

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, JUNE 10, 2014, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, JUNE 10, 2014, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Lainie Johnson, Director of the Pregnancy Resource Center.

PLEDGE OF ALLEGIANCE TO THE FLAG

1. VISITORS/CITIZENS FORUM:

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

2. RECOGNITIONS AND PRESENTATIONS:

2A. Resolution of Commendation to Rex Boyland for serving on the City of Kerrville, Texas Economic Improvement Corporation. (Mayor Pratt)

3. CONSENT AGENDA:

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

3A. Minutes of the regular City Council meeting held May 13, 2014, and the special meeting held May 20, 2014.

3B. Construction contracts with BRB Contractors, Inc. for the "lift station package" in the amount of \$3,391,600.00 and with Nelson Lewis, Inc. for the "force main package" in the amount of \$908,455.00 for the Jefferson lift station, force and gravity main project and execution of additional change orders which may exceed \$50,000 but not to exceed the total amount of \$4,500,000.00 and subject to adoption of a pending budget amendment.

END OF CONSENT AGENDA

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, June 5, 2014 at 3:30 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

4. PUBLIC HEARINGS:

4A. Voluntary annexation for 308.841 acres tract of land out of the Florentine Lara Survey No. 123, Abstract No. 225, M.K. and T.E.R.R. Survey No. 1861, Abstract 1242, and the J.D. Leavell Survey No. 1862, Abstract No. 1435 within Kerr County, Texas, and consisting of a residential subdivision to be known as The Heights of Kerrville and located west of Harper Road (FM 783) and between its intersection with Holdsworth Drive and Interstate 10. (staff)

4B. Resolution No. 17-2014 adopting the address renumbering of specified properties along Yorktown Boulevard between its intersection with Sidney Baker N. (State Highway 16) and as it continues northwest. (staff)

5. PUBLIC HEARING AND ORDINANCE, FIRST READING:

5A. Ordinance No. 2014-12, repealing Ordinance No. 2012-13 and creating a new "Planned Development District" for an approximate 4.241 acres consisting of Tracts I and II, Texas National Guard Armory Board in the Samuel Wallace Survey No. 113, Abstract No. 761, within the City of Kerrville, Kerr County Texas, and more commonly known as 411 Meadowview Lane; adopting a phased concept plan and conditions related to the development of said district to include a phased development schedule; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; and ordering publication. (staff)

6. ORDINANCE, SECOND AND FINAL READING:

6A. Ordinance No. 2014-10 declaring the adoption of amendments to the City of Kerrville, Texas, Charter in accordance with the adoption of Propositions Numbers 1 through 8 at the special election held on May 10, 2014; adopting the Charter, as amended; providing a cumulative clause; containing a savings and severability clause; providing an effective date; and providing other matters related to this subject. (staff)

7. ORDINANCE, FIRST READING:

7A. Ordinance No. 2014-13, amending the budget for fiscal year 2014 to allocate funds for various capital improvement projects. (staff)

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Resolution No. 18-2014 adopting the City of Kerrville Chapter 380 economic development program. (staff)

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8B. Receive a staff update on the status of repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently house the Mooney International, Corporation and proposed economic development agreement, and provide direction to city staff as necessary. (staff)

8C. Set fiscal year 2015 budget workshop. (staff)

8D. Appointment of mayor pro tem. (staff)

9. BOARD APPOINTMENTS:

9A. Appointments to the City of Kerrville, Texas Economic Improvement Corporation. (staff)

9B. Appointment of councilmembers to City boards and commissions. (staff)

10. ITEMS FOR FUTURE AGENDAS

11. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

12. EXECUTIVE SESSION:

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

Sections 551.071 and 551.072:

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

- River trail.

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City Secretary, City of Kerrville, Texas

Section 551.087:

8B. Repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently house the Mooney International, Corporation.

Sections 551.074:

7B. Appointment of mayor pro tem.

9A. Appointments to the City of Kerrville, Texas Economic Improvement Corporation.

9B. Appointment of Councilmembers to City boards and commissions.

13. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

14. ADJOURNMENT.

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Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Resolution of Commendation to Rex Boyland for serving on the City of Kerrville, Texas Economic Improvement Corporation. (Mayor Pratt)



City of Kerrville

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

RESOLUTION OF COMMENDATION

WHEREAS, REX BOYLAND has served as a member of the Economic Improvement Corporation with the date of service beginning May 25, 2010; and expiring June 1, 2014.

WHEREAS, REX BOYLAND has served faithfully and dutifully on said board;

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

That **REX BOYLAND** be recognized for outstanding service as a member of the Economic Improvement Corporation, and that on behalf of the citizens of Kerrville as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the ____ day of _____, 2014.

ATTEST:

Brenda G. Craig, City Secretary

Jack Pratt, Jr., Mayor



E. Gene Allen, Councilmember

Carson Conklin, Councilmember

Stacie Keeble, Councilmember

Gary Stork, Councilmember

Agenda Item:

3A. Minutes of the regular City Council meeting held May 13, 2014, and the special meeting held May 20, 2014.

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
MAY 13, 2014

On May 13, 2014, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Pratt in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Pastor John Standridge of Christ Church Presbyterian, followed by the Pledge of Allegiance led by Police Chief John Young.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Deputy City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Ashlea Boyle	Special Projects Manager
Jason Lutz	City Planner
Robert Ojeda	Fire Chief
John Young	Police Chief
Stuart Barron	Public Works Director

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

1. **VISITORS/CITIZENS FORUM:** No one spoke.

2. **RECOGNITIONS AND PRESENTATIONS:**

2A. Resolution of Commendation to Lisa Nye-Salladin for service on the Parks and Recreation Advisory Board.

2B. Resolution of Commendation to Aaron Yates for service on the Main Street Advisory Board.

3. **CONSENT AGENDA:**

Mr. MacDonald moved to approve consent agenda items 3A through 3D; Mr. Allen seconded the motion, and it passed 5-0:

3A. Minutes of the city council regular meeting held April 22, 2014.

3B. Resolution No. 13-2014 abandoning and terminating a gas pipeline easement located at 741 Water Street; making the abandonment and termination subject to the city's receipt of a wastewater easement; and ordering recording.

3C. Lease agreement with PNC Equipment Finance for lease of Toro equipment for the Scott Schreiner Municipal Golf Course, in the total amount of \$210,029.28 for a 48 month period.

3D. Amendment of a professional services agreement with Freese & Nichols, Inc. to provide professional engineering design services and additional survey for design of the Riverhills/Ridgewood storage tank water transmission line in an amount not to exceed \$30,713.00.

END OF CONSENT AGENDA

4. PUBLIC HEARING AND ORDINANCE, FIRST READING:

4A. Ordinance No. 2014-09 amending Article 10-IV-1 of the City of Kerrville Subdivision Ordinance, known as the city's "Subdivision Regulations," by amending Section 10-IV-1(B)(2) of the ordinance to exempt land owned, controlled, administered, or under the jurisdiction of a federal agency from plat requirements; containing a cumulative clause; containing a savings and severability clause; providing for an effective date; ordering publication; and providing other matters related thereto. Mayor Pratt read the ordinance by title.

Mr. Lutz noted the ordinance would exempt federally owned land from platting requirements of the city's subdivision ordinance; the ordinance would not exempt other requirements, e.g. utilities, sidewalks, etc.

Mayor Pratt declared the public hearing open at 6:09 p.m.; no one spoke and the public hearing was closed at 6:09 p.m.

Mr. MacDonald moved to disapprove Ordinance No. 2014-09 on first reading; Mr. Conklin seconded the motion.

Mr. Parton noted council previously passed a resolution of support for Freedoms Path, a housing project at the Veterans Administration (VA) site that required the developer to meet all development codes and regulations. VA staff felt that the city lacked authority to apply subdivision codes and platting requirements to the project. He requested verification of a statute or legal opinion from VA staff regarding the exemption of land owned by the federal government, but such information had not been provided. VA staff advised that the property was being leased for \$1 a year, and they were not partitioning or dividing the property, only allowing another use; therefore, the project did not trigger platting requirements. Mr. Parton noted the code clearly stated that platting requirements were triggered by development, not by the splitting of land; under the code, the developer would have to comply with platting requirements. VA staff advised him that if they were required to plat the land, they would not approve the project or provide funding. Staff was concerned about setting precedence for future developments and granting a waiver or exemption without justification; staff then considered allowing an exemption for developments on federal land, thus the ordinance was drafted.

Mr. Hayes noted he communicated with a VA attorney in Washington, DC, who provided an opinion that addressed law in the state of Washington; Mr. Hayes

repeatedly requested information that the federal government was exempt from development regulations in the state of Texas; the attorney said he would provide the information, but it had not been received.

The following points were also discussed by council and staff:

- The planning and zoning commission voted unanimously 5-0 on May 1 to deny recommending the ordinance to the city council based on the following points:
 1. Language was too vague and could exempt all properties including those that had floodplains from platting requirements.
 2. Keeping track of boundaries, setbacks, and ownership would become problematic in the future for subsequent owners.
 3. Would create a regulatory loophole for these properties.
- The exemption in the ordinance could create a loophole where a private entity purchasing or leasing property from the federal government could have their project exempted from platting requirements as a condition of the sale or lease.
- Failure to survey and plat the land properly could create problems in the future.
- The federal government should follow the same rules as everyone else. The VA should comply or provide proof of exemption.
- There was a provision in state zoning code that provided the city's authorization; the provision was not broad enough to apply to land in a floodway because such was restricted by FEMA.
- The agreement with Freedom's Path was approved by the developer and they voluntarily agreed to comply with all city requirements and the points listed in the agreement in exchange for the city's support of the project; now the developer, and assumedly the VA, changed their minds and did not want to comply, and state that the project would not continue unless the city changed the rules.
- Consider granting exceptions on a case by case basis as opposed to passing an amendment to the ordinance that might affect the city's ability to require platting on future land developments or could call into question the way the city applied and implemented its codes.
- Waivers and variances allowed under the current city ordinance were based on specific issues and hardships related to the property itself, and not exemptions based on who the property owner was.

Robert Smith, representing Beneficial Communities, the developer of Freedom's Path, noted they were getting close to closing and financing; they had deadlines which affected tax credits. The land at the VA was a federal reserve and as such the VA believed it was exempt and platting would be contrary to what they could and could not do on their land. Freedom's Path was leasing, not dividing the property. The VA wanted the project, but did not want to plat the land; if the VA had to plat, the project would go elsewhere.

The motion to deny failed 1-4 with Mr. MacDonald voting in favor of the motion and Councilmembers Allen, Conklin, Keeble, and Pratt voting against the motion.

Ms. Keeble moved to approve Ordinance No. 2014-09 on first reading as presented; Mr. Allen seconded the motion and it passed 4-1 with

Councilmembers Allen, Conklin, Keeble, and Pratt voting in favor of the motion, and Mr. MacDonald voting against the motion.

Council asked staff to continue to get information in writing from the VA.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Airport's fiscal year 2015 budget.

Stephen King, President of the Kerrville-Kerr County Joint Airport Board, presented the 2015 budget totaling \$404,064, and noted the following:

- The budget increased \$24,000 over 2014 due to revenue increase of 33%.
- City and county contribution at \$47,478.50 each, a reduction from 2014 which was \$80,401.00; the city and county allocation decreased for the past five years.
- The airport board received three buildings back from Mooney that would require repairs prior to being leased as T-hangars.
- The airport board had a total reserve fund of \$300,000.00, the t-hangars cost \$88,000, and the building consultant for the six Mooney buildings was estimated at \$100,000.00.
- Discussed possible future t-hangar income that may increase revenues and decrease city and county participation; goal was to make the airport self-sufficient.

Mr. King noted the recent storm caused significant damage and severe flooding inside the buildings that were owned by the city and county and leased by the new Mooney International. He opined that the storm damage was an emergency situation, noting that Mooney had to suspend operations in part of the complex due to electric safety issues, and Mooney had 85 employees at an estimated \$16,000 per day in salaries. Mooney rented the buildings in good faith and had also put in over \$1 million into the buildings. The airport board planned to hire a consultant to evaluate the buildings and roof, determine a plan to repair, prepare a request for proposal, evaluate bids, and see the project through to completion. The RFP would be designed with bid options so segments could be accepted or rejected. The estimated cost of the consultant was \$100,000.00; the airport board planned to submit a 2014 budget amendment to use airport reserve funds, but they would like to amend the 2015 budget to include reimbursement of \$50,000 each from the city and county to reimburse the airport reserve fund. He estimated the consultant's evaluation and plan would take approximately 3-4 weeks, and the scope could be expanded to include structural review of the buildings to determine viability before roofing. Once determined, the cost of the repairs to the buildings would be borne by the city and county as the owners.

Mayor Pratt noted that the city had already set aside \$500,000 for repair of the buildings.

County Commissioner Tom Moser noted the county passed a motion to ask that a consultant be hired to decide what needed to be done; the county recognized it owned half of the buildings and was obligated. He noted that Mooney had already invested \$3 million in buildings and equipment and planned to add another \$3 million. The county would come up with their share once that amount

had been determined; however, at this time, the county was constrained by state law as it was not in this year's budget. The county may receive a request from the airport board and Mooney to declare emergency conditions, then the county may be able to declare an emergency which would allow them to also seek other funding avenues; however, that may not be the case and he could not speak for other commissioners.

Airport Manager Bruce McKenzie noted the mowing contract was for five years with a three year renewal option.

Mr. Allen moved to approve the FY 2015 airport budget; Mr. Conklin seconded the motion and it passed 5-0.

5B. Resolution No. 11-2014 denying the rate increase requested by Atmos Energy Corp., Mid-Tex Division under the Company's 2014 annual rate review mechanism filing in all cities exercising original jurisdiction; requiring the company to reimburse cities' reasonable ratemaking expenses pertaining to review of the RRM; authorizing the city's participation with Atmos Cities Steering Committee (ACSC) in any appeal filed at the Railroad Commission of Texas by the company; requiring the Company to reimburse cities' reasonable ratemaking expenses in any such appeal to the railroad commission; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; and requiring delivery of the resolution to the company and the steering committee's legal counsel.

Mr. Hayes noted the city was a member of ACSC along with 164 other cities served by the Atmos Energy Mid-Tex Division. Atmos filed a rate increase in February seeking a \$45.7 million increase system wide; ACSC attributed \$37 million to the affected cities which were part of the ACSC. The parties attempted but had not reached a compromise. In the absence of a settlement agreement, the ACSC and legal counsel recommended adopting the proposed resolution to deny the increase, in effect keeping rates the same until a resolution could be reached later. If council approves the resolution, Atmos will appeal the decision before the Texas Railroad Commission, which will allow Atmos to increase its requested rates on June 1 while the appeal is pending, but that increase would be subject to the future settlement agreement. The proposed rate increase would be approximately \$2.02 monthly for the average residential customer.

Mr. Conklin moved for approval of Resolution No. 11-2014 denying the proposed rate increase; Mr. MacDonald seconded the motion and it passed 5-0.

5C. Drought contingency plan and water conservation plan.

Mr. Barron reported that the Texas Water Development Board required retail public water suppliers with more than 3,300 connections to update their water conservation plan and drought contingency plan every five years. The city's plan was in good standing with the TWDB, but staff brought this to council's attention to see if any amendments were needed. He did not recommend any changes.

The following persons spoke:

1. Carolyn Lipscomb questioned whether it was the lack of water or an infrastructure problem that required water conservation. She noted that the Region J report identified Kerrville as 3,224 acre feet short of water by 2020. If the city took the amount of water it was allowed to under the permits and stored it in ASR wells, was the water treatment plant adequate to treat the additional water and the infrastructure sufficient to deliver water to customers? She asked that the city consider changing the times for irrigation from 8:00 p.m. to midnight to 6:00-10:00 p.m. and 6:00-10:00 a.m. to 7:00-11:00 a.m. and have a different schedule of hours for those homes that had automatic sprinklers.

Mr. Barron noted the Region J report showed that during a drought of record, Kerrville could have a water deficit in the future. The infrastructure was in good shape but the city did have some concern for infrastructure during peak times of irrigation but nothing critical. He discussed future possibility of amending the water irrigation schedule to a schedule based on a regional map plan in order to better manage the system and smooth out times of peak usage; however, the odd/even address plan was easier for the public to understand. In establishing the current schedule the city considered the overall issues of working within the system's capabilities and allow the tanks to fill during the early morning hours, and having times available for people who worked during the day. He felt that the even/odd schedule also allowed staff to move water more evenly through the system than a regional mapping schedule would, thereby reducing the buildup of total trihalomethanes.

Mr. Barron noted the wastewater treatment plant produced 2.5 mgd of effluent, and during times of drought all effluent water was used.

2. David Lipscomb questioned why, if the city lacked infrastructure for treating water, the city would add another ASR well that would require water to be treated when it went into the ASR and again when it came out, which is more impact on the water treatment plant.

Mr. Barron stated the city had the ability to treat more water than it used under normal flow conditions on an average day in the winter months; if the city had more storage, it could store an additional 2.5-3 mgd. Water stored in ASR wells did not have to be retreated before it was put back into the distribution system, just add chlorine.

3. Jimmie Spradling asked if the plan was passed, would the irrigation schedule remain the same as the current schedule. Mr. Barron responded the schedule would not change.

Mr. Conklin moved to approve the plan as presented; Mr. Allen seconded the motion and it passed 5-0.

5D. Proposal for the City to acquire a 7.964 acre tract of land located on the north side of Holdsworth Drive and immediately adjacent to the western boundary of Section Two of the Keystone Subdivision.

Mr. Parton noted the city received an invitation to submit an offer to purchase 8 acres on the north side of Holdsworth Drive that was the remainder of a 236 acre tract that probably had been deemed as unusable portion of the original Keystone Subdivision. He described the property as unplatted and bounded on the east and south by the Keystone Subdivision; extremely steep with a huge earthen berm and retaining wall; landlocked with no practical access and very steep grade from Holdsworth Drive; no side access into the property from the adjacent subdivision; undeveloped and unplatted areas north and west of the property; no way to secure the property; major drainage and slope easement on the north for the Keystone Subdivision. He recommended the city not purchase the land as it would be a liability to own and maintain; however, at the council's request, staff could evaluate the land more thoroughly.

Council felt staff had more productive projects to focus on at this time and did not direct staff to evaluate the land.

Mr. Hayes noted the broker had expressed a willingness to accept any offer, and the possibility existed that it might be foreclosed on in the future and the bank might try to get a taxing entity to take it over without cost.

No action was taken by the city council.

Mr. Parton suggested staff draft a policy and evaluation process as guidance for accepting property and donations.

5E. Agreement with Tuscany Land, Ltd. to acquire property interests to bury the raw water irrigation line for the Riverhill Golf Course, acquire a recreation easement (river trail), settle claim with Riverhill Country Club, Inc., install a water meter and other matters related to these subjects.

Ms. Keeble noted that some of the land under consideration was owned by her and her husband (Tuscany Land, Ltd.); therefore, she filed a conflict of interest form, recused herself, and left the dais.

Mr. Parton noted that during the design phase of this segment of the river trail, the city's contractor crushed a section of the Riverhill Golf Course irrigation line located under the Hwy. 173 Bridge at the diversion point of the river. The city received money from the contractor equal to the cost of the damages. The city gave a temporary easement for that line to Riverhill in 1988 when the city took over the Kerrville Municipal Utility District; however, the line cannot cross over the river trail and must be buried. Mr. Parton contacted Mr. Keeble to negotiate a permanent easement to bury the irrigation line on the Tuscany property, and he agreed. Mr. Parton contacted Riverhill with the option of burying a new irrigation line in the permanent easement, and Riverhill agreed and provided payment.

Mr. Parton noted discussions with Mr. Keeble about the possibility of a 1,000 foot trail extension from the Birkdale trailhead to the Riverhill Subdivision, if funds were available and construction was authorized by the city council, and Mr. Keeble agreed to dedicate an easement for this section of the river trail. Also, Tuscany had an outstanding water credit of 1,937,000 gallons issued by the city as part of a 2009 settlement agreement that resulted from the construction of the Riverhill water transmission line. Mr. Parton proposed that the city install a 2" meter and vault, and provide a credit for the balance of the unused water, a total value of \$4,400.

Mr. MacDonald moved to authorize the city manager to finalize and execute agreements as proposed:

- Finalize agreement with Tuscany Land, Ltd.
- Negotiate agreement with Riverhill for release of agreements and claims for damages to their water line.
- Establish legal descriptions and execute easements.
- Install 2" meter and set up account with water credit.
- Install irrigation line.
- Construct river trail extension as budget allows.

Mr. Allen seconded the motion and it passed 4-0-1 with Councilmembers MacDonald, Allen, Conklin, and Pratt voting in favor of the motion; no one voted against the motion; and Councilmember Keeble abstained.

6. ITEMS FOR FUTURE AGENDAS: None

7. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- The city received a \$25,000 solid waste grant from AACOG to fund the annual household hazardous waste event in September.
- Kerrfest, May 15-18 at the Hill Country Youth Event Center.
- Memorial weekend activities: Kerrville Folk Festival, Downtown Festival of the Arts, Texas Hill Country Wine and Brew Festival, Kerr County Market Days, Kerr Arts and Cultural Center Art Show, and Inn of the Hills and YO Hotel for master fine arts and crafts shopping and dining. Free parking available in the downtown parking garage and free bus service will take visitors to all events.

8. EXECUTIVE SESSION: None.

ADJOURNMENT. The meeting adjourned at 7:48 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
OF A SPECIAL MEETING

KERRVILLE, TEXAS
MAY 20, 2014

On May 20, 2014, 10:00 a.m. the Kerrville City Council special meeting was called to order by Mayor Pratt in the city hall council chambers, 701 Main Street. The invocation was offered by Jimmy Sportsman, Minister of Kerrville Church of Christ., followed by the Pledge of Allegiance to the Flag led by Police Chief John Young.

MEMBERS PRESENT:

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

MEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Sandra Yarbrough	Director of Finance
Robert Ojeda	Fire Chief
Kim Meismer	Director of General Operations
John Young	Police Chief
Mary Reyes	Executive Secretary to Administration
Ashlea Boyle	Special Projects Manager

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

1. PRESENTATIONS TO OUTGOING CITY COUNCILMEMBER:

- T. Justin MacDonald, Councilmember Place Three

2. STATEMENT BY OUTGOING CITY COUNCILMEMBER:

- T. Justin MacDonald, Councilmember Place Three

3. OFFICIAL CANVASS OF RETURNS FOR THE CITY'S GENERAL AND SPECIAL ELECTIONS HELD ON MAY 10, 2014 REGARDING AMENDMENTS TO THE CITY CHARTER AND ELECTION OF OFFICERS

Mayor Pratt opened the canvass envelope and read the results of the General Election held on May 10, 2014; there were 1,931 votes cast with the following results:

Proposition No. 1: The amendment of the City Charter deleting Section 1.03 regarding the filing of a claim against the City.

For	1,227
Against	428

Proposition No. 2: The amendment of Section 2.04 of the City Charter to address vacancies, including a vacancy resulting from a recall election.

For	1,498
Against	208

Proposition No. 3: The amendment of Section 3.02 of the City Charter to clarify the Mayor's authority during emergencies.

For	1,613
Against	137

Proposition No. 4: The amendment of Section 4.03 of the City Charter to increase the number of signatures required for a candidacy petition and to waive the signature requirement where a filing fee is paid.

For	1,101
Against	643

Proposition No. 5: The amendment of Section 4.08 regarding the canvassing of elections to conform to state law.

For	1,607
Against	135

Proposition No. 6: The amendment of Section 5.10 to revise the process for a vacancy created as the result of a recall.

For	1,462
Against	232

Proposition No. 7: The amendment of the City Charter deleting Section 5.11 regarding time restrictions with respect to the use of recall.

For	1,205
Against	462

Proposition No. 8: The amendment of Section 8.07 to require that an ordinance is used for a budget amendment.

For	1,397
Against	293

Mayor:

T. Scott Gross	769
Jack Pratt	1,128

Councilmember Place Three:

Gary F Stork	958
Sherri D. Jones	932

Councilmember Place Four:

Gene Smith	818
Gene Allen	937

4. RESOLUTION NO. 15-2014 CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE MAY 10, 2014, CITY SPECIAL ELECTION REGARDING

Mr. MacDonald moved to approve Resolution No. 15-2014; Mr. Conklin seconded the motion and it passed 5-0.

5. RESOLUTION NO. 16-2014 CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE MAY 10, 2014, CITY GENERAL ELECTION

Mr. MacDonald moved to approve Resolution No. 16-2014; Mr. Conklin seconded the motion and it passed 5-0.

6. CERTIFICATES OF ELECTION SIGNED AND ISSUED BY MAYOR PRATT:

- Mayor: Jack Pratt, Jr.
- Councilmember Place Three: Gary F. Stork
- Councilmember Place Four: Gene Allen

7. OATHS OF OFFICE GIVEN BY STATE DISTRICT JUDGE STEPHEN B. ABLES:

- Mayor: Jack Pratt, Jr.
- Councilmember Place Three: Gary F. Stork
- Councilmember Place Four: Gene Allen

8. STATEMENTS BY NEWLY-ELECTED COUNCILMEMBERS

- Mayor: Jack Pratt, Jr.
- Councilmember Place Three: Gary F. Stork
- Councilmember Place Four: Gene Allen

Adjournment: The meeting adjourned at 10:28 a.m.

APPROVED: _____

ATTEST:

Jack Pratt, Jr., Mayor

Brenda G. Craig, City Secretary

Agenda Item:

3B. Construction contracts with BRB Contractors, Inc. for the "lift station package" in the amount of \$3,391,600.00 and with Nelson Lewis, Inc. for the "force main package" in the amount of \$908,455.00 for the Jefferson lift station, force and gravity main project and execution of additional change orders which may exceed \$50,000 but not to exceed the total amount of \$4,500,000.00 and subject to adoption of a pending budget amendment.

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

SUBJECT: Council authorization for the City Manager to execute construction contracts with BRB Contractors, Inc. for the "Lift Station Package" in the amount of \$3,391,600.00 and with Nelson Lewis, Inc. for the "Force Main Package" in the amount of \$908,455.00 for the Jefferson Lift Station, Force and Gravity Main Project and authorize the City Manager to execute additional change orders which may exceed \$50,000 but not to exceed the total amount of \$4,500,000.00 subject to the Budget Amendment Ordinance second reading on June 24, 2014.

FOR AGENDA OF: June 10, 2014

DATE SUBMITTED: June 3, 2014

SUBMITTED BY: Dieter Werner, P.E.
Director of Engineering

CLEARANCES: Kristine Ondrias
Deputy City Manager

EXHIBITS: Bid Documents and Bid Tabulations
Recommendation of Award of Contract

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$4,500,000.00	\$4,781,924.53*	\$6,389,792.92*	W92

*After 06/24/14 Budget Amendment Ordinance – 2nd Reading

PAYMENT TO BE MADE TO: BRB Contractors, Inc.
3805 NW 25th Street
Topeka, Kansas 66618

Nelson Lewis, Inc.
PO Box 235
Marble Falls, TX 78654

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Jefferson Lift Station, Force and Gravity Main project was identified in the 2008 Water & Wastewater Master Plan as a critical upgrade due to it currently operating beyond its firm capacity, which is defined as the total pumping capacity of a lift station at maximum day demand with the largest pump out of service. Jefferson Lift Station will be expanded to increase its firm pumping capacity, its wet well capacity, and be sized to accommodate future pumps to serve the existing and future peak flows from the Jefferson Basin. In addition to the lift station improvements, a new force main & gravity main will be constructed to convey flow across the Guadalupe River to the G Street

Interceptor, which conveys flows to the Birkdale Lift Station. Phase 1 of this project consisted of construction of gravity sewer main from Francisco Lemos through Louise Hays Park to G-Street where it was tied in to the G Street Interceptor gravity sewer main.

The "Lift Station Package" will consist of the demolition of the existing Jefferson lift station, constructing a 28-ft diameter, 42-ft deep wetwell adjacent to the existing lift station, and construction of force and gravity mains to tie into existing utilities. The "Force Main Package" construction will consist of a 600-ft bore under the Guadalupe River in addition to the installation of approximately 4,000 linear feet of 14-inch force main connecting the proposed Jefferson Lift Station to the existing gravity sewer installed as part of the Jefferson Force and Gravity Main Phase 1 project.

The project was bid with multiple alternate bidding options, as well as options for bidding the project "Lift Station Package", "Force Main Package", or both. On May 6, 2014, three (3) bids were received and opened. Low bidder for the lift station package was BRB Contractors, Inc. with a base bid in the amount of \$3,391,600.00. The low bidder for the force main package was Nelson Lewis, Inc. in the amount of \$908,455.00. City staff, in conjunction with Freese and Nichols, Inc., determined Nelson Lewis, Inc. did not meet the project requirements for lift station construction experience rejecting the option of award for the combination of the Lift Station Package and Force Main Package to Nelson Lewis, Inc.

RECOMMENDED ACTION

The Director of Engineering recommends that Council authorize the City Manager to execute construction contracts with BRB Contractors, Inc. for the "Lift Station Package" in the amount of \$3,391,600.00 and with Nelson Lewis, Inc. for the "Force Main Package" in the amount of \$908,455.00 for the Jefferson Lift Station, Force and Gravity Main Project and authorize the City Manager to execute additional change orders which may exceed \$50,000 but not to exceed the total amount of \$4,500,000.00 subject to the Budget Amendment Ordinance second reading on June 24, 2014.



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May 13, 2014

City of Kerrville
200 Sidney Baker St. North
Kerrville, TX 78028

Attn: Dieter Werner, P.E.
Director of Engineering and Planning

Subject: Jefferson Lift Station, Force and Gravity Mains – Phase 2
Recommendation of Award of Contract

Mr. Werner:

Listed below is the summary of bids for the Jefferson Lift Station, Force and Gravity Mains – Phase 2 Project. A total of three bids were received on May 6, 2014. Results are as follows:

<u>Bidders</u>	<u>Lift Station Bid</u>	<u>Force Main Bid</u>	<u>Combined Bid Amount</u>
1) Austin Engineering	\$4,131,015.00	No Bid	No Bid
2) BRB Contractors, Inc.	\$3,391,600.00	\$1,429,826.00	\$ 4,771,426.00
3) Nelson Lewis, Inc.	\$3,454,935.00	\$ 908,455.00	\$ 4,263,390.00

A copy of the bid tabulation is attached for your use and information. Note that the bid results shown above do not include any of the bid alternates.

The bid documents were structured such that the City of Kerrville could choose separate contractors for the Lift Station and for the Force Main or to choose one contractor for both. Therefore, Freese and Nichols reviewed the bids and performed reference checks on the two contractors submitting the lowest bids for each portion of the project and for the combined bid. BRB submitted the low bid on the Lift Station and Nelson Lewis submitted the lowest bid on the Force Main as well as the lowest combined bid.

Upon review of the qualifications documentation provided by Nelson Lewis, it was determined that this firm does not meet the lift station experience requirements listed in the bid documents. We are therefore recommending that the City award separate contracts for the Lift Station and for the Force Main.

Jefferson Lift Station, Force and Gravity Mains – Phase 2
Recommendation of Award of Contract
May 13, 2014

Based on the City's previous experience with BRB Contractors, Inc., and the Contractor's experience in lift station construction, Freese and Nichols recommends that the City of Kerrville award the Jefferson Lift Station Phase construction contract to BRB Contractors, Inc. for the low bid amount of \$3,391,600.00.

Based on the City's previous experience with Nelson Lewis, Inc., and the Contractor's experience in utility construction, Freese and Nichols recommends that the City of Kerrville award the Jefferson Force Main construction contract to Nelson Lewis, Inc. for the low bid amount of \$908,455.00.

Please call me if you have any questions.

Sincerely,

Freese and Nichols, Inc.

A handwritten signature in blue ink that reads "John New". The signature is fluid and cursive, with the first name "John" and last name "New" clearly distinguishable.

John New, P.E.
Principal

Xc: File
Charles Kucherka, P.E.



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Client: City of Kerrville Project: Jefferson Lift Station, Force and Gravity Main - Phase II Bid Date: May 6, 2014 FNI Project No.: KER12186 City of Kerrville Public Works No.: PW11-023				BRB Contractors, Inc. 3805 SW 25th Street Topeka, Kansas 66618		Nelson Lewis, Inc. P.O. Box 235 Marble Falls, Texas 78654		Austin Engineering 3317 North Hwy 620 Austin, Texas 78734	
#	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
LIFT STATION PACKAGE BASE BID ITEMS									
1	For Mobilization and Demobilization described in the Contract Documents for the lump sum (Maximum 5% of total contract of Lift Station Package) of:	1	LS	\$160,000.00	\$160,000.00	\$170,000.00	\$170,000.00	\$200,000.00	\$200,000.00
2	Design, install, maintain and remove Storm Water Pollution Prevention Plan and structures, complete as specified and indicated in the plans.	1	LS	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
3	Design, install, maintain, and remove Traffic Control Plan and devices, complete as specified and indicated in the plans.	1	LS	\$12,065.00	\$12,065.00	\$2,000.00	\$2,000.00	\$8,500.00	\$8,500.00
4	For development, design, and implementation of a trench safety system as required by the Occupational Safety and Health Administration and the assumption of responsibility for said system, including all required trench safety for alternate bid items, and structures complete as specified and indicated in the plans. (Contractor shall insert quantity of trench safety required for the project. Contractor shall only be paid for trench safety installed.)	1,000	LF*	\$1.00	\$1,800.00	\$5.00	\$5,000.00	\$1.00	\$1,000.00
5	For construction of the Jefferson Lift Station, including installation of submersible sewage pumps, piping, rails, valves, gauges, air release valves, fittings, yard piping, site grading, site paving, fencing, excavation (soil and rock), backfill, wet well and slab structural concrete, access hatches, bollards, coating and painting, aluminum canopies, by-pass pumping for tie-ins, dewatering, testing, clearing and grubbing, tree protection, drainage improvements, site restoration, water lines, site and off-site paving improvements and all other appurtenant work and items not specifically included in other bid items, complete as specified and indicated in the plans.	1	LS	\$1,445,000.00	\$1,445,000.00	\$2,000,000.00	\$2,000,000.00	\$2,450,000.00	\$2,450,000.00

				BRB Contractors, Inc.		Nelson Lewis, Inc.		Austin Engineering	
6	18-inch diameter drilled shafts at the Jefferson Lift Station, complete as specified and indicated in the plans.	80	VF	\$60.00	\$4,800.00	\$125.00	\$10,000.00	\$60.00	\$4,800.00
7	Furnish and install gravity sanitary sewer lines, all depths and diameters, including tie-ins to existing sewer lines, manholes, flowable fill, demolition, removal and plugging of force and gravity mains, abandoning or removing manholes, by-pass pumping and all appurtenant work, complete as specified and indicated in the plans.	1	LS	\$665,000.00	\$665,000.00	\$500,000.00	\$500,000.00	\$400,000.00	\$400,000.00
8	Furnish and install by open cut, 16-inch AWWA C-905 DR-18, 14-inch AWWA C-905 DR-18 and 10-inch AWWA C-900 DR-14 PVC force mains, including bedding, backfill, testing, dewatering, tie-ins, asphalt roadway repair, gate valves, ductile iron fittings and restraints, tree protection, clearing, site restoration and all other appurtenant work, complete as specified and indicated in the plans.	1	LS	\$582,000.00	\$582,000.00	\$200,000.00	\$200,000.00	\$431,000.00	\$431,000.00
9	Demolition of the existing Jefferson Lift Station and all appurtenant work, complete as specified and indicated in the plans.	1	LS	\$12,000.00	\$12,000.00	\$80,000.00	\$80,000.00	\$100,000.00	\$100,000.00
10	Furnish and install Slope Protection, TxDOT Item 169: Class 1, Type D Erosion Control Mat and Channel Liner for disturbed areas complete as specified and indicated in the plans.	1,460	SY	\$15.00	\$21,900.00	\$5.00	\$7,300.00	\$8.00	\$11,680.00
11	Furnish, install and maintain hydromulch seed for all disturbed areas, complete as specified and indicated in the plans.	1.6	AC	\$2,500.00	\$4,000.00	\$6,000.00	\$9,600.00	\$5,000.00	\$8,000.00
12	For the installation of all electrical equipment, lighting and conduit and wiring improvements, and all appurtenant work, complete as specified and indicated in the plans.	1	LS	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$440,000.00	\$440,000.00
13	Provide 2" HMAC, Item 340 Type D overlay to match existing grades, including sawcutting existing pavement, mill removing all existing asphalt, tack and prime coat, as needed, of Kier property driveway per Plan Detail 2/DT-12 and as indicated in the letter agreement included in the Appendix, complete as specified and indicated in the plans.	1	LS	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$28,000.00	\$28,000.00
14	Allowance for Data Flow Systems, Inc to provide SCADA complete as specified and indicated in the plans.	1	LS	\$38,035.00	\$38,035.00	\$38,035.00	\$38,035.00	\$38,035.00	\$38,035.00
LIFT STATION PACKAGE TOTAL BASE BID ITEMS 1-14					\$3,391,600.00		\$3,454,935.00	**	\$4,131,015.00
*Minimum 1,000 LF									

Client: City of Kerrville Project: Jefferson Lift Station, Force and Gravity Main - Phase II Bid Date: May 6, 2014 FNI Project No.: KER12186 City of Kerrville Public Works No.: PW11-023				BRB Contractors, Inc. 3805 SW 25th Street Topeka, Kansas 66618		Nelson Lewis, Inc. P.O. Box 235 Marble Falls, Texas 78654		Austin Engineering 3317 North Hwy 620 Austin, Texas 78734	
#	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
FORCE MAIN PACKAGE BASE BID ITEMS									
1	For Mobilization and Demobilization described in the Contract Documents for the lump sum (Maximum 5% of total contract of Force Main Package) of:	1	LS	\$71,000.00	\$71,000.00	\$45,000.00	\$45,000.00		No Bid
2	Design, install, maintain and remove Storm Water Pollution Prevention Plan and structures, complete as specified and indicated in the plans.	1	LS	\$45,000.00	\$45,000.00	\$25,000.00	\$25,000.00		No Bid
3	Design, install, maintain, and remove Traffic Control Plan and devices, complete as specified and indicated in the plans.	1	LS	\$13,200.00	\$13,200.00	\$5,000.00	\$5,000.00		No Bid
4	For development, design, and implementation of a trench safety system as required by the Occupational Safety and Health Administration and the assumption of responsibility for said system, including all required trench safety for alternate bid items, and structures complete as specified and indicated in the plans. (Contractor shall insert quantity of trench safety required for the project. Contractor shall only be paid for trench safety installed.)	5,021	LF*	\$1.00	\$5,021.00	\$5.00	\$25,105.00		No Bid
5	Furnish and install by open cut, 14-inch diameter AWWA C-905, DR-18 PVC force main, including open cut sections, bedding, backfill, testing, dewatering, asphalt roadway repair, driveway repair, ductile iron fittings and restraints, tree protection, clearing, site restoration and all other appurtenant work not specifically included in other bid items, complete as specified and indicated in the plans.	3,200	LF	\$223.00	\$713,600.00	\$95.00	\$304,000.00		No Bid
6	Furnish and install by bore, 30-inch steel casing pipe with 14-inch diameter AWWA C-905 DR-18 PVC carrier pipe with restrained joints, including testing, dewatering, and all other appurtenant work, complete as specified and indicated on the plans.	102	LF	\$900.00	\$91,800.00	\$550.00	\$56,100.00		No Bid
7	Furnish and install by horizontal directional drilling, 14-inch diameter AWWA C-905 DR-18 FPVC force main, including, backfill, flowable fill, testing, dewatering, fittings, restraints, tree protection, clearing, site restoration and all other appurtenant work, complete as specified and indicated in the plans.	587	LF	\$320.00	\$187,840.00	\$350.00	\$205,450.00		No Bid
8	Furnish and install 14-inch gate valves, valve boxes, and all other appurtenant work, complete as specified and indicated in the plans.	3	EA	\$6,650.00	\$19,950.00	\$7,600.00	\$22,800.00		No Bid

				BRB Contractors, Inc.		Nelson Lewis, Inc.		Austin Engineering	
9	Furnish and install combination air/vacuum valves in manholes, including fittings and all other appurtenant work, complete as specified and indicated in the plans.	3	EA	\$16,500.00	\$49,500.00	\$11,000.00	\$33,000.00		No Bid
10	Furnish and install by open cut, 21-inch diameter ASTM F679, SDR 26 gravity main, including excavation, bedding, backfill, testing, dewatering, asphalt repair, and all other appurtenant work, complete as specified and indicated in the plans.	233	LF	\$233.00	\$54,289.00	\$110.00	\$25,630.00		No Bid
11	Furnish and install by open cut, 15-inch diameter ASTM D3034, SDR-26 gravity main, including excavation, bedding, backfill, testing, dewatering, plug, and all other appurtenant work, complete in place as indicated in the plans.	20	LF	\$208.00	\$4,160.00	\$95.00	\$1,900.00		No Bid
12	Furnish and install by jack and bore, 36-inch diameter steel casing pipe with 21-inch diameter ASTM F679, SDR 26 carrier pipe, including joint restraints, spacers, end seals, pressure grouting, testing, dewatering, and all other appurtenant work complete as specified and indicated in the plans.	130	LF	\$900.00	\$117,000.00	\$600.00	\$78,000.00		No Bid
13	Furnish and install 72-inch diameter manholes complete as specified, to the depths indicated in the plans.	3	EA	\$10,300.00	\$30,900.00	\$13,000.00	\$39,000.00		No Bid
14	Furnish and install 72-inch diameter manholes with ventilation system complete as specified, to the depths indicated in the plans.	1	EA	\$14,400.00	\$14,400.00	\$18,000.00	\$18,000.00		No Bid
15	Utility Markers, complete in place as specified and indicated in the plans.	18	EA	\$65.00	\$1,170.00	\$50.00	\$900.00		No Bid
16	Furnish and install TxDOT Item 169: Class 1, Type D Erosion Control Mat and Channel Liner for disturbed areas complete as specified and indicated in the plans.	130	SY	\$17.00	\$2,210.00	\$5.00	\$650.00		No Bid
17	Furnish, install and maintain hydromulch seed for all disturbed areas, complete as specified and indicated in the plans.	3.82	AC	\$2,300.00	\$8,786.00	\$6,000.00	\$22,920.00		No Bid
FORCE MAIN PACKAGE TOTAL BASE BID ITEMS 1-17					\$1,429,826.00		\$908,455.00		No Bid
*Minimum 5,021 LF									

		BRB Contractors, Inc.		Nelson Lewis, Inc.		Austin Engineering	
ALTERNATE BID ITEMS							
A1	Add: Mill and overlay Jefferson St. (Full Width) in lieu of trench repair, complete as specified and indicated in the plans. (Required for Lift Station Package Bid)	5,445 SY	\$15.00	\$81,675.00	\$14.00	\$76,230.00	\$16.00 \$87,120.00
A2	Add: Mill and overlay Lowry St. (Full Width) in lieu of trench repair, complete as specified and indicated in the plans. (Required for Force Main Package Bid)	2,965 SY	\$21.00	\$62,265.00	\$16.00	\$47,440.00	No Bid
A3	Add/Deduct: Furnish and install by open cut, 18-inch diameter HDPE 4710, DR-13.5, IPS , 16-inch diameter HDPE 4710, DR-13.5, IPS and 12-inch diameter HDPE 4710, DR-13.5, IPS force mains in lieu of 16-inch AWWA C-905 DR-18, 14-inch AWWA C-905 DR-18 and 10-inch AWWA C-900 DR-14 PVC pipe as indicated in Lift Station Package Base Bid item No. 8, including all other appurtenant work required for the material change not specifically included in other bid items, complete as specified and indicated in the plans. (Required for Lift Station Package Bid)	1 LS	\$165,000.00	\$165,000.00	-\$2,000.00	-\$2,000.00	\$80,000.00 \$80,000.00
A4	Add/Deduct: Furnish and install by open cut and as carrier pipe within bored steel casing, 16-inch diameter HDPE 4710, DR-13.5, IPS force main in lieu of 14-inch AWWA C-905 DR-18 PVC pipe as indicated in Force Main Package Base Bid items Nos. 5 and 6, including all other appurtenant work required for the material change not specifically included in other bid items, complete as specified and indicated in the plans. (Required for Force Main Package Bid)	3,302 LF	\$100.00	\$330,200.00	-\$3.00	-\$9,906.00	No Bid
A5	Add/Deduct: Furnish and install by horizontal directional drilling (HDD), 16-inch diameter HDPE 4710, DR-9, DIPS force main in lieu of 14-inch AWWA C905 DR-18 FPVC as indicated in Force Main Package Base Bid item No. 7, including all other appurtenant work required for the material change not specifically included in other bid items, complete as specified and indicated in the plans. (Required for Force Main Package Bid)	587 LF	\$110.00	\$64,570.00	\$15.00	\$8,805.00	No Bid
LIFT STATION PACKAGE TOTAL BID			\$3,391,600.00	\$3,454,935.00	** \$4,131,015.00		
FORCE MAIN PACKAGE TOTAL BID			\$1,429,826.00	\$908,455.00	No Bid		
COST INCREASE/REDUCTION (IF ANY) TO COMBINE PACKAGES			-\$50,000.00	-\$100,000.00	No Bid		
TOTAL BID (TOTAL BID LIFT STATION PACKAGE + TOTAL BID FORCE MAIN +/- COST INCREASE/REDUCTION TO COMBINE LIFT STATION AND FORCE MAIN PACKAGES)			\$4,771,426.00	\$4,263,390.00	No Bid		
**Indicates error in Contractor calculation							

00 42 23 BID FORM

ARTICLE 1: BID RECIPIENT

1.01 This Bid is submitted to:

City of Kerrville, Texas
Attention: City Secretary
City Hall
701 Main Street
Kerrville, Texas 78028

- 1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

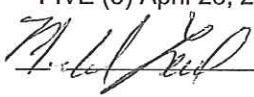
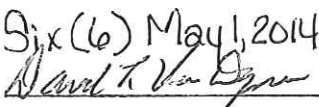
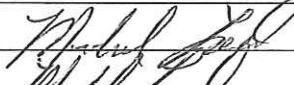
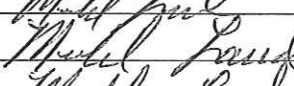
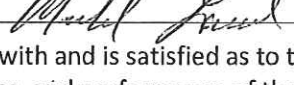
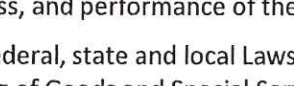
ARTICLE 2: BIDDER'S ACKNOWLEDGMENTS

- 2.01** Bidder accepts all of the terms and conditions of the Invitation for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bid will remain subject to acceptance for 60 days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.

ARTICLE 3: BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A.** Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

FIVE (5) April 28, 2014  Six (6) May 1, 2014 	Addendum No.	Addendum Date	Signature Acknowledging Receipt
	ONE (1)	April 3, 2014	
	TWO (2)	April 18, 2014	
	THREE (3)	April 22, 2014	
	FOUR (4)	April 25, 2014	

- B.** Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C.** Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.
- D.** Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except

Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

- E. Bidder has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions including surface, subsurface and Underground Facilities at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto or accepts the consequences for not doing so.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 4: BASIS OF BID

4.01 Bid Packages

A. Descriptions

1. Force Main Package - As indicated on sheet C-8, Sta. 14+20 and the scope continuous to sheet C-20, Sta. 72+50.

2. All other items of work shall be included in the Lift Station Package complete as specified and as indicated in the plans.

B. Bid Form Instructions

1. Bidder may bid the "Lift Station Package" the "Force Main Package" or "Combined Lift Station and Force Main Package".
 2. If Bidder chooses to bid only the Lift Station Package, then Bidder shall leave the Force Main Package and corresponding Alternate Bid Items blank in the attached Section 00 42 23.01 "Bid Form Exhibit A."
 3. If Bidder chooses to bid only the Force Main Package, then Bidder shall leave the Lift Station Package and corresponding Alternate Bid Items blank in the attached Section 00 42 23.01 "Bid Form Exhibit A."
 4. If Bidder chooses to bid both the Lift Station Package and the Force Main Package, then Bidder shall complete both packages and all of the Alternate Bid Items in the attached Section 00 42 23.01 "Bid Form Exhibit A."
- 4.02 Bidder will complete the Work in accordance with the Contract Documents for the prices shown in the attached Section 00 42 23.01 "Bid Form Exhibit A."
- 4.03 Extended amounts have been computed in accordance with Paragraph 11.03 of the General Conditions
- 4.04 Bidder acknowledges that the estimated quantities are not guaranteed, and final payment for all Unit Price Bid items will be based on actual quantities provided, measured as provided in the Contract Documents
- 4.05 Unit Price and figures column will be used to compute the actual bid price.

ARTICLE 5: TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6: ATTACHMENTS TO THIS BID

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Section 00 42 23.01 "Bid Form Exhibit A."
 - B. Section 00 42 23.02 "Vendor Compliance to State Law Certificate."
 - C. Section 00 42 23.03 "Contractor Compliance to Texas Sales Tax Code."
 - D. Section 00 42 23.04 "Conflict of Interest Questionnaire – Form CIQ."
 - E. Section 00 45 16 "Statement of Qualifications."
 - F. Required Bid Security.

ARTICLE 7: DEFINED TERMS

- 7.01 The terms used in this Bid have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

ARTICLE 8: STATEMENT OF MATERIALS AND OTHER CHARGES

- 8.01 Provide the following information with this Bid:

Statement of Materials and Other Charges	
Materials Incorporated into the Project	\$ 1,455,000
All Other Charges	\$ 3,316,426
Total Contract Amount	\$ 4,771,426

ARTICLE 9: VENUE

- 9.01 Bidder agrees that venue shall lie exclusively in Kerr County, Texas, in which the Owner's office is located, for any legal action.

ARTICLE 10: BID SUBMITTAL

10.01 This Bid submitted by: BRB Contractors, Inc.

If Bidder is an Individual:

Name: N/A
(typed or printed)

By: N/A
(Individual's Signature)

Doing business as: N/A

Business address: N/A

Phone: N/A Facsimile: N/A E-mail: N/A

Bid submitted on the following date: N/A

A Partnership

Partnership Name: N/A
(typed or printed)

Name of General Partner: N/A
(typed or printed)

By: N/A
(Signature of general partner -- attach evidence of authority to sign)

Doing business as: N/A

Business address: N/A

Phone: N/A Facsimile: N/A E-mail: N/A

Bid submitted on the following date: N/A

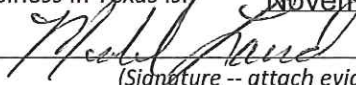
A Corporation

Corporation Name: BRB Contractors, Inc.
(typed or printed)

State of Incorporation: Kansas

Type: General Business
(General Business, Professional, Service, Limited Liability)

Date of qualification to do business in Texas is: November 3, 1980

By: 
(Signature -- attach evidence of authority to sign)

Name: Michael Laird
(typed or printed)

Title: President

Attest: 
David L. VanDyne (Signature of Corporate Secretary)

Business address: 3805 NW 25th St.

Topeka, KS 66618

Phone: (785) 232-1245x144 Facsimile: (785) 235-8045 E-mail: mikelaird@brbcontractors.com

Bid submitted on the following date: May 6, 2014

Joint Venture

Joint Venturer Name: N/A
(typed or printed)

By: N/A
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: N/A
(typed or printed)

Title: N/A

Business address: N/A

Phone: N/A Facsimile: N/A E-mail: N/A

Bid submitted on the following date: N/A

Joint Venturer Name: N/A
(typed or printed)

By: N/A
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: N/A
(typed or printed)

Title: N/A

Business address: N/A

Phone: N/A Facsimile: N/A E-mail: N/A

Bid submitted on the following date: N/A

Contact for receipt of official communications

Name: Michael Laird, President
(typed or printed)

Business address: 3805 NW 25th Street

(785) Topeka, Kansas 66618

Phone: 232-1245x144 Facsimile: (785) 235-1245 E-mail: mikelaird@brbcontractors.com

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

END OF SECTION

00 42 23.01 "Bid Form Exhibit A"

LIFT STATION PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	For Mobilization and Demobilization described in the Contract Documents for the lump sum (Maximum 5% of total contract of Lift Station Package) of:	LS	1	\$ <u>160,000</u>	\$ <u>160,000</u>
2	Design, install, maintain and remove Storm Water Pollution Prevention Plan and structures, complete as specified and indicated in the plans.	LS	1	\$ <u>35,000</u>	\$ <u>35,000</u>
3	Design, install, maintain, and remove Traffic Control Plan and devices, complete as specified and indicated in the plans.	LS	1	\$ <u>12,065</u>	\$ <u>12,065</u>
4	For development, design, and implementation of a trench safety system as required by the Occupational Safety and Health Administration and the assumption of responsibility for said system, including all required trench safety for alternate bid items, and structures complete as specified and indicated in the plans. (Contractor shall insert quantity of trench safety required for the project. Contractor shall only be paid for trench safety installed.)	LF	<u>1800</u> *1,000 LF minimum	\$ <u>1⁰⁰</u>	\$ <u>1,800</u>
5	For construction of the Jefferson Lift Station, including installation of submersible sewage pumps, piping, rails, valves, gauges, air release valves, fittings, yard piping, site grading, site paving, fencing, excavation (soil and rock), backfill, wet well and slab structural concrete, access hatches, bollards, coating and painting, aluminum canopies, by-pass pumping for tie-ins, dewatering, testing, clearing and grubbing, tree protection, drainage improvements, site restoration, water lines, site and off-site paving improvements and all other appurtenant work and items not specifically included in other bid items, complete as specified and indicated in the plans.	LS	1	\$ <u>1,445,000</u>	\$ <u>1,445,000</u>
6	18-inch diameter drilled shafts at the Jefferson Lift Station, complete as specified and indicated in the plans.	VF	80	\$ <u>60</u>	\$ <u>4,800</u>

00 42 23.01 "Bid Form Exhibit A"

LIFT STATION PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
7	Furnish and install gravity sanitary sewer lines, all depths and diameters, including tie-ins to existing sewer lines, manholes, flowable fill, demolition, removal and plugging of force and gravity mains, abandoning or removing manholes, by-pass pumping and all appurtenant work, complete as specified and indicated in the plans.	LS	1	\$ <u>665,000</u>	\$ <u>665,000</u>
8	Furnish and install by open cut, 16-inch AWWA C-905 DR-18, 14-inch AWWA C-905 DR-18 and 10-inch AWWA C-900 DR-14 PVC force mains, including bedding, backfill, testing, dewatering, tie-ins, asphalt roadway repair, gate valves, ductile iron fittings and restraints, tree protection, clearing, site restoration and all other appurtenant work, complete as specified and indicated in the plans.	LS	1	\$ <u>582,000</u>	\$ <u>582,000</u>
9	Demolition of the existing Jefferson Lift Station and all appurtenant work, complete as specified and indicated in the plans.	LS	1	\$ <u>12,000</u>	\$ <u>12,000</u>
10	Furnish and install Slope Protection, TxDOT Item 169: Class 1, Type D Erosion Control Mat and Channel Liner for disturbed areas complete as specified and indicated in the plans.	SY	1,460	\$ <u>15</u>	\$ <u>21,900</u>
11	Furnish, install and maintain hydromulch seed for all disturbed areas, complete as specified and indicated in the plans.	AC	1.6	\$ <u>2,500</u>	\$ <u>4,000</u>
12	For the installation of all electrical equipment, lighting and conduit and wiring improvements, and all appurtenant work, complete as specified and indicated in the plans.	LS	1	\$ <u>400,000</u>	\$ <u>400,000</u>

00 42 23.01 "Bid Form Exhibit A"

LIFT STATION PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
13	Provide 2" HMAC, Item 340 Type D overlay to match existing grades, including sawcutting existing pavement, mill removing all existing asphalt, tack and prime coat, as needed, of Kier property driveway per Plan Detail 2/DT-12 and as indicated in the letter agreement included in the Appendix, complete as specified and indicated in the plans.	LS	1	\$ <u>10,000</u>	\$ <u>10,000</u>
14	Allowance for Data Flow Systems, Inc to provide SCADA complete as specified and indicated in the plans.	LS	1	\$38,035.00	\$38,035.00
LIFT STATION PACKAGE TOTAL BASE BID (ITEMS 1-14)					\$ <u>3,391,600</u>

00 42 23.01 "Bid Form Exhibit A"

FORCE MAIN PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	For Mobilization and Demobilization described in the Contract Documents for the lump sum (Maximum 5% of total contract of Force Main Package) of:	LS	1	\$ <u>71,000</u>	\$ <u>71,000</u>
2	Design, install, maintain and remove Storm Water Pollution Prevention Plan and structures, complete as specified and indicated in the plans.	LS	1	\$ <u>45,000</u>	\$ <u>45,000</u>
3	Design, install, maintain, and remove Traffic Control Plan and devices, complete as specified and indicated in the plans.	LS	1	\$ <u>13,200</u>	\$ <u>13,200</u>
4	For development, design, and implementation of a trench safety system as required by the Occupational Safety and Health Administration and the assumption of responsibility for said system, including all required trench safety for alternate bid items, and structures complete as specified and indicated in the plans. (Contractor shall insert quantity of trench safety required for the project. Contractor shall only be paid for trench safety installed.)	LF	<u>5021</u> *5,021 LF minimum	\$ <u>1⁰⁰</u>	\$ <u>5,021</u>
5	Furnish and install by open cut, 14-inch diameter AWWA C-905, DR-18 PVC force main, including open cut sections, bedding, backfill, testing, dewatering, asphalt roadway repair, driveway repair, ductile iron fittings and restraints, tree protection, clearing, site restoration and all other appurtenant work not specifically included in other bid items, complete as specified and indicated in the plans.	LF	3,200	\$ <u>22.3</u>	\$ <u>71,360</u>
6	Furnish and install by bore, 30-inch steel casing pipe with 14-inch diameter AWWA C-905 DR-18 PVC carrier pipe with restrained joints, including testing, dewatering, and all other appurtenant work, complete as specified and indicated on the plans.	LF	102	\$ <u>900</u>	\$ <u>91,800</u>

00 42 23.01 "Bid Form Exhibit A"

FORCE MAIN PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
7	Furnish and install by horizontal directional drilling, 14-inch diameter AWWA C-905 DR-18 FPVC force main, including, backfill, flowable fill, testing, dewatering, fittings, restraints, tree protection, clearing, site restoration and all other appurtenant work, complete as specified and indicated in the plans.	LF	587	\$ <u>320⁻</u>	\$ <u>187,840⁻</u>
8	Furnish and install 14-inch gate valves, valve boxes, and all other appurtenant work, complete as specified and indicated in the plans.	EA	3	\$ <u>6,650⁻</u>	\$ <u>19,950⁻</u>
9	Furnish and install combination air/vacuum valves in manholes, including fittings and all other appurtenant work, complete as specified and indicated in the plans.	EA	3	\$ <u>16,500⁻</u>	\$ <u>49,500⁻</u>
10	Furnish and install by open cut, 21-inch diameter ASTM F679, SDR 26 gravity main, including excavation, bedding, backfill, testing, dewatering, asphalt repair, and all other appurtenant work, complete as specified and indicated in the plans.	LF	233	\$ <u>233⁻</u>	\$ <u>54,289⁻</u>
11	Furnish and install by open cut, 15-inch diameter ASTM D3034, SDR-26 gravity main, including excavation, bedding, backfill, testing, dewatering, plug, and all other appurtenant work, complete in place as indicated in the plans.	LF	20	\$ <u>208⁻</u>	\$ <u>4,160⁻</u>
12	Furnish and install by jack and bore, 36-inch diameter steel casing pipe with 21-inch diameter ASTM F679, SDR 26 carrier pipe, including joint restraints, spacers, end seals, pressure grouting, testing, dewatering, and all other appurtenant work complete as specified and indicated in the plans.	LF	130	\$ <u>900⁻</u>	\$ <u>117,000⁻</u>
13	Furnish and install 72-inch diameter manholes complete as specified, to the depths indicated in the plans.	EA	3	\$ <u>10,300⁻</u>	\$ <u>30,900⁻</u>

00 42 23.01 "Bid Form Exhibit A"

FORCE MAIN PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
14	Furnish and install 72-inch diameter manholes with ventilation system complete as specified, to the depths indicated in the plans.	EA	1	\$ <u>14,400</u>	\$ <u>14,400</u>
15	Utility Markers, complete in place as specified and indicated in the plans.	EA	18	\$ <u>65</u>	\$ <u>1,170</u>
16	Furnish and install TxDOT Item 169: Class 1, Type D Erosion Control Mat and Channel Liner for disturbed areas complete as specified and indicated in the plans.	SY	130	\$ <u>17</u>	\$ <u>2,210</u>
17	Furnish, install and maintain hydromulch seed for all disturbed areas, complete as specified and indicated in the plans.	AC	3.82	\$ <u>2,300</u>	\$ <u>8,786</u>
FORCE MAIN PACKAGE TOTAL BASE BID (ITEMS 1-17)					\$ <u>142,826</u>

00 42 23.01 "Bid Form Exhibit A"

ALTERNATE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
A1	(Add) Mill and overlay Jefferson St. (Full Width) in lieu of trench repair, complete as specified and indicated in the plans. (Required for Lift Station Package Bid)	SY	5,445	\$ <u>15</u>	<u>81,675</u> \$ 81,165 ^{all}
A2	(Add) Mill and overlay Lowry St. (Full Width) in lieu of trench repair, complete as specified and indicated in the plans. (Required for Force Main Package Bid)	SY	2,965	\$ <u>21⁰⁰</u>	<u>\$ 62,265</u>
A3	(Add/Deduct: Furnish and install by open cut, 18-inch diameter HDPE 4710, DR-13.5, IPS, 16-inch diameter HDPE 4710, DR-13.5, IPS and 12-inch diameter HDPE 4710, DR-13.5, IPS force mains in lieu of 16-inch AWWA C-905 DR-18, 14-inch AWWA C-905 DR-18 and 10-inch AWWA C-900 DR-14 PVC pipe as indicated in Lift Station Package Base Bid item No. 8, including all other appurtenant work required for the material change not specifically included in other bid items, complete as specified and indicated in the plans. (Required for Lift Station Package Bid)	LS	1	\$ <u>165,000</u>	<u>\$ 165,000</u>
A4	(Add/Deduct: Furnish and install by open cut and as carrier pipe within bored steel casing, 16-inch diameter HDPE 4710, DR-13.5, IPS force main in lieu of 14-inch AWWA C-905 DR-18 PVC pipe as indicated in Force Main Package Base Bid items Nos. 5 and 6, including all other appurtenant work required for the material change not specifically included in other bid items, complete as specified and indicated in the plans. (Required for Force Main Package Bid)	LF	3,302	\$ <u>100</u>	<u>\$ 330,200</u>

00 42 23.01 "Bid Form Exhibit A"

ALTERNATE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
A5	Add/Deduct: Furnish and install by horizontal directional drilling (HDD), 16-inch diameter HDPE 4710, DR-9, DIPS force main in lieu of 14-inch AWWA C905 DR-18 FPVC as indicated in Force Main Package Base Bid item No. 7, including all other appurtenant work required for the material change not specifically included in other bid items, complete as specified and indicated in the plans. (Required for Force Main Package Bid)	LF	587	\$ <u>110⁻</u>	\$ <u>64,570⁻</u>
COMBINED LIFT STATION AND FORCE MAIN PACKAGE					
LIFT STATION PACKAGE TOTAL BASE BID					\$ <u>3,391,600</u>
FORCE MAIN PACKAGE TOTAL BASE BID					\$ <u>1,429,826⁻</u>
COST INCREASE/ <u>REDUCTION</u> (IF ANY) TO COMBINE LIFT STATION AND FORCE MAIN PACKAGES					\$ <u>-50,000⁻</u>
TOTAL BID (TOTAL BID LIFT STATION PACKAGE + TOTAL BID FORCE MAIN PACKAGE +/- COST INCREASE/REDUCTION TO COMBINE LIFT STATION AND FORCE MAIN PACKAGES)					\$ <u>4,771,426⁻</u>

00 42 23.02 VENDOR COMPLIANCE TO STATE LAW

Chapter 2252 of the Texas Government Code applies to the award of government contract to non-resident Bidders. This law provides that:

"A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Nonresident bidder" refers to a person who is not a resident of Texas

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

☐ Nonresident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the statute is attached.

☒ Nonresident bidders in Kansas (give state), our principal place of business, are not required to underbid resident bidders.

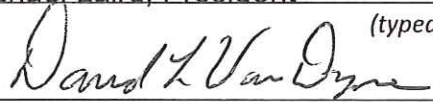
☐ Our principal place of business or corporate offices are in the State of Texas.

Bidder:

Company Name: BRB Contractors, Inc.
(typed or printed)

By 
(Signature -- attach evidence of authority to sign)

Name: Michael Laird, President
(typed or printed)

Title: 
David L. VanDyne (Signature of Corporate Secretary)

Business address: 3805 NW 25th Street
Topeka, Kansas 66618

Phone: (785) 232-1245x144 Facsimile: (785) 235-8045 E-mail mikelaird@brbcontractors.com

END OF SECTION

00 42 23.03 CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material permanently incorporated into the Project and resold to the Owner as defined in Tax Code.

\$ _____

All other charges and costs

\$ _____

Total (Total must equal the Contract Price)

\$ _____

Contractor:

Company Name: BRB Contractors, Inc.

By  (typed or printed)
(Signature -- attach evidence of authority to sign)

Name: Michael Laird President

Title:  (typed or printed)
David L. VanDyne (Signature of Corporate Secretary)

Business address: 3805 NW 25th St., Topeka, Kansas 66618

Phone: (785) 232-1245x144 Facsimile: (785) 235-8045 E-mail mikelaird@brbcontractors.com

Execute this form at time of execution of Contract and make a part of the Contract.

Notes:

1. The Total Amount of Bid for Materials and Services must equal the sum of the Total Amount Bid for Materials and the Total Amount Bid for Services as well as the sum of all individual bid items.
2. Materials are those items which are tax exempt and are physically incorporated into the facilities constructed for the Owner. Materials include, but are not limited to, purchased items such as pipe, embedment, concrete, manholes, asphalt, road base, machinery, and equipment, etc.
3. Services are those items which are not tax exempt and are used by the Contractor but are not physically incorporated into the Owner's facilities and/or items that are consumed by construction. Services include, but are not limited to, supplies, tools, concrete forms, scaffolding, temporary buildings, the rental of equipment, skill, and labor, etc.

END OF SECTION

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

NONE EXIST

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

SURETY (Name, legal status and principal place of business):

BRB Contractors, Inc.

Fidelity and Deposit Company of Maryland

3805 NW 25th Street

1400 American Lane

Topeka, KS 66618

Schaumburg, IL 60196

OWNER (Name, legal status and address):

City of Kerrville

701 Main Street

Kerrville, TX 78028

Bond Amount: Ten Percent (10%) of the Maximum Amount Bid

PROJECT : (Name, location or address, and Project number, if any):

Jefferson Lift Station, Force and Gravity Main Phase 2

Kerrville Project No. PW11-023

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6 day of May, 2014

David L. VanDyne
(Witness) David L. VanDyne, Corp. (Seal)

BRB Contractors, Inc.

(Principal) (Seal)

(Title) Michael Laird, President

Fidelity and Deposit Company of Maryland

(Surety)

(Title) John M. Koger, Jr.

Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John M. KOGER, JR., of Topeka, Kansas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

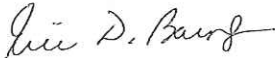
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

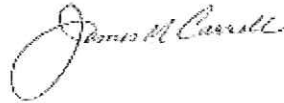
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of October, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Assistant Secretary
Eric D. Barnes


Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 25th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 6 day of MAY, 2014.



Thomas O. McClellan, Vice President

**CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS
OF BRB CONTRACTORS, INC.**

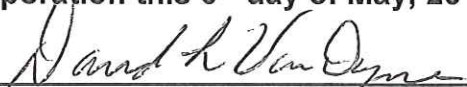
I, David VanDyne, Secretary of BRB Contractors, Inc., do hereby certify that the following is a true and correct copy of a certain resolution adopted by the Board of Directors of said corporation at a meeting thereof duly called and held on the 8th day of February, 2010.

RESOLVED; the resolution dated December 29, 1999, regarding persons authorized to transact business for the corporation is hereby revoked, and:

A quorum of the Board of Directors of BRB Contractors, Inc. meeting on the 8th day of February, 2010, authorizes Mike Laird, President, and Greg Hoglund, Vice-President, to act on behalf of BRB Contractors, Inc. as its representatives in any and all business transactions conducted in the various states in which the corporation does business, and, That this resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution is now in full force and effect.

Further, in regard specifically to bid documents, the Board of Directors hereby authorizes David VanDyne, Vice President/Bidding and Corporate Secretary, to sign on behalf of the corporation.

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the corporation this 6th day of May, 2014.



David L. VanDyne, Secretary
3805 NW 25th Street
Topeka, KS 66618

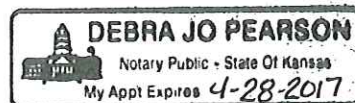
STATE: KANSAS
COUNTY: SHAWNEE

Subscribed and sworn to before me on this 6th day of May, 2014.



Debra Jo Pearson, Notary

My Commission Expires: 04/28/2017





Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for BRB CONTRACTORS, INC. (file number 4930406), a KANSAS, USA, Foreign For-Profit Corporation, was filed in this office on November 03, 1980.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 16, 2013.



A handwritten signature in dark ink, appearing to read "John Steen".

John Steen
Secretary of State

00 45 16 STATEMENT OF QUALIFICATIONS

1.00 GENERAL

- 1.01 The Statement of Qualifications must be submitted with the bid and include, as a minimum, the information as described in this section of the Contract Documents. Failure to submit the required information in the Statement of Qualifications may result in the Owner considering the Bid non-responsive and result in rejection of the Bid by the Owner. Bidders may be required to provide supplemental information if requested by the Owner to clarify, enhance or supplement the information provided in the Statement of Qualifications.
- 1.02 Bidders must provide the information requested in the Qualifications Statement using the forms attached to this Section. A copy of these forms may be provided in Microsoft Word to assist with the preparation of the Statement of Qualifications. Information in these forms must be provided completely and in detail. Information that cannot be totally incorporated in the form may be included in an appendix to the form. This appendix must be clearly referenced by appendix number in the form, and the appended material must include the appendix number on every sheet of the appendix. The appendix must include only the information that responds to the question or item number to which the appended information applies.
- 1.03 Bidders may provide supplemental information to the Statement of Qualifications using AIA, AGC or other industry standard statement of qualification forms and / or Bidders may submit additional information such as organizational brochures or other marketing information to help demonstrate the ability to provide best value to the Owner. This information may not be submitted as a substitute to the information specifically requested in this Section, or in the Statement of Qualifications forms. If this information is include as an appendix to the information requested in Paragraph 1.02 above, the reference must include the specific paragraph or section that applies to that question or item.
- 1.04 Contractors bidding the Lift Station Package shall have experience with the construction of pump stations similar in size and type of the work as included in this project. Contractor shall have construction experience with a minimum of three (3) lift stations of similar type and size of work indicated to be found on this project.

Contractors bidding the Lift Station Package shall include the following information with their qualifications:

Qualifications for their proposed Electrical contractor. Electrical contractor shall have experience with the construction of pump station, SCADA and instrumentation on projects similar in size and type of the work as included in this project. Contractor shall have construction experience with a minimum of five (5) projects similar in type and size of work as indicated to be found on this project.

- 1.05 Contractors bidding the Force Main Package shall have experience with the construction of water and/or wastewater lines similar in size and type of the work as included in this project. Contractor shall have construction experience with a minimum of three (3) utility projects of similar type and size of work indicated to be found on this project.

Contractors bidding the Force Main Package shall include the following information with their qualifications:

Qualifications for their proposed Horizontal Directional Drilling (HDD) Contractor. The HDD Contractor shall have experience in bore size, length and subsurface conditions similar to those found on this project. Contractor shall have experience with a minimum of five (5) bores under active waterways and a minimum of five (5) bores in subsurface rock conditions as indicated to be found on this project.

- 1.06 Contractors bidding the Combined Bid Package shall include information indicated in 1.04 and 1.05.

Contractor's General Information

Organization doing business as	BRB Contractors, Inc.		
Business address of principle office	3805 NW 25th Street		
	Topeka, Kansas 66618		
Telephone numbers			
Main number	(785) 232-1245		
Fax number	(785) 235-8045		
Website address	www.brbcontractors.com		
Form of business (check one)	☒ A corporation	☐ A partnership	☐ An individual
If a corporation			
Date of incorporation	May 26, 1961		
State of incorporation	Kansas		
Chief Executive Manager's name	Michael Laird		
President's name	Michael Laird		
Vice President's name(s)	Greg Hoglund	V.P. Plant Administration	
	David L. VanDyne	V.P. Estimating, Corp. Sec.	
	Darryl Shupe	V.P. Finance, Treasurer,	
		Asst. Corp. Secretary	
Secretary's name	David L. VanDyne		
Treasurer's name	Darryl Shupe		
If a Partnership			
Date of organization	N/A		
State whether partnership is general or limited	N/A		
If an Individual			
Name	N/A		
Business address	N/A		
Identify all individuals not previously named which exert a significant amount of business control over the organization			
Michael Welch		Chairman of the Board	
Indicators of organization size			
Average number of current full time employees	120	Average estimate of revenue for the current year	\$45 million

Contractor's Organizational Experience

Organization doing business as	BRB Contractors, Inc.		
Business address of regional office	3805 NW 25th Street		
	Topeka, Kansas 66618		
Name of regional office manager	N/A		
Telephone numbers			
Main number	(785) 232-1245		
Fax number	(785) 235-8045		
Website address	www.brbcontractors.com		
Organization History			
List of names that this organization currently, has or anticipates operating under over the history of the organization, including the names of related companies presently doing business:			
Names of organization		From date	To date
Braymen-Meinking Contractors		February 1959	May 25, 1961
Braymen-Meinking Contractors, Inc.		May 26, 1961	Dec. 20, 1971
BRB Contractors, Inc.		Dec. 20, 1971	Present
List of companies, firms or organizations that own any part of the organization.			
Name of companies, firms or organization.			Percent ownership
None			N/A
Construction Experience			
Years experience in projects similar to the proposed project:			
As a general contractor	55 years	As a joint venture partner	N/A
Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it?			NO
If yes provide full details in a separate attachment. See attachment No.			N/A
Has this or a predecessor organization been released from a bid or proposal in the past ten years?			NO
If yes provide full details in a separate attachment. See attachment No.			N/A
Has this or a predecessor organization ever been disqualification as a bidder or proposer by any local, state, or federal agency within the last 5 years?			NO
If yes provide full details in a separate attachment. See attachment No.			N/A
Is this organization or your proposed surety currently in any litigation or contemplating litigation?			NO
If yes provide full details in a separate attachment. See attachment No.			N/A
Has this or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents?			NO
If yes provide full details in a separate attachment. See attachment No.			N/A

Contractor's Proposed Key Personnel

Organization doing business as:	BRB Contractors, Inc.	
Proposed project organization		
Provide a brief description of the managerial structure of the organization and illustrate with an organizational chart. Include the title and names of key personnel. Include this chart at an attachment to this description. See attachment No. 1		
Please see attachment No.1		
Provide a brief description of the managerial structure proposed for this project and illustrate with an organizational chart. Include the title and names of proposed key personnel and alternates. Include this chart at an attachment to this description. See attachment No. 2		
Please see attachment No.2		
Experience of Key Personnel		
Provide information on the key personnel proposed for this project that will provide the following key functions. Provide information for candidates for each of these positions on the pages for each of these key personnel. Also provide biographical information for each primary and alternate candidate as an attachment. The biographical information must include the following as a minimum: technical experience, managerial experience, education and formal training, work history which describes project experience, including the roles and responsibilities for each assignment, and primary language. Additional information highlighting experience which makes them the best candidate for the assignment should also be included. Please see attachment No.3		
Role	Primary candidate	Alternate candidate
Project manager	Matt Schafer	None
Project superintendent	Pete Godin/John Risty	None
Project safety manager	Irene Barranger	None
Quality control manager	Pete Godin/John Risty	None
If key personnel are to fulfill more than one of the roles listed above, provide a written narrative describing how much time will be devoted to each function, their qualifications to fulfill each role and the percentage of their time that will be devoted to each role. If the individual is not to be devoted solely to this project, indicate how time it to be divided between this project and their other assignments.		

Proposed Project Managers

Organization doing business as		BRB Contractors, Inc.	
Primary candidate			
Name of individual		Matt Schafer	
Years of experience as project manager		4 years	
Years of experience with this organization		2 years	
Number of similar projects as project manager		3	
Number of similar projects in other positions		4	
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Frederick Wastewater Treatment Plant		50%	08-30-2014
Transmission Main, Oberlin, KS		50%	05-20-2014
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Glenn Breisch	Name	Arbie Taylor
Title/ position	Project Engineer	Title/ position	Public Works Director
Organization	Wasteline Engineering	Organization	City of Dumas, TX
Telephone	817-441-1300	Telephone	806-548-8004
E-mail	GBreisch@wasteline-eng.com	E-mail	Ataylor@ci.dumas.tx.us
Project	Dumas WWTP Improvements	Project	Dumas WWTP Improvements
Candidate role on project	Project Manager	Candidates role on project	Project Manager
Alternate candidate			
Name of individual		N/A	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Name	
Title/ position		Title/ position	
Organization		Organization	
Telephone		Telephone	
E-mail		E-mail	
Project		Project	
Candidate role on project		Candidate role on project	

Proposed Project Superintendent

Organization doing business as		BRB Contractors, Inc.	
Primary candidate			
Name of individual		Pete Godin	
Years of experience as project superintendent		25 Years	
Years of experience with this organization		6 Years	
Number of similar projects as superintendent		12	
Number of similar projects in other positions		10	
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Frederick WWTP Improvements		100%	08-30-2014
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name	Glenn Breisch	Name	Arbie Taylor
Title/ position	Project Engineer	Title/ position	Public Works Director
Organization	Wasteline Engineering	Organization	City of Dumas, TX
Telephone	817-441-1300	Telephone	806-548-8004
E-mail	GBreisch@wasteline-eng.com	E-mail	ataylor@ci.dumas.tx.org
Project	Dumas WWTP Improvements	Project	Dumas WWTP Improvements
Candidate role on project	Superintendent	Candidate role on project	Superintendent
Alternate candidate			
Name of individual		N/A	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as superintendent			
Number of similar projects in other positions			
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Name	
Title/ position		Title/ position	
Organization		Organization	
Telephone		Telephone	
E-mail		E-mail	
Project		Project	
Candidate role on project		Candidate role on project	

Contractor's Project Experience and Resources

Organization doing business as:	BRB Contractors, Inc.			
Projects				
Provide a list of major projects that are currently underway, or have been completed within the last ten years on Attachment A.				
Provide a completed Project Information form (Attachment B) for projects that have been completed in the last five years which specifically illustrate the organizations capability to provide best value to the Owner for this project.				
Include a completed Project Information form (Attachment B) for projects which illustrate the experience of the proposed key personnel.				
Provide a description of your organizations approach to completing this project to provide best value for the Owner. Including a description of your approach in the following areas: Please see attachment C				
1. Contract administration 2. Management of subcontractor and suppliers 3. Time management 4. Cost control 5. Quality management 6. Project site safety 7. Managing changes to the project 8. Managing equipment 9. Meeting HUB / MWBE Participation Goal				
Equipment				
Provide a list of major equipment proposed for use on this project. Attach additional information if necessary				
Equipment item	Primary use on project	Own	Will buy	Lease
LinkBelt 108 45 ton Crane		X		
Komatsu PC 200		X		
Komatsu PC 400-LC6		X		
Komatsu PC 600		X		
Case 850 Dozer		X		
Rubber Tire Loader L-70		X		
Trench Boxes		X		
85 ton Kobelco Crane		X		
John Deere 892 Backhoe		X		
D5 Dozer		X		
Division of work between organization and subcontractor				
What work will the organization complete using its own resources?				
Site-work, Demo, Concrete Forming, placing & Finishing, Piping, and Equipment Installation				
What work does the organization propose to subcontract on this project?				
Asphalt Paving, Hydro-seeding, Rebar Installation, Painting, Concrete coatings, Drilled Piers, Horizontal Boring, Chain Link Fence, Electrical Subcontractor				

Contractor's Subcontractors and Vendors

[illegible]

**** In an effort to provide the best value to the Owner, BRB Contractors, Inc. will not be able to determine the low subcontractor and vendor pricing until right before bid time.

We will be happy to provide additional information with regards to the proposed subcontractors and vendors within 24 hours after the bid letting upon request.

Current Projects and Projects Completed Similar to the Work in this Contract within the last 10 Years

Project owner	See Attachment A		Project name	
General description of project:				
Project cost				
Key project personnel		Date project completed		
Name	Project manager	Project superintendent	Safety manager	Quality control manager
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/ position	Organization	Telephone
Designer				E-mail
Construction manager				
Project owner	Project name			
General description of project:				
Project cost		Date project completed		
Key project personnel		Project superintendent		
Name	Project manager	Project superintendent	Safety manager	Quality control manager
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/ position	Organization	Telephone
Designer				E-mail
Construction manager				
Project owner	Project name			
General description of project:				
Project cost		Date project completed		
Key project personnel		Project superintendent		
Name	Project manager	Project superintendent	Safety manager	Quality control manager
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/ position	Organization	Telephone
Designer				E-mail
Construction manager				
Project owner	Project name			
General description of project:				
Project cost		Date project completed		
Key project personnel		Project superintendent		
Name	Project manager	Project superintendent	Safety manager	Quality control manager
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/ position	Organization	Telephone
Designer				E-mail
Construction manager				

Project Information

Project owner	Sec Attachment B	Project name
General description of project		

Project Budget and Schedule Performance

Budget history			Schedule performance		
	Amount	% of Bid Amount		Date	Days
Bid			Notice to Proceed		
Change orders			Contract Substantial Completion date at Notice to Proceed		
Owner enhancements			Contract final completion date at Notice to Proceed		
Unforeseen conditions			Change Order authorized Substantial Completion date		
Design issues			Change Order authorized final completion date		
Total			Actual / estimated Substantial Completion date		
Final cost			Actual / estimated final completion date		

Key Project Personnel

Name	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Percentage of time devoted to the project.				
Proposed for this project.				
Did Individual start and complete the project?				
If not, who started or completed the project in their place.				
Reason for change.				

Reference contact information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ position	Organization	Telephone	E-mail
Owner					
Designer					
Construction Manager					
Surety					

Issues / disputes resolved or pending resolution by arbitration, litigation or dispute review boards

Number of issues resolved:	Total amount involved in resolved issues:	Number of issues pending:	Total amount involved in resolved Issues:

Statement of Qualifications

KER12186 – Jefferson Lift Station, Force and Gravity Main - Phase 2

00 45 16 - 11

Affidavits

One of the following four affidavits shall be executed and provided with this information. The individual signing the affidavit shall attach evidence of their authority to bind the organization to an agreement.

AFFIDAVIT FOR CORPORATION

State KANSAS) §

County of SHAWNEE) §

Michael Laird, being duly sworn deposes and says
(Name)

that they are President of the
(Title)

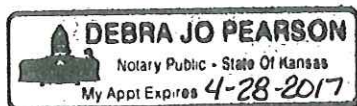
BRB Contractors, Inc. corporation submitting the foregoing qualification form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations; and that they are authorized to make this affidavit on behalf of the Corporation.


(Signature) Michael Laird, President

Signed and sworn to me before this 6 day of May, 2014.


(Notary Public) Debra Jo Pearson

My commission expires: April 28, 2017



AFFIDAVIT FOR PARTNERSHIP

State N/A) §

County of N/A) §

N/A, being duly sworn deposes and says
(Name)

that they are N/A of the
(Title)

N/A company submitting the foregoing qualification form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations; and that they are authorized to make this affidavit on behalf of the Partnership.

N/A
(Signature)

Signed and sworn to me before this N/A day of N/A, 2014.

N/A
(Notary Public)

My commission expires:

AFFIDAVIT FOR INDIVIDUAL

State N/A) §

County of N/A) §

N/A, being duly sworn deposes and says
(Name)

that they are N/A of the
(Title)

N/A company submitting the foregoing qualification form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations.

N/A
(Signature)

Signed and sworn to me before this N/A day of N/A, 2014.

N/A
(Notary Public)

My commission expires:

JOINT VENTURE STATEMENT

We the undersigned do hereby give notice to our agreement to Bid as a joint venture on the Project.

N/A

(Name of Joint Venture)

N/A

N/A

(Name of Firm)

N/A

(Signature)

Signed and sworn to me before this N/A day of N/A, 2014.

N/A

(Notary Public)

My commission expires:

N/A

N/A

(Name of Firm)

N/A

(Signature)

Signed and sworn to me before this N/A day of N/A, 2014.

N/A

(Notary Public)

My commission expires:

END OF SECTION

00 42 23 BID FORM

ARTICLE 1: BID RECIPIENT

1.01 This Bid is submitted to:

City of Kerrville, Texas
Attention: City Secretary
City Hall
701 Main Street
Kerrville, Texas 78028

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2: BIDDER'S ACKNOWLEDGMENTS

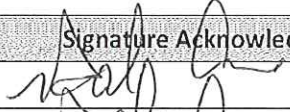
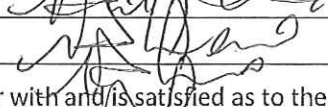
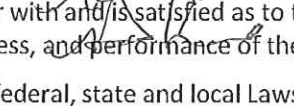
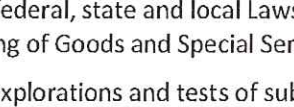
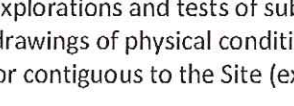
2.01 Bidder accepts all of the terms and conditions of the Invitation for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bid will remain subject to acceptance for 60 days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.

ARTICLE 3: BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.	Addendum Date	Signature Acknowledging Receipt
#1	4-3-14	
#2	4-18-14	
#3	4-22-14	
#4	4-25-14	
#5	4-28-14	
#6	5-1-14	

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except

Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

- E. Bidder has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions including surface, subsurface and Underground Facilities at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto or accepts the consequences for not doing so.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 4: BASIS OF BID

4.01 Bid Packages

A. Descriptions

- 1. Force Main Package - As indicated on sheet C-8, Sta. 14+20 and the scope continuous to sheet C-20, Sta. 72+50.

2. All other items of work shall be included in the Lift Station Package complete as specified and as indicated in the plans.

B. Bid Form Instructions

1. Bidder may bid the "Lift Station Package" the "Force Main Package" or "Combined Lift Station and Force Main Package".
 2. If Bidder chooses to bid only the Lift Station Package, then Bidder shall leave the Force Main Package and corresponding Alternate Bid Items blank in the attached Section 00 42 23.01 "Bid Form Exhibit A."
 3. If Bidder chooses to bid only the Force Main Package, then Bidder shall leave the Lift Station Package and corresponding Alternate Bid Items blank in the attached Section 00 42 23.01 "Bid Form Exhibit A."
 4. If Bidder chooses to bid both the Lift Station Package and the Force Main Package, then Bidder shall complete both packages and all of the Alternate Bid Items in the attached Section 00 42 23.01 "Bid Form Exhibit A."
- 4.02 Bidder will complete the Work in accordance with the Contract Documents for the prices shown in the attached Section 00 42 23.01 "Bid Form Exhibit A."
- 4.03 Extended amounts have been computed in accordance with Paragraph 11.03 of the General Conditions
- 4.04 Bidder acknowledges that the estimated quantities are not guaranteed, and final payment for all Unit Price Bid items will be based on actual quantities provided, measured as provided in the Contract Documents
- 4.05 Unit Price and figures column will be used to compute the actual bid price.

ARTICLE 5: TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6: ATTACHMENTS TO THIS BID

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Section 00 42 23.01 "Bid Form Exhibit A."
 - B. Section 00 42 23.02 "Vendor Compliance to State Law Certificate."
 - C. Section 00 42 23.03 "Contractor Compliance to Texas Sales Tax Code."
 - D. Section 00 42 23.04 "Conflict of Interest Questionnaire – Form CIQ."
 - E. Section 00 45 16 "Statement of Qualifications."
 - F. Required Bid Security.

ARTICLE 7: DEFINED TERMS

- 7.01 The terms used in this Bid have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

ARTICLE 8: STATEMENT OF MATERIALS AND OTHER CHARGES

- 8.01 Provide the following information with this Bid:

Statement of Materials and Other Charges	
Materials Incorporated into the Project	\$1,500,000. ⁰⁰
All Other Charges	\$2,763,390. ⁰⁰
Total Contract Amount	\$4,263,390. ⁰⁰

ARTICLE 9: VENUE

- 9.01 Bidder agrees that venue shall lie exclusively in Kerr County, Texas, in which the Owner's office is located, for any legal action.

ARTICLE 10: BID SUBMITTAL

10.01 This Bid submitted by:

If Bidder is an Individual:

Name: _____
(typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____ E-mail: _____

Bid submitted on the following date: _____

A Partnership

Partnership Name: _____
(typed or printed)

Name of General Partner: _____
(typed or printed)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Doing business as: _____

Business address: _____

Phone: _____ Facsimile: _____ E-mail: _____

Bid submitted on the following date: _____

A Corporation

Corporation Name: Nelson Lewis Inc.
(typed or printed)

State of Incorporation: Texas
Type: General Business
(General Business, Professional, Service, Limited Liability)

Date of qualification to do business in Texas is: June 6, 1978
By: [Signature]
(Signature -- attach evidence of authority to sign)

Name: Hank Lewis
(typed or printed)

Title: Vice President
Attest: [Signature]
(Signature of Corporate Secretary)

Business address: P.O. Box 235
Marble Falls, Texas 78654

Phone: 830-693-8874 Facsimile: 830-693-5986 -mail: hank@nelsonlewisinc.com

Bid submitted on the following date: 4-29-2014 5-6-2014
[Signature]

Joint Venture

Joint Venturer Name: _____
(typed or printed)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____

Business address: _____

Phone: _____ Facsimile: _____ E-mail: _____

Bid submitted on the following date: _____

Joint Venturer Name: _____
(typed or printed)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(typed or printed)

Title: _____

Business address: _____

Phone: _____ Facsimile: _____ E-mail: _____

Bid submitted on the following date: _____

Contact for receipt of official communications

Name: _____
(typed or printed)

Business address: _____

Phone: _____ Facsimile: _____ E-mail: _____

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

END OF SECTION

00 42 23.01 "Bid Form Exhibit A"

LIFT STATION PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	For Mobilization and Demobilization described in the Contract Documents for the lump sum (Maximum 5% of total contract of Lift Station Package) of:	LS	1	\$ <u>170,000.⁰⁰</u>	\$ <u>170,000.⁰⁰</u>
2	Design, install, maintain and remove Storm Water Pollution Prevention Plan and structures, complete as specified and indicated in the plans.	LS	1	\$ <u>20,000.⁰⁰</u>	\$ <u>20,000.⁰⁰</u>
3	Design, install, maintain, and remove Traffic Control Plan and devices, complete as specified and indicated in the plans.	LS	1	\$ <u>2,000.⁰⁰</u>	\$ <u>2,000.⁰⁰</u>
4	For development, design, and implementation of a trench safety system as required by the Occupational Safety and Health Administration and the assumption of responsibility for said system, including all required trench safety for alternate bid items, and structures complete as specified and indicated in the plans. (Contractor shall insert quantity of trench safety required for the project. Contractor shall only be paid for trench safety installed.)	LF	*1,000 LF minimum	\$ <u>5.⁰⁰</u>	\$ <u>5,000.⁰⁰</u>
5	For construction of the Jefferson Lift Station, including installation of submersible sewage pumps, piping, rails, valves, gauges, air release valves, fittings, yard piping, site grading, site paving, fencing, excavation (soil and rock), backfill, wet well and slab structural concrete, access hatches, bollards, coating and painting, aluminum canopies, by-pass pumping for tie-ins, dewatering, testing, clearing and grubbing, tree protection, drainage improvements, site restoration, water lines, site and off-site paving improvements and all other appurtenant work and items not specifically included in other bid items, complete as specified and indicated in the plans.	LS	1	\$ <u>2,000,000.⁰⁰</u>	\$ <u>2,000,000.⁰⁰</u>
6	18-inch diameter drilled shafts at the Jefferson Lift Station, complete as specified and indicated in the plans.	VF	80	\$ <u>125.⁰⁰</u>	\$ <u>10,000.⁰⁰</u>

00 42 23.01 "Bid Form Exhibit A"

LIFT STATION PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
7	Furnish and install gravity sanitary sewer lines, all depths and diameters, including tie-ins to existing sewer lines, manholes, flowable fill, demolition, removal and plugging of force and gravity mains, abandoning or removing manholes, by-pass pumping and all appurtenant work, complete as specified and indicated in the plans.	LS	1	\$ <u>500,000.⁰⁰</u>	\$ <u>500,000.⁰⁰</u>
8	Furnish and install by open cut, 16-inch AWWA C-905 DR-18, 14-inch AWWA C-905 DR-18 and 10-inch AWWA C-900 DR-14 PVC force mains, including bedding, backfill, testing, dewatering, tie-ins, asphalt roadway repair, gate valves, ductile iron fittings and restraints, tree protection, clearing, site restoration and all other appurtenant work, complete as specified and indicated in the plans.	LS	1	\$ <u>200,000.⁰⁰</u>	\$ <u>200,000.⁰⁰</u>
9	Demolition of the existing Jefferson Lift Station and all appurtenant work, complete as specified and indicated in the plans.	LS	1	\$ <u>80,000.⁰⁰</u>	\$ <u>80,000.⁰⁰</u>
10	Furnish and install Slope Protection, TxDOT Item 169: Class 1, Type D Erosion Control Mat and Channel Liner for disturbed areas complete as specified and indicated in the plans.	SY	1,460	\$ <u>5.⁰⁰</u>	\$ <u>7,300.⁰⁰</u>
11	Furnish, install and maintain hydromulch seed for all disturbed areas, complete as specified and indicated in the plans.	AC	1.6	\$ <u>6,000.⁰⁰</u>	\$ <u>9,600.⁰⁰</u>
12	For the installation of all electrical equipment, lighting and conduit and wiring improvements, and all appurtenant work, complete as specified and indicated in the plans.	LS	1	\$ <u>400,000.⁰⁰</u> five	\$ <u>400,000.⁰⁰</u> 400,000.

00 42 23.01 "Bid Form Exhibit A"

LIFT STATION PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
13	Provide 2" HMAC, Item 340 Type D overlay to match existing grades; including sawcutting existing pavement, mill removing all existing asphalt, tack and prime coat, as needed, of Kier property driveway per Plan Detail 2/DT-12 and as indicated in the letter agreement included in the Appendix, complete as specified and indicated in the plans.	LS	1	\$ <u>13,000.⁰⁰</u>	\$ <u>13,000.⁰⁰</u>
14	Allowance for Data Flow Systems, Inc to provide SCADA complete as specified and indicated in the plans.	LS	1	\$38,035.00	\$38,035.00
LIFT STATION PACKAGE TOTAL BASE BID (ITEMS 1-14)					\$ _____

3,454,935.⁰⁰

00 42 23.01 "Bid Form Exhibit A"

FORCE MAIN PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	For Mobilization and Demobilization described in the Contract Documents for the lump sum (Maximum 5% of total contract of Force Main Package) of:	LS	1	\$45,000. ⁰⁰	\$45,000. ⁰⁰
2	Design, install, maintain and remove Storm Water Pollution Prevention Plan and structures, complete as specified and indicated in the plans.	LS	1	\$25,000. ⁰⁰	\$25,000. ⁰⁰
3	Design, install, maintain, and remove Traffic Control Plan and devices, complete as specified and indicated in the plans.	LS	1	\$5,000. ⁰⁰	\$5,000. ⁰⁰
4	For development, design, and implementation of a trench safety system as required by the Occupational Safety and Health Administration and the assumption of responsibility for said system, including all required trench safety for alternate bid items, and structures complete as specified and indicated in the plans. (Contractor shall insert quantity of trench safety required for the project. Contractor shall only be paid for trench safety installed.)	LF	*5,021 LF minimum	\$5. ⁰⁰	\$25,105. ⁰⁰
5	Furnish and install by open cut, 14-inch diameter AWWA C-905, DR-18 PVC force main, including open cut sections, bedding, backfill, testing, dewatering, asphalt roadway repair, driveway repair, ductile iron fittings and restraints, tree protection, clearing, site restoration and all other appurtenant work not specifically included in other bid items, complete as specified and indicated in the plans.	LF	3,200	\$95. ⁰⁰	\$304,000. ⁰⁰
6	Furnish and install by bore, 30-inch steel casing pipe with 14-inch diameter AWWA C-905 DR-18 PVC carrier pipe with restrained joints, including testing, dewatering, and all other appurtenant work, complete as specified and indicated on the plans.	LF	102	\$550. ⁰⁰	\$56,100. ⁰⁰

00 42 23.01 "Bid Form Exhibit A"

FORCE MAIN PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
7	Furnish and install by horizontal directional drilling, 14-inch diameter AWWA C-905 DR-18 FPVC force main, including, backfill, flowable fill, testing, dewatering, fittings, restraints, tree protection, clearing, site restoration and all other appurtenant work, complete as specified and indicated in the plans.	LF	587	\$ <u>350.⁰⁰</u>	\$ <u>205,480.⁰⁰</u>
8	Furnish and install 14-inch gate valves, valve boxes, and all other appurtenant work, complete as specified and indicated in the plans.	EA	3	\$ <u>7,600.⁰⁰</u>	\$ <u>22,800.⁰⁰</u>
9	Furnish and install combination air/vacuum valves in manholes, including fittings and all other appurtenant work, complete as specified and indicated in the plans.	EA	3	\$ <u>11,000.⁰⁰</u>	\$ <u>33,000.⁰⁰</u>
10	Furnish and install by open cut, 21-inch diameter ASTM F679, SDR 26 gravity main, including excavation, bedding, backfill, testing, dewatering, asphalt repair, and all other appurtenant work, complete as specified and indicated in the plans.	LF	233	\$ <u>110.⁰⁰</u>	\$ <u>25,630.⁰⁰</u>
11	Furnish and install by open cut, 15-inch diameter ASTM D3034, SDR-26 gravity main, including excavation, bedding, backfill, testing, dewatering, plug, and all other appurtenant work, complete in place as indicated in the plans.	LF	20	\$ <u>95.⁰⁰</u>	\$ <u>1,900.⁰⁰</u>
12	Furnish and install by jack and bore, 36-inch diameter steel casing pipe with 21-inch diameter ASTM F679, SDR 26 carrier pipe, including joint restraints, spacers, end seals, pressure grouting, testing, dewatering, and all other appurtenant work complete as specified and indicated in the plans.	LF	130	\$ <u>600.⁰⁰</u>	\$ <u>78,000.⁰⁰</u>
13	Furnish and install 72-inch diameter manholes complete as specified, to the depths indicated in the plans.	EA	3	\$ <u>13,000.⁰⁰</u>	\$ <u>39,000.⁰⁰</u>

00 42 23.01 "Bid Form Exhibit A"

FORCE MAIN PACKAGE BASE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
14	Furnish and install 72-inch diameter manholes with ventilation system complete as specified, to the depths indicated in the plans.	EA	1	\$ <u>18,000.⁰⁰</u>	\$ <u>18,000.⁰⁰</u>
15	Utility Markers, complete in place as specified and indicated in the plans.	EA	18	\$ <u>50.⁰⁰</u>	\$ <u>900.⁰⁰</u>
16	Furnish and install TxDOT Item 169: Class 1, Type D Erosion Control Mat and Channel Liner for disturbed areas complete as specified and indicated in the plans.	SY	130	\$ <u>5.⁰⁰</u>	\$ <u>650.⁰⁰</u>
17	Furnish, install and maintain hydromulch seed for all disturbed areas, complete as specified and indicated in the plans.	AC	3.82	\$ <u>6,000.⁰⁰</u>	\$ <u>22,920.⁰⁰</u>
FORCE MAIN PACKAGE TOTAL BASE BID (ITEMS 1-17)					\$

908,455.⁰⁰

00 42 23.01 "Bid Form Exhibit A"

ALTERNATE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
A1	Add: Mill and overlay Jefferson St. (Full Width) in lieu of trench repair, complete as specified and indicated in the plans. (Required for Lift Station Package Bid)	SY	5,445 <i>6,445</i>	\$ <u>14.⁰⁰</u>	\$ <u>76,230.⁰⁰</u>
A2	Add: Mill and overlay Lowry St. (Full Width) in lieu of trench repair, complete as specified and indicated in the plans. (Required for Force Main Package Bid)	SY	2,965	\$ <u>16.⁰⁰</u>	\$ <u>47,440.⁰⁰</u>
A3	Add/Deduct: Furnish and install by open cut, 18-inch diameter HDPE 4710, DR-13.5, IPS, 16-inch diameter HDPE 4710, DR-13.5, IPS and 12-inch diameter HDPE 4710, DR-13.5, IPS force mains in lieu of 16-inch AWWA C-905 DR-18, 14-inch AWWA C-905 DR-18 and 10-inch AWWA C-900 DR-14 PVC pipe as indicated in Lift Station Package Base Bid item No. 8, including all other appurtenant work required for the material change not specifically included in other bid items, complete as specified and indicated in the plans. (Required for Lift Station Package Bid)	LS	1	\$ <u>-2,000.⁰⁰</u>	\$ <u>-2,000.⁰⁰</u>
A4	Add/Deduct: Furnish and install by open cut and as carrier pipe within bored steel casing, 16-inch diameter HDPE 4710, DR-13.5, IPS force main in lieu of 14-inch AWWA C-905 DR-18 PVC pipe as indicated in Force Main Package Base Bid items Nos. 5 and 6, including all other appurtenant work required for the material change not specifically included in other bid items, complete as specified and indicated in the plans. (Required for Force Main Package Bid)	LF	3,302	\$ <u>-3.⁰⁰</u>	\$ <u>-9906.⁰⁰</u>

00 42 23.01 "Bid Form Exhibit A"

ALTERNATE BID ITEMS					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
A5	Add/Deduct: Furnish and install by horizontal directional drilling (HDD), 16-inch diameter HDPE 4710, DR-9, DIPS force main in lieu of 14-inch AWWA C905 DR-18 FPVC as indicated in Force Main Package Base Bid item No. 7, including all other appurtenant work required for the material change not specifically included in other bid items, complete as specified and indicated in the plans. (Required for Force Main Package Bid)	LF	587	\$ <u>15.⁰⁰</u>	\$ <u>8,805.⁰⁰</u>
COMBINED LIFT STATION AND FORCE MAIN PACKAGE					
LIFT STATION PACKAGE TOTAL BASE BID					\$ <u>3,454,935.⁰⁰</u>
FORCE MAIN PACKAGE TOTAL BASE BID					\$ <u>908,455.⁰⁰</u>
COST INCREASE/REDUCTION (IF ANY) TO COMBINE LIFT STATION AND FORCE MAIN PACKAGES <i>INC - 100,000.⁰⁰</i>					\$ <u>-25,000.⁰⁰</u>
TOTAL BID (TOTAL BID LIFT STATION PACKAGE + TOTAL BID FORCE MAIN PACKAGE +/- COST INCREASE/REDUCTION TO COMBINE LIFT STATION AND FORCE MAIN PACKAGES)					\$ <u>4,263,390.⁰⁰</u>

00 42 23.02 VENDOR COMPLIANCE TO STATE LAW

Chapter 2252 of the Texas Government Code applies to the award of government contract to non-resident Bidders. This law provides that:

"A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Nonresident bidder" refers to a person who is not a resident of Texas

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

☐ Nonresident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the statute is attached.

☐ Nonresident bidders in _____ (give state), our principal place of business, are not required to underbid resident bidders.

☒ Our principal place of business or corporate offices are in the State of Texas.

Bidder:

Company Name: Nelson Lewis, Inc.
(typed or printed)

By [Signature]
(Signature -- attach evidence of authority to sign)

Name: Hank Lewis
(typed or printed)

Title: Vice-President/Secretary
(Signature of Corporate Secretary)

Business address: P.O. Box 235
Marble Falls, Texas 78654

Phone: 830-693-8874 Facsimile: 830-693-5986 E-mail: hank@nelsonlewisinc.com

END OF SECTION

00 42 23.03 CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material permanently incorporated into the Project and resold to the Owner as defined in Tax Code.

All other charges and costs

Total (Total must equal the Contract Price)

\$1,500,000.00
\$2,763,390.00
\$4,263,390.00

Contractor:

Company Name:

Nelson Lewis, Inc.
(typed or printed)

By

(Signature -- attach evidence of authority to sign)

Name:

Hank Lewis
(typed or printed)

Title:

Vice-President/Secretary
(Signature of Corporate Secretary)

Business address:

P.O. Box 235
Marble Falls, Texas 78654

Phone: 830-693-8874 Facsimile: 830-693-5986 E-mail hank@nelsonlewisinc.com

Execute this form at time of execution of Contract and make a part of the Contract.

Notes:

1. The Total Amount of Bid for Materials and Services must equal the sum of the Total Amount Bid for Materials and the Total Amount Bid for Services as well as the sum of all individual bid items.
2. Materials are those items which are tax exempt and are physically incorporated into the facilities constructed for the Owner. Materials include, but are not limited to, purchased items such as pipe, embedment, concrete, manholes, asphalt, road base, machinery, and equipment, etc.
3. Services are those items which are not tax exempt and are used by the Contractor but are not physically incorporated into the Owner's facilities and/or items that are consumed by construction. Services include, but are not limited to, supplies, tools, concrete forms, scaffolding, temporary buildings, the rental of equipment, skill, and labor, etc.

END OF SECTION

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.*Nelson Lewis, Inc.***2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date



International Fidelity INSURANCE COMPANY

One Newark Center, 20th flr. Newark, New Jersey 07102-5207 1-800-333-4167 / (973) 624-7200 / WWW.IFIC.COM

Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Nelson Lewis, Inc.

as Principal, and **THE INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation of the State of New Jersey, as Surety, are hereby held and firmly bound unto
City of Kerrville, City Hall, 701 Main Street, Kerrville, Texas 78028

in the penal sum of Five-Percent of Greatest Amount Bid (\$ 5% GAB)
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 6th day of May, 2014

The condition of the above obligation is such that whereas the Principal has submitted to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for Jefferson Lift Station, Force and Gravity Main-Phase 2

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of the persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered in the presence of:

ATTEST: Maryl Dianne Robinson

Nelson Lewis, Inc.

Principal

ATTEST: Canellia Doss

INTERNATIONAL FIDELITY INSURANCE CO.

By: Kenneth Nitsche

Kenneth Nitsche

Attorney-In-Fact

Bid Bond Date May 6, 2014

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CRAIG T. PARKER, ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, ROBERT K. NITSCHKE,
NINA K. SMITH, VIOLET J. FROSCH, GARY A. NITSCHKE, KENNETH NITSCHKE

Giddings, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2015

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of May, 2014

MARIA BRANCO, Assistant Secretary

00 45 16 STATEMENT OF QUALIFICATIONS

1.00 GENERAL

- 1.01 The Statement of Qualifications must be submitted with the bid and include, as a minimum, the information as described in this section of the Contract Documents. Failure to submit the required information in the Statement of Qualifications may result in the Owner considering the Bid non-responsive and result in rejection of the Bid by the Owner. Bidders may be required to provide supplemental information if requested by the Owner to clarify, enhance or supplement the information provided in the Statement of Qualifications.
- 1.02 Bidders must provide the information requested in the Qualifications Statement using the forms attached to this Section. A copy of these forms may be provided in Microsoft Word to assist with the preparation of the Statement of Qualifications. Information in these forms must be provided completely and in detail. Information that cannot be totally incorporated in the form may be included in an appendix to the form. This appendix must be clearly referenced by appendix number in the form, and the appended material must include the appendix number on every sheet of the appendix. The appendix must include only the information that responds to the question or item number to which the appended information applies.
- 1.03 Bidders may provide supplemental information to the Statement of Qualifications using AIA, AGC or other industry standard statement of qualification forms and / or Bidders may submit additional information such as organizational brochures or other marketing information to help demonstrate the ability to provide best value to the Owner. This information may not be submitted as a substitute to the information specifically requested in this Section, or in the Statement of Qualifications forms. If this information is include as an appendix to the information requested in Paragraph 1.02 above, the reference must include the specific paragraph or section that applies to that question or item.
- 1.04 Contractors bidding the Lift Station Package shall have experience with the construction of pump stations similar in size and type of the work as included in this project. Contractor shall have construction experience with a minimum of three (3) lift stations of similar type and size of work indicated to be found on this project.
- Contractors bidding the Lift Station Package shall include the following information with their qualifications:
- Qualifications for their proposed Electrical contractor. Electrical contractor shall have experience with the construction of pump station, SCADA and instrumentation on projects similar in size and type of the work as included in this project. Contractor shall have construction experience with a minimum of five (5) projects similar in type and size of work as indicated to be found on this project.

- 1.05 Contractors bidding the Force Main Package shall have experience with the construction of water and/or wastewater lines similar in size and type of the work as included in this project. Contractor shall have construction experience with a minimum of three (3) utility projects of similar type and size of work indicated to be found on this project.

Contractors bidding the Force Main Package shall include the following information with their qualifications:

Qualifications for their proposed Horizontal Directional Drilling (HDD) Contractor. The HDD Contractor shall have experience in bore size, length and subsurface conditions similar to those found on this project. Contractor shall have experience with a minimum of five (5) bores under active waterways and a minimum of five (5) bores in subsurface rock conditions as indicated to be found on this project.

- 1.06 Contractors bidding the Combined Bid Package shall include information indicated in 1.04 and 1.05.

Contractor's General Information

Organization doing business as	Nelson Lewis, Inc.		
Business address of principle office	PO Box 235 Marble Falls, Texas 78654		
Telephone numbers	830-693-8871		
Main number	Same		
Fax number	830-693-5986		
Website address			
Form of business (check one)	☒ A corporation	☐ A partnership	☐ An individual
If a corporation			
Date of incorporation	June 6, 1978		
State of incorporation	Texas		
Chief Executive Manager's name	Hank Lewis		
President's name	Janet Lewis Hank Lewis		
Vice President's name(s)			
Secretary's name	Hank Lewis		
Treasurer's name	Hank Lewis		
If a Partnership			
Date of organization			
State whether partnership is general or limited			
If an Individual			
Name			
Business address			
Identify all individuals not previously named which exert a significant amount of business control over the organization			
NA			
Indicators of organization size			
Average number of current full time employees	58	Average estimate of revenue for the current year	12 million

Contractor's Organizational Experience

Organization doing business as	Nelson Lewis, Inc.	
Business address of regional office	P.O. Box 235 Marble Falls, Texas	
Name of regional office manager	Winda Morrison	
Telephone numbers	830-693-8874	
Main number	Same	
Fax number	830-693-5986	
Website address		
Organization History		
List of names that this organization currently, has or anticipates operating under over the history of the organization, including the names of related companies presently doing business:		
Names of organization	From date	To date
Nelson Lewis, Inc.	June 6, 1978	Present
List of companies, firms or organizations that own any part of the organization.		
Name of companies, firms or organization.	Percent ownership	
N/A		
Construction Experience		
Years experience in projects similar to the proposed project: See attached		
As a general contractor	36 yrs.	As a joint venture partner
Has this or a predecessor organization ever defaulted on a project or failed to complete any work awarded to it?		No
If yes provide full details in a separate attachment. See attachment No.		
Has this or a predecessor organization been released from a bid or proposal in the past ten years?		No
If yes provide full details in a separate attachment. See attachment No.		
Has this or a predecessor organization ever been disqualification as a bidder or proposer by any local, state, or federal agency within the last 5 years?		No
If yes provide full details in a separate attachment. See attachment No.		
Is this organization or your proposed surety currently in any litigation or contemplating litigation?		No
If yes provide full details in a separate attachment. See attachment No.		
Has this or a predecessor organization ever refused to construct or refused to provide materials defined in the contract documents?		No
If yes provide full details in a separate attachment. See attachment No.		

Contractor's Proposed Key Personnel

Organization doing business as:		
Proposed project organization		
Provide a brief description of the managerial structure of the organization and illustrate with an organizational chart. Include the title and names of key personnel. Include this chart at an attachment to this description. See attachment No. <u>1A, 1B</u>		
See Attached		
Provide a brief description of the managerial structure proposed for this project and illustrate with an organizational chart. Include the title and names of proposed key personnel and alternates. Include this chart at an attachment to this description. See attachment No.		
TBD		
Experience of Key Personnel		
Provide information on the key personnel proposed for this project that will provide the following key functions. Provide information for candidates for each of these positions on the pages for each of these key personnel. Also provide biographical information for each primary and alternate candidate as an attachment. The biographical information must include the following as a minimum: technical experience, managerial experience, education and formal training, work history which describes project experience, including the roles and responsibilities for each assignment, and primary language. Additional information highlighting experience which makes them the best candidate for the assignment should also be included.		
Role	Primary candidate	Alternate candidate
Project manager	Gasper Caracheo	Mark Bray
Project superintendent		
Project safety manager	Gasper Caracheo	Mark Bray
Quality control manager	Ismael Terrazas	
If key personnel are to fulfill more than one of the roles listed above, provide a written narrative describing how much time will be devoted to each function, their qualifications to fulfill each role and the percentage of their time that will be devoted to each role. If the individual is not to be devoted solely to this project, indicate how time it to be divided between this project and their other assignments.		

Proposed Project Managers

Organization doing business as <i>Corporation</i>			
Primary candidate			
Name of individual		<i>Casper Curacao</i>	
Years of experience as project manager		<i>2+</i>	
Years of experience with this organization		<i>10+</i>	
Number of similar projects as project manager		<i>8+</i>	
Number of similar projects in other positions		<i>15+</i>	
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
<i>North San Saba W.L.</i>		<i>20%</i>	<i>9-2014</i>
<i>Killeen Trimmer W.L.</i>		<i>22%</i>	<i>9-2014</i>
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name	<i>Dave Stewart</i>	Name	<i>Al Morgan 10th</i>
Title/ position	<i>Dir. of Public works</i>	Title/ position	<i>City of Horseshoe Bay Inspections</i>
Organization	<i>City of Lago Vista</i>	Organization	<i>City of Horseshoe Bay</i>
Telephone	<i>512-267-1993</i>	Telephone	<i>512-755-5722</i>
E-mail	<i>d.stewart@lago-vista.org</i>	E-mail	<i>amorgan10th@horseshoe-bay.tx.gov</i>
Project	<i>Various projects.</i>	Project	<i>Western Bit HDPE Sewer</i>
Candidate role on project	<i>Director of Public works.</i>	Candidate role on project	<i>Inspections.</i>
Alternate candidate			
Name of individual		<i>Mark Bray</i>	
Years of experience as project manager		<i>2+</i>	
Years of experience with this organization		<i>2+</i>	
Number of similar projects as project manager		<i>10</i>	
Number of similar projects in other positions		<i>0</i>	
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
<i>Scott & White - Marble Falls</i>		<i>20%</i>	<i>May 2014</i>
<i>Grand Bank - Marble Falls</i>		<i>20%</i>	<i>June 2014</i>
<i>Gin Road Waterline</i>		<i>25%</i>	<i>Dec 2014</i>
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name	<i>See Attached</i>	Name	
Title/ position		Title/ position	
Organization		Organization	
Telephone		Telephone	
E-mail		E-mail	
Project		Project	
Candidate role on project		Candidate role on project	

Proposed Project Superintendent

Organization doing business as		corporation	
Primary candidate			
Name of individual		Ismael Terrazas	
Years of experience as project superintendent		20+	
Years of experience with this organization		20+	
Number of similar projects as superintendent		15+	
Number of similar projects in other positions		30+	
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Green Valley Sub Giv Rd.		15%	8-2014
Vintage Oaks CLWSC.		20%	12-2014
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name	James Butler	Name	Dwayne Stewart
Title/ position	CLWSC Inspections	Title/ position	Director of Public works
Organization	CLWSC.	Organization	City of Lago Vista
Telephone	830-743-0126	Telephone	512-267-1993
E-mail	james.butler@clwsc.com	E-mail	dystewart@lago-vista.org
Project	various throughout CLWSC	Project	various projects
Candidate role on project	Inspector	Candidate role on project	Director of Public works
Alternate candidate			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as superintendent			
Number of similar projects in other positions			
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Name	
Title/ position		Title/ position	
Organization		Organization	
Telephone		Telephone	
E-mail		E-mail	
Project		Project	
Candidate role on project		Candidate role on project	

Contractor's Project Experience and Resources

[illegible]

Kerrville Jefferson Lift Station Phase II

Provide a description of your organizations approach to completing this project, to provide the best value for the owner. Including a description of your approach in the following areas:

1. Contract Administration: NLI will use all of its resources to ensure that the contract will be administered in a way that is both satisfactory, and cost effective to the Owner.
2. Management of subcontractors and suppliers: NLI will communicate with all subcontractors and suppliers to ensure that all materials and job duties are met on time. This will assure that there will not be any down time.
3. Time Management: NLI will manage time, in regards to all that are involved with this project. Time will be of the essence on this project to guarantee that the project will be finished on the scheduled dates. Employees and subcontractors will be allowed work full ten hour workdays.
4. Cost Control: NLI will make recommendations to the Owner in any areas where we feel costs could be driven down, without compromising the integrity of the project.
5. Quality Management: NLI will inspect all workmanship, and materials to ensure that the work, and the material used is of the highest quality at all times.
6. Project site safety: NLI will provide a safety control plan, and will adhere to it at all times. Safety is our highest priority!
7. Managing changes to the project. NLI understands that with larger projects changes will be inevitable. We will work closely with the Owner and the design Engineer and strive to notify them in advance to any foreseen problems. We will also make any necessary changes to accommodate the Owner / Engineer with changes to the project. NLI will also make recommendations that will be cost effective to the project.
8. Managing equipment: NLI will make sure that all employees and subcontractors have access to the proper equipment at all times. We will provide equipment as needed to keep the project moving at all times.
9. Meeting HUB / MWBE participation goals: NLI has always strived to use the services provided by HUBS / MWBE, Etc. "where possible" NLI will pre qualify any minority company that it intends to hire for any portion of the work provided to them. While we strive to utilize these services, we also understand that minority companies need to be able to perform the work.

Contractor's Subcontractors and Vendors

[illegible]

Current Projects and Projects Completed Similar to the Work in this Contract within the last 10 Years

Project owner	See Attached		Project name	See Attached	
General description of project:					
Project cost			Date project completed		
Key project personnel	Project manager		Project superintendent	Safety manager	Quality control manager
Name					
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/ position	Organization	Telephone	E-mail
Designer					
Construction manager					
Project owner	Project name				
General description of project:					
Project cost			Date project completed		
Key project personnel	Project manager		Project superintendent	Safety manager	Quality control manager
Name					
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/ position	Organization	Telephone	E-mail
Designer					
Construction manager					
Project owner	Project name				
General description of project:					
Project cost			Date project completed		
Key project personnel	Project manager		Project superintendent	Safety manager	Quality control manager
Name					
Reference contact information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/ position	Organization	Telephone	E-mail
Designer					
Construction manager					

Project Information

Project owner	See Attached	Project name	See Attached
General description of project			

Project Budget and Schedule Performance

Budget history			Schedule performance	
	Amount	% of Bid Amount		Days
Bid			Notice to Proceed	
Change orders			Contract Substantial Completion date at Notice to Proceed	
Owner enhancements			Contract final completion date at Notice to Proceed	
Unforeseen conditions			Change Order authorized Substantial Completion date	
Design issues			Change Order authorized final completion date	
Total			Actual / estimated Substantial Completion date	
Final cost			Actual / estimated final completion date	

Key Project Personnel

	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Percentage of time devoted to the project.				
Proposed for this project.				
Did Individual start and complete the project?				
If not, who started or completed the project in their place.				
Reason for change.				

Reference contact information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/ position	Organization	Telephone	E-mail
Owner					
Designer					
Construction Manager					
Surety					

Issues / disputes resolved or pending resolution by arbitration, litigation or dispute review boards

Number of issues resolved:	Total amount involved in resolved issues:	Number of issues pending:	Total amount involved in resolved Issues:

Statement of Qualifications

KER12186 – Jefferson Lift Station, Force and Gravity Main - Phase 2

Affidavits

One of the following four affidavits shall be executed and provided with this information. The individual signing the affidavit shall attach evidence of their authority to bind the organization to an agreement.

AFFIDAVIT FOR CORPORATION

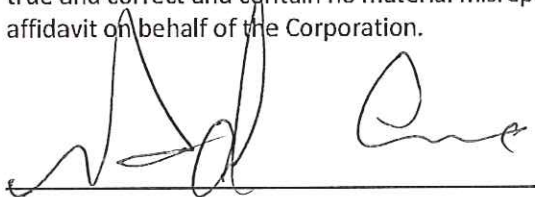
State Texas) §

County of Burnet) §

Hank Lewis, being duly sworn deposes and says
(Name)

that they are Vice-President of the
(Title)

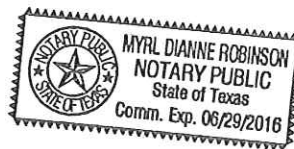
Nelson Lewis, Inc. corporation submitting the foregoing
qualification form and related information; have read such documents; and that such documents are
true and correct and contain no material misrepresentations; and that they are authorized to make this
affidavit on behalf of the Corporation.


(Signature)

Signed and sworn to me before this 29th day of April, 2014.

Myrl Dianne Robinson
(Notary Public)

My commission expires: 6-29-2016



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized and submitted with the bid. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: Nelson Lewis, Inc.
2. Permanent main office address and telephone number: P. O. Box 235, Marble Falls, Texas 78654
830-693-8874 / 830-693-5986 Fax.
3. When organized: June, 1978 MBE ☐ WBE ☐
4. If a corporation, where incorporated: Texas
5. How many years have you been engaged in the contracting business under your present firm or trade name? 30 Years
6. Contracts on hand: (Provide a schedule of these, showing name and address of Owner, amount of each contract and the approximate anticipated dates of completion.)
7. Classification of work performed by your company:

☐ Buildings	☒ Electric Utility	☒ Drainage
☐ Bridges	☒ Streets	
☒ W&WW Distr.&Collect	☒ W&WW Storage&Pumping	
☒ W & WW Plants	☐ Parks	☒ Other-Lift Stations
8. Have you completed all contracts awarded to you? – Yes. If no, submit details.
9. Has your firm ever been awarded a bonus for early completion of work? ☒ Yes ☐ No.
If yes, give details: Jester Estate
10. Have you ever defaulted on a contract? ☐ No ☐ Yes. If so, where, why, name of project, name and address of the Owner, and name of Bond carrier? _____
11. Is your firm presently engaged in litigation with respect to any claim regarding contract performance?
☐ Yes ☒ No. If yes, submit description and state case number, style of case and court in which pending or in which judgment was entered.
12. Has your firm ever been assessed Liquidated Damages on any project? ☐ Yes ☒ No.
If yes, submit details, including the name and address of the owner of the project.
13. Attach a list of your major equipment available for this contract. See Attached

14. Attached is a list of project experience in construction work, recently completed by your company, similar to this project (as per Section 2.2, "Experience," of the General Terms and Conditions). Include month and year of start and completion.

15. Explain relations with public on past projects. Very good

16. Is your firm bondable? X Yes

With whom? Insurance Network of Texas

What limits? \$8MM per project, \$15MM aggregate

17. Bank Credit available: \$ 750,000.00

18. Have the principals of your firm been engaged in the construction contracting business under any other name within the past five (5) years? If so, please provide the name of such principal(s) and the name and address of the former business. No.

19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the recitals comprising this Statement of Bidder's Qualifications.

Dated at Marble Falls, Texas this 29th day of April, 2014

By: Hank Lewis

Nelson Lewis, Inc.

Title: Vice-President

State of Texas

County of Burnet

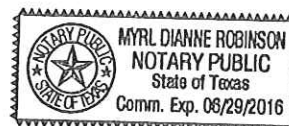
Being duly sworn deposes and says that he is Hank Lewis

of Nelson Lewis, Inc. and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 29th day of April, 2014

Notary Public
My Commission

Myrl Dianne Robinson
6-29-2016



CORPORATE AUTHORIZATION RESOLUTION

RESOLVED, that the Board of Directors of Nelson Lewis, Inc., a corporation duly organized and existing under the laws of the State of Texas, that the following is a true, accurate and compared transcript of resolution contained in the minutes book of the Corporation, duly adopted at a meeting of the Board of Directors of said Corporation on the 1ST day of JANUARY, 2014 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

"BE IT RESOLVED, that Janet Lewis is hereby authorized and empowered to sign any and all documents, including contracts, on behalf of said Corporation, and is authorized to bind the Corporation."

CERTIFICATION

The undersigned Secretary of Nelson Lewis, Inc. hereby certifies that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of this Corporation and that said resolution is now in full force and effect and is duly recorded in the corporate minutes of said meeting.

Witness my hand and the seal of the Corporation this 1st day of JANUARY, 2014.

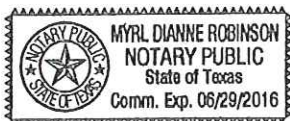


Hank Lewis, Vice President,

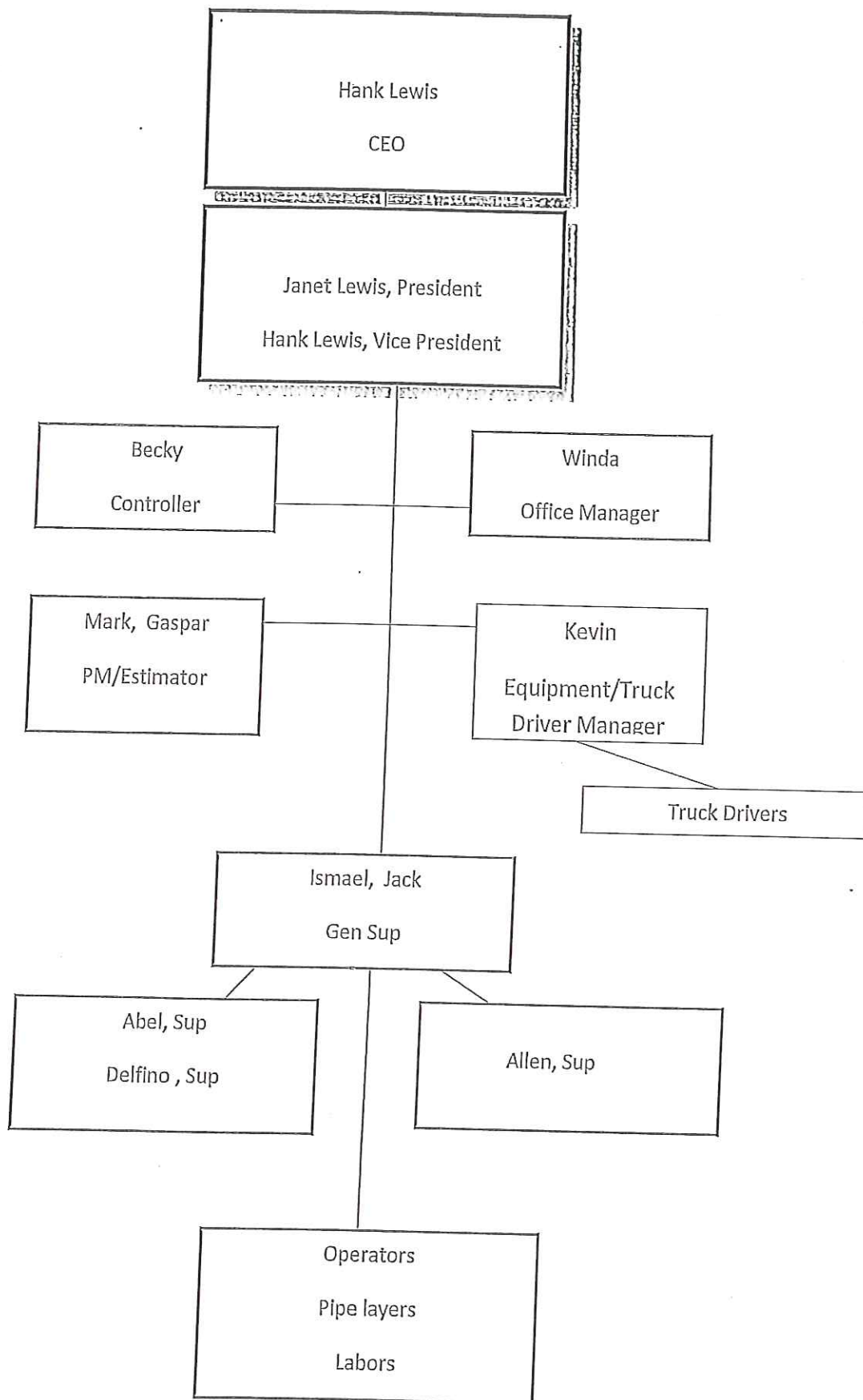
Secretary, Treasurer

State of Texas
County of Burnet

On this the 21st day of April, 2014, before me personally appeared Hank Lewis, known to me to be the person whose name is subscribed to the above instrument and acknowledge that he executed the same for the purposes therein contained.


Notary Public

#1A



The Team of Nelson Lewis, Inc.

Hank Lewis, Chief Executive Officer, and Vice-President

Hank has worked in and managed all aspects of the underground utility construction business since 1980. He became CEO in 2001 when he purchased Nelson Lewis, Incorporated. Duties include bidding, pre and post contract meetings; managing jobs and employees in all phases of contracts under construction. Additionally he has responsibility for company finances, equipment leasing and purchases, communication with banks, other lenders, and bonding companies.

Janet Lewis, President

Janet, Hank's wife, and co-owner of the company is a native of Columbia, South America, and an American citizen.

Becky Harris, Controller

Becky has extensive experience in all areas of accounting. She has worked as a controller in various industries and her duties have included job cost accounting, preparation of financial statements, tax functions, risk management, regulatory compliance and management of human resources.

Winda Morrison, Office Manager/Bookkeeper

Winda brings thirty five years of general office, accounting and bookkeeping experience to Nelson Lewis, Inc. She has college level accounting courses, and has been at NLI for ten plus years. Duties include office coordination, reception and organization, mail distribution and posting of invoices, and payroll clerk.

Mark Bray, Project Manager/Estimator

Mark received his BA in 1992 from Tarleton State University in Stephenville, Texas. He joined the Nelson Lewis, Inc. team in October 2011. He has served in various professional roles over his career including sales team management, operations management, information systems management, and project management. As a Project Manager/Estimator for Nelson Lewis, Inc., Mark is responsible for building comprehensive project bids and managing awarded projects through completion. Each project is guided by Mark's concern for superior customer service and a desire to maintain outstanding relationships with clients and the building industry.

Gaspar Caracheo, Project Manager/Estimator

Gaspar brings quality, responsibility, and employee management pertaining to wastewater and waterline construction. He has been involved as superintendant with several construction jobs for Nelson Lewis, Inc. Special expertise includes large diameter water and wastewater lines at deep cuts. As a Project Manager/Estimator for Nelson Lewis, Inc., Gaspar is responsible for building comprehensive project bids and managing awarded projects through completion. In this capacity he joins Mark in serving each customer with the quality of service expected by clients and the industry.

The Team of Nelson Lewis, Inc.

Kevin J. Brooks, Equipment Manager

Kevin has worked with the maintenance and repair of heavy equipment since 1986. He has managed crews in the shop and field where he is responsible for keeping equipment serviced and in good working condition, scheduling repairs, and successfully dealing with daily breakdowns. His experience is extensive in road, utility, communication, and mining environments.

Ismael Terrazas, Superintendent

Ismael has more than a decade of experience in site clearing, site preparation, water, electric, storm drain, and sewer pipe installation. He is skilled in managing multiple projects and crews on the same job effectively and can operate numerous pieces of heavy equipment. Ismael received NUCA Certification (National Utility Contractors Association) in 2003.

Johnny (Jack) Carpenter, Superintendent

Jack is a veteran of the heavy construction industry and has worked with public services and private industry, managing utility and earthwork projects. He brings a wealth of experience to Nelson Lewis' sitework, subdivision, and street projects. Jack is also involved in the local community's youth football and baseball programs, even serving as the baseball commissioner.

Nelson Lewis, Inc.

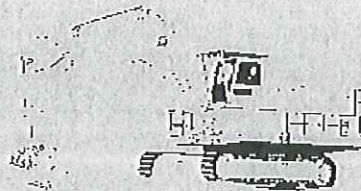
Underground Utilities & Excavation

P. O. Box 235

Marble Falls, Texas 78654

Office (830)693-8874

Fax (830)693-5986



Banking List

Bank's Name	Bank's Address	Contact	Bank's Phone
Western National Bank	12800 San Pedro, San Antonio, Tx 78216	Jim Kreuz	210-299-4181
American Bank of Texas	418 Hwy 281 N., Marble Falls, TX 78654		830-693-3676

Nelson Lewis, Inc.

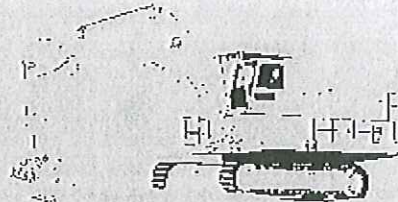
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Subcontractor List

Sub's Name	Sub's Address	Sub's Phone #	Sub Provides
Nelson Lewis, Inc. uses its own equipment on projects			
Hayden Concrete	896 Summit St, Ste 104, Round Rock, 78664	512-828-5181	Poured Concrete
Lone Star Paving	PO Box 91862, Austin, TX 78709-1862	512-263-3949	Paving
Fuquay, Inc	PO Box 10327, Austin TX 78766	512-260-9899	Environmental controls
5A Transportation, Inc	Drawer 160, Lometa, TX 76853	512-556-5556	Hauling materials
Majestic Trucking, Inc	4699 North IH-35, Georgetown, TX 78626	512-930-3733	Hauling materials
Wheeler Coatings	3099 North IH-35, Round Rock, TX 78664	512-346-3839	Paving, stripe, signs, hot mix
Ramming Paving	16409 Bratton Lane, Austin, TX 78728	512-251-3713	Paving, hot mix
Ross Road Boring Co.	127 Indian Blanket Trl, Marble Falls, TX 78654	830-693-2955	Road boring
Grand Republic	3050 CR 255, Georgetown, TX 78633	512-450-2461	Lift Stations

Nelson Lewis, Inc.

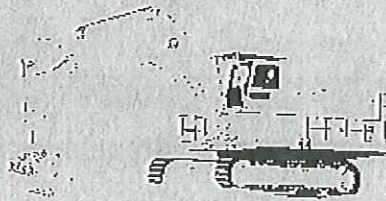
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Material Suppliers

Nelson Lewis, Inc. uses its own equipment on projects

Hayden Concrete	896 Summit St, Ste 104, Round Rock, 78664	512-828-5181	Poured Concrete
Lone Star Paving	PO Box 91862, Austin, TX 78709-1862	512-263-3949	Asphalt Paving
Wheeler Coatings	3099 North IH-35, Round Rock, TX 78664	512-346-3839	Asphalt Paving
Ramming Paving	16409 Bratton Lane, Austin, TX 78728	512-251-3713	Asphalt Paving
HD Supply	1800 Royston Lane, Round Rock, TX 78664	800-259-6811	Pipe, Valves & Fittings
MS Techline Pipe	9609 Beck Circle, Austin, TX 78758	830-613-0324	Pipe, Valves & Fittings
Griffin Pipe Products	2902 McCaskey Ridge, San Antonio TX 78258	210-492-0860	D.I. Pipe, Valves & Fittings
Hanson	801 Airport Blvd, Austin, TX 78702	512-385-3950	Concrete Pipe, Valves & Fittings
Fuquay, Inc	PO Box 10327, Austin TX 78766	512-260-9899	Environmental controls
Capitol Aggregates	P. O. Box 6230, Austin, TX 78762	830-693-3533	Bedding, Base & Aggregates
Hanson Materials	4901 South Hwy 281, Burnet, TX 78611	512-756-8255	Bedding, Base & Aggregates

NL - NELSON LEWIS INC
Equipment Location Report by Category
As of : Apr24/14

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Equip Unit / Description	Current Loc'n	Description	Current Since	Refer.	Description	Previous Locn/Desc	Since
BACKHOES							
BH03	CAT 416D BACKHOE WET KIT	ZZDOWN	OUT OF SERVICE EQ	Apr11/14 Paul	9117	ZZDOWN OUT OF	Apr09
BH04	CAT 416C BACKHOE WET KIT	13-027	North San Saba Wa	Apr24/14 Paul		13-021 BUSH RA	Apr07
BH06	CAT 416B 4X4 BACKHOE	ZZDOWN	OUT OF SERVICE EQ	Apr10/14 Paul	102	14-004 DEER HA	Mar28
BH07	CAT 416E 4X4 BACKHOE WET	13-013	JEPPERSON LIFT ST	Oct28/13 TERRY	5615	13-006 CLWSC B	Oct23
BH08	CAT 416E 4X4 BACKHOE WET	13-024	VINTAGE OAKS 6	Apr11/14 Paul	4069	12-030 OAK CRE	Feb04
BH09	CAT 4160E 4X4 BACKHOE WET	13-027	North San Saba Wa	Apr07/14 PAUL	5053	13-027 North S	Apr07
BH10	CAT 416E BACKHOE	13-021	BUSH RANCH	Nov06/13 TERRY	788.7	13-001 CHISHOL	Sep05
CHAIN TRENCHERS							
TR3	TRENCHTECH 2300 CHAIN TRE	ZZAVAI	AVAILABLE IN YARD	Mar26/14 PAUL	8824	13-024 VINTAGE	Jan31
TR4	TRENCHTECH 2000 CHAIN TRE	13-024	VINTAGE OAKS 6	Mar26/14 PAUL	6967	ZZAVAI AVAILAB	Feb05
COMPACTORS SMOOTH & PAD FOOT							
VR1	HYPAC C850B 84" SMOOTH DR	13-021	BUSH RANCH	Sep30/13 TERRY	-4650.3	13-021 BUSH RA	Sep30
VR2	HYPAC C830A 66" SMOOTH/PA	14-006	PEETE'S COUNTRY K	Apr11/14 PAUL	388	14-006 PEETE'S	Feb28
VR3	WOLFPAC 4000 40" SMOOTH D	ZZDOWN	OUT OF SERVICE EQ	Mar04/13 Daniel		ZZAVAI AVAILAB	Feb14
VR4	INGERSOLL 84" SMOOTH/PAD	13-022	SCOTT & WHITE HOS	Jan09/14 TERRY	3514	13-021 BUSH RA	Oct02
VR5	RAMMAX P35-TB VIBRATORY R	ZZAVAI	AVAILABLE IN YARD	Feb13/13		12-008 SCOTT &	Sep04
VR6	VIBRATORY ROLLER	14-009	GRAND BANK - MARB	Apr02/14 PAUL	1076	13-029 STONE R	Mar14
DOZERS							
DZ1	CAT D5GXL DOZER	ZZAVAI	AVAILABLE IN YARD	Apr02/14 PAUL	6872	13-027 North S	Mar27
EXCAVATORS & TRACK HOES							
EX03	CAT 322BL EXCAVATOR	ZZAVAI	AVAILABLE IN YARD	Mar26/14 PAUL	14152	13-029 STONE R	Feb26
EX04	KOMATSU PC138 EXCAVATOR	ZZAVAI	AVAILABLE IN YARD	Feb25/14 TERRY	9608	13-024 VINTAGE	Nov04
EX05	CAT 322C EXCAVATOR WET KI	13-024	VINTAGE OAKS 6	Feb28/14 TERRY	12694	13-021 BUSH RA	Feb20
EX06	KOMATSU PC300 EXCAVATOR W	13-022	SCOTT & WHITE HOS	Apr17/14 PAUL	9939	14-009 GRAND B	Apr11
EX07	CAT 307CSB EXCAVATOR	14-006	PEETE'S COUNTRY K	Apr14/14 RANDY		14-006 PEETE'S	Apr02
EX10	KOBELCO SK70SR EXCAVATOR	13-024	VINTAGE OAKS 6	Mar05/14 TERRY	5244	ZZAVAI AVAILAB	Feb07
EX12	KOBELCO 480 EXCAVATOR	ZZAVAI	AVAILABLE IN YARD	Mar25/14 PAUL	6898	13-030 TIVY AN	Feb17
EX15	KOMATSU PC290 EXCAVATOR	13-027	North San Saba Wa	Mar27/14 PAUL	2206	13-022 SCOTT &	Mar12
EX16	KOMATSU PC 228 EXCAVATOR	13-027	North San Saba Wa	Mar06/14 TERRY	2637	14-002 COPPER	Feb11
EX18	EXCAVATOR	13-022	SCOTT & WHITE HOS	Feb14/14 TERRY	7115		
EX19	KOBELCO SK350-8 EXCAVATOR	13-027	North San Saba Wa	Mar24/14 TERRY	1841		
MOTOR GRADERS & BLADES							
MG1	CAT 120G MOTOR GRADER	ZZDOWN	OUT OF SERVICE EQ	Nov14/12		12-008 SCOTT &	Oct08
MG2	CAT 12G MOTOR GRADER	13-021	BUSH RANCH	Feb02/14 TERRY	5801.8	13-028 HIGHLIN	Jan06

NL - NELSON LEWIS INC
Equipment Location Report by Category
As of : Apr24/14

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Equip Unit / Description	Current Loc'n	Description	Current Since	Refer.	Description	Previous Locn/Desc	Since
TRACK LOADERS							
TL1	CAT 963C TRACK LOADER	13-021	BUSH RANCH	Feb03/14 TERRY	14400.5	13-028 HIGHLIN	Jan25
TL2	CAT 943 TRACK LOADER	ZZAVAI	AVAILABLE IN YARD	Feb08/14 TERRY	962	13-028 HIGHLIN	Jan18
TL3	CAT 973 TRACK LOADER	13-022	SCOTT & WHITE HOS	Oct18/13 TERRY	12388	ZZAVAI AVAILAB	Oct11
TL4	CAT 963C TRACK LOADER	14-009	GRAND BANK - MARB	Apr10/14 PAUL	5332	14-009 GRAND B	Apr10
TL5	2007 CATERPILLAR 973C TRA	13-022	SCOTT & WHITE HOS	Feb13/14 TERRY	4204.9		
WATER TRUCKS							
WT1	CHEVY KODIAK 2,000 GAL WA	13-021	BUSH RANCH	Oct07/13 TERRY	270.1	ZZAVAI AVAILAB	Jul19
WT2	INTERNATIONAL 2,000 GAL W	ZZDOWN	OUT OF SERVICE EQ	May02/13		ZZAVAI AVAILAB	Oct08
WT3	FORD F700 2,000 GAL WATER	14-006	PEETE'S COUNTRY K	Mar03/14 TERRY	877	13-013 JEFFERS	Sep06
WT4	INTERNATIONAL 3,000 GAL W	13-021	BUSH RANCH	Feb05/14 TERRY	5849	ZZAVAI AVAILAB	May30
WT5	WATER TRUCK	13-029	STONE RIDGE DEVEL	Mar13/14 TERRY	2345	ZZDOWN OUT OF	Feb28
WHEEL LOADERS							
WL03	CAT 938G WHEEL LOADER	13-030	TIVY ANTLERS STAD	Feb18/14 TERRY	16034	13-024 VINTAGE	Feb05
WL05	CAT 928GZ WHEEL LOADER	14-008	GVSUD - GIN ROAD	Apr17/14 PAUL	9391	ZZAVAI AVAILAB	Apr14
WL08	KOMATSU 320-5L WHEEL LOAD	13-022	SCOTT & WHITE HOS	Nov08/13 TERRY	9511.4	13-013 JEFFERS	Sep27
WL09	KOMATSU WA250-5L WHEEL LO	13-024	VINTAGE OAKS 6	Mar12/14 TERRY	10587	13-013 JEFFERS	Oct21
WL10	KOMATSU WA250-5 WHEEL LOA	13-027	North San Saba Wa	Apr14/14 PAUL	5961	13-029 STONE R	Jan20
WL12	KOMATSU WA320-6	13-022	SCOTT & WHITE HOS	Jan23/14 TERRY	2120	13-022 SCOTT &	Jan23
WL13	WHEEL LOADER	13-027	North San Saba Wa	Mar28/14 PAUL	7152	13-022 SCOTT &	Feb17
AIR COMPRESSORS							
AC1	IR AIR COMPRESSOR	ZZAVAI	AVAILABLE IN YARD	Nov05/13 ISMAEL	4144	13-001 CHISHOL	May02
AC2	DOOSAN AIR COMPRESSOR	13-013	JEFFERSON LIFT ST	Nov05/13 ISMAEL	71	12-031 VINTAGE	May16
BROOMS & SWEEPERS							
BRM1	LAYMOR POWER BROOM	13-005	CLWSC LAKESHORE D	May16/13		ZZAVAI AVAILAB	May02
BRM2	BROCE STREET SWEEPER	13-028	HIGHLINE RETAIL C	Mar24/14 PAUL	360	13-021 BUSH RA	Oct17
POWERSCREEN SCREENING PLANT							
PS1	POWERSCREEN PLANT	13-022	SCOTT & WHITE HOS	Apr15/14 PAUL	836	ZZAVAI AVAILAB	Mar12
SKID STEERS (BOBCATS)							
SS1	NEW HOLLAND LS160 SKID ST	ZZDOWN	OUT OF SERVICE EQ	Apr24/14		13-001 CHISHOL	May20
SS2	GEHL 5635 SKID STEER	ZZRENT	UNAVAILABLE ON RE	Mar14/14 MARK'S HOU	4104	ZZAVAI AVAILAB	Feb22
SS3	ASV HD4520 TRACK SKID STE	12-005	CAMP OF THE HILLS	Feb14/14 TERRY	1954	ZZAVAI AVAILAB	Jan27

NL - NELSON LEWIS INC
Equipment Location Report by Category
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Equip Unit / Description	Current Loc'n	Description	Current Since	Refer.	Description	Previous Locn/Desc	Since
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HAUL TRUCKS

HT1	KENWORTH W900 HAUL TRUCK	ZZDOWN	OUT OF SERVICE EQ	Apr15/14	PAUL	ZZAVAI AVAILAB	Aug07
HT5	FORD F450 FLATBED *OUT OF	ZZAVAI	AVAILABLE IN YARD	Jul31/12	Daniel		
HT7	VOLVO TRACTOR ***OUT OF S	ZZDOWN	OUT OF SERVICE EQ	Dec13/12			

HYDROMULCHERS

HM1	BOWIE HYDROMULCHER	ZZAVAI	AVAILABLE IN YARD	Apr07/14	ISMAEL	63.2	ZZAVAI AVAILAB May16
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ROCK SAWS & WHEEL SAWS

RS2	VERMEER V120 ROCK SAW	13-024	VINTAGE OAKS 6	Apr24/14			ZZRENT UNAVAIL Apr24
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===== End of Report =====

Projects Experience in Construction Work IN PROGRESS PROJECTS

Name and Address of Contractor		Nelson Lewis, Inc., P. O. Box 235, Marble Falls, Texas 78654			
		Starting Date	Estimated Completion	Percentage Completion	Contract Price & Change Orders
14-012	Job Description Owner Name Job type of work Contact Name Contact Phone Number	CLWSC US 281 CLWSC WATER MAIN CONSTRUCTION BRIAN WALTMAN, OWNER & ENGINEER 830-226-7221	May-14	Aug-14	0% 1,197,323
14-010	Job Description Owner Name Job type of work Contact Name Contact Phone Number	LAKE FRONT HIDEAWAY UNIT 1 VK KNOWLTON (SUB) EARTHWORK AND SITE UTILITIES VK KNOWLTON GC 210-651-6860	May-14	May-14	0% 53,720.00
14-009	Job Description Owner Name Job type of work Contact Name Contact Phone Number	GRAND BANK - MARBLE FALLS NASH BUILDERS (SUB) EARTHWORK AND SITE UTILITIES RYAN NASH GC, ZACH BROWN, ENGINEER 512-755-4000 830-693-3566	Apr-14	Jun-14	25% 212,629.00
14-008	Job Description Owner Name Job type of work Contact Name Contact Phone Number	GVSUD - GIN ROAD WATERLINE IMPROVEMENTS GREEN VALLEY SUD WATER MAIN CONSTRUCTION GARRY MONTGOMERY, ENGINEER 830-626-3538 X 153	May-14	Dec-14	10% 540,177.00
14-006	Job Description Owner Name Job type of work Contact Name Contact Phone Number	PEETE'S COUNTRY KITCHEN KENDEL KASPAR CONSTRUCTION (SUB) EARTHWORK AND UTILITIES KENDEL KASPAR GC ZACH BROWN, ENGINEER 830-997-9033 830-693-3566	Feb-14	Jun-14	40% 236,814.10
14-004	Job Description Owner Name Job type of work Contact Name Contact Phone Number	STREET IMPROVEMENTS IN HORSESHOE BAY DEER HAVEN POA STREET IMPROVEMENTS RON ESTES 361-960-3312	Jan-14	May-14	98% 5,600.00
14-003	Job Description Owner Name Job type of work Contact Name Contact Phone Number	VALVE REPLACEMENTS-COMAL COUNTY CLWSC VALVE REPLACEMENTS BRIAN WALTMAN, OWNER &ENGINEER 830-226-7221	Mar-14	Aug-14	10% 118,500.00
13-030	Job Description Owner Name Job type of work Contact Name Contact Phone Number	TIVY ANTLERS STADIUM IMPROVEMENTS SUBCONTRACTOR TO HARDING PLUMBING STORM DRAINAGE ROB BRADLEY GC 830-955-3066	Jan-14	Oct-14	98% 359,985.00
13-029	Job Description Owner Name Job type of work Contact Name Contact Phone Number	STONE RIDGE DEVELOPMENT SUBCONTRACTOR TO ALLEN KELLER CO. WATER/SANITARY SEWER/STORM DRAIN MARK CORNET GC 830-997-2118	Jan-14	Mar-14	95% 409,040.00
13-027	Job Description Owner Name Job type of work Contact Name Contact Phone Number	NORTH SAN SABA WATERLINE TWDB DWSRF PROJECT NORTH SAN SABA WATER SUPPLY CORP WATER TRANSMISSION LINE DEANA SEALY, ENGINEER 325-597-4949	Dec-14	14-Dec	40% 2,771,693.00
13-024	Job Description Owner Name Job type of work Contact Name Contact Phone Number	VINTAGE OAKS 6 HARRIS ROAD- GENERAL CONTRACTOR WATER & DRY UTILITIES SCOTT HARRIS GC HEATH L. WOODS, ENGINEER 512-847-5327 830-228-4104	Oct-13	May-14	95% 1,397,098.00
13-022	Job Description Owner Name Job type of work Contact Name Contact Phone Number	SCOTT & WHITE HOSPITAL MEDCO CONSTRUCTION LLC - GENERAL CONTRACTOR W, WW, & DRY UTILITIES JIM MCSWEENEY GC JOEL BOCK, ENGINEER 214-820-2492 512-314-3100	Oct-13	14-May	97% 1,959,770.00
13-021	Job Description Owner Name Job type of work Contact Name Contact Phone Number	BUSH RANCH 290 E BUSH WATER, WW, DRAINAGE IMPROVEMENTS MIKE SCHOENFELD, OWNER ROBERT P. CALLEGARI, ENGINEER 512-394-0635 512-432-1000	Sep-13	May-14	98% 741,084.00

Projects Experience in Construction Work
Completed Projects

Name and Address of Contractor		Nelson Lewis, Inc., P. O. Box 235, Marble Falls, Texas 78654			
Information of Jobs Completed		Starting Date	Estimated Completion	Contract Price Including Change Orders	
14-011	Job Description Owner Name Job type of work Contact Name Contact Phone Number	WOOD SHED PARKING LOT DEMO STACY FRASIER (GC) DIRT WORK & ASPHALT STACY FRASIER 830-693-3459	14-Apr	14-Apr	\$3,044
14-002	Job Description Owner Name Job type of work Contact Name Contact Phone Number	COPPER RIDGE UNIT 2 B IN NEW BRAUNSFELS VK KNOWLTON UNDERGROUND ELECTRIC REAGAN WALKER 210-651-6860	Jan-14	Feb-14	\$194,032
14-001	Job Description Owner Name Job type of work Contact Name Contact Phone Number	NICHOLE'S RESIDENCE BANISTER HOMES EXCAVATION DONALD BERRY 512-720-1206	Jan-14	Feb-14	\$56,315
13-031	Job Description Owner Name Job type of work Contact Name Contact Phone Number	FIVE STAR QUALITY CARE CATAMOUNT CONSTRUCTION, INC. WATER/STORM DRAINAGE/DRY UTILITIES DAVID FRESCAS 912-727-6094	13-Dec	14-May	\$74,160
13-028	Job Description Owner Name Job type of work Contact Name Contact Phone Number	HIGHLINE RETAIL CENTER SUBCONTRACT TO APEX COMMERCIAL SITE Y UTILITIES MARK OLDHAM 972-888-2229	13-Dec	14-Feb	\$119,437
13-026	Job Description Owner Name Job type of work Contact Name Contact Phone Number	HEB/BEALS SITE DEVELOPMENT BRAY-SPAAR SITE AND DRY UTILITIES JACK BANDY 512-598-9985	13-Nov	14-Dec	\$63,908
13-025	Job Description Owner Name Job type of work Contact Name Contact Phone Number	WESTERN BIT STATION CITY OF HORSESHOE BAY CITY OF HORSESHOE BAY SANITARY SEWER & HDPE FUSED PIPE RELOCATION AL MORGENROTH 830-598-9985	Oct-13	Nov-13	\$284,980
13-023	Job Description Owner Name Job type of work Contact Name Contact Phone Number	RANCH ON LBJ SAM BOYD SANITARY SEWER & DRY UTILITIES LARRY WILKE 830-693-3566	Oct-13	Nov-13	\$47,380
13-016	Job Description Owner Name Job type of work Contact Name Contact Phone Number	CASCADA UNIT 3 STADLER CUSTOM HOMES WATER, TRENCHING GARY LUNDIN 210-336-7912	Aug-13	Nov-13	\$222,882
13-014	Job Description Owner Name Job type of work Contact Name Contact Phone Number	2012 WATER SYSTEM IMPROVEMENTS CITY OF JARRELL WATER MEL YANTIS, CITY MANAGER 512-746-4593 EXDT 22	Aug-13	Nov-13	\$258,740
13-013	Job Description Owner Name Job type of work Contact Name Contact Phone Number	JEFFERSON LIFT STATION CITY OF KERRVILLE-800 JUNCTION HWY KERRVILLE, TX. WATER AND SEWER DIETER WERNER 830-258-1528	13-Aug	14-Jan	\$1,696,501
13-011	Job Description Owner Name Job type of work Contact Name Contact Phone Number	VINTAGE OAKS UNIT 5 SUB TO HARRIS ROAD WATER IMPROVEMENT OF PUBLIC WATER UTILITY SCOTT HARRIS 512-847-5327	13-Jan	13-Nov	\$736,676
13-006	Job Description Owner Name Job type of work Contact Name Contact Phone Number	CLWS - BULVERDE CANYON LAKE WATER SUPPLY CORP WATER BRIAN WALTMAN 830-226-7221	13-Jun	Aug-13	\$376,455

13-003	Job Description Owner Name Contact Name Contact Phone Number	CLWS 16" REPLACEMENT CANYON LAKE WATER SUPPLY CORP BRIAN WALTMAN 830-226-7221	Mar-13	Apr-13	\$40,516
13-002	Job Description Owner Name Contact Name Contact Phone Number	CITY OF MARBLE FALLS-EFFLUENT PHASE 1A CITY OF MARBLE FALLS PERRY MALKEMUS 830-693-2551	Feb-13	Apr-13	\$128,937
13-001	Job Description Owner Name Contact Name Contact Phone Number	CHISOLM TRAIL WATER LINE REPLACEMENT CHISOLM TRAIL SUD 27,000 LF 24" DI PIPE NOAH SHAFFER 512-942-6222	Feb-14	Feb-14	\$4,324,404
12-029	Job Description Owner Name Contact Name Contact Phone Number	SUMMIT ROCK TEMPORARY CART SUMMIT ROCK COMMUNITIES, LLC TOM CLASSEN 830-598-3919	Sep-12	Apr-13	\$226,855
12-027	Job Description Owner Name Contact Name Contact Phone Number	SUMMIT ROCK PARCELS 12 & 14 SUMMIT ROCK COMMUNITIES, LLC % HSB RESORT TOM CLASSEN 830-598-3919	Oct-12	Apr-13	\$947,550
12-017	Job Description Owner Name Job type of work Contact Name Contact Phone Number	FM 1826 WATERLINE IMPROVEMENTS TAYLOR MORRISON OF TEXAS WATER TUNNELING EROSION CONTROL Michael Slack 512-532-2127	Jun-12	Jul-13	\$1,821,760
12-016	Job Description Owner Name Contact Name Contact Phone Number	REUNION BLVD PHASE 1-A TAYLOR MORRISON OF TEXAS MICHAEL SLACK 512-532-2127	Jun-12	Apr-13	\$2,372,190
12-008	Job Description Owner Name Contact Name Contact Phone Number	SCOTT & WHITE-KINGSLAND DPR CONSTRUCTION MIKE MARTIN 512-345-7699	Feb-12	Apr-13	\$1,705,646
12-006	Job Description Owner Name Job type of work Contact Name Contact Phone Number	Elm Creek 16" Force Main City of Elgin 13,676 LF 16" PVC Force Main City Council - Greg Vick 512-281-0119	Feb-14	Aug-14	\$1,112,983
12-021	Job Description Owner Name Contact Name Contact Phone Number	CLWSC RODEO DRIVE CLWSC BRIAN WALTMAN 830-964-3854	Jul-12	Sep-12	\$303,555
12-019	Job Description Owner Name Job type of work Contact Name Contact Phone Number	SUMMIT ROCK SMOKE HOUSE SUMMIT ROCK COMMUNITIES, LLC UTILITIES TOM CLASSEN 602-813-1093	Jul-12	Oct-12	\$460,425
12-015	Job Description Owner Name Contact Name Contact Phone Number	CLWSC WATER FRONT PARK DRIVE CANYON LAKE WATER SUPPLY CORP BRIAN WALTMAN 830-964-3854	Apr-12	Jun-12	\$67,456
12-010	Job Description Owner Name Job type of work Contact Name Contact Phone Number	Chisholm Trail SH 195 W.L. Relocate Chisholm Trail SUD 16,496 LF 18" DI Pipe Gordon Pierce, Gen Mgr. 254-793-3100	Mar-12	Jun-12	\$2,126,709
12-018	Job Description Owner Name Contact Name Contact Phone Number	CASCADA UNIT 2 Stadler Custom Homes Bron Leatham 830-980-4198	Jun-12	Aug-12	\$219,805
12-013	Job Description Owner Name Contact Name Contact Phone Number	BROOKVIEW VILLAGE APARTMENTS GG Mac Donald Companies Angela Fajardo 830-257-5323	Apr-12	Oct-12	\$119,776
12-011	Job Description Owner Name Contact Name Contact Phone Number	HSB Slick Rock Lake Repair HSB Resort Kenneth Gorzycki 830-598-5541	Apr-12	May-12	time & Materials

12-002	Job Description Owner Name Contact Name Contact Phone Number	WCID # 17 FLINTROCK & CARDINAL HILLS WL IMP TRAVIS CO WCID No 17 DAVID KNEUPER PE 512-442-3008	Feb-12	Sep-12	\$644,594
12-001	Job Description Owner Name Contact Name Contact Phone Number	City of Marble Falls 2nd Street Subcontractor to M & C Fonseca M C Fonseca 830-596-1741	Jan-12	May-12	\$243,800
11-033	Job Description Owner Name Contact Name Contact Phone Number	Scott White- Kingsland American Constructors Cindy Scale 512-328-2026	Dec-11	Aug-12	\$226,885
11-032	Job Description Owner Name Contact Name Contact Phone Number	TRAVIS PEAK JD WOODWARD MARINA PRIVATE OWNER			\$31,180
11-030	Job Description Owner Name Contact Name Contact Phone Number	James Avery Craftsman, Inc. James Avery Craftsman, Inc. J D McWilliams 830-895-0219	Nov-11	Mar-12	\$336,822
11-029	Job Description Owner Name Contact Name Contact Phone Number	Boot Ranch Overlook Cabins Tx 77 Boot Ranch Circle, llc Matt Lines 830-990-7624	Dec-11	Apr-12	\$357,327
11-025	Job Description Owner Name Contact Name Contact Phone Number	Waterford Restoration Ph 2 Stark Waterford LLC Dan Ryan 512-633-8122	Oct-11	Dec-11	\$169,410
11-019	Job Description Owner Name Contact Name Contact Phone Number	City of Marble Falls Ave H City of Marble Falls Mayor George W. Russell 830-693-3615	Sep-11	Feb-12	\$470,935
11-018	Job Description Owner Name Contact Name Contact Phone Number	South Austin Brewer South Austin Brewer Company-415 ST. ELMO ROAD, SUITE 1D Jordan Weeks	Aug-11	Oct-11	\$14,658
11-011	Job Description Owner Name Contact Name Contact Phone Number	Rocky Creek Amenity Center Fazzone Construction- General Contractor Fazzone	Jul-11	Oct-11	\$49,178
11-014	Job Description Owner Name Contact Name Contact Phone Number	City of Florence WW Coll. Rehab Phase 3 City of Florence Mayor Mary Condon 512-422-3191	Aug-11	Jan-12	\$140,249
10-014	Job Description Owner Name Contact Name Contact Phone Number	Kerrville Harper Road City of Kerrville Dieter Werner 830-258-1415	Jul-10	Sep-11	\$2,537,763
11-009	Job Description Owner Name Contact Name Contact Phone Number	Mustang Heights Apartments G.G McDonald (General Contractor) GG McDonald 830-257-5353	May-11	Jul-11	\$211,156
11-008	Job Description Owner Name Contact Name Contact Phone Number	CLWSC 32 WATERLINE EXTENSION Canyon Lake Water Service LP Brian Waltman 830-964-2166	May-11	Jul-11	\$220,610
11-005	Job Description Owner Name Contact Name Contact Phone Number	Guadalupe Crossing G.G McDonald (General Contractor) GG McDonald 830-257-5353	11-Mar	11-Aug	\$172,484
11-002	Job Description Owner Name Contact Name Contact Phone Number	CLWSC FM 306 Canyon Lake Water Service LP Brian Waltman 830-964-2166	Mar-11	Mar-11	\$129,362
11-001	Job Description Owner Name Contact Name Contact Phone Number	Skywater Villa Pod Phase One Reserve @ Summit Rock LP Bob Rowan 512-755-6187	11-Feb	11-May	\$250,000

10-022	Job Description Owner Name Contact Name Contact Phone Number	SH 46 Waterline Comal County Tx Robert Boyd 830-221-1100	Feb-11	Jul-11	\$381,325
10-021	Job Description Owner Name Contact Name Contact Phone Number	Vintage Oaks 2B 1-2 Harris Road Company (General Contractor) Scott Harris 512-847-5327	Dec-11	Jun-11	\$1,140,908
10-020	Job Description Owner Name Contact Name Contact Phone Number	Horseshoe Bay Police Station Kendnel Kasper Construction (General Contractor) Kendnel Kasper Construction 830-997-9033	Nov-11	Jun-11	\$174,824
10-018	Job Description Owner Name Contact Name Contact Phone Number	WC&ID 17 09 Waterline Improvements Travis County WC & ID 17 Henry Marley 512-266-2790	1-Nov	11-Aug	\$752,645
10-016	Job Description Owner Name Contact Name Contact Phone Number	Granite Shoals Waterline Mayor-City of Granite Shoals Pat Cochran 830-598-2424			\$75,249
10-015	Job Description Owner Name Contact Name Contact Phone Number	Ensenada Shores Oblate 2673 Partners Steve Sallman 214-368-0238	Jul-10	Sep-10	\$73,976
10-012	Job Description Owner Name Contact Name Contact Phone Number	Johnson City Wastewater City of Johnson City Ralph Moss			\$216,819
10-010	Job Description Owner Name Contact Name Contact Phone Number	Kerrville Airport Water Main City of Kerrville Dieter Werner, PE 830-792-8312			\$527,526
10-009	Job Description Owner Name Contact Name Contact Phone Number	Blanco County Jail Templeton Construction Roger Stephenson 325-653-6904			\$124,445
10-008	Job Description Owner Name Contact Name Contact Phone Number	Rebecca Creek Cypress Cove Rebecca Creek UUD 512-627-5854			\$105,409
10-007	Job Description Owner Name Contact Name Contact Phone Number	CLWS US 281 Insert CLWS COMPANY Brian Waltman 830-964-3854			\$294,000
10-006	Job Description Owner Name Contact Name Contact Phone Number	Landfill Water Main Extension City of Kerrville Cheri Halford 830-257-8000			\$261,267
10-004	Job Description Owner Name Contact Name Contact Phone Number	Gardens at Clearwater G G McDonald Carrie Adams 830-257-5323			\$198,888
10-003	Job Description Owner Name Contact Name Contact Phone Number	Rodeo Drive Harris Road Drive Scott Harris 512-847-5327			\$204,406
10-002	Job Description Owner Name Contact Name Contact Phone Number	City of Burnet Water Line City of Burnet Crista Bromley			\$971,907
10-001	Job Description Owner Name Contact Name Contact Phone Number	Summit Raw Waterline SW Ownership LLC			\$413,541
09-028	Job Description Owner Name Contact Name Contact Phone Number	CLWSC FM 306 Widening Canyon Lake Water Service LP Brian Waltman 830-964-2166			\$135,446

09-025	Job Description Owner Name Contact Name Contact Phone Number	MF Hosp Util Contract 4 City of Marble Falls Martin Stary			\$705,843
09-024	Job Description Owner Name Contact Name Contact Phone Number	South Bond Plaza Utilities So Bond Texas lfd Frank Bowman 210-698-0670			\$114,636
09-021	Job Description Owner Name Contact Name Contact Phone Number	Morman Mill Road Phase IIIa City of Marble Falls			\$2,790,684
09-019	Job Description Owner Name Job Type of work Contact Name Contact Phone Number	Edgewater Terrace VK Knowlton Sewer Rehabilitation Kenny Givens 210-651-6850			\$541,632
09-018	Job Description Owner Name Contact Name Contact Phone Number	Kerrville Town Creek Sewer City of Kerrville Cheri Halford 830-792-8329	Feb-10		\$1,081,040
09-016	Job Description Owner Name Contact Name Contact Phone Number	Egger Acres City of Round Rock Eddie Zapata 512-218-6605	May-09	Dec-09	\$1,300,000
09-013	Job Description Owner Name Contact Name Contact Phone Number	Red Bird Ranch D. R. Horton Dan Weidner 210-582-0803	May-09	Jun-09	\$162,916
09-012	Job Description Owner Name Contact Name Contact Phone Number	Boerne Police Station O'Haver Contractors Mike Oakes 210-590-2889	Apr-09	Oct-10	\$495,798
09-010	Job Description Owner Name Contact Name Contact Phone Number	CLWSC-Bulverde CLWC Brian Waltman 830-964-3855	Apr-09	Jun-09	\$297,997
09-008	Job Description Owner Name Job Type of work Contact Name Contact Phone Number	Boot Ranch Reuse Pump Station Boot Ranch Real Estate, LLC Reuse Pump Station and Force Main Bob Smith 830-889-5840	Mar-09	Nov-10	\$930,635
09-007	Job Description Owner Name Contact Name Contact Phone Number	Oak Creek Estates Harris Road Scott Harris 512-847-5327	Apr-09	Jun-09	\$78,786
09-005	Job Description Owner Name Contact Name Contact Phone Number	Newcome Tennis Ranch V K Knowlton Kenny Givens 210-651-6860	Feb-09	Jun-09	\$290,206
09-004	Job Description Owner Name Contact Name Contact Phone Number	CLWSC-FM484 CLWC Brian Waltman 830-964-3855	Oct-08	May-09	\$333,725
09-002	Job Description Owner Name Contact Name Contact Phone Number	Cordova Bend Unit 1-R McCombs Group Chris Bachman 210-508-2147		Apr-09	\$386,314
09-001	Job Description Owner Name Contact Name Contact Phone Number	Highland Lakes Elementary Charter Builders LTD Scott German 830-798-1200			\$59,012
08-025	Job Description Owner Name Contact Name Contact Phone Number	MF Church of Christ Burdett Co. Dan Burdett 512-755-3899	Oct-09	Aug-09	\$371,417
08-021	Job Description Owner Name Contact Name Contact Phone Number	Mystic Bluffs J Long Development Ltd Johnnie Long 210-387-2271	Aug-08	Sep-08	\$265,456

08-020	Job Description Owner Name Contact Name Contact Phone Number	Cascada at Canyon Lake Harris Road Company Scott Harris 512-847-0698	Oct-09	\$856,286
08-019	Job Description Owner Name	Hill Country University Texas Tech	Mar-09	\$443,066
08-016	Job type of work Contact Name Contact Phone Number	Lift Station and Force Main Mark Cornett 210-213-1195		
08-016	Job Description Owner Name Job type of work Contact Name Contact Phone Number	Marble Falls ISD High School Marble Falls ISD/Charter Builders Lift Station Scott German 830-798-1200	Jun-08 May-09	\$779,995
08-015	Job Description Owner Name Contact Name Contact Phone Number	CLWSC FM 3159 Water Main San Jose Water Brian Waltman 830-964-3854	Feb-10	\$627,626
08-014	Job Description Owner Name Contact Name Contact Phone Number	Cap Rock Parking Lot Horseshoe Bay Resort Douglas Jaffe 210-495-7766		\$120,592.00
08-008	Job Description Owner Name Contact Name Contact Phone Number	Gruene Haven VK Knowlton Kenny Givens 210-651-6860	Apr-08 May-08	\$250,365
08-007	Job Description Owner Name Contact Name Contact Phone Number	Spring Creek Estates Phase 1 CCNG Real Estate Investors II, LP Scott Michaels 512-421-8520	Jun-08 Dec-08	\$364,675
08-006	Job Description Owner Name Contact Name Contact Phone Number	CLWSC Valley View Canyon Lake Water Supply Co Brian Waltman 830-964-3854	Mar-08 May-08	\$246,115
08-003	Job Description Owner Name Job type of work Contact Name Contact Phone Number	Waterford on Lake Travis Waterford LT Partner LLC Lift Station and Force Main and Subdivision Matt Hackley 214-360-7690	Mar-08 Jun-09	\$2,199,261
07-064	Job Description Owner Name Contact Name Contact Phone Number	MF ISD Middle School Marble Falls ISD/Charter Builders Scott German 830-798-1200	Dec-07 Jul-09	\$603,044
07-063	Job Description Owner Name Contact Name Contact Phone Number	Marble Falls ISD Elementary School Marble Falls ISD/Charter Builders Scott German 830-798-1200	Dec-07 Jul-09	\$831,042
07-059	Job Description Owner Name Contact Name Contact Phone Number	Bristow of Upper Balcones 4M Contracting Matkin Hoover 830-249-0600	Feb-08 Nov-08	\$534,694
07-058	Job Description Owner Name Contact Name Contact Phone Number	Heiser Hollow 8" Water Line Heiser Hollow Partners LLC John Carpenter 214-208-7379	Dec-07 Feb-08	\$280,119
07-054	Job Description Owner Name Contact Name Contact Phone Number	PEC VINTAGE OAKS PEDERNALES ELECTRIC COOP BOB DIFANZO 830-964-3346		\$150,745
07-051	Job Description Owner Name Contact Name Contact Phone Number	CLWSC Vintage Oaks Canyon Lake Water Supply Co Brian Waltman 830-964-3854	Oct-07 Dec-07	\$425,100
07-050	Job Description Owner Name Contact Name Contact Phone Number	Havenwood, Phases 1-4 Bluegreen Southwest William Archer 512-847-5483	Jun-06 Jun-08	\$4,000,000

07-047	Job Description Owner Name Contact Name Contact Phone Number	First United Church of Marble Falls Huser Construction Jeb Dixon 830-257-8588	Aug-07	Jan-08	\$210,094
07-045	Job Description Owner Name Contact Name Contact Phone Number	Smithwick Mills Water Treatment System Burnet County and LCRA Carole Poppema 512-715-5295	Oct-07	Jan-08	\$91,333
07-044	Job Description Owner Name Contact Name Contact Phone Number	Kingsland WSC Lookout Mountain West Kingsland Water Supply Corp Earl Foster 325-388-6611	Jan-08	Dec-08	\$918,091
07-042	Job Description Owner Name Contact Name Contact Phone Number	Cordova Bend Phase 2 Cordova Bend Ltd Chris Bachman 210-508-2147	Nov-07	Mar-08	\$302,955
07-020	Job Description Owner Name Contact Name Contact Phone Number	Lakeway Airport Lakeway MUD Dr Rene Arredondo 512-261-6222			\$461,223
07-019	Job Description Owner Name Contact Name Contact Phone Number	Creekside at Flint Rock B&G Development, LLC Bruce Fowler 512-773-6226	Aug-07	Dec-07	\$501,978
07-016	Job Description Owner Name Contact Name Contact Phone Number	FM 1957 Extension Yancey Water Supply Corp Skip Traeger 830-741-5264	Aug-07	Oct-07	\$658,595
07-013	Job Description Owner Name Contact Name Contact Phone Number	Waggener Ranch Waggener Ranch Development Bill Waggener 830-899-3194	Aug-07	Oct-07	\$341,472
07-012	Job Description Owner Name Job type of work Contact Name Contact Phone Number	San Gabriel Cambridge Skyline Commercial Inc 40X200X200 Excavation with Poured in Place Concrete Piers for Subterranean Parking Lot Steve Haug 512-343-4555	Aug-07	Nov-07	\$445,103
07-011	Job Description Owner Name Contact Name Contact Phone Number	Cherry Blossom Estates Treibar LLC Kevin Spragins 830-997-4744	Jun-07	Dec-07	\$892,396
07-007	Job Description Owner Name Contact Name Contact Phone Number	St Peter Church JC Stoddard Curtis Stoddard 210-653-1324	May-07	Sep-08	\$484,071
07-006	Job Description Owner Name Contact Name Contact Phone Number	Waterford on Lake Travis Sec 6 Waterford LT Partners Matt Hackley 214-957-3229	Jan-08	May-08	\$620,785
07-005	Job Description Owner Name Contact Name Contact Phone Number	RSC Equipment Rental Embree Group Nathan McWhorter 512-819-4766	Apr-07	Jan-08	\$443,490
07-022	Job Description Owner Name Contact Name Contact Phone Number	Stonehenge Eva Bornholt & Claus Wagner Claus Wagner 979-775-2256	Apr-07	Dec-07	\$340,972
06-024	Job Description Owner Name Contact Name Contact Phone Number	16" Water Main City of Marble Falls Judy Miller 830-693-3615	Dec-06	Oct-07	\$664,854
06-022	Job Description Owner Name Contact Name Contact Phone Number	Southwest University Skyline Commercial Inc. S Haug 512-343-4555			\$254,480
06-015	Job Description Owner Name Contact Name Contact Phone Number	Enclave at Canyon Lake Water Phase 1 The Enclave at Canyon, Ltd. Reese Conner-Brown Engineering 210-494-5511	Dec-05	Jun-06	\$766,375

06-014	Job Description	Lago Vista Town Center	Sep-06	Mar-07	\$1,601,593
	Owner Name	Centers Southwest			
	Contact Name	Mark Curry			
06-013	Contact Phone Number	512-472-5856			
	Job Description	Cordova Bend Phase I			\$1,209,970
	Owner Name	CLWS			
	Contact Name	Gary Woods			
	Contact Phone Number				
	Job Description	Honeysuckle Cove	Nov-06	Jan-07	\$89,668
	Owner Name	City of Leander			
	Contact Name	Tim Hanie-Haynie Eng.			
	Contact Phone Number	512-837-2446			
	Job Description	Escalera Ranch - Phase 5	Apr-06	Jun-06	\$214,985
	Owner Name	Thomas E. Dreiss & Co.			
	Contact Name	Scott Harris-Harris Road Company			
	Contact Phone Number	512-847-5327			
	Job Description	Teravista Section 28	Jul-06	Mar-07	\$663,987
	Owner Name	Newland Communities			
	Contact Name	Rainer Ficken			
	Contact Phone Number	512-244-9440, x203			
	Job Description	Blue Tubing Replacement	Aug-06	Jan-07	\$200,000
	Owner Name	City of Round Rock			
06-004	Contact Name	David Freireich			
	Contact Phone Number	512-563-1121			
	Job Description	Boot Ranch Lift Station	Dec-05	Jun-06	\$717,624
	Owner Name	Boot Ranch Development			
	Job type of work	Lift Station			
	Contact Name	Bob Smith			
	Contact Phone Number	830-889-5840			
	Job Description	Boot Ranch Offsite	Aug-05	Nov-05	\$1,121,013
	Owner Name	Harris Road Company			
	Contact Name	Kelly Martin			
	Contact Phone Number	512-847-5327			
	Job Description	Boot Ranch	Nov-04	Nov-05	\$2,915,043
	Owner Name	Harris Road Company			
	Job type of work	3 Lift Stations and 10" Force Main			
06-003	Contact Name	Kelly Martin Bob Smith			
	Contact Phone Number	512-847-5327 830-889-5840			
	Job Description	Mt. Spring Unit 3	Feb-06	Jul-06	\$1,398,309
06-002	Owner Name	Bluegreen Southwest One, LP			
	Contact Name	"Boots" Montague			
	Contact Phone Number	830-625-0226			
05-012	Job Description	Enclave at Canyon Lake Off Site	Dec-05	May-06	\$156,450
	Owner Name	The Enclave at Canyon, Ltd			
	Contact Name	Mark Brown or Reese Conner-Brown Engineers			
	Contact Phone Number	210-494-5511			
	Job Description	City of Thorndale-Water & WW & Street Recon.	Nov-05	Jun-06	\$334,629
	Owner Name	Billy Simank, Mayor			
	Contact Name	Joel Wilkinson			
	Contact Phone Number	512-462-3373			
	Job Description	Hutto to Taylor Water System	Apr-04	Dec-04	\$933,720
	Owner Name	City of Hutto			
	Contact Name	Hollis Smith			
	Contact Phone Number	512-759-1011			
	Job Description	Round Rock West	May-04	Feb-05	\$1,138,733
	Owner Name	City of Round Rock			
	Contact Name	Alysha Gerard			
	Contact Phone Number	512-218-5555			
	Job Description	Diamond Ridge Subdivision	Sep-04	Feb-05	\$573,358
	Owner Name	Blanche Double Diamond			
	Contact Name	Kelly Kilber			
	Contact Phone Number	512-353-3335			
	Job Description	Mt. Spring Unit One	Mar-04	Nov-04	\$625,209
	Owner Name	Bluegreen Southwest			
	Contact Name	"Boots" Montoyue			
	Contact Phone Number	Fax 512-847-9414			
	Job Description	Spring Branch Meadows	May-05	Nov-05	\$310,513
	Owner Name	Spring Branch Ranch LP			
	Contact Name	James A. Trautmann			
	Contact Phone Number	956-727-3520			

Job Description	Mt. Springs Unit #2	Jul-05	Nov-05	\$1,049,548
Owner Name	Bluegreen Southwest One L.P.			
Contact Name	Boots			
Contact Phone Number	Fax 512-847-9414			
Job Description	West Lake Hills WW Phase 3 North	Oct-03	Nov-04	\$1,210,647
Owner Name	LCRA			
Contact Name	Tony Skeen			
Contact Phone Number	512-473-3567			
Job Description	WS Young So Trimmier WL	Mar-03	Aug-03	\$349,067
Owner Name	City of Killeen			
Contact Name	Manaf M. Hamoudi, P. E.			
Contact Phone Number	254-501-7627			
Job Description	Water System Improvements	May-03	Dec-03	\$1,222,295
Owner Name	City of Blanco			
Contact Name	Jim Rodrigue, Mayor			
Contact Phone Number	830-833-4525			
Job Description	SW Round Rock Phase B & C	Sep-02	Nov-03	\$1,114,561
Owner Name	LCRA			
Job type of work	27" and 30" Waste Water 25' Deep			
Contact Name	Tony Skeen			
Contact Phone Number	512-473-3567			
Job Description	Sunrise Beach Water Plant	Feb-03	Oct-03	\$682,029
Owner Name	LCRA			
Contact Name	David Smith			
Contact Phone Number	800-776-5272			



11015 Perrin Beitel Road
San Antonio, TX 78217



Hard Rock is a leading provider of horizontal directional drilling services. We provide a comprehensive range of services - including pre-bore profiling, bore design and utility infrastructure installation.



With over 100 years of combined experience, Hard Rock's administrative and management teams have successfully completed hundreds of HDD projects for national, state and local firms.

Production Highlights

Since our inception, Hardrock Directional Drilling LLC has had the opportunity to work for and alongside pioneers in the oil and gas industry. Beginning with only two rigs ten years ago, our company has expanded to having sixteen rigs, providing services in directional drilling for hundreds of customers, pulling millions of feet in pipe of all different sizes.

We value our relationships with each company we work with, and are happy to have a work ethic that's enabled us to maintain these relationships. The importance we place on safety and our organizational structure truly sets HardRock apart.

Please take a moment to consider just a few of the projects we've completed recently.

Anadarko

Pumpco – 8", 12" & 24" – Maverick Basin

- 19,000' Steel Natural Gas Pipeline pulled in a period of two months.
- Pipe length ranging from 113 linear feet to 1191 linear feet.
- 35 total bores completed.

Anadarko – 6", 8" & 12" – Maverick Spread

- 5,200' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 90 linear feet to 1125 linear feet.
- 12 total bores completed.

Anadarko – 12" – Cat West to Oil Terminal, Briscoe Ranch

- 6,300' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 100 linear feet to 2,608 linear feet.
- 8 total bores completed.

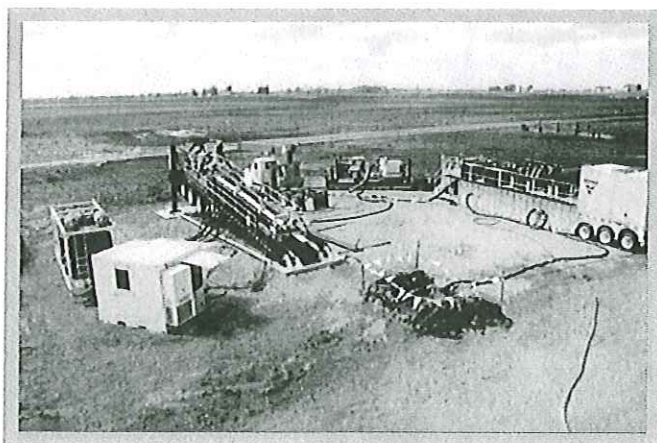


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Anadarko - Continued

Anadarko – 8", 12" & 16" – Maverick

- 2,200' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 160 linear feet to 340 linear feet.
- 9 total bores completed.



TexStar

Mastec – 12" – Pearsall to Choke Canyon

- 12,000' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 90 linear feet to 900 linear feet.
- 22 total bores completed.

Mastec – 12" – Gardendale

- 7,048' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 83 linear feet to 832 linear feet.
- 35 total bores completed.



Nustar

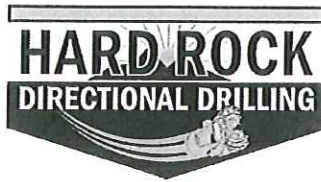
Tennessee Pipeline – 8" – San Antonio at 410

- 8,689' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 700 linear feet to 2,395 linear feet.
- 7 total bores completed.

Tennessee Pipeline – 12" – Corpus Christi to Three Rivers

- 14,200' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 120 linear feet to 2,615 linear feet.
- 30 total bores completed.





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Chesapeake

Strike – 12" – Carrizo Springs – Mockingbird Light Trunk Line

- 2,037' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 105 linear feet to 600 linear feet.
- 7 total bores completed.

3-S Services – 12" – Faith San Pedro West

- 2,840' Steel Natural Gas Pipeline Pulled.
- Pipe length ranging from 206 linear feet to 1208 linear feet.
- 6 total bores completed.



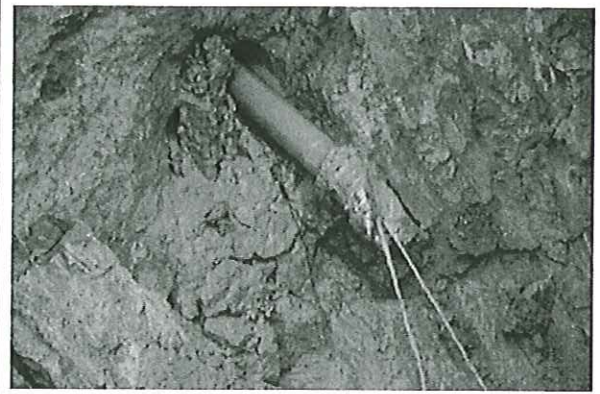
Enterprise

Troy – Texas Express – 20" – Dallas/Ft. Worth

- 6,900' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 996 linear feet to 1957 linear feet.
- 5 total bores completed.

Strike – 16" – Sandy Rd. Schertz, TX

- 750' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 80 linear feet to 310 linear feet.
- 4 total bores completed.



Chesapeake Continued

3-S Services – 12" – Carrizo Springs

- 4700' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 160 linear feet to 1700 linear feet.
- 9 total bores completed.



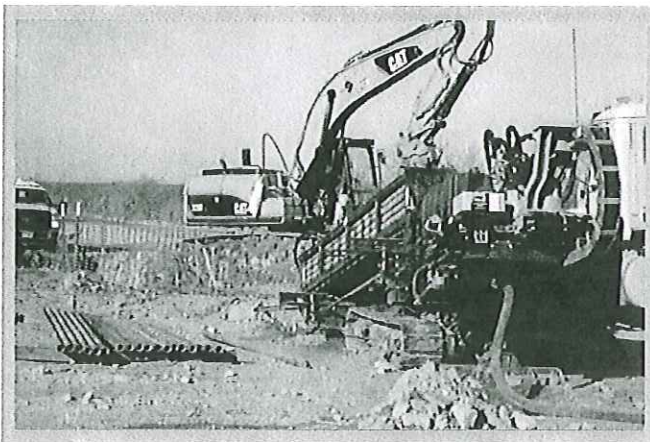


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Harvest

Progressive – 12" – Pisano Ranch Cattle Pens
Crossing, Nueces River

- 9,250' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 50 linear feet to 1,300 linear feet.
- 20 total bores completed.



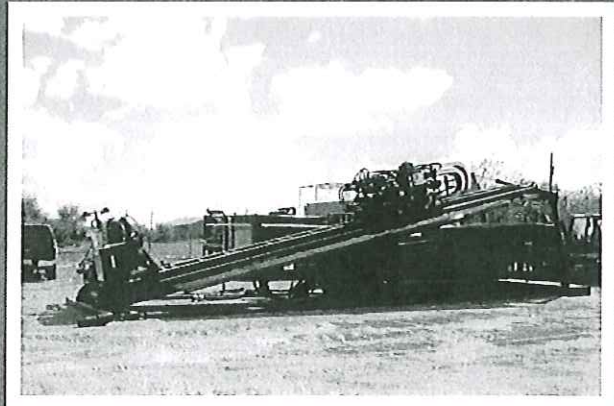
Energy Transfer

Troy – 16" – West Texas Gateway

- 10,200' Steel Natural Gas Pipeline pulled.
- Pipe length ranging from 197 linear feet to 901 linear feet.
- 22 total bores completed.

Troy – 30" – Mid Ocean Loop

- 3,100' Steel Natural Gas Pipeline pulled.
- 2 total bores completed at 1,550' each.



Lucid Energy

Advanced Pipeline – 8" – Colorado City and West
Texas

- 1,440 Steel Natural Gas Pipeline pulled.
- 1 total bore completed.





Notable Projects -- 20" or Greater

The intention of this is to ensure and to pacify any reservations of Hard Rock's capability of completing the Magellan – Bridge Tex 24" Spread 6 project. We have added one project that is smaller than 20" at the bottom only as a reference to city municipality work. Please look through the following directional bores and feel free to call the owners of these projects for references.

1. **Anadarko Petroleum – Briscoe Ranch – Creek Crossing/Wetlands Crossing**
2,555 ft of 20" Completed With Wire Line Guidance
Completed 02/16/2012
Howard Pate 903-391-0860
Tony Phillips 830-491-3342
2. **Troy Construction – Copano Energy – Creek Crossing**
1,050 ft of 24" Completed With Wire Line Guidance
Completed 05/01/2013
Doug Warner 281-638-0685
3. **Troy Construction – Copano Energy – Creek Crossing**
1,050 ft of 24" Completed With Wire Line Guidance
Completed 05/08/2013
Doug Warner 281-638-0685
4. **Troy Construction – ETC – Creek Crossing**
1,438 ft of 30" Completed With Wire Line Guidance
Completed 10/01/2012
Doug Warner 281-638-0685
5. **Troy Construction – ETC – Creek Crossing**
1,726 ft of 30" Completed With Wire Line Guidance
Completed 10/04/2012
Doug Warner 281-638-0685
6. **Ellingson Companies – Flint Energy – Port Area**
2,121 ft of 20" Completed With Wire Line Guidance
Completed 08/10/2013
Jeremy Ellingson 507-527-2294
7. **Ellingson Companies – Flint Energy – Port Area**
2,052 ft of 20" Completed With Wire Line Guidance
Completed 08/13/2013
Jeremy Ellingson 507-527-2294



8. **Strike Construction –Kansas City Southern Railway – Rail Road Crossing**
1,620 ft of 20" Completed With Wire Line Guidance
Completed 02/06/2013
Jarvie Arnold 361-227-0250
9. **Benitez Construction, Inc. – Saws (San Antonio Water Systems) – San Antonio River Crossing**
500 ft of 48" Completed With Wire Line Guidance
Completed 02/11/2010
Carlos Benitez 512-278-0764
10. **Bartek Construction – Saws (San Antonio Water Systems) – Road Crossing**
2,020 ft of 16" Completed With Wire Line Guidance
Completed 01/11/2013
Casey Bartek 210-827-0563
11. **S&J Construction – City of Waco – River Crossing**
1,150 ft of 30" Completed With Wire Line Guidance
Completed 2/3/14
Randy Ballew 501-283-0792

PSE SAFETY CONTRACTORS, INC.

"Striving for Excellence in Safety"

P.O. Box 130609, Tyler, TX 75713-0609 (903)521-8825

January 15, 2013

Re: Work Safety Overview, Nelson Lewis, Inc.

To whom it may concern,

Following, you shall find the safety program overview for Nelson Lewis, Inc. If you and/or your associates have further questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Russ Poster
(903)521-8825

- Nelson Lewis, Inc. has implemented a safety program that addresses all aspects of safety in accordance with the 29 CFR, Occupational Safety and Health Administration. Below, you shall find a list of written safety programs that are currently in place and implemented.
- Management participation is 100% involvement with safety.
- ALL employees are required to participate in the weekly/monthly safety meetings, job specific safety training.
- Pre task planning is required at job startups. In addition, daily safety work assessments are carried out by the job supervisors.
- Safety inspections are performed throughout the day by field supervisors.
- In the event of a near miss and/or a work related accident, a root cause incident investigation is performed. In addition, further training for all employees is conducted.
- Upon review of the incident investigation report, Upper Management participates in the corrective action plan, i.e. further training, change in job duty, a need for recertification's, etc.

NELSON LEWIS, INC.

LIST OF SAFETY PROGRAMS AS OF JANUARY 15, 2013

- Heat Illness
- Fire Extinguishers
- First Aid
- Compressed Gas
- Fall Protection
- Hand and Power Tools
- PPE
- Lockout/Tagout
- Stop Work Authority
- Injury Record Keeping
- Nitrogen Awareness
- Safe Handling of LPG
- Trenching and Shoring
- Bloodborne Pathogens
- Short Services Employees
- Manual Lifting
- Incident Reporting and Investigation
- Ladder Safety Program
- Fatigue Management
- Welding and Cutting (Hot Work)
- Rigging and Material Handling
- Hazard Communication
- Sub-Contractor Use Program
- Hearing Protection
- Hazard Identification and Assessment
- General Safety and Health Provisions
- Fork Lift Operations
- Mobile Equipment
- Driver Safety Program
- Safety Disciplinary Program
- Assured Equipment Grounding Program

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	1 (H)	3 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	167 (L)

Injury and Illness Types

Total number of...	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
(M)	9	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB No. 1218-0176

Establishment information

Your establishment name Nelson Lewis, Inc.
Street 450 FM 1431 East

City Marble Falls State Texas Zip 78654

Industry description (e.g., Manufacture of motor truck trailers)
Water Main Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 50
Total hours worked by all employees last year 110,662

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

Vice-President
Title

830-693-8874 Phone
1-30-14 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate making sure you've added the individual entries you made for each category. Then write the totals below.

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	1 (H)	3 (I)	2 (J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
3 (K)	58 (L)

Injury and Illness Types					
Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss
	5	0	0	0	0
	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3544, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2012
U.S. Department of Labor
Occupational Safety and Health
Form approved OSHA

Establishment information Your establishment name <u>Nelson Lewis, Inc.</u> Street <u>450 FM 1431 East</u> City <u>Marble Falls</u> State <u>Texas</u> Zip <u>78654</u> Industry description (e.g., Manufacture of motor truck trailers) <u>Water Main Construction</u> Standard Industrial Classification (SIC), if known (e.g., SIC 3715) OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
Employment information Annual average number of employees <u>57</u> Total hours worked by all employees last year <u>114,810</u>	
Sign here  I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	Title <u>Vice President</u> Date <u>1-20-2013</u> Company executive <u>830-693-8874</u> Phone

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	1 (H)	3 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
84 (K)	178 (L)

Injury and Illness Types

Total number of...	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
(M)	4	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2011

U.S. Department
Occupational Safety and Health
Form approved OSHA

Establishment information

Your establishment name Nelson Lewis, Inc.
Street 450 FM 1431 East

City Marble Falls State Texas Zip 78654

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

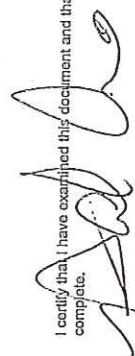
Employment information

Annual average number of employees 50
Total hours worked by all employees last year 75,747

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.



Vice-President
Title

1-20-12
Date

Company executive

830.693-8874
Phone

Agenda Item:

4A. Voluntary annexation for 308.841 acres tract of land out of the Florentine Lara Survey No. 123, Abstract No. 225, M.K. and T.E.R.R. Survey No. 1861, Abstract 1242, and the J.D. Leavell Survey No. 1862, Abstract No. 1435 within Kerr County, Texas, and consisting of a residential subdivision to be known as The Heights of Kerrville and located west of Harper Road (FM 783) and between its intersection with Holdsworth Drive and Interstate 10. (staff)

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

SUBJECT: Public Hearing, Voluntary Annexation: - Public hearing concerning a proposed voluntary annexation of The Heights of Kerrville Subdivision, consisting of a 308.841 acre tract of land out of the Florentine Lara Survey No. 123, Abstract No. 225, M.K. & T.E. R.R. Survey No. 1861, Abstract No. 1242 and the J.D. Leavell Survey No. 1862, Abstract No. 1435, Kerr County, Texas.

FOR AGENDA OF: June 10, 2014 **DATE SUBMITTED:** May 30, 2014

SUBMITTED BY: Jason Lutz **CLEARANCES:** Dieter Werner

EXHIBITS: Location Map & Annexation Service Plan

AGENDA MAILED TO: Kerrville Heights, LLC, 2100 Ross Ave., Suite 2900, Dallas, Texas 75201

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The Heights of Kerrville is a 57 lot rural residential subdivision platted in 2009. All lots in the subdivision are greater than 5 acres and are approved for private septic systems. The subdivision is currently connected to and served by municipal water. All streets located in the subdivision are private streets with access easements for utilities and access for emergency services. The subdivision has been developed in accordance with the City of Kerrville's Subdivision Ordinance as a Rural Residential Subdivision.

This property is governed via a development agreement enacted in 2007(ordinance # 2007-23). The property is to be developed and zoned as an R1 district upon annexation. The development agreement requires that the property begin the annexation process upon the submittal for the first building permit located in the subdivision. The owner has submitted 2 permits for the construction of single family homes. Once the annexation process is complete, the development agreement establishes that the effective date of annexation be 180 days after the 2nd and final ordinance reading.

The Local Government Code requires Council to hold two public hearings prior to the initiation of the annexation proceedings.

The following timeline will be followed to complete the annexation process:

June 10, 2014

**Second public hearing on the requested annexation by the City Council.
(20 days prior to 1st ordinance reading)**

July 8, 2014

First ordinance reading by the City Council.

July 22, 2014

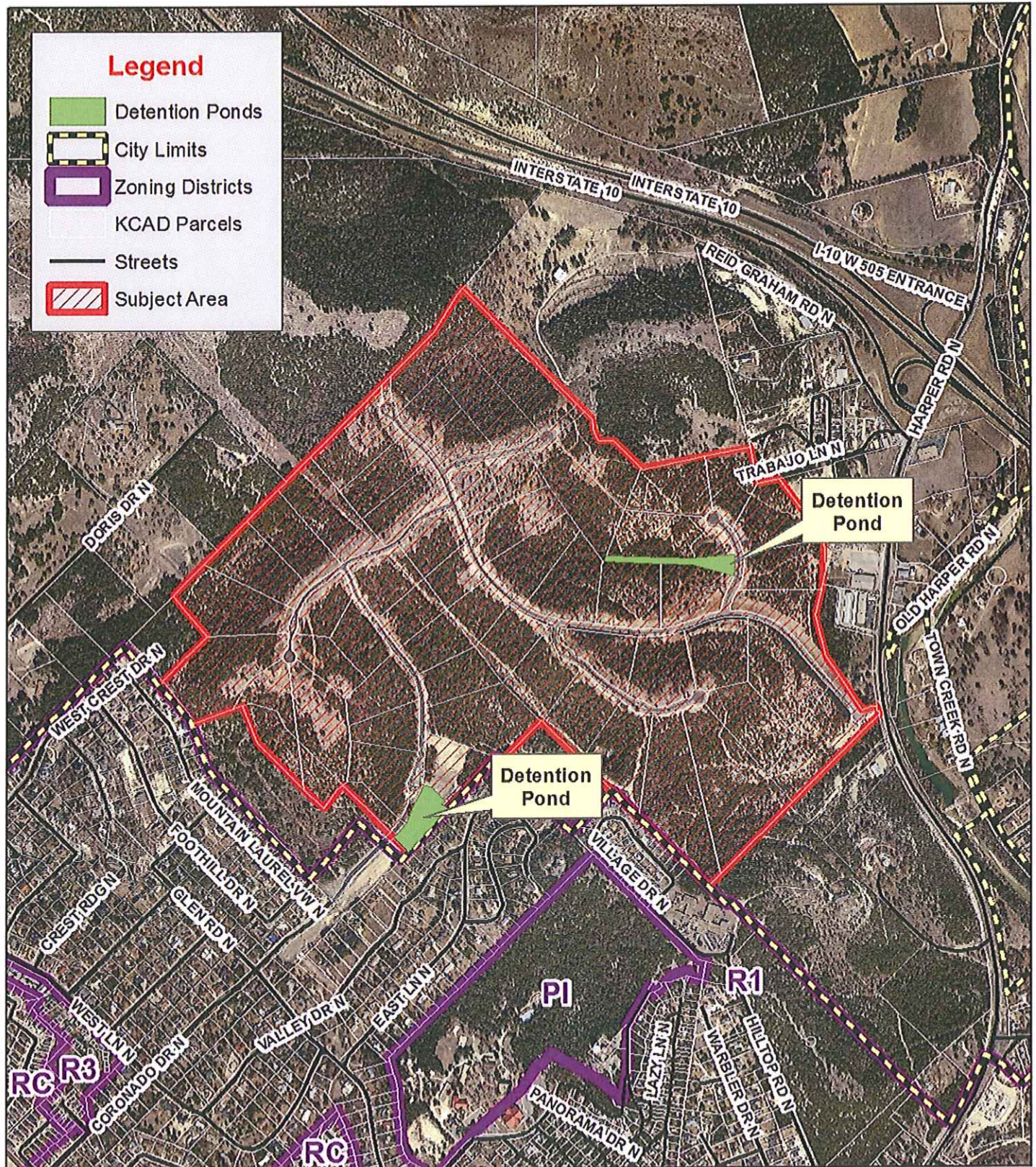
Second and final ordinance reading by the City Council.

The Kerrville City Council held a public hearing on May 27, 2014 and several citizens had questions concerning the proposed development. The first issue raised by the public was concerning run-off. Two detention ponds were constructed and provided for the subdivision.

The second issue raised by the public was that of subdividing of property. While state law mandates that any subdivision of land be approved if it meets all requirements found in a municipality's subdivision ordinance, it should be noted that this would be highly unlikely. The existing water infrastructure was designed for a maximum of 60 connections in the subdivision. If a land owner would seek to subdivide their property it would be likely that substantial and costly improvements to the existing infrastructure would need to be completed and additional septic permits would be required, after a study is performed to determine if an additional building site would be permitted to install additional septic systems. These type of infrastructure upgrades tend to be cost-prohibitive, but it could be possible to subdivide property in this subdivision.

RECOMMENDED ACTION

1. Open the public hearing and receive comments.
2. No action is to be taken at this time.



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

0 500 1,000 2,000 Feet

1 inch = 1,000 feet



EXHIBIT C

ANNEXATION SERVICE PLAN

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Animal Control	The provisions of animal control services shall be in effect following annexation of the property.	Immediately following annexation
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City shall be made immediately to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Suppression	Fire protection and suppression personnel and equipment from the Kerrville Fire Department will be provided to the area as needed.	Immediately following annexation
Fire Prevention	The services of the City's Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Future residents of the area, if any, will continue to be entitled to utilize all City's Library facilities.	Immediately following annexation.
Parks and Recreation	The City's Parks and Recreation services will continue to be available to any area residents.	Immediately following annexation
Police Protection	Kerrville Police Department protection personnel and equipment shall be provided to the area immediately upon annexation. Police enforcement and protection services shall be provided through regular patrol activities.	Immediately following annexation

ANNEXATION SERVICE PLAN (CONTINUED)

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Public Services - Street Department	Public streets not maintained by the Texas Department of Transportation within the area shall be maintained by the City.	Immediately following annexation
Sanitation (Refuse Collection)	Refuse collection shall be available to any residents of the annexed area at the same costs and procedures as required of City residents and businesses.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the City Street Department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Utilities (Water Distribution and Wastewater Collection)	Extension of utilities to the property shall be in accordance with the City's Subdivision Ordinance.	As the property develops

Agenda Item:

4B. Resolution No. 17-2014 adopting the address renumbering of specified properties along Yorktown Boulevard between its intersection with Sidney Baker N. (State Highway 16) and as it continues northwest. (staff)

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

SUBJECT: Public Hearing & Action: Yorktown Blvd. Address Changes – Public hearing, consideration, and action concerning proposed modifications to the address ranges and address changes for Yorktown Blvd.

FOR AGENDA OF: June 10, 2014 **DATE SUBMITTED:** May 30, 2014

SUBMITTED BY: Jason Lutz **CLEARANCES:** Dieter Werner

EXHIBITS: Resolution, Site Map, and Address Change Table

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

City Staff is requesting to modify multiple addresses and the associated block ranges along Yorktown Blvd. to correct issues with duplicate addresses and inconsistent address ranges that may have negative effects on emergency services for this area.

During the platting process for the various phases of the Keystone Subdivisions the addresses assigned to the various lots and placed on the plats were done using standard 9-1-1 addressing guidelines. However, these addresses did not take into account the existing addressing scheme found on the street or the existing ranges found on adjacent streets.

From Sidney Baker, moving up Yorktown Blvd., the existing address ranges were from the 600 Block moving up to the 400 block of Yorktown, where the school district (bus barn) and several businesses have been operating. The new addresses for Keystone that were assigned created another 500 block and continued north to a duplicate 600 block.

In addition, for most streets except for Holdsworth Dr. (newest street), any left turn off of Sidney Baker heading towards IH-10 begins in the 500 or 600 block and the ranges decrease as you move north away from Sidney Baker. The current ranges from Sidney Baker on Yorktown Blvd. begin in the 600 block, then decrease to the 400 block, and then begin to increase from the 500 to the 600 block ending at the cul-de-sac.

The proposed address changes outlined in the resolution and highlighted in the address change table were formulated based upon the following goals:

1. Correct errors from duplicate addresses and block ranges to improve life safety and limit delays in emergency services response times.
2. Maintain consistency with the address ranges found on the streets parallel to Yorktown Blvd. off of Sidney Baker.
3. Limit the number of people affected and the financial impact due to the proposed changes.

The changes proposed in the resolution are to keep the existing scheme of addresses descending as one moves away from Sidney Baker as found on adjacent streets. This decreasing range will modify the 2nd 500 block of Yorktown Blvd. (duplicate range north of Degrasse) by changing this block to the 300 block. The 2nd 600 block of Yorktown Blvd. (duplicate range north of Keystone Sec. 3) will be changed to the 200 block. The last section of Yorktown Blvd. beginning north of Lexington Ave. will be changed to the 100 block of Yorktown.

Based on these proposed changes only 4 existing residential properties will be required to change their address. One of these homes is currently under construction and the land owner is aware of the proposed change and approves of the recommendation. In addition, any attempt to change the addressing ranges to conform to those addresses assigned to the Keystone Subdivision would result in the changing of 10 existing properties, including the school district bus barn and two commercial properties. This would also place the Yorktown address ranges out of line with the addressing scheme found on the other parallel streets.

Staff believes the proposed changes are the most efficient solution to satisfy the goals listed above.

RECOMMENDED ACTION

1. Open the public hearing and receive comments.
2. Approve the address changes as outlined in the attached resolution.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 17-2014**

**A RESOLUTION ADOPTING THE ADDRESS RENUMBERING OF
SPECIFIED PROPERTIES ALONG YORKTOWN BOULEVARD
BETWEEN ITS INTERSECTION WITH SIDNEY BAKER N. (STATE
HIGHWAY 16) AND AS IT CONTINUES NORTHWEST**

WHEREAS, the naming of roads and the assignment of addresses to properties in a consistent manner based upon adopted standards is critically important for public safety; and

WHEREAS, City Council previously adopted a *Road Naming and Addressing Policy and Procedures* ("Policy"), which established guidelines and processes for the naming of streets and addressing of properties within the City; and

WHEREAS, based upon the Policy, City staff recommends renumbering the addresses and the associated block ranges for properties along Yorktown Boulevard as it extends from Sidney Baker N. (State Highway 16) and continues northwest, in order to eliminate duplication and confusion, correct errors, and to improve continuity and parity of street numbering, which plan was done with the goal of limiting the number of properties impacted by changes; and

WHEREAS, although approximately fifty properties will be impacted by the renumbering, only three of those properties are currently occupied with another one currently under construction; and

WHEREAS, City staff has provided the requisite notices required by the Policy; and

WHEREAS, the Development Services Department will continue to update other local entities, to include the Kerr Emergency 9-1-1 Network, utility providers, and the U.S. Post Office with respect to this renumbering in an effort to improve upon the health, safety, and welfare of residents and visitors to the community; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to hold a public hearing and to adopt the renumbering of addresses for properties along Yorktown Boulevard as prepared by City staff pursuant to the Policy;

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

SECTION ONE. The findings set out in the preamble to this Resolution are approved and adopted.

SECTION TWO. The addresses for various properties along Yorktown Boulevard are renumbered as depicted and specified, respectively, on **Exhibits A and B**, as attached.

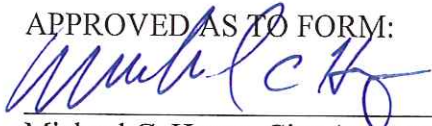
SECTION THREE. City staff is directed to take all appropriate steps in accordance with the Policy to notify and work with the affected property owners and local entities, to include Kerr Emergency 9-1-1 Network, utility providers, and the U.S. Post Office, to implement and

account for the renumbering of addresses.

PASSED AND APPROVED ON this the _____ day of _____ A.D., 2014.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

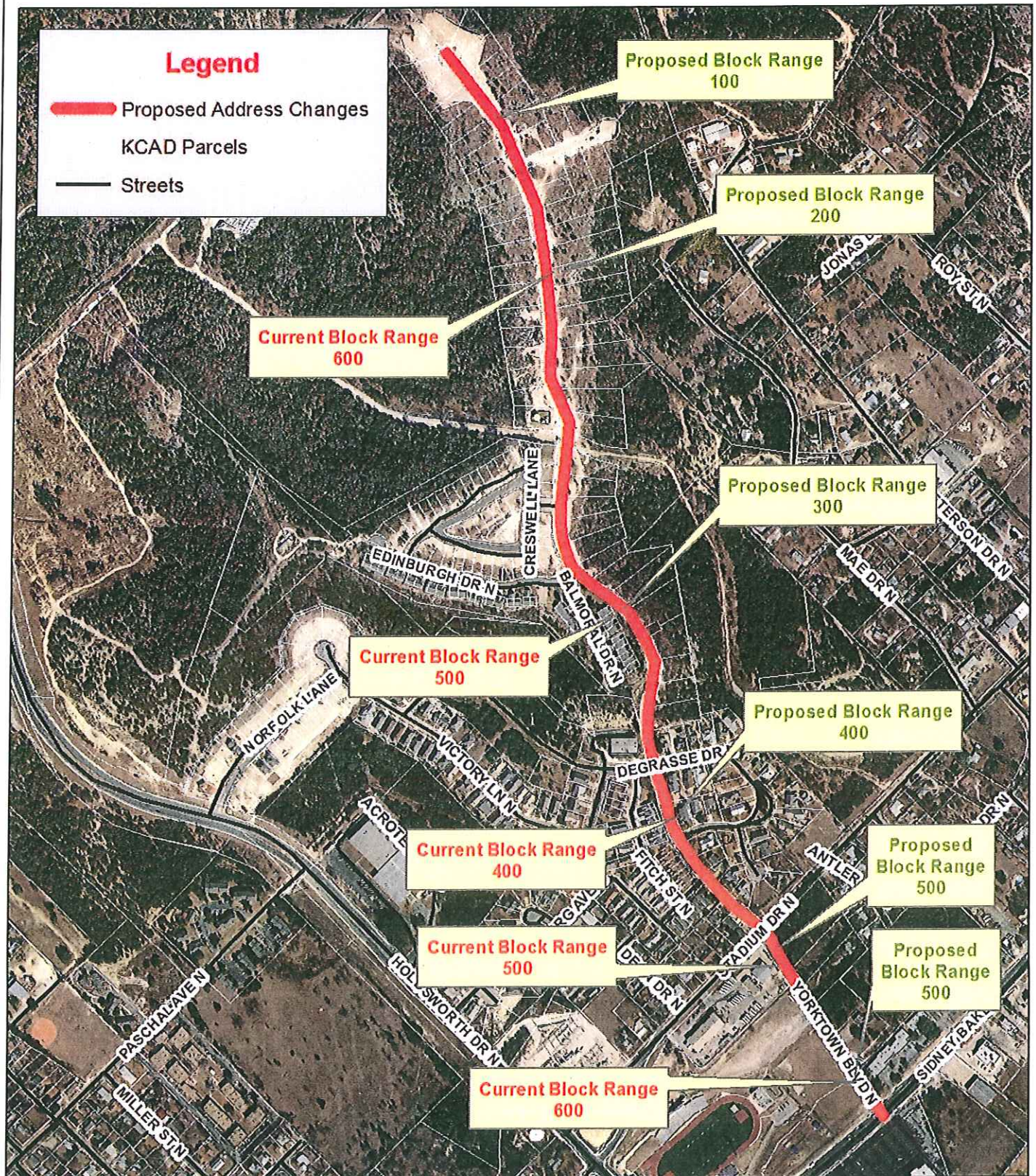


Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Exhibit A - Site Map



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

0 325 650 1,300 Feet

1 inch = 616 feet



EXHIBIT B - YORKTOWN BLVD - ADDRESS CHANGE TABLE

KCAD ID	CURRENT ADDRESS	PROPOSED ADDRESS	LEGAL DESCRIPTION	PROPERTY TYPE	STATUS
22873	441	453	ANTLER HGTS 2 BLK 1 LOT 1, 2 PT (NE/4.89')	Residential	Existing
22873	443	457	ANTLER HGTS 2 BLK 1 LOT 1, 2 PT (NE/4.89')	Residential	Existing
531820	500	350	KEYSTONE, SEC 4-B BLK 1 LOT 8 ACRES 0.544	Residential	Vacant
531819	504	346	KEYSTONE, SEC 4-B BLK 1 LOT 7 ACRES 0.453	Residential	Vacant
531818	508	342	KEYSTONE, SEC 4-B BLK 1 LOT 6 ACRES 0.414	Residential	Vacant
531817	512	338	KEYSTONE, SEC 4-B BLK 1 LOT 5 ACRES 0.612	Residential	Vacant
531816	516	334	KEYSTONE, SEC 4-B BLK 1 LOT 4 ACRES 0.759	Residential	Vacant
531815	520	330	KEYSTONE, SEC 4-B BLK 1 LOT 3 ACRES 0.875	Residential	Vacant
531814	524	326	KEYSTONE, SEC 4-B BLK 1 LOT 2 ACRES 0.676	Residential	Vacant
531813	528	322	KEYSTONE, SEC 4-B BLK 1 LOT 1 ACRES 0.497	Residential	Vacant
531056	532	318	KEYSTONE SEC FOUR A BLK 1 LOT 1 ACRES .56	Residential	Vacant
531057	536	314	KEYSTONE SEC FOUR A BLK 1 LOT 2 ACRES .538	Residential	Vacant
531058	540	310	KEYSTONE SEC FOUR A BLK 1 LOT 3 ACRES .456	Residential	Under Construction
531059	544	306	KEYSTONE SEC FOUR A BLK 1 LOT 4 ACRES .453	Residential	Existing
531060	548	302	KEYSTONE SEC FOUR A BLK 1 LOT 5 ACRES .492	Residential	Vacant
531865	600	246	KEYSTONE, SEC 4-C BLK 2 LOT 45 ACRES 0.791	Residential	Vacant
531821	601	245	KEYSTONE, SEC 4-C BLK 2 LOT 1 Z(WATER TANKS/PLANT) ACRES 0.373	Residential	Vacant
531864	604	242	KEYSTONE, SEC 4-C BLK 2 LOT 44 ACRES 0.775	Residential	Vacant
531822	605	241	KEYSTONE, SEC 4-C BLK 2 LOT 2 ACRES 0.356	Residential	Vacant
531863	608	238	KEYSTONE, SEC 4-C BLK 2 LOT 43 ACRES 0.901	Residential	Vacant
531823	609	237	KEYSTONE, SEC 4-C BLK 2 LOT 3 ACRES 0.348	Residential	Vacant
531862	612	234	KEYSTONE, SEC 4-C BLK 2 LOT 42 ACRES 0.352	Residential	Vacant
531824	613	233	KEYSTONE, SEC 4-C BLK 2 LOT 4 ACRES 0.352	Residential	Vacant
531861	616	230	KEYSTONE, SEC 4-C BLK 2 LOT 41 ACRES 0.752	Residential	Vacant
531825	617	229	KEYSTONE, SEC 4-C BLK 2 LOT 5 ACRES 0.373	Residential	Vacant
531860	620	226	KEYSTONE, SEC 4-C BLK 2 LOT 40 ACRES 0.793	Residential	Vacant
531826	621	225	KEYSTONE, SEC 4-C BLK 2 LOT 6 ACRES 0.415	Residential	Vacant
531859	624	222	KEYSTONE, SEC 4-C BLK 2 LOT 39 ACRES 0.815	Residential	Vacant
531827	625	221	KEYSTONE, SEC 4-C BLK 2 LOT 7 ACRES 0.518	Residential	Vacant
531858	628	218	KEYSTONE, SEC 4-C BLK 2 LOT 38 ACRES 0.766	Residential	Vacant
531828	629	217	KEYSTONE, SEC 4-C BLK 2 LOT 8 ACRES 0.515	Residential	Vacant
531857	632	214	KEYSTONE, SEC 4-C BLK 2 LOT 37 ACRES 0.833	Residential	Vacant
531829	633	213	KEYSTONE, SEC 4-C BLK 2 LOT 9 ACRES 0.536	Residential	Vacant
531856	636	210	KEYSTONE, SEC 4-C BLK 2 LOT 36 ACRES 0.783	Residential	Vacant
531830	637	209	KEYSTONE, SEC 4-C BLK 2 LOT 10 ACRES 0.545	Residential	Vacant
531855	640	208	KEYSTONE, SEC 4-C BLK 2 LOT 35 ACRES 0.787	Residential	Vacant
531831	641	205	KEYSTONE, SEC 4-C BLK 2 LOT 11 ACRES 0.509	Residential	Vacant
531854	644	204	KEYSTONE, SEC 4-C BLK 2 LOT 34 ACRES 0.39	Residential	Vacant
531832	645	201	KEYSTONE, SEC 4-C BLK 2 LOT 12 ACRES 0.464	Residential	Vacant
531853	648	200	KEYSTONE, SEC 4-C BLK 2 LOT 33 ACRES 0.435	Residential	Vacant
531833	649	129	KEYSTONE, SEC 4-C BLK 2 LOT 13 ACRES 0.449	Residential	Vacant
531848	652	128	KEYSTONE, SEC 4-C BLK 2 LOT 28 ACRES 0.433	Residential	Vacant
531834	653	125	KEYSTONE, SEC 4-C BLK 2 LOT 14 ACRES 0.454	Residential	Vacant
531847	656	124	KEYSTONE, SEC 4-C BLK 2 LOT 27 ACRES 0.416	Residential	Vacant
531835	657	121	KEYSTONE, SEC 4-C BLK 2 LOT 15 ACRES 0.441	Residential	Vacant
531846	660	120	KEYSTONE, SEC 4-C BLK 2 LOT 26 ACRES 0.425	Residential	Vacant
531836	661	117	KEYSTONE, SEC 4-C BLK 2 LOT 16 ACRES 0.454	Residential	Vacant
531845	664	116	KEYSTONE, SEC 4-C BLK 2 LOT 25 ACRES 0.382	Residential	Vacant
531837	665	113	KEYSTONE, SEC 4-C BLK 2 LOT 17 ACRES 0.453	Residential	Vacant
531844	668	112	KEYSTONE, SEC 4-C BLK 2 LOT 24 ACRES 0.401	Residential	Vacant
531838	669	109	KEYSTONE, SEC 4-C BLK 2 LOT 18 ACRES 0.509	Residential	Vacant
531843	672	108	KEYSTONE, SEC 4-C BLK 2 LOT 23 ACRES 0.405	Residential	Vacant
531839	673	105	KEYSTONE, SEC 4-C BLK 2 LOT 19 ACRES 0.484	Residential	Vacant
531842	676	104	KEYSTONE, SEC 4-C BLK 2 LOT 22 ACRES 0.497	Residential	Vacant
531840	677	101	KEYSTONE, SEC 4-C BLK 2 LOT 20 ACRES 1.357	Residential	Vacant
531841	680	100	KEYSTONE, SEC 4-C BLK 2 LOT 21 ACRES 1.611	Residential	Vacant

4 Existing Addresses Affected

Agenda Item:

5A. Ordinance No. 2014-12, repealing Ordinance No. 2012-13 and creating a new "Planned Development District" for an approximate 4.241 acres consisting of Tracts I and II, Texas National Guard Armory Board in the Samuel Wallace Survey No. 113, Abstract No. 761, within the City of Kerrville, Kerr County Texas, and more commonly known as 411 Meadowview Lane; adopting a phased concept plan and conditions related to the development of said district to include a phased development schedule; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; and ordering publication. (staff)

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

SUBJECT: Public Hearing, Action, and 1st Ordinance Reading: Planned Development District – Public hearing, consideration, action, and 1st ordinance reading concerning a proposed Planned Development District for the former armory facility located at 411 Meadowview Lane, to allow the land uses of “Professional Offices & Public Assembly”.

FOR AGENDA OF: June 10, 2014 **DATE SUBMITTED:** May 30, 2014

SUBMITTED BY: Jason Lutz **CLEARANCES:** Dieter Werner

EXHIBITS: Location Map, Ordinance, and Site Plan

AGENDA MAILED TO: William Brown, 411 Meadowview Lane, Kerrville, Texas
78028

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The applicant is seeking to repeal and replace an existing Planned Development District, which was approved by both the P&Z Commission and City Council in 2013. The current P.D.D. permits the land use of “Professional Offices” and the facility is home to the Hill Country Veteran’s Center.

The applicant is seeking to add the land use of “Public Assembly” in addition to the “Professional Offices” land use. “Public Assembly” is defined as: The use of a building or structure, or any portion thereof, for the gathering together of people for purposes such as civic, social or religious functions or for recreation, including, but not limited to, auditoriums, churches, dance halls, gymnasiums, motion picture theaters, museums, passenger depots, public assembly halls, recreation halls, stadiums or grandstands, and theaters for stage productions. This land use would enable the facility to be utilized for such gatherings as weddings, community garage sales, birthday parties, and graduation parties.

The City of Kerrville’s Comprehensive Plan calls for a future land use of Low-Density Residential. Therefore, an amendment to the Comprehensive Plan will need to be considered and approved by P&Z and City Council. This proposed amendment is scheduled to be heard by P&Z on June 19, 2014 and City Council on July 8, 2014.

The request for the land use of "Public Assembly" is a vital component of the P.D.D. as it provides the VFW post with the ability to generate revenue to be utilized towards ongoing maintenance for the facility. It should be noted that this facility was utilized for similar events in the past, prior to it being annexed into the City, when it was utilized as the National Guard's armory.

The property is bounded to the north (across Meadowview Lane) by the R1 (Single-Family Residential) zoning district, to the east, south, and west by the RC (a higher density Single-Family residential) zoning district. In addition the northeast property line is adjacent to a Church which utilizes the same land use of "public assembly".

Additional traffic is expected to be generated by this land use. However, such uses would generally be held on weekends and would most likely not be an everyday issue. Traffic would be directed to and from the facility down Meadowview Lane (40' wide pavement width) where it would either route down Memorial Blvd. (Primary Arterial Street) or East Main Street (Collector Street).

At the NW intersection of Meadowview Lane and E. Main Street is a multi-family zoning district (R3) with an apartment complex located in this area. Traffic has not been an issue to this point. Traffic concerns were raised by adjacent land owners at the Planning & Zoning public hearing, but no official protests were submitted.

Additional concerns that were raised by the public were screening requirements, trash, noise, security, alcohol on site, and off-street parking requirements. Adjacent land owners were concerned with guests parking on the street and blocking their driveways, trash being blown onto adjacent properties, and if the City would require security or ban alcohol sales. The site is not permitted for the sale of alcohol, but any desire by guests to bring in alcohol for private consumption and requirements for onsite security would be a private matter to be negotiated between the land owners and those seeking to use the property for functions and would not be regulated by this ordinance. As to the screening and trash issue the P.D.D. application and site plan do not provide for any screening requirements, although the zoning code would require Type B screening. Type B screening consists of a 6' privacy fence and 50' buffer area that would not be utilized for any buildings, parking spaces, or storage areas. A P.D.D. is a separate, stand-alone district designed to provide for the development of land for single or mixed uses in accordance with a plan that varies from the established regulations of the underlying zoning district while allowing specific desirable departures from the strict provisions of current zoning classifications. Any trash that may be generated through the use of the property would be handled via code enforcement just as any other property located in the City would be.

The Planning & Zoning Commission also had concerns with off-street parking. Currently there are 15 spaces provided on the property and the proposed land use would require an additional 100 spaces be provided. This P.D.D. application does not provide for any additional spaces to be provided before the use commences, but it is the intent of the land owners to provide this paved parking in the future with the funds generated from the "Public Assembly" land use. The intention of the land owner is to provide unpaved parking, in the

interim, on the site as there are roughly 3 acres of available space to park vehicles. The Planning & Zoning Commission discussed the possibility of setting a timeframe (1 year deadline) for the required parking to be provided but this could lead to code enforcement issues, fines, or the requirement to amend the P.D.D. in the future. The parking issue concerned the Commission and they would like to add language to the ordinance that would require the installation of the additional paved parking spaces should the property change hands via lease, sale, or other mechanism.

Ultimately the P&Z Commission approved the P.D.D. ordinance, by a vote of 5-0, on May 29th, with the recommendation that language be added to require the installation of the additional paved parking spaces should the property change hands via lease, sale, or other mechanism.

RECOMMENDED ACTION

1. Open the public hearing and receive comments.
2. Render a decision on the requested P.D.D. as outlined in the attached ordinance on the first reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-12**

AN ORDINANCE REPEALING ORDINANCE NO. 2012-13 AND CREATING A NEW "PLANNED DEVELOPMENT DISTRICT" FOR AN APPROXIMATE 4.241 ACRES CONSISTING OF TRACTS I AND II, TEXAS NATIONAL GUARD ARMORY BOARD IN THE SAMUEL WALLACE SURVEY NO. 113, ABSTRACT NO. 761, WITHIN THE CITY OF KERRVILLE, KERR COUNTY TEXAS, AND MORE COMMONLY KNOWN AS 411 MEADOWVIEW LANE; ADOPTING A PHASED CONCEPT PLAN AND CONDITIONS RELATED TO THE DEVELOPMENT OF SAID DISTRICT TO INCLUDE A PHASED DEVELOPMENT SCHEDULE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING A PENALTY OR FINE NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND ORDERING PUBLICATION

WHEREAS, the City Council of the City of Kerrville ("City Council"), Texas, adopted Ordinance No. 2012-13, at its November 13, 2012, meeting; and

WHEREAS, Ordinance No. 2012-13 created a Planned Development District for zoning purposes for the Property defined below; and

WHEREAS, the owner of the Property seeks a zoning change to add additional uses to the Property; and

WHEREAS, City staff recommends that City Council repeal Ordinance No. 2012-13, hold a public hearing, and adopt an ordinance creating a new Planned Development District on the same property; and

WHEREAS, the City Planning and Zoning Commission and the City Council of the City of Kerrville, Texas, in compliance with the City Charter and the State law with reference to the creation of Planned Development Districts under Article 11-I-15 of the Zoning Code of the City of Kerrville, Texas, and amending the official zoning map adopted thereby, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings and affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the City Council finds that the health, safety, and general welfare will be best served by the creation of a Planned Development District for a Community Center development, subject to the special conditions and restrictions set out hereinafter on the property described in Section Two, below;

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

SECTION ONE. Ordinance No. 2012-13 is repealed.

SECTION TWO. The property described in **Exhibit A** (the “Property”), attached and incorporated herein by reference, is removed from both the R1 (residential) and RC (residential cluster) Zoning Districts and placed in a newly created “Planned Development District” for the development and use as “Professional Office” and “Public Assembly” as those terms are defined by Article 11-I-3 of the Zoning Code.

SECTION THREE. The Property may be developed and used for “Professional Office” and “Public Assembly”, subject to the following:

- A. Certificate of Occupancy: An appropriate Certificate of Occupancy must be obtained from the City prior to use of the Property or alternate actions taken in compliance with City law, to include its fire code.
- B. Concept Plan: The development of the Property must be in accordance with the Concept Plan found at **Exhibit A** which is attached hereto and incorporated herein by reference.
- C. Parking: The Property must provide a minimum of 15 parking spaces and the design must be in accordance with that shown on **Exhibits A**. All required parking must be constructed of asphalt or concrete and marked and sized in accordance with the City’s regulations.
- D. Signage: The location, size, type, and maximum area for each sign must be in accordance with the City’s sign regulations in existence at the time of permitting.
- E. Screening: Screening is not required.
- F. Trash and Other Solid Waste: Solid waste collection bins and dumpsters must be equipped with lids and screened with a gate with an opaque screen on one side and masonry or material similar to the building(s) constructed on the Property on the remaining three sides.
- G. Outdoor Storage and Display: The outdoor storage of any materials, supplies, inventory, and/or equipment, whether in cargo containers or similar containers or buildings, is prohibited, except those identified for household use.
- I. Development Regulations:
 - 1. All exterior lighting must be designed and installed to prevent glare or light from being emitted onto adjacent properties.
 - 2. Any future development of the Property is subject to the City’s Subdivision Regulations, which includes submittal and approval of a plat.
 - 3. Any proposed future parking or additional buildings must obtain a Development Site Plan from the City prior to construction.

SECTION FOUR. 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; 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 FIVE. 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 SIX. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Chapter 1, Sec. 1-8, of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION SEVEN. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Clerk 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.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2014.

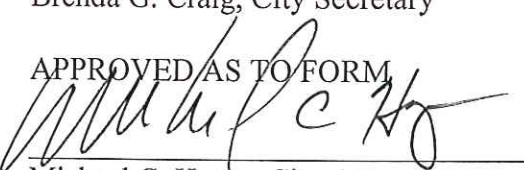
PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2014.

Jack Pratt, Jr., Mayor

ATTEST:

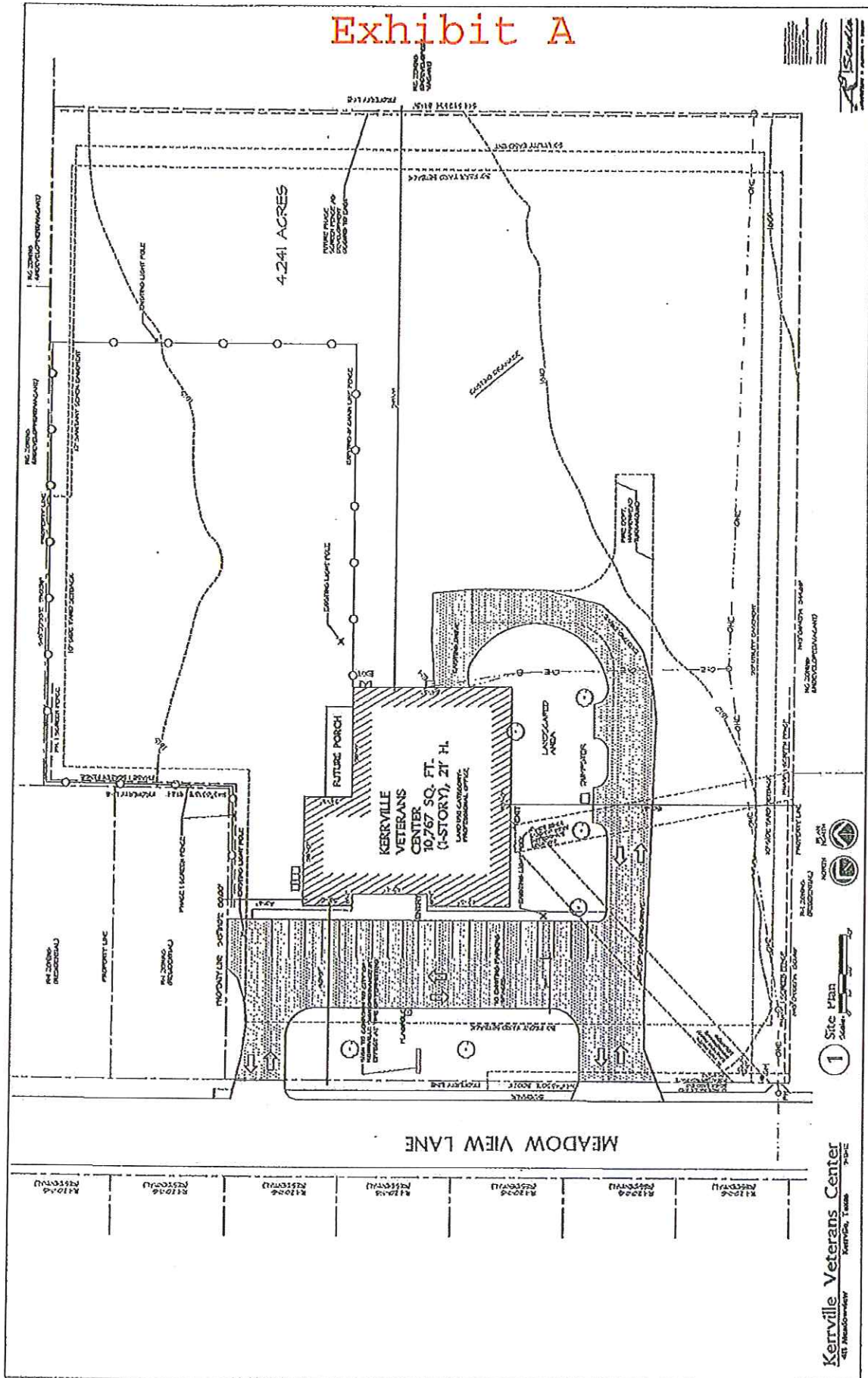
Brenda G. Craig, City Secretary

APPROVED AS TO FORM



Michael C. Hayes, City Attorney

Exhibit A



Kerrville Veterans Center
401 Meadowview
Kerrville, Texas

1 Site Plan

DATE
NOTED
BY

NO ZONING
VIOLATION
SHOWN

NO ZONING
VIOLATION
SHOWN

NO ZONING
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This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

0 100 200 400 Feet

1 inch = 200 feet



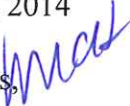
Agenda Item:

6A. Ordinance No. 2014-10 declaring the adoption of amendments to the City of Kerrville, Texas, Charter in accordance with the adoption of Propositions Numbers 1 through 8 at the special election held on May 10, 2014; adopting the Charter, as amended; providing a cumulative clause; containing a savings and severability clause; providing an effective date; and providing other matters related to this subject. (staff)

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

SUBJECT: An Ordinance declaring the adoption of amendments to the City of Kerrville, Texas, Charter in accordance with the adoption of Propositions Nos. 1 through 8 at the Special Election held on May 10, 2014; adopting the Charter, as amended; providing a cumulative clause; containing a savings and severability clause; providing an effective date; and providing other matters related to this subject

FOR AGENDA OF: June 10, 2014 **DATE SUBMITTED:** May 28, 2014

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

EXHIBITS: Ordinance; Charter

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO: NA

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Section 14.07 of the City Charter requires the City to conduct a review of the Charter every five years. Toward that end, Council must appoint a Charter Review Commission ("CRC"), which it did in December 2012. The CRC conducted its review and submitted its *Report of the 2013 Kerrville Charter Review Commission* at Council's September 24, 2013, meeting. Council voted to accept the Report. Council considered the CRC's recommendations, approved amendments to eight Charter sections, and voted to hold a Special Election in conjunction with the City's regular May election. At the May 10, 2014 election, voters approved all eight propositions, which contained the amendments. At a special meeting on May 20, 2014, Council canvassed the results of this election and voted to accept the results. Under state law, Council must now officially adopt the newly amended Charter, which it did upon first reading of an ordinance at the May 27, 2014, meeting

RECOMMENDED ACTION

Adoption of Ordinance on 2nd Reading to declare the adoption of various amendments to the City Charter and to adopt a newly revised Charter.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-10**

AN ORDINANCE DECLARING THE ADOPTION OF AMENDMENTS TO THE CITY OF KERRVILLE, TEXAS, CHARTER IN ACCORDANCE WITH THE ADOPTION OF PROPOSITIONS NUMBERS 1 THROUGH 8 AT THE SPECIAL ELECTION HELD ON MAY 10, 2014; ADOPTING THE CHARTER, AS AMENDED; PROVIDING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THIS SUBJECT

WHEREAS, on February 25, 1942, a home-rule Charter was adopted for the City of Kerrville, Texas; and

WHEREAS, the City Charter is a document prepared by the citizens of the City providing direction to the City government on how to operate; and

WHEREAS, since this time, the Charter has been amended eight times, with the last comprehensive review occurring in 2008; and

WHEREAS, Section 14.07 of the Charter requires a periodic review to help ensure that the document is current and that it properly reflects the overall directions of this community; and

WHEREAS, in December 2012, the City Council appointed persons to a Charter Review Commission ("CRC") and charged the CRC with reviewing and proposing amendments to the Kerrville City Charter; and

WHEREAS, following a series of meetings, the CRC presented its Report of proposed Charter amendments to City Council in September 2013 at a public meeting; and

WHEREAS, the Council reviewed the Report and after considering the CRC's proposed amendments, the Council called a Special Election for May 10, 2014, for a vote of the electors to consider the approval or rejection of various amendments to the Charter, the amendments being in the form of Propositions Nos. 1 through 8; and

WHEREAS, at the Special Election on May 10, 2014, voters approved by majority vote Propositions Nos. 1 through 8, thereby amending the Charter; and

WHEREAS, at a special meeting held on May 20, 2014, which was open to the public, City Council canvassed the results of this Special Election and adopted Resolution No. 15-2014, which approved and declared the results of this election; and

WHEREAS, City Council finds it to be in the public interest to declare the adoption of the amendments to the City's Charter, and to adopt the amended Charter, in accordance with Chapter 9, Texas Local Government Code, and Section 14.06 of the Charter;

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

SECTION ONE. Proposition Nos. 1 through 8, as passed during the Special Election held on May 10, 2014, and which contained amendments to the City's Charter, are declared adopted. This declaration serves as an order, which the City Secretary shall record in the City's official records, in accordance with Section 9.005(b) of the Texas Local Government Code.

SECTION TWO. In accordance with Section 14.08 of the Charter, and based upon the amendments, the Charter has been renumbered and rearranged as appropriate, and the City Council authorizes such changes.

SECTION THREE. The newly revised Charter, including the amendments resulting from the passage of Proposition Nos. 1 through 8, is attached as **Exhibit A** and made a part hereof for all purposes, and is adopted in this form by City Council.

SECTION FOUR. In accordance with Section 9.007(a) of the Texas Local Government Code and following final passage of this Ordinance, the Mayor shall certify to the Texas Secretary of State an authenticated copy of the Charter, as amended, under the City's seal and showing the approval by the voters of the City.

SECTION FIVE. The City Secretary shall record in the City Secretary's records the Charter, as amended, as adopted by the voters of the City pursuant to Section 9.008(a) of the Texas Local Government Code.

SECTION SIX. 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 therein and does not repeal any of the provision of said ordinances.

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

SECTION EIGHT. Following final passage of this Ordinance upon second reading, the amendments and the newly revised Charter shall become effective immediately.

PASSED AND APPROVED ON FIRST READING, this the 27th day of May, A.D., 2014.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, 2014.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney



**CHARTER
OF THE CITY OF
KERRVILLE, TEXAS**

CITY OF KERRVILLE CHARTER

MEMBERS OF THE CITY COUNCIL

**JACK PRATT, JR.
MAYOR**

**CARSON CONKLIN
COUNCILMEMBER, PLACE 1**

**STACIE KEEBLE
COUNCILMEMBER, PLACE 2**

**GARY STORK
COUNCILMEMBER, PLACE 3**

**GENE ALLEN
COUNCILMEMBER, PLACE 4**

BRENDA G. CRAIG, CITY SECRETARY

JUNE 9, 2014

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ARTICLE I. INCORPORATION, POWERS, AND TERRITORY

Section 1.01. Establishment and Purpose of the Charter.

We the people of the City of Kerrville, Texas, under the constitution and laws of the State of Texas, in order to secure the benefits of local self-government and to provide for an honest and accountable council-manager government do hereby adopt this Charter and confer upon the City the following powers, subject to the following limitations, and prescribed by the following procedures and government structure. By this action, we secure the benefits of home-rule and affirm the values of representative democracy, professional management, strong leadership, citizen participation, and regional cooperation.

Section 1.02. Enumerated Powers not Exclusive.

The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition, to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the City of Kerrville shall have, and may exercise, all powers of local self-government, provided by the Constitution and laws of the State of Texas, as it is competent for this Charter to specifically enumerate. All powers of the City, whether expressed or implied, shall be exercised in the manner prescribed by this Charter, or if not prescribed therein, then in the manner provided by ordinance or resolution of the Council.

Section 1.03. Provisions Relating to Assignment, Execution, and Garnishment.

The property, real and personal, belonging to the City shall not be liable to be sold or appropriated under any writ of execution or cost bill. The funds belonging to the City, in the hands of any person, firm or corporation, shall not be liable to garnishment; nor shall the City be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the City nor any of its officers or agents shall be required to answer any such writ of garnishment on any account whatever. The City shall not be obligated to recognize any assignment of wages or funds by its employees, agents, or contractors.

Section 1.04. Boundaries.

The boundaries of the City of Kerrville are hereby established by the official map which is on file in the City Secretary's Office at City Hall.

Section 1.05. Annexation of Territory.

The City Council may by ordinance annex territory lying adjacent to the City, with or without the consent of the inhabitants in such territory, or owners thereof, not inconsistent with the Constitution and Statutes of the State of Texas or the United States of America.

Section 1.06. Deannexation.

Whenever there exists within the corporate limits of the City of Kerrville any territory not suitable or necessary for City purposes, the Council may, upon a petition signed by a majority of the qualified voters residing in such territory, if the same be inhabited, or without any such petition if the same be uninhabited, by ordinance duly passed by a majority vote of all the Councilmembers, discontinue said territory as a part of said City; said petition and ordinance shall specify accurately the metes and bounds of the territory sought to be eliminated from the City and shall contain a plat designating such territory so that the same can be definitely ascertained; and when said ordinance has been duly passed, the same shall be entered upon the minutes and records of said City, and from and after the entry of such ordinance, said territory shall cease to be a part of said City, but said territory shall still be liable for its pro rata share of any debts incurred while said area was a part of said City.

ARTICLE II. GOVERNING BODY

Section 2.01. The City Council.

Except as otherwise provided in this Charter, all powers of the City shall be vested in a Council of five (5) members, to be known as the Kerrville City Council. The members of the Council shall be elected from the City of Kerrville at large in a manner prescribed elsewhere in this Charter. The Mayor is a member of the Council and may be referred to in this Charter as a "Councilmember."

Section 2.02. Qualifications for Councilmembers.

Each member of the City Council, in addition to having other qualifications required by law:

- a. Shall be a qualified voter of the State of Texas;
- b. Shall be at least eighteen (18) years of age;
- c. Shall be a resident of the City for at least twelve (12) consecutive months preceding the election; provided, however, that any person who shall have been a resident for a period of not less than twelve (12) consecutive months immediately preceding the election of any territory not formerly within the corporate limits of the City, but which is annexed under the provision of this charter, shall be eligible for said office;
- d. Shall not hold any other elected office or employment under the City government while a member of the Council, except a member of the City Council may be appointed by the City Council to represent the Council on any board, commission, committee, organization or entity in the Council's sole discretion so long as that person's service does not extend beyond the person's term of office.

Section 2.03. Term of Office.

The members of the City Council shall hold their offices for a term of two years and until their successors have been elected and duly qualified in accordance with this Charter. Five Councilmembers will be elected, two in one year for Places One and Two, and the following year, three will be elected for Places Three; Four and Mayor, respectively.

Section 2.04. Vacancies.

Vacancies in the City Council, including a vacancy resulting from a recall election, shall be filled by the Council for the remainder of the unexpired term. The Council shall appoint a qualified elector to fill a vacancy within thirty (30) days after such vacancy occurs. For purposes of this section and the Charter, a "qualified elector" or "qualified voter" means a "registered voter" in accordance with state law.

Section 2.05. Compensation for Councilmembers.

Councilmembers shall serve without an established salary; however, they will be authorized to receive the sum of \$25.00 for each Council meeting in which they attend to off set the "out-of-pocket" expenses incurred. The expense fees are not to be construed as being a salary, but an authorized allowance for each regular meeting. Councilmembers may be reimbursed for other reasonable expenses directly associated with their service to the City, subject to controls established by the Council.

ARTICLE III. PROCEDURES OF THE COUNCIL; LEGISLATION

Section 3.01. Canvass of Election; Meetings of the Council, Boards, and Commissions; Compliance with Open Meetings Act.

Following each municipal election, the Council shall meet at the usual place for holding its meetings, canvass the election in accordance with state law, and the newly elected members shall assume the duties of office without party or partisan mark or designation. Council shall meet at such times as may be prescribed by ordinance or resolution, but not less frequently than once each month. Special meetings shall be called by the City Secretary upon request of the Mayor, the City Manager, or a majority of the members of the Council. Any such notice shall state the subject or subjects that shall be considered. All meetings of the Council shall be open to the public, and the rules of the Council shall provide that the citizens of the City shall have a reasonable opportunity to be heard at any such meetings in regard to any matter considered; but the Council may by a majority vote of all the members authorize a closed meeting. Council and its boards, commissions, and committees shall comply fully with the provisions of the Texas Open Meeting Law as amended.

Section 3.02. Mayor and Mayor Pro Tem.

Following the canvass of a regular election, the Council shall choose one of its members (other than the Mayor) as Mayor Pro Tem. The Mayor shall preside at meetings of the Council and shall exercise such other powers and perform such other duties as are or may be conferred and imposed upon him by this Charter and the ordinances of the City. He shall be recognized as the head of the City government for all ceremonial purposes, by the courts for serving civil processes, and by the Governor for purposes of military law. In time of public danger or emergency, the Mayor is authorized to act in accordance with federal and state law and City policy. If a vacancy occurs in the Office of Mayor, the Council shall appoint a successor Mayor for the remaining term, in accordance with Section 2.04. If the Mayor is absent or disabled, the Mayor Pro Tem shall act as Mayor for the duration of the period of such absence or disability. If the Mayor Pro Tem is also absent or disabled, then the Council shall elect a Presiding Officer to act in the place of the Mayor Pro Tem.

Section 3.03. City Secretary.

The City Manager shall appoint a City Secretary who shall perform such administrative duties as may be delegated by the City Manager.

Section 3.04. Council Rules.

The Council shall be the judge of the election and qualifications of its members, and in such cases, shall have the power to subpoena witnesses and compel the production of all pertinent books, records, and papers; but the decision of the Council in any such case shall be subject to review by the courts. The Council shall determine its own rules and order of business and keep a journal of its proceedings. It shall have power to compel the attendance of absent members, may punish its members for disorderly behavior, and by vote of not less than a majority of all its members, expel from a meeting a member for disorderly conduct for the violation of its rules; but no member shall be expelled from a meeting unless notified of the charge against him and given an opportunity to be heard in his own defense.

Section 3.05. Quorum.

Except as otherwise allowed by state law, a majority of all the members of the Council shall constitute a quorum to do business, but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of a majority of all the members of the Council shall be necessary to adopt any ordinance, resolution, or order; except that a vote to adjourn, or an action regarding the attendance of absent members, may be adopted by a majority of the members present. No member may be excused from voting except when such member has a conflict of interest as defined by law.

Section 3.06. Introduction and Passage of Ordinances and Resolutions.

- a. Ordinances and resolutions shall be introduced only in written form. All ordinances, except ordinances making appropriations and ordinances codifying or rearranging existing ordinances or enacting a code of ordinances, shall be confined to one subject, and the subject of all ordinances shall be clearly expressed in the title. Ordinances making appropriations shall be confined to the subject of appropriations. No ordinance shall be passed until it has been read and voted upon in at least two regular meetings, except an emergency measure. The final reading of each ordinance shall be in full unless a written or printed copy thereof shall have been furnished to each member of the Council prior to such reading. The "yeas" and "nays" shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of the proceedings of the Council. The enacting clause of all ordinances shall be, "Be it ordained by the City Council of the City of Kerrville, Kerr County, Texas."
- b. An ordinance shall take effect upon final passage unless indicated otherwise in the ordinance.
- c. Upon its final passage, each ordinance and resolution shall be authenticated by the signatures of the Mayor or Presiding Officer and of the City Secretary, and shall be systematically recorded as provided by Ordinance.
- d. An "emergency measure" is an ordinance or resolution to provide for the immediate preservation of the public peace, property, health, or safety, in which the emergency claimed is set forth and defined in the preamble thereto. The affirmative vote of at least a majority of all members of the Council shall be required to pass any ordinance or resolution as an emergency measure. No measure making or amending a grant, renewal or extension of a franchise or other special privilege, shall ever be passed as an "emergency measure."

Section 3.07. Publication of Penal Ordinances.

- a. A penal ordinance is one wherein certain acts or omissions are defined as a crime, and a punishment provided therefor. A general ordinance, the violation of which is a misdemeanor as under any other ordinance, is not a penal ordinance.
- b. Each adopted penal ordinance, or its caption and penalty, shall be published one time in a newspaper of general circulation which is published in the City. The City shall also provide notice of the adoption of the ordinance at the City's website. Such ordinance so published in the newspaper shall take effect and be in force, from and after ten (10) days after publication thereof, unless a later time is expressly provided.

ARTICLE IV. NOMINATIONS AND ELECTIONS

Section 4.01. Municipal Elections.

The regular election for members of City Council shall be held as provided by state law, or as provided by ordinance adopted in accordance with state law. The Council may, in accordance with state law, order special elections.

Section 4.02. Elections.

The City shall conduct all elections in accordance with state law.

Section 4.03. Application for Candidacy.

Any person who lawfully qualifies and is a registered voter, may file an application for election for a Place on the City Council. The name of such candidate and Place for which he is filing will be affixed by the City Secretary at the time of issuance of an application form. Such application shall include a petition signed by not less than 100 qualified and registered voters of the City. The application and the signatures thereon as well as the affidavits of the circulators shall meet the requirements of state law. All papers comprising an application shall be assembled and filed with the City Secretary in accordance with state law. Signatures are not required where the application includes a filing fee of \$100.00. The City Secretary shall review the petition as required by state law and if the petition is found to be insufficient, the City Secretary shall return it immediately to the person who filed it, with a written statement certifying why the petition is found to be "insufficient." Within the time authorized by state law such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate. If the application complies with this section and state law, the City Secretary shall place such name on the ballot. Application forms shall be obtained from the City Secretary, as they are promulgated by the Texas Secretary of State.

Section 4.04. Places.

There shall be five places: One, Two, Three, Four, and Mayor.

Section 4.05. Ballots.

The names of candidates shall be placed on the ballot in accordance with state law.

Section 4.06. Election of Councilmembers by Plurality.

At the regular municipal election, the voters shall vote for one candidate for each place listed on the ballot. The candidate for each place listed on the ballot who shall have received the greatest number of votes for that place cast in such election shall be declared elected; and in case of a tie vote, by lot.

Section 4.07. Laws Governing City Elections.

All City elections shall be governed, except as otherwise provided by the Charter, by the laws of the State of Texas governing general and municipal elections, so far as same may be applicable thereto; and in event there should be any failure of the general laws of this Charter to provide for some feature of the City elections, then the City Council shall have the power to provide for such deficiency, and no informalities in conducting a City election shall invalidate the same, if it be conducted fairly and in substantial compliance with the general laws, where applicable, and the Charter and ordinances of the City.

Section 4.08. Canvassing Elections.

The City shall conduct an election canvass following a general or special election in accordance with state law.

ARTICLE V. RECALL, INITIATIVE, AND REFERENDUM

Section 5.01. General Authority.

- a. **Recall.** The qualified voters of the City shall have the power to petition for recall of the Mayor or any member of the City Council
- b. **Initiative.** The qualified voters of the City shall have power to propose ordinances to the City Council. Such power shall not extend to the budget or any capital program, or relating to appropriation of money, issuing of bonds, setting of utility rates and levy of taxes or salaries of City officers or employees, or any other ordinance not subject to initiative as provided by state statute or case law.
- c. **Referendum.** The qualified voters of the City shall have power to require reconsideration by the City Council of any adopted ordinance. Such power shall not extend to the budget or any capital program, or relating to appropriation of money, issuing of bonds, setting of utility rates and levy of taxes or salaries of City officers or employees, or any other ordinance not subject to referendum as provided by state statute or case law.

Section 5.02. Commencement of Petition; Petitioners' Committee; Affidavit.

Any three (3) qualified voters may commence recall, initiative, or referendum proceedings by filing with the City Secretary an affidavit stating they will constitute the petitioners committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent and naming the Councilmember(s) to be recalled or setting out in full the proposed initiative ordinance or citing the ordinances sought to be reconsidered.

Section 5.03. Scope of Recall.

Each Councilmember shall be subject to recall and removal from office by the qualified voters of the City.

Section 5.04. Petitions for Recall.

Before the question of recall of a Councilmember shall be submitted to the qualified voters of the City, a petition demanding such question to be so submitted shall first be filed with the City Secretary. The petition must contain the number of valid signatures of qualified voters totaling the greater of (a) five percent (5%) of the registered voters entitled to vote at the last City election, (b) thirty-five percent (35%) of the number of persons who voted in the most recent City election, but in no case fewer than the signatures from three-hundred (300) qualified voters registered to vote in the City. Each signer of such recall petition shall personally sign their name thereto and shall write after their name their place of residence, giving the name of the street and the number, and shall also write thereon the day, the month, and the year their signature was affixed.

Section 5.05. Form and Content of Recall Petition.

All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall comply with Chapter 277 of the Texas Election Code as it may be amended. The petition shall be addressed to the City Council and the content shall distinctly and specifically point to the ground(s) upon which such petition for removal is predicated. Further, said petition shall state distinctly and specifically the alleged action(s) and the factual circumstance(s) surrounding such action(s) taken by the Councilmember that warrant the charge as to give the Councilmember sought to be removed notice of the matter(s) and thing(s) with which the officer is charged. The signatures shall be verified by oath in the following form:

STATE OF TEXAS
COUNTY OF KERR

I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition, and that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person it purports to be.

Signature _____

Sworn and subscribed before me this _____ day of _____ 20__.

NOTARY PUBLIC, STATE OF TEXAS

My commission expires: _____

Section 5.06. Recall; Petition; Procedure.

- a. **Certificate of City Secretary.** Within thirty (30) days after the petition is filed, the City Secretary shall complete a certificate as to its sufficiency or insufficiency as mandated herein, specifying, if it is insufficient, the particulars wherein it is defective and shall within that thirty (30) day period send a copy of the certificate to the petitioners committee by certified mail or by hand delivery to a committee member.
- b. **Amendment.** A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners committee files a notice of intention to amend it with the City Secretary within five (5) days after receiving the copy of the certificate and files a supplementary petition upon additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of Section 4.05, and within five (5) days after it is filed, the Secretary shall complete a certificate as to the sufficiency of the petition as amended and send a copy of such certificate to the petitioners committee by certified mail or by hand delivery to a committee member as in the case of an original petition.
- c. **Presentation to Council.** When a recall petition has been fully determined sufficient, the City Secretary shall present the petition to City Council at its next regular meeting. If a petition or amended petition is certified insufficient and the petitioners committee does not elect to amend within the time required, the City Secretary shall at the next regular Council meeting present such certificate to the Council who shall then make the final determination as to whether or not the petition is insufficient.

Section 5.07. Public Hearing for Recall.

The Councilmember whose removal is sought may, within five (5) days after such recall petition has been presented to the City Council, request that a public hearing be held to permit the Councilmember to present the facts pertinent to the charges specified in the recall petition. In this event, the City Council shall order such public hearing to be held, not less than five (5) days nor more than fifteen (15) days after receiving such request for a public hearing.

Section 5.08. Calling of Recall Election.

If the Councilmember whose removal is sought does not resign, then the City Council shall for the next available election date, order an election for holding such recall election. If, after the recall election date is established, the Councilmember vacates the office, the election shall be cancelled, in accordance with state law.

Section 5.09. Ballots in Recall Election.

Ballots used at recall elections shall conform to the following requirements:

- a. With respect to the Councilmember whose removal is sought, the question shall be submitted:
 - “Shall _____ be removed from the office of _____ by recall?”
- b. Immediately below each such question, there shall be printed the following words, one above the other, in the order indicated:

“Yes”

“No”

Section 5.10. Result of Recall Election.

- a. If a majority of the votes cast at a recall election shall be “No”, that is against the recall of the Councilmember named on the ballot, the Councilmember shall continue in office for the remainder of his/her unexpired term, subject to recall as provided herein. If a majority of the votes cast at such election be “Yes”, that is for the recall of the Councilmember named on the ballot, the Councilmember shall, regardless of any technical defects in the recall petition, be deemed removed from office upon passing of the resolution canvassing the election, and the vacancy shall be filled in accordance with Section 2.04 above.
- b. Where a vacancy(s) occurs due to a recall election, the remaining Councilmembers, including where the remaining Councilmembers number two or less, shall appoint a qualified elector(s) for the recalled place(s), which such person(s) may serve only through the canvassing of the next municipal election. The appointed person(s) may choose to become a candidate at such election but in any case, the person elected at the election will only serve through the remainder term, if applicable.
- c. A Councilmember who is recalled is not eligible for appointment to Council in the period between the recall vote and the next election or, qualified for placement on the ballot for the immediately ensuing election.

Section 5.11. Initiative; Petition; Procedure.

- a. Qualified voters of the City may initiate legislation by ordinance by submitting a petition addressed to the City Council, which requests the submission of the proposed ordinance to a vote of the qualified voters of the City. The City Attorney shall review the petition for enforceability and legality. Said petition must contain the number of valid signatures totaling the greater of (a) five percent (5%) of the registered voters entitled to vote at the last City election, (b) thirty-five percent (35%) of the number of persons who voted in the

most recent City election, but in no case fewer than the signatures from three-hundred (300) qualified voters registered to vote in the City. Each copy of the petition shall have attached to it a copy of the full text of the proposed ordinance. The petition, its form and content, shall be the same as for recalls as provided in Section 5.05 above. The certification of the City Secretary, and any amendment to the petition and its presentation to City Council shall be the same as for recalls as provided in Section 5.06 above.

- b. When an initiative petition has been fully determined sufficient, City Council shall at its next regular meeting consider the proposed initiative ordinance. Upon presentation to the Council, Council shall, within sixty (60) days after the date the petition was finally determined sufficient and in accordance with the procedure required in Section 5.06 above, either pass and adopt such ordinance without alteration as to meaning or effect, or call for an election, to be held on a date allowed under the Texas Election Code, at which the qualified voters of the City shall vote on the question of adopting or rejecting the proposed ordinance. Unless otherwise provided by law, any election for an initiative under this Charter shall be held on the first authorized uniform election date that occurs after the seventieth (70th) calendar day after the City Council's decision to submit the ordinance to the voters.
- c. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Section 5.12. Referendum; Petition; Procedure; Effect Prior to Election.

- a. Qualified voters of the City may require that any ordinance, with the exception of ordinances dealing with any budget or any capital program, or relating to appropriation of money, issuing of bonds, setting of utility rates and levy of taxes or salaries of City officers or employees, or any other ordinance not subject to referendum as provided by state statute or case law, passed by the City Council be submitted to the voters of the City for approval or disapproval, by submitting a petition for this purpose within ten (10) days after the date the ordinance sought to be reconsidered was adopted. Said petition must contain the number of valid signatures totaling the greater of (a) five percent (5%) of the registered voters entitled to vote at the last City election, (b) thirty-five percent (35%) of the number of persons who voted in the most recent City election, but in no case fewer than the signatures from three-hundred (300) qualified voters registered to vote in the City. The petition, its form and content, shall be the same as for recalls as provided in Section 5.05 above. The certification of the City Secretary, any amendment to the petition and its presentation to City Council shall be the same as for recalls as provided in Section 5.06 above. Council shall either repeal the referred ordinance or submit the referred ordinance to the qualified voters of the City within thirty (30) days after the date the petition was finally determined sufficient.

- b. Pending the holding of such election, the ordinance shall be suspended from taking effect and shall not later take effect unless a majority of the qualified voters voting thereon at such election shall vote in favor thereof. Unless otherwise provided by law, any election for a referendum under this Charter shall be held on the first authorized uniform election date that occurs after the seventieth (70th) day after the decision by the City Council.
- c. If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

Section 5.13. Form of Ballots.

The ballots used when voting upon initiative or referendum shall set forth their nature sufficiently to identify them and shall also set forth, upon separate lines, the words:

“For the Ordinance”

“Against the Ordinance”

Section 5.14. Ordinances Passed by Popular Vote, Repeal or Amendment.

No ordinance which may have been passed by the City Council upon a petition or adopted by popular vote under the provisions of this Article may be repealed or amended by the City Council for a period of six (6) months from the date said ordinance became effective. An ordinance which may have been passed by the City Council upon a petition or adopted by popular vote under the provisions of this Article may be repealed or amended at any time in response to a referendum petition or by submission as provided by Section 5.16 below.

Section 5.15. Voluntary Submission of Legislation by the City Council.

The City Council, upon its own motion and by the affirmative vote of a majority of the full membership of the Council, may submit to popular vote at an election for adoption or rejection any proposed ordinance or resolution or measure, or may submit for repeal any existing ordinance, or resolution, or measure, in the same manner and with the same force and effect as provided in this Article for submission of initiative and referendum petitions, and may, at its discretion, call for an election for this purpose on an authorized uniform election date as provided by state law.

Section 5.16. Publicity for Ordinances Submitted to Voters.

The City Secretary, at least fifteen (15) days before any election at which any ordinance is to be submitted to the voters, shall have printed in a newspaper of general circulation published in the City the caption of all ordinances submitted. The full text of all ordinances shall be made available for public review in the office of the City Secretary, at the City’s library, and linked on the City’s website. The text of every ordinance shall also be displayed at the polling place in such election; but the validity of an ordinance approved by the electors shall not be questioned because of errors or irregularities in publication or display.

ARTICLE VI. ADMINISTRATIVE SERVICE

Section 6.01. City Manager.

The Council shall appoint an officer whose title shall be City Manager and who shall be chief executive and the head of the administrative branch of the City government. By letter filed with the City Secretary, the Manager shall designate, subject to approval of the Council, a qualified City administrative officer to exercise the powers and perform the duties of manager during periods of his temporary absence or disability. The Council may annul such designation at any time and appoint another officer for the City to serve until the Manager shall return from his absence or until his disability shall cease. The Manager shall receive such compensation as may be fixed by the City Council.

Section 6.02. Qualifications.

The City Manager shall be chosen by the Council solely on the basis of his executive and administrative qualifications with special reference to his actual experience in, or his knowledge of, accepted practice in respect to the duties of his office as hereinafter outlined. At the time of his appointment, he need not be a resident of the City or state, but during his tenure of office he shall reside within the City. No person elected to membership on the Council shall, subsequent to such election, be eligible for appointment as City Manager until one year has elapsed following the expiration of the term for which he was elected.

Section 6.03. Term and Removal.

The City Manager shall hold his office subject to the provisions set forth below, at the will and pleasure of the City Council. A majority of the members of the City Council may remove the City Manager, except that no City Manager who has been in the service of the City for more than one year prior to a regular City election shall be removed within sixty (60) days subsequent to such election except by a four-fifths vote of the members of the City Council. If removed at any time after he has served six months, the City Manager may demand a hearing at a public meeting of the City Council prior to the date on which his final removal shall take effect, but pending and during such hearing the City Council may suspend him from office. The action of the City Council in suspending or removing the City Manager shall be final, since it is the intention of this Charter to vest all authority and fix all responsibility for any such suspension or removal wholly in the City Council.

Section 6.04. General Powers and Duties of the Manager.

The City Manager shall be the chief executive officer of the City, responsible to the Council for the management of all City affairs placed in the manager's charge by or under this Charter. The City Manager shall:

- a. Appoint and suspend or remove all City employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law or this

Charter. The City Manager may authorize any administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;

- b. Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law;
- c. Attend all City Council meetings. The City Manager shall have the right to take part in discussion but shall not vote;
- d. See that all laws, provisions of this Charter and acts of the City Council, subject to enforcement by the City Manager or by officers subject to the manager's direction and supervision, are faithfully executed;
- e. Prepare and submit the annual budget and capital program to the City Council, and implement the final budget approved by Council to achieve the goals of the City;
- f. Submit to the City Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
- g. Make such other reports as the City Council may require concerning operations;
- h. Keep the City Council fully advised as to the financial condition and future needs of the City;
- i. Make recommendations to the City Council concerning the affairs of the City and facilitate the work of the City Council in developing policy;
- j. Provide staff support services for the Mayor and Councilmembers;
- k. Assist the Council to develop long-term goals for the City and strategies to implement these goals;
- l. Encourage and provide staff support for regional and intergovernmental cooperation;
- m. Promote partnerships among Council, staff, and citizens in developing public policy and building a sense of community; and
- n. Perform such other duties as are specified in this Charter or may be required by the City Council.

Section 6.05. Council not to Interfere in Appointments or Removals.

Neither the Council nor any of its committees or members shall direct or request the appointment of any person to, or his removal from, office by the City Manager or any of his subordinates; or,

except as is or may be otherwise provided under the terms of this Charter, in any manner take part in the appointment or removal of officers and employees in the administrative service of the City. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the Manager, and neither the Council nor any member thereof shall give orders to any subordinate of the City Manager either publicly or privately. Any violation of the provisions of this section by a member of the Council shall subject him to whatever discipline the remaining members of the Council may under the terms of Section 3.04 see fit to impose upon him.

Section 6.06. Right of Manager and Other Officers in Council.

The City Manager, and such department heads and other officers of the City may be designated by vote of the Council, shall be entitled to seats in the Council except at executive meetings, but shall have no vote therein. The Manager shall have the right to take part in the discussion of all matters coming before the Council, and such department heads and other officers who by designation of the Council are entitled to seats in the Council, shall be entitled to take part in all discussions of the Council relating to their respective departments and offices.

Section 6.07. Administrative Departments.

The City Manager shall have the responsibility to organize the various departments within the City as may be needed to fulfill the requirements and needs of the City, subject to the approval of the City Council.

Section 6.08. Investigations by Council or Manager.

The Council or the Manager shall have power to inquire into the conduct of any department, office or officer of the City, and to make investigations as to municipal affairs, and for that purpose only, the Council or the Manager may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence, and it shall be the duty of the City Manager to designate a police officer to serve such subpoena.

ARTICLE VII. CITY ATTORNEY

Section 7.01. City Attorney-Qualifications.

The City Council shall appoint a City Attorney from recommendations of the City Manager, or by any member of the City Council. The City Attorney shall receive for his services such compensation as may be determined by the City Council. The City Attorney shall be in charge of all legal questions as may arise within the City, or by members of the City Council. The City Attorney shall be a qualified attorney who is duly licensed to practice law in the State of Texas. The City Attorney shall be the chief legal advisor of and attorney for the City and all departments and officers thereof in matters relating to their official powers and duties. It shall be the City Attorney's duty either personally or by such assistants as the City Attorney may delegate, to perform all services incident to the legal matters of the City. The City Attorney will

attend such City Council meetings as needed when requested; to give advice in writing when so requested by the Council or City Manager, or by a department head when needed to clarify positions or actions. The City Attorney will act as legal counsel, or defend or prosecute as the case may be, all offenses against the law as defined by ordinances, or other laws of the City or state, as may be required. The City Attorney will review all contracts, bonds and other instruments in writing in which the City is concerned, and endorse on each his approval of the form and correctness thereof, and perform such other duties of a legal nature as maybe determined by the City Council. In addition to the duties imposed upon the City Attorney by this Charter or required of the City Attorney by ordinance or resolution of the City Council, the City Attorney shall perform any duties imposed upon the legal officers of the Municipal Court when or if needed. The City Attorney shall have authority to appoint one or more assistants, subject to approval of the City Council. The performance of the City Attorney and assistants shall be reviewed annually by the City Council, and their reappointment or dismissal shall be made at that time. The City Attorney and his assistants, may be removed at any time by majority vote of the City Council. Notwithstanding the above provisions, the City Council may engage special legal counsel to represent the City of Kerrville in any specific matter or for the performance of any specifically delineated duties otherwise to be performed by the City Attorney.

ARTICLE VIII. FINANCIAL MANAGEMENT

Section 8.01. Development and Submission of City Budget and Budget Message.

The City Manager shall prepare each year a budget to cover all proposed expenditures of the government of the City for the succeeding year. Such budget shall be carefully itemized so as to make as clear a comparison as practicable between expenditures included in the proposed budget and actual expenditures for the same or similar purposes for the preceding year. The budget shall also show as definitely as possible each of the various projects for which appropriations are set up in the budget, and the estimated amount of money carried in the budget for each of these projects. The budget shall also contain a complete financial statement of the City showing all outstanding obligations of the City, the cash on hand to the credit of each and every fund, the funds received from all sources during the previous year, the funds available from all sources during the ensuing year, the estimated revenue available to cover the proposed budget, and the estimated rate of tax which will be required.

On or before the 31st day of July of each year, the City Manager shall submit to the City Council and City Secretary a budget for the ensuing fiscal year and an accompanying budget message. The full text of the proposed budget and message shall be made available for public review in the office of the City Secretary, at the City's library, and prominently linked on the City's website.

Section 8.02. Fiscal Year.

The fiscal year of the City government shall begin on the first day of October each year and shall end on the last day of September the following year. Such year shall constitute the budget year of the City government.

Section 8.03. Budget Message.

The City Manager's budget message shall explain the budget both in fiscal terms and in terms of the work programs, linking those programs to organizational goals and community priorities. It shall outline the proposed financial policies of the City for the ensuing fiscal year and the impact of those policies on future years. It shall describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the City's debt position, including factors affecting the ability to raise resources through debt issues, and include such other material as the City Manager deems desirable.

Section 8.04. City Council Action on Budget.

- a. **Notice and Hearing.** The City Council shall publish the general summary of the budget and a notice stating:
 1. The times and places where copies of the message and budget are available for inspection by the public, and
 2. The time and place, not less than two weeks after such publication, for a public hearing(s) on the budget.
- b. **Amendment Before Adoption.** After the public hearing, the City Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for an estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than total estimated income.
- c. **Adoption.** The City Council shall adopt the budget on or before the 30th day of September of the fiscal year currently ending. If it fails to adopt the budget by this date, the budget proposed by the City Manager shall go into effect.
- d. **"Publish" defined.** As used in this section, the term "publish" means to print in the contemporary means of information sharing, which includes, a newspaper of general circulation which is published in the City, and on the City's website. In addition, the budget shall be made available in the office of the City Secretary and in the City's library.

Section 8.05. Budget.

The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable or the City Council may require for effective management and an understanding of the relationship between the budget and the City's strategic goals. The budget

shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy; and all proposed expenditures, including the amount of salary or compensation of officers and employees and debt service for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate in separate sections:

- a. The proposed goals and expenditures for current operations during the ensuing fiscal year, detailed for each fund by department or by other organization unit, and program, purpose or activity, method of financing such expenditures, and methods to measure outcomes and performance related to the goals;
- b. Proposed longer-term goals and capital expenditures during the ensuing fiscal year, detailed for each fund by department or by other organization unit when practicable, the proposed method of financing each such capital expenditure, and methods to measure outcomes and performance related to the goals; and
- c. The proposed goals, anticipated income and expense, profit and loss for the ensuing year for each utility or other enterprise fund or internal service fund operated by the City, and methods to measure outcomes and performance related to the goals. For any fund, the total of proposed expenditures shall not exceed the total of estimated income plus carried forward fund balance exclusive of reserves.

Section 8.06. Appropriation and Revenue Ordinances.

To implement the adopted budget, the City Council shall adopt, prior to the beginning of the fiscal year.

- a. an appropriation ordinance making appropriations by department, fund, or other organizational unit and authorizing an allocation for each program or activity; and
- b. a tax levy ordinance authorizing the property tax levy or levies and setting the tax rate or rates.

Section 8.07. Amendments after Adoption.

- a. **Supplemental Appropriations.** If during or before the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Council by ordinance may make supplemental appropriations for the year up to the amount of such excess.
- b. **Emergency Appropriations.** To address a public emergency affecting life, health, property, or the public peace, the City Council may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of Section 3.06 above. To the extent that there are no available unappropriated revenues or a sufficient fund balance to meet such appropriations, the

Council may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid or refinanced as long-term debt not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

- c. **Reduction of Appropriations.** If at any time during the fiscal year it appears probable to the City Manager that the revenues or fund balances available will be insufficient to finance the expenditures for which appropriations have been authorized, the manager shall report to the City Council without delay, indicating the estimated amount of the deficit, any remedial action taken by the manager and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or reduce any deficit and for that purpose it may by ordinance reduce or eliminate one or more appropriations.
- d. **Transfer of Appropriations.** At any time during the fiscal year, the City Council may by ordinance transfer part or all of the unencumbered appropriation balance from one department, fund, or organizational unit to the appropriation for other departments or organizational units or a new appropriation. The manager may transfer funds among programs within a department, fund, or organizational unit and shall report such transfers to the Council in writing in a timely manner.
- e. **Limitation; Effective Date.** No appropriation for debt service may be reduced or transferred, except to the extent that the debt is refinanced and less debt service is required, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

Section 8.08. Independent Audit.

As soon as practicable after the close of each fiscal year, an independent audit shall be made of all accounts of the City government by certified public accountants, to be selected by the Council, who have no personal interest directly or indirectly in the financial affairs of the City government. The results of this audit shall be published immediately upon its completion.

ARTICLE IX. MUNICIPAL COURT

Section 9.01. Creation and Jurisdiction.

There is hereby established a Municipal Court of the City of Kerrville, Texas, which shall have such jurisdiction and powers as are given and prescribed by the laws of Texas.

Section 9.02. Municipal Court Judge.

The Municipal Judge shall preside over the Municipal Court. He shall be appointed by the City Council. The Judge shall be appointed for a term not to exceed two (2) years, and shall hold office at the pleasure of the City Council. If for any reason the Judge shall temporarily fail to act, the Mayor or Mayor Pro Tem of the City is hereby authorized to appoint a replacement who shall act in the place of the Judge and who shall have all of the powers and discharge all of the duties of said office. During either twelve (12) month period beginning at the date of appointment, more than two (2) consecutive or six (6) total absences over and above prior approved vacation and sick leave, shall be cause for automatic removal from office by the City Council. The Judge, or anyone acting in his place, shall receive such compensation as may be determined by the City Council.

Section 9.03. Municipal Court Clerk.

There shall be a clerk or clerks of said Court who shall be appointed and who may be removed by the City Manager. The said Clerk shall have authority to administer oaths and affirmations.

ARTICLE X. BOARDS, COMMISSIONS, AND COMMITTEES

Section 10.01. Creation of Boards, Commissions, and Committees.

The City Council may create and provide for such Boards, Commissions, and/or Committees as the City Council may deem appropriate or necessary to accomplish and further any lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety, and convenience of the City or its inhabitants. In establishing any such Board, Commission, or Committee, the Council shall determine the qualifications as necessary.

ARTICLE XI. TAXATION

Section 11.01. Power to Tax.

The City Council shall have the power, not inconsistent with state laws, as amended from time to time, to levy, assess and collect taxes upon taxable properties, real, personal tangible, and intangible; and to levy, assess and collect occupation, sales, and other taxes.

Section 11.02. Property Subject to Tax.

The City Council through the passing of such ordinances as may be required, formulate the procedures for assessing and collecting all authorized taxes.

ARTICLE XII. CONDEMNATION AND SPECIAL ASSESSMENTS

Section 12.01. Power of Condemnation and Special Assessments.

The City Council shall have the power, not inconsistent with state laws, as amended from time to time, to acquire property by condemnation and to provide payment of all or part of the costs of public improvements by levying and collecting of special assessments upon properties specially benefited.

Section 12.02. Procedures for Condemnation and Assessing.

The City Council, through the passing of ordinances as may be required, shall formulate the procedures for condemnation and for assessing and collecting special assessments.

ARTICLE XIII. PUBLIC UTILITIES

Section 13.01. Powers of the City.

In addition to the City's power to buy, own, construct, maintain, and operate utilities and to manufacture and distribute electricity, gas, or anything else that may be needed or used by the public (see powers made part of this Charter in Section 1.02), the City shall have such further powers as may now or hereafter be granted under the Constitution and of the State of Texas.

Section 13.02. Franchises-Powers of the City Council.

The City Council shall have power by ordinance to grant, amend, renew, and extend all franchises, and to regulate all public utilities of every character within the City of Kerrville, and for such purposes is granted full power. All ordinances granting, amending, renewing, or extending franchises for public utilities, shall be read at three (3) separate regular meetings of the City Council, and shall not be finally passed until thirty (30) days after the first reading; and no such ordinance shall take effect until sixty (60) days after final passage, unless otherwise provided by state law; and pending such time, the ordinance shall be published by caption (not full text) as prescribed by state law once each week for four (4) consecutive weeks in the official newspaper published in the City of Kerrville, and the expense of such publication shall be borne by the proponent of the franchise. No public utility franchise shall be transferred except upon the approval of the City Council expressed by ordinance; and copies of all transfers and mortgages or other documents affecting the title or use of public utilities shall be filed with the City Manager within ten (10) days after the execution thereof. Such franchise shall not be transferred indirectly through the acquisition of the capital stock of the grantee company by another corporation, except through the approval by City Council and the filing of all documents relating to the purchase of such stock, including the corporation affiliations of the purchasing company.

Section 13.03. Term and Plan of Purchase.

Any public utility franchise may be terminated by ordinance at specified intervals of not more than five (5) years after the beginning of operation, whenever the City shall determine to acquire by condemnation or otherwise the property of such utility necessarily used in or conveniently useful for the operation thereof within the City limits. The method of determining the price to be paid for the public utility property shall be fixed in the ordinance granting the franchise.

Section 13.04. Right of Regulation.

All grants, renewals, extensions, or amendments of public utility franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the City:

- a. To repeal the same by ordinance at any time for misuse or nonuse, or for failure to begin construction within the time prescribed or otherwise to comply with the terms prescribed.
- b. To require proper and adequate extension of plan and service, and the maintenance of the plant and fixtures at the highest practicable standard of efficiency.
- c. To establish reasonable standards of service and quality of service and quality of products and prevent unjust discrimination in service or rates.
- d. To prescribe the form of accounts and at any time to examine and audit the accounts and other records of any such utility and to require annual and other reports by each such public utility provided, that if a public service commission or any other authority shall be given the power by law to prescribe the forms of accounts for public utilities throughout the state or throughout any district of which the City is a part, the forms so prescribed shall be controlling so far as they go, but the Council may prescribe other and more detailed forms for the utilities within its jurisdiction.
- e. To impose such other regulations as may be conducive to the safety, welfare, and accommodation of the public.

Section 13.05. Consent of Property Owners.

The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance or operation of any public utility, but any property owner shall be entitled to recover from the owner of such public utility the actual amount of damages to such property on account thereof less any benefits received therefrom, provided suit is commenced within two (2) years after the project is completed.

Section 13.06. Revocable Permits.

Permits revocable at the will of the Council for such minor or temporary public utility privileges as may be specified by general ordinance may be granted and revoked by the Council from time

to time in accordance with the terms and conditions to be prescribed thereby; and such permits shall not be deemed to be franchises as the term is used in this Charter. Such general ordinance, however, shall be subject to the same procedure as an ordinance granting a franchise and shall not be passed as an emergency measure.

Section 13.07. Extensions.

All extensions of public utilities within the City limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all obligations and reserved rights contained in this Charter and in any original grant hereafter made. The right to use and maintain any extension shall terminate with the original grant and shall be terminable as provided in Section 16.04. In case of an extension of a public utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.

Section 13.08. Other Conditions.

Every public utility franchise hereafter granted shall be held subject to all the terms and conditions contained in the various sections of this article, whether or not such terms are specifically mentioned in the franchise. Nothing in this Charter shall operate to limit in any way, except as specifically stated, the discretion of the Council or the electors of the City in imposing terms and conditions in connection with any franchise grant.

Section 13.09. Franchise Records.

Every public utility and every owner of a public utility franchise shall file with the City, as maybe prescribed by ordinance, certified copies of all franchises owned or claimed, or under which such utility is operated. The City shall compile and maintain a public record of utility franchises and of all public utility fixtures in the streets of the City.

Section 13.10. Accounts of Municipally Owned Utilities.

Accounts shall be kept for each public utility owned or operated by the City and the City Council shall publish annually notice of the availability of reports and independent audits concerning such accounts, and shall display the entirety of such reports and audits on the City's website, at its library, and in the office of the City Secretary.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

Section 14.01. Publicity of Records.

All records of the City, except those protected by executive sessions, or state and federal statutes, shall be open to inspection by any person during the regular posted office hours of the City Hall.

Section 14.02. Personal Financial Interest.

The City Council as well as officers and employees of the City, shall comply with state law regarding personal, financial, or conflicting interests, including Chapter 171 of the Texas Local Government Code.

Section 14.03. Official Bonds.

The Director of Finance, and such other officers or employees as the Council may by general ordinance require so to do, shall give bond in such amount and with such surety as may be approved by the Council. The premiums on such bonds may be paid by the City.

Section 14.04. Oath of Office.

Every officer of the City shall, before entering upon the duties of his office, take and subscribe to an oath or affirmation, as provided by state law, to be filed and kept in the office of the City Secretary.

Section 14.05. Power of the City to Enforce Ordinances.

The City may enforce its ordinances by fines not exceeding limits established by state statutes, and may also provide by ordinance for the commutation of such fines by labor in a work house or on any public work or place in the City, but no ordinance shall provide a lesser penalty than is prescribed for a like offense by the laws of the state. Provisions may also be made by ordinance for the collections of fines imposed and executions issued in civil cases.

Section 14.06. Amending the Charter.

Amendments to this Charter may be framed and submitted to the voters of the City in any manner provided by state law.

Section 14.07. Review of Charter; Charter Review Commission.

- a. The Charter shall be reviewed at five (5) year intervals, or sooner where the City Council believes it necessary. For each five-year review, the City Council shall appoint a Charter Review Commission of seven (7) residents of the City. The Commission shall have the following duties:
 1. Consider the operation of the City government under the Charter and determine whether any Charter sections require revision. To this end, at least one public hearing shall be held and the Commission shall have the power to compel the attendance of any officer or employee of the City and to require the submission of any of the City records which it may deem necessary to the conduct of such hearing.
 2. Propose recommendations, if any, it deems desirable to ensure compliance with the Charter by the City government.

3. Propose amendments, if any, to the Charter to improve the effective application of the Charter to current conditions and operations.
4. Report its finding and present its proposed amendments, if any, to the City Council.
- b. The term of office of the Charter Review Commission shall be six months but may be extended as necessary by City Council.

Section 14.08. Rearrangement and Renumbering.

The City Council shall have the power, by ordinance, to renumber and rearrange all articles, sections and paragraphs of this Charter or any amendments thereto, as it deems appropriate, and upon the passage of such ordinance, a copy thereof certified by the City Secretary shall be forwarded to the Secretary of State for filing.

Section 14.09. Meaning of Words and Designations.

All words and designations used in this Charter are to be taken and construed in the sense in which they are understood in common language, taking into consideration the context and subject matter relative to which they are employed.

Section 14.10. Savings Clause.

If any part of this Charter shall be declared invalid by a court of competent jurisdiction, such judgment shall not invalidate the remainder of the Charter. The provisions of this Charter shall supersede all laws and ordinances not consistent herewith, insofar as the City of Kerrville is affected thereby.

ADOPTED: February 25, 1942
AMENDED: January 10, 1973
AMENDED: April 3, 1975
AMENDED: April 10, 1984
AMENDED: April 7, 1987
AMENDED: May 9, 1989
AMENDED: May 5, 1992
AMENDED: May 4, 1999
AMENDED: May 20, 2008
AMENDED: June 10, 2014

CERTIFICATE OF SECRETARY OF STATE DATED:
March 3, 1942
April 25, 1973
February 13, 1976
May 14, 1984
April 28, 1987

January 10, 1990
October 16, 1992
May 27, 1999
June 17, 2008
_____, 2014

Agenda Item:

7A. Ordinance No. 2014-13, amending the budget for fiscal year 2014 to allocate funds for various capital improvement projects. (staff)

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

SUBJECT: First reading of an ordinance amending the FY2014 Budget

FOR AGENDA OF: June 10, 2014

DATE SUBMITTED: June 3, 2014

SUBMITTED BY: Sandra Yarbrough
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Ordinance Amending FY2014 Budget
Attachment A – detailing changes

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The attached ordinance provides for the third amendment to the FY2014 budget, and includes budget amendments as per Attachment A.

RECOMMENDED ACTION

It is recommended that the City Council approve the first reading of an ordinance amending the FY2014 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2014-13**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2014
TO ALLOCATE FUNDS FOR VARIOUS CAPITAL IMPROVEMENT
PROJECTS**

WHEREAS, Ordinance No. 2013-17, dated September 24, 2013, adopted the Fiscal Year 2014 Budget; and

WHEREAS, the City Manager proposes that City Council allocate funds to account for various upcoming capital improvement projects that will continue through the beginning of the next fiscal year and, to allocate funds within the water and sewer funds to account for the ending and beginning of several capital improvement projects; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that amending the City's Fiscal Year 2014 Budget is in the best interest of the citizens of the City of Kerrville;

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

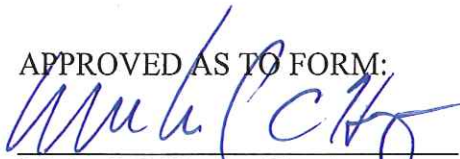
In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2014 is amended as set forth in **Attachment A**.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2014.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of _____, A.D., 2014.

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Attachment A - Budget Amendment - June 2014

Fund Name	Account Number	Adjustment description	Amount
General Fund	01-870-202	Repair roof and mechanical at Police department building	\$ (200,000.00)
General Fund	01-800-970	Repair roof and mechanical at Police department building	\$ 200,000.00
General CIP Fund	70-7001	Repair roof and mechanical at Police department building - Project #B12	\$ 200,000.00
		<i>Move funds to CIP Fund - job will not be completed by 9/30/14</i>	
General Fund	01-870-202	Repair roof and painting at City Garage	\$ (30,000.00)
General Fund	01-800-901	Repair roof and painting at City Garage	\$ 30,000.00
General CIP Fund	70-7001	Repair roof and painting at City Garage - Project #B13	\$ 30,000.00
		<i>Move funds to CIP Fund - job will not be completed by 9/30/14</i>	
General Fund	01-870-502	Building design - UTC/Purchasing building	\$ (37,000.00)
General Fund	01-800-971	Building design - UTC/Purchasing building	\$ 37,000.00
Water and Sewer Fund	02-890-502	Building design - UTC/Purchasing building	\$ (113,000.00)
Water and Sewer Fund	02-800-971	Building design - UTC/Purchasing building	\$ 113,000.00
W/S CIP Fund	71-7001	Building design - UTC/Purchasing building - Project #U04	\$ 37,000.00
W/S CIP Fund	71-7002	Building design - UTC/Purchasing building - Project #U04	\$ 113,000.00
		<i>Move funds to CIP Fund - job will not be completed by 9/30/14</i>	
Water and Sewer Fund	02-890-502	Wastewater building finish out	\$ (70,000.00)
Water and Sewer Fund	02-800-971	Wastewater building finish out	\$ 70,000.00
W/S CIP Fund	71-7002	Wastewater building finish out - Project #U05	\$ 70,000.00
		<i>Move funds to CIP Fund - job will not be completed by 9/30/14</i>	
W/S CIP Fund		Increase Project #W92	\$ 976,250.78
		Decrease Project #W98	\$ (269,498.91)
		Decrease Project #U01	\$ (126,814.00)
		Unallocated bond proceeds	\$ (579,937.87)
		<i>Jefferson Lift Station project -Phase 2 Net change in W/S CIP Fund</i>	\$ -

Agenda Item:

8A. Resolution No. 18-2014 adopting the City of Kerrville Chapter 380 economic development program. (staff)

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

SUBJECT: Resolution No. 18-2014 Adopting the City of Kerrville Chapter 380 Economic Development Program

FOR AGENDA OF: June 10, 2014 **DATE SUBMITTED:** June 5, 2014

SUBMITTED BY: Ashlea Boyle *AB* **CLEARANCES:** Todd Parton, City Manager
Special Projects Manager Mike Hayes, City Attorney

EXHIBITS:

Resolution No. 18-2014

City of Kerrville Chapter 380 Economic Development Program Policies and Procedures

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The City of Kerrville is committed to the promotion and retention of high quality development in the City and to ongoing and continuous improvements to the quality of life for its citizens. In 2011, the City developed an economic development policy designed to encourage high quality business, commercial, and manufacturing concerns to remain, expand, and locate within the City. The City seeks to enhance its economic development efforts to attract and retain high quality development and jobs by establishing a Chapter 380 Economic Development Program Policies and Procedures, in accordance with Chapter 380, Texas Local Government Code. City staff and the Kerr Economic Development Corporation (KEDC) have developed this program to use as an economic tool and as means for promoting economic development.

On May 27, 2014, the Chapter 380 Economic Development Program Policies and Procedures were considered by the City Council. Staff was directed to make a few minor changes for clarity and to bring this item back to Council after the KEDC Board approved the policy. The changes are indicated in red below under the Program Requirements section.

I. Program Requirements.

A. To be considered for incentives under this Program, a project must ~~at least~~ meet at least one of the following minimum requirements:

1. Either the project:

- a. will result in a minimum increased taxable value for the City of \$200,000.00 in real and business personal property, excluding inventory and supplies;
- b. will provide employment opportunities where a majority of the positions are offered at an average hourly rate that is greater than the median income for wage-earners within Kerr County, as determined by the most recent report of a state or federal agency; and/or
- c. is specifically determined by resolution of the City Council to bring benefit to the City consistent with the General Statement of Purpose and Policy as stated in Section I, above; and

2. In addition, the project may consist of one of the following:

- a. is a “targeted industry” according to the City’s economic development policy or the targeted industry strategy as determined by the Kerrville Economic Development Corporation (“KEDC”);
- b. will make a unique or unequalled contribution to development or redevelopment efforts in the City due to its magnitude, significance to the community, or aesthetic quality; and/or
- c. will enhance the City’s fiscal ability to provide high quality municipal services for the safety, comfort, and enjoyment of City residents.

The KEDC Board approved the policy on June 5, 2014 at its regular meeting.

Attached with the policy is a resolution adopting the Chapter 380 Economic Development Program.

RECOMMENDED ACTION

Staff recommends approval of Resolution No. 18-2014 adopting the City of Kerrville Chapter 380 Economic Development Program.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 18-2014**

**A RESOLUTION ADOPTING THE CITY OF KERRVILLE
CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM**

WHEREAS, the City Council recognizes that fostering a vibrant, thriving local economy is critical to the future of this City; and

WHEREAS, toward that end, the City continues working on and prioritizing the nurturing of local businesses, encouraging entrepreneurship, advancing commerce, and creating jobs; and

WHEREAS, Texas law offers many options for local leaders seeking to generate economic development and opportunity; and

WHEREAS, some of those options include the Section 4B Economic Development Sales Tax and the Hotel Occupancy Tax, both of which the City has adopted to generate funding to be used for economic development activities and to increase tourism, respectively; and

WHEREAS, Chapter 380 of the Texas Local Government Code ("Chapter 380") provides significant legislative authority for Texas municipalities in the area of economic development; and

WHEREAS, Chapter 380 authorizes Texas cities to provide grants or loans of city funds or services in order to promote economic development; and

WHEREAS, Chapter 380 requires that in order for a city to provide a grant or a loan, it must "establish a program" to implement the incentive; and

WHEREAS, such a program should be outlined in a written document that includes, at a minimum, safeguards to help ensure that a public purpose is served by any incentive; and

WHEREAS, City staff recommends that the City adopt a Chapter 380 program to use as an economic tool and as a means promoting economic development; and

WHEREAS, City staff has developed the *City of Kerrville Chapter 380 Economic Development Program* and recommends its adoption by the City Council; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that it is in the public interest to adopt the *City of Kerrville Chapter 380 Economic Development Program*;

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

The *City of Kerrville Chapter 380 Economic Development Program*, the provisions of which are set forth in **Exhibit A** attached hereto and incorporated herein by reference, is approved and adopted.

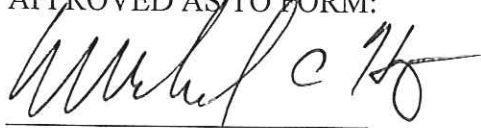
PASSED AND APPROVED ON this the ____ day of _____, 2014, A.D.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda Craig, City Secretary

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Michael C. Hayes", written over a horizontal line.

Michael C. Hayes, City Attorney

**CITY OF KERRVILLE CHAPTER 380 ECONOMIC
DEVELOPMENT PROGRAM**

I. General Statement of Purpose and Policy.

A. The City of Kerrville ("City") is committed to the promotion and retention of high quality development in the City and to ongoing and continuous improvements to the quality of life for its citizens. The City has previously developed an economic development policy¹ designed to encourage high quality business, commercial, and manufacturing concerns to remain, expand, and locate within the City. The City seeks to enhance its economic development efforts to attract and retain high quality development and jobs by establishing this, its *Chapter 380 Economic Development Program Policies and Procedures* ("Program"), in accordance with Chapter 380, Texas Local Government Code.

B. The City establishes this Program in an effort to develop and expand its local economy by promoting and encouraging development and redevelopment that enhance the City's economic base and a higher quality of life, diversifying and expanding job opportunities, or by promoting and encouraging projects that create additional revenue for the City without substantially increasing demand on City services or infrastructure. The ultimate goal and public purpose of this Program is to protect and enhance the City's fiscal ability to provide high quality municipal services for the safety, comfort, and enjoyment of City residents.

C. In furtherance of these objectives, the City will, on a case-by-case basis, consider providing economic incentives to applicants in accordance with this Program as authorized by Chapter 380 of the Texas Local Government Code.

D. Nothing in this Program is intended to imply or suggest that the City is obligated to provide economic incentives to an applicant. The City will consider each applicant on a case-by-case basis. The City's decision to approve or deny economic incentives is at the sole discretion of the City Council. Each applicant granted economic incentives pursuant to this Program must enter into an agreement with the City containing all terms required by this Program, other applicable City policies, and by state law to protect the public interest of receiving a public benefit in exchange for public funds, assets, and services invested to stimulate economic development in the City.

II. Program Requirements.

A. To be considered for incentives under this Program, a project must ~~at least meet~~ at least one of the following minimum requirements:

1. Either the project:

¹ See *Economic Development Strategy*, as adopted on or about March 18, 2011.

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- a. will result in a minimum increased taxable value for the City of \$200,000.00 in real and business personal property, excluding inventory and supplies;
 - b. will provide employment opportunities where a majority of the positions are offered at an average hourly rate that is greater than the median income for wage-earners within Kerr County, as determined by the most recent report of a state or federal agency; and/or
 - c. is specifically determined by resolution of the City Council to bring benefit to the City consistent with the General Statement of Purpose and Policy as stated in Section I, above; and
2. In addition, the project may consist of one of the following:
- a. is a “targeted industry” according to the City’s economic development policy or the targeted industry strategy as determined by the Kerrville Economic Development Corporation (“KEDC”);
 - b. will make a unique or unequalled contribution to development or redevelopment efforts in the City due to its magnitude, significance to the community, or aesthetic quality; and/or
 - c. will enhance the City’s fiscal ability to provide high quality municipal services for the safety, comfort, and enjoyment of City residents.

B. A project is not eligible for incentives under this Program if a building permit has been issued for the project prior to making application under this Program.

C. The City may provide incentives in accordance with this Program but only to the extent that the revenue realized by the City and attributable to a project exceeds a minimum amount established by an agreement. The public benefit or amount of revenue realized by the City and attributable to a project must be commensurate with the value of any incentives granted under this Program.

III. Additional Considerations.

City Council may consider the following additional factors in determining whether to authorize an agreement for incentives for a project:

- A.** the number and types of jobs to be retained or created;
- B.** the financial capacity of the applicant to undertake and complete the proposed project;
- C.** other incentive programs for which the applicant has applied or is qualified;
- D.** the market conditions and growth potential for the business activity; and/or

E. any other factors that the City Council finds helpful or relevant to accomplishing the City's economic objectives.

IV. Application Process.

A. An application for consideration as a project must be made on a form(s) supplied by KEDC. KEDC and/or the City may require an applicant to provide additional information to show compliance with the requirements of this Program and the terms of an agreement. If KEDC determines that an applicant has met the Program requirements, the Executive Director will prepare proposed terms of an agreement and make a presentation to the City Council.

B. The City Council may consider a proposed agreement and may take action on a proposal as it deems appropriate in its sole discretion. Nothing in this Program and nothing in the application form and process creates any property, contract, or other legal right in any person to have the City Council consider or grant incentives.

V. Agreement Terms.

An agreement for any project must include:

A. a timetable and list of the kind of improvements or development that the project will include and conditions to assure that the project meets or exceeds the City's requirements pertaining to property values and revenues, which may not be less than the minimum requirements established in II above;

B. a complete description of the location of the proposed project;

C. a timetable and list of the kind and amount of property values, revenues, incomes or other public benefits that the proposed project will provide;

D. the duration the agreement;

E. a provision identifying the method for calculating and source of funding for any grant, loan, or other incentives provided in the Agreement;

F. a provision providing a tangible means for measuring whether the applicant and other responsible parties have met their obligations under the agreement;

G. a provision providing for access to and authorizing inspection of the property and applicant's pertinent business records by a City representative in order to determine compliance with the agreement;

H. a provision for cancellation of the agreement and/or nonpayment of incentives if a Program is determined not to be in compliance with an agreement;

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I. a provision for recapturing City funds granted or loaned, or for recapturing the value of other public assets granted or loaned, if the applicant does not meet its duties and obligations under the terms of the Agreement;

J. a provision that allows assignment of the agreement with prior written approval of the City Council or without the prior written approval of the City Council provided that:

1. all rights, duties, obligations and liabilities under the Agreement are assigned from the assignor to the assignee; and
2. the assignment is made subject and subordinate to the agreement and the Chapter Policies and Procedures; and
3. the assignment document is in a form and contains content acceptable to the City;

K. provisions relating to administration, delinquent taxes, reporting requirements, and indemnification;

L. a provision that the agreement may be amended by the parties by using the same procedure for approval as is required for entering into the agreement; and

M. such other provisions as the City Council deems appropriate.

Agenda Item:

8B. Receive a staff update on the status of repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently house the Mooney International, Corporation and proposed economic development agreement, and provide direction to city staff as necessary. (staff)

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

SUBJECT: Receive a staff update on the status of repairs to city and county owned buildings at the Kerrville/Kerr County Municipal Airport that currently house the Mooney International, Corp. and provide direction to city staff as necessary

FOR AGENDA OF: June 10, 2014

DATE SUBMITTED: June 4, 2014

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City staff will provide an update to the City Council regarding the status of the roof repairs contemplated for the buildings at the Kerrville/Kerr County Municipal Airport that currently house the Mooney International, Corp. Staff's report will include the status of the Joint Airport Board's engineering services contract to evaluate the buildings and develop bid specifications.

City staff will also provide a status report on discussions with Kerr County and Mooney International.

RECOMMENDED ACTION

This item is intended as informational only and city staff has no recommendation at this time.

Agenda Item:

8C. Set fiscal year 2015 budget workshop. (staff)

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

SUBJECT: Set a FY2015 budget workshop

FOR AGENDA OF: June 10, 2014

DATE SUBMITTED: June 5, 2014

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

A first draft of the FY2015 budget has been completed and draft copies distributed to the City Council on Friday, June 6, 2014. The budget has been built in accordance with the City Council's established policies and the guidance provided by the City Council at the budget retreat held in February.

The City Manager must file a draft budget with the City Council by July 30, 2014. City staff typically presents a preliminary budget to the City Council in late June or early July for initial direction. That direction is used to finalize a draft budget that is formally submitted to the City Council by the end of July.

City staff respectfully requests that the City Council schedule a workshop for Monday, June 16 or Tuesday, June 17, 2014, to receive a full presentation of the budget and provide direction to city staff. City staff feels that no more than 2 or 3 hours would be necessary for this initial budget presentation. Unless there are some significant issues to be addressed, additional budget discussions can be placed on regular City Council meeting agendas.

RECOMMENDED ACTION

City staff recommends scheduling a City Council budget workshop for any time on Monday, June 23, 2014.

Agenda Item:

8D. Appointment of mayor pro tem. (staff)

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

SUBJECT: Appointment of Mayor Pro Tem

FOR AGENDA OF: June 10, 2014

DATE SUBMITTED: May 28, 2014

SUBMITTED BY: Brenda Craig
City Secretary

CLEARANCES: Todd Parton
City Manager

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

In accordance with the City Charter, Section 3.02, following the canvass of the regular election, the city council shall choose one of its members (other than the mayor) to serve as mayor pro tem.

RECOMMENDED ACTION

Select mayor pro tem.

Agenda Item:

9A. Appointments to the City of Kerrville, Texas Economic Improvement Corporation. (staff)

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

SUBJECT: Appointments to the Economic Improvement Corporation

FOR AGENDA OF: June 10, 2014

DATE SUBMITTED: June 2, 2014

SUBMITTED BY: Brenda Craig
City Secretary

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



SUMMARY STATEMENT

Consider appointments to the following board:

Economic Improvement Corporation: The following appointments expired on June 1, 2014: Rex Boyland, Polly Rickert, and David Wampler.

RECOMMENDED ACTION

Consider appointments.

ECONOMIC IMPROVEMENT CORPORATION

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
WAMPLER, DAVID President 411 Bobwhite	895-3600 (O) 896-7832 (H)	05-22-12		06-01-14
EARLY, KENNETH Vice-President 2756 Indian Wells Dr. E	792-1966 (O) 928-3264 (C)	05-24-11	05-28-13	06-01-15
BOYLAND, REX Secretary P.O. Box 29004 1343 Bandera Hwy. #112	895-8028 (O) 257-0042 (H)	05-25-10	05-22-12	06-01-14
COCHRANE, GARY 2305 Birkdale Ln.	895-7771 (O) 459-8808 (H)	12-13-11	05-28-13	06-01-15
HOWARD, LARRY 650 Oakland Hill Ln.	895-4400 (O) 895-1988 (H)	05-24-11	05-28-13	06-01-15
KEEBLE, STACIE 3533 La Cumbre Drive	895-7725 (H) 377-7103 (C)	05-24-11	05-28-13	06-01-15
RICKERT, POLLY 2768 Indian Wells	830-997-5855 (O) 210-264-1305 (H)	09-13-11	05-22-12	06-01-14

CITY STAFF:

Ashlea Boyle 258-1153 (O)
Special Projects Manager

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: May 29, 2013

Agenda Item:

9B. Appointment of councilmembers to City boards and commissions. (staff)

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

SUBJECT: City Council Appointments to Various Boards and Commissions

FOR AGENDA OF: June 10, 2014

DATE SUBMITTED: May 28, 2014

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
Airport Planning Committee	Jack Pratt Carson Conklin	
Audit Committee	Gene Allen Justin MacDonald	
Beautification Advisory Committee	Jack Pratt	
Economic Improvement Corporation	Stacie Keeble	
Food Service Advisory Board	Stacie Keeble	
Golf Course Advisory Board	Carson Conklin	
Kerrville Economic Development Corporation	Carson Conklin	
Kerrville Public Utility Board	Jack Pratt	
Library Advisory Board	Justin MacDonald	
Main Street Advisory Board	Gene Allen	
Municipal Court Review Committee	Jack Pratt Stacie Keeble	
Parks and Recreation Advisory Board	Gene Allen	
Planning and Zoning Commission	Justin MacDonald	
Playhouse 2000	Stacie Keeble	
Zoning Ordinance Input Committee (ZOIC)	Justin MacDonald	

RECOMMENDED ACTION

Consider appointments.

KERRVILLE-KERR COUNTY JOINT AIRPORT BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
KING, STEVE (PL 2) President 242 Creekwood Rd. E-mail swking242@windstream.net	257-3063 (O) 285-3063 (C)	04-25-06	06-11-13	06-01-15
WALTERS, ROGER "COREY" Vice President (PL 1) 222 Sidney Baker South, Ste. 305 E-mail cw717@ktx.com	257-6300 (O) 257-1314 (H)	10-27-09	08-28-12	06-01-14
GRIFFIN, KIRK (PL 5) 109 Canyon Dr. W. P.O. Box 741 Hunt, TX 78024 E-mail agbq81@yahoo.com	830-459-3431 (C)	11-13-12		06-01-14
LIVERMORE, ED (PL 4) 3004 Pinnacle Club Ct. #2 E-mail elivermo@ktc.com	895-2820 (H)	08-23-11	06-11-13	06-01-15
WOOD, WILLIAM "BILL" (PL 3) 3004 Pinnacle Club Dr. #4 E-mail bill@satx.rr.com	896-7742 (H) 329-2891 (C)	08-28-12		06/01/14

Airport Board Staff:

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

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

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

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

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

Number of Members: Five members: 1) The Board shall recommend persons to the County and City for consideration of appointment. The Board shall submit the names of such persons to each Party at least 60 days prior to the end of the particular place's term. In the event that a candidate recommended by the Board is not appointed by either Party, the Board shall recommend an alternative candidate. In the event that this second candidate is not appointed by either Party, the Board shall select another candidate who will be automatically appointed to the Board without the approval of the parties. 2) It is deemed desirable that all Board members possess and will contribute a balance of expertise in business, financial, aviation, or management training and experience. Appointments shall be made on or before June 1 of each year. 3) Replacement of members shall be made on or before June 1 of each year. 3) Replacement of members shall be in the same manner and under the same qualification as described above with such replacement being appointed to fulfill only that portion of the remaining term. 4) Any Board member may be removed by a majority vote of each Party, for any reason. In addition, the Board may recommend to the County and City that a Board member be removed. 5) Board members shall be eligible for reappointment, but Board members are prohibited from serving more than 3 consecutive, 2-year terms. Only reappointments made after October 1, 2011 shall count toward this limitation.

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

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

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

Revised: May 29, 2013

CITY OF KERRVILLE BEAUTIFICATION ADVISORY COMMITTEE

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
DOUGLASS, BRANDON Chair 909 Tanglewood Lane	739-9882 (O)	12-11-12		12-11-13
WILLIAMSON, JAMES Vice-Chair Secretary 432 Fitch Street	257-2860 (H) 257-9673 (W)	08-13-13		12-11-14
RISHER, JOHN 114 Crestwood Dr.	459-3336 (H)	05-28-13		12-11-13
SPRADLING, JIMMY 1725 Foothills Dr.	792-5082 (H)	05-28-13		12-11-14
TRITENBACH, DAVID 216 Riverhill Blvd.	895-1953 (H)	12-11-12		12-11-14

COUNCIL EX-OFFICIO: Jack Pratt

Qualifications: Resident of the city.

Purpose:

- Evaluate the community on issues and matters pertaining to beautification of the community and to provide a report to the City Council;
- Educate the public and increase awareness regarding beautification of the community;
- Prepare and implement a beautification recognition program as approved by the City Council;
- Coordinate community beautification efforts;
- Prepare and present to the City Council for its consideration and approval a set of goals and objectives for a community beautification program; and
- Provide a report to the City Council at least twice a year on Kerrville Beautification Advisory Committee matters.

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

Quorum: Majority

Number of Members: Minimum of three, no more than five.

Meeting Time & Place: First Thursday of each month.

Established by: Resolution 40-2012, November 13, 2012

Revised: October 9, 2013

ECONOMIC IMPROVEMENT CORPORATION

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
WAMPLER, DAVID President 411 Bobwhite	895-3600 (O) 896-7832 (H)	05-22-12		06-01-14
EARLY, KENNETH Vice-President 2756 Indian Wells Dr. E	792-1966 (O) 928-3264 (C)	05-24-11	05-28-13	06-01-15
BOYLAND, REX Secretary P.O. Box 29004 1343 Bandera Hwy. #112	895-8028 (O) 257-0042 (H)	05-25-10	05-22-12	06-01-14
COCHRANE, GARY 2305 Birkdale Ln.	895-7771 (O) 459-8808 (H)	12-13-11	05-28-13	06-01-15
HOWARD, LARRY 650 Oakland Hill Ln.	895-4400 (O) 895-1988 (H)	05-24-11	05-28-13	06-01-15
KEEBLE, STACIE 3533 La Cumbre Drive	895-7725 (H) 377-7103 (C)	05-24-11	05-28-13	06-01-15
RICKERT, POLLY 2768 Indian Wells	830-997-5855 (O) 210-264-1305 (H)	09-13-11	05-22-12	06-01-14

CITY STAFF:

Ashlea Boyle 258-1153 (O)
Special Projects Manager

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: May 29, 2013

FOOD SERVICE ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
HUGHES, BRENDA Chairperson 709 Galbraith Ave.	257-4540 (O) 370-3614 (H)	12-13-11	11-12-13	12-01-15
ARCHER, TYLER Vice-Chairperson 240 Valley View	210-372-2812 (O) 257-7000 (H)	12-13-11	11-12-13	12-01-15
DITTMAR, REBECCA 155 Aqua Vista	353-1305 (O) 896-9037 (H)	12-11-12		12-01-14
GONZALES, DAVID C. 209 Orange Frdcksbrg, TX 78624	830-315-2750 (O) 940-452-5486 (H)	08-27-13		12-01-14
DAINELLE LOGAN 406 Ave. B	257-2215 (C) 936-239-8224 (H)	11-12-13		12-01-15
VAZQUEZ, ABEL 158 Valley View	257-0606 (O) 896-9899 (H)	01-11-11	12-11-12	12-01-14
YOUNG, DARRELL 1326 Ranchero Rd.	257-0800 (O) 896-1852 (H)	12-11-12		12-01-14
COUNCIL LIAISON: STACIE KEEBLE 3533 La Cumbre Dr.	895-7725 (H)			
CITY STAFF: Danny Batts Director of Bldg. Svcs.	258-1178 (O) 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., Council Chambers

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, 2013

GOLF COURSE ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
McCARTER, CHARLES Chairman 937 Myrta	210-286-4646 (C)	09-11-12 895-1112 (H)		07-01-14
HOWARD, JAMES Vice-Chairman 1312 Water St.	903-399-3011 (H) 890-5464 (O)	08-24-10	07-23-13	07-01-15
BIRDSALL, GRAHAM 721 Riverhill Blvd.	896-8022 (H)	09-11-12		07-01-14
BOWYER, ROD 2955 Dry Hollow	739-0099 (C)	07-23-13		07-01-15
MAXWELL, GREG 253 HighRidge	377-2903 (H) 315-5555 (O)	07-09-13		07-01-15
MITCHEL, JEFFREY 115- Cypress Creek Rd.	210-218-2164 (C)	07-09-13		07-01-15
STERN, ALLEN 2565 Bandera Hwy.	895-2892 (H) 739-5353 (O)	09-11-12		07-01-14
COUNCIL LIAISON: Carson Conklin 720 Earl Garrett	895-5202 (O)			
CITY STAFF: Kristine Ondrias Assistant City Manager	258-1106 (O)			
Scott McDonough General Manager of Golf & Tennis	258-1400 (O)			

Qualifications:	Of the seven (7) regular voting members appointed by the City Council, six (6) shall be residents of the City of Kerrville, Texas, and one (1) member may reside outside the City but within Kerr County.
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 Wednesday, every other month, 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: May 29, 2014

Kerrville Economic Development Corporation
Board of Directors

Carson Conklin
President
830-258-1110

Thomas Houdeshell
Vice President
830-792-1156

David Wampler
830-895-3600

Jonas Titas
Executive Director
830-896-1157

Don Barnett
830-257-2191

Leah Dixon
Executive Assistant
830-896-1157
leahdixon@kerr-edc.com

Tracy McCuan
Treasurer
Board Member
830-792-8230

Kyle Bond
Board Member
830-257-8233

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

Charlie McIlvain
Board Member
830-792-3535

Dan Troxell
Board Member
830-257-2200

Judge Tom Pollard
830-792-2211

KERRVILLE PUBLIC UTILITY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
SAMPLE, JOHN Chairman P.O. Box 291341 355 W. Main	257-6625 (H)	04-22-09	03-11-14	04-21-19
GAMBLE, FRED Vice Chairman 715 Travis	257-5135 (H)	04-22-10		04-21-15
FINE, STEPHEN Secretary 1210 Virginia Dr.	257-6020 (O) 896-2934 (H)	03-28-06	04-22-11	04-21-16
STACY, PHILIP Treasurer P.O. Box 222 Hunt, TX 78024	792-1990 (O) 830-367-7007 (H)	02-28-12		04-21-17
PRATT, JACK Mayor P.O. Box 294000	895-2214 (O)	05-22-12		05-22-14
Staff 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 Thursday, 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: March 12, 2014

LIBRARY ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
JONES, THOMAS 207 Lakewood Dr.	210-289-5483 (O) 257-5635 (H)	07-05-12	12-10-13	11-22-15
KENWORTHY, JEANINE 115 Erin Drive	370-3613 (H)	06-11-13	12-10-13	11-22-15
BROWN, GAIL 423 Fitch St.	895-9720 (H)	12-10-13		11-22-15
* SMITH, JANE 2009 Crown View Dr.	792-9144 (H)	04-22-13		11-22-14
WARD, JUDY CARR 103 Creekside Dr.	895-3740 (H)	11-23-10	11-13-12	11-22-14

EX OFFICIO MEMBER:

Justin MacDonald	257-5323 (O)	05-22-12
(H) 524 Oakland Hills	896-4821 (H)	
(O) 2951 Fall Creek Rd.		

CITY STAFF:

Laura Bechtel	258-1260 (O)
Library Director	
505 Water Street	
Kim Meisner	258-1140 (O)
Director of General Operations	
701 Main Street	377-7691 (C)

Qualifications: Members must maintain a library card in good standing.

Powers and Duties: The Board is an advisory board to the city council; shall have the authority to hold meetings within the city and to consider and make recommendations to the Council from time to time on any and all matters pertaining to the Library. Upon a majority vote of the total membership.

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; 3:00 pm; Butt-Holdsworth Memorial Library

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: 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; Amended by Ordinance No. 2011-16.

Revised: December 16, 2013

* Appointed by Friends of the Butt-Holdsworth Memorial Library

MAIN STREET ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
FRANKLIN, MINDI Chairperson 521B Wigwam Lane	830-928-9357 (H) 792-6200 (W)	07-23-13		01-31-15
BOLTON, SCOTT Vice-Chairperson 1207 Virginia Dr.	792-7089 (H) 896-0098 (W) 832-978-3949 (C)	07-23-13		01-31-15
COBBS, STAN 521 Guadalupe St. #1202	895-8771 (O) 257-4236 (H) 459-5831 (C)	01-24-12	01-28-14	01-31-16
EDWARDS, TAMI 134 Kodiak Trail	367-2012 (H) 210-827-9938 (C)	01-28-14		01-31-16
MARTIN, DAVID 1717 Foothills Dr.	895-1313 (O) 895-1857 (H) 830-459-9747 (C)	05-08-12	01-28-14	01-31-16
RECTOR, WILLIAM 705 Water Street	257-3348 (H) 896-6622 (W) 739-2519 (C)	08-13-13	01-28-14	01-31-16
VACANT				01-31-15
COUNCIL LIAISON:				
Gene Allen	895-5111 (O)			
2106 Vista Ridge Dr.	792-4651 (H)			
1221 Junction Hwy				
CITY STAFF:				
Ashlea Boyle	258-1153			
Special Projects Manager				

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: Four members
Number of Members: Seven
Absences: Any member who miss three consecutive meetings may be replaced (Bylaws)
Meeting Time & Place: Fourth Thursday at 3:30 p.m., City Hall, 701 Main Street
Established by: Resolution No. 12-2014
Resolution No. 1994-133(Repealed 5-27-14)
Revised: June 3, 2014

PARKS AND RECREATION ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
ALFORD, NANCY E. 2213 Singing Wind	214-663-9903 (C)	03-27-12	04-09-13	03-31-15
KAYNE, JACKLYN 3564 Fredericksburg Rd.	895-7524 (W) 895-7962 (H)	03-11-14		03-31-16
LENARD, CAROL 70 Apache Dr.	928-8499 (C)	04-09-13		03-31-15
LIPSCOMB, DAVID 909 Lake Drive	895-4232 (H)	04-12-11	04-09-13	03-31-15
MUNSON, JAY 808 Lloyd Drive	257-2212 (W) 792-4394 (H) 370-8344 (C)	03-11-14		03-31-16
MUSE, BILL 2956 Oak Park Dr.	928-7028 (C) 792-7355 (W)	4-09-13		03-31-15
SCOTT-JOHNSON, MEG 438 Timber Ridge Dr.	713-724-4168 (C) 257-0022 (H)	03-27-12	03-11-14	03-31-16
WALLACE, ED 131 Royal Oaks	257-5272 (H) 377-0455 (C)	11-30-11	04-09-13	03-31-15
COUNCIL LIAISON:				
Gene Allen 2106 Vista Ridge Dr. 1221 Junction Highway	895-5111 (O)			
CITY STAFF:				
Kristine Ondrias Assistant City Manager	258-1106 (O)			
Malcolm Matthews Director of Parks & Recreation	258-1150 (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, 8:15 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: March 13, 2014

PLANNING AND ZONING COMMISSION

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
WATTERSON, DAVID Chair 177 Phoenix Dr.	634-3300 (O) 377-6400 (C)	01-12-10	12-10-13	01-01-16
WALLER, ROBERT 33 Antelope Trail Vice-Chair	792-6088 (H) 896-2950 (O)	07-09-13		01-01-15
HARMON, GARRETT 701 Lee Street	895-4510 (O) 285-2151 (C)	06-25-13		01-01-15
MORGAN, WILLIAM 1744 Glen Road	739-9655 (O) 257-6263 (H)	01-22-13		01-01-15
MOTHERAL, R. BRUCE 710 Overhill Drive	257-2087 (H) 257-6360 (W)	01-14-14		01-01-16

ALTERNATES:

MALONE, DOYLE 208 Spring Mill Dr.	257-8755 (H)	07-23-13	12-10-13	01-01-16
ZUBER, RUSTIN 112 Harmon Way	895-2829 (O) 895-4913 (H)	12-10-13		01-01-15

COUNCIL LIAISON:

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

CITY STAFF:

Jason Lutz
Senior Planner
258-1184 (O)

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

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

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

Term of Office:	Two years. No regular member shall serve more than three consecutive full terms on the Commission without having at least one full year off the Commission between terms.
Quorum:	Three (may include an alternate member but only where substitution for and acting as a regular member)
Number of Members:	Five regular members and two alternates.
Meeting Time & Place:	First and third Thursdays, 4:30 p.m., City Hall
Absences:	Any member who is absent from twenty-five percent (25%) of the board's regular meetings during any twelve (12) month period, or who is absent from any three (3) consecutive regular meetings, shall be considered for removal by the city council. The staff member has the responsibility of reporting a member's non-attendance to the city council in writing, and the city secretary shall notify the board member in writing that their non-attendance has been reported to the city council. However, a member whose absences are directly related to a medical or family emergency may seek consideration from the board upon which they serve to qualify such absences as excused.
Established by:	Minutes of 12-18-44 Council meeting; amended by Ordinance Nos. 1979-37, 1987-24, and 2008-24 (which deleted from Code of Ordinances book Chapter 82 – Article II – Sections 82-31 through 82-36 and rolled into Zoning Code which is not codified)
Revised:	March 7, 2014

Playhouse 2000
Board of Directors
As of January 1, 2014

Officers

Kit Werlein , President 110 Loma Vuelta Kerrville, TX 78028	Attorney, JD, CTFA 700 Jefferson St Kerrville TX 78028	(830) 792-3048
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Tom Terrell , Vice-President (Nominating Committee Chair) 111 Loma Vuelta Kerrville, TX 78028	Attorney at Law 413 Sidney Baker Kerrville TX 78028	(830) 896-5677
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Christopher Distel , Secretary/Treasurer 632 Galbraith Kerrville, TX 78028	Assist. Professor of Biology Schreiner University	(830) 792-7470
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Stacie Keeble , City of Kerrville Representative 3533 LaCumbra Kerrville, TX 78028		(830) 377-7103
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Directors

Susan Neely Balentine 330 Valley Drive Kerrville, TX 78028	Co-Founder, Playhouse 2000	(830) 285-5419
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Arthur Bell (Nominating Committee) P.O. Box 706 Ingram TX 78025		(281) 799-4517
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Roxie Orms 858 Harper Road Kerrville, TX 78028		(830) 824-5125
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Gene Smith One Antelope Trail Kerrville, TX 78028		(830) 257-2428
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Paul Stafford 38 Antelope Trail Kerrville, TX 78029		(830) 895-3079
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Nancy Watts 522 Fairway Dr Kerrville, TX 78028	Nancy Watts Interiors, Inc.	(830) 370-1699 (830) 257- 0100
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James Wilson (Nominating Committee) 410 Spring Mill Drive Kerrville, TX 78028	James E. Wilson & Co., Inc. P.O. Box 294749 Kerrville, TX 78029	(713) 249-2634
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Staff

Jeffrey Brown, Executive Director
285 Katie Court
Boerne, TX 78006
(Spouse: Jane)

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

(830) 896-9393 x303
(830) 708-9410 (c)

ZONING ORDINANCE INPUT COMMITTEE (ZOIC)

	<u>Telephone</u>	<u>Appt. Date</u>
MOSTY, JOHN Chair 2313 Trails End	257-2134 (H)	01-27-2009
BUFFINGTON, BEVERLY 608 Overhill Drive	257-7100 (O) 257-3440 (H)	01-27-2009
SPRADLING, RUTH 1725 Foothills Dr.	792-5082 (H)	06-14-2011
STARKEY, III, A.L. "CURG" 1006 A Junction Highway	895-4040 (O) 895-4686 (H)	01-27-2009
ZUBER, RUSTIN 616 Clay Street	895-2829 (H) 377-0329 (C)	01-25-2011
COUNCIL LIAISONS: Justin MacDonald 2951 Fall Creek Rd.	257-5323 (O) 896-4821 (H)	
STAFF MEMBER: Jason Lutz Senior Planner	258-1184 (O)	

Qualifications: Residents of the City of Kerrville

Powers and Duties: 1) Organize committee; 2) Arrange meeting schedule and location, with the fundamental goal that meeting times and locations be as accessible as possible to encourage public input; 3) Educate itself on the City's existing Zoning Ordinance (Ordinance No. 97-07); 4) Review the Zoning Ordinance and map for conformance with the City's land use plan and comprehensive plan updates; 5) Review the Zoning Ordinance for any deficiencies, voids, inconsistencies, inefficiencies, and technical errors; 6) Upon completion of the draft ordinance by staff and reviewed by the planning and zoning commission, ZOIC will be asked to review and comment on the document.

Term of Office: Completion of review of draft ordinance

Quorum: Three

Number of Members: Five

Meeting Time & Place: First and Third Thursday of each month.

Established by: Resolution No. 008-2009

Revised: May 29, 2013