

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

SUBJECT: Recognition of the CRUSH U11 Girls at the 2010 State Championship.

FOR AGENDA OF: May 25, 2010

DATE SUBMITTED: May 20, 2010

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

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 DIRECTOR:

SUMMARY STATEMENT

The Hill Country Crush Soccer Academy (HCCSA) is a non-profit organization established for the specific purpose of developing a competitive youth soccer program for kids in the Kerrville, Fredericksburg, Comfort, and surrounding areas. The mission of HCCSA is to recognize and meet the growing needs of soccer players in the Texas Hill Country who wish to advance beyond the recreational level and to give the players the ability to achieve regional, state, and national soccer recognition. As a result, it is hoped that many of the players will be capable of receiving college scholarships based on playing and academic achievements.

The Girls Crush U11 Soccer team beat over 50 teams in the Western District to compete and win the State Championship held May 8 and 9.

Ramanda Cano
Claire Canty
Harley Garcia
Caraline Highsmith
Shay Kana
Kate Kotara
Mdaline Morris
Morgan Patterson
Juliana Robertson
Shay Smith
Kristina Tushack
Coach - Carl Smith
Manager - Kathy Patterson

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
MAY 11, 2010

On May 11, 2010, the Kerrville City Council meeting was called to order by Mayor Bock at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Reverend Tom Murray, Associate Pastor, St. Peter's Episcopal Church, followed by the Pledge of Allegiance led by Ashli, Demi, and Hilton Bock.

MEMBERS PRESENT:

Todd A. Bock	Mayor
R. Bruce Motheral	Mayor Pro Tem
Chuck Coleman	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

MEMBER ABSENT:

STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Travis Cochrane	Director of Information Technology
Kevin Coleman	Director of Development Services
Charlie Hastings	Director of Public Works
Mike Erwin	Director of Finance
Tara LaMontia	Assistant to the City Manager
Barbara Lanning	Financial Analyst
Sandra Yarbrough	Assistant Director of Finance

VISITORS PRESENT: List on file in city secretary's office.

1. VISITORS/CITIZENS FORUM: No one spoke.

2. RECOGNITION AND COMMENDATIONS:

2A. Resolutions of commendation to Diana Bock and Claudio Castillo for serving on the parks and recreation advisory board.

2B. Proclamation proclaiming May 2010 as National Preservation Month.

2C. Proclamation proclaiming the week of May 10 as Salvation Army Week.

2D. Proclamation honoring Volunteer Auxillary of Peterson Regional Medical Center.

3. CONSENT AGENDA:

Mr. Coleman moved for approval of items 3A and 3B; Mr. Motheral seconded the motion and it passed 5-0:

3A. Approval of minutes of the special city council meetings of April 6, 2010, 2:00 p.m. and 6:00 p.m. and the regular city council meeting of April 27, 2010.

3B. Approval of an interlocal agreement with the district attorney, 198th Judicial District regarding the disposition of forfeited contraband.

END OF CONSENT AGENDA.

4. ORDINANCE FIRST READING:

4A. An ordinance amending Chapter 110, Article III "water management plan" of the code of ordinances of the city of Kerrville, Texas, by amending the water conservation stages resulting from drought conditions, amending the water conservation measures, adding a new Stage 5, and adding a permit requirement for athletic fields and golf courses; containing a cumulative clause; containing a savings and severability clause; providing a penalty for violation of any provision hereof; ordering publication; and providing other matters related to the subject. Mayor Bock read the ordinance by title only.

Mr. Hastings recommended the ordinance be adopted as presented.

The following person spoke:

- Carolyn Lipscomb suggested an alternative schedule that would reduce the hours and allow irrigation during various times instead of everyone watering at the same time of day; this would lessen stress and demand on the water system.

Mr. Motheral moved for approval of the ordinance on first reading without modification; Mr. Keeble seconded the motion and it passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Presentation and acceptance of the FY 2009 comprehensive annual financial report.

Mr. Erwin noted the firm Rutledge, Crain and Company performed the audit ending September 30, 2009; the auditors' report found the city's financial statements to be in conformity with generally accepted accounting principles.

Chris Rutledge stated the audit was acceptable and opined that it would receive the Government Finance Officers' Association award. He noted that expenditures exceeded revenues and the city balanced through a drawdown of the general fund balance, which had been decreasing since 2007.

Ms. Keeble moved to accept the FY 2009 comprehensive annual financial report as presented; Mr. Coleman seconded the motion and it passed 5-0.

5B. Request to require e-verify from all city-wide business/employers.

Susan Baker presented information regarding e-verify, a free service under the federal homeland security program. She requested the city council pass an ordinance that would require all employers to use e-verify to determine the legal status of their employees, thus maintaining the security and integrity of Kerrville.

Mr. Parton noted e-verify was part of the city's employment process.

6. INFORMATION AND DISCUSSION:

6A. Presentation by Kit Werlein, President of Playhouse 2000, regarding operations at the Kathleen C. Cailloux Theater.

Kit Werlein noted that since the Kerrville Performing Arts Society had cancelled their 2010 season, Playhouse 2000 had joined with the Symphony of the Hills and the Hill Country Youth Orchestra to bring top performing individuals and groups to Kerrville and had filled many of the cancelled dates. He did not see KPAS' decision to cancel as an impediment to the operation of the Cailloux Theater or to the financial stability of Playhouse 2000. Playhouse would accept the opportunity to fill the void and continue to produce first class entertainment. On behalf of Playhouse 2000, he wished KPAS well, and the doors remained open to KPAS in the future. Mr. Werlein read a statement from the Kenneth Cailloux Family and the Floyd Cailloux Foundation expressing their support of Playhouse 2000, its staff and directors, and their continued support for the groups that used the facility.

The following person spoke:

- Laurent Sorell stated he was a former KPAS board member, and he spoke in support of Mr. Werlein. He was ashamed of KPAS' actions, and he encouraged the city to continue to support the Playhouse 2000 board and staff.

6B. Update on the response of Kerr County to the interlocal agreement for plat approval authority in the City of Kerrville's extraterritorial jurisdiction (ETJ) submitted to Kerr County Commissioners' Court (KCCC) on March 29, 2010.

Mr. Parton noted as per the council's instructions at the March 23 meeting, staff had forwarded to the county an interlocal agreement adopting the blended standards for the city ETJ area, with a request for an official response to the documents. The city had not received an official response to date.

Kevin Coleman reported the commissioners had felt the interlocal agreement was an "all or nothing; accept or leave" proposition and they felt they could not accept the document as presented. KCCC then went into executive session; following executive session, the commissioners adopted the following two motions:

1. To ask for an attorney general's opinion about the applicability of the model subdivision rules in the etj of any city, specifically Kerr County and the City of Kerrville.
2. Directed the county attorney to invoke the arbitration clause of Chapter 242 of the state statutes with respect to the etj agreement between the city and county.

He noted the city had not received anything official in writing from the county regarding this matter.

Mr. Hayes stated an attorney general's opinion generally took about six months, and since this may impact other cities and counties as well, it may take longer. The AG may seek briefs from other cities and counties; he suggested the city submit comments. He felt that the county may not go to arbitration until after the AG's opinion was received.

Council noted the following points:

- The city and county had tried to work out an agreement for five years.
- Currently, developers in the ETJ had to work with two sets of standards and rules.
- Six months ago the city and county both agreed to develop a set of blended standards and the strongest standard, city or county, would be used.
- The state promulgated ETJ rules as a means of protection for cities so areas in an ETJ would be built to city standards thereby protecting potential growth areas; this was the basis of the original city/county interlocal agreement before the county withdrew.
- A good example of substandard development regulations was the black fire hydrant lying on the ground on Ranchero Road in front of Nimitz School; there was no fire protection even to the elementary school.
- The city council had sent a document to the county for review and adoption or comments; the county made the decision they did not want that document, but gave no specific recommendations for changes.
- The city should try one more time to have a joint meeting with the commissioners and try to get an agreement worked out.

Kevin Coleman felt the city and county were very close in developing the standards; however, he felt the county's issues now revolved around the process, i.e. who received, controlled, signed. The model subdivision rules developed by the state were very minimal, the city's standards were slightly above those base line standards; to expressly incorporate the state's minimal standards would weaken the city's rules.

Mr. Motheral noted that throughout their discussions, Commissioner Letz had been assured that the county would be included throughout every step of the process; there had never been any attempt to cut the county out, including signature blocks for the county to sign on the final plat. Regarding the model subdivision rules: 1) KCCC never passed a court order, so it did not exist; 2) KCCC had not applied for a colonia grant; therefore, the city would not adversely affect anything the county was doing. If KCCC had a potential colonia project and wanted to apply for a grant, the city could simply exempt that specific site from the ordinances that were in conflict. The city's rules in no way adversely affected anything the county proposed to do.

The consensus of the council was to place an action item on the next agenda: Discuss and take action on the ETJ interlocal agreement and ordinance.

6C. Kerrville budget/economic update.

Mr. Erwin reviewed financials and noted steps taken to reduce the FY2010 budget:

- Approximately \$1,000,000 budget amendment reduced spending.
- Reduction in HOT funds disbursement proportionately to allocations.
- Directors' salaries were frozen.
- Seven positions were held open; each position was reviewed by the city manager prior to hiring.
- Maximized use of grant funds for capital in police (vehicles, computers) and fire (computers).
- Deferred tax supported bond issuance.

7. ITEMS FOR FUTURE AGENDAS: None

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- The Crush Youth Soccer U11 Girls team won the state championship.

9. EXECUTIVE SESSION:

Mr. Coleman moved for the city council to go into executive closed session under 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 of the State of Texas; the motion was seconded by Mr. Gross and passed 5-0 to discuss the following matters:

Section 551.071:

- Contemplated claim and/or litigation involving Carter and Burgess dba Jacobs Engineering.
- Settlement agreement between the United States of America, the City of Kerrville, Texas, and Playhouse 2000 with respect to the Cailloux Theater and City Center for the Performing Arts under the Americans with Disabilities Act.
- Discuss legal issues related to the claim filed by Daniel Sanchez.

At 7:28 p.m., the regular meeting recessed and council went into executive closed session at 7:31 p.m. At 8:10 p.m., the executive closed session recessed and council returned to open session at 8:12 p.m. The mayor announced that no action had been taken in executive session.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

Discuss legal issues related to the claim filed by Daniel Sanchez

Ms. Keeble moved to reject the settlement claim filed by Daniel Sanchez. The motion was seconded by Mr. Motheral and passed 5-0.

ADJOURNMENT. The meeting adjourned at 8:13 p.m.

APPROVED: _____

Todd A. Bock, Mayor

ATTEST:

Brenda G. Craig, City Secretary

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

SUBJECT: Approval of revision to Insurance Addendum to lease of 433 Water Street, Suite D to Mary Elizabeth Holdsworth Library Foundation

FOR AGENDA OF: May 25, 2010 **DATE SUBMITTED:** May 10, 2010

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

EXHIBITS: Addendum

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Council approved the lease agreement of 433 Water Street, Suite D to the Mary Elizabeth Holdsworth Library Foundation on April 27, 2010.

The Insurance Addendum to the Lease specified insurance requirements of \$1,000,000 for Commercial General Liability and \$500,000 for Workers Compensation coverage. The Foundation does not have any employees and therefore does not qualify for Workers Compensation coverage.

The attached Insurance Addendum removes the requirement for the Workers Compensation coverage.

RECOMMENDED ACTION

Staff recommends Council approve the Insurance Addendum that removes the requirement for the Workers Compensation coverage to the Mary Elizabeth Holdsworth Library Foundation for 433 Water St., Suite D.

Date: May 7, 2010

Landlord: City of Kerrville, Texas

Tenant: Mary Elizabeth Holdsworth Library Foundation

A. Tenant agrees to:

Type of Insurance		Minimum Policy Limit	
<i>Liability Insurance Policies:</i>			
<u>X</u>	Commercial general liability (occurrence basis)	Per occurrence:	\$1,000,000.00
		Aggregate	\$1,000,000.00
<i>Or</i>			
<u> </u>	Business owner's policy	Per occurrence:	\$ _____
		Aggregate:	\$ _____

See Paragraph 2., below.

_____ \$ _____

Workers' compensation	\$ _____
Employer's liability	\$ _____
Business automobile liability	\$ _____
Excess liability	\$ _____
<i>Or</i>	
Umbrella liability (occurrence basis)	\$ _____

[Include any other desired endorsements. See chapter 18.]

Property Insurance Policies:

X Causes of loss—special form 100 percent of replacement cost of
 (a) all items included in the definition of Tenant's Rebuilding Obligations and (b) all of
 Tenant's furniture, fixtures, equipment, and other business personal property located in
 the Premises.

Or

Business owner's policy	100 percent of replacement cost of (a) all items included in the definition of Tenant's Rebuilding Obligations and (b) all of Tenant's furniture, fixtures, equipment, and other business personal property located in the Premises.
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Required Endorsements: See Paragraph 2, below

Business income and additional expense:	Sufficient limits to address reasonably anticipated business interruption losses for a period of months
Boiler and machinery	\$ _____
Flood	\$ _____
Earth movement	\$ _____
Ordinance or law coverage	\$ _____
Glass	Sufficient limits to cover plate glass
Signs	Sufficient limits to cover exterior signage

[Include any other desired endorsements. See chapter 18.]

2. Comply with the following additional insurance requirements:
 - a. The commercial general liability (or business owner's property policy) must be endorsed to name Landlord and Lienholder as "additional insureds" and must not be endorsed to exclude the sole negligence of Landlord or Lienholder from the definition of "insured contract."
 - b. Additional insured endorsements must not exclude coverage for the sole or contributory ordinary negligence of Landlord or Lienholder.
 - c. Property insurance policies must contain waivers of subrogation of claims against Landlord and Lienholder.
 - d. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.
3. Obtain the approval of Landlord with respect to the following: the forms of Tenant's insurance policies, endorsements and certificates, and other evidence of Tenant's Insurance; the amounts of any deductibles or self-insured retentions amounts under Tenant's Insurance; and the creditworthiness and ratings of the insurance companies issuing Tenant's Insurance.

SUBJECT: Council authorization for the City Manager to increase the construction contract with C & C Groundwater Services for the installation of a liner in the ASR Well # 3 from \$357,225.60 to \$377,430.00 and authorize the City Manager to execute additional change orders in the amount not to exceed \$24,000.00 to cover potential contingencies.

SUBMITTED BY: Michael Wellborn
Director of Engineering

CLEARANCES: Kristine Ondrias
Assistant City Manager

AGENDA MAILED TO:

REVIEWED BY THE FINANCE DIRECTOR:

In the 2009 CIP, City Council approved a project for the construction of the Aquifer Storage and Recovery Well (ASR) # 3 to be located off of Legion Drive and Loop 534. The project was awarded to C and C Groundwater Services for a not to exceed contract amount of \$357,225.60, which included a 10% contingency for unforeseen change orders.

Original Contract	\$324,750.00
Contingency	\$ 32,475.60

Change Orders executed:

Downhole video to determine depth for setting casing	\$900.00
Additional required cement for primary cement job	\$5,524.00
Extra Volume required cement grout	<u>\$10,800.00</u>

Total Remaining Available Contingency	\$15,251.60
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<u>Proposed Change Order to Install Liner Assembly</u>	<u>\$35,456.00</u>
Additional Funding Required	\$20,204.40
Additional Contingency Requested	\$24,000.00

Total Project Budget change	\$44,204.40
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RECOMMENDED ACTION

The Director of Engineering recommends the City Council ratify the increase of the construction contract with C & C Groundwater Services for the installation of a liner in the ASR Well # 3 from \$357,225.60 to \$377,430.00 and authorize the City Manager to execute additional change orders in the amount not to exceed \$24,000.00 to cover potential contingencies.

Change Request Form

Owner Name	City of Kerrville	Change #	7 revision 4
Project Name	ASR #3	Date Submitted	5/6/2010
Requested By	City of Kerrville	Date Reply Due	

Description of Change: The Contractor shall clear and condition the hole in preparation for installation of a steel liner in accordance with the attached drawing and in accordance with the Contract Documents. The Contractor shall provide and install a liner to the specified depth ($\pm$ 5 foot of the intervals shown). The Contractor shall place 0.25 inch nominal diameter, uniform and well rounded pea gravel at the top of the overlap section of the liner and well casing to allow the gravel to fill the annular space between the liner and the open hole. The gravel shall be installed through a tremmie set below the top of the liner. A total volume of 4 yards is currently anticipated but exact volume is not known due to the irregular shape of the hole. Cleaning of the hole, setting of the liner, and installing the gravel pack shall be a continuous operation to minimize sloughing of shaley material into the hole. The contractor shall complete a 24-hour constant-rate pump test the well after completing installation of the liner.

The Contractor is not responsible for performance of the liner design as it relates to reducing turbidity during startup of the well. The Contractor is not responsible for the completeness of the gravel envelope if obstructed by sloughing or swelling shale.

Justification: The Hosston formation has an unexpected, weak shaley interval between two producing zones that is reportedly sloughing shale into the open hole portion of the well. The liner is designed to stabilize the shale and prevent it from entering the well.

Description	Quantity	Units	Unit Cost	Extension
Clear Hole and Install Liner	1	LS	\$25,936.00	\$25,936.00
Perform Pump Test	24	HR	\$230.00	\$5,520.00
Add Pea Gravel Behind Liner	4	CY	\$1,000.00	\$4,000.00
Total				\$35,456.00

Project Manager Approval:

Signature [Signature] Title Owner Date 5-14-10

City Manager Approval:

Signature [Signature] Title City of Kerrville Date 5/14/10

Comments: The Contractor shall submit a revised schedule for completion of the work with the Bid Proposal. We anticipate starting the installation of the liner by June 7, 2010 and anticipate completion in one week's time. Note: Material costs, once ordered, are not refundable.

May 20 11

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

SUBJECT: Authorize the purchase of six (6) Panasonic laptop computers for Police and Fire Departments in the amount of \$27,498.47

FOR AGENDA OF: May 25, 2010 **DATE SUBMITTED:** May 17, 2010

SUBMITTED BY: Travis Cochran  **CLEARANCES:** Kimberly Meismer 
Director of Information Technology Director of General Operations

EXHIBITS: Austin Ribbon & Computer Quotes (2)

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$ 19,431.72	\$ 156,799.00	\$ 237,736	07-802-503
\$ 8,066.75	\$ 15,472.00	\$ 318,414	18-800-503



PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Police Department is purchasing four (4) Panasonic Toughbook laptop computers as part of a Criminal Justice Division grant approved by City Council on 5/26/2009 and awarded to the City on 12/15/2009. The laptops will be used to outfit new traffic unit vehicles which were purchased under this same grant.

Additionally, as part of Council's adopted FY 10 budget, the EMS Department is purchasing two (2) Panasonic CF-19 laptop computers to complete their laptop build out among their ambulances. The laptops will be used to complete field medical reporting as well as connecting back to the City's network to access public safety systems in real time.

RECOMMENDED ACTION

The Director of Information Technology recommends the purchase of six (6) Panasonic laptop computers describes above in the amount of \$27,498.47.



9211 Waterford Centre Blvd., Suite 202
 Austin, Texas 78758
 Phone: 512-452-0651
 Fax: 512-452-0691

SALES QUOTE	
SQ-107660	4/20/2010

Customer	Contact	Ship To
Kerrville, City of Katherine Schneider katherine.schneider@kerrvilletx.gov 800 Junction Hwy KERRVILLE TX 78028 Tel: (830) 792-8332		Ref Cust. PO #

Account	Terms	Account Rep
L110518	NET 30	Scott Sizemore

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-107660			VENDOR CARRIER	1	4/30/2010 9:21:22AM

Item	Description	Qty	Price	UM	Amount
1	PAN/CF19KHRCG2M	2	\$3,646.86	EA	\$7,293.72
2	PAN/CFWMBA802G	2	\$99.39	EA	\$198.78
3	PAN/CFSVCLTEXT2	2	\$287.11	EA	\$574.22
4					
5	DIR-SDD-531				

		Tax Details EXEMPT \$0.000	Taxable	\$0.00
			Total Tax	\$0.00
			Exempt	\$8,066.72
			Total	\$8,066.72
			Balance	\$8,066.72



AUSTIN RIBBON + COMPUTER
www.arc-texas.com

9211 Waterford Centre Blvd., Suite 202
Austin, Texas 78758
Phone: 512-452-0651
Fax: 512-452-0691

SALES QUOTE

SQ-107765

4/21/2010

Customer		Contact	Ship To		
Kerrville, City of Katherine Schneider katherine.schneider@kerrvilletx.gov 800 Junction Hwy KERRVILLE TX 78028 Tel: (830) 792-8332			Ref Cust. PO #		
Account	Terms	Account Rep			
L110518	NET 30	Scott Sizemore			
Quotation	PO #	Reference	Ship VIA	Page Printed	
SQ-107765			VENDOR CARRIER	1 4/26/2010 11:01:24AM	
Item	Description	Qty	Price	UM	Amount
1	PAN/CF30KCP542B	4	\$4,530.77	EA	\$18,123.08
2	PAN/CFWMBA802GG	4	\$118.88	EA	\$475.52
3	PAN/CFSVCLTNF3Y	4	\$208.28	EA	\$833.12
4	DIR-SDD-531				
		Tax Details EXEMPT \$0.000		Taxable	\$0.00
				Total Tax	\$0.00
				Exempt	\$19,431.72
				Total	\$19,431.72
				Balance	\$19,431.72

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

SUBJECT: Approval of grant applications to the Federal Emergency Management Agency (FEMA), Assistance to Firefighters Grant Program (AFG).

FOR AGENDA OF: May 25, 2010

DATE SUBMITTED: May 14, 2010

SUBMITTED BY: Chief Robert Ojeda

CLEARANCES: Mike Hayes – City Attorney

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The City of Kerrville Fire Department requests Council approval to make an application to the Federal Emergency Management Agency, Assistance to Firefighters Grant Program (AFG) for Fire and EMS equipment. The Fire Suppression Division will apply for an amount not to exceed \$311,100 for thirty-five (35) high pressure self contained breathing apparatus, including associated equipment and personal accountability system. The EMS Division will apply for an amount not to exceed \$79,800 for seven (7) powered ambulance cots (stretchers) to be used on the seven existing ambulances operated by the Kerrville Fire Department EMS. The AFG requires a ten (10) percent match of the amount of funds requested. The required matching funds will be included in the FY2011 Proposed General Fund Budget.

A program of the Federal Emergency Management Agency, AFG grants are awarded to fire departments, emergency response personnel and first responders throughout the nation to enhance response capabilities and to more effectively protect the health and safety of the first responders and the citizens in their communities. AFG grants provide resources for training, first responder health and safety programs, and response equipment.

By authorization to submit the grant application, the city council would be designating the Fire Chief as the grantee's authorized official given the authority to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

RECOMMENDED ACTION

The Fire Chief recommends that council authorize submission of the grant applications for the purchase of equipment for the City of Kerrville Fire Department.

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

SUBJECT: Award a contract to Vulcan Materials for the purchase of asphalt at a unit price of \$57.00 a ton

FOR AGENDA OF: 5/25/2009

DATE SUBMITTED: 5/20/2010

SUBMITTED BY: Kim Greenman
Street Division Manager

CLEARANCES: Charlie Hastings 
Director of Public Works

EXHIBITS: Bid Log, Contract Documents, Street Reconstruction and Overlay Map

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

APPROVED FOR SUBMITTAL BY DIRECTOR OF Finance:

SUMMARY STATEMENT

Last budget year Council authorized the Street Division to utilize funds for the purchase of used construction equipment and to employ additional personnel in an effort to expand the capabilities of the street division. This new expansion allows for in-house rehabilitation of city infrastructure and improved use of city tax dollars. As part of this endeavor, the Street Division will also require larger volumes of materials such as asphalt and base materials. In an effort to best utilize appropriated funds, the Street Division has requested bids for these materials for a period of one year with the City's option to extend for an additional one year term. This process will result in substantial cost savings over purchasing materials on an as-needed basis. Bid documents and specifications were prepared by the Kerrville Purchasing Officer, advertised and bid. The lowest qualified bidder for asphalt was Vulcan Materials at a unit price of \$57.00/ton delivered to the City of Kerrville Maintenance Yard. It is estimated that the Street Division will place 5000-7500 tons of asphalt in the remainder of FY10 for the street rehabilitation projects as shown on the attached "Street Reconstruction and Overlay" map. In addition to the streets shown on the map, Landfill Road is being reconstructed with Landfill funds. Landfill Road is currently under construction with completion anticipated in mid to late June; the remainder of the streets will begin construction in late June with completion anticipated for mid to late August.

RECOMMENDED ACTION

The Director of Public Works recommends that council authorize the city manager to execute a contract with Vulcan Materials for Type D Hot Mix Asphalt at a unit price of \$57/ton delivered.

CITY OF KERRVILLE**Asphalt****Bid Opening****May 10, 2010--3:00 P.M.**

BIDDER	Asphalt
1. Martin Marietta Materials	\$59.78/ton
2. Vulcan Materials	\$57.00/ton
3	
4	
5	
6	
7	
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9	
10	
11	
12	
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14	
15	
16	
17	
18	

CITY OF KERRVILLE

2010 ASPHALT

INSTRUCTION TO BIDDERS

APRIL 2010

VULCAN - COPY
(CITY)

NOTICE TO BIDDERS TO PAPER
ADVERTISE
OPEN BIDS Meeting Room #1

Wednesday-4-21-2010
4-23 & 4-30-2010
Monday-05-10-10-3:00PM

INSTRUCTION TO BIDDERS

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INSTRUCTION TO BIDDERS

I. EXAMINATION OF DOCUMENTS

Each bidder shall thoroughly examine and be familiar with the Request For Bid. The submission of a bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Request For Bid. The failure or neglect of a bidder to receive or examine any of the Request For Bid shall in no way relieve him from any obligations with respect to his bid or any ensuing contract.

II. ADDENDA AND INTERPRETATION OF DOCUMENTS

No interpretations of the Request For Bid or other prepared documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to the Purchasing Agent, and in order to receive consideration, shall be received at least five days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed or otherwise delivered to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda issued shall become a part of the contract documents.

III. EXECUTION OF CONTRACT

The bidder, as part of the bid, shall execute the City of Kerrville Request For Bid as a contract and fill in all blanks.

IV. PREPARATION OF THE BID

Bids must be submitted by filling in with ink (or typing) each and every blank provided for such purpose in the form headed "Request For Bid"; or if the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the Request For Bid, if it is to merit consideration by the City. All amounts bid shall be listed in figures and words. Written amounts shall take precedence where there is a conflict between the written and the figure. If the bid is made by a partnership, it should contain the name of each partner and should be signed in the firm name followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the bid should be signed with the name of the corporation and the state in which incorporated followed by the written

signature of the qualified officer and the designation of the office he holds in the corporation in whose behalf the bid is submitted. The bidder shall comply with all other specific requirements of the bid.

V. ALTERATION OF DOCUMENTS PROHIBITED

Except as may be provided otherwise herein, bids which are incomplete, or are conditioned in any way, contain unverified erasures or alterations, or include items which are not named in the bid or which are unlawful may be rejected.

VI. SUBMISSION OF BID

Each bid, together with appropriate attachments, shall be completely sealed in a package addressed as required by the official advertisement and marked with the name of the bidder and must be marked "TXDOT ITEM 340 TYPE D HOT MIX", and must be delivered to City Hall, 800 Junction Highway, Kerrville, Texas, at or before the time named in the advertisement. If forwarded by mail, the sealed envelope shall be addressed to the City Clerk, City Hall, 800 Junction Highway, Kerrville, Texas 78028. Bids will be considered invalid if delivered to any address other than 800 Junction Highway.

The closing time for filing the bid is Monday, May 10, 2010 at 3:00 p.m.

VII. MODIFICATION OF A BID

A change in a bid already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the scheduled closing time for the receipt of bids. To be effective, every modification must be made in writing over the signature of the bidder, and no other procedure will be acceptable.

VIII. WITHDRAWAL OF A BID

A bid may be withdrawn at any time prior to the scheduled closing time for filing the bid. This may be done by the bidder in person or upon his telegraphic or written request. A telephone request for withdrawal of a bid will not be recognized. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing the bid, no bidder will be permitted to withdraw his bid unless no award of contract has been made prior to the expiration of sixty (60) days immediately following the date when the bids are opened.

Bids received after the scheduled closing time or at any address other than 800 Junction Highway will be returned to the bidder unopened.

IX. OPENING OF BIDS

All bids received prior to the scheduled closing time and which are not withdrawn as above provided will be publicly opened and read aloud in Meeting Room #1, City Hall, 800 Junction Highway, Kerrville, Texas, at 3:00 p.m. on Monday, May 10, 2010, even though there may be irregularities or informalities therein. The opening and reading of the bid shall not be construed as an acceptance of the bidder as a qualified, responsible bidder.

X. AWARD OF BID

Within sixty (60) calendar days after the opening of the bids, the City will award the contract or reject all bids. Formal award of the bid can be made only by the City Council or their authorized representative. The City reserves the right to reject any or all bids, to solely determine the best and lowest bid, and to waive any informalities. The City retains the right to award each type unit on an individual basis.

XI. EXEMPTION

Bid prices shall be less all Federal, State and City taxes for which the City is exempt. The City will provide the necessary exemption documents.

XII. AFFIDAVIT OF NONCOLLUSION

The City reserves the right to require that any bidder before being awarded a contract shall execute a noncollusion affidavit in such form as will satisfy the City that the bid offered is genuine, is not a sham or collusive, and in no respect or degree is made in the interest or on behalf of any person, firm, or corporation not named in the form containing such bid.

CITY OF KERRVILLE

2010 ASPHALT

REQUEST FOR BID

April 2010

REQUEST FOR BID

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	Supplier sign page.....	4
	City of Kerrville sign page.....	5

BID CALENDAR :

REQUEST FOR BID

This agreement made this day by and between the City of Kerrville, called "City", and the undersigned, called "Supplier" as follows:

I. THE GOODS

The Supplier shall provide goods as required by exact specifications within Section VII. Bid, of this document. All goods specifications shall be considered minimum

II. BID PRICE

Bid price shall be provided in dollars.

III. DELIVERY

Delivery shall be made F.O.B., City of Kerrville, 310 McFarland Street, Kerrville, Texas 78028.

The Supplier shall be responsible for any and all damage which may occur during transit and unloading operations. Supplier's failure to discharge such responsibilities to the City's satisfaction may result in the City having such responsibilities performed by it or by a third party and any and all such costs incurred therefore shall be charged and paid by the Supplier to the City.

IV. PAYMENT

The goods shall be accompanied by a separate invoice, fully describing the goods. Unit price and total price shall be provided by the Supplier. Payment shall follow ten days after receipt of goods.

Invoices shall be made to: City of Kerrville, 800 Junction Hwy., Kerrville, Texas 78028, Attention: Accounts Payable.

V. QUALITY OF GOODS

Any and all variations from the City's required specifications must be set forth clearly and understandable on a separate written document as a deviation(s) from said required specification(s) and included with the bid.

VI. SPECIFIC BID INSTRUCTIONS

The estimated date of delivery must be in reasonable time.

VII. BID

The following are the minimum bid specifications for the items to be purchased:

ASPHALT BID

TXDOT ITEM 340 TYPE D--SURFACE HOT MIX

Approximately 4000 to 6000 Tons

Specifications: See chart below.

Sieve Size	Type				
	A	B	C	D	F
	Course Base	Fine Base	Course Surface	Fine Surface	Fine Mixture
37.5 mm	100				
31.5 mm	95-100				
25.0 mm		100			
22.4 mm	70-90	95-100	100		
16.0mm		75-95	95-100		
12.5 mm	50-70			100	
9.5 mm		60-80	70-85	85-100	100
6.3 mm					95-100
4.75 mm	30-50	40-60	43-63	50-70	
2.00 mm	20-34	27-40	30-40	32-42	32-42
425 μ m	5-20	10-25	10-25	11-26	9-24
180 μ m	2-12	3-13	3-13	4-14	3-13
75 μ m	1-6*	1-6*	1-6*	1-6*	1-6*
VMA % minimum	11	12	13	14	15

Exhibit A-additional bid information is attached.

Page 4 must be signed before returning bid.

F.O.B.-Kerrville Yard

Price per Ton \$46.00 FOB \$11.00 haul = \$57.00 delivered

Signed this the 3rd day of May, 2010.

Attest: Michelle Weber

By: Steve Guenther

Signed this the 3 day of May, 2010.

Attest: Michelle Weber

By: Vulcan Construction Materials LP

Secretary

Supplier

(if bid by corporation)

Steve Guenther, Sales Representative

Authorized Agent and Title

Business Address:

Steve Guenther

(Please type name)

Vulcan Construction Materials LP

P.O. Box 791550

San Antonio, TX 78279

Telephone: 210-524-3546

Accepted this the _____ day of _____, 2010.

CITY OF KERRVILLE

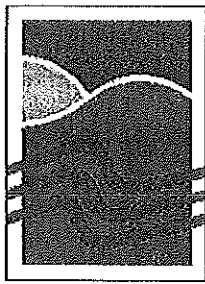
Todd Parton, City Manager

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney



City of Kerrville

EXHIBIT "A"
CITY OF KERRVILLE
"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"
BID NO:
SPECIFICATIONS

PROJECT OVERVIEW:

The intention of this City of Kerrville Request for Bids (RFB) is to solicit bids for a term contract for TxDOT Item 340 Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an "as needed" basis only. This bid price will be for the duration of one (1) year with City's option to renew for an additional one (1) year.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT – GRAVEL & LIMESTONE

Special Conditions:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined, loaded, and delivered to City of Kerrville yard by the supplier.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. It is intended that the amount of "TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE" needed by City of Kerrville will be purchased on an as needed basis. It shall be agreed & understood that City of Kerrville will purchase no more material than is needed.
2. **Term of Contract:** The contract will be in effect for a period of (1) one year from bid award date with City's option to extend for an additional (1) one year term.
3. **Option to Extend:** City of Kerrville reserves the right to continue this bid for one (1) additional year and thereafter an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term. City shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4. BID PRICE SHALL BE PER TON

5. City of Kerrville reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the City, including compliance to the bid specifications. City of Kerrville reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

6. **Market Volatility and Unit Price Adjustments:** City of Kerrville recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

a) **Requesting Price Adjustment:** Upon written request of the Vendor to the City Purchasing Agent, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

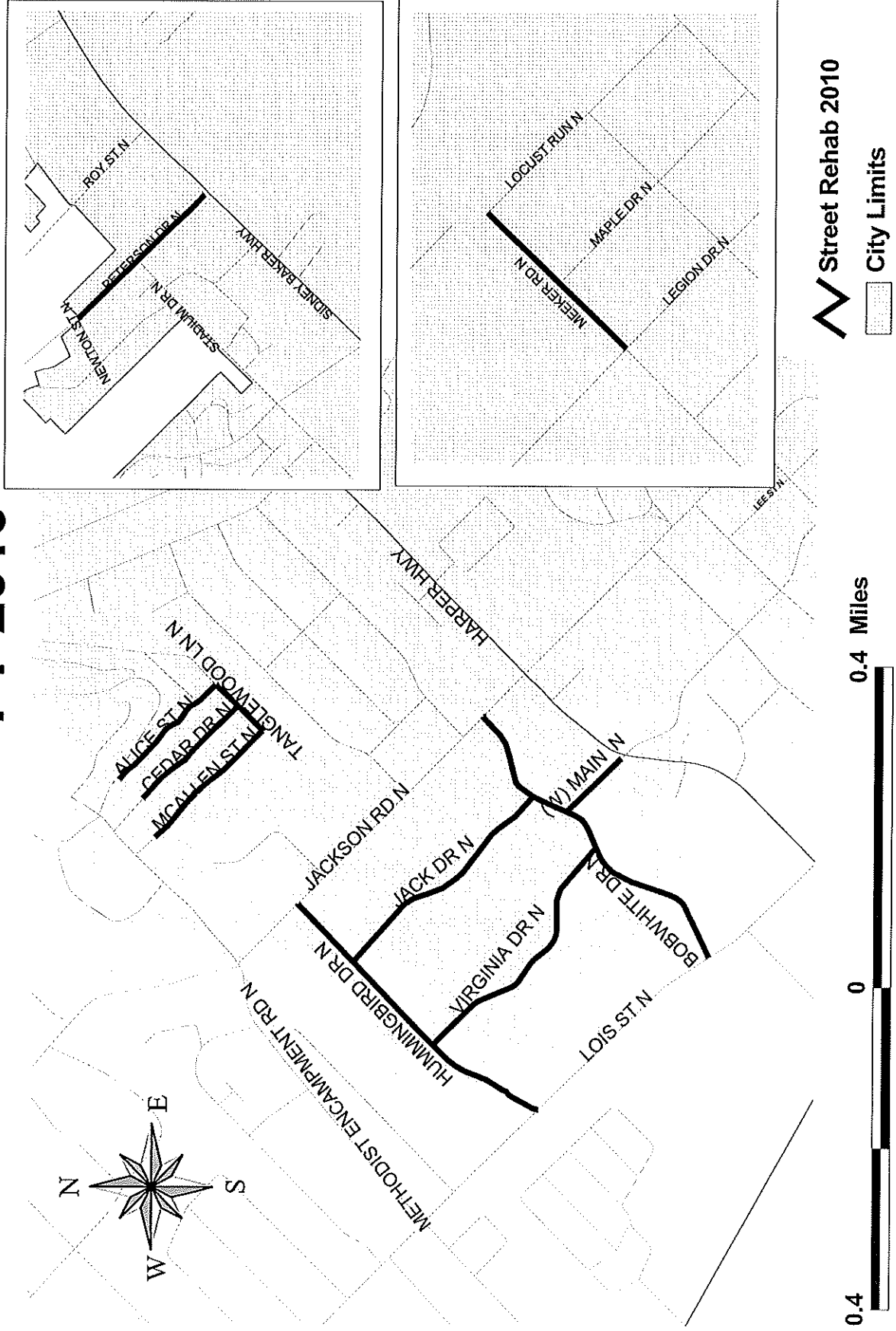
- i. A vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the suppliers advisory or notification to the vendor of the price changes.
- ii. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the City.
- iii. The City Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the City.
- iv. No price escalation will be authorized in excess if the amount of the increase referred to in the supplier's notice.
- v. The City may only grant a price increase if the evidence presented is deemed reliable. Should the City allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction:** Vendor shall notify the City at the time when the Vendors costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the City shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the City in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City Purchasing Department shall have sole discretion whether to grant the price increase extension. The City too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the City to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- d) **Allowable Review periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City Purchasing Agent and/or the City Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- e) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Street Reconstruction and Overlay

FY 2010



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

SUBJECT: Award a contract to Wheatcraft Materials for the purchase of crushed limestone base at a unit price of \$8.75 per ton

FOR AGENDA OF: 5/25/2009

DATE SUBMITTED: 5/20/2010

SUBMITTED BY: Kim Greenman
Street Division Manager

CLEARANCES: Charlie Hastings 
Director of Public Works

EXHIBITS: Bid Log, Contract Documents

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

APPROVED FOR SUBMITTAL BY DIRECTOR OF Finance:

SUMMARY STATEMENT

Last budget year Council authorized the Street Division to utilize funds for the purchase of used construction equipment and to employ additional personnel in an effort to expand the capabilities of the street division. This new expansion allows for in-house rehabilitation of city infrastructure and improved use of city tax dollars. As part of this endeavor, the Street Division will also require larger volumes of materials such as asphalt and base materials. In an effort to best utilize appropriated funds, the Street Division has requested bids for these materials for a period of one year with the City's option to extend for an additional one year term. This process will result in substantial cost savings over purchasing materials on an as-needed basis. Bid documents and specifications were prepared by the Kerrville Purchasing Officer, advertised and bid. The lowest qualified bidder for limestone base was Wheatcraft Materials at a unit price of \$8.75/ton delivered to the City of Kerrville Maintenance Yard. It is estimated that the Street Division will place 4500-5500 tons of limestone base in the remainder of FY10 for the Landfill Road reconstruction project that is being funded with Landfill funds. Landfill Road is currently under construction with completion anticipated in mid to late June.

RECOMMENDED ACTION

The Director of Public Works recommends that council authorize the city manager to execute a contract with Wheatcraft Materials for Limestone Base at a unit price of \$8.75/ton delivered.

CITY OF KERRVILLE**Asphalt & Base Bid****Bid Opening****April 19, 2010--3:00 P.M.**

BIDDER	Asphalt	Base
1. Allen Keller Company		\$9.00/ton
2. Edmund Jenscke		\$9.80/ton
3. Jay Miller		\$10.25/ton
4. Martin Marietta Materials	\$61.78/ton	\$13.99/ton
5. Vulcan Materials	\$47.64/ton	
6. Wheatcraft		\$8.75/ton
7		
8		
9		
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11		
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16		
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18		

CITY OF KERRVILLE

2010 ASPHALT & BASE BID

INSTRUCTION TO BIDDERS

APRIL 2010

WHEATCRAFT - COPY
(CITY)

INSTRUCTION TO BIDDERS

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INSTRUCTION TO BIDDERS

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No interpretations of the Request For Bid or other prepared documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to the Purchasing Agent, and in order to receive consideration, shall be received at least five days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed or otherwise delivered to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda issued shall become a part of the contract documents.

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The bidder, as part of the bid, shall execute the City of Kerrville Request For Bid as a contract and fill in all blanks.

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Bids must be submitted by filling in with ink (or typing) each and every blank provided for such purpose in the form headed "Request For Bid"; or if the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the Request For Bid, if it is to merit consideration by the City. All amounts bid shall be listed in figures and words. Written amounts shall take precedence where there is a conflict between the written and the figure. If the bid is made by a partnership, it should contain the name of each partner and should be signed in the firm name followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the bid should be signed with the name of the corporation and the state in which incorporated followed by the written

signature of the qualified officer and the designation of the office he holds in the corporation in whose behalf the bid is submitted. The bidder shall comply with all other specific requirements of the bid.

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Except as may be provided otherwise herein, bids which are incomplete, or are conditioned in any way, contain unverified erasures or alterations, or include items which are not named in the bid or which are unlawful may be rejected.

VI. SUBMISSION OF BID

Each bid, together with appropriate attachments, shall be completely sealed in a package addressed as required by the official advertisement and marked with the name of the bidder and must be marked "TXDOT ITEM 340 TYPE D HOT MIX and TXDOT ITEM 247-TYPE A-GRADE 2 LIMESTONE BASE, and must be delivered to City Hall, 800 Junction Highway, Kerrville, Texas, at or before the time named in the advertisement. If forwarded by mail, the sealed envelope shall be addressed to the City Clerk, City Hall, 800 Junction Highway, Kerrville, Texas 78028. Bids will be considered invalid if delivered to any address other than 800 Junction Highway.

The closing time for filing the bid is Monday, April 19, 2010 at 3:00 p.m.

VII. MODIFICATION OF A BID

A change in a bid already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the scheduled closing time for the receipt of bids. To be effective, every modification must be made in writing over the signature of the bidder, and no other procedure will be acceptable.

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A bid may be withdrawn at any time prior to the scheduled closing time for filing the bid. This may be done by the bidder in person or upon his telegraphic or written request. A telephone request for withdrawal of a bid will not be recognized. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing the bid, no bidder will be permitted to withdraw his bid unless no award of contract has been made prior to the expiration of sixty (60) days immediately following the date when the bids are opened.

Bids received after the scheduled closing time or at any address other than 800 Junction Highway will be returned to the bidder unopened.

IX. OPENING OF BIDS

All bids received prior to the scheduled closing time and which are not withdrawn as above provided will be publicly opened and read aloud in Meeting Room #1, City Hall, 800 Junction Highway, Kerrville, Texas, at 3:00 p.m. on Monday, April 19, 2010, even though there may be irregularities or informalities therein. The opening and reading of the bid shall not be construed as an acceptance of the bidder as a qualified, responsible bidder.

X. AWARD OF BID

Within sixty (60) calendar days after the opening of the bids, the City will award the contract or reject all bids. Formal award of the bid can be made only by the City Council or their authorized representative. The City reserves the right to reject any or all bids, to solely determine the best and lowest bid, and to waive any informalities. The City retains the right to award each type unit on an individual basis.

XI. EXEMPTION

Bid prices shall be less all Federal, State and City taxes for which the City is exempt. The City will provide the necessary exemption documents.

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The City reserves the right to require that any bidder before being awarded a contract shall execute a noncollusion affidavit in such form as will satisfy the City that the bid offered is genuine, is not a sham or collusive, and in no respect or degree is made in the interest or on behalf of any person, firm, or corporation not named in the form containing such bid.

CITY OF KERRVILLE

2010 ASPHALT& BASE BID

REQUEST FOR BID

April 2010

REQUEST FOR BID

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	Supplier sign page.....	5
	City of Kerrville sign page.....	6

REQUEST FOR BID

This agreement made this day by and between the City of Kerrville, called "City", and the undersigned, called "Supplier" as follows:

I. THE GOODS

The Supplier shall provide goods as required by exact specifications within Section VII. Bid, of this document. All goods specifications shall be considered minimum

II. BID PRICE

Bid price shall be provided in dollars.

III. DELIVERY

Delivery shall be made F.O.B., City of Kerrville, 310 McFarland Street, Kerrville, Texas 78028.

The Supplier shall be responsible for any and all damage which may occur during transit and unloading operations. Supplier's failure to discharge such responsibilities to the City's satisfaction may result in the City having such responsibilities performed by it or by a third party and any and all such costs incurred therefore shall be charged and paid by the Supplier to the City.

IV. PAYMENT

The goods shall be accompanied by a separate invoice, fully describing the goods. Unit price and total price shall be provided by the Supplier. Payment shall follow ten days after receipt of goods.

Invoices shall be made to: City of Kerrville, 800 Junction Hwy., Kerrville, Texas 78028, Attention: Accounts Payable.

V. QUALITY OF GOODS

Any and all variations from the City's required specifications must be set forth clearly and understandable on a separate written document as a deviation(s) from said required specification(s) and included with the bid.

VI. SPECIFIC BID INSTRUCTIONS

The estimated date of delivery must be in reasonable time.

VII. BID

The following are the minimum bid specifications for the items to be purchased:

ASPHALT BID

TXDOT ITEM 340 TYPE D--SURFACE HOT MIX

Approximately 4000 Tons

Specifications: See chart below.

Sieve Size	Type				
	A	B	C	D	F
	Course Base	Fine Base	Course Surface	Fine Surface	Fine Mixture
37.5 mm	100				
31.5 mm	95-100				
25.0 mm		100			
22.4 mm	70-90	95-100	100		
16.0mm		75-95	95-100		
12.5 mm	50-70			100	
9.5 mm		60-80	70-85	85-100	100
6.3 mm					95-100
4.75 mm	30-50	40-60	43-63	50-70	
2.00 mm	20-34	27-40	30-40	32-42	32-42
425 μ m	5-20	10-25	10-25	11-26	9-24
180 μ m	2-12	3-13	3-13	4-14	3-13
75 μ m	1-6*	1-6*	1-6*	1-6*	1-6*
VMA % minimum	11	12	13	14	15

F.O.B.-Kerrville Yard

Price Per Ton NO BID

BASE BID

TXDOT-ITEM 247-TYPE A-GRADE 2 LIMESTONE BASE

Approximately 5000 Tons

Specifications: See chart below.

GRADE 1	GRADE 2	GRADE 3
Triaxial Class 1: Min. compressive strength, kPa: 310 at 0 kPa lateral pressure and 1206 at 103 kPa lateral pressure	Triaxial Class 1 to 2.3: Min. compressive strength, kPa: 241 at 0 kPa lateral pressure and 1206 at 103 kPa lateral pressure	Triaxial Class - Unspecified
Master Grading	Master Grading	Master Grading
45 mm 0	63 mm 0	63 mm 0
22.4 mm 10-35	45 mm 0-10	45 mm 0-10
9.5 mm 30-50	4.75 mm 45-75	4.75 mm 30-75
4.75 mm 45-65	425 μ m 60-85	425 μ m 50-85
425 μ m 70-85		
Max LL 35	Max LL 40	Max LL 40
Max PI 10	Max PI 12	Max PI 12
Wet Ball Mill	Wet Ball Mill	Wet Ball Mill
Max 40	Max 45	Max 50
Max increase in passing 425 μ m 20	Max increase in passing 425 μ m 20	Max increase in passing 425 μ m 20

F.O.B.-Kerrville Yard

Price Per Ton 8.75

Signed this the 14th day of April, 2010.

Attest: Chris Wheatcraft By: Chris Wheatcraft
Signed this the 14th day of April, 2010.

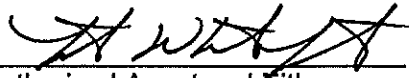
Attest: _____

By: _____

Secretary

Supplier

(if bid by corporation)


Authorized Agent and Title
Business Address: P.O. Box 290068 Kerrville TX
78029

Curtis Wheatcraft
(Please type name)

Wheatcraft, Inc.

Telephone: (830) 634-3434

Accepted this the _____ day of _____, 2010.

CITY OF KERRVILLE

Todd Parton, City Manager

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

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

SUBJECT: Purchase (1) Arbitrator digital audio/video in-car camera systems including support and maintenance.

FOR AGENDA OF: May 25, 2010

DATE SUBMITTED: May 11, 2010

SUBMITTED BY: Chief John Young

CLEARANCES: Todd Parton, City Manager

EXHIBITS: PCS Quote

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$ 4,793.00	\$158,468	\$237,736	07-802-503

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The council ratified the order and purchase of eight (8) Arbitrator digital audio/video in-car camera systems on April 27, 2010. A review of our grant expenditures determined that we had some cost savings that would allow purchasing one (1) additional video camera (\$4,793.00).

RECOMMENDED ACTION

I recommend that the council approve the addition of one (1) Arbitrator digital audio/video in-car camera system to the original purchase and increase the expenditure amount to \$43,137.00.



pcs mobile™

1200 West Mississippi Avenue
Denver, CO 80223 USA
Telephone: 303/346-2487

Invoice 32664

Invoice Date 04/16/10

Bill To:

City of Kerrville Police Department
429 Sidney Baker
Kerrville, TX 78028

Ship To:

City of Kerrville Police Department
429 Sidney Baker
Attn: Cpt Knight
Kerrville, TX 78028

Customer	Ship Via	F.O.B.	Terms		
KER002	Best Way	Origin	Net 30 Days		
Purchase Order Number		Salesperson	Order Date	Our Order Number	
68066		SDE	03/16/10	23379	
Quantity Ordered	Quantity Shipped	Item Number	Unit of Measure	Unit Price	Extended Price
	Back Ordered	Item Description		Discount %	Tax
1		1 ARBTR-KIT-360	UNIT	4449.00	4449.00
		0 Arbitrator MK2.0 Main unit w/GPS, front camera, in-car mic &		N	
1		1 CF-SVCARB2AMA1Y	UNIT	180.00	180.00
		0 Arbitrator Annual Support and Maintenance Agreement- 1Yr		N	
1		1 CBLMS-00200	UNIT	36.00	36.00
		0 Lind Siren Adaptor assy		N	
1		1 CN258IR-P	UNIT	128.00	128.00
		0 Arbitrator rear seat IR camera		N	
Acceptance: All products sold by Portable Computer Systems, Inc. (PCS) hereunder shall be deemed accepted by the Buyer unless Buyer notifies PCS in writing within seven (7) days of receipt of this invoice of any short shipments, wrong product shipments, damaged products or Payment terms: Payment terms for the product(s) shipped shall be as stated on this invoice. A service charge of 1.5% per month will be charged on all past due balances. All costs of collections, including reasonable attorney's fees shall be paid. Returned Merchandise: Returned merchandise will not be accepted without authorization and will be subject to a 25% restocking fee. Returns must be made within 30 days of invoice date. Custom made equipment may not be returned for any credit. Warranties: PCS sells the products set forth in this invoice without any express or implied warranties. In the event of any product defect of nonconformity, the Buyer's remedies shall be the warranties provided by the Manufacturer or, at PCS's option, a refund of the purchase price and Buyer shall not be entitled to any incidental, consequential or special damages of any kind. Applicable Law: This agreement shall be governed by the laws of the State of Colorado.					
Nontaxable Subtotal					4793.00
Taxable Subtotal					0.00
Tax (8.250%)					0.00
Total Invoice					4793.00
Paid Amount					0.00
Balance Due					4793.00

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

SUBJECT: An ordinance amending Chapter 110, Article III "water management plan" of the code of ordinances of the city of Kerrville, Texas, by amending the water conservation stages resulting from drought conditions, amending the water conservation measures, adding a new Stage 5, and adding a permit requirement for athletic fields and golf courses; containing a cumulative clause; containing a savings and severability clause; providing a penalty for violation of any provision hereof; ordering publication; and providing other matters related to the subject.

FOR AGENDA OF: 05/25/10

DATE SUBMITTED: 05/14/10

SUBMITTED BY: Charlie Hastings
Public Works Director

 **CLEARANCES:** Todd Parton
City Manager

EXHIBITS: Ordinance, Days and Times for Watering

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Pursuant to the 2009 drought, lessons learned during implementation of Stage 3 of the water conservation ordinance, and Council direction, revisions to the water conservation ordinance were prepared by staff with regards to water for dust control, exceptions for athletic fields, operation of car washes, refilling or adding water to swimming pools, provisions for spray parks, lawn watering, power washing, use of a temporary fire hydrant meter, and building permits. The following is a summary of the proposed changes:

Water for dust control – currently the use of potable water for dust control is prohibited in Stages 1-4. Staff recommends the use of potable water for dust control to be permitted only during Stage 1, during subsequent stages alternative methods such as reuse water, gravel packing, tack oil, etc. can be used.

Exception for athletic fields – currently there are no exceptions for athletic fields to irrigate outside of permitted hours. Language has been added to the ordinance to allow exceptions for athletic fields to be reviewed by the City Manager on a case by case basis.

Operation of car washes – currently, operation of car washes are restricted in Stage 3 to the hours of 7am to 7pm, and in Stage 4 to the hours of 8am to 5pm. Due to enforceability issues and the differences between full service and unattended car washes, language has been added to the ordinance removing the restriction from Stages 3 and 4 (car wash operation is restricted to certain hours of the day) and placing it on Stage 5.

Refilling or adding water to swimming pools – currently, filling, refilling, or adding water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited in both Stages 3 and 4. Pools are widely used for medical rehabilitation, and the amount of water it takes to keep most pools full is insignificant. In addition, prohibiting pools from adding water and allowing them to drain may cause permanent damage. Language has been added to the ordinance removing the prohibition from Stages 3 and 4 and placing it only for Stage 5.

Spray parks – currently there is no definition for spray parks in the ordinance. Kerrville is constructing a spray park at Carver Park. Spray parks are used primarily for recreation with no known medical value. A definition for spray parks has been added to the ordinance and their operation is prohibited in Stage 5.

Lawn watering – currently landscape watering with a hose-end sprinkler or automatic irrigation system is prohibited in Stages 3 and 4. A new Stage 5 has been added and the previous stages were redefined with the associated times and days for watering as shown in the attached table titled “Days and Times for Watering”. Council directed staff to analyze odd/even landscape watering once per week during Stage 3, the analysis was performed with empirical system data and an engineering evaluation. Odd/even landscape watering once per week during Stage 3 will result in unacceptable system wide pressure and volume reductions that will compromise domestic and fire flows. The solution to this issue is to revise the watering schedule to twice-a-week watering during Stage 3 as shown on the attached table mentioned above. In addition to this, council directed staff to evaluate the possibility of modifying the morning and/or evening watering times to provide for longer continuous watering to accommodate older automatic irrigation systems without compromising the purpose of the ordinance (i.e. to conserve water during drought conditions in a fair, reasonable and practical way). Adding additional time to the watering schedule, either morning or evening, compromises water conservation; reducing time from morning and adding it to the evening (or vice versa) is unfair and impractical to those who can only water in the morning or evening. Two practical solutions to this issue are to reduce or increase irrigation zone times to allow all zones to be run during watering hours, or to update the controller.

Power washing – a definition for power washing and provisions for the use of a power washer for construction activity has been added to the ordinance; specifically it is allowed in Stages 1-4.

Temporary fire hydrant meter – a definition for a temporary fire hydrant meter and provisions for their use during Stages 1-4 has been added.

Building permits – the current ordinance prohibits additional or expanded water service connections, meters, or service lines of any kind during Stages 3 and 4; the proposed ordinance moves this restriction to Stages 4 and 5 and language has been added to

prohibit granting of new building permits to avoid the potential of a building being under construction or completed before water service was available.

RECOMMENDED ACTION

The Public Works Director recommends that Council adopt the updated water conservation ordinance.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2010-__

AN ORDINANCE AMENDING CHAPTER 110, ARTICLE III "WATER MANAGEMENT PLAN" OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY AMENDING THE WATER CONSERVATION STAGES RESULTING FROM DROUGHT CONDITIONS, AMENDING THE WATER CONSERVATION MEASURES, ADDING A NEW STAGE 5, AND ADDING A PERMIT REQUIREMENT FOR ATHLETIC FIELDS AND GOLF COURSES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF ANY PROVISION HEREOF; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City of Kerrville treats and supplies water for public consumption; and

WHEREAS, as a public water supplier, state law requires the City to adopt, manage, and enforce a water conservation plan and program that contains long-term elements such as ongoing public education activities, universal metering, water accounting and estimated water savings from reuse and recycling activities, lead detection and repair, as well as other conservation techniques and activities; and

WHEREAS, state law also requires the City to establish specific and quantified 5 and 10 year targets and goals for total water treated and for water loss, a schedule for implementing the plan to achieve targets and goals, a method of tracking progress and the effectiveness of this plan, and a water rate structure which is cost-based and which does not encourage the excessive use of water; and

WHEREAS, in order to conserve the City's available water supply and protect the integrity of its water distribution system, with particular regard for domestic water use, sanitation, and fire protection; to protect and preserve public health, welfare, and safety; and to minimize the adverse impacts of water supply and production shortages or other water supply or production emergency conditions, the City Council, pursuant to Ordinance No. 2004-04, amended in its entirety the *City of Kerrville Municipal Water Conservation Plan and Drought Management Plan* ("the Water Management Plan") setting forth the City's policy with respect to procedures to be followed and measures to be implemented regarding the use and conservation of water resources within the City; and

WHEREAS, in order to conserve the amount of available water to be used for domestic purposes, the City Council has established limitations on certain uses of water by water customers within the City; and

WHEREAS, over the past two years, each stage of the Water Management Plan was triggered as the City and the Hill Country experienced significant drought conditions; and

WHEREAS, as a result of the drought conditions, the triggering of stages, and the implementation of the conservation measures, and with direction from City Council, staff recommends amending the Water Management Plan to amend the various stages established by the Water Management Plan, including adding a new stage; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that the amendments to the City's Water Management Plan are in the public interest and are necessary to protect the public health and safety;

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

SECTION ONE. Section 110-92 "Definitions." of the Code of Ordinances of the City of Kerrville, Texas, is amended by revising the wording to various existing defined terms and adding additional defined terms as follows:

"Sec. 110-92. Definitions.

As used in this article, the following terms shall have the following meanings:

Athletic field means a sports playing field, the essential feature of which is the presence of turf grass, used primarily for organized sporting events for schools, professional sports, or sanctioned league play.

Power washer means a machine that uses water or a water-based product applied at high pressure greater than 499 pounds per square inch while simultaneously reducing the water flow rate to four 4 gallons per minute or less, for the purpose of cleaning impervious surfaces.

Reclaimed water means domestic or municipal wastewater which has been treated to a quality suitable for a beneficial use in accordance with state law.

Seven-day average demand means the daily average of the amount of water pumped to the City's water distribution system from all available sources for the period beginning at 12:00 a.m. on the seventh calendar day prior to the date the calculation is made and ending at 12:00 a.m. on the date the calculation is made.

Temporary Fire Hydrant Meter means a meter applied for from and issued by the City and intended for a temporary connection to the City's potable water supply via a City-owned fire hydrant.

Vehicle wash facility means a business that washes vehicles with water or a water-based product, including self-service car washes, full-service car washes, roll-over/in-bay style car washes, and fleet maintenance wash facilities.

Water spray park means a structure onto which water is sprayed, including water that is recycled from fountains or other devices but which no water accumulates.”

SECTION TWO. Section 110-94 “Prohibited Uses of Water.” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending its section heading as follows:

“Sec. 110-94. Year-round prohibited uses of water.”

SECTION THREE. Section 110-95 “Permit for newly planted lawns and landscaping.” of the Code of Ordinances of the City of Kerrville, Texas, is amended in its entirety as follows:

Sec. 110-95. Permit for newly planted lawns and landscaping.

(a) Newly planted lawns and landscaping shall not be watered at any time other than those hours and days allowed for all other landscaping by this article except where authorized by permit issued by the City in accordance with this article. Any such permit shall only be granted where a plant or seed is planted in or transplanted to an area within a period of time as to accomplish a reasonable establishment and maintenance of growth, which generally occurs over a three week period.

(b) Permit requirements and conditions:

(1) A permit application shall be completed by the owner of the property to be served by the City water service.

(2) A permit application shall be accompanied by written documentation indicating the planting date of the new lawn and/or landscaping.

(3) The permit shall be valid for a 30-day period from the date of issuance by the Manager.

(4) The permit shall allow additional watering outside the restricted hours and days of this article; however, in no instance shall landscape irrigation be allowed between the hours 12:00 noon and 6:00 p.m. on any day of the week.

(5) Upon the effective date of entering into Stages 3, 4, or 5, as defined by this article, the City shall not issue any new permits.

(6) A permit, once issued, shall remain in full force and effect until the earlier of its expiration date or the effective date of entering into Stage 3, as defined by this article.

(7) Following the expiration of a permit or upon the effective date of entering into Stage 3, it shall be unlawful to water new lawns and/or landscaping at any time other than those hours and days allowed for all other landscaping by this article."

SECTION FOUR. A new Section 110-96 "Permit for athletic fields and golf courses." of the Code of Ordinances of the City of Kerrville, Texas, is added as follows:

"Sec. 110-96. Permit for athletic fields and golf courses.

(a) Unless using reclaimed water in accordance with an agreement with the City, athletic fields and golf courses shall not be watered at any time other than those hours and days allowed for all other landscaping by this article except where authorized by a permit issued by the City in accordance with this article. All landscaped and out-of-play areas shall at all times adhere to the regular landscape irrigation restrictions then in place under this article.

(b) Permit requirements and conditions:

(1) A permit application shall be completed by the owner or operator of the athletic field or golf course served by City water service.

(2) A permit application shall be accompanied by an analysis of the irrigation system prepared and sealed by a licensed irrigator which shall include a zone-by-zone analysis of the irrigation system that, at a minimum, includes a review of the design appropriateness for current landscape requirements; irrigation spray heads and valves; precipitation rates expressed in inches per hour; and an annual maintenance plan that includes irrigation system maintenance, landscape maintenance, and a basic summer and winter irrigation scheduling plan. The permit application shall also include a water conservation plan indicating specific measures to reduce consumption and improve efficiency.

(3) As part of the application, the applicant shall indicate the expected precipitation rates, schedules, and run times for each applicable zone.

(4) The permit shall be valid for six (6) months from the date of issuance.

(5) The permit shall allow additional watering outside the restricted hours and days of this article; however, athletic field and golf course irrigation shall not be allowed between the hours 12:00 noon and 6:00 p.m. on any day of the week.

(6) A permit, once issued, shall remain in full force and effect until the earlier of its expiration date or the effective date of entering into Stage 3.

(7) Following the expiration of a permit or upon the effective date of entering into Stage 3, it shall be unlawful to water athletic fields or golf courses at any time other than those hours and days allowed for all other landscaping by this article, unless using reclaimed water."

SECTION FIVE. Section 110-96 "Water Conservation Stages Defined." of the Code of Ordinances of the City of Kerrville, Texas, is renumbered and amended in its entirety as follows:

"Sec. 110-97. Water conservation stages defined.

(a) *Stage 1 - Moderate water conservation conditions.* "Stage 1 - Moderate water conservation conditions" shall be deemed to exist when the City Manager finds that the seven day average water demand exceeds 65 percent of the safe operating capacity or where a water supply emergency is declared and the City Manager determines that this stage is appropriate to address the emergency.

(b) *Stage 2 - Critical water conservation conditions.* "Stage 2 - Critical water conservation conditions" shall be deemed to exist when the City Manager finds that the seven day average water demand exceeds 75 percent of the safe operating capacity or where a water supply emergency is declared and the City Manager determines that this stage is appropriate to address the emergency.

(c) *Stage 3 - Crucial water conservation conditions.* "Stage 3 - Crucial water conservation conditions" shall be deemed to exist when the City Manager finds that the seven day average water demand exceeds 85 percent of the safe operating capacity or where a water supply emergency is declared and the City Manager determines that this stage is appropriate to address the emergency.

(d) *Stage 4 - Severe water conservation conditions.* "Stage 4 - Severe water conservation conditions" shall be deemed to exist when the City Manager finds that the seven day average water demand exceeds 95 percent of the safe operating capacity or where a water supply emergency is declared and the City Manager determines that this stage is appropriate to address the emergency.

(e) *Stage 5 - Water emergency conditions.* "Stage 5 - Water emergency conditions" shall be deemed to exist when the City Manager finds that the seven day average water demand exceeds 100 percent of the safe operating capacity or where a water supply

emergency is declared and the City Manager determines that this stage is appropriate to address the emergency.”

SECTION SIX. Section 110-98 “Declaration of water conservation conditions; public notice.” of the Code of Ordinances of the City of Kerrville, Texas, is renumbered and amended in its entirety as follows:

“Sec. 110-99. Declaration of water conservation conditions and stages; public notice.

(a) *City Manager declaration.* Upon a finding by the City Manager that “Stage 1 - Moderate water conservation conditions”, “Stage 2 - Critical water conservation conditions”, “Stage 3 - Crucial water conservation conditions”, “Stage 4 - Severe water conservation conditions”, or “Stage 5 - Water emergency conditions” exist, the City Manager shall issue notice of the commencement and/or termination of the imposition of the mandatory water conservation measures in effect for the respective stage. Said notice shall be:

- (1) Posted on the City's official bulletin board and at all public entrances and exits of City Hall and other City facilities where the public has access;
- (2) Posted on the City's internet website; and
- (3) Issued in a press release that is hand-delivered or sent by facsimile or electronic mail to:
 - a. The electronic and print media located within the City; and
 - b. The television networks located in Kerrville and San Antonio.

(b) *Contents of notice.* Each notice issued in accordance with subsection (a) shall contain at least the following information:

- (1) The effective and/or termination date of the applicable water conservation stage;
- (2) A brief description of the water conservation stage and the measures to be in effect and/or terminated;
- (3) The telephone number(s) of the office to contact regarding questions about the water conservation stage in effect; and
- (4) The following sentence printed in bold type: **“Failure to comply with the water conservation measures currently in effect is a violation of Chapter 110, Article III of the Kerrville City Code and, upon conviction, may result in a fine of not**

less than \$50.00 nor more than \$2,000.00 per offense plus court costs. Repeated violations may also result in disconnection of water service."

SECTION SEVEN. Section 110-99 "Stage 1 - Water conservation measures." of the Code of Ordinances of the City of Kerrville, Texas, is renumbered and amended in its entirety as follows:

"Sec. 110-100. Stage 1 – Conservation measures.

(a) *Stage 1 conservation measures defined.* The following water conservation measures shall be in effect at 12:01 a.m. on the day following notice of the declaration of Stage 1-Moderate water conservation conditions:

(1) Landscape watering with hose-end sprinklers or automatic irrigation systems is prohibited at all times except on the following days between the hours of 6:00 a.m. and 10:00 a.m. and between the hours of 8:00 p.m. and 12:00 a.m.:

a. On Mondays and Saturdays for street addresses whose last digit ends in an odd number; or

b. On Tuesdays and Sundays for street addresses whose last digit ends in an even number.

(2) Landscape watering is permitted at any time if conducted by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person, a faucet-filled bucket or watering can with a capacity of five gallons or less, or a drip irrigation system.

(3) The use of water from a temporary fire hydrant meter shall be limited for construction and irrigation purposes at a rate not to exceed 25,000 gallons per day; in addition, the use of the water for irrigation purposes is restricted to those hours and days allowed for all other landscaping by this section.

(4) The following uses of water are prohibited:

a. Operation of any fountain, pond, or other ornamental water feature for aesthetic purposes except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

b. Washing down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced areas except when the use is required by law for the protection of health and safety or when it is required to perform duties related to construction activity and a power washer is used.

(b) *Termination of Stage 1.* Stage 1 shall terminate at 12:01 a.m. on the day following notice of the declaration by the City Manager that the conditions triggering Stage 1 have ceased to exist for a period of 15 consecutive days. Such declaration may be made prior to the expiration of the 15-day period if, in the discretion of the City Manager, extraordinary circumstances exist, such as the occurrence of significant and/or a prolonged period of precipitation.”

SECTION EIGHT. Section 110-100 “Stage 2 - Water conservation measures.” of the Code of Ordinances of the City of Kerrville, Texas, is renumbered and amended in its entirety as follows:

“Sec. 110-101. Stage 2 – Conservation measures.

(a) *Stage 2 conservation measures defined.* The following water conservation measures shall be in effect at 12:01 a.m. on the day following notice of the declaration of Stage 2-Critical water conservation conditions:

(1) Landscape watering with hose-end sprinklers or automatic irrigation systems is prohibited at all times except on the following days between the hours of 6:00 a.m. and 9:00 a.m. and between the hours of 8:00 p.m. and 10:00 p.m.:

a. On Mondays and Saturdays for street addresses whose last digit ends in an odd number; or

b. On Tuesdays and Sundays for street addresses whose last digit ends in an even number.

(2) Landscape watering conducted by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person, a faucet-filled bucket or watering can with a capacity of five gallons or less, or a drip irrigation system is prohibited at all times except between the hours of 7:00 p.m. and 9:00 a.m.

(3) The use of water from a temporary fire hydrant meter shall be limited for construction and irrigation purposes at a rate not to exceed 20,000 gallons per day; in addition, the use of the water for irrigation purposes is restricted to those hours and days allowed for all other landscaping by this section.

(4) The following uses of water are prohibited:

a. Operation of any ornamental fountain, pond, or other ornamental water feature for aesthetic purposes except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

b. Washing down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced areas except when the use is required by law for the protection of health and safety or when it is required to perform duties related to construction activity and a power washer is used.

c. Use of water for dust control.

d. Washing down buildings or structures for purposes other than immediate fire protection or when it is required to perform duties related to construction activity and a power washer is used.

e. Use of bulk potable water obtained from the City for construction purposes.

(b) *Termination of Stage 2.* Stage 2 shall terminate at 12:01 a.m. on the day following the notice of the declaration by the City Manager that the conditions triggering the Stage 2 have ceased to exist for a period of 15 consecutive days. Such declaration may be made prior to the expiration of the 15-day period if, in the discretion of the City Manager, extraordinary circumstances exist, such as the occurrence of significant and/or a prolonged period of precipitation. Upon the termination of Stage 2, the City Manager, based upon the existing conditions, has the discretion to determine which appropriate stage, if any, and the water conservation measures set forth in that stage, shall become effective.”

SECTION NINE. Section 110-101 “Stage 3 - Water conservation measures.” of the Code of Ordinances of the City of Kerrville, Texas, is renumbered and amended in its entirety as follows:

“Sec. 110-102. Stage 3 – Conservation measures.

(a) *Stage 3 conservation measures defined.* The following water conservation measures shall be in effect at 12:01 a.m. on the day following notice of the declaration of Stage 3-Crucial water conservation conditions:

(1) Landscape watering with hose-end sprinklers or automatic irrigation systems is prohibited at all times except on the following day between the hours of 6:00 a.m. and 9:00 a.m.:

a. On Mondays and Saturdays for street addresses whose last digit ends in odd number; or

b. On Tuesdays and Sundays for street addresses whose last digit ends in an even number.

(2) Landscape watering conducted by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person, a faucet-filled bucket or watering can with a capacity of five gallons or less, or a drip irrigation system is prohibited at all times except between the hours of 7:00 p.m. and 11:00 p.m. and between the hours of 6:00 a.m. and 9:00 a.m.

(3) The use of water from a temporary fire hydrant meter shall be limited for construction and irrigation purposes at a rate not to exceed 15,000 gallons per day; in addition, the use of the water for irrigation purposes is restricted to those hours and days allowed for all other landscaping by this section.

(4) The following uses of water are prohibited:

a. Operation of any ornamental fountain, pond, or other ornamental water feature for aesthetic purposes except where necessary to support aquatic life or where such fountains or ponds are equipped with a re-circulation system.

b. Washing down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced areas except when such is required by law for the protection of health and safety or when it is required to perform duties related to construction activity and a power washer is used.

c. Use of water for dust control.

d. Washing down buildings or structures for purposes other than immediate fire protection or when it is required to perform duties related to construction activity and a power washer is used.

e. Use of bulk potable water obtained from the City for construction purposes.

(b) *Termination of Stage 3.* Stage 3 shall terminate at 12:01 a.m. on the day following the notice of the declaration by the City Manager that the conditions triggering Stage 3 have ceased to exist for a period of 15 consecutive days. Such declaration may be made prior to the expiration of the 15-day period if, in the discretion of the City Manager, extraordinary circumstances exist, such as the occurrence of significant and/or a prolonged period of precipitation. Upon the termination of Stage 3, the City Manager, based upon the existing conditions, has the discretion to determine which appropriate stage, if any, and the water conservation measures set forth in that stage, shall become effective.”

SECTION TEN. Section 110-102 "Stage 4 - Water conservation measures." of the Code of Ordinances of the City of Kerrville, Texas, is renumbered and amended in its entirety as follows:

"Sec. 110-103. Stage 4 – Conservation measures.

(a) *Stage 4 conservation measures defined.* The following water conservation measures shall be in effect at 12:01 a.m. on the day following notice of the declaration of Stage 4 – Severe water conservation conditions:

- (1) Landscape watering with hose-end sprinklers or automatic irrigation systems is prohibited at all times;
- (2) Landscape watering conducted by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person, a faucet-filled bucket or watering can with a capacity of five gallons or less, or a drip irrigation system is prohibited at all times except between the hours of 7:00 p.m. and 11:00 p.m. and between the hours of 6:00 a.m. and 9:00 a.m.
- (3) The use of water from a temporary fire hydrant meter shall be limited for construction and irrigation purposes at a rate not to exceed 10,000 gallons per day; in addition, the use of the water for irrigation purposes is restricted to those hours and days allowed for all other landscaping by this section.
- (4) The following uses of water are prohibited:
 - a. Operation of any ornamental fountain, pond, or other ornamental water feature for aesthetic purposes except where necessary to support aquatic life.
 - b. Washing down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced areas except when such is required by law for the protection of health and safety or when it is required to perform duties related to construction activity and a power washer is used.
 - c. Use of water for dust control.
 - d. Washing down buildings or structures for purposes other than immediate fire protection or when it is required to perform duties related to construction activity and a power washer is used.
 - e. Use of bulk potable water obtained from the City for construction purposes.

f. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle other than at a commercial car wash facility or service station or by a person washing any public safety vehicle on public property.

(5) No permits for new, additional, or expanded water service connections, meters, or service lines shall be granted. An exception applies where the City has already issued either a final plat for a residential lot or a commercial building permit for the site or the construction project that requires the water service.

(b) *Termination of Stage 4.* Stage 4 shall terminate at 12:01 a.m. on the day following the notice of the declaration by the City Manager that the conditions triggering Stage 4 have ceased to exist for a period of three consecutive days. Such declaration may be made prior to the expiration of the three-day period if, in the discretion of the City Manager, extraordinary circumstances exist, such as the occurrence of significant and/or a prolonged period of precipitation. Upon the termination of Stage 4, the City Manager, based upon the existing conditions, has the discretion to determine which appropriate stage, if any, and the water conservation measures set forth in that stage, shall become effective.”

SECTION ELEVEN. A new Section 110-104 “Stage 5 - Water emergency conditions.” of the Code of Ordinances of the City of Kerrville, Texas, is added to provide as follows:

“Sec. 110-104. Stage 5 – Conservation measures.

(a) *Stage 5 conservation measures defined.* The following water conservation measures shall be in effect at 12:01 a.m. on the day following the notice of the declaration of Stage 5 - Water emergency conditions:

(1) Landscape watering, including handheld irrigation, with potable water is prohibited at all times;

(2) The following uses of water are prohibited:

a. Operation of any ornamental fountain, pond or other ornamental water feature for aesthetic purposes except where necessary to support aquatic life.

b. Washing down any sidewalk, walkway, driveway, parking lot, tennis court, or other hard-surfaced areas except when such is required by law for the protection of health and safety.

c. Use of water for dust control.

- d. Washing down buildings or structures for purposes other than immediate fire protection.
- e. Use of bulk potable water obtained from the City for construction purposes.
- f. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle other than by a person washing any public safety vehicle on public property.
- g. Filling, refilling, or adding water to swimming pools, wading pools, and jacuzzis-type pools, which are located outside.
- h. Using a fire hydrant pursuant to a temporary fire hydrant permit.
- i. Use of water for a water spray park, even where such water is recirculated.

(3) Vehicle washing at a vehicle wash facility is prohibited at all times except between the hours of 7:00 a.m. and 7:00 p.m. A person owning or operating a vehicle wash facility shall take affirmative action to prevent use of the vehicle wash facility during the prohibited hours specified herein. Such actions shall include posting a sign indicating that the vehicle wash facility is closed and preventing vehicular access onto the property or into the washing bays. In addition, the owner/operator may also choose to disable the washing mechanisms so as to prevent operation.

(4) No permits for new, additional, or expanded water service connections, meters, or service lines shall be granted. An exception applies where the City has already issued either a final plat for a residential lot or a commercial building permit for the site or the construction project that requires the water service.

(b) *Termination of Stage 5.* Stage 5 shall terminate at 12:01 a.m. on the day following the notice of the declaration by the City Manager that the conditions triggering Stage 5 - Water emergency conditions have ceased to exist for a period of three consecutive days. Such declaration may be made prior to the expiration of the three-day period if, in the discretion of the City Manager, extraordinary circumstances exist, such as the occurrence of significant and/or prolonged periods of precipitation. Upon the termination of Stage 2, the City Manager, based upon the existing conditions, has the discretion to determine which appropriate stage, if any, and the water conservation measures set forth in that stage, shall become effective.”

SECTION TWELVE. Section 110-103 "Enforcement." of the Code of Ordinances of the City of Kerrville, Texas, is renumbered and amended in its entirety as follows:

"Sec. 110-105. Enforcement.

(a) *Violation of article prohibited.* It shall be unlawful for a person to use water obtained from a private well, public water supply company, or the City in a manner contrary to the provisions of this article. The penalty for violation of this article shall be in accordance with the general penalty provisions contained in chapter 1 of the Code of Ordinances but in no case shall the fine of any violation hereof be less than \$50.00. Proof of a culpable mental state is not required for conviction of an offense under this article.

(b) *Issuance of citations.* The Manager or any other personnel authorized to issue class C misdemeanor citations are authorized to issue citations for violations of this article.

(c) *Multiple violations.* If a person is convicted of:

(1) Three or more separate violations of this article within a single calendar year, the City Manager shall, upon written notice to the customer, be authorized to install a flow restriction device in the service line(s) of the customer, in which case the City Manager may place a service charge equal to the cost of the installation and subsequent removal of such device on the customer's water bill.

(2) Four or more separate violations of this article within a single calendar year, the City Manager shall, upon written notice to the customer, be authorized to discontinue water service to the premises where such multiple violations have occurred and such discontinuance of service shall continue until such time as all fines or penalties are paid in full and payment by the violator of a re-connection charge as set by the City council within the City fee schedule.

(d) *Injunction.* In addition to such other civil or criminal penalties that may be available, the City Attorney may seek an injunction in accordance with Tx. Local Gov. Code Section 54.016 against a person or entity believed to be in violation of this article.

(e) *Person responsible.* The following presumptions shall be in effect with regard to the person responsible for a violation of this article:

(1) Any person, including a person classified as a water customer, who is in apparent control of the property where a violation occurs or originates shall be presumed to be the violator.

(2) Proof that a violation occurred on a person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.

(3) Parents shall be presumed to be responsible for the violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent directed or assisted in the commission of the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.

(f) *Defenses.* It shall be a defense to a violation of this article if:

(1) The water is being used to irrigate or water the plant inventory of a wholesale or retail landscape nursery or other commercial business selling landscape or house plants;

(2) The person is using water, other than that provided by the City, that has been recirculated;

(3) The person is using water from a source other than the City's public (potable) water supply system, including:

a. reclaimed water in compliance with applicable TCEQ regulations for landscape watering. Such landscape watering with hose-end sprinklers or an automatic irrigation system shall be prohibited at all times except between the hours of 6:00 p.m. and 10:00 a.m. Landscape watering is permitted at anytime if conducted by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person, a faucet-filled bucket or watering can with a capacity of five gallons or less, or a drip irrigation system; or

b. Surface water diversion rights which the person has the legal right to use.

(4) The use of the water was necessary to prevent damage or destruction to property other than landscaping plants and ground covers suffering damage from dehydration;

(5) The person is:

a. The owner, or his or her agent, of a commercial car wash or service station with a car wash;

b. The hours in which use of a commercial car wash is prohibited are posted at a location visible to customers entering or attempting to use the car wash at the time of the alleged offense;

c. Said owner or agent did not otherwise authorize the use of the car wash during the prohibited hours of operation;

(6) The person is washing down sidewalks, walkways, driveways, vehicles used to transport food and perishables, garbage trucks, or aircraft that the Manager or the City health officer determines requires frequent cleaning in order to protect the health, safety, and welfare of the public; or

(7) Operation of an automatic irrigation system was performed solely for the purpose of conducting maintenance and testing, and such operation was conducted by a licensed irrigation contractor.”

SECTION THIRTEEN. Section 110-104 “Variances.” of the Code of Ordinances of the City of Kerrville, Texas, is renumbered and amended in its entirety as follows:

“Sec. 110-106. Variances.

(a) *Authority to grant variances.* The City Manager is authorized to grant variances pursuant to the provisions of this section.

(b) *Grounds for granting variances.* A variance may be granted to authorize the use of water otherwise prohibited under this article if the City Manager finds:

(1) That failure to grant a requested variance would adversely affect public health or sanitation;

(2) That failure to grant the requested variance would adversely affect the health or safety of the person requesting such variance;

(3) Compliance with this article cannot technically be accomplished during the duration of the water supply shortage or other condition for which water conservation measures are in effect;

(4) Alternative methods can be implemented which will achieve the same level of reduction in water use as the water conservation measure from which the variance is sought; or

(5) that the person has a disability in accordance with subsection (j) below.

(c) *Application for variance.* A person requesting a variance from the provisions of this article must file an application with the City Manager on forms promulgated by the City. Each application shall include the following information:

- (1) Name and address of the applicant(s);
- (2) A full description of the proposed water use, including, but not limited to:
 - a. The daily amount of the proposed use;
 - b. The hours of the proposed use;
- (3) A reference to the specific provision(s) of this article from which the applicant is requesting relief;
- (4) A detailed statement as to how the specific provision of the article adversely affects the applicant and/or what damage or harm will occur to the applicant or others if applicant complies with this article;
- (5) A description of the relief requested;
- (6) The period of time for which the variance is sought;
- (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this article and the compliance date; and
- (8) Any additional information that the City Manager deems relevant and necessary in making a determination regarding the request.

(d) *Filing period.* An application for a variance requested pursuant to this section may not be filed prior to the effective date of the water conservation measure(s) from which relief is being sought.

(e) *Consideration of variance application.* The City Manager shall grant or deny the application for variance not later than 5:00 p.m. on the third City business day following delivery of the application to the City Manager. A variance shall be deemed to be approved in the manner requested in the application if the City Manager has not denied the application within the time set forth in this section.

(f) *Contents of variance.* A variance granted by the City Manager shall contain the following provisions:

- (1) A description of the allowable water uses granted by the variance;
- (2) A description of any conditions imposed which must be satisfied in order to maintain the variance in effect;
- (3) A timetable for compliance with any conditions set forth in the variance; and
- (4) Such other provisions as the City Manager determines to be reasonable and necessary.

(g) *Termination of variance.* Variances granted shall expire upon the earlier of:

- (1) The date the water conservation measure from which the variance was granted is no longer in effect;
- (2) The date the City Manager determines that the applicant has failed to comply with any deadline imposed with respect to compliance with the conditions set forth in the variance; or
- (3) The date the City Manager specifically sets forth for termination of the variance.

(h) *Variance not a defense.* The granting of a variance shall not be a defense to a violation of the provisions of this article which occurs prior to the effective date of the variance.

(i) *Appeal of denial by City Manager.* An applicant may appeal the denial by the City Manager of an application for a variance to the City Council pursuant to the following procedures:

- (1) An appeal must be filed in writing with the City Secretary not later than three City business days following the date of the denial;
- (2) The appeal will be considered by the City Council at its first regularly scheduled meeting following the third City business day after the date the appeal is filed with the City Secretary;
- (3) The City Council may hear testimony from the City Manager and the applicant, but shall not be required to hear such testimony;

(4) The City Council shall grant or deny the variance in accordance with the criteria set forth in subsection (b); and

(5) The City Council shall grant or deny the variance at the meeting at which the appeal is considered.

(j) *Variances for people with disabilities.* The City Manager shall grant a variance to a person to use a hose-end sprinkler or an automatic irrigation system to perform landscape watering when the use of hose-end sprinklers or automatic irrigation systems are otherwise prohibited by this article subject to the following findings:

(1) The property is a single-family residence and constitutes the permanent residence of the applicant;

(2) The applicant has provided to the City Manager a written statement from a medical doctor licensed to practice medicine in the State of Texas that the applicant is physically incapable of:

- a. Walking without assistance;
- b. standing for periods in excess of 15 minutes;
- c. Carrying a five gallon bucket of water; or
- d. Carrying a standard garden hose; and

(3) There is no other person who resides on the property with the applicant who is physically capable of performing landscape watering by means of a hand-held hose with a manual or automatic shutoff nozzle operated by one person or, a faucet-filled bucket or watering can with a capacity of five gallons or less.

(k) The variance granted by the City Manager pursuant to this section may not authorize landscape watering at any time outside of the days and hours during which landscape watering is otherwise permitted by this article. Said variance may restrict landscape watering to times and days less than those otherwise allowed by this article and, with respect to automatic irrigation systems, may limit the amount of time each station of the system is allowed to run."

SECTION FOURTEEN. The City Secretary is authorized and directed to submit this Ordinance to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the amendments adopted herein and to correct typographical errors and to index, format, and number and letter paragraphs to the existing Code, as appropriate.

SECTION FIFTEEN. The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, including Ordinances 2004-04 and 2007-12; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

SECTION SEVENTEEN. The penalty for violation of this Ordinance shall be in accordance with that general penalty provision contained in Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense.

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

SECTION NINETEEN. In accordance with Section 3.07 of the City Charter, this Ordinance shall become effective from and after ten (10) days after publication of the caption of this Ordinance.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2010.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2010.

ATTEST:

David Wampler, Mayor

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

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

SUBJECT: Authorize City Manager to sign the contract for the purchase of the Integrated Library System from Innovative Interfaces, Inc. in the amount of \$101,500

FOR AGENDA OF: May 25, 2010

DATE SUBMITTED: May 14, 2010

SUBMITTED BY: Antonio Martinez
Library Director

CLEARANCES: Kimberly Meisner
Director of General Operations

EXHIBITS: Innovative Interfaces, Inc. Contract

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$101,500	\$120,000	\$120,000	15-800-112

PAYMENT TO BE MADE TO: Innovative Interfaces, Inc.

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

In March of 2009, staff and a library automation consultant funded by the Friends of the Library prepared and released a Request for Proposals for an integrated library system (ILS). During subsequent months staff and the consultant evaluated four vendor proposals and selected three for onsite demonstrations. Based on these demonstrations, staff graded Innovative Interfaces, Inc. (Innovative) as the system with the most functionality and future viability. In December of 2009, staff and the consultant entered into price and product negotiations with Innovative which resulted in a substantial price reduction, one year of free hardware and software maintenance, and other product enhancements included in the base price. Since then, staff and the consultant have worked through two drafts to arrive at the current proposed contract that has been approved by Kerrville's Legal Department. Funding for this project was made possible by private donations.

If approved, the project will follow the following tentative timeline:

- June 2010 - Initial consultation with vendor, site preparation, and hardware installation.
- July/August 2010 - Configuration of new database and data sampling from old system.
- August/September 2010 - Staff training and loading of all modules from old system to new system.
- November 2010 - Fine tuning and testing. Bring up modules in live mode.

During the training period, the library may need to close for several days, in order to train all staff at the same time.

RECOMMENDED ACTION

Authorize City Manager to sign the contract for the purchase of the Integrated Library System from Innovative Interfaces, Inc. in the amount of \$101,500.

AGREEMENT is made this _____ day of _____, 2010

BY AND BETWEEN, AND INTENDING TO BE LEGALLY BOUND

INNOVATIVE INTERFACES, INC., an Equal Opportunity Employer, M/F, H/V Company, incorporated under the laws of the State of California, (hereinafter referred to as "Innovative Interfaces" or "Innovative")

-and-

THE CITY OF KERRVILLE, (hereinafter referred to as the Library)

WITNESSETH

WHEREAS the Library wishes to install and use a computer system to improve the operation of the Library;
and,

WHEREAS Innovative Interfaces has represented and does hereby represent to the Library, subject to the terms and conditions hereof, that the computer equipment and related software to be supplied to the Library pursuant hereto will satisfy the requirements of the Library as set forth hereunder:

NOW THEREFORE in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.00 INTERPRETATION

Where used in this Agreement, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:

- 1.01 "Agreement", "this Agreement", "herein", "hereunder" and similar expressions refer to this Agreement and the Schedules annexed hereto and referred to herein, all as amended from time to time, and the expression "Section" followed by a number means and refers to the specified section of this Agreement:
- 1.02 "MILLENNIUM", "System", or "Software" refers to the hardware and software developed by Innovative Interfaces for use in a library environment, including all components necessary for running an automated library system as configured in Schedule A and described more particularly in Schedule D.
- 1.03 "Equipment" means the computer equipment and equipment peripheral thereto purchased by the Library as detailed in Schedule A.
- 1.04 "Installation Site" or "Site" means the room or rooms within which each unit of the Equipment is to be installed on the premises of the Library.
- 1.05 "Purchase Price" means the dollar amount as set out in Schedule B, plus all applicable taxes.

2.00 SUPPLY OF SYSTEM

2.01 In consideration of the payment of the Purchase Price and subject to all the terms and conditions hereof, Innovative Interfaces shall:

- (a) sell to the Library, and the Library shall purchase, the Equipment referred to in Section 3.00;
- (b) supply to the Library under license the Software referred to in Section 4.00; and
- (c) deliver to the Library the materials and documentation referred to in Section 5.00.
- (d) provide training as set out in Schedule F.

2.02 Subject to the other terms and conditions hereof, the System will be installed and will become operational in accordance with the implementation timetable set forth in Schedule C.

3.00 EQUIPMENT

3.01 The Equipment will consist of computer equipment to adequately support the MILLENNIUM System, including all necessary components and peripherals for proper functioning, as described more particularly in Schedule A.

3.02 All hardware provided under the terms of the Contract, including that provided initially or as part of upgrades, shall be new and eligible for current manufacturer warranty. All replacement hardware supplied under the hardware warranty or maintenance agreement shall be eligible for current manufacturer warranty. Should the Library remove hardware from the maintenance program, the payment of any warranty certification fee required by the manufacturer shall be the responsibility of the Library.

4.00 SOFTWARE

4.01 Innovative Interfaces will supply to the Library the MILLENNIUM System, together with all Software needed for proper System operation, as described more particularly in Schedule A, not including the section labeled "OPTIONAL SOFTWARE", as set out in Schedule A, and which shall be available to the Library for library or archives use on its CPU without restriction except for protection of Innovative's intellectual property. Library may migrate the software to another machine, regardless of where purchased, using the identical operating system without additional cost except as it seeks to add modules, add libraries, or seeks the assistance of the Innovative in the migration. However, the software shall not be run on more than one hardware platform at a time except for a period of no more than one week during a cutover from one platform to another. Innovative Interfaces may bill for migration assistance it provides at its published rates.

The Library may share the use of its system with additional libraries, including branch libraries or unaffiliated libraries not part of the Library at the time of signing, to conduct library or archives business without restriction except as spelled out in the Contract. The Library may require the other libraries to share costs. Innovative may charge for additional profiling and profiling maintenance. Innovative also may charge for additional hardware, associate library licenses, additional staff user licenses, training and other services provided. All charges shall be at Innovative's published rates, less 15 percent in the first

12 months from initial installation, 10 percent in the second 12 months, and five percent in the third 12 months. No library larger than Library shall be added to the system.

- 4.02 Innovative Interfaces shall retain ownership of the Software and all modifications thereto. Each licensed Software product, and all reproductions, corrections, modifications, enhancements and improvements thereof, provided by Innovative Interfaces to the Library, are the exclusive and proprietary property of Innovative Interfaces. Title and full ownership rights in all licensed Software products and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and Innovative Interfaces' intellectual property are reserved to and shall remain proprietary to Innovative Interfaces. The Library shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within any licensed Software products and related materials.
- 4.03 Innovative Interfaces hereby grants to the Library, upon payment in full of the Purchase Price, a non-exclusive license, to use a single copy of the Software in conjunction with the Equipment.
- 4.04 To the extent authorized by law, the Library agrees to keep confidential all material and documentation relating to the Software and any modification thereto. The Library will not make available or distribute any program code or description associated with the MILLENNIUM System in any form whatsoever to third parties without the prior written approval of Innovative Interfaces. Innovative Interfaces acknowledges that the Library is subject to the Texas Public Information Act (Ch. 252, Tx. Gov't. Code), and as such, all documentation relating to the software and modifications thereto may be subject to public release. The Library shall inform Innovative Interfaces in writing prior to such release, if any.
- 4.05 Innovative shall provide all available indexes within the purchase price. It shall supply a list of all available indexes within two weeks of completion of negotiation and prior to contract signing, provided Library has signed Innovative's non-disclosure agreement. Library shall treat the list as confidential and shall not make it available to other than its staff members.
- 5.00 **DOCUMENTATION**
- 5.01 Within two weeks of the signing of the Agreement, Innovative Interfaces will supply all standard materials published by and then available for online use by purchasers of MILLENNIUM Systems including the *Getting Started With MILLENNIUM* manual on the Internet and the *MILLENNIUM User Manual*, other relevant materials and documentation. At the time of installation, Innovative Interfaces will provide complete System documentation to support all functions as specified in Schedule D.
- 5.02 All materials, documents and other information provided by Innovative Interfaces to the Library pursuant to Section 5.01 shall, if so identified by Innovative Interfaces at the time of delivery thereof, be and remain confidential in the possession of the Library and the Library shall not copy or disclose any of such confidential materials, documents or other information to any third party whatsoever, unless in accordance with the Texas Public Information Act (Ch. 552, Tx. Gov't. Code). The Library may however copy the material for internal use.
- 6.00 **SUPPLIES**
- 6.01 The Library is responsible for the acquisition at its own expense of all supplies to be used in the day-to-day operation of the System including, without limitation, paper, magnetic tape, ribbons for printers and forms.

- 6.02 Innovative Interfaces will advise the Library of the specifications, quantities, sources, and required uses of any supplies which are necessary for the installation of the System.

7.00 SPECIAL DECLARATIONS

- 7.01 Innovative Interfaces represents and warrants that the Software will contribute to the System the qualities and functions described in Schedule D.
- 7.02 The Library will supply Innovative Interfaces with a tax exemption number or pay any and all State and Local taxes with respect to the acquisition by it of the System or any part thereof. If the Library becomes non-exempt at any time and such taxes become applicable, the Library agrees to indemnify, to the extent permitted by Texas Law, Innovative Interfaces with respect to any liability or expense incurred by Innovative Interfaces in respect thereof.
- 7.03 Title to the Equipment shall pass to the Library upon full payment of the Hardware. Prior to the passage of title, the Library shall not encumber the System or any part thereof nor permit a third party to take possession thereof in any way whatsoever prejudicial to the rights and interest of Innovative Interfaces therein.
- 7.04 Upon delivery to the Library of any portion of the Equipment, the Equipment will be insured by the Library on the same basis as the Library insures similar equipment. The Equipment will be insured for the replacement value of the Equipment until full payment has been made to Innovative Interfaces as provided hereinafter. Innovative Interfaces shall be entitled to receive written proof of insurance upon request.
- 7.05 At the time of delivery of the Equipment thereof and thereafter until the Library acquires title thereto pursuant to this Agreement, Innovative Interfaces represents and warrants to the Library that Innovative Interfaces has and will have good title to the Equipment and the right to sell the same and that upon completion of the installation thereof the Library shall obtain good and marketable title to the same and that all Equipment will be new and conform to the specifications set forth herein.
- 7.06 Innovative Interfaces represents and warrants that it has the full right to deliver to the Library the Software and that, on acceptance by the Library, the Library shall have license and rights granted herein to use the same free from any lien, claims, charges or encumbrances, and that such rights shall survive the expiration hereof; provided however, that the Library shall have no right to sub-license or assign its rights in respect to the Software or any part thereof.
- 7.07 Neither party shall divulge or disclose to any third parties any confidential information concerning the affairs of the other party which come to the knowledge of such party as a result or in performance of this Agreement of the other party unless such information becomes publicly available through no fault of Innovative Interfaces or the Library. Innovative Interfaces acknowledges that such information may be subject to public release pursuant to the Texas Public Information Act (Ch. 552 Tx. Gov't. Code). The Library shall inform Innovative Interfaces in writing prior to such release, if any.
- 7.08 Neither Innovative Interfaces nor the Library shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage or by rain, fire, flood, act of God or by any cause which is unavoidable and beyond its reasonable control.

- 7.09 In the event a force majeure circumstance (e.g., an "act of God") which affects 25 percent or more of the system (measured by value) exists for 120 days or more, either party may have a right to terminate, with the Library to have a right to return all hardware and software shipped, whether paid or unpaid, with full refund for everything paid but not yet accepted, and a full refund less depreciation of two percent per month starting 30 days after installation. Shipping costs shall be borne by Innovative. Innovative Interfaces is not liable for loss or damage suffered by the Library or any third party not caused by the employees, agents or Equipment of Innovative Interfaces.
- 7.10 INNOVATIVE INTERFACES IS NOT LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED.
- 7.11 Innovative shall notify the Library of any software release that may adversely affect performance because the software release would require more CPU resources. The Library shall have the option of accepting or refusing such a release. If the Library accepts a release after being advised of its possible adverse effect on performance, it shall not exercise the remedy of maintenance payment reduction.
- Innovative shall support the superseded release for three years following the new release at no additional charge above the regular maintenance rates. Should the Library initially refuse a new release, it may, at anytime within three years of such refusal, ask that the then current release be supplied at no additional charge as long as the Library continues to make maintenance payments.
- 7.12 If the hardware or software (or any part thereof) becomes, or in the opinion of Innovative may become, the subject of a claim based on an alleged infringement of another Party's rights, Innovative may modify the system, procure for the Library the right to use the system, or make an equivalent substitution. If none of the foregoing solutions are feasible, Innovative may have return of the system by permission of the Library and refund of the full purchase price, less two percent per month starting 30 days after installation. Permission shall not be unreasonably withheld.
- 7.13 If Innovative continues in business, but fails to issue a software maintenance release ("bug fixes") for eighteen (18) months when one would have been appropriate, Library may change from annual software maintenance payments to hourly service at \$210 per hour, with Innovative to commit that it will take care of needed "fixes" or provide the source code to a sub-contractor to provide the "fixes." A minimum of 100 hours of such service shall be available under these terms.
- 7.14 The purchase price agreed upon shall include a graphical user interface (GUI) for each staff user license. The user interface for the patron access catalog shall be Web-based.
- 7.15 Other than the Web-based online patron access catalog, which the Library will install initially, Library may replace the GUI interface for all or part of its staff clients (all modules except patron access catalog) with a Web interface anytime within two years of such interface being made available in general release as Innovative's primary staff user interface for that application. There shall be no additional charge provided Library has a current software maintenance agreement. Library shall remove the GUI interface within three months of installing the Web-based staff interface or shall pay for having two user interfaces for a module.
- 7.16 If both interfaces are used, the maintenance rate for the GUI interface shall be half that for the Web interface.

- 7.18 As long as the library keeps the turnkey hardware current with maintenance, Innovative will supply updates to the operating system which Innovative deems necessary to support the Millennium system.

8.00 INSTALLATION AND TRAINING

- 8.01 All shipping and insurance costs to and from the site are included in the Purchase Price of the System, as listed in Schedule A. All payments to shipping agents and for insurance fees shall be made directly by Innovative Interfaces and the Library shall make no payments to any firm concerning the shipment, installation, and delivery of Equipment which is not a part of this Agreement and for which exact payments are not described.

Innovative Interfaces shall be responsible for all arrangements for the shipment of Equipment to the Library and movement of the Equipment from the protective storage area within the Library to the prepared computer site within the Library. Innovative Interfaces shall also be responsible for removal of all debris and packing materials from the Library site resulting from the installation of the Equipment or the Software.

- 8.02 Innovative Interfaces shall provide to the Library within two weeks of contract signing the information necessary to enable the Library to prepare the Installation Site for the Equipment in accordance with the instructions of Innovative Interfaces. This information is set out in the "*Getting started with MILLENNIUM*" Manual on the Internet. Access will be provided to the Library after the contract is signed. The Library shall at its sole expense prior to the date agreed upon for hardware installation provide all necessary installations and the like which shall be required for proper functioning of the System. The Library will further ensure that, prior to the acceptance dates set out in Schedule C, access to the System in any form will be restricted to persons directly or indirectly involved in the implementation of the System. Such access shall not hinder Innovative's access to the System. The Library shall complete site preparation prior to the date of installation of the hardware, and the site shall thereafter be available for inspection and approval.

Innovative shall provide detailed site preparation instructions for the central site and guidelines for the preparation of remote sites, including cable specifications and power and environmental requirements. After Library has completed site preparation, Innovative shall visually inspect and certify the central site prior to the installation of hardware. The inspection shall be at Innovative's convenience, and may be as late as the beginning of installation. If the inspection is earlier on a specific date required by Library, Innovative may charge a \$1,500 inspection fee, exclusive of reasonable expenses. Innovative shall not be liable for poor workmanship or for materials that do not meet its site preparation specifications, but Innovative shall be liable for any modifications it requires about which the Library was not advised in writing prior to beginning site preparation.

- 8.03 All costs and expenses related to the site preparation shall be at the sole expense of the Library.
- 8.04 Delivery and installation of all purchased modules and sub-modules shall be between 80 and 120 days from signing or as modified by mutual agreement, subject to the Library submitting bibliographic tapes of the records to be loaded at least 45 days before the scheduled installation. Installation shall include testing of the server with the existing network. Library shall be responsible for loading and configuring client software after appropriate training by Innovative.

If Library needs to relocate the central site anytime within seven years of initial installation, and the software is under current maintenance by Innovative, Innovative shall provide telephone de-installation and re-installation consultation at no additional charge and, if required, on-site support services for the central site hardware at a price not to exceed \$3,000, exclusive of reasonable travel and travel related expenses, provided de-installation and re-installation do not require more than one two-day visit. Library shall be responsible for retaining a qualified moving firm.

8.05 Innovative Interfaces will provide staff for complete on-site training of Library personnel as described in Schedule F.

8.06 Prior to the acceptance dates set out in Schedule C, Innovative Interfaces shall have first priority of access to and use of the System for purposes of diagnosis.

9.00 **ACCEPTANCE**

9.01 The testing of the System shall be completed jointly by Innovative Interfaces and the Library to the mutual satisfaction of the parties.

9.02 Acceptance of Equipment

Upon completion of the installation of the Equipment, Innovative Interfaces will notify the Library that such Equipment has successfully been installed and complies with the Hardware specifications as listed in Schedule A.

9.03 Operational Testing

The Library may waive one or more of the acceptance tests. If undertaken, the acceptance tests shall consist of full function, reliability, and response times tests at the Library's discretion. The Library shall begin the tests within 60 days of installation, database load, and completion of initial training. Reliability shall be measured over a period of 30 days. The other tests shall be undertaken during the same 30 days. Written notification of test results shall be submitted by the Library within 15 days of completion of the tests. If a test is failed, it shall be repeated up to two times.

9.04 Functionality Testing

The functionality of each module shall be determined by ascertaining the presence or absence of each feature committed in Innovative's Proposal and product literature except the test shall not include features for which Innovative has quoted a delivery date later than the scheduled test completion date. The Library may use Innovative's own full-function test, but does not waive the right to look for anything else committed by Innovative.

9.05 Reliability Test

Reliability shall be determined by Schedule G.

The Library may use Innovative's reliability and response times tests, but reserves the right to test for all uptime and response time requirements as per the table of coefficients and response times in the RFP. Response times shall be tested using a script on a directly connected client.

Should the system not pass the reliability or response times test, the test shall be repeated. If the system again fails to pass, a third 30-day test shall be undertaken. If the system does not meet the reliability or response times requirements by the end of the third acceptance test, Innovative shall provide a hardware upgrade at its expense to bring system performance up to the agreed upon level.

9.06 Response Time Test

Response time shall be determined by Schedule H. The Library may have Innovative Interfaces conduct its standard reliability and standard response time tests, but reserves the right to test for all uptime and response time requirements.

Should the System not pass the response time test, the test shall be repeated. If the System again fails to pass, a third test shall be undertaken. If the System does not meet the requirements by the end of the third acceptance test, Innovative Interfaces shall provide a hardware upgrade at its expense to bring the System performance up to the agreed upon level.

9.07 The Library may waive an acceptance test. If a test has not been undertaken in the two hundred and forty (240) days following installation and completion of initial training, the Library shall be presumed to have waived the test. The Library shall decide at the end of the acceptance tests whether the system meets all of the functional requirements the Innovative agreed to meet. If the system does not, the Library may (a) waive the requirement, (b) require removal of the system with a full refund of all monies paid if Innovative has not remedied the deficiencies within 90 days, or (c) enter into negotiation. with Innovative Interfaces.

9.08 All testing shall be completed within two hundred and forty (240) days of initial installation and MILLENNIUM System training. If Innovative Interfaces is not notified of a failed test, it will be conclusively presumed that the tests have been passed.

9.09 The Acceptance tests may be repeated as new modules are implemented, except functionality previously successfully tested shall not be retested unless there is evidence that the loading of new software has adversely affected the functionality of previously loaded software.

10.00 PAYMENT AND TITLE

10.01 The Purchase Price for the System and all rights and benefits herein contained shall be payable in lawful money of the United States at the times and in the amounts set forth in Schedule B.

11.00 WARRANTIES

11.01 Innovative Interfaces represents and warrants to the Library that:

- (i) The Equipment and all components thereof, the Software and all other programming aids and all other items supplied to the Library under the provisions of this agreement shall be and shall remain free from any and all defects and will conform to all stated specifications, provided that the Equipment and Software are used in accordance with Innovative Interfaces' operating procedure and are not abused or misused.
- (ii) For all Modules purchased, Innovative Interfaces warrants the functionality as listed in Schedule D, the minimum up-time as listed in Schedule G, and the maximum response times as listed in Schedule H.

- (iii) As of the date upon which title to the Equipment is transferred to the Library, the Equipment will be owned by the Library, and no person, firm or corporation shall have any interest therein other than Innovative Interfaces and the Library pursuant to this Agreement.

11.02 The representations and warranties by Innovative Interfaces as provided for Section 11.01 (i) shall continue in full force and effect for a period of one (1) year following completion of initial installation of the Equipment but the expiration of such period shall not affect the rights of the Library hereunder in respect of any claim of which Innovative Interfaces has then received written notice from the Library under the provisions hereof.

- (i). However, the performance guarantees continue for 5 years from contract signing if the system continues to be supported under the Hardware and Software Maintenance Agreement.

11.03 If without the approval of Innovative Interfaces, the Library shall:

- (i) exceed the System specifications as set forth in this Agreement; or
- (ii) utilize the System for a purpose which is unrelated to MILLENNIUM applications; or
- (iii) make modifications to the System or additions which will have an adverse impact on the System specifications as set forth in Schedule A,

then Innovative Interfaces shall be relieved from any responsibility for a breach of warranty under clause (i) of Section 11.01 and any other performance guarantees set forth in this agreement.

11.04 Innovative Interfaces expressly warrants this System for library related applications as specifically set forth in this Agreement. There is no warranty of merchantability or fitness, for any other particular purpose, which extends beyond the warranties as set forth herein.

11.05 If degradation in System performance occurs because the Library connects to the System equipment in violation of Section 7.11 or 7.12, then Innovative Interfaces is thereby relieved from any responsibilities from a breach of warranty and performance guarantees as set forth in this Agreement, until such time as the equipment causing the degradation is removed.

11.06 Should Innovative change its hardware platform, operating system, or programming language(s) to another hardware platform, operating system, or programming language(s) during the six years following installation, Innovative will support the Library's configuration in such a way as to provide functionality and performance substantially identical to that available to customers with the Innovative's most recent hardware platform, operating system, and programming language(s), except as the Library's configuration is technically incapable of supporting the functionality or it would cost twice as much to offer the functionality on the Library's system as on a new system. Library must have a current maintenance agreement to invoke this clause.

11.07 Innovative commits that the system is sized to support up to 100 concurrent users and shall be field-upgradable to support up to 200 concurrent users anytime within five years of installation provided the components are available from the original manufacturer or an after-market manufacturer.

If the system cannot be field-upgraded as represented, Innovative shall provide a suitable replacement at its expense.

- 11.08 The standard of reliability for future ongoing system performance for seven years following initial installation shall be 98 percent using the table of coefficients in the RFP as long as the system is kept under maintenance. "Scheduled downtime" for upgrades and other mutually agreed upon activities that make the system unavailable for normal use shall not be counted in the reliability calculation. Maintenance payments shall be reduced by five percent for each one percent reliability falls below 98 percent.
- 11.09 Response times shall remain within the maxima set forth in the RFP for seven years after initial installation as long as the transaction levels remain within those set forth in the RFP and the Library keeps the system under maintenance. If the Library perceives a deterioration in response times, Innovative shall resolve the problem within 60 days of notification of perceived deterioration by providing appropriately qualified personnel at its expense. If responses times are six seconds or more for circulation charge and discharge, the condition shall be deemed an "emergency" and resolution shall be within five days of notification that charge/discharge requires six seconds or more.

Library may reduce the monthly maintenance payment by five percent for each one-second average response times (the average of all of them) exceeds eight seconds.

- 11.10 Provided Library is currently paying maintenance, should the standard for online ordering and claiming change, Innovative shall provide and support online ordering and claiming per a standard necessary for Library to place online orders or send claims to its suppliers within six months of notification by Library.
- 11.11 Innovative shall profile and migrate all bibliographic, item, authority, patron, circulation transaction, acquisitions, and Ebsco serials records at the same time within the agreed upon purchase price. The patron records shall include the outstanding fees and fines, notes, and a payment history, if the history can be extracted from the Library's system. The acquisitions data shall include outstanding orders, vendor information, and current fund information. The serials data shall include MARC records and publication patterns for all current subscriptions unless that information cannot be extracted from the Ebsco-supplied records. The migration shall include retention of the patron IDs. Innovative shall be responsible for correcting any records that do not migrate properly unless tapes or records supplied by Library were not in the format agreed upon, or contain incomplete or incorrect data. Innovative shall supply a list of all records that were not migrated. One time gap records processing shall also be included within the agreed upon purchase price.

Should a separate loader profile have to be created for the serials records, the one time charge shall not exceed \$2,500.

12.00 **TERMINATION**

- 12.01 If, prior to payment by the Library of the Purchase Price in full, the Library defaults in payment of any sum due hereunder or otherwise fails to fulfill its obligations under this Agreement beyond sixty (60) days after receipt by the Library of written notice by certified mail from Innovative Interfaces of such default, then Innovative Interfaces shall have the immediate right to terminate this Agreement and

revoke the software license by notice to the Library and to enter upon the Library's premises to repossess and remove any Equipment or Software which is not fully paid for by the Library. The Library's obligation to pay all charges which shall have accrued shall survive any such termination of this Agreement by Innovative Interfaces and such taking of possession shall be without waiver of any other remedies Innovative Interfaces may have at law or in equity. In addition, the Library shall be responsible for reasonable costs of removal of the System, including but not limited to transportation and labor charges.

- 12.02 (i) If Innovative Interfaces does not fulfill its obligations to deliver, install and test the Equipment in accordance with the dates specified in Schedule C, or
- (ii) If the System when installed does not meet the specifications set forth in Schedule D, or
- (iii) If Innovative Interfaces is in default in respect of any covenant, representation, warranty and/or agreement provided herein, or
- (iv) If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces or its property, and the same be not dismissed within thirty (30) days, or
- (v) If Innovative Interfaces makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise,

then the same shall constitute an event of default by Innovative Interfaces hereunder, and upon the happening of any of the aforesaid events, the Library may upon sixty (60) days notice to Innovative Interfaces specifying Innovative Interfaces' default terminate this Agreement and such termination shall be without prejudice to any right the Library may have to damages at law or in equity; provided that if Innovative Interfaces or any of its Sureties, Guarantors or Indemnitors remedies such default within the said sixty (60) days period, this Agreement shall remain in full force and effect. Upon the happening of Section 12.02 (iv) or 12.02 (v), the Library will be entitled to receive and continue to use all materials related to all processes of the MILLENNIUM hardware and the source code for the MILLENNIUM Software. These shall be placed in escrow by Innovative Interfaces upon completion of installation and shall be accessible to the Library only upon the happening of Section 12.02 (iv) or 12.02 (v).

13.00 GENERAL PROVISIONS

- 13.01 No party to this Agreement shall have the right to assign its rights or obligations under this agreement except with the written consent of the other party hereto, which consent will not unreasonably be withheld.

The Library shall be entitled to transfer its system hardware, software, and documentation to any legal entity of which one or more of its libraries is a part without the payment of a relicense fee anytime within eight years of installation. If the system is transferred to an organization of which none of the original participants in the system is a part, the relicense fee shall not exceed thirty percent of the original fee; except that Innovative may require payment of reasonable reinstallation and training charges. The Library may transfer its license only to another library or consortium (including a not-for-

profit agency that sells services to libraries), not to a vendor of hardware, software, or services for profit; and transfer shall not be completed until the new library has signed Innovative's license agreement.

Further, Innovative Interfaces shall not sell its library automation product to another organization under a contract which relieves that organization of liability to perform under this Agreement.

- 13.02 There are no understandings, agreements or representations, expressed or implied, between the parties hereto not specified or embodied herein. Any prior commitments, written or oral, made by either party to this Agreement are superseded by this Agreement.
- 13.03 This Agreement shall not be modified, amended, rescinded, cancelled or waived in whole or in part, except by written instrument signed by the parties hereto and no waiver of any of the provisions of this Agreement shall constitute a waiver of any of the other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly so provided therein.
- 13.04 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. It is also subject to the Uniform Commercial Code, with all hardware defined as "goods" and everything else as "services".
- 13.05 The laws of Texas shall be used to interpret the Contract between the Parties. Any action shall be brought in Kerr County, Texas. In case of a dispute, the Parties shall first seek a mutual agreement to submit to binding arbitration before taking any other action. They shall also discuss good-faith arbitration and mediation as alternatives if they cannot reach agreement on binding arbitration.
- 13.06 This Agreement is not to be distributed by any party hereto to any third party without the written approval of the other party hereto.
- 13.07 All notices to be given to or received by the parties hereto shall be in writing and shall be delivered by messenger or mailed by prepaid registered or certified first class mail, with return receipt requested, to any such party at its address which:

in the case of Innovative Interfaces shall be:

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville, CA 94608
Attention: President

and in the case of the Library shall be:

The City of Kerrville
Butt-Holdsworth Memorial Library
505 Water Street
Kerrville, TX 78028
Attention: Library Director

Any party may by notice change its address for the purposes hereof. Any such notice shall be deemed to have been given, if delivered by messenger, on the date of its actual receipt, or, if delivered by mail, upon the date that it shall have been properly deposited in the mail.

- 13.08 Save as otherwise expressly provided, this Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.
- 13.09 This Agreement is made and becomes effective only when executed by a duly authorized officer of Innovative Interfaces at Emeryville, California.

IN WITNESS WHEREOF, the parties have executed, intending to be legally bound, this Agreement as of the date last written below.

THE LIBRARY

INNOVATIVE INTERFACES, INC.

By: _____
Name
Title:
Date: _____

By: _____
Name: Gerald M. Kline
Title: CEO/President
Date: _____

**SCHEDULE A
SOFTWARE AND HARDWARE**

Price Quotation
Butt-Holdsworth Memorial Library
Proposal for Millennium

MILLENNIUM SOFTWARE

License for 16 simultaneous staff Millennium users

License for unlimited OPAC users

WebPAC Pro Online Public Access Catalog

Unlimited WebPAC Pro User Licenses

- Millennium WebPAC Pro, including design template and staging port

Keyword Search Engine with RightResult™ advanced relevance ranking

- Keyword Spell Check capability (Did you mean...?)
- Link to enriched content: cover images, reviews, etc. (Content must be separately purchased)

My Millennium (Patron Empowerment)

- Place holds. Cancel, modify and freeze holds
- Self-renewal of items
- Save preferred searches
- Automatic notification of new material
- Maintain Reading History (Optional)
- Patron Ratings of library material
- Patron-initiated requesting, including multiple holds with shopping cart
- Export Records/Create a Bibliography

Collection Scoping

- Allows users to pre-limit searches to a subset of the database, such as the location from which they are searching or a material type

WebPAC Pro Ecommerce

Note: Requires Library to supply a Verisign certificate and an Internet-based merchant account

Cataloging

Unlimited Bibliographic, MARC Holdings, Item and Authority Record File Sizes

Cataloging Tools

Including:

- Full-screen edit
- Heading verification
- MARC code validation
- Online MARC manual
- Diacritic maps
- User-defined Macros
- Cut/copy/paste
- MARC21 Holdings support
- Single and Multi-item creation
- Label Printing
- Global Update of all record types
- Authority Control (Report Heading Changes software)
- Automatic Authorities Processing Software
- OCLC Interface via the network for all authorized staff users

Management Information and Report Writer*

- Create Lists of Records
- Statistical Report package
- Browser-based Management Reports (OPAC searches, Circ transactions, etc.)

**All Report Writers are provided with a site license and are available from all staff clients to all authorized users*

Circulation

Unlimited Item Record File Size and Unlimited Patron Record File Size

- Checkout / Checkin / Renewals / Patron Registration / Notices
- Sophisticated Holds functionality
- Circulation Notices via Email
- Millennium Offline Circulation Software (Site License)
- Homebound Module
- Mobile Collections
- Online Patron Registration

Acquisitions & Fund Accounting

Unlimited Order Record File Size

- Ordering / Receiving / P.O. Printing
- Invoice Processing and Fund Accounting
- Claiming
- Hierarchical Fund Reports
- Foreign Currency Conversion

- Support for up to 30,000 vendor records
- Vendor Statistics
- EDIFACT support for Electronic Ordering, Status Reports, and Invoicing
- Electronic Serials Invoice Processing

Serials Control

Unlimited MARC Holdings and Checkin Record File Size

- Checkin / Claiming / Routing / Binding
- Automatic MARC21 holdings update at checkin
- SISAC Barcode Checkin
- Electronic Claiming of Serial Issues

Database Management System & System-Wide Functionality

- Innovative Database Management System
- Full database indexing
- Full UNICODE Support
- Self-updating staff client software for all licensed staff modules
- User-defined function keys
- Keyboard and mouse equivalents
- User-defined screen colors, fonts
- File Transfer Software

Information and Referral Database

Z39.50 Software support for WebPAC Pro and all staff clients, including:

- Client & Server Software
- Broadcast Searching
- MARC record import
- OCLC Holdings update
- Enhanced content linking in all staff clients (Content must be separately purchased)

Web Access Management

- Patron authentication and forwarding to support remote access to licensed databases
- Controlled access to web resources by patron verification
- Permissions determined by patron category
- Optional IP proxy
- URL checking software
- Provides database access statistics

MILLENNIUM HARDWARE

Central Site Hardware utilizing the Innovative DBMS:

- IBM x3650 rackmount server
- Two (2) 2.66 GHZ Quad-Core Intel Xeon processor
- Eight (8) GB Memory
- Four (4) internal 73GB hot swap 15K RPM SAS drives
- Integrated hardware RAID controller
- 10/100/1000 Mbps network connectivity
- 835W power supply
- DVD-ROM drive
- DDS5 tape drive (internal)
- Remote system management card
- Red Hat Enterprise Linux

INNOVATIVE SERVICES

PROJECT MANAGEMENT

- Manage relationship between library and Innovative during implementation
- Develop schedule for major project milestones and migration plan
- Provide ongoing project consultation
- Prioritize implementation tasks for Innovative and library team members

HARDWARE / SOFTWARE SETUP

- Shipping, Setup and Installation of Central Site Hardware
- Setup and configuration of licensed Millennium software

TRAINING

- 12 Days of on-site training services (multiple on-site visits)
- All travel expenses included

IMPLEMENTATION CONSULTING

Up to 150 hours of consultation services by the Implementation Team for purposes of implementing the system, including project management, data profiling, and training support (excluding on-site training and travel to and from the site) Monthly reports during the project by the Implementation Team of hours used.

DATA LOADING SERVICES

All profiling and record loading services assume data will be provided from one source, the library's existing Polaris system. Setup of Profile Evaluation Database, consisting of subset of the library's records Includes revisions of Evaluation Database during evaluation period:

- Profiling services for initial Bibliographic, Authority, Item and Patron Records
- Load of Bibliographic and Item Records (Note 1)
- Load of Authority Records (Note 1)
- Load of Patron records (Note 2)
- Load of Circulation Checkouts, Holds, and Fine Totals (Note 2)
- Load of Acquisitions Order records and Serials holdings records (Note 2)

TRAINING SUPPORT

Telephone and email support answering questions about Millennium functionality

DOCUMENTATION

- Site license access to Getting Started with Millennium Manual
- Site license access to the Millennium User Manual
- Site license access to CSDirect (Customer Service web site)

Service Notes:

1. *Data must be provided in a single de-duplicated file in the USMARC Communications format, from a single source.*
 2. *Data must be provided in an Innovative approved format.*
-

Millennium Software, Hardware & Services

\$101,500

MAINTENANCE

Annual Maintenance Fees

Millennium Software

Year 1

Free

Year 2

\$20,000

Millennium Hardware

Year 1

Free

Year 2

\$3,065

SUBSCRIPTION PRODUCTS

Research Pro

\$7,500/yr

- Federated search engine providing access to multiple resources with a single search.
- Simultaneous searching across resources such as full-text databases, electronic journals, Internet search engines, locally developed databases, and abstract and indexing services
- Includes support for 9 standard resources and 30 additional resources, selected from an Innovative-provided list of resources
- Results lists are returned to the user in a consistent interface customizable by the library, identified by source, and hyperlinked to hits at the source
- Patron verification is performed for all databases using Web Access Management
- Multi-protocol searching is supported including Z39.50, HTTP, and SQL
- Allows patrons to define a "My Databases" list of preferred databases within their My Millennium account
- Includes support for 5 Research Pro resources within Encore (Encore sold separately)
- Annual fee begins Year 2

NOTES

General

- Prices do not include any applicable taxes, which are the responsibility of the Library.
- The allowance given applies to the total price of this System configuration only. Therefore, no component of this package can be returned to Innovative for credit or refunds, unless defective.
- All prices given are valid for a period of 90 days from the date of the proposal.
- Maintenance of peripheral equipment purchased from Innovative is the responsibility of the Library, unless otherwise specified.

Central Site Hardware

- The Central Site Hardware is configured to support 300 simultaneous users (200 WebPAC Pro and 100 staff users); additional memory may be needed to support users above these numbers.
- The Central Site Hardware is configured to support 250,000 Bibliographic records, 255,000 Item records, 60,000 Authority records, 50,000 Order records, and 30,000 Patron records; additional disk may be needed to support the database above these numbers.
- Central Site Hardware maintenance and support services include a one (1) year Free Maintenance Period, unlimited access to a 24-hour Helpdesk via a toll-free phone number, installation of operating system patches and upgrades as needed, and the provision of a diagnostic modem

Software

- MILLENNIUM Software Maintenance and support services include a one (1) year Free Maintenance Period, unlimited access to a 24-hour Helpdesk via a toll-free phone number, regular MILLENNIUM Software enhancements, and new editions of the MILLENNIUM User Manual.
- For Innovative to provide service and maintenance to the site, direct, high-speed Internet access is required.
- Any data supplied in non-MARC format must first be reviewed by Innovative for analysis prior determining a price for loading into the System.

**SCHEDULE B
PAYMENT SCHEDULE**

<u>GRAND TOTAL</u>	<u>\$101,500</u>
---------------------------	-------------------------

- | | | |
|----|--|-----|
| a. | Due within 30 days of contract signing | 20% |
| b. | Due within 30 days of system installation and start-up | 35% |
| c. | Due within 30 days of completion of initial training | 25% |
| d. | Due within 30 days of completion of acceptance testing | 20% |

The annual subscription price for Research Pro federated searching will be due at the beginning of each year beginning with Year Two, which will be invoiced one year from contract signing

Payments will be due 30 days after invoice. Interest of 1% per month of the full outstanding amount will be charged for late payments.

These amounts are excluding taxes. The Library will be responsible for all applicable taxes.

SCHEDULE C PROJECT IMPLEMENTATION PLAN

This Project Implementation Plan is designed to provide the Library with a general timeline of events. The Final Project Implementation Plan may vary with respect to the dates and order of events as mutually agreed upon between the Library and the Innovative Interfaces Team. The timing of the initial events in this plan reflect typical practices which are dependent on key deliverables from the Library and current availability of Innovative staff resources. From time to time, the Library and Innovative Interfaces may jointly review the Final Project Implementation Plan and make such revisions to it as are mutually agreed upon. This review shall also serve to clarify each event and establish intermediate events and dates as necessary. A delay in any one such event shall cause a delay in all subsequent events. Delays are subject to rescheduling as resources are available.

ESTIMATED DATE OF EVENT	EVENT NUMBER	RESPONSIB LE PARTY	DESCRIPTION
_____ 2010 date of last signature (Day 0)	1	Both	Contract signing
Day 14 (Within 2 weeks of contract signing)	2	Innovative	Provide library with access to Innovative Guide and Reference and Getting Started Manual (GSM)
Day 14 (Within 2 weeks of contract signing)	3	Both	Initial conference call between Project Leaders
Day 30 or At least 30 Days prior to Initial Training	4	Library	Deliver Bibliographic, Item, and Authority Data to Innovative
Day 30 or At least 30 Days prior to Initial Training	5	Library	<i>Complete preparations for Hardware; submit completed Hardware/Network forms to Innovative;</i> If applicable, the Third Party Hardware Vendor installs CPU and makes system available to Innovative
Day 31 through 54 or Starting at least 30 Days prior to Initial Training	6	Innovative	Start the process of configuring Millennium System to load Profile Database for Initial Training
Day 31 though 54	7	Library	Deliver additional sample data as applicable: *Patrons *Circulation Transactions

			(checkouts, holds and fines) *Serials Summary Holdings *Funds, Vendors, Orders *Course Reserve
Day 60 (Week 8) or At least 30 days after Innovative receives Bibliographic, Item and Authority Data from Library	8	Innovative	Start Initial Training - 3 days; includes OPAC & Database Evaluation, Systems Administration I & II with WebPAC administration and Circulation Parameters <i>and</i> if applicable, Innovative installs CPU (1/2 day)
Week 9	9	Library	Begin entering System Parameters
Week 9 through 12 or Upon completion of Initial Training	10	Library	Profile Database Evaluation Period; 4 weeks allowed in standard timeline – this is adjustable based on library preferences
Week 13 or Upon completion of Profile Evaluation	11	Both	Reload of Profile Database
Week 14 or approximately 6 weeks after First Training Visit	12	Innovative	Training Visit 2 (3 days; includes Cataloging I, Circulation I, Acquisitions I with Parameters <i>or</i> Serials I)
Week 15-16	13	Library	Profile Verification
Week 17 or before Third Training Visit	14	Library	Complete System Parameters
Week 18 or As scheduled ¹ following final database load	15	Innovative	Training Visit 3 (3 days; includes Cataloging II, Circulation II, Acquisitions I with Parameters <i>or</i> Serials I)
Week 19-20 or Following Training Visit 3	16	Both	Final Bibliographic, Item, and Authority Data loaded to Millennium server (Library loads Data, Innovative monitors the load)
Week 20 or Following final database load	17	Library	Begin preparing Staff and System for Live Circulation and WebPAC
Week 21 or Upon completion of	18	Library	Live Cataloging; extract Gap Bibliographic and Item Data.

¹ The scheduling of this and all subsequent Training Dates is based upon mutual agreement between the library and Innovative.

Cataloging Training and prior to Live Circulation			
Week 22 or Following Live Cataloging and prior to Live Circulation	19	Both	Load Gap Bibliographic and Item Data (Library loads Data, Innovative monitors the load)
Week 23 or Week prior to Circulation Migration and/or Live Circulation	20	Both	Load Patron Data (Library loads Data, Innovative monitors the load)
Week 24 or As scheduled after Circulation Training	21	Both	Circulation Migration (load checkouts, fines, holds), if purchased (Library delivers Data, Innovative loads Data)
Week 24 or Upon completion of Circulation Migration; or, several weeks following Circulation Training if no Circulation Migration	22	Library	Live Circulation and WebPAC
Week 25 or As scheduled	23	Innovative	Training Visit 4 (3 days; includes Acquisitions II, Serials II and wrap up)
Week 26 or As scheduled	24	Both	Load Acquisitions Data, if acquisitions module purchased (Library Delivers Data, Innovative Loads Data)
Week 27 or Upon completion of Acquisitions Data load; or, upon completion of Acquisitions Training if no Data load	25	Library	Live Acquisitions
Week 28 or As scheduled	26	Both	Load Serials Data, if serials module purchased (Library loads Data, Innovative monitors the load)
Week 29 or As scheduled	27	Library	Live Serials
As scheduled by Library with Innovative	28	Both	Additional Training and Data Loads as purchased

SCHEDULE D
MILLENNIUM SYSTEM SPECIFICATIONS

In addition to the *Getting Started with MILLENNIUM* and the *MILLENNIUM User Manual* on the Internet, Innovative Interfaces' response to the Library's RFP shall serve as Schedule D.

Negative responses in Innovative's Proposal shall stand unless specifically changed to positive responses in negotiation or written representation. In case of ambiguity among the documents which constitute the Contract, the hierarchy shall be: the Summary of Negotiation, the body of the Contract with all of its schedules and addenda, any written representations made after Innovative's Proposal was submitted, the Innovative's Proposal, and the RFP. Ambiguous words or phrases shall be interpreted as an intent to commit; the words "no" and "not" shall mean there is no commitment unless the Parties have specifically agreed to modify such words. Innovative may review its Proposal and advise of any ambiguous responses that it wishes to change to negative responses. It shall request the changes within ten days of receipt of the Summary of Negotiation.

SCHEDULE E

MILLENNIUM TAPE LOAD PROCEDURES

Innovative Interfaces will provide to the Library, for the price listed in Schedule A, MILLENNIUM tape loading services for data in the MARC Communications format consisting of the following:

- * Profiling & Specifications Set-Up
- * Test MILLENNIUM System
- * Conversion of 9-Track, DAT or via FTP Tapes to Cartridge tape
- * Initial Tape Load
- * Monitoring of Tape Loads

A. PROFILING AND SPECIFICATIONS:

Using the worksheets from the Getting Started manual, Innovative Interfaces will configure the MILLENNIUM SYSTEM to specifications as agreed upon by both Innovative Interfaces and the Library. These profiles include Field Definitions and Indexing.

B. TEST MILLENNIUM SYSTEM:

A test set of records (Profile) will be loaded into the MILLENNIUM SYSTEM for examination by the Library. Approximately 20,000 records are loaded as part of the test. It is the responsibility of the Library to examine the Profile to determine if records are being loaded according to the agreed specifications. If adjustments need to be made, Innovative Interfaces will make adjustments at this point in load processing and re-do the Profile. Upon written approval of the Profile by the Library, the remainder of the records in the initial load will be loaded into the MILLENNIUM SYSTEM.

C. RECORD DELIVERY:

Innovative will construct the MILLENNIUM database from machine-readable records which the Library must provide on tape or make available via FTP.

Machine-readable, deduped records must be received by Innovative Interfaces no later than forty-five (45) days before hardware installation. Additionally, tapes must have an external label that states the Library's name and the number of logical records on the reel.

All records of a particular type must come from a single source (e.g., one tape vendor). Different types of records may come from different sources (e.g., a bibliographic utility for Bibliographic records and the campus computer center for Patron records).

Magnetic Tape Specifications

The tapes you send to Innovative must meet the following specifications:

☐ MARC communications format (specify MARC 21, UKMARC, UNIMARC, CMARC, or other).

☐ Either 1/2" 9-track magnetic tape (1600 or 6250 bpi), 4mm DAT, or FTP access files. FTP access files may be compressed, but must use the Lempel-Ziv coding format.

☐ ASCII format.

- ☐ Data must be unblocked and unspanned. Please do not submit MARC 21 blocked or spanned data (ANSI X3.27) without first consulting Innovative.
- ☐ Tapes must be unlabeled (internally).
- ☐ Maximum 50,000 records per file or 50MB of data, whichever is smaller.

D. INITIAL TAPE LOAD:

The initial tape load can consist of the following possible types of records:

- a. Bibliographic (or Bibliographic and Item)
- b. Authority
- c. Patron

Tapes for the initial bibliographic, authority, and patron load must be received forty-five (45) days prior to the install date.

The initial load consists of one complete set of tapes for each possible type of record: Bibliographic, Authority, or Patron. Each set of tapes for a type of record must meet the following criteria:

- a. DE-DUPED: Each record should occur only once per set of records. If a record occurs more than once, all multiple occurrences will be loaded.
- b. ONE SOURCE: All tapes for a particular type of record must be submitted from a particular source, such as one tape vendor. Different types of records may come from different sources, such as a tape vendor for bibliographic records and the campus computer center for patron records.

Location information which can be derived from holding symbols in the records will be loaded using mapping techniques. From the MARC records, fields and/or subfields may be loaded or excluded from the MILLENNIUM SYSTEM database. All data within the loaded fields/subfields are stored as they appear on the tape record.

E. MONITORING THE TAPE LOAD:

While the load process is in progress, Innovative Interfaces will monitor the load to assure that disk allocations and other System needs are correct. The Library is responsible for executing the procedures to load the remaining records and maintaining the database conversion log.

Once the initial tapes are loaded, the tape load is complete.

GAP TAPE LOAD:

Gap tapes represent records which have been produced between the time the initial load tapes were produced and when the Library begins adding new records directly on the MILLENNIUM SYSTEM.

Although gap tapes are not part of the initial load, Innovative Interfaces, as part of its on-going service, will work with the Library in loading these records. One set of gap tapes, if received within six (6) months of System installation, will be loaded and monitored as described above at no additional charge.

Often the gap tape records have been pre-processed by the same tape vendor as for the initial load. If the gap tapes are from a different source, they may require profile changes. Innovative Interfaces will adjust the loading parameters to accommodate these profile changes. However, all tapes that are part of the gap load must be from one source, using the same profiling and load parameters.

Tapes that will be loaded as part of the gap tape load are:

- a. Bibliographic (or Bibliog. and Item) Records
- b. Authority Records

All tapes that form the gap tape load should be de-duped, that is each bibliographic (or authority) record should only occur once for the entire set of tapes. The consequence of not having the tapes de-duped is that records will load multiple times.

During the gap tape load, the Library does have the option to overlay existing records with the incoming records. The principle of the overlay is that all bibliographic information in the existing record is replaced by the incoming record. Overlays are based on the matching of one indexed field (e.g. OCLC number). If the incoming record matches more than one record in the database, it may either be loaded as an additional record or rejected entirely. It will not overlay just one of the existing records.

If circulation item records are attached to the existing bibliographic record, these item records will be retained without changes. Any item information in the tape record will be used to attach an additional item to the bibliographic record. The overlay process does not replace or modify existing item records.

ADDITIONAL SERVICES:

If the Library requires additional record conversion (e.g tapes from multiple sources) or loading services, Innovative Interfaces may be able to provide these services for an additional charge. The Library shall contact Innovative Interfaces for availability and pricing information if they are interested in additional conversion services.

Patron Records

Patron records may be loaded from tape or by file transfer into your MILLENNIUM SYSTEM provided they are in one of the three formats listed below:

- . MARC-like format (unblocked and variable length, i.e. if written on an IBM mainframe, RECFM=U)
- . 80 column punched card image format
- . text file

Regardless of the format chosen above, the data must be in ASCII (8 bit).

A fourth format is available for libraries that can transfer the patron file into a file on a PC. In that case, you can use the SOFTERM PC program to transfer that file (using the XMODEM protocol through the COM port on the PC) into your Library's MILLENNIUM SYSTEM.

MARCFORMAT 1:

Each field is identified by a MARC tag. All fields are optional. Each MARC-like patron record consists of three sections:

- . Leader
- . Directory
- . Variable-length fields

Leader

The leader is 24 bytes long (byte count 0 through 23). The first 5 bytes (0-4), right justified with zero fill, represent the logical record length. (The length of the record includes the five-byte record length and the record terminator.) Bytes 12 through 16 (from offset 0) contain the 'base address', which specifies the first character position of the first variable length field, and is equal to the sum of the lengths of the leader and the directory, including the field terminator at the end of the directory. The number is right-justified with zero fill. (The base address minus one is evenly divisible by twelve.) The remaining leader bytes should be set to ASCII blanks.

Directory

The directory is a list of the variable-length fields. It contains one 12-byte entry for each field in the record. Each entry consists of the field tag (3 bytes), the length of the field (four bytes) and the starting position of the field relative to the base address (five bytes), e.g., the entry 015000800020 indicates variable field 015 which is 8 bytes long and starts at position 20 after the end of the directory. The first field in the record starts at offset 00000, i.e. the first position after the end of the directory. The directory ends with a field terminator (hex 1E).

FieldsVariable-length

Variable fields are identified by the three character tag which is stored in the directory. Each variable field begins with two blanks, followed by a hex 1F (subfield delimiter) and then a lower-case 'a', and then the remaining data in the field. Each field ends with a hex 1E (field terminator). The last character in the record is a hex 1D (record terminator).

There is a sample record on page 32.

Patron Record Content

The minimum needed for a patron record in the MILLENNIUM SYSTEM is a name, tagged as a 100 field. All other fields are optional, and will vary from institution to institution. With one exception (note), fields are not repeatable. Empty fields - that is, fields for which you have no data - should be excluded from the records and from the record directory.

Records on tape can overlay existing records based on any indexed field in the record. For example, if the Library includes the social security number in tag 010, it is possible to overlay based on the social security number. It is not possible to use more than one overlay point and it is not possible to vary the overlay tag from record to record. When records are overlaid in the MILLENNIUM SYSTEM, the original record is replaced by the new record. Selected fields may be protected from being overlaid (e.g. circulation information, fines, etc), but it is not possible to transfer selected fields. Fields which will be found on the incoming tape (e.g., name) should not be protected on overlay. Otherwise, both forms of name will be retained.

Libraries may mark records for deletion by adding a 070 field with a content of the letter 'D'. Upon tape load, the patron records are coded for deletion. They are not immediately deleted from the database.

Following are the fields defined for the MILLENNIUM SYSTEM patron records. Feel free to contact your Innovative Implementation Consultant if you have any additions you would like to make. Standard tags are:

Tag	Data
010	Social security number
020	Institution-assigned ID number
030	Barcode number
070	Delete code (the letter "D") if record is to be deleted
080	Expiration date of patron's library privileges (mm-dd-yy), e.g. "02-15-90".
081	Patron code 1 (one character)
082	Patron code 2 (one character)
083	Patron code 3 (000-255), e.g. "003"
084	Patron type (000-255), e.g. "003"
085	Home library code (five characters), e.g. "art "
100	Name (last name first, separated from first name(s) by a comma)
220	Local address (line breaks for printing designated by a "\$", max is four lines)
225	Local telephone number
230	Permanent address (same format as field 220)
235	Permanent telephone number
500	Note (up to 80 characters)

Sample Patron Record

- = subfield delimiter (hex 1F)
- = field terminator (hex 1E)
- = record terminator (hex 1D)
- = ASCII blank

010□□□a123-45-6789□

00459000000021700000000100016000000150013000160200
130002903000
22000510790013000640800013000770810006000830820006000890830
08000
97084000800105085001000115100002100136220002400160225000900
69230
0042002112350017002280000a123-45-6789000aR0078986000
87-B125300
00a201306000040012340000a12-31-880000a06-01-
900000ab0000ax0000a00
50000a0010000amainl0000aStudent, JohnA.0000aBox032
ThisCampus
000a23790000a123AnywhereSt.\$SmallTown,OH4321000
a415-555-12
3400

the field is a lower case letter that indicates what the field is, e.g. n for name, or a for address. In addition, the first field in any record is the mandatory ZERO field. Below is a description of the ZERO field, and a standard list of lowercase one character alphabetic field codes.

Fields that are not used in any particular patron record do not need to be included in the data sent to the MILLENNIUM SYSTEM.

If a field requires more than 79 characters, it may be continued on a second "card". In that case the first character of the second card is a plus sign, indicating that the card continues the previous card. Fields shorter than a card have the rest of the card filled out with blanks.

Fields Used

n name (last name first)
a address1 (each "line" separated by a dollar sign)
t telephone number
b barcode, etc.
h address2
p second telephone number
x note
d department
u institution-assigned ID number (such as, Social Security Number)

Other fields may be defined in consultation with your Implementation Consultant.

FieldZero

The first field in the record is the zero field, and it contains the following 24 characters of fixed length data:

Zero Field Contents	Size
Field code	1 char.(a zero)
Patron type	3 digits (000 to 255), e.g. "003"
Patron code 1	1 char. e.g. "a"
Patron code 2	1 char. e.g. "b"
Patron code 3	3 digits (000-255), e.g. "002"
Patron's home library code	5 chars. e.g. "art "
Patron message code	1 char. e.g. " " □ blank space
Patron block code	1 char. e.g. "-"
Patron exp. date	8 chars. (mm-dd-yy), e.g. "02-15-90"

Fields should be blocked, so that 8,000 characters are transmitted at a time.

Example: 0255ab255xxxxx 06-30-90
 nJones, John
 a234 West 9th St\$Anytown, SA 94321
 t456-1234
 p(312) 312-4567
 b2 1234 12345 1234

Note: the dollar sign in the third line indicates a new line when printing circulation notices.

Format 4:

Example	RECORD:<CR><LF>0255<CR><LF>1a<CR><LF>2b<CR><LF>3255<CR><LF>4xxxxx<CR><LF> 5-<CR><LF>6-<CR><LF>706-30-90<CR><LF> n234 West 9thST\$Anytown, SA 94321<CR><LF>t456-1234<CR><LF> p(312) 312-4567<CR><LF>b2 1234 12345 1234<CR><LF>
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SCHEDULE F
TRAINING

Training Schedule below is applicable only to those modules or products purchased herein and set forth in Schedule A hereto. This section is intended to be used as a guideline and not as a contractual standard for performance of training.

<u>MODULE - FUNCTION</u>	<u>Days of Training</u>
INSTALLATION	As needed
MILLENNIUM SYSTEM DATABASE.....	1.0
Searching the database	
OPAC features such as:	
Analysis of patron searches	
Patron Suggestions	
Report Generator, including	
Creating lists of records	
Statistical reports	
SYSTEM MAINTENANCE	1.0
Backing up data to tape	
Passwords	
Loading records from tapes	
Various system files	
CATALOGING	2.0
Keying and updating records	
Downloading from OCLC & RLIN	
Authority control	
Item records for circulation	
CIRCULATION	2.5
Includes Reserves	
ACQUISITIONS	3.5
Includes downloading from OCLC	
SERIALS CONTROL	2.0

Training Methods

The 12 days of training are spread over three to five different on-site visits by an Innovative Training Consultant. Depending on your Library's requirements, the on-site visits may occur over a period of several months.

Selecting Attendees

Innovative Training Consultants use hands-on training methods, with trainees learning how to use THE MILLENNIUM SYSTEM on the system itself. As a result, each training session should be attended by no more than 8-12 Library staff members. When selecting attendees for training sessions, keep in mind the following recommendations.

- *Supervisors should attend training sessions relating to their area.* Training sessions include discussion of various system options, and supervisors will want to participate in making decisions on how to use the options.
- *At least one or two members of the Library staff should be designated as system coordinators.* They should attend *all* of the training sessions.

At the end of any one training session, Library staff will understand how to implement and use the module on which they were trained.

In order to allow time for the information provided during training to be fully absorbed, and to allow for follow-up questions and discussion, no more than four days of training should be scheduled during any one visit by an Innovative Training Consultant.

Each training session lasts a full seven hours. Innovative assumes that the Library will make arrangements for the appropriate staff to be present once the schedule is mutually agreed upon.

Additional Training

Innovative is prepared, if your Library should so desire, to schedule additional training sessions for an additional charge.

SCHEDULE G
SYSTEM UP-TIME WARRANTY

Innovative Interfaces shall be liable for tuning or upgrading the system if reliability falls below 98 percent for more than two consecutive months anytime within 84 months from installation. During the first 30 months, no additional hardware or software shall be required to utilize enhancements to the modules included in the Contract; between 30 and 84 months Innovative Interfaces may require upgrades to accommodate enhancements, but shall continue the guarantees if the upgrade is undertaken. This performance guarantee does not apply to additional modules not included in this Agreement. This guarantee is contingent on the Library using the hardware as a dedicated machine, staying within the parameters agreed upon, and continuing the maintenance agreement in force. This guarantee shall not apply to performance problems that may be caused by third-party hardware, software, or networks.

The formula for calculating each occurrence of downtime is as follows:

(d) = downtime coefficient value

(m) = number of minutes of downtime

(t) = total downtime [for that occurrence]

FORMULA: $(t) = (d) * (m)$

The downtime coefficient value shall be assigned according to the following table:

Loss of charge-discharge function	1.00
Loss of reserve bookroom function	1.00
Loss of patron file inquiry	1.00
Loss of item file inquiry	1.00
Loss of file-update online	1.00
Loss of order writing	.50
Loss of order claiming	.50
Loss of funds accounting	1.00
Loss of serial ordering	.50
Loss of serials checkin	1.00
Loss of serials claiming	.50
Loss of serials funds accounting	1.00
Loss of staff inquiry to acquisitions, serials, or catalog records	1.00
Loss of patron inquiry of holdings	1.00
Loss of report printing for more than six operating hours	.25
Other software problems which affect system performance	.10
Loss of a single terminal	.10
Loss of single disk, if system is operating	.50
Loss of tape drive	.25
Loss of console printer	.25

SCHEDULE H RESPONSE TIME WARRANTY

Innovative Interfaces shall be liable for tuning or upgrading the system if response times exceed the maxima by an average of one second during a response time test anytime within 84 months from installation. During the first 30 months, no additional hardware or software shall be required to utilize enhancements to the modules included in the Contract; between 30 and 84 months Innovative Interfaces may require upgrades to accommodate enhancements, but shall continue the guarantees if the upgrade is undertaken. This performance guarantee does not apply to additional modules not included in this Agreement. This guarantee is contingent on the Library using the hardware as a dedicated machine, staying within the parameters agreed upon, and continuing the maintenance agreement in force. This guarantee shall not apply to performance problems that may be caused by third-party hardware, software, or networks.

Response times shall be measured from the point of keying <Enter> or completing a success barcode scan to the point of the first meaningful character being displayed on the terminal.

Response Times:

<u>Type of Transaction</u>	NORMAL LOAD*	PEAK LOAD*
	Average Response in seconds	Average Response in seconds
Checkout	2	3
Checkin	2	3
Patron file review (patron status)	4	6
Holds review (holds status)	4	6
Searches		
Key lookup (bib#, Barcode, etc.)	5	8
Indirect (LCCN, ISBN, OCLC, etc.)	5	8
Authority type searches (author, subject, call#, etc.)	5	8
Keyword/Boolean (title, etc.)	6 (plus 1 second for every 2,000 second matching records	8 (plus 1 for every 2,000)
Acquisitions & Serials		
Inquiry	5	8
Data Entry	5	8
Financial Calculations	8	12

*Normal load shall be calculated as 95% of the searches and Peak load shall as the top 5% of searches.

SCHEDULE I ESCROW AGREEMENT

I. ESTABLISHMENT OF ESCROW

So long as the within-described license is in full force and effect, and as an additional material consideration for the granting, acceptance and continued benefits obtained and derived from such license, Innovative Interfaces and the Library agree that a copy of all source code material necessary to maintain all software licensed thereunder shall be placed in escrow as follows. Furthermore, Innovative Interfaces will pay to list the Library on the escrow policy for one year from the signing of this Agreement; thereafter the Library may elect to continue on the policy for as long as the Library maintains a license to the Software, and the Library pays the renewal costs as determined by the Escrow Agent. All renewal notices will be sent by the Escrow Agent to the Library at the address listed herein:

- A. The Escrow Agent shall be Iron Mountain Intellectual Property Management, 2100 Norcross Parkway, Suite 150, Norcross, GA, 30071. In the event that the above-named Escrow Agent fails or refuses to assume the responsibilities of Escrow Agent or ceases to act as Escrow Agent, the parties shall agree upon a new Escrow Agent and shall issue demands to Iron Mountain to deliver the escrow material to such newly designated Escrow Agent.
- B. Source code material shall be released to the Library by the Escrow Agent upon the occurrence of the following event:
 - i. If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces and the same be not dismissed within sixty days, or
 - ii. If Innovative Interfaces make any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement of compromise with its creditors under any statute or otherwise.
- C. Verification of the occurrence of a condition precedent to the release of the escrowed materials shall be by a reasonable manner and means to the reasonable satisfaction of the Escrow Agent with written notice and opportunity to object given to Innovative Interfaces. The Escrow Agent shall have five days to release the escrowed documents or to advise the Library in writing of the existence of a conflicting demand.
- D. Should the Library elect to continue on the Escrow policy, cost for annual renewal shall be approximately US\$210.00 for the first year

renewal. Second and subsequent renewal fees shall be determined by the Escrow Agent, but with a percentage increase to the Library of not more than 5% or the percentage increase of the Consumer Price Index, whichever is greater.

II. VERIFICATION OF ESCROWED MATERIALS

Verification of escrowed materials shall be by certified letter from the Escrow Agent to the Library stating the identity of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

III. ENHANCEMENT AND MODIFICATION

In the event that the software supplied to the Library pursuant to the above-described license is enhanced or modified, the Licensor agrees to deposit into escrow all documents and data reasonably necessary to support and maintain such enhancements and modifications pursuant to all of the terms and conditions of this escrow agreement.

IV. CONFLICTING DEMANDS

In the event that the parties to this agreement, at any time, give the Escrow Agent conflicting demands, the Escrow Agent shall promptly attempt to resolve the conflict. In the event that the Escrow Agent is unable to resolve the conflict within ten days, the Escrow Agent shall interplead the escrowed materials into a court of competent jurisdiction. Each of the parties hereto agrees to indemnify and hold the Escrow Agent harmless from all costs and expenses, including reasonable attorney's fees, in the event that a conflict of demands requires interpleader.

V. TERMS OF RELEASE OF ESCROWED MATERIAL

In the event that the material escrowed hereunder is released to Library, said materials shall nevertheless remain the property of Innovative Interfaces, its assigns, trustees, and/or successors in interest. The escrowed materials shall be subject to all of the terms and conditions of the underlying license granted to Library, including but not limited to, trade secrets and confidentiality protection. The Library agrees that the escrowed materials shall be used exclusively for the maintenance of the licensed software and for no other purposes. The Library agrees to make all persons working with such licensed escrowed material aware of the terms and conditions of the license and their liability for unauthorized use of the licensed escrow material.

SCHEDULE J SUMMARY OF A NEGOTIATION

INFORMATION SYSTEMS CONSULTANTS INCORPORATED

135 WEST MONTGOMERY ST., BALTIMORE, MD 21230 TEL. 410-528-1112 FAX 727-1262

SUMMARY OF A NEGOTIATION BETWEEN THE CITY OF KERRVILLE

AND INNOVATIVE INTERFACES INCORPORATED

The following agreements were reached on December 21, 2009 in negotiations between the City of Kerrville ("Licensee") and Innovative Interfaces Incorporated ("Vendor") for Vendor to provide Licensee with a multi-user, multi-function integrated library system, including central site hardware, software, data migration, training, and ongoing support.

1. The "Contract" between the Parties shall encompass the Vendor's Software License, Hardware Sales, and Service Agreements. Licensee's RFP, Vendor's Proposal in response thereto, the Summary of Negotiation, and any other written representation which may subsequently be made shall be incorporated into the Contract by specific reference.
2. Negative responses in Vendor's Proposal shall stand unless specifically changed to positive responses in negotiation or written representation. In case of ambiguity among the documents which constitute the Contract, the hierarchy shall be: the Summary of Negotiation, the body of the Contract with all of its schedules and addenda, any written representations made after Vendor's Proposal was submitted, Vendor's Proposal, and the RFP. Ambiguous words or phrases shall be interpreted as an intent to commit; the words "no" and "not" shall mean there is no commitment unless the Parties have specifically agreed to modify such words. Vendor may review its Proposal and advise of any ambiguous responses that it wishes to change to negative responses. It shall request the changes within ten days of receipt of the Summary of Negotiation.

3. The laws of Texas shall be used to interpret the Contract between the Parties. Any action shall be brought in Texas. In case of a dispute, the Parties shall first seek a mutual agreement to submit to binding arbitration before taking any other action. They shall also discuss good-faith arbitration and mediation as alternatives if they cannot reach agreement on binding arbitration.

4. All systems and applications software supplied by Vendor shall be available to the Licensee for library or archives use on its CPU without restriction except for protection of Vendor's intellectual property. Licensee may migrate the software to another machine, regardless of where purchased, using the identical operating system without additional cost except as it seeks to add modules, add libraries, or seeks the assistance of the Vendor in the migration. However, the software shall not be run on more than one hardware platform at a time except for a period of no more than one week during a cutover from one platform to another.

5. The Licensee may share the use of its system with additional libraries, including branch libraries or unaffiliated libraries not part of the Licensee at the time of signing, to conduct library or archives business without restriction except as spelled out in the Contract. The Licensee may require the other libraries to share costs. Vendor may charge for additional profiling and profiling maintenance. Vendor also may charge for additional hardware, associate library licenses, additional staff user licenses, training and other services provided. All charges shall be at vendor's published rates, less 15 percent in the first 12 months from initial installation, 10 percent in the second 12 months, and five percent in the third 12 months. No library larger than Licensee shall be added to the system.

6. The Licensee shall be entitled to transfer its system hardware, software, and documentation to any legal entity of which one or more of its libraries is a part without the payment of a relicense fee anytime within eight years of installation. If the system is transferred to an organization of which none of the original participants in the system is a part, the relicense fee shall not exceed thirty percent of the original fee; except that Vendor may require payment of reasonable

reinstallation and training charges. The Licensee may transfer its license only to another library or consortium (including a not-for-profit agency that sells services to libraries), not to a vendor of hardware, software, or services for profit; and transfer shall not be completed until the new library has signed Vendor's license agreement.

7. The Vendor shall provide detailed site preparation instructions for the central site and guidelines for the preparation of remote sites, including cable specifications and power and environmental requirements. After Licensee has completed site preparation, Vendor shall visually inspect and certify the central site prior to the installation of hardware. The inspection shall be at Vendor's convenience, and may be as late as the beginning of installation. If the inspection is earlier on a specific date required by Licensee, Vendor may charge a \$1,500 inspection fee, exclusive of reasonable expenses. Vendor shall not be liable for poor workmanship or for materials that do not meet its site preparation specifications, but Vendor shall be liable for any modifications it requires about which the Licensee was not advised in writing prior to beginning site preparation.

8. The purchase price agreed upon shall include a graphical user interface (GUI) for each staff user license. The user interface for the patron access catalog shall be Web-based.

9. Other than the Web-based online patron access catalog, which the Licensee will install initially, Licensee may replace the GUI interface for all or part of its staff clients (all modules except patron access catalog) with a Web interface anytime within two years of such interface being made available in general release as vendor's primary staff user interface for that application. There shall be no additional charge provided Licensee has a current software maintenance agreement. Licensee shall remove the GUI interface within three months of installing the Web-based staff interface or shall pay for having two user interfaces for a module. If both interfaces are used, the maintenance rate for the GUI interface shall be half that for the Web interface.

10. Vendor shall include the following modules, sub modules, and features within the agreed upon price at delivery:

- a. Bibliographic control, including local cataloging
- b. Authority control
- c. Cataloging support system interface
- d. Acquisitions with fund accounting, online ordering, and claiming
- e. Serials control with online claiming
- f. Circulation with off-line circulation back-up and inventorying
- g. Homebound
- h. E-commerce
- i. Sixteen concurrent staff user licenses
- j. Online patron access catalog—site license
- k. Federated searching
- l. Remote patron authentication
- m. Information & Referral
- n. External image link using the 856 tag
- o. Bath compliant Z39.50 client/server
- p. Management reports and report generator

11. Vendor agrees that the following capabilities will be available in the software within the agreed upon purchase price at the time the system is delivered to Licensee and that the Licensee may test for the presence of these features if the Licensee desires:

- a. All information regarding an individual copy such as circulation status and location shall be displayed on one screen.
- b. Ability to retain the link to the patron when a book is marked "lost" or "long overdue". This feature will allow the system to automatically remove the lost assessment (if it has not yet been paid) and attach the overdue fine to the record. The operator will be alerted when this type of transaction occurs.
- c. Borrower records shall be searchable by name, phone number, barcode, multiple alternative IDs, and alpha numeric addresses.

- d. Automatic creation of item records during record loading.
- e. Display of item due dates in patron access catalog.
- f. Ability to make global changes to authority records
- g. Ability to limit a search in the patron access catalog, both initially and secondarily, by place of publication, publisher, publication type, or availability.
- h. Access to purchase orders by vendor invoice number.

12. The following software shall be available for a period of 60 months from signing at a discount off the then current list price:

- a. Additional staff licenses
- b. Spanish interface to the online patron access catalog
- c. Kid's interface to the online patron access catalog
- d. Interlibrary loan
- e. SIP 2 or NCIP interface to one self-charging system
- f. Discovery platform if it becomes eligible for a discount
- f. New products, which are available for order within 24 months of signing and which are eligible for a discount, other than third-party software

The discount shall be 30 percent in the first 12 months, 20 percent in the second 12 months, and 10 percent in the third 12 months. The discount applicable for the previous period shall be applied if Licensee has submitted a letter of intent to purchase before the previous 12-month period has expired and purchase is made within six months of notification. Purchase shall be subject to appropriation.

14. Provided Licensee is currently paying maintenance, should the standard for online ordering and claiming change, Vendor shall provide and support online ordering and claiming per a standard necessary for Licensee to place online orders or send claims to its suppliers within six months of notification by Licensee.

15. Vendor commits that the system is **sized** to support up to 100 concurrent users and shall be field-upgradable to support up to 200 concurrent users anytime within five years of installation provided the components are available from the original manufacturer or an after-market manufacturer.

If the system cannot be field-upgraded as represented, Vendor shall provide a suitable replacement at its expense.

16. Should Vendor change its hardware platform, operating system, or programming language(s) to another hardware platform, operating system, or programming language(s) during the six years following installation, Vendor will support the Licensee's configuration in such a way as to provide functionality and performance substantially identical to that available to customers with the Vendor's most recent hardware platform, operating system, and programming language(s), except as the Licensee's configuration is technically incapable of supporting the functionality or it would cost twice as much to offer the functionality on the Licensee's system as on a new system. Licensee must have a current maintenance agreement to invoke this clause.

17. If Vendor abandons its current database management system (DBMS) and changes the database management system to another DBMS within four years of initial installation, and Licensee is required to adopt the new database management system in order to realize the same functionality as purchased herein, including such enhancements as Vendor may make to its product that the current database management system can accommodate, Vendor shall provide the new database management system as part of its enhancement program at no additional cost to Licensee. In the fifth and sixth years, Licensee shall pay for the new database management system, but shall have three years to pay without interest. The Licensee shall be given at least one year's notice of the required change, during which time the existing product shall be fully supported.

If Vendor requires the changes in database management system, Vendor shall provide the data migration services to the new database management system at no additional charge at a time to be agreed upon by both parties that is within five years of initial installation.

If Vendor provides another DBMS as an alternative database management system to the current database management system within five years of initial installation, and Licensee decides to change to the new database management system, then the Licensee shall pay the third-party vendor's license fees and purchase additional hardware, if necessary, to run the alternate database management system. Licensee shall also be liable for the cost of the data migration services. However, if Licensee can fully utilize enhancements only by adopting the alternative DBMS, the amount paid for the initial DBMS shall be credited toward the purchase of the alternative DBMS. However, the Licensee shall not claim the credit if its existing DBMS was incapable of supporting the enhancements offered on the alternative DBMS.

Licensee must have a current maintenance agreement to invoke any of these clauses.

18. Vendor shall provide all available indexes within the purchase price. It shall supply a list of all available indexes within two weeks of completion of negotiation and prior to contract signing, provided Licensee has signed Vendor's non-disclosure agreement. Licensee shall treat the list as confidential and shall not make it available to other than its staff members.

19. Vendor shall profile and migrate all bibliographic, item, authority, patron, circulation transaction, acquisitions, and Ebsco serials records at the same time within the agreed upon purchase price. The patron records shall include the outstanding fees and fines, notes, and a payment history, if the history can be extracted from the Licensee's system. The acquisitions data shall include outstanding orders, vendor information, and current fund information. The serials data shall include MARC records and publication patterns for all current subscriptions unless that information cannot be extracted from the Ebsco-supplied records. The migration shall include retention of the patron IDs. Vendor shall be responsible for correcting any records that do not migrate properly unless tapes or records supplied by Licensee were not in the format agreed upon, or contain incomplete or incorrect data. Vendor shall supply a list of all records that were not migrated. One time gap records processing shall also be included within the agreed upon purchase price.

Should a separate loader profile have to be created for the serials records, the one time charge shall not exceed \$2,500.

20. The agreed upon purchase price shall include 12 days of on-site training in all purchased modules, inclusive of travel expenses. The first day shall include system administration training. Training for reports shall be included in the training for each module. Vendor shall respond to all written requests for clarifications during the implementation and training period. Licensee may change its training selections within the 12 days of on-site training with prior notice. Eight to 10 people shall be trained in a session.

The training and two days of on-site pre-installation consultation shall be completed at least 15 days before the cutover from the existing system.

Additional on-site days of training shall be available at a rate of \$1,500 per day, exclusive of reasonable expenses for a period of 30 months from initial training.

Regional advanced system access and administration training shall be available for a period of 18 months from installation at a price of \$1,050 per person per day, less 30 percent; and thereafter at the then current price. This price does not include travel expenses.

In addition, vendor shall provide telephone consultation with a specialist team member that includes one hour-long conference call per week for 10 consecutive weeks after initial system training, and one two-hour conference call per month thereafter for the remainder of the first 12 months.

21. The system, as configured per the foregoing agreements shall be provided for a purchase price of \$101,500. The price shall include all hardware, software, training and other services from Vendor. The first year subscription price for federated searching shall also be included. The annual subscription price of \$7,500 for Research Pro federated searching will be due at the beginning of each year beginning with Year Two, which will be invoiced one year from

contract signing There shall be no additional charges unless the Licensee adds hardware and/or software modules, institutions, libraries, or titles in excess of its license to the Contract or requests additional training.

Licensee shall have the option of purchasing the central site hardware from another source provided that the hardware meets or exceeds the specifications for the hardware proposed by Vendor. If Licensee chooses to exercise this option, the performance guarantees negotiated shall not be applicable.

The price does not include a performance bond.

24. The Licensee shall pay for 20 percent of the purchase price within 30 days of signing, 35 percent within 30 days of system installation and start-up, 25 percent within 30 days of completion of initial training, and 20 percent within 30 days of satisfactory completion of the acceptance tests.

25. The Licensee may waive one or more of the acceptance tests. If undertaken, the acceptance tests shall consist of full function, reliability, and response times tests at the Licensee's discretion. The Licensee shall begin the tests within 60 days of installation, database load, and completion of initial training. Reliability shall be measured over a period of 30 days. The other tests shall be undertaken during the same 30 days. Written notification of test results shall be submitted by the Licensee within 15 days of completion of the tests. If a test is failed, it shall be repeated up to two times.

26. The functionality of each module shall be determined by ascertaining the presence or absence of each feature committed in Vendor's Proposal and product literature except the test shall not include features for which Vendor has quoted a delivery date later than the scheduled test completion date. The Licensee may use Vendor's own full-function test, but does not waive the right to look for anything else committed by Vendor.

27. The Licensee may use Vendor's reliability and response times tests, but reserves the right to test for all uptime and response time requirements as per the table of coefficients and response times in the RFP. Response times shall be tested using a script on a directly connected client.

Should the system not pass the reliability or response times test, the test shall be repeated. If the system again fails to pass, a third 30-day test shall be undertaken. If the system does not meet the reliability or response times requirements by the end of the third acceptance test, Vendor shall provide a hardware upgrade at its expense to bring system performance up to the agreed upon level.

28. The Licensee shall decide at the end of the acceptance tests whether the system meets all of the functional requirements the Vendor agreed to meet. If the system does not, the Licensee may (a) waive the requirement, (b) require removal of the system with a full refund of all monies paid if Vendor has not remedied the deficiencies within 90 days, or (c) enter into negotiation.

29. Acceptance tests may be repeated as new modules are implemented, except functionality previously successfully tested shall not be retested unless there is evidence that the loading of new software has adversely affected the functionality of previously loaded software.

30. Software maintenance charges shall begin one year from installation and completion of initial training of each module. Software maintenance for future purchases shall begin one year from installation and completion of training, if any. The annual maintenance charge for software in the initial installation shall not exceed \$20,000 in years two through five, and shall not increase more than five percent per year in years six and seven. Maintenance fees shall be paid annually in advance, as set out in section d of the Hardware and Software Maintenance Agreement.

31. Maintenance for the database server and other hardware components proposed by and purchased from Vendor shall not be more than \$3,065 in years two and three for the configuration proposed by Vendor, and shall not increase more than five percent each year in years four to seven.

Maintenance fees shall be paid annually in advance, as set out in section d of the Hardware and Software Maintenance Agreement.

32. Vendor may not terminate maintenance except for breach by the Licensee. All modifications sought by Vendor shall be subject to acceptance by the Licensee.

33. The Licensee may change the maintenance program's scope to another level of maintenance coverage offered, if any, by Vendor annually on the anniversary of initial installation with 90 days written notice. Vendor to identify options, if any, annually at least 60 days prior to renewal.

34. Vendor shall maintain a "help desk" for remote telephone diagnostics of central site hardware and software problems, remote "fixes," and dispatch of field service based on the level of Licensee's the maintenance contract. An answering service may be used up to eight hours each night.

35. Vendor shall make hourly field maintenance service available beyond Licensee's maintenance plan for hardware supplied by Vendor or its subcontractor, with hourly rates and the minimum number of hours per call to be quoted at the beginning of each year for each level of service. The rates shall not exceed the general published rates of the Vendor or third-party maintenance supplier.

Hardware field maintenance hours available under the standard maintenance plan shall include 8:00 a.m. - 5:00 p.m. (local library time) Monday through Friday except holidays, with extended hours available at additional cost until 11:00 p.m. Monday through Friday and 8:00 a.m. - 8:00 p.m. (local library time) on Saturdays and Sundays. Vendor shall not charge for time of arranging extended hours service except as it incurs inordinate expenses (other than salaries) that would not have been incurred during regular hours.

36. If Licensee requests, Vendor shall provide remote diagnostics not only for the integrated library system, but also for the network to the extent its diagnostic tools permit, provided the system is covered by a current maintenance agreement. Vendor shall not do diagnostics on the network without specific permission.

37. Vendor shall evaluate network diagram and equipment list during system implementation and shall advise what, if any, changes are required to effectively utilize its system.

38. The standard of reliability for future ongoing system performance for seven years following initial installation shall be 98 percent using the table of coefficients in the RFP as long as the system is kept under maintenance. "Scheduled downtime" for upgrades and other mutually agreed upon activities that make the system unavailable for normal use shall not be counted in the reliability calculation. Maintenance payments shall be reduced by five percent for each one percent reliability falls below 98 percent.

39. Response times shall remain within the maxima set forth in the RFP for seven years after initial installation as long as the transaction levels remain within those set forth in the RFP and the Licensee keeps the system under maintenance. If the Licensee perceives a deterioration in response times, Vendor shall resolve the problem within 60 days of notification of perceived deterioration by providing appropriately qualified personnel at its expense. If responses times are six seconds or more for circulation charge and discharge, the condition shall be deemed an "emergency" and resolution shall be within five days of notification that charge/discharge requires six seconds or more.

Licensee may reduce the monthly maintenance payment by five percent for each one-second average response times (the average of all of them) exceeds eight seconds.

40. Software maintenance shall include enhancements for the modules and sub-modules

purchased. Vendor shall provide documentation for enhancement releases at least 60 days prior to general release and Licensee shall have the option of delaying a release.

Vendor shall notify the Licensee of any software release that may adversely affect performance because the software release would require more CPU resources. The Licensee shall have the option of accepting or refusing such a release. If the Licensee accepts a release after being advised of its possible adverse effect on performance, it shall not exercise the remedy of maintenance payment reduction.

Vendor shall support the superseded release for three years following the new release at no additional charge above the regular maintenance rates. Should the Licensee initially refuse a new release, it may, at anytime within three years of such refusal, ask that the then current release be supplied at no additional charge as long as the Licensee continues to make maintenance payments.

41. If the hardware or software (or any part thereof) becomes, or in the opinion of Vendor may become, the subject of a claim based on an alleged infringement of another Party's rights, Vendor may modify the system, procure for the Licensee the right to use the system, or make an equivalent substitution. If none of the foregoing solutions are feasible, Vendor may have return of the system by permission of the Licensee and refund of the full purchase price, less two percent per month starting 30 days after installation. Permission shall not be unreasonably withheld.

42. In the event a force majeure circumstance (e.g., an "act of God") which affects 25 percent or more of the system (measured by value) exists for 120 days or more, either party may have a right to terminate, with the Licensee to have a right to return all hardware and software shipped, whether paid or unpaid, with full refund for everything paid but not yet accepted, and a full refund less depreciation of two percent per month starting 30 days after installation. Shipping costs shall be borne by Vendor.

43. All hardware provided under the terms of the Contract, including that provided initially or as part of upgrades, shall be new and eligible for current manufacturer warranty. All

replacement hardware supplied under the hardware warranty or maintenance agreement shall be eligible for current manufacturer warranty. Should the Licensee remove hardware from the maintenance program, the payment of any warranty certification fee required by the manufacturer shall be the responsibility of the Licensee.

44. Delivery and installation of all purchased modules and sub-modules shall be between 80 and 120 days from signing or as modified by mutual agreement, subject to the Licensee submitting bibliographic tapes of the records to be loaded at least 45 days before the scheduled installation.

45. Installation shall include testing of the server with the existing network. Licensee shall be responsible for loading and configuring client software after appropriate training by Vendor.

46. Vendor shall provide loader programs for the bibliographic, authority, item, and patron records loads without additional charge so that the Licensee is able to tape-load additional records as needed.

47. If Licensee needs to relocate the central site anytime within seven years of initial installation, and the software is under current maintenance by Vendor, Vendor shall provide telephone de-installation and re-installation consultation at no additional charge and, if required, on-site support services for the central site hardware at a price not to exceed \$3,000, exclusive of reasonable travel and travel related expenses, provided de-installation and re-installation do not require more than one two-day visit. Licensee shall be responsible for retaining a qualified moving firm.

48. Vendor shall prepare and submit a detailed implementation timetable, including all training for inclusion in the Contract, within two weeks of negotiation completion. Vendor shall make all reasonable changes as the Licensee may require.

49. Vendor shall provide a detailed list of all documentation to be included with the system and one copy of each item of documentation in electronic form within two weeks of signing. This documentation shall include a full set of staff client operator documents with rights of reproduction for internal use, and a full set of system operator documents, including hardware specifications, with rights of reproduction for internal use except as documentation prepared by other than Vendor has restrictions placed on reproduction.

The documentation shall also include specifications for all hardware components to be supplied.

50. Field support for subsequent changes in system parameters shall be performed at Vendor's current prices, with quotes to be provided for each required change. However, guidance for table modifications shall be considered part of Vendor's regular maintenance support.

51. Vendor shall provide a copy of its source code escrow agreement as a schedule in the Contract and shall pay the premium for the first year. Thereafter, Licensee shall pay the annual premium, currently \$210, if it elects to continue to subscribe to the source code escrow agreement.

Should the release of the source code from escrow be triggered, Licensee may use the source code to maintain and enhance the software, including working cooperatively with other libraries that also have a currently paid source code escrow agreement. No commercial entity shall be provided access to the source code.

52. If Vendor continues in business, but fails to issue a software maintenance release ("bug fixes") for eighteen (18) months when one would have been appropriate, Licensee may change from annual software maintenance payments to hourly service at \$210 per hour, with Vendor to commit that it will take care of needed "fixes" or provide the source code to a sub-contractor to provide the "fixes." A minimum of 100 hours of such service shall be available under these terms.

53. Vendor may not assign its rights and obligations under the Contract except upon receiving written permission from the Licensee, which shall not be unreasonably withheld. Further, Vendor shall not sell its library automation product to another organization under a contract that relieves that organization of liability to perform under this Contract.

54. The Contract shall be drafted by an attorney of the Licensee's choosing. The Licensee authorizes the Vendor to prepare the first draft.

55. "Signing" shall be defined as the execution of the Contract by both Parties and receipt by each Party of the executed document.

Prepared by Richard W. Boss, ISCI, December 22, 2009

HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware"), and the B321 barcode reader if purchased.
- b) Maintenance of peripheral equipment purchased from Innovative is the responsibility of the Library.
- c) One (1) year after the first day of Initial Training will constitute a Free Maintenance Period.
- d) The term of this Agreement is seven (7) years. The Library will be billed the first month following the end of the free Maintenance Period in advance at \$20,000² for the Software and \$3,065² for the Hardware².

The annual maintenance charge for Software in the initial installation shall not exceed \$20,000 in years two through five, and shall not increase more than five percent per year in years six and seven.

Maintenance for the database server and other Hardware components proposed by and purchased from Innovative shall not be more than \$3,065 in years two and three for the configuration proposed by Innovative, and shall not increase more than five percent each year in years four to seven.

If the Library chooses to pay semi-annually, quarterly or monthly payments, a percentage of the total annual maintenance amount will be added as an administrative fee as follows:

Payment Semi-annually:	3% increase
Payment Quarterly:	5% increase
Payment Monthly:	10% increase

The above maintenance fee increase will be determined excluding any percentage added as an administrative fee, as set out above. Thereafter, such maintenance may be continued, by mutual consent, at a cost to be negotiated.

- e) The Library must provide direct network internet access to the System; this would also apply to firewalls etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all Software corrections at Innovative Interfaces' expense.
- f) Innovative will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then

the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.

- g) If the Library adds any additional Innovative Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative's then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- h) Innovative will provide services 24 hours a day, 7 days a week. Innovative will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- i) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) equipment will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative. However, for any defective hardware supplied by Innovative to the Library, the shipping costs on returned RMA (returned merchandise authorization) equipment/hardware will be the responsibility of Innovative.
- j) Any services provided due to Library-supplied equipment failure, where such equipment was not purchased from Innovative, and over which Innovative has no direct control, shall be billable at Innovative's then current maintenance rates.
- k) This Maintenance Agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- l) The Software shall be operated as the exclusive application on the Hardware.

² This amount is exclusive of taxes. The Library will be responsible for all applicable taxes.

THE LIBRARY

By: _____

Name:

Title:

Date: _____

INNOVATIVE INTERFACES, INC.

By: _____

Name: Gerald M. Kline

Title: CEO/President

Date: _____

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

SUBJECT: Consideration of petition for pavement rehabilitation of Arcadia Loop

FOR AGENDA OF: 05/25/10

DATE SUBMITTED: 05/20/10

SUBMITTED BY: Charlie Hastings 
Public Works Director

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Copy of April 2010 Petition

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

A petition prepared by the residents of Arcadia Loop Road was received in April 2010 requesting the road to be resurfaced, and a right turn bay be added to Arcadia Loop at its intersection with SH 27.

The five year street reconstruction plan adopted by council was to issue \$1.5M in debt each year starting in FY09 and ending in FY13. Arcadia Loop Road was scheduled to receive rehabilitation in FY10 with funding from the FY10 bond issuance which has been postponed due to the poor economy. The Street Division has value-engineered the rehabilitation of the road which would consist of reconstructing the failed sections only, then overlaying the entire road for a cost of approximately \$100,000 if done in-house. The construction of a right turn bay would cost about \$7,500 for a total project cost of \$107,500.

The process and timeline for rehabilitation would be:

- Design and utility coordination, 4 months
- Construction, 1 month

RECOMMENDED ACTION

The Public Works Director recommends that Council fund this project, along with others to be identified in January 2011, in the FY 2011 Street Division budget.

**PETITION TO
MAYOR TODD BOCK AND COUNCIL MEMBERS BRUCE MOTHERAL,
STACIE KEEBLE, T. SCOTT GROSS, AND CHUCK COLEMAN
APRIL, 2010**

We, the undersigned petitioners, are all residents and/or owners of property on Arcadia Loop in the city of Kerrville, Texas. and,

WHEREAS, as residents of Arcadia Loop travel this road on a continuing basis every day, and it is no longer a loop as one end was closed off in 2005 to accommodate the new bridge across the Guadalupe River, and

WHEREAS, Arcadia Loop now handles not only local traffic, but also traffic and heavy equipment and trucks coming from Bear Creek Road and beyond, and

WHEREAS, Arcadia Loop is in dire need of resurfacing due to potholes and continuing crumbling of repairs made as a result of the high traffic volume, and

WHEREAS, the road is a safety hazard and dangerous to drivers along Arcadia Loop as a result of the condition of the road, and

WHEREAS, Arcadia Loop was previously scheduled to be resurfaced, but was postponed due to budget shortfalls, and is now scheduled for resurfacing in June, 2011, and

WHEREAS, because of oncoming traffic at the intersection of Arcadia Loop and Junction Highway it is extremely difficult to turn left in the direction of Ingram and, as a result, the cars waiting behind the vehicle cannot make a timely right turn going in the direction of Kerrville due to only one turning lane, and,

WHEREAS, the residents and landowners on Arcadia Loop are mindful of the hard budget decisions that must be made by the mayor and council members and very much appreciate the time and effort it takes them in studying issues and making these decisions, and

THEREFORE, the listed residents and landowners of Arcadia Loop respectfully petition that you take into serious consideration the condition of this road and the safety of those who drive it, and request that Arcadia Loop be resurfaced and a right turning lane be constructed at the intersection of Arcadia Loop and Junction Highway at the same time.

PETITION TO RESURFACE ARCADIA LOOP

NAME	ADDRESS
Ghazim & A.J. Smullen	1939 Arcadia Loop
Rachel Ozuna	1824 Arcadia
Clayde & Sallye Justice	1860 Arcadia Loop
Karen Delat	988 BEAR CREEK RD
Suzanne Garrett	2157 Arcadia Loop
Claine & Tony Pacini	2130 Arcadia Loop
Al & Gloria Martin	2010 Arcadia Loop
Robert & Patricia	2197 Arcadia Loop
Bobbie & Cindy Miles	2245-A Arcadia Loop
Trey Deash	1887 Arcadia Loop
Jessie & Shelly Pitts	2245-B Arcadia Loop
Ray Zedner	1824 Arcadia Loop
Jason & Patricia Whetcraft	1996 Arcadia Loop
Barbara & Keith	882 Freedom Trail
John Smith	882 Freedom Trail
Suzanne & Larry	1786 Arcadia Loop
L. L. Boudell Stevens	2030 Arcadia Loop
Patricia J. Evans	2032 Arcadia Loop
KON SMITH	2001 ARCADIA LOOP
Roxalee Chevalier	2001 Arcadia Loop
Afina K. Myer	2108 ARCADIA LOOP
Ryan Murray	2108 Arcadia Loop

PETITION TO RESURFACE ARCADIA LOOP

NAME

ADDRESS

Bernadette Earl	1991 Bear Creek Rd. K'ville
MATT & EVE CHRISTIANSEN	1959 ARCADIA LOOP
Beverly Back Harmon	1889 Arcadia Loop
Donald E. Harmon Jr.	1889 Arcadia Loop
Angus G. Gull	1880 ARCADIA LOOP
Harin Doccin - V & K, LP	995 Freedom Trail
Mark Danner	2060 Arcadia Loop
Samuel Siffert	3409 Primrose
Clair McCoy	2133 Arcadia Loop
Terry Napper	1879 Arcadia Loop
Brenda Rents	2021 Arcadia Loop
Reba Dadd	2229 Arcadia Loop
Emmet Dadd	2229 Arcadia Loop
Cruzita Cervantes	180 Bear Creek Rd.
Juan Cardona	180 Bear Creek Rd.
Dillon Napper	1879 Arcadia Loop
Martha Stone	2122 Arcadia Loop
Stone Stone Bradshaw	2132 Arcadia Loop
ROSE Bradshaw	2132 Arcadia Loop
Mike Adams	3159 Jet Ignite TX
Joshua Rather	197 Goat Creek Cut-off Kerrill.

PETITION TO RESURFACE ARCADIA LOOP

NAME	ADDRESS
Melissa Trachen	1305 Bear Creek Rd. Kerrville Tx
W.R. Trachen	1305 Bear Creek Rd. Kerrville Tx
ELICIA NAPPER	1305 BEARCR. RD. Kerrville, Tx
Honest Didout	2031 ARCADIA LOOP KERRVILLE, TX
John	607 Leland St Kerrville Tx
Christi Hane	1776 Arcadia Loop
Jimmy W. Thomas	1776 ARCADIA LOOP
Ronald E. Parker	530 SAND BEND KERRVILLE TX
Chris T. Hu	2120 Arcadia Loop Kerrville TX
Joanna Bennett	1751 Bear Creek Rd.
Sherry Hays	1883 Arcadia Loop Kerrville Tx
R B Russell	2222 ARCADIA LOOP
HANK WILKS	2180 ARCODA LOOP
Suey Wilks	2180 ARCODA LOOP
Sammye Sanborn	1987 Arcadia Loops
Martin S. Sanborn	1987 Arcadia' Loop
Amy Rojas	1800 Arcadia Loop
Martin Rader	2165 1980 Arcadia Loop
Judy McClenaghan	2172A Arcadia Loop
Judy McClenaghan	2172-B Arcadia Loop

PETITION TO RESURFACE ARCADIA LOOP

NAME _____

ADDRESS

Richard Barry	1920 Arcadia Loop
Judith M.	2133 Arcadia Loop
Maria Leporella	2160 Arcadia Loop
James DeLuise	1786 ARCADIA LOOP

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

SUBJECT: Resolution opposing routes Y16, Y17a, Y17b, Y18, Y19a, Y19b, and Y20 of the LCRA McCamey D to Kendall to Gillespie CREZ 345-kV Transmission Line Project

FOR AGENDA OF: 5/25/10

DATE SUBMITTED: 5/20/10

SUBMITTED BY: Charlie Hastings
Director of Public Works

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Resolution, Alternative Route Segments (Sheet 6 of 6)

AGENDA MAILED TO: N/A

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

CREZ stands for competitive renewable energy zones. A CREZ is an area where wind generation facilities will be installed throughout West Texas and the Panhandle and from which transmission facilities will be built to various other areas of the state to deliver mostly renewable power to end-use consumers in the most beneficial and cost-effective manner.

LCRA Transmission Services Corporation (LCRA TSC) is one of several transmission service providers, which have been formally ordered by the Public Utility Commission of Texas (PUC) to construct the new transmission lines that will be required to connect the CREZs to the load centers throughout the state. The overall CREZ effort will approximately triple Texas' current level of wind generation capacity to 18,456 MW. The transmission lines that will connect the CREZs to the load centers will increase reliability of the Electric Reliability Council of Texas grid (ERCOT) and increase the transfer of wind and other power into various parts of the state.

LCRA TSC has combined two CREZ priority projects, McCamey D to Kendall and Kendall to Gillespie, for the purpose of filing one application with the PUC to amend its electric certificate of convenience and necessity (CCN). The application will be for the McCamey D to Kendall to Gillespie 345-kV CREZ transmission line.

LCRA TSC proposes to construct two new, 345-kilovolt (kV) transmission lines, primarily on double-circuit capable lattice structures. The first transmission line will be a double-circuit line that will connect the designated McCamey D Station, to be located in northern Schleicher

County, to the existing Kendall Station located in western Kendall County. LCRA TSC will install both circuits on this transmission line. The first transmission line may be located in portions of Schleicher, Sutton, Menard, Kimble, Mason, Gillespie, Kerr, and Kendall counties (see attached alternative route segment map for Kendall, Kerr and Gillespie counties).

The second transmission line will connect the existing Kendall Station, located in western Kendall County, to the existing Gillespie Station, located in central Gillespie County. LCRA TSC initially will install one circuit on double-circuit capable lattice structures, which will accommodate a second circuit when necessary. The second transmission line (routes Y16, Y17a, Y17b, Y18, Y19a, Y19b, and Y20) may be located in portions of Kerr, Kendall, and Gillespie counties (see attached alternative route segment map for Kendall, Kerr and Gillespie counties). At the March 23, 2010 Kerrville Council Meeting, Council directed staff to prepare a resolution opposing routes Y16, Y17a, Y17b, Y18, Y19a, Y19b, and Y20 and obtain a copy of the County resolution opposing the route. The County Commissioners are scheduling the I-10 CREZ alignment for consideration on their May 24, 2010 agenda. They have requested a copy of our resolution as soon as it's passed. The resolution has been prepared and opposes these routes on the basis of the following:

- Kerrville was impacted by LCRA TSC late in the proposed alignment process
- The proposed routes Y16-Y20 conflict with the Kerrville Comprehensive Master Plan, specifically the following links: Community Vision, Land Use, Communication and Technology, Parks, Recreation and Open Space, Corridor Design, and Economic Development
- The proposed routes Y16-Y20 bisect prime real estate at Kerrville's two biggest gateway intersections with the Interstate: Harper Highway and SH 16. Specifically, segment Y20 and Y19 cuts through the SH 16/I-10 intersection and segment Y16 cuts through the Harper Highway/I-10 intersection.
- Kerrville has significant financial investments in water and wastewater utility extensions to the gateway intersections (Harper Highway/I-10, SH 16/I-10) to facilitate economic growth along the I-10 corridor and those key intersections.
- The economic impact to Kerrville if routes Y16-Y20 are constructed is significant considering the intended land use for those areas.
- The original study provides alternate transmission line routes north of Kerr County to connect the proposed McCamey D substation to the existing Kendall County Substation. These alternative routes are better suited because they avoid cities, populated areas, topographical and existing right of way constraints.
- Pre-existing transmission lines already cross-cut throughout our city and we oppose any more lines that would impact our beautiful hill country scenic views. Especially on Interstate 10 since this is a highly visible, welcoming, scenic pathway to our city.

The filing date for LCRA's McCamey D to Kendall to Gillespie CREZ 345-kV transmission line project application (with alternative routes) is July 6, 2010. The Texas PUC will then consider the application and hold public hearings with an anticipated final decision by January 2011.

RECOMMENDED ACTION

The Director of Public Works recommends that council adopt a resolution opposing routes Y16, Y17a, Y17b, Y18, Y19a, Y19b, and Y20 of the transmission expanded study along Interstate 10, and authorize the Mayor to submit a letter to the Public Utility Commission supporting the resolution.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ____-2010**

**A RESOLUTION OPPOSING PLANS BY THE LOWER
COLORADO RIVER AUTHORITY TO PLACE ELECTRICAL
TRANSMISSION LINES RELATING TO THE COMPETITIVE
RENEWABLE ENERGY ZONES (CREZ) PROJECT ALONG
THE INTERSTATE 10 CORRIDOR WITHIN OR ADJACENT
TO THE CITY'S LIMITS**

WHEREAS, the City Council of the City of Kerrville, Texas, supports the pursuit of renewable energy sources and recognizes the need to deliver energy to consumers; and

WHEREAS, the State of Texas is pursuing an aggressive strategy to increase the electricity generating capacity from renewable energy technologies; and

WHEREAS, a plan was developed by the Public Utilities Commission of Texas ("PUC") to construct transmission capacity to deliver power that is generated from the five designated Competitive Renewable Energy Zones ("CREZ") located in West Texas to electric customers in metropolitan areas; and

WHEREAS, the CREZ projects include constructing massive structures and electrical transmission lines ("CREZ Line(s)") that will cross over portions of the Hill Country, possibly including Kerr County and surrounding counties; and,

WHEREAS, the PUC has selected the Lower Colorado River Authority Transmission Services Corporation ("LCRA") to construct and operate the segments of the CREZ Lines that will be located throughout the Hill Country; and

WHEREAS, in its application filings with the PUC, LCRA has proposed a route for a CREZ Line that will connect the proposed McCamey D Substation to an existing Kendall County Substation; and

WHEREAS, this route, identified as segments Y16, Y17a, Y17b, Y18, Y19a, Y19b, and Y20, will cross through the City's limits and its extraterritorial jurisdiction and follow Interstate 10; and

WHEREAS, Interstate 10 and the area around it (the "Interstate 10 Corridor"), which crosses or lies adjacent to the City's limits, is extremely vital to the City's interests in terms of the City's future growth and as a highly trafficked and scenic gateway into the City; and

WHEREAS, any such placement of CREZ Lines into the Interstate 10 Corridor will have a significant and detrimental visual and economic impact on this area; and

WHEREAS, pre-existing transmission lines owned and operated by LCRA already cross-cut several areas of the City; and

WHEREAS, the City believes that alternative routes exist to connect the CREZ projects and areas in and around the Texas Hill Country such that LCRA could and should avoid routes that impact the Interstate 10 Corridor; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to adopt this Resolution which opposes LCRA's plans to construct electrical transmission lines along the Interstate 10 Corridor located within or adjacent to the City's limits;

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

SECTION ONE. Based upon the findings set forth and made in the above recitals, the City Council of the City of Kerrville, Texas, opposes the placement of the CREZ Lines within or adjacent to the Interstate 10 Corridor located within or adjacent to the City's boundaries.

SECTION TWO. To the extent that the CREZ Lines are built within the Kerrville area, the lines should use monopoles as an alternative to lattice structures.

SECTION THREE. Before a final decision is made as to the location of the route, the PUC should consider the negative impact on property values, economic development, aesthetics, and tourism to the Kerrville and Kerr County areas.

SECTION FOUR. The Mayor is directed and authorized to forward this Resolution to the LCRA and to the PUC, to be filed in the administrative proceeding as evidence of the City's position.

PASSED AND APPROVED ON this the _____ day of _____, A.D., 2010.

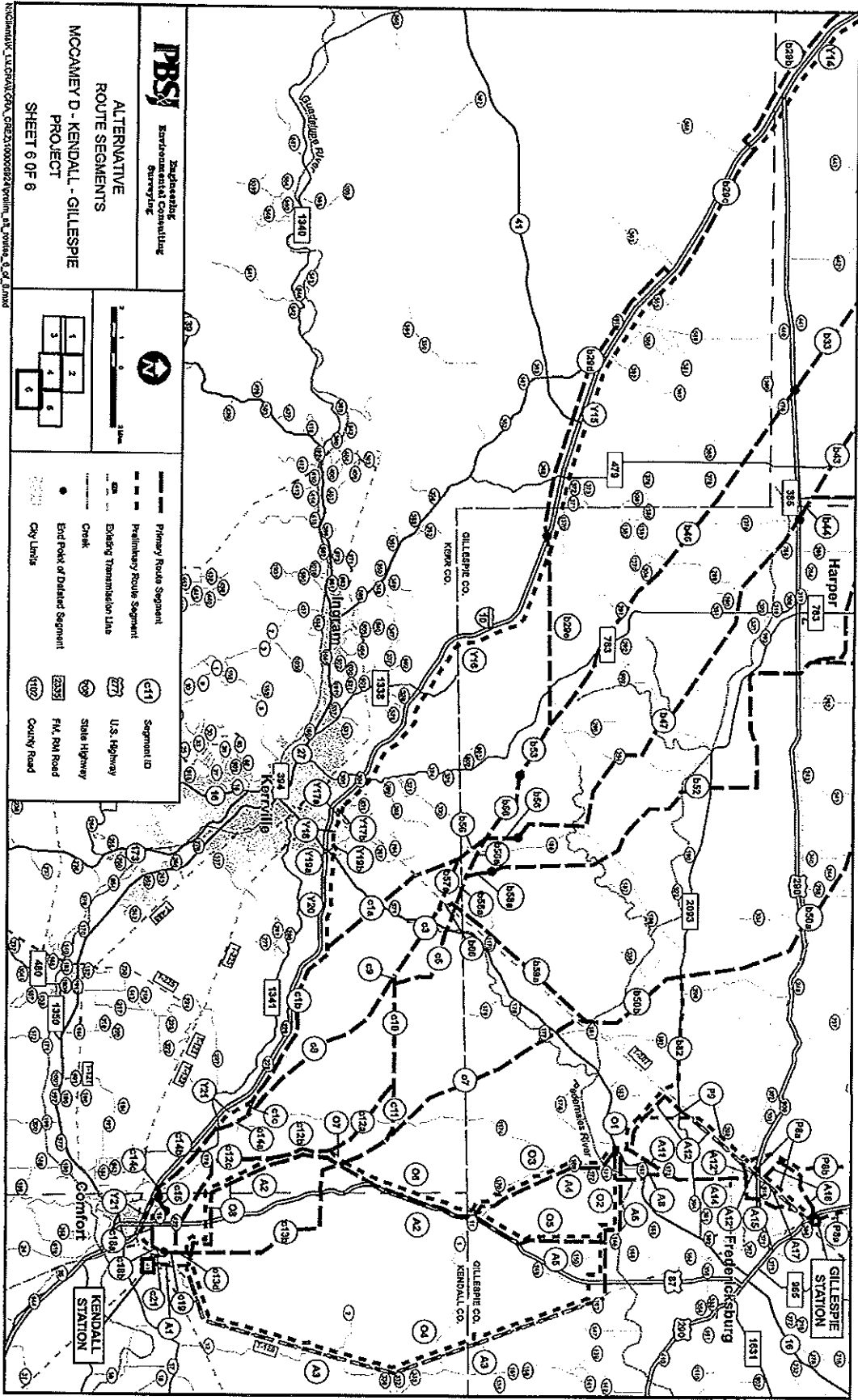
ATTEST:

David Wampler, Mayor

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney



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

SUBJECT: Direction to staff on the adoption and amendment of various city codes as follows:

- Creation of multi-trade building board to replace existing building board of adjustment, electrical board, plumbing board, and mechanical board.
- Adoption of 2006 International Existing Building Code (IEBC), and repealing Chapter 34 of 2006 International Building Code (IBC) regulating existing structures.
- Repeal of city fire district regulations and related amendments to zoning code dealing with setbacks in the existing central business district.
- Amendments to zoning ordinance as recommended by the Zoning Ordinance Input Committee (ZOIC).

FOR AGENDA OF: May 25, 2010

DATE SUBMITTED: May 14, 2010

SUBMITTED BY: Kevin Coleman 

CLEARANCES: Kristine Ondrias 

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

This discussion item is meant to provide City Council a broad overview of the various development related code and ordinance changes currently under review by the Development Services Department.

Because of the interconnectedness of these codes, these issues are presented to Council for information and discussion.

Based on this discussion, final ordinances will be presented for adoption at the two Council meetings in June.

ISSUE OVERVIEW

Creation of Multi-trade Building Board to replace existing Building Board of Adjustment, Electrical Board, Plumbing Board, and Mechanical Board

The City currently has four building related appeals boards, the Building Board of Adjustment and Appeal (BBAA), the Electrical Board of Adjustments and Appeals (EBAA), the Mechanical Board of Adjustments and Appeals (MBAA), and the Plumbing Board of Adjustment and Appeals (PBAA). Each board serves as the appeals body for their corresponding codes, as well as an advisory role to City Council for code changes prior their adoption. Currently, 17 of the 28 positions are vacant or have expired terms. Three additional terms expire as of May 31.

These boards are vital to the enforcement and interpretation of the City's adopted building codes, however long term vacancies on these boards have damaged that viability.

The multi-trade board concept that was approved by Council at its April 13th meeting would create a single, seven member board with the following representatives: an engineer, an architect, a general contractor, licensed mechanical, electrical, and plumbing contractors, and one member from the building industry at large. Three alternates would be appointed as well. The intent is to revamp the existing board structure to include a broad spectrum of contractors, design professional and trades persons to a single board that will provide an appeals board for any code issue and provide oversight to any future city building code adoption.

This change has been presented to and is formally recommended by the existing Building Board of Appeals. The change has been presented to the DSCAT and Home Builders groups without opposition. Members of the existing trade boards have been notified of the potential change.

Enactment will require amendments to each of the four ordinances creating the existing board structure.

Adoption of IEBC, and repealing Chapter 34 of IBC dealing with existing structures

The International Existing Building Code (IEBC) meets the need for an up to date code that directly addresses the repair, alteration, addition or change in occupancy in existing buildings. Administered over time, the IEBC will serve to incrementally increase the value, use, and safety of the existing building stock in the community. The IEBC is intended to encourage the use and reuse of existing building stock, by creating a balance between the protection safety of the public and the burden of code compliance as building use changes.

The IEBC creates a vehicle by which specific code compliance requirements are determined by the scope and purpose of permitted construction activity within isolated areas and systems of existing buildings. The IEBC gives clear definition to code application

given the scope, area and extent of work planned in any given area of an existing building. In addition, the code allows for both prescriptive code compliance and performance code compliance, allowing a higher degree of flexibility to the owner, the design professional and the City Building Code Official in the methods used to reach code compliance.

As in past code adoptions, local amendments to the base code or changes to previously adopted codes will be kept to a minimum. However to allow the IEBC to be applied to its fullest intent, some revision, deletion, and/or additions will be necessary.

In conjunction, with adoption of the IEBC, City staff is also recommending the deletion of IBC Chapter 34 to eliminate any conflicting code requirements between the IBC and the IEBC. Chapter 34 of the IBC deals with existing buildings. With the adoption of the IEBC, this chapter can be totally deleted.

The adoption of the IEBC was originally presented to Council as a recommendation of DSCAT and has been recommended for adoption by the Building Board of Appeals. In addition, the code adoption has been presented to the Home Builders' Association for questions and review with no negative comments received.

Repeal of City Fire District Regulations and related amendment to Zoning Code dealing with setbacks in the existing Central Business District

Section 50-1 of the Code of Ordinances defines a unique set of construction standards for a very specific area in and around downtown, commonly called the City's Fire District. Upon review of the building codes currently adopted by the City and assuming the adoption of the IEBC, the City's Building Official and the City's Fire Marshal have reviewed the Fire District section of the city code. Both have agreed that once adopted the IEBC opens the opportunity to repeal the Fire District Regulations, allowing the IBC and the IEBC to govern code requirements for future building and rebuilding in this area.

This change has been presented to the Building Board of Appeals, DSCAT, and the Home Builders' Association groups with no negative comments received.

If repeal of the Fire District and Regulations is approved, the zoning code will need to be amended. The zoning code currently uses the Fire District boundaries to define an exception from setback requirements of the code. Under this proposed amendment, that exception will be applied to the area currently defined in the zoning code as the Central Business District. As currently defined the Central Business District runs from the river, north to Jefferson Street, and from Clay to Washington Streets. This is the same area that receives an exemption from parking requirements under the code.

This change has been recommended by the Zoning Ordinance Input Committee (ZOIC). PNZ will hold a public hearing on this amendment and provide a specific recommendation prior to presentation to City Council for adoption.

Amendments to zoning ordinance as directed by ZOIC

In past meetings, the City Council and the Planning and Zoning Commission have been briefed on zoning code amendments being brought forth by the City's Zoning Ordinance Input Committee. The purpose of these amendments is to address what the committee feels are the critical weaknesses of the existing ordinance.

The zoning code amendments recommended for adoption address the following:

- Adding language to bring the ordinance in conformance with the Texas Open Meeting Act
- Adding language to clarify issuance certificate of occupancy and permits in relation to the Zoning Ordinance
- Adding language to address vested rights in newly annexed areas
- Eliminating height regulations for non-residential uses
- Clarifying definition of accessory buildings and required setbacks of those buildings
- Revising the definition, size restriction, and approval process for Planned Development Districts
- Codifying the Development Site Plan requirements and approval process
- Defining terms as needed to clarify the ordinance

This change has been presented to the Planning and Zoning Commission for review and comment. PNZ will hold a public hearing and provide a specific recommendation prior to presentation to City Council for adoption. In addition, the changes have been presented in two public input sessions, and presented to DSCAT without opposition.

RECOMMENDED ACTION

Direct staff to bring ordinances for adoption of code changes as presented

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

SUBJECT: Interlocal agreement with Kerr County regarding plat approval authority in the city's extraterritorial jurisdiction (ETJ)

FOR AGENDA OF: May 25, 2010 **DATE SUBMITTED:** May 14, 2010

SUBMITTED BY: Kevin Coleman 

CLEARANCES: Kristine Ondrias 

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Under a discussion item on its May 11 agenda, City Council directed staff to place an action item on their May 25 agenda and lay out the City's options to respond to the County action. Under this item, the Council may consider a number of options ranging from initiating additional negotiations to initiating formal arbitration. Council may move to executive session to discuss their options with the City Attorney.

BACKGROUND

At its March 23 meeting, the City Council directed the City Manager to forward a draft Interlocal Agreement and a draft set of blended development standards, adding language that assures conformance with the state model subdivision ordinance to the Kerr County Commissioners' Court. That agreement and the amended standards were sent to the County on March 29.

The Commissioners' Court met on Monday, May 10. After a brief presentation by Commissioner Letz in open session, covering some history of the subject and providing some background about why he could not support adoption of the proposed ETJ Interlocal, the Commissioners' Court moved into Executive Session to confer with the County Attorney. Coming back from Executive Session the Commissioners' Court approved two motions made by Commissioner Letz:

- To direct the County Attorney to ask for an Attorney General's opinion about the applicability of the state model subdivision rules in the ETJ, and

To direct the County Attorney to initiate arbitration proceedings, as allowed under Texas Local Government Code 242, in respect to the ETJ agreement between the City of Kerrville and Kerr County.

It remains unclear whether the County intends to move forward with arbitration now, or intends to defer arbitration until the Attorney General's opinion is received.

As discussed in past meetings, the City will continue to regulate the subdivision of plats in the City's ETJ. This is in conformance with Chapter 212 and Chapter 242 of the Local Government Code, the city's Subdivision Ordinance, and the County's Subdivision Rules and Regulations.

Additionally, in that the City has completed its work on developing a 'blended standard' for ETJ developments, staff will continue to work on a draft revision of the City's subdivision ordinance. This draft ordinance will incorporate the ETJ 'blended' standards as developed, incorporate the State Model Subdivision Rules by reference and address any weaknesses in the existing ordinance. Staff anticipates that it will present this draft to the City Planning and Zoning Commission on or before its first meeting in September.

RECOMMENDED ACTION

Direct staff regarding subdivision authority in the City's Extraterritorial Jurisdiction.

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

SUBJECT: Proposed FY 2011 Budget Calendar for the City of Kerrville

FOR AGENDA OF: May 25, 2010

DATE SUBMITTED: May 14, 2010

SUBMITTED BY: Mike Erwin 
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Budget Calendar
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

The City of Kerrville staff will present to Council a proposed budget calendar for the FY 2011 budget process.

RECOMMENDED ACTION

No action required. Staff seeks guidance and direction for the proposed budget calendar.

FY 2011 BUDGET CALENDAR

MARCH						
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			

3/26 - CORE Team Receives Brainstorming
3/31 - Finalize Budget Process Plans

APRIL						
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	

4/1 - 4/30 Departments Meet with Boards, Develop Budgets
4/9 - Budget Kick-Off

4/30 - HOT Funding Applications Sent to Prior Applicants

MAY						
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					

5/7 - Budgets Due Back From CORE Team
5/14 - Preliminary Tax Roll
5/21 - Performance Information Due From CORE Team
5/27 - Training for HOT Applicants

JUNE						
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 Session(s)
6/1 - 6/30 - Final Board and Commission Recommendations
6/1 - 6/30 - City Manager Review and Preparation of Budget Document

6/18 - CIP & Capital Projects Due From CORE Team
6/25 - HOT Funding Applications due back

JULY						
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

Council Budget Work Sessions, as necessary

7/1 - 7/20 - City Manager Review and Preparation of Budget Document
7/6 - HOT Applicants present to Council

7/27 - City Manager Presents Budget to Council

AUGUST						
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				

Council Budget Work Sessions, as necessary

8/10 - Authorization of Publication of Effective Rate & Schedule Public Hearings

8/24 - First Tax Rate Public Hearing

SEPTEMBER						
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		

9/14 - Second Tax Rate Hearing, First Budget & Tax Rate Ordinance

9/28 - Second Budget & Tax Rate Ordinance

OCTOBER						
S	M	T	W	T	F	S
					1	2

10/01 - FY11 begins

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

SUBJECT: Appointment of Mayor Pro Tem

FOR AGENDA OF: May 25, 2010

DATE SUBMITTED: May 14, 2010

SUBMITTED BY: Brenda Craig,
City Secretary *BC*

CLEARANCES: Todd Parton, City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *W*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The city council may consider appointment of a mayor pro tem; this matter has also been posted for executive session.

RECOMMENDED ACTION

For council's consideration.

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

SUBJECT: Information related to the Joint Airport Board acting as the Joint Airport Zoning Board

FOR AGENDA OF: May 25, 2010 **DATE SUBMITTED:** May 7, 2010

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

EXHIBITS: 1992 Airport Zoning Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Kerrville-Kerr County Joint Airport Board would like to act (simultaneously) as the Kerrville-Kerr County Joint Airport Zoning Board. An ordinance allowing this was signed in July 1992. **This is a safety matter.** The Airport Board, also acting as the Airport Zoning Board, could:

- Have the authority to prevent the creation or establishment of an obstruction that has the potential of being a nuisance that could directly effect the air operations at the Kerrville-Kerr County Airport.
- Help mitigate the means of existing or proposed structures, or developments or trees which obstructs the airspace required for the flight of aircraft or which obstructs or interferes with the safe control or tracking and /or data acquisition in the landing, taking off or flight at the Kerrville-Kerr County Airport.
- Establish if a purposed or existing structure has a substantial adverse effect on the safe and efficient utilization of navigable airspace.

Additional information is provided in the Zoning Ordinance of 1992.

RECOMMENDED ACTION

This item is for information and discussion only. The Joint Airport Board would like to request approval by the Kerrville City Council to allow the Kerrville-Kerr County Joint Airport Board to act simultaneously as the Kerrville-Kerr County Joint Airport Zoning Board at the June 8, 2010 City Council meeting.



Kerrville
Kerr County
Joint Airport
Board

March 4, 2010

Stephen King
President

Kerr County Commissioners' Court
700 Main Street
Kerrville, Texas 78028

Fred Vogt
Vice President

Kerrville City Council
800 Junction Highway
Kerrville, Texas 78028

Re: Airport Zoning

Mark Cowden
Board Member

Distinguished Members of the Court and Council,

Tom Moser
Board Member

Legal council for the Kerrville/Kerr County Joint Airport Board (Mike Hayes, Attorney – City of Kerrville) has confirmed that the Kerrville/Kerr County Joint Airport Board may also act as the Joint Airport Zoning Board. Sources of authority that confirm this finding are the Texas Transportation Code, Texas Local Government Code, Interlocal Agreement, City Ordinance and Airport Hazard Zoning Ordinance.

Corey Walters
Board Member

This letter is to request that you reaffirm the Kerrville/Kerr County Joint Airport Board's role/authority to simultaneously act as the Joint Airport Zoning Board. This is pursuant to the "Airport Hazard Zoning Ordinance" enacted July 16, 1992.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve King".

Steve King
President
Joint Airport Board

Enclosure

**Attorney's Certificate
Kerrville Municipal-Louis Schreiner Field
Airport Hazard Zoning Ordinance**

I certify that I have examined the Airport Hazard Zoning Ordinance adopted by the Kerrville-Kerr County Joint Airport Zoning Board on July 16, 1992, relating to Kerrville Municipal-Louis Schreiner Field, and said Ordinance together with all legal notices and hearings were had and enacted pursuant to applicable state and local laws, orders and ordinances, and that in my opinion said Ordinance complies with the conditions set out in the Grant Agreement between the Texas Department of Aviation, Austin, Texas and the City of Kerrville, Texas together with all state and local laws and is valid, binding, and enforceable.

Certified this 3rd day of August, 1992.

For the City of Kerrville
JUSTY, MACHANN,
WILLIAMS

E. Dwayne Machann
Attor. E. DWAIN MACHANN

7) The Board shall have an audit of the financial affairs of the Board and its operation of the Airport conducted each year by an independent accountant and shall furnish the audit to each Party no later than December 1 of each year.

8) The Board shall ensure that all records regarding the operation of the Airport are maintained, retained, and made available for public review in accordance with the Texas Public Information Act. All records shall be maintained at the Airport.

9) The Board shall hire and employ an Airport Manager ("Manager") and such other employees as are necessary for the operation of the Airport. The Manager shall be hired as soon as possible after execution of this Agreement.

10) The Board, through its Manager and any other employees, shall be responsible for the day-to-day management of the Airport. Toward that end, the Board is authorized to enter into service contracts with other public or private entities.

11) The Board may adopt resolutions, rules, and orders for the operation of the Airport.

12) The Board may lease Airport property and may adopt fees and rental rates with respect to the use of Airport services or use of Airport property. Such fees and rates should be, to the extent possible, included within the Board Budget.

*

13) The Parties acknowledge that the Airport property is within the City's limits and is subject to the City's regulations and that land adjacent to the Airport but outside the City limits is subject to the adoption, administration, and enforcement by either a County or Joint Airport Zoning Board of airport hazard area and compatible land use zoning. However, the Board shall monitor and consider appropriate zoning for the Airport and the immediately surrounding areas whose use may impact Airport operations.

Advisory

14) The Board shall adopt policies and procedures for the purchase of goods and services and for the accounting of the Airport's finances, each in accordance with state law.

15) The Board may insure itself, its contractors and subcontractors against liability arising from the operation of the Airport for damages to the person or property of others, workers' compensation, and officers' and employees' liability. The insurance may consist of self-insurance and/or purchased insurance.

16) The Board shall comply with the Code and other state laws and local laws in all respects.

(h) Meetings. The newly reconstituted Board shall meet within 15 days following the execution of this Agreement and the appointment(s) and/or reappointment(s) of Board

KERRVILLE MUNICIPAL-LOUIS SCHREINER FIELD
AIRPORT HAZARD ZONING ORDINANCE

JULY 16 _____, 1992

An ordinance regulating and restricting the height of structures and objects of natural growth, and otherwise regulating the use of property in the vicinity of the Kerrville Municipal-Louis Schreiner Field by creating the appropriate zones and establishing the boundaries thereof; providing for changes in the restrictions and boundaries of such zones; defining certain terms used herein; referring to the Kerrville Municipal-Louis Schreiner Field Airport Zoning Map which is incorporated in and made a part of this Ordinance; providing for enforcement; establishing a Board of Adjustment; and imposing penalties.

This Ordinance is adopted pursuant to the authority conferred by the Airport Zoning act, Tex. Local Gov't. Code Ann. §241.001 et seq (Vernon 1988).

It is hereby found that an obstruction has the potential for endangering the lives and property of users of Kerrville Municipal-Louis Schreiner Field and property or occupants of land in its vicinity; that an obstruction may affect existing and future instrument approach minimums of Kerrville Municipal-Louis Schreiner field, and that an obstruction may reduce the size of areas available for landing, take-off and maneuvering of aircraft, thus tending to destroy or impair the utility of Kerrville Municipal-Louis Schreiner Field, and the public investment therein. Accordingly it is declared that:

1. Kerrville Municipal-Louis Schreiner Field fulfills an essential community purpose; and
2. the creation or establishment of an obstruction has the potential of being a nuisance and may injure the region served by Kerrville Municipal-Louis Schreiner Field; and
3. it is necessary in the interest of public health, public safety, and general welfare that the creation or establishment of obstructions that are a hazard to air navigation be prevented; and
4. the prevention of these obstructions should be accomplished, to the extent legally possible by the exercise of the police power without compensation.

It is further declared that the prevention of the creation or establishment of hazards to air navigation, the elimination, removal, alteration or mitigation of hazards to air navigation, or the marking and lighting of obstructions are public purposes for which a political subdivision may raise and expend public funds and acquire land or interests in land.

Be it Ordained by the Kerrville-Kerr County Joint Airport Zoning Board of the City of Kerrville, Texas and the Commissioners Court of The County of Kerr, Texas:

Section 1. Short Title - This Ordinance shall be known and may be cited as "Kerrville Municipal-Louis Schreiner Field Airport Hazard Zoning Ordinance".

Section 2. Definitions - As used in this Ordinance, unless the context otherwise requires:

- A. Airport - means Kerrville Municipal-Louis Schreiner Field.
- B. Airport Elevation - means the established elevation of the highest point on the usable landing area measured in feet from mean sea level.
- C.  Airport Hazard - means and structure or tree or use of land which obstructs the air space required for the flights of aircraft or which obstructs or interferes with the control or tracking and/or data acquisition in the landing, taking off or flight at an airport, or at any installation or facility relating to flight, and tracking and/or data acquisition of the flight craft; is hazardous, interferes with or obstructs such landing, taking off or flight of aircraft or which is hazardous to or interferes with tracking and/or data acquisition pertaining to flight and flight vehicles.
- D. Airport Hazard Area - means any area of land or water upon which an airport hazard might be established if not prevented as provided in this Ordinance.
- E. Airport Reference Point - means the point established as the approximate geographic center of the airport landing area and so designated.
- F. Approach Surface - a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 4 of this Ordinance. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.
- G. Approach, Transitional, Horizontal, and Conical Zones - These zones are set forth in Section 3 of this Ordinance.
- H. Board of Adjustment - A Board consisting of five (5) members appointed by the City Council of the City of

Kerrville, Texas as provided by Tex. Local Gov't Code Ann., §241.032 (Vernon 1988).

- I. Conical Surface - A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (1) for a horizontal distance of four thousand (4,000) feet.
- J. Hazard to Air Navigation - An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.
- K. Height - For the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be mean sea level elevation.
- L. Horizontal Surface - A horizontal plane one-hundred-fifty (150) feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.
- M.  Joint Airport Zoning Board - means a board consisting of five (5) members: two (2) members appointed by the City Council of the City of Kerrville, Texas and two (2) members appointed by the Commissioners Court of Kerr County, Texas. The four (4) members so appointed shall elect a fifth (5th) member who shall serve as Chairman of said Joint Airport Zoning Board.
- N. Landing Area - means the surface area of the Airport used for the landing, take-off or taxiing of aircraft.
- O. Nonconforming Use - Any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this Ordinance or an amendment thereto.
- P. Obstruction - Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section 4 of this Ordinance.
- Q. Person - means an individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.
- R. Primary Surface - A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two-hundred (200) feet beyond each end of that runway; but when the runway has no specially prepared hard surface or planned hard

surface, the primary surface ends at each end of that runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of a primary surface is:

- (1) Five hundred (500) feet for utility runways having non-precision instrument approaches.
 - (2) For other than utility runways the width is one thousand (1,000) feet for a non-precision instrument runway having a non-precision instrument approach with visibility minimums as low as three-fourths of a statute mile, and for precision instrument approach runways.
- S. Runway - A defined area on an airport prepared for landing and take-off of aircraft along its length.
- T. Structure - An object, including a mobile object, constructed or installed by man, including, but not limited to, buildings, towers, cranes, smokestacks, earth formations, and overhead transmission lines.
- U. Transitional Surfaces - These surfaces extend outward at ninety (90) degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at ninety (90) degree angles to the extended runway centerline.
- V. Tree - Any object of natural growth.
- W. Utility Runway - a runway that is constructed for and intended to be used by propeller-driven aircraft twelve thousand five hundred (12,500) pounds maximum gross weight and less.
- X. Non-precision Instrument Runway - A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in

non-precision instrument approach procedure has been approved or planned.

- Y. Precision Instrument Runway - A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS), a Microwave Landing System (MLS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

Section 3. Zones - In order to carry out the provisions of this Ordinance, there are hereby created and established certain zones which include all of the land lying beneath the Approach Surfaces, Transition Surfaces, Horizontal Surface and Conical Surface as they apply to Kerrville Municipal-Louis Schreiner Field. Such zones are shown on the Zoning Map consisting of one (1) sheet, prepared by the Texas Department of Aviation, Austin, Texas and dated October 1, 1990, which is attached to this Ordinance and made a part hereof. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

A. Approach Zones -

- (1) Runway 30 Approach zone is established beneath the approach surface at the end of Runway 30 on Kerrville Municipal-Louis Schreiner Field for precision instrument landings and take-offs. The inner edge of the approach zone shall have a width of one thousand (1,000) feet which coincides with the width of the primary surface at a distance of two hundred (200) feet beyond the end of the runway, widening thereafter uniformly to a width of sixteen thousand (16,000) feet at a horizontal distance of fifty thousand (50,000) feet beyond the end of the primary surface, its centerline being the continuation of the centerline of the runway.
- (2) Runway 12 Approach zone is established beneath the approach surface at the end of Runway 12 on Kerrville Municipal-Louis Schreiner Field for non-precision instrument landings and take-offs with visibility minimums as low as three-fourths of a statute mile. The inner edge of the approach zone shall have a width of one thousand (1,000) feet which coincides with the width of the primary surface at a distance of two hundred (200) feet beyond the end of the runway, widening thereafter uniformly to a width of four thousand (4,000) feet

at a horizontal distance of ten thousand (10,000) feet beyond the end of the primary surface, its centerline being the continuation of the centerline of the runway.

- (3) Runway 2/20 Approach zone is established beneath the approach surface at the ends of Runway 2/20 on Kerrville Municipal-Louis Schreiner Field for non-precision instrument landings and take-offs. The inner edge of the approach zone shall have a width of five hundred (500) feet which coincides with the width of the primary surface at a distance of two hundred (200) feet beyond each end of the runway, widening thereafter uniformly to a width of two thousand (2,000) feet at a horizontal distance of five thousand (5,000) feet beyond each end of the primary surface, its centerline being the continuation of the centerline of the runway.

- B. Transition Zones - Transition zones are hereby established beneath the transition surface adjacent to each runway and approach surface as indicated on the zoning map. Transition surfaces, symmetrically located on either side of runways, have variable widths as shown on the zoning map. Transitional surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of seven (7) to one (1) from the sides of the primary surface and from the sides of approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.
- C. Horizontal Zone - The area beneath a horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of ten thousand (10,000) feet radii from the center of each end of the primary surface of Runway 12/30 and connecting the adjacent arcs by lines tangent to those arcs.
- D. Conical Zone - The area beneath the conical surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (1) for a horizontal distance of four thousand (4,000) feet.

Section 4. Height Limitations - Except as otherwise provided in this Ordinance, no structure shall be erected, altered, or

maintained, and no tree shall be allowed to grow in any zone created by this Ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

A. Approach Zones -

- (1) Runway 30 One (1) foot in height for each fifty (50) feet in horizontal distance beginning at the end of and at the elevation of the primary surface and extending to a point ten thousand (10,000) feet from the end of the primary surface, then rising one (1) foot in height for each forty (40) feet in horizontal distance for an additional forty thousand (40,000) feet from the end of the primary surface.
- (2) Runway 12 One (1) foot in height for each thirty-four (34) feet in horizontal distance beginning at the end of and at the elevation of the primary surface and extending to a point ten thousand (10,000) feet from the end of the primary surface.
- (3) Runway 2/20 One (1) foot in height for each twenty (20) feet in horizontal distance beginning at the end of and at the elevation of the primary surface and extending to a point five thousand (5,000) feet from the end of the primary surface.

B. Transition Zone - Slopes seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of one hundred fifty (150) feet above the airport elevation which is one thousand six hundred sixteen (1,616) feet above mean sea level. In addition to the foregoing, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending to where they intersect the conical surface. Where the precision instrument runway approach zone projects beyond the conical zone, there are established height limits sloping seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the approach surface, and extending a horizontal distance of five thousand (5,000) feet measured at ninety (90) degree angles to the extended runway centerline.

C. Horizontal Zone - Established at one hundred fifty (150) feet above the airport elevation, or a height of one

thousand seven hundred sixty-six (1,766) feet above mean sea level.

- D. Conical Zone - Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal zone and at one hundred fifty (150) feet above the airport elevation and extending to a height of three hundred fifty (350) feet above the airport elevation.
- E. Excepted Height Limitations -Nothing in this Ordinance shall be construed as prohibiting the growth, construction or maintenance of any tree or structure to a height up to fifty (50) feet above the surface of the land.

Section 5. Use Restrictions - Notwithstanding any other provisions of this Ordinance, no use may be made of land or water within any zone established by this Ordinance in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between the airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the airport.

Section 6. Nonconforming Uses -

- A. Regulations Not Retroactive - The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this Ordinance, or otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Ordinance, and is diligently prosecuted.
- B. Marking and Lighting - Notwithstanding the preceding provision of this Section, the owner of any nonconforming structure or tree is hereby required to permit the installation operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the City Manager of the City of Kerrville, Texas to indicate to the operators of aircraft in the vicinity of the Airport, the presence of such airport hazards. Such markers and lights shall be installed, operated, and

maintained at the expense of the City of Kerrville, Texas, and the County of Kerr, Texas.

Section 7. Permits -

A. Future Uses - Except as specifically provided in (1), (2) and (3) hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a permit therefore shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this Ordinance shall be granted unless a variance has been approved in accordance with Section 7, Par. D.

- (1) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
- (2) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than four thousand two hundred (4,200) feet from each end of the runway, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.
- (3) In the areas lying within the limits of the transition zones beyond the perimeter of the horizontal zone, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when such tree or structure, because of terrain, land contour, or topographic features, would extend above the height limit prescribed for such transition zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration of any structure, or growth of any tree in excess of any of the height limits established by this Ordinance except as set forth in Section 4, Par. E.

- B. Existing Uses - No permit shall be granted that would allow the establishment or creation of any airport hazard or permit a nonconforming use, structure, or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of this Ordinance or any amendments thereto or than it is when the application for a permit is made. Except as indicated, all applications for such permit shall be granted.
- C. Nonconforming Uses Abandoned or Destroyed - Whenever the City Manager of the City of Kerrville, Texas determines that a nonconforming structure or tree has been abandoned or more than eighty (80) percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.
- D. Variances - Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use his property, in violation of the regulations prescribed in this Ordinance, may apply to the Board of Adjustment for a variance from such regulations in question. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and the relief granted would not be contrary to the public interest, but do substantial justice, and be in accordance with the spirit of this Ordinance. Additionally, no application for variance to the requirements of this Ordinance may be considered by the Board of Adjustment unless a copy of the application has been furnished to the Kerrville Municipal-Louis Schreiner Field Airport Advisory Board for advice as to the aeronautical effects of the variance. If the Kerrville Municipal-Louis Schreiner Field Airport Advisory Board does not respond to the application within fifteen (15) days after receipt, the Board of Adjustment may act on its own to grant or deny said application.

- E. Obstruction Marking and Lighting - Any permit or variance granted may, if such action is deemed advisable by the City Manager of the City of Kerrville, Texas or the Board of Adjustment to effectuate the purpose of this Ordinance and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to allow the City Manager of the City of Kerrville, Texas to install, operate, and maintain, at the expense of the City of Kerrville, Texas and the County of Kerr, Texas such markings and lights as may be necessary.

 Section 8. Enforcement - It shall be the duty of City Manager of the City of Kerrville, Texas to administer and enforce the regulations prescribed herein. Applications for permits shall be made to the City Manager of the City of Kerrville, Texas upon a form published for that purpose. Applications required by this Ordinance to be submitted to the City Manager of the City of Kerrville, Texas shall be promptly considered and granted or denied. Applications for variances shall be made to the Board of Adjustment by first filing said application for variance with the City Manager of the City of Kerrville, Texas, who shall forthwith transmit said application to the Board of Adjustment for determination.

Section 9. Board of Adjustment -

- A. There is hereby created a Board of Adjustment to have and exercise the following powers:
- (1) to hear and decide appeals from any order, requirement, decision, or determination made by the City Manager of the City of Kerrville, Texas in the enforcement of this Ordinance.
 - (2) to hear and decide special exceptions to the terms of this Ordinance upon which such Board of Adjustment under such regulations may be required to pass;
 - (3) to hear and decide specific variances.
- B. The Board of Adjustment shall consist of five (5) members appointed by the City Council of the City of Kerrville, Texas and each shall serve for a term of two (2) years and be removable for cause by the appointment authority upon written charges, after a public hearing.
- C. The Board of Adjustment shall adopt rules for its governance and procedure in harmony with the provisions of this Ordinance. Meetings of the Board of Adjustment

shall be held at the call of the Chairman and at such times as the Board of Adjustment may determine. The Chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All hearings of the Board of Adjustment shall be public. The Board of Adjustment shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the City Clerk of the City of Kerrville, Texas and shall be a public record.

- D. The Board of Adjustment shall make written findings of fact and conclusions of law stating the facts upon which it relied when making its legal conclusions in reversing, affirming, or modifying any order, requirement, decision, or determination which comes before it under the provisions of this Ordinance.
- E. The concurring vote of four (4) members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision, or determination of the City Manager of the City of Kerrville, Texas or to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance, or to effect any variation in this Ordinance as provided in the Tex. Local Gov't Code Ann. §241.032(d) (Vernon 1988).

Section 10. Appeals -

- A. Any person aggrieved, or any taxpayer affected, by any decision of the City Manager of the City of Kerrville, Texas made in his administration of this Ordinance, if of the opinion that a decision of the City Manager of the City of Kerrville, Texas is an improper application of these regulations, may appeal to the Board of Adjustment.
- B. All appeals hereunder must be taken within a reasonable time as provided by the rules of the Board of Adjustment, by filing with the City Manager of the City of Kerrville, Texas a notice of appeal specifying the grounds thereof. The City Manager of the City of Kerrville, Texas shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken.
- C. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the City Manager of the City of Kerrville, Texas certifies to the Board of Adjustment, after the notice of appeal has been filed

with it, that by reason of the facts stated in the certificate, a stay would, in the opinion of City Manager of the City of Kerrville, Texas cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Board of Adjustment on notice to the City Manager of the City of Kerrville, Texas and on due cause shown.

- D. The Board of Adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person or by agent or by attorney.
- E. The Board of Adjustment may in conformity with the provisions of this Ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination, as may be appropriate under the circumstances.

Section 11. Judicial Review - Any person aggrieved, or any taxpayer affected, by any decision of the Board of Adjustment, may appeal to a court of competent jurisdiction, as provided by the Airport Zoning Act, Tex. Local Gov't Code Ann. §241.041 (Vernon 1988).

Section 12. Enforcement And Remedies - The City Council of the City of Kerrville, Texas and the County of Kerr, Texas may institute in any court of competent jurisdiction, an action to prevent, restrain, correct, or abate any violation of this Ordinance or of any order or ruling made in connection with its administration or enforcement including, but not limited to, an action for injunctive relief as provided by the Airport Zoning Act, Tex. Local Gov't Code Ann. §241.044 (Vernon 1988).

Section 13. Penalties - Each violation of this Ordinance or of any regulation order, or ruling promulgated hereunder shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than \$200.00 and each day a violation continues to exist shall constitute a separate offense.

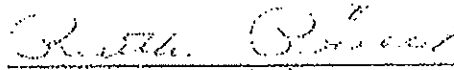
Section 14. Conflicting Regulations - Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail as provided by the Airport Zoning Act, Texas Local Gov't Code Ann., §241.901 (Vernon 1988).

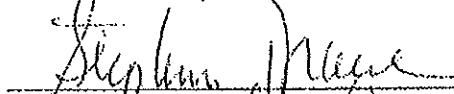
Section 15. Prior Ordinance Replaced - This Ordinance replaces and supersedes in its entirety that certain Airport Zoning Ordinance (the "Prior Ordinance") dated March 17, 1980, heretofore adopted by the Kerrville-Kerr County Joint Airport Zoning Board, and said Prior Ordinance is rendered null and void upon passage of this Ordinance and publication and posting of same as required by law.

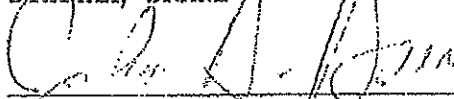
Section 16. Severability - If any of the provisions of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

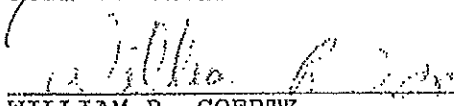
Section 17. Effective Date - Whereas, the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public health, public safety, and general welfare an Emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage by the Joint Airport Zoning Board and publication and posting as required by law.

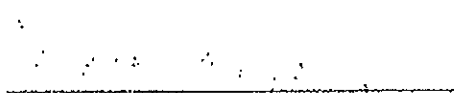
Adopted by the Kerrville-Kerr County Joint Airport Zoning Board this 16 day of July, 1992.


RUTH PRIEST, Chairman


STEPHEN DRANE


JOHN D. DAVIS


WILLIAM R. GOERTZ


DALE GREGORY

C76\67OR1

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: May 25, 2010

DATE SUBMITTED: May 14, 2010

SUBMITTED BY: Mike Erwin 
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Economic Update
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

No action required information purposes only.

**CITY OF KERRVILLE
ECONOMIC UPDATE AS OF MAY 5, 2010**

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	9.90%	9.70%	8.90%	↑	April
Consumer Confidence	57.9	52.3	39.2	↑	April
1 year T-Bills	0.33%	0.40%	0.48%	↓	5/19/10

State					
Monthly Unemployment	8.20%	8.30%	7.00%	↔	March
Monthly Sales Tax	\$1,675.5m	\$1,458.9m	\$1,652.7m	↑	April

Local					
Monthly Unemployment (Kerr Co.)	6.10%	6.00%	5.50%	↑	March
Median Listing Price	\$184,000	\$188,000	\$197,000	↓	4/30/10
Monthly Sales Tax	\$405,145	\$320,921	\$456,524	↓	May
Monthly EIC Tax	\$202,572	\$160,461	\$228,262	↓	May
Monthly HOT	\$84,312	\$81,142	\$78,137	↑	May

	FY10 Budget	FY10 YTD	FY10 % Received	FY09 YTD	FY09 % Received
General Fund					
Tax Revenue	\$15,055,218	\$11,821,056	78.52%	\$12,378,074	78.87%
Property Tax	\$8,468,618	\$7,826,331	92.42%	\$7,717,915	93.65%
Sales Tax	\$4,624,000	\$2,947,818	63.75%	\$3,470,365	67.73%
Permits & Fees	\$370,750	\$209,437	56.49%	\$277,266	63.99%
Intergovernmental	\$695,156	\$416,832	59.96%	\$623,945	74.77%
Service Revenues	\$3,311,183	\$1,873,305	56.58%	\$2,243,100	68.38%
Grant Revenue	\$10,000	\$10,525	105.25%	\$32,157	105.19%
Fines & Forfeitures	\$504,510	\$313,583	62.16%	\$322,899	75.24%
Interest & Misc.	\$460,211	\$336,871	73.20%	\$267,204	56.19%
Transfers In	\$1,260,825	\$783,943	62.18%	\$567,756	64.05%
Total General Fund	\$21,667,853	\$15,765,552	72.76%	\$16,712,401	75.75%

Water/Sewer Fund					
Water Sales	\$5,060,000	\$2,580,138	50.99%	\$3,093,875	67.79%
Sewer Sales	\$3,900,000	\$2,455,554	62.96%	\$2,254,947	63.59%
Other Revenue	\$669,500	\$531,460	79.38%	\$523,494	72.67%
Total Water & Sewer Fund	\$9,629,500	\$5,567,152	57.81%	\$5,872,315	66.50%

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

SUBJECT: Appointments to the Economic Improvement Corporation

FOR AGENDA OF: May 25, 2010

DATE SUBMITTED: May 14, 2010

SUBMITTED BY: Brenda Craig
City Secretary *BC*

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List

AGENDA MAILED TO:

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

SUMMARY STATEMENT

Consider appointments to the following board:

Economic Improvement Corporation: Two terms due to expire June 1, 2010:
Lindsay Duff and Ed Hamilton.

RECOMMENDED ACTION

Consider appointments.

ECONOMIC IMPROVEMENT CORPORATION

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
Crumrine, Bill 510 Winged Foot Lane President	895-1907 (H)	11-14-06	05-26-09	06-01-11
Pratt, Jack 1410 McAllen Drive Vice-President	895-2214 (O) 895-2214 (H)	05-26-09		06-01-11
Massey, Alan 1040 Edinburgh Secretary/Treasurer	257-5330 (O)	06-09-09		06-01-11
Appel, Gregg 201 Hummingbird Ln.	896-5000 (O) 895-4058 (H)	04-13-10		06-01-12
Duff, Lindsay 562 Fairway Dr.	257-5597 (O) 257-5597 (H)	04-10-07	5-27-08	06-01-10
Ferguson, Warren 2404 Rock Creek Drive	896-9500 (O)	05-26-09		06-01-11
Hamilton, Ed #170, One Schreiner Ctr	257-4020 (O) 895-1979 (H)	06-27-06	5-27-08	06-01-10

CITY STAFF:

Mindy Wendele 792-8343 (O)
Director of Business Programs

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

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

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

Quorum: Majority

Number of Members: Seven

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

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

Revised: April 30, 2010

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

SUBJECT: City Council Appointments to Various Boards and Commissions

FOR AGENDA OF: May 25, 2010

DATE SUBMITTED: May 18, 2010

SUBMITTED BY: Brenda Craig
City Secretary



CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board Lists

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

SUMMARY STATEMENT

Consider councilmember appointments to the following boards:

CITY BOARD	EXISTING COUNCIL REPRESENTATIVE	PROPOSED COUNCIL REPRESENTATIVE
Audit Committee	Chuck Coleman Stacie Keeble	
Economic Improvement Corporation	* Currently, no City Council Representative to this Board	
Food Service Advisory Board	Scott Gross	
Golf Course Advisory Board	Bruce Motheral	
Kerr Economic Development Foundation	Todd Bock	
Kerrville Public Utility Board	Todd Bock	David Wampler
Library Advisory Board	Scott Gross	
Main Street Advisory Board	Scott Gross	
Municipal Court Review Committee	Todd Bock Stacie Keeble	
Parks and Recreation Advisory Board	Stacie Keeble	
Planning and Zoning Commission	Bruce Motheral	
Playhouse 2000	Chuck Coleman	

* City Council is entitled to appoint up to three city councilmembers to EIC; however, prior city councils have decided not to appoint city councilmembers to EIC.

RECOMMENDED ACTION

Consider appointments.

ECONOMIC IMPROVEMENT CORPORATION

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
Crumrine, Bill 510 Winged Foot Lane President	895-1907 (H)	11-14-06	05-26-09	06-01-11
Pratt, Jack 1410 McAllen Drive Vice-President	895-2214 (O) 895-2214 (H)	05-26-09		06-01-11
Massey, Alan 1040 Edinburgh Secretary/Treasurer	257-5330 (O)	06-09-09		06-01-11
Appel, Gregg 201 Hummingbird Ln.	896-5000 (O) 895-4058 (H)	04-13-10		06-01-12
Duff, Lindsay 562 Fairway Dr.	257-5597 (O) 257-5597 (H)	04-10-07	5-27-08	06-01-10
Ferguson, Warren 2404 Rock Creek Drive	896-9500 (O)	05-26-09		06-01-11
Hamilton, Ed #170, One Schreiner Ctr	257-4020 (O) 895-1979 (H)	06-27-06	5-27-08	06-01-10

CITY STAFF:

Mindy Wendele 792-8343 (O)
Director of Business Programs

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

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

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

Quorum: Majority

Number of Members: Seven

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

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

Revised: April 30, 2010

FOOD SERVICE ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
HUGHES, BRENDA <i>Chair</i> 709 Galbraith Street	257-4540 (O) 896-5447 (H)	11-22-05	12-09-08	12-01-10
BAERWALD, DEBBIE LYNN <i>Vice-Chair</i> 115 Plaza Dr., #705	257-2515 (O) 257-9266 (F)	12-11-07	12-08-09	12-01-11
CROCKER, ROBBIE 1029 Bluebonnet Dr.	257-2433 (O) 257-5514 (H)	09-09-08	12-09-08	12-01-10
DUHR, JACQUES 129 Catalina Court	896-1294 (H)	12-09-08		12-01-10
McCRACKEN, SUSAN 406 Ave. B	895-4655 (O) 377-9847 (H)	12-08-09		12-01-11
SOUTHERN, MELISSA 615 Schreiner	257-3877 (O) 257-1923 (H)	12-09-08		12-01-10
VARWIG, KELLY 1315 Jackson Rd.	817-797-8148 (O)	12-08-09		12-01-11

COUNCIL LIAISON:

Scott Gross 792-5555 (O)
2908 Dry Hollow 210-363-1144 (C)
PO Box 291277

CITY STAFF:

Amy Ives 792-8352 (O)
Compliance Center Manager 896-0517 (F)

Qualifications: Shall be composed of local certified food managers from the food service or food processing industry, any member of the local restaurant association who owns or conducts business in the city of Kerrville or any citizen of Kerr County qualified by training and/or experience to advise on the application of the food code.

Powers and Duties: To hear appeals and make recommendations to the health official for variances from provisions of the code; to provide assistance to the health official concerning interpretations of the code; to advise the city manager, at his request, regarding the suspension or revocation of food permits; and to consider and make recommendations to city council regarding any matters relating to the food service program.

Term of Office: Two Years; no member shall serve more than two consecutive terms.

Quorum: Four

Number of Members: Seven

Meeting Time & Place: Quarterly (*Mar, Jun, Sep & Dec*), Third Tuesday, 3:00 p.m., Meeting Room #1

Absences: Any member who misses three consecutive regular meetings shall thus cause his/her seat on the board to become vacant. The council shall then appoint a new member to fill the vacancy.

Established by: Ordinance 1989-30; amended by Ordinance 1994-11
Code of Ordinances: Chapter 58 - Article II - Section 58-34

Revised: December 11, 2009

GOLF COURSE ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
HAMILTON, STEVE 942 Pecan St. Chair	895-1754 (H) 792-4844 (O)	11-09-04	06-26-07	07-01-10
ANGELL, PAT 2329 Rock Creek Vice-Chair	896-0347 (H)	04-08-08		07-01-11
CODY, B. K. 1602 Quinlan Creek	896-4472 (H)	06-24-08		07-01-11
LOW, BEN 243 Fairview Drive	257-6882 (H)	09-26-06	06-26-07	07-01-10
SMITH, KAREN 420 East Lane	792-4444 (O) 792-4442 (F)	04-10-07		07-01-10
THOMAS, BILL 435 Coronado Drive	895-2323 (O) 895-3695 (H)	07-28-09		07-01-11
WALDEN, MATTHEW 717 Hill Country Dr.	257-2212 377-2446	04-13-10		07-01-11
COUNCIL LIAISON:				
Bruce Motheral 812A Sidney Baker	257-6360 (O) 257-2087 (H)			
CITY STAFF:				
Kristine Ondrias Assistant City Manager	792-8384 (O)			
Scott McDonough General Manager of Golf & Tennis	257-4982 (O)			

Qualifications:	All must be residents of the city.
Purpose and Duties:	The purpose of the Board is to advise the City Council and city staff on matters relating to the operation of the Scott Schreiner Municipal Golf Course.
Term of Office:	Two Years. No member shall serve more than two consecutive full terms without having at least one full year off of the Board between terms.
Vacancies:	Upon the vacancy, removal, or expiration of the term of office of any member, the city council shall appoint a successor who shall hold that position for the unexpired term or for the period of two years when the appointment is made as the result of the expiration of a board member's term.
Quorum:	Four members of the board, excluding liaison members.
Number of Members:	Seven
Meeting Time & Place:	Fourth Monday at 4:30 p.m.; City Council Chambers
Absences:	The name of any member having three consecutive absences from regularly called meetings of the board, or who in any consecutive twelve-month period is absent from more than 25 percent of the regularly called meetings, shall be forwarded to the city council for consideration for removal and replacement on

the board.

Established by:

Resolution No. 037-2009, which repealed Resolution Nos. 99-230, 99-307, 080-2000, and 136-2004

Revised:

April 30, 2010



ECONOMIC DEVELOPMENT FOUNDATION

First we work—then we play.

KERR ECONOMIC DEVELOPMENT FOUNDATION DIRECTORS
October 1, 2009 – September 30, 2010

KEDF Executive Board of Directors for 2009-10

Troxell, Dan	Chairman	2010
Nichols, Greg	CO-Vice Chairman	2011
Huser, Steve	CO-Vice Chairman	2011
Itschner, Royce	Treasurer	2010
Chapman, Steve	Director	2010
McCuan, Tracy	Director	2010
Murray, Pat	Director	2010
Tinley, Pat	Director	2010
Wampler, David	Director	2010
Tiemann, Sue	Ex-officio	2010

KEDF Full Board of Directors Service Terms and Expiration Dates

Terms Expiring September 30, 2010

Anfinson, Stephen	Kerrville State Hospital
Chapman, Steve	Chapman Building Systems
Cowden, Mark	Security State Bank & Trust
Freedle, Patrick	Davidson, Freedle, Espenhover & Overby
Green, Bob	Kerr County Abstract & Title Company
Gutierrez, Robin	Kerrville Veteran's Administration Hospital
Haufler, Mark	Wells Fargo
Henneke, Fred	Attorney at Law
Itschner, Royce	Massey & Itschner
Leslie, Craig	Attorney at Law
Lewis, Peter W.	Peter W. Lewis Architect & Associates
McCuan, Tracy	Kerrville Public Utility Board
Murray, Pat	Peterson Regional Medical Center
Peschel, Jimmie	Fidelity Abstract & Title Company



ECONOMIC DEVELOPMENT FOUNDATION

First we work—then we play.

Terms Expiring September 30, 2010 continued

Schmerbeck, Stephen
Summerlin, Dr. Tim
Thompson, Roy
Tiemann, Sue
Tinley, Pat
Troxell, Dr. Dan
Waller, Bob
Wampler, David
Williams, Bill
Williams, David

Garrett Insurance Company
Schreiner University
Union State Bank
Commercial Realty Services
Kerr County Judge
KISD Superintendent
Broadway Bank
Mayor of Kerrville
County Commissioner Pct. 2
Hill Country State Bank

Terms Expiring September 30, 2011

Davis, John
Hilderbran, Harvey
Houdeshell, Tom
Huff, Michael
Huser, Steve
Kennedy, Joe
Lowe, Mike
Masters, Greg
Nichols, Greg
Ragsdale, Jane
Schellhase, Walter
Steele, Sue
Vinyard, Dave
Wilson, Delbert

Family Practices & Associates
Texas State Representative
ATEK, Inc.
Wells Fargo
Huser Construction
Kerrville Aviation
JM Lowe Construction
Coldwell Banker
HEB
Heart of the Hills
Hill Country Veterans Council
Bank of the Hills
Briscoe Hall
Hill Country Telephone Cooperative, Inc.

KERRVILLE PUBLIC UTILITY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
SMITH, BLAKE W. P.O. Box 139 Hunt, 78024	238-4621 (O) 238-4548 (H)	04-16-02	04-10-07	04-21-12
FINE, STEPHEN 1210 Virginia Dr.	257-6020 (O) 896-2934 (H)	03-28-06		04-21-11
GAMBLE, FRED 430 Crest Ridge	792-7355 (O) 257-5135 (H)	04-13-10		04-21-15
WAMPLER, DAVID Mayor 222 Sidney Baker S. Suite 538	895-3600 (O) 896-7832 (H)	05-20-08		05-20-10
SAMPLE, JOHN P.O. Box 291341 355 W. Main	257-6625 (H)	03-10-09		04-21-14
McCUAN, TRACY General Manager P.O. Box 294999	257-3050 (O)			

Qualifications: Citizen of the United States of America who reside or conduct business on a full-time basis in Kerr County, Texas and who use the system for personal, residential, business and/or company use. No person who is related within the second degree of consanguinity or affinity to any member of the board of trustees shall be eligible for election as a member of the board.

Vacancies: All vacancies shall be filled by the city council from nominations of at least three persons for each position to be filled by the majority vote of the remaining members of the board of trustees. If the city council does not act upon such nominations within 30 days after submission in writing to the city council, the board of trustees by majority vote of the remaining members shall nominate three additional persons for each position to be filled. If the city council does not act upon such additional nominations within 30 days after submission of such additional nominations, the board shall be empowered to fill such vacancies by the majority vote of the remaining members of the board of trustees.

Powers: To take, have and exercise exclusive possession and control of the system, and all additions thereto, and to collect, and enforce the collection of all funds and revenues that may be or become owing or that may arise out of the operation of the system, and to disburse the same. To fix all rates for all services to be furnished by the system, with the power to alter the same at any time or times, subject to approval of the city council of the city of Kerrville. To employ and pay the compensation of a general manager of the system, and attorneys, engineers and other professional or technical aids as may be necessary. To do any and all things necessary in reference to the installing and maintaining of a complete system of records and accounts pertaining to the system and to make monies available for the payment of revenue bonds.

Term of Office: Five years; a person who has served as a member of the Board for an initial term shall be eligible to be re-appointed for one additional consecutive term of five years, and one only, but may serve for any number of non-consecutive terms so long as such member has not served as a member of the board for at least two years next preceding the term for which such member is appointed. A member who is appointed to the board to serve out an unexpired portion of a retired member's term shall not be considered to have served a "term" unless the unexpired portion of the term so served is two years or more. Permanent removal of residence from, or the failure to conduct business on a full-time basis in Kerr County by any member of the board shall vacate his office as a member of the board.

Quorum: Three

Number of Members: Five

Meeting Time & Place: Third Monday, 8:30 a.m., 2250 Memorial Blvd.

Absences: Any member of the board, other than the Mayor, who shall be continuously absent from all meetings held by the board for a period of four consecutive months shall, unless he shall have been granted leave of absence by the unanimous vote of the remaining members of the board, be considered to have vacated his office as a member of the board.

Established by: Ordinance No. 1987-45 (purchase); Resolution 1987-106 (Board);

Revised: May 19, 2010

LIBRARY ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
** LIPSCOMB, DAVID Chair 909 Lake Drive	895-4232 (H)	11-22-05	11-13-07	11-22-10
* HAYES, KAY Vice-Chair Box 1004 Center Point 78010	257-2122 (O) 634-2152 (H)	10-11-05	11-13-07	11-22-10
*** DOBIE, JIM 211 South Spanish Oak Trail	792-6583 (H)	10-22-07		11-22-10
** MARTIN, DIANA K. 3931 Kite Ct.	896-3300 (H)	03-10-09	01-12-10	11-22-12
* MOSELEY, JANET 151 Bluff Hill Rd., Hunt, Texas 78024	238-4436 (H)	07-09-07	12-08-08	11-22-11

EX OFFICIO MEMBERS:

Scott Gross City Council, Place 3 2908 Dry Hollow PO Box 291277	792-5555 (O) 210-363-1144 (C)	03-09-10
Jonathan Letz County Commissioner, Pct. 3 Kerr County Courthouse 700 Main St.	792-2216 (O)	03-09-10
Antonio Martinez Library Director 800 Junction Hwy	792-8320 (O)	03-09-10
**** Mike Bowlin 425 Water St. Kerrville Genealogical Society		03-09-10

CITY STAFF:

Kim Meisner Director of General Operations 800 Junction Highway	792-8340 (O) 377-7691 (C)
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Qualifications:	Two board members shall be appointed by Kerrville City Council; two board members shall be appointed by Kerr County Commissioners Court; one board member shall be appointed by The Friends of the Butt-Holdsworth Memorial Library
Powers and Duties:	- May hold hearings and consider and make recommendations to the city council and county commissioners court in writing pertaining to the library system. - Perform the following duties: (1) Initiate and support policies, programs, and planning for the advancement of the library; (2) Communicate the needs of the citizens of the city and county to the director of the library and the library staff; (3) Inform the public about library services available; (4) Evaluate progress of specific library activities; (5) Provide input to city manager during the selection process for a director of the library; (6) Develop and submit to the city council and commissioners court a proposed annual budget for the library, based on information provided to the board by the library director. - On or before June 30 of each year, the board shall present a proposed operational expense budget for the next fiscal year to the commissioners' court and the city council, including a forecast of fines and fees to be collected by the library. The proposed budget will comply with the provisions of the interlocal agreement. - May recommend that persons who have provided long and valuable service and support to the library be appointed by the city and county as life members of the "honorary library advisory panel" which may provide advice and assistance to the board as agreed upon between the board and the advisory panel, but in no event will this panel have the duties or obligations delegated to the library advisory board.
Term of Office:	All Board appointments shall serve two (2) year terms. No Board member shall serve more than two (2) consecutive two (2) year term on the Board without having at least one (1) full year off of the Board between terms. A majority of the members' terms shall expire in even-number years with the remaining members' terms expiring in odd-numbered years.
Quorum:	Three members
Number of Members:	Five members
Meeting Time & Place:	Third Tuesday of Every Month; 4:00 pm – 5:00 pm; City Council Chambers
Absences:	Any member having three consecutive unexcused absences shall have his membership reviewed by the board. By majority vote, the board may recommend to the appointing entity that such member be removed from office. The political entity that originally made the appointment shall fill the vacancy for the remainder of the unexpired term.
Established by:	Ordinance No. 1967-17; amended by Ordinance Nos. 80-5, 84-14, 84-58, 85-01, 87-24, 87-60, 87-61, and 2005-19 (in its entirety); Resolution Nos. 045-2006, 107-2006, 076-2007, and 122-2007 did not change this board. Code of Ordinances: Chapter 66 - Article II – Sections 66-31 through 66-34; Amended by Ordinance No. 2010-05.
Revised:	March 16, 2010, 2010

* Appointed by Kerr County Commissioners Court – voting member

** Appointed by Kerrville City Council – voting member

*** Appointed by Friends of the Butt-Holdsworth Memorial Library

**** Appointed By Kerrville Genealogical Society

MAIN STREET ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
SLETTEN, MATT <u>Chairman</u> 710 Rim Rock Rd	257-5151 (O) 895-1898 (H)	02-13-07	01-27-09	01-31-11
BOND, KYLE ALAN <u>Vice-Chairman</u> 419 East Lane	257-8233 (O) 459-0566 (H)	01-22-08	01-26-10	01-31-12
CARR, PENNI 202 Riverhill Blvd.	896-5569 (O) 896-0059 (H)	01-27-09		01-31-11
COONS, BECKY 131 Sandy Lane	895-2265 (O) 257-8873 (H)	01-22-08	01-26-10	01-31-12
FRY, LEE 120 Victoria Drive	367-7109 (H)	01-27-09		01-31-11
LEWIS, PETER 334 W. Water St.	896-4220 (O) 896-1707 (H)	01-22-08	01-26-10	01-31-12
LOZANO, CRYSTAL 115 Amelia Court	792-7863 (O) 370-6540 (H)	01-26-10		01-31-12
PETERSON, THOMAS 320 overland Trail W. Hunt, Texas 78024-3097	285-2374 (O)	02-13-07	01-27-09	01-31-11
SCHNEIDER, MELISSA 300 Ridge Road	896-2476 (H)	06-14-05	01-27-09	01-31-11
COUNCIL LIAISON:				
Scott Gross 2908 Dry Hollow PO Box 291277	792-5555 (O) 210-363-1144 (C)			
CITY STAFF:				
Mindy Wendele 715 Water Street	792-8343 (O)			

Powers and Duties: To encourage participation in the Main Street Revitalization Program; to establish goals and priorities for the Main Street Program; to review design appropriateness for the purpose of participation in the main street low-interest loan program and incentive grant projects; and to advise and support the main street program manager.

Term of Office: Two years with a maximum of two full successive terms (Bylaws)

Quorum: Five members

Number of Members: Nine

Absences: Any member who misses three consecutive meetings may be replaced (Bylaws)

Meeting Time & Place: Fourth Thursday at noon, 715 Water Street

Established by: Resolution No. 1994-133

Revised: June 1, 2009

PARKS AND RECREATION ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
ZUBER, RUSTIN Chairperson 514 East Lane	895-2829 (O) 895-4913 (H) 895-1673 (F)	04-08-08	04-13-10	03-31-12
MCMAHON, DIANE Vice-Chairperson 1904 Danielle Drive	896-3195 (H)	04-14-09		03-31-11
BLEVINS, MISTY 1225 Virginia	377-2175 (C) 257-5295 (H)	04-14-09		03-31-11
GARDNER, JIM 607 W. Water Street	896-1122 (O) 896-5117 (H)	04-14-09		03-31-11
NYE-SALLADIN, LISA 1015 Morningside Dr.	377-7198 (C) 896-3834 (H)	04-13-10		03-31-12
PETTY, ROBERT 112 Ridgerock Cove	896-9161 (H)	04-10-07	06-09-09	03-31-11
SANDER, SUSAN 500 Josephine	329-6923 (C) 896-7936 (H)	04-13-10		03-31-12
SCHMERBER, SCOTTY 429 Mack Hollimon	459-6883 (C) 896-5475 (H)	04-14-09		03-31-11
COUNCIL LIAISON: Stacie Keeble 3533 La Cumbre Drive	895-7725 (H)			
CITY STAFF: Kristine Ondrias, Assistant City Manager	792-8384 (O)			
Malcolm Matthews Director of Parks & Recreation	258-5506 (O)			

Qualifications:	A majority shall be residents of the city of Kerrville, and all shall be residents of Kerr County.
Powers and Duties:	Shall constitute an advisory board to the city council and shall periodically assist city staff in procedural matters. The board shall have authority to hold hearings in the city and to consider and make recommendations to the city council in writing on any and all matters pertaining to the city's parks and recreation system.
Term of Office:	Two years with a maximum of two terms. No member shall serve more than two terms without having at least one full year off between terms.
Quorum:	Five
Members:	Eight
Meeting Time & Place:	Third Thursday, 8:30 a.m., City Council Chambers
Absences:	Any member having three consecutive unexcused absences shall have his membership reviewed by the board. By majority vote, the board may recommend to the council that such member be removed from office. The council may then act upon such recommendation and either remove or retain such member.

Established by: Ordinance No. 1984-37, amended by Ordinance No. 1987-24
Code of Ordinances: Chapter 74 - Article II – Sections 74-31 through 74-38
Revised: April 22, 2010

PLANNING AND ZONING COMMISSION

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
PHILLIPS, ANDY Chairperson P.O. Box 291697	257-8989 (O) 895-2314 (H)	01-24-06	12-09-08	01-01-11
KESSLER, JAMES Vice-Chairperson 131 Homestead	895-7831 (H)	04-12-05	01-08-08	01-01-11
BUELL, HAROLD 1214 Jack Dr.	896-0114 (O) 895-2444 (H)	01-09-07	01-12-10	01-01-12
MACDONALD, JUSTIN 2951 Fall Creek Road	257-5323 (O) 896-4821 (H)	06-24-08	12-09-08	01-01-11
WATTERSON, DAVID 177 Phoenix Dr.	895-4048 (O) 377-6400 (H)	01-12-10		01-01-12

ALTERNATES:

SIGERMAN, MICHAEL 154 Wharton Rd.	305-634-3469(O) 895-7765 (H)	01-12-10		01-01-11
ALLEN, ELWYNN GENE 2106 Vista Ridge Dr.	895-5111 (O) 792-4651 (H)	10-14-08		01-01-12

COUNCIL LIAISON:
Bruce Motheral
812A Sidney Baker 257-6360 (O)

CITY STAFF:
Gordon Browning
Senior Planner 792-8350 (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: June 9, 2009

Playhouse 2000 Board of Directors as of 2010

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Chuck Coleman – **City Rep**
309 Bob White
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