

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, May 10, 2022, 6:00 P.M.

**CITY HALL COUNCIL CHAMBERS
AND/OR UPSTAIRS CONFERENCE ROOM**

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

Kerrville will be a vibrant, welcoming and inclusive community that:

- *Respects and protects the natural environment that surrounds it;*
- *Seeks to attract economic growth and development;*
- *Provides opportunities for prosperity, personal enrichment and intellectual growth for people of all ages; and*
- *Does so while preserving the small-town charm, heritage, arts and culture of the community.*



Kerrville2050



CITY COUNCIL MEETING AGENDA
MAY 10, 2022, 6:00 PM
CITY HALL COUNCIL CHAMBERS
AND UPSTAIRS CONFERENCE ROOM
701 MAIN STREET, KERRVILLE, TEXAS



***Council Meeting Procedures, City Council and City Staff Safety Measures, and
Citizen Participation Guidelines***

COVID-19 (Coronavirus) provides a unique concern in that gathering members of the public, City Council, and City staff within a physical setting constitutes a public health risk. Taking this into account, standard safety protocols will be observed by City Council, City staff, and citizens/visitors attending the meeting. Masks are voluntary and highly encouraged. Visitor seating will be designated.

Citizens may view and hear City Council meetings on Spectrum Channel 2 or by live-streaming via the City's website (www.kerrvilletx.gov). City Council meetings are recorded and the recordings are posted on the City's website.

Citizens wishing to speak during a meeting shall submit a completed "speaker request form" to the City Secretary before the item is introduced, but are encouraged to submit the form before the meetings begin. Each speaker is limited to four minutes.

Thank you for your participation!

CALL TO ORDER: Call to order by Mayor Bill Blackburn.

INVOCATION AND PLEDGE OF ALLEGIANCE: Led by Councilmember Brenda Hughes.

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

2 PRESENTATIONS:

- 2.A. Proclamation honoring Emergency Medical Services (EMS) Week.
- 2.B. Kerrville Kindness Award presented to Delayne Sigerman and Kerrville Sisters in Service.
- 2.C. Commendations for outgoing Board members of the Parks & Recreation Advisory Board and the Airport Board.
- 2.D. Commendations for Kerrville Area Youth Leadership Academy (KAYLA) members.

3 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. The speaker request form must be submitted to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.

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

- 4.A. Interlocal Agreement for Cooperative Purchasing Services with Purchasing Cooperative of America (PCA).
Attachment:
[20220510_Interlocal agreement PCA_1-2022.pdf](#)

4.B. City Council meeting minutes held April 26, 2022.

Attachment:

[20220510_Minutes Council meeting 4-26-22 6pm.pdf](#)

END OF CONSENT AGENDA.



5 CONSIDERATION AND POSSIBLE ACTION:

5.A. Approve updated Row Hangar Project scope, funding, construction contract, and agent authorization for the Kerrville-Kerr County Airport.



5.B. Professional Services Agreement with Walker Partners, LLC for the Lois Street Ground Storage Tank Improvements and Methodist Encampment Well Site Improvements projects in the amount of \$231,186.00.

Attachment:

[20220510_Contract_Walker Partners_Lois GST Site Improvements Scope.pdf](#)



5.C. Change order with M&C Fonseca Construction Co., Inc. for additional channel improvements as part of the Lower Lois Street Drainage project in the amount of \$151,888.



5.D. Purchase of two mobile generators from LJ Power, a Buyboard vendor, in the amount of \$165,612; such generators to help ensure emergency operations of the City's water system in accordance with state law.

5.E. Citizen requested agenda item: A discussion of the current "Ethics Policy for Elected and Appointed Officials - City of Kerrville, Texas" as it relates to the Mayor's behavior during Visitor's Forum at City Council meeting April 12, 2022. Requested by citizen George Baroody, sponsored by Councilmember Roman Garcia.

Attachments:

[20220510_Citizen email.pdf](#)

[20220510_Ethics Policy 4-25-17.pdf](#)

6 BOARD APPOINTMENTS:

6.A. Appointments to the Economic Improvement Corporation. (This item is eligible for Executive Session 551.074).

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

7.A. Appointments to the Economic Improvement Corporation. (551.074).

8 ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY:

9 ITEMS FOR FUTURE AGENDAS:

City Council may suggest items or topics for future agendas.

ADJOURN.



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

SUBJECT: Proclamation honoring Emergency Medical Services (EMS) Week.

AGENDA DATE OF: May 10, 2022

DATE SUBMITTED: Apr 27, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Present proclamation recognizing the City's Emergency Medical Services providers.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Kerrville Kindness Award presented to Delayne Sigerman and Kerrville Sisters in Service.

AGENDA DATE OF: May 10, 2022

DATE SUBMITTED: Apr 27, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

A citizen or entity who has impacted the City of Kerrville in a positive way. Recipient: Delayne Sigerman for her volunteer leadership of the Kerrville Homeless Council, and the Kerrville Sisters in Service for supplying essential packages.

RECOMMENDED ACTION:

Present award.



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

SUBJECT: Commendations for outgoing Board members of the Parks & Recreation Advisory Board and the Airport Board.

AGENDA DATE OF: May 10, 2022

DATE SUBMITTED: Apr 19, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Commendations presented to Parks and Recreation Advisory Board - Lynda Ables, Celeste Hamman, Matthew Thurlow; and Airport Board - Mark Mosier.

RECOMMENDED ACTION:

Present commendations.



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

SUBJECT: Commendations for Kerrville Area Youth Leadership Academy (KAYLA) members.

AGENDA DATE OF: May 10, 2022

DATE SUBMITTED: Mar 11, 2022

SUBMITTED BY: Megan Folkerts

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Recognition presented to KAYLA participants Anne-Elise Barton, Joseph Borecky, Maria Lara, Anna McCoy, Elena Romero, Mariam Taha, and Mirna Taha, for serving on the 2021-2022 Kerrville Area Youth Leadership Academy.

RECOMMENDED ACTION:

Present Commendations.



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

SUBJECT: Interlocal Agreement for Cooperative Purchasing Services with Purchasing Cooperative of America (PCA).

AGENDA DATE OF: May 10, 2022

DATE SUBMITTED: Apr 29, 2022

SUBMITTED BY: Julie Behrens

EXHIBITS: [20220510_Interlocal agreement PCA_1-2022.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Purchasing Cooperative of America (PCA) is a purchasing cooperative whose membership includes public sector entities for the purpose of providing best value contracts in public procurement. There is no cost for membership, however, an interlocal agreement is required which requires Council approval.

RECOMMENDED ACTION:

Authorize City Manager to finalize and execute agreement.



INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services ("Agreement") is entered into by
and between **City of Kerrville 701 Main Kerrville, TX 78028**

COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS

("PCA Member", "Party"), a governmental entity, and Purchasing Cooperative of America ("PCA", "Party") on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America ("PCA") cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the "Parties".

RECITALS

Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

Texas Government Code, Chapter 791, Interlocal Cooperation Act, and Texas Local Gov't. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members' requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

Role of the PCA Member

1. Registers on the PCA website, www.pcamerica.org, or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to Members@pcamerica.org.

3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes "Purchasing Cooperative of America" or "PCA" and the "Contract Number".
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

Role of the Purchasing Cooperative (PCA)

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by a entity in a similar position.

General Provisions

1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member's use of PCA contracts shall be governed by the laws of the State of Texas, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is Texas - Kerr County.
(court jurisdiction)

9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. "As is" Contracts. PCA makes PCA contracts available to the PCA Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
16. Submission. Send the signed Agreement via email to Members@pcamerica.org. An email copy of an executed signature shall have the same force and effect as an original signature page.
17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

City of Kerrville
PCA Member Organization Name

Authorized Signature

Printed Name

Title Mayor of Kerrville

Date

Designated Contact Sureena Cripps

Title Accounts Payable Specialist

Phone 830-258-1126

Email accountspayable@kerrvilletx.gov

APPROVED AS TO FORM

Michael C. Hayes, City Attorney

Purchasing Cooperative of America

PCA Authorized Signature

Dean Zajicek

Printed Name

Title Assistant Director

Date

Phone 844-722-6374

Email Dean@pcamerica.org

Main PCA Email pcamerica@pcamerica.org



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

SUBJECT: City Council meeting minutes held April 26, 2022.

AGENDA DATE OF: May 10, 2022

DATE SUBMITTED: Apr 27, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20220510_Minutes Council meeting 4-26-22 6pm.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

City Council meeting minutes held April 26, 2022 at 6:00 p.m., in the City Hall Council Chambers.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
APRIL 26, 2022 6:00 PM**

On April 26, 2022 at 6:00 p.m., Mayor Bill Blackburn in City Hall Council Chambers, 701 Main Street, called the Kerrville City Council meeting to order. Councilmember Judy Eychner provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
Kim Clarkson	Mayor Pro Tem, Councilmember Place 2
Roman Garcia	Councilmember Place 1
Judy Eychner	Councilmember Place 3
Brenda Hughes	Councilmember Place 4

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF:

E.A. Hoppe, City Manager	Ashlea Boyle, Director Parks & Recreation
Mike Hayes, City Attorney	Stuart Cunyus, Public Info Officer
Michael Hornes, Assistant City Manager	Guillermo Garcia, Exec Director Innovation
Kim Meisner, Assistant City Manager	Eric Maloney, Fire Chief
Shelley McElhannon, City Secretary	Chris McCall, Police Chief
Julie Behrens, Director of Finance	Drew Paxton, Chief Planner

VISITORS PRESENT: A list of the citizen speakers present during the meeting is on file in the City Secretary's Office for the required retention period.
The Honorable Susan Harris, Kerr County Court at Law Judge
Gil Salinas, Kerr Economic Development Corporation

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: Stuart Cunyus, Councilmember Roman Garcia, and E.A. Hoppe provided announcements and items of community interest.

2. PRESENTATIONS:

2A. Kerrville Fire Department Person of the Year Awards for Officer, Firefighter, and EMS.

Fire Chief Eric Maloney recognized Travis Huser as EMS Person of the Year, Mason Lindner as Firefighter of the Year, and Battalion Chief Mark Logue as Officer of the Year.

2B. Kerrville Kindness Award presented to Albert Vasquez.

Mayor Blackburn presented the Kerrville Kindness Award to Albert Vasquez, who was nominated for Award by Councilmember Judy Eychner.

2C. Commendation for outgoing Board member of the Planning and Zoning Commission.

Mayor Blackburn recognized David Jones for serving on the Planning and Zoning Commission.

3. VISITORS FORUM:

The following person(s) spoke:

- Brad Barnett

- Kari Bock
- Layng Guerriero
- Mindy Wendele
- John Harrison
- Nikki Caines
- Bruce Stracke

4. CONSENT AGENDA:

Councilmember Garcia made a motion to approve items 4A, 4B, and 4C, seconded by Councilmember Eychner. The motion passed 5-0.

4A. City Council workshop minutes held April 12, 2022.

4B. City Council meeting minutes held April 12, 2022.

4C. City Council workshop minutes held April 19, 2022.

END OF CONSENT AGENDA.

5 INFORMATION AND DISCUSSION:

5A. Kerr Economic Development Corporation (KEDC) quarterly update.

Mayor Blackburn introduced item.

Gil Salinas provided information and responded to questions.

5B. Financial Report for month-ended March 31, 2022.

Mayor Blackburn introduced item.

Julie Behrens provided information and responded to questions.

6 ORDINANCES, SECOND READING:

6A. Ordinance No. 2022-16, second reading. An Ordinance amending Chapter 60, Code of Ordinances, City of Kerrville, Texas; Chapter 60 more commonly known as the City's Zoning Code; by changing the zoning of a property known as 601 Roy Street, which is out of the Cage Survey No. 116, Abstract No. 106, and within the City of Kerrville, Kerr County, Texas; from a Single-Family Residential Zoning District (R-1) to a Light Commercial Zoning District (C-2); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2022-16 caption into record.

Councilmember Brenda Hughes made a motion to approve Ordinance No. 2022-16 on second reading, seconded by Councilmember Eychner. The motion passed 5-0.

6B. Ordinance No. 2022-18, second reading. An Ordinance annexing a tract of land into the Corporate Limits of the City of Kerrville, Texas; such property consisting of an approximate .40 acre tract; part of Lot 8, Block 1, of the L.A. Schreiner Valley Subdivision; and more commonly known as 318 Mae Drive; such property more specifically described in this Ordinance and being located within the Extraterritorial Jurisdiction of and adjacent to the City Limits; adopting a service agreement; establishing the zoning for the annexed property as being within a Medium Density Residential Zoning District (R-2); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2022-18 caption into record.
Councilmember Eychner made a motion to adopt Ordinance No. 2022-18 on second reading, seconded by Councilmember Kim Clarkson. The motion passed 5-0.

6C. Ordinance No. 2022-19, second reading. An Ordinance deleting Article II "Joint Airport Board" of Chapter 22, "Aviation", of the Code of Ordinances of the City of Kerrville, Texas, as it is unnecessary to the continued existence and operation of such board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2022-19 caption into record.
Councilmember Clarkson made a motion to approved Ordinance No. 2022-19 on second reading, seconded by Councilmember Garcia. The motion passed 5-0.

6D. Ordinance No. 2022-17, second reading. An Ordinance amending Chapter 60, Code of Ordinances, City of Kerrville, Texas; Chapter 60 more commonly known as the City's Zoning Code; by changing the zoning of a property generally located northeast of the intersection of Loop 534 (Veterans Highway) and Landfill Road N., comprising of 17.803 acres out of the Samuel L. Wallace Survey No. 112, Abstract No. 360; and within the City of Kerrville, Kerr County, Texas; from a Light Commercial Zoning District (C-2) to a General Commercial Zoning District (C-3); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2022-17 caption into record.
Councilmember Garcia made a motion to adopt Ordinance No. 2022-17 on second reading, seconded by Councilmember Hughes. The motion passed 5-0.

7 PUBLIC HEARING AND RESOLUTIONS:

7A. Resolution No. 18-2022. A Resolution granting a Conditional Use Permit to authorize an Automobile Service and Repair, Major, as that use is defined within the Zoning Code (Chapter 60, Code of Ordinances) of the City of Kerrville, Texas; on property generally located northeast of the intersection of State Loop 534 and Landfill Road N; and comprising an approximate 3 acre tract of land out of the Sam L. Wallace No. 112, Abstract No. 360; said property is located within a General Commercial Zoning District (C-3); and making said permit subject to certain condition and restrictions.

Shelley McElhannon read Resolution No. 18-2022 caption into record.
Drew Paxton provided information and responded to questions.
Mayor Blackburn opened the public hearing at 7:24 p.m.
No person spoke.
Mayor Blackburn closed the public hearing at 7:24 p.m.

Councilmember Eychner made a motion to approve Resolution No. 18-2022, seconded by Councilmember Clarkson. The motion passed 5-0.

8 CONSIDERATION AND POSSIBLE ACTION:

8A. Resolution No. 19-2022. A Resolution adopting the updated Kerrville Parks Recreation and Open Spaces Master Plan.

Shelley McElhannon read Resolution No. 19-2022 caption into record.
Ashlea Boyle provided information and responded to questions.

Councilmember Garcia made a motion to adopt Resolution No. 19-2022, seconded by Councilmember Hughes. The motion passed 5-0.

8B. Resolution No. 20-2022. A Resolution authorizing the acceptance of grant funding from the Office of the Governor - Criminal Justice Division and its body worn camera program for funding to purchase body cameras and accessories for the Kerrville Police Department.

Shelley McElhannon read Resolution No. 20-2022 caption into record.
Chief McCall provided information, and Chief McCall and Mike Hayes responded to questions.

Councilmember Garcia made a motion to adopt Resolution No. 20-2022 with a correction to the Resolution itself (the second WHEREAS "*such funding currently estimated at \$79,488.75*") and (SECTION ONE "*estimated in the amount of \$79,488.75*"), seconded by Councilmember Hughes. The motion passed 5-0.

8C. Donation of a work of art to the City of Kerrville, Texas, and related agreement. (This item is eligible for Executive Session 551.071, 551.073.).

Shelley McElhannon read Item 8C caption into record.
E.A. Hoppe provided information and responded to questions.

Councilmember Eychner made a motion to authorize the City Manager to negotiate and finalize an agreement, seconded by Councilmember Hughes. The motion passed 5-0.

9 APPOINTMENT(S):

9A. Appointment of a Municipal Court Judge. (This item is eligible for Executive Session 551.074).

Shelley McElhannon read item caption into record.

Mayor Blackburn made a motion to appoint Lucy Pearson as Municipal Court Judge, seconded by Councilmember Eychner. The motion passed 5-0.

Lucy Pearson was sworn-in and provided the Statement and Oath of Office by The Honorable Susan Harris.

10 EXECUTIVE SESSION: None.

11 ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY: N/A

12 ITEMS FOR FUTURE AGENDAS: None.

ADJOURN. The meeting adjourned at 7:54 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Bill Blackburn, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: Approve updated Row Hangar Project scope, funding, construction contract, and agent authorization for the Kerrville-Kerr County Airport.

AGENDA DATE OF: May 10, 2022

DATE SUBMITTED: Apr 29, 2022

SUBMITTED BY: Julie Behrens

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$180,000 (City Expenditure)	\$137,371.50	\$150,000.00 (City CIP Budget)	70-7000-5100

PAYMENT TO BE MADE TO: Kerr County

Kerrville 2050 Item?	Yes
Key Priority Area	E - Economic Development
Guiding Principle	E4. Balance, broaden and diversify the City's tax base, shifting the tax burden away from residential property owners
Action Item	E4.3 - Promote additional hangar space at the Airport to increase property tax revenues from personal property taxes

SUMMARY STATEMENT:

The Kerrville-Kerr County Airport (KKCA) T-Hangar Project (currently being referred to as Row Hangar) was funded in FY2020 primarily through a TxDOT grant. Due to TxDOT reallocation of funds, the project was not completed. TxDOT has made funding available again but the scope has changed due to cost. The project was originally to be designed by TxDOT. The amount quoted by TxDOT late in December of 2021 exceeded the KKCA's portion of the funding (City/County match). TxDOT gave KKCA permission to realign bid and complete the project and request reimbursement from TxDOT. The Kerrville-Kerr County Joint Airport Board went out for bid for this project and in the process, the scope changed. The original project was budgeted at \$900,000 in FY20. The low bid for the project is now \$1.2M. TxDOT has approved the project for grant reimbursement and has approved the construction contract (meaning that it meets requirements for scope and legal procurement methods). The funding proposal will be presented to Council in detail.

Contingent on the County's approval of this project, KKCA is asking for approval of the scope of the project, the funding methods, and authorization for the Airport Manager to execute the construction contract (available in the City Secretary's office).

The Kerrville-Kerr County Joint Airport Board proposes the following:

City: \$150,000 (allocated in FY2020 - balance \$137,371.50)

County: \$150,000 (allocated in FY2020 - balance \$137,371.50)

TxDot Reimbursement : \$600,000

Kerrville-Kerr County Airport Fund Balance: \$241,000

*Airport Rescue Grant: \$59,000

*In the unlikely event that KKCA does not receive the Airport Rescue Grant (as part of the American Rescue Plan Act), the City and the County would each be asked to make an additional contribution of \$30,000 each. We are asking for approval of this amount so that the project can meet the TxDOT grant deadline, however, this money will only be used if the Airport Rescue grant is not received.

This is a progress-based reimbursement grant that will require outlays to be submitted to TxDOT. The project will not move forward until TxDOT approves the construction contract as well as the purchasing process to ensure reimbursement of the grant.

The County is scheduled to review this item during Monday, May 9, 2022 Commissioners' Court meeting.

RECOMMENDED ACTION:

Approve updated scope of Kerrville-Kerr County Airport project and proposed funding methods.

Authorize Kerrville-Kerr County Airport Manager to enter into a construction contract for project.

Authorize City Manager to approve any necessary agreement changed related to project.



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

SUBJECT: Professional Services Agreement with Walker Partners, LLC for the Lois Street Ground Storage Tank Improvements and Methodist Encampment Well Site Improvements projects in the amount of \$231,186.00.

AGENDA DATE OF: May 10, 2022 **DATE SUBMITTED:** Apr 28, 2022

SUBMITTED BY: Kyle Burow

EXHIBITS: [20220510_Contract_Walker Partners_Lois GST Site Improvements Scope.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$231,186.00.	\$1,036,700.00	\$1,042,000.00	71-20009

PAYMENT TO BE MADE TO: Walker Partners, LLC

Kerrville 2050 Item?	Yes
Key Priority Area	W - Water / Waste-Water / Drainage
Guiding Principle	W3. Address water quality challenges with proven solutions
Action Item	W3.1 - Examine all potential solutions o improving water quality that could be applicable to Kerrville

SUMMARY STATEMENT:

In the 2014 Water Master Plan update, the Lois Street ground storage tank (GST) is identified for routine painting and maintenance as Project 3D. The project was budgeted for a small repair and repaint but placed on hold to further evaluate the tank's condition. In July 2020, the City hired Heart of Texas (HOT) Inspection Services to perform a condition assessment of the existing Lois GST and site. The Lois GST is welded steel construction and has a rafter supported cone roof system and sits on a compacted foundation originally constructed in 1962. The purpose of this evaluation was to determine the condition of the tank interior, exterior, exposed foundations and accessories and to make recommendations and cost estimates for recoating, repairing, corrosion protection and maintenance to comply with Chapter 9 of the AWWA M42 Manual and TCEQ Chapter 290 requirements. Several items were found to no longer being compliant with TCEQ regulations or in poor condition including the interior and exterior coating, existing manway access, and roof components deteriorated from corrosion. Furthermore, HOT Inspection

Services recommended comparing the cost of rehabilitation to new tank construction with various economic factors and life expectancy of the existing welded steel tank. Staff presented the findings from HOT Inspection Services in a Council workshop in 2021 to determine the path forward for the Lois GST and site improvements.

Based on the similar costs from 2020, it was determined the most efficient use of funds would be to construct a new tank versus rehabbing the existing GST. The City has been exploring improvements to water quality and resiliency throughout the City's distribution system and a sizing evaluation was conducted to determine a more optimized storage tank size. The current GST has a storage capacity of 1 million gallons and the storage requirements for this site were evaluated to maintain eight hours of emergency storage and meet the TCEQ requirements for storage capacity throughout the City's water system. The study determined a smaller GST would still meet requirements for storage within the distribution system and assist in decreasing water quality issues within the system. The scope of this project is to construct a new GST and pump station on the same site as the existing facility with necessary upgrades to electrical components. Additionally, the City has been exploring alternatives to the current use of the Methodist Encampment drinking water well. The well is currently only approved for emergency use with a rated production of approximately 700 gallons per minute and the scope for this project would include re-piping or complete well modifications at the Methodist Encampment site to receive approval for continued use of the Methodist Encampment well. Both the Lois Street pump station and Methodist Encampment well would pump into the existing 1 million gallon GST to disperse into the water distribution system.

A copy of the Professional Services Agreement is on file in the City Secretary's Office. The City Attorney has approved and has "signed as to form".

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the professional services agreement with Walker Partners, LLC.

Exhibit A: Scope of Services

Services of Engineer

Walker Partners, LLC. (Walker Partners) will provide professional engineering services to provide design, bidding, and construction engineering and regulatory permitting services for two water system improvement projects: 1) the integration of the Methodist Encampment groundwater well into the City of Kerrville (City) water distribution system, and 2) the replacement of the Lois Street ground storage tank and pump station.

Purpose

Methodist Encampment Well

The City of Kerrville currently has an approved drinking water well located at the Methodist Encampment (G1330001P). However, the well is only approved for emergency use because of marginal water quality. The well is about 829 feet deep and rated at approximately 700 gallons per minute (gpm). The purpose of this project is to get approval to re-route the Methodist Encampment well discharge piping from its existing connection to the outlet piping of the one (1) million gallon storage tank to the top of the one (1) million gallon storage tank to blend with water from the surface water treatment plant that fills the one (1) million gallon tank. This work is to get approval for the change in piping and the continued use of the well from the Texas Commission on Environmental Quality (TCEQ). A blending analysis and operational plan will be included with the submittal to TCEQ to demonstrate how the City will control the well to maintain water quality into the distribution system.

Lois Street Ground Storage Tank and Pump Station

The existing Lois Street storage tank and pump station are nearing their useful life. The purpose of this project is to construct a new ground storage tank and pump station on the same site to replace the existing facilities. The new tank will have a capacity of approximately 650,000 gallons. The new pumps will have similar capacity to the existing pumps (three 75 horsepower pumps).

The intent of the scope below is to outline the required engineering services.

Scope of Work

1. TASK 1- PROJECT MANAGEMENT

1.1 Project Workplan

Develop a project workplan to define project organization, communication, project cost control procedures, document control, health and safety considerations, change management, and other project management requirements. The project design work will be carried out using a phased design delivery approach to assure a logical and progressive completion of the design work. The phases, as described below, will be carried out sequentially. Each phase of design will include a specific list of work products and deliverables, which are identified in the individual sections. Design review workshops will be conducted with the City's personnel, key individuals from the Walker Partners

project team and others as needed; the design review workshops will be conducted at critical design milestones as identified in the following sections.

1.2 Monthly Invoicing

Monthly invoice will be based upon percent complete of scope of work.

1.3 Quality Control/Quality Assurance

All deliverables will be reviewed by experienced Walker Partners staff. All comments by City staff and internal staff will be tracked and responded to in a timely manner.

1.4 Document Controls and Project Close-Out

Organize project information, manage access to information, post notices as needed, and archive information as required by the City.

1.5 Project Kickoff Meeting

Plan, coordinate, and conduct a project kickoff meeting with City staff and the Walker Partners team. Meeting will include discussions of:

- Project Objectives
- Project Communications
- City staff preferences for equipment and materials
- Regulatory Coordination – TCEQ plan review approval
- Design Flows
- Controls and Data Communications
- Site Visit

2. TASK 2 – METHODIST ENCAMPMENT WELL DISCHARGE PIPING RE-ROUTE

2.1. Operational Plan

2.1.1. Summarize well water quality data and typical water quality in the distribution system around the Methodist Encampment well.

2.1.2. Obtain and review capacity of pumps that fill one (1) million gallon tank.

2.1.3. Work with City staff to develop water quality goals for a blended water using the Methodist Encampment well.

2.1.4. Use an EPA approved corrosion model to determine water corrosivity and blending compatibility at water quality that meets goals for blended water.

2.1.5. Complete a draft operation plan for the Methodist Encampment well that will control the blend of the Methodist well water with the water from the distribution system.

2.1.6. Review operational plan with City staff.

2.1.7. Finalize plan for inclusion with design documents for TCEQ submittal.

2.1.8. Submit to TCEQ and address any TCEQ comments for approval. Note TCEQ may require site piping modification plans be submitted with the operational plan.

3. TASK 3 – LOIS STREET GROUND STORAGE TANK AND PUMP STATION

3.1. Preliminary Engineering

3.1.1. Complete a life cycle evaluation of a 650,000 gallons welded steel tank versus a prestressed concrete tank.

3.2. 60% Design Completion

•

3.2.1. Geotechnical

- Complete five (5) 25 feet deep borings and associated laboratory sampling and analysis (see Holt Engineering proposal attached).
- Determine site specific geotechnical conditions for each structure. Develop specific foundation requirements.
- Verify constructability (shoring and bracing requirements, dewatering issues).

•

•

3.2.2. Civil and Site Development

- Develop one plant site layouts. This will include activities such as: (1) determine structure size, location, and orientation; (2) layout roadways/truck access corridors and define maneuvering requirements (design vehicle); (3) determine emergency vehicle access requirements. (4) evaluate flood plain impacts and constraints; (5) locate storm water management facilities. (6) locate utility and piping corridors (horizontal and vertical).
- Coordinate with surveyors; coordinate with geotechnical engineer on boring locations; record boring locations on site drawings.
- Develop preliminary erosion control plan for the construction of the project.
- Freeze civil design concept. Structures and major site element horizontal locations are finalized. Structure floor/control levels, and finished grades are finalized.
- Define demolition requirements and limits.
- Define contractor staging, storage, access, and off-site access corridors.
- Prepare preliminary site grading drawings.
- Download survey data to create site-drawing files for final design.
- Set final structure elevations.
- Identify corridors for piping and other utilities.
- Show storm water control concepts (swales, curb, and gutter) on the design development drawings.
- Prepare first draft of technical specifications.
- Complete 60% design OPCC for site and civil construction.

3.2.3. Structural (Encotech Engineering Consultants)

- Consult with lead process engineer on tank, pump station, and electrical equipment structure layouts.
- Develop building foundation and structure concepts based on schematic layouts.
- Coordinate with geotechnical engineer to establish foundation design criteria for proposed structures. Review geotechnical report and discuss foundation design approach with geotechnical engineer and senior structural reviewer.
- Document structural design concept for each structure. Finalize materials of construction (cast-in-place versus precast concrete, roof structures, etc.).
- Preliminary framing plan for structures.
- Prepare first draft of technical specifications.

- Complete 60% design OPCC for structural construction.

3.2.4. Process Mechanical

- Prepare process flow diagrams (PFDs).
- Develop process narratives.
- Select and size all major process equipment including pumps. Prepare sizing calculations and obtain review. Establish level of redundancy required.
- Prepare equipment list with sizing for major equipment. Coordinate with the City on preferences of equipment manufacturer and processes.
- Prepare preliminary exhibits for equipment arrangements.
- Finalize major equipment sizing calculations.
- Assemble catalog cuts for all major process equipment. Complete equipment data sheets or equipment list on all major equipment items.
- Coordinate with I&CS in the finalization of P&IDs
- Final ancillary equipment sizing and line sizing calculations.
- Final equipment selection (type, size, weight, arrangement).
- Select piping materials.
- Prepare first draft of technical specifications.
- Complete 60% design OPCC for process mechanical construction.

3.2.5. Instrumentation and Control (S. Kanetzky Engineering)

- Coordinate with the process engineer(s) to prepare a process flow and instrumentation drawing (P&ID) for the pump station. Information to be included on each P&ID includes at a minimum: Process configuration, flow streams, valve and gate locations (manual and powered), chemical additions points/types, process equipment location/type including packaged control panels and adjustable-speed drives, flow meters and other process control devices.
- Develop equipment/instrument tag numbering, naming, and abbreviation conventions.
- Work with Process Engineer to prepare written operational description of each major process.
- Develop overall control philosophy including local control approach, control system, level of automation, supervisory control.
- Prepare preliminary I/O count. Size and locate I/O locations for distributed control systems (DCS). Coordinate I/O rack room sizing with electrical.
- Summarize I&C system design philosophy for each major process in a process control narrative. Include a description of the field elements to be used for each application and preliminary set points for major I&C elements. Update/finalize control system block diagram. Finalize typical control diagrams/loop diagrams for each type of control scheme to be used.
- Define control interfaces for all package systems with local controls.
- Prepare first draft of technical specifications.
- Complete 60% design OPCC for I&C construction.

3.2.6. Electrical (S. Kanetzky Engineering)

- Prepare preliminary overall one-line diagram for proposed facilities.
- Prepare preliminary load calculations.
- Size electrical panels.

- Determine number of electrical feeds to be provided to facility.
- Determine redundancy requirements for power supplies and power distribution.
- Establish preferred voltages for power distribution and utilization equipment.
- Coordinate with lead process engineers to size equipment motors.
- Prepare detailed electrical load calculations.
- Size electrical panels and prepare a preliminary layout of the major electrical equipment. Determine equipment requiring uninterruptable power supplies (UPS) and locations of UPS equipment. Coordinate with I&C discipline to determine space requirements and locations for control equipment. Locate major I/O termination panels, TJB's, and control panels.
- Define/document requirements and concepts for control system.
- Lay out duct bank system (major runs/manholes). Locate incoming power service. Coordinate with civil yard piping. Locate manholes and hand holes.
- Prepare preliminary site lighting layout.
- Prepare first draft of technical specifications.
- Complete 60% design OPCC for electrical construction.

3.2.7. Design Development Workshop

Walker Partners will conduct a half-day design workshop to review the work products with the City's personnel and other key project staff. The workshop will be held in the City's office. Final workshop minutes, documenting the key decisions, and the work products produced through subtasks above will be submitted to the City.

3.2.8. Deliverables for Task 3.2

- Submittal of 60% complete drawing set and a first draft of the specifications prior to the review workshop.
- 60% Design OPCC. Estimate will be a Class 2 estimate as defined by the Association for the Advancement of Cost Engineering (AACE) (AACE International Recommended Practice No. 18R-97 COST ESTIMATE CLASSIFICATION SYSTEM – AS APPLIED IN ENGINEERING, PROCUREMENT, AND CONSTRUCTION FOR THE PROCESS INDUSTRIES). This is a definitive estimate (typically -5% to + 15%).
- Meeting minutes from the review workshop.
- Recording of and response to comments on comment review "tracking" form.

3.3. 90% AND 100% DESIGN COMPLETION - CONTRACT DOCUMENT PREPARATION

3.3.1. Contract Document Completion

- Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. Owner input is required at this point to determine construction contract requirements and insurance requirements.
- Coordinate with Owner on advertising and bidding process.
- Prepare final construction drawings.
- Prepare final technical specifications.
- Prepare final calculations.
- Each design discipline to complete 90% complete OPCC.

- Complete final checking and coordination review.

3.3.2. Regulatory Review

- Submit 90% complete drawings and specifications to TCEQ for review and approval.
- Record and respond to regulatory comments.

3.3.3. Incorporation of Final Review Comments

Walker Partners will modify the contract documents to reflect all agreed upon final review comments from the City, applicable regulatory agencies and Walker Partners quality control review team. The final documents will then be submitted to the City.

3.3.4. Deliverables for Task 3.3

- Submittal of 90% complete drawing set and specifications prior to the review workshop.
- 90% Design OPCC. Estimate will be a Class 2 estimate as defined by the Association for the Advancement of Cost Engineering (AACE) (AACE International Recommended Practice No. 18R-97 COST ESTIMATE CLASSIFICATION SYSTEM – AS APPLIED IN ENGINEERING, PROCUREMENT, AND CONSTRUCTION FOR THE PROCESS INDUSTRIES). This is a definitive estimate (typically -5% to + 15%).
- Recording of and response to comments on comment review “tracking” form.
- Submit final drawings and specifications ready for bidding and for regulatory agency files.

3.4. Bid Phase Services

3.4.1. Walker Partners will assist the City in arranging and conducting one pre-bid conference.

Walker Partners will assist the City in developing the agenda and content of the pre-bid conference. Walker Partners will take minutes or make other provision for documenting the results of the pre-bid conference. Walker Partners will also record all questions and requests for additional information and shall coordinate with the City for issuing responses and additional information.

3.4.2. Walker Partners will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests and the response thereto. Walker Partners will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, which may be in the form of addenda.

3.4.3. Walker Partners shall assist the City in issuing all Addenda to the Bid Documents and shall distribute Addenda to the bidders. All Addenda shall be approved by the City.

3.4.4. Walker Partners shall review all bids and evaluate them for responsiveness and bid amount. Walker Partners will also verify through reasonable investigation the financial and performance history documentation submitted by the low bidder and second low bidder. Walker Partners shall prepare a report of its review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids. Walker Partners will provide technical (but not legal) advice in bid protest situations.

3.4.5.Deliverables for Task 3.4

- Minutes from Pre-Bid Meeting.
- Completed Addenda to Bid Documents.
- Technical Memorandum of bid evaluation - includes bid tabulation and recommendation of award.
- Conformed document sets.

3.5. Construction Services

3.5.1.Site Coordination

3.5.1.1. Pre-Construction Conference:

Walker Partners shall coordinate and attend one pre-construction conference with the Contractor to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project. Walker Partners will take minutes or otherwise record the results of this conference.

3.5.1.2. Project Meetings:

Walker Partners will conduct four periodic meetings with the Contractor and will prepare the minutes of these meetings. These meetings will be virtual meetings.

3.5.1.3. Field Instructions and Orders:

Walker Partners will issue field instructions, orders or similar documents during construction as provided in the contract for construction.

3.5.2.Construction Contract Administration

3.5.2.1. Payments to Contractor:

- Walker Partners will receive and review the Contractor's requests for payment. Walker Partners will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. Walker Partners shall provide recommendations to the City as to the acceptability of the requests. Walker Partners will advise the City as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

- Recommendations by Walker Partners to the City for payment will be based upon Walker Partners' knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Walker Partners to ascertain that the Contractor has completed the work in exact accordance with the contract for construction; that Walker Partners has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances.

3.5.2.2. Changes

3.5.2.2.1. Minor Variations in the Work:

Walker Partners may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents.

3.5.2.2.2. Coordinate Issuance of Changes:

- Walker Partners will assist the City with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services and shall entitle Walker Partners to additional compensation for the design services.
- Walker Partners will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. Walker Partners will assist the City with negotiations of the proposal and, upon approval by the City, prepare final change order documents for execution by the City and Contractor.

3.5.2.2.3. Review of Contractor's Requested Changes:

- Walker Partners shall review all Contractor-requested changes to the contract for construction. Walker Partners will make recommendations to the City regarding the acceptability of the Contractor's request and, upon approval of the City, assist the City in negotiations of the requested change. Upon agreement and approval, Walker Partners will prepare final change order documents.
- Design and engineering services of Walker Partners to review Contractor-initiated changes, and to prepare drawings and specifications for issuance to the Contractor, shall be considered as Additional Services, entitling Walker Partners to additional compensation.

3.5.2.2.4. Change Order Reports:

Walker Partners will provide periodic reports to the City about the status of Change Orders. The report shall include issued Change Orders, pending change orders, and change order amounts.

3.5.3.Field Inspection

3.5.3.1. Independent Testing, Inspection, and Survey Services:

The City will employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. Walker Partners will review the reports and other information prepared by the independent firms that are provided to the City. Walker Partners shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.

3.5.3.2. Design Team Visits:

Walker Partners will coordinate three visits to the site by the design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the Contractor or the City.

3.5.4.Shop Drawings, Samples, and Submittals

3.5.4.1. Submittal Schedule:

Walker Partners will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

3.5.4.2. Review of Shop Drawings, Samples, and Submittals:

- Walker Partners will coordinate with the design team for the reviews of the Contractor's shop drawings, samples, and other submittals. Walker Partners will log and track all shop drawings, samples and submittals.
- Walker Partners and design team's review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

3.5.5.Contractor Clarifications and Requests for Information (RFI)

3.5.5.1. Requests for Information:

- Walker Partners will review the Contractor's requests for information or clarification of the contract for construction. Walker Partners will coordinate such review with the design team and with the City as appropriate. Walker Partners will coordinate and issue responses to the requests.
- Walker Partners will log and track the Contractor's requests.

3.5.6. Proposed Substitutions:

Walker Partners will assist the City in reviewing and responding to the Contractor's requests for substitution of materials and equipment. Walker Partners will review such requests and will advise the City as to the acceptability of such substitutions.

3.5.7. Construction Close-Out

Walker Partners will assist the City in closing out the contract for construction and commencement of the City's use of the completed work. Walker Partners' services shall include the following.

3.5.7.1. Substantial Completion

Walker Partners will assist the City in issuing documents for substantial completion and acceptance of the work. Walker Partners will advise the City on payment, and partial release of retention.

3.5.7.2. Final Completion

Walker Partners will assist the City in issuing documents for final completion and acceptance of the work. Walker Partners will advise the City on final payment, release of retention, and release of insurance and bonds.

3.5.7.3. Vendor Operation and Maintenance Manuals, Training

Walker Partners will coordinate with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance and for training of the City's staff by the Contractor.

3.5.7.4. Warranties, Guarantees, Lien Releases

Walker Partners will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. Walker Partners will advise the City as to the acceptability and compliance of these documents with the contract for construction.

3.5.7.5. Close-out File and Records

Walker Partners will provide to the City an organized set of project documents and records.

3.5.7.6. As-Built Drawings

Walker Partners will revise the original design drawings to reflect available record information provided by the Contractor and equipment suppliers. One reproducible set, three hard copies, and AutoCAD drawings will be submitted to the City.

3.6. ASSUMPTIONS

3.6.1.BASIS OF DESIGN SCOPE AND FEE DEVELOPMENT

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

1. The design work on this project will be completed in calendar year 2022.
2. The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed. Any changes in these codes may necessitate a change in scope.
3. Construction Specifications Institute (CSI)'s MasterFormat, 50 Division specifications will be used as the basis for all technical specifications.
4. No equipment pre-purchase or pre-negotiation will be required.
5. In developing the level of effort, it is anticipated that the design of the Lois Street ground storage tank and pump station will require 35 to 40 drawings. The following lists the anticipated design drawings:

COVER SHEET

GENERAL

- | | | |
|---|------|--------------------------------------------|
| 1 | C000 | SHEET INDEX |
| 2 | C001 | PROJECT NOTES |
| 3 | C002 | ABBREVIATIONS & LEGEND |
| 4 | C003 | PROCESS INSTRUMENTATION AND CONTROL LEGEND |
| 4 | C003 | PROCESS MECHANICAL LEGEND AND SYMBOLOGY |

CIVIL

- | | | |
|----|------|---------------------------------------------|
| 5 | C100 | SITE PLAN |
| 6 | C101 | SITE DEMOLITION PLAN |
| 7 | C102 | CONTRACTOR LAYDOWN & LIMITS OF CONSTRUCTION |
| 8 | C103 | EROSION & SEDIMENTATION CONTROL PLAN |
| 9 | C104 | GRADING PLAN |
| 10 | C105 | YARD PIPING PLAN |
| 11 | C106 | CIVIL DETAILS |

STRUCTURAL

- | | | |
|----|------|---------------------|
| 12 | S100 | GROUND STORAGE TANK |
| 13 | S101 | PUMP STATION |
| 14 | S102 | ELECTRICAL BUILDING |
| 15 | S103 | DETAILS I |
| 16 | S104 | DETAILS II |

PROCESS MECHANICAL

- | | | |
|----|------|-------------------------|
| 17 | M100 | GROUND STORAGE TANK I |
| 18 | M101 | GROUND STORAGE TANK II |
| 19 | M102 | GROUND STORAGE TANK III |
| 20 | M103 | PUMP STATION PLAN |
| 21 | M104 | PUMP STATION SECTION |
| 22 | M105 | DETAILS I |

23	M106	DETAILS II
		INSTRUMENTATION
24	PID1	MECHANICAL PROCESS AND INSTRUMENTATION DIAGRAM
		ELECTRICAL
25	E100	LEGENDS & ABBREVIATIONS
26	E101	SITE PLAN - PUMP STATION
27	E102	480 VOLT ONE LINE DIAGRAM
28	E103	CONTROL SCHEMATICS
29	E104	SCHEDULES
30	E105	EQUIPMENT ELEVATIONS
31	E106	ELECTRICAL BUILDING ELECTRICAL PLAN
32	E107	ELECTRICAL BUILDING GROUNDING PLAN
33	E108	PUMP STATION ELECTRICAL PLAN
34	E109	VAULTS PLANS & DETAILS
35	E110	DETAILS I
36	E111	DETAILS II
37	E112	DETAILS III
38	E113	SCADA DIAGRAM
39	E114	PCL I/O SHEET

6. The drawings will follow Walker Partners CAE/CAD standards. AutoCad version 2019 will be used to develop the drawings.
7. The City will provide copies of all existing plant construction drawings. The siting, location and design of all new underground utilities will be based on the existing underground utility drawings and related location information provided by the City.
8. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination will be conducted as a separate contract.

Civil/Geotechnical

1. A topographic survey of the existing facilities and site will be required.
2. Legal, easement or plat surveys of the existing site will not be required.
3. Civil sitework plans will be provided only for areas of the site involving significant disturbance to existing grading.
4. Site drawings will only be prepared for those sectors in the plant where new facilities are to be constructed.
5. Due to area of facilities, no site permit is required.
6. Landscaping will be limited to seeding or sodding.
7. The only new roadway work required is in immediate area of new facilities.
8. The geotechnical investigation, including borings, tests, analyses, and recommendations, will be done by others under contract to Walker Partners. Walker Partners role is to review the recommendations and use them in preparing the design.

Structural/Architectural/Geotechnical

1. Conventional spread foundations will be required for all new facilities. Over excavation, preload, piles, or underdrain systems are not required.
2. Uplift due to high groundwater levels, if any, will be addressed with thickened base slabs or pressure relief valves in slabs. No underdrain systems or tension systems will be required.

Electrical and Instrumentation & Controls Systems

1. Walker Partners will not perform the work of developing process control system software for both the PLC and the PC interface.
2. The existing secondary or emergency electrical power supply system is adequate to handle any new loads. No additional secondary or emergency power source will be provided.

3.6.2. Construction Services Assumptions

1. The overall Construction period will last twelve months from a City-issued notice to proceed.
2. The project will be constructed under one construction contract.
3. The City will not be providing pre-purchased equipment or materials.
4. Walker Partners will arrange and conduct one pre-construction meeting for each construction project with the City, Contractor, and other interested parties, in the City's office or at the project site.
5. Monthly construction progress meetings will be attended via a virtual meeting. Walker Partners will have one person(s) attend each meeting.
6. Owner will provide a resident inspector for the project duration.
7. Thirty original submittals and fifteen resubmittals will be reviewed. This includes shop drawings, O&M submittals, and samples.
8. Ten Requests for Interpretation/ Clarification will be reviewed and responded to.
9. Two Change Orders will be prepared.
10. Ten periodic field inspection trips of a half day each will be made by design engineers.
11. Walker Partners will conduct one substantial completion inspection for each project lasting one day including travel time.
12. Walker Partners will conduct one final inspection for each project lasting one day including travel time.
13. Walker Partners will review twelve monthly pay requests from the Contractor.
14. Any labor and expenses required to address construction claims, unforeseen subsurface considerations or additional construction requested by the Contractor or City would be additional costs.
15. Any claims resolution or litigation assistance requested of Walker Partners will constitute a change in scope.
16. Safety
 - 16.1. Walker Partners will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.
 - 16.2. Walker Partners will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. Walker Partners will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Walker Partners staff, or staff of Walker Partners subcontractors, to unsafe conditions.

- 16.3. Walker Partners will notify affected personnel of any site conditions posing an imminent danger to them which Walker Partners observes.
- 16.4. Walker Partners is not responsible for health or safety precautions of construction workers. Walker Partners is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

3.6. SUPPLEMENTAL SERVICES

3.6.1. Boundary Survey

Our Boundary Verification Survey will include:

- Research of public records for vesting deed to the property and adjoining properties.
- Determine existing easement location, if any. Easements to be addressed will be provided by client.
- Locate property corners of subject tract and adjoining tracts.
- Determine Right of Way and property line location based on monuments found and junior and senior rights. Missing corners will not be placed.

3.6.2. Topographic Survey

Our Topographic and Tree survey will include:

- Provide three on site control points (Benchmarks), based on the Texas State Plane Coordinate System, South Central Zone, North American Datum 1983 (NAD 83) and North American Vertical Datum of 1988 (NAVD 88).
- Perform a Topographic and Tree Survey adequate for design purposes, including visible improvements, apparent utilities and trees 8 inches in diameter and larger, coordinate with Texas One-Call and City of Kerrville maintenance personnel for location of underground utilities.
- Provide a CAD drawing of the survey, including subject tract property lines, all visible improvements and utilities features, with one foot interval contours.
- Provide a CAD file and PDF copies of the survey drawing.

3.6.3. Geotechnical Borings and Recommendations

See Attached Proposal from Holt Engineering.

5. **ADDITIONAL SERVICES**

The following Additional Services are not included in the Scope of Services and will not be performed unless specifically authorized by the City:

1. **Claims and Disputes**

- 1.1. Walker Partners will receive, log, and notify the City about all letters and notices from the Contractor concerning claims or disputes between the Contractor and City pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. Walker Partners will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. Walker Partners will advise the City regarding the Contractor's compliance with the contract requirements for such claims and disputes. Walker Partners will assist the City in discussions with the Contractor to resolve claims and disputes.
- 1.2. Walker Partners will not issue decisions on Contractor claims or disputes. Walker Partners will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.
2. In-pipe surveys including CCTV inspection.
3. Performing bench-scale or outside laboratory water quality studies.
4. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
5. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by City or others.
6. Services required due to delays or other causes beyond Engineer's control.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting City in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by City.
8. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit B: Compensation

The scope described in Exhibit A of the contract will be performed for a lump sum of \$231,186. The following attachment provides details of our estimated level of effort and total fee.

City of Kerrville																	Project Fee Summary	
Design, Bidding, and Construction Services For Integration of Methodist Encampment Well Into Normal Water System Operations																	Basic Effort	\$201,686
5/3/2022																	Supplemental	\$29,500
Detailed Overall Consultant Cost Breakdown																	Total Effort	\$231,186
Basic Services																		
Task	Employee	Joe J.		Bryce C.	EIT			Total Hours	Total Labor Effort	Total Expense Effort	Encotech	SKE	Holt		Total Sub Effort	Total Effort	Assumptions	
	Project Role	Project Manager	Senior Project Engineer	Senior Design Engineer	Project Engineer II	Technician VI	Support Staff III											
	Hourly Bill Rate	\$290.00	\$200.00	\$165.00	\$120.00	\$95.00	\$80.00											
Basic Services																		
	Task 1 - Project Management	14	16	40	20	0	2	92	\$ 16,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,420		
1.1	Project Workplan	2		0	8			10	\$ 1,540							\$ 1,540		
1.2	Monthly Invoicing	6		24	0		0	30	\$ 5,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,700		
1.3	Quality Control/Quality Assurance	2	16	8				26	\$ 5,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,100		
1.4	Document Controls and Project Close-Out				4		2	6	\$ 640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 640		
1.5	Project Kickoff Meeting	4		8	8			20	\$ 3,440							\$ 3,440		
	Task 2 - Methodist Encampment Well Discharge Piping Re-Route	5	0	8	61	0	4	78	10,410	0	0	0	0	0	0	10,410		
2.1	Operational Plan	5	0	8	61	0	4	78	\$ 10,410	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,410		
2.1.1	Summ. well water quality data & typ water quality around M.E. well	1	0	1	32	0	0	34	\$ 4,295		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,295		
2.1.2	Obtain and review capacity of pumps that fill one (1) million gallon tank.			1	2			3	\$ 405		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 405		
2.1.3	Work with C.O.K. staff to develop water quality goals for blended water from M.E. well.	1		1	4		1	7	\$ 1,015		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,015		
2.1.4	Use EPA approved corrosion model to determine compatibility of blended water			1	6			7	\$ 885		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 885		
2.1.5	Draft an operation plan for the M.E. well that will control the blend of the well water	1		1	8		1	11	\$ 1,495		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,495		
2.1.6	Review operational plan with City staff	1		1	4			6	\$ 935		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 935		
2.1.7	Finalize plan for inclusion with design documents for TCEQ submittal	1		1	4		1	7	\$ 1,015		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,015		
2.1.8	Submit to TCEQ and address any TCEQ comments for approval			1	1		1	3	\$ 365		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365		
	Task 3 - Lois Street Ground Storage Tank and Pump Station	70	5	305	336	104	46	866	125,505	0	53,000	46,525	0	0	44,375	169,880		
3.1	Preliminary Engineering	0	2	0	2	0	0	4	\$ 640	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,640		
3.1.1	Complete LCC evaluation of a welded steel tank vs. a prestressed concrete tank	0	2	0	2			4	\$ 640	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,640		
3.2	60% Design Phase	9	1	59	102	40	24	235	30,505	0	17,000	18,975	0	0	35,975	66,480		
3.2.1	Geotechnical	0	0	4	0	0	0	4	\$ 660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 660		
	Complete five (5) 25-foot deep borings and associated lab sampling & analysis							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Determine site specific geotech conditions & foundation reqs. for each structure			2				2	\$ 330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330		
	Verify constructability			2				2	\$ 330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330		
3.2.2	Civil	1	0	23	50	38	16	128	\$ 14,975	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,975		
	Develop one plant site layout																	
	Coordinate with surveyors & geotechnical engineer																	
	Develop preliminary erosion control plan																	
	Freeze civil design concept							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Define demolition requirements and limits			2	4	4		10	\$ 1,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,190		
	Define contractor staging, storage, access, and off-site access corridors			0	2	2		4	\$ 430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 430		
	Prepare preliminary site grading drawings			2	4	4		10	\$ 1,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,190		
	Download survey data to create site-drawing files for final design					4		4	\$ 380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380		
	Set final structure elevations			1				1	\$ 165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165		
	Identify corridors for piping and other utilities			4	8	16		28	\$ 3,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,140		
	Show storm water control concepts on the design development drawings			2	8	8		18	\$ 2,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,050		
	Prepare first draft of technical specifications	1		8	16		16	41	\$ 4,810	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,810		
	Complete 60% design OPCC			4	8			12	\$ 1,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,620		
3.2.3	Structural	0	0	0	0	0	0	0	\$ -	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ 16,000	\$ 16,000		
	Consult with lead process engineer on tank, pump station, and electrical																	
	Develop building foundation and structure concepts																	
	Est. foundation design criteria							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Document structural design concepts & finalize materials of construction																	
	Preliminary framing plan for structures																	
	Prepare first draft of technical specifications							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Complete 60% design OPCC							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3.2.4	Process Mechanical	0	1	24	42	2	8	77	\$ 10,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,030		
	Prepare process flow diagrams (PFDs)																	
	Develop process narratives																	
	Select and size all major process equipment																	
	Prepare equipment list and coordinate owner preferences																	
	Prepare preliminary exhibits for equipment arrangements																	
	Finalize major equipment sizing calculations			4	8			12	\$ 1,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,620		
	Assemble catalog cuts & complete data sheets for all major equipment			2	2			4	\$ 570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570		
	Coord. with I&CS in finalization of P&IDs			2	2	2		6	\$ 760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 760		
	Final ancillary equipment sizing and line sizing calculations			2	2			4	\$ 570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570		
	Final equipment selection		1	1	2			4	\$ 605	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 605		
	Select piping materials			1	2			3	\$ 405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 405		
	Prepare first draft of technical specifications			8	16		8	32	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,880		
	Complete 60% design OPCC			4	8			12	\$ 1,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,620		

City of Kerrville																	Project Fee Summary	
Design, Bidding, and Construction Services For Integration of Methodist Encampment Well Into Normal Water System Operations																	Basic Effort	\$201,686
5/3/2022																	Supplemental	\$29,500
Detailed Overall Consultant Cost Breakdown																	Total Effort	\$231,186
Basic Services																		
Task	Employee	Joe J.		Bryce C.	EIT			Total Hours	Total Labor Effort	Total Expense Effort	Encotech	SKE	Holt		Total Sub Effort	Total Effort	Assumptions	
	Project Role	Project Manager	Senior Project Engineer	Senior Design Engineer	Project Engineer II	Technician VI	Support Staff III											
	Hourly Bill Rate	\$290.00	\$200.00	\$165.00	\$120.00	\$95.00	\$80.00											
3.2.5	Instrumentation & Control Systems	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 3,975	\$ -	\$ -	\$ 3,975	\$ 3,975		
	Prepare P&ID for pump station (coord. with process engineer)																	
	Develop equipment/instrument tag numbering, naming, and abbrev. conventions																	
	Prepare operational descriptions of each major process (with process engineer)																	
	Develop overall control philosophy																	
	Prepare prelim. I/O count & size and locate I/O locations for DCS							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Summ. I&C system design philosophy for each major process in a control narr.; finalize control system block diagram & typical control/loop diagrams for each type of control scheme							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Define control interfaces for all package systems with local controls							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Prepare first draft of technical specifications							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Complete 60% design OPCC							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3.2.6	Electrical	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ 15,000		
	Prepare preliminary overall one-line diagram																	
	Prepare preliminary load calculations																	
	Size electrical panels																	
	Determine number of electrical feeds to be provided by facility																	
	Determine redundancy requirements for power supplies and distribution																	
	Establish preferred voltages for power distribution and utilization equipment																	
	Coord. with process engineer to size equipment motors							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Prepare detailed electrical load calculations							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Size electrical panels & prepare prelim. layout of major electrical & control equipment; determine equipment requiring UPS							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Define/document reqs. and concepts for control system							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Lay out duct bank system							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Prepare preliminary site lighting layout																	
	Prepare first draft of technical specifications							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Complete 60% design OPCC							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3.2.7	Design Development Workshop	8		8	8			24	\$ 4,600	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ 5,600		
4.3.7	Deliverables for Task 3.2	0	0	0	2	0	0	2	\$ 240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240		
	60% complete drawing set and draft specifications							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	60% Design OPCC (Class 2 estimate)							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Meeting minutes from review workshop				2			2	\$ 240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240		
	Recording of and response to comments			2	2			4	\$ 570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570		
3.3	90% and 100% Design Completion - Contract Document Preparation	7	2	56	64	34	20	183	24,180	0	16,000	16,000	0	0	0	24,180		
3.3.1	Contract Document Completion	5	2	44	54	24	18	147	\$ 19,310	\$ -	\$ 16,000	\$ 16,000	\$ -	\$ -	\$ -	\$ 19,310		
	Finalize front-end documents	2		2	2		2	8	\$ 1,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,310		
	Coordinate with owner on advertising and bidding process	1		2				3	\$ 620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620		
	Prepare final construction drawings			16	24	24		64	\$ 7,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,800		
	Prepare final technical specifications			16	24		16	56	\$ 6,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,800		
	Prepare final calculations			2	2			4	\$ 570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570		
	Complete 90% OPCC for each design discipline			2	2			4	\$ 570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570		
	Complete final checking and coordination review	2	2	4				8	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,640		
3.3.2	Regulatory Review	2	0	4	2	2	0	10	\$ 1,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,670		
	Submit 90% complete drawings and specifications to TCEQ for review/approval	1		2				3	\$ 620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620		
	Record and respond to regulatory comments	1		2	2	2		7	\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050		
3.3.3	Incorporation of Final Review Comments			8	8	8	2	26	\$ 3,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200		
3.3.4	Deliverables for Task 3.3	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	90% complete drawing set and specifications							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	90% Design OPCC (Class 2 estimate)							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Recording of and response to comments			2	1			3	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450		
3.4	Bid Phase Services	9	0	18	12	2	0	41	\$ 7,210	\$ -	\$ 3,000	\$ 2,400	\$ -	\$ -	\$ 5,400	\$ 12,610		
3.4.1	Pre-bid conference	6		6				12	\$ 2,730	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,730		
3.4.2	Receive and answer bidders' questions & request for additional information	1		4	8	2		15	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100		
3.4.3	Issue & distribute all Addenda to the Bid Documents	1		4	4			9	\$ 1,430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,430		
3.4.4	Review & evaluate all bids; prepare report of review and include recommendations	1		4				5	\$ 950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 950		
3.4.5	Deliverables for Task 3.4							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Pre-bid meeting minutes			2				2	\$ 330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330		
	Completed Addenda to Bid Documents				2	2	2	6	\$ 590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 590		
	TM of bid evaluation - includes bid tabulation and recommendation of award	1		2				3	\$ 620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620		
	Conformed document sets			2	2	2	2	8	\$ 920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 920		

City of Kerrville																	Project Fee Summary		
Design, Bidding, and Construction Services For Integration of Methodist Encampment Well Into Normal Water System Operations 5/3/2022 Detailed Overall Consultant Cost Breakdown																	Basic Effort	\$201,686	
																	Supplemental	\$29,500	
																	Total Effort	\$231,186	
Basic Services																			
Task	Employee	Joe J.		Bryce C.	EIT			Total Hours	Total Labor Effort	Total Expense Effort	Encotech	SKE	Holt		Total Sub Effort	Total Effort	Assumptions		
	Project Role	Project Manager	Senior Project Engineer	Senior Design Engineer	Project Engineer II	Technician VI	Support Staff III												
	Hourly Bill Rate	\$290.00	\$200.00	\$165.00	\$120.00	\$95.00	\$80.00												
3.5	Construction Services for Lois Street Ground Storage Tank and Pump Station	45	0	172	156	28	2	403	62,970	0	14,000	9,150	0	0	0	62,970			
3.5.1	Site Coordination	22	0	54	8	8	0	92	\$ 17,010	\$ -	\$ 1,300	\$ 1,300	\$ -	\$ -	\$ -	\$ 17,010			
3.5.1.1	Pre-construction conference with the Contractor	6		6	0			12	\$ 2,730	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,730			
3.5.1.2	Project meetings	16		40				56	\$ 11,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,240			
3.5.1.3	Field instructions and orders			8	8	8		24	\$ 3,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,040			
3.5.2	Construction Contract Administration	2	0	24	44	4	0	74	\$ 10,200	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 10,200			
3.5.2.1	Receive and review the Contractor's request of payments			6	20			26	\$ 3,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,390			
3.5.2.2	Changes							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Minor variations in the work	1		8	16	4		29	\$ 3,910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,910			
	Coordinate issuance of changes			4	4			8	\$ 1,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,140			
	Review of Contractor's requested changes	1		4	4			9	\$ 1,430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,430			
	Change order reports			2				2	\$ 330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330			
3.5.3	Field Insepction	8	0	18	20	0	0	46	\$ 7,690	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ 7,690			
3.5.3.1	Independent testing, inspection, and survey services			2	4			6	\$ 810	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 810			
3.5.3.2	Design team visits	8		16	16			40	\$ 6,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,880			
3.5.4	Shop Drawings, Samples, and Submittals	2	0	26	40	0	0	68	\$ 9,670	\$ -	\$ 8,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 9,670			
3.5.4.1	Submittal schedule			2				2	\$ 330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330			
3.5.4.2	Review of shop drawings, samples, and submittals	2	0	24	40			66	\$ 9,340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,340			
3.5.5	Contractor Clarifications and Requests for Information (RFI)	2	0	24	24	0	0	50	\$ 7,420	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 7,420			
	Review, log and track Contractor's RFIs	2		24	24			50	\$ 7,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,420			
3.5.6	Construction Close-Out	9	0	26	20	16	2	73	10,980	0	1,200	350	0	0	0	10,980			
3.5.6.1	Substantial Completion			8				8	\$ 1,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,320			
3.5.6.2	Final Completion	8		8				16	\$ 3,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,640			
3.5.6.3	Vendor Operation and Maintenance Manuals, Training			2	2			4	\$ 570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570			
3.5.6.4	Warranties, Guarantess, Lien Releases							0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
3.5.6.5	Close-out File and Records				2		2	4	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400			
3.5.6.6	As-Built Drawings	1	0	8	16	16		41	\$ 5,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,050			
								0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Supplemental Services																			
	Supplemental Services	0	0	0	0	0	0	0	\$8,500	\$0	\$ -	\$ -	##### ###	\$ -	##### ####	\$28,500			
	Boundary Survey							0	\$2,500	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,500			
	Topographic Survey							0	\$6,000	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$6,000			
	Geotechnical Borings and Recommendations							0	\$0	\$0	\$ -	\$ -	##### ###	\$ -	##### ####	\$20,000			
	Construction Phase Claims and Disputes																		
	CCTV inspection							0	\$0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$0			
	Bench-scale or outside lab water quality studies							0	\$0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$0			
	Preparation of applications and supporting docs for private/governmental grants, loans, or advances							0	\$0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$0			
	Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.							0	\$0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$0			
	Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.							0	\$0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$0			
	Services required due to delays or other causes beyond Engineer's control.							0	\$0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$0			
	Undertaking investigations and studies							0	\$0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$0			
Totals									\$160,835	\$0	\$53,000	\$46,525	\$20,000	\$0	\$64,375	\$225,210			
Total Hours per category		89	21	353	417	104	52	1,036		5% markup	\$ 2,650	\$ 2,326	\$ 1,000			\$ 5,976			
Grand Total:														Grand Total		\$231,186			



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

SUBJECT: Change order with M&C Fonseca Construction Co., Inc. for additional channel improvements as part of the Lower Lois Street Drainage project in the amount of \$151,888.

AGENDA DATE OF: May 10, 2022

DATE SUBMITTED: Apr 29, 2022

SUBMITTED BY: Kyle Burow

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$151,888	\$1,735,969.37	\$2,000,000.00	Project #: 70-19010

PAYMENT TO BE MADE TO: M&C Fonseca Construction Co., Inc.

Kerrville 2050 Item?	Yes
Key Priority Area	W - Water / Waste-Water / Drainage
Guiding Principle	W7. Develop and maintain a long-range plan for stormwater/drainage management, addressing and prioritizing infrastructure needs and identifying funding sources
Action Item	W7.4 - As a part of the drainage plan, focus on regional versus single-site detention

SUMMARY STATEMENT:

In 2018, City Council contemplated the development of a citywide drainage master plan and additional topics including review of drainage design standards, FEMA Flood Maps, maintenance of urban ditches, flooded streets, streams, and waterways. City Council was also presented with the effect of using streets as the community's primary means of stormwater drainage, and the consequential effects on the street pavement condition. It was determined at the meeting that the City should develop a citywide stormwater drainage master plan to help address the top rated drainage issues around the community. In addition, during the Kerrville 2050 Comprehensive Planning process, the citizens of Kerrville requested the City take a more holistic approach to providing development guidance for stormwater management, as well as a means to better enforce the design criteria for the benefit of the overall community. The direction from the Kerrville

2050 plan was to create a master plan to both update current development/drainage standards for future community growth, as well as outline strategies to address existing problematic stormwater areas.

Council directed staff to incorporate a program to address specific drainage projects already known by City staff and the community, as well as future project planning. In January 2019, the City hired LNV Engineering to evaluate the drainage improvement needs for the 13 problem areas identified, with proposed solutions for each area. In June 2019, a draft of the stormwater master plan presented an initial prioritization of the 13 problematic drainage areas based off of weighted criteria, recommend changes to drainage facility construction standards and development codes, identify funding opportunities, and provide a road map for future implementation.

In August 2019, City Council authorized the issuance of \$10.5 million in Certificates of Obligation for street and drainage improvements based on the two highest-ranking identified projects. In 2014, the City hired Hewitt Engineering Inc. to perform a topographic survey and conduct a preliminary engineering analysis for drainage channel adjacent to the Take-It-Easy RV Park. The analysis included verification of contributing watershed, peak flow determination during various storm events, and evaluation of several solutions for future improvements. With this level of prior service and exploration regarding the identified project area, the City staff hired Hewitt Engineering Inc. to perform the necessary design and engineering services to develop construction bid documents, assist in the bid process, and assist in the construction management of the Take-It-Easy RV channel and Lois Street drainage projects identified as priority projects ranked #1 and #2 in the Stormwater Master Plan.

In late 2021, the City contracted M&C Fonseca Construction Co., Inc. to construct the drainage channel modifications identified as Drainage Priority project #1 between State Highway 27 and Guadalupe Street according to construction plans developed by Hewitt Engineering, Inc. The scope of the original project in progress is to construct a series of box culverts, concrete channel, and earthen channel to convey water from the hills to the Guadalupe River while safely protecting the residential areas. During design, budget limitations restricted the full development of the channel to be comprised entirely with concrete and an elected alternative was the lower cost earthen channel. With the lower than anticipated contract amount, staff and Hewitt Engineering evaluated the use of funding to provide additional concrete to line the channel to protect a larger residential area. The scope of this change order would reduce the length of earthen channel and provide an additional 350 feet of concrete lined channel mostly between the Take-It-Easy RV Resort and Lonestar Lodges & Mobile Home Park. The original contract amount was \$1,768,775.00 and this change order would bring the total contract amount to \$1,920,663.00.

RECOMMENDED ACTION:

Authorize the City Manager to execute the change order.



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

SUBJECT: Purchase of two mobile generators from LJ Power, a Buyboard vendor, in the amount of \$165,612; such generators to help ensure emergency operations of the City's water system in accordance with state law.

AGENDA DATE OF: May 10, 2022 **DATE SUBMITTED:** Apr 21, 2022

SUBMITTED BY: Julie Behrens

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$165,612	\$671,393	\$865,000	70-7000-5300

PAYMENT TO BE MADE TO: LJ Power

Kerrville 2050 Item?	Yes
Key Priority Area	F - Public Facilities and Services
Guiding Principle	F1. Commit to maintaining high-quality, cost-effective public services and facilities consistent with anticipated growth and ensure cost-effective use and maintenance of these assets
Action Item	N/A

SUMMARY STATEMENT:

Staff proposes the purchase of electrical power generators from LJ Power, a Buyboard vendor (BB contract# 657-21). Purchases made through vendors contracted with purchasing co-ops, such as Buyboard, satisfies both the City's purchasing policy and state law. These two mobile generators will allow staff to move generators to locations as needed for emergencies and is more economical than the purchase of stationary generators that can only be used at one site. This purchase will also aid the city in providing compliance with Senate Bill 3 related to utility system reliability, as discussed in August 2021. The City continues working through compliance with this bill as quickly as possible. An emergency plan has been submitted to TCEQ, which includes the purchase of these two generators. Staff have identified the need for multiple generators around the City and are working to identify funding. These two mobile generators will be the first purchase to supply electricity to critical facilities and comply with Senate Bill 3. The

installation of generator power connections at facilities such as City Hall and the library will allow these mobile generators to power these facilities in the event of a power outage, when needed at either of those locations. Having power at City Hall is critical during emergencies in order to allow staff to work to serve the citizens and provide support to staff in the field. Having the ability to power the library will also provide additional space for staff to work as well as potentially serving as a warming station or for other operations, if needed. Additional work to install power transfer equipment to these critical facilities will be required. This work will come to Council on a future agenda with a separate contract, if needed.

RECOMMENDED ACTION:

Authorize the City Manager to negotiate and execute an agreement to purchase two mobile generators.



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

SUBJECT: Citizen requested agenda item: A discussion of the current "Ethics Policy for Elected and Appointed Officials - City of Kerrville, Texas" as it relates to the Mayor's behavior during Visitor's Forum at City Council meeting April 12, 2022. Requested by citizen George Barody, sponsored by Councilmember Roman Garcia.

AGENDA DATE OF: May 10, 2022 **DATE SUBMITTED:** May 03, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS: [20220510_Citizen email.pdf](#)
[20220510_Ethics Policy 4-25-17.pdf](#)

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
N/A	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

On Monday, May 2, 2022, citizen George Barody requested to add:

"Title: Discussion of the current Ethics Policy for Elected and Appointed Officials - City of Kerrville, Texas" as it relates to the Mayor's behavior during Visitor's Forum at City Council meeting April 12, 2022", to an upcoming Council agenda.

The citizen requested the agenda packet include the current "Ethics Policy for Elected and Appointed Officials", and that the following sections be highlighted for discussion:

B. Comply with Laws (consider Open Meetings Act)

C. Civility (Note 'City officials shall refrain from abusive conduct, personal charges, or

verbal attacks upon the character or motives of the public')

Q. Positive Workspace Environment (Note "City Officials shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses interacting with the City.'

VI. Compliance and Enforcement

The language/opinion presented in the caption and summary of the agenda item are provided by the requesting citizen.

See attached email.

RECOMMENDED ACTION:

This agenda item is a citizen requested item.

From: George Baroody
Sent: Monday, April 18, 2022 4:38 PM
To: Bill Blackburn; Roman Garcia; Kim Clarkson; Judy Eychner; Brenda Hughes; Shelley McElhannon
Subject: Potential Agenda Item for Next Council Meeting
Categories: Yellow Category

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

I am writing in reference to the inappropriate exchange that was initiated by the Mayor at the most recent City Council meeting on Tuesday April 12th. After I made some comments during the Visitor's Forum, the Mayor chose to pull me back to the microphone in order to ask me a question having nothing to do with the topic(s) I had been speaking about.

Besides the fact the Mayor was engaging in conversation on a topic not properly posted on the agenda, clearly outside the boundaries of the Open Meetings Act, his direct question to me was actually not a question but an attempt to falsely claim I was a liar. I don't think it would be appropriate to call any citizen out as a liar, even if factually correct, however to bear false witness on a citizen from a sitting Mayor, from the dais, would be especially improper.

People can disagree and have rational debate over any number of issues, however when the leaders of our community resort to this kind of character assassination I believe someone should stand up, and not only the person being wronged.

I reached out to the Mayor last Tuesday evening with my thoughts on this matter and told him I felt I was entitled to an apology at least as public as his false accusations about my character which are now recorded permanently. I was hoping to resolve it between he and I however his response was not only not apologetic, but directed further accusations towards me.

As the Mayor and Council that prides itself on 'Kerrville Kindness' and civility, I would think this type of behavior would not represent this Council as a body and is deserving of discussion. I am respectfully requesting that the next City Council meeting include an agenda item with the following:

Discussion/Possible Action

Title: Discussion of the current "Ethics Policy for Elected and Appointed Officials – City of Kerrville, Texas" as it relates to the Mayor's behavior during Visitor's Forum at City Council Meeting April 12, 2022.

Agenda Packet to include the current "Ethics Policy for Elected and Appointed Officials". Highlighted for discussion should be the following sections:

B. Comply with Laws (consider Open Meetings Act)

C. Civility (Note 'City officials shall refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of the public')

Q. Positive Workspace Environment (Note 'City Officials shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses interacting with the City.'

VI. Compliance and Enforcement

Thanks for your consideration,

George Baroody
830.542.9210

ETHICS POLICY

for Elected and Appointed Officials - City of Kerrville, Texas

I. Purpose.

City Council has adopted this Ethics Policy as a way to encourage and ensure the highest standards of personal and public conduct during tenure in office. Adherence to this Policy will help maintain confidence and trust in the representatives and decision-makers for the City of Kerrville, Texas (“City”), each of whom must remain independent, impartial, and accountable to the citizens and businesses that they serve. In addition to this Policy, elected and appointed officials must adhere to state laws, the City Charter, and other City policies, which govern their conduct.

II. Goals.

The goals of this Policy are that both Councilmembers and City Officials:

- A. comply with both the letter and spirit of the laws and policies affecting the operations of government;
- B. remain independent, impartial, and fair in their judgment and actions; and
- C. use their respective office or position for the public good and not for personal gain.

III. Definitions.

The following terms when used in this Policy have the following meanings:

Board means a board, commission, or committee of the City, in whatever form and whether advisory or nonadvisory and temporary or permanent.

City Council means the legislative and governing body of the City consisting of the mayor and councilmembers.

City Official means City Council and any appointed member of a Board.

IV. Standards of Conduct.

A. *Act in the Public Interest:* Recognizing that stewardship of the public interest must be their primary concern, City Officials shall work for the common good of the whole City and not for any private or personal interest. Furthermore, each City Official shall assure fair and equal treatment of all persons and matters presented to them in their service to the City. City Officials are prohibited from using their positions to influence any City-government decision in which they have a personal interest. Under the City Charter, City Council assumes the duties of office without party or partisan mark or designation.

B. *Comply with Laws:* City officials shall comply with the laws of the nation, the State of Texas, and the City in the performance of their public duties. These laws include the United States and Texas constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, open government; and the City Charter, ordinances, and policies. City officials acknowledge that most information created by a City Official, regardless of whether it is created on a personal electronic device or with a personal email account, is subject to public disclosure under the Texas Public Information Act.

C. *Civility:* The professional and personal conduct of City Officials must be above reproach and avoid even the appearance of impropriety. City Officials shall refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of the public or other City Officials and employees. Each Official should strive to promote and maintain courtesy, civility, and collegiality.

D. *Respect the Process:* City Officials shall perform their duties in accordance with the processes and rules of order established by the City Council, which govern the public deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

E. *Meeting Attendance:* City Officials are obligated to attend meetings and come prepared with an awareness and a fairly good and well-informed understanding of the agenda issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. City Officials shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or to otherwise interfere with the orderly conduct of meetings, all of which is in accordance with Council's applicable meeting rules and procedures.

F. *Meeting Preparation:* Where a question arises during the preparation for meetings and with the goal of making meetings as efficient as possible, City Officials should submit their question to the appropriate staff person for research and response prior to the meeting. The question and response may certainly be discussed during the upcoming meeting. In the case of City Council, the question should be submitted to the City Manager.

G. *Decisions Based on Merit:* City Officials should review the agenda material, participate in public discussion, and base all decisions on the merits and substance of the matter at hand.

H. *Communication:* Prior to taking final action on a matter under consideration, City Officials shall publicly share any substantive information, which they may have received from sources outside the public decision-making process that is relevant to such action by the Council or Board. Where a City Official cites to a document or information that is received through independent research or study, the City Official should provide a copy of such document to the other City Officials, or at a minimum, provide the citation to where the information may be found.

I. *Strict Confidentiality:*

1. In the course of performing official duties, City Officials may, and City Council will, be privy to confidential information, defined as any information that the City Official is notified is confidential at the time it is shared with the member or that a reasonable person would understand to be confidential from the totality of the circumstances surrounding how the member is made aware of the information. Every City Official shall maintain the strictest confidentiality of all such information received, regardless of whether said information is discussed in an Executive Session. No City Official shall divulge or cause or permit to be disclosed any confidential information to any person not included in the communication by which the City Official received the confidential information.

2. Legal counsel from and matters discussed with the City Attorney are confidential and legally protected by the attorney-client privilege. This privilege belongs to the entire City Council or Board and may be waived only by majority vote of the Council or Board. No member of Council or Board member shall divulge or disclose any such privileged matter unless the Council or Board has voted to waive the privilege.

J. Conflicts of Interest and Disclosure: City Officials shall familiarize themselves and adhere to the following conflicts of interest and disclosure statutes and principles:

1. Ch. 171, Tx. Local Gov't Code – requires City Council and some City Officials to file an affidavit disclosing a substantial interest in a business or property that would be beneficially affected by a decision of the Council or Board and thereafter abstaining from participation in discussion and a vote. Once disclosure is made, the City Official shall leave the meeting to ensure their presence does not hinder the discussion of the item or influence the vote.

2. Ch. 176, Tx. Local Gov't Code – requires City Council to file a conflicts disclosure statement disclosing any business relationship with a person or business doing business with the City or being considered by the City for a business relationship.

3. Section 176.003(a)(2)(B), Tx. Local Gov't Code – requires the disclosure of gifts of an aggregate value of more than \$250.00 in a twelve (12) month period, other than gifts of food, lodging, transportation, or entertainment and accepted as a gift.

4. Sections 553.001-553.003, Tx. Gov't Code – requires the filing of an affidavit before the date the City will acquire a property in which a public servant has an interest.

5. Chs. 36 and 39, Tx. Penal Code – penal Code provisions concerning corruption, including Section 36.02 prohibiting bribes, Section 36.08(d) prohibiting illegal benefits, Section 36.09 prohibiting receipt of prohibited gifts, Section 39.02 concerning abuse of official capacity, and Section 39.06(a) concerning misuse of official information.

K. Advocacy: City Officials shall not utilize the City's name or logo for purposes of endorsing any political candidate or business. City Officials shall only represent the official policies or positions of the City Council or Board to the best of their ability, and such representation may only occur upon receiving the specific approval of City Council or Board. When presenting

their individual opinions and positions, City Officials shall explicitly state they do not represent their body or the City nor will they allow any inference that they do.

L. Confidential Information: City Officials shall respect the confidentiality of information concerning City property, personnel, or proceedings of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal interests.

M. Use of Public Resources: City Officials shall not use public resources generally unavailable to the public, such as City staff time, equipment, supplies, or facilities for private gain or personal purposes.

N. Representation of Private Interests: In keeping with their role as stewards of public interests, City Officials shall not appear on behalf of private interests of third parties before the Council or Board.

O. Policy Role of City Officials: City Officials shall respect and adhere to the City's governmental structure as outlined in the City's charter, policies, and procedures. In this structure, the City Council determines the policies of the City with information, analysis, and advice provided by the public, Boards, and staff. City Officials therefore shall not interfere with the administrative functions of the City or the professional duties of the City staff; nor shall they impair the ability of staff to implement Council policy decisions.

P. Independence of Boards: Because of the value of the independent advice of Boards to the public decision-making process, City Officials shall refrain from using their position to unduly influence the deliberations or outcomes of Board proceedings.

Q. Positive Workplace Environment: City Officials shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses interacting with the City. City Officials shall recognize their special role in dealing with City employees and refrain from creating the perception of inappropriate direction to staff.

V. Implementation.

As an expression of the expected standards of conduct for City Officials, the Policy is self-enforcing. It therefore is most effective when City Officials are thoroughly familiar with it and embrace its provisions. Ethical standards will be included in the orientation for new Councilmembers and new Board members. City Officials entering office must sign the attached statement affirming that they have read, understood, and agree to follow this Policy. City Council shall periodically review this Policy and consider any revisions.

VI. Compliance and Enforcement.

The Policy expresses standards of ethical conduct expected for City Officials. City Officials have the primary responsibility to assure that ethical standards are understood and met and that the public maintains full confidence in the integrity of City government. Councilmembers, as well as Board members, have the responsibility to intervene when a City Official's actions appear to be in

violation of the Policy and such actions or inactions are brought to their attention. The City Council may impose sanctions, such as reprimand, formal censure, or loss of assignment on a City Official whose conduct does not comply with this Policy. The City Council also may act to remove members of Boards from office.

STATEMENT OF COMMITMENT
Ethics Policy for Elected and Appointed Officials - City of Kerrville, Texas

As a member of the Kerrville City Council or a City board, commission, or committee, I agree to uphold the Policy and conduct myself by the following model of behavior. I will:

- Recognize the worth of City Officials and employees and appreciate their individual talents, perspectives, and contributions;
- Help create an atmosphere of respect and civility where the public, City Officials, and City staff are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of the City;
- Treat all people with whom I come in contact in a manner I wish to be treated.

I affirm that I have read and that I understand, accept and support the Policy.

Name; Position; Council, Board, etc.

Signature

Date



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

SUBJECT: Appointments to the Economic Improvement Corporation. (This item is eligible for Executive Session 551.074).

AGENDA DATE OF: May 10, 2022

DATE SUBMITTED: Apr 27, 2022

SUBMITTED BY: Shelley McElhannon

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$0	\$0	\$0	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Three terms expire June 1, 2022. Five applications have been received: Kyle Bond, Gary Cochrane (reappointment), Justin Ferrell, Travis Lindner, and Allan Perry.

RECOMMENDED ACTION:

Appoint members.