

AGENDA FOR SPECIAL MEETING

KERRVILLE CITY COUNCIL

TUESDAY, JULY 27, 2010, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JULY 13, 2010

On July 13, 2010, the Kerrville City Council meeting was called to order by Mayor Wampler at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Reverend Patty Edwards of the Unity Church of the Hill Country, followed by the Pledge of Allegiance led by Al Kardos, Military Officers Association of America.

MEMBERS PRESENT:

David Wampler	Mayor
R. Bruce Motheral	Mayor Pro Tem
Gene Allen	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

MEMBER ABSENT: None

STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Travis Cochrane	Director of Information Technology
Kevin Coleman	Director of Development Services
Mindy Wendele	Director of Business Programs
Charlie Hastings	Director of Public Works
Mike Erwin	Director of Finance
Tara LaMontia	Assistant to the City Manager
John Young	Police Chief
Robert Ojeda	Fire Chief
Kim Meismer	Director of General Operations

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

1. VISITORS/CITIZENS FORUM: The following persons spoke:

1A. Kate Roos, representing the Religious Society of Friends, thanked the council for continuing to seek information regarding the homeless veterans housing project.

1B. Meg Scott-Johnson, representing the League of Women Voters, thanked council for supporting the July 5 candidates forum and the proclamation supporting LWV.

1C. Mimi Schrumpf discussed several issues: recognized Lee Spaulding and Brent Bates for completing the downtown pavilion and encouraged the city to assist in finishing out the project with benches and trash cans; commended the city manager for making hard decisions, including cutting staff positions, to balance the FY11

budget; the city did not need a \$21 million convention center; city should begin a beautification program to clean up the city and provide trash cans and planters; city should paint the downtown parking garage and put signs on it so people would know it was available; there was still debris all over town three weeks after the storm, and the city could use volunteers to help remove debris from people's yards; people need to spend time in downtown; the city should spend money to support the positive things in the community first and then consider a convention center.

2. CONSENT AGENDA:

Ms. Keeble removed Item 2B from the consent agenda.

Mr. Motheral moved for approval of items 2A, 2C, and 2D; Mr. Gross seconded the motion and it passed 5-0:

2A. Approval of minutes of the regular meetings held on June 8 and June 22, 2010, and the special meeting held on June 21, 2010.

2C. A resolution approving interlocal agreement for the city's participation in the PACE purchasing cooperative.

2D. Resolution No. 019-2010 adopting amendments to the city of Kerrville investment policy regarding the investment of city funds in accordance with the Public Funds Investment Act.

END OF CONSENT AGENDA

2B. Authorize execution of a contract with GovDeals for internet-based auction services. Council discussed the cost of an internet-based auction service versus an on site auctioneer.

Mr. Erwin noted that using GovDeals would expose city surplus property to a greater number of potential buyers, and GovDeals would handle the items through closing and send the proceeds to the city. Mr. Parton noted staff would proceed with the contract only if it was the best option.

Ms. Keeble moved to authorize execution of the contract with GovDeals for internet-based auction services as presented; Mr. Allen seconded the motion and it passed 5-0.

3. PUBLIC HEARING AND ORDINANCE FIRST READING:

3A. Public hearing for an ordinance annexing an approximate 3.12 acre tract and an approximate 0.49 public right-of-way, which includes a portion of a paved roadway, both the tract and the right-of-way are out of the W.T. Crook Survey No. 71, Abstract No. 114, Kerr County; said area being approximately 3.61 acres and located adjacent to the corporate limits of the city of Kerrville, Texas, and being more particularly described as 327 Peterson Farm Road and the adjacent public right-of-way; describing the area to be annexed; adopting a service plan for the area annexed; and establishing the zoning for the area annexed. Mayor Wampler read the ordinance by title only.

Mr. Coleman noted the property owner had requested annexation; staff proposed annexing that section of Peterson Farm Road fronting the property. PZC and staff recommended annexing the property as single family residential zoning designation.

Mayor Wampler opened the public hearing at 6:22 p.m., and the following person spoke:

1. Robert Naman questioned what the cost of annexation would be to the city. Mr. Coleman noted the city would be responsible for maintenance of the 250 ft. right-of-way when needed in the future. The city would receive ad valorem tax on the property. The owner requested annexation in order to receive city water service. He noted the private well had been capped and a water line was available to the property.

No one else spoke and Mayor Wampler closed the public hearing at 6:25 p.m.

Mr. Motheral moved to approve the ordinance on first reading; Ms. Keeble seconded the motion and it passed 5-0.

4. ORDINANCES, SECOND AND FINAL READING:

4A. Ordinance No. 2010-11 amending Chapter 26 "Building and building regulations," Article II "Building codes", of the Code of Ordinances of the City of Kerrville, Texas, by amending Section 26-31 to delete Chapter 34 "Existing structures" from the 2006 Edition of the International Building Code; containing a cumulative clause; containing a savings and severability clause; providing for a penalty for violation of any provision hereof; ordering publication; providing for an effective date; and providing other matters related to the subject. Mayor Wampler read the ordinance by title only.

Mr. Coleman noted the issue had been tabled at the June 22 meeting. The ordinance presented had been amended to address council's concerns on June 22. With the adoption of the International Existing Building Code, Chapter 34 became redundant.

Council noted the proposed amendment would clarify that the repeal of Chapter 34 of the IBC and adoption of the IEBC would not result in the elimination of the intent of the requirements currently stated in Chapter 34.

Mr. Motheral moved to approve Ordinance No. 2010-11 on second and final reading; Mr. Gross seconded the motion and it passed 5-0.

4B. Ordinance No. 2010-12 amending Chapter 26 "building and building regulations," Article II "building codes" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Section 26-41 to adopt the 2006 Edition of the International Existing Building Code; adopting local amendments to said code; containing a cumulative clause; containing a savings and severability clause; providing for a penalty for violation of any provision hereof; ordering publication; providing for an effective date; and providing other matters related to the subject. Mayor Wampler read the ordinance by title only.

Mr. Coleman noted the proposed ordinance would adopt the 2006 International Existing Building Code and local amendments.

Mr. Gross moved to approve Ordinance No. 2010-12 on second and final reading; Mr. Motheral seconded the motion and it passed 5-0.

4C. Ordinance No. 2010-13 amending Ordinance No. 2005-17 which created a "planned development district" for personal services II (day care center only) for an approximate 2.06 acre tract of land out of the Samuel Wallace Survey Number 113, within the City of Kerrville, Kerr County, Texas, and more commonly known as 551 Meadowview Lane; said amendment to increase the authorized floor area of the buildings on the property and the maximum number of children to be accommodated. Mayor Wampler read the ordinance by title only.

Mr. Coleman noted the ordinance would increase the sq. footage of the building; there was no change to the ordinance since first reading; PZC and staff recommended approval of the ordinance.

Ms. Keeble moved to approve Ordinance No. 2010-13 on second and final reading; Mr. Allen seconded the motion and it passed 5-0.

4D. Ordinance No. 2010-14 amending the budget for the fiscal year 2010 economic improvement corporation to reallocate funding for approved projects concerning a commercial improvement program and the development of affordable housing. Mayor Wampler read the ordinance by title only.

Mr. Erwin noted EIC proposed to use \$100,000 from the contingency fund to fund a commercial improvement program to reimburse owners for improvements to commercial buildings or signs; and to fund engineering fees and infrastructure cost to the Hill Country Home Opportunity Council, Inc. for a development on Pinto Trail. There was no change to the ordinance since first reading.

The following person spoke:

1. Ruth Spradling challenged council to spend EIC funds on projects that would benefit the entire city and not just a few select property owners.

Mr. Gross moved to approve Ordinance No. 2010-14 on second and final reading; Ms. Keeble seconded the motion and it passed 5-0.

5. ORDINANCE, FIRST READING:

5A. An ordinance amending Chapter 26 "Buildings and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Article VIII "Building Board of Adjustment and Appeals", said board created with authority to consider appeals from the application of the city's standardized building codes and as a replacement for the city's various boards which previously had responsibility for such

issues; containing a cumulative clause; containing a savings and severability clause; establishing an effective date; and providing other matters related to the subject.
Mayor Wampler read the ordinance by title only.

Mr. Coleman noted the ordinance would create one building board of adjustment and appeals to replace four existing city boards, reducing the number of members from 28 to 7 members and 3 alternates. The board would meet quarterly and as needed, and existing board members would be invited to apply for positions on the new board.

Mr. Motheral moved to approve the ordinance on first reading; Mr. Allen seconded the motion and it passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Citizen request for an exception to the city codes 50-6(b)(16)(17) International Fire Code regarding the use of propane tanks where natural gas is available.

Charles Torti proposed to install a stand by, self-contained generator powered by propane from a 250 gallon tank buried on his property. He noted his home was all electric and natural gas was also available in his neighborhood but he was not interested in connecting to the central gas system. Mr. Torti desired to have a back up when electric service was down; he did not anticipate using the generator system often.

Fire Chief Ojeda stated Mr. Torti's request would require changing two amendments to the 2006 International Fire Code; there was no provision to allow for any exception or variance to these prohibitions:

- Section 3801.2 Permits. No person shall install or maintain any LP-Gas container without a permit. A permit shall not be granted in the event that natural gas is available as a fuel supply.
- Section 3801.4 Propane, Butane, LP-Gas. It shall be unlawful to use propane, butane, or other LP-Gas products in the city where natural gas is available. It shall be unlawful to install above-ground storage tanks, exceeding a capacity of 25 gallons, in any zoning district allowed for residential uses.

He noted the city council did not have legal authority to grant the requested exception or waiver to the fire code. The council's options to the request were: 1) amend the fire code to eliminate the prohibition; 2) modify the amendment to create specific standards by which an exception to the prohibition could be granted; 3) Leave the fire code and amendments intact. The amendments were adopted in 1979 as LP gas was recognized as being inherently unsafe, and the city wished to limit usage to locations that did not have access to natural gas. Natural gas distributed through a central system, as was already available to Mr. Torti's residence, was generally accepted as the safest manner to serve residential needs.

Mr. Torti stated he had not anticipated council having to make major changes to the law in order to accommodate his request.

No action was taken by the council.

6B. Resolution providing for the city's approval or disapproval of the Kerr Central Appraisal District's fiscal year 2011 budget.

Mr. Parton presented KCAD's FY11 budget and recommended approval, noting a \$1,200 reduction from the FY10 budget. If KCAD adopted the budget at their July 29 meeting, it would take effect unless 50% of the taxing entities vetoed the budget within 30 days, in which case KCAD would have to redo and resubmit a new budget.

The council noted that other entities were cutting employees, and KCAD's budget reflected a 2% overall salary increase with increases ranging from 0%-10%.

Mr. Motheral moved to request additional information on the KCAD FY11 budget with regard to salary increases; Mr. Gross seconded the motion and it passed 5-0.

6C. Negotiations with Hunter Equity regarding the construction of a multi-purpose meeting facility for the city of Kerrville.

Ms. Wendele noted two meetings had been held with Hunter Equity representatives and a process established. She recommended council consider points to be included in a formal letter agreement and select several sites to be reviewed in executive session.

Mr. Parton reaffirmed the city's financial constraints and limited participation; the city's goal was that the facility would not have a negative effect on ad valorem tax, but would require limited funding of hotel occupancy tax, sales tax, and tax incentive options. Existing facilities were not able to accommodate larger conventions, and such a facility would generate revenue for existing hotels.

The following persons spoke:

1. Robert Naman stated he was against a convention center noting: the city had greater needs; it had not been proven that there would not be any risk to the city taxpayer; the facility would not be self-sufficient and revenue generated would not cover maintenance and operations; council should examine things that could go wrong and prepare a plan to guarantee that city taxpayers would not be held responsible for any debt; the city had survived without a convention center in the past.
2. David Lipscomb noted several convention center studies predicted an economic benefit to the community, but there was no information regarding what additional groups would be interested in Kerrville above those that were already using the existing facilities. He reviewed Abilene, Texas convention center's schedule and noted only two events were held in June that were convention/tourism related. He asked council to investigate the market to prove that additional larger groups would come to Kerrville before obligating the city, and to consider the risk to the city if the convention center did not generate sufficient revenue to cover expenses.
3. Carolyn Lipscomb noted most conventions were held on weekends; existing local hotels were already full on weekends but had low occupancy during the week. A convention center would compete with groups already using the hotels on weekends.

4. Sudie Burditt, executive director of the convention and visitors bureau, noted that 263 conventions and groups had inquired about Kerrville in 2009 but could not be accommodated because their needs exceeded existing facilities. The targeted groups would have a maximum attendance of 750; Kerrville could only accommodate a maximum of 520 now for meeting space, but if dining space was required, that number dropped to 300 attendees. The fact that hotels were sold out on weekends was proof that additional facilities were needed. CVB would continue to market the existing groups, but with a convention center, CVB could also solicit larger professional and corporate groups that had larger per diems and met during the week. Several hoteliers had already expressed desire to upgrade and expand their existing facilities to meet the added demands of a convention facility.

5. Mimi Schrumpf encouraged more use of the Museum of Western Art and asked council to keep things in perspective with regard to Kerrville's population, venues, and uniqueness when trying to target conventions.

The council discussed the following issues:

- The type and size of groups that would be targeted and whether there would be sufficient business for the facility to generate revenue sufficient to cover expenditures.
- Concern for lack of details. Mr. Parton noted that information regarding contract negotiations and potential sites would be presented to council and discussed in detail during executive session.
- Council was in the process of investigation and due diligence; because financial information and negotiations were being discussed in executive session did not indicate that the process was flawed or being handled shoddily as rumored; rather the council was acting in good faith to represent the city taxpayers and investigating opportunities that would generate jobs and revenue to help shift the tax burden from ad valorem to commercial tax base.

6D. Kerrville-Kerr County Joint Airport Board to act as the Kerrville-Kerr County Joint Airport Zoning Board.

Fred Vogt, airport board vice president, requested approval for the JAB to act as the JAZB in order to protect the airport from incompatible land uses and height restrictions that could have detrimental effect on the future of the airport. Mr. Vogt noted that when the city and county accepted federal funding for the airport, federal law required local authorities to protect the airport. The airport master plan would also address height restrictions. The JAB's authority was advisory only; the JAB did not have authority to stop construction.

Mr. Hayes noted the city had zoning authority in the city, and the JAB had control over development at the airport; the issue was control over development outside the city. The city and county were required under federal law to protect the airport, particularly with regard to height restrictions. The 1992 airport zoning document gave regulatory authority to the JAB and required persons within areas of concern to acquire building permits from the city manager. The question was, when the airport board was recently

reconstituted did the new JAB have authority to continue to regulate zoning beyond the city limits. He noted the county had already acted on this matter.

Mr. Gross moved to accept the request as presented thereby allowing the Kerrville-Kerr County Joint Airport Board to also act as the Kerrville-Kerr County Joint Airport Zoning Board; the motion was seconded by Mr. Motheral and passed 5-0.

6E. Presentation of the FY11 Kerrville-Kerr County Joint Airport Board budget.
Bruce McKenzie, airport manager, presented the FY11 budget as approved by the airport board. He noted that as per the city/county interlocal agreement, Kerr County would be funding 100% of the maintenance and operations budget.

Mr. Vogt noted the county could reject the budget as adopted by the airport board, but the county had agreed to fund the entire maintenance and operation budget, and fund capital projects equally with the city. The budget for capital projects included: airport master plan, water main project, and the T-hangar construction project. He noted the FY11 budget was \$132,000 less than the FY10 budget.

Mr. Hayes noted this was the third year of the interlocal agreement as adopted by the city and county; as per that agreement county participation for library services decreased each year, and the city's participation in airport maintenance and operations decreased to zero in the third year, but the city would continue to provide equal funding for approved capital projects.

The council also discussed the following points:

- Questioned why the budget included additional funding for services that were included in the airport management contract, e.g. vehicle repairs, legal services, and engineering services. The request for proposals for the management contract included services to be provided; however, the airport board had awarded a contract that did not provide for those services stated in the rfp.

Mr. McKenzie and Mr. Vogt noted that legal services would not be provided through the county attorney's office and specialized engineering services would be necessary; therefore, funding for those items were included in the budget under special services.

- The airport board proposed to use a city/county building for airport and county services, thereby removing that building from possible lease and potential income to the airport operation. As 50% owner of that building, the council questioned how the use of the building would be accounted for in the budget, whether the airport board or the county would be leasing the building?

Mr. Vogt noted the building had been vacant for over three years and was not rentable in its current condition with regard to fire suppression and handicap accessibility issues.

- If the budget was rejected, then the airport budget for FY11 would revert to the amount in the FY10 budget.

Mr. Parton noted the FY11 airport budget included capital projects totaling \$700,000: \$50,000 for RAMP (Routine Airport Maintenance Program) grant; and \$650,000 for T-hangar construction; requiring contribution of \$350,000 from both the city and county. The city's FY11 budget did not include any allocation of funding to the airport for the T-hangar construction project.

Mr. Gross moved to accept the budget as presented; there was no second to the motion, and Mr. Gross withdrew the motion.

Mr. Gross moved to postpone action on the budget to the July 27 meeting to allow the airport board to address the concerns discussed. Mr. Motheral seconded the motion and it passed 5-0.

6F. Request from the Kerrville-Kerr County Joint Airport Board to leave surplus airport funds in the amount of approximately \$75,000 in the airport fund for use by the airport board for FY10-FY11 projects.

Bruce McKenzie, airport manager, noted a balance of \$150,000 from surplus funds from previous airport projects. The airport board requested the city's portion (\$75,000) remain in the airport fund for future projects, e.g. T-hangar project, new water line project, master plan update, and future RAMP (routine airport maintenance program) grants. He advised that the county agreed to leave their \$75,000 in the airport fund.

The council also discussed the following points:

- Questioned whether RAMP was considered maintenance and operation, to be paid 100% by the county, or capital project, to be shared equally by the city and county.
- The funds could be left in the airport fund with the stipulation that the funds be used as the city's match for the RAMP grant for the next three years.

Fred Vogt estimated the T-hangar project at \$700,000, which was not eligible for federal or state grants. He noted a waiting list of potential T-hangar lesers, which would move the airport toward self-sufficiency; also, rental of the T-hangars could cover the debt service payment for the project. Mr. Vogt also noted the local match for the RAMP grant would be \$50,000 (\$25,000 each city/county) per year for three years.

Mr. Hayes noted under state law, airport revenue could not be diverted to other uses; however, these funds were provided by the airport sponsors as reimbursement for airport projects, and in his opinion were not considered to be airport revenue.

Mr. Gross moved to leave the surplus \$75,000 in the airport fund but designated as the city's match to the RAMP grants for the next three years; Mr. Allen seconded the motion and it passed 5-0.

6G. Resolution No. 020-2010 requesting that the Texas Public Utility Commission (PUC) re-evaluate the functional viability and economic feasibility of the Competitive Renewable Energy Zones (CREZ) project and that the Texas Public Utility Commission postpone any action on this matter until a time that such interests are confirmed. Mr. Parton noted in recent conversations with State Representative Hilderbran, he indicated that the original analysis and evaluation of information used to initiate the CREZ project was ten years old and may not be valid as there had been significant changes in conditions and project reliability. The proposed resolution requested PUC not proceed with any CREZ related action until operational and economic viability had been re-evaluated and the necessity of the CREZ transmission line had been confirmed. A prehearing was scheduled in Austin on September 2 to review LCRA's application, and the city planned to be an intervener, along with the county and KPUB, in this process. He noted a special town hall meeting was scheduled for July 22, 2010, at 6:30 p.m. at the Kerr County Youth Exhibition Center, 3705 Hwy. 27 East to provide information to the community regarding to the LCRA CREZ project.

The council noted that the CREZ transmission line as proposed in Kerrville would be a severe detriment and cause irreparable economic damage to the community, and noted other alternatives were available.

The following persons spoke:

1. Barbara Hofmann, representing LCRA, reviewed the process that would take place once LCRA filed the CCN packet on July 28. Once notified, the city had 30 days, August 27, to file to be an intervener. She encouraged the city and affected property owners to stay involved in the process even if they were not on the preferred route, noting PUC did not always accept LCRA's route recommendation and it could change. On August 27 the judge will determine who will be accepted as interveners. September 1 would be the first prehearing conference in Austin for interveners to attend. PUC will have 120 days to review and make recommendations on routes.
2. Bill Perkison noted one of the CREZ routes affected landowners in Tierra Linda Ranches, and the study area had been expanded to include the I-10 corridor route. He requested the city join TLR to object to the route through their subdivision as well as the I-10 route. He noted one northern route would not traverse any populated area.

Mr. Motheral moved to adopt Resolution No. 020-2010 and instructed staff to send the resolution to the Public Utility Commission; Ms. Keeble seconded the motion and it passed 5-0.

6H. Application by the city for the expenditure of hotel occupancy tax funds (HOT) for way-finding signs in the amount of \$25,000.

Councilmember Gross noted a recent change in state law that allowed HOT funds to be used for way finding signs, and recommended council allocate \$25,000 from the funds set aside for the Arcadia Theatre renovation. The fund balance was currently \$500,000 and use of the funds would require amendment to Resolution No. 064-2005.

The council discussed the following points:

- Local signs did not "put heads in beds" as was the standard for use of HOT funds.
- There were more effective uses for HOT funds that would generate tourism to Kerrville.
- Several projects in flux now, e.g. library renovation, river trails, downtown revitalization, convention center, etc.; when these projects come to fruition way finding signs might be appropriate.
- Greater needs in the community and should focus on supporting existing advertising and promotional efforts.
- Maps were available at the CVB that depicted locations and directions to activities.

The following persons spoke:

1. Sudie Burditt, executive director of the convention and visitors bureau (CVB), noted 200,000 maps were distributed each year as well as several other guides to Kerrville that listed area attractions.
2. Bob Miller asked that council support activities that benefited all arts groups and not focus on individual groups.
3. Walker Croft encouraged funding to support the local arts groups.

No action was taken by council.

61. Authorize issuance of a request for proposal for a city-wide Voice Over Internet Provider (VOIP) telephone system.

Mr. Cochrane discussed the limitations and challenges of maintaining 13 individual telephone systems from 10-18 years old in 15 separate facilities. The cost to maintain the existing system was a minimum \$80,000 annually for 124 land-lines, \$5,000 for long distance service, and \$13,000 for 25 fax lines. He proposed replacing the existing system with a redundant VOIP system with 69 lines, 180 phones with voicemail, and centralized faxing at a cost of \$150,000. Leasing the system over a 5 year period at \$3,210 per month, would save the city an estimated \$34,000 a year in service cost. He recommended the council authorize staff to solicit proposals for a VOIP system.

The following persons spoke:

1. Walker Croft noted a VOIP system would be dependant on electric service; if electricity went down, was there a backup for emergency departments? Mr. Cochrane noted backup gas powered generator systems for emergency services would be put into service that would power VOIP; however, now when electric service went down, the current system would not function.
2. John Lipscomb questioned if the VOIP system was satellite based. Mr. Cochrane stated it was not; the infrastructure had several levels of redundancy and was very reliable.

Ms. Keeble moved to authorize staff to solicit requests for proposals for the VOIP telephone system; Mr. Allen seconded the motion and it passed 5-0.

6J. Receive update and provide direction to staff regarding the FY11 City of Kerrville budget. Mr. Erwin reviewed changes in the budget direction based on council's input at the June 21 meeting and noted the budget workshop on July 19 would discuss utility funds and hotel occupancy tax funds. The proposed FY11 budget would be presented to council on July 27.

7. INFORMATION AND DISCUSSION:

7A. Update on the Veterans Administration homeless veterans project.

Mr. Parton reported information received during conversations with VA representatives and the potential local developer regarding the project:

- Facility being built as a private facility under federal HUD tax program to provide transitional and long term housing for economically disadvantaged people.
- VA will provide the land only; there would not be any financial subsidy from the VA.
- First priority for housing will be to veterans; however, the facility would also be available to non veterans in order to fill remaining units. It was unknown what would happen if a veteran applied for housing and units were occupied by non veterans.
- Social services would be available to all residents; however the VA would provide their support services for all veteran residents.
- Rate structure would be established based on income.
- Residents would be screened for drug and alcohol dependency.
- Exact details were unknown until the proposals were presented.
- Facility was proposed to be part of the 2011 tax credit program.
- Construction would go through the city building and inspection process.
- A town hall meeting was being planned by VA representatives to provide more information to the community.

The following comments were made by city council:

- Requested a HUD representative be available to answer questions at the town hall meeting.
- The VA would not be active in the selection of tenants; selection would be at the discretion of the developer based on certain criteria.
- Having a local developer manage the facility was of benefit to the community; if an outside group managed the facility, the community would not have any input.
- The financing mechanism was a federal HUD tax credit program with a rate schedule based on income; it was not a facility available entirely to homeless veterans.
- The Hill Country Veterans Council had not taken a position on the facility; however, they were concerned that the facility would not be 100% veteran-occupied.
- During the last several months the city had been trying to protect the veterans by asking questions and were now receiving answers.

7B. Kerrville budget/economic update.

Mr. Erwin noted sales tax and hotel occupancy tax had decreased from June, and the water/sewer fund was behind 10% compared to FY09; staff identified projects and expenditures to be put on hold.

8. ITEMS FOR FUTURE AGENDAS: None.

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

9A. Mr. Allen announced his son, Reese Taylor, had just returned from Afghanistan, serving in the US Army.

10. EXECUTIVE SESSION:

Ms. Keeble moved for the city council to go into executive closed session under Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices) and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code; the motion was seconded by Mr. Allen and passed 5-0 to discuss the following matters:

Section 551.071:

- Contemplated litigation involving a claim against C&C Groundwater Services.

Section 551.071 and 551.072:

- Discuss the purchase, exchange, lease, sale or value of real property known as Adjudicated Water Right #18-2026A, the discussion of which would not be in the best interests of the city's bargaining position with third parties.

Sections 551.071, 551.072 and 551.087:

- Negotiations with Hunter Equity regarding the construction of a multi-purpose meeting facility for the city of Kerrville.
- Discuss the purchase, exchange, lease, sale, or value of real property, the public discussion of which would not be in the best interests of the city's bargaining position with third parties.

At 10:07 p.m. the regular meeting recessed and council went into executive closed session at 10:14 p.m. At 12:09 a.m.; the executive closed session recessed and council returned to open session at 12:10 a.m. The mayor announced that no action had been taken in executive session.

11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

• Purchase of Adjudicated Water Right #18-2026A:

Mr. Allen moved to authorize staff to proceed with the purchase of Adjudicated Water Right #18-2026A; Mr. Motheral seconded the motion and it passed 5-0.

- Sale of City Property, 715 Water Street: Mr. Gross moved to authorize the city manager to move forward with the potential sale of the 715 Water Street property; Ms. Keeble seconded the motion and it passed 5-0.

ADJOURNMENT. The meeting adjourned at 12:13 a.m. on July 14, 2010.

APPROVED: _____

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
OF SPECIAL MEETING

KERRVILLE, TEXAS
JULY 13, 2010

On July 13, 2010, the Kerrville City Council meeting was called to order by Mayor Wampler at 5:00 p.m. in the city hall council chambers, 800 Junction Highway.

MEMBERS PRESENT:

David Wampler	Mayor
R. Bruce Motheral	Mayor Pro Tem
Gene Allen	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

MEMBER ABSENT: None

STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Brenda G. Craig	City Secretary
Travis Cochrane	Director of Information Technology
Mike Erwin	Director of Finance

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

**2. HEAR REQUESTS FOR FUNDING FROM FY10 HOTEL/MOTEL OCCUPANCY
TAX RECEIPTS**

Mr. Erwin projected \$728,000 would be available for distribution from the FY11 HOT tax receipts, and reported 10 requests totaling \$884,519.41 had been submitted. Council will discuss HOT funding allocations at the budget workshops and contracts would be scheduled for action on the August 10 agenda.

Sudie Burditt, Convention and Visitors Bureau, estimated \$1.78 million in sales tax revenue generated by visitors in 2010.

The council reviewed applications and heard presentations from organizations:

Kerrville Convention & Visitors Bureau	\$650,000
Riverside Nature Center	11,500
Museum of Western Art	34,800
Kerr County Fair Association	2,500
Texas Folk Music Foundation	50,000
Symphony of the Hills Association	11,100
Texas Arts and Crafts Educational Foundation, Inc.	50,817.41
Playhouse 2000	18,252
Hill Country Arts Foundation	37,550
Kerr Arts and Cultural Center	18,000

ADJOURNMENT:

The meeting adjourned at 5:40 p.m.

APPROVED: _____

ATTEST: _____

David Wampler, Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
OF SPECIAL MEETING

KERRVILLE, TEXAS
JULY 19, 2010

On July 19, 2010, the Kerrville City Council meeting was called to order by Mayor Wampler at 9:00 a.m. in the city hall council chambers, 800 Junction Highway.

MEMBERS PRESENT:

David Wampler	Mayor
R. Bruce Motheral	Mayor Pro Tem
Gene Allen	Councilmember
Stacie Keeble	Councilmember

MEMBER ABSENT:

Scott Gross	Councilmember
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STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Mike Erwin	Director of Finance
Travis Cochrane	Director of Information Technology
Mindy Wendele	Director of Business Programs
Charlie Hastings	Director of Public Works
Robert Ojeda	Fire Chief
Sandra Yarbrough	Assistant Director of Finance
Sai Vongchampa	Budget Analyst
Tara LaMontia	Assistant to the City Manager
Mike Wellborn	Director of Engineering
Kevin Coleman	Director of Development Services
Susan Michelson	Municipal Court Clerk
Antonio Martinez	Director of Library Services
David Knight	Assistant Police Chief
David Vasquez	Solid Waste Manager
Stuart Barron	Water/Wastewater Utilities Manager
Malcolm Matthews	Director of Parks and Recreation
Scott McDonough	Manager of Golf and Tennis

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

DIRECTION TO CITY STAFF FOR PREPARATION OF THE CITY OF KERRVILLE
FY11 BUDGET:

Mr. Erwin noted the city's bond rating increased two steps.

Water and Sewer Fund and Solid Waste Potential Capital Projects:

Mr. Hastings discussed proposed FY11 projects:

-Complete the aquifer storage and recovery well (ASR) #3

- Drill the Methodist Encampment water well
- Rehabilitation of 12,000 feet of wastewater mains
- Construct the new Birkdale lift station and force main
- Complete the SCADA upgrades to all major utility sites
- Operation of the solid waste transfer station
- Expand the plastic recycling program
- Landfill operation permit modifications
- Flow equalization basin construction (construction in 2012)
- G Street water line design (construction in FY12)
- Jefferson lift station renovation (design in FY12/construction in FY13)
- Quinlan Basin (design in FY12/construction in FY13)
- Inflow and infiltration (FY11-13 design and construction)
- The city of Ingram sewer line was on line and would continue to expand in FY11. Several property owners along the line expressed desire to tie on to the city's system; however, the line serving that area was at capacity because of reserve flow for Ingram.

Mr. Erwin noted the FY11 budget anticipated a 5.6% increase in solid waste rates, still less than FY09 rates.

Mr. Erwin projected year end revenue at \$9,047,920, down from the original budget of \$9,606,000, due to a rainy year.

Mr. Erwin noted the increase in rates in FY10 was due to increased debt service payments.

Mr. Motheral discussed the benefits of moving toward a gravity flow sewer system and eliminating lift stations.

Hotel Occupancy Tax Funding:

Mr. Erwin projected \$850,000 revenue, with \$728,000 (6%) available for distribution, and \$122,000 (1%) designated for Arcadia Theatre or a downtown project. Ten requests totaling \$884,519.41 had been submitted. The Arcadia fund balance was about \$600,000. HOT contracts would be scheduled for council action on August 10.

With regard to the 1% HOT revenue dedicated to the Arcadia; the resolution had been amended to allow the funds to be used on a project in downtown that met the legal use of HOT funds, for example, convention center. Mr. Parton noted the council would have to amend a prior resolution in order to redirect this 1% HOT revenue. He recommended leaving the Arcadia fund balance in tact as the new owner had not yet begun renovations as required under the contract.

Proposed Social Service Funding:

Mr. Erwin noted the budget contained: \$15,000 for Dietert Center; \$5,000 to K-Star; and \$5,000 to Hill Country Crisis Council. K-Star and HCCC provided services to the police department. Ms. Ondrias noted the Dietert Center provided meals on wheels to the community. These items were at the same funding level as FY10 and funded in the general fund.

Special Events in FY2011:

Mr. Erwin noted \$12,000 budgeted in the general fund for the 4th of July fireworks.

Mr. Parton noted indirect benefits to the public, participants, and businesses; however, there were also indirect staffing costs associated with hosting the event in the park; he estimated the full cost to the city for the event was \$30-35,000.

Council discussed seeking a civic organization(s) to fund the fireworks. Mr. Parton also suggested seeking corporate sponsors and phasing out city funding.

ADJOURNMENT:

The meeting adjourned at 9:59 a.m.

APPROVED: _____

ATTEST:

David Wampler, Mayor

Brenda G. Craig, City Secretary

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

SUBJECT: Award a contract to Gulbrandson Technologies, Inc. for the purchase of Liquid Aluminum Chlorohydrate at a unit price of \$3.89 per gallon.

FOR AGENDA OF: 7/27/2010

DATE SUBMITTED: 7/16/2010

SUBMITTED BY: Stuart Barron *SB*

CLEARANCES: Charlie Hastings *CH*
Water/Wastewater Manager Director of Public Works

EXHIBITS: Bid Log, Contract Documents

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number
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APPROVED FOR SUBMITTAL BY DIRECTOR OF Finance:

SUMMARY STATEMENT

The Kerrville Water Production Facility uses chemicals to assist in the treatment of drinking water. One of these chemicals is liquid aluminum chlorohydrate. It acts as a coagulant, causing the suspended solids in river water to settle out.

In an effort to best utilize appropriated funds, the Water Production Division has requested bids for this chemical for a period of one year with the City's option to extend for an additional three year term. The lowest qualified bidder for liquid aluminum chlorohydrate was Gulbrandson Technologies, Inc. at a unit price of \$3.89 / gallon delivered to the City of Kerrville Water Production Facility. It is estimated that the Water Production Division will use 20,000 gallons of liquid aluminum chlorohydrate per year.

RECOMMENDED ACTION

The Director of Public Works recommends that council authorize the city manager to execute a contract with Gulbrandson Technologies, Inc. at a unit price of \$3.89 / gallon.

**CITY OF KERRVILLE
GENERAL TERMS AND CONDITIONS
FOR
CHEMICAL, LIQUID ALUMINUM CHLOROHYDRATE**

APPROXIMATE ANNUAL USAGE: 20,000 US Gallons
(385 gallons per week)

CHEMICAL FORMULA: $\text{Al}_n(\text{OH})_m\text{Cl}_{3n-m}$

PRODUCT USE: Coagulant/Flocculant

COMPOSITION: Aluminum Chlorohydrate<50%
Water Balance

1.0 TERM OF AWARD:

1.1 The term of award shall be for a twelve (12) month period beginning on September 1, 2010. During this period, purchase orders will be issued by the City of Kerrville, Texas (City) for items as needed. Should any conflict occur between the terms and conditions as specified herein and said purchase orders, the terms and conditions as specified herein shall govern. The City requires that the price awarded be honored on all purchases.

1.2 This Contract may be renewed with 30-days written notice to the supplier, prior to the expiration of the initial term, or option period, subject to written agreement from the City and the Supplier for three (3) additional twelve (12) month periods.

1.3 The City does not guarantee to purchase any specific quantity of any item; rather, the quantities may vary depending upon the actual need. Supplier shall remain obligated to the City under all clauses of this award that expressly or by their nature extend beyond and survive the expiration or termination of the award, including but not limited to warranties and indemnity provisions hereof.

2.0 SUPPLIER'S DUTY TO PAY:

Supplier shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this award. Supplier agrees to protect, defend, and indemnify the City from any claims or liability arising out of Supplier's failure to make such payments.

3.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

4.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

5.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

5.1 Wherever in the specifications any materials or processes are indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.

5.2 The burden of proof shall rest with the Supplier, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified.

6.0 INVENTORY AND WAREHOUSE FACILITIES:

The Supplier shall maintain sufficient inventory to fulfill normal City requirements.

7.0 DELIVERIES AGAINST CITY PURCHASE ORDERS:

7.1 The City will issue purchase orders for quantities of LIQUID ALUMINUM CHLOROHYDRATE to be delivered on an as needed basis.

7.2 The Supplier agrees to make deliveries only after receipt of duly signed and approved purchase orders issued by the City, and only after ordered by an authorized representative of the City.

7.3 Normal delivery shall be within ten (10) days after receipt of order but, if the need exists, delivery shall be made within twenty-four (24) hours if requested.

7.4 LIQUID ALUMINUM CHLOROHYDRATE shall be delivered to 1000 Thompson Drive, Kerrville, Texas by standard transport truck, as requested by the City's Water Production Facility management representative.

7.5 Suppliers must be capable of furnishing LIQUID ALUMINUM CHLOROHYDRATE within the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and Supplier must further be able to make provisions for emergency deliveries on weekends and evenings.

7.6 A City representative will contact the Supplier for delivery

7.7 LIQUID ALUMINUM CHLOROHYDRATE shall be delivered by standard transport truck with rear offloading capability, and Supplier's delivering carrier shall be compatible with the existing ALUMINUM CHLOROHYDRATE system at the City facility.

8.0 NON-DELIVERY FAILURE:

The Supplier agrees that if, for any reason, at any time, Supplier shall be unable to deliver in quantities and/or quality ordered by the City under these specifications, and if the Supplier, after having been awarded the Contract and having been notified to make a shipment, shall have failed to deliver such a shipment after notification, then the City shall be authorized to purchase such material wherever available, and the Supplier agrees to pay the City the amount paid by it, over and above the bid price.

9.0 ANSI/NSF APPROVAL:

ALL SUPPLIERS SHALL SUPPLY CURRENT ANSI/NSF STANDARD 61 CERTIFICATION OF COMPLIANCE FOR DIRECT ADDITIVES. THIS CERTIFICATION SHALL BE BY AN AGENCY RECOGNIZED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND MUST BE SUBMITTED WITH THE BID. THE ANSI/NSF CERTIFICATION SHALL BE SUPPLIED FOR EACH POINT OF MANUFACTURE OF THE LIQUID ALUMINUM CHLOROHYDRATE TO BE SUPPLIED.

10.0 LIQUIDATED DAMAGES:

All prospective suppliers are hereby notified that time is of the essence in deliveries under this Contract and that late delivery will cause damage to the City. Such late delivery shall be subject to liquidated damages of one percent per day of the total dollar amount of the subject quantity specific purchase order, or quantity of materials requested for delivery on one order. Liquidated damages shall apply for all days past the specified days for delivery after receipt of quantity specific purchase order, or date of requested delivery under a blanket purchase order.

11.0 MATERIAL SAFETY DATA SHEETS (MSDS):

Supplier shall submit two (2) complete, most current copies of the required Material Safety Data Sheets which shall conform to the format in ANSI Z400.1, manufacturer's safety data sheets, or such other sheet which contain the same information as the ANSI Z400.1 for each product bid. Supplier promises to deliver said forms within seven (7) days of receipt of notice from the City. A Material Safety Data Sheet shall accompany each shipment. Material Safety Data Sheets shall conform to the format in ANSI A400.1. Each sheet submitted should be identified by the Supplier's complete company name

12.0 CONTAMINATED MATERIALS:

Each Supplier shall be required to identify their source of supply. No material will be accepted from a hazardous or toxic waste site, regardless of whether the site has been identified by either a Local, State or Federal Agency. No contaminated, toxic, hazardous waste products or heavy metal product shall be contained in these deliveries. If any material, supplied to the City under this Contract, is found to be contaminated or contain heavy metal products, it will be the responsibility of the Supplier to remove and replace the contaminated product at their expense and at no cost to the City. The City has the option to contract the removal of any contaminated material and charge back the Supplier any and all costs involved.

13.0 SPILLS OR LEAKS

13.1 Supplier shall include an emergency spill response plan with the appropriate emergency response personnel names and twenty-four (24) hour telephone numbers within ten (10) days of bid award.

13.2 Supplier shall comply with all State and Federal Rules and Regulations regarding Supplier caused spills or releases.

13.3 In the event of a spill or leak, Supplier shall supply the necessary personnel to respond to such an event and to manage and oversee after-event cleanup efforts.

14.0 AMENDMENTS:

Any changes to the terms of this Contract shall be in writing and agreed upon by the City and Supplier.

15.0 FORCE MAJEURE:

15.1 Timely performance by both parties is essential to the Contract. However, neither party is liable for delays or other failures to perform its obligations under this Contract to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority. In case of emergencies, the Supplier will provide the City emergency contact information.

15.2 This relief is not applicable unless the affected party does the following:

- A. Uses due diligence to remove the Force Majeure as quickly as possible; and
- B. Provides the other party with prompt written notice of the cause and its anticipated effect.

15.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Contract by the City.

15.4 If the Force Majeure continues for more than 30 days, the City may terminate this Contract by giving 30 days' written notice to Supplier. This termination is not a default or breach of this Contract. SUPPLIER WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE CONTRACT AT THE TIME OF THE TERMINATION.

16.0 RELEASE:

SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S CONCURRENT NEGLIGENCE.

17.0 INDEMNIFICATION:

17.1 SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) SUPPLIER'S AND/OR ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUPPLIERS, OR SUBCONTRACTORS (COLLECTIVELY "SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

18.0 INSURANCE:

18.1 If performance of this award requires Supplier to provide labor in addition to supplies, labor and materials, the Supplier shall have and maintain in effect insurance

coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the award. The City shall be named as an additional insured on all such policies except Worker's Compensation.

18.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least \$1,000,000.00 Combined Single Limit for EACH AUTO USED IN PERFORMANCE OF THIS AWARD MUST BE COVERED IN THE LIMITS SPECIFIED.

18.3 Worker's Compensation shall be in statutory amount.

18.4 All insurance policies required by this award shall require on their face or by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled. Within such thirty (30) day period Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

19.0 SUCCESSORS AND ASSIGNMENTS:

Supplier may not assign this award or dispose of substantially all of its assets without the written consent of the City. Supplier's failure to obtain such consent shall be an event of default, authorizing the Purchasing Agent to terminate this award according to its terms.

20.0 TERMINATION OF AWARD:

20.1 By the City for Convenience:

The City Purchasing Agent may terminate this award at any time upon 30-calendar days notice in writing to the Supplier. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the award and shall proceed to cancel promptly all existing orders and awards insofar as such orders and awards are chargeable to this award. As soon as practicable after the receipt of notice of termination, the Supplier shall submit a statement to the City showing in detail the services performed or items delivered under this award to date of termination. The City agrees to compensate the Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered and not previously paid.

20.2 By the City for Default by Supplier:

20.2.1 In the event that the materials and/or services furnished by the Supplier do not conform to the standard set forth herein, or if the deliveries and servicing of this award do

not conform to the requirements detailed herein, the City through a written notice from the Purchasing Agent to the Supplier describing such default may as its options:

- (a) Terminate the award for default and the City shall have no further obligation.
- (b) Allow the Supplier to cure default within a reasonable time as specified in the notice.

The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance as of such date and have no further obligation under the award.

20.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Supplier shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Supplier and that which the City was forced to pay for covering Supplier's failure to deliver or perform services.

20.3 By the Supplier for Default by City:

20.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of the award required to be performed or observed by the City, and the Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Supplier to constitute default on the part of the City.

20.3.2 Upon receipt of such notice in writing from the Supplier, however, the City shall have 30 calendar days to cure such default. The Supplier, at its sole option, may extend the proposed date of termination to a later date.

20.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Supplier may terminate its performance as of such date.

CHEMICAL AND PHYSICAL PROPERTIES:

	Minimum	Maximum	Typical
*Al _n (OH)mCl _{3n-m}	47%	52%	50%
*Specific Gravity	1.13	1.45	1.34
pH (1% solution, wt/wt)	2.3	2.7	2.5
Density	-	-	11.15 lb/gallon

BID PRICE PER GALLON _____

If Bid By a Corporation:

Attest: _____ By: _____
SIGNED THIS _____ DAY OF _____, 2010.

Attest: _____ By: _____
Secretary _____ Supplier _____
SIGNED THIS _____ DAY OF _____, 2010.

SIGNED THIS _____ DAY OF _____, 2010.

CITY, City of Kerrville, Texas BIDDER, _____

Jeffrey Todd Parton, City Manager By: _____
By: _____
Print name/title _____

Business Address _____

Telephone _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

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

SUBJECT: Award a contract to Acetylene Oxygen Company for the purchase of chlorine gas at a unit price of \$558.00 per one ton cylinder and \$94.50 per 150 pound cylinder.

FOR AGENDA OF: 7/27/2010

DATE SUBMITTED: 7/16/2010

SUBMITTED BY: Stuart Barron *SB*
Water/Wastewater Manager

CLEARANCES: Charlie Hastings *CH*
Director of Public Works

EXHIBITS: Bid Log, Contract Documents

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number
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APPROVED FOR SUBMITTAL BY DIRECTOR OF Finance:

SUMMARY STATEMENT

The Kerrville Water Production Division uses chemicals to assist in the treatment of potable water. One of these chemicals is chlorine gas which is used to disinfect the potable/drinking water. At the surface water plant one ton cylinders are used and at the well and tank sites 150 pound cylinders of chlorine gas are used.

In an effort to best utilize appropriated funds, the Water Production Division has requested bids for this chemical for a period of one year with the City's option to extend for an additional three year term. The lowest qualified bidder for chlorine gas was Acetylene Oxygen Company at a unit price of \$558.00 / one ton cylinder and \$94.50 / 150 pound cylinder. It is estimated that 73,000 pounds of chlorine in one ton cylinders and 9,000 pounds in 150 pound cylinders will be used per year.

RECOMMENDED ACTION

The Director of Public Works recommends that council authorize the city manager to execute a contract with Acetylene Oxygen Company at a unit price of \$558.00 / one ton cylinder and \$94.50 / 150 pound cylinder.

**CITY OF KERRVILLE
GENERAL TERMS AND CONDITIONS
FOR
CHEMICAL, CHLORINE GAS**

APPROXIMATE ANNUAL USAGE: 82,000 lbs

CHEMICAL FORMULA: Cl₂

DESCRIPTION: Chlorine gas in 100% form

APPLICATION: Disinfection of Treated Drinking Water

1.0 TERM OF AWARD:

1.1 The term of award shall be for a twelve (12) month period beginning on September 1, 2010. During this period, purchase orders will be issued by the City of Kerrville, Texas (City) for items as needed. Should any conflict occur between the terms and conditions as specified herein and said purchase orders, the terms and conditions as specified herein shall govern. The City requires that the price awarded be honored on all purchases.

1.2 This Contract may be renewed with 30-days written notice to the supplier, prior to the expiration of the initial term, or option period, subject to written agreement from the City and the Supplier for three (3) additional twelve (12) month periods.

1.3 The City does not guarantee to purchase any specific quantity of any item; rather, the quantities may vary depending upon the actual need. Supplier shall remain obligated to the City under all clauses of this award that expressly or by their nature extend beyond and survive the expiration or termination of the award, including but not limited to warranties and indemnity provisions hereof.

2.0 SUPPLIER'S DUTY TO PAY:

Supplier shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this award. Supplier agrees to protect, defend, and indemnify the City from any claims or liability arising out of Supplier's failure to make such payments.

3.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

4.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

5.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

5.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.

5.2 The burden of proof shall rest with the Supplier, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified.

6.0 INVENTORY AND WAREHOUSE FACILITIES:

The Supplier shall maintain sufficient inventory to fulfill normal City requirements.

7.0 DELIVERIES AGAINST CITY PURCHASE ORDERS:

7.1 The City will issue purchase orders for quantities of CHLORINE GAS to be delivered on an as needed basis.

7.2 The Supplier agrees to make deliveries only after receipt of duly signed and approved purchase orders issued by the City, and only after ordered by an authorized representative of the City.

7.3 Normal delivery shall be within ten (10) days after receipt of order, but, if the need exists, delivery shall be made within twenty-four (24) hours if requested for the one (1) ton containers and 150 pound cylinders.

7.4 CHLORINE GAS shall be delivered to various City locations by standard transport truck for both 1 ton chlorine cylinders and 150 pound cylinders, as requested by the City's Water Production Facility management representative.

7.5 Suppliers must be capable of furnishing at least two (2) truck loads of cylinders within the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and Supplier must further be able to make provisions for emergency deliveries on weekends and evenings.

7.6 A City representative will contact the Supplier for delivery

7.7 Cylinders shall be delivered by standard transport truck as follows and Supplier's delivering carrier shall be compatible with the chlorine cylinder hoist at the City facility.

A. The requirements of the City necessitate a minimum of two one (1) ton cylinders per ordered delivered.

B. At the end of the Contract period, or as such time as the Contract might be terminated, the Supplier shall pick up the cylinders in a timely manner as the new cylinders are "phased in", so as not to disrupt production at the facilities.

8.0 NON-DELIVERY FAILURE:

The Supplier agrees that if, for any reason, at any time, Supplier shall be unable to deliver in quantities and/or quality ordered by the City under these specifications, and if the Supplier, after having been awarded the Contract and having been notified to make a shipment, shall have failed to deliver such a shipment after notification, then the City shall be authorized to purchase such material wherever available, and the Supplier agrees to pay the City the amount paid by it, over and above the bid price.

9.0 ANSI/NSF APPROVAL:

ALL SUPPLIERS SHALL SUPPLY CURRENT ANSI/NSF STANDARD 61 CERTIFICATION OF COMPLIANCE FOR DIRECT ADDITIVES. THIS CERTIFICATION SHALL BE BY AN AGENCY RECOGNIZED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND MUST BE SUBMITTED WITH THE BID. THE ANSI/NSF CERTIFICATION SHALL BE SUPPLIED FOR EACH POINT OF MANUFACTURE OF THE CHLORINE TO BE SUPPLIED.

10.0 LIQUIDATED DAMAGES:

All prospective suppliers are hereby notified that time is of the essence in deliveries under this Contract and that late delivery will cause damage to the City. Such late delivery shall be subject to liquidated damages of one percent per day of the total dollar amount of the subject quantity specific purchase order, or quantity of materials requested for delivery on one order. Liquidated damages shall apply for all days past the specified days for delivery after receipt of quantity specific purchase order, or date of requested delivery under a blanket purchase order.

11.0 MATERIAL SAFETY DATA SHEETS (MSDS):

Supplier shall submit two (2) complete, most current copies of the required Material Safety Data Sheets which shall conform to the format in ANSI Z400.1, manufacturer's safety data sheets, or such other sheet which contain the same information as the ANSI Z400.1 for each product bid. Supplier promises to deliver said forms within seven (7) days of receipt of notice from the City. A Material Safety Data Sheet shall accompany

each shipment. Material Safety Data Sheets shall conform to the format in ANSI A400.1. Each sheet submitted should be identified by the Supplier's complete company name

12.0 CONTAMINATED MATERIALS:

Each Supplier shall be required to identify their source of supply. No material will be accepted from a hazardous or toxic waste site, regardless of whether the site has been identified by either a Local, State or Federal Agency. No contaminated, toxic, hazardous waste products or heavy metal product shall be contained in these deliveries. If any material, supplied to the City under this Contract, is found to be contaminated or contain heavy metal products, it will be the responsibility of the Supplier to remove and replace the contaminated product at their expense and at no cost to the City. The City has the option to contract the removal of any contaminated material and charge back the Supplier any and all costs involved.

13.0 SPILLS OR LEAKS

13.1 Supplier shall include an emergency spill response plan with the appropriate emergency response personnel names and twenty-four (24) hour telephone numbers within ten (10) days of bid award.

13.2 Supplier shall comply with all State and Federal Rules and Regulations regarding Supplier caused spills or releases.

13.3 In the event of a spill or leak, Supplier shall supply the necessary personnel to respond to such an event and to manage and oversee after-event cleanup efforts.

14.0 AMENDMENTS:

Any changes to the terms of this Contract shall be in writing and agreed upon by the City and Supplier.

15.0 FORCE MAJEURE:

15.1 Timely performance by both parties is essential to the Contract. However, neither party is liable for delays or other failures to perform its obligations under this Contract to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority. In case of emergencies, the Supplier will provide the City emergency contact information.

15.2 This relief is not applicable unless the affected party does the following:

A. Uses due diligence to remove the Force Majeure as quickly as possible; and

B. Provides the other party with prompt written notice of the cause and its anticipated effect.

15.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Contract by the City.

15.4 If the Force Majeure continues for more than 30 days, the City may terminate this Contract by giving 30 days' written notice to Supplier. This termination is not a default or breach of this Contract. **SUPPLIER WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE CONTRACT AT THE TIME OF THE TERMINATION.**

16.0 RELEASE:

SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S CONCURRENT NEGLIGENCE.

17.0 INDEMNIFICATION:

17.1 SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) SUPPLIER'S AND/OR ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUPPLIERS, OR SUBCONTRACTORS (COLLECTIVELY "SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

18.0 INSURANCE:

18.1 If performance of this award requires Supplier to provide labor in addition to supplies, labor and materials, the Supplier shall have and maintain in effect insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the award. The City shall be named as an additional insured on all such policies except Worker's Compensation.

18.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least \$1,000,000.00 Combined Single Limit for EACH AUTO USED IN PERFORMANCE OF THIS AWARD MUST BE COVERED IN THE LIMITS SPECIFIED.

18.3 Worker's Compensation shall be in statutory amount.

18.4 All insurance policies required by this award shall require on their face or by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled. Within such thirty (30) day period Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

19.0 SUCCESSORS AND ASSIGNMENTS:

Supplier may not assign this award or dispose of substantially all of its assets without the written consent of the City. Supplier's failure to obtain such consent shall be an event of default, authorizing the Purchasing Agent to terminate this award according to its terms.

20.0 TERMINATION OF AWARD:

20.1 By the City for Convenience:

The City Purchasing Agent may terminate this award at any time upon 30-calendar days notice in writing to the Supplier. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the award and shall proceed to cancel promptly all existing orders and awards insofar as such orders and awards are chargeable to this award. As soon as practicable after the receipt of notice of termination, the Supplier shall submit a statement to the City showing in detail the services performed or items delivered under this award to date of termination. The City agrees to compensate the Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered and not previously paid.

20.2 By the City for Default by Supplier:

20.2.1 In the event that the materials and/or services furnished by the Supplier do not conform to the standard set forth herein, or if the deliveries and servicing of this award do not conform to the requirements detailed herein, the City through a written notice from the Purchasing Agent to the Supplier describing such default may as its options:

- (a) Terminate the award for default and the City shall have no further obligation.
- (b) Allow the Supplier to cure default within a reasonable time as specified in the notice.

The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance as of such date and have no further obligation under the award.

20.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Supplier shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Supplier and that which the City was forced to pay for covering Supplier's failure to deliver or perform services.

20.3 By the Supplier for Default by City:

20.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of the award required to be performed or observed by the City, and the Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Supplier to constitute default on the part of the City.

20.3.2 Upon receipt of such notice in writing from the Supplier, however, the City shall have 30 calendar days to cure such default. The Supplier, at its sole option, may extend the proposed date of termination to a later date.

20.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Supplier may terminate its performance as of such date.

PRICE PER POUND PER 1 TON CYLINDER _____

PRICE PER POUND PER 150 LB CYLINDER _____

If Bid By a Corporation:

Attest: _____ By: _____
SIGNED THIS _____ DAY OF _____, 2010.

Attest: _____ By: _____
Secretary _____ Supplier _____
SIGNED THIS _____ DAY OF _____, 2010.

SIGNED THIS _____ DAY OF _____, 2010.

CITY, City of Kerrville, Texas BIDDER, _____

Jeffrey Todd Parton, City Manager By: _____
By: _____
Print name/title _____

Business Address _____

Telephone _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

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

SUBJECT: Council authorization for the City Manager to execute a contract with Alsay Incorporated in the amount of \$31,394 plus a 10% contingency for rehabilitation of the Louise Hays Park Well.

FOR AGENDA OF: 07/27/10

DATE SUBMITTED: 07/16/10

SUBMITTED BY: Stuart Barron *SB*
Water/Wastewater Manager

CLEARANCES: Charlie Hastings *CH*
Public Works Director

EXHIBITS: Contract Documents

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$30,000	\$30,000	\$30,000	02-882-410
\$ 4,533	\$76,937	\$150,000	02-882-210

PAYMENT TO BE MADE TO: Alsay Incorporated
3359 S.E. Loop 410
San Antonio, TX 78222
(210) 628-1505

REVIEWED BY THE FINANCE DIRECTOR: *JME*

SUMMARY STATEMENT

The Louise Hays Park Well has recently undergone various maintenance and rehabilitation to clean the well out and determine the cause of the pump burning up. Because of its age and open-hole finished design, the original production of the well has declined making it necessary to perform a pump test to determine the correct pump size and flow rates.

On June 21, 2010 sealed bids for the Louise Hays Well Pump Test were opened. Bid items included:

- 36 hour pump test. Bid in hourly increments so the City can stop the pumping if the water level in the well stabilizes in less than 36 hours.
- Bidder shall pump and monitor the well at approximately 350 GPM. The pumped volume and draw down date shall be compiled and graphed in a manner capable of extrapolating the draw down and the pumping ability of the well, up to 600 GPM.

- Bidder shall submit in writing the recommended production capacity of the well and identify a pump that would comply with the recommendations and pump against 650 feet total dynamic head.
- Bidder shall include a work timeline schedule.

Additive Alternate 1

The City may elect to leave the "test pump" in the well as the primary well pump.

- Cost associated with connecting control wires and power wire to the well pump (if not already complete).
- Cost associated with pumping the well into the distribution system.
- Cost to sell the pump to the City.

Additive Alternate 2

The City may elect to have the existing 6 inch steel discharge piping replaced with Boreline Flexible Drop Pipe.

- Cost for 535 feet of 6 inch Boreline Flexible Drop Pipe and associated fittings.
Contact information; Tanner Tryon, 8260 E Raintree Drive, Scottsdale AZ 85260, (480)607-1507, www.allhoses.com

The City received the following bids:

City of Kerrville				
Well Pump Test				
Bid Opening				
June 21, 2010 at 3:00 pm				
Bidder	Pump Test/Hourly	Total Base Bid	Alternate 1	Alternate 2
1. Alsay Inc.	\$200	\$18,700	\$12,694	No Bid
2. *C&C Groundwater Services	\$450	\$16,200	\$7,500	\$38,928
3. Water Well Services	\$195	\$20,515	No Bid	No Bid

*Due to ongoing issues related to ASR III, C&C Groundwater has been disqualified from bidding on this project.

RECOMMENDED ACTION

The Public Works Director recommends that council authorize the City Manager to execute a contract with Alsay Incorporated for \$31,394 (Base Bid and Alternative 1) to perform the pump test at the Louise Hays Park Well, install a new pump and return the well into production. A 10% contingency should also be approved for a total project expenditure of \$34,533.



AL SAY
INCORPORATED

GROUNDWATER EXPLORATION & DEVELOPMENT

REPLY TO: 3359 S.E. LOOP 410
SAN ANTONIO, TEXAS 78222
PHONE: 210-628-1090
FAX: 210-628-1505

June 15, 2010

City of Kerrville
800 Junction Hwy
Kerrville, TX. 78028

Attn: City Engineer

Re: Test Pumping of the Louise Hays Park Water Well

Gentlemen,

We appreciate the opportunity to provide the City with the attached bid, however, we have some clarifications on our proposal for your consideration.

We can provide the services requested with the exception of Additive Alternate No.1 and Additive Alternate No.2. Concerning AA No.1, the chances of someone having a pump that fits this application and could be left in the well is very slim. We have several test pumps that we can use on this project however, the conditions are not as specified (350 GPM @ 650 TDH). We will be utilizing throttling valves to control the flow to the desired test pump rate. At completion of the test we will provide recommendations for the permanent application. Concerning AA No.2, we would not recommend this product for the horsepower required to operate the permanent pump. The City is looking at approximately 75-100 HP and we feel that the torque of the motor on start-up could present problems with the submersible cable connection at the motor.

Again, we appreciate the opportunity and if you would like to discuss our proposal please give me a call.

Sincerely

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

Steve Bell
General Manager

City of Kerrville
Bid Specifications for
Louise Hays Park Well Pump Test

The City of Kerrville is seeking bids to perform a groundwater well pump test. The well to be tested is located next to the Highway 16 Bridge in Louise Hays Park.

The well is cased with 12 inch steel casing down to 535 feet depth. The casing has recently been brushed and the well was jetted out to 570 feet. The original well depth was drilled 600 feet, but 20 feet of hardware was found in the hole during the recent jetting, and was left covered with 10 feet of sand. The production zone was left with an open hole completion, which gives a static water level of approximately 222 feet. The original pump was set at 500 feet and was able to pump 600 gallons per minutes (GPM). There is sufficient 6 inch discharge piping in-site to perform the pump test. The well has lost some capacity, and thus a new pump is needed. Bid items should include:

- Contractor shall bid the successful completion of a 36 hour pump test. This item should bid in hourly increments so the City can stop the pumping if the water level in the well stabilizes in less than 36 hours.
- Contractor shall pump and monitor the well at approximately 350 GPM. The pumped volume and draw down date shall be compiled and graphed in a manner capable of extrapolating the draw down and the pumping ability of the well, up to 600 GPM.
- Contractor shall submit in writing the recommended production capacity of the well and identify a pump that would comply with the recommendations and pump against 650 feet TDH.
- Contractor shall include a work timeline schedule.

PUMP TEST BID HOURLY \$ 200.00

TOTAL BASE BID \$ 18,700.00

PAGE 5 MUST BE SIGNED.

Additive Alternate 1

The City may elect to leave the "test pump" in the well as the primary well pump.

- Cost associated with connecting control wires and power wire to the well pump (if not already complete).
- Cost associated with pumping the well into the distribution system.
- Cost to sell the pump to the City.

ALTERNATE 1 BID NO BID

Additive Alternate 2

The City may elect to have the existing 6 inch steel discharge piping replaced with Boreline Flexible Drop Pipe.

- Cost for 535 feet of 6 inch Boreline Flexible Drop Pipe and associated fittings.
Contact information; Tanner Tryon, 8260 E Raintree Drive, Scottsdale AZ 85260, (480)607-1507, www.allhoses.com

ALTERNATE 2 BID *No Bid*

A successful bidder will be capable of performing the above stated work in the approved amount of time.

All bids must be FOB Kerrville.

Signed this the 15th day of JUNE, 2009.

Attest:

Signed this the 15th day of

By: TERRY TRIESCH

JUNE, 2009.

¹⁰
₁₀

Attest: _____

By: _____

Secretary

Supplier

(if bid by corporation)



STEVE BELL
(Please type name)

ALSAY
3359 S.E. LOOP 410
SAN ANTONIO TX 78222
Telephone: (210) 628-1090

Accepted this the _____ day of _____, 2008. ¹⁰

CITY OF KERRVILLE

Todd Parton, City Manager

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

CITY OF KERRVILLE

WELL PUMP TEST

INSTRUCTION TO BIDDERS

JUNE 2010

INSTRUCTION TO BIDDERS

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INSTRUCTION TO BIDDERS

I. EXAMINATION OF DOCUMENTS

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

II. ADDENDA AND INTERPRETATION OF DOCUMENTS

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

III. EXECUTION OF CONTRACT

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

IV. PREPARATION OF THE BID

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

CITY OF KERRVILLE

WELL PUMP TEST

REQUEST FOR BID

JUNE 2010

REQUEST FOR BID

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REQUEST FOR BID

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

I. THE GOODS

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

II. BID PRICE

Bid prices shall be provided in dollar amount.

III. DELIVERY

Delivery shall be made F.O.B., City of Kerrville, Wastewater Treatment Plant, Kerrville, Texas 78028.

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

IV. PAYMENT

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

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

V. QUALITY OF GOODS

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

VI. SPECIFIC BID INSTRUCTIONS

The estimated date of delivery must be a reasonable time.

VII. BID

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

BID CALENDAR :

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

**Wednesday-6-2-2010
6-4 & 6-11-2010
Monday-06-21-10-3:00PM**

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

V. ALTERATION OF DOCUMENTS PROHIBITED

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

VI. SUBMISSION OF BID

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

The closing time for filing the bid is Monday, June 21, 2010 at 3:00 p.m.

VII. MODIFICATION OF A BID

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

VIII. WITHDRAWAL OF A BID

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

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

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

IX. OPENING OF BIDS

All bids received prior to the scheduled closing time and which are not withdrawn as above provided will be publicly opened and read aloud in Meeting Room #1, City Hall, 800 Junction Highway, Kerrville, Texas, at 3:00 p.m. on Monday, June 21, 2010, even though there may be irregularities or informalities therein. The opening and reading of the bid shall not be construed as an acceptance of the bidder as a qualified, responsible bidder.

X. AWARD OF BID

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

XI. EXEMPTION

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

XII. AFFIDAVIT OF NONCOLLUSION

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

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

SUBJECT: Approval of a resolution appropriating all 7% of the hotel occupancy tax rate received in FY 2011 to fund requests.

FOR AGENDA OF: July 27, 2010 **DATE SUBMITTED:** July 19, 2010

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

EXHIBITS: Resolution No. 064-2005 and Resolution No. 041-2009
Proposed resolution

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

The City collects 7% for hotel occupancy tax from the occupancy of hotel rooms within the City; Resolution 064-2005 directed 1% of the 7% tax rate to go to the historic restoration and preservation of the Arcadia Theatre. This resolution was repealed with the passage of Resolution No. 041-2009, which states, "...to be determined by Council at a later date, that are compliant with Chapter 351 of the Texas Tax Code and that substantially benefit the convention, hotel and tourism industry."

At the July 19th budget work session Council directed staff to bring forward a resolution to allow council to redirect that 1% of anticipated FY 2011 receipts to fund the hotel occupancy tax requests. This proposed resolution would be a one year only action and would not repeal Resolution No. 041-2009 or impact the current fund balance.

RECOMMENDED ACTION

Staff requests approval of this resolution.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 064-2005

**RESOLUTION CONFIRMING THE APPROPRIATION AND USE OF
HOTEL OCCUPANCY TAX FUNDS FOR THE RESTORATION OF THE
ARCADIA THEATRE**

WHEREAS, Chapter 351 of the Texas Tax Code authorizes a municipality to impose a tax on the occupancy of hotel rooms within the City; and

WHEREAS, the City Council of the City of Kerrville has previously enacted Chapter 94, Article III of the Code of Ordinances of the City of Kerrville, Texas, which imposes a tax on the occupancy of hotel rooms within the City and its extraterritorial jurisdiction; and

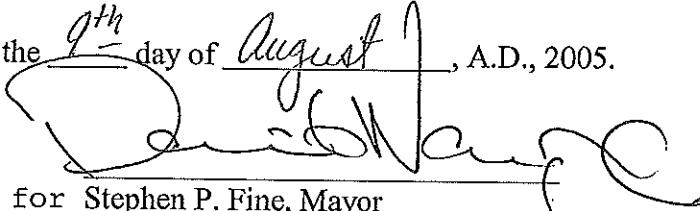
WHEREAS, in November 2004, City Council raised the hotel occupancy tax rate from six percent to seven percent for the sole purpose of generating funding for the historical restoration and preservation of the Arcadia Theatre; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to confirm that the increase in the hotel occupancy tax rate be appropriated and used for the historical restoration and preservation of the Arcadia Theatre;

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

That the additional funds generated by the increase in the City's hotel occupancy tax rate from six percent to seven percent be appropriated and used for the purpose of restoring and preserving the Arcadia Theatre.

PASSED AND APPROVED ON this the 9th day of August, A.D., 2005.


for Stephen P. Fine, Mayor

ATTEST:


Brenda G. Craig, City Clerk

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO.041 -2009**

A RESOLUTION REAPPROPRIATING ONE PERCENT OF THE REVENUES FROM THE HOTEL OCCUPANCY TAX PREVIOUSLY APPROPRIATED FOR THE ARCADIA THEATRE REHABILITATION AND REPEALING RESOLUTION NO. 064-2005

WHEREAS, Chapter 351 of the Texas Tax Code authorizes a municipality to impose a tax on the occupancy of hotel rooms within the City; and

WHEREAS, City Council has previously enacted Chapter 94, Article III of the Code of Ordinances of the City of Kerrville, Texas, which imposes a tax on the occupancy of hotel rooms within the City and its extraterritorial jurisdiction; and

WHEREAS, in November 2004, City Council raised the hotel occupancy tax rate from six percent to seven percent for the sole purpose of generating funding for the historical restoration and preservation of the Arcadia Theatre; and

WHEREAS, City Council now wishes to reappropriate this additional one percent and the accumulated reserve, subject to compliance with Chapter 351 of the Texas Tax Code and which will substantially benefit the convention, hotel, and tourism industry; and

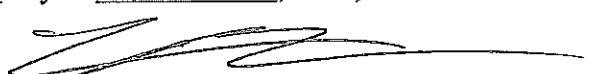
WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to reappropriate one percent of the revenues from imposition of the City's hotel occupancy tax rate and the accumulated reserve as provided herein;

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

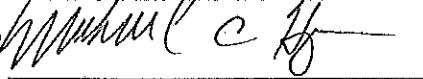
SECTION ONE. The City Council authorizes the reappropriation of one percent of the revenues generated from the imposition of City's hotel occupancy tax rate and the accumulated reserve for project(s) to be determined by Council at a later date, that are compliant with Chapter 351 of the Texas Tax Code, and that substantially benefit the convention, hotel, and tourism industry. The City may award and distribute such funding outside the process and timelines set forth in the City's *Policies and Procedures Regarding the Allocation of Hotel Occupancy Tax Revenues*.

SECTION TWO. Resolution No. 064-2005 is repealed in its entirety.

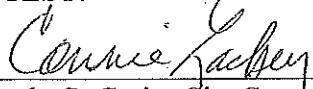
PASSED AND APPROVED ON this the 14th day of APRIL, A.D., 2009,


Todd A. Bock, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:


Connie Lackey
Brenda G. Craig, City Secretary
Connie Lackey, Deputy City Secretary

Approved by City Council
Date: APRIL 14, 2009
Volume 36 Page 446

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

**A RESOLUTION APPROPRIATING ALL REVENUE FROM THE HOTEL
OCCUPANCY TAX FOR FISCAL YEAR 2011 PURSUANT TO STATE LAW AND
CITY POLICY**

WHEREAS, Chapter 351 of the Texas Tax Code authorizes a municipality to impose a tax on the occupancy of hotel rooms within the City; and

WHEREAS, City Council has previously enacted Chapter 94, Article III of the Code of Ordinances of the City of Kerrville, Texas, which imposes a tax on the occupancy of hotel rooms within the City and its extraterritorial jurisdiction; and

WHEREAS, in November 2004, City Council, pursuant to the state law, raised the hotel occupancy tax rate from six percent to seven percent for the purpose of generating funding for the historical restoration and preservation of the Arcadia Theatre; and

WHEREAS, following the City's conveyance of the Arcadia Theatre, the City Council adopted Resolution 041-2009, which reappropriated the additional one percent and the accumulated reserve, subject to compliance with Chapter 351 of the Texas Tax Code; and

WHEREAS, the City Council now wishes to appropriate all fiscal year 2011 revenue generated by the imposition of the seven percent hotel occupancy tax for the purpose of funding appropriate uses, services, programs, and events in accordance with state law and City code and policy; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to appropriate all fiscal year 2011 hotel occupancy tax revenues collected by the City for the purpose of funding appropriate uses, services, programs, and events as provided herein;

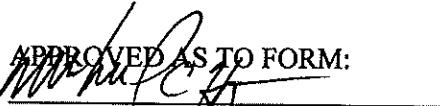
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. The City Council authorizes the appropriation of all fiscal year 2011 revenue generated from the imposition of the City's hotel occupancy tax rate for the purpose of funding uses, services, programs, and events that are compliant with Chapter 351 of the Texas Tax Code, and that substantially benefit the convention, hotel, and tourism industry.

SECTION TWO. The City will consider funding requests for hotel occupancy tax revenues and then award and distribute such funding in accordance with the process and timelines set forth in Chapter 94, Article III of the Code of Ordinances of the City of Kerrville, Texas, and the City's *Policies and Procedures Regarding the Allocation of Hotel Occupancy Tax Revenues*.

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

David Wampler, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

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

SUBJECT: Ordinance, Second Reading – An ordinance annexing an approximate 3.12 acre tract and an approximate 0.49 public right-of-way, which includes a portion of a paved roadway, both the tract and right-of-way are out of the W.T. Crook Survey No. 71, Abstract No. 114, Kerr County; said area being approximately 3.61 acres and located adjacent to the corporate limits of the City of Kerrville, Texas, and being more particularly described as 327 Peterson Farm Road and the adjacent right-of-way; describing the area to be annexed; adopting a service plan for the area annexed; and establishing the zoning for the area annexed.

FOR AGENDA OF: July 27, 2010

DATE SUBMITTED: July 16, 2010

SUBMITTED BY: Gordon Browning

CLEARANCES: Kevin Coleman

EXHIBITS: Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

APPROVED FOR SUBMITTAL BY DIRECTOR OF ADMINISTRATIVE SERVICES:

SUMMARY STATEMENT

The attached ordinance completes the annexing and zoning of the above mentioned tract.

All required public hearings have been held per state and local codes.

RECOMMENDED ACTION

Approve ordinance on second reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2010-_____

AN ORDINANCE ANNEXING AN APPROXIMATE 3.12 ACRE TRACT AND AN APPROXIMATE 0.49 PUBLIC RIGHT-OF-WAY, WHICH INCLUDES A PORTION OF A PAVED ROADWAY, BOTH THE TRACT AND THE RIGHT-OF-WAY ARE OUT OF THE W.T. CROOK SURVEY NO. 71, ABSTRACT NO. 114, KERR COUNTY; SAID AREA BEING APPROXIMATELY 3.61 ACRES AND LOCATED ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS 327 PETERSON FARM ROAD AND THE ADJACENT PUBLIC RIGHT-OF-WAY; DESCRIBING THE AREA TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE AREA ANNEXED; AND ESTABLISHING THE ZONING FOR THE AREA ANNEXED

WHEREAS, pursuant to Texas Local Government Code Sections 43.028 and 43.052(h)(2), the owner of the property described in Section One, below, has petitioned the City to annex said property into the corporate limits of the City of Kerrville, Texas; and

WHEREAS, City staff, based upon generally accepted municipal planning principles and practices, recommends annexing the paved public roadway which lies adjacent to the property which is the subject of the annexation petition, to include the annexation of the entire width of the roadway and the adjacent right-of-way in accordance with Section 43.106 of the Texas Local Government Code; and

WHEREAS, having provided all required public notices, held all required public hearings at which people with an interest in the matter were provided an opportunity to be heard, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to approve an ordinance annexing the subject property and public right-of-way, adopt a service plan as required by state law, and establish zoning regulations for the area;

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

SECTION ONE. The property which is the subject of the petition for annexation, as more specifically described in **Exhibit A** and depicted in **Exhibit B**; as well as the public right-of-way, as more specifically described in **Exhibit C** and depicted in **Exhibit D**, is hereby annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

SECTION TWO. The petition for annexation concerning the property described in Section One, above, is attached as **Exhibit E** and incorporated herein by reference.

SECTION THREE. The service plan regarding the provision of public services is attached as **Exhibit F** and incorporated herein by reference, is hereby adopted for the property described in Section One, above, as required by Texas Local Government Code §43.056.

SECTION FOUR. Upon the adoption of this Ordinance, the property as described in Section One, above, shall be subject to a zoning designation of "R-1", Single Family Residential District.

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

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-9 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 EIGHT. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION NINE. In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

July
PASSED AND APPROVED ON FIRST READING, this the 13th day of
July, A.D., 2010

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

(signatures begin on next page)

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Clerk


APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

FIELD NOTES DESCRIPTION FOR 3.12 ACRES OF LAND OUT OF
THE C.L. BUXTON LAND ALONG PETERSON FARM ROAD IN
KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 3.12 acres, more or less, out of W.T. Crook Survey No. 71, Abstract No. 114 in Kerr County, Texas; that same land conveyed as 3.1 acres from Georgie O. Martin to C.L. Buxton, et al by a Warranty Deed with Vendor's Lien executed the 12th day of February, 1970 and recorded in Volume 142 at Page 515 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron stake set in the southwest right-of-way line of Peterson Farm Road, a sixty (60) ft. wide public road for the north corner of the herein described tract and said 3.1 acre tract, and the northerly east corner of a certain 56.83 acre tract conveyed from Hexagon Honeycomb Corporation Profit Sharing Plan and Trust to L. DeJuan Abel by a Special Warranty Deed executed the 24th day of September, 1993 and recorded in Volume 714 at Page 772 of the Real Property Records of Kerr County, Texas; which point bears, approximately, 3724 ft. N45°E and 1185 ft. S33°26'E from the west corner of Survey No. 71;

THENCE, with the said southwest right-of-way line of Peterson Farm Road and northeast line of said 3.1 acre tract S31°37'36"E, crossing Silver Creek 359.19 ft. to a $\frac{1}{2}$ " iron stake set for the east corner of the herein described tract and 3.1 acre tract, and the north corner of a certain 22.32 acre tract conveyed from Kerr County Industrial Foundation to Kerr Country Industrial and Development Foundation, Inc. by a Special Warranty Deed executed the 24th day of January, 1973 and recorded in Volume 161 at Page 51 of the Deed Records of Kerr County, Texas;

THENCE, with the common line between said 3.1 and 22.32 acre tracts: S26°48'40"W, 217.12 ft. to a fencepost; N72°41'20"W, crossing Silver Creek 64.91 ft. to a found $\frac{1}{2}$ " iron stake; S16°09'56"W, 97.93 ft. to a found $\frac{1}{2}$ " iron stake; and S25°46'11"W, 93.61 ft. to a fence anglepost in the east line of said 56.83 acre tract for the south corner of the herein described tract and 3.1 acre tract;

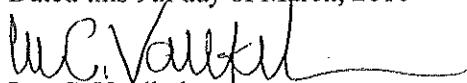
THENCE, with the common line between said 3.1 and 56.83 acre tracts: N15°01'52"W, along a fence 53.15 ft. to a fencepost near the end of a concrete wall; N19°02'18"W, along or near said concrete wall 505.54 ft. to a $\frac{1}{2}$ " iron stake set for the west corner of the herein described tract and 3.1 acre tract, and a reentrant corner of 56.83 acre tract; and N59°19'17"E, continuing along or near said concrete wall 253.72 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown.

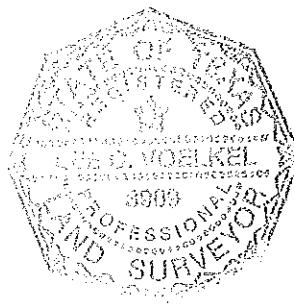
(Bearing basis = True to north based on GPS observations)

Date Surveyed: February 2, 2010
March 9, 2010

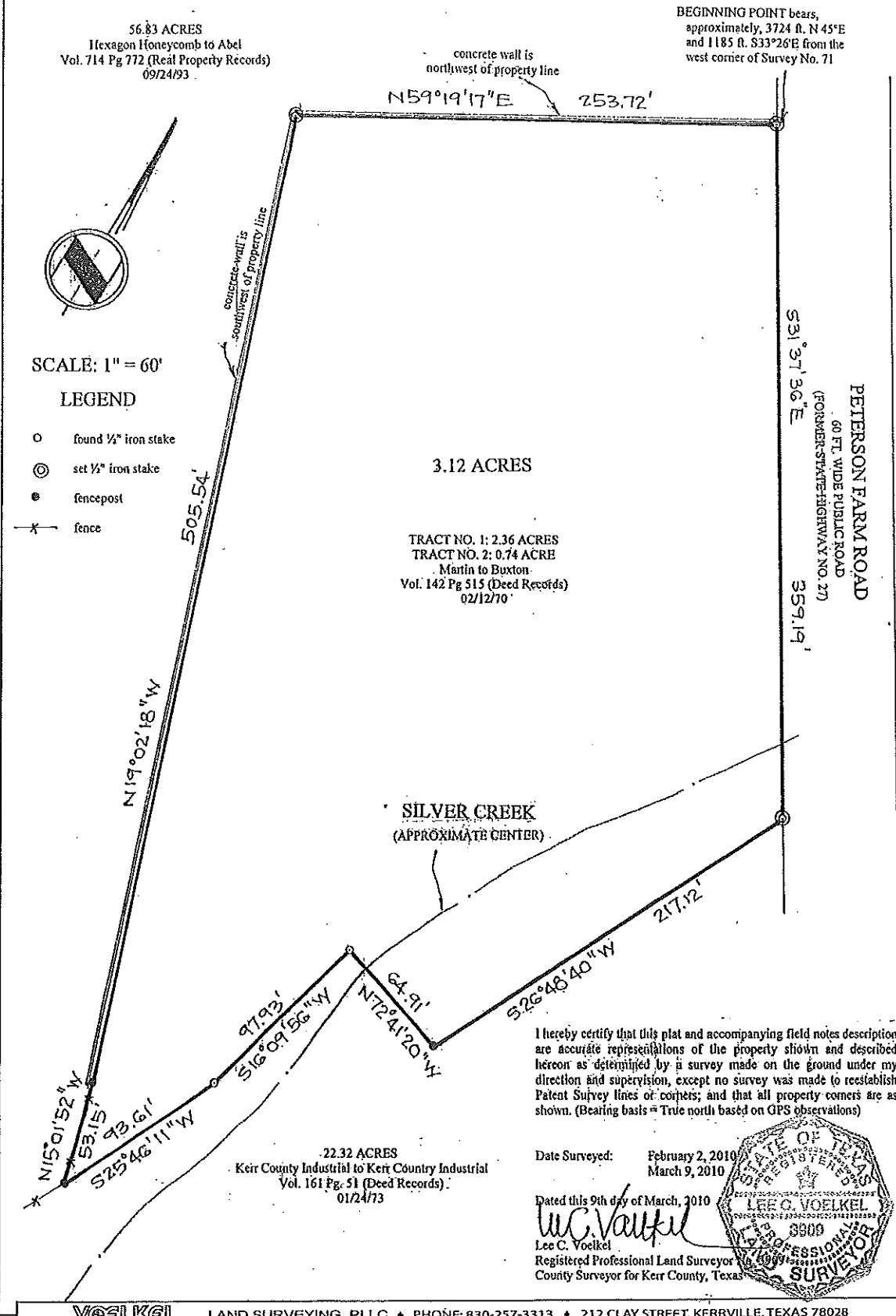
Dated this 9th day of March, 2010.


Lee C. Voelkel

Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



SURVEY PLAT FOR 3.12 ACRES OF LAND, MORE OR LESS, OUT OF W.T. CROOK SURVEY NO. 71, ABSTRACT NO. 114 IN KERR COUNTY, TEXAS; THAT SAME LAND CONVEYED AS 3.1 ACRES FROM GEORGIE O. MARTIN TO C.L. BUXTON, ET AL BY A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED THE 12TH DAY OF FEBRUARY, 1970 AND RECORDED IN VOLUME 142 AT PAGE 515 OF THE DEED RECORDS OF KERR COUNTY, TEXAS



FIELD NOTES DESCRIPTION FOR A PART OF PETERSON FARM
ROAD IN KERR COUNTY, TEXAS

Being all of a certain sixty (60) ft. wide strip, tract or parcel of land containing 0.49 acre, more or less, out of W. T. Crook Survey No. 71, Abstract No. 114 in Kerr County, Texas; part of a 60 ft. wide public road known as Peterson Farm Road (the former State Highway No. 27) ; and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron stake found in the southwest right-of-way line of said Peterson Farm Road for the west corner of the herein described tract, the north corner of a certain 3.1 acre tract conveyed from Georgie O. Martin to C. L. Buxton, et al by a Warranty Deed with Vendor's Lien executed the 12th day of February, 1970 and recorded in Volume 142 at Page 515 of the Deed Records of Kerr County, Texas, and the northerly east corner of a certain 56.83 acre tract conveyed from Hexagon Honeycomb Corporation Profit Sharing Plan and Trust to L. Dejuan Abel by a Special Warranty Deed executed the 24th day of September, 1993 and recorded in Volume 714 at Page 772 of the Real Property Records of Kerr County, Texas; which point bears, approximately, 3724 ft. N45°E and 1185 ft. S33°26'E from the west corner of said Survey No. 71;

THENCE, upon, over and across said Peterson Farm Road N58°22'24"E, 60.00 ft. to a $\frac{1}{2}$ " iron stake set near a fence in the northeast right-of-way line of Peterson Farm Road and southwest line of a certain 86.71 acre tract conveyed from Equitech - Bio, Inc. to Kerr Economic Development Foundation, Inc. by a Warranty Deed with Vendor's Lien executed the 6th day of February, 2008 and recorded in Volume 1657 at Page 715 of the Official Public Records of Kerr County, Texas for the north corner of the herein described tract;

THENCE, along or near a fence with the said northeast right-of-way line of Peterson Farm Road and southwest line of 86.71 acre tract S31°37'36"E, at approximately 304 ft. passing the center of Silver Creek, the southwest corner of 86.71 acre tract and a westerly corner of a certain 142 acre tract conveyed from Ida E. Ingenuett to the City of Kerrville by a Warranty Deed executed the 16th day of August, 1941 and recorded in Volume 68 at Page 302 of the Deed Records of Kerr County, Texas, then continuing with the southwest line of said 142 acre tract for a total distance of 359.19 ft. to a $\frac{1}{2}$ " iron stake set for the east corner of the herein described tract;

THENCE, upon, over and across said Peterson Farm Road S58°22'24"W, 60.00 ft. to a $\frac{1}{2}$ " iron stake found for the south corner of the herein described tract, the east corner of said 3.1 acre tract and the north corner of a certain 22.32 acre tract conveyed from Kerr County Industrial Foundation to Kerr Country Industrial and Development Foundation, Inc. by a Special Warranty Deed executed the 24th day of January, 1973 and recorded in Volume 161 of Page 51 of the Deed Records of Kerr County, Texas;

THENCE, with the said southwest right-of-way line of Peterson Farm Road and northeast line of said 3.1 acre tract N31°37'36"W, 359.19 ft. to the PLACE OF BEGINNING.

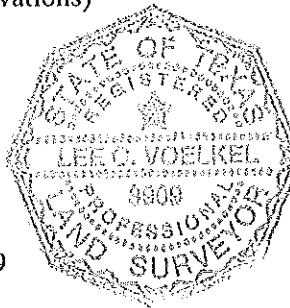
I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown.

(Bearing basis = True north based on GPS observations)

Date Surveyed: July 9, 2010

Dated this 9th day of July, 2010

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



SURVEY PLAT FOR 0.49 ACRE OF LAND, MORE OR LESS, OUT OF W.T. CROOK SURVEY NO. 71, ABSTRACT NO. 114 IN KERR COUNTY, TEXAS; PART OF A SIXTY (60) FT. WIDE PUBLIC ROAD KNOWN AS PETERSON FARM ROAD (FORMERLY STATE HIGHWAY NO. 27)

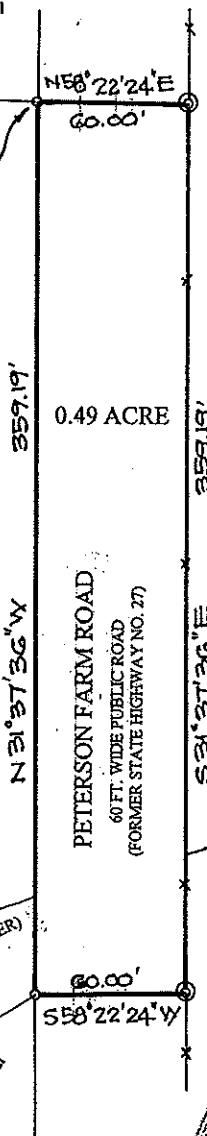
56.83 ACRES
Hexagon Honeycomb to Abel
Vol. 714 Pg. 772
09/24/93

BEGINNING POINT bears, approximately,
372.1 ft. N45°E and 1.85 ft. S33°27'6E from
the west corner of Survey No. 71

3.1 ACRES
Martin to Buxton
Vol. 142 Pg. 515
02/12/70

SILVER CREEK
(APPROXIMATE CENTER)

12.32 ACRES
Kerr County Industrial
Vol. 161 Pg. 51
01/24/73



SCALE: 1" = 60'

LEGEND

- found $\frac{1}{4}$ " iron stake
- ◎ set $\frac{1}{4}$ " iron stake
- fence

86.71 ACRES
Equitech - Bio to KEDF
Vol. 1657 Pg. 715
02/06/08

PETERSON FARM ROAD
60 FT. WIDE PUBLIC ROAD
(FORMER STATE HIGHWAY NO. 27)

142 ACRES
Ingenhuett to City of Kerrville
Vol. 68 Pg. 302
08/16/41

LEE C. VOELKEL
3909
REGISTERED
PROFESSIONAL
SURVEYOR
Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas

I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: July 9, 2010

Dated this 9th of July, 2010

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY
OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE CRock
Survey, Abstract Number 0114, KERR COUNTY TEXAS

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF KERRVILLE,
TEXAS:

X BARBARA BUXTON Is the sole owner of an approximately 3.3 acre tract of
land located adjacent to the incorporated limits of the City of Kerrville which is out of the
Survey No. 71 Abstract No. 0114 Kerr County, Texas, and is more particularly
described as follows:

SEE EXHIBIT "A".

In accordance with Texas Local Government Code §43.028,
Y BARBARA BUXTON hereby respectfully requests and petitions that the above-
described property be annexed into the incorporated limits of the City of Kerrville, Texas.
SUBMITTED THIS 5 day of JAN, 2010

X By: Barbara Buxton
Legally authorized signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF KERR

This instrument was acknowledged before me on the 5 day of January, 2010
by Barbara Buxton for and on behalf of
Barbara Buxton

Jena Chacon
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Jena Chacon

My Commission Expires: JAN 15, 2010

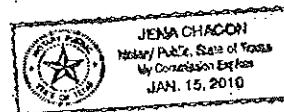


EXHIBIT F
ANNEXATION SERVICE PLAN

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

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

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

SUBJECT: Ordinance, Second Reading

An ordinance amending Chapter 26 "Buildings and Building Regulations" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Article VIII "Building Board of Adjustment and Appeals", said board to be created to act as the board which will consider appeals from the application of the city's building codes and as a replacement for the city's various boards which previously had responsibility for such issues; containing a cumulative clause; containing a savings and severability clause; providing for an effective date; and providing other matters related to the subject.

FOR AGENDA OF: July 27, 2010 **DATE SUBMITTED:** July 15, 2010

SUBMITTED BY: Kevin Coleman *KC* **CLEARANCES:** Kristine Ondrias *JK*

EXHIBITS: Proposed Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The ordinance was passed on first reading on July 13th.

The ordinance presented for second reading has been changed to clarify the role of the reconfigured board regarding the unsafe building abatement ordinance. Staff is currently contacting all members on current boards to solicit applications for service on the new board.

The ordinance outlines the duties, membership, and member terms of a single multi-discipline building board of appeals. Under the new structure, the proposed multi-code board will have broad representation from throughout the local building community. The board will retain the name, the Building Board of Adjustment and Appeals (BBA). The proposed ordinance contains needed changes to the International Building Code, the International Plumbing Code, the International Mechanical Code, the National Electric Code, and the City Code of Ordinances to allow board implementation.

As proposed, the board will be empowered to:

- Hear appeals and variances that allow alternative code applications of the various building codes and the fire code adopted by the City of Kerrville,
- Recommend proposed changes and/or updates to the building and fire codes under consideration by the City Council, and
- Act as the reviewing board for purposes of administrating the City's unsafe building abatement ordinance.

The balance of the ordinance provides the needed procedural structure to govern how the BBAA will be appointed, its administrative rules, and the application process for variances and appeals.

RECOMMENDED ACTION

Approve the proposed ordinance on second reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2010-____

AN ORDINANCE AMENDING CHAPTER 26 "BUILDINGS AND BUILDING REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY ADDING A NEW ARTICLE VIII "BUILDING BOARD OF ADJUSTMENT AND APPEALS", SAID BOARD CREATED WITH AUTHORITY TO CONSIDER APPEALS FROM THE APPLICATION OF THE CITY'S STANDARDIZED BUILDING CODES AND AS A REPLACEMENT FOR THE CITY'S VARIOUS BOARDS WHICH PREVIOUSLY HAD RESPONSIBILITY FOR SUCH ISSUES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City currently has four standardized building code appeals boards, the Building Board of Adjustment and Appeals, the Electrical Board of Adjustment and Appeals, the Mechanical Board of Adjustment and Appeals, and the Plumbing Board of Adjustment and Appeals; and

WHEREAS, each board is responsible for considering appeals from the regulation and application of the various standardized building codes adopted by the City, which includes the International Residential Code, the International Building Code, the International Plumbing Code, the National Electrical Code, the International Mechanical Code, the International Fuel Gas Code, the International Fire Code, and the International Existing Building Code, as amended; and

WHEREAS, each board also acts as an advisory board and recommends code changes concerning the standardized building codes to the City Council; and

WHEREAS, the City Council and City staff recognize and affirm that these boards are vital to the application and interpretation of the City's standardized building codes; and

WHEREAS, the City Council, in an effort to address the ongoing issue of vacancies on each of the boards and to also attempt to increase timeliness and efficiency with respect to how each board operates, now wishes to create a single, multi-trade board to be known as the Building Board of Adjustment and Appeals ("Board"); and

WHEREAS, it is the intent of City Council to revamp and reconstitute the City's current Board to include a broad spectrum of members, to include contractors, design professionals, and tradespeople, which will then make up a board which hears appeals regarding appropriate standardized building code issues and that also reviews and recommends amendments to or the adoption of standardized building codes; and

WHEREAS, the Board will be made up of seven members, to include an architect, an engineer, licensed tradespeople, a licensed contractor, and a person who is active in the construction industry; and

WHEREAS, staff presented these proposed changes to both the Development Services Community Action Team (“DSCAT”) and the Home Builders Association, with neither group voicing concerns or opposition to the changes; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to revamp and reconstitute the Building Board of Adjustment and Appeals, said Board created and authorized to consider appeals from the application and interpretation of the City’s standardized building codes and as a replacement for the City’s multiple standardized building code boards;

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

SECTION ONE. Chapter 26 “Building and Building Regulations” of the Code of Ordinances of the City of Kerrville, Texas (“City”) is amended by deleting Section 26-33 “Building Board of Adjustment and Appeals” and Section 26-34 “Appeals to administrative decisions; granting variances”.

SECTION TWO. Chapter 26 “Buildings and Building Regulations” of the Code of Ordinances of the City is amended by amending Section 26-62 “Definitions and interpretation of words and phrases” by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~deleted~~) as follows:

“(4) *Board.* The Building [Electrical] Board of Adjustment and Appeals of the City of Kerrville, Texas.”

SECTION THREE. Chapter 26 “Buildings and Building Regulations” of the Code of Ordinances of the City is amended by deleting Section 26-63 “Electrical Board of Adjustment and Appeals.”

SECTION FOUR. Chapter 26 “Buildings and Building Regulations” of the Code of Ordinances of the City is amended by amending Section 26-121(b)(2) as follows:

“(2) Section 109 is deleted.”

SECTION FIVE. Chapter 26 “Buildings and Building Regulations” of the Code of Ordinances of the City is amended by amending Section 26-122(b)(2) as follows:

“(2) Section 109.1 is amended in its entirety to provide as follows:

109.1 Application for appeal. A person shall have the right to appeal a decision of the Chief Building Official or the Fire Code Official to the Building Board of Adjustment and Appeals.”

SECTION SIX. Chapter 26 “Buildings and Building Regulations” of the Code of Ordinances of the City is amended by amending Section 26-171(b)(2) as follows:

“(2) Sections 109.2 through 109.2.6, inclusive, are deleted.”

SECTION SEVEN. Chapter 26 “Buildings and Building Regulations” of the Code of Ordinances of the City is amended by amending Section 26-228 “Definitions” by adding the language that is underlined (added) as follows:

“*Board* means the Building Board of Adjustment and Appeals.”

SECTION EIGHT. Chapter 26 “Buildings and Building Regulations” of the Code of Ordinances of the City is amended by amending Section 26-229 “Enforcement Official” by adding the language that is underlined (added) and deleting the language that is bracketed and stricken (~~{deleted}~~) as follows:

“Sec. 26-229. Enforcement official.

The provisions of this Article shall be enforced by the Chief Building Official and the Building Board of Adjustment and Appeals established pursuant to the Article-II-VIII of this Chapter[respectively].

SECTION NINE. Chapter 26 “Buildings and Building Regulations” of the Code of Ordinances of the City is amended by adding a new Article VIII “Building Board of Adjustment and Appeals” as follows:

“ARTICLE VIII. BUILDING BOARD OF ADJUSTMENT AND APPEALS

Sec. 26-250. Building Board of Adjustment and Appeals.

(a) *Creation.* There is hereby created the City of Kerrville, Texas, Building Board of Adjustment and Appeals, otherwise known in this chapter as the “Board.” This Board shall act as the body authorized to hear appeals, grant variances, and to recommend amendments to and the adoption of standardized building codes to be considered by the City Council, said codes to include the International Residential Code, the International Building Code, the International Plumbing Code, the National Electrical Code, the International Mechanical Code, the International Fuel Gas Code, the International Fire Code, and the International Existing Building Code, as amended (collectively referred to as the “standardized building codes”).

(b) *Membership.* The Board shall consist of seven (7) regular members appointed by the City Council as follows:

- (1) an architect licensed to practice in the state;
- (2) a professional engineer licensed to practice in the state;
- (3) a master electrician licensed to practice in the state;
- (4) an unrestricted master plumber licensed to practice in the state;
- (5) a mechanical contractor with a Class A state license;
- (6) a person licensed by the City as a contractor; and
- (7) a person that is active in the construction industry; provided, however, if the City Council determines that there is no architect or professional engineer available to serve on the Board, then Council shall select a second person meeting this description to serve.

(c) *Alternates.* In an effort to obtain a quorum, increase efficiency, or for other reasons, the City Council may appoint two or more alternate members to the Board. Each alternate member shall meet the qualification provisions applicable to regular members as contained within subsections (b)(3) through (5) above. An alternate member shall serve only in the absence of one or more regular members when requested to do so by the Chief Building Official so that all cases considered by the Board are heard by a minimum of at least four (4) members. Alternate members may only participate in meetings if called to act and shall then act as a regular member for the entire meeting. Even where not called upon to act as a regular member, alternate members shall attend all meetings and are subject to the attendance requirements applicable to the Board.

(d) *Qualifications.* Each regular member and each alternate member shall be a resident of the county and operate or be employed by a business located within the City; however, no two (2) members, regular and alternate combined, may be employed by or have an ownership interest in the same business or firm.

(e) *Term of appointment.* All regular and alternate members of the Board shall be appointed to serve two (2) year terms beginning on September 1 and ending on August 31 of the appropriate years. The terms of four (4) of the regular members appointed shall expire in odd numbered years. The terms of the remaining three (3) regular members shall expire in even numbered years. The expiration of the term for each alternate, if any, shall alternate between an even and odd year. The City Council may appoint members to the Board, regular or alternate, for terms of lesser duration than two (2) years when making the initial appointments or when otherwise necessary to comply with the provisions of this Article. For purposes of making initial appointments and to stagger the terms, Council shall appoint the regular members meeting the qualifications of (b)(1), (2), (6), and (7) for terms not to exceed one (1) year and shall appoint the regular members meeting the qualifications of (b)(3), (4), and (5) for terms not to exceed (2) years.

(f) *Term limits.* No regular member shall serve more than two consecutive full terms on the Board without having at least one full year off of the Board between terms; provided, however, if the City Council finds that it has not received applications from other qualified candidates, the City Council may reappoint an incumbent member of the Board notwithstanding the restrictions of this subsection.

(g) *Vacancies.* Upon the death, resignation, or removal from office of any regular or alternate member of the Board prior to the end of the member's term, the City Council shall appoint a successor who shall hold that position for the unexpired term of the person who he or she is appointed to succeed. Any regular member who fails to meet the qualifications for the position for which he or she was appointed due to the loss of a license or employment, relocation, change of residency, or any other change in status that makes that member ineligible for the position, shall be considered to have resigned immediately and without any notice or required action.

(h) *Officers.* The Board shall elect a chair and vice-chair who shall be appointed from among its voting members. The Board shall appoint such officers at the first meeting of the Board held after September 1 of each year. Officers shall serve a term of one year and all such terms shall end on August 31 after the date of election or until a successor is elected, but in every case each subsequent term shall end on August 31. An officer of the Board may not serve in the office elected for more than two consecutive terms.

(i) *Authority of chair.* It shall be the duty of the chair, or in the absence of the chair, the vice-chair, to preside over all meetings of the Board.

(j) *Compensation of members.* Board members shall receive no compensation for their services on the Board.

(k) *Meetings; voting.* Meetings of the Board shall be held at least quarterly, at the call of the chair, and at such other times as the members of the Board determine. All Board members, regular and an alternate member(s), but only where the alternate is substituting for and acting as a regular member, shall be voting members and have the right, duty, and obligation to vote on all matters that come before the Board except for matters which involve a Board member's company or employer, a Board member's workmanship, or where prohibited by this Article or law. A majority of members present and voting shall be necessary to constitute an official action of the Board unless as provided herein.

(l) *Procedural rules.* The Board shall comply with the Texas Open Meetings Act and the Procedural Rules (for) Kerrville City Boards. No member shall communicate or deliberate about a matter coming before the Board or over which the Board has authority outside of a posted meeting in an attempt to evade the Open Meetings Act. Such prohibited conduct also applies to email or telephonic conversations.

(m) *Quorum.* Four (4) voting members of the Board, which may include an alternate member(s) but only where substituting for and acting as a regular member, shall constitute a quorum for the transaction of business.

(n) *Conflicts of interest.* No member or alternate member shall hear an appeal in which that member has a personal, professional, or financial interest or where a conflict of interest arises pursuant to law.

(o) *Quasi-judicial Decisions.* The requirements of procedural due process necessitate a fair hearing before an impartial body with the goal of ensuring that all sides, including the public, are provided an opportunity to present their views in a public meeting. Thus, all quasi-judicial decisions made by the Board must be based upon what is in the official public record. Quasi-judicial decisions include decisions made with respect to appeals of administration decisions and requests for variances and permits. In any quasi-judicial matter, no Board member shall intentionally or knowingly, outside of a meeting, communicate with a person for which there are reasonable grounds for believing that the person is a party to the matter being considered, if such communication is designed to influence the member's consideration of or action on the matter. A "party" is defined as being either an applicant or appellant to the quasi-judicial matter. This type of communication could be considered an ex parte communication as it involves one party discussing or presenting information to a Board member when another party or the public is not present to witness the conversation or where the other party does not receive the disclosed information. If any such communication should occur (ex parte communication), the member shall disclose it at an open meeting of the Board prior to its consideration of the matter and shall then recuse himself/herself from all further discussions and actions on the matter. Where a member receives an unsolicited inquiry or communication, personally or through electronic means, the member shall not engage in such communications and if possible, return the communication to the sender. Further, the member shall also advise the person or sender that such information should be presented at a Board meeting.

(p) *General powers and duties.* The Board shall have the following powers and duties

- (1) to hear appeals of decisions and interpretations of the Chief Building Official and Fire Code Official and to consider variances to the standardized building codes as more specifically described in Sec. 26-251. No appeal may arise out of the City's issuance of citation for violation of any of the standardized building codes as the procedure for the consideration and decision regarding citations is solely under the purview and authority of the Municipal Court. In addition, the Board shall have no authority to waive, and is prohibited from waiving, any requirement of the standardized building codes;
- (2) recommend amendments to this Chapter; any standardized building code adopted by the City Council; or any other code, application, or process applicable to the City's review, application, interpretation, and enforcement of the standardized building codes with the goal toward addressing any deficiencies, voids, inconsistencies, inefficiencies, or technical errors; and
- (3) to hear appeals, issue orders, and fulfill other duties pursuant to the authority established in Article VII of this Chapter for unsafe building abatement.

Sec. 26-251. Appeals and variances.

(a) *Appeals to administrative decisions and interpretations.* The owner of a building, structure, building component or life safety system, or their duly authorized agent (the "appellant"), may appeal a decision of the Chief Building Official or Fire Code Official to the Board whenever any one of the following conditions are claimed to exist:

- (1) the Chief Building Official or Fire Code Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure, building component, or life safety system;
- (2) the provisions of a standardized building code do not apply in this specific case;
- (3) that an equally good or more desirable form of installation can be employed in any specific case; or
- (4) the true intent and meaning of a standardized building code or any of the regulations thereunder have been misconstrued or incorrectly interpreted.

(b) *Form of appeal.* To be effective, the appellant must appeal in writing on a form established by the City and must specify and/or provide evidence of the following:

- (1) a citation to the section of the standardized building code, state statute, ordinance, or other law that is the subject of the appeal;
- (2) the earliest date on which the Chief Building Official or Fire Code Official communicated the decision which is the subject of the appeal to the appellant, or, if more than one decision is alleged to be in error, the date each decision was communicated;
- (3) a summary of the decision made by the Chief Building Official or Fire Code Official which is the basis for the appeal;
- (4) if the decision of the Chief Building Official or Fire Code Official was made in writing, a copy of the document in which the decision is stated;
- (5) the specific grounds upon which the appeal is based;
- (6) an alternative, but equally effective, way of addressing the code provision;
- (7) a description of the property affected by the decision of the Chief Building Official or Fire Code Official which is sufficient to identify the location and boundaries of the property;

- (8) the reason the appellant should be considered a person aggrieved by the decision; and
- (9) the signature of the appellant.

(c) *Perfection of appeal.* An appeal shall be deemed timely filed and perfected only if the notice of appeal:

- (1) Is filed with the Director of Development Services not later than ten (10) business days after the date on which the decision of the Chief Building Official or Fire Code Official was communicated to the appellant;
- (2) Is accompanied by the filing fee established by the City Council; and
- (3) Contains all the information set forth in subsection (b) of this section.

(d) *Hearing date.* Unless a later date is requested in writing from the appellant, the Board shall hold a hearing not later than ten (10) business days after the filing and perfection of the notice of appeal. The Board shall render a decision within five (5) business days. If the Board does not convene to hear an appeal within the ten (10) business days after the City's receipt of the written appeal or fails to reach a decision within the five (5) business days thereafter, the application for appeal shall be submitted to City Council for consideration and final action at a regular meeting.

(e) *Variances.* The Board, when so appealed to and after a hearing, may grant a variance to the application of any provision of a standardized building code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the standardized building codes or public interest, and also finds each of the following:

- (1) that special conditions and circumstances exist which are peculiar to the building, structure, building component, or life safety system involved and which are not applicable to others;
- (2) that the special conditions and circumstances do not result from the action or inaction of the applicant;
- (3) that granting the variance requested will not confer on the applicant any special privilege that is denied by a standardized building code to other buildings, structures, building component, or life safety system;
- (4) that the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, building component, or life safety system; and

(5) that the grant of the variance will be in harmony with the general intent and purpose of this standardized building code, this chapter, and will not be detrimental to the public health, safety and welfare.

(f) *Required vote.* The concurring vote of a majority of all members of the Board, to include an alternate member(s) when substituting for and acting as a regular member is required to modify or reverse an order, requirement, decision, or determination of the Chief Building Official or Fire Code Official.

(g) *Conditions of the Variance.* In granting the variance, the Board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the Board may prescribe appropriate conditions and safeguards in conformity with the standardized building code. Violation of the conditions of a variance is prohibited.

(h) *Authority of Chief Building Official and Fire Code Official not diminished.* The authority granted to the Board to approve variances shall not be construed as diminishing the authority granted the Chief Building Official or Fire Code Official to approve modifications pursuant to this Chapter."

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

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

SECTION THIRTEEN. This Ordinance shall become effective immediately upon approval.

PASSED AND APPROVED ON FIRST READING, this the 13th day of July, A.D., 2010.

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

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

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

SUBJECT: Approve the Resolution Authorizing the Transfer of Funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to Pay for Employee Related Benefits for FY11

FOR AGENDA OF: July 27, 2010 **DATE SUBMITTED:** July 16, 2010

SUBMITTED BY: Kimberly Meismer *KM* **CLEARANCES:**
Director of General Operations

EXHIBITS: Resolution

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *W*

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
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(Fees are a part of the Group Insurance line item and are spread among all divisions.)

PAYMENT TO BE MADE TO: Humana and/or Kanawha Insurance Company
REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Due to the action taken by the Trustees of the Employee Benefit Trust to accept the contracts and authorize the City Manager to sign such contracts for FY11 employee benefits, Council will now need to consider approval of the resolution authorizing the transfer of funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for the employee benefits for FY11.

RECOMMENDATION

The Director of General Operations recommends City Council authorize the transfer of funds in the amount not to exceed \$7,800 per employee from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for employee benefits for FY11.

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

**A RESOLUTION AUTHORIZING THE TRANSFER OF THE OWNERSHIP
OF FUNDS FROM THE CITY OF KERRVILLE TO THE CITY OF
KERRVILLE EMPLOYEE BENEFITS TRUST TO PAY FOR EMPLOYEE
RELATED BENEFITS**

WHEREAS, the City Council has created an Employee Benefits Trust (the "Trust") for the administration of employee benefits; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it in the public interest to transfer the ownership of the fund where gross premiums and revenue are maintained for the City's various life, disability, sick, accident, and other health benefits;

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

The City Council of the City of Kerrville, Texas, authorizes the transfer of the ownership of the City of Kerrville Internal Service Fund "05 Flex Fund Insurance" to the City of Kerrville Employee Benefits Trust.

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

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

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

SUBJECT: Approval of 2011 proposed budget for KCAD

FOR AGENDA OF: July 27, 2010 **DATE SUBMITTED:** July 22, 2010

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

EXHIBITS:

1. Letter from KCAD and Notice of Public Hearing
2. 2011 proposed budget
3. Resolution

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 City Council direction at its meeting of July 13, 2010, staff contacted the Kerr Central Appraisal District (KCAD) regarding the pay adjustments proposed in their 2011 Proposed Budget. KCAD stated that the salary increases requested were based on an analysis of current market rates. Salary increases range from a high of 10% for two Field Appraiser positions to no adjustments for the Ag Appraiser and for the Chief Appraiser. Overall, requested salary adjustments are an increase of 2% over the current year.

RECOMMENDED ACTION

It is recommended that the City Council approve the 2011 Proposed Budget.

KERR CENTRAL APPRAISAL DISTRICT B.O.D.
P. O BOX 294387 / 1836 JUNCTION HIGHWAY RECEIVED
KERRVILLE, TEXAS 78029-4387

JUN 2 2010

June 25, 2010

Taxing Entities served by Kerr Central Appraisal District

Re: 2011 Proposed Budget & Notice of Budget Hearing

Dear Presiding Officer:

The Board of Directors has prepared the Kerr Central Appraisal District's operating budget for 2011. A copy of the 2010 Budget is included.

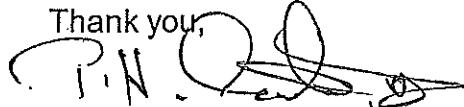
The Board has set July 29, 2010 at 2:00 PM for the public hearing at the Kerr Central Appraisal District office at 1836 Junction Highway in Kerrville, Texas for consideration of the 2011 Appraisal District Operating Budget. If the budget is approved at the public hearing then it will take effect immediately for the 2011 tax year unless vetoed or disapproved by a majority of the eligible governing bodies being the county, school districts and cities served by the appraisal district.

A majority of the voting taxing units must pass resolutions vetoing or disapproving the adopted budget within 30 days after the date the budget is adopted. A copy of the process taken from the Appraisal District Director's Manual is enclosed.

If you have any questions concerning the 2011 Proposed Budget please contact your representative on the Appraisal District Board of Directors or the chief appraiser.

If you need preliminary values in order to assist you in preparing your own operating budget please get in touch with Deputy Chief, Sharon Capeheart.

Thank you,



P.H. "Fourth" Coates
Chief Appraiser

28
CITY OF KERRVILLE, TEXAS
RESOLUTION NO. -2010

**A RESOLUTION PROVIDING FOR THE CITY'S APPROVAL OR
DISAPPROVAL OF THE KERR CENTRAL APPRAISAL DISTRICT'S
FISCAL YEAR 2011 BUDGET**

WHEREAS, the Kerr Central Appraisal District ("KCAD") submitted its proposed fiscal year 2011 budget to the City Council for consideration; and

WHEREAS, pursuant to state law, the City Council must consider KCAD's budget and in the event Council does not approve, it must indicate this action via a resolution; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to either approve or disapprove of said proposed budget as is indicated below;

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

The Kerr Central Appraisal District's proposed fiscal year 2011 budget, as set forth in **Exhibit A**, is _____ (APPROVED OR DISAPPROVED).

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

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

2011 Proposed Budget

Kerr Central Appraisal District
P.O. Box 294387
1836 Junction Highway
Kerrville, TX 78029-1885
(830) 895-5223

BOARD MEMBERS

Kirk Griffin, Chairman
Charles Lewis, Vice Chair
William H. "Hank" Moody, Secretary
Ray Orr
Mark Bigott
Diane Bolin, CTAC

P. H. Coates, IV
Chief Appraiser

Sharon E. Capeheart
Deputy Chief

5006 Salaries:

	Positions	2010	2011	Merit	\$ Increase
IV	Chief Appraiser	\$ 80,840	\$ 80,840		\$ -
Sharon	Deputy Chief	\$ 54,699	\$ 55,790	2%	\$ 1,091.00
Mike	Senior Appraiser	\$ 50,952	\$ 52,000	2%	\$ 1,048.00
Jesse	Comm. App. RPA	\$ 37,746	\$ 38,000	1%	\$ 254.00
Jason	Field Appraiser RPA	\$ 35,044	\$ 37,000	6%	\$ 1,956.00
Kathy L.	Ag Appraiser RPA	\$ 35,018	\$ 35,018	0%	\$ -
Michael	Field Appraiser III	\$ 32,298	\$ 35,500	10%	\$ 3,202.00
Russell	Field App I	\$ 25,750	\$ 28,250	10%	\$ 2,500.00
D.J.	Abstractor	\$ 31,616	\$ 32,000	1%	\$ 384.00
Rob	GIS Manager	\$ 45,634	\$ 46,550	2%	\$ 916.00
Kathy J.	Exemption Spec. II	\$ 29,078	\$ 29,500	1%	\$ 422.00
Jo	Exemption Spec. I	\$ 26,225	\$ 27,250	4%	\$ 1,025.00
TOTALS		\$484,900	\$497,698	2.64%	\$12,798.00

Medical

<u>Position</u>	<u>Salary</u>	<u>Ins</u>	<u>Retirement</u>	<u>Medicare</u>	<u>Unemp.</u>	<u>Disability</u>	<u>Totals</u>
Chief Appraiser	\$80,840	\$7,166	\$6,467	\$1,172	\$189	\$667	\$96,501
Deputy Chief	\$55,790	\$7,166	\$4,463	\$809	\$189	\$667	\$69,084
Senior Appraiser	\$52,000	\$7,166	\$4,160	\$754	\$189	\$667	\$64,936
Comm. App RPA	\$38,000	\$7,166	\$3,040	\$551	\$189	\$667	\$49,613
Field Appr. RPA	\$37,000	\$7,166	\$2,960	\$537	\$189	\$667	\$48,518
Ag Appr. RPA	\$35,018	\$7,166	\$2,801	\$508	\$189	\$667	\$46,349
Field Appr. RPA	\$35,500	\$7,166	\$2,840	\$515	\$189	\$667	\$46,876
Fied Appr. II	\$28,250	\$7,166	\$2,260	\$410	\$189	\$667	\$38,941
Abstractor	\$32,000	\$7,166	\$2,560	\$464	\$189	\$667	\$43,046
GIS Manager	\$46,550	\$7,166	\$3,724	\$675	\$189	\$667	\$58,971
Exemp Spec II	\$29,500	\$7,166	\$2,360	\$428	\$189	\$667	\$40,309
Exemp Spec I	<u>\$27,250</u>	<u>\$7,166</u>	<u>\$2,180</u>	<u>\$395</u>	<u>\$189</u>	<u>\$667</u>	<u>\$37,847</u>
Totals	\$497,698	\$85,992	\$39,816	\$7,217	\$2,268	\$8,000	\$640,990

The line item for salaries is a total increase of \$11,223 or a 2.64% total increase over last year. It is in the best interest to our taxing entities if our well trained and educated employees are retained. There was no C.O.L.A. applied to this year's salaries as the indications are that there will not be a cost of living increase anticipated per Social Security for 2011. It is imperative that Kerr CAD remain competitive in the job market in order to retain trained quality personnel. There will be a total of 12 staff members for this year and the total salary line item is \$497,698. We are required by our recent Methods Assistance Program administered by the State of

the required rudimentary training required by the State estimated at \$2,500. The line item for the ARB will remain at \$12,500.

Reimbursement per Member	\$2,000
Number of Members	<u>X 5</u>
TOTAL	\$10,000
Education	<u>+\$2,500</u>
TOTAL	\$12,500

5034 - Vehicle Replacement Reserve: The allocated amount for vehicle replacement will remain at \$8,000 for this year.

5035 - Travel and Mileage: The heaviest driving period for the CAD is the fall and winter months during our appraisal period. This line item also includes maintenance and tires. This item also includes other travel expense and also pertains to meals and hotel expense when employees are sent to school. The total for this item will remain unchanged at \$15,000.

5040 - Annual Audit: Section 6.063 of the Property Tax Code requires that the district have an annual audit by a Certified Public Accountant. The 2010 financial year audit will be conducted in 2011. The current estimate for this audit is \$5,250.

5045 - Mapping Expense: The district has cooperated with Kerr County 911 as well as The City of Kerrville and KPUB to share cost in acquiring a new GIS system called Pictometry. Pictometry is a patented information system that combines aerial imaging with a state of the art software system that has the ability to allow an appraiser to view and measure any structure, intersection, fire hydrant, tree or any feature in the county from a laptop or workstation. This new technology will enable the district to increase productivity, cut down on field trips and enhance appraisal of existing as well as discovery of new taxable property. The investment is over a three year period which began in 2009 and will be \$8,093 per annum for a total of \$24,279 for Kerr CAD's portion. The line item for the existing GIS system will remain \$3,000 with the total for the Mapping Expense line item for this year remaining at \$11,093.

5055 - Debt Service – Building: The CAD building is owned by Kerr Central Appraisal District. Kerr CAD's note balance on the building will be approximately \$8,832 as of January 2011 and has a maturity date of May 24, 2011. The monthly payments are \$1,766.47 per month for a total of \$8,832.35 for 2010 when the note will be paid in full. It is recommended that the note be paid in full in January 2011 thereby saving some additional interest.

5060 - Deed Copies: In order to maintain correct property ownership, KCAD is required to purchase copies of real property deeds from the Kerr County Clerk. In 2008 the County Clerk began supplying the district with a CD format instead of paper. This resulted in a significant cost savings to the district. This item will remain at \$1,000 for this year.

5070 - Leased Equipment: The CAD leases a copy machine and a postage machine. A new copy machine was leased in 2010 which resulted in a higher number for this line item being \$5,688 for this year.

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

SUBJECT: Initiation of eminent domain proceedings for the acquisition of three general utility easements; the easements are required for public water and wastewater facilities that the City is constructing along Town Creek Road as a means of extending such services to the IH-10 and Harper Highway (FM 783) intersection and areas beyond.

FOR AGENDA OF: July 27, 2010

DATE SUBMITTED: July 23, 2010

SUBMITTED BY: Mike Hayes
City Attorney

CLEARANCES:

EXHIBITS: Photographs showing aerial view of subject property and approximate location of water and wastewater lines, Resolution, and property descriptions

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account: \$15,000	Amount Budgeted: \$	Account Number:
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PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

For the past several years, City staff has attempted to acquire general utility easements from multiple property owners. The City requires the easements for the City's Harper Highway Utility Construction Project. This project will extend water and wastewater services north from Holdsworth Drive to the IH-10 and Harper Highway (FM 783) intersection and areas beyond. Of 22 required easements, the City has acquired all of the easements except for three, which are the subject of this agenda item and proposed Council action.

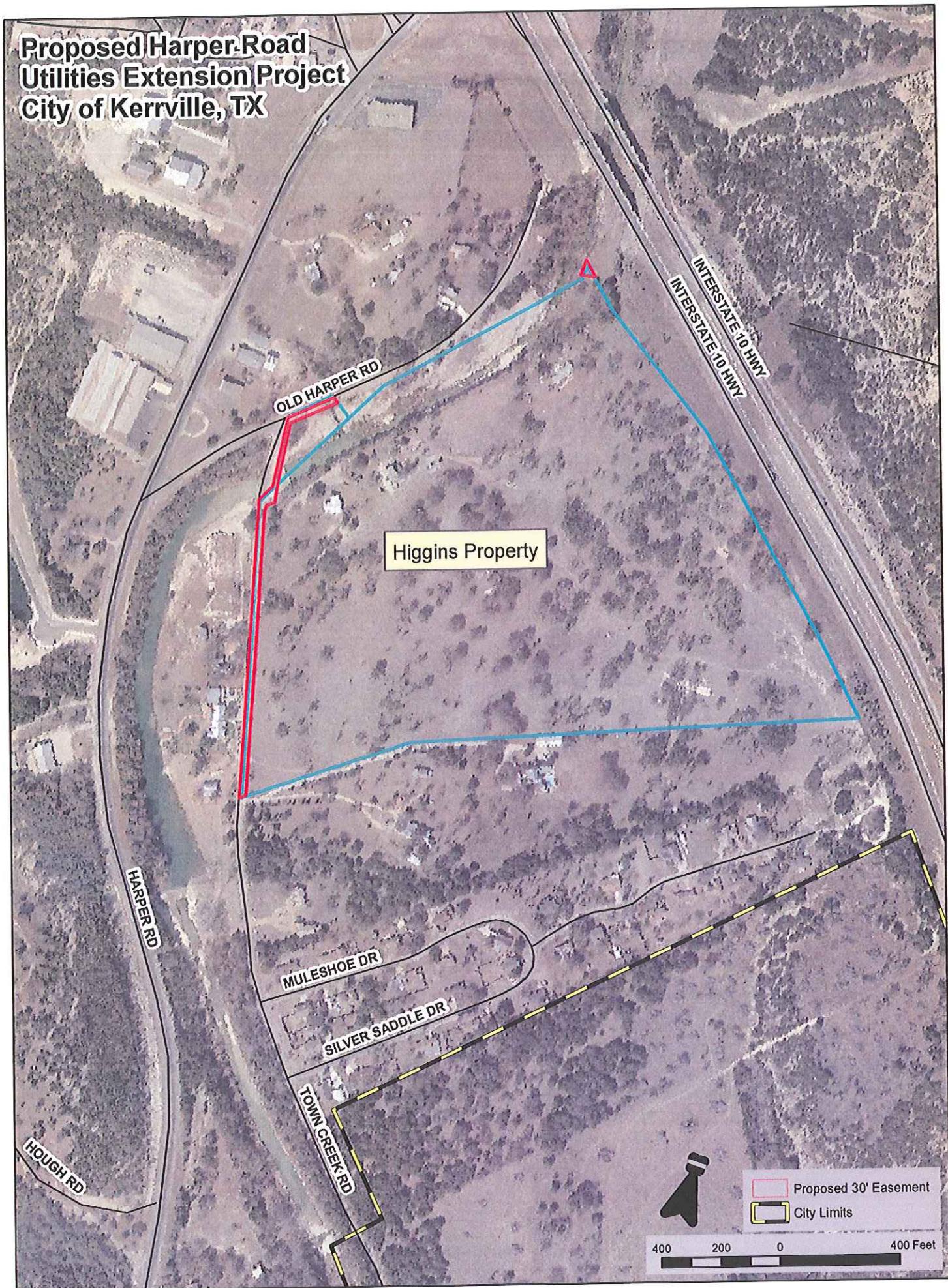
Each easement is located along the property boundaries and the City received an appraisal for each. The combined appraised value for all three easements was \$11,121.00. City staff provided a copy of the appraisal to the property owner and offered to pay this amount. To date, the owner has not accepted this offer.

The City recently awarded the bid for the construction of this project and the contractor has begun work. The City Attorney recommends the initiation of eminent domain proceedings for the City's acquisition of the three remaining easements.

RECOMMENDED ACTION

Adopt Resolution authorizing the commencement of eminent domain proceedings to acquire the three easements necessary for the construction and maintenance of public water and wastewater facilities.

**Proposed Harper Road
Utilities Extension Project
City of Kerrville, TX**



NOTE STAKE LOCATION
FOR HIGGIN'S EASEMENT

WATER

WASTEWATER

HIGGIN'S EXHIBIT 1

HIGGIN'S DRIVE
ENTRANCE



WASTEWATER
PIPE

HIGGIN'S EXHIBIT 2

HIGGIN'S DRIVE
ENTRANCE

WASTEWATER

WATER

HIGGIN'S EXHIBIT 3

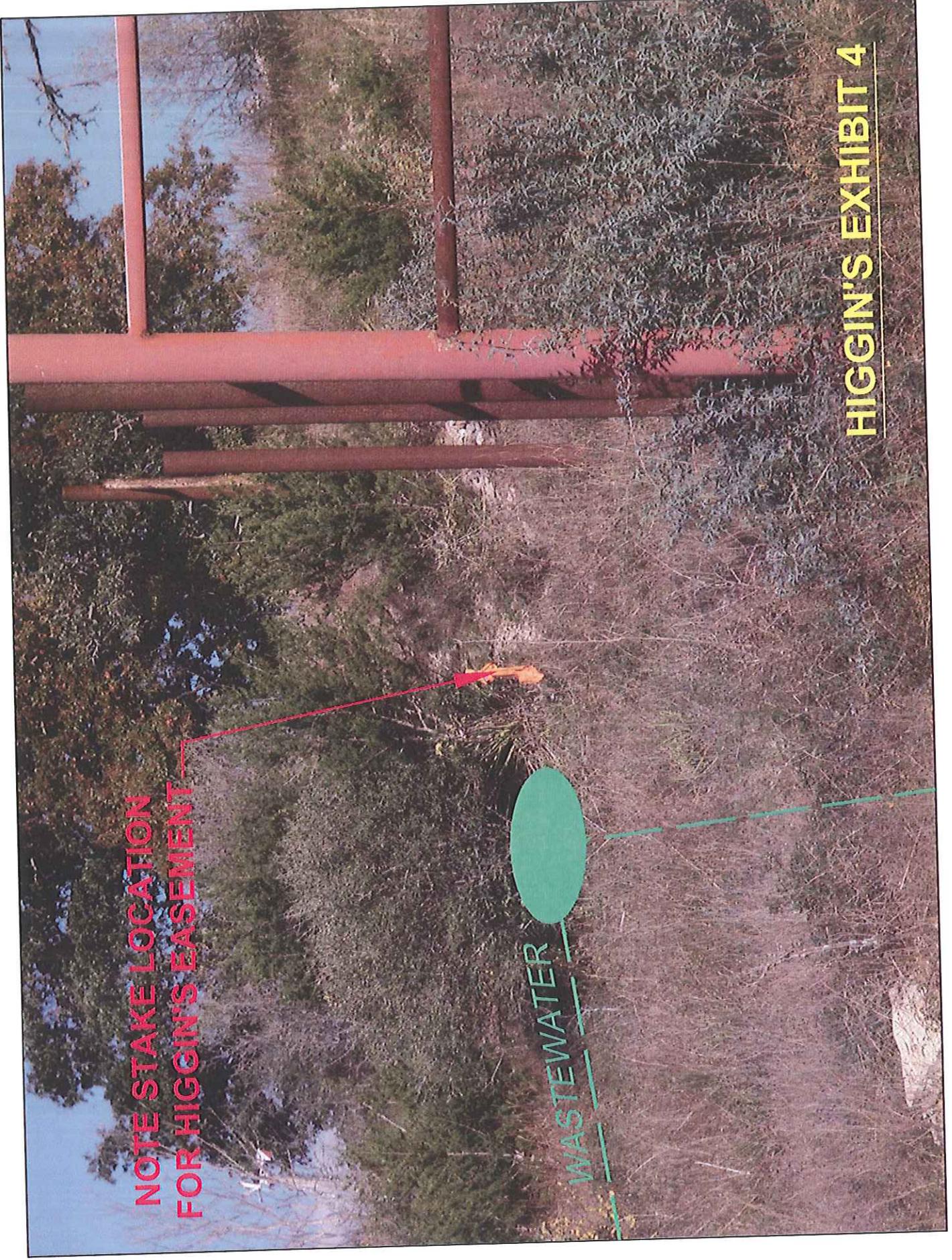
HIGGIN'S EXHIBIT 4

**NOTE STAKE LOCATION
FOR HIGGIN'S EASEMENT**

WASTEWATER



WATER

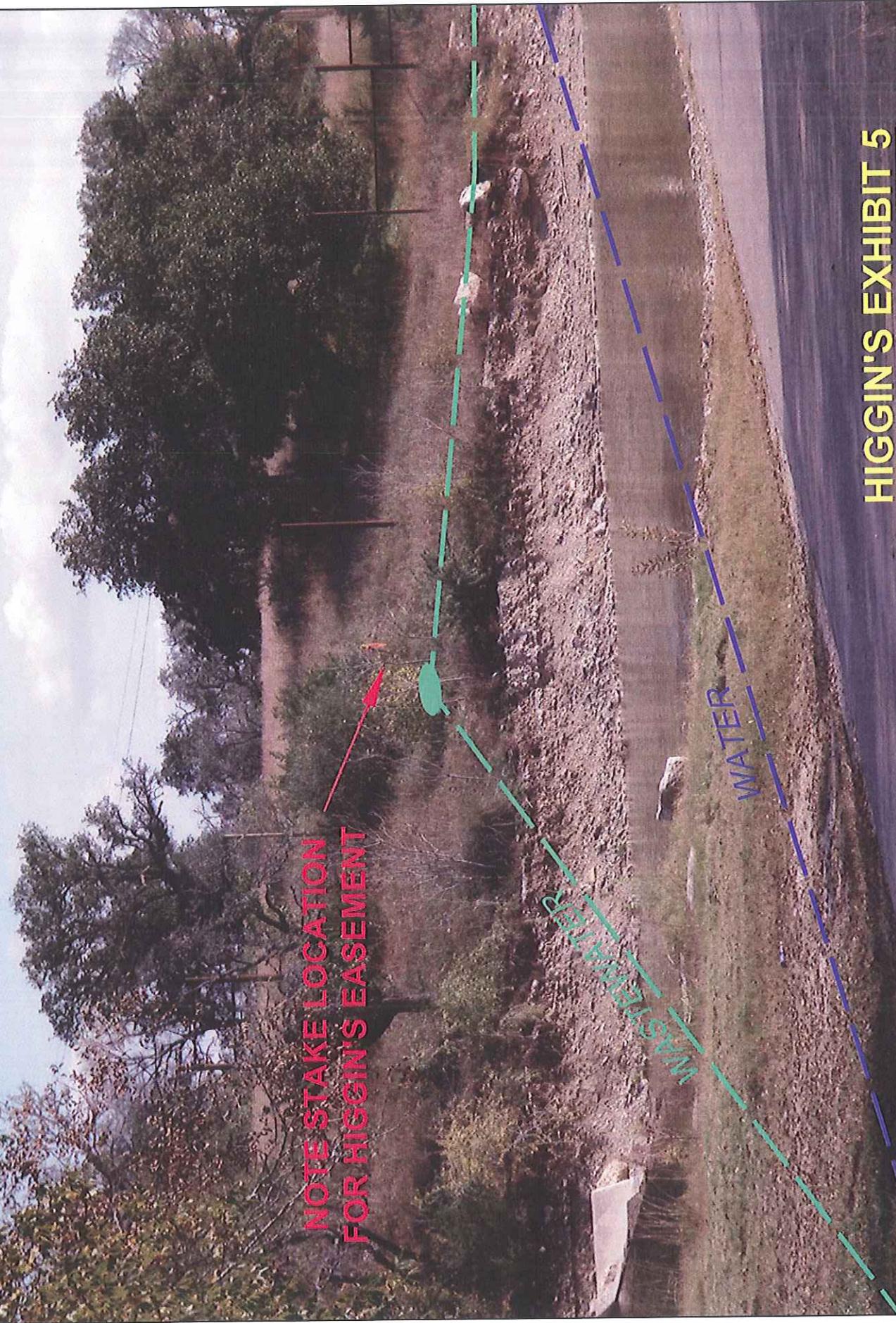


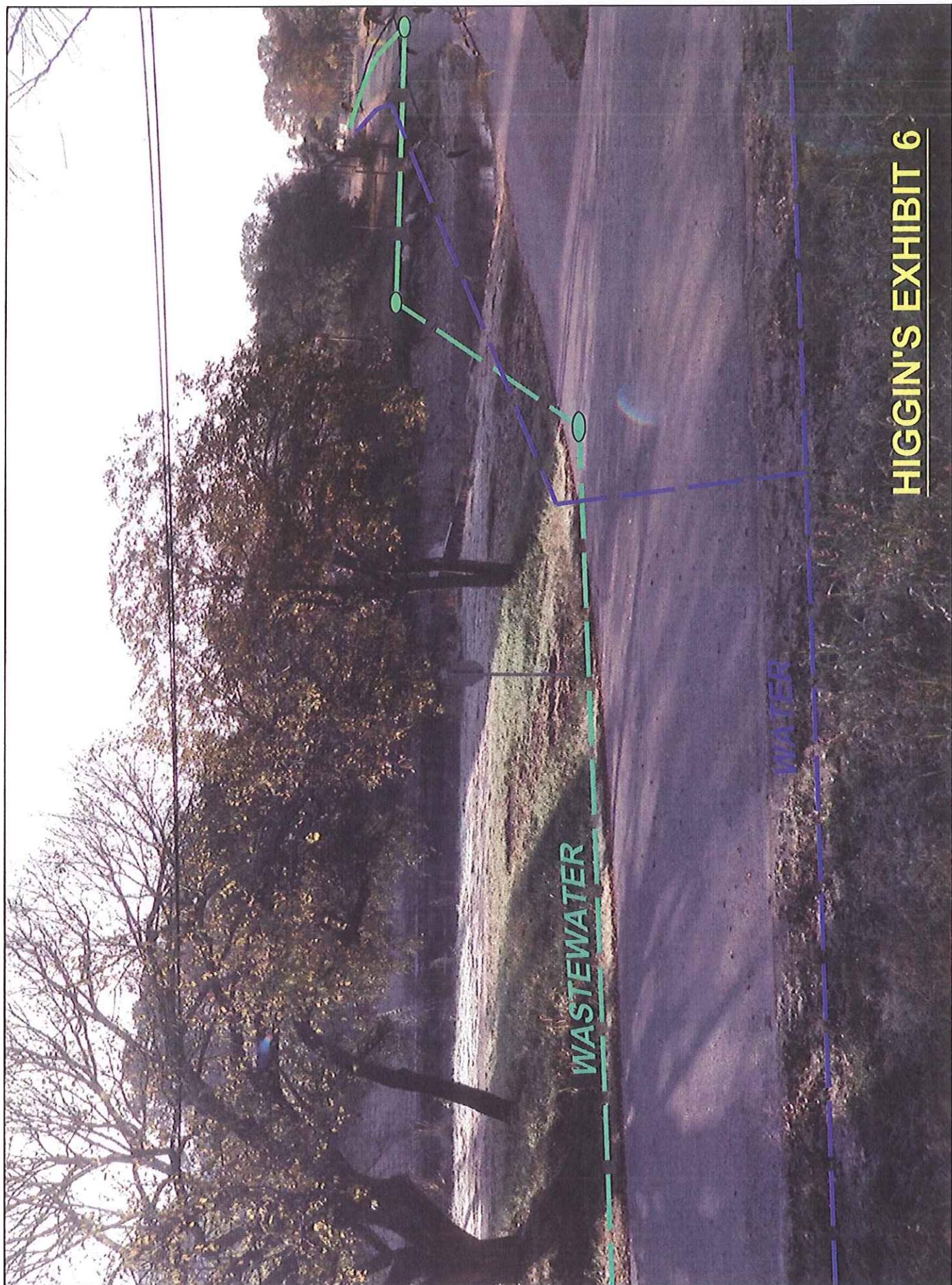
HIGGIN'S EXHIBIT 5

**NOTE STAKE LOCATION
FOR HIGGIN'S EASEMENT**

WATER

**WATER
LINE
SOUTH**





HIGGIN'S EXHIBIT 6

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ____-2010

A RESOLUTION MAKING FINDINGS CONCERNING THE ACQUISITION OF THREE GENERAL UTILITY EASEMENTS AS DESCRIBED HEREIN; DETERMINING THAT THESE PROPERTY INTERESTS ARE NEEDED FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC WATER AND WASTEWATER FACILITIES WHICH THE CITY WILL INSTALL ALONG TOWN CREEK ROAD AS A MEANS OF EXTENDING SUCH UTILITY SERVICES TO THE IH-10 AND HARPER HIGHWAY (FM 783) INTERSECTION AND AREAS BEYOND; CONFIRMING AND RATIFYING THE FINAL OFFER MADE BY THE CITY TO THE OWNER(S) OF SUCH PROPERTY INTERESTS; AND AUTHORIZING THE CITY ATTORNEY TO ACQUIRE THE PROPERTY INTERESTS THROUGH AN EMINENT DOMAIN PROCEEDING

WHEREAS, the City Council now finds and determines that public convenience and necessity requires the City to acquire three general utility easements for the construction and maintenance of a public water and wastewater facilities. More specific descriptions of the easements are attached as **Exhibit A** (the "Easements"); and

WHEREAS, the City, through its Director of Development Services, and based upon an appraisal which estimated the fair market value of the Easements, has negotiated in good faith for the City's purchase of the Easements; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to authorize the commencement of eminent domain proceedings against the property owner(s) so that the City may acquire the Easements, which are required for the public water and wastewater project;

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

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

SECTION TWO. The City Council of the City of Kerrville confirms and ratifies that bona fide, good faith negotiations have been conducted by authorized representatives of the City for the acquisition of the Easements and that the owner(s) of the Easements has rejected the City's final offer such that the only way for the City to acquire the Easements is through the initiation of an eminent domain action.

SECTION THREE. The Easements are needed for the construction and maintenance of water and wastewater facilities.

SECTION FOUR. The City Attorney is authorized to bring eminent domain proceedings on behalf of the City under applicable laws, including Section 12.01 of the City Charter, Section 251.001 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, or by any other law, against the owner(s) of the Easements.

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

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

EXHIBIT "A"

PARCEL NO. 10NE:

FIELD NOTES DESCRIPTION FOR A VARIABLE WIDTH
UTILITY EASEMENT ACROSS PART OF THE EDWIN D.
HIGGINS LAND IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land out of Jesus Hernandez Survey No. 548, Abstract No. 189, in Kerr County, Texas; part of 49.97 acres conveyed to Edwin D. Higgins, et al, from Lee Roy Kleypas by a Warranty Deed with Vendor's Lien executed the 28th day of June, 1996 and recorded in Volume 857 at Page 35 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at a lone fence post in the southwest right-of-way line of Interstate Highway No. 10 for the northwest corner of the herein described tract and said 49.97 acres, in the east line of 7.87 acres conveyed to H. H. Hilburn, Jr., et ux, from E. O. Loudon, et ux, by a Warranty Deed with Vendor's Lien executed the 15th day of May, 1954 and recorded in Volume 96 at Page 286 of the Deed Records of Kerr County, Texas; which point bears 0.86 ft. S.00°44'22"W. from a found $\frac{1}{2}$ " iron stake;

THENCE, with the northeast line of said 49.97 acres, the southwest right-of-way line of said Interstate Highway No. 10, S.48°36'43"E. (S.48°36'24"E.) 62.36 ft. to a $\frac{1}{2}$ " iron stake set for a east corner of the herein described tract, from which a found concrete right-of-way marker bears S.48°36'43"E. 118.61 ft.;

THENCE, upon, over and across said 49.97 acres, S.77°24'54"W. 48.62 ft. to a $\frac{1}{2}$ " iron stake set for the southwest corner of the herein described tract in the common line between said 49.97 acres and said 7.87 acres;

THENCE, with the common line between said 49.97 acres and said 7.87 acres, N.00°44'22"E. (N.00°40'01"E.) 51.83 ft. to the PLACE OF BEGINNING containing 0.03 acre of land, more or less, within these metes and bounds.

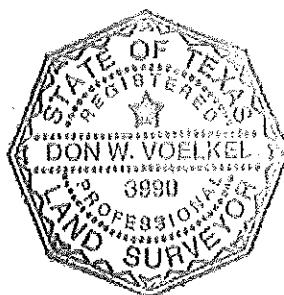
I hereby certify that these field notes and accompanying plat are accurate descriptions of the property contained therein as determined by a survey made on the ground under my direction and supervision, and that all property corners are marked as stated. (Bearing basis = True north based on GPS observations)

Date surveyed: May 14, 2007 – July 28, 2008

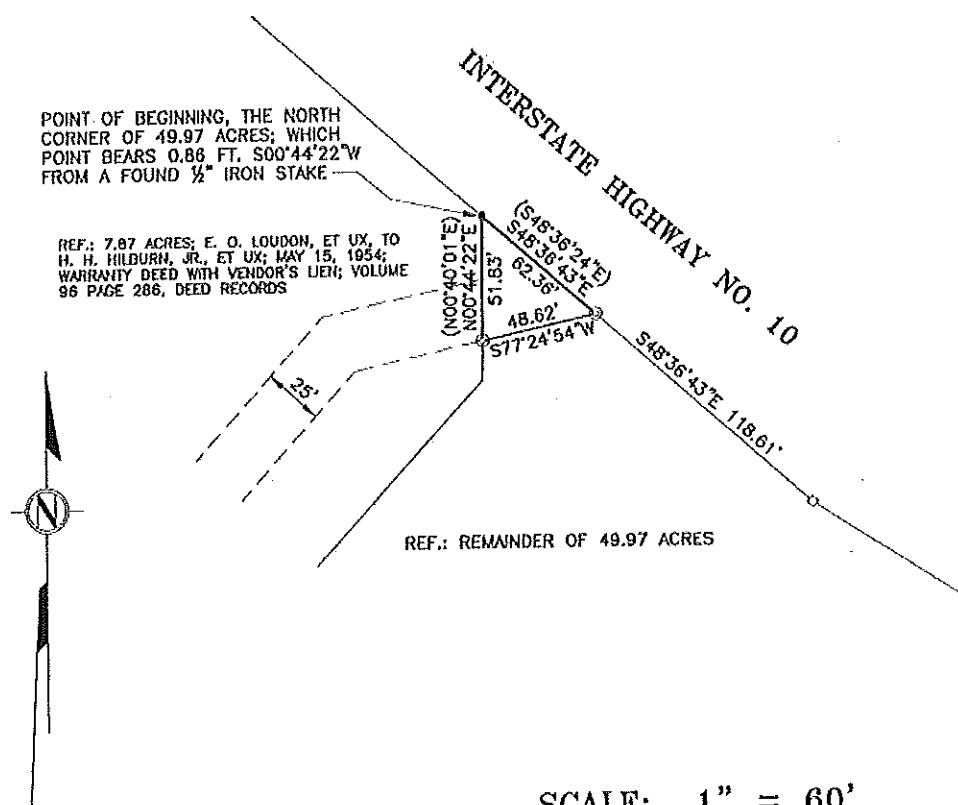
Dated this 30th day of September, 2008



Don W. Voelkel
Registered Professional Land Surveyor No. 3990



SURVEY PLAT FOR 0.03 ACRE OF LAND, MORE OR LESS, OUT OF JESUS HERNANDEZ SURVEY NO. 548, ABSTRACT NO. 189, IN KERR COUNTY, TEXAS; BEING A VARIABLE WIDTH STRIP OF LAND OUT OF 49.97 ACRES CONVEYED TO EDWIN D. HIGGINS, ET AL, FROM LEE ROY KLEYPAS BY A WARRANTY DEED WITH VENDOR'S LIEN EXECUTED THE 28TH DAY OF JUNE, 1996 AND RECORDED IN VOLUME 857 AT PAGE 35 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS



SCALE: 1" = 60'

- FENCEPOST
- FOUND 1/2" IRON STAKE
- ◎ SET "P-K" NAIL
- SET 1/2" IRON STAKE
- X — FENCE LINE
- U — OVERHEAD UTILITY LINES
- O — POLE GUY & ANCHOR
- FOUND CONCRETE R-O-W MARKER
- RECORD CALLS SHOWN IN PARENTHESES

I hereby certify that this plot and accompanying field notes description are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, and that all property corners are marked as shown.
(Bearing basis = True north based on GPS observations)

Date surveyed: May 14, 2007 – July 28, 2008

Dated this 30th day of September, 2008

Don W. Voelkel
Registered Professional Land Surveyor No. 3990
CofK.HarperRd.Utilities.Parcel_10NE.dwg



EXHIBIT "A" cont'd.

PARCEL NO. 10NW:

FIELD NOTES DESCRIPTION FOR A VARIABLE WIDTH
UTILITY EASEMENT ACROSS PART OF THE EDWIN D.
HIGGINS LAND IN KERR COUNTY, TEXAS

Being all of a certain strip, tract or parcel of land out of Jesus Hernandez Survey No. 548, Abstract No. 189, in Kerr County, Texas; part of 0.66 acre conveyed to Edwin D. Higgins, et al, from HLO Partners I, Ltd. by a Warranty Deed executed the 25th day of February, 1997 and recorded in Volume 888 at Page 582 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at a $\frac{1}{2}$ " iron stake found in the approximate center of "Old" Harper Road, for the north corner of the herein described tract and said 0.66 acre, the east corner of 1.15 acres conveyed to Kerrville Pentecostals, Inc. from HLO Partners I, Ltd. by a Warranty Deed with Vendor's Lien executed the 1st day of September, 2005 and recorded in Volume 1465 at Page 464 of the Real Property Records of Kerr County, Texas;

THENCE, with the northeast line of said 0.66 acre, S.54°19'40"E. (S.54°51'E.) 20.14 ft. to a $\frac{1}{2}$ " iron stake set in the approximate southeast right-of-way line of said "Old" Harper Road at a west corner of 7.87 acres conveyed to H. H. Hilburn, Jr., et ux, from E. O. Loudon, et ux, by a Warranty Deed with Vendor's Lien executed the 15th day of May, 1954 and recorded in Volume 96 at Page 286 of the Deed Records of Kerr County, Texas;

THENCE, with the common line between said 0.66 acre and said 7.87 acres, S.54°19'49"E. (S.54°51'E.) 1.13 ft. to a $\frac{1}{2}$ " iron stake set for the east corner of the herein described tract;

THENCE, upon, over and across said 0.66 acre: with approximate southeast right-of-way line of said "Old" Harper Road, S.47°50'11"W. 174.69 ft. to a $\frac{1}{2}$ " iron stake set for a reentrant corner of the herein described tract; S.06°37'15"E. 113.01 ft. to a set $\frac{1}{2}$ " iron stake; and S.17°14'43"E. 71.99 ft. to a "P-K" nail set in the common line between said 0.66 acre and 49.97 acres conveyed to Edwin D. Higgins, et al, from Lee Roy Kleypas by a Warranty Deed with Vendor's Lien executed the 28th day of June, 1996 and recorded in Volume 857 at Page 35 of the Real Property Records of Kerr County, Texas;

THENCE, with the common line between said 0.66 acre and said 49.97 acres, S.28°33'36"W. (S.28°29'13"W.) 40.62 ft. to a "P-K" nail set for the south corner of the herein described tract and said 0.66 acre in the approximate east right-of-way line of Town Creek Road;

THENCE, with the west line of said 0.66 acre, the approximate east right-of-way line of said Town Creek Road, N.06°34'26"W. 233.66 ft. (N.06°11'W. 230.17 ft.) to a "P-K" nail set in the approximate center of said "Old" Harper Road for the northwest corner of the herein described tract and said 0.66 acre, a southwest corner of said 1.15 acres;

THENCE, with the common line between said 0.66 acre and said 1.15 acres along the approximate center of said "Old" Harper Road, N.47°21'01"E. 168.59 ft. (N.46°02'E. 168.59 ft.) to the PLACE OF BEGINNING containing 0.14 acre of land, more or less, within these metes and bounds.

EXHIBIT "A" cont'd.

Page 2 – A Variable Width Utility Easement across part of the
Edwin D. Higgins land in Kerr County, Texas

I hereby certify that these field notes and accompanying plat are accurate descriptions of the property contained therein as determined by a survey made on the ground under my direction and supervision, and that all property corners are marked as stated. (Bearing basis = True north based on GPS observations)

Date surveyed: May 14, 2007 – July 28, 2008
January 7, 2010

Dated this 12th day of April, 2010



Don W. Voelkel
Registered Professional Land Surveyor No. 3990



EXHIBIT "A" cont'd.

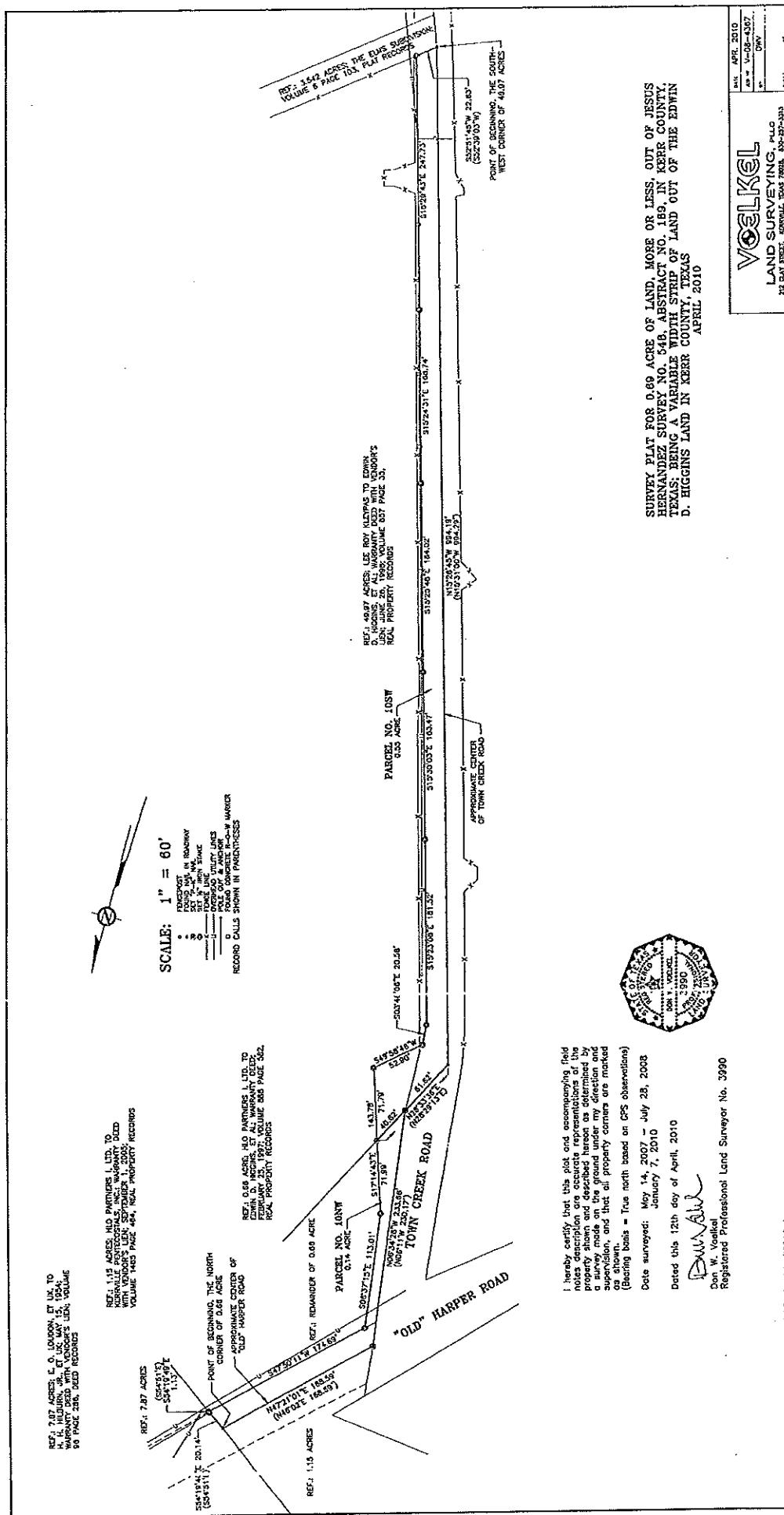


EXHIBIT "A" cont'd.

PARCEL NO. 10SW:

FIELD NOTES DESCRIPTION FOR A VARIABLE WIDTH
UTILITY EASEMENT ACROSS PART OF THE EDWIN D.
HIGGINS LAND IN KERR COUNTY, TEXAS

Being all of a certain strip, tract or parcel of land out of Jesus Hernandez Survey No. 548, Abstract No. 189, in Kerr County, Texas; part of 49.97 acres conveyed to Edwin D. Higgins, et al, from Lee Roy Kleypas by a Warranty Deed with Vendor's Lien executed the 28th day of June, 1996 and recorded in Volume 857 at Page 35 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

BEGINNING at a nail found in the approximate centerline of Town Creek Road for the southwest corner of the herein described tract and said 49.97 acres, the northwest corner of a 3.542 acre lot of The Elms Subdivision, the plat of which is recorded in Volume 6 at Page 103 of the Plat Records of Kerr County, Texas;

THENCE, with the southwest line of said 49.97 acres, the approximate centerline of said Town Creek Road, N.15°26'45"W. 994.19 ft. (N.15°31'00"W. 994.29 ft.) to a nail found for the most westerly corner of said 49.97 acres;

THENCE, with the northwest line of said 49.97 acres, N.28°33'36"E. (N.28°29'13"E.) 61.62 ft. to a "P-K" nail set at the south corner of 0.66 acre conveyed to Edwin D. Higgins, et al, from HLO Partners I, Ltd. by a Warranty Deed executed the 25th day of February, 1997 and recorded in Volume 888 at Page 582 of the Real Property Records of Kerr County, Texas;

THENCE, with the common line between said 49.97 acres and said 0.66 acre, N.28°33'36"E. (N.28°29'13"E.) 40.62 ft. to a "P-K" nail set for the north corner of the herein described tract;

THENCE, upon, over and across said 49.97 acres, each point marked with a set $\frac{1}{2}$ " iron stake: S.17°14'43"E. 71.79 ft.; S.49°58'46"W., at approximately 50 ft, crossing a fence, then continuing for a total distance of 52.90 ft.; and southwest of and generally parallel with said fence, S.03°46'06"E. 20.56 ft., S.15°23'08"E. 181.52 ft., S.15°30'03"E. 163.47 ft., S.15°25'48"E. 184.02 ft., S.15°24'31"E. 168.74 ft., and S.15°29'43"E. 247.73 ft. to the southeast corner of the herein described tract in the common line between said 49.97 acres and said 3.542 acres;

THENCE, with the common line between said 49.97 acres and said 3.542 acres, The Elms Subdivision, S.52°51'45"W. (S.52°39'03"W.) 22.63 ft. to the PLACE OF BEGINNING containing 0.55 acre of land, more or less, within these metes and bounds.

I hereby certify that these field notes and accompanying plat are accurate descriptions of the property contained therein as determined by a survey made on the ground under my direction and supervision, and that all property corners are marked as stated. (Bearing basis = True north based on GPS observations)

Date surveyed: May 14, 2007 – July 28, 2008
January 7, 2010

Dated this 12th day of April, 2010



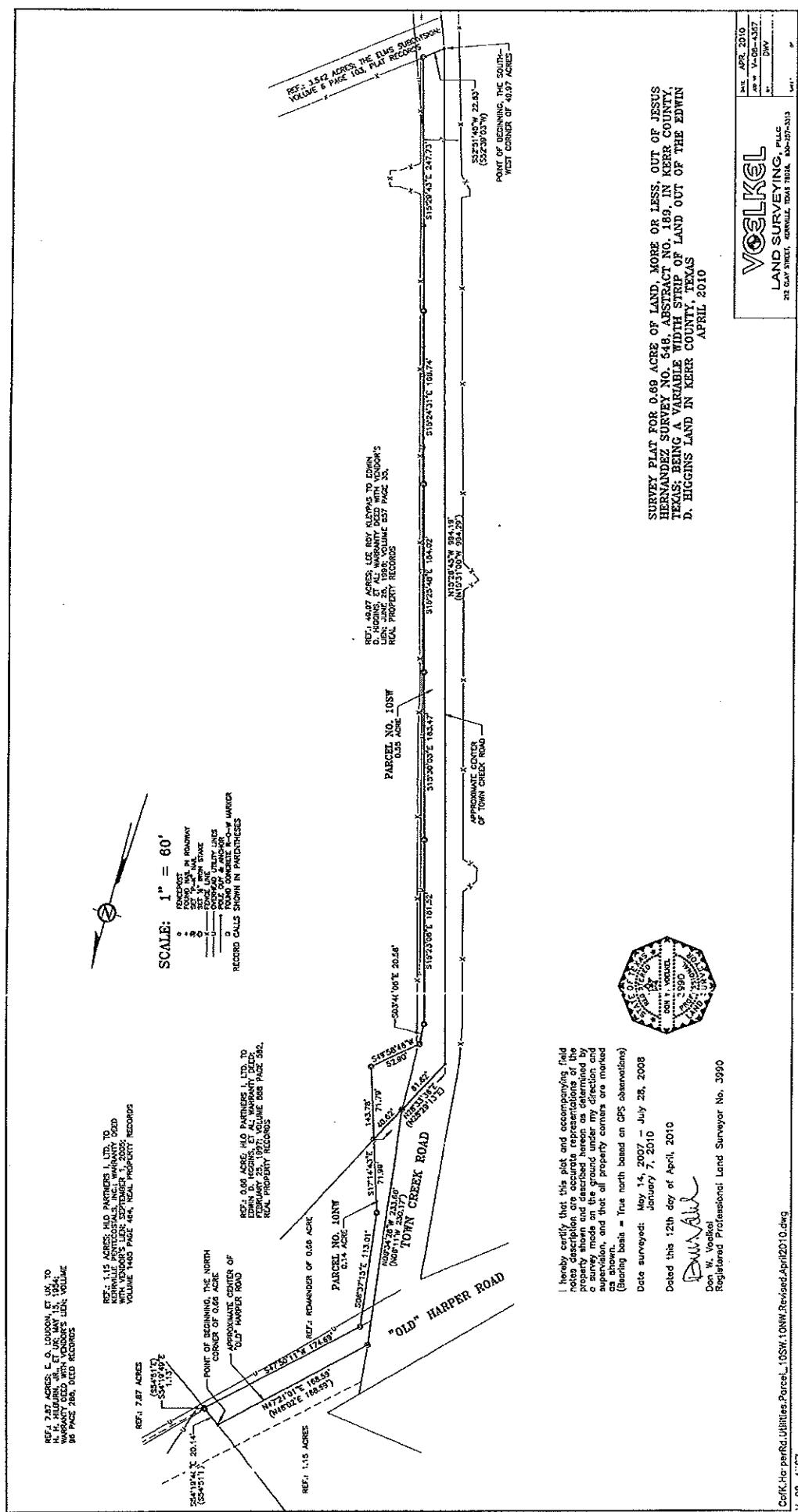
Don W. Voelkel
Registered Professional Land Surveyor No. 3990



VOELKEL

LAND SURVEYING, PLLC • PHONE: 830-756-1313 • 212 CLAY STREET, KERRVILLE, TEXAS 78028

EXHIBIT "A" cont'd.



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

SUBJECT: Update on Library renovation project by Jeana Lehman Krause, Executive Director of the Mary Elizabeth Holdsworth Library Foundation

FOR AGENDA OF: July 27, 2010

DATE SUBMITTED: July 15, 2010

SUBMITTED BY: Antonio Martinez
Library Director

CLEARANCES: Kimberly Meismer
Director of General Operations

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *[Signature]*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Jeana Krause, Executive Director of the Mary Elizabeth Holdsworth Library Foundation will discuss the following items:

- Operating capital contribution from Charles Butt/H.E.B.
- Filing of IRS Form 1023.
- Forthcoming events to introduce the Foundation to the community. The next event will be a "Mad Hatter Tea Party" scheduled for July 29.

RECOMMENDED ACTION

For information only, no action is recommended at this time.

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

SUBJECT: Desired Future Condition for the Trinity Aquifer set by Groundwater Management Area 9

FOR AGENDA OF: 07/27/10

DATE SUBMITTED: 07/16/10

SUBMITTED BY: Stuart Barron *SB* **CLEARANCES:** Charlie Hastings *CH*
Water/Wastewater Manager Public Works Director

EXHIBITS: Letter of support from the City of Kerrville to the Headwaters Groundwater Conservation District.

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *WP*

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

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Texas Water Development Board has various divisions and branches that work together to develop the State Water Plan. The City of Kerrville is actively represented in the Plateau Regional Water Planning Group, otherwise known as Region J. Region J has recently submitted its regional water plan that includes population projections, water shortage projections, and strategies to overcome those shortages.

Another branch of the Texas Water Development Board is the Groundwater Management Areas (GMA) of which the City is represented by our local Headwaters Groundwater Conservation District. Currently our Groundwater Management Area is GMA 9, which like all GMAs, have been tasked with developing a Desired Future Condition (DFC) for all relevant aquifers in their areas as part of the State's water plan. A Desired Future Condition is a planning tool used to identify the acceptable amount of water level drawdown in a particular aquifer over a fifty year planning cycle. DFCs shall be adopted by the GMAs and submitted to the Texas Water Development Board no later than September 2010. Adopted DFCs will be reevaluated at least every five years.

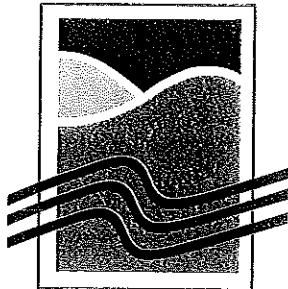
GMA 9 is now poised to set the DFC for all Trinity Aquifers, and have identified seven scenarios: scenario 1 being the most conservative (not allowing groundwater to be pumped at all) and scenario 7 being the least conservative (allowing for 120,000 acre-ft/year of pumping). The Lower Trinity is where the City has completed seven groundwater wells and

two ASR wells. That being the case, the City of Kerrville's Water Representative, the Water/Wastewater Manager, has written a letter of support for scenario number six (58 feet of drawdown in the Lower Trinity – equivalent to 100,000 acre-ft/year of pumping). This scenario was selected by combining population projections from the Region J Water Plan and the City of Kerrville's Comprehensive Plan, and extrapolating the two numbers to meet the fifty year planning cycle. Scenario number six could allow the City to increase permitted groundwater pumping 67% over the next fifty years.

For multiple reasons Headwaters Groundwater Conservation District voted three to one to support scenario number six at the next GMA 9 meeting to be held July 26, 2010. During this meeting, GMA 9's nine-member Board is scheduled to vote and potentially set the DFC for our area.

RECOMMENDED ACTION

This agenda item is for information and discussion, no action is required.



CITY OF KERRVILLE
PUBLIC WORKS
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

July 13, 2010

Headwaters Groundwater Conservation District
Attn: Gene Williams
125 Lehmann Drive, Suite 102
Kerrville, TX 78028

Regarding: Desired Future Conditions for the Lower Trinity Aquifer in Kerrville Texas

Dear Headwaters Groundwater Conservation District Board of Directors:

The City of Kerrville has a vested interest in the availability of groundwater in our area. Groundwater is a very important component in our source waters management, as we use surface water first when available then ASR water and lastly Groundwater. The City requires a groundwater pumping permit large enough to satisfy the City's water needs if no surface water is available. Since the purchase of the Water Treatment Plant in April 1998, the City has not used our total permitted amount of groundwater; nevertheless it is paramount that we have a reserve supply of groundwater available in case of prolonged drought.

As Groundwater Management Area (GMA) 9 is preparing to set a Desired Future Condition (DFC) for the Trinity Aquifers, the City feels propelled to request the volume of groundwater that may possibly be needed. The City's ten year historic growth average has been 1.7% a year. The City has adopted a comprehensive plan that shows our population 35,000 in 2027 and 42,000 in 2047. Our current population is 23,600. If extrapolated out to 2060 and using these numbers, the City of Kerrville will almost double for a total population 48,500 in the year 2060.

The Region J Water Plan shows the City of Kerrville's population growing to 29,545 people by 2060 (an increase of 21%). I know there is a big difference in these two numbers. I believe we should use the historical data and plan on doubling our population and pumping needs in the next 50 years. If one only considers the projected population, the City would be inclined to support scenario number seven (89 feet of drawdown in the Lower Trinity - doubling the groundwater permitting in fifty years).

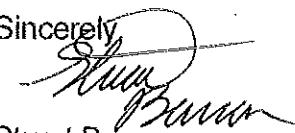
Looking at the bigger picture, GMA 9 is proposing a DFC for the area wide drawdown of 20 feet in scenario number five, 30 feet in scenario number six, or 40 feet in scenario number seven of the Overall Trinity. That being the case Groundwater Conservation Districts in GMA 9 that have wells completed in these aquifers would then be required to allocate their portion of the allotted water. Kerr County's DFC would be 21 feet, 39 feet, and 59 feet of drawdown in the Overall Trinity or 30, 58, or 89 feet, respectively, in the Lower Trinity. If this is indeed the case and Kerr County is managed on a county-wide average with updates every five years; then the City would support the adoption of scenario number six, 40 feet of drawdown in the Overall Trinity (58 feet in the Lower Trinity) for Kerr County averaged DFC.

The next big questions are:

Which wells are going to be monitored of the drawdown readings?

Is it going to be one well or an even average of numerous wells across the County or across GMA 9?

Sincerely,



Stuart Barron,
W/MW Division Manager

cc: Region J Water Planning Group
Attn: Jonathan Letz, Chairman
700 Main Street, Suite 101
Kerrville, Texas 78028

GMA 9 Coordinator
Attn: Ronald G. Fieseler
Blanco-Pedernales Groundwater Conservation District
P.O. Box 1516
Johnson City, Texas 78636

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: July 27, 2010

DATE SUBMITTED: July 16, 2010

SUBMITTED BY: Mike Erwin
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Economic Update

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *ME*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

No action required information purposes only.

CITY OF KERRVILLE
ECONOMIC UPDATE AS OF JULY 21, 2010

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	9.50%	9.70%	9.50%	↔	June
Consumer Confidence	52.9	63.3	49.3	↓	June
1 year T-Bills	0.25%	0.27%	0.45%	↓	7/21/10
State					
Monthly Unemployment	8.50%	8.00%	8.30%	↑	June
Monthly Sales Tax	\$1,607.0m	\$1,775.4m	\$1,571.7m	↑	June
Local					
Monthly Unemployment (Kerr Co.)	6.30%	6.00%	6.20%	↑	June
Median Listing Price	\$195,000	\$195,000	\$200,000	↔	7/21/10
Monthly Sales Tax	\$357,789	\$363,853	\$364,972	↓	July
Monthly EIC Tax	\$178,895	\$181,759	\$182,486	↓	July
Monthly HOT	\$77,969	\$85,167	\$81,496	↓	June
	FY10 Budget	FY10 YTD	FY10 % Received	FY09 YTD	FY09 % Received
General Fund					
Tax Revenue	\$15,055,218	\$12,480,781	82.90%	\$13,038,392	83.08%
Property Tax	\$8,468,618	\$8,037,985	94.91%	\$7,927,950	96.20%
Sales Tax	\$4,624,000	\$3,313,010	71.65%	\$3,834,036	74.83%
Permits & Fees	\$370,750	\$236,247	63.72%	\$308,171	71.12%
Intergovernmental	\$695,156	\$520,920	74.94%	\$687,381	82.37%
Service Revenues	\$3,311,183	\$2,433,693	73.50%	\$2,576,047	78.53%
Grant Revenue	\$10,000	\$10,525	105.25%	\$32,157	105.19%
Fines & Forfeitures	\$504,510	\$371,533	73.64%	\$366,245	85.34%
Interest & Misc.	\$460,211	\$428,685	93.15%	\$296,777	62.41%
Transfers In	\$1,260,825	\$907,926	72.01%	\$634,192	71.54%
Total General Fund	\$21,667,853	\$17,390,309	80.26%	\$17,939,362	81.31%
Water/Sewer Fund					
Water Sales	\$5,060,000	\$2,955,182	58.40%	\$3,489,467	76.45%
Sewer Sales	\$3,900,000	\$2,750,932	70.54%	\$2,543,748	71.74%
Other Revenue	\$669,500	\$606,091	90.53%	\$586,410	81.40%
Total Water & Sewer Fund	\$9,629,500	\$6,312,205	65.55%	\$6,619,624	74.96%