide initial offer in accordance with state law; and

WHEREAS, the City Council of the City of Kerrville, Texas, now finds it to be in the public interest to authorize the City Manager or designee to continue negotiations with the Owner with the goal of reaching an agreement as to the City's acquisition of the necessary Easements and where such negotiations are not successful, to authorize the City Attorney to commence eminent domain proceedings against the Owner so that the City may acquire the Easements, as required for the public water and wastewater utility extension and river trail projects;

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

SECTION ONE. The facts and recitals set forth in the preamble of this Resolution are found to be true and correct.

SECTION TWO. City Council finds and determines that public use and necessity exists for the City to construct, install, and maintain public water and wastewater mains and the extension of the Kerrville River Trail adjacent to and along the Guadalupe River from Louise Hays Park to G Street and to acquire the necessary and appropriate property rights for both projects as allowed by law.

SECTION THREE. City Council confirms and ratifies that bona fide, good faith negotiations have been conducted by authorized representatives of the City for the acquisition of the Easements, and that the Owner has to date, not accepted the City's bona fide initial offer.

SECTION FOUR. The City Manager or designee shall continue acting as the negotiator for the acquisition of the needed property interests and, as such, the City Manager or designee is authorized and directed to act as specified herein or authorized by reference, subject to the availability of funds appropriated by the City Council for such purposes. Further, the City Manager or designee is specifically authorized to establish the just compensation for the acquisition of the necessary property interests, to include the Easements or otherwise. Additionally, if the City Manager or designee determines that an agreement as to acquisition, compensation, and/or damages cannot be reached, then the City Attorney is authorized and directed to file against the Owner and other interested parties of the needed property interests, if any, a proceeding(s) in eminent domain to acquire the above-stated interests for the public water and wastewater utility extension and river trail projects.

SECTION FIVE. The City Attorney is authorized and directed to negotiate for and to acquire the required property rights for the City, and to acquire said rights in compliance with State and Federal law and with the City's charter and policies. Moreover, the City Attorney is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser of the property interests to be acquired, as well as any other experts or consultants that deemed necessary for the acquisition process and, if necessary, to institute eminent domain proceedings.

PASSED AND APPROVED ON this the _____ day of _____, A.D.,
2013.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

MDS

LAND SURVEYING COMPANY, INC.
BOUNDARY & TOPOGRAPHIC & CONSTRUCTION
8 SPENCER ROAD
BOERNIE, TEXAS 78008
PHONE: 830-816-1818
EMAIL: MDSINC@GVTC.COM

FIELD NOTES FOR A 0.433 OF ONE ACRE TRACT OF LAND 25 FOOT WIDE UTILITY EASEMENT

BEING A 0.433 OF ONE ACRE TRACT OF LAND OUT OF THE THOMAS L. WADDELL SURVEY NO. 145, ABSTRACT NO. 354, AND THE WILLIAM C. FRANCIS SURVEY NO. 146, ABSTRACT NO. 137, KERR COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 8.090 ACRE TRACT CONVEYED TO RIO ROBLES, INC. BY DEED RECORDED IN VOLUME 212, PAGE 160, DEED RECORDS OF KERR COUNTY, TEXAS, SAID 0.433 OF ONE ACRE TRACT OF LAND (25 FOOT WIDE UTILITY EASEMENT) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar with "MDS" cap set in the north right-of-way line of "G" Street, the south boundary line of the called 8.090 acre tract, said point bears N 84°15'34" E, a distance of 39.78 feet from the southwest corner of the called 8.090 acre tract;

- (1) Thence, N 00°26'06" E, departing the north right-of-way line of "G" Street, a distance of 19.66 feet (no record) to a ½" rebar with "MDS" cap set for angle;
- (2) Thence, N 06°51'26" W, a distance of 733.63 feet (no record) to a ½" rebar with "MDS" cap set for corner in the north boundary line of the called 8.090 acre tract, the south boundary line of the City of Kerrville;
- (3) Thence, N 77°26'23" E, a distance of 25.12 feet (no record) to a ½" rebar with "MDS" cap set for corner;
- (4) Thence, S 06°51'26" E, departing the north boundary line of the called 8.090 acre tract, a distance of 737.72 feet (no record) to a ½" rebar with "MDS" cap set for angle;

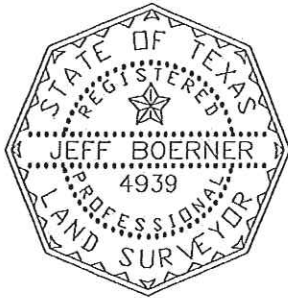
- (5) Thence, S 00°26'06" W, a distance of 18.55 feet (no record) to a ½" rebar with "MDS" cap set for corner in the north right-of-way line of "G" Street;
- (6) Thence, S 84°15'34" W, along the north right-of-way line of "G" Street, a distance of 25.15 feet (no record) to the Place of Beginning and containing 0.433 of one acre of land, more or less.

In addition, Grantor grants Grantee a twenty foot (20') wide temporary construction easement ("Temporary Easement") adjacent to and running the length of the western side of the easement for the sole purpose of constructing and installing water and wastewater utilities and appurtenances thereto.

Note: This description is based on an on the ground survey performed on 07-11-2012. The basis of bearings was established from the City of Kerrville coordinate system, Texas State Plane coordinate system, South Central Zone NAD 83(96). A survey plat with same date accompanies this description.



Jeff Boerner
Registered Professional Land Surveyor
No. 4939 Job # 12-102-18 RIO



LINE TABLE			
LINE	BEARING	DISTANCE	REC-BRG
L1	N00°26'06"E	19.66	NA
L2	N06°51'26"W	733.63	NA
L3	N77°26'23"E	25.12	N77°26'23"E
L4	S06°51'26"E	737.72	NA
L5	S00°26'06"W	18.55	NA
L6	S84°15'34"W	25.15	S84°15'34"W
L7	S84°15'34"W	20.12	S84°15'34"W
L8	S00°26'08"W	20.55	NA
L9	S06°51'26"E	730.36	NA
L10	N77°26'23"E	20.10	N77°26'23"E



SCALE: 1" = 200'

LEGEND

POB POINT OF BEGINNING

○ 1/2" REBAR FOUND

● 1/2" REBAR SET

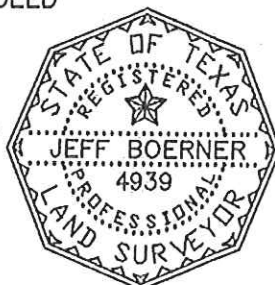
NOTES

1. BASIS OF BEARING WAS ESTABLISHED FROM THE CITY OF KERRVILLE COORDINATE SYSTEM, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

2. FIELD SURVEY COMPLETED 09-14-2012.

PLAT SHOWING: A 0.433 OF ONE ACRE TRACT OF LAND OUT OF THE THOMAS L. WADDELL SURVEY NO. 145, ABSTRACT NO. 354, AND THE WILLIAM C. FRANCIS SURVEY NO. 146, ABSTRACT NO. 137, KERR COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 8.090 ACRE TRACT CONVEYED TO RIO ROBLES, INC. BY DEED RECORDED IN VOLUME 212, PAGE 160, DEED RECORDS OF KERR COUNTY, TEXAS.

M.D.S. LAND SURVEYING CO., INC.
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: (830) 816-1818
EMAIL: mdsinc@gvyc.com



RIO ROBLES, INC
CALLED 2.8 ACRES
VOLUME 212, PAGE 165
DEED RECORDS

RIO ROBLES, INC
CALLED 2.43 ACRES
VOLUME 143, PAGE 518
DEED RECORDS

THOMAS L. WADDELL
SURVEY NO. 145
ABSTRACT NO. 354

RIO ROBLES, INC
CALLED 2.8 ACRES
VOLUME 212, PAGE 165
DEED RECORDS

CITY OF KERRVILLE
REMAINING PORTION OF
TRACT ONE
CALLED 3.57 ACRES
VOLUME 1055, PAGE 656
REAL PROPERTY RECORDS

CITY OF KERRVILLE
LEHMANN MONROE PARK

SURVEY NO. 115
ABSTRACT NO. 193

CALLED 8.090 ACRES
RIO ROBLES, INC
TRACT FOUR
REMAINING PORTION OF
10 ACRES
VOLUME 212, PAGE 160
DEED RECORDS

WILLIAM C. FRANCIS
SURVEY NO. 144
ABSTRACT NO. 137

25 FOOT WIDE
UTILITY EASEMENT
0.433 OF ONE
ACRE TRACT

GUADALUPE RIVER

CITY OF KERRVILLE
CALLED 1.29 ACRES
TRACT II
VOLUME 1053, 235
REAL PROPERTY RECORDS

CITY OF KERRVILLE
CALLED 0.712 OF AN ACRE
TRACT I
VOLUME 1053, 235
REAL PROPERTY RECORDS

STATE OF TEXAS)
COUNTY OF KENDALL)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION, THIS 14th DAY OF SEPTEMBER, 2012, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

WARNING: ONLY THOSE COPIES SIGNED IN RED SHOULD BE RELIED UPON.

JEFF BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR

4939

TEXAS REGISTRATION NO.

JOB #: 12-102-18 RIO

SHEET 3 OF 3



engineers | architects | contractors

SOLUTIONS TODAY WITH
A VISION FOR TOMORROW

METES AND BOUNDS

FOR

A 0.507 of an acre, or 24,074 square feet, tract of land out of that called 10 acre tract conveyed to Rio Robles, Inc., by instrument recorded in Volume 212, Page 160 of the Official Public Records of Kerr County, Texas, situated in the William Francis Survey No. 146, Abstract 137, in the City of Kerrville, Kerr County Texas. Said 0.507 acre tract being more fully described as follows with bearings based on the North American Datum of 1983 (CORS 1996) from the Texas State Plane Coordinate System, Texas South Central Zone:

COMMENCING: At a found ½" iron rod at the northwest corner of said 10 acre tract;

THENCE: N 77°04'28" E, along and with the north line of said 10 acre tract, a distance of 459.22 feet to the POINT OF BEGINNING of the herein described tract;

THENCE: N 77°04'28" E, along and with the north line of said 10 acre tract, a distance of 25.01 feet;

THENCE: Over and across said 10 acre tract, the following bearings and distances:

S 07°47'23" E, a distance of 48.00 feet to a point;

S 04°20'31" W, a distance of 84.78 feet to a point;

S 27°53'07" E, a distance of 27.48 feet to a point;

S 04°46'13" E, a distance of 128.68 feet to a point;

S 20°51'28" W, a distance of 88.07 feet to a point;

S 06°19'18" E, a distance of 182.35 feet to a point;

S 13°32'32" W, a distance of 74.66 feet to a point;

S 00°08'00" W, a distance of 47.55 feet to a point;

S 21°39'10" E, a distance of 50.98 feet to a point;

S 43°07'17" E, a distance of 55.05 feet to a point on the bank of the Guadalupe River, an east line of said 10 acre tract;

THENCE: S 00°21'32" E, along and with the Guadalupe River, an east line of said 10 acre tract, a distance of 13.99 feet to an angle point in said 10 acre tract,

THENCE: S 04°44'28" W, a distance of 37.69 feet to a point on the north right-of-way line of G Street, a, 80-foot public right-of-way;

THENCE: S 84°15'53" W, along and with the north right-of-way line of said G Street, a distance of 40.00 feet to a point;

THENCE: Departing the north right-of-way line of said G Street, over and across said 10 acre tract, the following bearings and distances:



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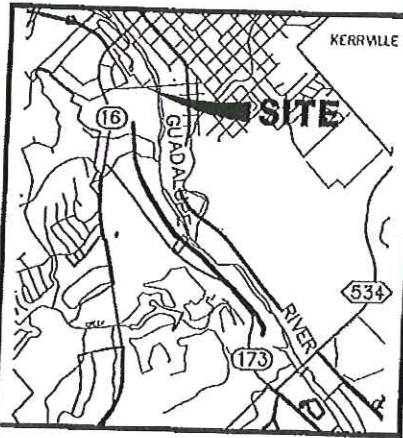
SOLUTIONS TODAY WITH
A VISION FOR TOMORROW

N 05°44'07" W, a distance of 72.84 feet to a point;
N 43°07'17" W, a distance of 13.18 feet to a point;
N 21°39'10" W, a distance of 60.53 feet to a point;
N 00°08'00" E, a distance of 55.30 feet to a point;
N 13°32'32" E, a distance of 73.22 feet to a point;
N 06°19'18" W, a distance of 184.02 feet to a point;
N 20°51'28" E, a distance of 88.43 feet to a point;
N 04°46'13" W, a distance of 117.88 feet to a point;
N 27°53'07" W, a distance of 29.59 feet to a point;
N 04°20'31" E, a distance of 89.35 feet to a point;

THENCE: N 07°47'23" W, a distance of 43.10 feet to the POINT OF BEGINNING and containing 0.507 of an acre in the City of Kerrville, Kerr County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by LNV, Inc.;

Prepared by: LNV, Inc.
Job No.: 120304
File: 120304MB-11
Date: September 20, 2012
TBPLS Firm No.: 10126502





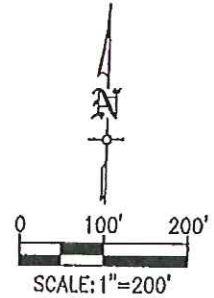
LOCATION MAP
(NOT TO SCALE)

NOTE:

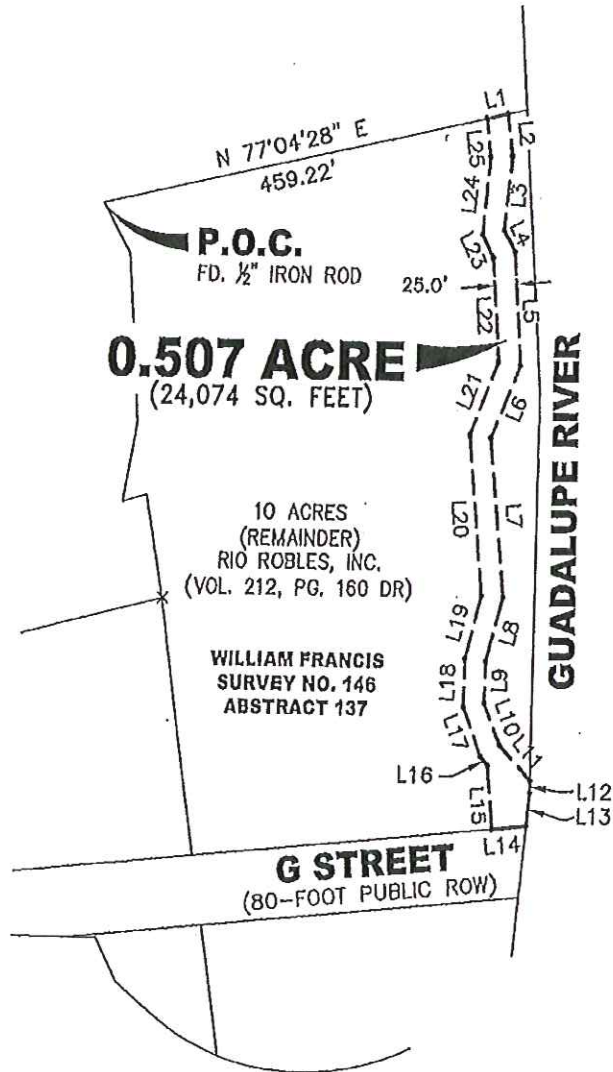
1. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983(CORS 1996), FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

REFERENCE:

DR DEED RECORDS OF KERR COUNTY, TEXAS
PR PLAT RECORDS OF KERR COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	N 77°04'28" E	25.10'
L2	S 07°47'23" E	48.00'
L3	S 04°20'31" W	84.78'
L4	S 27°53'07" E	27.48'
L5	S 04°46'13" E	128.68'
L6	S 20°51'28" W	88.07'
L7	S 06°19'18" E	182.35'
L8	S 13°32'32" W	74.66'
L9	S 00°08'00" W	47.55'
L10	S 21°39'10" E	50.98'
L11	S 43°07'17" E	55.05'
L12	S 00°21'32" E	13.99'
L13	S 04°44'28" W	37.69'
L14	S 84°15'53" W	40.00'
L15	N 05°44'07" W	72.84'
L16	N 43°07'17" W	13.18'
L17	N 21°39'10" W	60.53'
L18	N 00°08'00" E	55.30'
L19	N 13°32'32" E	73.22'
L20	N 06°19'18" W	184.02'
L21	N 20°51'28" E	88.43'
L22	N 04°46'13" W	117.88'
L23	N 27°53'07" W	29.59'
L24	N 04°20'31" E	89.35'
L25	N 07°47'23" W	43.10'



Brett Walker

LNv

engineers | architects | contractors

8918 TESORO DR., STE. 401
SAN ANTONIO, TEXAS 78217
TDPF FIRM NO. F-365

PH: (210) 822-2232
FAX: (210) 822-4032
WWW.LNVRIO.COM

**EXHIBIT
OF**

A 0.507 of an acre, or 24,074 square feet, tract of land out of that called 10 acre tract conveyed to Rio Robles, Inc., by instrument recorded in Volume 212, Page 160 of the Official Public Records of Kerr County, Texas, situated in the William Francis Survey No. 146, Abstract 137, in the City of Kerrville, Kerr County Texas.

DRAWN BY: B.W.
SCALE: 1"=200'
DATE: 9-20-12
SHEET

1 OF 1

Rio Robles Property Proposed Easements



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

Agenda Item:

4E. Authorization to submit a funding application to the City of Kerrville, Texas Economic Improvement Corporation for a reuse pond feasibility study. (staff)

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

SUBJECT: Authorize the City Manager to submit a funding application to the EIC for a Reuse Pond Feasibility Study.

FOR AGENDA OF: June 25, 2013

DATE SUBMITTED: June 18, 2013

SUBMITTED BY: Kristine Ondrias
Assistant City Manager

CLEARANCES: Todd Parton, City Manager

EXHIBITS: Scope of services

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

In April 2013, at the request of EIC, staff presented preliminary information on the concept of constructing reuse ponds for future water infrastructure needs. At the conclusion of the discussion, EIC directed staff to continue to explore the next step to determine feasibility of the location of a reuse pond on the city land discussed, the cost of converting in the future to potable water for storage, and determine the capacity of such ponds.

Staff has worked with Freese and Nichols, Inc. on the attached scope of services to study the feasibility of the reuse pond system and presented this scope to the EIC at their June meeting. This study would include environmental survey and permitting, geotechnical evaluation for potential depths of the ponds, landfill evaluation for existing permits and expansion needs, review of the flood plain and reuse regulatory requirements. Draft report would take about 180 days from the Notice to Proceed.

EIC asked staff to bring back a funding agreement for this feasibility study at their July meeting. Per policy, City Council must authorize all grant and funding applications made by staff. Staff is requesting authorization to submit a funding application to the EIC in the amount of \$135,000.00 to study the potential of constructing reuse ponds for future water infrastructure needs.

RECOMMENDED ACTION

Authorize the City Manager to submit a funding application to the EIC for a Reuse Pond Feasibility Study in the amount of \$135,000.00.

EXHIBIT A
City of Kerrville
Reuse Feasibility Study
SCOPE OF SERVICES

A. Environmental Services

- A1. Site Visits: Prior to making a field visit, FNI will obtain information for the vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, and other readily available, pertinent data. This information will be evaluated to guide the field survey described below. FNI's scientists will conduct a pedestrian survey of the proposed reuse pond(s) and associated facilities to assess the conditions at the site.
- A2. Section 404 Permitting: Waters of the U. S. are regulated by the USACE and require a permit for activities conducted within the jurisdictional boundaries. The presence of jurisdictional waters such as ephemeral, intermittent, or perennial streams; wetlands; or other open waters will be documented and mapped.
- A3. Threatened and Endangered Species Survey: FNI will conduct reconnaissance-level field surveys within the area of the proposed water reuse ponds to identify potential habitat and document any threatened or endangered (T&E) species encountered. Emphasis will be on federally listed species, but the Texas Parks and Wildlife Department T&E species database will be reviewed and documented.
- A4. Archeological Review: FNI environmental scientist will provide desktop review of the Texas Archeological Research Laboratory (TARL) to determine the likelihood and potential extent of coordination with the Texas Historical Commission (THC). Subsequent activities, potentially including shovel test and/or backhoe trenching, may require the services of a qualified archeologist, as an additional service.
- A5. Environmental Permitting Technical Memorandum: FNI will prepare a technical memorandum that will include a description of field observations described above; and if so, the type(s) of waters; an estimate of the area of impact to waters of the U.S.; and a discussion of USACE 404 permit authorizations. The results of the T&E species review will also be documented in the memorandum.

B. Geotechnical and Landfill Investigation

- B1. Geologic Atlas Review: FNI will review the Geologic Atlas of Texas to study general geologic conditions at the project site
- B2. Select Locations for Exploratory Borings: FNI will select locations for exploratory borings and coordinate with Texas 811 and the City regarding underground utilities, other existing construction and accessibility. The borings will be staked the same day as drilling occurs.

- B3. Perform Drilling of Borings: FNI will subcontract with a drilling contractor to drill a total of 8 borings to a depth of 25 feet for the re-use ponds (5 borings for Ponds 1 and 2 and 3 borings for Pond 3). Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. At completion, the boreholes will be backfilled with auger cuttings to the ground surface.
- B4. Lab Testing and Log Preparation: FNI will provide an engineer or geologist to direct the drilling, log the borings, record field test data, and handle and transport the samples. FNI will select samples for laboratory testing, assign tests, deliver samples to a subcontractor laboratory selected by FNI (with concurrence by City of Kerrville) and review test results. Testing is expected to include classification tests (liquid and plastic limits and percent passing a #200 sieve or gradation) and moisture content tests.
- B5. Technical Memorandum on Geotechnical Investigation: Prepare a technical memorandum summary report of the geotechnical investigation to include:
- a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 - c. General discussion of expected earthwork and construction related issues
- B6. Review Landfill Documents: Review existing landfill documents (Site Development Plan, Monitoring Well Data, etc.) and identify potential issues related to the impact of the landfill on the re-use ponds.
- B7. Conference Call on Landfill Issues: Discuss with City staff (by telephone) existing landfill data, including City monitoring of leachate, groundwater issues (if present) and future plans for landfill expansion, and the impact these issues may have on the re-use ponds.
- B8. Technical Memorandum on Landfill Issues: FNI will provide a technical memorandum that identifies potential landfill issues that may impact the operation of the re-use ponds.

C. Flood Plain Analysis

The Federal Emergency Management Agency (FEMA) floodplain map shows that the subject tributary has an approximate floodplain noted as Zone A on FIRM Panel 48265C0490F. We understand that the City wishes to establish base flood elevations along the subject tributary to more accurately define the existing condition floodplain. To accomplish this FNI proposes to complete an existing condition study for this project by developing hydrologic and hydraulic models to reflect current conditions and floodplain limits. This floodplain will then be evaluated to determine how it affects the potential development of the project. If floodplain reclamation is needed for the proposed development, FNI will coordinate with the City to discuss the feasibility of reclaiming or reshaping the floodplain.

- C1. Data Collection: Utilize topographic data obtained during Task G for watershed delineations. A site visit will be made to determine hydrologic and hydraulic conditions

and parameters. City specific flood study requirements will be coordinated with the City. Obtain GIS base data from the City, including existing land use maps, road centerlines, building footprints, property lines, and aerials. Obtain as-built data for road crossings within the study limits from the City and/or County

- C2. Hydrologic Analyses: Using topographic data obtained in Item 1, develop a drainage area map to describe stormwater runoff patterns through the study limits. Use USDA soil data to determine hydrologic soil groups for each watershed.
- Determine existing land use conditions in the watershed based on field visits, information obtained from the City and available maps.
 - Determine hydrologic parameters including curve numbers, time of concentration, hydraulic lengths, and slopes for existing land use conditions.
 - Develop a hydrologic model using USACE HEC-HMS to describe the expected stormwater runoff through the study limits for the 100-year storm event based on existing land use conditions.
 - For scoping purposes, it is assumed that runoff conditions along the reach will remain the same between pre-project and project conditions; therefore changes to the flow regime based on project conditions is not included and can be developed as an additional service.
- C3. Pre-Project Hydraulic Analyses: Develop new cross section data using topographic data obtained in Item 1 to adequately describe the study reach.
- Add bridge and culvert information for structures within the study limits. It is assumed that geometry data for the crossings will be based on approximate field measurements and topography data.
 - Develop a pre-project condition hydraulic model through the study reach for the storm events described above.
 - Delineate 100-year floodplain limits through the study reach based on existing land use conditions for pre-project conditions.
- C4. Project Team Coordination: Attend one meeting with the City to discuss the impacts of the pre-project floodplain on the proposed development and develop up to three (3) conceptual project alternatives to mitigate such impacts.
- C5. Project Conditions Hydraulic Analyses: Modify the pre-project condition cross sections to develop a project conditions hydraulic model for up to three (3) project alternatives. Prepare a tabular comparison of the project conditions results to the pre-project condition flood levels and velocities to determine if there are any adverse impacts due to project conditions. This comparison shall be completed for up to three project alternatives. Delineate 100-year floodplain limits through the study reach based on existing land use conditions for up to three (3) project conditions.
- C6. Prepare Hydrologic and Hydraulic Analyses Technical Report: Summarize the hydrologic and hydraulics analyses outlined in Items C1-5 above. Report text shall include a description of the methodology used in the analysis, hydrologic results, pre-project conditions hydraulic results, up to three (3) project conditions hydraulic results and a final design recommendation.

- a. Figures shall include a drainage area map depicting the time of concentration path for each basin, existing land use maps, soils map, cross sections map and floodplain delineations for both pre-project and project conditions.
- b. Schematic designs of up to three (3) project alternatives shall be developed to describe the general concept of each alternative, including plan view and typical cross section alignments.

D. Water Reuse Pump Station Requirements

- D1. Analyze Topographic Information: FNI will analyze topographic information from Task G to determine if possibilities exist for gravity flow to or from the plant and the proposed reuse ponds. FNI will also recommend a preliminary location for a reuse pump station.
- D2. Reuse Pump Station Arrangement and Pipe Sizing: FNI will analyze the feasibility of a single, multi-use pump station or if two, separate pump stations would be required for the reuse project. FNI will describe the pump station arrangements and discharge pipe size. Drawings are not included in the scope of services.

E. Water Reuse Regulatory Requirements

- E1. Permitting Requirements: FNI will analyze regulatory requirements that relate to the feasibility of the proposed reuse project.
 - a. Permeability standards - FNI will identify permeability requirements for the proposed effluent storage pond, considering the historical effluent quality and pond location. FNI will also determine if this location is within the Edwards Aquifer recharge zone.
 - b. Existing Reuse Authorization - FNI will review the existing reuse authorization to determine if the proposed project requires amendment of the existing authorization.
 - c. TCEQ Chapter 210 – FNI will analyze this regulation to determine if there are any additional requirements for the proposed reuse project as currently conceived.
- E2. Reuse Pond Treatment Requirements: FNI will analyze and document the categorical quality of the existing plant's wastewater effluent prior to storage in the proposed reuse ponds (effluent quality – Type 1 or Type 2).
- E3. Future Reuse Strategies: FNI will evaluate the future reuse strategies under consideration by the City for direct potable water reuse and aquifer storage and recovery (ASR).
 - a. Direct Potable Water Reuse – FNI will briefly discuss existing regulatory requirements for direct potable water reuse and blending ratio practices. FNI will also discuss trends in Texas and across the United States with respect to direct potable reuse projects. Direct potable reuse system drawings and costs are not included in this scope of services.
 - b. ASR – FNI will discuss the treatment/regulatory requirements for sending reclaimed water to an ASR system.

F. Cost Development and Report Preparation

- F1. Conduct Kickoff Meeting with City: FNI will conduct a kick-off meeting with the City to discuss project goals, scope, schedule, and milestones. FNI will coordinate this kickoff meeting's timing so that initial site investigations can be done on the same day. FNI will submit a data request memorandum outlining the data needs and schedule for the project. FNI will prepare and provide meeting minutes.
- F2. Data Collection: FNI will compile information from the City including GIS files, wastewater and reuse system data, and landfill data for use in the feasibility study.
- F3. Develop Conceptual Reuse Costs, Schedule, and Mapping: Develop costs for each proposed project in Year 2013 dollars including engineering and contingencies. GIS maps will be produced showing proposed projects and recommended in-service dates of proposed projects. FNI will provide City with cost and schedule data needed for City to perform reuse system cost analyses.
- F4. Prepare Draft Reuse Feasibility Report: FNI will prepare a Reuse Feasibility Report summarizing the feasibility of the Reuse System. An electronic PDF file and five hard copies of the Draft Report will be submitted to the City for review.
- F5. Conference Call with City to Review Draft Reuse Feasibility Report: FNI will conduct a conference call with City to discuss the Draft Reuse Feasibility Report. Comments will be solicited and incorporated into the Final Reuse Feasibility Report.
- F6. Finalize Reuse Feasibility Report: FNI will revise the report based on City's comments and submit 10 final hard copies and one electronic copy in PDF format of the Reuse Feasibility Report to the City.
- F7. Council and EIC Presentations: FNI will present the Reuse feasibility report to City Council and the City's Economic Improvement Corporation. FNI will be available to answer questions and discuss content.

G. Surveying (by sub-consultant MDS Land Surveying)

- G1. Locate and verify existing survey control: The work shall include all horizontal and vertical coordinates of the survey. The survey shall use the same coordinate system typically used by the City of Kerrville and compatible with the City's existing survey data and adjoining construction projects. The surveyor is responsible for locating any benchmarks necessary to establish his work in this coordinate system.
- G2. Provide survey data for the Kerrville WWTP proposed pond locations
- G3. Tie in the existing features and structures on the survey as follows:
 - a. WWTP structures
 - b. Re-use water outfall
 - c. Trees greater than twenty-four (24) inches in diameter

- d. Building and structures on City property
- e. Edges of roadway
- f. Channels and drainage ways
- g. Utilities, signs and structures (Gas To Be Marked By Atmos)
- h. Fences and property pins
- i. Geotechnical Boring locations (to be staked by FNI)
- j. Edges of impounded water, floors of ponds (by sounding or rodding), and grade breaks

G4. Research and locate utilities and easements within the project boundaries.

G5. Provide sufficient ground shots to create two (2) foot contours for the project. Level fields may be surveyed using 300 ft. grid spacing, or as required to obtain contours.

Summary of Reuse Feasibility Study Deliverables

- 1. Technical Memorandums:
 - a. Environmental Permitting
 - b. Geotechnical Investigation
 - c. Landfill Issues
 - d. Hydrologic and Hydraulic Analyses
- 2. Draft and Final Reuse Feasibility Study Report

Schedule for Reuse Feasibility Study

- 1. Draft Report within 180 Days after NTP
- 2. Final Report within 15 days after receiving City Comments

Summary of Reuse Feasibility Study Fee

Task A - Environmental Services	\$9,000
Task B - Geotechnical and Landfill Investigation	\$17,500
Task C - Flood Plain Analysis	\$45,000
Task D & E - Pump Station and Treatment Requirements	\$31,000
Task F - Cost Development and Report Preparation	\$22,500
Task G - Surveying	<u>\$10,000</u>
TOTAL:	\$135,000

Agenda Item:

5A. Pending legislation from the 83rd Texas Legislature, regular session. (staff)

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

SUBJECT: Update on the State of Texas 83rd Legislative Session

FOR AGENDA OF: June 25, 2013 **DATE SUBMITTED:** June 18, 2013

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

EXHIBITS: Texas Municipal League (TML) Legislative Updates may be viewed at the TML website at www.tml.org.

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Staff will provide an update regarding the current legislation status for the list of bills that Governor Rick Perry has taken action on.

Legislative Updates authored by the Texas Municipal League are available for viewing at www.tml.org. These updates provide a comprehensive list and brief synopsis of each bill that was filed during this regular session.

Dates of Interest:

- **August 26, 2013** – Date that bills without specific effective dates (that could not be effective immediately) become law

RECOMMENDED ACTION

This report is provided for informational purposes only and no action is required.

STAFF RECOMMENDATION	CITY COUNCIL POSITION	BILL NUMBER	STATUS*	SUMMARY	BILL TEXT
			Stage 1 - Passed Stage 2 - Passed, bill reported out of Senate committee on Open Government with vote of 4 Ayes, 0 Nays, 0 Present Not Voting, 1 Absent. Stage 3 - Passed Stage 4 - Passed, bill reported out of House committee on Natural Resources with vote of 9 Ayes, 0 Nays, 0 Present Not Voting, 2 Absent. Stage 5 - Passed Stage 6 - Passed Stage 7 - Passed, bill becomes law effective 9/1/13.	relating to rates for water service, to the transfer of functions relating to the economic regulation of water and sewer service from the Texas Commission on Environmental Quality to the Public Utility Commission of Texas, and to the duties of the Office of Public Utility Counsel regarding the economic regulation of water and sewer service.	http://legiscan.com/TX/text/58567/16/810725/Texas-2013-58567-ENGrossed.html
SIGNED BY GOVERNOR on 5/25/13		SB 567 - Watson			
			Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Government Efficiency & Reform with vote of 7 Ayes, 0 Nays, 0 Present Not Voting, 0 Absent. Stage 3 - Passed Stage 4 - Passed, bill reported out of Senate committee on Open Government with vote of 4 Ayes, 0 Nays, 0 Present Not Voting, 1 Absent. Stage 5 - Passed Stage 6 - Passed Stage 7 - Passed, bill becomes law effective immediately	relating to requirements for open meetings held by videoconference call.	http://legiscan.com/TX/text/H02414/16/777695/Texas-2013-H02414-Introduced.html
SIGNED BY GOVERNOR on 6/14/13		HB 2414 - Burton			
			Stage 1 - Passed Stage 2 - Passed, bill reported out of Senate committee on Open Government with vote of 4 Ayes, 0 Nays, 0 Present Not Voting, 1 Absent. Stage 3 - Passed Stage 4 - Passed, bill reported out of House committee on Government Efficiency & Reform with vote of 5 Ayes, 0 Nays, 0 Present Not Voting, 2 Absent. Stage 5 - Passed Stage 6 - Passed Stage 7 - Passed, bill becomes law effective 9/1/13	relating to written electronic communications between members of a governmental body.	http://legiscan.com/TX/text/581297/16/811586/Texas-2013-581297-ENGrossed.html
SIGNED BY GOVERNOR on 6/14/13		SB 1297 - Watson			

2/6

	SIGNED BY GOVERNOR on 6/14/13	HB 1973 - Lucio	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Natural Resources with vote of 9 Ayes, 0 Nays, 0 Present Not Voting, 2 Absent Stage 3 - Passed Stage 4 - Passed, bill reported out of Senate committee on Natural Resources with vote of 10 Ayes, 0 Nays, 0 Present Not Voting, 1 Absent. Stage 5 - Passed Stage 6 - Passed Stage 7 - Passed, bill becomes law effective 9/1/13	relating to the provision of water by a public utility or water supply or sewer service corporation for use in fire suppression.	http://legiscan.com/TX/text/HB1973/id/766865/Texas-2013-HB1973-introduced.html
	SIGNED BY GOVERNOR on 6/14/13	HB 693 - Phillips	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Natural Resources with vote of 7 Ayes, 0 Nays, 0 Present Not Voting, 4 Absent. Stage 3 - Passed Stage 4 - Passed, bill reported out of Senate committee on Natural Resources with vote of 9 Ayes, 0 Nays, 0 Present Not Voting, 2 Absent. Stage 5 - Passed Stage 6 - Passed Stage 7 - Passed, bill becomes law effective immediately	relating to the authority of a water and sewer utility to collect voluntary contributions on behalf of a local library.	http://legiscan.com/TX/text/HB693/id/703399/Texas-2013-HB693-introduced.html
	Oppose	SB 272 - Seliger (companion bill to HB 2577)	Stage 1 - Passed Stage 2 - Passed, bill reported out of Senate committee on Natural Resources with vote of 10 Ayes, 0 Nays, 0 Present Not Voting, 1 Absent Stage 3 - Passed	relating to water well recordkeeping and reporting requirements, including the production, use, and withdrawal of groundwater.	http://legiscan.com/TX/text/SB272/id/709634/Texas-2013-SB272-introduced.html
	Oppose	SB 657 - Paxton	Stage 1 - Passed Stage 2 - Passed, bill reported out of Senate committee on Finance with vote of 14 Ayes, 0 Nays, 0 Present Not Voting, 1 Absent. Stage 3 - Passed	relating to procedural requirements for adopting and filing a school district budget and voting requirements for setting a property tax rate by the governing body of a taxing unit, including a school district.	http://legiscan.com/TX/text/SB657/id/749824/Texas-2013-SB657-introduced.html

	Oppose	SB 14 - Williams (companion bill to HB4)	Stage 1 - Passed Stage 2 - Passed, bill reported out of Senate committee on Finance with vote of 10 Ayes, 3 Nays, 1 Present Not Voting, 1 Absent. Stage 3 - Passed Stage 4 - Passed, bill reported out of House committee on Appropriations with vote of 22 Ayes, 0 Nays, 0 Present Not Voting, 5 Absent.	relating to the fiscal transparency and accountability of certain entities responsible for public monies.	http://legiscan.com/TX/text/5014/id/776780/Texas-2013-SB14-introduced.html
	Oppose	HB 2908 - Dutton	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Urban Affairs with vote of 5 Ayes, 0 Nays, 0 Present Not Voting, 2 Absent.	relating to authority of a municipality to adopt certain ordinances.	http://legiscan.com/TX/text/HB2908/id/777000/Texas-2013-HB2908-introduced.html
	Oppose	HB 2953 - Guillen	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Licensing & Administrative Procedures with vote of 8 Ayes, 1 Nays, 0 Present Not Voting, 0 Absent.	relating to the authority of a municipality to regulate a business or occupational license holder.	http://legiscan.com/TX/text/HB2953/id/834353/Texas-2013-HB2953-Comm_Sub.html
	Oppose	SB 1466 - Etxe	Stage 1 - Passed	relating to the authority of a municipality to regulate state licensees.	http://legiscan.com/TX/text/5014/id/781309/Texas-2013-SB1466-introduced.html
	Support	SB 1639 - Corona	Stage 1 - Passed Stage 2 - Passed, bill reported out of Senate committee on Business & Commerce with vote of 5 Ayes, 4 Nays, 0 Present Not Voting, 0 Absent.	relating to the application of foreign laws and foreign forum selection in certain family law proceedings	http://legiscan.com/TX/text/SB1639/id/820449/Texas-2013-SB1639-Comm_Sub.html
	Oppose	HB 20 - Kolkhorst	Stage 1 - Passed	relating to the repurchase of real property from an entity with eminent domain authority.	http://legiscan.com/TX/text/HB20/id/756773/Texas-2013-HB20-introduced.html
	Oppose	HB 1250 - Springer	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Land & Resource Management with vote of 9 Ayes, 0 Nays, 0 Present Not Voting, 0 Absent.	relating to the initial use of certain property acquired for a public use.	http://legiscan.com/TX/text/HB1250/id/823083/Texas-2013-HB1250-Comm_Sub.html
	Oppose	SB 1894 - Fraser	Stage 1 - Passed	relating to the procedure for review by the Texas Commission on Environmental Quality and related entities of environmental flow standards and environmental flow set-asides for river basin and bay systems and related matters.	http://legiscan.com/TX/text/SB1894/id/821830/Texas-2013-SB1894-introduced.html
	Support	HB 56 - Burnum	Stage 1 - Passed	relating to the tax exemption for permanent hotel residents.	http://legiscan.com/TX/text/HB56/id/667880/Texas-2013-HB56-introduced.html
	Support	HB 2521 - Springer	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Urban Affairs with vote of 6 Ayes, 0 Nays, 0 Present Not Voting, 1 Absent.	relating to a project authorized to be undertaken by a Type B economic development corporation in connection with housing.	http://legiscan.com/TX/text/HB2521/id/773566/Texas-2013-HB2521-introduced.html

	Support	HB 374 - Guillen	Stage 1 - Passed	relating to the authority of certain development corporations to undertake projects with respect to community libraries.	https://legiscan.com/TX/text/HB374/id/678152/Texas-2013-HB374-Introduced.html
	Support	HB 691 - Phillips	Stage 1 - Passed	relating to the authority of a county or municipality to regulate the location of halfway houses, providing a penalty.	https://legiscan.com/TX/text/HB691/id/705459/Texas-2013-HB691-Introduced.html
	Support	HB 1795 - Isaac	Stage 1 - Passed	relating to authorizing broker agreements for the sale of real property by certain municipalities.	https://legiscan.com/TX/text/HB1795/id/759659/Texas-2013-HB1795-Introduced.html
	Support	HB 1935 - Schaefer	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Economic & Small Business Development with vote of 7 Ayes, 1 Nays, 0 Present Not Voting, 1 Absent.	relating to authorizing general infrastructure projects to be undertaken by economic development corporations.	https://legiscan.com/TX/text/HB1935/id/756259/Texas-2013-HB1935-Introduced.html
	Support	HB 2181 - Stephenson	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Economic & Small Business Development with vote of 6 Ayes, 3 Nays, 0 Present Not Voting, 0 Absent.	relating to authorizing development corporations to finance projects to support primary job training facilities and programs at certain educational institutions.	https://legiscan.com/TX/text/HB2181/id/770828/Texas-2013-HB2181-Introduced.html
	Support	HB 3360 - Dutton	Stage 1 - Passed	relating to periodic reauthorization of municipal building permit fees.	https://legiscan.com/TX/text/HB3360/id/779947/Texas-2013-HB3360-Introduced.html
	Oppose	HB 3513 - Guillen	Stage 1 - Passed	relating to a municipality's comprehensive development.	https://legiscan.com/TX/text/HB3513/id/780201/Texas-2013-HB3513-Introduced.html
	Neutral / Watch	HB 3087 - Workman	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Land & Resource Management with vote of 5 Ayes, 1 Nays, 0 Present Not Voting, 3 Absent.	relating to the condemnation of conservation easements.	https://legiscan.com/TX/text/HB3087/id/782337/Texas-2013-HB3087-Introduced.html
	Neutral / Watch	HB 3088 - Workman	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Land & Resource Management with vote of 5 Ayes, 1 Nays, 0 Present Not Voting, 3 Absent.	relating to liability of a political subdivision and potential penalties for a violation of certain laws relating to local permits.	https://legiscan.com/TX/text/HB3088/id/781167/Texas-2013-HB3088-Introduced.html
	Neutral / Watch	HB 3089 - Workman	Stage 1 - Passed	relating to limitations on the application of certain municipal regulations to local permits.	https://legiscan.com/TX/text/HB3089/id/781168/Texas-2013-HB3089-Introduced.html
	Neutral / Watch	HB 3090 - Workman	Stage 1 - Passed	relating to uniformity of requirements of certain municipal regulations to local permits.	https://legiscan.com/TX/text/HB3090/id/781173/Texas-2013-HB3090-Introduced.html
	Oppose	HB 14 - Pitts	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Appropriations with vote of 23 Ayes, 0 Nays, 0 Present Not Voting, 4 Absent.	relating to the fiscal transparency and accountability of certain entities responsible for public monies.	https://legiscan.com/TX/text/HB14/id/776612/Texas-2013-HB14-Introduced.html
	Oppose	HB 1173 - Anchia	Stage 1 - Passed Stage 2 - Passed, bill reported out of House committee on Natural Resources with vote of 9 Ayes, 0 Nays, 0 Present Not Voting, 2 Absent.	relating to a credit against the ad valorem taxes imposed on property on which certain water conservation systems have been installed.	https://legiscan.com/TX/text/HB1173/id/7781823/Texas-2013-HB1173-Introduced.html
	Neutral / Oppose	HB 3112 - Hilderbran	Stage 1 - Passed	relating to the public notice required to be provided by certain taxing units before adopting an ad valorem tax rate.	https://legiscan.com/TX/text/HB3112/id/777769/Texas-2013-HB3112-Introduced.html
	Oppose	HB 143 - Hilderbran	Stage 1 - Passed	proposing a constitutional amendment abolishing ad valorem taxes and limiting the rate and applicability of state and local sales and use taxes.	https://legiscan.com/TX/text/HB143/id/783248/Texas-2013-HB143-Introduced.html
	Oppose	HB 144 - Hilderbran	Stage 1 - Passed	proposing a constitutional amendment authorizing the legislature to limit the frequency of reappraisal of real property for ad valorem tax purposes.	https://legiscan.com/TX/text/HB144/id/783247/Texas-2013-HB144-Introduced.html

			Stage 1 - Passed Stage 2 - Passed , bill reported out of House committee on Urban Affairs with vote of 5 Ayes, 2 Nays, 0 Present Not Voting, 0 Absent.	relating to procedures and requirements for the issuance of certificates of obligation, would: (1) provide that, except in a case of grave public necessity to meet an unusual and unforeseen condition, a city may not issue a certificate of obligation (CO) if the voters voted down a bond proposition for the same purpose within the preceding three years; (2) extend the timeframe to publish newspaper notice of intention to issue a CO from 30 to 45 days before the passage of the ordinance; (3) require a city issuing a CO to maintain an internet website, and to continuously post notice of intention to issue a CO on its website for 45 days before the passage of the CO issuance ordinance;	http://legiscan.com/TX/text/HB2176/id/75901/Texas-2013-HB2176-Introduced.html
	Oppose	HB 2176 - Kolhorst			
			Stage 1 - Passed	to repeal certain state sales, use, excise, franchise, severance, production, occupations, gross receipts and inheritance taxes, to repeal or limit certain local sales, use, excise and ad valorem property taxes, to enact a statewide and local value added tax, and to reform school finance and administration; providing penalties.	http://legiscan.com/TX/text/HB3742/id/729046/Texas-2013-HB3742-Introduced.html
	Oppose	HB 3742 - Lavender			
			Stage 1 - Passed	relating to identification requirements for certain fire hydrants and flush valves.	http://legiscan.com/TX/text/SB1374/id/777950/Texas-2013-SB1374-Introduced.html
	Watch	SB 1374 - Hinojosa (companion bill is HB 1768)			
	Oppose	SB 96 - Nichols	Stage 1 - Passed	relating to prohibiting the use of eminent domain to take private property for recreational purposes.	http://legiscan.com/TX/text/SB96/id/658137/Texas-2013-SB96-Introduced.html
	Oppose	HB 754 - Ashby (companion bill is SB 96)	Stage 1 - Passed	relating to prohibiting the use of eminent domain to take private property for recreational purposes.	http://legiscan.com/TX/text/HB754/id/709939/Texas-2013-HB754-Introduced.html
	Neutral / Watch	SB 1168 - Hegar	Stage 1 - Passed	relating to interstate cooperation to address regional water issues.	http://legiscan.com/TX/text/SB1168/id/775457/Texas-2013-SB1168-Introduced.html
	Neutral / Watch	HB 1189 - Larson (companion bill is SB 1168)	Stage 1 - Passed	relating to interstate cooperation to address regional water issues.	http://legiscan.com/TX/text/HB1189/id/723275/Texas-2013-HB1189-Introduced.html
	Neutral / Watch	HB 1307 - Geron (companion bill is SB 557)	Stage 1 - Passed Stage 2 - Passed , bill reported out of House committee on Natural Resources with vote of 9 Ayes, 0 Nays, 0 Present Not Voting, 2 Absent.	relating to rates for water service, to the transfer of functions relating to the economic regulation of water and sewer service from the Texas Commission on Environmental Quality to the Public Utility Commission of Texas, and to the duties of the Office of Public Utility Counsel regarding the economic regulation of water service.	http://legiscan.com/TX/text/HB1307/id/728668/Texas-2013-HB1307-Introduced.html
	Oppose	HB 2577 - Larson	Stage 1 - Passed Stage 2 - Passed , bill reported out of House committee on Natural Resources with vote of 8 Ayes, 0 Nays, 0 Present Not Voting, 3 Absent.	relating to water well recordkeeping and reporting requirements, including the production, use, and withdrawal of groundwater.	http://legiscan.com/TX/text/HB2577/id/777173/Texas-2013-HB2577-Introduced.html
	Support	HB 246 - Walle	Stage 1 - Passed	relating to the rates charged by water and sewer utilities	http://legiscan.com/TX/text/HB246/id/670655/Texas-2013-HB246-Introduced.html
	Oppose	HB 1149 - Harless	Stage 1 - Passed	relating to the establishment of integrated rate areas subject to the original jurisdiction of the Railroad Commission of Texas.	http://legiscan.com/TX/text/HB1149/id/730859/Texas-2013-HB1149-Introduced.html
	Support	HB 1663 - Guillen	Stage 1 - Passed	relating to timing and frequency with which a public utility may file for a rate change application.	http://legiscan.com/TX/text/HB1663/id/757243/Texas-2013-HB1663-Introduced.html
	Support	HB 1456 - Gooden	Stage 1 - Passed Stage 2 - Passed , bill reported out of House committee on County Affairs with vote of 5 Ayes, 0 Nays, 0 Present Not Voting, 4 Absent.	relating to the right of a county to intervene in an original rate proceeding.	http://legiscan.com/TX/text/HB1456/id/749624/Texas-2013-HB1456-Introduced.html
STAGES* House Bills					
STAGES* Senate Bills					
Stage 1 - bill filed	Stage 1 - bill filed				
Stage 2 - out of house committee	Stage 2 - out of senate committee				
Stage 3 - voted on by house	Stage 3 - voted on by senate				
Stage 4 - out of senate committee	Stage 4 - out of house committee				
Stage 5 - voted on by senate	Stage 5 - voted on by house				
Stage 6 - governor action	Stage 6 - governor action				
Stage 7 - bill becomes law	Stage 7 - bill becomes law				

Agenda Item:

6A. Appointment to the Planning and Zoning Commission. (staff)

**BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Appointment to the Planning and Zoning Commission

FOR AGENDA OF: June 25, 2013 **DATE SUBMITTED:** June 19, 2013

SUBMITTED BY: Brenda G. Craig **CLEARANCES:**
City Secretary

EXHIBITS: Planning and Zoning Commission Board List

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

SUMMARY STATEMENT

Consider appointment to the following board:

Planning and Zoning Commission: One regular member term, expiring January 1, 2015, due to the resignation of Edward Hamilton.

RECOMMENDED ACTION

Consider appointment.

PLANNING AND ZONING COMMISSION

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
WATTERSON, DAVID Chairman 177 Phoenix Dr.	634-3300 (O) 377-6400 (C)	01-12-10	01-10-12	01-01-14
BUELL, HAROLD Vice-Chairman 1214 Jack Dr.	896-0114 (O) 895-2444 (H)	01-09-07	01-10-12	01-01-14
HAMILTON, EDWARD 1316 Warbler Dr.	257-4020 (O) 895-1979 (H)	01-22-13		01-01-15
MORGAN, WILLIAM 1744 Glen Road	739-9655 (O) 257-6263 (H)	01-22-13		01-01-15
STEVENS, JOHN "BART" 822 Lamar Street	895-2021 (O) 512-350-0863 (H)	07-05-12	01-22-13	01-01-15

ALTERNATES:

McRAE, CHASTAN 705 Leland St.	377-3710 (C)	09-28-10	01-10-12	01-01-14
HARMON, GARRETT 701 Lee Street	895-4510 (O) 285-2151 (C)	01-22-13		01-01-15

COUNCIL LIAISON:

Justin MacDonald
2951 Fall Creek Road
257-5323 (O)

CITY STAFF:

Jason Lutz
Senior Planner
258-1184 (O)

Qualifications: At least four of the regular members shall be residents and eligible voters of the city; one regular member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County. At least one alternate member shall be a resident and eligible voter of the city; one alternate member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County.

Powers and Duties: 1. Shall formulate and recommend to the city council for adoption a Comprehensive Plan for the orderly growth and development of the city and its environs. On a yearly basis the commission shall review and if necessary recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety and general welfare of the citizens of the city.

2. Shall formulate a zoning plan (ordinance) as may be deemed best to carry out the goals of the Comprehensive Plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in state law.
3. Shall exercise all powers of a commission as to approval or disapproval of plans, plats, or replats as set out by state law and the city's subdivision regulations.
4. Shall initiate for consideration at public hearings, proposals for the original zoning of annexed areas or for the change of zoning district boundaries on an area wide basis.
5. Shall consider and take appropriate action, upon written request, variances as prescribed to the city's subdivision and sign regulations.
6. Shall from time to time recommend such changes to the subdivision regulations, sign regulations, and any other ordinance the city council assigns to their review that will facilitate the general health, safety and welfare of the citizens of the city.

Term of Office: Two years. No regular member shall serve more than three consecutive full terms on the Commission without having at least one full year off the Commission between terms.

Quorum: Three (may include an alternate member but only where substitution for and acting as a regular member)

Number of Members: Five regular members and two alternates.

Meeting Time & Place: First and third Thursdays, 4:30 p.m., City Hall

Absences: Any member who is absent from twenty-five percent (25%) of the board's regular meetings during any twelve (12) month period, or who is absent from any three (3) consecutive regular meetings, shall be considered for removal by the city council. The staff member has the responsibility of reporting a member's non-attendance to the city council in writing, and the city secretary shall notify the board member in writing that their non-attendance has been reported to the city council. However, a member whose absences are directly related to a medical or family emergency may seek consideration from the board upon which they serve to qualify such absences as excused.

Established by: Minutes of 12-18-44 Council meeting; amended by Ordinance Nos. 1979-37, 1987-24, and 2008-24 (which deleted from Code of Ordinances book Chapter 82 – Article II – Sections 82-31 through 82-36 and rolled into Zoning Code which is not codified)

Revised: May 29, 2013