

**AGENDA FOR REGULAR MEETING**

**KERRVILLE CITY COUNCIL**

**TUESDAY, DECEMBER 11, 2012, 6:00 P.M.**

**KERRVILLE CITY HALL COUNCIL CHAMBERS**

**701 MAIN STREET, KERRVILLE, TEXAS**

**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR MEETING, TUESDAY, DECEMBER 11, 2012, 6:00 P.M.**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION** offered by Matt Melton, Pastor of the High Peak Fellowship Church.

**PLEDGE OF ALLEGIANCE TO THE FLAG** led by Mr. Keith Ellis of the Military Officers Association of America.

Those in attendance may stand if they wish.

**1. VISITORS/CITIZENS FORUM:**

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

**2. CONSENT AGENDA:**

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

2A. A Resolution authorizing publication of notice of intention to issue certificates of obligation in the maximum aggregate principal amount of \$10,000,000.00 for the purpose of financing waterworks and sewer system improvements. (staff)

2B. Contract between the City of Kerrville and the Kerrville Economic Development Corporation for economic development program services. (staff)

2C. Contract with Kerr County for conducting the City of Kerrville general election to be held on May 11, 2013. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, December 7, 2012 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown  
Deputy City Secretary, City of Kerrville, Texas

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2D. Professional services agreement with Halff Associates, Inc. for the design of Louise Hays/Lehmann & Monroe Parks and the river trail – package B project in an amount not to exceed \$298,610. (staff)

2E. A resolution adopting a criminal trespass policy for city-owned property. (staff)

**END OF CONSENT AGENDA**

**3. ORDINANCE, SECOND AND FINAL READING:**

3A. An ordinance amending Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas" of the Code of Ordinances of the City of Kerrville, Texas, by amending various sections to adopt operating hours for the river trail; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject. (staff)

**4. CONSIDERATION AND POSSIBLE ACTION:**

4A. A resolution approving a drainage project at the Kerrville-Kerr County Airport, authorizing the joint airport board for the Kerrville-Kerr County Airport authorizing the Joint Airport Board for the Kerrville-Kerr County Airport to apply for financial assistance necessary for the project, and designating the airport manager to act as the project representative for the project.(Bruce McKenzie, airport manager)

4B. Establishment of library membership fees for patrons who live outside of the City of Kerrville. (staff)

4C. Update of the City's wastewater master plan. (staff)

4D. Consider gift of the land and improvements associated with the Clock Tower adjacent to the City Hall building from the Cailloux Foundation and authorize the City Manager to execute a deed associated with the gift. (staff)

**5. INFORMATION AND DISCUSSION**

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

5B. Water resources report. (staff)

5C. Budget/Economic Update. (staff)

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**6. BOARD APPOINTMENTS:**

6A. Approval of charge and schedule, and appointments to the charter review commission. (staff)

6B. Appointments to the beautification advisory committee and designation of one city council member to serve as liason. (staff)

6C. Appointments to the food service advisory board. (staff)

**7. ITEMS FOR FUTURE AGENDAS**

**8. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**9. EXECUTIVE SESSION:**

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

Section 551.071 and 551.072 and 551.073:

- Accept gift of the land and improvements associated with the clock tower adjacent to city hall from the Cailloux Foundation.

**10. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION**

**11. ADJOURNMENT.**

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Cheryl Brown  
Deputy City Secretary, City of Kerrville, Texas

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## **Agenda Item:**

2A. A Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation for the purpose of financing waterworks and sewer system improvements. (staff)

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

**SUBJECT:** A Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation for the purpose of financing waterworks and sewer system improvements

**FOR AGENDA OF:** December 11, 2012 **DATE SUBMITTED:** December 6, 2012

**SUBMITTED BY:** Mike Erwin                      **CLEARANCES:** Todd Parton  
Director of Finance                                      City Manager

**EXHIBITS:** Notice of Intent to Issue Certificates of Obligation

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
\$	\$	\$	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

**SUMMARY STATEMENT**

The FY 13 budget includes CIP projects funded by Certificates of Obligation (Cos). While Cos are backed by the full faith and credit of the City, the water/wastewater debt issued for the water and wastewater projects will be funded with revenue from the water/wastewater fund which is dedicated to these specific purposes. The debt will be used to acquire, construct and equip extensions and/or improvements to the City's water and wastewater systems and for paying professional services related thereto.

The aggregate amount of certificates of obligation will not exceed \$10,000,000. Because the total issued by the City in calendar year 2013 is less than \$10,000,000, this issue will be bank qualified which should make it more attractive to banks because of the tax benefits associated with this type of issue.

**RECOMMENDED ACTION**

Approve resolution authorizing publication of notice of intent to issue certificates of obligation.

**Exhibit A**  
**CITY OF KERRVILLE, TEXAS**  
**NOTICE OF INTENTION TO ISSUE**  
**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

The City Council of the City of Kerrville, Texas (the "City") does hereby give notice of intention to issue one or more series of *City of Kerrville, Texas Combination Tax and Revenue Certificates of Obligation* in the maximum aggregate principal amount not to exceed \$10,000,000 for the purpose of paying, in whole or in part, contractual obligations to acquire, construct and equip renovations and improvements to the City's waterworks and sewer system and for paying professional services related thereto. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a lien on and pledge of "Surplus Revenues", if any, received by the City from the ownership and operation of the City's waterworks and sewer system. The City Council proposes to authorize the issuance of such Certificates of Obligation at 6:00 p.m. on Tuesday, January 22, 2013 at a Regular Meeting, at the City Hall, Kerrville, Texas.

## **Agenda Item:**

2B. Contract between the City of Kerrville and the Kerrville Economic Development Corporation for economic development program services. (staff)

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

**SUBJECT:** Contract with the City of Kerrville and the Kerrville Economic Development Corporation for economic development program services

**FOR AGENDA OF:** December 11, 2012      **DATE SUBMITTED:** December 5, 2012

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

**EXHIBITS:** Contract between the City of Kerrville and the Kerrville Economic Development Corporation

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

Attached is the final draft of the contract between the Kerrville Economic Development Corporation (KEDC) and the City of Kerrville. This contract has been prepared by staffs of both entities. In addition, the KEDC Board of Directors approved this contract at its regular meeting of December 6, 2012.

Pursuant to this contract, KEDC staff will provide a comprehensive range of economic development services to include monitoring and reporting on active economic development agreements/projects. City staff is working to effectively coordinate operations with KEDC staff in anticipation of this contract.

**RECOMMENDED ACTION**

City staff recommends that the City Council authorize the City Manager to finalize this agreement and execute it provided that any outstanding issues identified by the City Attorney are adequately addressed and there are no substantive changes to the draft agreement as presented.

STATE OF TEXAS                   §     CITY OF KERRVILLE CONTRACT WITH  
   §     KERRVILLE ECONOMIC DEVELOPMENT  
   §     CORPORATION FOR AN ECONOMIC  
COUNTY OF KERR               §     DEVELOPMENT PROGRAM

This Contract entered this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Kerrville, Kerr County, Texas, (CITY), and Kerrville Economic Development Corporation (CONTRACTOR), a non-profit organization in the State of Texas.

**WITNESSETH:**

**WHEREAS**, CITY desires to specifically contract with CONTRACTOR for an economic development program and it is considered to be in the best interests of both CITY and CONTRACTOR to provide this economic development service to CITY;

**NOW, THEREFORE**, CITY and CONTRACTOR agree as follows:

1.     **Services.** CONTRACTOR shall undertake a proactive economic development role on behalf of businesses identified for targeted markets for the CITY as outlined in Exhibit "A" attached to this Contract. Said recruitment and retention activities shall be in accordance with the Kerrville/Kerr County Economic Development Strategic Plan 2008 as may be amended by the CITY, said Plan which is attached to this Contract as Exhibit "B". A copy of the estimated operating FY2012-13 budget for this economic development program is attached hereto as Exhibit "C" and made a part hereof for all purposes. This budget shall include all proposed sources of income and amounts as well as expenses.

2.     **Payment.** CONTRACTOR shall provide to CITY a monthly expense and activity report in a form agreed to by CITY and CONTRACTOR showing actual monthly expenses and services performed for this expanded program. In return for this service and as its part of the cost, CITY agrees to contribute to CONTRACTOR the full yearly base amount of \$2000.00, payable in full by January 1, 2013.

3.     **Records.** CITY shall have the right to inspect CONTRACTOR'S financial records at all reasonable times. CONTRACTOR further agrees that CITY'S auditors may audit CONTRACTOR'S records on an annual basis along with their regular review of CITY records in a manner and form to be agreed upon by CITY and CONTRACTOR. Also, CITY may require an independent audit prepared by a CPA to be furnished by CONTRACTOR to CITY upon CITY'S request.

4.     **Independent Contractor/Indemnity.** It is understood that CONTRACTOR shall be considered to be an independent contractor for the purposes of this Contract and shall in no manner incur any expenses or liability on behalf of the CITY. CONTRACTOR further agrees to hold CITY harmless for any and all claims by third parties for any injuries, damages or liability arising under or occasioned by CONTRACTOR in connection with this Contract.

5. **Notice.** Any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

CITY:  
City Manager  
City of Kerrville, Texas  
701 Main Street  
Kerrville, TX 78028  
(830) 258-1501

CONTRACTOR:  
Executive Director  
Kerrville Economic Development Corporation  
1700 Sidney Baker  
Kerrville, TX 78028  
(830) 896-1157

6. **Assignment.** CONTRACTOR may not assign this contract without the prior written consent of CITY.

7. **Termination.** Notwithstanding the agreed upon term, this Contract may be terminated upon the occurrence of any of the following:

a. the giving of written notice by either party to the other party at least ninety (90) days prior to the desired effective termination date; but CITY will still be responsible for the full yearly amount of \$2,000.00 through the end of the current year in which notice is given;

b. the termination of the corporate existence of CONTRACTOR;

c. the insolvency of CONTRACTOR, the filing of a petition in bankruptcy, either by or against CONTRACTOR, or an assignment by CONTRACTOR for the benefit of creditors;

d. the breach by CONTRACTOR of any of the terms of this Contract and the continuation of such breach for a period of ten (10) days after written notice is given by CITY to CONTRACTOR of such breach.

8. **Return of Payment.** Notwithstanding Subsection 7.a., above, and where the Contract is terminated as provided in Section 7., above, CONTRACTOR must return a proportionate share of the funds paid to it by CITY; specifically, CONTRACTOR must repay CITY at the rate of \$166.67 for each full month remaining in the term of this CONTRACT.

9. **Term.** The term of this Contract shall be from December 1, 2012, through September 30, 2013.

10. **Open Records.** CONTRACTOR understands that receipt of payment for these services may subject all or part of CONTRACTOR'S records to the Texas Public Information Act. CITY'S intent is to purchase certain services and public benefits as part of an arm's length transaction.

11. **Minority Representation on Board.** CONTRACTOR is encouraged to obtain minority representation on its Board of Directors.

EXECUTED on the date above stated.

**CITY OF KERRVILLE, TEXAS, CITY**

**KERRVILLE ECONOMIC  
DEVELOPMENT CORPORATION,  
CONTRACTOR**

BY: \_\_\_\_\_  
TODD PARTON  
CITY MANAGER

BY: \_\_\_\_\_  
JONAS TITAS  
EXECUTIVE DIRECTOR

ATTEST:

\_\_\_\_\_  
BRENDA G. CRAIG, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
MICHAEL C. HAYES, CITY ATTORNEY

STATE OF TEXAS           §

COUNTY OF KERR §

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_, on behalf of CONTRACTOR.

\_\_\_\_\_  
Notary Public in and for the State of Texas



## **EXHIBIT A**

### **MISSION**

Provide a comprehensive economic development strategy that generates significant and sustainable value for residents of Kerr County. By coordinating the efforts of the County and the municipalities, the regional economy can grow by retaining and expanding existing employers and by relocating new employers to Kerr County, through creating "A Natural Environment for Business."

### **OBJECTIVES**

- Leverage County / Municipal resources and financial position to support job creation and retention through the efforts of highly experienced staff.
- Expand the capacity of Kerr County to compete with other regions by developing programs / initiatives that support the growth and development of the private sector, including Business Retention and Expansion.
- Develop and implement a comprehensive marketing / communication strategy aimed at branding and positioning the County as one of America's best places to do business.
- Facilitate the development of economic development projects by structuring deals that fully leverage public investment (land, bonds, grants) with private capital, and yield a reasonable return on investment (tax base, job creation, and business creation) to local taxpayers over the long term.
- Function as the central point of communication for job development, retention and expansion progress and strategy among local municipalities, regional economic development, civic and non-profit community organizations.

### **TARGET MARKETS**

- Airport / Aviation Prospects
- Back Office / Inbound Call Center Prospect
- Hotel / Conference Center
- Small / Light Manufacturing / Assembly Prospects
- Small Tech Firms
- Wine Industry

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**Performance Measures**

KEDC will take serious steps toward creating and implementing a comprehensive system of measure identification, collection, and tabulation. Although measures are well constructed and informative, the absence of clearly stated organizational objectives hinders any attempt to fully evaluate the appropriateness of those measures.

Therefore, a structure for a measurement system structure is required on the following principles:

- KEDC will have clearly defined objectives to give internal direction and accommodate internal and external reporting;
- Each of KEDC's programs will be directly responsible for contributing to the achievement of at least one of KEDC's objectives;
- Economic Development programs will be coordinated and seek to achieve common objectives;
- Positive economic impacts on the citizens of Kerrville are the ultimate outcomes of KEDC's efforts.

KEDC will have a structure that contains the following objectives and supporting recommendations:

Objective #1: Establish a clear vision of KEDC's objectives and update them annually

- Establish specific measurable objectives for KEDC's accomplishment.
- Create performance measures based on the newly established objectives. KEDC should put its progress into the context of the competition by comparing Kerrville Areas results to other selected cities when possible.

Objective #2: Link program-level measures and organizational measures more closely

- Establish a clear connection between the organizational objectives and the role each program plays in meeting them by developing program objectives that support the KEDC objectives in a hierarchical fashion.
- To the extent possible, gear measures for individual programs to the objectives.

Objective #3: Marry community development to economic development by basing the system on geographic areas

- To the extent allowed by individual funding sources, focus the objectives of both community and economic development programs, when necessary, on assisting and promoting development in Kerr County.
- Introduce Geographic Information System (GIS) technology into the Organization's measurement system.

Objective #4: Improve public reporting of objectives and rates of success

- Establish an internal reporting system.
- Submit one report semi-annually that includes a summary of each of KEDC's objectives and measured results (both successes and failures).
- Integrate measures into formal budget documents.

Objective #5: Integrate performance measurement into the management culture of KEDC.

- Make performance measures part of the resource allocation decision-making process.
- Focus attention on the role of program management in creating results.

In addition to analysis of the organizational measurement system, program results should collectively add-up to create KEDC outcomes that are required to achieve KEDC's overall mission.

- Programs often do not clearly define program objectives, especially within the context of the Organization's overall objectives.
- A number of programs pursue such broad goals that it is difficult to define success and probably impossible to achieve those goals within the context of the program.
- Many programs share similar or complementary goals, suggesting that these efforts are duplicative and do not make the most efficient use of available resources.
- Data collected can be utilized to measure progress once objectives are established. However, additional measures may be needed to measure new objectives in selected programs.
- Program objectives and measures should directly support the organization's priorities. Recommendations made for the organizational system should

translate into reorganization, and in some cases, a rethinking of program objectives.

- Surveys can provide most of the prospective data needed to measure many of the economic development programs; however, specific programs will require additional data essential to the management of their program. Those questions should be added to a survey or an additional survey conducted for longer-term projects.
- Many programs rely on local service providers but do not monitor or encourage them to work towards Organizational objectives. Additional steps may need to be taken to oversee the efficiency and the effectiveness of those providers.
- Program objectives should eventually include quantification of targets. Considerable value and accountability is achieved by semi-annually stating not only the object of expected accomplishment, but the quantity and timeframe as well.

#### Draft set of indicators

##### Employment

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Employment	<ul style="list-style-type: none"><li>• Proportion of people of working age in employment</li></ul>
Unemployment	<ul style="list-style-type: none"><li>• Proportion of the working population who are unemployed</li><li>• Proportion of unemployed people claiming benefit who have been out of work for more than one year</li><li>• Percentage of population that is functionally unemployable</li></ul>
Local Jobs	<ul style="list-style-type: none"><li>• Total number of local jobs by sector</li><li>• Proportion of these that are full time</li><li>• Annual change in number of local jobs</li></ul>

##### Earnings and Skills

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Earnings	<ul style="list-style-type: none"><li>• Average annual earnings for full-time employees<ul style="list-style-type: none"><li>- full-time males; and</li><li>- full-time females</li></ul></li></ul>
Workforce Skills	<ul style="list-style-type: none"><li>• Proportion of adults with (i) literacy and (ii) numeracy skills at or above level 1</li><li>• Proportion of population of working age qualified to level 2 or equivalent</li><li>• Proportion of population of working age qualified to level 3 or equivalent</li></ul>

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***Economic Vitality***

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| <b>Economic Activity</b>                | <ul style="list-style-type: none"><li>• GDP per head of local population</li><li>• Trend growth in GDP per head of local population (compared to trend growth in regional GDP per head)</li><li>• Gross value added (GVA) per hour in the locality</li></ul>                       |
| <b>Business Growth</b>                  | <ul style="list-style-type: none"><li>• Total number of VAT registered businesses in the area per 1,000 population</li><li>• Percentage change in number of VAT registered business in the area over the year</li></ul>  |
| <b>Housing Prices and Affordability</b> | <ul style="list-style-type: none"><li>• Average property price</li><li>• Average property price/average earnings</li></ul>   |
| <b>Business confidence</b>              | <ul style="list-style-type: none"><li>• Previously developed land that is unused or may be available for redevelopment as a % of the Kerrville and Kerr County land area.</li><li>• Satisfaction with the local area as a business location (Chamber of Commerce survey)</li></ul> |

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***Demography and Deprivation***

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| <b>Population</b>        | <ul style="list-style-type: none"><li>• Total number of people living in the Kerrville and Kerr County area categorized by gender, age bands and ethnicity</li><li>• Population density</li><li>• Percentage change in total population by age bands</li></ul>              |
| <b>Household Poverty</b> | <ul style="list-style-type: none"><li>• Percentage of children under 16 living in low-income households</li><li>• Percentage of population of working age who are claiming key benefits</li></ul>   |
| <b>Deprivation</b>       | <ul style="list-style-type: none"><li>• Proportion of the population in the Kerrville area who live in low income area that rank within:<ul style="list-style-type: none"><li>- the most deprived 10% in Texas</li><li>- the most deprived 20% in Texas</li></ul></li></ul> |

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***Downtown Areas and Tourism***

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| <b>Downtown Area</b>                           | <ul style="list-style-type: none"><li>• Pedestrian footfall in the downtown area (revitalization - usage survey)</li><li>• User satisfaction with downtown area (survey)</li></ul>  |
| <b>Downtown Area Revitalization - Activity</b> | <ul style="list-style-type: none"><li>• Number of ground floor units not being used as a proportion of the total number of ground floor businesses</li><li>• Number of charity shops as a percentage of the total number of ground floor businesses</li><li>• Prime retail rent per square foot</li><li>• Shopping center yield</li></ul> |

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| <b>Tourism</b> | <ul style="list-style-type: none"><li>• Day visitors per annum</li><li>• Bed nights per annum</li><li>• Average spend per visitor</li></ul> |
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***Workforce Development and Employability***

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| <b>Workforce Development</b> | <ul style="list-style-type: none"><li>• Proportion of employees and self-employed that have received job-related training in the last 13 weeks</li></ul>  |
| <b>Employability</b>         | <ul style="list-style-type: none"><li>• Unemployed people in employment and/or education after registering on New Deal and other vocational and basic skills training and employment programs in the last:<ul style="list-style-type: none"><li>- six months, and</li><li>- twelve months</li></ul></li></ul> |

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***Investment***

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| <b>Business Investment</b>           | <ul style="list-style-type: none"><li>• Total number of 'inward investment' enquiries dealt with per annum</li><li>• Number and value of re-locations and re-investments annually as a result of 'inward investment'</li><li>• Number of jobs created and safeguarded from firms moving to re-investing or re-locating within the area following 'inward investment' enquiries</li><li>• Cost per job created and safeguarded through 'inward investment'</li></ul> |
| <b>Land and premises Development</b> | <ul style="list-style-type: none"><li>• Value of investment in land and premises brought forward for development in the area</li><li>• Brownfield land reclaimed as a percentage of all land made available for industrial, commercial and leisure purposes</li><li>• Net cost per hectare of land brought forward for development</li></ul>  |

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***Business and Social Enterprise Support***

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| <b>Business Support</b> | <ul style="list-style-type: none"><li>• Number of new business start-ups supported in the local area</li><li>• Proportion of startups which are located in localities identified in the 20% most deprived in Texas</li><li>• Average cost of local authority business support per new business start up supported.</li><li>• User satisfaction with business start-up support</li><li>• Number of jobs created and safeguarded in units and managed business units and managed workspace for workspace economic development purposes</li><li>• Survival rates of businesses in managed workspace (i.e. after two years)</li><li>• Cost (i) per job supported, (ii) per m2 of floor space (i.e. subsidy provided)</li><li>• Number of business support enquiries for other advice and information received per annum</li><li>• Cost per business support enquiry dealt with</li></ul> |
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**Community Enterprise**

- Number of jobs created or safeguarded by each type of business support
- Cost per job for each type of business support
- Jobs created by support to community and the social economy enterprise
- Income generated by community enterprise
- Cost per job through community enterprise support

**EXHIBIT C**  
**KEDC Budget FY 12/13**

	FY 11/12	FY 12/13	Della
<b>Expenses To Support Business Attraction, Retention and Expansion</b>			
<b>Business Expenses</b>			
Business Recruitment	15,000.00	15,000.00	0.00%
Econ Impact Reports	-	2,250.00	New Line Item
Retention & Expansion		2,000.00	New Line Item
Lobbying/DC/Austin	6,000.00	3,000.00	-50.00%
Travel & Meetings			
Conferences, Meetings	-		New Line Item
ICSC Conference	4,500.00	-	-100.00%
BIO Conference	4,450.00	-	-100.00%
Texas One Business Recruitment Missions		12,000.00	New Line Item
Texas EDC Meetings		1,500.00	New Line Item
Meals & Entertainment	3,000.00	5,000.00	66.67%
Travel	2,000.00	5,000.00	150.00%
Research		13,000.00	New Line Item
Marketing			
Design (Brochures, Publications)	10,000.00	15,000.00	50.00%
Public Relations		2,500.00	New Line Item
Phase II Website	10,250.00		-100.00%
Recruitment Booth	5,280.00		-100.00%
Social Media	6,250.00	-	-100.00%
Texas Real Estate Ad	5,787.00		-100.00%
Site Selection Magazine	12,250.00		-100.00%
San Antonio Business Journal	7,080.00		-100.00%
Website	3,000.00	1,800.00	-40.00%
<b>Total Business Expenses</b>	<b>94,807.00</b>	<b>78,050.00</b>	<b>-17.67%</b>
<b>Contract Services</b>			
Accounting Fees	3,000.00	3,000.00	0.00%
Legal Fees	2,500.00	2,000.00	-20.00%
<b>Total Contract Services</b>	<b>5,500.00</b>	<b>5,000.00</b>	<b>-9.09%</b>
<b>Operations</b>			
Contingencies	5,000.00	10,000.00	100.00%
Dues & Subscriptions	2,500.00	2,497.00	-0.12%
IT Support Services	1,000.00	2,000.00	100.00%
New Software/Hardware	1,500.00	2,000.00	33.33%
Office Lease	7,200.00	9,600.00	33.33%
Building Signage		220.00	New Line Item
Postage	2,500.00	500.00	-80.00%
Printing	2,500.00	500.00	-80.00%
Supplies	1,500.00	1,500.00	0.00%
Telephone, Internet	2,500.00	2,500.00	0.00%
Training	1,000.00	1,200.00	20.00%
<b>Total Operations</b>	<b>27,200.00</b>	<b>32,517.00</b>	<b>19.55%</b>
<b>Other Types of Expenses</b>			
Insurance - Liability, D and O	2,000.00	2,000.00	0.00%
<b>Total Other Types of Expenses</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>0.00%</b>
<b>Payroll Expenses</b>			
Health Insurance	6,000.00	7,656.00	27.60%
Payroll Taxes	12,000.00	12,000.00	0.00%
Retirement	4,500.00	3,274.80	-27.23%
Salaries	126,500.00	109,160.00	-13.71%
Bonus board descretion	10,120.00	14,332.80	41.63%
Vehicle Allowance - Director	6,000.00	4,800.00	-20.00%
Workers Compensation	500.00	500.00	0.00%
Payroll Expenses - Other	-		
<b>Total Payroll Expenses</b>	<b>165,620.00</b>	<b>151,723.60</b>	<b>-8.39%</b>
<b>Total Expenses</b>	<b>295,127.00</b>	<b>269,290.60</b>	<b>-8.75%</b>
<b>Retain/Reserve</b>	2010 85,000.00		
	2011 40,000.00		
<b>Support by Shareholders</b>			
<b>Support</b>			
City of Kerrville	20,000.00	14,500.00	-27.50%
EIC	175,000.00	127,000.00	-27.43%
Kerr County	20,000.00	14,500.00	-27.50%
KPUB	20,000.00	14,500.00	-27.50%
<b>Total Support</b>	<b>235,000.00</b>	<b>170,500.00</b>	<b>-27.45%</b>



## **Agenda Item:**

2C. Contract with Kerr County for conducting the City of Kerrville general election to be held on May 11, 2013. (staff)

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

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**SUBJECT:** Authorize execution of a contract with Kerr County for conducting the City of Kerrville General Election to be held on May 11, 2013

**FOR AGENDA OF:** December 11, 2012 **DATE SUBMITTED:** December 5, 2012

**SUBMITTED BY:** Brenda Craig

**CLEARANCES:** Todd Parton  
Mike Hayes

**EXHIBITS:** Election Agreement with Kerr County

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$	\$	\$	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:** 

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**SUMMARY STATEMENT**

The attached agreement will authorize the Kerr County Elections Officer to conduct the City of Kerrville General Election to be held on May 11, 2013, including:

- Hiring and training election judges and workers;
- Management of the polling location for both early voting and election day;
- Preparation, ordering and distribution of ballots;
- Manage the early voting by mail process.

The city will reimburse the county for the actual expenses attributable to the cost of the city election, rental of equipment and supplies, plus 10% of the cost incurred, and a \$50 administrative fee. The contract and the fees proposed are the same as in prior years.

It should be noted that the attachment to the contract is only an estimate of these costs and may vary based on the needs of the election, which are currently unknown, e.g. additional ballot programming and printing if charter amendments are proposed, and the potential need to hire additional workers. The county elections office works very diligently to keep the city's cost down and will inform me prior to authorizing any significant increase. The final cost of this contract for the May 2012 election was \$4,718, well below the estimate provided.

**RECOMMENDED ACTION**

The city secretary recommends approval of the contract.

## **ELECTION AGREEMENT**

### **CITY OF KERRVILLE**

#### **THE STATE OF TEXAS COUNTY OF KERR**

**THIS AGREEMENT** is made and entered into by and between Diane Bolin Tax Assessor/Collector (or designated employee) of Kerr County, Texas duly constituted and acting as County Elections Officer and the CITY OF KERRVILLE by and through Jack Pratt, its mayor, hereinafter referred to as The "CITY OF KERRVILLE" and by authority of Section 31.092, Vernon's Texas Civil Statutes, Election Code for conducting and supervision of the May 11, 2013 election for the CITY OF KERRVILLE in conjunction with said Election.

Diane Bolin, Tax Assessor/Collector (or designated employee) shall order all supplies for the election and distribute those supplies to the election personnel. Election forms and all records of the election shall be combined for use in this election on the tally equipment.

**THIS AGREEMENT** is entered into in consideration of the mutual covenants and agreement hereinafter set out. IT IS AGREED AS FOLLOWS:

#### **I. DUTIES AND SERVICES OF KERR COUNTY**

Diane Bolin Tax Assessor/Collector (or designated employee) agrees to coordinate, supervise, and handle all aspects in administering the CITY OF KERRVILLE elections in accordance with the provisions of the Texas Election Code and as outlined in this Agreement.

Diane Bolin, Tax Assessor/Collector (or designated employee) in connection with the holding and supervision of said election shall assume the following responsibilities:

- a. Shall be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks and other election workers authorized to work at each voting location, and to arrange for the notification, including writ of election, and compensation of all presiding judges and alternate judges.
- b. Election judges shall be responsible for picking up election supplies and materials at the time and place determined by Diane Bolin, Tax Assessor/Collector (or designated employee.) This responsibility will be set forth in the election judges' letter notifying the judge of his/her appointment.
- c. Procure, prepare, proof, and distribute ballots.

## Elections Contract – the CITY OF KERRVILLE

- d. Procure, prepare, and distribute election judge's kits.
- e. Arrange for the use and compensation of polling location.
- f. Use Optical scanning eScan Equipment and DAU eSlate (Hart 6.2.1) for counting of ballots as certified by the Secretary of State to comply with the Help America Vote Act for early voting and election day.
- g. Assemble the list of registered voters to be used in conducting the election in conformity with the election precincts established for the election.
- h. Publish the legal notice of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.
- i. Supervise the handling and disposition of election returns, voted ballots, etc., and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- j. Diane Bolin, Tax Assessor/Collector (or designated employee) will prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the CITY OF KERRVILLE as soon as possible after all returns have been tabulated, but in no event later than 2:00 p.m. on the 10<sup>th</sup> day following the election. CITY OF KERRVILLE will be responsible for the official canvass of its General Election.
- k. All early voting ballots (those cast by mail and those cast by personal appearance) will be prepared for counting by an Early Voting Ballot Board.
- l. Handle all aspects of Early Voting including those voting by mail.
- m. Prepare the results of the election for CITY OF KERRVILLE to conduct its own canvass of the election as prescribed by law.
- n. Provide at no cost for the storage of all election records as provided by law.

## **II. DUTIES AND SERVICES OF CITY OF KERRVILLE**

CITY OF KERRVILLE in connection with the holding and supervision of said election shall assume the following responsibilities and shall directly bear any cost for the same:

## Elections Contract – the CITY OF KERRVILLE

- a. Shall receive from their candidates all documents filed under Title 15 of the Texas Election Code relating to campaign contributions and expenditures.
- b. Preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by the appropriate office or body and post or publish in the required time frame.
- c. Prepare and send out "Notice of Drawing" for a place on the Ballot to all eligible candidates.
- d. Election Officers shall be appointed and approved through the governing body of the CITY OF KERRVILLE with a list provided by Diane Bolin Tax Assessor/Collector (or designated employee). The Election Officers are as follows: Early Voting Judge, Election Day Judge, Election Day Alternate Judge, Central Counting Station Manager, Tabulation Supervisor, Presiding Judge, and Early Voting Ballot Board Judge.
- e. Polling location shall be appointed and approved through the governing body of the CITY OF KERRVILLE.
- f. Deliver to Diane Bolin, Tax Assessor/Collector (or designated employee) as soon as possible, a list showing the official wording for the Election titles that are to be printed on the ballot with the exact form, orders, wording, and spelling that is to be used.
- g. Pay any additional costs incurred by Diane Bolin, Tax Assessor/Collector (or designated employee) if a recount for the election is required, or the election is contested in any manner.
- h. Shall issue "Certificates of Election" to candidates elected after the Official Canvass.
- i. The CITY OF KERRVILLE will be responsible for the official canvass of its Election.

### **III. PAYMENT FOR SERVICES**

- a. The CITY OF KERRVILLE shall pay to Kerr County the actual expenses directly attributable to the Contract including the ten percent (10%) of the budget cost for Election Service Contract Fee pursuant to the Texas Election Code, Section 31.100 and the administrative fee of \$50.00 per election. (See attached Estimated Cost Sheet.)
- b. After the date of election and completion of all duties required of the Tax Assessor/Collector (or designated employee) shall then compute the final statement for all expenses including the ten percent (10%) of the budget

cost for Election Service Contract Fee, the \$50.00 Administration Fee and mail payment for the election services to Kerr County. The CITY OF KERRVILLE shall be responsible for paying this amount within thirty (30) days from the Final Cost Report.

- c. If the election is cancelled a \$75.00 administration fee is due.

IN WITNESS WHERE OF, the parties hereto have made and entered into this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Diane Bolin

Diane Bolin, Tax Assessor/Collector

(Or Designated Employee)

CITY OF KERRVILLE, TEXAS:

\_\_\_\_\_  
Jack Pratt, Mayor

APPROVED AS TO FORM:

Michael C. Hayes  
Michael C. Hayes, City Attorney

# ESTIMATED COST of City of Kerrville Election

ESTIMATED COST of City of Kerrville Election							
County Election Services Contract Costs							Estimate
1	Ballot Printing Cost						
	First 1000 Ballots Free						\$ -
	Second 1000 Ballots						
2	Electronic Voting System Programming						
	Programing, Test & Sample Ballots & shipping of ballots						\$ 1,600.00
*	3 Publication of Test of Electronic Voting Equipment						
	Newspaper-West Kerr Current						\$ 40.00
	Other Newspapers as requested					per their fees	
4	Charge for Wireless Internet						\$ 435.00
5	Lease of Voting Machines						
	Early Voting and Election Day						
			# of Units	Lease Cost			
	eSlates		2	\$37.50			\$ 75.00
	JBC		2	\$37.50			\$ 75.00
	eScans		2	\$67.50			\$ 135.00
*	Tally Computer		1	\$57.75			\$ 57.75
*	Lap Top Computer		1	\$52.50			\$ 52.50
6	Precinct Election Judges and Clerks						
	\$10.00 per Hour						
	Early Voting Clerk		2	80 hours			\$ 1,600.00
	Election Day Judge & Alternate Judge		2	14 Hours			\$ 280.00
	Election Day Clerks		4	14 hours			\$ 560.00
	Early Ballot Board Clerks		3	3hours			\$ 90.00
	Tabulation Supervisor & Personnel		3	3 hours			\$ 90.00
	Election Night Workers		-	-			\$ -
7	Fee for Pickup of Supplies before Election Day and						
	Delivery of Supplies after Polls Close Per Election Day Judge						\$ 25.00
8	Technical Support Personnel						\$ -
9	Miscellaneous Election Costs						
	Elections Kits		2	\$ 50.00			\$ 100.00
	Central Counting Station Kit		1	\$ 12.00			\$ 12.00
*	Shipping Kits & MBB's for programming						\$ 40.00
	Postage - Appointment of Judges & Clerks		7	\$ 0.60			\$ 4.20
	Postage - Writ of Election to Judge		2	\$ 0.60			\$ 1.20
	Postage - Mail Ballot - Applications		100	\$ 0.60			\$ 60.00
	Postage - Mail Ballots		100	\$ 0.65			\$ 65.00
	Mail Ballot Kits		100	\$ 1.50			\$ 150.00
	SUBTOTAL EXPENSES - Cost of the Election						\$ 5,547.65
10	Election Service Contract Fee (10% of Cost)						\$ 554.77

	Administrative Fee					\$	50.00
11	<b>TOTAL COST OF ELECTION</b>					\$	6,152.42
	Balance due 30 days after Final Cost Report						
	<b>* The following items may be divided with the different entity having a election</b>						
3	Publication - Newspaper	divided with Ingram ISD & KISD					
5	Lease - Election Machines	shared costed of Talley & Lap Top Compter W/ Ingram ISD & KISD					
6	Cost - Election Judges & Clerks						
9	Shipping on MBB, Election Kits & Ballots - Split with Ingram ISD & KISD						



## **Agenda Item:**

2D. Professional services agreement with Halff Associates, Inc. for the design of Louise Hays/Lehmann & Monroe Parks and the river trail – package B project in an amount not to exceed \$298,610. (staff)

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

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**SUBJECT:** Authorize the City Manager to enter into a Professional Services Agreement with Halff Associates, Inc. for the design of Louise Hays/Lehmann & Monroe Parks and the River Trail - Package B Project in an amount not to exceed \$298,610.

**FOR AGENDA OF:** December 11, 2012

**DATE SUBMITTED:** November 30, 2012

**SUBMITTED BY:** Malcolm Matthews, Director  
Parks and Recreation

**CLEARANCES:** Kristine Ondrias,  
Asst. City Manager 

**EXHIBITS:** Professional Services Agreement

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
<b>\$ 99,537</b>	<b>\$5,587,807</b>	<b>\$6,000,000</b>	<b>B05</b>
<b>\$199,073</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>	<b>B04</b>

**PAYMENT TO BE MADE TO:**

**APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE:** 

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**SUMMARY STATEMENT**

The design for the redevelopment of Louise Hays and Lehmann & Monroe Parks and the next phase of the River Trail project (Package B) is to be completed as a single capital improvement project. The improvements planned will consist of park infrastructure and utilities repair and replacement, facility upgrades, installation of a community sprayground, large pavilion renovation, construction of an amphitheater/stage, riverfront improvements, trail/trailhead construction, parking/ADA access improvements, lighting improvements, signage, and landscaping/irrigation. The River Trail – Package B segment will extend from the terminus of Package A at the west end of Louise Hays Park to G St.

Halff Associates, Inc. of Austin was selected in 2008 to prepare the *Kerrville River Trail Master Plan*, which was completed in 2009. Additionally, because of its relation to the River Trail, Halff was also selected to prepare the *Louise Hays and Lehmann & Monroe Parks Master Plan*, also completed and adopted in 2009. Halff has successfully completed numerous public park and trail projects throughout Texas and the Southwest. For this project, they have added to their design team local survey (MDS Land Surveying) and engineering (Hewitt Engineering) professionals that have experience with construction projects and regulatory requirements along the Guadalupe River in Kerrville.

This parks and trail design project will be completed in coordination with the Jefferson

Force Main project, both of which are to occur on the southside of the Guadalupe River in the park and trail project area. These utility projects are scheduled to commence construction in early 2013, with completion projected in mid 2013. The parks and trail construction will immediately follow this utility work.

Funding for this design project, for an amount not to exceed \$298,610, is to be completely funded from 4b sales tax funds approved for these improvements.

#### **RECOMMENDED ACTION**

Authorize the City Manager to enter into a Professional Services Agreement with Halff Associates, Inc. for design of Louise Hays/Lehmann & Monroe Parks and the River Trail - Package B Project in an amount not to exceed \$298,610.

**Professional Engineering Services Agreement**  
**Between**  
**Halff Associates, Inc., and City of Kerrville**

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 701 Main Street, Kerrville, Texas, 78028-5069, hereinafter referred to as "CLIENT", and Halff Associates, Inc. with its offices located at 4030 West Braker Lane, Suite 450, Austin, Texas 78759, hereinafter referred to as "ENGINEER", for the performance of professional engineering services in consideration of the following terms, conditions, and agreements:

**PART I. SERVICES**

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

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

**PART II. CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

### PART III. WORK ORDER AMENDMENTS

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

### PART IV. COMPENSATION

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

#### PART V. PAYMENTS

ENGINEER will invoice CLIENT in accordance with the terms and conditions as set forth in **Exhibit A**. CLIENT agrees to promptly pay ENGINEER at its office located at 4030 West Braker Lane, Suite 450, Austin, Texas 78759, the full amount of each such invoice upon receipt. In no event shall ENGINEER's failure to invoice constitute a default under the terms and conditions of this Agreement.

#### PART VI. INSURANCE

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

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

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

#### PART VII. TERMINATION

##### A. CONDITIONS OF TERMINATION

This Agreement and/or Work Order(s) may be terminated without cause at any time prior to completion of ENGINEER's services, either by CLIENT or by ENGINEER, upon written notice to the other at the address of record. Upon receipt of written notice from CLIENT to discontinue work, ENGINEER shall discontinue work under this Agreement immediately. In the event CLIENT terminates the Agreement based on CLIENT's reasonable opinion ENGINEER

has failed or refused to prosecute the work efficiently, promptly, or with diligence, ENGINEER shall have fifteen (15) business days, from the receipt of written notification by CLIENT, to cure such failure to perform in accordance with the terms of the Agreement.

B. ACTIONS ON TERMINATION

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

C. COMPENSATION PAYABLE ON TERMINATION

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

PART VIII. MISCELLANEOUS

A. REUSE OF DOCUMENTS

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

Any such verification or adaptation by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

B. OPINION OF COST

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

C. TRENCH SAFETY DESIGN

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

D. LATE PAYMENT

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

E. ATTORNEY'S FEES

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



F. PERIOD OF SERVICE

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

G. CONSTRUCTION OBSERVATION

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

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

H. SALES AND USE TAXES

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

I. SUCCESSORS AND ASSIGNS

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

J. CONTROLLING LAW; VENUE

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

K. SEVERABILITY AND WAIVER

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

L. EXTENT OF AGREEMENT

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

M. AMENDMENTS

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF KERRVILLE

HALFF ASSOCIATES, INC.

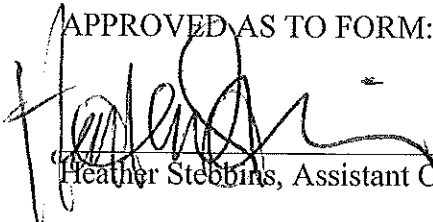
BY: \_\_\_\_\_  
Jeffrey Todd Parton  
City Manager

BY: \_\_\_\_\_  
H. Wayne Cooper, ASLA, AICP  
Vice President

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Heather Stebbins, Assistant City Attorney

## **EXHIBIT "A"**

### **Scope of Work**

#### **KERRVILLE RIVER TRAIL - PACKAGE B, and LOUISE HAYS & LEHMAN MONROE PARKS**

The scope of work for this project includes River Trail layout and design; Louise Hays/Lehmann Monroe park design; site surveying; archeological and cultural resources review; Section 404 coordination; hydraulic analysis and design; construction document preparation, bidding assistance and construction phase services for the design of trails, parking, utilities, amenities and hardscape, and landscape and irrigation improvements for Package B of the Kerrville River Trail, and improvements to Louise Hays and Lehmann Monroe Parks.

#### **PROJECT ASSUMPTIONS**

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The project area will encompass the trail corridor that runs from the east end of package "A" of the Kerrville River Trail, through Hays/Monroe Parks, to the west right of way of "G" Street for a total length of approximately 1 mile. The trail alignment and overall park improvements in Hays/Monroe Park will generally conform to the alignment depicted in the Trail and Park master plans.
2. The project will be bid out as one (1) bid package however the River Trail Package "B" and Hays/Monroe Parks will be defined separately in the bid. .
3. The overall budget for construction of project improvements, within the area as described above, is \$800,000 for Package "B" of the River Trail, and \$1,700,000 for Hays/Monroe Park. Additions to Project scope and/or funding that increase the consultant services requirements or design services by the Design Team will be cause for additional services compensation to the Design Team by the city of Kerrville.
4. All new structures proposed for the project are assumed to be pre-fabricated and pre-engineered structures.
5. The City of Kerrville will secure the necessary permissions from adjacent landowners, for access through, or across, any non-city properties as a part of the planning, surveying and design activities for preparation of construction documents for the project.
6. The City of Kerrville staff will coordinate and schedule all meetings and presentations to citizen groups, or City Boards and Commissions.
7. The City of Kerrville will be responsible for coordination with the Texas Historical Commission to comply with the Section 191.0525 of the Antiquities Code of Texas (13 Texas Administrative Code 26 and Title 9, Chapter 191, Subchapters A-F of the Texas Natural Resources Code, as amended) since the City is political subdivision of the state and there are previously recorded archeological sites within the project area. Halff will not perform any tasks related to the Antiquities Code of Texas in this scope of services. Any work associated with the Antiquities Code of Texas will require a supplemental agreement.

### **INFORMATION TO BE SUPPLIED BY THE CITY OF KERRVILLE**

The City of Kerrville will assist the Halff Associates Design Team (Design Team) in providing and gathering available information, and in the coordination with other City departments and jurisdictions by making introductions and initiating dialogues with other City, County, State, or National agencies or staff who may affect the outcome of the Project, or can provide information to the Design Team for completion of the Project.

Environmental, Cultural, and Historical Investigations – The City of Kerrville will provide any necessary data or information from existing environmental, cultural resources or historical elements reports for the project site, which may affect the design of the project.

Existing Utility Information - The City of Kerrville will assist the Design Team with the acquisition of available as-built plans for all existing public utilities located within the limits of planning and design for the Project, including but not limited to water, sanitary sewer and storm drainage facilities.

Hydraulic Data - The City of Kerrville will assist the Design Team with the acquisition of available hydraulic data that accurately depicts flood plain and flood way elevations, and proposed improvements and mitigation measures, as available. Additionally, the City will prepare all CLOMR and LOMR documents related to the Kerrville River Trail Improvements and be responsible for all coordination with FEMA.

Other Pertinent Data - The City of Kerrville will assist the Design Team with the acquisition of other information, reports or data, available through other City Departments that depicts physical, regulatory or legal requirements that may affect the project.

### **I. SCOPE OF BASIC SERVICES**

The Basic Services are defined as follows:

#### **A. Project Start-Up, Trail Routing Confirmation, Park Master Plan Review**

1. Attend a project kick-off meeting with City staff to identify the general program and parameters for the design efforts, and to establish the schedule of the project. Meeting attendees will review the existing master plan for the trail corridor and Hays-Monroe Parks, and discuss revisions or changes to the alignment or placement of park elements that should be investigated on the ground within the limits of the project corridor.
2. Walk the project corridor to confirm the preferred alignment and location of the trail and its supporting facilities and amenities. Visit the park to review the location and configuration of proposed park improvements.
3. Summarize meeting discussions and document revisions to planned trail and park improvements in a set of meeting minutes that will be submitted to Kerrville staff for review and comment. Comments and directions provided as a result of the project review meeting minutes will be used as a guide to designing the trail and park improvements.
4. Prepare a revised line drawing graphic for the Package "B" trail and Hays-Monroe Parks that illustrates desired locations, configurations and sizes of project elements. Prepare a preliminary estimate of probable construction costs for project improvements, based on the revised graphic, for review and

approval by City staff. Proposed park and trail project improvements will be prioritized to stay within the budget parameters defined in the project assumptions. Selected improvements will be further designed and defined for implementation during preparation of construction documents.

**B. Surveying and Base Map Preparation**

1. Prepare digital topographic base maps, for preparation of design and construction documents, supplemented by available digital maps, topography and photography supplied by the City as a point of departure.
  - a. Supplement information supplied by the City of Kerrville by on-the-ground survey methods along the approved trail corridor and through Hays-Monroe Parks.
  - b. On-the-ground surveying activities for the trail corridor will identify project features and improvements within the limits of the project site by surveying an area 25-feet on either side of the proposed trail alignment (50-feet total width). The trail alignment will be staked in the field by the Design Team, and reviewed by City staff. For the purposes of defining effort, the Design Team assumes the trail alignment and a park improvements will generally conform to the trail alignments and park improvements defined in the Project Assumptions.
  - c. On-the-ground surveying activities for the improvements within Hays-Monroe Parks will identify existing conditions within the limits of the trail area and project area within the park, which can be better defined as the area within currently improved park areas, and within the secondary trail corridors identified by the master plan.
  - d. Sufficient ground elevations will be obtained to prepare one-foot interval contour maps within the project design limits.
  - e. All significant trees with a caliper equal to or greater than **twelve (12)** inches will be located. The locations of smaller trees will be provided at the City of Kerrville's request, and efforts to gather smaller tree information will be invoiced on an hourly basis, as described in Additional Services.
  - f. Topographic and tree location surveys which are outside the proposed corridor to be surveyed on the ground, and in areas which have not been previously surveyed, along with any other surveying services not specifically identified by this scope of services, will be provided at the City of Kerrville's request, and invoiced on an hourly basis, as described in Additional Services.

**C. Section 404 Jurisdictional Determination and USACE Coordination**

Compliance with Section 404 of the Clean Water Act will require conducting a field survey, preparing a jurisdictional determination report, and submitting the jurisdictional determination report to the U.S. Army Corps of Engineers (USACE). It is anticipated that the project would be authorized under Nationwide Permit Program without a Preconstruction Notification. The work to be performed under this contract will include the following:

1. Perform a field investigation of the project area (alignment and all temporary construction easements) to determine the present day extent of waters of the United States. The purpose of the field visit is to delineate the boundary of all aquatic features, to determine possible functions and values, and to survey the site for potential mitigation areas if on-site mitigation is deemed necessary. The following are included in this task:
  - a. Utilize soils surveys, aerial topographic maps, U.S. Geological Survey topographic maps, and U.S. Fish and Wildlife Service National Wetland Inventory maps.

Scope of Work  
KERRVILLE RIVER TRAIL - PACKAGE B, and LOUISE HAYS & LEHMAN MONROE PARKS

- b. Delineate wetlands consistent with USACE guidelines per the "1987 Corps of Engineers Wetland Delineation Manual," in addition to the "Interim Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Great Plains Region."
  - c. Survey waters of the United States using a Global Positioning System.
  - d. In compliance with NWP General Condition 17, a field investigation will be conducted to identify the presence or absence of threatened or endangered species, or the critical habitat of such species, and an evaluation of potential effect will be made.
2. Prepare a Jurisdictional Determination Report of waters of the United States consistent with the USACE "Procedures for Jurisdictional Determinations" (dated March 24, 2003) in addition to the "Interim Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Great Plains Region". The report will include the following sections:
- a. Purpose of the investigation, defining limits of the investigations.
  - b. Methods, including a description of the approach used to delineate wetlands and other waters of the United States; and description of the conventions used to map the limits of waters of the United States.
  - c. Results, including a vicinity map or maps, depicting the location of the site and showing the limits of the site investigated;
    - a narrative addressing the size of the site in square feet and/or acres; a description of any physical features;
    - a characterization of hydrology addressing direction, source, frequency, and duration of on-site drainage;
    - identification of any named waterways on or in the vicinity of the site; and other pertinent information on hydrology;
    - a characterization of vegetative communities and dominant species occurring within each community type;
    - a characterization of soils present on the project site using information derived from county soil surveys, evaluation of soil samples, and other sources;
    - a comparison of the soils, vegetative, and hydrologic conditions between wetland and upland areas, a description of riparian and other buffer features around water features;
    - preparation of wetland determination data forms;
    - photographs taken from several locations throughout the project site;
    - current and historic aerial photographs; and
    - any other relevant historic permit information or maps.
  - d. Conclusions, including a description of, and map depicting, potential waters of the United States (water features that have an ordinary high water mark or wetlands) present in the study area, including: wetland type(s) and other water type(s), as appropriate.
3. Submit the Jurisdictional Report to the USACE. Impacts to waters of the United States are assumed to be avoided or minimized to a level that the proposed project can be authorized by the USACE under the Nationwide Permit Program without a Preconstruction Notification.
4. ***If the threshold for this scenario is exceeded by the final design, then a Section 404 Preconstruction Notification or an Individual Permit will be prepared as an additional service.***

**D. Geotechnical Investigations**

Supplement geotechnical investigations that were prepared for the design of City water and/or sewer lines in proximity to the project area, with additional soil borings and other tests required for design of culvert crossings, pavements, and retaining walls or other structures, including the following:

- a. Culvert Crossings: Prepare one (1) boring, to a maximum depth of twenty (20) feet, at a maximum of two (2) culvert crossings within the project.
- b. Retaining Walls and other structures: Prepare a maximum of two (2) borings, to a maximum depth of 20 feet, at the location of proposed retaining walls, or other selected structures. Samples of the encountered earth materials will be obtained and groundwater observations will be made and recorded during the drilling operations.
- c. Pavements: Prepare a maximum of 3 additional borings, to a maximum depth of fifteen (15) feet, at selected locations within the project. Samples of the encountered earth materials will be obtained and groundwater observations will be made and recorded during the drilling operations.
- d. The subsurface soils will be characterized in accordance with their physical and engineering characteristics by means of Atterberg Limits, moisture content, and other factors as appropriate.
- e. A description of each site and general soil and geologic conditions encountered will be described and assessed in a report.
- f. Pavement recommendations at culvert crossings and along the length of the trail corridor will be provided.
- g. The results of the geotechnical investigation will be submitted in a formalized report prepared by a registered professional engineer in the State of Texas.

**E. Design Development Plan Preparation**

Prepare preliminary plans to address the general configuration, layout and orientation of proposed trail and park improvements, for the entire project.

1. Prepare Design Development Plans (60%) for the entire Project, in accord with master plan recommendations. Design Development Plans for project improvements will illustrate general locations, sizes and relationships of project elements and improvements, materials and forms of construction, including:
  - a. Trail and walkway paving, locations of interpretive areas, overlooks, and seating and rest areas, pedestrian pavements, plaza paving, and roadway and parking area layouts and alignments.
  - b. Locations of amenity, aesthetic, hardscape and landscape and irrigation improvements, with sections, elevations or illustrative sketch plans necessary to illustrate construction.
  - c. Preliminary grading plans for project improvements, with preliminary erosion control and bank stabilization plans and accompanying preliminary storm water pollution prevention plans.
  - d. Layout plans and elevations of proposed amphitheater and other improvements (as applicable), and proposed equipment for use in development of the Project facilities.
  - e. Material cut-sheets as necessary to illustrate design characteristics of selected equipment, finishes and construction materials.
  - f. Prepare preliminary mobilization and construction phasing plans, and preliminary estimates of probable construction cost for design Development Plans.
2. Evaluate two (2) existing restroom facilities (one restroom located at the western side of the park and the restrooms at the main pavilion), by touring each facility and documenting existing conditions through a combination of photographs and sketches.

Scope of Work  
**KERRVILLE RIVER TRAIL - PACKAGE B, and LOUISE HAYS & LEHMAN MONROE PARKS**

- a. From measurements, observations, sketches and photographs accumulated at each facility, identify necessary improvements that must be implemented to make the restrooms ADA compliant, and prepare a scope of services necessary to document required renovations in a biddable format. Assessments, evaluations and accompanying sketches will be detailed enough to allow design services to commence immediately after review and approval by the City of Kerrville
- b. During the same site visit, review the existing main pavilion and provide a general assessment concerning existing or missing bracing components.
3. The design of culvert crossings at drainage ways (a maximum of two (2) crossings) will require hydraulic analysis to ensure the crossings can withstand the forces of drainage and moving storm waters at these locations, and not interfere with storm water flows. This work will include the following:
  - a. Meet with the City of Kerrville Engineering Department to determine design criteria and parameters for the design of drainage way crossings.
  - b. Develop designs for the drainage channel crossings that comply with city of Kerrville standards and requirements.
  - c. Preparation of additional hydraulic analysis, or CLOMR/LOMR applications and coordination with FEMA are not included in this scope of services and shall be considered as additional services.
4. Review design development plans with Kerrville staff and incorporate comments into preparation of Final Construction Documents for the Project. Comments from Kerrville staff received during this review will be used to implement refinements and changes to plans prepared as part of the Construction Document plan preparation process. Three (3) sets of design development plans will be submitted to Kerrville in hard copy format for review and comment:

**F. Construction Document Plan Preparation**

Prepare construction documents for one (1) bid package for the project. The bid package will include construction documents, and a bidding and project manual containing project specifications and other contract and bidding documents and information.

1. Provide specific facility plans, as needed, to construct new improvements within the limits of the project, as outlined by the Project Assumptions section above. These plans may include dimensional control and layout plans, elevations, sections, construction details, and/or other plans necessary for construction of improvements.
2. Review and coordinate preparation of construction documents with the city of Kerrville staff at a maximum of two (2) total meetings, in addition to plan review meetings identified below.
3. Provide site preparation and demolition plans with information necessary for construction.
4. Provide erosion control plans, including preparation of a layout showing the suggested erosion control measures with details and notes which will be utilized by the Contractor for preparation of a storm water pollution prevention plan required for compliance with TCEQ permit requirements. Provide layout plans with dimensional control information necessary to construct site improvements.
5. Provide pavements and grading plans indicating paving types and locations, and retaining wall and bank stabilization types and locations, with vertical elevation information necessary for construction.
6. Provide amenities and hardscape design plans with information necessary for construction.
7. Provide site drainage and storm sewer plans with information necessary for construction, including preparation of final Storm Water Pollution Prevention Plan and Best Management Practices for control of erosion during and after construction.
8. As needed, coordinate with utility companies on any utility relocations or conflicts that may require design modifications.



9. Provide culvert plans and profiles for each culvert crossing (including the approaches to each crossing), and details of the rip rap protection, as determined necessary for each channel crossing location with information necessary for construction.
10. Provide structural plans and details as necessary for design of project improvements.
11. Provide landscape and irrigation plans and details necessary for construction.
12. Submit three (3) sets of hard copy construction documents for city staff review and comment at 50% and 90% levels of completion.
  - a. Attend a meeting with city staff to discuss comments and plan changes related to development of the project, and to document staff comments for use during preparation of subsequent plans, at each submittal stage during preparation of construction documents, prior to submittal of 100% plans.
  - b. Provide an opinion of probable cost of construction for Project improvements at each plan completion submittal stage.
13. Provide specifications and bidder instructions in city of Kerrville standard format at the 90% plan completion stage.
14. Submit 100% plans to city staff for use during the bidding and construction phases of the Project.
15. Submit 100% plans to the Texas Department of Licensing and Regulation (TDLR), or an approved accessibility plan reviewer, for accessibility compliance review, and incorporate comments from that review into the construction documents for the Project. Costs for TDLR plan reviews will be paid by the city of Kerrville.

**G. Construction Phase Services**

1. Provide assistance to the city of Kerrville during the construction phase of the project on an as-needed basis, at the regular, hourly rate for Halff Associates' staff. The fees for this phase of the project are an estimate and will not be exceeded without notifying the city of Kerrville.
2. Provide assistance to city staff in the pre-qualification of potential bidders, and the preparation of one (1) bid packet for the Project, consisting of project specifications and plans, line item identification and bid form formatting, and by utilizing front-end documents preferred by the city of Kerrville, Texas. For clarification purposes, bid documents will be prepared as lump sum bids, with unit cost worksheets included to define installed unit costs for significant project elements which can be used for change orders, and additions or deletions to the project.
3. Provide assistance during the bidding phase by answering technical questions from Contractors and attending a pre-bid meeting with city staff.
4. Tabulate contractor bids in a spreadsheet format for city staff review.
5. Participate in a Preconstruction Conference prior to commencement of Work on the Project.
6. Provide assistance during the construction phase by reviewing Contractor shop drawings when appropriate, and by visiting the project site at appropriate intervals to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow the Halff Associates, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.
  - a. We anticipate that the Planning and Design Team will visit the Project site one (1) time per month during the construction phase of the project, for an estimated total of nine (9) total visits during construction of the Project.
  - b. Site visit time will include preparation and issuance of meeting minutes that document observations and discussions that occurred during the site visit.

- c. Shop drawing and submittal reviews will occur on an as-needed basis, with review time billed to the City of Kerrville as part of Construction Observation Services.
  - d. Costs for excessive review of submittals or shop drawings will be paid by the city of Kerrville. Excessive review of submittals or shop drawings is defined as any review required after the original review has been made and the first resubmittal has been checked to see that requested corrections have been made by the Contractor. Costs for additional review time will be billed to the city of Kerrville by Halff Associates for the actual hours required for the review and marking of submittals or shop drawings by Halff Associates in accordance with the approved rate schedule (Exhibit "B").
- 7. Halff Associates, or sub-consultant members of the planning and design team, shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Halff Associates does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
  - 8. Recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Halff Associates believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
  - 9. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Halff Associates may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
  - 10. Recommend Change Orders and Work Change Directives to City, as appropriate, and prepare Change Orders and Work Change Directives as required.
  - 11. Determine the appropriate pay amounts due Contractor, based on observations by Halff Associates or its assigns, as experienced and qualified design professionals and on review of Applications for Payment and accompanying supporting documentation.
  - 12. Conduct a pre-final walk-through of the Project site with city staff and the Contractor prior to the preparation of a final punch list.
  - 13. Assist city staff in the preparation of a Final Punch List that documents the deficiencies or discrepancies in the Contractors work on the Project, and provides direction and guidance on an acceptable solution or remedy.
    - a. Final Punch List walk-through to be accomplished by Kerrville staff.

#### **H. Deliverables**

Provide three (3) copies of the interim plan submittals as identified in the scope of work for the project. Provide three (3) full-size hard copies of final plans, five (5) half-size hard copies of final plans, five (5) hard copies of final specifications, and one digital copy of the final plans and specifications for city of Kerrville use.

**I. Fee Schedule- Basic Services**

Consultant fees for this project are based on a lump sum amount for tasks identified as a part of the project. Efforts will be invoiced monthly, on a percent complete basis.

Fee amounts shown below will not be exceeded without prior approval from the city of Kerrville, or unless indicated otherwise in the scope of work.

Project Start-up, Trail Alignment & Park Master Plan Review.....	\$14,780
Survey & Base Map Preparation.....	\$44,500
Section 404 Coordination & Review.....	\$7,000
Geotechnical Investigation.....	\$10,500
Design Development Plans.....	\$50,080
Construction Document Preparation .....	\$120,500
Construction Phase Services (estimated, not-to-exceed).....	\$39,250
<b>TOTAL BASE FEE</b>	<b>\$286,610</b>

**J. Reimbursable Expenses**

1. Out of pocket expenses related to travel, mileage, courier expenses, printing, postage and graphic reproduction **ARE NOT INCLUDED** in the base contract cost, and shall be reimbursed at cost, plus 10 percent, to the city of Kerrville.
2. Reimbursable expenses will be invoiced separately to the city of Kerrville, and shall not exceed the estimated amount listed below, without prior approval from the city of Kerrville.
3. **For budgetary purposes, Reimbursable Expenses are estimated to be 4% of the Project Basic Services fees, or \$12,000.**

**K. Project Schedule**

Estimated durations for each task of the project are proposed timeframes for the Consultant team to complete each individual task. Tasks may occur either sequentially or concurrently. Actual durations may be affected by permitting activities, City staff review times, or other conditions.

Project Start-up, Trail Alignment & Park Master Plan Review.....	3 weeks
Survey & Base Map Preparation.....	8 weeks
Section 404 Coordination & Review.....	6 weeks
Geotechnical Investigation.....	8 weeks
Existing Structure Integrity & Existing Restroom ADA Review/Assessment.....	2 weeks
Design Development Plans.....	6 weeks
Construction Document Preparation .....	16 weeks
Construction Phase Services.....	40 weeks

## **II. SCOPE OF ADDITIONAL SERVICES**

Additional services shall consist of, but not be limited to, the following items:

1. City generated changes to planning and design efforts once work is in progress. These changes will be billed at hourly rates, per proposals approved by the City, until the work is at the same level of completion as it was prior to the change.
2. Cost of permits or filing fees required by regulatory agencies or departments obtained for the City shall be paid by the City.
3. Participation in additional board presentations or public meeting presentations will be at Kerrville's request and invoiced on an individual meeting basis. Costs for additional meetings during the course of the project will depend on staff persons involved with the meetings, amount of preparation required to attend the meeting (s), and will also typically include mileage and meal charges, in addition to the hourly rates for participants.
4. Any work not specifically included in the above scope of services will be considered as Additional Services.

## **Agenda Item:**

2E. A resolution adopting a criminal trespass policy for city-owned property.  
(staff)

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

**SUBJECT:** A Resolution Adopting a Criminal Trespass Policy for City-owned Property

**FOR AGENDA OF:** Dec. 11, 2012 *mat* **DATE SUBMITTED:** Nov. 30, 2012

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

**EXHIBITS:** Resolution, Policy

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** *W*

<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

**SUMMARY STATEMENT**

The City must occasionally issue Criminal Trespass Warnings to persons on City property who through their actions are a danger to themselves or others, or are preventing other visitors and patrons from using or enjoying City property. This policy will provide clear guidance to City staff, the Kerrville Police Department, and those who are receiving a Criminal Trespass Warning of their rights, duties, and obligations.

**RECOMMENDED ACTION**

Adoption of Resolution, which adopts a Criminal Trespass Policy for City-owned property.

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

**A RESOLUTION ADOPTING A CRIMINAL TRESPASS POLICY  
FOR CITY-OWNED PROPERTY**

**WHEREAS**, the City of Kerrville owns various properties that are open to and used by the public, such as City Hall, Butt Holdsworth Memorial Library, Kerrville Schreiner Golf Course, and multiple parks; and

**WHEREAS**, from time to time, persons entering upon or using City property act in ways that cause a danger to themselves or others or commit crimes, which prevent visitors and patrons from using and enjoying City property because of this conduct; and

**WHEREAS**, the City, through a process that includes the particular department that maintains the care, custody, and control of a property and the Kerrville Police Department, must occasionally issue criminal trespass warnings and/or citations in accordance with the Texas Penal Code to exclude persons from City property because of their disruptive and/or criminal conduct; and

**WHEREAS**, City staff, as a means of formalizing its practice with respect to the use of the state criminal trespass law, has prepared a policy that the City will use when addressing this issue; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds that it is in the public interest to adopt a criminal trespass policy for City-owned property;

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

The Criminal Trespass Policy for City-Owned Property, the provisions of which are set forth in **Exhibit A** attached hereto and incorporated herein by reference, is approved and adopted.

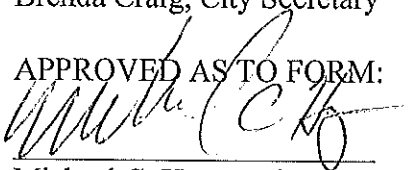
**PASSED AND APPROVED ON** this the \_\_\_\_ day of \_\_\_\_\_, 2012, A.D.

\_\_\_\_\_  
Jack Pratt, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Brenda Craig, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

**CITY OF KERRVILLE**  
**CRIMINAL TRESPASS ON CITY PROPERTY**

The City of Kerrville ("City") has the following duties related to City Property:

1. To be a responsible steward of property it owns or controls;
2. To maintain public property in a manner that promotes public health and safety;
3. To provide City-owned facilities where the City and the public can conduct business and other approved activities free from unlawful and disruptive interference.

A criminal trespass notice ("Notice") orders individuals to leave and not return to City property. The Notice may be a verbal or written statement to an individual that he/she must depart or may not enter City property for a set amount of time.

Notice may be issued by directors or their designees and Kerrville Police Department officers for conduct occurring on City property that is unreasonably disruptive or harmful to City property, to the conduct of City business, or to the conduct of approved non-City activities occurring on City property, including, but not limited to conduct that violates the City of Kerrville Code of Ordinances or State law.

Notice may be issued after an individual has been warned that their conduct is in violation of law or City policy with a reasonable opportunity provided to cease the violation; however, if the individual's conduct is both unreasonably disruptive or harmful and is an offense under State law, has caused or threatens to cause injury to any person or damage to any property, or threatens to cause an imminent breach of the peace, a Notice may be issued by an authorized employee without prior warning.

The following provides suggested duration guidelines for exclusion from City property:

<b>Description of Conduct</b>	<b>Suggested Duration of Exclusion</b>
No harm to persons or property, some disruption to City business or other event, and no similar past conduct	0-30 days
Some harm to persons or property, no disruption of City business or other event, and no similar past conduct	30-60 days
Some harm to persons or property, or some disruption of City business or other event, and history of similar past conduct	30-120 days
Significant harm to persons or property, or significant disruption of City business or other	90-180 days



event, and no similar past conduct	
Significant harm to persons or property, or significant disruption of City business or other event, and history of similar past conduct	90 days to 1 year
Significant harm involving serious bodily injury or the threat of serious bodily injury to a person or to property, and threat of similar future conduct	1 year-permanent

An individual who is issued a Notice and excluded from City property may appeal such exclusion. If he/she chooses to appeal, it must be in writing to the City Manager or his designee within ten days of the issuance of the Notice. A hearing will be scheduled, and the individual will receive notice of the hearing by mail. Should the individual fail to appear at the hearing, the exclusion will remain in effect. If the exclusion is upheld, it remains in effect as issued for the duration indicated on the Notice. If the exclusion is overturned, the individual will be permitted to return to the property.

## **Agenda Item:**

3A. An ordinance amending Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas" of the Code of Ordinances of the City of Kerrville, Texas, by amending various sections to adopt operating hours for the river trail; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject. (staff)

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


---

**SUBJECT:** Second reading - Ordinance amending Chapter 74, Article I of the City's Code of Ordinances regarding River Trail regulations.

**FOR AGENDA OF:** December 11, 2012

**DATE SUBMITTED:** November 30, 2012

**SUBMITTED BY:** Malcolm Matthews,  
Director, Parks and Recreation

**CLEARANCES:** Kristine Ondrias,   
Asst. City Manager

**EXHIBITS:** Ordinance

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

---

<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
\$0	\$0	\$0	NA

**PAYMENT TO BE MADE TO:**

**APPROVED FOR SUBMITTAL BY DIRECTOR OF ADMINISTRATIVE SERVICES:**

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**SUMMARY STATEMENT**

This is the second reading of the recommended amendments to Ch. 74 of the City's Code of Ordinances regarding River Trail regulations. With the opening of the first segment of the River Trail planned in December 2012, specific use regulations of the trail need to be adopted prior to opening. From the initial planning and public discussion of the River Trail, regulations regarding daytime use only, no private vehicles on the trail, and prohibition of certain types of activities detrimental to the maintenance and enjoyment of the improvements were identified as enforcement tools that needed to be adopted. The regulations that need to be added to Ch. 74, in addition to those that already regulate activities in public parks, are as follows.

1. Because recreational trails are generally in the floodplain and remain unlit because of the expense, as is the case with Kerrville's trail, safety and security are too great with nighttime use. A "dawn to dusk" schedule has been presented to the public throughout the River Trail planning phase and has been accepted as a reasonable approach to usage. This has been of special interest to private property owners. "Dawn" and "dusk" are defined as 30 minutes before sunrise and 30 minutes after sunset, respectively.
2. The second amendment is to prohibit personal vehicles on the trail. While "no vehicular access" will be marked, signed, and very obvious, individuals do try to drive on trails. This is especially true with motorcycles. Ordinance language prohibiting vehicles is needed to assist the Police Department in controlling this activity.

3. Certain activities create operational and use problems. One particular activity is skateboarding, which is attracted to smooth concrete surfacing, slopes/switchbacks, and retaining walls associated with trails. Prohibition of skateboarding is common to trail regulations because of facility damage caused by boards grinding on walls/ramps/railing and the gathering of people in one area of a trail which causes congestion. The Kerrville Skate Park in Singing Wind Park is a great facility for skateboarding, which was developed solely for that activity.
4. The River Trail will be available to walkers/runners/bikers/etc., but they must stay on the trail and not trespass onto private property. Signage stating such will be present along the length of the trail. Dogs will be allowed, but they must stay on leash and all pet waste needs to be disposed of properly by the pet owner.
5. There will be access to the Guadalupe River on public property in designated areas, but water access will not be allowed on private property.
6. Current park prohibitions in Ch. 74 against smoking, ground fires, glass containers, firearms, vending without permit, overnight camping/sleeping, excavation of artifacts, or disruption of vegetation or wildlife will also be enforced on the River Trail.

The ordinance wording has been simplified from the draft associated with the first reading.

#### **RECOMMENDED ACTION**

Staff recommends approval of the second reading of the ordinance amendments.

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2012-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 74 "PARKS AND RECREATION", ARTICLE I "RULES AND REGULATIONS FOR CITY PARK AND RECREATION AREAS" OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY AMENDING VARIOUS SECTIONS TO ADOPT OPERATING HOURS FOR THE RIVER TRAIL; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, the City Council of the City of Kerrville, Texas, pursuant to Ordinance 2004-24, previously adopted rules and regulations for the City's parks and recreational areas, which rules and regulations are found within Chapter 74 of the City's Code of Ordinances; and

**WHEREAS**, the City Council now wishes to amend those rules and regulations by revising various sections of the rules and regulations with respect to the River Trail; and

**WHEREAS**, the City's Parks and Recreation Advisory Board has considered all proposed revisions and voted to approve each one specified within this Ordinance; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 74 of the Code of Ordinances of the City of Kerrville, Texas, to amend sections regarding operating hours of the River Trail;

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

**SECTION ONE.** Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas" of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-1 by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~[deleted]~~) as follows:

**"Sec. 74-1. Definitions**

:

Dawn means half an hour before sunrise.

Dusk means half an hour after sunset.

Kerrville River Trail ("River Trail") means the public trail, trailheads, parking, and other associated trail improvements along and near the Guadalupe River between Spur 98 and Kerrville-Schreiner Park."



**SECTION TWO.** Chapter 74 “Parks and Recreation”, Article I “Rules and Regulations for City Park and Recreation Areas” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-5 to add the language that is underlined (added) and deleting the language that is bracketed and stricken (~~{deleted}~~) as follows:

**“Sec. 74-5. Opening and closing hours.**

(a) Except as provided hereafter and with the exception of the pavilions within Louise Hays Park and Kerrville-Schreiner Park and the Boardwalk pavilion and the Kerrville River Trail in areas located outside of Louise Hays Park and Kerrville-Schreiner Park, all City parks and recreation areas shall be open daily to the public between dawn and 11:00 p.m. Each City park and recreation area shall be closed to the public from 11:00 p.m. to dawn, and also as otherwise closed by orders of the director for the purpose of rehabilitation, cleaning, general supervision, or to protect the health, safety, and welfare of the public.

(d) The Kerrville River Trail is open to the public from dawn to dusk. Users of the River Trail shall remove all personal property and trash prior to the closing time. Following the closing time, it is unlawful for any unauthorized person to remain on or enter the River Trail. Violators shall be subject to notice of or citation for criminal trespassing and the issuance of a citation for violation of this provision.

~~{(h) ——— For purposes of this section, “dawn” is defined as being one-half (1/2) hour before sunrise.}~~

**SECTION THREE.** Chapter 74 “Parks and Recreation”; Article I “Rules and Regulations for City Park and Recreation Areas” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-11 to add the language that is underlined (added) and deleting the language that is bracketed and stricken (~~{deleted}~~) as follows:

**“Sec. 74-11. Vehicles.**

(a) It shall be unlawful for any person to operate or place, or cause to be operated or placed, a ~~{motor}~~ motorized vehicle, including an automobile, motorcycle, or all-terrain vehicle within any City park and recreation area, including the Kerrville River Trail, except on designated roadways or parking areas. ~~[No person shall allow a motor vehicle which he owns to be operated or placed within any City park and recreation area except on designated roadways or parking areas.]~~ This subsection does not apply to personal mobility devices, such as wheelchairs, motorized or otherwise, and scooters, when used in accordance with accessibility laws; where a person has received prior written approval from the director; or where the owner of property adjacent to the River Trail needs to temporarily cross the River Trail to access his property. ~~This subsection shall not apply to golf carts, wheelchairs, or vehicles being used strictly for the purposes of loading or unloading freight therein or in the construction, maintenance, or repair of said City park and recreation areas or~~

~~with the prior written approval of the director; however, it is unlawful to use a golf cart on the Kerrville River Trail except when used for the purposes of loading or unloading freight or in the construction, maintenance, or repair of the River Trail or with the prior written approval of the director."~~

**SECTION FOUR.** Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas" of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Section 74-20 as follows:

"Sec. 74-20. Additional rules applicable to the Kerrville River Trail.

The following rules and regulations shall apply to the Kerrville River Trail and are in addition to the other rules and regulations in this chapter. However, should a conflict arise between the provisions contained in this section and provisions found in the rest of this chapter, the rules and regulations found within the section shall control.

(a) It is unlawful for any person to:

- a. skateboard on the River Trail;
- b. leave the designated River Trail and enter onto private property; or
- c. Enter the Guadalupe River, except in designated areas as evidenced by signage.

(b) An owner or handler shall promptly remove and sanitarilly dispose of animal waste left on or around the River Trail by an animal being handled by the person."

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

**SECTION SIX.** The provisions of this Ordinance are to be cumulative of all other Ordinances or parts of Ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior Ordinances or parts of Ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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



**SECTION EIGHT.** The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

**PASSED AND APPROVED ON FIRST READING,** this the 27<sup>th</sup> day of November, A.D., 2012.


**PASSED AND APPROVED ON SECOND AND FINAL READING,** this the \_\_\_ day of \_\_\_\_\_, A.D., 2012.

\_\_\_\_\_  
Jack Pratt, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney



## **Agenda Item:**

4A. A resolution approving a drainage project at the Kerrville-Kerr County Airport, authorizing the joint airport board for the Kerrville-Kerr County Airport authorizing the Joint Airport Board for the Kerrville-Kerr County Airport to apply for financial assistance necessary for the project, and designating the airport manager to act as the project representative for the project.(Bruce McKenzie, airport manager)

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

**SUBJECT:** Resolution to Approve and Fund Construction of New Drainage Field to  
Correct Runway Safety Area Issue and Impacted Roadway

**FOR AGENDA OF:** December 11, 2012

**DATE SUBMITTED:** November 29, 2012

**SUBMITTED BY:** Bruce McKenzie

**CLEARANCES:** Bruce McKenzie

**EXHIBITS:** Power Point Presentation of Subject Area

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

**SUMMARY STATEMENT**

The following documents are required by TxDOT Aviation for this project to be funded using a 90/10 type grant.

- Resolution to Approve and Fund the Project
  - Certification of Project Funds
  - Designation of Sponsor's Authorized Representative
1. Estimated Project Cost \$50,000.00
  2. Combined Sponsor's Responsibility \$5,000.00
  3. Estimated Cost to the City and County would be \$2,500.00 each.

**RECOMMENDED ACTION**

We recommend the City Council approve this project.











# Site Plan for Drainage Improvements at Kerrville/Kerr County Airport

This document is released for interim purposes only. It is not to be used for regulatory approval, permit, or construction without the approval of the Kerr County Engineer. License # 80905

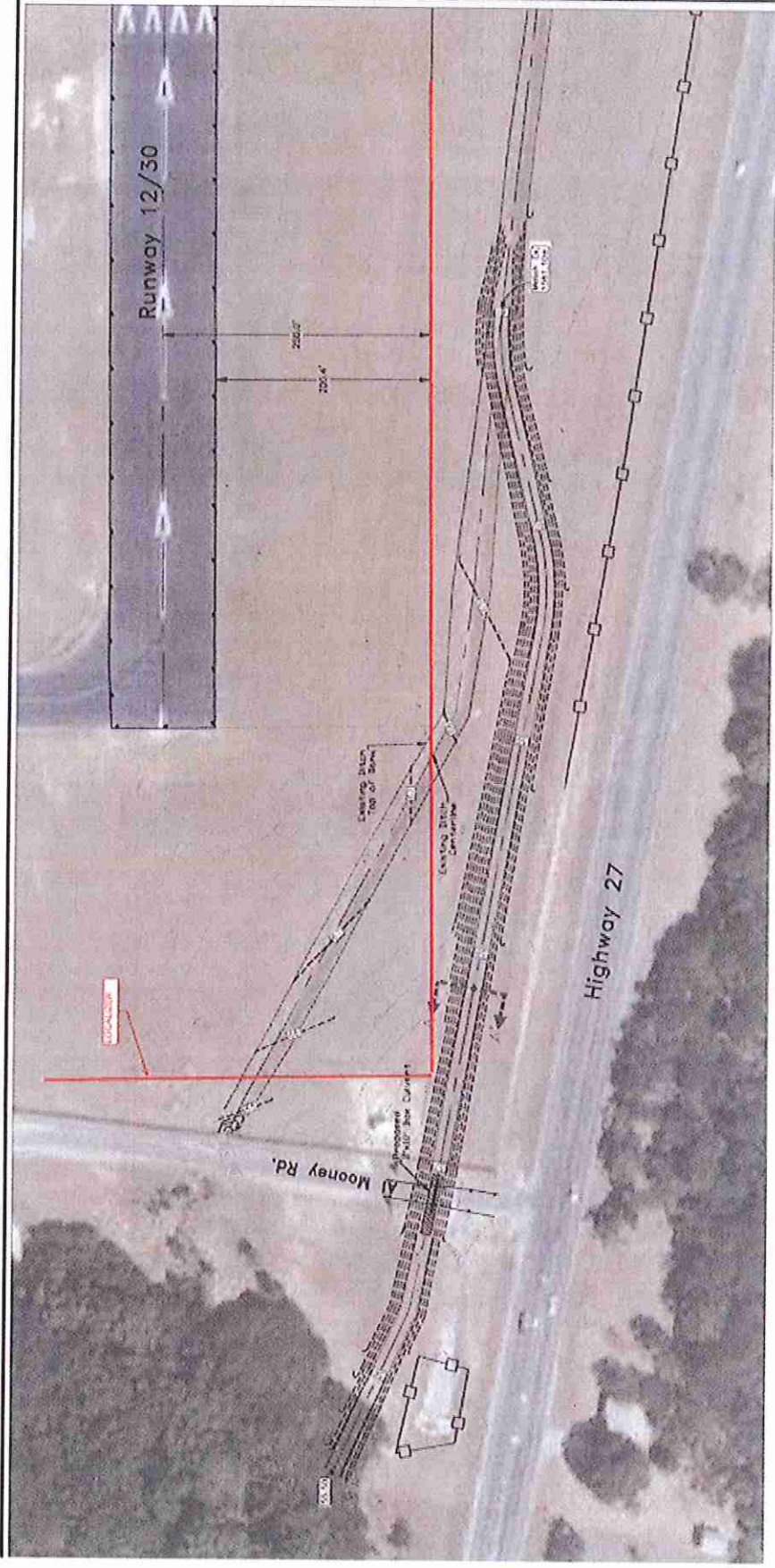
**WELLBORN**  
Engineering

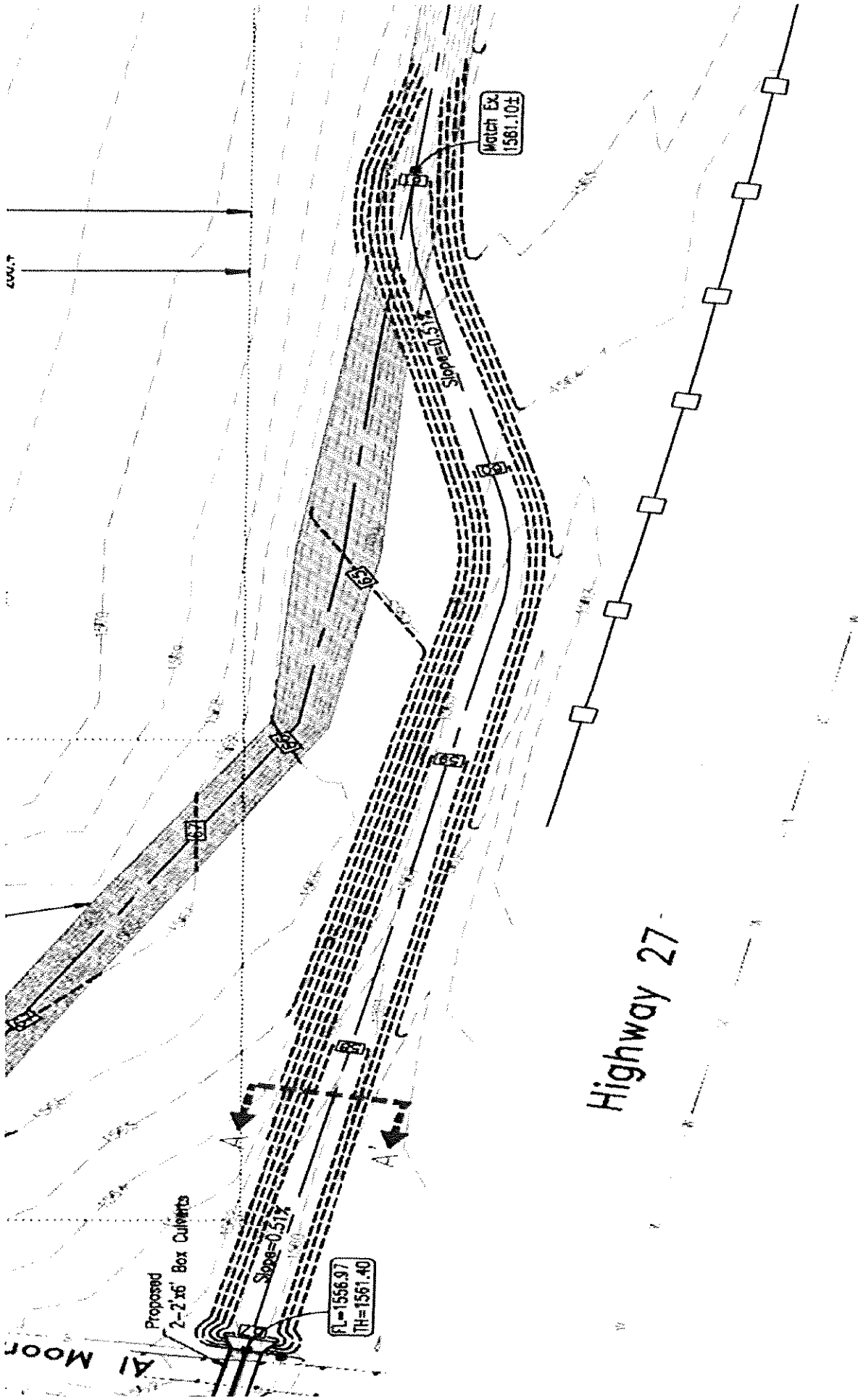
600 Second Ave  
Kerrville, TX 78021  
Phone: 361-2371  
Fax: 361-2372  
Email: info@wellborn-engineering.com

DATE: September 11, 2012  
SCALE: 1"=50'

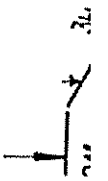
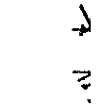
PROJECT: Drainage Improvements at Kerrville/Kerr County Airport

SHEET  
**C1**





# **LEGEND**



RE IDENTIFIED BY  
V OF A/I

2'-2' x 0' BOX CULVERT  
 Construct SW-0 Headwall  
 with Concrete Riprap &  
 2H:1V Wingwalls  
 Top of HW = 1561.00  
 FL=1556.78

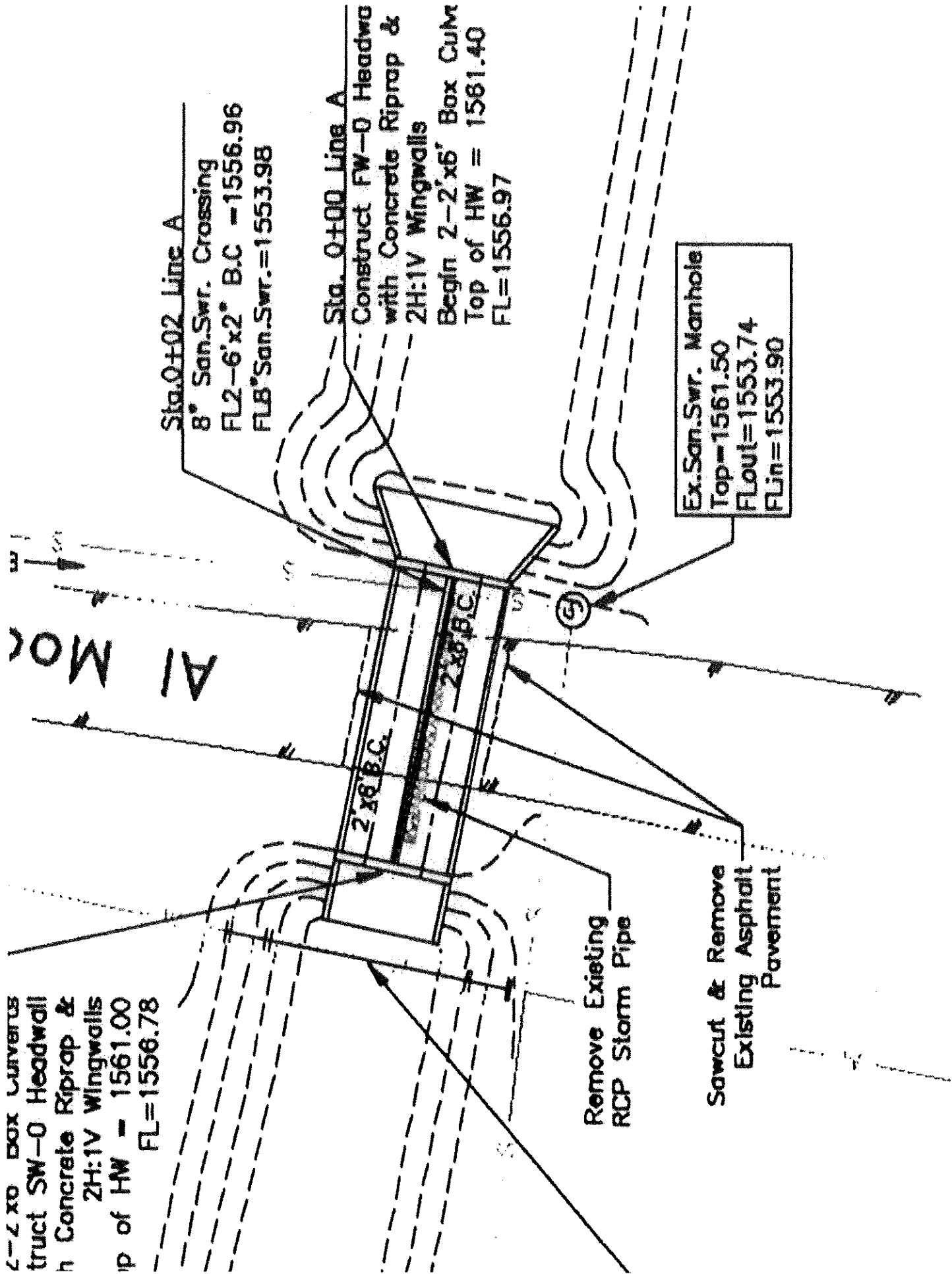
Sta. 0+02 Line A  
 8" San.Swr. Crossing  
 FL2-6"x2" B.C. = 1556.96  
 FLB" San.Swr. = 1553.98

Sta. 0+00 Line A  
 Construct FW-0 Headwa  
 with Concrete Riprap &  
 2H:1V Wingwalls  
 Begin 2'-2'x6' Box Culm  
 Top of HW = 1561.40  
 FL=1556.97

Ex.San.Swr. Manhole  
 Top=1561.50  
 FLout=1553.74  
 FLin=1553.90

Remove Existing  
 RCP Storm Pipe

Sawcut & Remove  
 Existing Asphalt  
 Pavement



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

**A RESOLUTION APPROVING A DRAINAGE PROJECT AT THE KERRVILLE-KERR COUNTY AIRPORT, AUTHORIZING THE JOINT AIRPORT BOARD FOR THE KERRVILLE-KERR COUNTY AIRPORT TO APPLY FOR FINANCIAL ASSISTANCE NECESSARY FOR THE PROJECT, AND DESIGNATING THE AIRPORT MANAGER TO ACT AS THE PROJECT REPRESENTATIVE FOR THE PROJECT**

**WHEREAS**, the Joint Airport Board ("Board") for the Kerrville-Kerr County Airport ("Airport") has notified the owners of the Airport, Kerr County and the City of Kerrville ("Owners"), that certain repairs and improvements are necessary at the Airport in order to comply with safety requirements established by the Federal Aviation Administration and the Texas Department of Transportation; and,

**WHEREAS**, the Board has also notified the Owners that it intends to make the required repairs and/or improvements to the Airport; and,

**WHEREAS**, the project is generally intended to fill an abandoned drainage ditch and other depressions at the Airport and to install culverts under impacted roadways to improve the Airport's safety and its operations (the "Project"); and,

**WHEREAS**, the Board intends to request financial assistance from the Texas Department of Transportation for the Project; and,

**WHEREAS**, the Board will be responsible for 10% of the Project cost, with the total Project cost currently estimated to be \$50,000.00; and,

**WHEREAS**, the Board has named the Texas Department of Transportation as its agent for the purposes of applying for, receiving, and disbursing all funds for the Project and for the administration of contracts necessary for the implementation and completion of the Project; and

**WHEREAS**, the City Council believes that the Project serves a public interest by improving the safety at the Airport;

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

**SECTION ONE.** The City Council approves of the Project, based upon the Project scope and cost as submitted to the City by the Board. In addition, the Council certifies that the City has and will provide its share of the local matching funds, said amount currently estimated at \$2500.00.

**SECTION TWO.** The City Council authorizes the Board to apply for grant funding for the Project.

**SECTION THREE.** The City Council designates the Airport Manager as the Project Representative in all respects for the Project.




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

ATTEST:

\_\_\_\_\_  
Jack Pratt, Jr., Mayor

\_\_\_\_\_  
Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

### DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, \_\_\_\_\_, \_\_\_\_\_,  
(Name) (Title)  
with the \_\_\_\_\_ designates \_\_\_\_\_  
(Sponsor Name) (Name, Title)  
as the \_\_\_\_\_ authorized representative for the \_\_\_\_\_ project,  
(Sponsor Name)  
who shall have the authority to make approvals and disapprovals as required on behalf of  
the \_\_\_\_\_.  
(Sponsor Name)

\_\_\_\_\_, Texas  
(Sponsor)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE**

Mailing Address: \_\_\_\_\_

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\*Physical/Overnight Address:

Telephone Number: \_\_\_\_\_

Fax Number:

E-Mail Address:

\* ALL GRANT AGREEMENTS ARE SENT BY OVERNIGHT MAIL

## CERTIFICATION OF PROJECT FUNDS

I, \_\_\_\_\_, \_\_\_\_\_,  
(Name) (Title)  
do certify that sufficient funds to meet the \_\_\_\_\_ share of  
(Sponsor Name)  
project costs as identified for the project and will be available in accordance with the schedule  
shown below:

## SPONSOR FUNDS

<u>Source</u>	<u>Amount</u>	<u>Date Available</u>
---------------	---------------	-----------------------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Texas  
(Sponsor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_, Texas  
(Sponsor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Agenda Item:**

4B. Establishment of library membership fees for patrons who live outside of the City of Kerrville. (staff)

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

**SUBJECT:** Establishment of library membership fees for patrons who live outside of the City of Kerrville

**FOR AGENDA OF:** Dec. 11, 2012      **DATE SUBMITTED:** Nov. 30, 2012

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

**EXHIBITS:** Library Membership Fee Analysis

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

**SUMMARY STATEMENT**

At the November 13, 2012, City Council meeting staff was directed to create a fee schedule for non-city resident library users to help recoup Kerr County's annual allocation of \$200,000 that was specified in the Library Services Interlocal Agreement.

Attached is a financial analysis and recommended library membership fee schedule for non-city residents. The fee structure provides for a range of service level and pricing options, including a discount for those who wish to purchase the full range of library services.

At a special meeting held on December 4, 2012, the Library Advisory Board met to consider the proposed membership fee schedule. The Board voted (4-1) to recommend that the City Council set the fees as presented herein.

Should the City Council decide to establish the library membership fees, city staff will schedule the fees for adoption at the January 8, 2013, regular City Council meeting. These fees would go into effect on February 1, 2013, and city staff would provide written notice to affected patrons notifying them that their current cards would be terminated and new cards issued upon payment of the library membership fees. A minimum of 30 days written notice would be provided.

**RECOMMENDED ACTION**

Staff recommends adopting the fee schedule as shown in the attached user fee analysis. Furthermore, staff recommends that these fees go into effect on February 1, 2013, and that all affected library patrons be provided a minimum of 30 days written notice.

[illegible][illegible]

Typical Annual Service Demand			
<i>Patrons (Library Cardholders)</i>			
	7,700	100%	
Kerrville	4,389	57%	
Kerr County	3,080	40%	
Other	231	3%	
<i>Items Checked Out</i>	160,000	100%	
Kerrville	91,200	57%	
Kerr County	64,000	40%	
Other	4,800	3%	

Total FY2013 Budget	
Expenses:	\$ 671,574.00
Revenues:	
GF Receivables	\$ 27,050.00
City Property Taxes	\$ 644,524.00
Cty. Contribution	\$ -
<b>Total Revenues</b>	<b>\$ 671,574.00</b>
Unit Cost/Service Component	
Item	Cost
City Cost/Patron	\$ 139.51
Cty. Cost/Patron	\$ -
<i>or</i>	
City Cost/Chkout.	\$ 6.60
Cty. Cost/Chkout.	\$ -

Pro-Rata Contribution	
City (60%)	\$ 386,714.40
County (40%)	\$ 257,809.60
<b>Total</b>	<b>\$ 644,524.00</b>
Pro-Rata	
Unit Cost/Service Component	
Item	Cost
City Cost/Patron	\$ 83.70
Cty. Cost/Patron	\$ 83.70
<i>or</i>	
City Cost/Chkout.	\$ 4.03
Cty. Cost/Chkout.	\$ 4.03

FY2013 Budget vs. Pro-Rata Contribution				
Unit Cost/Service Component				
Item	FY2013	Pro-Rata	Difference	
City Cost/Patron	\$ 139.51	\$ 83.70	(\$55.80)	-40%
Cty. Cost/Patron	\$ -	\$ 83.70	\$83.70	NA
<i>or</i>				
City Cost/Chkout.	\$ 6.60	\$ 4.03	(\$2.58)	-39%
Cty. Cost/Chkout.	\$ -	\$ 4.03	\$4.03	NA

Proposed Fee Schedule	
Annual Library Membership	
Book Only	\$ 35.00
Computer Usage Only	\$ 35.00
Full Membership	\$ 65.00
Monthly Membership	\$ 8.00
<i>Book Only:</i>	
Allows Patron to Check Out Materials	
No Access to Computer Services	
<i>Computer Usage Only:</i>	
Allows Patron Access to Computer Services	
No Patron Check Out of Materials Allowed	
<i>Full Membership:</i>	
Full Access to All Library Services Allowed	
<i>Monthly Membership:</i>	
Full Access to All Library Services Allowed for 30 Days	

## **Agenda Item:**

4C. Update of the City's wastewater master plan. (staff)



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

**SUBJECT:** Update and discussion of the Wastewater Master Plan

**FOR AGENDA OF:** December 11, 2012 **DATE SUBMITTED:** December 5, 2012

**SUBMITTED BY:** Kristine Ondrias  **CLEARANCES:** Todd Parton  
Asst. City Manager City Manager

**EXHIBITS:** Table 9.1 Wastewater System Integrated 20-Year CIP

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$	\$	\$	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

On October 4, 2012, Freese and Nichols presented the overview of the updated wastewater collection system, wastewater collection system CIP and the 20-year integrated CIP. City Council asked to consider including an inflationary factor in the project cost within the 20-year CIP. The inflationary factor increased the total 20-year CIP from \$33,045,700 to \$48,230,192. A breakdown of the projects and costs are attached for review. This agenda item is to present this to the City Council for any possible discussion and receive direction prior to bringing the plan forward for adoption. Staff plans to distribute draft plan documents to the City Council by December 21, 2012 and will bring back an agenda item for discussion and possible adoption at the January 8, 2013 City Council meeting.

**RECOMMENDED ACTION**

Review the attached Table 9.1 Wastewater System Integrated 20-Year CIP and provide staff direction.



**Table 9.1 Wastewater System Integrated 20-Year CIP**

	Proj. No.	Project Description	Project Cost	Project Cost with 3% Inflation
FY 2013	1	Jefferson Lift Station Expansion & 12"/16" Force Mains	\$ 4,539,300	\$ 4,539,300
	2	Add New Clarifier at WWTP	\$ 2,218,000	\$ 2,218,000
	3	Upgrade WWTP Electrical System	\$ 1,413,000	\$ 1,413,000
	4	Reduce Broadway Lift Station Capacity to 500 gpm	\$ 486,800	\$ 486,800
	5	Project Contingency	\$ 1,500,000	\$ 1,500,000
Total 2013			\$ 10,157,100	
2014-2019	1	WWTP Oxidation Ditch Rehab	\$ 809,500	\$ 995,600
	2	New Knapp Wet Well & 10" Force Main	\$ 1,211,000	\$ 1,489,409
	3	G-Street Lift Station Decommission	\$ 78,000	\$ 95,932
	4	21-inch Interceptor Downstream of Jefferson Lift Station	\$ 1,412,200	\$ 1,736,865
	5	Project Contingency	\$ 689,300	-
Total 2014 - 2019			\$ 4,200,000	\$ 4,317,806
2020 & Beyond	Collection System	15"/18"/21" Interceptors Downstream of Knapp Lift Station	\$ 1,849,000	\$ 3,339,479
		New 5900 gpm Legion Lift Station	\$ 4,290,000	\$ 7,748,169
		New 1600 gpm Comanche Trace Lift Station	\$ 1,547,000	\$ 2,794,037
		Quinlan Basin 10"/12"/15" Interceptor	\$ 2,844,900	\$ 5,138,174
		Comanche Trace 12"/15" Interceptors	\$ 1,336,400	\$ 2,413,672
		15" Interceptor Upstream of Knapp Lift Station	\$ 605,300	\$ 1,093,232
	WWTP	Parallel Clarifier Effluent Pipe	\$ 41,000	\$ 74,050
		Clarifier Rehab & Repair	\$ 492,000	\$ 888,601
		Increase Filter Capacity	\$ 3,454,000	\$ 6,238,269
		FEB & Lift Station Capacity Increase	\$ 2,086,000	\$ 3,767,525
		Rehab Chemical Feed System	\$ 99,000	\$ 178,804
		Rehab RAS Pump Station	\$ 45,000	\$ 81,275
Total 2020 & Beyond			\$ 18,688,600	\$ 33,755,287
Grand Total			\$ 33,045,700	\$ 48,230,192

## **Agenda Item:**

4D. Consider gift of the land and improvements associated with the Clock Tower adjacent to the City Hall building from the Cailloux Foundation and authorize the City Manager to execute a deed associated with the gift. (staff)

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

**SUBJECT:** Consider gift of the land and improvements associated with the Clock Tower adjacent to the City Hall building from the Cailloux Foundation and authorize the City Manager to execute a deed associated with the gift.

**FOR AGENDA OF:** December 11, 2012 **DATE SUBMITTED:** December 5, 2012

**SUBMITTED BY:** Kristine Ondrias  
Asst. City Manager

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
\$	\$	\$	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

The Cailloux Foundation would like to gift the City of Kerrville the land and improvements associated with the Clock Tower directly adjacent to the new City Hall building. This item is also listed for Executive Session under Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property) and 551.073 (deliberation regarding gifts) should the City Council wish to discuss.

**RECOMMENDED ACTION**

Discuss and consider gift of the land and improvements associated with the Clock Tower adjacent to the City Hall building from the Cailloux Foundation and authorize the City Manager to execute a deed associated with the gift.

## **Agenda Item:**

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



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

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

**FOR AGENDA OF:** Dec. 11, 2012      **DATE SUBMITTED:** Dec. 4, 2012

**SUBMITTED BY:** Carson Conklin      **CLEARANCES:** Todd Parton  
Councilmember Place 1                      City Manager

**EXHIBITS:** None

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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<b>Expenditure</b>	<b>Current Balance</b>	<b>Amount</b>	<b>Account</b>
<b>Required:</b>	<b>in Account:</b>	<b>Budgeted:</b>	<b>Number:</b>
\$	\$	\$	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

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

**RECOMMENDED ACTION**

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

## **Agenda Item:**

5B. Water resources report. (staff)

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

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**SUBJECT:** Water Resources Report

**FOR AGENDA OF:** 12/11/12

**DATE SUBMITTED:** 11/30/12

**SUBMITTED BY:** Charlie Hastings  
Public Works Director

*GA*

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

*MP*

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

Staff will present an update on the water supply and availability as it relates to the drought.

**RECOMMENDED ACTION**

Information and discussion.



## **Agenda Item:**

5C. Budget/Economic Update. (staff)

**SUBJECT:** Kerrville Budget/Economic Update

**SUBMITTED BY:** Mike Erwin *ME* **CLEARANCES:** Todd Parton  
Director of Finance City Manager

**AGENDA MAILED TO:**

<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$	\$	\$	

REVIEWED BY THE DIRECTOR OR FINANCE:

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

No action required information purposes only.

CITY OF KERRVILLE  
ECONOMIC UPDATE AS OF NOVEMBER 29, 2012

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
<b>National</b>					
Unemployment	7.90%	7.80%	8.90%	↔	October
Consumer Confidence	73.7	73.1	55.2	↑	November
1 year T-Bills	0.17%	0.17%	0.12%	↑	11/28/12

<b>State</b>					
Monthly Unemployment	6.30%	6.30%	7.60%	↔	October
Monthly Sales Tax	\$2,028.0m	\$1,959.9m	\$1,874.6m	↑	October

<b>Local</b>					
Monthly Unemployment (Kerr Co.)	5.20%	5.30%	6.10%	↔	October
Median Listing Price	\$215,000	\$220,000	\$225,000	↓	11/15/12
Monthly Sales Tax	\$421,537	\$453,376	\$406,810	↑	November
Monthly EIC Tax	\$210,744	\$226,663	\$203,379	↑	November
Monthly HOT	\$57,624	\$70,705	\$69,508	↓	October

	FY13 Budget	FY13 as of 10/31/2012	FY13 % Received	FY12 as of 10/31/2011	FY12 % Received
<b>General Fund</b>					
Tax Revenue	\$14,939,900	\$1,038,229	6.95%	\$581,091	4.01%
Property Tax	\$8,050,000	\$557,386	6.92%	\$126,188	1.60%
Sales Tax	\$4,885,000	\$453,376	9.28%	\$439,922	9.67%
Permits & Fees	\$324,975	\$39,116	12.04%	\$28,198	8.70%
Intergovernmental	\$1,191,000	\$153,662	12.90%	\$200,000	17.05%
Service Revenues	\$2,411,860	\$223,904	9.28%	\$182,911	7.11%
Grant Revenue	\$29,500	\$0	0.00%	\$0	0.00%
Fines & Forfeitures	\$506,618	\$41,650	8.22%	\$39,348	8.06%
Interest & Misc.	\$240,850	\$14,942	6.20%	\$15,560	4.09%
Transfers In	\$1,250,000	\$104,167	8.33%	\$104,167	8.22%
<b>Total General Fund</b>	<b>\$20,894,703</b>	<b>\$1,615,669</b>	<b>7.73%</b>	<b>\$1,151,274</b>	<b>5.55%</b>
<b>Total General Fund Expenditures</b>	<b>\$20,594,703</b>	<b>\$1,983,449</b>	<b>9.63%</b>	<b>\$1,769,562</b>	<b>8.82%</b>
<b>Water/Sewer Fund</b>					
Water Sales	\$4,500,000	\$479,248	10.65%	\$406,367	9.23%
Sewer Sales	\$3,800,000	\$303,636	7.99%	\$321,551	8.58%
Other Revenue	\$725,500	\$70,144	9.67%	\$74,157	10.09%
<b>Total Water &amp; Sewer Fund</b>	<b>\$9,025,500</b>	<b>\$853,028</b>	<b>9.45%</b>	<b>\$802,075</b>	<b>9.03%</b>
<b>Total W&amp;S Fund Expenditures</b>	<b>\$8,851,239</b>	<b>\$789,548</b>	<b>8.92%</b>	<b>\$710,595</b>	<b>6.73%</b>

## **Agenda Item:**

6A. Approval of charge and schedule, and appointments to the charter review commission. (staff)

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

**SUBJECT:** Appointments to Charter Review Commission and approving charge and schedule.

**FOR AGENDA OF:** Dec. 11, 2012      **DATE SUBMITTED:** Dec. 2, 2012

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

**EXHIBITS:** Charge

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

**SUMMARY STATEMENT**

Pursuant to Section 14.07 of the City Charter, the Charter must undergo a review every five years. To conduct that review, the Council must appoint a Charter Review Commission. The Commission must consist of seven persons, all of whom must be residents of Kerrville. The City Secretary has received applications from interested persons, which are attached to this agenda bill. In addition, Council should consider adopting a written charge to the Commission, an example of which is attached.

**RECOMMENDED ACTION**

Consideration and possible action regarding applicants for the Charter Review Commission and a charge for the Commission.

**CITY OF KERRVILLE, TEXAS**

**CITY COUNCIL CHARGE TO AND SCHEDULE FOR THE  
CHARTER REVIEW COMMISSION**

December 11, 2012

**Introduction:** The City Charter is a document prepared by the citizens of the City providing direction to the City government on how to operate. Periodically, this document needs to be reviewed to help ensure that it is current and that it properly reflects the overall directions of the community. In fact, Section 14.07 of the Charter, which was added in 2008, requires that the City Council initiate a review at least every five (5) years. As the Charter is the citizens' document, it is then a group of persons, made up of seven (7) Kerrville citizens, that is being asked to review it. It is the intent that this group represent all citizens of this community and that all citizens are invited to provide input into this process. Though appointed by City Council, the Charter Review Commission ultimately reports to the people of Kerrville.

**Charge:** The Charter Review Commission is charged as follows:

1. to organize itself as it sees fit (probably selecting a chair, a vice-chair, and a secretary to prepare minutes of the meetings – City staff is available to fill this function).
2. to arrange its meeting schedule and location, with the fundamental goal that meeting times and locations be as accessible as possible to encourage public input.
3. to review the current City Charter pursuant to the following:
  - a. to cause the Charter to conform with federal and state law where conflict or inconsistencies exist.
  - b. to revise in an effort to clarify and condense as necessary or possible or where a section is confusing or believed to be ineffective.
  - c. to consider the following provisions, as specifically provided for in Section 14.07 of the Charter:
    - i. Consider the operation of the City government under the Charter and determine whether any Charter sections require revision. To this end, at least one public hearing shall be held and the Commission shall have the power to compel the attendance of any officer or employee of the City and to require the submission of any of the City records which it may deem necessary to the conduct of such hearing.
    - ii. Propose recommendations, if any, it deems desirable to ensure compliance with the Charter by the City government.



\_\_\_\_\_, 2012

- iii. Propose amendments, if any, to the Charter to improve the effective application of the Charter to current conditions and operations.
  - iv. Report its finding and present its proposed amendments, if any, to the City Council.
  - d. to consider all other provisions of the Charter as the Charter Review Commission may determine is necessary.
- 4. to work as diligently as possible, with the understanding that pursuant to Section 14.07 of the Charter, the term of the Commission is set at six (6) months. However, this section also provides that Council may extend this term.
  - 5. while acknowledging the six (6) month term, to have the goal of preparing recommendations in the form of amendments to the Charter for placement on the May 11, 2013, general election ballot.
  - 6. to ensure placement on the May 11, 2013, ballot, the report of recommended amendments should be submitted to the City Council for ordinance preparation by the February 12, 2013, Council meeting.

**Council and Staff Support:** The Charter Review Commission may call on City Council members and members of City staff for advice and expertise as it desires. The City Attorney shall provide legal services to the Commission. The City will also provide secretarial assistance. Once appointed, the Commission will operate independently from Council direction and input.

**Subsequent Council Action:** Following the Charter Review Commission's submission of recommended Charter amendments to the City Council, Council will consider such amendments and will vote to consider which amendments or any others are placed on the ballot for consideration by the electorate. The deadline for placement on the May 11, 2013, election ballot is March 12, 2013.

**Members of the Charter Review Commission:** The City Council, at a meeting held on December 11, 2012, appointed the following seven persons to the Charter Review Commission:

_____	_____
_____	_____
_____	_____
_____	_____

You are so charged.

**CITY OF KERRVILLE, TEXAS**

**CITY COUNCIL CHARGE TO AND SCHEDULE FOR THE  
CHARTER REVIEW COMMISSION**

December 11, 2012

**Introduction:** The City Charter is a document prepared by the citizens of the City providing direction to the City government on how to operate. Periodically, this document needs to be reviewed to help ensure that it is current and that it properly reflects the overall directions of the community. In fact, Section 14.07 of the Charter, which was added in 2008, requires that the City Council initiate a review at least every five (5) years. As the Charter is the citizens' document, it is then a group of citizenspersons, made up of seven (7) Kerrville citizens, that is being asked to review it. It is the intent that this group represent all citizens of this community and that all citizens are invited to provide input into this process. Though appointed by City Council, the Charter Review Commission ultimately reports to the people of Kerrville.

**Charge:** The Charter Review Commission is charged as follows:

1. to organize itself as it sees fit (probably selecting a chair, a vice-chair, and a secretary to prepare minutes of the meetings – City staff is available to fill this function).
2. to arrange its meeting schedule and location, with the fundamental goal that meeting times and locations be as accessible as possible to encourage public input.
3. to review the current City Charter pursuant to the following:
  - a. to cause the Charter to conform with federal and state law where conflict or inconsistencies exist.
  - b. to revise in an effort to clarify and condense as necessary or possible or where a section is confusing or believed to be ineffective.
  - c. to consider the following specific provisions, as specifically provided for in Section 14.07 of the Charter:
    - i. Consider the operation of the City government under the Charter and determine whether any Charter sections require revision. To this end, at least one public hearing shall be held and the Commission shall have the power to compel the attendance of any officer or employee of the City and to require the submission of any of the City records which it may deem necessary to the conduct of such hearing.
    - ii. Propose recommendations, if any, it deems desirable to ensure compliance with the Charter by the City government.



\_\_\_\_\_, 2012

iii. Propose amendments, if any, to the Charter to improve the effective application of the Charter to current conditions and operations.

iv. Report its finding and present its proposed amendments, if any, to the City Council.

d. to consider all other provisions of the Charter as the Charter Review Commission may determine is necessary.

4. to work as diligently as possible, with the understanding that pursuant to Section 14.07 of the Charter, the term of the Commission is set at six (6) months. However, this section also provides that Council may extend this term.

5. while acknowledging the six (6) month term, to have the goal of prepare-preparing recommendations in the form of amendments to the Charter for placement on the May 11, 2013, general election ballot.

56. to ensure placement on the May 11, 2013, ballot, the report of recommended amendments should be submitted to the City Council for ordinance preparation by the **February 12, 2013**, Council meeting.

**Council and Staff Support:** The Charter Review Commission may call on City Council members and members of City staff for advice and expertise as it desires. The City Attorney shall provide legal services to the Commission. The City will also provide secretarial assistance. Once appointed, the Commission will operate independently from Council direction and input.

**Subsequent Council Action:** Following the Charter Review Commission's submission of recommended Charter amendments to the City Council, Council will consider such amendments and will vote to consider which amendments or any others are placed on the ballot for consideration by the electorate. The deadline for placement on the May 11, 2013, election ballot is **March 12, 2013**.

**Members of the Charter Review Commission:** The City Council, at a meeting held on December 11, 2012, appointed the following seven persons to the Charter Review Commission:

_____	_____
_____	_____
_____	_____
_____	_____

You are so charged.

## **Agenda Item:**

6B. Appointments to the beautification advisory committee and designation of one city council member to serve as liason. (staff)

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

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**SUBJECT:** Appointments to the Kerrville Beautification Advisory Committee and designation of a member of the Kerrville City Council to serve as a liaison

**FOR AGENDA OF:** Dec. 11, 2012      **DATE SUBMITTED:** Dec. 4, 2012

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

**EXHIBITS:** None

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$	\$	\$	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OR FINANCE:**

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**SUMMARY STATEMENT**

On November 13, 2012, the City Council passed a resolution to create the Kerrville Beautification Advisory Committee (KBAC). The committee will be comprised of no more than 5 members residing within the Kerrville city limits serving staggered terms to be established. No term limits have been established for the KBAC.

Applicants to consider for appointment: Brandon Douglas, Sherry Egloff, Ella Kirby, William Morgan, and David Trittenbach.

City Council also needs to consider the designation of one of its members to serve as a liaison to the KBAC pursuant to its standing policies and practices for other city boards, committees, and commissions.

**RECOMMENDED ACTION**

Staff recommends appointing a minimum of 3 and no more than 5 members to the KBAC. Said appointment should also provide for a designation of those serving an initial term of 1 year and those serving an initial term of 2 years. Furthermore, city staff recommends that a member of the City Council be designated as a liaison to the KBAC for an initial period of 1 year.

## Agenda Item:

6C. Appointments to the food service advisory board. (staff)

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

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**SUBJECT:** Appointments to the Food Service Advisory Board

**FOR AGENDA OF:** December 11, 2012    **DATE SUBMITTED:** December 5, 2012

**SUBMITTED BY:** Brenda Craig  
City Secretary

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:** Board List

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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**SUMMARY STATEMENT**

Consider appointments to the following board:

**Food Service Advisory Board:** Four terms expired on December 1, 2012: Jacques Duhr, Melissa Southern, Robbie Crocker and Abel Vazquez.

**RECOMMENDED ACTION**

Consider appointments.

## FOOD SERVICE ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
DUHR, JACQUES Chair 129 Catalina Court	896-1294 (H)	12-09-08	01-11-11	12-01-12
SOUTHERN, MELISSA Vice-Chair 615 Schreiner	257-3877 (O) 257-1923 (H)	12-09-08	01-11-11	12-01-12
ARCHER, TYLER 240 Valley View	210-372-2812 (O) 257-7000 (H)	12-13-11		12-01-13
CROCKER, ROBBIE 1029 Bluebonnet Dr.	257-2433 (O) 257-5514 (H)	09-09-08	01-11-11	12-01-12
HUGHES, BRENDA 709 Galbraith Ave.	257-4540 (O) 370-3614 (H)	12-13-11		12-01-13
McCRACKEN, SUSAN 406 Ave. B	895-4655 (O) 377-9847 (H)	12-08-09	12-13-11	12-01-13
VAZQUEZ, ABEL 158 Valley View	257-0606 (O) 896-9899 (H)	01-11-11		12-01-12

**COUNCIL LIAISON:**  
STACIE KEEBLE 895-7725 (H)  
3533 La Cumbre Dr.

**CITY STAFF:**  
Danny Batts 258-1178 (O)  
Interim Dir. of Bldg. Svcs. 896-0517 (F)

**Qualifications:** Shall be composed of local certified food managers from the food service or food processing industry, any member of the local restaurant association who owns or conducts business in the city of Kerrville or any citizen of Kerr County qualified by training and/or experience to advise on the application of the food code.

**Powers and Duties:** To hear appeals and make recommendations to the health official for variances from provisions of the code; to provide assistance to the health official concerning interpretations of the code; to advise the city manager, at his request, regarding the suspension or revocation of food permits; and to consider and make recommendations to city council regarding any matters relating to the food service program.

**Term of Office:** Two Years; no member shall serve more than two consecutive terms.

Quorum: Four

Number of Members: Seven

Meeting Time & Place: Quarterly (Mar, Jun, Sep & Dec), Third Tuesday, 3:00 p.m., Council Chambers

Absences: Any member who misses three consecutive regular meetings shall thus cause his/her seat on the board to become vacant. The council shall then appoint a new member to fill the vacancy.

Established by: Ordinance 1989-30; amended by Ordinance 1994-11  
Code of Ordinances: Chapter 58 - Article II - Section 58-34

Revised: May 24, 2012