

Agenda Item:

(Staff)

- 2A. Recognition of Emergency Medical Service Coordinator Eric Maloney by the National Fire Academy for completion of courses at the National Emergency Training Center in Emmitsburg, Maryland.

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

SUBJECT: Recognition of Emergency Medical Service Coordinator Eric Maloney by the National Fire Academy for the completion of courses at the National Emergency Training Center in Emmitsburg, Maryland.

FOR AGENDA OF: August 24, 2010 **DATE SUBMITTED:** August 13, 2010

SUBMITTED BY: Chief Robert Ojeda **CLEARANCES:** Todd Parton, City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

From June 20th through July 3, 2010, Kerrville Fire Department EMS Coordinator Eric Maloney represented the City of Kerrville and the Kerrville Fire Department by being selected to attend the National Fire Academy located at the National Emergency Training Center in Emmitsburg, Maryland.

The National Fire Academy promotes the professional development of the fire and emergency response community. It develops, delivers and manages educational and training programs to help State and local response agencies prevent, mitigate, prepare for, and respond to local, regional and national emergencies.

Eric Maloney is a thirteen (13) year veteran of the Kerrville Fire Department and is currently assigned as our EMS Coordinator. In November of 2009, Eric Maloney was the recipient of the Texas Department of State Health Services 2009 EMS Administrator Award that honors an administrator, researcher or manager at the city, county, regional or state level who has made a positive contribution to an EMS system.

RECOMMENDED ACTION

The Fire Chief recommends that EMS Coordinator Eric Maloney be recognized by the Kerrville City Council for his completion of the course "Command and Control of Fire Department Operations at Natural and Manmade Disasters" at the National Fire Academy located at the National Emergency Training Center in Emmitsburg, Maryland.

Agenda Item:

(Staff)

- 3A. Approval of the minutes of the city council meetings held on July 19, July 22, July 27, July 29, August 9, and August 10, 2010.

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 Cochran	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

CITY COUNCIL MINUTES
OF TOWN HALL MEETING

KERRVILLE, TEXAS
JULY 22, 2010

On July 22, 2010, the Kerrville City Council attended a town hall meeting at the Hill Country Youth Exhibition Center, 3705 State Highway. 27 East, Kerrville, Texas. The meeting was called to order by County Judge Pat Tinley at 6:45 p.m.

COUNCILMEMBERS PRESENT:

David Wampler	Mayor
R. Bruce Motheral	Mayor Pro Tem

COUNCILMEMBERS ABSENT:

Scott Gross	Councilmember
Gene Allen	Councilmember
Stacie Keeble	Councilmember

OTHER OFFICIALS IN ATTENDANCE:

Harvey Hilderbran	State Representative
Pat Tinley	Kerr County Judge
Bruce Oehler	Kerr County Commissioner
Barbara Hofmann	Lower Colorado River Authority (LCRA) representative
Tracy McCuan	Kerrville Public Utility Board (KPBU) General Manager
Rob Henneke	Kerr County Attorney

CITY STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Brenda G. Craig	City Secretary
Charlie Hastings	Director of Public Works
Tara LaMontia	Assistant to the City Manager
Kevin Coleman	Director of Development Services

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

Discussion of the proposed Lower Colorado River Authority (LCRA) Competitive Renewable Energy Zones (CREZ) project with regard to developing a routing and construction plan for a proposed distribution line in the Kerrville area as part of a plan to provide electric transmission facilities from West Texas and the Panhandle to various other areas in Texas.

Judge Tinley noted the purpose of the meeting was to provide information regarding the CREZ project. He noted that the county, city, and KPUB had all passed resolutions to become interveners into the proceedings before the PUC. The Kerr County Commissioners' Court (KCCC) resolution urged PUC to:

1. Re-evaluate the data on which the CREZ project was based. The data used was outdated; base decisions on current information.
2. Only consider new, additional lines when existing lines were at capacity; lines along other routes were not at capacity.
3. Set forth criteria for where transmission lines should be built if needed; e.g. follow existing transmission line facilities already in place, follow property lines, do not cut

through a property, provide fair compensation to owners.

Representative Hilderbran noted he had been in discussion with the PUC and the Electric Reliability Council Of Texas (ERCOT) and questioned the necessity of the CREZ project. He noted the project had been based on old data; newer research indicated that the life span of wind turbines was only 3-5 years and production levels may not be as originally predicted; at least one transmission line was not at capacity; the newest wind farms were along the coast, which may necessitate lines in an entirely different direction. He challenged PUC and ERCOT to re-evaluate the study to determine whether or not the CREZ project was even needed and to evaluate current information before any transmission line route was approved. He would continue working to fight the CREZ line in Kerrville and Kerr County.

Mayor Wampler noted the economic impact and aesthetic damage that the CREZ line would have on the community. The city had significant financial investment in infrastructure along the I-10 corridor; such a line would have a staggering effect on Kerrville's future economic growth. He noted there were more suitable routes from McCamey to Kendall County than through Kerr County, and he questioned the necessity and feasibility of a line from the wind farms of West Texas to metropolitan areas in East Texas. He encouraged citizens to oppose the line by writing letters to the PUC and LCRA before the July 28 deadline.

Tracy McCuan, general manager of KPUB, noted that KPUB passed a resolution opposing the route through the Kerrville area and sent it to PUC and LCRA and joined with the city and county to become an intervener. He noted the proposed CREZ line may have a slight theoretic benefit to the hill country; however, it had virtually no direct impact on local electric providers. The purpose of the CREZ line was to provide power to major metropolitan areas of Texas. He stated that LCRA could parallel with existing lines, even with underground gas lines.

Mr. Parton provided an update on the project and information on how persons could become involved. He noted that other community partners had already sent letters to PUC and LCRA opposing a Kerrville line, i.e. Kerrville Board of Realtors and Kerr Area Chamber of Commerce.

Mr. Hastings provided information on the CREZ line project to provide electric transmission facilities from the West Texas wind farms to other parts of Texas. The 345 kV electric transmission line would be carried on lattice structures 150 foot tall. The minimum easement required was 150 ft. wide; however if the lines could not be accessed for maintenance, PUC would require additional width up to 300 ft. LCRA had been commissioned by the PUC to provide information on potential routes, one of which paralleled I-10 in Kerr County. The LCRA application was due to PUC on July 28; PUC's decision was anticipated in January 2011. Mr. Hastings noted the city had significant investment in utilities infrastructure at I-10 and SH 16 and I-10 and Harper Road and estimated a significant impact to \$550 million of future ad valorem taxable development. He noted the city had filed a statement with PUC requesting intervener status, and he reviewed the rights of a private property owner and how they could protest.

The following persons spoke:

1. Bill Perkison, Tierra Linda Ranch (TLR) Homeowners Association, noted a gas pipe line that traversed TLR. He noted that all areas were trying to support a route elsewhere. Fredericksburg and Gillespie County had also filed as interveners; they too, were questioning the necessity of the line, but if it was found to be necessary, they suggested the I-10 route. He asked the city and county to fight the I-10 route,

but in doing so to support a line further north to the existing transmission line known as the Mason and Menard route. He expressed concern that PUC may select the existing gas pipeline right of way through TLR. He suggested the city and county get with other counties and cities and make a concerted effort to organize and develop a preferred route to recommend to PUC. The city and county must fight to move the line off the I-10 corridor through Kerr County.

2. Roy Kilgore questioned whether public funds would be appropriated to hire legal counsel to fight the transmission line; and if an attorney had already been hired, how much were they being paid and what would be the stop loss limit. He protested the expenditure of any citizen tax funds to fight the line and suggested using the existing city and county attorneys and not hiring additional legal counsel. He had protested the Rim Rock and Goat Creek transmission lines several years ago and his legal cost was \$200,000 and those lines were approved anyway.

Mr. Parton stated additional legal counsel had been hired; the initial expenditure was \$5,000 per entity (\$15,000). He noted the legal opposition would be a lengthy and complicated process and would require highly specialized legal representation.

3. Peter Nolan stated the northern route would follow existing routes. He had attended several LCRA meetings and questioned the comment that it was not technically possible to put the CREZ line along existing power lines. He asked if the city and county would continue to fight the line if it was not along I-10.

Mr. Parton noted the city would stay engaged in the process even if the I-10 route was not LCRA's recommended preferred route as PUC may select a route other than LCRA's recommended route.

4. Barbara Hofmann, LCRA representative, noted that all affected landowners would receive an information packet after the July 28 filing date. Information regarding the routes would be provided on LCRA's website starting July 29. She noted LCRA had studied the Florida Power and Light line; however, it was a private, not a public, utility line.

5. Sharon Walling suggested getting with other groups, cities, and counties to fight the line and say do not do it at all. Fredericksburg was already working on fighting it.

6. Mark Harlin, noted the purpose of the project was to get power from West Texas to Comfort and from Comfort to Fredericksburg; he questioned the necessity of running a line through Kerrville.

7. William Rector proposed a strategy: 1) Work with other cities and counties to develop an alternative that could be recommended by several entities and not just say "not in my back yard." 2) The Florida Power and Light route was a reasonable alternative. 3) Allow the line to be placed in the median of I-10, provided the lines were placed underground through the city limits and for a distance of two miles outside the city. The cost of running the lines underground would likely equal what they would have to pay for easements.

8. Glenn Merrill stated the community should have an alternative route to suggest; also, the PUC represented the state and would be considering the cost involved for all routes, and if the alternative route was cost effective, it may be selected.

9. Nancy Harma stated her message was simply to ask LCRA to be good stewards of the land, use existing lines and routes, and not disturb virgin property.

10. Tess Nolan noted that in the past wind energy may have appeared to be a viable energy solution; however, wind energy was being shut down in some places. When the state legislature convenes in 2012, they may reconsider the viability of wind energy.

ADJOURNMENT:

The meeting adjourned at 8:02 p.m.

APPROVED: _____

ATTEST:

David Wampler, Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JULY 27, 2010

On July 27, 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 Heather Mitchell, Minister of Music, First Baptist Church, followed by the Pledge of Allegiance led by U.S. Army Specialist Reese Taylor, recently returned from Afghanistan.

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 Cochran	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
John Young	Police Chief
Robert Ojeda	Fire Chief
Kim Meisner	Director of General Operations
Antonio Martinez	Director of Library Services
Stuart Barron	Utilities Manager

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

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

1A. Roy Kilgore discussed the necessity of the city and county spending tax money to hire legal counsel to fight the CREZ (Competitive Renewable Energy Zones) transmission line. He was an intervener in another power line issue and spent \$200,000; he cautioned the city council about opposing the 100 mile CREZ line, which was a much larger issue and would be more costly. If the city chose to proceed, he hoped the city would be successful and noted the advantages of having a coalition that included the support of KPUB (Kerrville Public Utility Board).

Mayor Wampler stated the council would endeavor to protect the city's interests, noting \$14 million investment in infrastructure at the two I-10 corridors, and the potential loss in commercial development and property tax base.

1B. David Lipscomb, chairman of the Library Advisory Board (LAB), noted the LAB believed the city council was responsible to provide adequate staffing for the library; therefore, he requested the council continue to fund the library accounting clerk position that was recently eliminated due to economic conditions. He reviewed the support of The Friends and Mr. Butt in the past and noted current plans for renovation. He asked when the library operation could expect a stable economic environment.

2. CONSENT AGENDA:

Staff requested Item 2D be removed from the consent agenda.

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

2A. Approval of minutes of the regular meeting held on July 13, and special meetings held on July 13 and July 19, 2010.

2B. Authorize the execution of a contract for the purchase of liquid aluminum chlorohydrate at a unit price of \$3.89 per gallon from Gulbrandson Technologies, Inc.

2C. Authorize the execution of a contract for the purchase of chlorine gas at a unit price of \$558.00 per one ton cylinder and \$94.50 per 150 pound cylinder from Acetylene Oxygen Company.

2E. Resolution No. 024-2010 appropriating all revenue from the hotel occupancy tax for fiscal year 2011 pursuant to state law and city policy.

END OF CONSENT AGENDA

2D. Authorize execution of a contract with Alsay Incorporated in the amount of \$31,394 plus a 10% contingency for a total project expenditure of \$34,533 for the rehabilitation of the Louise Hays Park well.

Staff proposed further review of the issue before proceeding.

3. ORDINANCES, SECOND READING:

3A. Ordinance No. 2010-16 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 recommended approval of the ordinance and noted the annexation would be effective ten days after passage.

Ms. Keeble moved to approve Ordinance No. 2010-16 on second and final reading; Mr. Motheral seconded the motion and it passed 5-0.

3B. Ordinance No. 2010-15 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 recommended approval of the ordinance creating one building board of adjustment and appeals (BBAA). He noted that applications had been sent to current members of the four existing building-related boards. He noted under the former BBAA councilmembers Place Two and Place Four, Keeble and Allen, were assigned to interview the applicants and he anticipated they would continue as the interview team.

Mr. Allen moved to approve Ordinance No. 2010-15 on second and final reading; Ms. Keeble seconded the motion and it passed 5-0.

4. CONSIDERATION AND POSSIBLE ACTION:

4B. Resolution No. 023-2010 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 noted a 2% overall increase. The council noted that other entities were decreasing their FY11 budgets and cutting employees.

Mr. Motheral moved for approval of Resolution No. 023-2010; Mr. Gross seconded the motion and it passed 5-0.

CITY COUNCIL RECESS:

The Kerrville City Council recessed the regular city council meeting to convene a meeting of the City of Kerrville Employee Benefits Trust at 6:20 p.m. Following the City of Kerrville Employee Benefits Trust meeting, the Kerrville City Council reconvened into regular session at 6:33 p.m.

4. CONSIDERATION AND POSSIBLE ACTION:

4A. Resolution No. 022-2010 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.

Ms. Meisner noted that due to the action taken by the City of Kerrville Employee Benefits Trust authorizing the city manager to execute contracts with Humana and Kanawha for employee benefits for FY11, she recommended city council approve the resolution authorizing the transfer of funds to the City of Kerrville Employee Benefits Trust in the amount not to exceed \$7,800 per employee.

Mr. Motheral moved for approval of Resolution No. 022-2010; Mr. Allen seconded the motion and it passed 5-0.

4C. Resolution No. 021-2010 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.

Mr. Hayes noted that staff had worked for several years to acquire easements in order to extend utilities to the Harper Road and I-10 area and northward, and all easements had been acquired except three tracts owned by one owner. He noted the appraised value for all three easements was \$11,121.00 and that amount had been offered to the owner. He had contacted the property owner's attorney; the owner had not stated any opposition to the project or to providing an easement; however, there had been no response to the city's offer. He noted that staff rarely asked city council to take such action; however, the city awarded a contract for the utility project and construction had begun; it was necessary to acquire an easement through the subject property. Mr. Hayes requested council adopt the resolution ratifying staff's final offer and authorizing eminent domain proceedings in order that the project could proceed.

Mr. Motheral moved to adopt Resolution No. 021-2010 as presented. Mr. Gross seconded the motion, and it passed 5-0.

5. INFORMATION AND DISCUSSION:

5A. Library renovation project update.

Jena Krause, executive director of the Mary Elizabeth Holdsworth Library Foundation, reported the following:

- Operating capital contribution from Charles Butt/H.E.B. in the amount of \$50,000.
- Filing IRS Form 1023 to receive a 501(c)3 designation.
- "Mad Hatter Tea Party" event scheduled for July 29 to introduce the foundation to the community.

5B. Groundwater Management Area 9 (GMA 9) update regarding desired future condition for the Trinity Aquifer.

Mr. Hastings noted the Texas Water Development Board (TWDB) was developing a state water plan; one branch of the TWDB was the Groundwater Management Area (GMA 9 representing the Kerrville area). GMAs were tasked with developing a Desired Future Condition (DFC) for all significant aquifers as part of the state water plan. The DFC identified the acceptable amount of drawdown in an aquifer over a fifty year planning cycle. DFCs will be adopted by GMAs and submitted to the TWDB before September 2010. The city was represented on GMA 9 by the Headwaters Groundwater Conservation District (HGCD). GMA 9 was in the process of setting the DFC for all Trinity aquifers and had identified seven scenarios with Scenario 1 being the most conservative and not allowing groundwater to be pumped.

Mr. Hastings noted the city had seven groundwater wells and two ASR wells in the Lower Trinity, and HGCD supported Scenario 6 which would allow 58 ft. of drawdown, equivalent to 100,000 acre ft. per year of pumping, and GMA9 approved Scenario 6 for

the city; this would provide for a population of 50,000, Kerrville's estimated 50 year population. He noted the city would still have to negotiate the amount with HGCD every few years.

Mr. Barron noted HGCD was assigned with setting the groundwater pumping limits in order that GMA 9 area would not exceed the allowed draw down. HGCD would determine who would be allowed what amount within the GMA 9 area.

The council noted that the well monitoring system installed by HGCD over the past several years have provided good data and science to support Scenario 6.

5C. Kerrville budget/economic update.

Mr. Erwin noted sales tax and hotel occupancy tax had decreased from June, and unemployment continued to increase. The water/sewer fund was behind 10% compared to FY09, and he attributed this to a wet winter; staff identified projects and expenditures to be delayed in order to hold down expenditures.

6. ITEMS FOR FUTURE AGENDAS:

- Funding for the Fourth of July Celebration and potential expansion of the event.

7. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Mr. Parton noted the city had received an official letter of commitment from Mamacita's Corporation to fund the fireworks display in the amount of \$10,000-12,000 annually for a total up to \$100,000.

8. EXECUTIVE SESSION:

Ms. Keeble moved for the city council to go into executive closed session under Section 551.071 (consultation with attorney) of Chapter 551 of the Texas Government Code; the motion was seconded by Mr. Motheral and passed 5-0 to discuss the following matter:
Section 551.071:

- Lower Colorado River Authority (LCRA) Competitive Renewable Energy Zone (CREZ) project.

At 6:54 p.m. the regular meeting recessed and council went into executive closed session at 6:56 p.m. At 7:19 p.m.; the executive closed session recessed and council returned to open session at 7:19 p.m. The mayor announced that no action had been taken in executive session.

ADJOURNMENT. The meeting adjourned at 7:20 p.m.

APPROVED: _____

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
OF SPECIAL MEETING

KERRVILLE, TEXAS
JULY 29, 2010

On July 29, 2010, the Kerrville City Council attended a special meeting of community leaders and economic development partners that began at 11:30 a.m. at the Comanche Trace Vista Room, Pinnacle Club Drive, Kerrville, Texas. The meeting was called to order by Mayor Wampler at 12:20 p.m.

CITY COUNCILMEMBERS PRESENT:

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

CITY COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
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ECONOMIC IMPROVEMENT CORPORATION MEMBERS PRESENT:

Jack Pratt	Vice-President
Rex Boyland	
Warren Ferguson	
Robert Miller	

CITY STAFF PRESENT:

Todd Parton	City Manager
Brenda G. Craig	City Secretary

DISCUSS THE PROPOSAL TO RESTRUCTURE THE ECONOMIC DEVELOPMENT PROGRAM.

Trevor Hyde, president of the chamber of commerce, introduced the Kerrville Economic Development Corporation (KEDC), and presented information including purpose statement, organizational structure, goals, objectives, performance measurements, staffing, and proposed bylaws. KEDC was established as a Texas corporation registered with the State of Texas as a 501(c)6 non-profit entity with focus on Kerrville and Kerr County. Mr. Hyde reviewed the structure of the nine member board of directors:

- Trevor Hyde, President, Chamber of Commerce
- Don Barnet, Vice President, business representative
- Todd Parton, Secretary/Treasurer, City of Kerrville
- Sudie Burditt, Kerrville Convention and Visitors Bureau
- Tom Houdeshell, business representative
- Tracy McCuan, Kerrville Public Utility Board
- Jack Pratt, Kerrville Economic Improvement Corporation
- Pat Tinley, Kerr County Judge
- Dan Troxell, Kerrville Independent School District.

The KEDC board would hire an executive director to manage the business of the corporation. Mr. Hyde reviewed the proposed budget revenues, funding sources, and expenditures for 2011-2013.

Mr. Parton noted the impetus for establishing the KEDC was the economic development strategic plan as approved by the city and county, and noted this was the first step toward implementing that plan.

ADJOURNMENT:

The meeting adjourned at 12:44 p.m.

APPROVED: _____

ATTEST:

David Wampler, Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
OF A SPECIAL MEETING

KERRVILLE, TEXAS
AUGUST 9, 2010

On Tuesday, August 9, 2010, the Kerrville City Council meeting was called to order by Mayor Pro Tem Motheral at 9:02 a.m., in the city hall council chambers, 800 Junction Highway, Kerrville, Texas.

MEMBERS PRESENT:

David Wampler	Mayor (arrived at 9:09 a.m.)
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
Charlie Hastings	Director of Public Works
Mike Erwin	Director of Finance
John Young	Police Chief

REVIEW AND DISCUSS THE PROPOSED FY11 BUDGET AS IT PERTAINS TO CAPITAL IMPROVEMENT PLAN (CIP).

Ms. Ondrias noted the CIP was prepared based on other city master plans, e.g. streets, parks, thoroughfare, water and wastewater, etc. The five year plan had been deferred due to the economic climate and the previously proposed FY10 debt issuance did not occur. Staff proposed no FY11 debt issuance; close out of the prior year funded projects totaling \$29 million; and deferring the 2010 projects to 2011 with emphasis on three major water projects.

The council discussed the following matters in detail:

- Funding for ADA compliance issues at the Cailloux Theater.
- Inflow and infiltration improvements to seal water leaks in mains and lines.
- Staff should investigate implementing a gravity flow wastewater system instead of multiple mechanical lift stations. Mr. Hastings noted the Birkdale lift station under design to be constructed this year would be low enough to gravity flow and would allow the city to decommission the G Street lift station in the future. He noted a gravity flow system was evaluated in the utility master plan and it was determined that it would require construction of a new wastewater treatment plant downstream of the city in order to achieve a 100% gravity flow system.

Ms. Ondrias reviewed the existing debt service schedule and noted the city could not issue additional debt until 2023 without impacting the tax rate or water/wastewater

rates. She reviewed the five year CIP projects and funding sources and noted an estimated total of \$43,631,591 in CIP projects, of which \$41,000,000 was proposed to be funded through additional debt.

REVIEW AND DISCUSS THE PROPOSED FY11 BUDGET AS IT PERTAINS TO OTHER FUNDS.

Mr. Erwin noted the proposed budget did not include CIP projects.

The council discussed the following issues:

- Golf course revenue and expenditures. Ms. Ondrias noted that with a very small change in the daily rate the golf course revenue would cover expenditures and debt service payments without any subsidy from the city.
- Requested an analysis of existing debt.
- Concern of the city's sustainability and whether the city could maintain the current level of service to the citizens, particularly with continuing rising costs.
- Would like to see performance metrics that supported the level of services that the city was providing.

Mr. Erwin reviewed the budget schedule and noted that since the proposed tax rate was below the effective tax rate the city was not required to hold a public hearing on the tax rate; however, staff recommended public hearings be held as a matter of transparency.

Mr. Parton proposed a planning session at the winter retreat to discuss the CIP and future funding, economic recovery plan, and future sustainability.

REVIEW AND DISCUSS THE PROPOSED FY11 BUDGET AS IT PERTAINS TO ANY COUNCIL QUESTIONS OR DIRECTIONS.

Adjournment: The meeting adjourned at 9:45 a.m.

APPROVED: _____

David Wampler, Mayor

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
AUGUST 10, 2010

On August 10, 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 Fern Lancaster of the First Assembly of God Church, followed by the Pledge of Allegiance led by Ron Hackett, 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
John Young	Police Chief
Kim Meisner	Director of General Operations

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

1. VISITORS/CITIZENS FORUM: No one spoke.

2. PRESENTATIONS:

2A. Resolution of commendation to Lindsay Duff for serving on the economic improvement corporation.

3. CONSENT AGENDA:

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

3A. Approval of minutes of the special meeting held on July 27, 2010 at 4:30 pm and City of Kerrville Employee Benefits Trust held on July 27, 201 at 6:20 pm.

3B. Resolution No. 026-2010 setting forth the ad valorem tax rate to be considered for adoption for the 2010 tax year; calling two public hearings; and calling a public hearing as required by both the city's charter and state law prior to the adoption of the fiscal year 2011 budget.

3C. Resolution No. 025-2010 designating the authorized representatives for the city relating to its participation in the Texas Local Government Investment Pool.

3D. Authorize the execution of interlocal agreements with the city of Ingram, Texas, and the Kerrville Veterans Administration police department for criminal data access.
3E. Authorize the execution of an agreement with Patterson and Associates for investment advisory services.

END OF CONSENT AGENDA

4. CONSIDERATION AND POSSIBLE ACTION:

4A. Resolution No. 027-2010 authorizing the city's participation in a 457 deferred compensation plan with ICMA Retirement Corporation (ICMA-RC) to provide a supplemental savings program to employees.

Ms. Meisner noted the city currently offered voluntary deferred compensation plans to employees through Nationwide and Lincoln and that some employees had accounts with ICMA-RC through other cities. She proposed the city's participation with ICMA-RC as an additional alternative voluntary retirement plan for employees. The city was not required to provide any contribution or match for the employee toward any of these voluntary plans. She noted that 82% of the employees were not participating in a voluntary deferred comp plan through the city. Council and staff discussed the benefits and costs of all three voluntary plans.

Sandra Aguilar, ICMA-RC representative, reviewed the plan benefits and administrative charges offered by ICMA-RC.

Mr. Motheral moved for approval of Resolution No. 027-2010; the motion was seconded by Ms. Keeble and passed 4-1, with Councilmembers Motheral, Keeble, Allen, and Wampler voting in favor of the motion; and Councilmember Gross voting against the motion.

4B. Evaluate the recruitment and selection process for boards and commissions established by City Council in November 2009.

Ms. Keeble discussed the interview process for city boards and noted several applications on file pending interviews for the planning and zoning commission (PZC). She was concerned that interviews were not taking place in a timely manner and vacancies could have an effect on some boards' ability to function. She questioned if the council would prefer to change the board appointment process and suggested alternatives to the interview process.

The following person also spoke:

1. Donna Snow Robinson, president of the League of Women Voters, noted they supported diversity in persons appointed to city boards and a fair procedure for appointments. She offered LWV assistance to council with research and the board appointment process. LWV could host public forums where board members could discuss the responsibilities and activities of their boards and thereby encourage more people to apply for membership.

2. Carolyn Lipscomb suggested current board members could help solicit applications, and city council and staff could talk with civic groups.

The council discussed the following:

- Lack of applications on file for some boards.
- Liaison member of that board could be on of the interview team and the other team member be appointed on a rotation basis.
- Staff should provide all councilmembers with copies of all applications when they were submitted.
- Council should also consider the qualifications of applicants; should maintain quality in persons appointed to boards.
- The entire council could interview all applicants for select boards.

Ms. Craig noted current vacancies on PZC and the golf course advisory board and a general lack of applications for all boards. She noted there may have been a lack in communication between city staff and the interview team regarding applications on file for PZC.

Mr. Hayes noted that interviews and discussion of appointments to the planning and zoning commission and the economic improvement corporation could be held in executive session, but advisory board appointments could not.

The consensus of the council was not to change the board interview and appointment process, and that staff provide copies of all applications to all councilmembers as they are received.

4C. Consideration of disbursement of hotel occupancy tax (HOT) funds for Fiscal Year 2011.

Mr. Erwin presented the distribution worksheet based on the average of each councilmembers' recommended appropriation of the estimated \$850,000 HOT funds.

Council discussed the following matters:

- Concern that council was awarding the convention and visitors bureau (CVB) more (\$718,750) than they had requested (\$650,000). It was noted that CVB had cut their FY11 budget, as requested by the city, due to current economic decline.
- Applicants should prove that they put "heads in beds" in order to receive HOT funds.
- The arts coalition had been established by the city and managed by CVB to achieve better advertising rates. The Texas Folk Music Foundation (TFMF) allocation was proposed as an independent funding request and not as part of the arts coalition. Also, TFMF did not provide information on the number of documented hotel nights.

Ms. Keeble moved to approve the appropriations as presented on the distribution worksheet. The motion died for lack of a second.

Mr. Gross moved to approve the appropriations as presented on the distribution worksheet with the exception of moving the \$7,600 allocated to the TFMF from independent funding to the arts coalition funding. The motion was seconded by Mr. Motheral and failed 2 to 3 with Councilmembers Gross and Motheral voting in favor of the motion; and Councilmembers Allen, Keeble, and Wampler voting against the motion.

The following persons spoke:

1. Dalis Allen, Texas Folk Music Foundation representative, noted they booked several hundred hotel rooms just for their participants in the wine festival and folk festival events. She noted TFMF could work with the arts coalition through CVB.
2. Ruth Spradling questioned how CVB knew they had booked 38,990 hotel nights.
3. Sudie Burditt, executive director of CVB, noted the number of hotel nights booked by CVB was actually higher than 38,990 and was documented based on the groups and number of rooms that CVB booked into hotels through negotiated contracts. Regarding the arts coalition funding versus independent funding, she explained that some groups like TFMF requested funds for websites and brochure printing, and not for advertising through the arts coalition; however, independent funding requests were restricted to marketing expenditures and must meet requirements of state law.

Ms. Keeble moved to approve the appropriations as presented on the distribution worksheet with the exception of moving half the \$7,600 allocated to the Texas Folk Music Foundation from independent funding to the arts coalition funding. The motion was seconded by Mr. Motheral and passed with Councilmembers Keeble, Motheral, Gross, and Wampler voting in favor of the motion; and Councilmember Allen voting against the motion.

4D. Consider Fiscal Year 2011 airport budget.

Mr. Parton noted the budget reflected funding of the allocations approved by the county; he recommended approval as presented by the airport board.

Mr. Allen moved to approve the FY11 airport budget as presented; Mr. Gross seconded the motion and it passed 5-0.

4E. Consider recommendation of representation to Alamo Regional Rural Planning Organization (ARRPO).

Mr. Parton noted Former Mayor Todd Bock was the regional appointee to the ARRPO, and since leaving office, that position was vacated and the Alamo Area Council of Governments was accepting nominations. ARRPO was established by AACOG to study rural transportation needs of their area; the position being considered would be an elected member of the city councils of the counties it would represent: Bandera, Gillespie, Kendall, and Kerr. The Kerrville City Council may select a nominee from the list submitted, which included Mayor Wampler, or nominate another council member. Nominations were due to AACOG by August 13.

Mayor Wampler stated his willingness to serve, but due to time constraints asked if another councilmember would like to serve who could dedicate more time and focus on the committee. He noted Mr. Motheral had an engineering and planning background and had agreed to serve.

Mr. Gross moved to nominate Mayor Pro Tem Bruce Motheral to be placed on the ARRPO ballot; Mr. Allen seconded the motion and it passed 5-0.

5. INFORMATION AND DISCUSSION:

5A. Discuss Fourth of July celebration.

Mr. Motheral noted with the generous donation from Mamacita's to fund the fireworks for the next 10 years the city could explore opportunities to expand the event and encourage more community involvement. He proposed moving away from a city-managed event and encouraging another entity to take over the event. He proposed the city create a 501(c)3 corporation so contributors could receive a tax break, and visit with civic groups for financial contributions as well as participation in the event.

Mr. Hayes noted persons contributing to the city could receive a tax break now under the tax code without having to be a 501(c)3; however, his concern was liability issues.

Mr. Parton expressed concern about the city's commitment to maintain and expand the event due to the fact that several positions had been eliminated from the parks department budget and this would have a major impact on the city's limited ability to setup and clean up from a large event.

The following persons spoke:

1. Carolyn Lipscomb suggested the entity that managed the Christmas parade might take on the Fourth of July event. Mr. Parton noted city staff managed the Christmas parade with help from the main street advisory board (MSAB).
2. Carson Conklin, president of the Young Men's' Business League, expressed support for the event and excitement at the opportunity to participate.

The council also discussed the following:

- MSAB and other civic groups could be a great asset in expanding the event.
- Event should involve the down town area.

The consensus of the council was that Mr. Parton should prepare a plan to expand the Fourth of July celebration and present it to council for action at the next meeting.

5B. Kerrville budget/economic update.

Mr. Erwin reported for the month of July local employment was up from 6.0 to 6.2; sales tax was down 2%, and hotel occupancy tax was up 6%.

6. BOARD APPOINTMENTS:

6A. Appointments to the main street advisory board.

Mr. Gross moved to appoint Brett McDowell with term to expire January 31, 2011; and Kacy Smith with term to expire January 31, 2012. Mr. Motheral seconded the motion and it passed 5-0.

7. ITEMS FOR FUTURE AGENDAS: None requested.

8. ANNOUNCEMENTS OF COMMUNITY INTEREST: None reported.

9. EXECUTIVE SESSION:

Mr. Gross moved for the city council to go into executive closed session under Section 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 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:

- Application of LCRA Transmission Services Corporation to amend its Certificate of Convenience and Necessity for proposed McCamey D to Kendall to Gillespie 345-kV CREZ Transmission Line in Schleicher, Sutton, Menard, Kimble, Mason, Gillespie, Kerr, and Kendall Counties, Texas. Public Utility Commission of Texas (PUC) Docket No. 38354

Sections 551.071, 551.072 and 551.087:

- Economic development grant/loan agreement between Kerr Economic Development Foundation, Inc. and the City of Kerrville, Texas Economic Improvement Corporation.

Section 551.071, 551.072, and 551.087:

- Discuss the purchase, exchange, lease, sale, or value of real property for use as a city facility, the public discussion of which would not be in the best interests of the city's bargaining position with third parties.

At 7:45 p.m. the regular meeting recessed and council went into executive closed session at 7:54 p.m. At 9:15 p.m. the executive closed session recessed and council returned to open session at 9:16 p.m. The mayor announced that no action had been taken in executive session.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION:

10A. Application of LCRA Transmission Services Corporation to amend its Certificate of Convenience and Necessity for proposed McCamey D to Kendall to Gillespie 345-kV CREZ Transmission Line in Schleicher, Sutton, Menard, Kimble, Mason, Gillespie, Kerr, and Kendall Counties, Texas. Public Utility Commission of Texas (PUC) Docket No. 38354

Mr. Motheral moved to authorize the mayor to contact other cities and individuals regarding the CREZ line project. The motion was seconded by Mr. Gross and passed 5-0.

ADJOURNMENT. The meeting adjourned at 9:16 p.m.

APPROVED: _____

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

(Staff)

- 3B. Ratify action taken by the city manager to approve an amendment to the interlocal cooperation contract for city ambulance/Emergency Medical Services with the Department of State Health Services on behalf of the Kerrville State Hospital at 721 Thompson Drive for one year, September 1, 2010, to August 31, 2011.

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

SUBJECT: Ratifying the approval by the City Manager of a one (1) year extension to an Interlocal Cooperation Contract for City of Kerrville Ambulance/Emergency Medical Services to the Department of State Health Services on behalf of its facility, Kerrville State Hospital located at 721 Thompson Drive in Kerrville, Texas.

FOR AGENDA OF: August 24, 2010

DATE SUBMITTED: August 12, 2010

SUBMITTED BY: Chief Robert Ojeda **CLEARANCES:** Michael C. Hayes, City Attorney 

EXHIBITS: Interlocal Cooperation Contract #537-9-0000048249 between the Department of State Health Services and the City of Kerrville as well as the Amendment #1 to this Interlocal Contract.

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Currently, by contract, the City of Kerrville (City) provides Emergency Medical Services (EMS) to patients under the care of the Department of State Health Services (DSHS) at their Kerrville State Hospital (KSH) facility. Under said contract, the DSHS provides for payment of services to the City per the City's current fee schedule.

On August 31, 2010 the current Interlocal Cooperation Contract for City Ambulance/Emergency Medical Services to the DSHS on behalf of the KSH will expire. This action exercises an option to extend the existing contract for one (1) year from September 1, 2010 to August 31, 2011. This will be the first year option of three (3) to extend this contract.

By the execution of this Amendment to the Interlocal Contract, DSHS will pay for EMS services performed by the City at the KSH. The total amount of this contract shall not exceed \$60,000 and the amount may be amended as needed during the term of the contract based on services provided.

Due to time constraints, the City manager was required to sign this Interlocal Cooperation Contract.

RECOMMENDED ACTION

The Fire Chief recommends that the City Council ratify the City Manager's previous action of signing an option to extend the existing Interlocal Cooperation Contract for City Ambulance/Emergency Medical Services to the DSHS on behalf of the KSH for one (1) year from September 1, 2010 to August 31, 2011.

THE STATE OF TEXAS
COUNTY OF KERR

Contract Form No. 004
Contract ID No. 537-9-000088249
Performer's TIN 74-6001490
Source of Funds _____
Contract Manager Harry Schneider

INTERLOCAL COOPERATION CONTRACT

THIS INTERLOCAL COOPERATION CONTRACT ("the Contract") is entered into by and between the governmental agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Receiving Agency: Department of State Health Services on behalf of its facility
Kerrville State Hospital, 721 Thompson Drive, Kerrville, Texas 78028
Contact: Harry Schneider Phone: 830-896-2211 #6208

The Performing Agency: City of Kerrville
800 Junction Hwy, Kerrville, Texas 78028
Contact: Eric Maloney Phone: 830-257-5333

II. STATEMENT OF SERVICES TO BE PERFORMED:

Ambulance/Emergency Medical Services (BMS)

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

Per City of Kerrville current fee schedule

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Sixty Thousand Dollars (\$60,000.00). Contract dollar amount may be amended as needed during the term of the contract based on services provided.

V. PAYMENT FOR SERVICES:

DSHS will pay for services performed in accordance with this Contract. Payments for service performed shall be invoiced: Monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made. This Contract is subject to the continued availability of funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriation act, health and human services agency consolidations, or any other disruption of current appropriations, DSHS will terminate this Contract in accordance with Section VI of this Contract.

Interlocal Cooperation
Contract

June 2000

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 2008, or the date signed by DSHS, whichever date is later, and shall terminate August 31, 2010. At which time contract can be extended for a period of three (3) years, in one year increments if agreed upon by both parties in writing prior to expiration.

The contracting parties may terminate this Contract prior to the expiration date by mutual agreement. Either contracting party may terminate this Contract by giving the other contracting party 30 days written notice.

VII. STATUTORY REQUIREMENTS:

If this Contract is funded in whole or in part with federal funds, Performing Agency must comply with all federal requirements, including, but not limited to the Uniform Contract and Grant Management Act, Texas Government Code, Chapter 783.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected contracting parties, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

DSHS further certify that it has the authority to contract for the above services by authority granted in

Texas Health and Safety Code, Titles 7 and 12, and the current General Appropriations Act
(Statute, Constitution, Appropriation Bill)

City of Kerrville (Performing Agency) further certify that it has the authority to perform the services contracted for by authority granted in

City Ordinance
(Statute, Constitution, Appropriation Bill)

Receiving Agency
Department of State Health Services
Kerrville State Hospital

Linda Highsmith
Authorized Signature
for Stephen R. Anfinson
Printed or Typed Name

Title: Superintendent

Date: 9-18-08

Performing Agency
City of Kerrville

Robert Givela
Authorized Signature
Robert Givela
Printed or Typed Name

Title: Fire Chief

Date: 9/17/08

Interlocal Cooperation
Contract

June 2000

Contract Workforce: Yes
Outsourced: Yes

Contract Form # 004
Contract ID No. 537-9-0000048249
Provider No. 74-6001490
Source of Funds _____
Contract Manager Harry Schneider
*Certified HUB: No
(*Verified on the CMBL)

AMENDMENT NO. 1
TO INTERLOCAL CONTRACT NO. 537-9-0000048249

By execution of this Amendment, the Department of State Health Services ("DSHS" or "Department") or it's successor agency or agencies, on behalf of its facility, Kerrville State Hospital, and City of Kerrville ("Contractor") agree that the certain Interlocal Contract by Department and Contractor, effective September 1, 2008, shall be amended in accordance with the following provisions, effective September 1, 2010.

1. Add the following provision to Section VI. Term of contract:

DSHS and Contractor are exercising the option to extend said contract for one year. This will be the first option to extend of the three additional years. This first option shall be for the period September 1, 2010 thru August 31, 2011. The total amount of funds expended this first renewal term shall not exceed \$60,000.00.

Except as amended by this Amendment, all other provisions of the Contract remain unchanged.

City of Kerrville

By: Todd Parton
Title: City Manager
Date: 8/11/10

DEPARTMENT OF STATE HEALTH SERVICES
KERRVILLE STATE HOSPITAL

By: Stephen R. Anfinson
Title: Superintendent
Date: _____

Agenda Item:
(Staff)

- 3C. Authorize the execution of a professional services agreement with Hewitt Engineering, Inc. to provide professional engineering design services for the Jackson Road/Glen Road water main project in an amount not to exceed \$50,000.

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

SUBJECT: Council authorization for the City Manager to execute a Professional Services Agreement with Hewitt Engineering, Inc. to provide professional engineering design services for the Jackson Road/Glen Road Water Main project in an amount not to exceed \$50,000.00.

FOR AGENDA OF: August 24, 2010

DATE SUBMITTED: August 6, 2010

SUBMITTED BY: Michael Wellborn, P.E.
Director of Engineering

CLEARANCES: Kristine Ondrias
Assistant City Manager

EXHIBITS: Professional Service Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$50,000.00	\$575,000.00	\$575,000.00	W90

PAYMENT TO BE MADE TO: Hewitt Engineering, Inc.

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

As part of FY 2010 Budget, the City Council approved the Jackson Road/Glen Road Water Main as an approved Capital Improvement Project. This project was identified as a system deficiency in the City's Water & Wastewater Master Plan and specifically calls for the replacement of an existing 6" water main with a 10" to 12" main in Jackson & Glen Roads from Harper Road (RM 783) to approximately East Lane.

This Capital Improvement Project is funded by Water & Sewer Debt (Fund 70) and includes a \$75,000.00 budget for engineering related services & \$500,000.00 for construction.

Hewitt Engineering, Inc. (Engineer) was selected by staff based upon their experience in water main design and knowledge of the city's infrastructure. Staff was able to negotiate a fee in an amount not to exceed \$50,000.00 for the Engineer to provide design, surveying, & geotechnical services for this project. The timeline for these services is anticipated to not exceed 120 days from the date of Notice to Proceed. Once design is complete, staff will proceed with bidding the construction of the water main and anticipates bringing an item back to Council in February 2011 with a recommendation for construction award.

RECOMMENDED ACTION

The Director of Engineering recommends the City Council authorize the City Manager to execute a Professional Services Agreement with Hewitt Engineering, Inc. in an amount not to exceed \$50,000.00 for the engineering design of the Jackson Road/Glen Road Water Main project.

Professional Engineering Services Agreement

Between

Hewitt Engineering, Inc. and City of Kerrville

THIS AGREEMENT is made as of this _____ day of _____, 2010, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 800 Junction Highway, Kerrville, Texas, 78028-5069, hereinafter referred to as "CLIENT", and Hewitt Engineering, Inc. with its offices located at 100 Horseshoe Ridge, Kerrville, Texas 78028, hereinafter referred to as "ENGINEER", for the performance of professional engineering services in consideration of the following terms, conditions, and agreements:

PART I. SERVICES

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

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

PART II. CLIENT'S RESPONSIBILITIES

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

- B. CLIENT shall also do the following and pay all costs incident thereto:

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

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

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

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

PART III. WORK ORDER AMENDMENTS

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

PART IV. COMPENSATION

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

PART V. PAYMENTS

ENGINEER will invoice CLIENT in accordance with the terms and conditions as set forth in **Exhibit A**. CLIENT agrees to promptly pay ENGINEER at its office located at 4801 Southwest Parkway, Parkway 2, Suite 150, Austin, TX 78735, the full amount of each such invoice upon receipt. In no event shall ENGINEER's failure to invoice constitute a default under the terms and conditions of this Agreement.

PART VI. INSURANCE

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

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

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

PART VII. TERMINATION

A. CONDITIONS OF TERMINATION

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

discontinue work under this Agreement immediately. In the event CLIENT terminates the Agreement based on CLIENT's reasonable opinion ENGINEER has failed or refused to prosecute the work efficiently, promptly, or with diligence, ENGINEER shall have fifteen (15) business days, from the receipt of written notification by CLIENT, to cure such failure to perform in accordance with the terms of the Agreement.

B. ACTIONS ON TERMINATION

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

C. COMPENSATION PAYABLE ON TERMINATION

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

PART VIII. MISCELLANEOUS

A. REUSE OF DOCUMENTS

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

be at CLIENT's sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaptation by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

B. OPINION OF COST

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

C. TRENCH SAFETY DESIGN

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

D. LATE PAYMENT

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

E. ATTORNEY'S FEES

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

F. PERIOD OF SERVICE

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

G. CONSTRUCTION OBSERVATION

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

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

H. SALES AND USE TAXES

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

I. SUCCESSORS AND ASSIGNS

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

J. CONTROLLING LAW; VENUE

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

K. SEVERABILITY AND WAIVER

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

L. EXTENT OF AGREEMENT

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

M. AMENDMENTS

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

Executed on this _____ day of _____, 2010.

CITY OF KERRVILLE

HEWITT ENGINEERING, INC.


BY: _____
Jeffrey Todd Parton,
City Manager

BY: _____
John M. Hewitt, P.E., CFM,

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Heather Stebbins, Assistant City Attorney



Hewitt Engineering, Inc.
Consulting Engineering Services

RECEIVED

JUL 30 2010

918

July 29, 2010

Mr. Michael Wellborn, P.E.
Director of Engineering
City of Kerrville
800 Junction Highway
Kerrville, TX 78028-5069

**Re: Proposed 10-inch Water Line along Glen Road /Jackson Road
Revised Final Design Fee Estimate**

Dear Mike,

Per your request, I have prepared a revised scope and fee schedule for the preparation of final design plans and specifications associated with the above referenced project. The proposed services include field surveying by Voelkel Land Surveying, PLLC and geotechnical services provided by Rock Engineering and Testing Laboratory, Inc. The scope of services includes the following tasks:

1. Prepare Plan & Profile Sheets and Details (approximately 20 sheets)
2. Prepare Technical Specifications and Bid Documents
3. Submit 60%, 90% and 100% Plans and Specifications to the City
4. Prepare Project Scheduling, Bid Quantities, and Cost Estimates
5. Coordinate with City staff, TxDOT and Subconsultants
6. Provide topographic survey, soil borings and geotechnical analysis
7. Attend Prebid conference, evaluate bids and prepare contractor recommendation

The final result of this project will be one set of signed and sealed original drawings (approximately 20 sheets) and two sets of black line copies of the drawings and technical specifications for the purpose of providing bid documents to potential contractors. I propose to perform these tasks including Basic and Additional Services including all expenses for a lump sum amount of \$49,993. This fee consists of Basic Design Services of \$40,340 and \$9,653 for Additional Services which includes \$7,508 for surveying and \$2,145 for borings and geotechnical analysis. Exhibit "A" provides a detailed man hour estimate of the fees associated with each of the individual design and coordination tasks. The subconsultant proposals are attached.

I am prepared to begin immediately and anticipate completing the final plans and specifications within four months of receiving the Notice to Proceed. Please feel free to contact me at 285-7925 or by email at jmhewitt@stx.rr.com if you have any questions or require additional information.

Sincerely,

John M. Hewitt, P.E., CFM
Hewitt Engineering Inc.

Attachments

EXHIBIT A
DESIGN FEE SUMMARY

Sht	Description	Total Labor Cost	Eng Hours	CADD Hours	Total Hours
1	Cover Sheet, Sheet Index & Location Map	\$470	2	4	6
2	General Notes	\$470	2	4	6
3	Survey Control Sheet (Benchmarks and Baseline)	\$360	2	2	4
4	Water Line Plan & Profile (Sta 0+00-5+00)	\$1,770	8	14	22
5	Water Line Plan & Profile (Sta 5+00-10+00)	\$1,770	8	14	22
6	Water Line Plan & Profile (Sta 10+00-15+00)	\$1,770	8	14	22
7	Water Line Plan & Profile (Sta 15+00-20+00)	\$1,770	8	14	22
8	Water Line Plan & Profile (Sta 20+00-25+00)	\$1,770	8	14	22
9	Water Line Plan & Profile (Sta 25+00-30+00)	\$1,770	8	14	22
10	Water Line Plan & Profile (Sta 30+00-35+00)	\$1,770	8	14	22
11	Water Line Plan & Profile (Sta 35+00-40+00)	\$1,770	8	14	22
12	Water Line Plan & Profile (Sta 40+00-45+00)	\$1,770	8	14	22
13	Water Line Plan & Profile (Sta 45+00-50+00)	\$1,770	8	14	22
14	Erosion Control Plan	\$940	4	8	12
15	Traffic Control Plan 1"=100"	\$2,850	14	20	34
16	Traffic Control Plan 1"=100"	\$2,850	14	20	34
17	Traffic Control Details (Pavement Markings, Barricades)	\$2,020	10	14	24
18	Steel Casing Details	\$1,770	8	14	22
19	Miscellaneous Paving Details (Pavement Section, Curb, Joints)	\$1,660	8	12	20
20	Miscellaneous Water Details (Valves, Meters, Backfill, Bedding)	\$1,660	8	12	20
	Coordination, Meetings w/City Staff, TxDOT, & Subconsultants	\$1,000	8		8
	Specifications, Quantities and Cost Estimates	\$5,500	44		44
	Attend Prebid, Evaluate Bids and Prepare Recommendation	\$500	4		4
	Expenses (Reproduction and Mileage)	\$590			
	BASIC SERVICES TOTAL	\$40,340	208	250	458
	Additional Services-Survey-\$6,825 plus 10% markup	\$7,508			
	Additional Services-Geotechnical-\$1,950 plus 10% markup	\$2,145			
	ADDITIONAL SERVICES TOTAL	\$9,653			
	TOTAL	\$49,993			

SURVEY PROPOSAL

CLIENT: John Hewitt
Hewitt Engineering

SURVEYOR: Voelkel Land Surveying, PLLC
212 Clay Street, Kerrville, Texas

BY: Aaron Yates, Project Manager

PROJECT: Water Line Construction on Jackson and Glen Roads; City of Kerrville, Texas

The purpose of this survey is to assist in the design and construction of a new 10" water line along Jackson Road and Glen Road in the City of Kerrville, Kerr County, Texas, replacing a smaller 6" line along the same route. This survey will serve as a background for engineering and construction plans, and will also provide control staking for use by contractor in installing the line (see addendum).

SCOPE OF SURVEY

The scope of this proposed survey is described as follows:

Topographic Survey

Beginning at a 10" water line near the intersection of Jackson Road and F.M. Highway No. 783 (Harper Highway); then northwest along Jackson Road to the intersection of Jackson and Methodist Encampment; then northwest along Glen Road to its intersection with East Lane for terminus point – approximately 4,000 linear feet. See attached map with a green line representing the survey route.

Contour lines (1-foot interval) will be provided only within the backs of curbs along this route. Within the right-of-way and streets along the route, survey will locate all water valves, fire hydrants, utility poles, guy wires, manholes (rims and flowlines), telephone pedestals, gas valves/meters, existing property corners, concrete sidewalks/driveways, mailboxes, drainage features/improvements, spillways, guard rails, landscaping features, and other visible and apparent improvements within the right-of-way. Note that trees will not be included in this survey. All right-of-way lines will be shown on the survey. Approximate lot lines for properties adjacent to the route will also be shown.

DIGTESS will be contacted to locate any and all underground utilities within the route, including water, sewer, gas, telephone, cable, and electric utility lines. All marked lines will be shown on the plan portion of the survey, and when available, given depths will be used to portray lines on profile portion of the survey. Underground utilities can only be shown as marked by the various utility companies; surveyor does not have the ability to locate the position of underground lines without their assistance. When no depths of underground lines are available, assumed depths will be used to portray lines on profile portion of the survey.

Survey Control/Benchmarks

Surveyor will establish control points along the route in various locations, each separated by a horizontal distance of no more than 500 feet. Exact location and three-dimensional coordinates of these points will be annotated on the final survey. Surveyor will also install benchmarks throughout the survey, each separated by a distance of no more than 1,000 feet. A detailed description of each benchmark will be provided. A benchmark and survey control report

will be produced that summarizes the three dimensional coordinates of the survey control points and benchmarks. No additional construction surveying is included in this proposal, however, the addendum to this proposal discusses construction staking options.

Coordinate System/Datum

This survey will be performed in the City of Kerrville's native coordinate system, namely, Texas State Plane South Central Zone (US Feet), NGVD-29. All coordinates will reference this datum and drawings will be produced and delivered in same.

DELIVERABLES

Surveyor will be provided with AutoCAD compatible drawing templates for the final deliverable sets of drawings. Each sheet will be 24" by 36" at a horizontal scale of 1" = 20' and a vertical scale (profile scale) of 1" = 4'. Surveyor will create plan profile drawings of the survey, consisting of approximately 10 pages. All drawings produced by surveyor will be created using AutoCAD Land Desktop version 2007.

Surveyor will also deliver CAD files (DWG format), point text files, and other relevant data at the time of completion.

ESTIMATED SCHEDULE

Surveyor estimates that the finished survey would be completed and delivered within fifteen (15) working days from the contracted starting date. Inclement weather or other conditions outside the control of surveyor could delay the project. Should a delay occur, surveyor will report the developments to client as soon as possible and provide a revised date of completion.

COST OF SERVICES

The cost of providing the services outlined herein will total \$6,825 (six thousand eight hundred twenty-five).

Please review this proposal carefully and contact us with any questions you may have.

(See attached addendum to this proposal for Construction Staking.)

**ADDENDUM:
CONSTRUCTION STAKING**

Control surveying and benchmarks are included within the above proposal, and that documentation is sufficient for any surveyor to reproduce our work on the ground and provide construction staking for the contractor. This addendum is provided as an estimate for typical construction staking purposes should client wish to contract with Voelkel Land Surveying to provide these services.

SCOPE OF WORK

Surveyor will monument beginning point, end point, and all angles on the ground for the proposed water line. Further, surveyor will monument each even station interval on 100 foot interval lengths. (For example, STA 1+00, 2+00, etc.) Elevation data for each point will be provided to contractor.

Surveyor will also offset each of these points perpendicularly from the line at an appropriate distance as required to stay off of the roadway and to attempt to maintain adequate distance from construction activities to prevent accidental loss or destruction of the marks. Each offset point would include a wooden stake marked with station number and offset distance.

For this line, approximately 100 monuments are expected to be set (50 on-line, 50 offset).

ESTIMATED SCHEDULE

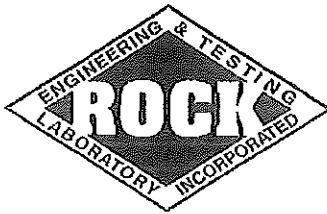
Surveyor estimates that all construction staking points could be set no later than five working days after receipt of necessary data.

COST OF SERVICES

Surveyor estimates the cost of the above described services to total \$ 1,500 (one thousand five hundred dollars).

Please review this addendum to proposal carefully and contact us with any questions you may have. "





- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS
ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

July 23, 2010

John Hewitt, P.E.
Hewitt Engineering, Inc.
100 Horseshoe Ridge
Kerrville, Texas 78028

**SUBJECT: PROPOSAL TO PERFORM A SUBSURFACE EXPLORATION
PROPOSED 10-INCH WATER LINE
JACKSON ROAD AND GLEN ROAD
KERRVILLE, TEXAS
RETL Proposal Number: P072310A**

Dear Mr. Hewitt,

Introduction

Rock Engineering and Testing Laboratory, Inc. (RETL) is pleased to submit the following proposal to perform a subsurface investigation for the proposed water line to be installed along Jackson Road and Glen Road between Harper Road and East Lane in Kerrville, Texas. It is understood that the project will include the installation of approximately 5,000 linear feet of 10-inch water line which will replace an existing 6-inch water line.

As requested, RETL will perform three test borings to identify the subsurface conditions along the water line route.

Scope of the Subsurface Investigation

The subsurface exploration fieldwork will consist of the following:

- RETL will use the site plan provided by Hewitt Engineering, Inc. to locate and stake the borings.
- RETL will notify DIG-TESS to locate and mark underground utilities.
- An RETL representative will be present at the site to coordinate the drilling and sampling activities and prepare field boring logs.
- Three borings will be drilled to a depth of 10-feet. (30 total linear feet)
- Groundwater readings will be obtained during drilling and upon completion of the drilling operations.
- The boreholes will be backfilled with excess soil obtained during the boring operations.

ROCK ENGINEERING & TESTING LABORATORY, INC.
18847 Redland Rd.; Suite 202 • San Antonio, Texas, 78259
Office: (210) 495-8000 • Fax: (210) 495-8015 • www.rocktesting.com

Scope of the Laboratory Testing Program

The laboratory testing program may consist of the following:

- Visual soil classification (ASTM D 2487)
- Water content tests (ASTM D 2216)
- Atterberg limits tests (ASTM D 4318)
- Percent material finer than the #200 sieve (ASTM D 1140)
- Unconfined compressive strength tests (ASTM D 2166)

All phases of the laboratory-testing program will be performed in general accordance with applicable ASTM Specifications. All field and laboratory tests results will be included on the boring logs or in the completed report.

Geotechnical Engineering Report

In addition to the field and laboratory testing, a geotechnical engineering report will be prepared that includes a description of the field exploration and laboratory tests, boring logs, a discussion of the engineering properties of the subsurface materials encountered, OSHA soil classification and recommendations for excavation and backfill.

Fee and Limitations

The lump sum fee to perform the scope of work outlined above will be **\$1,950.00**. The drilling operations can be performed within one (1) week after authorization. The final report can be ready within one (1) week after completion of the fieldwork.

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Client shall provide for RETL's right to enter the site and that the test boring locations are accessible to truck mounted drilling equipment in order for RETL to fulfill the Scope of Services included hereunder.

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RETL, the officers, directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the above named parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of RETL.

The Parties to this agreement agree that if any claim is made that RETL failed to comply with any term of this agreement or that it failed to perform its work and/or duties under this agreement properly, the client, upon proof that there was some failure to comply or some mistake in the performance of the work, shall not be entitled to recover any sum greater than the amount paid by the client to RETL for the service performed by RETL.

Either the Client or RETL may terminate this Agreement at any time with or without cause upon giving the other party 10-calendar days prior written notice. The Client shall within 10 calendar days of termination pay RETL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Closing

If you are in agreement with our proposed scope of work and fee, please provide authorization to proceed by signing below and returning one copy to us. Thank you for your consideration of our firm to assist you with this project. If you have any questions, or comments, please call at (210) 495-8000 or (210) 825-5527.

Sincerely,



Kyle D. Hammock, P.E.
Vice President San Antonio

ACCEPTED AND APPROVED

By: _____

Date: _____

Terms: 30 Days after receipt of report

Agenda Item:

(Staff)

- 3D. A resolution adopting a purchasing policy and procedures manual.

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

SUBJECT: Resolution adopting the purchasing policy of the City of Kerrville

FOR AGENDA OF: August 24, 2010 **DATE SUBMITTED:** August 13, 2010

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

EXHIBITS: Resolution, City's Proposed Purchasing Policy

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's purchasing policy was last approved by Council in 2004. This policy change updates the city's policy to reflect current state law. One major change is the City Manager's approval limit on budgeted items increases from \$25,000 to \$50,000. Another change is to begin using the IRS's per diem rate for meals when traveling. The previous policy reimbursed the employee up to \$65 per day with receipts; the new policy will reimburse the employee based on the per diem rate for the San Antonio area, which is currently \$54 per day for meals.

The chart below reflects the State's current policy and the City's recommendation for purchasing:

RECOMMENDED ACTION

Staff requests approval of the proposed purchasing policy.

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

**A RESOLUTION ADOPTING A PURCHASING POLICY
AND PROCEDURES MANUAL**

WHEREAS, City staff recently reviewed the processes that the City uses to purchase goods and services; and

WHEREAS, staff then drafted a new Purchasing Policy and Procedures Manual (the "Manual") as a way to inform each City department about the purchasing methods which are either legally required and/or are available to staff members who are involved in the purchasing processes; and

WHEREAS, the Manual incorporates state law, which to a large extent, governs the way that the City must purchase goods and services; and

WHEREAS, the City Council of the City of Kerrville, Texas hereby determines that it is in the public interest to adopt the Manual, which will help ensure that the City continuously seeks goods and services in ways that will secure that the lowest possible price and the best value to the City; and

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

SECTION ONE. The Purchasing Procedure and Policy Manual, which is attached as **Exhibit A**, is approved and adopted. Pursuant to this adoption, the City Council authorizes and delegates to the City Manager, or designee, various duties and responsibilities with respect to the purchasing of goods and services for the City.

SECTION TWO. The City Manager is granted the authority to make revisions to the Manual in accordance with changes in state or federal law or where necessitated to ensure the efficient and expeditious management and operations of the City. Where any such revision is made, the City Manager will notify the Council in writing.

SECTION THREE. All previous resolutions which have adopted or amended the City's purchasing policy, including Resolutions 87-108, 91-129, 92-116, and 93-120, and any other resolutions which conflict with the actions taken herein, are repealed.


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

DRAFT



PURCHASING POLICY AND PROCEDURES MANUAL

August 2010

INTRODUCTION

This is the Purchasing Policy and Procedures Manual (manual) for the City of Kerrville, Texas (City). Various City staff members have prepared this manual to inform each City department about the purchasing methods available to those staff members who are involved in the purchasing process.

City purchasing procedures are governed to a large extent by Texas law. Therefore, state law is the ultimate authority on the validity of purchasing procedures. Because the procedures described in this manual derive from state law, at times and where appropriate, this manual uses language taken directly from statutes. At other times, the manual paraphrases and generalizes state law in an effort to assist in the understanding and application of purchasing requirements. That said, this manual cannot and does not address every purchasing situation; thus, when an unusual situation occurs or a difficult factual or legal problem arises, the exact statutory language must be reviewed and analyzed.

The Finance Department will assist the staff of each department to procure quality goods and services that are required to provide our citizens and customers with the services that they expect. The Finance Department will do this with a goal and a process that is intended to secure the lowest, responsible cost to the City.

MISSION, VISION, AND GOALS

Mission: To generate fair and open competition to receive the best prices, terms, and conditions on purchases for the City.

Vision: To serve the citizens and customers of the City through greater efficiencies, both in terms of economy and services, and the procurement of quality supplies, equipment, and services.

Goals:

1. Establish policies and procedures that maintain the integrity of the purchasing process, encourage competitiveness, and show a cost savings on procurements.
2. Procure goods and services of the requested quality and quantity from responsible sources using the most efficient and economical means and at the best possible price and to have them available when and where they are needed.
3. Improve the speed of delivery of supplies, equipment, and services by predetermining through supply contracts or other appropriate means, the available purchasing sources before an actual need becomes known and when possible, take advantage of quantity and special discounts.
4. Comply with state and federal laws and this manual during the purchasing and procurement process.

1. POLICY STATEMENT

It is the policy of the City that it will conduct all purchasing – whether for goods or services – on the basis of economic and business merit. This policy is intended to promote the best interests of the City's citizens and customers.

City purchasing operates in full view of the public. To assure an open purchasing process with the goal of obtaining the lowest possible price, the City Council has determined that the City will use competitive bidding as much as possible in the purchase of goods and services for the City.

The City intends to maintain a cost effective purchasing system conforming to good management practices. To be successful, all employees must support the system. The establishment and maintenance of a good purchasing system is possible only through cooperative effort.

The purchasing process is not instantaneous. Time is required to complete the steps required by state law and this manual. Again, a cooperative effort is required to accomplish timely purchasing of goods and services at the lowest possible price.

2. PURCHASING AUTHORITY

A. Purchasing Agent. The City Manager, pursuant to the City's Charter and City Council's approval of this manual, has delegated purchasing authority and responsibilities to the Purchasing Agent. The Purchasing Agent will be an employee of the Finance Department. The Purchasing Agent must use this authority to procure goods and services for the City in conformance with this manual. In certain instances, and as specified in this manual, the City Manager has also granted this authority to certain employees, which in turn have been authorized by their Department Directors. In no case shall purchasing authority be delegated to an employee or other person who has not been authorized by the City Manager or a Department Director.

B. Responsibilities of Purchasing Agent. The Purchasing Agent's responsibilities include the following:

1. The Purchasing Agent is responsible to ensure compliance with state and federal laws and this manual and to ensure that competitive procurement is practiced in a fully public and ethical environment.
2. The Purchasing Agent is responsible for invitations for bid, bid openings, and assisting departments in the presentation of purchases of goods and services to the City Council. The Purchasing Agent will notify the City Secretary's office of all advertising requirements.
3. The Purchasing Agent will assist departments with identifying potential vendors or contractors or researching any information needed to make purchases.
4. The Purchasing Agent will assist departments in developing specifications for the purchase of goods and services along with the desired delivery schedules.

5. The Purchasing Agent will encourage competition between vendors and contractors through negotiations, competitive bidding, and bulk purchasing by continuously monitoring requisitions from departments. This includes the consolidation of purchases where possible.
6. The Purchasing Agent will solicit evaluations and recommendations from departments on bids received from vendors or contractors.
7. The Purchasing Agent will oversee the transfer and/or reuse of products and equipment between offices and departments or the sale of surplus, obsolete, or unused supplies, materials, or equipment.
8. The Purchasing Agent will assist departments with the testing of goods and services for compliance with specifications.
9. The Purchasing Agent, where applicable, will negotiate all warranties and service agreements.
10. The Purchasing Agent will monitor and evaluate the performance of vendors and contractors.
11. The Purchasing Agent may utilize Cooperative Purchasing Agreements, Interlocal Agreements, and purchasing contracts for price and performance advantages.
12. Departments will use existing City contracts when available for all purchases.
13. The Purchasing Agent will consult with the Legal Department to assure forms and contracts are current and approved for their intended use.

C. Responsibilities of Department. A Department has the following responsibilities with respect to making and managing the expenditure of funds to acquire goods or services for the City. In this manual, "Department" refers to the group of employees responsible for a service(s) or a particular set of duties (e.g., the Public Works Department) and it also refers to the employee(s) within each Department that is authorized and responsible for making purchases.

1. Departments must determine the availability of budgeted funds in the appropriate category before requesting any purchase. The Finance Department will return purchase requisitions if funds are not available and will not restart processing the requisition until the Department addresses this issue.
2. Departments, where possible, must submit all purchasing requests to the Purchasing Agent to allow sufficient time to comply with the procedures established by this manual.
3. Departments, in managing daily operations, will plan and budget to eliminate and/or reduce work stoppages and rush ordering.

4. Departments, with the assistance of the Purchasing Agent, must develop detailed and comprehensive minimum specifications for goods and services. Departments must write the specifications to encourage competition, whenever possible. Where a Department believes that a product, equipment, or service is only available through a sole source, the Department must explain and justify the purchase in accordance with this manual.
5. Departments must immediately and thoroughly inspect all deliveries of goods and equipment and determine their quality and conformance with specifications.
6. A Department must immediately notify the Purchasing Agent upon the discovery of an incorrect order or damaged products, materials, or equipment.
7. A Department will continuously monitor the performance of services procured by the City and immediately report to the Purchasing Agent any deficiencies or violations in the performance of contract.
8. Where possible and when applicable, a Department's communications with vendors or contractors regarding purchasing should be arranged through and under the direction of the Purchasing Agent. This practice may include the evaluation of samples or products.
9. A Department must provide the Purchasing Agent with a copy (email preferred) of any correspondence between a vendor or contractor and the Department.

3. BASIS FOR PURCHASING

A. Purchasing authority under state law.

1. Pursuant to state law, before the City may enter into a contract that requires an expenditure of more than \$50,000.00 from one or more municipal funds, the City must comply with the procedure established by state law for competitive sealed bidding or competitive sealed proposals. (See Chapter 252, Subchapter B, Tx. Local Gov't Code)
2. Pursuant to state law, the City may use the competitive sealed proposal procedure to purchase goods and services, including high technology items and insurance. (See §252.021(b), Tx. Local Gov't Code)
3. The City Council, pursuant its adoption of this manual and in accordance with state law, has delegated to the City Manager, or designee, the authority to determine the purchasing method, including competitive sealed bids, competitive sealed proposals, or otherwise, which provides the best value to the City. (See §252.021(c), Tx. Local Gov't Code)
4. Pursuant to state law, the City, in making an expenditure of more than \$3,000.00 but less than \$50,000.00, must contact at least two historically underutilized businesses (HUB) on a rotating basis, based on information provided by the state comptroller. If

the state's list fails to identify an eligible HUB, the City is exempt from this requirement. (See Chapter 252, Subchapter B, Tx. Local Gov't Code)

5. The City is entitled to reject any and all bids. (See §§ 252.043(f), 271.027(a), Tx. Local Gov't Code)

B. Exemptions from the requirement of competitive bidding. Pursuant to state law, the following purchases are exempt from Chapter 252, Texas Local Government Code and do not require competitive bidding. Some exemptions are explained more fully in other sections of this manual.

1. a procurement made because of an emergency;
2. a procurement for personal, professional, or planning services;
3. a procurement for work that is performed and paid for by the day as the work progresses;
4. a purchase of land or a right-of-way; and/or
5. a procurement of items that are available from only one source ("sole source"), including:
 - a. items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
 - b. films, manuscripts, or books;
 - c. gas, water, and other utility services;
 - d. captive replacement parts or components for equipment;
 - e. books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
 - f. management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
 - g. a purchase of rare books, papers, and other library materials for a public library;
 - h. paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
 - i. a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
 - j. a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212, Tx. Local Gov't Code;
 - k. personal property sold:
 - 1) at an auction by a state licensed auctioneer;
 - 2) at a going out of business sale held in compliance with Chapter 17, Subchapter F, Tx. Business & Commerce Code;

3. by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or
4. under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;
 - l. services performed by blind or severely disabled persons;
 - m. goods purchased by a municipality for subsequent retail sale by the municipality;
 - n. electricity; or
 - o. advertising, other than legal notices. (*See* §252.022, Tx. Local Gov't Code)

C. Procurement of professional services.

1. The City is specifically prohibited under state law from obtaining certain professional services through competitive bidding. The Professional Services Procurement Act states that a city may not use traditional competitive bidding procedures when seeking professional services. Alternatively, the City must award a professional services contract on the basis of demonstrated competence and qualification for the performance of that particular type of professional services. (*see* Ch. 2254, Tx. Gov't Code)
2. Fees must be fair and reasonable, consistent with and not in excess of published recommended practices and fees of applicable professional organizations, and not in excess of any maximums specified by state law.
3. "Professional services" includes services within the scope of the practice of accounting, architecture, optometry, professional engineering; this includes services performed by any licensed architect, optometrist, physician, surgeon, certified public accountant or registered professional engineer in connection with his or her professional employment or practice.
4. In procuring architectural, engineering, or land surveying services, the City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with that provider at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City must formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process to select and negotiate with providers until a contract is entered into.

D. Purchases through a state contract. The state comptroller may perform purchasing services for local governments. A city that makes purchases under such a contract satisfies all state competitive bidding laws. The City may participate in such contracts by adopting a resolution and submitting it to the comptroller. Appropriate approvals are still required for this type of purchase. (*see* Ch. 271, Subchapter D, Tx. Local Gov't Code)

E. Cooperative purchasing programs. Pursuant to state law, the City may participate in a cooperative purchasing program with another local government or a local cooperative organization. To participate, the City may sign an agreement with another participating local

government or a local cooperative purchasing organization. A city that makes purchases under such a program satisfies all state competitive bidding laws. Appropriate approvals are still required for this type of purchase. (*see* Ch. 271, Subchapter F, Tx. Local Gov't Code)

F. Interlocal Cooperation. State law authorizes the City to enter into cooperative purchasing agreements with other jurisdictions (*see* Ch. 791, Tx. Gov't Code). In addition, state law authorizes the extension of state bids and contracts to participating local governments under certain conditions. Appropriate approvals are still required for this type of purchase. (*see* Ch. 271, Subchapter D, Tx. Local Gov't Code).

G. Bonding. State law requires contractors to submit bonds to the City for bids, payment, and performance of contracts on certain public works projects. State law establishes standards for when the bonds are required and the amount of the bond. A corporate surety duly authorized and admitted to do business in the State of Texas must issue the bonds. Although the term "public work" is not defined by statute, it is generally understood to mean the construction, repair, or renovation of a structure, road, highway, utilities, or other improvement or addition to real property. Bonds are required in the following amounts:

1. **Bid bond.** A bid bond, in the amount of 10% of the proposed contract price, is required where a contract is in excess of \$100,000.00.
2. **Performance bond.** A performance bond, in the total amount of the contract, is required if the contract is in excess of \$100,000.00.
3. **Payment bond.** A payment bond is required if the contract is in excess of \$50,000.00, in the total amount of the contract. The bond is intended solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in the contract.
4. **Maintenance bond.** In addition to the above statutorily required bonds, the City will require a maintenance bond for all public work projects for a minimum time period of one year. (*see* Ch. 2253, Tx. Gov't Code)

H. Disqualification of bidder/proposer. Pursuant to state law, the City may reject any and all bids and/or reject a bid on the basis that it is nonresponsive. In addition, the City may disqualify a bidder where there is a reasonable belief that the bidder might not be able to satisfactorily fulfill the contract or that past performance by the bidder has left grounds for suspecting that the bidder might engage in unacceptable conduct. The City will not take the act of disqualification lightly. The City may consider the safety and financial records of bidders and proposers. Where a bidder or proposer has had past unsatisfactory contracts with the City, the experience must be thoroughly documented by the applicable Department by completing a Vendor Performance Form (*see* **Exhibit ____**). Upon completion, the Department must forward the form to the Purchasing Agent who will maintain a list of bidders and proposers and their performance history.

I. Alternative delivery methods. Pursuant to state law, City Council may determine that the alternative delivery methods described by Chapter 271, Subchapter H, Tx. Local Gov't Code, provide a better value for the municipality with respect to an expenditure which exceeds

\$50,000.00 than the competitive bidding procedures described in Chapter 252, Tx. Local Gov't Code. If such a determination is made, the City must use one of the alternative delivery methods described in Chapter 271, Subchapter H with respect to that expenditure.

J. Tax exempt status. The City is exempt from federal, state, and local taxes except in certain prescribed cases. An exemption certificate is available from the Finance Department. Upon request, a Department may furnish the certificate to any of the City's vendors or contractors.

4. PURCHASING AMOUNTS – THRESHOLDS. The following table provides general guidelines for purchases and the procedures and approvals required. More specific information follows.

CITY OF KERRVILLE APPROVAL REQUIREMENTS			
Total Amount of Request	Type of Bid/Quotes Required	Employee(s) Responsible for Bid/Quotes	Approvals Required
Goods/services costing \$50,000 or more	Competitive bids/proposals opened at a public meeting by the City Secretary & Purchasing Agent	Purchasing Agent, Department (Project Manager)	City Council & City Manager
Goods/services costing \$25,000 to \$49,999.99	3 Written Quotes based on like products	Purchasing Agent, Department (Project Manager)	City Manager
Goods/services costing from \$5,000.00 to \$24,999.99	3 Written Quotes based on like products	Purchasing Agent, Department (Project Manager)	Department Director and Finance
Goods/services costing from \$500.00 to \$4999.99	3 Quotations written or verbal based on like products	Department	Division Manager & Finance Department
Goods/services costing up to \$499.99	Efforts made to obtain the best value for the City	Department	Supervisors and Finance

5. PURCHASES LESS THAN \$499.99

A Department may purchase products, materials, or services up to \$499.99 from a vendor or contractor by the following method. Because the administrative cost of requesting competitive bids would be more than the amount that could be saved by receiving such bids, the competitive bidding procedure does not apply to purchases of \$499.99 or less. However, even though bids are not required for this purchase, a Department must still seek out the lowest possible pricing. Further, because a significant amount of small purchases may occur locally and in many cases result in the lowest or competitive pricing, a Department should consider local vendors and contractors for purchases in this amount.

6. PURCHASES LESS THAN \$5000.00

A Department may goods and services that are estimated to cost less than \$5000.00 from a vendor or contractor by obtaining three written or verbal bids (quotations) for similar products. This procedure enables a Department to procure small purchases in a cost and time-effective manner using an informal solicitation method. The Department must record each bid or proposal on or attach it to the purchase order. Where possible, the Department should use the Purchasing Card (PCard) for these types of purchases. If the Department is unable to use a PCard, the Department must enter the purchase order into the City's purchasing software and obtain a purchase order number.

7. PURCHASES LESS THAN \$ 25,000.00

A. Three written bids. A Department must purchase goods and services that are estimated to cost less than \$25,000.00 by first developing written specifications and then using these specifications to obtain a minimum of three written bids (quotes). Written bids must be made on the vendor's or contractor's letterhead or on the bid form provided by the Purchasing Agent (*see Exhibit ____*). Departments must attach copies of each written bid to the purchase order. Bids are valid for 6 months and will then automatically expire such that the City will need to request new bids.

B. Purchase requisition. All purchases shall require a purchase requisition initiated by the Department whose appropriation will be charged and a purchase order approved by the Purchasing Agent. No contract or order shall be issued to any vendor or contractor unless and until the Finance Department certifies the availability of a sufficient unencumbered appropriated balance. Inclusion in an approved budget does not automatically entitle the Department to the goods or services requisitioned.

C. Historically underutilized business. State law (§252.0215, Tx. Local Gov't Code) requires Texas cities to contact at least two (2) historically underutilized businesses (HUB) on a rotating basis when making any expenditure of more than \$3,000 but less than \$50,000. The HUB must be based on information provided by the Texas Comptroller (*see www.window.state.tx.us/procurement*). If the list fails to identify a disadvantaged business in Kerr County or if the purchase is an emergency (*see § ____ of the manual below*), the City is not required to follow this requirement.

D. Sequence for purchases less than \$25,000.00

1. The Department sends a purchase request via the City's purchasing software with minimum requirements, such as description, unit price, quantity, total price, deliver/freight costs, payment terms, account code, vendor/contractor name. The Finance Department will then certify the availability of funds and accuracy of account code(s).
2. The Purchasing Agent must verify the receipt of written, competitive bids or proposals and will then assign a purchase order number.
3. The Purchasing Agent will place the order.

8. PURCHASES BETWEEN \$25,000.00 TO \$49,999.99

A. Authority. Only the Purchasing Agent, and subject to approval by the City Manager, has authority to make purchases in the amounts between \$25,000.00 and \$49,000.00. Any such purchase must be for an item or service that was approved within the budget.

B. Three written bids. Prior to any purchase of goods or services that are estimated to cost between \$25,000.00 and \$49,999.99, the Purchasing Agent, with assistance from the Department, must develop written specifications. The Purchasing Agent will then use these specifications to obtain a minimum of three written bids (quotes). Written bids must be made on the vendor's or contractor's letterhead or on the bid form developed by the Purchasing Agent (*see Exhibit ____*). The Purchasing Agent will attach copies of each written bid to the purchase order. Bids are valid for 6 months and will then automatically expire such that the City will need to request new bids.

C. Purchase requisition. All purchases shall require a purchase requisition initiated by the Department whose appropriation will be charged and a purchase order approved by the Purchasing Agent. No contract or order shall be issued to any vendor or contractor unless and until the Finance Department certifies the availability of a sufficient unencumbered appropriated balance. Inclusion in an approved budget does not automatically entitle the Department to the good or service requisitioned.

D. Historically underutilized business. State law (§252.0215, Tx. Local Gov't Code) requires Texas cities to contact at least two (2) historically underutilized businesses (HUB) on a rotating basis when making any expenditure of more than \$3,000.00 but less than \$50,000.00. The HUB must be based on information provided by the Texas Comptroller ([see www.window.state.tx.us/procurement](http://www.window.state.tx.us/procurement)). If the list fails to identify a disadvantaged business in Kerr County or if the purchase is an emergency (*see* § ____ of the manual below), the City is not required to follow this requirement.

E. Sequence for purchases between \$25,000.00 and \$49,999.99.

1. The Purchasing Agent will create a purchase request via the City's purchasing software with minimum requirements, such as description, unit price, quantity, total price, deliver/freight costs, payment terms, account code, vendor/contractor name. The Finance Department will then certify the availability of funds and accuracy of account code(s).
2. The Purchasing Agent will then assign a purchase order number.
3. The Purchasing Agent, following approval by the City Manager, will place the order.

9. PURCHASES GREATER THAN \$50,000.00.

A. Authority. State law (§252.021, Tx. Local Gov't Code) provides that purchases estimated at more than \$50,000.00 require advertising which requests sealed bids or proposals. The Purchasing Agent is responsible for the advertisement and distribution of the requests for bids or proposals. City Council is responsible for selecting and approving the bid or proposal, in accordance with state law.

B. Sequence for purchases greater than \$50,000.00.

1. A Department must initiate the bid process by completing a Request for Purchasing (*see Exhibit ____*) to obtain an Invitation to Bid (ITB), Request for Proposal (RFP), or Request for Qualifications (RFQ).
2. Departments must avoid any act or practice of component, consecutive, or sequential purchases, as detailed in § ____ of the manual.
3. The Department is responsible for preparing or aiding the Purchasing Agent in the preparation of specifications for bids.
4. The Purchasing Agent will assign the bid a number or group it with other like items in an existing bid.
5. The Purchasing Agent will prepare bids and bidder mailing lists. After consulting with the Department, the Purchasing Agent will set the bid advertising dates and schedule the bid opening date and time. Where appropriate, the Purchasing Agent will utilize website notices for national advertising.
6. The City Secretary will receive bids and maintain them in a locked file until the date of the bid opening. At the time of the bid opening, the City Secretary will present all bids to the Purchasing Agent for review and analysis. The City will reject as nonresponsive any bid or proposal which is received after the due date and time. The time stamp in the City Secretary's Office will be the official time. Bid or proposal openings are open to the public.
7. The Purchasing Agent will conduct bid or proposal openings. Such opening will take place in Council Chambers or at the place designated in the advertisement and notice.
8. The Purchasing Agent will prepare a tabulation for each item or group of items and after opening the bids, will read them aloud. The Purchasing Agent will consult with the Department for consensus of a recommendation.
9. Pursuant to state law, the City must award bids on the basis of the lowest responsible bidder or the bid that provides the best value. As for "best value", the City, pursuant to law, may consider:
 - a. the price;
 - b. reputation of the bidder;
 - c. reputation of the bidder's goods or services;
 - d. the quality of the bidder's goods or services;
 - e. the extent to which the goods and services meet the City's needs;
 - f. the bidder's past relationship with the City;
 - g. the impact to the City's ability to comply with HUB requirements;
 - h. total long-term cost to the City of acquiring the goods or services; and
 - i. any relevant criteria that the City listed in its ITB or RFP (*see* §252.043, Tx. Local Gov't Code).

10. In the event of a disagreement between the Department and the Purchasing Agent, City Manager or his/her designee, will determine the recommendation.

11. The Purchasing Agent, with Department input, will prepare an agenda bill with the staff recommendation for Council approval and award.

12. The Department will use the City's purchasing software to submit a requisition to the Purchasing Agent for processing.

10. INSURANCE REQUIREMENTS. Where the City contracts with an outside party (contractor, consultant, vendor, or concessionaire) for goods or services, the ITB or RFP that is advertised must include an appropriate proposed contract. The contract should include indemnity and hold harmless that appropriately transfers the project risks from the City to the contractor. Because the contractor may or may not have the financial resources to account for the risks, the City requires the contractor to purchase and maintain valid insurance to help ensure the financial security required by the City. The insurance types and amounts are based on the following:

A. Workers compensation. Workers Compensation covering all employees per the statutory requirement is required on all contracts.

B. Liability insurance. The following insurance is required on all contracts over \$15,000.00:

1. Employer's Liability of \$100,000;
2. Comprehensive General Liability and Bodily Injury & Property Damage \$1,000,000 (per occurrence and aggregate); and
3. Business Automobile Liability covering owned vehicles, rented and non-owned vehicles, and employee non-ownership Bodily Injury Property Damage \$1,000,000 (per occurrence and aggregate).

C. Reasonable coverage. Although not all of the coverage are required for every project, and limits will vary by exposure, understanding insurance is important to assure that all of the City's potential liabilities and exposures from a project are properly and reasonably protected. Where questions arise about the types of insurance or amounts, the Department should contact the Purchasing Agent, who may in turn consult the Risk Manager and/or the Legal Department.

11. WARRANTIES AND SERVICE AGREEMENTS. A Department must include any requirement for warranties or service agreements the purchase specifications for use in creating the ITB or RFP documents. Where negotiation is possible, the Purchasing Agent will negotiate all Warranties and Service Agreements. A Department is responsible to ensure that service agreements exist on equipment, as necessary. A Department must not agree to a service agreement unless prior approval is received from the Purchasing Agent. The Purchasing Agent will forward approved agreements to the Department for final signature. It is the responsibility of each Department to maintain and actively monitor agreements that pertain to their Departments, to schedule service calls under the agreements, and to notify the Purchasing Agent when agreement renewals should be scheduled.

12. BONDS FOR NON-PUBLIC WORKS PROJECTS. Based upon good business practices, whenever the City enters into a contract for the purchase of a product system or service in which the system or service will be of little value to the City until it is complete, then the City may require performance and payment bonds.

13. SOLE SOURCE PURCHASES. State law allows an exemption from the competitive bidding procedure for the procurement of items that are available from only one source. However, the City will strictly interpret this exemption. Items such as captive replacement parts or components may be considered as "sole source" items. Items that are available through a single distributor will not be considered as sole source unless the distributor has an exclusive right to distribute the item and a like item cannot be purchased through any other distributor. The Department shall submit a Sole Source Affidavit (*see Exhibit ____*) to the Purchasing Agent for consideration and approval. (*See §252.022(a)(7), Tx. Local Gov't Code*)

14. HIGH TECHNOLOGY PURCHASING PROCEDURES. All purchases of high technology items must be processed through the Information Technology Department (IT) unless a specific exemption is granted by IT or the City Manager. "High technology" items means the procurement of equipment, goods, or services of a highly technical nature, including data processing equipment, software and firmware, telecommunications equipment, and technical services related to these items. The City may solicit for high technology procurements through a request for proposal. The RFP must specify the relative importance of price and other evaluation factors. High technology is defined as information processing equipment, software, telecommunications equipment, radio and microwave, electronic distributed control systems and the technical services related to such equipment. (*see §§252.001 and 252.021(b), Tx. Local Gov't Code*)

15. PURCHASING OF INSURANCE. All purchases of insurance related products must be processed through the Human Resources Department (HR) unless a specific exemption is granted by HR or the City Manager. The City may solicit for insurance through a request for proposal. (*see §252.021(b), Tx. Local Gov't Code*)

16. PURCHASE OF COMPUTERS AND RELATED EQUIPMENT AND SUPPLIES

A. Requests. The Information Technology Department must review all requests for computers and related equipment, software, services, or supplies. IT's review will help standardize the type and quality of equipment in the City's inventory, ensure that purchases are made with minimum delay, facilitate tracking of requests, assist IT in maintaining accurate inventories for insurance and other purposes, and contribute to the most effective use of City resources. IT will review each request for compatibility with other hardware and software and may investigate alternatives. IT's recommendations and comments will include:

1. Any additional maintenance costs incurred because of the purchase;
2. Compatibility considerations;
3. Cost effectiveness of the request; and
4. Alternatives that would effectively meet a user's needs.

B. Placing the Order. The Purchasing Agent, in consultation with the Department and IT, will prepare and submit the necessary purchase requests.

17. EMERGENCY EXPENDITURES

A. Emergency expenditures authorized; defined. Pursuant to state law, there is an exemption from the bidding process for emergency purchases. An emergency is described as follows:

1. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of residents or to preserve City;
2. A procurement necessary to preserve or protect the public health or safety of residents;
3. A procurement necessary because of unforeseen damage to public machinery, equipment, or other property. (*see* §252.022(a)(1-3), Tx. Local Gov't Code)

B. Sequence for emergency purchases. Where an emergency exists and a purchase estimated at being over \$5,000.00 is required, the following procedure will be used:

1. The Depart must justify the emergency to the Purchasing Agent who shall notify the City Manager. If the expenditure exceeds \$25,000.00, the Purchasing Agent must have the City Manager review and approve of the transaction.
2. The Purchasing Agent, and the City Manager for expenditures exceeding \$25,000.00, must certify that the expenditure is derived from an emergency condition specified by state law, the need for the expenditure was unforeseen, the continued expeditious operation of the City requires that the expenditure be made before the time necessary to obtain City Council approval (for expenditures exceeding \$50,000.00) in advance or to obtain competitive bids, and that funds are available for the expenditure.
3. A copy of the certification shall be delivered to City Council as soon as possible with an explanation of a description of the expenditure, an explanation of the necessity of the expenditure, the source of funds, and evidence of all necessary approvals.
4. Upon certification of the emergency, the Finance Department will process the purchase request in accordance with this manual.

18. RECEIVING ORDERS

A. Upon receiving an order, a Department must inspect the delivery prior to acceptance when possible or otherwise as soon as possible.

B. A Department will acknowledge that all item(s) were physically received and send a confirmation to the Purchasing Agent.

C. A Department shall inspect all items against the purchase order for acceptability and discrepancy. If the items are unacceptable of any discrepancy occurs, the Department will

immediately notify the vendor or contractor. The Department must also send a notice of this issue to the Purchasing Agent.

D. Where the order is deemed correct, the Department shall send the invoice for payment to the Purchasing Agent as soon as possible, as in many cases, state law requires payment within 30 days of the receipt of a correct and proper invoice.

19. CONTRACT RENEWAL PROCEDURES

A. Terms. Renewal terms should not exceed a total of five years including the original year. The Purchasing Agent, in consultation with the City Manager, may make an exception on case-by-case basis when in the best interest of the City.

B. Multiple Award Contracts. When multiple vendor awards occur, if all vendors do not agree to renew, the contract in its entirety may be rebid or just that vendor's part may be rebid.

C. Price Changes. Renewal terms due to quantity changes or vendor proposed price increases may be recommended on a case-by-case basis considering the merits of the renewal offer. No price changes will be considered in the middle of a contract year.

D. Performance. The City will always consider the performance of a vendor and contractor when considering whether or not to renew or rebid. Departments will ensure that a Vendor Performance Form (*see Exhibit ____*) is completed when appropriate.

20. CHANGE ORDERS

A. General Information

1. A Department must submit a change order request to the Purchasing Agent. Included in the request should be the number for the original Purchase Order.
2. Pursuant to state law, an original contract may not be increased by more than 25%; nor may the original contract price be decreased by more than 25% without the consent of the contractor. (*see* §§252.048 and 271.060, Tx. Local Gov't Code).
3. Pursuant to state law, a change order is required if, after the contract has been executed:
 - a. Changes in plans or specifications are necessary;
 - b. It is necessary to decrease or increase the quantity of work to be performed; or
 - c. It is necessary to decrease or increase the quantity of materials, equipment, or supplies to be furnished. (*see* §252.048, Tx. Local Gov't Code)

B. Material Changes. Following advertisement and submission of bids, the City may not make any material changes in the scope, quantities, or related work for goods or services. The City strives to ensure, and the law requires, that the City provides all potential bidders with an equal

opportunity to bid and that toward the end, bidders submit bids upon the same terms and conditions involved in all the items and parts of the contract. To the extent that the City must make such a change after the submission of bids, the City may proceed by rejecting any and all bids.

C. Changes to Professional Services. A Department that is requesting a change order to a contract for professional services, must submit such request to the Purchasing Agent. The Purchasing Agent may approve the change provided that the change order does not increase the original contract amount by more than ten percent (10%). The City Manager must approve changes in excess of this amount. Change orders with a cost which exceeds \$50,000.00 require City Council approval.

21. APPROVALS.

A. City Council. The City Council must approve and award bids, proposals, and contracts that exceed \$50,000.00.

B. City Manager. The City Manager is authorized to contract for expenditures without further approval of the City Council for all budgeted items not exceeding \$50,000.00.

22. PROCEDURE FOR DISPOSAL OF SURPLUS PROPERTY. All departments must review their assets and supplies each year and determine which items are no longer needed. A Department must submit a list of any surplus, obsolete, or unused supplies, materials or equipment to the Purchasing Agent, and include a description, make, model, and serial numbers. The Purchasing Agent, in coordination with Department, may transfer items between Departments based upon needs. Where equipment or durable goods are deemed to be surplus, obsolete, or unused, the Purchasing Agent will remove the item from the City's fixed asset list. The Purchasing Agent may attempt to sell surplus, obsolete or unused supplies, materials, or equipment in a manner that attempts to secure a fair market value price for the City. Funds received from sale of surplus items will be returned to the appropriate City fund.

23. ETHICAL REQUIREMENTS RELATING TO MUNICIPAL PROCUREMENT.

A. State laws. City officials and employees must comply with various state laws with respect to purchasing. The following is intended to provide a summary and the general requirements of the laws.

1. Chapter 176, Texas Local Gov't Code.

a. Chapter 176 of the Texas Local Government Code is applicable to the City. The law also applies to a local government corporation, board, commission, district or authority whose members are appointed by City Council. Anyone designated as an "executive officer" of the City, including a Councilmember, City Manager, Department Director, administrator, or any other person who is designated as an executive officer of the City must comply with the law.

b. As authorized by the state law, the City has extended the requirements of Chapter 176 to any City employee who has the authority to approve contracts on behalf of the City. (see §176.005(a), Tx. Local Gov't Code).

c. Chapter 176 requires executive officers to disclose employment and business relationships with vendors who conduct business with the City.

d. An executive officer is required to file a conflicts disclosure statement ("statement") if a vendor enters into a contract with the City, or if the City is considering entering into a contract with the vendor, and the officer or officer's family member has an employment or other business relationship with the vendor that results in the officer or officer's family member receiving taxable income that exceeds \$2,500.00 in the preceding twelve months.

e. An executive officer is required to file a statement if the officer or officer's family member accepts a gift(s) from a vendor with an aggregate value of more than \$250 in the preceding twelve months. An officer is not required to file a statement in relation to a gift, regardless of amount, that is accepted by an officer or officer's family member if the gift is given by a family member of the person accepting the gift, is a political contribution, or is food, lodging, transportation, or entertainment accepted as a guest.

f. An officer or vendor who knowingly fails to file a statement or a disclosure when required to do so commits a Class C misdemeanor.

2. Chapter 171, Texas Local Gov't Code.

a. Chapter 171 of the Texas Local Government Code regulates a local public official's conflicts of interest. The law defines "local public official" as an elected official, such as a Councilmember, or an appointed official (paid or unpaid) who exercises responsibilities that are more than advisory in nature.

b. The law prohibits a local public official from voting or participating in any matter involving a business entity or real property in which the official has a substantial interest if an action on the matter will result in a special economic effect on the business that is distinguishable from the effect on the public or, in the case of a substantial interest in real property, it is reasonably foreseeable that the action will have a special economic effect on the value of the property, distinguishable from its effect on the public.

c. A local public official who has such interest is required to file, before a vote or decision on any matter involving the business entity or real property, an affidavit with City Secretary, stating the nature and extent of the interest.

d. A local public official is required to abstain from participating in the matter.

e. A local public official who is required to file an affidavit is not required to abstain from participating in the matter if a majority of the members of the governing body have a substantial interest and file affidavits of similar interests on the same official matter.

3. *Chapter 252, Texas Local Government Code.*

a. If a person fails to comply with the competitive bidding or competitive proposal procedures required by Chapter 252, Texas Local Government Code, that person may be convicted of a Class B misdemeanor. This includes a situation in which a person makes or authorizes separate, sequential, or component purchases in an attempt to avoid competitive bidding requirements. A Class B misdemeanor may be punished by a fine of up to \$2,000, confinement in jail for up to 180 days, or both the fine and confinement.

b. An individual is automatically removed from his or her position if that person is finally convicted of failing to comply with the competitive bidding or competitive proposal procedures required by Chapter 252. Once removed from office, such a person may not hold any public office in this state for four years after the date of final conviction. Also, for four years after the date of final conviction, the convicted person may not be employed by the city where the person was serving when the offense occurred and may not receive any compensation through a contract with the city.

c. State law specifies that if a city enters into a contract without complying with the competitive bidding or competitive proposal requirements of Chapter 252, the contract is void. (See §252.061, Tx. Local Gov't Code)

d. Separate, sequential, or component purchases to avoid placing any purchase in a lower cost bracket in order to avoid approval levels or the competitive bid process are prohibited. Departments shall manage and plan in such ways that all purchases are made in sufficient quantities to meet needs. "Separate Purchases" mean purchases made separately of items that in normal purchasing practices would be bought in one purchase. "Component Purchases" means purchases of the component parts of an item that in normal purchasing practices would be bought in one purchase. "Sequential Purchases" means purchases of items made over a period that in normal purchasing practices would be bought in one purchase. (See §§252.001, 252.062, Tx. Local Gov't Code).

B. City ethical rules. The City demands the highest ethical standards of conduct from its employees and from vendors or contractors dealing with the City. City employees engaged in purchasing must comply with the following ethical standards.

1. *Gratuities.* Certain kinds of conduct such as offering gifts, gratuities, or discounts to City employees to influence their decisions in the purchasing process are expressly prohibited. The City may reject a bid or cancel a contract without liability if it is determined by the City that gratuities were offered or given by a vendor or contractor, or an agent or representative of the vendor or contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event a contract is cancelled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the vendor or contractor in providing such gratuities.

2. *Confidential information.* It is a violation of City policy for any employee to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

3. *Purchase of materials, equipment, and supplies for personal use.* Unless approved in writing by the City Manager, no employee may purchase City property for personal use unless it is purchased through the City's public auction, online purchases, or through the sealed bid procedures of the City.

4. *Purchases for personal, private use.* No employee may use the purchasing power of the City to make purchases for personal, private use. Employees should not have private purchases sent or delivered to the City.

5. *Travel, meals, and other expenses paid by vendor or contractor.* Travel costs to a vendor's or contractor's site shall be paid by the vendor or contractor only if the bid or proposal solicitation specifically stated that such visits would be at the vendor's or contractor's sole expense. The City will pay all other travel costs. Employees must fully document the visits and related expenses.

24. PURCHASING (P-CARD) CARD POLICY AND PROCEDURES

A. Overview. The City issues and authorizes the use of Purchasing Cards (P-card) to establish a more efficient, cost-effective method of purchasing and payments. P-cards are intended to streamline the purchasing and accounts payable process by reducing paperwork generated by low cost, high volume transactions, provide immediate access to goods and services, and facilitate quick payments to vendors and providers. Such use also results in a significant reduction of both data entry and paperwork. The P-card is designed to delegate the authority and capability to purchase limited items directly to an authorized employee. A P-card will enable an certain employees to purchase, under specified delegated authority, non-restricted goods directly from vendors without the issuance of a purchase order. Authorized employees may use a P-card with vendors that accept VISA.

B. SCOPE. This policy applies to all Departments. All P-cards are governed by this policy and employees who are authorized to use P-cards to perform official City business must comply with state law and this manual.

C. RESPONSIBILITIES.

1. The Finance Director is the administrator of the P-card program.

2. A Department Director, where appropriate, may authorize an employee(s) under their immediate direction to use a P-card. The Director will make recommendations to the Purchasing Agent as to recommended limits on the account, to include monthly spending limits, number of transactions per day, number of transactions per billing cycle, and merchant category restrictions.

3. An employee authorized to use a P-card must and sign a Purchasing Card Cardholder Agreement (*see Exhibit ____*) prior to being issued a P-card. The employee is responsible for not only protecting the card, but is also responsible and accountable for all purchases made using the P-card. The employee must keep the P-card in their possession and not allow anyone to use the P-card issued in their name. The employee will assume responsibility for all purchases made with the Purchasing Card, adhering to this policy, and insuring that no unauthorized purchases are made. The City will consider unauthorized purchases to be misappropriation of City funds which violates City policy and potentially state law. The employee authorized to use the P-card and the Department Director are responsible for the integrity and accuracy of P-card purchases and as such, are responsible for receipts for all P-card purchases and transactions. All purchases processed against a P-card must be made by, or under the immediate direction of, the employee to whom the card is issued. P-card receipts must specify all purchased items. Receipts that show only a total amount without any itemized details are unacceptable. The employee must inform the merchant of the City's tax exempt status; where the employee fails to do this, the employee will be responsible for reimbursing the tax amount to the City. The City will hold the employee personally responsible for items purchased without the supporting documentation.

4. The Purchasing Agent will return incomplete receipts to the P-card holder and the Department Director who will then be responsible for obtaining a detailed receipt.

5. P-card holders who do not retain acceptable receipts for P-Card purchases may have their authority for using the P-card revoked. The Purchasing Agent will notify a Department Director concerning any misuse of a P-card.

D. Purchases. P-cards are intended for small purchases or products and supplies needed during the course of business. The Purchasing Agent will place limitations and restrictions on each P-card issued to an authorized employee depending on job duties. Merchant Category Codes will limit the vendors allowed to accept the card and limits will be set for single purchases and maximum monthly purchase limit. The P-card must not be used on any goods or services or with any merchant which would be considered to be an inappropriate use of public funds. The following list constitutes examples of inappropriate purchases made with a P-card, but is not intended to be an exhaustive or an inclusive list:

1. Items for personal use;
2. Alcoholic beverages;
3. Bars, cocktail lounges, etc.
4. Consulting services (*e.g.*, construction, engineering, etc.);
5. Cash advances;
6. Salaries and wages;
7. Purchases made from merchants with restricted MCC codes;
8. Gifts or donations;
9. Transaction amounts greater than the cardholder's transaction limit;
10. Split purchases to bypass limits on P-card;
11. Separate, sequential, and component purchases or transactions made with the intent to circumvent state law or this manual.

E. Reconciliation. The Purchasing Agent will place spending limits and other restrictions on each P-card issued to an authorized employee depending on the purchasing authority of the cardholder. The Department must maintain receipts for each purchase throughout the month. During the month and at month's end the Department may view all purchases online. The Department must review the charges, print the register, and reconcile the amounts with the receipts for the purchases. The Department must then forward the register and receipts to the Purchasing Agent. The Purchasing Agent will review the purchases and authorize or reject any payment. The Purchasing Agent will then forward the paperwork to Accounts Payable for payment. A Department does not need to create a purchase requisition as Account Payable will issue one purchase requisition for the City-wide purchases for the month. The Purchasing Agent will immediately notify a Director of any unauthorized purchases during the review process.

F. Disputed Charges. An authorized employee who is issued a P-card holder is responsible for attempting to resolve any dispute with a vendor. The employee must attempt to resolve such dispute within fifteen (15) days of receipt of a purchase. If a resolution is not possible, the employee must notify the bank of the disputed item. The bank will provide a dispute form that the employee cardholder must complete and return to the bank. The employee must submit a copy of the form to their Department Director and the Purchasing Agent. In most cases, the bank will work directly with the employee to resolve the problem.

G. Termination or transfer of employee. When an employee who has been issued a P-card terminates from City employment or transfers from a Department, the Department Director must immediately, but in any event within one business day, contact the Purchasing Agent to report the change. The Purchasing Agent will have the Department complete the appropriate form that reflects this change. The Department will submit this form and pending receipts to the Purchasing Agent for processing. Where possible, the Department must try to have a terminated employee reconcile his/her P-card statements prior to termination. If there are any remaining charges on the P-Card not accounted for, those charges will be billed to the terminated cardholder or recuperated through other means.

H. Audit of records. The Finance Department may periodically audit any Department for P-card activity. Any failure to comply with this policy in the use or administration of a P-card may result in cancellation of a card and subject the cardholder to discipline, up to and including termination.

I. Loss of P-card. A P-card holder must report a lost P-card immediately but in any event, within one business day of discovered loss. The City may hold an employee liable for any losses not covered by the protection plan. The City may also hold an employee responsible for the cost of a replacement card.

25. PETTY CASH DISBURSEMENT.

A. Rules and forms.

1. A Department may submit a request for petty cash from the Finance Department. The request and disbursement must not exceed \$100.00. If cash payment is necessary due to unforeseeable circumstances, the Finance Director of Finance may approve an expenditure over the \$100.00 limit.

2. Only expenditures specifically authorized by the this manual are allowed.
3. A Department must not use petty cash pay for services rendered.
4. An employee must not use petty cash for any use that violates this manual.

B. Maintaining petty cash. Petty cash vouchers, receipts, and cash on hand must at all times equal the total amount authorized for the petty cash fund. The Finance Department will issue a petty cash voucher to a Department at the time money is advanced for an employee to make purchases on the City's behalf. The Department must sign the petty cash voucher indicating approval for the purchase. The sales receipt must be attached to the petty cash voucher after the purchase. The petty cash voucher should include the amount and purpose of the proposed expenditure, the expense account number, and be signed and dated by the recipient the Department. Vouchers may not be used as a substitute for a sales receipt. Where a Department maintains a departmental petty cash, the Department must turn in petty cash vouchers with receipts attached to the Finance Department on a weekly basis to exchange for cash in reimbursing the departmental petty cash.

C. Audit of petty cash. The Finance Director will periodically audit petty cash expenditures as to form and regulations and may confirm purchases.

26. RENTAL OR LEASE OF EQUIPMENT.

A. Rental procedures. Where a Department seeks to rent or lease equipment, such acquisition must be handled as any other type of purchase such that a purchase requisition is sent to the Purchasing Agent for the procurement. Prior to placing a request, a Department should determine whether the equipment that is proposed for rental or lease is available in any other Department.

B. Lease/purchase agreements. Any equipment lease may occur but only after the availability of a lease option has been fully evaluated for efficiency and cost effectiveness. A Department will work with the Purchasing Agent and Finance Department when proposing either a short-term or long-term lease of equipment for analysis of actual capital costs including interest charges. The total cost of the lease shall be calculated. Where such cost exceeds an authorized purchasing threshold for either the City Manager or City Council under this manual, the City Manager or City Council, as appropriate, will need to approve the lease agreement. Under no circumstances may a Department sign a rental or lease agreement unless prior approval has been granted by the Purchasing Agent.

REQUEST FOR PURCHASING CARD (P-Card)

TO: Purchasing Agent

FROM:

DEPARTMENT:

SUBJECT: *Request for Purchasing Card (P-Card)*

DATE:

I request that the Finance Department issue the following employee a City Purchasing Card (P-card) for the purpose of making purchases in the normal course of authorized City business.

Full Name of Employee (print): _____

Employee Title: _____

Employee Signature: _____

Single Item Purchase-Supplies or Material (**Not to exceed \$3,000**): _____

Daily Transaction Limit: _____ # of Transactions: _____

30-Day Limit: _____

Restrictions: _____

_____.

REQUESTED BY: _____
Signature of Department Director

APPROVED BY: _____
Signature of Purchasing Agent

Date: _____

Copy: Designated Cardholder
Director/Manager

PURCHASING CARD (P-CARD) CARDHOLDER AGREEMENT

I, _____ hereby agree to comply with the **Purchasing Card (P-card)** policy and procedures and the following terms and conditions regarding my use of the card. As a cardholder, I have read and understand the **City of Kerrville Purchasing Policy and Procedures**, which includes the P-card policy.

1. I understand that I am being entrusted with a valuable tool, the P-card. I will be making financial commitments on behalf of the City of Kerrville. I will always obtain the best value for the City by using the P-card wisely and with discretion.

2. I agree to use this card for official City business and approved purchases only. I fully understand that my misuse or abuse of the P-card will result in revocation of the card and appropriate disciplinary action, which may include termination of my employment. I also agree to attend training on the use of this card as prescribed by Purchasing Agent.

3. The following acts are prohibited, and I understand that this is not an exclusive or exhaustive list:

- Expenditures for personal purposes;
- Cash advances or refunds;
- Expenditures for entertainment, including but not limited to the purchase of alcoholic beverages;
- Purchases under contracts, unless an emergency exception is granted;
- Separate, sequential, and component purchases or transactions made with intent to circumvent state law or City policy;
- Transaction amounts greater than the limits on the P-card issued to me;
- Failure to submit proper documentation with each monthly statement, and;
- Allowing the card to be used by someone else

4. I understand the I do not own the P-card and that the City has issued the card to me so that I can conduct authorized City business in an efficient, expeditions, and cost-effective manner. I agree to return the P-card immediately upon request or upon termination of employment (including retirement and resignation). Should I be transferred between Departments or positions, qualify for extended leave, or undergo an organizational change which causes my duties to no longer necessitate the use of the P-card, I agree to return it immediately.

5. If the card is lost or stolen, I agree to immediately notify the Purchasing Agent and my Department Director.

I understand and agree that my use of the P-card is subject to the following specific purposes or restrictions:

Employee Signature

Date

Department

Department Director

Date

Purchasing Agent

Date

Transaction Limit: \$ _____

Monthly Limit: \$ _____

PURCHASING CARD (P-CARD) LOST/STOLEN REPORT

TO: Purchasing

FROM:

DEPARTMENT:

Card Number: _____

Full Name of Employee (print): _____

Employee Signature: _____

Employee Title: _____

Date of Loss: _____

Date Stolen: _____

Details: _____

Copy: Designated Cardholder
Director/Manager

CARDHOLDER STATEMENT OF DISPUTED ITEM(S)

RE: _____

CARDHOLDER NAME: _____ CARD NUMBER: _____

MERCHANT (VENDOR) NAME: _____ DISPUTED AMOUNT: \$ _____

I dispute the charge(s) described herein as follows: [Check Appropriate Box(es)]

☐ I certify that the charge listed above was not made by me nor were the goods or services represented by the above transaction received by me or by a person authorized by me.

☐ I do not recognize the transaction as listed above. Please inform me of merchant name and description of merchandise purchases.

☐ Although I did engage in the above transaction, I dispute all or part of the charge in the amount of \$ _____.

☐ I have contacted the merchant and requested a credit adjustment that I did not receive or was not satisfactory.

☐ I have been charged twice for the same transaction. Posting dates: _____ and _____

☐ A credit slip was listed as a sale on my statement.

☐ The amount of the sales slip was increased from \$ _____ to \$ _____. Enclosed is my copy of the sales slip prior to alteration.

☐ I received a price adjustment (credit slip) on the above transaction, and it has not appeared on my statement. Enclosed is a copy of the credit memorandum.

☐ Non-Acceptance

☐ Other, please explain completely.

I am disputing the charge because: _____

Designated Cardholder Signature: _____

Daytime Phone: _____

Date: _____

Fax Dispute Form to: Purchasing Agent

MONTHLY TRANSACTION LOG

This form should be attached to monthly memo statement with all receipts, packing slips, invoice copies, etc.

Cardholder _____ Department _____ Billing Cycle _____

Order		Item		
Date	Vendor	Description	Cost	Purchase Order

GRAND TOTAL \$ _____

I certify that the above listed items have been purchased by me for the sole and exclusive use of the City of Kerrville.

Cardholder Signature _____ Date _____

Director _____ Date _____
Manager Approval _____

WRITTEN QUOTE SHEET
\$5,000.00 +

WRITTEN QUOTE SHEET \$5,000.00 +

Date Requested: _____

Dept/Div: _____

Funds Budgeted in Account: _____

Budgeted Amount: _____

	Vendor One	Vendor Two	Vendor Three
Firm			
Address			
City			
State/Zip			
Telephone			
Fax			
Sales Rep:			
E-Mail Address			
Delivery			
Freight Term			
Payment Term			
HUB			

Qty	Unit	Description (include Brand/Model)	Vendor 1		Vendor 2		Vendor 3	
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
			SUB - TOTAL					
			GRAND TOTAL					

**PURCHASING REQUEST
INVITATION FOR BID (IFB) AND/OR
REQUEST FOR PROPOSAL (RFP)
\$50,000.00 +**

Purchasing Request

Invitation for Bid (IFB) and/or Request for Proposal (RFP)

\$50,000.00 +

Date Requested: _____

Department: _____

Funds Budgeted in Account: _____

Budgeted Amount: _____

Point of Contact: _____

1st Advertising Notice Date requested: _____ Notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. (if unknown leave blank)

2nd Advertising Notice Date requested: _____ (if unknown leave blank)

Requested Opening Date: _____ The date of the first publication must be before the 14th day before the date set to publicly open the bids and read them aloud. (if unknown leave blank)

Attachments:

- | | <u>Yes</u> | <u>No</u> |
|---|--------------------------|--------------------------|
| 1) Detailed Specifications pertaining to requested item(s) to be purchased. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) List of any vendors known by the department to provide material or services. | <input type="checkbox"/> | <input type="checkbox"/> |

Signatures:

Director: _____

Date: _____

Purchasing Manager: _____

Date: _____

EXHIBIT ____

VENDOR PERFORMANCE FORM

VENDOR PERFORMANCE FORM

City of Kerrville, Tx.

Instructions: Complete this form to report exceptional or unsatisfactory vendor performance and return to the Purchasing Agent.

Purchase Order No.	Requisition No.	Today's Date:
Vendor Name: Contact: Address: City, State: Phone: Fax: E-mail:		Department: Contact: Phone: Fax: E-mail:
Nature of report (Check all applicable boxes):		
<u>POOR PERFORMANCE</u> <input type="checkbox"/> Late Delivery <input type="checkbox"/> Failure to Deliver <input type="checkbox"/> Delivery made at wrong destination <input type="checkbox"/> Failure to identify shipments per contract terms <input type="checkbox"/> Short/over weight or count <input type="checkbox"/> Vendor shipped incorrect merchandise <input type="checkbox"/> Failure to replace damaged goods <input type="checkbox"/> Slow replacement of damaged goods <input type="checkbox"/> Failure to pickup incorrect shipment <input type="checkbox"/> Improper Product Packaging <input type="checkbox"/> Failure to meet specifications <input type="checkbox"/> Failure to follow palletizing instructions <input type="checkbox"/> Poor product quality <input type="checkbox"/> Poor product performance <input type="checkbox"/> Failure to respond to letter or phone call <input type="checkbox"/> Failure to promptly notify Purchasing concerning Manufacturer discontinuation of an item <input type="checkbox"/> Poor customer service (Requires comment) <input type="checkbox"/> Unauthorized substitution <input type="checkbox"/> Unsatisfactory installation <input type="checkbox"/> Service not performed within specifications <input type="checkbox"/> Incorrect invoices <input type="checkbox"/> Failure to comply with terms & conditions of contract (Requires comment)		<u>RESOLUTION</u> <input type="checkbox"/> Complaint withdrawn <input type="checkbox"/> Vendor failed to receive purchase order <input type="checkbox"/> Delivery made after late notice sent <input type="checkbox"/> Performance corrected <input type="checkbox"/> Material or item replaced <input type="checkbox"/> Equipment performance corrected <input type="checkbox"/> Invoice Corrected <input type="checkbox"/> Item cancelled from contract (Vdr failure-Vdr initiated) <input type="checkbox"/> Item cancelled from contract (Vdr failure- Purchasing initiated) <input type="checkbox"/> Item cancelled from contract (No fault of vendor) <input type="checkbox"/> Entire order cancelled <input type="checkbox"/> Entire contract cancelled (Vendor fault) <input type="checkbox"/> Entire contract cancelled (No fault of vendor) <input type="checkbox"/> Damages paid <input type="checkbox"/> Vendor counseled <input type="checkbox"/> Order completed <input type="checkbox"/> Correct shipment received <input type="checkbox"/> Damages not paid – Vendor removed from bid list <input type="checkbox"/> Performance not corrected – Vendor removed from bid list
<u>ACTION TAKEN BY PURCHASING</u> <input type="checkbox"/> 1 st Written notice issued for late delivery <input type="checkbox"/> 2 nd Written notice issued for late delivery <input type="checkbox"/> Damaged assessed <input type="checkbox"/> Vendor commended <input type="checkbox"/> Shipment rejected <input type="checkbox"/> Vendor counseled		<u>EXCEPTIONAL PERFORMANCE</u> <input type="checkbox"/> Shipment made early upon Purchasing/Department request <input type="checkbox"/> Product upgrade substitution suggested and accepted <input type="checkbox"/> Exceptional customer service response <input type="checkbox"/> Exceptional service provided for return of products <input type="checkbox"/> Provided technical/training/set-up assistance when not required <input type="checkbox"/> Price reduction for large order <input type="checkbox"/> Vendor commended
<u>Detailed explanation (Please be specific):</u> <div style="height: 80px;"></div>		
<u>Resolution completed by Purchasing:</u> _____		<u>Date:</u> _____
<u>Buyer:</u> _____		

CITY OF KERRVILLE APPROVAL REQUIREMENTS			
Total Amount of Request*	Type of Bid/Quotes Required	Individual Responsible for Bid/Quotes	Approvals Required*
Items costing \$50,000 or more	Sealed bids to be opened at a public meeting by the City Secretary and Purchasing Agent	Purchasing, Project Manager	City Council, and City Manager, or Designee
Items costing \$25,000 to \$49,999.99	3 Written Quotes based on like products***	Purchasing, Project Manager	City Manager, or Designee, or City Council **
Items costing from \$5,000.00 to \$24,999.99	3 Written Quotes based on like products***	Department Designee	Department Directors, and Finance
Items costing from \$500.00 to \$4999.99	3 Quotations written or verbal based on like products***	Department Designee	Management Team, and Finance
Items costing up to \$499.99	Efforts should be made to obtain the best value for the City	Department Designee	Supervisors, and Finance

*Approvals apply to all Finance Forms including Purchase Requests, Check Requests, Purchasing Cards and all Petty Cash, travel and other type of forms.

**City Council authorization will be necessary for items that were not detailed in the budget process.
 ***Written quotes should be made on the vendor's letterhead or on the purchasing department's quotation form and will expire after 6 months. All three quotes must be attached to the final invoice when submitted to Accounts Payable for payment.

Agenda Item:
(Staff)

- 3E. A resolution approving the budget for fiscal year 2011 for the Kerr Emergency 9-1-1 Network.

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

SUBJECT: Kerr Emergency 9-1-1 Network Budget for Fiscal 2011

FOR AGENDA OF: August 24, 2010

DATE SUBMITTED: August 16, 2010

SUBMITTED BY: Chief John Young

CLEARANCES: Mike Hayes, City Attorney

EXHIBITS: Resolution, Proposed Budget Fiscal 2011

AGENDA MAILED TO: Bill Amerine, Kerr Emergency 9-1-1 Network, 819 Water Street, Suite 270, Kerrville, Texas 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The city has received the proposed 2011 budget for the Kerr Emergency 9-1-1 Network. The FY 2011 proposed operating budget totals \$393,700.00 as compared to \$391,763.00 in FY 2010, for an increase of 0.49%. The change in revenue can be attributed to very slight increases in wireless and VoIP income which offset the expected 7.06% loss in traditional landline POTS revenue.

The Texas Health and Safety Code, Subchapter D, The Emergency Telephone Number Act requires the 9-1-1 Board to present to the governing body of the participating jurisdictions (cities) and to the county commissioners court no later than 45 days prior to the date the budget is adopted. The participating jurisdictions shall review the proposed budget and submit any comments regarding the budget to the 9-1-1 board. The budget must be approved by a majority of the participating jurisdictions. If no action is taken on the proposed budget before the 61st day after the proposed budget is received, the budget is approved by operation of law. The city received the proposed 9-1-1 budget on August 9, 2010.

RECOMMENDED ACTION

Recommend approval of the proposed budget for the Kerr Emergency 9-1-1 District for FY 2011.

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

**A RESOLUTION APPROVING THE BUDGET FOR FISCAL YEAR 2011
FOR THE KERR EMERGENCY 9-1-1 NETWORK**

WHEREAS, in accordance with Section 772.309 of the Texas Health and Safety Code, the Executive Director of the Kerr Emergency 9-1-1 Network has prepared and presented to the City Council a budget for the Network's fiscal year commencing January 1, 2011; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to approve said budget;

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, approves the 2011 Fiscal Year Budget for the Kerr Emergency 9-1-1 Network as presented and set forth in **Exhibit A**.

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

David Wampler, Mayor

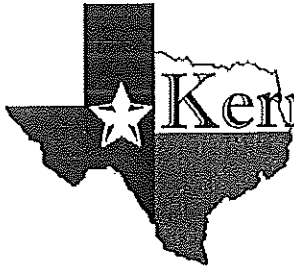
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary



Kerr Emergency 9-1-1 Network

Subject: Proposed 2011 Budget

August 5, 2010

1. Estimated Net Income: \$393,700.00 based on an overall increase of 0.49% from 2010's income. The change in revenue can be attributed to very slight increases in wireless & VoIP income which offset the expected 7.06% losses in tradition landline POTS revenue.
2. 200 Payroll expenses
 - a. 210: Salaries. This line item increased by 10.64% for 2011. The increase is largely attributed to the addition of a full-time GIS/Address Coordinator position to our staff. Our full-time exempt staff will be receiving a 5.16% salary increase for 2011.
 - b. 212: Payroll Taxes: The increase in this item is based on the overall salary overhead and staff changes mentioned above.
 - c. 213: Medical Insurance Expenses: This item has increased significantly. A majority of this increase is based on the new full-time GIS/Address Coordinator position.
 - d. 214: TCDRS Expense Company (Retirement Plan/Benefit): An increase in this item is based on the proposed salary increase for the full time staff and the new staff position.
 - e. 215: TCDRS OTLI (Optional Term Life Insurance Benefit): This is an optional term life insurance benefit for all employees. The amount is the total expense for all full time employees for 2011.
 - f. 225: Texas Workforce Commission (Unemployment Insurance). This amount is reflective of our Texas Work Force tax rate of 8.6%

3. 300 Operations (PSAP)

- a. 310: PSAP Floor Space Lease. The lease covers floor space lease and utility reimbursement only. No change for 2011.
- b. 315: 9-1-1 Call Taker Training: This line item allocates \$5,000.00 for all associated 9-1-1 call taker training. Dispatcher training will be funded as requested and required to certify new dispatchers. This item was decrease by \$1,000.00 in 2011 due to underutilization.
- c. 320: Wireless Phase I. We implemented Wireless Phase I & II in 2008. Expected provider charges from Sprint/Nextel, Verizon, Cellular One, AT&T Mobility formerly Cingular, T-Mobile, Pocket, Cricket and Five Star Wireless. All eight carriers use a different cost recovery methodology for determining this charge. Pending significant technology advances and until which time the FCC & CSEC change funding methods for this service, Kerr 9-1-1 can expect to have this annual overhead each year. This line item has been decreased based on wireless carrier self-recovery billing.
- d. 321: AT&T Wireless Tariff. This item reflects the wireless selective routing fees charged by AT&T in San Antonio.
- e. 330: Intrado Service Charge. Intrado Address Database Services. The charge is base on 5.9 cents per telephone number (within our jurisdiction) per month. Intrado DB services provides for geographically diverse DB servers (survivability) and provides for address location information (ALI) validation against the Master Street Address Guide as established by Kerr 9-1-1.
- f. 335: Frame Relay Charges: Texas Department of Information Resources fee for provisioning and maintaining two frame relay circuits between the Kerr 9-1-1 PSAP and the remote Intrado ALI DBs. No change for 2011
- g. 337: AT&T SR Fees. This AT&T service selective routes 9-1-1 calls to the appropriate 9-1-1 PSAP.
- h. 350: PSAP Trunk Charges. Increased to reflect the 2011 addition of geo-diverse trunk lines. This line item addresses all trunk line charges associated with the 9-1-1 PSAP operation.
- i. 355: Language Line. Based on per-use-charges. No change in proposed 2011 budget.
- j. 370: PSAP Repairs & Maintenance. Most, if not all, PSAP repairs will be covered under the warranties associated with our new PSAP equipment. \$7,200.00 of this line are allocated for local PSAP technical support provided by Advantage Communications.

4. 400 Direct Services

- a. 410: Office Supplies: Based on 2010 usage trends.
- b. 412: Office Equipment and Repairs: No change for 2011.
- c. 420: Liability Insurance: Slight reduction for 2011.
- d. 430: Professional Development: No change for 2011.
- e. 440: Rent: Change of office location brought this line item to \$22,112.00 in 2011.
- f. 450: Professional Fees: No change for 2011. Fees covered in this line-item are for audit services, legal, and industry/legislative lobby representation for the district.
- g. 460: Postage & Delivery: Cut 50% for 2011.
- h. 470: Mileage Reimbursement: Cut 44% for 2011.
- i. 490: Bank Service Charges: No change for 2011.

5. 500 Miscellaneous

- a. 502: Pictometry Annual Payment: This line item is for year three of a three year contract with Pictometry International for aerial imagery of Kerr County.
- b. 510: Awards & Honorariums. No change for 2011.
- c. 520: Dues & Subscriptions. Small increase for 2011.
- d. 530: Public Education & Advertising: Projected a 9% increase for 2011.
- e. 550: Telecommunications: Slight decrease projected for 2011. Costs associated with KPD, KSO, and Kerr 9-1-1 administrative telephone services.
- f. 560: Sundry: Cut 50% for 2011.
- g. 570: Texas 9-1-1 Alliance Meetings: No change for 2011.
- h. 575: NENA/APCO Conferences: Decreased to zero in 2011. Trade show attendance not required so soon after PSAP upgrade.

6. 600: Discretionary Communications:

- a. 610: VFD Pager Services. No change for 2011.
- b. 620: VFD Radio Repeater Services. No change for 2011.

7. 700: PSAP Equipment Replacement:

- a. 710: Quarterly operating funds transfers to capital funds account. Cut by 50% in 2011. Intent: Build cash reserves for PSAP equipment upgrade in 2014/2015.

Capital Considerations: The capital cash account will have a balance in excess of **\$488,354.00** at the end of 2011 from nominal interest and scheduled PSAP Equipment Replacement transfers.

Additionally this package includes a 2011 capital budget for your review and approval. This budget includes all income and expenses associated with this account. The primary source of revenue is from "planned" operating funds transfers, 9-1-1 sign sales cost-recovery, and surplus equipment disposal.

9-1-1 Emergency Service Fee:

The Texas Health and Safety Code – Chapter 772.314 (d): *The board shall set the amount of the fee each year as part of the annual budget.*

For the 2011 budget, Kerr 9-1-1 will decrease the business trunk 9-1-1 surcharge rate by 6.45%. Residential and business POTS rates will not change.

Vision for 2011:

1. Evaluate and update all addressing and local jurisdictional interlocal agreements.
2. Evaluate and upgrade PSAP and/or jurisdictional host CPE with AVL (Automatic Vehicle Location) technology.
3. Enhance 9-1-1 WEB Site Content. Research into adding GIS to our web presence.
4. Continued 9-1-1 sign sales.
5. Enhanced 9-1-1 public education.

Conclusions & Recommendations:

1. The 2011 proposal is a non-deficit balanced budget.
2. This budget more than adequately addresses the expected operating needs of our district in providing state-of-the-art 9-1-1 workstations/software and continue our efforts to enhance Geographic Information Systems (GIS).
3. Our district's vision and public-funds stewardship is based firmly in the state and local government codes, guided by conservative spending and liberal savings policies.
4. Approve budget as proposed.

Respectfully submitted by,

Bill Amerine
Executive Director, Kerr Emergency 9-1-1 Network

Kerr Emergency 911 Network
2011 Opr. Budget - Proposed

	2009 Approved	2010 Approved	2011 Proposed	Delta	% Change
100 - Revenue					
101-Local 911 Service	179,000.00	172,150.00	160,000.00	-12,150.00	-7.06%
105-Wireless Emergency Income	185,800.00	212,000.00	217,000.00	5,000.00	2.36%
110 - VoIP Service Fees	1,000.00	3,113.00	12,000.00	8,887.00	74.06%
120-Interest Income	12,500.00	4,500.00	4,700.00	200.00	4.44%
Total 100 - Revenue	378,300.00	391,763.00	393,700.00	1,937.00	0.49%
200 - Payroll Expense					
210 - Salary	109,560.00	127,162.00	132,120.00	4,958.00	3.90%
211 - Overtime Wages	0.00	0.00	1,000.00	1,000.00	0.00%
212 - Payroll Taxes	8,649.10	10,038.68	10,430.08	391.40	3.90%
213 - Medical Insurance Expense	19,894.08	23,870.00	31,200.00	7,330.00	30.71%
214 - TCDRS Expense Company	6,650.00	7,455.00	9,500.00	2,045.00	27.43%
215 - TCDRS OTLI	313.50	353.10	485.00	131.90	37.35%
220 - Contract Labor	0.00	0.00	0.00	0.00	0.00%
225 - Texas Workforce Commission	1,647.00	2,175.35	2,350.00	174.65	8.03%
Total 200 - Payroll Expense	147,213.68	171,054.13	187,085.08	16,030.95	9.37%
300 - Operations (PSAP)					
310 - PSAP Floor Space Lease	6,000.00	6,000.00	6,000.00	0.00	0.00%
315 - 911 Call Taker Training	10,000.00	6,000.00	5,000.00	-1,000.00	-16.67%
320 - Wireless Phase I Contracts	54,000.00	54,000.00	37,925.00	-16,075.00	-29.77%
321 - AT&T Wireless Tariff	1,804.36	1,805.00	1,805.00	0.00	0.00%
330 - Intrado Service Charge	22,200.00	23,500.00	23,500.00	0.00	0.00%
335 - Frame Relay Charges	5,800.00	5,800.00	5,800.00	0.00	0.00%
337 - AT&T SR Fees	6,000.00	9,100.00	9,100.00	0.00	0.00%
350 - PSAP Trunk Charges	12,000.00	10,000.00	12,800.00	2,800.00	28.00%
355 - Language Line	500.00	500.00	500.00	0.00	0.00%
360 - Pager Service	0.00	0.00	0.00	0.00	0.00%
370 - PSAP Repairs & Maintenance	1,000.00	1,000.00	9,700.00	8,700.00	870.00%
Total 300 - Operations (PSAP)	119,804.36	118,205.00	112,130.00	-6,075.00	-5.14%
400 - Direct Services					
410 - Office Supplies	3,000.00	2,500.00	2,500.00	0.00	0.00%
412 - Office Equipment & Repairs	2,000.00	2,000.00	2,000.00	0.00	0.00%
420 - Liability Insurance	3,000.00	3,000.00	27,500.00	-2500.00	-8.33%
430 - Professional Development	4,000.00	2,000.00	2,000.00	0.00	0.00%

8/16/2010

Kerr Emergency 911 Network
2011 Opr. Budget - Proposed

440 - Rent	16,150.00	15,900.00	22,112.00	6,212.00	39.07%
450 - Professional Fees	13,775.00	11,000.00	11,000.00	0.00	0.00%
460 - Postage & Delivery	500.00	500.00	250.00	-250.00	-50.00%
470 - Mileage Reimbursement	500.00	500.00	280.00	-220.00	-44.00%
490 - Bank Service Charges	40.00	40.00	40.00	0.00	0.00%
Total 400 - Direct Services	42,965.00	37,440.00	42,932.00	5,492.00	14.67%
500 - Miscellaneous					
502 - Pictometry Annual Payment	0.00	8,092.85	8,092.85	0.00	0.00%
510 - Awards & Honorariums	500.00	500.00	500.00	0.00	0.00%
520 - Dues & Subscriptions	750.00	760.00	750.00	-10.00	-1.32%
530 - Public Education & Advertising	7,350.00	2,750.00	3,000.00	250.00	9.09%
550 - Telecommunications	10,000.00	11,750.00	11,000.00	-750.00	-6.39%
560 - Sundry	2,000.00	2,000.00	1,000.00	-1,000.00	-50.00%
570 - Texas 911 Alliance Meetings	5,000.00	5,000.00	5,000.00	0.00	0.00%
575 - Nena/APCO Conferences	5,500.00	2,000.00	0.00	-2,000.00	-100.00%
Total 500 - Miscellaneous	31,100.00	32,852.85	29,342.85	-3,510.00	-10.68%
600 - Discretionary Communications					
610 - VFD Pager Service	2,310.00	2,310.00	2,310.00	0.00	0.00%
620 - VFD Radio Repeater Service	9,900.00	9,900.00	9,900.00	0.00	0.00%
Total 600 - Discretionary Communications	12,210.00	12,210.00	12,210.00	0.00	0.00%
700 - PSAP Equipment Replacement Account					
710 - Monthly OF to CF Transfer	25,000.00	20,000.00	10,000.00	-10,000.00	-50.00%
Total 700 - PSAP Equipment Replacement Account	25,000.00	20,000.00	10,000.00	-10,000.00	-50.00%
Annual Budget Totals	378,293.04	391,761.98	393,699.93	1,937.95	0.49%
Net Income					
Projected Budget Surplus/Deficit	378,300.00	391,763.00	393,700.00	1,937.00	0.49%
		1.02	0.07		

Agenda Item:
(Staff)

4A. Ad valorem tax rate for tax year 2010/fiscal year 2011.

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

SUBJECT: Public Hearing – Ad Valorem Tax Rate for Tax Year 2010/Fiscal Year 2011

FOR AGENDA OF: August 24, 2010 **DATE SUBMITTED:** August 13, 2010

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

EXHIBITS: Resolution, Copy of Public Hearing Notice
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

At the August 10, 2010 Council meeting, council voted to establish the proposed ad valorem tax rate for 2010 at \$0.5625/\$100 value. This rate is \$0.0128 or 2.2% below the effective tax rate of \$0.5753. The City is not required to hold two public hearings on the tax rate, but in the interest of transparency, chooses to do so.

This is the first hearing on the proposed tax rate of \$0.5625/\$100 and the second hearing is scheduled for Tuesday, September 14, 2010.

RECOMMENDED ACTION

Hold a public hearing on the tax rate.

Agenda Item:
(David Lipscomb)

- 5A. Request by the library advisory board to reconsider funding the library accounting clerk position for FY11.

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

SUBJECT: Recommendation by the Library Advisory Board to reconsider funding the Library Accounting Clerk position for FY11

FOR AGENDA OF: August 24, 2010

DATE SUBMITTED: August 17, 2010

SUBMITTED BY: David Lipscomb
Library Advisory Board Chair

CLEARANCES:

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Speaking for the Library Advisory Board members who believe city council is responsible for providing adequate staff for library operation, it is our recommendation, by a majority vote on July 20, 2010, that city council make every attempt possible to continue funding the library accounting clerk position.

Board members fully understand the need to reduce spending during the current economic downturn. However it is important to remember, the library provides valuable services to members of this community as well as visitors to the Hill Country. The Butt-Holdsworth Memorial Library often serves as the "good will ambassador" when other city offices have closed.

The value of library services has been and continues to be reflected with support by library patrons as well as by The Friends of the Library and Mr. Charles Butt.

It was private donations by patrons that funded the recent purchase of the Integrated Library System. The Friends organization and Mr. Butt recently expressed their support in the form of hundreds of thousands of dollars pledged toward the planned renovation and expansion of the library campus.

RECOMMENDED ACTION

The Library Advisory Board recommends the City Council reconsider funding the Library Accounting Clerk position for FY11.

Agenda Item:

(Staff)

- 5B. A resolution amending the City of Kerrville fee schedule by revising fees charged for various services and uses provided by the city.

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

SUBJECT: Resolution Approving FY 11 Fee Schedule

FOR AGENDA OF: August 24, 2010 **DATE SUBMITTED:** August 13, 2010

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

EXHIBITS: Resolution, FY 11 Fee Schedule

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The attached fee schedule is proposed for FY 11. The schedule shows the FY10 approved and the FY 11 proposed fees. The proposed schedule was given to Council at the August 17, 2010 work session. The most significant change is the increase of the sewer rates by \$1.00 per 1,000 gallons to fund additional sewer capital improvements.

RECOMMENDED ACTION

Approve resolution to accept the FY 11 fee schedule.

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

**A RESOLUTION AMENDING THE CITY OF KERRVILLE FEE
SCHEDULE BY REVISING FEES CHARGED FOR VARIOUS SERVICES
AND USES PROVIDED BY THE CITY**

WHEREAS, the City Council of the City of Kerrville adopted a Fee Schedule by Resolution No. 91-138 on September 24, 1991, and has amended said document on a number of occasions; and

WHEREAS, City staff recommends fees charged for various services and uses provided by the City be changed, and the City Council has determined it is in the public interest of the citizens of Kerrville to revise such fees;

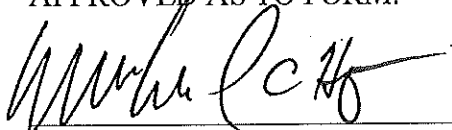
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, OF THE CITY
OF KERRVILLE, KERR COUNTY, TEXAS:**

That the Fee Schedule of the City of Kerrville, Texas, shall be amended as set forth in **Exhibit A**, attached hereto and incorporated herein by reference, such changes to be effective October 1, 2010.

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

David Wampler, Mayor

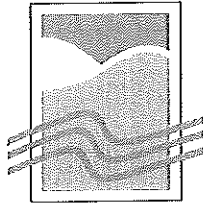
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary



City of Kerrville

FY 11 Proposed Fee Schedules

ADMINISTRATION FEE SCHEDULE

	FY 10 Adopted FEE	FY 11 PROPOSED	DIFFERENCE
ADMINISTRATION DEPARTMENT:			
AMBULANCE LICENSE (per year)	250.00	250.00	0.00
COPIES OF PUBLIC INFORMATION:			
Standard size paper copy (per page)	0.10	0.10	0.00
Non-standard size copy:			
Computer diskettes (each)	1.00	1.00	0.00
Computer magnetic tape (each)	10.00	10.00	0.00
VHS video cassette (each)	2.50	2.50	0.00
Audio cassette (each)	1.00	1.00	0.00
Oversized Paper copy (per page)	0.50	0.50	0.00
Other	Actual Cost	Actual Cost	No Change
Labor charge (per hour and if applicable under state law)	15.00	15.00	
Overhead charge (if applicable under State law)	20% of Labor Charge	20% of Personnel Charge	No Change
Microfiche or microfilm charge:			
Paper copy (per page)	0.10	0.10	
Fiche or film copy	Actual Cost	Actual Cost	No Change
Remote document retrieval charge	Actual Cost	Actual Cost	No Change
FAX TRANSMISSIONS:			
Local (per page)	0.10	0.10	0.00
Long distance, same area code (per page)	0.50	0.50	0.00
Long distance, different area code (per page)	1.00	1.00	0.00
Other costs	Actual Cost	Actual Cost	No Change
JUNK YARD OPERATION LICENSE	5.00	5.00	0.00
NATURAL GAS TRANSPORTED THROUGH PIPELINE:			
3% of purchase price of gas transported or delivered within the City during the preceding month for consumption or use within the City.			
PEDDLERS AND SOLICITORS FEE:			
Base Charge (per year)	600.00	600.00	0.00
For Each Additional Person-			
Thirty days	10.00	10.00	0.00
One Year	100.00	100.00	0.00
Deposit	750.00	750.00	0.00
Exemptions			
Temporary special events, sales and festivals sponsored by charitable organizations recognized as such by the United States' Internal Revenue Service.			
Temporary special events, sales and festivals sponsored by governmental subdivisions, including school districts, Chamber of Commerce and Junior Chamber of Commerce.			
as the Easter Chili Cook-off or Jimmy Rodgers Jubilee, as approved by Council, provided that the organizer/operator of said events provides the information required for an open air market.			
Traveling salesman or solicitor calling only upon commercial businesses in the City.			
Garage sales.			
A business with a separate business location in the City that furnished proof of payment to the City of all ad valorem and personal property taxes then due.			
convention, or similar sales by an indoor shopping mall, hotel, or similar sponsor.			
Businesses conducted in an open air market in compliance with all laws and zoning regulations applicable thereto.			
Sale of fresh produce (fruit, nuts, and vegetables).			
Sale of firewood.			
SEXUALLY ORIENTED BUSINESSES			
Annual License Fee	500.00	500.00	0.00
Annual Fee per Employee	50.00	50.00	0.00
VEHICLE FOR HIRE PERMIT	25.00	25.00	0.00
TRAVELING SHOW AND EXHIBITION LICENSE (30 days)	100.00	100.00	0.00
Exceptions-			
Carnivals, circuses, travel-shows, tent shows, exhibits, menagerie which are actually operated by volunteers of a public school located in Kerr County, or a bona fide charity located in Kerr County, or a service organization located in			

BUSINESS DEVELOPMENT ADOPTED FEE SCHEDULE

	FY 10	FY 11	DIFFERENCE
	ADOPTED	PROPOSED	

BUSINESS DEVELOPMENT DEPARTMENT:

DOWNTOWN RESTROOM AFTER HOURS USE (Between 5:30 PM and 9:30 AM)

User Fee Per Day:

More than 4 hours	50.00	50.00	0.00
Less than 4 hours	25.00	25.00	0.00
Deposit	100.00	100.00	0.00

FINANCE ADOPTED FEE SCHEDULE

	FY 10 ADOPTED	FY 11 PROPOSED	DIFFERENCE
FINANCE DEPARTMENT:			
RETURNED ITEM HANDLING (check, bank draft, etc.)	25.00	25.00	0.00
NEW ACCOUNT FEE (for water, sewer or garbage)	25.00	25.00	0.00
UTILITY CUSTOMER DEPOSIT			
Residential	75.00	75.00	0.00
Commercial	75.00	75.00	0.00
Maximum of double the amount of estimated average month usage; the actual amount of the deposit to be set between such minimum and maximum by the Director of Finance.			
SERVICE CHARGE (includes turn-off, turn-on, pull/lock meter, or any service requiring a trip to the location)			
During Working Hours	25.00	25.00	0.00
After Hours	50.00	50.00	0.00
RECYCLING BINS (each)	6.00	6.00	0.00
RECYCLING BIN CARTS (each)	10.00	10.00	0.00
USE OF TYPE I RECLAIMED WATER FOR IRRIGATION OF THE SCOTT SCHREINER MUNICIPAL GOLF COURSE			
Per 1,000 gallons	0.30	0.30	0.00
BULK SALE OF TYPE 1 RECLAIMED WATER			
Up to 3,000 gallons per load	7.50	10.00	2.50
Greater than 3,000 gallons per load	15.00	17.50	2.50
LIEN FILING FEE	Actual Cost	Actual Cost	No Change

FIRE ADOPTED FEE SCHEDULE

	FY 10 ADOPTED FEE	FY 11 PROPOSED	DIFFERENCE
FIRE DEPARTMENT:			
Request for Public Information Reports (per address)		0.10 per copy + 15.00 per hour of research/compilation, if applicable under State Law + cost of special delivery method requested by applicant	
Hard Copy (Paper) Format	2.00		new format
Electronic Format (CD)	N/A	1.00 per CD	new format
Plan Review Fee (Credited Toward Permit When Permit is Approved)	N/A	50% of Permit Fee	New
Outdoor Burning Permits			
Ceremonial Fire Permits (Bonfires)	15.00	250.00	235.00
Controlled Burns	150.00	150.00	0.00
Liquid Propane Gas Permit	10.00	40.00	30.00
Blasting Permit	100.00	150.00	50.00
Commercial Bar-B-Que Pit Permit	15.00	25.00	10.00
Under Ground Storage Tank Removal Permit (per site)	50.00	75.00	25.00
Tent Permit	20.00	20.00	0.00
Canopy Permit	20.00	20.00	0.00
Membrane Structure Permit	20.00	20.00	0.00
Liquid Propane Tank Installation Permit (per tank)	25.00	75.00	50.00
Under/Above Ground Storage Tank:			
Repair/Replace Tanks or Product Lines:			
Per Tank	20.00	40.00	20.00
Per Site Product Line Replacement/Repair	20.00	40.00	20.00
Water Flow Test	50.00	75.00	25.00
Pyrotechnical Display	100.00	250.00	150.00
Fire Sprinkler:			
Above Ground System			
New Installation	60.00	100.00 per system + \$.25 per sprinkler head.	40.00
Repair/Remodel/Addition	60.00	100.00 per system + \$.25 per sprinkler head.	40.00
Underground Fire Sprinkler or Standpipe Main	N/A	75.00 per system	new
Above Ground Fire Standpipe System Only	N/A	75.00 per system	new
Fire Alarm Installation:	40.00	75.00 per system + \$1.00 per device	35.00
Fire Alarm Repair/Remodel:	40.00	75.00 per system + \$1.00 per device	35.00
All Other Fire Protection Systems *	40.00	75.00 per system	35.00
False Alarm Fee *			
More than 3 times but fewer than 6 in preceding 12 month period	50.00	50.00	0.00
More than 5 times but fewer than 8 in preceding 12 month period	75.00	75.00	0.00
More than 8 or more times in preceding 12 month period	100.00	100.00	0.00
Re-inspection Fee	25.00	100.00	75.00
(Excludes annual inspections)			
Hazardous Materials Permit	N/A	100.00	new
Flammable and Combustible Liquids Storage / Handling / Dispensing Permit	N/A	75.00	new
Miscellaneous Combustible Storage Permit	N/A	75.00	new
High Pile Storage Permit	N/A	75.00	new
State Mandated Occupancy Inspection <u>Outside City Limits</u>			
Daycare (7 or fewer children), Foster Care, Adoption	N/A	50.00	New
Daycare (7 or more children), Halfway Houses, Group Care, MHMR Facilities	N/A	75.00	New
Youth Camps and Day Camps	N/A	150.00	New
Schools and Instructional Facilities	N/A	150.00	New
Hospital, Nursing Home, Assisted Living Facility Inspection	N/A	150.00	New
All Other	N/A	100.00	New
Fire Pump Acceptance Test	N/A	100.00	New
Event Permit (Carnivals and Fairs)	N/A	75.00	New
Hot Work Permit	N/A	50.00	New
Amusement Building Permit	N/A	50.00	New
Exhibit or Trade Show Permit	N/A	50.00	New
Change of Occupancy Inspection	N/A	20.00	New
Investigation Fee for Issuance of Permit After Construction is Started Without an Approved Permit	N/A	Equal to Permit Fee	New
Fee for Appeal to Building Board of Adjustment and Appeals	N/A	150.00	New
EMS:			
Basic Life Support	361.44	405.40	43.96
Basic Life Support (Emergency)	578.24	648.64	70.40
Advanced Life Support I	433.70	486.48	52.78
Advanced Life Support I (Emergency)	686.68	770.26	83.58
Advanced Life Support II	994.04	1114.86	120.82
Specialty Care Transport	994.04	1114.86	120.82
Aid Only, No Transport	150.00	150.00	0.00
Dedicated Standby			
For first two hours (per hour)	100.00	100.00	0.00
For first two hours (per hour)	75.00	75.00	0.00
Respon Per hour after first two hours	75.00	75.00	0.00
Local Transport (No Supplies)	150.00	150.00	0.00
Return (No Supplies)	150.00	150.00	0.00
Mileage (per loaded mile)	18.76	20.82	2.06
Supply/Procedure Charges:			
C-Spine Restriction	25.00	0.00	-25.00
Pulse Oximetry	20.00	0.00	-20.00
Dextrose Stix	30.00	0.00	-30.00
Insta-Glucose Administration	30.00	0.00	-30.00
IV Administration	20.00	20.00	0.00
Medication Administration	30.00	30.00	0.00
EKG	20.00	0.00	-20.00
Bandaging & Splinting	20.00	20.00	0.00
O2 Administration	20.00	0.00	-20.00

* ADOPTED alarm fees are contingent on approval of the alarm fee ordinance scheduled for the 10/3/07 City Council meeting.

GOLF ADOPTED FEE SCHEDULE

SCOTT SCHREINER MUNICIPAL GOLF COURSE FEES:	FY 10 ADOPTED		FY 11 PROPOSED		DIFFERENCE	
	9 Holes	18 Holes	9 Holes	18 Holes	9 Holes	18 Holes
Green Fees:						
Regular:						
Weekday	11.00	18.00	11.00	18.00	0.00	0.00
Weekend and holidays *	17.00	24.00	17.00	24.00	0.00	0.00
Member:						
Weekday	5.00	6.00	5.00	6.00	0.00	0.00
Weekend and holidays *	6.00	7.00	6.00	7.00	0.00	0.00
Junior:						
Weekday	2.75	4.00	2.75	4.00	0.00	0.00
Weekend and holidays *	5.50	6.75	5.50	6.75	0.00	0.00
Cart Rental:						
Full Cart	11.00	22.00	11.00	22.00	0.00	0.00
Half Cart	6.00	11.00	6.00	11.00	0.00	0.00
Trail Fee:						
Member Private Cart w/ annual Private Cart Fee	4.00	7.00	4.00	7.00	0.00	0.00
Non-member Private Cart	5.50	11.00	6.00	12.00	0.50	1.00
Private Cart Passenger w/ annual Private Cart Fee	4.00	7.00	4.00	7.00	0.00	0.00
Private Cart Passenger w/o annual Private Cart Fee	5.50	11.00	5.50	11.00	0.00	0.00
Member Dues:						
Annual Golf - First Family Member	N/A	500.00	N/A	500.00		0.00
Annual Golf - Second Family Member	N/A	400.00	N/A	400.00		0.00
Quarter Golf - First Family Member	N/A	200.00	N/A	200.00		0.00
Annual Private Cart	N/A	220.00	N/A	220.00		0.00
 Note: All annual fees shall expire on the same date. Should a second annual fee be required, it shall be prorated to expire on the same date as the first annual fee with all subsequent payments due and payable at the same time						
Cart Storage:						
Annual	N/A	420.00	N/A	420.00		0.00
Quarter	N/A	140.00	N/A	140.00		0.00
 The City will not accept payments for more than one period in advance (annual or quarter), nor will the City accept payments earlier than thirty days prior to the due date.						
 The Half Cart rental rate will only be available when ride sharing is not possible, as determined by the Golf Pro or his representative.						
Special Golf Fees:						
Senior Rates (65 and older)						
Non-Member - Weekday (includes green fee only) Cart Separate		13.00		13.00	0.00	0.00
		Drops cart		Drops cart	0.00	No Change
Twilight Fees:						
Starts at 2:00 PM (includes green fee only) Cart separate						
Member - Weekday		3.00		3.00	0.00	0.00
Member - Weekend *		4.00		4.00	0.00	0.00
Non-Member - Weekday		11.00		11.00	0.00	0.00
Non-Member - Weekend *		14.75		14.75	0.00	0.00
					0.00	0.00
Tournament/Promotional Fees (minimum standard is 25 individual players):						
Standard group rate for 25+ players Weekday / Weekend Afternoons		25.00/player		25.00/player	0.00	No Change
Standard group rate for 25+ players Weekend mornings		35.00/ player		35.00/ player	0.00	No Change
 It is the intent of these fees to promote play at the golf course during non-peak times and to broaden the customer base by attracting golfers from nearby communities. <u>The dates and daily start-times for offering these promotional fees will be negotiated</u>						
Driving Range Fees						
Small Bucket		3.00		3.00	0.00	0.00
Large Bucket		5.00		5.00	0.00	0.00
Driving Range Membership - Annual		300.00		300.00	0.00	0.00
Driving Range Membership - Quarterly		100.00		100.00	0.00	0.00
Rental Clubs	15.00	25.00	15.00	25.00	0.00	0.00
Pull Carts	3.00	6.00	3.00	6.00	0.00	0.00

* Weekend rates are in place Friday through Sunday

HEALTH ADOPTED FEE SCHEDULE

	FY 10 ADOPTED	FY 11 PROPOSED	DIFFERENCE
HEALTH DIVISION:			
Health Permits (By total floor area - square footage)			
0 < 1,000	70.00	70.00	0.00
1,000 - 1,900	85.00	85.00	0.00
2,000 - 2,900	100.00	100.00	0.00
3,000 - 3,999	125.00	125.00	0.00
4,000 - 4,999	150.00	150.00	0.00
5,000 - 10,000	200.00	200.00	0.00
> 10,000	350.00	350.00	0.00
Catering Establishment Permits			
0 < 1,000	70.00	70.00	0.00
1,000 - 1,900	85.00	85.00	0.00
2,000 - 2,900	100.00	100.00	0.00
3,000 - 3,999	125.00	125.00	0.00
4,000 - 4,999	150.00	150.00	0.00
5,000 - 10,000	200.00	200.00	0.00
> 10,000	350.00	350.00	0.00
Bars and Lounges - Free Standing			
0 < 1,000	70.00	70.00	0.00
1,000 - 1,999	85.00	85.00	0.00
2,000 - 2,999	100.00	100.00	0.00
3,000 - 3,999	125.00	125.00	0.00
4,000 - 4,999	150.00	150.00	0.00
5,000 - 10,000	200.00	200.00	0.00
>10,000	350.00	350.00	0.00
Exemptions:			
Taxing Authorities			
Non-profit Organizations			
Late fee, Health Permits purchased after October 15 (in addition to permit fee)	50.00	50.00	0.00
Seasonal Permits (valid for 6 months)	60.00	60.00	0.00
Non-profit Organization Health Permit	10.00	10.00	0.00
Certificate of Occupancy Inspection	50.00	50.00	0.00
Food Establishment Plan Review	25.00	25.00	0.00
First Reinspection Fee		0	0.00
Second Reinspection - same violation		100	New
Subsequent Reinspection - same violation		150	New
Off Hour Inspection - Emergency		<u>\$50 per hour/four hour minimum</u>	New
Follow-up Inspections	25.00	0.00	-25.00
Follow-up Inspections (any additional follow up inspection)	100.00	0.00	-100.00
Sanitation Inspections and Environmental Inspections (foster homes, day care, pools)	40.00	40.00	0.00
Catering License (annual)	70.00	70.00	0.00
Temporary Food Service Establishment (valid 14 days)	35.00	35.00	0.00
Temporary Permit (14 days)	35.00	35.00	0.00
Seasonal (non-hazardous foods)	50.00	50.00	0.00
Seasonal (hazardous foods \$10.00 per unit per event)	10.00/month	10.00/month	No Change
Certification	65.00	65.00	0.00
Re-certification	40.00	40.00	0.00
Late Fee for Fixed/Mobile Facilities	50.00	50.00	0.00
Manifest Books (each)	5.00	5.00	0.00
Mobile Food Preparation Vehicle	150.00	150.00	0.00
Mobile Non-Food Preparation Vehicle	50.00	50.00	0.00
General Service Catering Vehicle (each)	75.00	75.00	0.00
Vegetable/Fruit Vendor (per vehicle)	50.00	50.00	0.00
Vending Machine Service Vehicle	40.00	40.00	0.00
Registration Fee (temporary vendors outside city to vend inside city)	20.00	20.00	0.00
Registration Fee for Food Facility located outside city to Cater inside City	600.00	600.00	0.00
Replace lost, stolen or damaged Health Permit or Food Handlers Certificate	5.00	5.00	0.00

INSPECTION ADOPTED FEE SCHEDULE

Review by: _____	FY 10 ADOPTED	FY 11 PROPOSED	DIFFERENCE	Submitted by: _____
BUILDING INSPECTION:				
PROFESSIONAL AND OCCUPATIONAL LICENSES:				
General Contractor License	500.00	500.00	0.00	
General Contractor License Renewal	100.00	100.00	0.00	
General Contractor License / Single Project (current)	100.00	100.00	0.00	
Master Electrician License	0.00	0.00	0.00	
Master Electrician License Renewal	0.00	0.00	0.00	
Restricted Master Electrician License	0.00	0.00	0.00	
Journeyman Electrician License	0.00	0.00	0.00	
Apprentice Electrician License Renewal	0.00	0.00	0.00	
BUILDING, CONSTRUCTION & DEMOLITION PERMITS:				
(By value of construction)				
\$1,000 and less	25.00	25.00	0.00	
\$1,000 to \$50,000	\$25.00 for the first \$1,000.00, plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00	\$25.00 for the first \$1,000.00, plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00	No Change	
\$50,000 to \$100,000	\$270.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000	\$270.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000	No Change	
\$100,000 to \$500,000	\$470.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00	\$470.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00	No Change	
\$500,000 and up	\$1,670.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.	\$1,670.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.	No Change	
Re-inspection Fee	100.00	see recommended changes		
Demolition and Moving Deposit	500.00	500.00	0.00	
*For commercial properties over \$500,000 in value, fees will be determined by actual cost of service.				
BUILDING, CONSTRUCTION & DEMOLITION PLAN				
50% of Building Permit Fee	50% of Building Permit Fee	50% of Building Permit Fee	No Change	
Plan review fee is due at permit application				
ELECTRICAL PERMITS				
Circuits	40.00	40.00	0.00	
Fixtures	2.00	2.00	0.00	
Motors (1 HP and smaller)	0.50	0.50	0.00	
Motors (over 1 to 10 HP)	2.00	2.50	0.50	
Motors (over 10 to 25 HP)	3.00	3.00	0.00	
Motors (over 25 HP)	5.00	5.00	0.00	
Services	7.50	7.50	0.00	
Services (per additional meter)	7.50	7.50	0.00	
Appliances (range, water heater, dishwasher, disposal)	2.00	2.00	0.00	
Equipment (welder)	3.00	3.00	0.00	
Equipment (transformers)	5.00	5.00	0.00	
Equipment (others)	3.00	3.00	0.00	
Signs	5.75	5.75	0.00	
Neon Signs For Transformer	1.00	1.00	0.00	
Re-inspection Fee	100.00	see recommended changes		
Staff Recommended Changes - effective October 1				
Value of Construction to be determined by the greater of				
Value quoted by contractor				
Value calculated using the ICG Project Valuation Tables as updated				
Plan review fee to be paid at time of permit submittal				
Leave fee at 1/2 of permit fee for first review. Initial review fee includes review of minor changes.				
Create fee for major second review due to substantial submittal, or major project changes - bills at \$50/hour				
Reinspection Fee		0	New	
First Reinspection Fee		100	New	
Second Reinspection - same permit		150	New	
Subsequent Reinspection - same permit				
Change of Contractor on Active Permit		100	New	
Administrative fee				
plus		per fee schedule	New	
Reissue permit based on percentage of work completed/remaining on project				
Special Inspection Fee				
Business Hour Inspection - Scheduled		\$50 per permit same address	New	
Off Hour Inspection - Scheduled		\$50 per hour/two hour minimum	New	
Off Hour Inspection - Emergency		\$50 per hour/two hour minimum	New	
IRRIGATION SYSTEM PERMITS (LAWN SPRINKLER SYSTEM)				
<i>City Water Customers</i>				
Permit = \$30 + \$3 per \$1,000 of valuation				
Plan Review = 50% of Permit fee				
<i>Non-City Water Customers</i>				
Permit = \$45 + \$100 per inspection (minimum 2 inspections)				
Plan Review = 50% of Permit fee				
PLUMBING AND GAS PERMITS				
Fixtures	30.00	30.00	0.00	
Building Drain	2.50	2.50	0.00	
Water Heater and/or Vent	7.50	7.50	0.00	
Gas Piping 1 to 5 outlets	10.00	10.00	0.00	
Piping For Water Treatment	10.00	10.00	0.00	
Replace Sewer Yard Line	7.50	7.50	0.00	
	10.00	10.00	0.00	
MECHANICAL PERMITS				
Initial Fee:				
First \$1,000.00 value, or part thereof	30.00	30.00	0.00	
Each additional \$1,000.00 value or	15.00	15.00	0.00	
	3.00	3.00	0.00	
Inspection Fee:				
Add or replace electrical wiring or p	15.00	15.00	0.00	
Replacement equipment	15.00	15.00	0.00	
New equipment	15.00	15.00	0.00	
Alter existing equipment	10.00	10.00	0.00	
Re-inspection Fee	100.00	see recommended changes		
CHANGE OF OCCUPANCY (EXISTING STRUCTURE)	20.00	20.00	0.00	
BUILDING REPORTS (NOT FOR RESALE)	5.00	5.00	0.00	
ISSUANCE OF PERMIT (BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, IRRIGATION, ETC.) AFTER CONSTRUCTION PROJECT IS STARTED,	Greater of double the original permit fee or \$75	Greater of double the original permit fee or \$75	No Change	
ISSUANCE OF PERMIT (BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, IRRIGATION, ETC.) AFTER CONSTRUCTION PROJECT IS STARTED,	Greater of double the original permit fee or \$250	Greater of double the original permit fee or \$250	No Change	
FEE FOR APPEAL TO BUILDING BOARD OF ADJUS	150.00	150.00	0.00	
Mechanics Board of Adjustments and Appeals, Plumbing Board of Adjustments and Appeals, Electrical Board of Adjustments and Appeals				

KERRVILLE/SCHREINER PARK ADOPTED FEE SCHEDULE

PARKS AND RECREATION DEPARTMENT:

Kerrville/Schreiner Park Fees

	FY 10 ADOPTED	FY 11 PROPOSED	DIFFERENCE
Daily Entrance Fees:			
Adult (13 and over), not to exceed \$10 per car.	\$ 4.00	\$ 4.00	0.00
Child (12 and under)	\$ 1.00	\$ 1.00	0.00
Seniors (over 65, regardless of residency)	\$ 2.00	\$ 2.00	0.00
Annual Day Use Pass (per vehicle) valid ONLY at Kerrville-Schreiner Park	\$ 25.00	\$ 25.00	0.00
Second vehicle pass for additional vehicles registered at the same address	\$ 12.50	\$ 12.50	0.00
Group School-Sponsored Trip (entrance fee per person 13 through 18)(not overnight)	\$ 0.50	\$ 0.50	0.00
City of Kerrville employees will be exempt from Daily Entrance Fees only; all other fees apply.			
Facility Use Fees:			
Camping per day. (Fees cover up to 4 persons per site. Maximum of 8 persons allowed per site; any persons over the 4 included in fee structure are subject to the daily entrance fees).			
Tent Site W/Water	\$ 15.00	\$ 20.00	5.00
Monthly rate for general campsites ONLY is year-around	\$ 270.00	\$ 297.00	27.00
RV Site - 30 AMP W/Water, No Sewer Sites 221 - 235 and 317 - 323	\$ 18.00	\$ 23.00	5.00
Monthly rate from September 15 through May 15 (includes all utilities)	\$ 375.00	\$ 413.00	38.00
RV Site - 30 AMP W/Water and Sewer Hookups Sites 211-220 RIVERSIDE ONLY	\$ 21.00	\$ 26.00	5.00
Monthly rate from September 15 through May 15 (includes all utilities)	\$ 445.00	\$ 490.00	45.00
RV Site - 30 AMP W/Water and Sewer Hookups Sites 111-130 Deerfield Loop ONLY	\$ 21.00	\$ 26.00	5.00
Monthly rate from September 15 through May 15 (includes all utilities)	\$ 480.00	\$ 528.00	48.00
RV Site -50 AMP W/Water and Sewer Hookups SITES 201-210	\$ 23.00	\$ 28.00	5.00
Sites 201-210 with 50 amp/30 amp/ 20 amp connections are on the RIVERSIDE ONLY	\$ 510.00	\$ 561.00	51.00
Monthly rate from September 15 through May 15 (includes all utilities)	\$ 55.00	\$ 60.00	5.00
Mini-cabins, beds provided for 4 persons, (NO PETS) Hotel/motel taxed included. Cabins are air-conditioned , heated, have table and chairs, campfire rings (pit/grill), and picnic tables. No linens provided. \$25 security deposit required.			
Overflow Camping Area (available ONLY when all other sites are taken)	\$ 15.00	\$ 20.00	5.00
Big Cabin--beds provided for 6 persons (NO PETS) Hotel / motel tax applies. Cabin is air conditioned, heated, and a picnic table with combination campfire pit/grill. Cabin has small refrigerator, microwave oven, coffee maker, toaster, can opener, and a limited supply of dishes. Customer needs to bring towels, as well as any additional microwavable kitchen items which might be needed. Fee covers entrance fees for up to 4 persons; any in excess of those 4 subject to daily entrance fee schedule. \$50 security deposit required.	\$ 95.00	\$ 110.00	15.00
Ranch House--beds provided for 8 persons (NO PETS) Hotel / motel tax applies. Cabin is air conditioned, heated, and a picnic table with combination campfire pit/grill. Ranch has refrigerator, microwave oven, coffee maker, toaster, can opener, and a limited supply of dishes. Customer needs to bring towels, as well as any additional microwavable kitchen items which might be needed. Fee covers entrance fees for up to 4 persons; any in excess of those 4 subject to daily entrance fee schedule. \$200 security deposit required.		\$ 200.00	New
For all non-group overnight facilities, pay for 6 nights and the 7th night is a no charge (Year-around / NON-REFUNDABLE)			
Group Dining Hall (G.D.H.) with Kitchen (capacity 100). Facility is equipped with a full kitchen including deep sinks and hot water. Two microwaves ovens refrigerator/ freezer. Full width serving bar and tables with seating for approximately 100 persons. Outside has a very large group charcoal grill. NO PETS allowed!! This facility is NOT AIR CONDITIONED, it is a screened building. Include entrance fees for up to 50 people. \$50 security deposit required.	\$ 145.00	\$ 145.00	0.00
Group Recreation Hall (G.R.H.) Facility is air conditioned and heated with restrooms inside, a full kitchen with 2 microwave ovens and refrigerator/ freezer. It has 8 folding banquet tables with 50 chairs. Customer must reserve 2 days for overnight usage. Overnight capacity is 50 persons(Day Use capacity is 100 persons). No beds are provided. (Bring sleeping bags, foam pads, cots, etc.) No pets are allowed. Outside has a very large group charcoal grill. Includes entrance fees for up to 50 people. \$100 security deposit required	\$ 195.00	\$ 300.00	105.00
	\$ 50.00	\$ 50.00	0.00
Group Picnic Area (G.P.A.) Capacity is 100 people. Locations as available. Fee cover entrance fees for up to 10 people.			
Amphitheater with a capacity of 220 people (contact the park for information and reservations)	\$ 100.00	\$ 100.00	0.00
When rented in conjunction with the Group Recreation Hall	\$ 25.00	\$ 25.00	0.00
Reservation Fee, Cancellation Fee, Transfer Fee (Required by contract with TPWD)	\$ 5.00	\$ 5.00	0.00
Trailer Dump Fee (only if not camping in park) No Entrance Fee if dumping only.	\$ 5.00	\$ 15.00	10.00
Shower Fee (only if not camping in park).	\$ 5.00	\$ 5.00	0.00
Excess Vehicle Parking (charged for all vehicles beyond the two per site limit)	\$ 5.00	\$ 5.00	0.00
Butterfly Garden (for exclusive use for private events)--does not include Entrance Fees	\$ 50.00	\$ 50.00	0.00
Extra person occupancy fee	\$ 3.00	\$ 3.00	0.00

LIBRARY ADOPTED FEE SCHEDULE

	FY 10 ADOPTED	FY 11 PROPOSED	DIFFERENCE
LIBRARY DEPARTMENT:			
Meeting Room:			
Meeting Room (per day)	16.00	16.00	0.00
Use of kitchen or any event with food served (Additional charge; no cooking)	5.00	5.00	0.00
Piano (concert) (per day)	10.00	10.00	0.00
Piano (student recitals) (per day)	20.00	20.00	0.00
Repair of damaged furniture, equipment or facility	Actual Cost	Actual Cost	No Change
Gazebo:			
Gazebo (per day)	30.00	30.00	0.00
Duplicating Services:			
Photocopiers (per page) - Black & White	0.00		0.00
Photocopiers (per page) - Color	0.10	0.10	0.00
Microform Reader/Printers (per page)		0.25	
Computer/Internet Printing (per page) - Black & White	0.10	0.10	0.00
Computer/Internet Printing (per page) - Color		0.25	
Circulation Charges:			
Library Card (Kerr County Resident)	No Charge	No Charge	No Change
Nonresident Card (renewed each year)	25.00	25.00	0.00
Temporary Visitor Card (per month)		3.00	
Library Card Replacement (first one free)	1.00	1.00	0.00
Fax Transmissions:			
United States (per page)	1.00	1.00	0.00
International (first page)	5.00	5.00	0.00
Each additional international page	1.00	1.00	0.00
Any provider fees or surcharges	Actual Cost	Actual Cost	No Change
Overdue Fines:			
Books - Adults (per day/per item; \$8.00 maximum)	0.10	0.10	0.00
Books - Children (per day/per item; \$4.00 maximum)	0.10	0.10	0.00
Audiotapes and CDs (per day/per item; \$8.00 maximum)	0.10	0.10	0.00
DVDs/Videos (per day/per item; \$12.00 maximum)	1.00	1.00	0.00
Story Time Kits (per day/per kit; \$12.00 maximum)	5.00	1.00	-4.00
Other Kits (per day/per kit; \$12.00 maximum)	0.10	1.00	0.90
Laptops (per day/per item; \$50.00 maximum)	\$5.00	\$5.00	0.00
Process Fee:			
Any lost or damaged materials (per item plus actual replacement cost)	6.00	6.00	0.00
Damaged laptops and accessories			
Replacement of Items:			
Laptops	\$2,000.00, plus \$15.00 Processing Fee	\$800.00, plus \$15.00 Processing Fee	Change
Laptop Accessories	Actual replacement cost, plus \$6.00 Processing Fee	Actual replacement cost, plus \$6.00 Processing Fee	No Change
Replacement CD, Book on CD (per CD when available)	\$10.00 per disk, plus \$6.00 Processing Fee	\$10.00 per disk, plus \$6.00 Processing Fee	No Change
Replacement Cassette, Book on Tape (per cassette when available)	\$6.00 per cassette tape, plus \$6.00 Processing Fee	\$6.00 per cassette tape, plus \$6.00 Processing Fee	No Change
Interlibrary Loan:			
Any overdue item (per day/per item; \$15.00 maximum)	1.00	1.00	0.00
Lost Item Processing (per item plus lending library's charges)	6.00	6.00	0.00
Return Postage	Per Pound Library Rate	Per Pound Library Rate	No Change
Replacement of Miscellaneous Parts:			
Audiocassette case (Single)	0.50	0.50	0.00
Audiocassette case (Multiple, 1-5 tapes)	\$5.00	\$5.00	0.00
Audiocassette case (Multiple, 5-10 tapes)	\$7.00	\$7.00	0.00
Audiocassette case (Multiple, 10-15 tapes)	\$10.00	\$10.00	0.00
Video/CD/DVD cassette case (Single)		\$1.00	
Book on CD case (Multiple, up to 12 CDs)	\$8.00	\$8.00	0.00
Book on CD case (Multiple, up to 24 CDs)	\$12.00	\$12.00	0.00
CD Jewel Case (Multiple, 2 disk)	\$4.00	\$4.00	0.00
DVD case (Multiple)	\$7.00	\$7.00	0.00
Video cassette case (Multiple, more than 2)	\$10.00	\$10.00	0.00
AV storage bags	\$1.00	\$1.00	0.00
Research Fees (requested from outside of service area)			
Handling Fee/Postage	\$3.00	\$3.00	0.00
Photocopy	\$0.10/page	\$0.10/page	No Change
Fax (United States)	\$1.00/page	\$1.00/page	No Change
Fax (International)	\$5.00 for first page, \$1.00 each additional page	\$5.00 for first page, \$1.00 each additional page	No Change

MUNICIPAL COURT ADOPTED FEE SCHEDULE

	FY 10 ADOPTED	FY 11 PROPOSED	DIFFERENCE
MUNICIPAL COURT			
On-Line Transaction Fee	1.50	1.50	0.00
Municipal Court Technology Fee	4.00	4.00	0.00
Building Security Fee	3.00	3.00	0.00

PARK AND RECREATION ADOPTED FEE SCHEDULE

	FY 10 ADOPTED FEE	FY 11 PROPOSED FEE	DIFFERENCE
PARKS AND RECREATION DEPARTMENT:			
PARK FEES:			
SPECIAL EVENTS PERMIT (per application)	15.00	25.00	10.00
LHP - Pavilion & BBQ Area with tables, Restrooms, 1/2 day			0.00
Resident	50.00	75.00	25.00
Non-Resident	70.00	100.00	30.00
Deposit	100.00	100.00	0.00
LHP - Pavilion & BBQ Area with tables, Restrooms, All day			
Resident	70.00	125.00	55.00
Non-Resident	90.00	150.00	60.00
Deposit	100.00	150.00	50.00
Carver Park BBQ, 10 Tables, RR, Pavilion, All day			
Resident	40.00	75.00	35.00
Non-Resident	50.00	100.00	50.00
Deposit	50.00	100.00	50.00
Small Park Pavilions			
1/2 day	15.00	25.00	10.00
All day	25.00	40.00	15.00
Deposit	25.00	25.00	0.00
Includes LM Park, LH Park, Schultz, Elm Creek, Westland, Singing Winds			
Guadalupe Park Athletic Lights (per hour)	10.00	15.00	5.00
Centennial Stage			
With tent and electricity	400.00	600.00	200.00
Without tent, with electricity	100.00	125.00	25.00
Without tent, without electricity	35.00	50.00	15.00
Deposit	100.00	150.00	50.00
SOFTBALL FEES:			
League Players Fee (per participant)	5.00	5.00	0.00
Field per Day, no Lights	25.00	150.00	125.00
Field per Day, with lights	50.00	175.00	125.00
Tournament Clean-up and key deposit	50.00	150.00	100.00
Deposit for Bases & Equipment	100.00	100.00	0.00
Practice Use No Lights (per hour)	0.00	10.00	10.00
Practice Use With Lights (per hour)	15.00	15.00	0.00
TENNIS CENTER FEES:			
Court Fees-			
All ages - 1 1/2 hour per person/singles reservation	3.00	3.00	0.00
2 Hours per doubles reservation			
Tournament Fees-			
One court fee per player per day	Negotiated in contract	Negotiated in contract	No Change
Exemptions-			
KISD Tournaments and Practice	0.00	0.00	0.00
Schreiner College Tournaments	0.00	0.00	0.00
Annual Fees -			
Juniors (under 21 years) per year	90.00	90.00	0.00
Adults per year	150.00	150.00	0.00
Family per year	225.00	225.00	0.00
KISD Joint Use Fee (per year)	0.00	0.00	0.00
SWIMMING POOL FEES:			
Olympic Pool - Admissions - Adult (13 and over)	2.00	3.00	1.00
Olympic Pool - Admissions - Children (4 to 12)	2.00	3.00	1.00
Olympic Pool - Admissions - Children (3 and under with accompanying parent)	0.00	0.00	0.00
Olympic Pool - Admissions - Non-swimmers all ages	1.00	1.00	0.00
Summer Individual Pass	50.00	50.00	0.00
Summer Family Pass - up to 4 family members	100.00	100.00	0.00
Summer Family Pass - Additional member	20.00	20.00	0.00
Private Pool Rental - 2 hours / includes lifeguards	100.00	200.00	100.00
Pool Pavilion Rental - 2 hours / does not include cost of pool admission	20.00	20.00	0.00
Swim Lessons (per person)	25.00	35.00	10.00

PLANNING ADOPTED FEE SCHEDULE

	FY 10 ADOPTED	FY 11 PROPOSED	DIFFERENCE
PLANNING DIVISION:			
ZONING AND SUBDIVISION FEES:			
Concept Plans	500.00	500.00	0.00
Preliminary Plats	\$300.00 plus the greater of \$20.00 per lot or \$10.00 per acre*	\$300.00 plus the greater of \$20.00 per lot or \$10.00 per acre*	No Change
			No Change
Final Plats, Minor Plats, Replats, Vacating Plats, Development Plats, Amending Plats	\$150.00 plus the greater of \$10.00 per lot	\$150.00 plus the greater of \$10.00 per lot	No Change
*Where the ADOPTED subdivision contains lots of more than 5 acres each, and is to be used for agricultural purposes (to include the preservation of open/natural space), recreational or single-family residential purposes, the City Planning and Zoning Commission			
Minor Plat, Replat, Vacating Plat, Amending Plat	See Final Plat Fee	See Final Plat Fee	No Change
Zoning Map Amendment (Planned Development, Special Use Permit)	300.00	300.00	0.00
Text Amendment	300.00	300.00	0.00
Zoning Variance	150.00	150.00	0.00
Appeal to City Council or Planning & Zoning Commission	15.00	15.00	0.00
Administrative Appeal	150.00	150.00	0.00
Comprehensive Plan Amendment	300.00	300.00	0.00
Land Use Permit	25.00	25.00	0.00

In case, where legal notice of public hearing is required and applicant defers scheduled action, reapplication is required based on fee for original application

POLICE ADOPTED FEE SCHEDULE

	FY 10 ADOPTED	FY 11 PROPOSED	DIFFERENCE
POLICE DEPARTMENT:			
ACCIDENT REPORTS	6.00	6.00	0.00
ALARM SERVICE (Police)	25.00	25.00	0.00 ✓
FALSE ALARM FEE *			
More than 3 times but fewer than 6 in preceding 12 month period	50.00	50.00	0.00
More than 6 times but fewer than 8 in preceding 12 month period	75.00	75.00	0.00
More than 8 or more times in preceding 12 month period	100.00	100.00	0.00
FINGERPRINTING	10.00	10.00	0.00
FUNERAL ESCORT SERVICE (minimum of 2 officers with 2 hours per officer)	100.00	120.00	20.00
HOUSE MOVING & OTHER ESCORT	30.00	30.00	0.00
LETTERS OF CLEARANCE	10.00	10.00	0.00
OFFENSE/INCIDENT REPORTS	4.00	4.00	0.00
PARADE FEES AND DEPOSITS:			
Deposits-			
Class A	250.00	250.00	0.00
Class B	750.00	750.00	0.00
Class C	100.00	100.00	0.00
Parade Fees-			
Class A	50.00	50.00	0.00
Class B	100.00	100.00	0.00
Class C	25.00	25.00	0.00
STOCK DRIVER PERMIT	5.00	5.00	0.00
ALARM SERVICE PERMIT FEE *			
Residential	50.00	50.00	0.00
Commercial	100.00	100.00	0.00

PUBLIC WORKS ADOPTED FEE SCHEDULE

	FY 10 ADOPTED FEE	FY 11 PROPOSED FEE	DIFFERENCE
PUBLIC WORKS DEPARTMENT:			
BANNER PERMIT	60.00	60.00	0.00
BANNER PERMIT ADMINISTRATION FEE	20.00	20.00	0.00
FLOODPLAIN DEVELOPMENT PERMIT	25.00	25.00	0.00
STREET SIGNS	250.00	250.00	0.00
ENGINEERING DEPARTMENT			
MAPPING INFORMATION:			
Subdivision Specifications (per copy)	25.00	25.00	0.00
City Survey Coordinate System Book	30.00	30.00	0.00
8.5"x11" (each)			
B&W	0.00	3.00	3.00
Color	0.00	5.00	5.00
11"x17" (each)			
B&W	0.00	5.00	5.00
Color	0.00	7.00	7.00
24" X 36"			
B&W	10.00	10.00	0.00
Color	0.00	25.00	25.00
36"x54" ETJ Maps (each)	25.00	25.00	0.00
Digital Map on Disk (each)	30.00	30.00	0.00
CONSTRUCTION INSPECTION OVERTIME	35.00/HR	35.00/HR	0.00
LAND RECORD FILING FEES*			
First page	5.00	5.00	0.00
Second page and each additional	4.00	4.00	0.00
Names in excess of 5 names to be indexed	0.25	0.25	0.00
Records Management Fees per document	5.00	5.00	0.00
Courthouse Security Fee per document	1.00	1.00	0.00
Records Archive Fee per document	5.00	5.00	0.00

* Fees are subject to change based on the County's fee schedule, and will be charged accordingly

SOLID WASTE ADOPTED FEE SCHEDULE

	FY 10 ADOPTED	FY 11 PROPOSED	DIFFERENCE
PUBLIC WORKS DEPARTMENT:			
SOLID WASTE COLLECTION SERVICE LICENSE			
Application Fee:			
Small Waste Collector	150.00	150.00	0.00
Collection Vehicle (each)	5.00	5.00	0.00
Waste Collector	250.00	250.00	0.00
Collection Vehicle (each)	5.00	5.00	0.00
Application Renewal:			
Small Waste Collector	75.00	75.00	0.00
Collection Vehicle (each)	5.00	5.00	0.00
Waste Collector	100.00	100.00	0.00
Collection Vehicle (each)	5.00	5.00	0.00
SOLID WASTE DISPOSAL SERVICE			
Municipal Solid Waste - Compacted (per ton)	38.14	40.30	2.16
Municipal Solid Waste - Compacted minimal (less than 360 lbs.)	8.68	9.17	0.49
Municipal Solid Waste - Loose (per ton)	38.14	40.30	2.16
Municipal Solid Waste - Loose minimal (less than 360 lbs.)	8.68	9.17	0.49
Municipal Solid Waste - Compacted (Weight scale not operational) (per yard)	8.72	9.21	0.49
Municipal Solid Waste - Compacted minimal (Weight scale not operational) (per yard)	8.72	9.21	0.49
Municipal Solid Waste - Loose - (Weight scale not operational) (per yard)	8.72	9.21	0.49
Municipal Solid Waste - Loose minimal (Weight scale not operational) (per yard)	8.68	9.17	0.49
Surcharge (per ton)	11.00	11.00	0.00
Special waste - Asbestos (per ton)	38.14	40.30	2.16
Special waste - Asbestos minimal (less than 360 lbs.)	8.68	9.17	0.49
Special waste - Liquids (per gallon)	0.22	0.23	0.01
Small Tire (each)	2.21	2.34	0.13
Large Tire (each)	11.02	11.65	0.63
Small Animal (each)	7.33	7.75	0.42
Large Animal (each)	28.23	29.83	1.60
Weight/Scale (each)	1.01	1.07	0.06
White Goods (each)	0.00	0.00	0.00
Ticket/Copy (each)	2.02	2.13	0.11
Pull Off (each)	5.54	5.85	0.31
Loads not covered with tarp or net (per occurrence)	5.00	5.00	0.00
Residential Garbage Collection (per month)	5.01	5.29	0.28
Disposal Pass Through (per month)	4.03	4.26	0.23
Mobile Home Service (per month)	3.76	3.97	0.21
Disposal Pass Through (per month)	4.03	4.26	0.23
Composting (per month)	1.83	1.93	0.10
Recycling (per month)	3.00	3.17	0.17

Water, Wastewater and Laboratory ADOPTED FEE SCHEDULE

	FY 10 ADOPTED FEE	FY 11 PROPOSED FEE	DIFFERENCE
WATER AND WASTEWATER DIVISIONS:			
WATER TAPS:			
3/4" tap - Material, labor and equipment	1312.00	1,312.00	0.00
1" tap - Material, labor and equipment	1365.00	1,365.00	0.00
Water taps above 1" in size will be quoted using current pricing for meter and other materials.			
WATER METER SET/INSTALL, IF THE WATER TAP EXISTS			
3/4 X 5/8 meter- Material, labor and equipment	195.00	200.00	5.00
3/4" meter - Material, labor and equipment	175.00	175.00	0.00
1" meter - Material, labor and equipment	240.00	250.00	10.00
Water meters above 1" in size will be quoted using current pricing for meter and other materials.			
SEWER TAPS:			
4" tap - Material, labor and equipment - Out of manhole	1399.00	1,399.00	0.00
6" tap - Material, labor and equipment - Out of manhole	1500.00	1,500.00	0.00
6" tap - Material, labor and equipment - With manhole	3473.00	3,473.00	0.00
Additional charge per foot of depth for manholes over 8 feet deep	200.00	200.00	0.00
SEPTAGE:			
Septage/chemical toilet waste received at treatment plant (per gallon)	0.08	0.08	0.00
LABOR AND EQUIPMENT FOR REQUESTED SERVICES:			
Labor (per hour/per person)	23.40	23.40	0.00
Backhoe/Loader (per hour)	45.00	45.00	0.00
Dump Truck	30.00	30.00	0.00
Hydro-jet Sewer Cleaning Truck (per hour)	95.00	95.00	0.00
Air Compressor (per hour)	12.50	12.50	0.00
Televising Wastewater Mains (per hour - includes crew and equipment)	150.00	150.00	0.00
Service Truck with tools (per hour)	25.00	25.00	0.00
Backflow Prevention Test (Reduced Pressure Zone Device, each test)	100.00	100.00	0.00
Backflow Prevention Test (Double Check Device, each test)	70.00	70.00	0.00
Scale Fee	1.00	1.00	0.00
Water Violation Reconnect Fee	\$25/\$50	\$25/\$50	No Change
Inspection Fee (For Privately installed water + wastewater tap)		50.00	New
WATER WELL LICENSE APPLICATION	50.00	50.00	0.00
LABORATORY SERVICES (by parameter, per each test):			
Alkalinity (as CaCO ₂)	9.00	20.00	11.00
Ammonia Nitrogen	30.00	30.00	0.00
Total BOD ₅	30.00	33.00	3.00
Carbonaceous BOD ₅	40.00	40.00	0.00
Chlorides	12.00	10.00	-2.00
Conductivity	5.00	5.00	0.00
Iron	15.00	15.00	0.00
Hardness, Total	10.00	15.00	5.00
Nitrogen, Nitrate	30.00	18.00	-12.00
Nitrogen, Nitrite	30.00	18.00	-12.00
Oil and Grease	65.00	40.00	-25.00
Phosphorous, Total	15.00	20.00	5.00
Solids, Total Dissolved	35.00	35.00	0.00
Solids, Total Suspended	15.00	15.00	0.00
Solids, Volatile Suspended	22.00	15.00	-7.00
Sulfates	15.00	15.00	0.00
Total Organic Carbon	45.00	50.00	5.00
BACTEROLOGICAL TEST			
Total Coliform/E. Coli (presence/absence)	15.00	16.00	1.00
Coliform, Fecal (count)	12.00	20.00	8.00
Total Coliform/E. Coli Enumeration (Quanti-Tray)	18.00	18.00	0.00
Heterotrophic Plate Count	15.00	20.00	5.00
STANDARD ANALYSIS PACKAGE (DRINKING WATER)			
Included: Alkalinity, Chlorides, Conductivity, Total Hardness, Iron, Nitrate, Sulfate, Total Dissolved Solids, Total Coliform/E. coli.	100.00	100.00	0.00

WATER RECORDS ADOPTED FEE SCHEDULE

	FY 10 ADOPTED	FY 11 PROPOSED FEE	DIFFERENCE
Water Records and Collections			
WATER RATES - INSIDE CITY**			
RESIDENTIAL			
Monthly Account Maintenance Fee	11.43	11.43	0.00
0 - 6000 gallons (per 1,000 gallons)	2.66	2.66	0.00
6,001 - 15,000 gallons (per 1,000 gallons)	3.06	3.06	0.00
15,001 - 25,000 gallons (per 1,000 gallons)	3.98	3.98	0.00
25,001 - 50,000 gallons (per 1,000 gallons)	5.17	5.17	0.00
50,001 and up gallons (per 1,000 gallons)	6.72	6.72	0.00
COMMERCIAL			
Monthly Account Maintenance Fee	11.43	11.43	0.00
0 - 25,000 gallons (per 1,000 gallons)	3.03	3.03	0.00
25,001 - 50,000 gallons (per 1,000 gallons)	3.48	3.48	0.00
50,001 and up gallons (per 1,000 gallons)	4.01	4.01	0.00
IRRIGATION			
Monthly Account Maintenance Fee	11.43	11.43	0.00
0 - 15,000 gallons (per 1,000 gallons)	3.98	3.98	0.00
15,001 - 25,000 gallons (per 1,000 gallons)	4.98	4.98	0.00
25,001 and up gallons (per 1,000 gallons)	6.47	6.47	0.00
FIRE HYDRANT METERS			
Monthly Account Maintenance Fee	62.40	62.40	0.00
Deposit	2,750.00	2,750.00	0.00
Meter Set-up or Move	150.00	150.00	0.00
New Account Fee	25.00	25.00	0.00
0 - 15,000 gallons (per 1,000 gallons)	3.98	3.98	0.00
15,001 - 25,000 gallons (per 1,000 gallons)	4.98	4.98	0.00
25,001 and up gallons (per 1,000 gallons)	6.47	6.47	0.00
EFFLUENT OR RE-USE (per 1,000 gallons)	0.38	0.38	0.00
SEWER RATES - INSIDE CITY**			
RESIDENTIAL			
Monthly Account Maintenance Fee	8.55	8.55	0.00
Per 1,000 gallons	3.37	4.37	1.00
COMMERCIAL			
Monthly Account Maintenance Fee	8.55	8.55	0.00
Per 1,000 gallons	3.70	4.70	1.00
Water by the Truck Load			
REUSE WATER			
0 - 3,000 gallons	10.00	10.00	0.00
3,000 - 8,000 gallons	17.50	17.50	0.00
BULK POTABLE WATER			
0 - 3,000 gallons	12.50	12.50	0.00
3,000 - 8,000 gallons	20.00	20.00	0.00

**Customers outside city limits rates are 1 1/2 times above rates.

Agenda Item: **(Staff)**

5C. Fourth of July celebration planning.

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

SUBJECT: 2011 4th of July Celebration Planning Update

FOR AGENDA OF: August 24, 2010 **DATE SUBMITTED:** August 12, 2010

SUBMITTED BY: Mindy N. Wendel  **CLEARANCES:** Todd Parton
Director of Business Programs City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The celebration committee has met several times to discuss the 2011 4th of July Celebration concerning partnerships, activities, scheduling and logistics. Basic recommendations from the group will be shared.

RECOMMENDED ACTION

For information and discussion.

Agenda Item:

(Staff)

- 5D. Receive an update and consider a regional cooperative initiative among affected cities and counties as it pertains to the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354).

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

SUBJECT: Receive an update and consider a regional cooperative initiative among affected cities and counties as it pertains to the proposed McCamey D to Kendall to Gillespie CREZ project (PUC Docket No. 38354).

FOR AGENDA OF: August 24, 2010 **DATE SUBMITTED:** August 19, 2010

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

EXHIBITS: None

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

Mayor Wampler and city staff are engaged in a proactive outreach effort to municipalities within the Hill Country to determine how they can work together to address the proposed CREZ line (McCamey D to Kendall to Gillespie project). The purpose of the effort is to determine where the interests and concerns of the various municipalities are aligned and how those municipalities who are significantly aligned may work together through the CREZ process.

To date, there have been discussions with the Cities of Fredericksburg, Junction, Mason, and Sonora. Initial conversations with the Cities of Eldorado and Menard are being scheduled. Each of the cities contacted so far have stated their willingness to attend a regional meeting, which staff hopes to schedule sometime in the next two weeks in Junction.

The ultimate objective is to establish an informal alliance and to generate a written document executed by all participating communities to be submitted to the PUC by the September 30 deadline for written testimony.

Judge Pat Tinley is also working on a similar effort involving those Hill Country counties who are included in the study area.

RECOMMENDED ACTION

It is recommended that the City Council reaffirm the regional outreach effort and officially support the regional meeting.

Agenda Item:
(Councilmember Gross)

- 5E. Request to remove trees along common lot line of Kerrville City Hall (800 Junction Highway) and property located at 812 Junction Highway.

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

SUBJECT: Consider removal of trees along common lot line of Kerrville City Hall (800 Junction Highway) and property located at 812 Junction Highway.

FOR AGENDA OF: August 24, 2010 **DATE SUBMITTED:** August 19, 2010

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

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Mr. Ed Pollard recently contacted city staff with an offer to remove 4 hackberry trees located along the common lot line of his property (812 Junction Highway) and Kerrville City Hall. These trees are those located toward the front portion of the properties. They are not a protected classification of trees and Mr. Pollard is requesting that these trees be removed in his effort to clean up and maintain his parcel. The targeted trees show no signs of disease and do not appear to pose an immediate safety issue to either property.

Mr. Pollard's original offer was to remove the trees at his expense. However, the trees are located on city property. In the event the City Council agrees to their removal, it should be conducted by the city due to liability issues.

RECOMMENDED ACTION

There are no impending public safety or public nuisance issues associated with the trees. Their removal would be for the purpose of property maintenance and is purely at the discretion of the City Council. Should City Council decide to have the trees removed, staff recommends that the work be conducted by the city.

Agenda Item:
(Staff)

- 5F. Grant application to Alamo Area Council of Governments, FY10
Homeland Security Grant Program project funding request.

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

SUBJECT: Grant application to Alamo Area Council of Governments; FY2010 HSGP Project Funding Request

FOR AGENDA OF: August 24, 2010

DATE SUBMITTED: August 16, 2010

SUBMITTED BY: Chief John Young

CLEARANCES: Todd Parton, City Manager

EXHIBITS: Applications

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The City of Kerrville has completed and submitted a grant application to the Alamo Area Council of Governments for FY2010 HSGP project funding. Grant funding will be utilized to purchase communications antennas, repeaters and backup power generators to enhance the city's communications interoperability. The funding request total is \$125,000.00.

RECOMMENDED ACTION

This grant application has received initial approval for funding by AACOG. Upon receipt of formal notification from AACOG council will be notified and requested to accept the grant.



Alamo Area Council of Governments FY 2010 HSGP Project Funding Request

NOTE: This worksheet is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab. The boxes for text fields will expand if necessary as you type.

Jurisdiction:

City of Kerrville, Kerrville Police Department

Point of Contact:

Jeffrey L. Wendling or Mary Krebs

Title:

Captain Wendling or Sergeant Krebs

Phone:

830-792-2718 or 830-792-2737

Email:

jeffrey.wendling@kerrvilletx.gov or
mary.krebs@kerrvilletx.gov

1. Project Name

Improve Communications Interoperability

(Double Click in box for project name drop down)

2. Needs to be addressed by this project *(Why is this project needed?)*

Enhancing and improving interoperable communications for the City of Kerrville and Kerr County remains a priority. This project request includes the replacement of three (3) analog, wide band repeaters for P25 standards based equipment for Emergency Management and First Responders. One of the repeaters will service the county-wide Emergency Medical Services of the Kerrville Fire Department. The other two repeaters will replace the old VHF equipment utilized by the City's Public Works Department. The project would also add a new Mutual Aid VHF repeater and an 800 MHz Interop repeater. Every piece of equipment makes up a safety component in times of critical incidents. The project addresses several Target Capabilities of Homeland Security: Communications, On-Site Incident Management; Emergency operations Center Management; Responder Safety and Health; Emergency Public Safety and Security; and Facility Management.

3. Project Description *(How will the needs be met?)*

After each critical incident in recent history, the most glaring indication of success or failure by various Emergency Services Agencies has been their ability to effectively communicate with each other. If an agency waits until a critical incident occurs to consider how it will manage voice and data communications during that time, the odds of failure are greatly magnified. The importance of redundant and scalable communications solutions cannot be overemphasized. At the present time, inter-agency communications are limited due to the lack of sufficient number of equipment and the lack of technology specific equipment in place with all countywide policing agencies.

The City of Kerrville and Kerr County continues to improve interoperable communications for Emergency Management and First Responders through the leadership of the Kerrville Fire Department. The Chief of the Fire Department is the designated Emergency Management Coordinator for the City and the County. Presently, the City is continuing on its third major step toward Operability/Interoperability. This project includes the replacement of three (3) analog, wide band repeaters for P25 standards based equipment. One of the repeaters services the county-wide Emergency Medical Services of the Kerrville Fire Department. This UHF repeater allows for communications between ambulance personnel, Dispatch,

Kerrville Fire Department, Emergency Operations Center and Peterson Regional Medical Center, who are equipped with a 450MHz radio. The two other repeaters replace the old VHF equipment utilized by the City's Public Works Department, a Public Safety component in times of critical incidents.

The project also adds a needed VHF Emergency Management/Mutual Aid repeater and an 800 MHz NPSPAC repeater, all are P-25 standards based equipment.

Backup power generators will need to be added to the two new repeater sites to provide continued power for these communications repeaters.

The addition of these component repeaters will replace old equipment with new P-25 standards based equipment; provide needed operability communications for Emergency Services Organizations such as Fire, EMS, Public Works; and provide needed operability on VHF, UHF and 800 MHz to communicate with the disparate systems within the Alamo Area Council Region. The project will assist us in achieving statewide radio interoperability in Texas.

4. New or Existing project?

- ☐ New project
- ☒ Existing project (Describe how this is an enhancement, expansion, addition, etc. of an existing project in "Notes" field.)
- ☐ Emergency (Describe circumstances in "Notes" field.)

Notes

The repeaters will replace old analog equipment with new wideband P-25 standards based equipment. It also adds a much needed VHF Emergency Management/Mutual Aid repeater and an 800 MHz NPSPAC repeater, and all of which are P-25 standards based.

5. Regional Impact (Identify the investment strategies addressed by the project. How does this project enhance regional preparedness?)

The City of Kerrville provides countywide Emergency Medical Services (EMS) plus designated fire services on a contract basis with the county. The county has an active First Responder Program that supports the EMS program in the rural areas. A total of 10 rural volunteer fire departments also provide fire and first responder services in various parts of the county. Two emergency service districts (ESDs) in the western part of Kerr County (Ingram and Mountain Home). The equipment will allow for continuous communication and can be maintained among various jurisdictions during critical incidents. The Kerrville Fire Department operates a County-wide EMS system within Kerr County and provides mutual aid to the various volunteer fire departments within the County. Having the capability to transmit and receive on Kerrville Fire Department's primary channel through Kerr County enhances the operational and public safety components of all of the associated departments within the County.

6. Local Investment (Explain the effort related to the project, including integration or enhancement of current services, project management, etc.)

Although no match is required, the City has made improvements to the sites where repeaters will be installed. The City has built hardened, weatherized shelters for repeaters as well as installing backup power for one site. The city expense has been approximately \$20,000.

7. Project Scalability (Explain whether this project is being done as a single component or in phases)

☐ One-time project

☒ Phased project (Describe previous funding in "Notes" field.)

Notes:

This is the third major step toward Operability/Interoperability. Phase One included the rebuilding of the Police Department's analog radio system and replacing it with a P-25 standards based VHS system. Phase Two included recycling displaced VHF analog wideband repeaters and narrowband mobiles, (not P-25 standards based) from the Police Department for use by Public Works. This removed Public Works from VHF Low band and provided it with a VHF repeater system at two sites and interoperability with VHF equipment to integrate it with the other Public Safety elements.

8. Project Sustainability (Explain your jurisdiction's plan for sustaining this project—maintenance, upgrades, calibration, etc.)

The Continuity of Operation Plan for this project includes The City of Kerrville maintaining and sustaining all of the equipment. Although no match is required, the City has made improvements to the sites where repeaters will be installed. We have already received funding for the first two phases.

9. Budget (Include as much detail as possible):

The expenditure categories are Equipment, Planning, Organization, Training, and Exercises. These may be chosen from the drop-down list (the default is "Equipment.")

Management and Administration (M&A) Limits – a maximum of up to 3% of project funds requested may be retained and used solely for the management and administration purposes associated with the grant.

Item	Category (Select from list)	Quantity	Unit cost	Total (Calculated)
UHF EMS Repeater AEL: 06CP-010REPT	Equipment	1	15,000	\$15,000.00
VHF Public Works Repeater Digital P-25 enabled Quantars AEL: 06CP-01-REPT	Equipment	2	15,000	\$30,000.00
VHF Emergency Management/Mutual Aid Repeater Digital P-25 enabled Quantar, antenna, and heliax cable AEL: 06CP-01-REPT	Equipment	1	25,000	\$25,000.00
800 MHz NPSPAC Repeater Digital P-25 enabled Quantar, antenna and heliax cable AEL: 06CP-01- REPT	Equipment	1	25,000	\$25,000.00
Backup power generators for the two repeater sites AEL: 10GE-00- GENR	Equipment	2	15,000	\$30,000.00
	Equipment			\$ 0.00
	Equipment			\$ 0.00
	Equipment			\$ 0.00
	Equipment			\$ 0.00
	Equipment			\$ 0.00
	Equipment			\$ 0.00
	Equipment			\$ 0.00

M&A (if applicable, not to exceed 3%)	\$ 0.00
Total (Right click \$ field. Select "Update Field.")	\$125,000.00

10. Disciplines Involved in the Project *(Please indicate the percentage of funds expected to be allocated in each discipline. Use all disciplines that apply):*

Discipline	Percentage of Project \$
Agriculture	0.00%
Law Enforcement	10.00%
Emergency Medical Services - Non-Fire Based	10.00%
Emergency Medical Services - Fire Based	0.00%
Fire Service	0.00%
Hazardous Materials	0.00%
Public Works	35.00%
Public Safety Communications	25.00%
Health Care	0.00%
Emergency Management Agency	10.00%
Public Health	10.00%
Governmental Administrative	0.00%
Cyber Security	0.00%
Not for Profit/Non-Profit	0.00%
Regional Transit System	0.00%

11. Is this project part of a multi-jurisdiction project? *(Check box if "Yes.")* ☒

If "Yes," list the other participating jurisdictions.

Jurisdiction
The City of Kerrville
Kerr County
The City of Ingram
Texas Department of Public Safety
Gillespie County
The City of Fredericksburg
All of the law enforcement agencies in the Alamo Area Council of Government Region

Signature of Authorizing Chief Official

This signature certifies that the requestor understands the requirements, procedures, and deliverables coinciding with this request for funding and has the authority to represent the governing body of this organization.

Authorizing Chief Official

Date

Printed Name

Title**Signature of Project Manager**

The following person is authorized to receive direction, manage work performed, complete and sign required reports, and otherwise act on behalf of the jurisdiction for this project.

Project Manager

Date

Applications must be sent electronically to hls@aacog.com and received no later than NOON August 16, 2010.

Instructions

Alamo Area Council of Governments FY 2009 Project Funding Request Form

Participating jurisdiction(s) and Point of Contact

Enter the name of the jurisdiction. Enter name of the Point of Contact, or person completing the worksheet, and appropriate contact information.

1. Project Name

Please provide a unique name that will easily identify the project. Begin the name with your jurisdiction's name.

2. Needs to be addressed by this project

Explain the benefit(s) to be gained by this project. Be concise but comprehensive. This should justify the expenditure of funds.

3. Project Description

Describe the scope of this project. Relate project activities to the identified needs—outline the expected achievements or mitigation if implemented, and/or potential negative impacts that will occur if the project is not implemented. For Citizen Corps, strike teams, etc., please indicate the number of members.

4. New or Existing Project and Notes

Please identify whether this is a new or existing project, and if the project is intended to address an emergency need. If new, a brief summary of the entire program should be provided in the Notes field. Why and how the project is an emergency should also be explained in the Notes field, if applicable.

5. Regional Impact

Describe the benefit to the region as a result of this project. Does it facilitate regional response, interoperable communications, enhance mutual aid capabilities, bring jurisdictions to similar equipment standards, etc.?

6. Local Investment

Grantees are not required to provide cash or in-kind match for FY 2009. However, there is potential for future programs to be impacted by cash-match requirements. Please provide a brief summary of any or all opportunities to leverage local operating funds or other sources of funding or support to the project.

7. Project Scalability and Notes

Please identify whether this is a one-time project, or may be part of a phased project. If applicable, a brief summary of other phases of the project should be provided in the Notes field.

8. Project Sustainability and Notes

Explain how your jurisdiction will ensure that this project continues to provide value after the initial expenditure of funds. This includes maintenance, upgrades, calibration of equipment, training, etc.

9. Budget

Enter proposed budget info to the extent that it is available. Be conservative in your estimates but do not overstate anticipated costs. Select the expenditure category from the drop-down list (The default is "Equipment."). The totals for each line and for the project are calculated. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to calculate the totals.

10. Disciplines Involved in the Project

Allocate the total budget across any and all disciplines that will be involved in the project, i.e., law enforcement, EMS, general government, etc. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to total the costs.

11. Multi-jurisdiction Project

Check the box if this project is part of a multi-jurisdiction project and list the other participating jurisdictions in the space provide.

Signatures

Signature of the authorizing chief official is required before the project is submitted to AACOG. This can be the county judge, mayor, city manager, chief executive officer or someone authorized to do so by one of the above. The project manager and the contact for the project worksheet may be the same individual.

Agenda Item:
(Staff)

- 5G. Kerrville Economic Development Corporation request for funding FY11 in the amount of \$25,000.

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

SUBJECT: KEDC Request for Funding – FY2011

FOR AGENDA OF: August 24, 2010 **DATE SUBMITTED:** August 16, 2010

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

EXHIBITS: KEDC Funding Request

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$ 25,000	\$ 0	\$ 25,000	
		(FY2011)	

PAYMENT TO BE MADE TO: KEDC

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Attached is a formal funding request from KEDC for a contribution of \$25,000 from the City of Kerrville to fund operations for FY2011. This amount is included in the draft FY2011 budget that is under consideration by the City Council. KEDC's attached funding request includes a budget and a comprehensive explanation of the funding request, including budget priorities for FY2011.

KEDC funding requests are also being forwarded to Kerr County, KPUB and EIC.

The KEDC Board of Directors and the KEDF Executive Board of Directors held a joint meeting on Thursday, August 12, 2010, to discuss operational transition. Both entities have appointed transition teams to discuss how operations will be moved from KEDF to the KEDC. Included in the transition discussions will be how assets would be transferred from KEDF to KEDC, including existing cash reserves.

RECOMMENDED ACTION

It is recommended that the City Council approve KEDC's FY2011 funding request.

KERRVILLE ECONOMIC DEVELOPMENT CORPORATION (KEDC)

1700 Sydney Baker South
Kerrville, Texas 78028

August 13, 2010

Mayor David Wampler
City of Kerrville
800 Junction Highway
Kerrville, Texas 78028

Re: KEDC Funding Request

Honorable Mayor Wampler:

The KEDC greatly appreciates the support and participation provided by the City of Kerrville that has enabled it to achieve its current level of success. This is a major next step in the continued growth and expansion of economic development efforts for our area.

Now that the KEDC has been created, including the adoption of by-laws and a programming overview that consists of clearly defined goals, objectives, and performance measures, it is time to move toward full implementation. Implementation will require funding for start up and operational expenses. KEDC has created a budget for its next fiscal year, which runs from January 1 through December 31. The budget is based on anticipated revenues of \$354,900 for next year from multiple sources. It specifically anticipates a funding allocation of \$25,000 from the City of Kerrville. KEDC is respectfully submitting this funding request to the City of Kerrville for a portion of the operational revenues for FY2011.

Several attachments have been provided with this request. They are the KEDC budget for FY2011, by-laws, performance measures, economic development program overview, and position profile for the corporation's executive director.

Primary objectives for the KEDC for FY2011 will be creative branding to prepare a logo and tag line, creation of a web site, development of marketing materials for a pro-active economic development program, initiation of business recruitment missions, and advertisement to targeted markets. The single most important project will be to continue the efforts to retain the USDA facility in Kerrville.

KEDC is founded on the principles of transparency and accountability to each funding partner. KEDC will provide monthly financial reports, quarterly activity reports, and an annual meeting. Each partner will be able to evaluate the degree to which KEDC has been successful and how effective KEDC has utilized its resources.

This funding request would be for FY2011 only and the KEDC Board of Directors will submit funding requests for future fiscal years. KEDC anticipates that the routine reporting

information discussed in the paragraph above will be used in future years as a basis to evaluate KEDC efforts and whether future funding requests will be granted.

The City of Kerrville's support for the creation of the KEDC is greatly appreciated and the KEDC Board of Directors looks forward to a bright future and a sustained partnership that will prove fruitful for all.

Respectfully,

Trevor Hyde
President

Attachments:

1. FY2011 Budget
2. KEDC By-Laws
3. KEDC Performance Measures
4. KEDC Economic Development Program Overview
5. KEDC Executive Director Position Profile

Attachment 1
FY2011 Budget

(See Next Two Pages)

FY2011 Budget

REVENUE	FY2011	FY2012	FY2013
EIC	\$ 225,000	\$ 235,000	\$ 245,000
City of Kerrville	\$ 25,000	\$ 30,000	\$ 30,000
Kerr County	\$ 25,000	\$ 30,000	\$ 30,000
KPUB	\$ 25,000	\$ 30,000	\$ 30,000
Private Investments	\$ 30,000	\$ 40,000	\$ 50,000
Kerrville Area Chamber of Commerce (Net Value)	\$ 24,900	\$ 26,145	\$ 27,452
GRAND TOTAL REVENUE	\$ 354,900	\$ 391,145	\$ 412,452

OPERATING EXPENSES	FY2011	FY2012	FY2013
Office Lease	\$ 7,200	\$ 7,200	\$ 7,200
Telephone	\$ 3,500	\$ 3,605	\$ 3,713
Lobbying/DC/Austin	\$ 50,000	\$ 50,000	\$ 50,000
Insurance O&D/Liability	\$ 3,300	\$ 3,399	\$ 3,501
Postage	\$ 1,500	\$ 1,545	\$ 1,591
Printing	\$ 500	\$ 515	\$ 530
Supplies	\$ 1,000	\$ 1,030	\$ 1,061
Meeting Expense (Eliminated by KEDC Board)	\$ -	\$ -	\$ -
Legal	\$ 2,000	\$ 2,060	\$ 2,122
Accounting and Audit	\$ 3,000	\$ 3,090	\$ 3,183
Dues/Subscriptions	\$ 2,500	\$ 2,575	\$ 2,652
Internet/Website	\$ -	\$ -	\$ -
Advertising	\$ -	\$ -	\$ -
Miscellaneous/Contingency	\$ 10,000	\$ 10,300	\$ 10,609
Travel Training/Professional Development	\$ 6,000	\$ 6,180	\$ 6,365
IT Support Services	\$ 1,500	\$ 1,545	\$ 1,591
Software Purchase	\$ 3,000	\$ 3,090	\$ 3,183
SUB-TOTAL OPERATING EXPENSES	\$ 95,000	\$ 96,134	\$ 97,302

RECRUITMENT, MARKETING & BRANDING	FY2011	FY2012	FY2013
Design & Printing of Presentation Folder, Basic Brochure & Information Sheets	\$ 15,000		
Creative for Branding (Logo, Tag Line)	\$ 5,000		
Website/Internet Access, Domain Names, Search Engine			
Maintenance & Design	\$ 12,000		
Business Recruitment Missions & Shows	\$ 24,000		
Advertising to Targeted Market	\$ 50,500		
SUB-TOTAL RECRUITMENT, MARKETING & BRANDING	\$ 106,500	\$ 83,000	\$ 90,000

Personnel	FY2011	FY2012	FY2013
<u>Salary</u>			
Director	\$ 105,000	\$ 107,100	\$ 109,242
Administrative Assistant	\$ 30,000	\$ 30,600	\$ 31,212
<u>Bonus</u>			
Director	\$ -	\$ 10,710	\$ 10,924
<u>Certification Pay</u>			
Director	\$ -	\$ -	\$ -
<u>FICA</u>			
Director	\$ 6,510	\$ 6,640	\$ 6,773
Administrative Assistant	\$ 1,860	\$ 1,897	\$ 1,935
<u>MediCare</u>			

Director	\$ 1,523	\$ 1,553	\$ 1,585
Administrative Assistant	\$ 435	\$ 444	\$ 453
<u>Health Insurance</u>			
Director	\$ 6,000	\$ 6,300	\$ 6,615
Administrative Assistant	\$ 6,000	\$ 6,300	\$ 6,615
<u>Benefits</u>			
Director	\$ 3,150	\$ 3,213	\$ 3,277
Administrative Assistant	\$ 900	\$ 918	\$ 936
<u>Vehicle Allowance</u>			
Director	\$ 6,000	\$ 6,000	\$ 6,000
SUB-TOTAL PERSONNEL	\$ 167,378	\$ 181,676	\$ 185,567

CAPITAL	FY2011	FY2012	FY2013
<u>Data</u>			
Computers	\$ 4,000	\$ -	\$ -
Server Licensing	\$ 1,000	\$ 1,000	\$ 1,000
SUB-TOTAL DATA	\$ 5,000		
SUB-TOTAL CAPITAL	\$ 5,000	\$ 1,000	\$ 1,000

GRAND TOTAL EXPENSES	\$ 373,878	\$ 361,810	\$ 373,869
EXPENSES OVER/(UNDER) REVENUES	\$ (18,978)	\$ 29,335	\$ 38,583

Attachment 2 KEDC By-Laws

By-laws of Kerrville Economic Development Corporation

Article I. Name and Location

The Kerrville Economic Development Corporation is incorporated under the laws of the State of Texas as a not-for-profit corporation. Its principal office shall be located within Kerrville, Texas as designated by the Board of Directors, hereinafter referred to as "KEDC".

Article II. Statement of Purpose

The purpose of the corporation is *to be a leader in economic development for the City of Kerrville and Kerr County, Texas by facilitating meaningful activities that promote growth, retention and prosperity.* Particular attention and emphasis shall be given to support the economic, commercial, tourism, agriculture, recreational, quality of life, health care, cultural, industrial, research and educational interests of the city and county that directly broadens the tax base.

More specifically, the purpose of the KEDC is as follows:

- A. Promote assets and other resources which will enhance economic growth;
- B. To render assistance and encouragement to existing businesses and promote on-going economic activities to ensure their continued operation and growth;
- C. To identify, meet and negotiate with potential new industries and other potential new business enterprises best suited to the resources of Kerrville and Kerr County, Texas;
- D. To actively promote specific industrial, commercial and retail sites and buildings as locations suitable for new business and industry;
- E. To encourage the development and implementation of a county-wide economic development plan, working in close liaison with the local chamber of commerce, development corporations, community organizations, educational and academic institutions, and allied agencies to accomplish this objective;

- F. Upon request, to provide technical assistance to the City and County Government to assist them in becoming more successful in the recruitment of new industry and other businesses which meet the needs of their citizens.

The corporation shall observe all local, state, and federal laws, which apply to non-profit organizations as defined in Section 501(c)(6) of the Internal Revenue code.

Article III. Objective

The primary objective of the Kerrville Economic Development Corporation is to mobilize the intellectual capital, financial, and physical resources of the community so that a systematic and meaningful program for upgrading the economic status of the community is in place.

Article IV. Limitation of Methods

While being non-partisan, the KEDC will stress promotion and conduct of activities designed to improve the economy. Educational efforts involving national, state and local political issues relating to economic development will be a part of the KEDC's overall program. The KEDC, however, will not lend its influence to the election of any candidate for any political office.

Article V. Registered Office

The registered office of the corporation required by the Texas Business Corporation Law to be maintained in the State of Texas may be, but need not be; identical with the principal office in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

Article VI. Operational Limitations

Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law), or (2) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

- A. No substantial part of the activities of the corporation shall consist in carrying on propaganda or otherwise attempting to influence legislation, unless by appropriate election a greater part is permitted without jeopardizing the corporation's exemption under IRC Section 501(c)(6). The corporation shall neither participate in, nor intervene in, any political campaign on behalf of (or in opposition to) any candidate for public office, including the publishing or distribution of any statements.

- B. No part of the net earnings or net income of the corporation shall inure to the benefit of any private individual or officer or director of the corporation. Nothing herein, however, shall prohibit the corporation from paying to officers, directors, employees or others reasonable compensation for personal services rendered which are necessary to carrying out the exempt purposes of the corporation.

Article VII. Directors and Officers

- A. Except as otherwise required by law or provided by these bylaws, the entire control of the Kerrville Economic Development Corporation and its affairs and property shall be vested in its Board of Directors.
- B. Incorporators of the Corporation shall serve as Initial Directors of the Corporation for the first (60) sixty days. Directors, there after of the Corporation shall serve (1) one year, (2) two year and full three (3) year terms.
- C. The Board of Directors shall consist of elected and appointed directors. Definitions of these categories follow:
1. Two (2) elected directors shall be elected by majority vote of the board and serve a term of three (3) years.
 2. Appointed directors shall serve three (3) year terms. These directors will be appointed one each by the Kerr County Commissioners Court, Kerrville Public Utilities Board, Kerrville City Council, Kerrville Independent School Board, Kerrville Economic Improvement Corporation, Kerrville Area Chamber of Commerce, and Kerrville Convention and Visitors Bureau.
 3. Directors are eligible to serve two consecutive terms, however they shall not be eligible for election thereafter until at least one (1) year has lapsed.
 4. Upon adoption of the by-laws, the initial terms for the board of directors shall be as follows:
 - a. The directors representing the first business representative, the Kerrville Area Chamber of Commerce and the Kerr Economic Improvement Corporation shall serve a three (3) year term.
 - b. The directors representing the second business, the Kerrville Public Utilities Board and the Kerrville Independent School District shall serve a two (2) year term.
 - c. The directors representing the Convention and Visitors Bureau, the Kerr County Commissioners Court and the Kerrville City Council shall serve a one (1) year term.

- 1) Those directors serving an initial one (1) year term shall have their initial term excluded from the provisions of Article VII, paragraph C 3. above.
- D. The Board of Directors shall consist of nine (9) directors. All directors shall have voting privileges.
- E. The Corporation will strive to have a diversification of industry Directors representing both the public and private sectors.
- F. Any officer or director elected or appointed by the Board of Directors may be removed by a two-thirds (2/3) vote of the Board of Directors whenever in its judgment the best interest of the corporation shall be served thereby.
- G. At the annual meeting, directors to succeed those whose terms expire, shall be chosen by the directors by written ballot unless there is only one (1) nominee for each open seat, in which event a voice vote may be taken. A majority of Directors shall constitute quorum. The majority elects.
- H. The officers of the corporation shall be elected by the Board of Directors and shall consist of a President, Vice President, and Secretary/Treasurer.
- I. The duties of the officers shall be as follows:
 1. The President is the principal officer of the organization and presides at meetings of the Board of Directors. The President shall establish meeting agendas, appoint committee members, appoint committee chairpersons, and upon recommendation, appoint committee's membership. The President can sign legal contracts for the corporation as authorized by the board. The President is authorized to sign checks on behalf of the corporation in the absence of the Secretary/Treasurer.
 2. The Vice President performs the duties of President in their absence.
 3. The Secretary/Treasurer:
 - a. shall serve as corporate secretary of KEDC and issue notices of meetings, keeps records and distributes minutes of meetings.
 - b. has care and custody of all funds and property of the corporation under direction of the Board of Directors. Funds shall be kept on deposit in financial institutions or invested in a manner approved by the Board of Directors.

Checks over \$500 shall have two (2) signatures (President or Vice President and Director of Economic Development.)

The Secretary/Treasurer shall submit monthly reports and shall render other reports whenever requested to do so by the Board of Directors. The Treasurer shall cause to have deposited all funds in the name of the corporation in such bank(s) as designated by the Board.

4. If any vacancy shall occur in any officer's position the Board shall elect a member of the corporation to fill such a vacancy for the unexpired term of the person being replaced.
- J. The Board of Directors shall employ a professional Executive Director. The Executive Director shall be responsible for the general and active management of the business of the corporation, shall see that all orders and resolutions of the Board of Directors are carried into effect; shall perform such duties as the Board of Directors may prescribe; and shall be responsible for the hiring, supervising, evaluation, and dismissal of all employees of the corporation, after consulting with the Board of Directors. The Executive Director reports directly to the Board of Directors.
- K. **Kerr Economic Development Executive Director.** The KEDC Board may employ a full time Executive Director who will serve at the pleasure of the KEDC Board.
 1. S/He will be supervised by and evaluated by the KEDC Board.
 2. Compensation for the Executive Director shall be determined by the KEDC Board.
 3. S/He shall be the chief administrative officer of the KEDC
 4. S/He shall see that the purpose of the KEDC and its strategic and business plans are carried into effect
 5. S/He shall attend KEDC meetings as may be determined by the board of directors
 6. S/H is a non-voting member of the board of directors.
 7. S/He shall have the authority to hire and remove all subordinate employees after consultation with the KEDC Board.

L. OTHER PERSONNEL

1. The KEDC Board may authorize the Executive Director to hire additional staff as the need dictates, subject to budget constraints.
2. S/He will be supervised by and evaluated by the EDC Executive Director. Compensation of subordinate employees shall be determined by the EDC Board, at the recommendation of the Executive Director.

M. Compensation

Members of the KEDC Board shall serve without compensation for their services but may be reimbursed for expenses actually incurred in the performance of their duties.

N. Vacancies

In the case of death, incapacity, resignation or disqualification of any director, the entity making the appointment shall appoint another director for the unexpired term of such deceased, incapacitated, resigned or disqualified director.

O. Attendance

The Secretary/Treasurer or President shall report attendance of directors for each regularly scheduled and special meeting. The appointing entity shall be notified by the Secretary/Treasurer or President in writing should their appointed director be absent from three (3) consecutive KEDC meetings. The appointing entity shall have sixty (60) days to either provide a replacement or provide a written statement to KEDC that they have excused the absences.

P. Public Liability and Errors & Omission Insurance

Members of the Economic Development Corporations Board and its executive director shall be insured against public liability and errors and omissions insurance by KEDC.

Article VIII. Meetings and Elections

- A. All directors shall have the right to take part in all discussions and to vote, except that any director who has a conflict of interest in regard to any proposal or matter under consideration by the KEDC shall disqualify themselves from voting. A director must be present to vote.
- B. An annual meeting of the Board of Directors shall be held during the month of January at which Directors and Officers shall be elected.
- C. Regular meetings of the Board of Directors shall be called by the President or by a majority of directors in office at the time.
- D. A majority of directors in office, at the time, shall constitute a quorum for any regular or special meeting of the board.
- E. Election of directors and officers shall be by written ballot unless there is but one nominee for each office or position, in which even a voice vote may be taken.
- F. A budget and work plan must be adopted no later than June 1st of each year.

Article IX. Committees

The President, by and with the approval of the Board, shall appoint such additional Committees as are needed to facilitate the work of the corporation. The Board shall authorize and define the powers and duties of such committees or task forces.

Article X. Finances and Records

- A. The fiscal year of the corporation shall be January 1 to December 31, inclusive.
- B. The financial and legal records for the corporation shall be kept at the principle office of the corporation. A Certified Public Accountant shall be engaged to perform an annual audit.
- C. The KEDC may accept gifts, donations and grants from any legal source to aid in carrying out its economic development programs.
- D. KEDC shall invest in securities and acquire property as may be determined by its investment policy that is approved by the Board of Directors.
- E. Upon approval of the budget, the Treasurer is authorized to prepare disbursements on accounts and expenses provided for in the budget without approval of the Board of Directors. Disbursements shall be by check.

Article XI. Rules of Procedure

The rules of procedure at meetings of the directors shall be according to Robert's latest book on parliamentary procedure so far as applicable and when not inconsistent with these Bylaws.

Article XII. Amendments

These Bylaws may be amended or revised by a two-thirds (2/3) vote of the Board of Directors, providing that written notice of at least fourteen (14) days of the date of the meeting includes the proposed amendments or revisions.

Article XIII. Indemnification

Each Director, officer and employee of the corporation, past or present, and each person who serves or may have served at the request of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation as Director, officer, employee, representative or agent, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by Texas Statutes. The Corporation shall not be obliged to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by the Board of Directors. The Board of Directors shall have the power to advance to such persons expenses incurred in defending any such proceedings to the maximum extent

permitted by law. This section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under this section by way of assignment, subrogation or otherwise, whether voluntary, involuntary, or by operation of law. The Board of Directors may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of their status as such whether or not the Corporation would have the power to indemnify such person against liability under Texas Statutes, the Articles of Incorporation, or the Bylaws.

Article XIV. Miscellaneous

Corporate Seal. The corporation shall have no seal.

Article XV. Dissolution

Upon dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(6) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to Kerrville Economic Improvement Corporation for a public purpose.

These by laws have been adopted this 1st day of July, 2010.

Attachment 3

KEDC Economic Development Program Overview

Kerrville Economic Development Corporation Economic Development Program Overview

The program overview includes the desired outcomes, performance metrics, priorities, and expectations for the new economic development program. It is vital that expectations be clearly identified and that they are also reasonable and obtainable. To that end, the desired outcomes and priorities have been stratified to address short term, intermediate term and long term needs/issues.

These timelines are defined as follows:

Short Term = Within 6 Months
Intermediate Term = 6 to 24 Months
Long Term = More than 24 Months

Programming for the restructured economic development program has been based upon the Kerrville/Kerr County Economic Development Strategic Plan. This is an official document adopted by both the City and the County and is the “map” by which economic development efforts and resources will be allocated.

Desired Outcomes

Short Term (Within 6 Months)

1. Identify the top three (3) business markets for the Kerr County and the City of Kerrville.
2. Develop, plan and implement a marketing strategy for the Kerr County area.
3. Conduct a survey of 20 to 30 Kerr County area businesses within the top three (3) identified business markets to determine the challenges and opportunities faced by the business sector.
4. Identify the business clusters for Kerr County and City of Kerrville.

Intermediate Term (6 to 24 Months)

1. Increase wage growth in Kerr County and City of Kerrville that is faster than that for the State of Texas by at least 5%, excluding government employees.
2. Increase employment growth in Kerr County and the City of Kerrville at a rate faster than that for the State of Texas by at least 5%, excluding government employees.
3. Grow Kerr County and City of Kerrville sales tax at a rate that is equal to or greater than that for the State of Texas.
4. Expand local options, above baseline 2010 levels, in retail subsectors (other than building supply stores) including expanded hours of operation.
5. Expand local hotel inventory, above baseline 2010 levels, to include higher rated facilities. This may be achieved either through expansion or upgrade of existing facilities.

6. Experience a significant level of reinvestment in commercial properties along the City's primary corridors, river front properties, and Central Business District.

Long Term (Greater than 24 Months)

1. Increase the proportionate share of non-residential property value for the City of Kerrville from 30% to 50% over the next 10 years.

Performance Metrics

Indicators of performance are based upon the concepts of utility, validity, reliability, precision, feasibility, and cost in collecting and monitoring data. These indicators directly reflect the desired outcomes, priorities, and expectations outlined above. They are also readily obtainable and routine sources of information that may provide a solid historical perspective as well.

1. Indicator – Property Tax Revenues.
2. Indicator – HOT Revenues.
3. Indicator – Sales Tax Revenues.
4. Indicator – Utility Revenues.
5. Indicator – Growth/Reduction of Utility Accounts (Water and Electric).
6. Indicator – Change in Non-Residential Tax Base.
7. Indicator – Non-Residential Building Permit Activity.
8. Indicator – Value of New Non-Residential Construction.
9. Indicator – Value of Non-Residential Remodel and Expansion.
10. Indicator – Residential Building Activity.
11. Indicator – Value of New Residential Construction.
12. Indicator – Change in Employment.
13. Indicator – Economic Development Incentive Applications.
14. Indicator – Self-Initiated Business Contacts.
15. Indicator – Organization-Initiated Business Contacts.
16. Indicator – Tourist Visits.

Priorities

Short Term (Within 6 Months)

1. Establish performance-based economic development benchmarks.
2. Meet with all economic development partners and key stakeholders and keep them fully informed and engaged on an ongoing basis.
3. Develop a marketing strategy and marketing implementation plan.

Intermediate Term (6 to 24 Months)

1. Work with public sector entities to adopt/update appropriate economic development incentives that are competitive with other regions while protecting the tax base.
2. Establish development processes to make it faster and more affordable for small businesses to locate, to relocate, and to expand in Kerr County and the City of Kerrville.

3. Present Kerr County and the City of Kerrville economic development efforts to state and national elected officials as well as the media on an ongoing basis.
4. Create a unified development for Kerr County and the City of Kerrville by:
 - a. Developing and Kerr County/City of Kerrville web portal,
 - b. Developing an e-newsletter to send to prospects and constituents,
 - c. Targeting tourists by placing economic development material(s) in hotel rooms and other tourist destinations,
 - d. Developing products that are designed specifically for the top identified business markets and using them to maintain constant contact with those business markets, and
 - e. Targeting retail developers by:
 - i. Exhibiting at the annual ICSC conference in San Antonio, and
 - ii. Making marketing visits to nearby metropolitan areas, e.g. San Antonio, Austin, Dallas (high tech), and Houston.

Long Term (Longer than 24 Months)

1. Work with public sector entities to seek project-based developments.
2. Annually review the economic development incentives programs with Kerr County and the City of Kerrville to ensure they are tailored to the targeted business markets and business clusters and that they remain appropriate to existing market conditions while protecting the tax base.
3. Ensure that economic opportunity and advancement are available to all Kerr County and City of Kerrville residents by growing the middle class through:
 - a. Expanded workforce training and skills development,
 - b. Addressing attainable housing issues:
 - i. Host a Kerr County/City of Kerrville summit on attainable housing,
 - ii. Coordinate local housing initiatives with key public sector, quasi public sector, and local non-profit entities, and
 - iii. Facilitate local housing projects with appropriate private sector entities.
4. Launch a local marketing campaign to involve residents in economic development – e.g. organize volunteers into a “Prosperity Team” charged with promoting the area.
5. Market Kerr County and the City of Kerrville to alumni of local educational institutions:
 - a. Create a “Come Back to Kerrville” web page aimed at high school and college alumni, and
 - b. Promote Kerr County and the City of Kerrville at class reunions and other festivals.

Expectations

1. Create effective marketing tools to include web based products and collateral materials.
2. Devise a proactive retail recruitment strategy for regional and national retail prospects.
3. Create and maintain an inventory of available land and buildings suitable for targeted economic development prospects.

4. Coordinate economic development activities and programs with public sector entities.
5. Actively recruit targeted retail prospects.
6. Enhance opportunities for local entrepreneurship and growth of small, local business.
7. Market Kerr County and the City of Kerrville to specific economic development targets.
8. Serve as the primary point of contact for new business prospects and local businesses looking to expand.
9. Ensure that community economic development programs (to include predefined incentives) and initiatives are implemented.
10. Take the lead in coordinating efforts of economic development partners and allies of Kerr County and the City of Kerrville.
11. Provide a respected avenue for local business and industry to discuss their needs and issues.
12. Provide regular reporting to show monthly departmental activity, monthly financial statements, and an annual comprehensive reporting package to show the degree to which annual performance measures have been met.
13. Conduct quarterly community meetings for all economic development stakeholders.

Attachment 4

KEDC Executive Director Position Profile

Kerrville Economic Development Corporation **Executive Director Position Profile**

Training, Experience, Certificates and/or Licenses

1. Basic ED Certificate from the Economic Development Council
2. CCED Certification from the International Economic Development Council desirable but not required
3. Economic Development Financing Professional Certification desirable but not required
4. Minimum five (5) years employment experience in ED; three (3) years in senior management of a progressive, responsible ED program
5. Preferred lobbying experience

Education

1. Bachelor's degree in business or related field such as planning, public administration, marketing or related fields from an accredited college or university or equivalent

Traits – Skills Needed

1. Extensive knowledge of state economic development law including strong familiarity with 4a and 4b sections of sales tax law for economic development and allowable expenditures
2. Solid experience with financial incentive packaging using local, state and federal incentives
3. Impeccable communication skills including oral and written; comfortable with media relations (on and off camera)
4. Critical thinker for vision, problem solving and innovation
5. Proven track record of success in planning, coordinating, structuring and directing successful initiatives involving multiple stakeholders and partners
6. Strong marketing, branding and interpersonal skills
7. Prove ability to build strategic alliances/relationships and effectively perform in a matrix organization
8. Business minded, trustworthy, collaborative, good listener, patient, resilient and confidential
9. Proficient in Microsoft Office Systems or equivalent

Physical Requirements

1. Willingness and ability to work the hours necessary to accomplish the assigned duties; attend evening meetings/functions; travel out of town and attend workshops, conferences, seminars and meetings during work and non-work hours

2. Essential duties require the mental and/or physical ability to: work in a standard office environment or non-standard office environment, read fine print and computer monitors, dexterity to operate a computer keyboard, hear and speak well enough to converse by telephone and stamina to work additional hours to meet deadlines
3. Must be able to sit and stand for long periods of time
4. Must be able to lift waist high and carry up to 40 pounds
5. Must be able to keep a fast pace all day, which could include scooping, squatting, kneeling and bending

Special Requirements

1. Possession of appropriate driver's license valid in the State of Texas and an acceptable driving record is required

Duties of the Position

1. Administrative Function

- a. Prepare the annual budget for board approval and implement it within budget constraints
- b. Provide responsible administrative work in managing a comprehensive economic development program
- c. Create, actively implement and annually update an Economic Development Strategic Plan, including goals, strategies, tasks and performance benchmarks
- d. Manage maintenance of critical information desired by development prospects such as economic data, land structure availability, demographic and psychographic data, and general market information in a readily accessible manner, including availability on the community's website
- e. Identify and track critical performance metrics to evaluate the impact of local economic development efforts such as jobs-to-housing balance, local buying power or square footage of office space
- f. Supervision of support staff person(s)
- g. Preparation of monthly agendas and reports to the Board of Directors
- h. Preparation of annual report to the Board of Directors and Economic Development Partners
- i. Other duties as assigned

2. Marketing Function

- a. Develop and maintain marketing materials associated with various facets of economic development and implementation of the community's brand, including materials for presentation to targeted business prospects or as requested by prospect's companies
- b. Prepare specific economic incentive packages for business prospects or general packages/programs for targeted business clusters
- c. Other duties as assigned

3. Development Function

- a. Implement economic development-related policy as adopted by the Board of Directors

- b. Develop, anticipate, direct, implement and promote ongoing economic development promotion strategy to attract new commercial and industrial business
 - c. Maintain a positive local business climate by visiting local business and industry, and determine ways to aid local firms to expand
 - d. Coordinate the local economic development programs with applicable federal, state and regional governmental agencies to minimize duplication of effort and to maximize the effectiveness of available resources
 - e. Research prospective commercial and business prospects
 - f. Other duties as assigned
4. **Community Relations Function**
- a. Maintain a professional working relationship with local, state and federal governmental agencies
 - b. Attend committee, commission, council and other public meetings and participate as warranted
 - c. Work cooperatively with community groups
 - d. Maintain open communications with existing merchants and respond promptly and effectively to their suggestions and concerns regarding economic development
 - e. Other duties as assigned

Objective

The goal of the economic development program is the creation of new jobs, expansion and diversification of the local tax base, and stimulation of the local economy through increased disposable income.

Agenda Item:

(Staff)

- 5H. Consideration of state law that allows a change in the date of the city's general election from May to November.

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

SUBJECT: Consider Change in Date of the City's General Election from May to November

FOR AGENDA OF: August 24, 2010 **DATE SUBMITTED:** August 19, 2010

SUBMITTED BY: Brenda Craig,  City Secretary **CLEARANCES:** Todd Parton, City Manager
Mike Hayes, City Attorney

EXHIBITS: House Bill No. 401
Estimated cost of city election if held in November, as prepared by the
County Elections Coordinator

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 FINANCE:

SUMMARY STATEMENT

House Bill 401 was signed by the governor and became effective May 13, 2009, and allows the City of Kerrville to change the date of its general election from the second Saturday in May to the November uniform election date i.e. the first Tuesday after the first Monday. Should council desire to change the date of the general election to the November date, council must act not later than December 31, 2010, to make this change; if so instructed, staff will prepare an ordinance to be considered by council at a future meeting.

Staff would like to present the following information for discussion:

- Changing the city's election date to November would place all city election matters (i.e. election of councilmembers, Charter amendments, and votes on propositions) on the same election date as federal, state, and county elections.
- If the council decides to change to the November election date, current councilmembers would most likely continue to serve until new councilmembers are sworn into office in late November.
- Changing to the November date will require the city to use the same polling locations as the county, thereby requiring the city to coordinate nine polling locations, election workers, and ballot programming styles; currently city elections are conducted at one polling location using one ballot style. This will increase our election costs from an estimated \$5,500 to \$8,977 plus the cost of electronic ballot programming and printing ballots for nine polling locations versus one polling location.

- If the election date is changed to November, city voters will have to go to the county's polling locations to vote in the city election; in some cases, those polling locations are located outside the city limits.
- If the city's election date is changed to November, city voters wishing to vote in the city election will have to stand in one line to get their county/state/federal ballot and stand in another separate line to qualify and receive a city ballot. This is due to the fact that county precinct boundary lines are not consistent with the city limits boundary line.
- By court action, KISD's election date is tied to the city's election date and any change may impact KISD; city staff is of the understanding that KISD does not support a change in the city's election date.

On a separate issue, if the council decides to keep the city's general election date in May, the city secretary requests council authorization to begin negotiations with the county elections/voter registration office with the goal of preparing a joint election agreement for council approval that would authorize the county elections coordinator to conduct the city's election as it pertains to voting at the polling location. Currently, the city secretary contracts with the county to use county election equipment, and hires election judges and workers to conduct polling activities and; this proposal would consolidate both of these functions. The city secretary would continue to meet all other requirements of the Texas Election Code for the city of Kerrville.

RECOMMENDED ACTION

The city secretary recommends:

1. The city's general election date remain the second Saturday in May.
2. Council authorization to begin negotiations with the county elections coordinator and the voter registrar with regard to a preparing a joint election agreement for council's consideration at a future meeting.

AN ACT

relating to the authority of certain political subdivisions to change the date of their general elections.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 41.0052, Election Code, is amended by adding Subsection (a-1) to read as follows:

(a-1) The governing body of a political subdivision, other than a county, that holds its general election for officers on a date other than the November uniform election date may, not later than December 31, 2010, change the date on which it holds its general election for officers to the November uniform election date.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009.

President of the Senate

Speaker of the House

I certify that H.B. No. 401 was passed by the House on April 9, 2009, by the following vote: Yeas 148, Nays 0, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 401 was passed by the Senate on May 5, 2009, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

- If the election date is changed to November, city voters will have to go to the county's polling locations to vote in the city election; in some cases, those polling locations are located outside the city limits.
- If the city's election date is changed to November, city voters wishing to vote in the city election will have to stand in one line to get their county/state/federal ballot and stand in another separate line to qualify and receive a city ballot. This is due to the fact that county precinct boundary lines are not consistent with the city limits boundary line.
- By court action, KISD's election date is tied to the city's election date and any change may impact KISD; city staff is of the understanding that KISD does not support a change in the city's election date.

On a separate issue, if the council decides to keep the city's general election date in May, the city secretary requests council authorization to begin negotiations with the county elections/voter registration office with the goal of preparing a joint election agreement for council approval that would authorize the county elections coordinator to conduct the city's election as it pertains to voting at the polling location. Currently, the city secretary contracts with the county to use county election equipment, and hires election judges and workers to conduct polling activities and; this proposal would consolidate both of these functions. The city secretary would continue to meet all other requirements of the Texas Election Code for the city of Kerrville.

RECOMMENDED ACTION

The city secretary recommends:

1. The city's general election date remain the second Saturday in May.
2. Council authorization to begin negotiations with the county elections coordinator and the voter registrar with regard to a preparing a joint election agreement for council's consideration at a future meeting.

ESTIMATED COST OF City of Kerrville Election									
	County Election Services Contract Costs		Estimate					November Election Estimate	
1	Ballot Printing Cost								
	First 1000 Ballots Free								
	Second 1000 Ballots		\$ -						350.00
2	Electronic Voting System Programming								
	Test and Sample Ballots		\$ 1,600.00						1,600.00
*	3 Publication of Test of Electronic Voting Equipment								
	Newspaper-West Kerr Current		\$ 40.00						40.00
	Other Newspapers as requested								
*	4 Charge for Wireless Internet								217.50
			\$ 435.00						
*	5 Lease of Voting Machines								
	Early Voting and Election Day								
		# of Units	Lease Cost						
	eSlates	2	\$37.50						
	JBC	2	\$37.50				\$ 75.00		75.00
	eScans	2	\$67.50				\$ 75.00		75.00
	Tally Computer	1	\$57.75				\$ 135.00		135.00
	Lap Top Computer	1	\$52.50				\$ 57.75		57.75
							\$ 52.50		52.50
6	Precinct Election Judges and Clerks								
	\$10.00 per Hour								
	Early Voting Clerk			2	80 hours		\$ 1,600.00		800.00
	Election Day Judge & Alternate Judge			2	14 Hours		\$ 280.00		1,260.00
	Election Day Clerks			3	14 hours		\$ 420.00		2,520.00
	Early Ballot Board Clerks			3	2hours		\$ 60.00		60.00
	Tabulation Supervisor & Personnel			3	2 hours		\$ 60.00		45.00
	Election Night Workers			-	-		\$ -		75.00
7	Fee for Pickup of Supplies before Election Day and Delivery of Supplies after Polls Close Per Election Day Judge						\$ 25.00		112.50
8	Technical Support Personnel						\$ -		
9	Miscellaneous Election Costs								
	Elections Kits			2	\$ 42.50		\$ 85.00		382.50

***We have a laptop for the internet to look people up on the State System if they are not in the book. The Cailloux does not have internet access in lobby so we have to have someone install wireless for us to use the laptop.
 *** total cost is \$435 divided with county \$217.50

**total cost is \$1,600 divided with county \$800
 **total cost is \$2,520 divided with county \$1,260
 Cost of 2 clerks per Precinct for City of Kerrville voters
 **total cost is \$90 divided with county is \$45
 ***total cost is \$150 divided with county is \$75

*total is \$225 divided with county is \$112.50

	Central Counting Station Kit	1	\$ 12.00	\$ 12.00	1	12.00
	* Shipping of Ballots and Kits & MBB's for programming		\$ 40.00	40.00		40.00
	Postage - Appointment of Judges & Clerks	7	\$ 0.60	4.20	18	10.80
	Postage - Writ of Election to Judge	1	\$ 0.60	0.60	9	5.40
	Postage - Mail Ballots	100	\$ 0.60	60.00	100	60.00
	Mail Ballot Kits	100	\$ 1.30	130.00	100	130.00
	SUBTOTAL EXPENSES - Cost of the Election		\$ 5,597.05			8,115.95
10	Election Service Contract Fee (10% of Cost)		\$ 573.71			811.60
	Administrative Fee		\$ 50.00			50.00
11	TOTAL COST OF ELECTION		\$ 6,220.76			8,977.55
	Balance due 30 days after Final Cost Report					
	* The following items may be divided with the different entity having a election					
3	Publication - Newspaper					
4	Internet Charge					
5	Lease - Election Machines					
6	Early Ballot Board Clerks & Tabulation Supervisor & Personnel					

Cost Election	\$5,597.05
Less Mail Kits	\$ (130.00)
Less Mail Postage	\$ (60.00)
Cost Election	\$5,407.05
10%	\$ 540.71
Admin	\$ 50.00
Cost Election	\$5,997.76

County charge for contract for election services per Election 31.100
 **Commissioners Court approved an Administrative fee

Agenda Item:

- 5I. Deliberation regarding an evaluation or dismissal of Robert Miller, member of the economic improvement corporation; and/or to hear a complaint or charge against this officer.

Agenda Item: **(Staff)**

6A. Library renovation project update.

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

SUBJECT: Update on Library renovation project.

FOR AGENDA OF: August 24, 2010

DATE SUBMITTED: August 12, 2010

SUBMITTED BY: Antonio Martinez
Library Director

CLEARANCES: Kimberly Meisner
Director of General Operations

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Jeana Lehman Krause, Executive Director of the Mary Elizabeth Holdsworth Library Foundation is unable to attend this Council meeting. She has submitted the following updates:

- The "Mad Hatter Tea Party" on July 29th was a success, with approximately 50 attendees.
- An informational handout regarding the Foundation's activities has been developed. Copies will be provided to Council.
- The Foundation's Board will meet on August 18th. Kim Meisner will provide an update on the recruiting of the new Library Director and Antonio Martinez will provide an update on the FY11 Library Budget.

RECOMMENDED ACTION

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

Agenda Item:

(Staff)

6B. Kerrville budget/economic update.

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: August 24, 2010 **DATE SUBMITTED:** August 13, 2010

SUBMITTED BY: Mike Erwin 
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Economic Update
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF 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 AUGUST 4, 2010

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	9.50%	9.50%	9.40%	↔	July
Consumer Confidence	50.4	52.9	46.6	↓	July
1 year T-Bills	0.24%	0.26%	0.40%	↓	8/18/10

State					
Monthly Unemployment	8.50%	8.00%	8.30%	↑	June
Monthly Sales Tax	\$1,686.5m	\$1,607.0m	\$1,651.0m	↑	July

Local					
Monthly Unemployment (Kerr Co.)	6.30%	6.00%	6.20%	↑	June
Median Listing Price	\$189,000	\$195,000	\$200,000	↓	8/18/10
Monthly Sales Tax	\$443,423	\$359,244	\$438,636	↑	August
Monthly EIC Tax	\$221,711	\$179,622	\$219,318	↑	August
Monthly HOT	\$83,600	\$107,995	\$109,433	↔	Part August

	FY10 Budget	FY10 YTD - July	FY10 % Received	FY09 YTD - July	FY09 % Received
General Fund					
Tax Revenue	\$15,055,218	\$13,024,101	86.51%	\$13,572,605	86.49%
Property Tax	\$8,468,618	\$8,115,527	95.83%	\$7,980,161	96.83%
Sales Tax	\$4,624,000	\$3,672,254	79.42%	\$4,200,541	81.98%
Permits & Fees	\$370,750	\$256,296	69.13%	\$364,207	84.05%
Intergovernmental	\$695,156	\$574,228	82.60%	\$735,816	88.18%
Service Revenues	\$3,311,183	\$2,453,392	74.09%	\$2,853,859	87.00%
Grant Revenue	\$10,000	\$10,525	105.25%	\$39,657	129.73%
Fines & Forfeitures	\$504,510	\$422,881	83.82%	\$424,388	98.89%
Interest & Misc.	\$460,211	\$459,688	99.89%	\$310,929	65.38%
Transfers In	\$1,260,825	\$969,918	76.93%	\$700,628	79.03%
Total General Fund	\$21,667,853	\$18,171,028	83.86%	\$19,002,089	86.13%

Water/Sewer Fund					
Water Sales	\$5,060,000	\$3,390,830	67.01%	\$3,990,816	87.44%
Sewer Sales	\$3,900,000	\$3,059,631	78.45%	\$2,846,196	80.27%
Other Revenue	\$669,500	\$704,974	105.30%	\$677,733	94.07%
Total Water & Sewer Fund	\$9,629,500	\$7,155,436	74.31%	\$7,514,745	85.10%

Agenda Item: **(Staff)**

7A. Appointments to the golf course advisory board.

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

SUBJECT: Appointment to the Golf Course Advisory Board

FOR AGENDA OF: August 24, 2010

DATE SUBMITTED: August 18, 2010

SUBMITTED BY: Brenda Craig *BC*
City Secretary

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TP*

SUMMARY STATEMENT

Consider appointments to the following board:

Golf Course Advisory Board:

- Three terms expired July 1, 2010: Steve Hamilton, Ben Low, and Karen Smith.
- One term due to expire on July 1, 2011 due to the resignation of Matthew Walden.

RECOMMENDED ACTION

Consider appointments.

GOLF COURSE ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
HAMILTON, STEVE 942 Pecan St. Chair	895-1754 (H) 792-4844 (O)	11-09-04	06-26-07	07-01-10
ANGELL, PAT 2329 Rock Creek Vice-Chair	896-0347 (H)	04-08-08		07-01-11
CODY, B. K. 1602 Quinlan Creek	896-4472 (H)	06-24-08		07-01-11
LOW, BEN 243 Fairview Drive	257-6882 (H)	09-26-06	06-26-07	07-01-10
SMITH, KAREN 420 East Lane	792-4444 (O) 792-4442 (F)	04-10-07		07-01-10
THOMAS, BILL 435 Coronado Drive	895-2323 (O) 895-3695 (H)	07-28-09		07-01-11
WALDEN, MATTHEW 717 Hill Country Dr.	257-2212 377-2446	04-13-10		07-01-11
COUNCIL LIAISON:				
Bruce Motheral 812A Sidney Baker	257-6360 (O) 257-2087 (H)			
CITY STAFF:				
Kristine Ondrias Assistant City Manager	792-8384 (O)			
Scott McDonough General Manager of Golf & Tennis	257-4982 (O)			

Qualifications: All must be residents of the city.

Purpose and Duties: The purpose of the Board is to advise the City Council and city staff on matters relating to the operation of the Scott Schreiner Municipal Golf Course.

Term of Office: Two Years. No member shall serve more than two consecutive full terms without having at least one full year off of the Board between terms.

Vacancies: Upon the vacancy, removal, or expiration of the term of office of any member, the city council shall appoint a successor who shall hold that position for the unexpired term or for the period of two years when the appointment is made as the result of the expiration of a board member's term.

Quorum: Four members of the board, excluding liaison members.

Number of Members: Seven

Meeting Time & Place: Fourth Monday at 4:30 p.m.; City Council Chambers

Absences: The name of any member having three consecutive absences from regularly called meetings of the board, or who in any consecutive twelve-month period is absent from more than 25 percent of the regularly called meetings, shall be forwarded to the city council for consideration for removal and replacement on

the board.

Established by:

Resolution No. 037-2009, which repealed Resolution Nos. 99-230, 99-307, 080-2000, and 136-2004

Revised:

May 28, 2010

Agenda Item:
(Staff)


7B. Appointment to the planning and zoning commission.

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

SUBJECT: Appointment to the Planning and Zoning Commission

FOR AGENDA OF: August 24, 2010

DATE SUBMITTED: August 19, 2010

SUBMITTED BY: Brenda G. Craig
City Secretary 

CLEARANCES:

EXHIBITS: P&Z Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

SUMMARY STATEMENT

Consider appointment to the following board:

Planning and Zoning Commission: One alternate term to expire on January 1, 2012 due to the resignation of Gene Allen.

RECOMMENDED ACTION

Consider appointment.

PLANNING AND ZONING COMMISSION

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
PHILLIPS, ANDY Chairperson P.O. Box 291697	257-8989 (O) 895-2314 (H)	01-24-06	12-09-08	01-01-11
KESSLER, JAMES Vice-Chairperson 131 Homestead	895-7831 (H)	04-12-05	01-08-08	01-01-11
BUELL, HAROLD 1214 Jack Dr.	896-0114 (O) 895-2444 (H)	01-09-07	01-12-10	01-01-12
MACDONALD, JUSTIN 2951 Fall Creek Road	257-5323 (O) 896-4821 (H)	06-24-08	12-09-08	01-01-11
WATTERSON, DAVID 177 Phoenix Dr.	895-4048 (O) 377-6400 (H)	01-12-10		01-01-12

ALTERNATES:

SIGERMAN, MICHAEL 154 Wharton Rd.	305-634-3469(O) 895-7765 (H)	01-12-10		01-01-11
ALLEN, ELWYNN GENE 2106 Vista Ridge Dr.	895-5111 (O) 792-4651 (H)	10-14-08		01-01-12

COUNCIL LIAISON:
Bruce Motheral
812A Sidney Baker
257-6360 (O)

CITY STAFF:
Gordon Browning
Senior Planner
792-8350 (O)

Qualifications: At least four of the regular members shall be residents and eligible voters of the city; one regular member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County. At least one alternate member shall be a resident and eligible voter of the city; one alternate member may reside in the city's extraterritorial jurisdiction (ETJ) and must be an eligible voter of Kerr County.

Powers and Duties:

1. Shall formulate and recommend to the city council for adoption a Comprehensive Plan for the orderly growth and development of the city and its environs. On a yearly basis the commission shall review and if necessary recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety and general welfare of the citizens of the city.
2. Shall formulate a zoning plan (ordinance) as may be deemed best to carry out the goals of the Comprehensive Plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in state law.
3. Shall exercise all powers of a commission as to approval or disapproval of plans, plats, or replats as set out by state law and the city's subdivision regulations.

4. Shall initiate for consideration at public hearings, proposals for the original zoning of annexed areas or for the change of zoning district boundaries on an area wide basis.
5. Shall consider and take appropriate action, upon written request, variances as prescribed to the city's subdivision and sign regulations.
6. Shall from time to time recommend such changes to the subdivision regulations, sign regulations, and any other ordinance the city council assigns to their review that will facilitate the general health, safety and welfare of the citizens of the city.

Term of Office: Two years. No regular member shall serve more than three consecutive full terms on the Commission without having at least one full year off the Commission between terms.

Quorum: Three (may include an alternate member but only where substitution for and acting as a regular member)

Number of Members: Five regular members and two alternates.

Meeting Time & Place: First and third Thursdays, 4:30 p.m., City Hall

Absences: Any member who is absent from twenty-five percent (25%) of the board's regular meetings during any twelve (12) month period, or who is absent from any three (3) consecutive regular meetings, shall be considered for removal by the city council. The staff member has the responsibility of reporting a member's non-attendance to the city council in writing, and the city secretary shall notify the board member in writing that their non-attendance has been reported to the city council. However, a member whose absences are directly related to a medical or family emergency may seek consideration from the board upon which they serve to qualify such absences as excused.

Established by: Minutes of 12-18-44 Council meeting; amended by Ordinance Nos. 1979-37, 1987-24, and 2008-24 (which deleted from Code of Ordinances book Chapter 82 – Article II – Sections 82-31 through 82-36 and rolled into Zoning Code which is not codified)

Revised: June 9, 2009