

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, APRIL 25, 2017, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, APRIL 25, 2017, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION OFFERED BY MAYOR BONNIE WHITE

PLEDGE OF ALLEGIANCE TO THE FLAG

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

2. CONSENT AGENDA:

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

2A. Minutes of the regular meeting of March 14, 2017, and the special meeting of March 22, 2017.

2B. Contract to Freese and Nichols, Inc. for engineering services for the construction of Legion lift station and force main, in the amount of \$734,000.00. (staff)

2C. Contract to Freese and Nichols, Inc. for engineering services for the City of Kerrville's water treatment plant trihalomethane reduction project, in the amount of \$287,000.00. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: April 21, 2017 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

2D. Purchase of one 2018 Freightliner dump truck through BuyBoard Purchasing Cooperative in the amount of \$85,792.00. (staff)

END OF CONSENT AGENDA

3. ORDINANCES, SECOND AND FINAL READING:

3A. Ordinance No. 2017-09, amending Chapter 26 "Buildings and Building Regulations", Article VIII "Building Board of Adjustment and Appeals" of the Code of Ordinances of the City of Kerrville, Texas, by amending the membership qualifications for said board and ending the term limits; containing a cumulative clause; containing a savings and severability clause; establishing an effective date; and providing other matters related to the subject. (staff)

3B. Ordinance No. 2017-10, amending Chapter 66 "Library," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Library Advisory Board" to remove the requirement of ex officio members and to require quarterly meetings; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject. (staff)

3C. Ordinance No. 2017-11, amending the budget for Fiscal Year 2017 to authorize the transfer of a portion of the unassigned fund balance within the general fund to the general asset replacement fund. (staff)

4. ORDINANCE, FIRST READING

4A. Ordinance No. 2017-12 amending Chapter 74 "Parks and Recreation," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Parks and Recreation Advisory Board" to increase the number of members from eight to nine and to clarify the responsibilities and expectations of the board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject. (staff)

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Application to City of Kerrville, Texas Economic Improvement Corporation for funding to renovate the Doyle Community Center. (Jack Pratt)

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: April 21, 2017 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

5B. Resolution No. 10-2017 amending the Ethics Polity for Elected and Appointed Officials – City of Kerrville, Texas as previously adopted by Resolution No. 40-2013; said amendments concerning the meeting preparation, communications, and the confidentiality of specific information. (staff)

6. INFORMATION AND DISCUSSION:

6A. Budget and economic update. (staff)

7. VISITORS/CITIZENS FORUM:

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

8. ITEMS FOR FUTURE AGENDAS

9. EXECUTIVE SESSION:

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

9A. Sections 551.071 and 551.072:

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

- 800 Junction Highway, former city hall.

10. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION, IF ANY

11. ADJOURNMENT.

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: April 21, 2017 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Minutes of the regular meeting of March 14, 2017, and the special meeting of March 22, 2017. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
MARCH 14, 2017

On March 14, 2017, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor White in the city hall council chambers at 701 Main Street. The invocation was offered by Councilmember Place Two Glenn Andrew, followed by the Pledge of Allegiance led by Dannie Smith.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Glenn Andrew	Councilmember
Mary Ellen Summerlin	Councilmember
C. Warren Ferguson	Councilmember

COUNCILMEMBER ABSENT: None.

CITY CORE STAFF PRESENT:

Don Davis	Interim City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Sandra Yarbrough	Director of Finance
Kim Meismer	Director of General Operations
David Knight	Police Chief
Dannie Smith	Fire Chief
Kaitlin Berry	Special Projects Manager
Stuart Barron	Public Works Director
David Barrera	Assistant Public Works Director
Danny Batts	Director of Development Services

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

1. RECOGNITIONS:

- 1A. Resolution of Commendation presented to William Morgan for serving on the Planning and Zoning Commission.
- 1B. Certificate of Recognition to Granger MacDonald for being elected the 2017 Chairman of the National Association of Home Builders.
- 1C. Proclamation proclaiming April 6, 2017, as Our Lady of the Hills State Champion Boys Basketball Team Day for winning the state championship; this was the first team championship in the City of Kerrville since 1970.

Mr. Andrew motioned to move Item 8 to the first of the meeting. Ms. Summerlin seconded the motion and the motion passed 5-0:

8. ANNOUNCEMENTS OF COMMUNITY INTEREST: were given.

2. CONSENT AGENDA:

Mr. Fine moved to approve consent agenda items 2A through 2E; Mr. Ferguson seconded the motion, and the motion passed 5-0:

- 2A. Accept minutes of regular council meeting held January 24, 2017.
- 2B. Resolution No. 06-2017, repealing Resolution No. 40-2012 which established the City of Kerrville Beautification Advisory Committee.
- 2C. Resolution No. 07-2017, repealing Resolution Nos. 99-230, 37-2009, and 30-2012 which created, reconstituted, and then amended the City of Kerrville Golf Course (Maintenance) Advisory Board.
- 2D. Resolution No. 08-2017, repealing Resolution No. 002-2005 which created the semi-annual conference for the review of the City of Kerrville Municipal Court.
- 2E. Renewal of Product Schedule contract with Ricoh USA, Inc., copy machine equipment lease in an amount not to exceed \$20,000 per year for five years.

END OF CONSENT AGENDA

3. ORDINANCE, SECOND AND FINAL READING:

- 3A. Ordinance No. 2017-08, amending the budget for Fiscal Year 2017 to account for various changes to the City's operational budget to account for the transfer of funds for the landfill expansion project and to accept and allocate revenue from a grant awarded to the city relating to the EMS Trauma Care System. Mayor White read the ordinance by title only.

Mayor White noted no changes since first reading.

Ms. Summerlin moved for approval of Ordinance No. 2017-08; Mr. Fine seconded the motion and it passed 5-0.

4. ORDINANCE, FIRST READING:

- 4A. Ordinance No. 2017-07, amending Chapter 86 "Solid Waste" of the Code of Ordinances of the City of Kerrville, Texas, concerning the provision of solid waste services, including recycling; regulations applicable to collection and disposal of solid waste; the licensing of solid waste haulers; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to this subject. Mayor White read the ordinance by title only.

Mr. Barrera reviewed amendments made to the Republic Services contract in 2015 and recommended revisions to the solid waste ordinance to be consistent with the contract and to enable code compliance to enforce violations:

- Carts: how carts should be placed for collection; proper usage, i.e. recyclable cart only used for recyclable materials; carts be removed from the curb on non-collection days; interruption in service, i.e. vehicle blocking cart.
- Bulky/Yard Waste: placement of items no more than 10 days prior to collection; restrictions listed; littering prohibited in streets and drainage areas such as placing yard waste on city streets, sidewalks, and drainage areas.
- Commercial Solid Waste Haulers: required to have a permit to transport waste in city limits. The permit will require commercial haulers to have insurance,

which was a state requirement. The public must have their items secured as required in state law, but they will not need a city license.

Mr. Barrera noted that the changes to the ordinance would not affect rates, operations, or the current contract with Republic Services. Since the city implemented the cart system in 2015, the diversion rate increased from 16% to 26-27%. He reviewed the bulky waste pickup twice a year and the voucher system whereby persons can take items to the landfill without change.

The following person spoke:

1. George Baroody asked if people hauling trash for a neighbor would have to have a license. People in code enforcement get scapegoated a lot, and council could help by adopting unambiguous enforceable codes.

Mr. Fine moved for approval of Ordinance No. 2017-07; Mr. Andrew seconded the motion and it passed 5-0.

Council requested staff publicize the benefits of the service provided by Republic Services and the changes that are proposed in this ordinance.

5. PUBLIC HEARING:

- 5A. Application for variance from distance requirement for a boarding home facility proposed to be located at 316 Jefferson Street.

Mr. Batts noted the property was located in a commercial district and adequate parking was available. The facility would accommodate the number of people requested; however it did not meet the distance requirement for separation as it was within ½ mile of four group homes. According to the ordinance any request for a variance of the distance requirement must be reviewed by city council. Staff notified property owners within 200 ft. and one letter was received in opposition to the variance.

Mayor White opened the public hearing at 6:35 p.m. and the following persons spoke:

1. Brittany Andry, applicant, noted the home was centrally located and residents could walk to work, shop, etc. The property was in a commercial zone and was approved for reasonable accommodations for 15 women; the only unresolved issue was the distance requirement.
2. George Broody noted the ordinance was currently under review by the Recovery Community Coalition (RCC) and opined the item should be deferred until the review was completed. A variance might not be necessary if the ordinance changed. If the appeal is denied, the applicant cannot reapply for 12 months. The fee paid should be returned to the applicant. If the variance is approved, then it would apply to everyone, thus that part of the ordinance would essentially be wiped out. He stated that code enforcement was not easy because of ambiguous ordinances that were in place.

3. Larry Howard noted the variance process for distance was allowed in the ordinance; he requested council grant the variance and not defer it. Of the four homes considered to be within $\frac{1}{2}$ mile, two of the properties were within the $\frac{1}{2}$ mile but the actual structures were outside the $\frac{1}{2}$ mile. He opined that maintaining the $\frac{1}{2}$ mile distance requirement was very restrictive and that no additional homes could be allowed in the city without a variance. The Americans with Disabilities Act stated alcoholism and drug addiction as disabilities and he questioned if the ordinance would stand up.

4. Bruce Stracke noted Ms. Andry asked his company to find a property that would meet certain parameters, i.e. within walking distance of shops, education facilities, and employment. He looked extensively, but currently there were no such properties available.

No one else spoke and Mayor White closed the public hearing at 6:43 p.m.

Council also discussed the following:

- One of the items being discussed by the RCC was the $\frac{1}{2}$ mile distance requirement; even a $\frac{1}{4}$ mile distance requirement would eliminate a lot of sites.
- The RCC may recommend removing the distance requirement in commercial districts. The majority of existing boarding homes were not in a commercial area, and that was the reason for the variance process in the ordinance.
- The RCC's review of the ordinance may not be completed for several months.

Mr. Batts noted if granted, the distance variance would stay with the property as long as the use remained the same. Mr. Hayes noted if the boarding home ceased operation for 180 days, the variance was void.

Mr. Andrew moved to allow the variance request; the motion was seconded by Mr. Fine and passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Professional services Agreement with LNV, Inc. to complete Phase III of the landfill expansion permit in an amount not to exceed \$500,000.00.

Mr. Hoppe noted the contract would complete the permit for the expansion project; it was not for the landfill expansion project itself.

Mr. Barrera noted that Phase III of the project was to expand the footprint of the landfill. When the project began, the city anticipated expanding only one area, at an estimated cost of \$500,000; however, the city added more area to the project, requiring additional \$257,000. Mr. Davis noted the original plan did not include the Western Expansion area. A recent study gave several options, and the city chose the Big Hill area and later included the western expansion area, which included the soccer field and radio flying club. Mr. Barrera noted the site development would have a plan for the construction of every cell individually; at this time, staff was only requesting to submit the permit application.

Mayor White noted the project cost increased \$257,000, and Freese and Nichols (FN) was to work with LNV Engineering to reduce cost because some studies overlapped. She noted the Republic Services contract went through 2030 with a 5 year extension, and the only reason for termination was if Republic defaulted. She asked if the city did the studies and received the permit now, would the studies expire, and might there be rule changes at TCEQ. Mayor White opined it would be wise to wait before beginning the design until the city received a response from FEMA on the CLOMR already submitted by FN for the pond.

Ms. Hesselting, LNV Engineering, noted some of the studies, such as wetlands and endangered species might have to be renewed out in the future; however, the archeological study would not have to be renewed because it would not change.

Council also discussed the following:

- The project expansion would increase the life of the city's landfill potentially 100 years; this was a very reasonable cost for the city's future.
- It would be much more costly to permit a new location for a landfill.
- As Kerrville continued to grow, there would be more opposition to a landfill and it would be more difficult to get a permit in the future.
- The contract stated, work to include coordinate the meetings between the city and consulting engineers to discuss the two FEMA CLOMR submittals. The entire CLOMR submitted by LNV totaled only \$6,000.

Mr. Fine moved to give the city manager authority to negotiate the contract with LNV, Inc.; Mr. Andrew seconded the motion.

The following persons spoke:

1. Jerry Wolff stated the expansion of the landfill was very much needed. He was concerned about coordination between FN and LNV. He opined that LNV filed the wrong document and the CLOMR was declined by FEMA in 2015. LNV and FN used two different data bases for floodplain elevations; both entities claimed they cooperated, but there was discrepancy. FN used 2003 data. The city was now evaluating digging up the east side of the flying field to include the western landfill expansion, a complex topology and hydrology area. He asked how this would factor into the CLOMR already filed by FN, and how LNV could do their study and models for the floodplain analysis. He suggested council wait and submit one CLOMR for entire project area.
2. Carolyn Lipscomb noted at previous council meetings it was stated that the cost to close the landfill was \$12 million. Now it is stated that to expand the landfill for over 100 years would cost \$750,000 for studies and design; she asked what the estimated construction cost of the landfill expansion would be.

Mr. Barron noted the original cost estimate included only one side of the hill. The plan now was to permit both landfill expansions. As far as cost projections, it would be too difficult to estimate costs over the next 100 years.

Council noted that closing the landfill would cost \$12 million; after that, the city would have no alternative for a landfill. The city needed to secure the landfill for the city's future.

As far as phases for construction, Ms. Hesseltine recommended starting with the western expansion first. She noted there were other tasks that LNV could proceed with until the city received a response from FEMA.

Mayor White noted the city was not beginning construction immediately and design would not begin until the city heard from FEMA on the pond CLOMR.

The motion passed 5-0.

6B. Appeal of a request for a reasonable accommodation from a boarding home facility located at 829 Earl Garrett.

Mr. Batts noted the property was located in a Residential Transition (RT) zone, which allowed a maximum of 10 residents. Based on 3600 sq. ft., the facility could accommodate 12 residents if the facility was in a commercial district. The Earl Garrett area had a mix of uses, residential directly adjacent to the subject property and commercial uses closer to downtown. In 2013 the previous owner requested reasonable accommodation for 12 persons, and staff granted 11. The square footage and configuration of the facility would allow up to 14 residents if the home was located in a commercial zoning district, but not in an RT zone.

Mr. Batts noted a complaint was made that there were more beds than allowed (10). After investigation, the current property owner was asked to come into compliance. The owner removed the additional beds and filed an application for reasonable accommodation to allow 15 residents. That request was denied by staff, and the applicant requested to appeal that decision to the city council. In summary, the previous owner requested 12 in 2013 and staff granted 11; the current applicant requested 15; the RT zone maximum was 10 residents.

Council also discussed the following:

- The request was a 50% increase in reasonable accommodation.
- The applicant should have known how many beds were allowed before she purchased the facility.
- The conflict was with zoning not with the ordinance.
- The Earl Garret area will develop more toward commercial and not residential.

Mr. Ferguson moved to approve reasonable accommodation for 14 residents. Mr. Fine seconded the motion.

The following persons spoke:

1. Whitney Welch, owner/applicant, noted that boarding home facilities needed to be centrally located so residents can walk to businesses. The facility is in an RT zone but she opined that the area would develop more toward commercial. If the property were in a commercial zone, more beds would be allowed; fewer

people were approved for this facility because of the property's zoning. When she purchased the facility in 2015 there were more than 11 living in the home. This home had not been a single family residence for many years. She charged residents \$550 per month and it was hard to break even with only 11 residents. Boarding homes were not a profit making business and insurance was high.

2. Bruce Stracke noted his firm was involved in the property transaction, and at the time of purchase there were 12 occupants.

Council noted the ordinance was established to balance the needs of the neighborhood with the needs of the recovery community, and approval of this request could set precedence.

Mr. Ferguson withdrew his motion; Mr. Fine withdrew his second.

Council noted if the request was denied, under council meeting procedural rules, the item could not be brought back to council by the applicant for one year.

Mr. Fine moved to defer the request; Ms. White seconded the motion.

Mr. Hayes noted there was no need to defer the matter as the ordinance would overrule the meeting procedures.

Mr. Fine rescinded his motion and Ms. White rescinded her second.

Mr. Ferguson moved to approve the request for 14 residents; Mr. Fine seconded the motion. The motion passed 4 to 1 with Councilmembers Ferguson, Fine, Andrew, and White voting in favor of the motion; and Councilmember Summerlin voting against the motion.

6C. Amendments to the Procedural Rules for Meetings Kerrville City Council.

Mr. Davis noted the changes had been made to the procedural rules for meetings, as instructed by council at the February 21 workshop.

Council noted that Rules 4.5 and 6.2 were in conflict.

Mr. Andrew moved to adopt the changes as drafted and to instruct Mr. Hayes to bring back changes to clarify Rules 4.5 and 6.2. Ms. Summerlin seconded the motion and it passed 5-0.

6D. Change the order of the agenda to move the "Announcements of Community Interest" section to be before the "Consent Agenda" section.

Mr. Davis noted at the previous meeting council discussed moving the announcements section to the front of the agenda and the visitors section to the end; however, the actual motion just stated to move the visitors forum and did not address announcements.

Mr. Andrew moved to move announcements to be before the consent agenda; Ms. Summerlin seconded the motion and it passed 5-0.

6E. Develop an ordinance regulating the use of portable electronic devices while driving.

Councilmember Fine noted the state legislature discussed prohibiting the use of portable devices while driving in the past but no legislation had passed and many cities were adopting their own ordinances.

Chief Knight noted that Texas was 1 of only 4 states in the US that did not have a state-wide ban on texting while driving. Out of 1200 municipalities in Texas 120 had some type of municipal ordinance prohibiting the use of electronic communication devices or texting while driving. Not having a consistent state-wide law created a patchwork of different ordinances throughout the state and drivers did not know what was in effect in each municipality. Distracted drivers posed a significant risk to the public.

Mr. Hayes noted if the city passed an ordinance it would make distracted driving a criminal offense.

The consensus of council was to direct staff to prepare an ordinance prohibiting the use of handheld devices while driving; hands free devices would be allowed.

6F. Amendment to the smoking ordinance to include E-cigarettes and vaping devices.

Chief Knight noted two concerns regarding electronic vaping devices:

1. Used to ingest illegal narcotics or some other type of material. Law enforcement had the ability to file charges for possession of drug paraphernalia.
2. Health and sanitation issues. The city could include the use of electronic vaping devices in the city's smoking ordinance; enforcement of the smoking ordinance was through code compliance, not law enforcement.

The following person smoke:

1. Bill Morgan noted the health risks of electronic vaping devices, stating the solvent used had 20% times more carcinogens than cigarettes. The FDA had no controls as to what was in the solvent used. He recommended that the same rules in the smoking ordinance be applied to vaping devices.

The consensus of the council was to amend the smoking ordinance to include vaping devices in public places.

7. APPOINTMENTS TO BOARDS AND COMMISSIONS:

7A. Appointment to the Library Advisory Board.

Ms. Summerlin moved to appoint Stephen Burch to the library advisory board with term to expire November 22, 2018. Mr. Ferguson seconded the motion and it passed 5-0.

8. **ANNOUNCEMENTS OF COMMUNITY INTEREST**: were given after 1C.
9. **VISITORS/CITIZENS FORUM**: None
10. **ITEMS FOR FUTURE AGENDAS**
-Add "sunset rule" to board and commission rules whereby non-required committees are reviewed annually for repeal.
-Opposition to transporting high levels of radioactive wastes from the East Coast through Kerrville to a proposed waste site in Andrew County in west Texas.
11. **EXECUTIVE SESSION**: None.
12. **ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION, IF ANY**: None.

ADJOURNMENT. The meeting adjourned at 8:16 p.m.

APPROVED: _____

ATTEST: _____

Bonnie White, Mayor

Brenda Craig City Secretary

CITY COUNCIL MINUTES
SPECIAL MEETING

KERRVILLE, TEXAS
MARCH 22, 2017

On March 22, 2017, the Kerrville City Council special meeting was called to order at 9:30 a.m. by Mayor White in the city hall council chambers at 701 Main Street.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Glenn Andrew	Councilmember
Warren Ferguson	Councilmember
Mary Ellen Summerlin	Councilmember

COUNCILMEMBER ABSENT: None

CITY CORE STAFF PRESENT:

Mike Hayes	City Attorney
Brenda Craig	City Secretary
Kim Meismer	Director of General Operations

VISITORS PRESENT: List on file for the required retention period.

INTERVIEW FINALIST(S) FOR THE CITY MANAGER POSITION.

EXECUTIVE SESSION:

Mr. Andrew moved for the city council to go into executive closed session under Section 551.074 of the Texas Government Code; motion was seconded by Mr. Fine and passed 5-0 to discuss the following:

Section 551.074 (personnel/officers):

- Interview finalists for the city manager position.

At 9:31 a.m. the regular meeting recessed. Council went into executive closed session at 9:30 a.m. in the city manager's conference room. At 1:12 a.m. the executive closed session recessed and council returned to open session at 1:13 p.m. No action was taken in executive session.

ACTION, IF ANY, ON ITEM DISCUSSED IN EXECUTIVE SESSION

Ms. Summerlin moved to extend an offer of employment to Mark McDaniel pursuant to the employment agreement to be approved at the city council meeting on March 28. Mr. Andrew seconded the motion and it passed 5-0.

ADJOURNMENT. The meeting adjourned at 1:14 p.m.

APPROVED: _____
ATTEST: _____

Bonnie White, Mayor

Brenda Craig City Secretary

Agenda Item:

2B. Contract to Freese and Nichols, Inc. for engineering services for the construction of Legion lift station and force main, in the amount of \$734,000.00. (staff)

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

SUBJECT: Award Contract to Freese and Nichols, Inc. for Engineering Services for the Construction of Legion Lift Station and Force Main

FOR AGENDA OF: April 25, 2017

DATE SUBMITTED: April 11, 2017

SUBMITTED BY: Stuart Barron,
Director of Public Works

CLEARANCES: E.A. Hoppe,
Deputy City Manager
EAGH

EXHIBITS: Professional Services Agreement between City of Kerrville and Freese and Nichols, Inc.

AGENDA MAILED TO: N/A



APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$ 734,000	\$ 734,000	\$ 734,000	U12

PAYMENT TO BE MADE TO: N/A

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The 2008 Water & Wastewater Master Plan identified the replacement of Legion lift station as priority project number 14. In April 2009, the City purchased a parcel of property where the new lift station could be built, located on the opposite side of Loop 534 from the existing station. The site is still owned by the City and is available for the construction of a new lift station to replace the old Legion lift station.

In 2012, the Wastewater Master Plan was updated and Legion lift station was advanced to priority project number 7. Although projects three, five and six of the 2012 Wastewater Master Plan have not yet been completed, the replacement of Legion lift station has been elevated to the most critical project within the wastewater collection system for 2017.

The Legion lift station has been the “work horse” of the City of Kerrville’s wastewater collection system for 67 years. Before the Birkdale lift station was built, Legion delivered approximately 58 percent of the community’s wastewater to the Water Reclamation Plant. It was originally built in 1950 and is now approaching the end of its operational life. Many years of service, and the corrosive environment in which the lift station works, has left many of the lift station valves very difficult to operate, if operable at all. Pumps, motors, and electrical equipment are requiring substantial maintenance on a regular basis. The structure itself is also showing signs of fatigue.

Numerous pump replacements and remodels have left the building riddled with holes.

Earlier this year, Legion lift station got one step closer to reaching its maximum design capacity. When the Sendero Ridge Subdivision completed their platting process, they “consumed” the majority of the remaining capacity of the Legion lift station. With the exception of a few homes, Legion lift station’s total capacity is now fully committed to current customers. Currently no additional development should be allowed within the Legion lift station collection basin.

Within the proposed scope of work, Freese and Nichols will design a new subsurface lift station capable of handling 5,900 GPM. It will replace the old Legion lift station, which can pump 4,100 GPM, giving the City an additional 1,800 GPM capacity for future development. The extra capacity will allow approximately 2,500 new Living Unit Equivalents (LUEs) to be added within the Legion Basin. An LUE is considered to be the average wastewater load one typical single family living unit produces, and is a standard measure within the wastewater industry. However, this additional capacity could also be used by new commercial developments or multifamily dwellings units, which are both likely within this basin.

Freese and Nichols design/engineering work will include new gravity sewer lines, electrical service & hardware, new pumps, new motors, and a new force main to connect to the Water Reclamation Facility. Freese and Nichol’s scope of services will also include surveying, bid phase services, and construction phase services.

RECOMMENDED ACTION

Authorize the City Manager to execute a Professional Services Agreement with Freese and Nichols, Inc. to design a new Legion Lift Station and Force Main.

PROFESSIONAL SERVICES AGREEMENT

[FIRM: Freese and Nichols | PROJECT-SERVICES: Engineering Services for the Construction of Legion Lift Station]

THIS AGREEMENT is entered into the _____ day of _____, 2017 ("Effective Date"), by and between the **CITY OF KERRVILLE, TEXAS** ("CITY") and **FREESE AND NICHOLS**, ("CONSULTANT"), and at times, collectively referred to herein as "parties".

WHEREAS, CITY hires CONSULTANT to perform certain work and services set forth in Scope of Services, marked **Attachment A**, and attached hereto and incorporated herein, toward completion of the Project; and

WHEREAS, CONSULTANT agrees to perform said work and services as specified under Article I of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT'S SERVICES

CONSULTANT shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in **Attachment A** and all other professional services reasonably inferable from **Attachment A** and necessary for complete performance of CONSULTANT's obligations under this Agreement, collectively referred to herein as "Services". CITY may, at any time, stop CONSULTANT from performing the Services upon giving CONSULTANT written notice. To the extent of any conflict between the terms of this Agreement and **Attachment A**, the terms of this Agreement will prevail.

II. CONSULTANT'S RESPONSIBILITIES

A. CONSULTANT, upon its review of a general description of the Project provided by CITY, has prepared and provided to CITY the specific Services required to complete the Project, which is attached as **Attachment A**.

B. CONSULTANT shall use its best efforts, skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care and the orderly progress of the Project. CONSULTANT shall at all times provide sufficient personnel to accomplish the Services in a timely manner. CONSULTANT shall manage the Services, administer the Project, and coordinate other professional services as necessary for the complete performance of CONSULTANT's obligations under this Agreement. CONSULTANT shall periodically report the status of the Services to CITY as is appropriate to keep CITY informed as to the status of the work.

C. CONSULTANT shall perform the Services in compliance with all applicable federal, state, and municipal laws, to include building codes and accessibility standards (e.g., Americans with Disabilities Act) and with those of any other entity having jurisdiction over the Project. In

addition, CONSULTANT shall perform the Services in a manner consistent with generally accepted standards for its profession.

D. Plans, drawings, specifications, and/or other reports produced by CONSULTANT (collectively referred to herein as "Design Documents") pursuant to the Services must be reasonably accurate and free from material errors or omissions. CONSULTANT shall promptly correct any known or discovered error, omission, or other defect in the Design Documents without any additional cost or expense to CITY and notify of CITY of same.

E. CONSULTANT shall designate a representative primarily responsible for its performance of the Services. The designated representative shall act on behalf of CONSULTANT with respect to all phases of the Services and shall be available as required for the benefit of the Project and CITY. CONSULTANT shall not change the designated representative without prior written approval of CITY, which approval may not be unreasonably withheld.

III. CITY'S RESPONSIBILITIES

A. CITY has provided CONSULTANT with a general description of the Project.

B. CITY shall furnish surveys, geotechnical reports, or other special investigations or tests, including structural, mechanical, and chemical, for the Project site as requested by the CONSULTANT and as reasonably necessary for the completion of the Services. The parties will agree to this work prior to entering into this Agreement and such work will not be included as part of the Services specified in **Attachment A**.

C. CITY shall review the Design Documents and shall notify CONSULTANT of any design fault or defect in the Services or Design Documents of which CITY becomes aware.

D. CITY shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

E. CITY designates **KYLE BUROW, DIRECTOR OF ENGINEERING, (830) 258-1410** as its representative authorized to act on its behalf with respect to the Project.

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Payment Schedule, attached hereto and incorporated herein as **Attachment A**. The amount will not exceed \$734,000.00.

V. TIME FOR PERFORMANCE

A. CONSULTANT shall commence its work immediately upon the parties' execution of this Agreement and proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT.

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

C. CITY is not obligated to approve and may not approve any allowance of an extension of time for any cause whatever claimed or made by CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

VI. DOCUMENTS

A. CONSULTANT shall submit all Design Documents to CITY for approval. All Design Documents must be professionally sealed as required by law or by CITY.

B. CONSULTANT shall deliver the Design Documents, together with any necessary supporting documents, to CITY and CITY has unlimited rights, for the benefit of CITY, in all Design Documents, including the right to use same on any other work of CITY without additional cost to CITY. If CITY uses the Design Documents on any work of CITY other than that specified in the Services, then under those circumstances and only to the extent allowed by law, CONSULTANT, its officers, agents, servants, and employees will not be liable for damages or claims arising from any inaccuracy or any use of the Design Documents with respect to such other work, and except where CONSULTANT participates in such other work.

C. CONSULTANT grants CITY a royalty-free, perpetual license and right, to survive the termination of this Agreement, to all Design Documents which CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. This license includes CITY's right to use and reproduce these documents as necessary to implement any CITY project which may require the use of these documents. Further, CONSULTANT acknowledges that CITY is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against CITY for providing copies of the Design Documents in compliance with that Act. CONSULTANT, after completion of the Project, shall immediately furnish originals of all Design Documents to CITY.

D. CONSULTANT shall ensure that all text documents supplied to CITY as provided herein are fully compatible with MS Word and that all drawings are fully compatible with Adobe PDF format.

VII. TERMINATION

A. CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this

Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. In addition, CITY's payment is subject to the CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Design Documents, invoices, statements, and accounts.

B. Should CITY require a modification to this Agreement, and in the event CITY and CONSULTANT fail to agree upon such modification, either CITY or CONSULTANT have the option of terminating this Agreement. Thereafter, CITY shall pay CONSULTANT in accordance with this Agreement for the Services mutually agreed upon by CITY and CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

VIII. INSURANCE

CONSULTANT shall provide and maintain in full force and effect during the term of this Agreement the following types of insurance and liability coverage:

- A. Workers Compensation Insurance: in an amount meeting statutory requirements of the State of Texas on all CONSULTANT's employees carrying out the Services.
- B. Automobile Liability Insurance: with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage must include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by CONSULTANT or its employees.
- C. General Liability Insurance: on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage and for Bodily Injury and Property Damage, no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be \$2,000,000. This coverage must protect the public or any person from injury or property damages sustained by reason of CONSULTANT or its employees providing the Services. The general aggregate must be no less than \$2,000,000.
- D. Professional Liability Errors and Omissions Insurance: with limits of liability not less than \$1,000,000 per occurrence covering all work performed by CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage may only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with CONSULTANT continuing to furnish the City certificates of insurance.
- E. Subcontractor: in the case of any work sublet, CONSULTANT shall require subcontractor and independent contractors working under the direction of either CONSULTANT or a subcontractor to carry and maintain the same workers compensation and liability insurance required of CONSULTANT.
- F. Qualifying Insurance: the insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B"

or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

A. CONSULTANT shall protect, indemnify, and hold harmless CITY, its officers, agents, servants, and employees, hereinafter individually and collectively referred to as "Indemnitee(s)", from and against suits, actions, claims, losses, liability, or damage of any character and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages, or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of CONSULTANT, its officers, employees, servants, agents, or subcontractors, or anyone else under CONSULTANT's, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of the Services, or from conditions created by the performance or non-performance of said work. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONSULTANT shall indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

B. CONSULTANT is not responsible for the actions of the CITY's contractor to perform the construction of the improvements covered under this Agreement.

C. Acceptance and approval of any work or final plans by CITY neither constitutes nor may be deemed a release of this responsibility and liability of CONSULTANT, its employees, associates, agents, and consultants for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the Design Documents, or CONSULTANT's employees, contractor, agents, and consultants.

X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

CONSULTANT agrees that it is an independent contractor and not an agent of CITY, and that CONSULTANT is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONSULTANT's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. **CONSULTANT shall indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said statutes in connection with employees of CONSULTANT.**

XI. INDEMNIFICATION FOR PERFORMANCE

CONSULTANT shall defend and indemnify Indemnitees against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to

be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONSULTANT in performing the Services.

XIV. DEFAULT OF CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with this Agreement as to the quality or character of the Services or time of performance, and the failure is not corrected within ten (10) days after written notice from CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

- A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT is liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services and CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.
- B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of CONSULTANT.

XV. MISCELLANEOUS PROVISIONS

- A. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CITY and CONSULTANT and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.
- B. Assignment. This Agreement is a personal service contract for the services of CONSULTANT and CONSULTANT's interest in this Agreement, duties hereunder, and/or fees due may not be assigned or delegated to a third party without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT will be considered an assignment.
- C. Adjustment in Services. CONSULTANT shall not make any claims for extra services, additional services, or changes in the Services without a written agreement with CITY prior to the performance of such services.
- D. Applicable Law. This Agreement must be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law. Venue will occur in Kerr County, Texas.

E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review, approval, or acceptance of, nor payment for any of the Services may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination may not affect any other provision of this Agreement which will be interpreted as if the invalid or unenforceable provision had not been included.

G. Independent Contractor. CONSULTANT agrees that CONSULTANT is engaged as an independent contractor and that City has no responsibility to provide CONSULTANT or its employees with any benefits associated with employee status. CONSULTANT shall neither hold itself out as nor claim to be an officer, partner, employee, or agent of CITY.

H. Attachments. The following Attachment(s) is attached to this Agreement and are included herein for all purposes:

Attachment A Scope of Services

I. Execution Becomes Effective. This Agreement is effective as of the Effective Date.

J. Notices and Authority. CONSULTANT shall send all notices required under this Agreement to the City Manager at City Hall, 701 Main Street, Kerrville, TX 78028. CONSULTANT agrees that only the City Manager, or designee, has the authority to represent CITY or bind CITY under this Agreement. CITY shall send all notices required under this Agreement to the CONSULTANT at:

Freese and Nichols
BY: _____
TITLE: _____
ADDRESS: 4040 Broadway, Suite 600
San Antonio, Texas 78209

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER
THE CITY OF KERRVILLE

CONSULTANT
FREESE AND NICHOLS

BY: _____
NAME: DON DAVIS,
TITLE: INTERIM CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

APPROVED AS TO CONTENT:



Kyle Burow, Director of Engineering

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE
AND FREESE AND NICHOLS, INC.**

ENGINEERING SCOPE OF SERVICES – LEGION LIFT STATION

PROJECT DESCRIPTION: The scope of this project is to prepare a complete set of contract documents including the plans, bid documents, general/supplementary conditions, technical specifications, and other related documents for the construction of the City of Kerrville's Legion Lift Station.

Scope includes design, bid and construction phase services for:

- A. Proposed Legion Lift Station
- B. Demolition of Existing Legion Lift Station
- C. Approximately 4,000 linear feet of 20-inch force main
- D. Approximately 1,000 linear feet of gravity sewer, as required to connect existing lines to the proposed lift station.

SUBCONSULTANTS:

- A. Surveyor – Cuplin & Associates Land Surveyors & Planners, Inc.
- B. Geotechnical Field – Austin Geo-Logic
- C. Geotechnical Lab – TRI/Environmental, Inc.

1.0 PROJECT ASSUMPTIONS:

1. Lift Station Design
 - a. Based on 2012 Wastewater Master Plan
 - b. Proposed lift station will be located at City owned property across Loop 534 from the existing Legion Lift Station.
 - c. Design will include wet well capacity for 8.5 mgd (5,900 gpm).
 - d. Construction phasing of the lift station pumps and force main is not anticipated and is not included.
 - e. New lift station will be designed in a submersible pump configuration, without dry pit or building superstructure.
 - f. Lift station will be designed around a maximum of four (4) pump manufacturers.
 - g. Wet well may be a round or rectangular design as determined during design and approved by the City.
2. Lift Station Site Design
 - a. New lift station will be enclosed with a chain-link fence with 3-strand barbed wire on top per TCEQ requirements.
 - b. Landscaping and/or irrigation system at the lift station site is not anticipated and is not included.
 - c. Odor control facility design or incorporation of future facility into site design is not anticipated and is not included.

3. Lift Station Piping

- a. Gravity sewer lines at the existing lift station will be combined and bored under Loop 534 (TxDOT) to the proposed lift station. Additional gravity sewer line(s) located near the lift station site will be routed to the proposed lift station, as required.
- b. Project will include the construction of one force main from the proposed lift station to the City's water reclamation plant located on Loop 534. It is assumed that the proposed force main can be installed within the City's existing force main easement.
- c. AWWA C-900/C-905 PVC will be used for force main. The force main will be bored at TxDOT crossings. The proposed force main will be designed around only one pipe material. Providing an alternate bid for an HDPE force main is not included.

4. Lift Station Electrical and Controls

- a. The electrical design will include automatic transfer switches (for backup power as noted in Item b.), motor controller (soft-starters), controls, instrumentation and radio communications. Electrical gear will be installed in weather-proof enclosures mounted on a rack with a canopy adjacent to the lift station or on a separate elevated steel platform, if required. Electrical design will include lighting for the canopy and site lighting for the lift station area and site entrance. An electrical building with all electrical inside of this building is not anticipated and is not included.
- b. FNI will evaluate the City's electrical system to verify if bringing two power sources to the site is feasible. Project will be designed with backup power to use power sources from two substations or with an onsite generator (diesel or natural gas). The onsite generator may be required to be elevated on a steel platform.
- c. Pumps will be equipped with constant speed motors with reduced voltage (soft) starters. The need for VFDs will be evaluated during design, but the use VFDs is not anticipated and is not included.
- d. Pump controls will be supplied by the Electrical Contractor as part of a motor control center or standalone motor controllers for each pump. The pump controls will not be provided by the pump manufacturer.
- e. FNI will coordinate with the City's SCADA Integrator for the SCADA/communications portion of the design. FNI will also negotiate with the SCADA Integrator to provide a scope and fee to be part of the construction contract documents and specifications for the lift station.
- f. Design for a security camera or access control system is not anticipated and is not included.

5. Existing Structures and Lift Station

- a. Existing lift station will not be re-used and will be demolished to 3-feet below finished ground or further as needed to accommodate drainage or other construction.
- b. City will provide Asbestos Survey as required for demolition of lift station structure.

6. Water Reclamation Plant

FNI will evaluate the impact of the Legion Lift Station expansion on the water reclamation plant and its current permitted capacity. FNI will coordinate with the City and its SCADA Integrator to provide flow data for evaluation of incoming flows for determination of any system operation modifications that may be necessary. FNI will make minor yard piping modifications at the plant as required to connect the proposed Legion force main. Modifications to the plant's processes or existing structures are not anticipated and are not included.

7. General

- a. Noise control and hazardous waste assessments and abatement are not included.
- b. Project will be designed, bid and constructed as a single bid package.
- c. Project will utilize FNI standard contract documents and specifications after City review and approval.
- d. Project will be procured using the standard bid process in conformance with City policy and state law.
- e. Traffic Control Plan(s) will be provided by the Contractor.
- f. Required "By-Pass" pumping plan(s) will be provided by the Contractor.
- g. City will provide construction materials testing within a separate contract.
- h. City will provide any required "Special Inspections" required by the International Building Code.

2.0 BASIC SERVICES: FNI shall provide the following professional services in connection with the development of the Kerrville Legion Lift Station:

1. PROJECT MANAGEMENT

- a. Prepare subconsultant agreements as required for the project.
- b. Conduct Project Kickoff Meeting with City Staff: Purpose of this meeting is to introduce the FNI project team to City staff, establish project communications protocols, confirm project goals and objectives, review scope, schedule and budget, and coordinate initial project tasks.
- c. Quality Assurance/Quality Control: FNI will develop and implement a QA/QC plan for the work.

2. GEOTECHNICAL ENGINEERING

- a. Coordinate field activities for site access and mark borings in areas accessible to a truck-mounted drilling rig without the need for site clearing or specialized access requirements.
- b. Contact Texas One Call System to locate buried utilities within existing easements and right-of-way.
- c. FNI will subcontract with drilling contractor to provide:
 - 1) Two borings to a depth of 60 feet at the lift station site.
 - 2) Two borings to a depth of 25 feet along the force main alignment.
 - 3) Two borings to a depth of 40 feet along the gravity sewer alignment.
- d. During drilling, obtain soil samples for testing using 3-inch diameter Shelby tubes for cohesive soils and using a 2-inch diameter split-barrel sampler for non-cohesive soils. Collect rock samples with a NX-size core barrel at the lift station and directional bore crossings. In areas where rock core is not collected or recovery is poor, perform Texas Cone Penetrometer (TCP) tests. Backfill borings with cuttings and plug the upper foot of each boring with quick-setting concrete mix.
- e. During drilling, observations of seepage and groundwater will be recorded.
- f. Provide an engineer or geologist to log the borings, direct the drilling, record the blow counts from field tests, and handle and store the samples.

- g. Select samples for laboratory testing, assign tests, deliver samples to a subcontract laboratory selected by FNI, and review test results. Tests are expected to include classification tests (liquid and plastic limits and percent passing the #200 Sieve), moisture contents, and unconfined compression tests.
- h. Review subsurface conditions and soil properties found by the field and laboratory work and discuss the implications for design with FNI engineers.
- i. Prepare a technical memorandum summary report of the geotechnical investigation presenting the boring locations, boring logs, lab test results and a discussion of general subsurface conditions. The report will include recommended foundation type(s) and allowable loading for the lift station, lateral earth pressures for below grade walls, and a general discussion of construction issues. Subsurface conditions will be generally characterized along the force main and gravity sewer alignments.

3. SURVEY AND EASEMENT PREPARATION

- a. The proposed survey scope of work will consist of topographical survey. This work will be performed by a subconsultant under the direction of FNI.
- b. Provide topographical survey and survey of existing features and structures within the project limits as indicated in Attachment A. No survey is included within existing or proposed customer sites.
- c. Provide survey of geotechnical borings.
- d. Research utilities and easements within the project boundaries. Obtain drawings of existing agency and municipal owned utilities and include locations of these utilities in the survey.
- e. Coordinate utility marking with Dig Tess (level B), conduct survey and locate utilities within the project boundary. Obtain the services of a utility locator service (such as DIGTESS) and coordinate flagging of existing franchise utilities. Tie in the locations of the existing utilities on the survey.
- f. Subsurface utility exploration (SUE) may be provided by the City as directed by the Engineer. Surveyor shall coordinate and survey uncovered utilities.
- g. Provide control staking for the project. Construction staking shall be provided by the Contractor.
- h. Parcels and Field Notes:
 - 1) Perform deed, plat and courthouse record research and prepare metes and bounds descriptions, survey parcels and field notes for up to 6 possible impacted parcels of land for permanent and temporary easement acquisition. The descriptions shall each contain drawing Attachment A and verbal description Attachment B, in accordance with State surveying standards.
 - 2) Obtain copies of deeds and easement documents.
 - 3) Survey existing property corners, fences and appurtenant property evidence along the alignment route.
 - 4) Stake Final easement corridor from alignment data.
 - 5) Show ownership and adjoining ownership data for properties along the route.
 - 6) Revise parcel descriptions and field notes per comments and final title report.
 - 7) Stake all parcels.

4. ENVIRONMENTAL EVALUATION AND PERMITTING

- a. FNI will evaluate the proposed design to determine permitting requirements under the USACE Section 404 CWA regulatory program. This scope assumes that the project can be designed and authorized under the terms and conditions of Nationwide Permit (NWP) 12, Utility Line Activities, or other NWP, without a pre-construction notification. If the project requires a PCN or an Individual Permit application, FNI will notify the Owner to obtain approval for additional services required to complete that effort. The scope of work does not include studies, reports, permit applications, etc. for electrical power line easements or utility relocation.
- b. Prior to making a field visit, FNI will obtain information for the vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, and other readily available, pertinent data. This information will be evaluated to guide the field survey described below. FNI's scientists will conduct a pedestrian survey of the proposed lift station site, existing lift station site, pipeline alignments, and associated facilities to assess the site conditions.
- c. Waters of the U. S. are regulated by the USACE and require a permit for activities conducted within the jurisdictional boundaries. The presence of jurisdictional waters such as ephemeral, intermittent, or perennial streams; wetlands; or other open waters will be documented and mapped. FNI will prepare a technical memorandum that will include a description of field observations described above; and if so, the type(s) of waters; an estimate of the area of impact to waters of the U.S.; and a discussion of USACE 404 permit authorizations.
- d. Threatened and Endangered Species. Conduct reconnaissance-level field surveys within the area of the proposed water reuse ponds to identify potential habitat and document any threatened or endangered (T&E) species encountered. Emphasis will be on federally listed species, but the Texas Parks and Wildlife Department T&E species database will be reviewed and documented. The results of the T&E species review will be documented in a site visit memorandum.
- e. The Antiquities Code of Texas was passed in 1969. It requires that the Texas Historical Commission staff review any action that has the potential to disturb historic and archaeological sites on public land.
- f. Additional actions that need review under the Antiquities Code of Texas include any construction program that takes place on land owned or controlled by a state agency or a state political subdivision, such as a city or a county.
- g. If there is a requirement for a Section 404 permit, compliance with the conditions of the National Historic Preservation Act is required. No activity which may affect historic properties listed or eligible for listing in the National Register of Historic Places can be authorized until the USACE District Engineer has complied with the provisions of 33 CFR part 325, Appendix C.
- h. FNI environmental scientists will provide desktop review of the Texas Archaeological Research Laboratory (TARL) to determine the likelihood and potential extent of coordination with the Texas Historical Commission (THC). Subsequent activities, potentially including shovel test and/or backhoe trenching, may require the services of a qualified archaeologist, as an additional service.
- i. FNI will provide the Storm Water Pollution Prevention Plan (SWPPP) for the project.

5. 30% DESIGN PHASE: FNI shall provide professional services in this phase as follows:

a. Project Plans for this phase shall consist of:

- 1) Plan of existing conditions
- 2) Construction survey and project features controls
- 3) Site layout for lift station
- 4) Schematic mechanical layout of the lift station
- 5) Horizontal alignment of proposed gravity and force mains
- 6) Critical details to support proposed concept
- 7) Approximate easement boundaries identified

6. Storm Water Engineering

The Federal Emergency Management Agency (FEMA) floodplain map shows that the subject tributary has not been studied per the FEMA FIRM Panel 48265C0490F. We understand that you wish to finalize base flood elevations along this tributary to more accurately define the existing condition floodplain in order to set the base flood elevation (BFE) to be used in determining the finished floor elevation (FFE) of the proposed lift station. To accomplish this we propose to develop hydrologic and hydraulic models consistent with FEMA standard methodology along the tributary. This information will be used as a guide to set the FFE elevation of the lift station.

a. Data Collection:

- 1) Obtain City specific flood study requirements from the City.
- 2) Obtain GIS base data from the City, including existing land use maps, road centerlines, building footprints, property lines, and aerials.
- 3) Obtain past flood studies and historic flood data for the project area.
- 4) Obtain as-built data for road crossings within the study limits from the City and/or County.
- 5) A site visit will be made to determine hydrologic and hydraulic conditions and parameters.

b. Hydrologic Analyses:

- 1) Using topographic data, delineate the drainage area contributing to the project site.
- 2) Determine hydrologic parameters including curve numbers, time of concentration, hydraulic lengths, and slopes for existing land use conditions based on SCS Methodology.
- 3) Develop a hydrologic model using USACE HEC-HMS to describe the expected stormwater runoff through the study limits for the 100-year storm event based on existing land use conditions.

For scoping purposes, it is assumed that runoff conditions along the reach will remain the same between pre-project and project conditions; therefore changes to the flow regime based on project conditions is not included and can be developed as an additional service.

c. Existing Condition Hydraulic Analyses:

- 1) Develop new cross section data using topographic data obtained in data collection to adequately describe the study reach.

- 2) Add bridge and culvert information for structures within the study limits. It is assumed that geometry data for the crossings will be based on approximate field measurements and topographic data.
- 3) Develop an existing condition hydraulic model through the study reach for the 100-year storm event.
- 4) Develop routing parameters to be used in the hydrologic model to account for the storage created with the Loop 534 roadway embankment.
- 5) Determine the BFE/FFE for the 100-year floodplain at the proposed lift station location based on existing land use conditions. Scope of this project assumes historic high water mark data is not available through the subject reach; therefore hydraulic validation is not included.

d. Project Conditions Hydraulic Analyses:

- 1) Modify the pre-project condition cross sections to develop a project conditions hydraulic model to reflect the proposed improvements to verify no adverse impact.
- 2) Evaluate local site runoff to size ditch and culvert crossings anticipated for access to the site.
- 3) Provide recommended channel dimensions where the existing lift station will be removed.

This scope assumes that there will be no adverse impact due to the proposed project conditions therefore alternatives to mitigate any increase are not included and can be prepared as an additional service. A Conditional Letter of Map Revision or Letter of Map Revision is not included in this proposal and can be prepared as an additional service.

e. Hydrologic and Hydraulic Analyses Technical Memo

Summarize the hydrologic and hydraulics analyses above. Memo text shall include a brief description of the methodology used in the analyses, hydrologic results, pre-project conditions hydraulic results, project conditions hydraulic results and a final design FFE recommendation. Figures shall include a drainage area map depicting the time of concentration path for each basin, existing land use map, soils map, and cross sections map. Schematic design of the improvements shall be developed to describe the general concept, including plan view.

7. Water Reclamation Plant (WRP) Evaluation and Coordination

- a. FNI will review updated projected flows to the WRP and analyze a range of flows that would affect the plant from all sources, including average wastewater flows, and the peak flows when all lift stations are online). This includes an evaluation of the hydraulic impacts on the plants capacities and processes, including the FEB overflow structure.
- b. FNI will provide a memorandum to discuss the evaluations and any recommended improvements. Design and implementation of any recommendations are not included within this scope and are an additional service.

8. Meetings/Site Visits

- a. Project Kickoff Meeting with the City
- b. Project site visit for environmental permitting
- c. Project site visit for survey coordination, maximum of 2.
- d. Site visits for data collection and coordination, maximum of 2.

- e. Environmental Review Site Visit
- f. Storm Water/Drainage Review Site Visit
- g. Attend 30% design review meeting with the City

9. Deliverables

- a. Monthly 1-Page Reports
- b. Project schedule
- c. Memorandum for Lift Station Impact on Water Reclamation Plant (This will be provided in a Draft and Final Submittal, both electronically in PDF)
- d. Environmental Memorandum
- e. Draft Geotechnical Report
- f. Opinion of Probable Construction Cost (OPCC)
- g. Project Plans:
 - 1) 5 hard copies in 22"x34" (full-size) format
 - 2) 1 electronic copy in PDF via FTP

10. 60% DESIGN PHASE: FNI shall provide professional services in this phase as follows:

- a. Project Plans for this phase shall consist of:
 - 1) Finalized horizontal alignment based on 30% comments
 - 2) Force Main and Gravity Main plan and profiles
 - 3) Finalized and approved easement boundaries
 - 4) Typical sections of critical project features
 - 5) Critical details to support proposed concept
 - 6) Electrical one-line diagrams, locations of control racks, legends and demolition plans.
- b. Meetings/Site Visits
 - 1) Attend 60% design review meeting with the City
- c. Deliverables
 - 1) Monthly 1-Page Reports
 - 2) Project schedule
 - 3) Final Geotechnical Report
 - 4) Opinion of Probable Construction Cost (OPCC)
 - 5) 3 copies of parcel/easement documents, as required
 - 6) Project Plans:
 - 5 hard copies in 22"x34" (full-size) format
 - 1 electronic copy in PDF via FTP

11. 100% DESIGN PHASE:

- a. Project plans for this phase shall be substantially completed drawings, all sheets: general site drawings, civil drawings, structural drawings with reinforcement details, mechanical and electrical drawings. Contract documents and project specifications will be provided during this phase.
- b. After City review, FNI will issue complete signed and sealed drawings, issued for bid and agency review. FNI will provide engineering reports, plans and required documentation required for applicable agency review, including the TCEQ, TxDOT and other agencies.
- c. Meetings/Site Visits
 - 1) Attend 100% design review meeting with the City
- d. Deliverables
 - 1) Monthly 1-Page Reports
 - 2) Project Schedule
 - 3) Opinion of Probable Construction Cost (OPCC)
 - 4) Project Plans and Specifications:
 - 5 hard copies in 22"x34" (full-size) format
 - 5 hard copies of contract documents and project specifications.
 - 1 electronic copy in PDF via FTP

12. BID OR NEGOTIATION PHASE: Upon completion of the design services indicated above, and approval bid drawings and specifications by City, FNI will proceed with the performance of services in this phase as follows:

- a. Meetings:
 - 1) Prebid Meeting: Assist the City in conducting one pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
 - 2) Bid Opening: Attend project bid opening and open bids as required by the City. FNI will attend one bid opening.
- b. Bid Phase Services:
 - 1) FNI will set up the projects on CivCastusa.com to distribute the bid documents to prospective bidders and plan rooms. Electronic sets of documents will be made available at no charge to plan holders. Hard copy plans will not be provided by the Engineer except as indicated below.
 - 2) Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 - 3) Tabulate and analyze the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project.
 - 4) Recommend award of contracts or other actions as appropriate to be taken by City.

c. Phase Deliverables:

1) Bid Sets for City:

- 5 hard copies in 11"x17" (half-size) format
- 5 hard copies of contract documents and project specifications
- 1 electronic copy in PDF via FTP

13. CONSTRUCTION PHASE:

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services for one project as described below. FNI will endeavor to protect the City in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the City agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

a. Provide Notice of Award of Contract to the Contractor and provide letter with directions for the execution of the contract documents.

b. Assist City in the preparation of the Construction Contract Documents.

c. FNI will furnish construction contract administration services in support of full time on-site inspection personnel provided by the Owner.

d. Meetings:

1) Pre-Construction Meeting: Assist the City in conducting one pre-construction conference with the Contractor and prepare project meeting minutes.

2) Weekly Construction Progress Meetings: FNI will attend weekly progress meetings by phone conference. Progress meetings will be conducted by the City.

3) Construction Site Visits: Make up to 12 site visits during the course of construction (estimated to be approximately 12 month construction schedule), as distinguished from the continuous services of a Resident Project Representative, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents. Site visits in excess of the specified number shall be considered an Additional Service.

4) Punchlist Meeting: Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Visiting the site to review completed work in excess of one trip is an additional service.

e. Document Control:

- 1) Establish and maintain a project documentation system consistent with the requirements of the construction Contract Documents.
- 2) Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation.
- 3) Produce monthly reports indicating the status of all submittals in the review process.
- 4) Review contractor's submittals, including:
 - Requests for information
 - Modification requests
 - Shop drawings
 - Schedules
 - Certified test reports
 - Other submittals
- 5) Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

f. Notify City of Contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents.

g. Interpret the drawings and specifications for City and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

h. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by the City and is not included.

i. Consult with and advise the City during construction, make recommendations to the City regarding materials and workmanship, and prepare change orders with the City's approval.

j. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and test equipment, and other data pursuant to the General Conditions of the Construction Contract.

k. Assist the City in arranging for testing of materials and laboratory control during construction to be conducted at the City's expense.

l. Review and comment on monthly and final estimates for payment to Contractor pursuant to the General Conditions of the Construction Contract.

m. Conduct, in company with the City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Contract Documents, and review and comment on the Certificate of Completion and the recommendation for final payment to the Contractor.

n. Phase Deliverables:

1) Monthly 1-Page Reports.

2) Conformed Construction Documents

– For contract execution:

– 3 copies of the contract documents

– For City for use during construction:

– 3 hard copies in 22"x34" (full-size) format

– 5 hard copies in 11"x17" (half-size) format

– 5 hard copies of contract documents and project specifications

– 1 electronic copy in PDF via FTP

– For Construction Contractor:

– 3 hard copies in 22"x34" (full-size) format

– 3 hard copies in 11"x17" (half-size) format

– 3 hard copies of contract documents and project specifications

– 1 electronic copy in PDF via FTP

3) Project site visit memos and monthly construction progress meeting minutes

4) Project Record Drawings:

– 2 sets of full size plans

– 1 set of full size plans on mylar

– CD with Record Drawings in PDF Format, project survey files, project CAD files in AutoCad or Microstation formats and shapefiles in GIS format if needed.

3.0 ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by the City, which are not included in the above described basic services, are described as follows:

1. Any items of work noted as not included throughout the scope.

2. Procurement by other means such as Competitive Sealed Proposal or CMAR.

3. Providing changes within the flood plain requiring review and submittal of Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR).

4. Design is based on 2012 Wastewater Master Plan. Significant design changes to the lift station design as prescribed by the 2017 Wastewater Master Plan are an additional service. Significant design changes will be as determined by the Engineer.

5. Modifications to the water reclamation plant or permitting assistance.

6. Clearing of trees to access geotechnical boring locations

7. Preparation of construction traffic control plan(s).

8. Furnishing full time on-site construction Resident Representation services.

9. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident

Representation services noted elsewhere in the contract.

10. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the City.
11. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
12. Providing shop, mill, field or laboratory inspection of materials and equipment.
13. Preparing Operation and Maintenance Manuals or conducting operator training.
14. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
15. Assisting City in official claims or disputes with Contractor(s).
16. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the plans and specifications.
17. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this proposal. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this proposal.
18. Construction Staking.
19. Additional Environmental Services - Freese and Nichols will notify the City if any of the following services will be necessary to comply with USACE permit requirements. The following services can be provided as an additional service and upon written authorization by the City:
 - a) Performing special environmental studies and other studies not specifically described in the basic scope of services.
 - b) Tree survey
 - c) Presence/absence surveys for federally listed threatened/endangered species.
 - d) Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
 - e) Expert witness representation in legal proceedings or contested permit hearings.
 - f) Preparation of permittee-responsible mitigation plans in accordance with the USACE Mitigation Rule dated April 10, 2008 (33 CFR Parts 325 and 332) or other regulations.
 - g) Cultural resources investigation, mitigation, or data recovery activities.
 - h) Mitigation monitoring if required by permit conditions.
 - i) Monitoring for compliance with permit conditions.
 - j) Testing for site contamination, and remediation of contaminated properties.
 - k) Environmental Site Assessments (ESA's).
20. Archeological study services required by the Texas Historical Commission.
21. Archaeological testing requiring excavations by a backhoe or excavator and any other efforts required by the state beyond those specifically indicated in the Basic Services.

4.0 SCHEDULE

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

Milestone/Deliverable	Calendar Days
Anticipated Notice to Proceed	April 2017
30% Design Phase Submittal	120 days from Notice to Proceed
60% Design Phase Submittal	90 days following receipt of comments from City on 30% Design Submittal
100% Design Phase Submittal	90 days following receipt of comments from City on 60% Design Submittal
TCEQ Review Time	Not Anticipated to be needed. If required by TCEQ, add 60 Days
Anticipated Issued for Bid	August 2018
Anticipated Issued for Construction	October 2018
Construction Completion	November 2019
Provide Record Drawings	30 days from Project Completion

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

5.0 COMPENSATION**Basic Services**

Compensation to FNI for the Basic Services shall be the lump sum of \$734,000. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services, FNI will notify City for City's written approval before proceeding.

FEE BREAKDOWN

PHASE	COMPENSATION
Lift Station Design Services	\$534,500
Bid Phase Services	\$23,000
Construction Phase Services	\$123,000
Survey	\$53,500
TOTAL	\$734,000

Agenda Item:

2C. Contract to Freese and Nichols, Inc. for engineering services for the City of Kerrville's water treatment plant trihalomethane reduction project, in the amount of \$287,000.00. (staff)

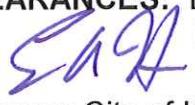
**TO BE CONSIDERED BY THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Award Contract to Freese and Nichols, Inc. for Engineering Services for the City of Kerrville's Trihalomethane Reduction Project

FOR AGENDA OF: April 25, 2017

DATE SUBMITTED: April 11, 2017

SUBMITTED BY: Stuart Barron,
Director of Public Works

CLEARANCES: E.A. Hoppe,
Deputy City Manager


EXHIBITS: Professional Services Agreement between City of Kerrville and Freese and Nichols, Inc.

AGENDA MAILED TO: N/A

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$ 287,000	\$ 287,000	\$ 287,000	U06

PAYMENT TO BE MADE TO: N/A

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Trihalomethanes (TTHM) are a group of volatile organic compounds that are formed when chlorine, added to the water during the treatment process for disinfection, reacts with naturally-occurring organic matter in the water.

The U.S. Environmental Protection Agency (U.S. EPA) established the maximum contaminant level (MCL) for total trihalomethanes at 0.080 (mg/L) based on locational running annual average (LRAA), and determined that it is a health concern at levels above the MCL. In October 2013, the Texas Commission on Environmental Quality (TCEQ) adopted the EPA standard and set the State regulated level for TTHM to 0.080 (mg/L) on a LRAA bases.

The City of Kerrville has been unable to achieve that standard based off of several unique factors of the City's water system. On December 2, 2015 the City agreed to go on Agreed Order 2015-0709-PWS-E with TCEQ in response to an enforcement action for continued elevated trihalomethane (TTHM) levels in the City's potable water supply. In summary, the provisions of the TCEQ Order are for the City to "...return to compliance with maximum contaminant levels for TTHM based on the locational running annual average..." The order was for one year and ended on December 05, 2016. On December 5, 2016 the City requested an extension and on February 7, 2017 TCEQ granted the extension. The City now has until December 5, 2017 to comply with the order.

During 2016, the City worked through numerous projects trying to find an acceptable solution that would not require a new disinfection process or substantial alterations to the water treatment plants. Completed projects for TTHM reduction include:

- Painting/rehabbing 4 of the 5 storage tanks in the problematic distribution areas
- Changing operational standards to “flush” the distribution system more often
- Changing operational standards to operate tanks at reduced levels, to keep potable water more “fresh”
- Increase the chemical dosage at the water treatment plant
- Using powder activated carbon (PAC) at the water treatment plant
- Purchase and install a bubbling/aeration/mixing system in the two, 1 million gallon stadium tanks
- Operate wells and ASR injection more often when organic carbon levels are elevated due to warmer water and rain runoff
- Loop “dead-end” lines for better circulation
- Install “jumpers” between pressure plans allowing water to remain fresh by slowly circulating throughout the distribution system

Despite these efforts, TTHM levels continue to become elevated especially in the 3rd and 4th quarters of the year. During those times of year naturally occurring organic carbon levels in the river are elevated due to warmer water and rain runoff.

The proposed contract with Freese and Nichols will assist the City in developing a project that will bring the City of Kerrville into compliance with TCEQ and the EPA standards. Under this contract Freese and Nichols will compare the start-up and operating costs of two possible engineering solutions. The first solution will be an alternative disinfection process using Chloramines and the second method will be installing Granular Activated Carbon filters at the water treatment plant. City staff will review the analysis, select the most effective and efficient method, and direct FNI to complete the final design engineering work based off of the analysis. Once the construction project is bid, FNI will assist the City with construction inspection services for the project.

RECOMMENDED ACTION

Authorize the City Manager to execute a Professional Services Agreement with Freese and Nichols, Inc. for the City of Kerrville’s Trihalomethane Reduction Project.

PROFESSIONAL SERVICES AGREEMENT

[FIRM: Freese and Nichols | PROJECT-SERVICES: Engineering Services for City of Kerrville Water Treatment Plant THM Control Facility]

THIS AGREEMENT is entered into the _____ day of _____, 2017 ("Effective Date"), by and between the **CITY OF KERRVILLE, TEXAS** ("CITY") and **FRESENE AND NICHOLS**, ("CONSULTANT"), and at times, collectively referred to herein as "parties".

WHEREAS, CITY hires CONSULTANT to perform certain work and services set forth in Scope of Services, marked **Attachment A**, and attached hereto and incorporated herein, toward completion of the Project; and

WHEREAS, CONSULTANT agrees to perform said work and services as specified under Article I of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT'S SERVICES

CONSULTANT shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in **Attachment A** and all other professional services reasonably inferable from **Attachment A** and necessary for complete performance of CONSULTANT's obligations under this Agreement, collectively referred to herein as "Services". CITY may, at any time, stop CONSULTANT from performing the Services upon giving CONSULTANT written notice. To the extent of any conflict between the terms of this Agreement and **Attachment A**, the terms of this Agreement will prevail.

II. CONSULTANT'S RESPONSIBILITIES

A. CONSULTANT, upon its review of a general description of the Project provided by CITY, has prepared and provided to CITY the specific Services required to complete the Project, which is attached as **Attachment A**.

B. CONSULTANT shall use its best efforts, skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care and the orderly progress of the Project. CONSULTANT shall at all times provide sufficient personnel to accomplish the Services in a timely manner. CONSULTANT shall manage the Services, administer the Project, and coordinate other professional services as necessary for the complete performance of CONSULTANT's obligations under this Agreement. CONSULTANT shall periodically report the status of the Services to CITY as is appropriate to keep CITY informed as to the status of the work.

C. CONSULTANT shall perform the Services in compliance with all applicable federal, state, and municipal laws, to include building codes and accessibility standards (e.g., Americans with Disabilities Act) and with those of any other entity having jurisdiction over the Project. In

addition, CONSULTANT shall perform the Services in a manner consistent with generally accepted standards for its profession.

D. Plans, drawings, specifications, and/or other reports produced by CONSULTANT (collectively referred to herein as "Design Documents") pursuant to the Services must be reasonably accurate and free from material errors or omissions. CONSULTANT shall promptly correct any known or discovered error, omission, or other defect in the Design Documents without any additional cost or expense to CITY and notify of CITY of same.

E. CONSULTANT shall designate a representative primarily responsible for its performance of the Services. The designated representative shall act on behalf of CONSULTANT with respect to all phases of the Services and shall be available as required for the benefit of the Project and CITY. CONSULTANT shall not change the designated representative without prior written approval of CITY, which approval may not be unreasonably withheld.

III. CITY'S RESPONSIBILITIES

A. CITY has provided CONSULTANT with a general description of the Project.

B. CITY shall furnish surveys, geotechnical reports, or other special investigations or tests, including structural, mechanical, and chemical, for the Project site as requested by the CONSULTANT and as reasonably necessary for the completion of the Services. The parties will agree to this work prior to entering into this Agreement and such work will not be included as part of the Services specified in Attachment A.

C. CITY shall review the Design Documents and shall notify CONSULTANT of any design fault or defect in the Services or Design Documents of which CITY becomes aware.

D. CITY shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

E. CITY designates **KYLE BUROW, DIRECTOR OF ENGINEERING, (830) 258-1410** as its representative authorized to act on its behalf with respect to the Project.

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Payment Schedule, attached hereto and incorporated herein as Attachment A. The amount will not exceed \$287,000.00.

V. TIME FOR PERFORMANCE

A. CONSULTANT shall commence its work immediately upon the parties' execution of this Agreement and proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT.

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

C. CITY is not obligated to approve and may not approve any allowance of an extension of time for any cause whatever claimed or made by CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

VI. DOCUMENTS

A. CONSULTANT shall submit all Design Documents to CITY for approval. All Design Documents must be professionally sealed as required by law or by CITY.

B. CONSULTANT shall deliver the Design Documents, together with any necessary supporting documents, to CITY and CITY has unlimited rights, for the benefit of CITY, in all Design Documents, including the right to use same on any other work of CITY without additional cost to CITY. If CITY uses the Design Documents on any work of CITY other than that specified in the Services, then under those circumstances and only to the extent allowed by law, CONSULTANT, its officers, agents, servants, and employees will not be liable for damages or claims arising from any inaccuracy or any use of the Design Documents with respect to such other work, and except where CONSULTANT participates in such other work.

C. CONSULTANT grants CITY a royalty-free, perpetual license and right, to survive the termination of this Agreement, to all Design Documents which CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. This license includes CITY's right to use and reproduce these documents as necessary to implement any CITY project which may require the use of these documents. Further, CONSULTANT acknowledges that CITY is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against CITY for providing copies of the Design Documents in compliance with that Act. CONSULTANT, after completion of the Project, shall immediately furnish originals of all Design Documents to CITY.

D. CONSULTANT shall ensure that all text documents supplied to CITY as provided herein are fully compatible with MS Word and that all drawings are fully compatible with Adobe PDF format.

VII. TERMINATION

A. CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this

Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. In addition, CITY's payment is subject to the CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Design Documents, invoices, statements, and accounts.

B. Should CITY require a modification to this Agreement, and in the event CITY and CONSULTANT fail to agree upon such modification, either CITY or CONSULTANT have the option of terminating this Agreement. Thereafter, CITY shall pay CONSULTANT in accordance with this Agreement for the Services mutually agreed upon by CITY and CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

VIII. INSURANCE

CONSULTANT shall provide and maintain in full force and effect during the term of this Agreement the following types of insurance and liability coverage:

A. Workers Compensation Insurance: in an amount meeting statutory requirements of the State of Texas on all CONSULTANT's employees carrying out the Services.

B. Automobile Liability Insurance: with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage must include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by CONSULTANT or its employees.

C. General Liability Insurance: on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage and for Bodily Injury and Property Damage, no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be \$2,000,000. This coverage must protect the public or any person from injury or property damages sustained by reason of CONSULTANT or its employees providing the Services. The general aggregate must be no less than \$2,000,000.

D. Professional Liability Errors and Omissions Insurance: with limits of liability not less than \$1,000,000 per occurrence covering all work performed by CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage may only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with CONSULTANT continuing to furnish the City certificates of insurance.

E. Subcontractor: in the case of any work sublet, CONSULTANT shall require subcontractor and independent contractors working under the direction of either CONSULTANT or a subcontractor to carry and maintain the same workers compensation and liability insurance required of CONSULTANT.

F. Qualifying Insurance: the insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B"

or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

A. CONSULTANT shall protect, indemnify, and hold harmless **CITY**, its officers, agents, servants, and employees, hereinafter individually and collectively referred to as "Indemnitee(s)", from and against suits, actions, claims, losses, liability, or damage of any character and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages, or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of **CONSULTANT**, its officers, employees, servants, agents, or subcontractors, or anyone else under **CONSULTANT**'s, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of the Services, or from conditions created by the performance or non-performance of said work. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, **CONSULTANT** shall indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

B. CONSULTANT is not responsible for the actions of the **CITY**'s contractor to perform the construction of the improvements covered under this Agreement.

C. Acceptance and approval of any work or final plans by **CITY neither constitutes nor may be deemed a release of this responsibility and liability of **CONSULTANT**, its employees, associates, agents, and consultants for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by **CITY** for any defect in the Design Documents, or **CONSULTANT**'s employees, contractor, agents, and consultants.**

X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

CONSULTANT agrees that it is an independent contractor and not an agent of **CITY**, and that **CONSULTANT** is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve **CITY** of any responsibility or liability from treating **CONSULTANT**'s employees as employees of **CITY** for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. **CONSULTANT** shall indemnify and hold **CITY** harmless and reimburse it for any expenses or liability incurred under said statutes in connection with employees of **CONSULTANT**.

XI. INDEMNIFICATION FOR PERFORMANCE

CONSULTANT shall defend and indemnify Indemnitees against and hold **CITY** and the premises harmless from any and all claims, suits, or liens based upon or alleged to

be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONSULTANT in performing the Services.

XIV. DEFAULT OF CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with this Agreement as to the quality or character of the Services or time of performance, and the failure is not corrected within ten (10) days after written notice from CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

- A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT is liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services and CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.
- B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of CONSULTANT.

XV. MISCELLANEOUS PROVISIONS

- A. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CITY and CONSULTANT and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.
- B. Assignment. This Agreement is a personal service contract for the services of CONSULTANT and CONSULTANT's interest in this Agreement, duties hereunder, and/or fees due may not be assigned or delegated to a third party without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT will be considered an assignment.
- C. Adjustment in Services. CONSULTANT shall not make any claims for extra services, additional services, or changes in the Services without a written agreement with CITY prior to the performance of such services.
- D. Applicable Law. This Agreement must be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law. Venue will occur in Kerr County, Texas.

E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review, approval, or acceptance of, nor payment for any of the Services may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination may not affect any other provision of this Agreement which will be interpreted as if the invalid or unenforceable provision had not been included.

G. Independent Contractor. CONSULTANT agrees that CONSULTANT is engaged as an independent contractor and that City has no responsibility to provide CONSULTANT or its employees with any benefits associated with employee status. CONSULTANT shall neither hold itself out as nor claim to be an officer, partner, employee, or agent of CITY.

H. Attachments. The following Attachment(s) is attached to this Agreement and are included herein for all purposes:

Attachment A Scope of Services

I. Execution Becomes Effective. This Agreement is effective as of the Effective Date.

J. Notices and Authority. CONSULTANT shall send all notices required under this Agreement to the City Manager at City Hall, 701 Main Street, Kerrville, TX 78028. CONSULTANT agrees that only the City Manager, or designee, has the authority to represent CITY or bind CITY under this Agreement. CITY shall send all notices required under this Agreement to the CONSULTANT at:

Freese and Nichols
BY: _____
TITLE: _____
ADDRESS: 4040 Broadway, Suite 600
San Antonio, Texas 78209

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER
THE CITY OF KERRVILLE

CONSULTANT
FREESE AND NICHOLS

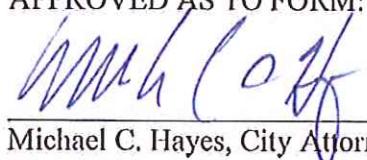
BY: _____
NAME: DON DAVIS,
TITLE: INTERIM CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

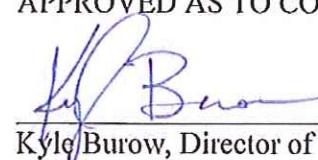
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

APPROVED AS TO CONTENT:



Kyle Burow, Director of Engineering

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE
AND FREESE AND NICHOLS, INC.

ENGINEERING SCOPE OF SERVICES - WATER TREATMENT PLANT THM CONTROL FACILITY

PROJECT DESCRIPTION: The objectives of this project include:

1. Prepare design report for design of facilities to mitigate formation of disinfection byproducts (DBPs), particularly trihalomethanes (THMs), to include an evaluation of the City's raw water and water treatment strategy related to formation of THMs.
2. Prepare a complete set of contract documents including the plans, bid documents, general/supplementary conditions, technical specifications, and other related deliverables for the control of THMs at the City of Kerrville's (City) Water Treatment Plant (WTP).
3. Coordinate with the City to evaluate feasibility and potential cost efficiencies associated with combining this project with the City's Water Treatment Plant Clarifier Rehabilitation project which is currently in the preliminary design phase. If these two projects were combined into one larger project, engineering costs would be reduced by conducting and managing one project bid phase rather than two, and by combining construction phase engineering activities eliminating several redundant tasks. Actual construction costs could be reduced as well by utilizing one Contractor eliminating some of the redundant project management and field supervision activities.

PROJECT SCOPE/ASSUMPTIONS:

A. THM Design Report

1. Previous efforts to reduce THMs will be reviewed.
2. Data collection and analysis, as well as review of historical data, will be used to develop recommendations for the mitigation of THM issues in the distribution system. Evaluation will include review of operational modifications and facility improvements made since completion of the Water System Master Plan. Recommendations may include treatment process and/or operational improvements.
3. Prepare design report for design of facilities to mitigate formation of THMs.
4. Final design phase, bid phase, and construction phase services for facilities to mitigate formation of THMs will proceed based on the recommendations developed for the final Design Report.

B. THM Improvements Design

1. Design of facilities to be based on recommendations from the Design Report.
2. Design will be performed in accordance with TCEQ Chapter 290 requirements.
3. Appropriate electrical improvements will also be included.

C. General

1. Design elements of the Project will be designed, bid and constructed as a single bid package.
2. Project will utilize FNI standard contract documents and specifications after City review/approval.
3. Project will be procured using the standard bid process in conformance with City policy and state law. Procurement by other means such as Competitive Sealed Proposal shall be an additional service.
4. Storm Water Pollution Prevention Plan(s) will be provided by Contractor.
5. City will provide construction materials testing within a separate contract.
6. City will provide any required "Special Inspections" required by the International Building Code.

I. **BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT

1. Conduct Internal Kickoff Meeting: Purpose of this meeting is to orient the team members to the work, review project scope, schedule, and budget, and make initial task assignments.

2. **Conduct Project Kickoff Meeting and Site Visit with City Staff:** Purpose of this meeting is to introduce the FNI project team to City staff, establish project communications protocols, confirm project goals and objectives, review scope, schedule and budget, and coordinate initial project tasks.
 - a) FNI will prepare and distribute a kickoff meeting agenda at least one week prior to the meeting.
 - b) FNI will schedule and attend the kickoff meeting in Kerrville.
 - c) FNI will visit the WTP site in conjunction with the kickoff meeting
 - d) FNI will prepare and distribute meeting minutes within one week following the project kickoff meeting.
3. **Monthly Invoicing:** FNI will prepare and submit monthly invoices to City for payment in accordance with Attachment C of the Professional Services Agreement.
4. **Quality Assurance/Quality Control:** FNI will develop and implement a QA/QC plan for the work. Elements of the QA/QC plan will include the following:
 - a) FNI will develop a Quality Control Plan that will identify scheduled reviews of project deliverables, and individuals responsible for review.
 - b) FNI will implement the quality control plan developed in the prior task, then monitor and document implementation of the QC plan through project completion. Implementation will include:
 1. Internal checks of deliverables prior to delivery to City.
 2. Checks of subconsultant-prepared materials prior to delivery to City.
5. **Quality Assurance:**
 - a) Quality Assurance Reviews. Senior FNI staff will meet with project staff and verify that FNI quality control guidelines and the project-specific quality control plans are being implemented. We anticipate two Quality assurance reviews:
 1. Interim Quality Assurance Review: FNI shall prepare for and conduct an internal quality assurance review at approximately the mid-point of the project schedule
 2. Final Quality Assurance Review: FNI shall prepare for and conduct an internal quality assurance review prior to submittal of the 90 percent drawings to the City.

B. THM DESIGN REPORT

1. FNI will develop a letter for TCEQ to communicate the ongoing work toward DBP reductions. This will include a simplified scope of work and schedule.
2. FNI will coordinate with TCEQ, as necessary, throughout the evaluation phase. Up to one (1) in-person meeting is included in the Basic Services.
3. FNI will analyze historical DBP and raw water data and the Stage 2 DBP Rule Monitoring Plan for the City.
If additional data is required, FNI will develop a sampling protocol.
4. FNI will review prior recommendations from the Water System Master Plan and actions taken to date to reduce THMs in the system. FNI will evaluate the disinfection strategies, chemical feed locations, raw water intake configuration, water storage and distribution systems, and other parameters to help identify additional areas of improvement.
5. Two specific alternatives which will be evaluated during this design report phase:
 - a) Chloramine Disinfection
 - b) Granular Activated Carbon (GAC)
6. Cost estimates will be developed for each feasible alternative. Construction costs as well as life cycle costs will be developed
 - a) Construction cost will be developed for each alternative to evaluate initial capital needed by the City for each alternative.
 - b) Life cycle costs will be developed allowing for the comparison of long term operations and maintenance (O&M) requirements for each alternative.
 - c) All cost data will be combined and considered along with increased O&M required for each alternative in order to allow for the evaluation and selection of an alternative that results in the long term best interests of the City.

7. FNI will conduct a Design Alternative Workshop with the City to discuss findings and request City comments. Recommendations will be presented to the City and design will proceed based on the City's decision on which alternative is considered most effective.

C. **60% Design Phase:** FNI shall provide professional services in this phase as follows:

1. **Meetings:**
 - a) Monthly Progress Meetings which will be by conference call.
2. **THM Improvements:**
 - a) Review Record Drawings and Record Information
 - b) Design mechanical, structural, and electrical improvements
 - c) Develop 60% Design Drawings
 - d) Develop 60% Specifications
 - e) Develop 60% (OPCC)
3. **60% Design Coordination:**
 - a) Submit 60% Design Package to City for review.
 - b) Meet with City for 60% Design Workshop.
4. **Phase Deliverables:**
 - a) 60% Design Plans:
 1. Five (5) hard copies in 22"x34" (full-size) format
 2. One (1) electronic copy in PDF format
 - b) Design Specifications:
 1. Three (3) hard copies.
 2. One (1) electronic copy in PDF format.
 - c) Updated OPCC for the project.

D. **100% Submittal:** FNI will incorporate any comments made by the City in the 60% design submittal and submit a 100% complete submittal for review.

1. **Coordination with the TCEQ:**
 - a) Provide documentation and coordination with the TCEQ for project plan approval.
2. **Phase Deliverables:**
 - a) 100% Design Plans: One (1) electronic copy in PDF format
 - b) Design Specifications: One (1) electronic copy in PDF format.
 - c) Updated OPCC for the project.

E. **Bid Phase:** Upon completion of the design services and approval bid drawings and specifications by City, FNI will proceed with the performance of services in this phase as follows:

1. **Meetings:**
 - a) Prebid Meeting: Assist the City in conducting a pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
 - b) Bid Opening: Attend project bid opening and open bids as required by the City.
2. **Bid Phase Services:**
 - a) FNI will set up the project on ClvCastusa.com to distribute the bid documents to prospective bidders and plan rooms. Electronic sets of documents will be made available at no charge to plan holders. Hard copy plans will not be provided by the Engineer except as indicated below.
 - b) Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 - c) Tabulate and analyze the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project.
 - d) Recommend award of contracts or other actions as appropriate to be taken by City.
 - e) Provide Notice of Award of Contract to the Contractor and provide letter with directions for the execution of the contract documents.

f) Assist City in the preparation of the Construction Contract Documents.

3. **Phase Deliverables:**

- a) Bld Sets
 1. Provide City two (2) sets of bld documents. (Contract documents and 11"x17" plans)
 2. Provide City a CD with bld documents in PDF format.
- b) Conformed Construction Documents
 1. For City:
 - a) Contractor will provide two original documents with bld submittal that will be used for execution. FNI will provide a letter to the Contractor with directions for contract execution.
 - b) Three (3) copies of full size and five (5) copies of half-size conformed construction plans and five (5) copies of the contract documents bound with hard covers for use during construction.
 - c) One (1) electronic copy of conformed construction documents for use during construction.
 2. For Construction Contractor:
 - a) Five (5) copies of conformed construction plans (full size) and documents bound with hard covers for use during construction.
 - b) One (1) electronic copy of conformed construction documents for use during construction.

F. **CONSTRUCTION PHASE:**

Upon completion of the bld or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the City in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the City agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. **Meetings:**

- a) Pre-Construction Meeting: Assist the City in conducting pre-construction conference with the Contractor. Prepare meeting agenda and minutes.
- b) Construction Site Visits/Construction Progress Meetings: Make up to 4 site visits during the course of construction, as distinguished from the continuous services of a Resident Project Representative, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents.
- c) Punchlist Meetings: Conduct, in company with City's representative, reviews of the Project for conformance with the design concept of the Project and for general compliance with the Construction Contract Documents. These reviews will be when project is considered ready for substantial completion and for final completion. Prepare a list of deficiencies to be corrected by the contractor before recommendation of substantial completion and before recommendation for final payment.

2. **Construction Phase Services:**

- a) Establish and maintain a project documentation system (eBuilder or FN/Manager) consistent with the requirements of the construction Contract Documents.

- b) Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation.
- c) Produce monthly reports indicating the status of all submittals in the review process.
- d) Review contractor's submittals, including:
 - 1. Requests for Information
 - 2. Modification requests
 - 3. Shop drawings
 - 4. Schedules
 - 5. Certified test reports
 - 6. Other submittals as required
- e) Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- f) Notify City of Contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents.
- g) Interpret the drawings and specifications for City and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- h) Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by the City and is not included in the services to be performed by Freese and Nichols, Inc.
- i) Consult with and advise the City during construction, make recommendations to the City regarding materials and workmanship, and prepare change orders with the City's approval.
- j) Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and test equipment, and other data pursuant to the General Conditions of the Construction Contract.
- k) Assist the City in arranging for testing of materials and laboratory control during construction to be conducted at the City's expense.
- l) Review and comment on monthly and final estimates for payment to Contractor pursuant to the General Conditions of the Construction Contract.
- m) Conduct, in company with the City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Contract Documents, and review and comment on the Certificate of Completion and the recommendation for final payment to the Contractor.
- n) Provide construction staking for project as specified above.

3. Phase Deliverables:

- a) Monthly Status Reports.
- b) Project site visit memos and construction progress meeting minutes
- c) Project Record Drawings:
 - 1. 2 sets of full size plans
 - 2. 1 set of full size plans on mylar
 - 3. USB flash drive or similar data storage device with Record Drawings in PDF Format, project survey files, project CAD files in AutoCAD or Microstation formats and shapefiles in GIS format if needed.

II. **ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by the City, which are not included in the above described basic services, are described as follows:

- A. Any items of work noted as not included throughout the scope.
- B. Raw and Treated Water Sampling Effort and Laboratory Analyses of Samples for the THM Evaluation.
- C. Design of primary electrical service to the site from the power company.
- D. Obtaining the services of a SCADA Integration subconsultant.

- E. Identification and evaluation of future water system improvements outside of the scope of the THM Evaluation and Clarifier Rehabilitation.
- F. Updates to water master plan and/or model that are not directly related to this project.
- G. Preparation of Storm Water Pollution Prevention Plan. (To be prepared by Contractor)
- H. Preparation of construction traffic control plan. (To be prepared by Contractor if needed)
- I. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the City.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- K. Providing shop, mill, field or laboratory inspection of materials and equipment.
- L. Preparing Operation and Maintenance Manuals or conducting operator training. (To be provided and conducted by Contractor and equipment suppliers)
- M. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- N. Assisting City in claims disputes with Contractor(s).
- O. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the plans and specifications.
- P. Performing any "Special Inspections" required by the International Building Code. (None are anticipated.)
- Q. Construction phase site visits requested by Owner in excess of the number stipulated in this scope of services.
- R. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this proposal. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this proposal.
- S. Providing environmental and archeological support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

COMPENSATION

Cost Plus Maximum: Compensation to FNI shall be cost plus with a not to exceed maximum of \$287,000. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding.

A breakdown of major task items and their associated costs are as follows:

TASK	COST
THM Design Report	\$ 40,000
Design Phase	\$177,000
Bid Phase	\$ 15,000
Construction Contract Administration and Site Visits	\$ 55,000
Total Basic Services Fee	\$287,000

PROJECT SCHEDULE

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

Milestone/Deliverable	Calendar Days
THM Design Report	120 days following receipt of Notice to Proceed
Design Phase	
60% Design Phase Submittal	120 days following receipt of Notice to Proceed
100% Design Phase Submittal	60 days following receipt of comments from City and TCEQ on 60% Design Submittal
Bid Phase Documents	14 days following receipt of comments from City on 100% Design Submittal
Bid Phase	±60 days for advertisement & contract execution
Construction Phase	To Be Determined

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

Agenda Item:

2D. Purchase of one 2018 Freightliner dump truck through BuyBoard Purchasing Cooperative in the amount of \$85,792.00.

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

SUBJECT: Purchase of 2018 Freightliner dump truck through BuyBoard Purchasing Cooperative

FOR AGENDA OF: April 25, 2017

DATE SUBMITTED: April 18, 2017

SUBMITTED BY: Stuart Barron
Director of Public Works

CLEARANCES: EA Hoppe
Deputy City Manager

EXHIBITS: Quotation Sheet Attached, Specifications Sheet Attached

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$ 85,792.00	\$ 203,077.78	\$ 86,000.00	18-800-503

PAYMENT TO BE MADE TO: Freightliner of Austin
1701 Smith Road (Hwy 183 S)
Austin, Texas 78721

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City of Kerrville Street Paving Program is a major investment the city has been making over the last eight years. Over those years this dump truck has become worn out, unreliable, and is in need of replacement. Due to its age replacement parts are becoming difficult to locate and at a high cost, if they are available at all. The replacement of this 1999 International dump truck was scheduled in the FY2017 general operation budget. Dump trucks are crucial component to the paving program. In order to keep the Street Paving Program running at peak performance this unit needs to be replacement.

The new dump truck would be a 2018 Freightliner M2-106 chassis, Cummins ISB 280HP, Allison 3500RDS and includes a Warren 7/8 yard dump body with pintle hitch, hydraulics to operating existing AC-620 tailgate spreader. This purchase will be made through BuyBoard Purchasing Cooperative. All purchases from BuyBoard, a purchasing cooperative used by governmental entities all over this Great State of Texas, comply with both the state's bidding law and City policy.

RECOMMENDED ACTION

Recommend approval of purchase.



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 4-13-2017

PURCHASING NAME

City of Kerrville

ADDRESS

310 McFarland

TELEPHONE

830-258-1131

STATE

TX

ZIP CODE

78028

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2018	Freightliner	M2-106	Order	
MILEAGE:				
Buy Board contract 560-16				
2018 Freightliner M2-106 chassis per specs				85,392.00
Cummins ISB 280HP, Allison 3500RDS				
to include				
Warren 7/8 yd dump body with pintle hitch,				
hydraulics to operate existing AC-620 tailgate				
spreader				
FOB Freightliner of Austin				
Tx Buy Board fee (per PO)				\$400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.*

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

MILEAGE:	TRADE-IN			
----------	----------	--	--	--

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

PAYOUT TO:			TOTAL	85,792.00
------------	--	--	-------	-----------

ADDRESS:			Trade Allowance	
----------	--	--	-----------------	--

GOOD UNTIL:			Trading Difference	
-------------	--	--	--------------------	--

QUOTED BY:			Sales Tax	
------------	--	--	-----------	--

SHOW LEIN TO:	Body Type:	Vehicle Inventory Tax
---------------	------------	-----------------------

ADDRESS:	License Wt.:	License Fee
----------	--------------	-------------

	State Insp.:	Documentary Fee
--	--------------	-----------------

DATED:	License:	Federal Excise Tax
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DRAFT FOR \$	Title:	TOTAL SALE PRICE	85,792.00
--------------	--------	------------------	-----------

DRAFT THRU:	Transfer:	Payoff on Trade	
-------------	-----------	-----------------	--

ADDRESS:		Ext. Service Agreement	
----------	--	------------------------	--

		Less Deposit	
--	--	--------------	--

ADDRESS:		Total Balance Due	85,792.00
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Quote WTTLLC00007531

Page 1 of 2
Date 4/4/2017

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Bill To	Ship To	Contact
Freightliner of Austin d/b/a FOA Body & Equipment 1701 SMITH ROAD AUSTIN TX 78721	FREIGHTLINER OF AUSTIN, TX 1701 SMITH ROAD AUSTIN TX 78721	TOM STANDARD (512) 389-0000 Ext. 0000

	Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		FRE721	MACK	DELIVERED	Net30	0/0/0000	10,012,620
QTY	Item Number	Description			UOM	Unit Price	Ext. Price
1	U-10	DUMP BODY - UNDERBODY - 10' CITY OF KERRVILLE, TX Yardage 7/8 Floor / Material 3/16 A1011 Front / Material 36" 7 GA A1011 Side / Material 30" 7 GA A1011 Vertical Side Brace Yes Horizontal Brace No Hoist / Cylinder U60-823 Hydraulics Yes			EA	\$0.00	
1	TAILGATE	Air Operated Yes Panel 6 Material 7 GA A1011 Height 36 Slope None Chains 5/16" Double Acting Yes High Lift Gate No Side Swing - Ground Operated No Center Opening No Material Gate None			Each	\$0.00	\$0.00
1	DB OPTIONS # 1	Cabshield Full Width 1/2 Asphalt Apron YES 8" BOLT-ON Bolt On No Body Lights LED Yes			Each	\$0.00	\$0.00
1	DB INSTALL	Hydraulic Oil 20 Gal Hydraulic Hoses/Fittings Yes Pump 22 gal w/air shift CW (400-80263) Console Clutch Shift Air Misc Mounting Material Conspicuity Tape No Mudflaps and Brackets YES Chrome Turnouts No Splash/Gravel Guards No Side Boards Pine - 2x6 (PRIMED & PAINTED) Covers No Delivery Fuel/Charges Yes			Each	\$0.00	\$0.00
1	PAINT	Warren WHITE			Each	\$0.00	\$0.00



Quote WTTLLC00007531

Page 2 of 2
Date 4/4/2017

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
QTY	Item Number	Description			UOM	Unit Price	Ext. Price
1	PTO	POWER TAKE OFF Muncie CS Series (Auto)			EA	\$0.00	\$0.00
1	TOW PACKAGE	Pintle Plate 3/4" Pintle Hitch 20 Ton (NEED HITCH HEIGHT) Glad Hands Yes D Rings Yes Tow Hooks No Electric Plug 7Way Pup Rigging No			Each	\$0.00	\$0.00
1	SPECIAL HYDRAULICS	POWER & BEYOND HYDRAULICS TO OPERATE EXISTING AC-620 TAILGATE SPREADER			Each	\$0.00	\$0.00
1	DELIVERY	DELIVERY OF COMPLETED UNIT TO FREIGHTLINER OF AUSTIN DELIVERY CHARGES SHOWN IN SHIPPING COLUMN BELOW			Each	\$0.00	\$0.00

Quotation reviewed and accepted by:
(signed) _____

Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only



Phone: 800-695-2019
 Fax: 800 211-5454
 Email: info@buyboard.com

Welcome **Shannon** [Log Off]

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Vendor Contract Information

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Vendor Name: Freightliner of Austin

Address: 1701 Smith Road
 Austin, TX 78721

Phone Number: (512) 389-0000

Email: carlton@fl1.com

Website: <http://www.freightlinerofaustin.com>

Federal ID: 26-1564219

Contact: Carlton Hempel

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: Yes

Contract Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Contract Description: Compact, mid-size and full size sedans; crossover, sport utility; midsize/full-size/heavy duty pickup; passenger/cargo van; law enforcement vehicles/motorcycles; cab/chassis; heavy du trucks/tractors; program vehicles; repair parts/service

Contract#: 521-16

Effective Date: 12/01/2016

Expiration Date: 11/30/2019

Service Fee: Vehicles purchase orders are subject to a \$400 service fee

Payment Terms: Net 30 days

Delivery Days: 60

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Additional Info: NOTE: As per the specifications for BuyBoard Proposal 521-16, and except for delivery fees explained below, all vehicle fees (i.e. pre-delivery inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s) not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a vehicle fee and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members. EDGAR Compliance documents (2 CFR Part 200 & Appendix II) are included in the Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page.

Quote Reference Number: 521-16

Return Policy: No returns

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Prepared for:
Shannon Flowers
City of Kerrville
310 McFarland
Kerrville, TX 78028
Phone: 830-258-1131

Prepared by:
Tom Standard
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

Shannon Flowers,

2018 Freightliner M2-106 Chassis specs for dump truck. Included Cummins ISB 280hp, Allison 3500RDS, diff locks and trlr towing with air to rear. Chassis has been upgraded for heavier asphalt hauling. Revised chassis and dump body for budget purpose.

Thank you ,

Tom Standard

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-15M	M2 PRL-15M (EFF:10/25/16)		
Data Version			
DRL-018	SPECPRO21 DATA RELEASE VER 018		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-218	2018 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 45000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-004	END DUMP BODY		
AF4-99D	EXPECTED EMPTY BODY WEIGHT : 0.0 lbs		
A88-99D	EXPECTED TRUCK BODY LENGTH : 12.0 ft		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-21W	CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-014	PTO MODE ENGINE RPM LIMIT - 1800 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		

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Data Code	Description	Weight Front	Weight Rear
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		

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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED		
84H-013	2100 RPM SECONDARY MODE SHIFT SPEED		
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		

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Data Code	Description	Weight Front	Weight Rear
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	
402-021	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
536-050	TRW THP-60 POWER STEERING	
539-003	POWER STEERING PUMP	
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR	
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE	

Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION	

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Data Code	Description	Weight Front	Weight Rear
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-076	MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES	-20	-20
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	120	
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE		

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Data Code	Description	Weight Front	Weight Rear
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		

Trailer Connections

914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE

Wheelbase & Frame

545-385	3850MM (152 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	-110	160
552-014	1900MM (75 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	90
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 86.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 83.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 256.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 86.45 in		

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Data Code	Description	Weight Front	Weight Rear
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 83.71 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 91.72 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSMEMBER(S)		
572-001	STANDARD REARMOST CROSMEMBER		
565-001	STANDARD SUSPENSION CROSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2G9	BRIDGESTONE ECOPIA R268 11R22.5 14 PLY RADIAL FRONT TIRES	12	
094-2F4	BRIDGESTONE ECOPIA M710 11R22.5 14 PLY RADIAL REAR TIRES		52
Hubs			
418-056	CONMET PRESET PLUS IRON FRONT HUBS		

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Data Code	Description	Weight Front	Weight Rear
450-056	CONMET PRESET PLUS IRON REAR HUBS		
Wheels			
502-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS		
505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AJ	DUAL 14 INCH ROUND POLISHED AIR HORMS	8	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-001	(5) AMBER MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		

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 Phone: 830-258-1131

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 Phone: 512-389-0000

Data Code	Description	Weight Front	Weight Rear
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		

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Data Code	Description	Weight Front	Weight Rear
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	

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Data Code	Description	Weight Front	Weight Rear
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
329-010	TWO ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-003	MARKER LIGHT/HEADLIGHT SWITCH WITH SEPARATE INTERRUPTER FOR CLEARANCE LIGHTS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
869-998	NO MISCELLANEOUS GAUGES		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
98K-998	NO FUEL TANK CABINET PAINT		

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Data Code	Description	Weight Front	Weight Rear
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6043 lbs	4200 lbs	10243 lbs
Total Weight ⁺	6043 lbs	4200 lbs	10243 lbs

Extended Warranty

WAG-010 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES

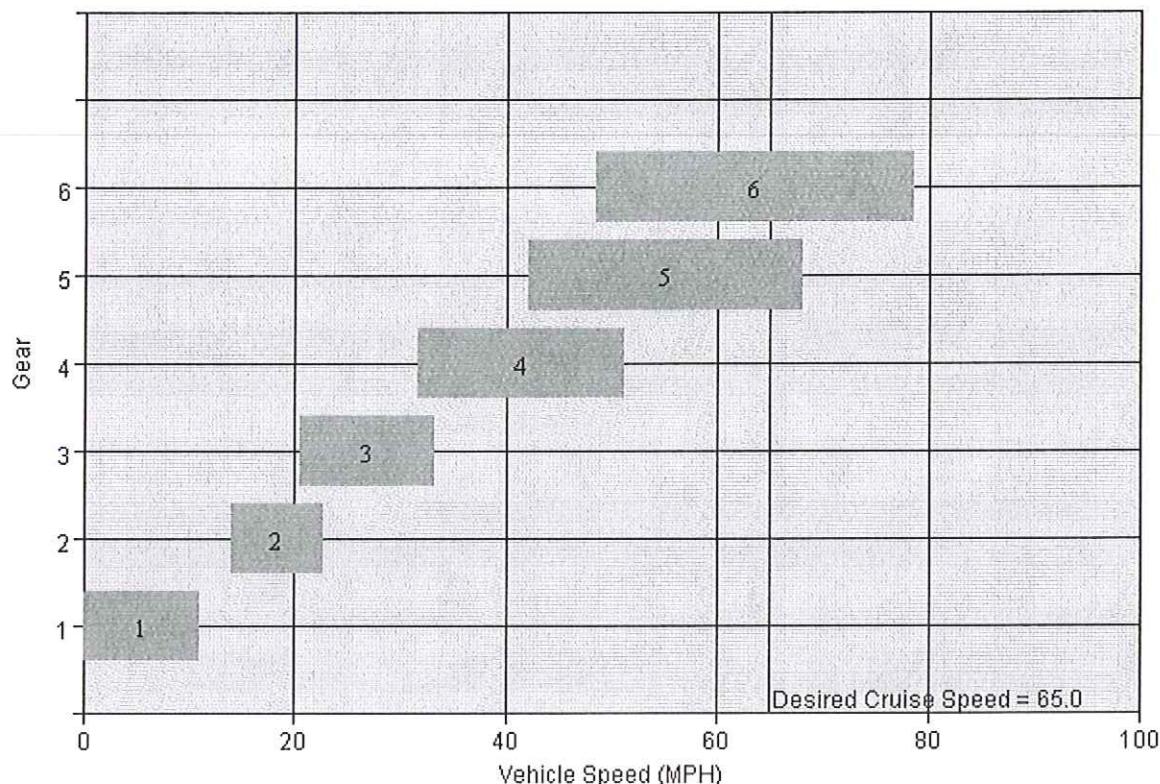
(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

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OPERATING RANGE



VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

Model.....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph).....	65.0
Engine (101).....	CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM
RPM at Peak Torque.....	1600
Governed RPM	2600

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Transmission (342)	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL.....	N/A
Gear Ratio: L	N/A
Gear Ratio: 1	4.59
Gear Ratio: 2	2.25
Gear Ratio: 3	1.54
Gear Ratio: 4	1
Gear Ratio: 5	0.75
Gear Ratio: 6	0.65
Gear Ratio: 7	N/A
Gear Ratio: 8	N/A
Gear Ratio: 9	N/A
Gear Ratio: 10.....	N/A
Gear Ratio: 11.....	N/A
Gear Ratio: 12.....	N/A
Gear Ratio: 13.....	N/A
Gear Ratio: 14.....	N/A
Gear Ratio: 15.....	N/A
Gear Ratio: 16.....	N/A
Gear Ratio: 17.....	N/A
Gear Ratio: 18.....	N/A
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
Low Gear Ratio.....	N/A
High Gear Ratio	N/A
Transfer Case (373).....	NO TRANSFER CASE
Low Gear Ratio.....	N/A
High Gear Ratio	N/A
Rear Axle (420).....	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds	1
Rear Axle Gear Ratio(s).....	6.14 REAR AXLE RATIO
Rear Tires (094).....	BRIDGESTONE ECOPIA M710 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile.....	497

TABLE SUMMARY - OPERATING RANGE

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1	4.59	6.14	28.18	0	11.1
2	2.25	6.14	13.82	14.0	22.7
3	1.54	6.14	9.46	20.4	33.2
4	1.00	6.14	6.14	31.5	51.1
5	0.75	6.14	4.60	41.9	68.2
6	0.65	6.14	3.99	48.4	78.6

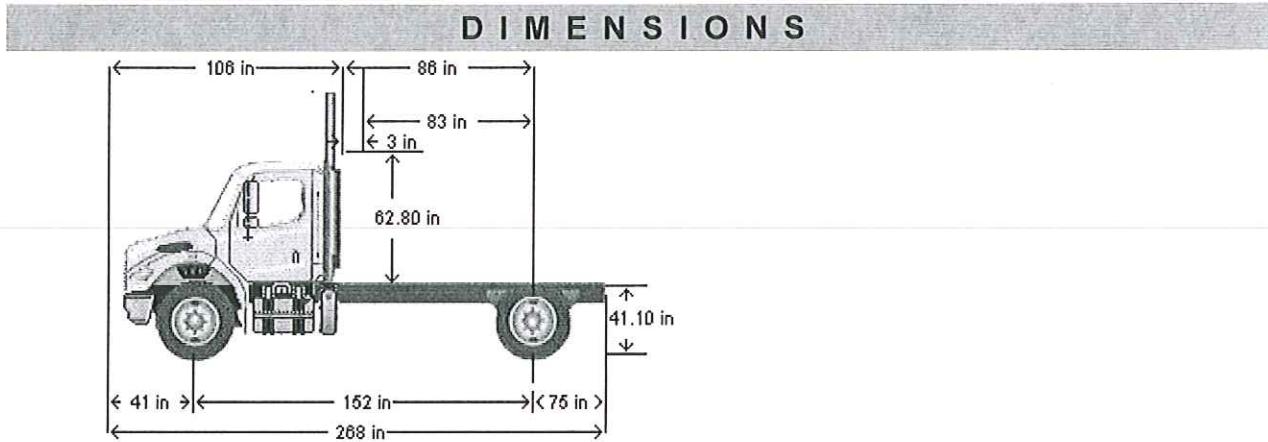
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VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....	M2106
Wheelbase (545)	3850MM (152 INCH) WHEELBASE
Rear Frame Overhang (552).....	1900MM (75 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577).....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	.0
Maximum Rearward Position (in)0
Amount of Slide Travel (in).....	.0
Slide Increment (in).....	.0
Desired Slide Position (in).....	.0
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016).....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	86.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	83.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	161.4
Cab Height (CH)	62.8
Wheelbase (WB)	152.0
Frame Overhang (OH)	75.0
Overall Length (OAL)	267.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.1

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GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model.....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	12000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	23000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	35000
Expected GCW (lbs)	45000.0
Front Axle (400).....	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620).....	12,000# DUAL TAPERLEAF FRONT SUSPENSION
Front Hubs (418).....	CONMET PRESET PLUS IRON FRONT HUBS
Front Disc Wheels (502) MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS	
Front Tires (093).....	BRIDGESTONE ECOPIA R268 11R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW THP-60 POWER STEERING
Rear Axle (420).....	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622).....	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
Rear Hubs (450)	CONMET PRESET PLUS IRON REAR HUBS
Rear Disc Wheels (505).....	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
Rear Tires (094).....	BRIDGESTONE ECOPIA M710 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423).....	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626).....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

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	Front	Rear
Axle Component Weight Ratings		
Axles	12000	23000
Suspension	12000	23000
Hubs	14700	26000
Brakes	13200	23000
Wheels	14800	29600
Tires	12350	23360
Power Steering	13300	N/A
GAWR (per axle)	12000	23000
GAWR (per axle system)	12000	23000
Expected Load (per axle system)	12000	23000
Vehicle GVWR Summary		
Calculated GVWR	35000	
Expected GVWR	35000	

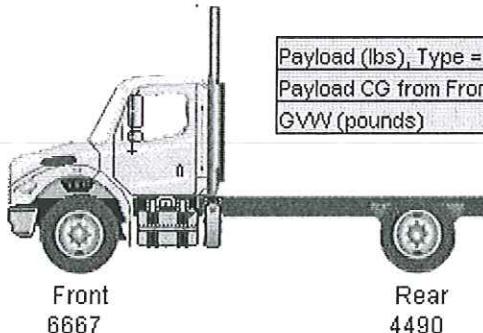
All weights displayed in pounds

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TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model.....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	12000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	23000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	35000
Expected GCW (lbs)	45000.0
Wheelbase (545)	3850MM (152 INCH) WHEELBASE
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Front Axle to Back of Cab (in).....	65.551
Cab to Body Clearance (in).....	3.0
Front Axle to Body (in)	68.551
Truck Configuration (AA3).....	END DUMP BODY
Body Length (ft)	12.0
Body Weight (lbs).....	0.0
Body Horiz CG from Body Front (ft).....	5.9
Body Front to Rear Axle(s) CL (ft)	6.95
Driver Weight (lbs)	500.0
Driver Horizontal CG from Front Axle (in).....	46.302
Left-Hand Fuel Tank (204)	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH
Left Fuel Tank Horizontal CG (in).....	47.342
Right-Hand Fuel Tank (206).....	NO RH FUEL TANK
Right Fuel Tank Horizontal CG (in).....	0

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TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Rear(s)	Total
Chassis Tare	6043	4200	10243
Fuel / Oil	276	138	414
Driver	348	152	500
Dealer Installed Options	0	0	0
Accessories	0	0	0
Body	0	0	0
Truck Tare Weight	6667	4490	11157
Payload	0	0	0
Calculated Axle Loads	6667	4490	11157
Expected Axle Loads / GVW	12000	23000	35000
GAWR / GVWR	12000	23000	35000
Payload CG From Front of Body		6 feet	
Payload CG From Front Axle		11.7 feet	
Payload Distribution		Variable	
All weights displayed in pounds			

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FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545)	3850MM (152 INCH) WHEELBASE
Frame Rails (546)	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
Yield Strength (psi).....	120000
Section Modulus (per rail) (cu in).....	16.979
RBM (per rail) (lbf-in).....	2037600
Inner Frame Reinforcement (547)	NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548)	NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	3850MM (152 INCH) WHEELBASE
Frame	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	16.98
Frame RBM - per rail (lbf-in)	2037600

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Agenda Item:

3A. Ordinance No. 2017-09, amending Chapter 26 "Buildings and Building Regulations", Article VIII "Building Board of Adjustment and Appeals" of the Code of Ordinances of the City of Kerrville, Texas, by amending the membership qualifications for said board and ending the term limits; containing a cumulative clause; containing a savings and severability clause; establishing an effective date; and providing other matters related to the subject. (staff)

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

SUBJECT: Second and Final Reading: Ordinance No. 2017-09, amending Chapter 26 "Buildings and Building Regulations", Article VIII "Building Board of Adjustment and Appeals" by amending the membership qualifications for said board and ending the term limits

FOR AGENDA OF: April 25, 2017

DATE SUBMITTED: April 18, 2017

SUBMITTED BY: Brenda Craig
City Secretary

CLEARANCES: Don Davis, Interim City Manager
Mike Hayes, City Attorney

EXHIBITS: Ordinance No. 2017-09



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City Council gave direction to staff on February 21 to prepare an ordinance to eliminate the term limits on the Building Board of Adjustment and Appeals.

Staff also recommends deleting the requirement that members must operate or be employed by a business located in the city in order to make it easier to find persons to serve on the board.

There have been no changes since first reading.

RECOMMENDED ACTION

Staff recommends approval of Ordinance No. 2017-09 amending Chapter 26 "Buildings and Building Regulations", Article VIII "Building Board of Adjustment and Appeals" by amending the membership qualifications for said board and ending the term limits.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-09

AN ORDINANCE AMENDING CHAPTER 26 "BUILDINGS AND BUILDING REGULATIONS", ARTICLE VIII "BUILDING BOARD OF ADJUSTMENT AND APPEALS" OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY AMENDING THE MEMBERSHIP QUALIFICATIONS FOR SAID BOARD AND ENDING THE TERM LIMITS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City Council previously created a single, multi-trade board known as the Building Board of Adjustment and Appeals ("Board"), as found within Chapter 26 of the City's Code of Ordinances; and

WHEREAS, City Council created the Board to hear appeals, grant variances, and to recommend amendments to and the adoption of standardized building codes to be considered for adoption by Council; and

WHEREAS, in an effort to address inefficiencies with respect to the appointment of members and the operation of the Board, City staff previously recommended amending Chapter 26 to change the qualifications for the Board to provide greater flexibility in making Board appointments and to remove the term limits; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend the membership qualifications and to end the term limits for the Board in the manner and for the reasons provided above;

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

SECTION ONE. Chapter 26 "Buildings and Building Regulations", Article VIII "Building Board of Adjustment and Appeals" of the Code of Ordinances of the City is amended by amending Section 26-250, subsection (d) by deleting the language that is bracketed and stricken (**[deleted]**) as follows:

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

⋮

⋮

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

SECTION TWO. Chapter 26 "Buildings and Building Regulations", Article VIII "Building Board of Adjustment and Appeals" of the Code of Ordinances of the City is amended by amending Section 26-250, subsection (f) by deleting it in its entirety as indicated by the language that is bracketed and stricken (**[deleted]**) as follows:

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

⋮

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

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

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

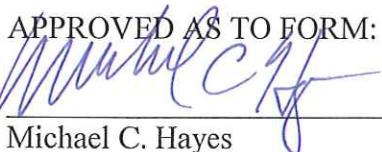
SECTION FIVE. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, hereby declares that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

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

PASSED AND APPROVED ON FIRST READING, this the 11th day of April, A.D., 2017.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the day of , A.D., 2017.

Bonnie White, Mayor

APPROVED AS TO FORM:

Michael C. Hayes

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

3B. Ordinance No. 2017-10, amending Chapter 66 "Library," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Library Advisory Board" to remove the requirement of ex officio members and to require quarterly meetings; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject. (staff)

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

SUBJECT: Second and final reading: Ordinance No. 2017-10, amending Chapter 66 "Library," by amending Article II "Library Advisory Board" to remove the requirement of ex officio members and to require quarterly meetings

FOR AGENDA OF: April 25, 2017

DATE SUBMITTED: April 21, 2017

SUBMITTED BY: Brenda Craig
City Secretary

CLEARANCES: Don Davis, Interim City Manager
Mike Hayes, City Attorney

EXHIBITS: Ordinance No. 2017-10

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

City Council directed staff on February 21 to prepare an ordinance to remove the ex-officio positions on the Library Advisory Board and to change the meeting schedule to quarterly. Staff also recommended removing references to the county.

There have been no changes since first reading.

RECOMMENDED ACTION

Staff recommends approval of Ordinance No. 2017-10.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-10**

**AN ORDINANCE AMENDING CHAPTER 66 “LIBRARY,”
OF THE CODE OF ORDINANCES OF THE CITY OF
KERRVILLE, TEXAS, BY AMENDING ARTICLE II
“LIBRARY ADVISORY BOARD” TO REMOVE THE
REQUIREMENT OF EX OFFICIO MEMBERS AND TO
REQUIRE QUARTERLY MEETINGS; CONTAINING A
CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND
SEVERABILITY CLAUSE; AND PROVIDING OTHER
MATTERS RELATING TO THIS SUBJECT**

WHEREAS, the City of Kerrville, Texas (“City”), owns and administers the Butt-Holdsworth Memorial Library (“Library”); and

WHEREAS, the City Council previously established a Library Advisory Board (“LAB”) for the purpose of advising and making recommendations to the City Council on matters pertaining to the Library; and

WHEREAS, City Council recently reviewed the make-up and functions of the LAB and agreed to make amendments, including to remove the requirement of ex officio members and to require at least quarterly meetings for the LAB; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 66, Article II of the Code of Ordinances of the City of Kerrville to revise the LAB as provided above;

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

SECTION ONE. Chapter 66 “Library,” Article II “Library Advisory Board” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 66-31, by deleting the language that is bracketed and stricken (~~[deleted]~~) and adding the language that is underlined (added) as follows:

“**Sec. 66-31. – Definitions.**

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[*Commissioners court* means the governing body of Kerr County, Texas.]

[*County* means Kerr County, Texas.]

Library means the Butt-Holdsworth Memorial Library and its campus to include the history center.”

SECTION TWO. Chapter 66 "Library," Article II "Library Advisory Board" of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 66-34, subsection (b) by deleting it in its entirety as indicated by the language that is bracketed and stricken (**[deleted]**) as follows:

"Sec. 66-34. Composition of and appointment to the Board; ex-officio members; terms; vacancies; absences, officers, compensation; meetings.

[~~(b) Ex-officio members. Ex-officio members of the board shall consist of a member of the Council and the Library Director. Such ex-officio members shall serve without voting privileges and may act in an advisory capacity to the board.~~]

SECTION THREE. Chapter 66 "Library," Article II "Library Advisory Board" of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 66-34, subsection (h) by adding the language that is underlined (underlined) as follows:

"Sec. 66-34. Composition of and appointment to the Board; ex-officio members; terms; vacancies; absences, officers, compensation; meetings.

(h) Meetings. The board shall meet at least quarterly and on dates and times as agreed upon by the board members, which schedule may be changed from time to time. All such meetings of the board shall be held in accordance with the Texas Open Meetings Act."

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

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

SECTION SIX. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause,

or phrase hereof irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

PASSED AND APPROVED ON FIRST READING, this the 11th day of April, 2017.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the day of , 2017.

Bonnie White, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

3C. Ordinance No. 2017-11, amending the budget for Fiscal Year 2017 to authorize the transfer of a portion of the unassigned fund balance within the general fund to the general asset replacement fund. (staff)

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

SUBJECT: Second reading of an ordinance amending the FY2017 Budget

FOR AGENDA OF: April 25, 2017

DATE SUBMITTED: April 12, 2017

SUBMITTED BY: Sandra Yarbrough *OK* **CLEARANCES:** Don Davis
Director of Finance Interim City Manager

EXHIBITS: Ordinance Amending FY2017 Budget
Attachment A – detailing changes

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$ 750,000.00	\$	\$	

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The attached ordinance provides for the third amendment to the FY2017 budget. There is one transaction included in this amendment as shown on Attachment A.

1. Transfer \$750,000.00 from the General Fund to the General Asset Replacement Fund.

Per the Management's Discussion and Analysis section of the FY2016 Comprehensive Annual Financial Report presented to City Council on March 8, 2017, the General Fund's unassigned fund balance as of September 30, 2016 was \$7,879,828 or 34% of General Fund expenditures.

The city's Financial Management Policy states that the General Fund shall maintain an unassigned fund balance equal to 15 to 25 percent of the fund's annual operating expenditures. Fund balance that exceeds the minimum level established may be appropriated for non-recurring capital or debt.

This budget amendment proposes transferring a portion of the excess unassigned fund balance to the General Asset Replacement Fund, to be used for non-recurring capital purchases. After the transfer is made, we still anticipate ending FY2017 above our goal with a 28% unassigned fund balance.

This transfer will serve as pay-as-you-go funding to replace fixed assets that have reached their useful life such as fire trucks, dump trucks, ambulances, and other vehicles and equipment used in daily operations. During the downturn of the economy the replacement of several vehicles and equipment items was delayed resulting in many assets being used well past their useful life. Annually during the planning segment of the annual budget vehicles and equipment are evaluated by age, mileage or hour usage, type of service use, reliability, maintenance and repairs costs, and condition by department staff where the vehicle or equipment is assigned and

central garage staff. All expenditures for asset replacements which are greater than \$50,000 are presented to Council for review and approval prior to purchase as defined in the adopted purchasing policy.

RECOMMENDED ACTION

It is recommended that the City Council approve the second reading of the ordinance amending the FY2017 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-11

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2017 TO
AUTHORIZE THE TRANSFER OF A PORTION OF THE UNASSIGNED
FUND BALANCE WITHIN THE GENERAL FUND TO THE GENERAL
ASSET REPLACEMENT FUND**

WHEREAS, Ordinance No. 2016-15 dated September 27, 2016 adopted the Fiscal Year 2017 Budget for the City of Kerrville, Texas; and

WHEREAS, the City Council finds that amending the City's Fiscal Year 2017 Budget is in the best interest of the citizens of the City of Kerrville;

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

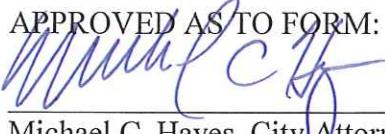
In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2017 is amended as set forth in **Attachment A**.

April PASSED AND APPROVED ON FIRST READING, this the 11th day of April, A.D., 2017.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2017.

Bonnie White, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Attachment A - Budget Amendment - February 2017

Agenda Item:

4A. Ordinance No. 2017-12 amending Chapter 74 "Parks and Recreation," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Parks and Recreation Advisory Board" to increase the number of members from eight to nine and to clarify the responsibilities and expectations of the board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject. (staff)

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

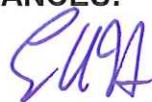
SUBJECT: Ordinance amending Chapter 74 "Parks and Recreation," by amending Article II "Parks and Recreation Advisory Board"

FOR AGENDA OF: April 25, 2017

DATE SUBMITTED: April 18, 2017

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

CLEARANCES: E.A. Hoppe
Deputy City Manager



EXHIBITS: Ordinance



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Pursuant to City Council direction on February 21st, attached is an amended ordinance for the Parks and Recreation Advisory Board. Also included in these amendments are additional staff recommendations. The amendments are outlined below.

- Change the meetings from monthly to quarterly;
- Increase the number of board members from eight to nine;
- Remove the councilmember ex officio;
- Revise the duties and powers to reflect the needs of the department; and
- Addition of an expectations section outlining specific expectations of the board.

This will require two ordinance readings. If approved tonight, the second reading will occur on May 9, 2017.

RECOMMENDED ACTION

Staff recommends approval of the Ordinance as presented.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-12

AN ORDINANCE AMENDING CHAPTER 74 "PARKS AND RECREATION," OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY AMENDING ARTICLE II "PARKS AND RECREATION ADVISORY BOARD" TO INCREASE THE NUMBER OF MEMBERS FROM EIGHT TO NINE AND TO CLARIFY THE RESPONSIBILITIES AND EXPECTATIONS OF THE BOARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, the City of Kerrville, Texas ("City"), owns and operates a number of public parks, recreational areas, and athletic facilities (collectively referred to herein as "Parks") within the City; and

WHEREAS, the City Council previously established a Parks and Recreation Advisory Board ("Board") for the purpose of advising and making recommendations to the City Council on matters pertaining to the Parks; and

WHEREAS, City Council recently reviewed the make-up and functions of the Board and now agrees to increase the number of Board members from eight to nine, clarify its duties, and to provide other changes; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 74, Article II of the Code of Ordinances of the City of Kerrville to revise the Board as provided above;

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

SECTION ONE. Chapter 74 "Parks and Recreation," Article II "Parks and Recreation Advisory Board" of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-32, by deleting the language that is bracketed and stricken (~~[deleted]~~) and adding the language that is underlined (added) as follows:

"Sec. 74-32. - Creation; composition and interests.

There is hereby created and established a Parks and Recreation Advisory Board, to be composed of nine ~~eight~~ members, a majority of whom shall be residents of the City, and all of whom shall be residents of the county; and such board shall be officially designated as the Parks and Recreation Advisory Board. Membership on the Board should include persons interested in public parks and public recreation and persons who are knowledgeable in recreation matters, to include the City's golf, tennis, and sports facilities."

SECTION TWO. Chapter 74 “Parks and Recreation,” Article II “Parks and Recreation Advisory Board” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-35, by deleting the language that is bracketed and stricken (~~deleted~~) and adding the language that is underlined (added) as follows:

“Sec. 74-35. - Ex-officio members.

~~[A member of the city council, the]~~ The City Manager ~~([or [his]])~~(,) and the Director of Parks and Recreation shall be ex officio members of the ~~[parks-and-recreation advisory]~~ Board, without voting privileges, and shall act in an advisory capacity to the Board.”

SECTION THREE. Chapter 74 “Parks and Recreation,” Article II “Parks and Recreation Advisory Board” of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-37, by deleting the language that is bracketed and stricken (~~deleted~~) and adding the language that is underlined (added) as follows:

“Sec. 74-37. - Duties and powers.

The ~~[parks-and-recreation advisory]~~ Board shall constitute an advisory board to the City Council ~~[and shall periodically assist city staff in procedural matters]~~. ~~[The board shall have authority to hold hearings in the city and to consider and make recommendations to the city council in writing, from time to time, on any and all matters pertaining to the city's parks and recreation system.]~~ The Board shall advise the City Council regarding the development, improvement, equipment, programming, and maintenance of all land and facilities managed by the Parks and Recreation Department. In addition, the Board shall promote close cooperation between the City and its citizens, institutions, and agencies interested in or conducting recreational activities, so that recreational resources within the City may be coordinated to secure the greatest public welfare.

SECTION FOUR. Chapter 74 “Parks and Recreation,” Article II “Parks and Recreation Advisory Board” of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Section 74-39 as indicated by the language that is underlined (added) as follows:

“Sec. 74-39. - Expectations of Board.

Board members are expected to comply with the following expectations:

- (1) Attend meetings on a regular basis and be an active user, participant, or attendee of the City's parks, recreational areas, and/or facilities.
- (2) Advocate for the Parks and Recreation Department.

- (3) Assist with the marketing of activities of the Parks and Recreation Department, including special events, programs, and the usage of the City's parks, recreational areas, and facilities.
- (4) Assist in planning, marketing, and/or volunteering with the various activities, special events, and programs.
- (5) Assist the Parks and Recreation Department with the recruitment of volunteers."

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

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

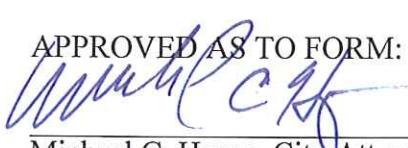
SECTION SEVEN. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas hereby declares that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

PASSED AND APPROVED ON FIRST READING, this the _____ day of _____, 2017.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, 2017.

Bonnie White, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

5A. Application to City of Kerrville, Texas Economic Improvement Corporation for funding to renovate the Doyle Community Center. (Jack Pratt)

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

SUBJECT: To apply for EIC Funding to Renovate Doyle Community Center

AGENDA DATE: Next

DATE SUBMITTED: April 17, 2017

REQUESTED/SUBMITTED BY: Jack Pratt **PHONE:** 830-928-7900

ORGANIZATION REPRESENTING: None

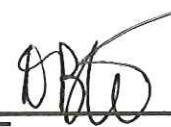
EMAIL ADDRESS: Jpratt@jackpratt.net

EXHIBITS/INFORMATION: Program Proposal, Rationale and Facility Needs;
Financial Analysis

APPROVED FOR SUBMITTAL BY CITY MANAGER:

**WILL THIS ITEM REQUIRE CITY COUNCIL TO AUTHORIZE THE
Expenditure OF CITY FUNDS?** YES: NO:

IF YES, STATE AMOUNT REQUESTED: \$ _____



DESCRIPTION OF REQUEST

BACKGROUND. The Doyle School was the public school for black students in Kerrville. The school had students from the first through twelfth grade. With the closing of Doyle in the fall of 1963, many of the most educated people in the community were dispersed, and local programs for rounding students and enlightening the community ceased. It was the hope of the community that some of that community spark could be reignited through a community center. In August 2003, the Doyle School Community Center opened its doors for the first time in 40 years.

PRESENT. The Doyle School Community Center is a 501(c)(3) non-profit corporation, organized in the state of Texas. The Center is completely funded by contributions from individuals, businesses, and other sources. The Doyle Community Center is used for neighborhood and family events, afterschool programs, senior citizen services, after school meals for children, food pantry, and local service resources offices.

CHALLENGE. The facility's physical conditions are in dire need of repairs. These have occurred over time due to lack of needed funds. Conditions have caused some programs to relocate elsewhere, other programs diminished, and prevented other programs from getting started.

REQUEST. To renovate Doyle Community Center in a manner that makes it fully functional to meet community needs, to provide opportunities for growth, personal improvement, community development, and education for all of Kerrville, while focusing, in particular, on the low-income neighborhood around the Center.

RECOMMENDED COUNCIL ACTION. The City apply to the Kerrville Economic Improvement Corporation for renovation funding in the amount of \$600,000.

DOYLE COMMUNITY CENTER Renovation

Minimum amount of work needed to be accomplished to bring the building into compliance with electrical and fire codes and provide an energy efficient and functioning facility.

225,000

Demolish all existing acoustical lay-in ceilings and sheetrock ceilings

Remove all existing HVAC ductwork and equipment

Remove all existing electrical wiring, switching, and panels

Make required modifications and updates to existing fire alarm system

Install new acoustical lay-in ceiling system throughout

Provide new HVAC system with four heat pump units and all ducting

Provide all new electrical panels, wiring, switches and lighting.

All existing floor and wall finishes would remain with the exception of patch and repair as required for the installation of the above work.

Convert the current storage/copy room into a new women's restroom and bring the existing men's restroom up to ADA standards.

55,000

At existing men's restroom remove two water closets and install new ADA compliant toilet. Rework existing partitions to make ADA compliant

Provide new ADA compliant countertops and sinks in both restrooms

Demo existing finishes in Copy/Storage room

Construct new women's restroom with ceramic tile floors and walls, toilet partitions and accessories and all necessary finishes.

We propose to complete the above restroom renovation work for Forty Five Thousand Dollars (\$45,000).

115,000

(Renovations to the existing kitchen based on drawings generated by Peter Lewis Architect + Associates in July of 2005.)

Remove all existing appliances and haul off

Sawcut and remove the existing concrete floor

Install new floor drain and plumbing water and waste lines

Pour back new concrete floor

Construct new exterior CMU block storage closet for water heater

Install new walls and ceilings as noted on drawings

New slip resistant tile flooring

Paint new and existing walls with epoxy paint

Allowance for kitchen equipment and appliances

25,000

Program	Structure	Rationale/Purpose	Facility Needs
Meals for children during periods they are out of school	Simple, nutritious meals (one or two a day?) for individuals that "drop in." (from the neighborhood)	Often youth do not get adequate nutrition when not at school for the free and reduced lunch program.	<ul style="list-style-type: none"> • Kitchen. • Indoors: <ul style="list-style-type: none"> ◦ Tables and Chairs
Food pantry	Nonperishables to be picked up by neighborhood individuals; also diapers and formula.	<p>There are many young mothers in this neighborhood that do not use WIC but could use occasional assistance to provide nutritional meals for their babies.</p> <p>There are many families whose money runs out before payday.</p>	<ul style="list-style-type: none"> • Vermin free storage. • Shelving.
A Central Resource Area with scheduled days for local social service resource offices to be present	Have an office that is designated rent free for resources such as: <ul style="list-style-type: none"> • Rape Crisis assistance • Alcoholics Anonymous • Domestic Violence Counseling • Immigration assistance • Early Childhood intervention for special needs 	While Kerrville has the transition center, and many, many resources for people in need, the individuals from the Doyle School Community Center Neighborhood often will not leave the neighborhood to seek these out. We believe that if we bring these resources TO the citizens then more people will be helped.	<p>Office Space</p> <p>Welcoming space to visit Kitchen to prepare and store snacks</p>
Other overall facility needs to enhance program opportunities	Bathroom renovation to create a Boys Room and a Girls Room that is ADA compliant, and able to be kept cleaner	Removal/relocation of storage that was put in the original entrance and back door vestibules so that these entrance and egress can be used again.	<p>Heating and cooling system update</p> <p>Lighting update, with the possibility of removing drop down ceilings and take the ceiling back up to above the windows.</p> <p>Pavilion Repair (ceiling and roof, electrical, floor resurfacing and new basketball goals)</p> <p>Repair and replace playground equipment.</p>

Doyle School Community Center

Program Proposal, Rationale and Facility Needs

Program	Structure	Rationale/Purpose	Facility Needs
Quarterly Events	Evening neighborhood/family events around a theme or topic (back to school, Christmas, Black History Month, High School Seniors Celebration, National Night Out)	These programs bring the entire neighborhood out to see neighbors and build collaboration.	<ul style="list-style-type: none"> • Indoor space for auditorium and table seating. • Tables, chairs. • Kitchen/prep area • Outdoor play space <ul style="list-style-type: none"> ◦ (current pavilion needs to have the roof and ceiling repaired) • Picnic tables • Electrical outlets
Afterschool Programs	Lightly structured, 3:30-5:00 snacks, playground supervision, homework help, reading, board games, mentoring. Having access to children in the afternoons would allow 4-H, Boy Scouts, Girl Scouts, Y sports and churches to collaborate and provide programs for youth in the neighborhood.	Providing supervision to youth of the neighborhood will give all children access to a nutritious snack, positive interaction with others in a supervised space and program.	<ul style="list-style-type: none"> • Classroom space with <ul style="list-style-type: none"> ◦ tables, chairs. ◦ Books ◦ Couches ◦ Snack prep area ◦ Toys and toy storage ◦ Playground equipment ◦ Outdoor play space • (current pavilion needs to have the roof and ceiling repaired)
Senior Citizen Services	Bi weekly luncheons Planned educational resource programs	Within this neighborhood, senior citizens need an opportunity to gather and have access to resources that they will not seek outside of the neighborhood.	<p>Indoors:</p> <ul style="list-style-type: none"> • Kitchen prep area • Tables, chairs

Agenda Item:

5B. Resolution No. 10-2017 amending the Ethics Polity for Elected and Appointed Officials – City of Kerrville, Texas as previously adopted by Resolution No. 40-2013; said amendments concerning the meeting preparation, communications, and the confidentiality of specific information. (staff)

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

SUBJECT: Amendments to the Ethics Policy for Elected and Appointed Officials –
City of Kerrville, Texas

FOR AGENDA OF: April 25, 2017 **DATE SUBMITTED:** April 18, 2017

SUBMITTED BY: Don Davis **CLEARANCES:**
Interim City Manager

EXHIBITS: Ethics Policy



APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

At the February 21 work session, City Council discussed several topics, and Council has acted on some of those topics by placing them in the Meeting Rules. At the April 11 council meeting, you voted to add the remainder of these issues to the Ethics Policy. The amended Ethics Policy is attached..

1. Council to submit questions to staff prior to meetings to allow time to research; this would make meetings more efficient.
2. When staff provides information, conversations, emails, etc. to council, such should be considered privileged information until city council takes action on the subject. It is inappropriate to provide such information to citizens or the media.
3. If a councilmember quotes a document or receives information on an agenda item, they should provide a copy of the documents/information to all councilmembers prior to the meeting.
4. Council attendance at board meetings should be avoided.

Council may also wish to discuss other topics for inclusion or amendment to the Ethics Policy.

RECOMMENDED ACTION

Approve the amended Ethics Policy.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 10-2017

A RESOLUTION AMENDING THE *ETHICS POLICY FOR ELECTED AND APPOINTED OFFICIALS* – CITY OF KERRVILLE, TEXAS, AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 40-2013; SAID AMENDMENTS CONCERNING MEETING PREPARATION, COMMUNICATIONS, AND THE CONFIDENTIALITY OF SPECIFIC INFORMATION

WHEREAS, City officials of the City of Kerrville, Texas, should conduct public business in a way that encourages and ensures the highest standards of personal and public conduct during their time in office; and

WHEREAS, pursuant to this goal, City Council, on October 8, 2013, by the adoption of Resolution No. 40-2013, adopted the *Ethics Policy for Elected and Appointed Officials – City of Kerrville, Texas* (the “Policy”), as a way of maintaining the public’s confidence and trust in their elective officials, representatives, and decision-makers for the City, each of whom must remain independent, impartial, and accountable to the citizens that they serve; and

WHEREAS, City Council recently discussed the Policy and directed staff to come up with amendments to address meeting preparation, communications, and the confidentiality of specific information; and

WHEREAS, the City Council for the City of Kerrville, Texas, finds that the amendments generally described above will serve and promote the public interest, and as such, hereby adopts such amendments into the Policy;

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

The *Ethics Policy for Elected and Appointed Officials – City of Kerrville, Texas*, attached at **Exhibit A** and originally adopted by Resolution No. 40-2013, is amended by the language that is underlined (added) and is effective immediately.

PASSED AND APPROVED ON this the _____ day of _____ A.D., 2017.

ATTEST

Bonnie White, Mayor

Brenda G. Craig, City Secretary

Michael C. Hayes
APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

DRAFT 4/19/17

ETHICS POLICY for Elected and Appointed Officials - City of Kerrville, Texas

I. Purpose.

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

II. Goals.

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

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

III. Definitions.

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

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

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

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

IV. Standards of Conduct.

A. *Act in the Public Interest:* Recognizing that stewardship of the public interest must be their primary concern, City Officials shall work for the common good of the whole City and not for any private or personal interest. Furthermore, each City Official shall assure fair and equal treatment of all persons and matters presented to them in their service to the City. City Officials are prohibited from using their positions to influence any City-government decision in which

DRAFT 4/19/17

they have a personal interest. Under the City Charter, City Council assumes the duties of office without party or partisan mark or designation.

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

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

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

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

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

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

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

DRAFT 4/19/17

other City Officials, or at a minimum, provide the citation to where the information may be found.

I. Strict Confidentiality:

1. In the course of performing official duties, City Officials may, and City Council will, be privy to confidential information, defined as any information that the City Official is notified is confidential at the time it is shared with the member or that a reasonable person would understand to be confidential from the totality of the circumstances surrounding how the member is made aware of the information. Every City Official shall maintain the strictest confidentiality of all such information received, regardless of whether said information is discussed in an Executive Session. No City Official shall divulge or cause or permit to be disclosed any confidential information to any person not included in the communication by which the City Official received the confidential information.
2. Legal counsel from and matters discussed with the City Attorney are confidential and legally protected by the attorney-client privilege. This privilege belongs to the entire City Council or Board and may be waived only by majority vote of the Council or Board. No member of Council or Board member shall divulge or disclose any such privileged matter unless the Council or Board has voted to waive the privilege.

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

1. Ch. 171, Tx. Local Gov't Code – requires City Council and some City Officials to file an affidavit disclosing a substantial interest in a business or property that would be beneficially affected by a decision of the Council or Board and thereafter abstaining from participation in discussion and a vote. Once disclosure is made, the City Official shall leave the meeting to ensure their presence does not hinder the discussion of the item or influence the vote.
2. Ch. 176, Tx. Local Gov't Code – requires City Council to file a conflicts disclosure statement disclosing any business relationship with a person or business doing business with the City or being considered by the City for a business relationship.
3. Section 176.003(a)(2)(B), Tx. Local Gov't Code – requires the disclosure of gifts of an aggregate value of more than \$250.00 in a twelve (12) month period, other than gifts of food, lodging, transportation, or entertainment and accepted as a gift.
4. Sections 553.001-553.003, Tx. Gov't Code – requires the filing of an affidavit before the date the City will acquire a property in which a public servant has an interest.
5. Chs. 36 and 39, Tx. Penal Code – penal Code provisions concerning corruption, including Section 36.02 prohibiting bribes, Section 36.08(d) prohibiting illegal benefits,

DRAFT 4/19/17

Section 36.09 prohibiting receipt of prohibited gifts, Section 39.02 concerning abuse of official capacity, and Section 39.06(a) concerning misuse of official information.

- | **IK. Advocacy:** City Officials shall not utilize the City's name or logo for purposes of endorsing any political candidate or business. City Officials shall only represent the official policies or positions of the City Council or Board to the best of their ability, and such representation may only occur upon receiving the specific approval of City Council or Board. When presenting their individual opinions and positions, City Officials shall explicitly state they do not represent their body or the City nor will they allow any inference that they do.
- | **JL. Confidential Information:** City Officials shall respect the confidentiality of information concerning City property, personnel, or proceedings of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal interests.
- | **KM. Use of Public Resources:** City Officials shall not use public resources generally unavailable to the public, such as City staff time, equipment, supplies, or facilities for private gain or personal purposes.
- | **LN. Representation of Private Interests:** In keeping with their role as stewards of public interests, City Officials shall not appear on behalf of private interests of third parties before the Council or Board.
- | **MO. Policy Role of City Officials:** City Officials shall respect and adhere to the City's governmental structure as outlined in the City's charter, policies, and procedures. In this structure, the City Council determines the policies of the City with information, analysis, and advice provided by the public, Boards, and staff. City Officials therefore shall not interfere with the administrative functions of the City or the professional duties of the City staff; nor shall they impair the ability of staff to implement Council policy decisions. Similarly, City Council should not attend meetings of Boards, as doing so may work to cause improper or even undue influence no matter how well-intentioned, and may raise an issue of due process.
- | **NP. Independence of Boards:** Because of the value of the independent advice of Boards to the public decision-making process, City Officials shall refrain from using their position to unduly influence the deliberations or outcomes of Board proceedings.
- | **QQ. Positive Workplace Environment:** City Officials shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses interacting with the City. City Officials shall recognize their special role in dealing with City employees and refrain from creating the perception of inappropriate direction to staff.

V. Implementation.

DRAFT 4/19/17

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

VI. Compliance and Enforcement.

The Policy expresses standards of ethical conduct expected for City Officials. City Officials have the primary responsibility to assure that ethical standards are understood and met and that the public maintains full confidence in the integrity of City government. Councilmembers, as well as Board members, have the responsibility to intervene when a City Official's actions appear to be in violation of the Policy and such actions or inactions are brought to their attention. The City Council may impose sanctions, such as reprimand, formal censure, or loss of assignment on a City Official whose conduct does not comply with this Policy. The City Council also may act to remove members of Boards from office.

DRAFT 4/19/17

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

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

- Recognize the worth of City Officials and employees and appreciate their individual talents, perspectives, and contributions;
- Help create an atmosphere of respect and civility where the public, City Officials, and City staff are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of the City;
- Treat all people with whom I come in contact in a manner I wish to be treated;
- Before speaking or acting, I will ask myself the following questions:
 1. Is it the truth?
 2. Is it fair to all concerned?
 3. Will it build goodwill and better relationships?
 4. Will it be beneficial to all concerned?

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

Name; Position; Council, Board, etc.

Signature

Date

Agenda Item:

6A. Budget and economic update. (staff)

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

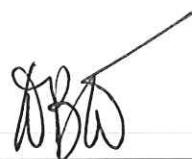
SUBJECT: Budget/Economic Update Ending March 31, 2017

FOR AGENDA OF: April 25, 2017 **DATE SUBMITTED:** April 13, 2017

SUBMITTED BY: Sandra Yarbrough *OK* **CLEARANCES:** Don Davis
Director of Finance Interim City Manager

EXHIBITS: Budget and 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

General Fund revenues received as of March 31, 2017 are \$19,391,011 or 69.98% of budget with expenses at \$13,827,391 or at 49.90% of budget. Property tax collections were 96.80% of budget and 1.99% over same period in prior year. The bulk of property tax was collected by the January 31 deadline; collections in the following months will be in smaller increments and considered delinquent with penalty and interest also due. Sales tax collections are at 52.28% of budget and 6.02% over same time period in prior year. March sales tax collections reflect local sales in January.

Water and Sewer Fund revenues received as of March 31, 2017 are \$5,550,146 or 45.90% of budget with expense at \$5,636,339 or 46.61% of budget. Water sales are 43.49% of budget and .24% under same period prior year. Sewer service is at 47.72% of budget and 2.72% over same time period in prior year. Water consumption billed in March is part of the residential water winter averaging used for sewer calculations to be applied beginning with April utility billings.

Hotel Motel Fund revenue received as of March 31, 2017 is \$504,508 or 45.91% of budget with expenses at \$500,200 or 46.75% of budget. March occupancy tax collections were collected locally in February from persons visiting Kerrville. Revenues will continue to increase with tourist season escalating in the coming months.

Community Investment Plan most active projects are shown with some nearing completion. Shown is the project budgeted amount, invoices paid during current month, project to date expense, and remaining funds available for project. This report reflects financial activity only

and does not reflect percentage or status of project completion.

Permits issued for new residential locations since October 2016 were 25.

Value of new and remodel commercial permits issued in February was \$6,644,950. Commercial permits issued for new locations and major improvements are an estimated value of \$13,921,950 for fiscal year-to-date.

Property values or increase in property value for new construction and major improvements for residential and commercial sites will be reflected on the property tax roll in the tax year following completion of construction or improvements.

Real estate transactions remain steady with a moderate inventory available.

Unemployment at national, state, and local levels has remained at a relatively low percentage for several months.

Active water accounts: 10,812 residential units, 1,648 commercial units, 515 irrigation meters; an increase of 60 accounts over same period in prior year. Active sewer accounts: 10,663 residential units, 1,327 commercial units; an increase of 59 accounts over same period in prior year. Active garbage accounts: 8,024 residential only.

RECOMMENDED ACTION

Report is for information purposes only, no action required.

Budget and Economic Update

Month ending March 31, 2017

	Current Month	Y-T-D Total	Budget @ 50%	Prior Year To-Date	% change vs prior year
General Fund					
Total Revenues	\$ 1,420,909	\$ 19,391,011	69.98%	\$ 16,133,189	20.19%
Property tax	\$ 127,483	\$ 8,706,947	96.80%	\$ 8,537,352	1.99%
Sales tax	\$ 497,179	\$ 3,367,686	52.28%	\$ 3,176,371	6.02%
Total Expenditures	\$ 1,856,567	\$ 13,827,391	49.90%	\$ 11,116,219	24.39%
Water and Sewer Fund					
Total Revenues	\$ 840,843	\$ 5,550,146	45.90%	\$ 5,512,762	0.68%
Water Sales	\$ 344,462	\$ 2,501,344	43.49%	\$ 2,507,471	-0.24%
Sewer Service	\$ 426,811	\$ 2,650,123	47.72%	\$ 2,579,826	2.72%
Total Expenditures	\$ 900,813	\$ 5,636,339	46.61%	\$ 5,423,013	3.93%
Hotel/Motel Fund					
Total Revenues	\$ 74,402	\$ 504,508	45.91%	\$ 460,218	9.62%
Total Expenditures	\$ -	\$ 500,200	46.75%	\$ 457,600	9.31%

Community Investment Plan	Project Budget	Current Month	P-T-D Expense	Project Budget Balance
Landfill Permitting	\$ 757,895	\$ -	\$ 257,895	\$ 500,000
Library Campus - History Center	\$ 693,206	\$ 9,156	\$ 596,594	\$ 96,612
Reuse System	\$ 21,600,000	\$ 950,925	\$ 3,423,026	\$ 18,176,974
River Trail	\$ 6,000,000	\$ 1,400	\$ 5,025,153	\$ 974,847
Sports Complex	\$ 10,500,000	\$ 504,067	\$ 6,025,416	\$ 4,474,584
Sports Complex Field House	\$ 2,196,000	\$ 105,053	\$ 230,338	\$ 1,965,662
Tennis Center	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
THM/Tank Repaint	\$ 1,764,100	\$ 1,519	\$ 771,014	\$ 993,086
Utility Construction Building	\$ 1,450,000	\$ 117,032	\$ 1,046,852	\$ 403,148

Development Activities:			Housing - March (Source: Kerrville Board of Realtors)		
Residential		Commercial			
Oct	6	\$ 1,523,000	459 active residential listings; 68 residential sales March 2017		
Nov	4	\$ 1,500,000	\$20,614,271 total residential sales dollars March 2017		
Dec	4	\$ 500,000	\$41,713,245 total residential sales dollars Y-T-D 2017		
Jan	4	\$ 3,500,000			
Feb	3	\$ 254,000			
Mar	4	\$ 6,644,950			
Unemployment - February (Source: Texas Workforce Commission)					
			National	4.7%	
			Texas	4.9%	
			Local	4.2%	
Utility Accounts Billed - March:					
YTD 25			Water - Residential units - 10,812; Commercial units - 1,648; Irrigation - 515		
			Sewer- Residential units - 10,663; Commercial units - 1,327		
			Garbage - Curbside - residential only - 8,024		